Common Council

Regular Meeting

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

Agenda

Tuesday, July 19, 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 **July 19, 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 July 5, 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. Consideration and Possible Action on Sustainability Commission's Recommendation for a Clean Air Ordinance.
6. Recommendation from the Board of Park Commissioners to Approve Legion Pool Replacement Plan.
7. Recommendation from the Board of Public Works to Reject all Bids for Contract 22-09 (Pond and Drainage System Construction)
8. Recommendation from the Board of Public Works to award Contract 22-11 2022 Utility and Street Construction Waterview Heights Fifth Addition to Feaker & Sons Co., Inc, in the amount of $3,373,145.50 contingent upon execution of the Infrastructure Improvement Agreement
9. Resolution #22-59 An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.
10. Resolution #22-60 An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.

11. Resolution #22-61 Approving the Proposed Project Plan Amendment for Tax Incremental Financing District No. 15, City of De Pere, Wisconsin (Project Plan Amendment #1).
12. Resolution #22-62 Accepting Brown County Crime Prevention Funding Board Grant to Police Department in the Amount of $4,200 for Protective Helmets.
13. Resolution #22-63 Ratifying Fire Department Grant Application (Northeast Wisconsin Healthcare Emergency Readiness Coalition, Region 3).
14. Resolution #22-64 Approving Master Service Agreement with Lexipol, Inc. (Fire Policy Manual and Daily Training Bulletin Annual Subscription).
15. Resolution #22-65 Authoring Agreement for Contractor Services Between the City of De Pere and Best Stump Grinding LLC (Removal of Stumps and Maintenance Services in City Right-of-Way).
16. Resolution #22-66 Authorizing Agreement for Contractor Services Between the City of De Pere and Suburban Wildlife Solutions, LLC (Storm Water Facilities Trapping Services).
17. Resolution #22-67 Authorizing Agreement for Contractor Services Between the City of De Pere and Merjent, Inc. (Phragmites Mitigation).
18. Recommendation from the Finance Committee on the approval of the 2021 Management Letter and Financial Statements.
19. Appointments to boards and commissions by Mayor Boyd.
20. Voucher approval.
21. Future agenda items.
22. Recommendation from Finance/Personnel Committee to Remain in City of Long Beach v. Monsanto Class Action Settlement regarding PCB Contamination.

    PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of 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.

23. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator

Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the July 5, 2022 Common Council meeting.**

ATTACHMENTS:

- 7-5-22 Common Council Minutes_Draft (PDF)

Common Council

Regular Meeting

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

Draft Minutes

Tuesday, July 5, 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	Present	
Dean Raasch	Alderperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the June 21, 2022 Common Council meeting.

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

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 a $300 Donation from De Pere Area Men's Club for Senior Picnic.

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

6. Recommendation from the Board of Park Commissioners to Accept Donations totaling approximately $53,000 from De Pere Girls Softball for Upgrades to the Fields at Optimist Park.

Alderperson Hansen asked if this project will include the addition of more ADA-compliant sidewalks. Alderperson Raasch moved, seconded by Alderperson Kundinger to open the meeting. Upon vote, motion carried unanimously. Jason Sinkula, De Pere Girls Softball organization representative, explained that they will be extending the concrete behind and into the dugouts on several of the fields; this is separate from the ADA compliance project. Alderperson Raasch moved, seconded by Alderperson Carpenter to close the meeting. Upon vote, motion carried unanimously.

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

7. Recommendation from the Board of Park Commissioners to Accept a $100,000 Donation from First Congregational Church for a Playground at Kelly Danen Park.

   Parks Director Marty Kosobucki reported that staff will solicit two bids: one for an $80,000 playground with wood chip surfacing, and one for a $50,000 playground with a poured in place surface.

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

8. Recommendation from the Board of Park Commissioners to Award Contract for Project 22-18, Community Center Circulating Pump Replacement to Hurckman Mechanical in the amount of $115,680, with the overage of $20,680 requested from Unassigned Reserves.

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

9. Recommendation from the License Committee on the application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for De Pere Hotel Group, LLC (DBA Cobblestone Hotel & Suites and Wissota Chophouse) 499 Main Ave. Submitted by De Pere Hotel Group, LLC; Agent Brian Wogernese, Neenah, WI.

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

10. Voucher approval.

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

11. Future agenda items.

    Alderperson Raasch asked for an update from staff on a nuisance property at 717 Third Street. This will be provided in a future Friday memo.

12. Adjournment.

    Alderperson Carpenter moved, seconded by Alderperson Gantz to adjourn the meeting at 7:42 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 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:	**July 19, 2022**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and Possible Action on Sustainability Commission's Recommendation for a Clean Air Ordinance.**

The City's Sustainability Commission recommended creating a clean air ordinance at their June 14, 2022 Commission meeting. The intent of this ordinance is to reduce City carbon emissions by limiting the time a vehicle is allowed to idle to five (5) minutes. At the Commission meeting the attached "resolution" was discussed as to the rationale with creating this ordinance. The recommendation from the Commission was not unanimous. In addition, I had requested the Police Chief provide input on the creation of the ordinance. The Police Chief indicated he had concerns enforcing this ordinance with the existing police department staffing resources. Also, the Police Chief felt if the end goal is to encourage people to shut off their vehicles while waiting so they are not idling their engines that this could be done by education.

ATTACHMENTS:

- Clean Air Anti-Idling Ordinance (PDF)

Resolution for a Clean Air Ordinance Limiting Idling to Five Minutes in De Pere

Whereas vehicle idling by combustion engines in De Pere pollutes our air with cancer-causing toxins and endangers the respiratory health of our children as well as people with pre-existing respiratory conditions, such as Covid-19.

Whereas, according to the Environmental Protection Agency, school zones have shown elevated levels of benzene, formaldehyde, acetaldehyde, and other toxins during the afternoon hour coinciding with parents picking up their children from school.

Whereas, because children's lungs are still in development, children face a greater risk of asthma, respiratory problems, and other adverse health effects when exposed to vehicle idling by combustion engines.

Whereas, limiting a vehicle's idling time can dramatically reduce these pollutants and children's exposure to them, according to the Environmental Protection Agency.

Whereas, vehicle idling by combustion engines emits carbon in De Pere, which contributes to global climate change that harms the vital Great Lakes climate on which De Pere is dependent.

Whereas, the Sustainability Commission of De Pere and the City of De Pere has expressed its verbal commitment to lowering community-wide carbon emissions in De Pere, and has limited idling on city-owned vehicles.

Whereas the City of De Pere joined the DNR's Green Tier program, and a community-wide ban on idling is a recommendation on the Green Tier Member Scoresheet.

Be it Resolved

Therefore, be it resolved, that the De Pere Sustainability Commission recommend that the De Pere Common Council pass a Clean Air Ordinance limiting combustion-engine vehicle idling to five minutes or less—including school buses and commercial trucks—throughout the community of De Pere.

Be it further resolved that the City of De Pere launch a public education campaign to educate citizens and visitors about the harms of vehicle idling, including the posting of street signs, especially in school zones, public parks, and the downtown area where children are at greater risk of exposure to emissions.

Be it further resolved that the ordinance not be enforced by De Pere Police Department for its first year in effect, and following the first year, be enforced as a minor traffic violation on par with a parking ticket.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Board of Park Commissioners**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Approve Legion Pool Replacement Plan.**

The Board of Park Commissioners, at the June 16, 2022 meeting, approved the plan to replace Legion Pool with starting the technical design in 2025, with construction starting in 2026, pending review of economic climate at that time, and if the pool sustains catastrophic failure as defined as costing $250,000 or more, triggering immediate review of the plan and timeline, and if any event costs more than $50,000 to review the legion pool time line. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- Memo.Legion Pool (DOCX)
- Memo.Park Board.replacement (PDF)
- Final Pool Fund Analysis - 05-25-22 (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: June 16, 2022

RE: Legion Pool

In February of 2022 the Park Board began the discussion of Legion Pool and its eventual replacement. At that time it was recommended to not make any decisions until the financial impact of the VFW Pool and the Referendum could be laid out. We have received information from our Finance Director and have included in your packet. We have also requested our Finance Director be present at our meeting to answer any questions you might have. In addition, I have also included the information presented to you back in February.

Ultimately I believe the Park Board should come up with a recommendation to the City Council with a plan/approach in replacing Legion Pool. A suggestion staff can provide would be the following:

It is recommended to begin the technical design of Legion Pool in 2025 and construction in 2026, unless the pool sustains a catastrophic failure, in which the process for replacing Legion Pool will begin immediately. A catastrophic failure is considered something that will cost more than $200,000 to repair. In addition to catastrophic failures, any event projected to cost more than $50,000 in repairs to Legion Pool shall generate a review of the Legion Pool timeline.

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 17, 2022

RE: Legion Pool Discussion

Now that we have a year under our belts of the VFW Aquatic Facility operating, it has been requested to bring up and provide some direction as it relates to Legion Pool and its replacement. To help with the conversation I wanted to provide you with as much data as possible. Please find this information below. At the time we published the agenda, we still have not been able to obtain the financial information from our Finance Department. We will continue to work with them to obtain the necessary financial information related to the Referendum funding and how that impacts the current VFW Pool and potentially Legion Pool construction.

Legion Pool Age: Original construction in 1961. Renovated in 1986.

History of Repairs:

- Scheduled to repair storm sewer line running through pool deck. (2022 - $10,000)
- Repaired “return” line in pool basin. (2022 - $17,000)
- Replaced concrete slab by diving board. (2021)
- Leak in Surge Tank. (2021)
- Repaired pump motor. (2018)
- Replaced Sand Filters. (2016)
- Broken pipes in Legion Wading Pool. (2015)
- Replaced water storage tank. (2015)
- Repaired leak in baby pool. (2013)
- The above list does not include repairs that are considered minor and/or part of regular maintenance such as; caulking, plaster repair, seam/joint repair, etc…

Staffing:

- When taking into account the construction of a new Legion Pool, staffing should be one consideration.
    - There is a national shortage of lifeguards, and seasonal staff in general.
    - Should the design of Legion Pool stay the same, we do not project an increase in staffing for lifeguards. However, we would project a small increase in Facility Attendants.
    - In 2021, we were able to be staffed with enough life guards and attendants to operate the facility. However, we did feel the “pinch” later in the season as we needed to run the facility at times with reduced staffing.
    - In 2022 the City of De Pere substantially raised their seasonal wage scale. Presently, the increased wage scale appears to be working for lifeguards, however we still remain low in applications for other seasonal jobs including Pool Facility Attendants.

- While 2022 appears to be heading in the right direction for seasonal employees, future years are unpredictable as other neighboring communities/businesses will surely adjust their wages to compete with what the City of De Pere has established.

Current Condition of Legion Pool:

- A condition report was performed on Legion Pool back in 2014. At that time the report indicated the pools were old and tired. Not much has changed.
- We have incurred several significant repairs, however none of them are considered to be "significant" enough to have closed the pool for good.
- We are commonly asked, "how long will the pool last"? Unfortunately, we do not have a good answer for that as we are not very successful in predicting when significant problems will arise. While we cannot promise or predict, we feel the pool will continue to run for the foreseeable future and will likely have minor/moderate repairs come up. Some of these repairs, depending on the timing of their discovery, could have an impact on the operation of the pool.

Finance/Budget Impacts:

- We are still waiting for information from our Finance Department on this topic.
- While obtaining the financial breakdown of the referendum funding, a topic that could be discussed is a maintenance cost "break point" of moving forward with replacing Legion Pool.
  - This would be a number that is agreed on that when the repairs and maintenance of Legion Pool reach a certain point, it is then a trigger to put the wheels in motion for replacement.
- If I am able to obtain the financial data from our Finance Department, I will forward to you prior to the meeting.

Considerations in how to go about replacing Legion Pool:

1. The first and most obvious option is to simply request to move forward with replacing Legion Pool now.
   a. A key to this option is the cost impact to the City. How does building Legion Pool now, impact the financial strain on the City? Unfortunately, until we have a financial analysis from our Finance Department it is difficult to answer this question.
2. Request Legion Pool to be replaced once a financial threshold has been met for accumulated repair costs.
   a. This option kickstarts the design and construction of Legion Pool once a certain number has been reached in the cost of repairs to Legion Pool.
   b. There is no perfect science to establishing a threshold/dollar amount for this option. It would be whatever the City would decide.
   c. Our Water Consultant that worked on VFW Pool indicated that it financially does not pay to replace a pool until you have reached 1/3 - 1/2 of the cost to replace the pool.
3. Do not do anything with Legion Pool until the pool has "obviously" outlived itself.
   a. This would mean waiting for a catastrophic event to happen with the pool.
   b. Staff would not recommend this option as, it puts a long delay on when the pool is last available to the public and when the new one will open. Likely 2 years or more.

Staff Recommendation: While I believe the Park Board can have some very helpful discussions as it pertains to Legion Pool and its eventual replacement, I would encourage the Park Board to table the discussion if we are unable to get the financial data from our Finance Department.

City of De Pere Pool Capital Projects Fund

Revenues		
Tax Levy 2019	900,000.00	
Tax Levy 2020	900,000.00	
		$1,800,000.00
Debt Issued 2020		3,600,000.00
Premium on Debt Issued 2020		135,936.00
Total Revenues through 2020		$5,535,936.00
Expenditures		
Howard Immel Contract		(4,459,423.25)
Graef Contract		(377,722.20)
Debt Issuance Costs		(48,725.90)
Total Expenditures through 2020		(4,885,871.35)
Fund Balance - 12/31/20 (Agrees with Audit)		$650,064.65

		2022	2023	2024	2025	2026	2027	2028	2029	2030
Fund Balance - 01/01/21	$650,064.65	($1,472,715.20)	($1,135,483.70)	($765,561.20)	($396,607.70)	($28,470.20)	$341,554.30	$711,017.80	$1,080,073.30	$1,450,276.30
Revenues - 2021										
Tax Levy 2021	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00
Expenditures - 2021										
Howard Immel Contract	(1,898,213.86)									
Graef Contract	(99,460.40)									
Principal & Interest Repayments to Debt Service Fund	(432,903.06)	(412,768.50)	(380,077.50)	(381,046.50)	(381,862.50)	(379,975.50)	(380,536.50)	(380,944.50)	(379,797.00)	(381,174.00)
Pool Operating Deficit - 2019	(360,982.56)									
Pool Operating Deficit - 2020	(114,975.60)									
Pool Operating Deficit - 2021	(116,244.37)									
Pool Operating Deficit - 2022-2030		(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)
Total Expenditures through 2020	(3,022,779.85)	(562,768.50)	(530,077.50)	(531,046.50)	(531,862.50)	(529,975.50)	(530,536.50)	(530,944.50)	(529,797.00)	(531,174.00)
Fund Balance - 12/31/21	($1,472,715.20)	($1,135,483.70)	($765,561.20)	($396,607.70)	($28,470.20)	$341,554.30	$711,017.80	$1,080,073.30	$1,450,276.30	$1,819,102.30

Debt Repayment Schedule for
2020 Borrowing of $3,600,000 for VFW Pool

	Principal	Interest	Total
2021	379,350.00	53,553.06	432,903.06
2022	359,550.00	53,218.50	412,768.50
2023	334,050.00	46,027.50	380,077.50
2024	341,700.00	39,346.50	381,046.50
2025	349,350.00	32,512.50	381,862.50
2026	354,450.00	25,525.50	379,975.50
2027	362,100.00	18,436.50	380,536.50
2028	369,750.00	11,194.50	380,944.50
2029	372,300.00	7,497.00	379,797.00
2030	377,400.00	3,774.00	381,174.00
	3,600,000.00	**291,085.56**	**3,891,085.56**

City of De Pere Pool Capital Projects Fund With Legion Pool Debt

		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Fund Balance - 01/01/21	$650,064.65	($1,472,715.20)	($1,135,483.70)	($765,561.20)	($396,607.70)	($28,470.20)	$318,554.30	$61,567.80	($388,901.70)	($827,423.70)	($1,256,522.70)	($1,293,647.70)	($1,319,972.70)	($1,335,497.70)	($1,340,222.70)	($1,334,147.70)	($1,297,272.70)	($724,897.70)
Revenues - 2021																		
Tax Levy 2021	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00
Expenditures - 2021																		
Howard Immel Contract	(1,898,213.86)																	
Graef Contract	(99,460.40)																	
Principal & Interest Repayments to Debt Service Fund-VFW	(432,903.06)	(412,768.50)	(380,077.50)	(381,046.50)	(381,862.50)	(379,975.50)	(380,536.50)	(380,944.50)	(379,797.00)	(381,174.00)	-	-	-	-	-	-	-	-
Principal & Interest Repayments to Debt Service Fund-Legion						(23,000.00)	(626,450.00)	(819,525.00)	(808,725.00)	(797,925.00)	(787,125.00)	(776,325.00)	(765,525.00)	(754,725.00)	(743,925.00)	(713,125.00)	(177,625.00)	-
Pool Operating Deficit - 2019	(360,982.56)																	
Pool Operating Deficit - 2020	(114,975.60)																	
Pool Operating Deficit - 2021	(116,244.37)																	
Pool Operating Deficit - 2022-2038		(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)
Total Expenditures through 2020	(3,022,779.85)	(562,768.50)	(530,077.50)	(531,046.50)	(531,862.50)	(552,975.50)	(1,156,986.50)	(1,350,469.50)	(1,338,522.00)	(1,329,099.00)	(937,125.00)	(926,325.00)	(915,525.00)	(904,725.00)	(893,925.00)	(863,125.00)	(327,625.00)	(150,000.00)
Fund Balance - 12/31/21	($1,472,715.20)	($1,135,483.70)	($765,561.20)	($396,607.70)	($28,470.20)	$318,554.30	$61,567.80	($388,901.70)	($827,423.70)	($1,256,522.70)	($1,293,647.70)	($1,319,972.70)	($1,335,497.70)	($1,340,222.70)	($1,334,147.70)	($1,297,272.70)	($724,897.70)	$25,102.30

	2019	2020	2021																
Revenues	91,823.47	38,005.53	289,636.71		290,000.00	290,000.00	290,000.00	290,000.00	290,000.00	290,000.00	290,000.00	290,000.00	290,000.00	290,000.00	290,000.00	290,000.00	290,000.00	290,000.00	290,000.00
Expenses	(452,806.03)	(152,981.13)	(405,881.08)		(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)	(440,000.00)
	(360,982.56)	(114,975.60)	(116,244.37)		(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)

Debt Repayment Schedule for
2025 Borrowing of $200,000 For Design of New Legion Pool for $200,000

	Principal	Interest @ 1.5%	Total	Balance
2026	20,000.00	3,000.00	23,000.00	180,000.00
2027	20,000.00	2,700.00	22,700.00	160,000.00
2028	20,000.00	2,400.00	22,400.00	140,000.00
2029	20,000.00	2,100.00	22,100.00	120,000.00
2030	20,000.00	1,800.00	21,800.00	100,000.00
2031	20,000.00	1,500.00	21,500.00	80,000.00
2032	20,000.00	1,200.00	21,200.00	60,000.00
2033	20,000.00	900.00	20,900.00	40,000.00
2034	20,000.00	600.00	20,600.00	20,000.00
2035	20,000.00	300.00	20,300.00	-
	200,000.00	**16,500.00**	**216,500.00**	

Debt Repayment Schedule for
2026 Borrowing of $5,250,000 (75%) For Construction of New Legion Pool total of $7,000,000

	Principal	Interest @ 1.5%	Total	
2027	525,000.00	78,750.00	603,750.00	4,725,000.00
2028	525,000.00	70,875.00	595,875.00	4,200,000.00
2029	525,000.00	63,000.00	588,000.00	3,675,000.00
2030	525,000.00	55,125.00	580,125.00	3,150,000.00
2031	525,000.00	47,250.00	572,250.00	2,625,000.00
2032	525,000.00	39,375.00	564,375.00	2,100,000.00
2033	525,000.00	31,500.00	556,500.00	1,575,000.00
2034	525,000.00	23,625.00	548,625.00	1,050,000.00
2035	525,000.00	15,750.00	540,750.00	525,000.00
2036	525,000.00	7,875.00	532,875.00	-
	5,250,000.00	**433,125.00**	**5,683,125.00**	

Debt Repayment Schedule for
2027 Borrowing of $1,750,000 (25%) For Construction of New Legion Pool total of $7,000,000

	Principal	Interest @ 1.5%	Total	
2028	175,000.00	26,250.00	201,250.00	1,575,000.00
2029	175,000.00	23,625.00	198,625.00	1,400,000.00
2030	175,000.00	21,000.00	196,000.00	1,225,000.00
2031	175,000.00	18,375.00	193,375.00	1,050,000.00
2032	175,000.00	15,750.00	190,750.00	875,000.00
2033	175,000.00	13,125.00	188,125.00	700,000.00
2034	175,000.00	10,500.00	185,500.00	525,000.00
2035	175,000.00	7,875.00	182,875.00	350,000.00
2036	175,000.00	5,250.00	180,250.00	175,000.00
2037	175,000.00	2,625.00	177,625.00	
	1,750,000.00	**144,375.00**	**1,894,375.00**	

Debt Repayment Schedule for
Combining 2025-2027 Borrowing Total of $7,200,000 For Construction of New Legion Pool total of $7,000,000

	Principal	Interest	Total
2026	20,000.00	3,000.00	23,000.00
2027	545,000.00	81,450.00	626,450.00
2028	720,000.00	99,525.00	819,525.00
2029	720,000.00	88,725.00	808,725.00
2030	720,000.00	77,925.00	797,925.00
2031	720,000.00	67,125.00	787,125.00
2032	720,000.00	56,325.00	776,325.00
2033	720,000.00	45,525.00	765,525.00
2034	720,000.00	34,725.00	754,725.00
2035	720,000.00	23,925.00	743,925.00
2036	700,000.00	13,125.00	713,125.00
2037	175,000.00	2,625.00	177,625.00
	7,200,000.00	**594,000.00**	**7,794,000.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Reject all Bids for Contract 22-09 (Pond and Drainage System Construction)**

The Board of Public Works at the July 11, 2022 meeting approved rejecting all bids for Contract 22-09 Pond and Drainage System Construction and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0711 CI_BOPW_Reject_22-09 (PDF)
- 2022 0505 CE_Project 22-09_Bid Tabulation (PDF)

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: July 11, 2022

RE: **Consideration and possible action on award of Contract 22-09 Pond and Drainage System Construction***

The Engineering Department received bids on Project 22-09 Pond and Drainage System Construction on May 5, 2022. The project consists of the construction of a new storm water treatment pond along the Fox River Trail and Front Street from Franklin Street to 250 feet north of Fulton Street. The bids received were as follows:

Contractor	Base Bid
Peters Concrete Company	$264,023.50
MCC, Inc.	$293,560.45
Soper Sewer & Water, LLC	$339,684.00

The City obtained a grant through the Wisconsin Department of Natural Resources (WDNR) in 2020 to construct this pond in 2022. The grant was obtained for a total project cost of $210,600 which is a 50/50 grant match. The WDNR portion was anticipated to be $97,800 for construction and $7,500 for design. The project cost came in $53,423.50 higher than budgeted.

As discussed in the June Board of Public Works meeting, there are several permits required for this project to construct the pond and cross the Fox River Trail. Due to the extended review and approval time for these permits, completion of the pond construction in 2022 as required by the WDNR grant would be unlikely. For example, the permit to cross the Fox River Trail typically takes a minimum of six months to receive approval from the WDNR. After speaking with the WDNR, an application to extend the grant to the end of 2023 can be submitted to allow the City to apply for the required permits and construct the pond.

Staff's recommendation is to reject the bid from Peters Concrete Company in the amount of $264,023.50 due to the budget deficiency. If rejected, staff would apply for the WDNR grant extension through 2023 and rebid the project for 2023 construction to potentially get lower prices. This would also allow additional time to permit the pond construction and Fox River Trail Crossing.

Attachments:
2022 0505 CE_Project 22-09 Bid Tab (PDF)

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PROJECT 22-09 POND AND DRAINAGE SYSTEM CONSTRUCTION
BID TABULATION

				Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Peters Concrete Company		**MCC, Inc.**		**Soper Sewer & Water, LLC.**	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
STORM SEWER									
ST-01	Provide 42" RCP (Class III) Storm Sewer (Granular Backfill)	LF	32	$200.00	$6,400.00	$184.00	$5,888.00	$198.00	$6,336.00
ST-02	Provide 42" RCP (Class III) Storm Sewer (Natural Backfill)	LF	100	$184.00	$18,400.00	$166.00	$16,600.00	$179.50	$17,950.00
ST-03	Remove and Relay 36" RCP (Class III) Storm Sewer	LF	34	$181.50	$6,171.00	$150.00	$5,100.00	$183.50	$6,239.00
ST-04	Provide 24" RCP (Class III) Storm Sewer	LF	340	$85.95	$29,223.00	$89.00	$30,260.00	$93.00	$31,620.00
ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	160	$52.80	$8,448.00	$67.00	$10,720.00	$57.50	$9,200.00
ST-06	Provide 12" PVC Storm Sewer	LF	110	$93.50	$10,285.00	$72.00	$7,920.00	$46.00	$5,060.00
ST-07	Provide 8' Diameter Storm Manhole (With Internal Weir)	VF	7	$2,097.00	$14,679.00	$1,830.00	$12,810.00	$2,293.00	$16,051.00
ST-08	Provide 6' Diameter Storm Manhole	VF	13	$1,061.00	$13,793.00	$1,090.00	$14,170.00	$1,193.00	$15,509.00
ST-09	Provide 4' Diameter Storm Manhole	VF	9	$693.00	$6,237.00	$820.00	$7,380.00	$934.00	$8,406.00
ST-10	Provide Pond Discharge Structure	EA	1	$4,690.00	$4,690.00	$4,460.00	$4,460.00	$3,738.00	$3,738.00
ST-11	Provide Type B Inlet	EA	2	$2,755.00	$5,510.00	$2,960.00	$5,920.00	$2,534.00	$5,068.00
ST-12	Connect to Structure and/or Existing Pipe	EA	3	$1,000.00	$3,000.00	$1,200.00	$3,600.00	$1,500.00	$4,500.00
ST-13	Core Drill Existing Structure	EA	1	$650.00	$650.00	$1,200.00	$1,200.00	$1,520.00	$1,520.00
ST-14	Provide 42" RCP Endwall	EA	1	$3,000.00	$3,000.00	$2,350.00	$2,350.00	$2,986.00	$2,986.00
ST-15	Provide 24" RCP Endwall with Grate	EA	1	$3,000.00	$3,000.00	$2,625.00	$2,625.00	$3,196.00	$3,196.00
ST-16	Provide 12" RCP Endwall	EA	3	$1,200.00	$3,600.00	$1,070.00	$3,210.00	$1,229.00	$3,687.00
ST-17	12" Backflow Preventer (Tideflex Checkmate or Equal)	EA	1	$2,500.00	$2,500.00	$2,460.00	$2,460.00	$2,420.00	$2,420.00
ST-18	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	$2,900.00	$2,900.00	$6,720.00	$6,720.00	$30,689.00	$30,689.00
STREET AND DRAINAGE									
SD-01	Provide Clearing and Grubbing	IN	155	$35.00	$5,425.00	$35.00	$5,425.00	$92.00	$14,260.00
SD-02	Unclassified Excavation	CY	6150	$11.60	$71,340.00	$16.70	$102,705.00	$16.50	$101,475.00

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PROJECT 22-09 POND AND DRAINAGE SYSTEM CONSTRUCTION
BID TABULATION

				Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Peters Concrete Company		**MCC, Inc.**		**Soper Sewer & Water, LLC.**	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SD-03	Provide Large Asphalt Patch (4" Depth Minimum)	SY	62	$95.00	$5,890.00	$75.50	$4,681.00	$95.00	$5,890.00
SD-04	Remove and Replace 24" Concrete Curb and Gutter	LF	35	$90.00	$3,150.00	$122.75	$4,296.25	$100.00	$3,500.00
SD-05	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	40	$3.00	$120.00	$3.00	$120.00	$5.00	$200.00
SD-06	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	4	$10.00	$40.00	$15.00	$60.00	$50.00	$200.00
SD-07	Landscaping-Topsoil, Fertilizer, Mesic Prairie Planting, and Erosion Mat	SY	3000	$5.15	$15,450.00	$5.00	$15,000.00	$3.40	$10,200.00
SD-08	Landscaping-Topsoil, Fertilizer, Mesic Prairie Planting, and Mulch	SY	200	$3.75	$750.00	$2.00	$400.00	$2.00	$400.00
SD-09	Landscaping-Topsoil, Seed, Fertilizer and Erosion Mat	SY	450	$3.75	$1,687.50	$4.50	$2,025.00	$3.00	$1,350.00
SD-10	Landscaping-Topsoil, Seed, Fertilizer and Mulch	SY	200	$4.00	$800.00	$2.50	$500.00	$2.00	$400.00
SPECIAL CONSTRUCTION									
SC-01	Pipe Foundation Stabilization	CY	20	$30.00	$600.00	$0.01	$0.20	$100.00	$2,000.00
SC-02	Adjust Manhole Provide New Casting	EA	1	$800.00	$800.00	$1,100.00	$1,100.00	$748.00	$748.00
SC-03	Provide Silt Fence	LF	170	$3.00	$510.00	$3.00	$510.00	$5.00	$850.00
SC-04	Bentonite Clay Dam on Sanitary Sewer	EA	1	$2,500.00	$2,500.00	$850.00	$850.00	$10,161.00	$10,161.00
SC-05	Inlet Protection Type D	EA	5	$135.00	$675.00	$150.00	$750.00	$135.00	$675.00
SC-06	Provide Medium Rip Rap w/ Geotextile Fabric (Type HR)	SY	150	$38.00	$5,700.00	$30.00	$4,500.00	$44.00	$6,600.00
SC-07	Tracking Pad	EA	1	$1,500.00	$1,500.00	$1,045.00	$1,045.00	$2,000.00	$2,000.00
SC-08	Remove and Reset Existing Fence, Remove and Replant Existing Apple Trees	LS	1	$4,600.00	$4,600.00	$6,200.00	$6,200.00	$4,600.00	$4,600.00
			TOTAL BID:		**$264,023.50**		**$293,560.45**		**$339,684.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to award Contract 22-11 2022 Utility and Street Construction Waterview Heights Fifth Addition to Feaker & Sons Co., Inc, in the amount of $3,373,145.50 contingent upon execution of the Infrastructure Improvement Agreement**

The Board of Public Works at the July 11, 2022 meeting approved the award of Contract 22-11 2022 Utility and Street Construction Waterview Heights Fifth Addition to Feaker & Sons Co., Inc, in the amount of $3,373,145.50 contingent upon execution of the Infrastructure Improvement Agreement and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0711 CI_BOPW_Award_22-11 (PDF)
- 2022 0630 CE_Project 22-11_Bid Tabulation (PDF)

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: July 11, 2022

RE: **Consideration and possible action on award of Contract 22-11 2022 Utility and Street Construction Waterview Heights Fifth Addition***

The Engineering Department received bids for Project 22-11 2022 Utility and Street Construction Waterview Heights Fifth Addition on June 30, 2022. The project involves the construction of streets, corresponding utilities, and stormwater treatment facilities for the new Waterview Heights Fifth Addition on the City's west side on Parcels WD-D0104 and WD-L496. This project will add 70 single family and duplex lots and one multi-family lot. The bids received are as follows:

Contractor	Total Bid
Feaker & Sons Co., Inc	$3,373,145.50
David Tenor Corporation	$3,441,682.60
Kruczek Construction, Inc.	$3,444,444.44
Dorner, Inc.	$3,507,567.50
PTS Contractors, Inc.	$3,610,000.00
Jossart Brothers, Inc.	$3,628,081.50
Advance Construction, Inc.	$3,636,053.50
Superior Sewer & Water, Inc.	$3,729,881.80

The entirety of this project is developer funded.

Staff's recommendation is to accept the bid from Feaker & Sons Co., Inc. in the amount of $3,373,145.50 contingent upon the Developer signing a Public Infrastructure Improvement Agreement to fund the requested improvements.

Attachments:
2022 0630 CE_Project_22-11_Bid Tabulation (PDF)

DE PERE

Project 22-11
2022 Utility and Street Construction Waterview Heights Fifth Addition

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8	
				Feaker & Sons Co Inc		David Tenor Corporation		Kruczek Construction Inc.		Dorner Inc.		PTS Contractors, Inc		Jossart Brothers, Inc.		Advance Construction Inc.		Superior Sewer and Water inc.	
Item	Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Sanitary Sewer																			
SS-01	Provide 8" PVC Sanitary Sewer (Granular Backfill)	LF	4700	$75.00	$352,500.00	$83.00	$390,100.00	$89.00	$418,300.00	$88.00	$413,600.00	$82.00	$385,400.00	$85.00	$399,500.00	$108.70	$510,890.00	$89.50	$420,650.00
SS-02	Provide 4" PVC Sanitary Sewer Lateral	LF	3410	$47.00	$160,270.00	$50.00	$170,500.00	$57.00	$194,370.00	$50.00	$170,500.00	$58.00	$197,780.00	$54.00	$184,140.00	$64.00	$218,240.00	$52.00	$177,320.00
SS-03	Provide Sanitary Sewer Risers	VF	140	$60.00	$8,400.00	$55.00	$7,700.00	$60.00	$8,400.00	$76.00	$10,640.00	$73.00	$10,220.00	$70.00	$9,800.00	$60.00	$8,400.00	$52.00	$7,280.00
SS-04	Provide 8" x 4" Sanitary Wye	EA	80	$140.00	$11,200.00	$100.00	$8,000.00	$85.00	$6,800.00	$200.00	$16,000.00	$95.00	$7,600.00	$125.00	$10,000.00	$82.00	$6,560.00	$145.00	$11,600.00
SS-05	Provide 4' Diameter Sanitary Sewer Manhole	VF	260	$405.00	$105,300.00	$440.00	$114,400.00	$400.00	$104,000.00	$436.00	$113,360.00	$530.00	$137,800.00	$435.00	$113,100.00	$427.00	$111,020.00	$467.00	$121,420.00
SS-06	Core Drill Sanitary Manhole	EA	3	$1,500.00	$4,500.00	$1,200.00	$3,600.00	$500.00	$1,500.00	$1,691.00	$5,073.00	$2,075.00	$6,225.00	$2,000.00	$6,000.00	$9,000.00	$27,000.00	$452.00	$1,356.00
SS-07	Connect to Existing Sanitary Sewer	EA	3	$2,275.00	$6,825.00	$950.00	$2,850.00	$900.00	$2,700.00	$1,672.00	$5,016.00	$1,950.00	$5,850.00	$3,000.00	$9,000.00	$2,766.00	$8,298.00	$3,500.00	$10,500.00
SS-08	Reconstruct Existing 4' Diameter Manhole	EA	1	$1,880.00	$1,880.00	$1,000.00	$1,000.00	$550.00	$550.00	$2,650.00	$2,650.00	$1,235.00	$1,235.00	$1,000.00	$1,000.00	$1,800.00	$1,800.00	$3,200.00	$3,200.00
SS-09	Remove Existing Sanitary Manhole and Reconnect Sanitary Sewer	LS	1	$2,000.00	$2,000.00	$7,500.00	$7,500.00	$3,700.00	$3,700.00	$5,038.00	$5,038.00	$1,260.00	$1,260.00	$10,600.00	$10,600.00	$5,000.00	$5,000.00	$4,100.00	$4,100.00
Storm Sewer																			
ST-01	Provide 8" PVC Storm Sewer (Natural Backfill)	LF	235	$34.00	$7,990.00	$33.00	$7,755.00	$32.00	$7,520.00	$30.00	$7,050.00	$33.00	$7,755.00	$34.00	$7,990.00	$37.00	$8,695.00	$42.00	$9,870.00
ST-02	Provide 12" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	2410	$34.00	$81,940.00	$35.00	$84,350.00	$37.00	$89,170.00	$34.00	$81,940.00	$34.00	$81,940.00	$34.00	$81,940.00	$38.45	$92,664.50	$42.00	$101,220.00
ST-03	Provide 12" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	480	$48.00	$23,040.00	$51.00	$24,480.00	$54.00	$25,920.00	$40.00	$19,200.00	$48.00	$23,040.00	$49.00	$23,520.00	$73.00	$35,040.00	$55.50	$26,640.00
ST-04	Provide 15" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	1230	$39.00	$47,970.00	$41.00	$50,430.00	$45.00	$55,350.00	$37.00	$45,510.00	$42.00	$51,660.00	$39.00	$47,970.00	$42.60	$52,398.00	$46.00	$56,580.00
ST-05	Provide 15" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	30	$54.00	$1,620.00	$57.00	$1,710.00	$73.00	$2,190.00	$44.00	$1,320.00	$62.00	$1,860.00	$54.00	$1,620.00	$77.50	$2,325.00	$64.00	$1,920.00
ST-06	Provide 18" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	1115	$46.00	$51,290.00	$48.00	$53,520.00	$52.00	$57,980.00	$47.00	$52,405.00	$50.00	$55,750.00	$45.00	$50,175.00	$49.00	$54,635.00	$51.00	$56,865.00
ST-07	Provide 18" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	60	$59.00	$3,540.00	$66.00	$3,960.00	$86.00	$5,160.00	$62.00	$3,720.00	$68.00	$4,080.00	$62.00	$3,720.00	$85.00	$5,100.00	$66.00	$3,960.00
ST-08	Provide 24" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	1090	$64.00	$69,760.00	$66.00	$71,940.00	$74.00	$80,660.00	$63.00	$68,670.00	$61.00	$66,490.00	$65.00	$70,850.00	$64.00	$69,760.00	$65.80	$71,722.00
ST-09	Provide 24" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	85	$74.00	$6,290.00	$88.00	$7,480.00	$96.00	$8,160.00	$69.00	$5,865.00	$94.00	$7,990.00	$92.00	$7,820.00	$101.00	$8,585.00	$81.00	$6,885.00
ST-10	Provide 30" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	710	$88.00	$62,480.00	$90.00	$63,900.00	$98.00	$69,580.00	$86.00	$61,060.00	$80.00	$56,800.00	$87.00	$61,770.00	$85.20	$60,492.00	$89.00	$63,190.00
ST-11	Provide 36" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	620	$122.00	$75,640.00	$125.00	$77,500.00	$135.00	$83,700.00	$125.00	$77,500.00	$115.00	$71,300.00	$135.00	$83,700.00	$121.50	$75,330.00	$122.00	$75,640.00
ST-12	Provide 36" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	60	$144.00	$8,640.00	$160.00	$9,600.00	$162.00	$9,720.00	$134.00	$8,040.00	$153.00	$9,180.00	$114.00	$6,840.00	$163.00	$9,780.00	$141.00	$8,460.00
ST-13	Provide 42" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	55	$171.00	$9,405.00	$150.00	$8,250.00	$190.00	$10,450.00	$153.00	$8,415.00	$150.00	$8,250.00	$170.00	$9,350.00	$150.00	$8,250.00	$147.00	$8,085.00
ST-14	Provide 6" PVC Storm Sewer Lateral	LF	2650	$34.00	$90,100.00	$33.00	$87,450.00	$35.00	$92,750.00	$34.00	$90,100.00	$39.00	$103,350.00	$36.00	$95,400.00	$41.50	$109,975.00	$46.00	$121,900.00
ST-15	Provide 8" x 6" Storm Branch or Inserta-Tee	EA	2	$155.00	$310.00	$130.00	$260.00	$111.00	$222.00	$262.00	$524.00	$130.00	$260.00	$150.00	$300.00	$130.00	$260.00	$168.00	$336.00
ST-16	Provide 12" X 6" Storm Branch or Inserta Tee	EA	18	$200.00	$3,600.00	$200.00	$3,600.00	$172.00	$3,096.00	$316.00	$5,688.00	$185.00	$3,330.00	$225.00	$4,050.00	$185.00	$3,330.00	$220.00	$3,960.00
ST-17	Provide 15" X 6" Storm Branch or Inserta Tee	EA	6	$200.00	$1,200.00	$200.00	$1,200.00	$172.00	$1,032.00	$316.00	$1,896.00	$185.00	$1,110.00	$225.00	$1,350.00	$185.00	$1,110.00	$220.00	$1,320.00
ST-18	Provide 18" X 6" Storm Branch or Inserta Tee	EA	5	$200.00	$1,000.00	$200.00	$1,000.00	$172.00	$860.00	$316.00	$1,580.00	$185.00	$925.00	$225.00	$1,125.00	$185.00	$925.00	$220.00	$1,100.00
ST-19	Provide 24" X 6" Storm Branch or Inserta Tee	EA	9	$200.00	$1,800.00	$200.00	$1,800.00	$172.00	$1,548.00	$316.00	$2,844.00	$185.00	$1,665.00	$225.00	$2,025.00	$185.00	$1,665.00	$220.00	$1,980.00
ST-20	Provide 30" X 6" Storm Branch or Inserta Tee	EA	12	$200.00	$2,400.00	$200.00	$2,400.00	$172.00	$2,064.00	$316.00	$3,792.00	$185.00	$2,220.00	$225.00	$2,700.00	$185.00	$2,220.00	$220.00	$2,640.00
ST-21	Provide 36" X 6" Storm Branch or Inserta Tee	EA	10	$200.00	$2,000.00	$200.00	$2,000.00	$172.00	$1,720.00	$316.00	$3,160.00	$185.00	$1,850.00	$225.00	$2,250.00	$185.00	$1,850.00	$220.00	$2,200.00
ST-22	Provide 4' Diameter Storm Manhole	VF	210	$580.00	$121,800.00	$580.00	$121,800.00	$658.00	$138,180.00	$600.00	$126,000.00	$640.00	$134,400.00	$640.00	$134,400.00	$481.00	$101,010.00	$545.00	$114,450.00
ST-23	Provide 5' Diameter Storm Manhole	VF	60	$825.00	$49,500.00	$800.00	$48,000.00	$900.00	$54,000.00	$871.00	$52,260.00	$1,060.00	$63,600.00	$1,200.00	$72,000.00	$730.00	$43,800.00	$776.00	$46,560.00
ST-24	Provide 6' Diameter Storm Manhole	VF	15.5	$905.00	$14,027.50	$975.00	$15,112.50	$1,050.00	$16,275.00	$980.00	$15,190.00	$1,100.00	$17,050.00	$1,280.00	$19,840.00	$900.00	$13,950.00	$951.00	$14,740.50
ST-25	Provide 4' Diameter Storm Manhole Inlet	VF	57	$695.00	$39,615.00	$580.00	$33,060.00	$780.00	$44,460.00	$842.00	$47,994.00	$768.00	$43,776.00	$735.00	$41,895.00	$573.00	$32,661.00	$637.00	$36,309.00
ST-26	Provide 5' Diameter Storm Manhole Inlet	VF	20.5	$935.00	$19,167.50	$800.00	$16,400.00	$1,050.00	$21,525.00	$1,169.00	$23,964.50	$1,180.00	$24,190.00	$1,400.00	$28,700.00	$805.00	$16,502.50	$867.00	$17,773.50
ST-27	Provide Type A Inlet	EA	7	$2,165.00	$15,155.00	$2,300.00	$16,100.00	$1,900.00	$13,300.00	$2,282.00	$15,974.00	$2,300.00	$16,100.00	$2,300.00	$16,100.00	$2,220.00	$15,540.00	$2,475.00	$17,325.00
ST-28	Provide Type B Inlet	EA	36	$2,985.00	$107,460.00	$2,850.00	$102,600.00	$2,300.00	$82,800.00	$2,847.00	$102,492.00	$2,900.00	$104,400.00	$2,925.00	$105,300.00	$2,900.00	$104,400.00	$3,030.00	$109,080.00
ST-29	Provide 12" RCP Endwall	EA	6	$815.00	$4,890.00	$820.00	$4,920.00	$700.00	$4,200.00	$1,005.00	$6,030.00	$980.00	$5,880.00	$600.00	$3,600.00	$600.00	$3,600.00	$556.00	$3,336.00
ST-30	Provide 15" RCP Endwall	EA	1	$860.00	$860.00	$875.00	$875.00	$700.00	$700.00	$1,107.00	$1,107.00	$1,025.00	$1,025.00	$700.00	$700.00	$655.00	$655.00	$624.00	$624.00
ST-31	Provide 24" RCP Endwall	EA	2	$1,055.00	$2,110.00	$1,225.00	$2,450.00	$1,600.00	$3,200.00	$1,416.00	$2,832.00	$1,280.00	$2,560.00	$900.00	$1,800.00	$900.00	$1,800.00	$826.00	$1,652.00
ST-32	Provide 42" RCP Endwall	EA	1	$2,350.00	$2,350.00	$2,700.00	$2,700.00	$2,800.00	$2,800.00	$2,811.00	$2,811.00	$2,675.00	$2,675.00	$2,000.00	$2,000.00	$2,300.00	$2,300.00	$3,608.00	$3,608.00
ST-33	Pond Discharge Structure	EA	2	$4,960.00	$9,920.00	$7,750.00	$15,500.00	$5,300.00	$10,600.00	$4,590.00	$9,180.00	$5,500.00	$11,000.00	$5,800.00	$11,600.00	$5,500.00	$11,000.00	$5,015.00	$10,030.00
Water Main																			
W-01	Provide 8" PVC Water Main (Natural Backfill)	LF	2500	$46.00	$115,000.00	$52.00	$130,000.00	$48.50	$121,250.00	$46.00	$115,000.00	$47.00	$117,500.00	$49.00	$122,500.00	$48.70	$121,750.00	$52.00	$130,000.00

DE PERE

Project 22-11
2022 Utility and Street Construction Waterview Heights Fifth Addition

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8	
				Feaker & Sons Co Inc		David Tenor Corporation		Kruczek Construction Inc.		Dorner Inc.		PTS Contractors, Inc		Jossart Brothers, Inc.		Advance Construction Inc.		Superior Sewer and Water inc.	
Item	Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
W-02	Provide 8" PVC Water Main (Granular Backfill)	LF	280	$60.00	$16,800.00	$73.00	$20,440.00	$64.00	$17,920.00	$60.00	$16,800.00	$61.00	$17,080.00	$68.00	$19,040.00	$84.00	$23,520.00	$66.00	$18,480.00
W-03	Provide 12" PVC Water Main (Natural Backfill)	LF	2100	$75.00	$157,500.00	$83.00	$174,300.00	$79.50	$166,950.00	$79.00	$165,900.00	$76.00	$159,600.00	$86.00	$180,600.00	$76.75	$161,175.00	$80.00	$168,000.00
W-04	Provide 1" HDPE Water Service	LF	2530	$25.00	$63,250.00	$25.00	$63,250.00	$31.00	$78,430.00	$24.00	$60,720.00	$36.00	$91,080.00	$40.00	$101,200.00	$20.00	$50,600.00	$37.00	$93,610.00
W-05	Provide 2" Corporation with Plug/Saddle with 2" Galvanized Pipe	EA	1	$1,225.00	$1,225.00	$900.00	$900.00	$843.00	$843.00	$828.00	$828.00	$1,500.00	$1,500.00	$800.00	$800.00	$900.00	$900.00	$597.00	$597.00
W-06	Provide 1" Corporation and Curb Stop	EA	80	$555.00	$44,400.00	$510.00	$40,800.00	$480.00	$38,400.00	$576.00	$46,080.00	$625.00	$50,000.00	$580.00	$46,400.00	$600.00	$48,000.00	$504.00	$40,320.00
W-07	Provide 6" Gate Valve	EA	3	$1,860.00	$5,580.00	$1,640.00	$4,920.00	$1,500.00	$4,500.00	$1,463.00	$4,389.00	$1,850.00	$5,550.00	$2,000.00	$6,000.00	$1,457.00	$4,371.00	$1,551.00	$4,653.00
W-08	Provide 8" Gate Valve	EA	13	$2,550.00	$33,150.00	$2,220.00	$28,860.00	$2,200.00	$28,600.00	$2,180.00	$28,340.00	$2,550.00	$33,150.00	$2,800.00	$36,400.00	$2,045.00	$26,585.00	$2,145.00	$27,885.00
W-09	Provide 12" Gate Valve	EA	8	$4,400.00	$35,200.00	$3,925.00	$31,400.00	$3,900.00	$31,200.00	$3,646.00	$29,168.00	$4,425.00	$35,400.00	$4,900.00	$39,200.00	$3,630.00	$29,040.00	$3,707.00	$29,656.00
W-10	Provide Connection to Existing Water Main	EA	2	$1,200.00	$2,400.00	$1,250.00	$2,500.00	$900.00	$1,800.00	$2,250.00	$4,500.00	$1,820.00	$3,640.00	$2,500.00	$5,000.00	$2,940.00	$5,880.00	$3,920.00	$7,840.00
W-11	Provide Connection to Existing Water Main 8"x 8" Tapping Tee and Valve	EA	2	$5,315.00	$10,630.00	$5,350.00	$10,700.00	$4,900.00	$9,800.00	$5,450.00	$10,900.00	$5,430.00	$10,860.00	$5,900.00	$11,800.00	$6,777.00	$13,554.00	$7,215.00	$14,430.00
W-12	Provide Hydrant (7' Bury)	EA	4	$5,300.00	$21,200.00	$5,025.00	$20,100.00	$5,200.00	$20,800.00	$5,464.00	$21,856.00	$5,430.00	$21,720.00	$5,400.00	$21,600.00	$5,055.00	$20,220.00	$5,226.00	$20,904.00
W-13	Provide Hydrant (6.5' Bury)	EA	11	$5,150.00	$56,650.00	$4,800.00	$52,800.00	$5,100.00	$56,100.00	$5,501.00	$60,511.00	$5,290.00	$58,190.00	$5,250.00	$57,750.00	$4,920.00	$54,120.00	$5,100.00	$56,100.00
W-14	Provide 6" PVC Hydrant Lead	LF	51	$36.00	$1,836.00	$40.00	$2,040.00	$71.00	$3,621.00	$42.00	$2,142.00	$78.00	$3,978.00	$40.00	$2,040.00	$42.00	$2,142.00	$41.00	$2,091.00
W-15	Provide 6" PVC Service	LF	23	$44.00	$1,012.00	$50.00	$1,150.00	$84.00	$1,932.00	$49.00	$1,127.00	$65.00	$1,495.00	$40.00	$920.00	$47.00	$1,081.00	$41.00	$943.00
W-16	Provide Water Main Offset	EA	3	$2,075.00	$6,225.00	$2,850.00	$8,550.00	$4,900.00	$14,700.00	$4,938.00	$14,814.00	$4,020.00	$12,060.00	$4,600.00	$13,800.00	$3,800.00	$11,400.00	$5,630.00	$16,890.00
W-17	Abandon/Remove Water Main and Appurtenances	LS	1	$1,515.00	$1,515.00	$850.00	$850.00	$600.00	$600.00	$1,722.00	$1,722.00	$1,740.00	$1,740.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$300.00	$300.00
W-18	Provide 1" HDPE with Plug, 50' in Length	EA	80	$135.00	$10,800.00	$80.00	$6,400.00	$62.00	$4,960.00	$315.00	$25,200.00	$67.00	$5,360.00	$50.00	$4,000.00	$60.00	$4,800.00	$1,505.00	$120,400.00
Street and Drainage																			
SD-01	Provide Clearing and Grubbing	LS	1	$29,700.00	$29,700.00	$26,000.00	$26,000.00	$6,464.44	$6,464.44	$39,334.00	$39,334.00	$64,633.00	$64,633.00	$25,500.00	$25,500.00	$25,000.00	$25,000.00	$55,300.00	$55,300.00
SD-02	Topsoil Stripping (Fill Areas)	SY	10000	$3.05	$30,500.00	$3.06	$30,600.00	$1.35	$13,500.00	$3.00	$30,000.00	$3.00	$30,000.00	$3.10	$31,000.00	$1.50	$15,000.00	$2.33	$23,300.00
SD-03	Unclassified Excavation (Street)	CY	5000	$9.35	$46,750.00	$6.45	$32,250.00	$6.50	$32,500.00	$6.30	$31,500.00	$6.40	$32,000.00	$9.55	$47,750.00	$7.00	$35,000.00	$3.88	$19,400.00
SD-04	Unclassified Excavation (Pond)	CY	18800	$4.85	$91,180.00	$5.23	$98,324.00	$4.00	$75,200.00	$4.10	$77,080.00	$4.20	$78,960.00	$4.05	$76,140.00	$6.00	$112,800.00	$3.33	$62,604.00
SD-05	Provide 1 1/4" Crushed Aggregate Base Course, 12" thick	SY	19900	$10.75	$213,925.00	$9.95	$198,005.00	$8.50	$169,150.00	$9.80	$195,020.00	$9.90	$197,010.00	$10.95	$217,905.00	$8.55	$170,145.00	$9.36	$186,264.00
SD-06	Provide 3/4" Crushed Aggregate Base Course (2' Wide)	SY	160	$13.25	$2,120.00	$11.08	$1,772.80	$17.85	$2,856.00	$10.90	$1,744.00	$11.00	$1,760.00	$13.50	$2,160.00	$12.50	$2,000.00	$52.00	$8,320.00
SD-07	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	SY	15950	$9.37	$149,451.50	$9.37	$149,451.50	$9.60	$153,120.00	$9.50	$151,525.00	$9.60	$153,120.00	$9.55	$152,322.50	$9.37	$149,451.50	$9.54	$152,163.00
SD-08	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	SY	15950	$13.73	$218,993.50	$13.73	$218,993.50	$14.00	$223,300.00	$13.90	$221,705.00	$14.10	$224,895.00	$14.00	$223,300.00	$13.73	$218,993.50	$14.00	$223,300.00
SD-09	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	10350	$16.25	$168,187.50	$16.25	$168,187.50	$16.60	$171,810.00	$16.40	$169,740.00	$16.70	$172,845.00	$17.00	$175,950.00	$16.25	$168,187.50	$16.44	$170,154.00
SD-10	Provide 8" Concrete Pad for CBU	SY	30	$75.00	$2,250.00	$75.00	$2,250.00	$85.00	$2,550.00	$86.90	$2,607.00	$88.00	$2,640.00	$78.00	$2,340.00	$80.00	$2,400.00	$83.66	$2,509.80
SD-11	Provide 4" Concrete Sidewalk and Ramp	SY	1350	$62.00	$83,700.00	$62.00	$83,700.00	$67.00	$90,450.00	$73.20	$98,820.00	$74.50	$100,575.00	$65.00	$87,750.00	$66.50	$89,775.00	$62.72	$84,672.00
SD-12	Provide Detectable Warning Field (Natural)	EA	28	$300.00	$8,400.00	$300.00	$8,400.00	$300.00	$8,400.00	$303.00	$8,484.00	$308.00	$8,624.00	$315.00	$8,820.00	$28.00	$784.00	$303.00	$8,484.00
SD-13	Landscaping - Topsoil, Seed, Fertilizer and Hydroseeding	SY	33700	$1.90	$64,030.00	$2.50	$84,250.00	$2.00	$67,400.00	$2.50	$84,250.00	$2.50	$84,250.00	$1.90	$64,030.00	$3.00	$101,100.00	$3.33	$112,221.00
SD-14	Landscaping - Topsoil, Seed Mix No. 10, Fertilizer and Temporary Erosion Control Blanket (Class I) for Pond Slopes	SY	5200	$2.45	$12,740.00	$2.50	$13,000.00	$2.00	$10,400.00	$2.40	$12,480.00	$2.40	$12,480.00	$2.50	$13,000.00	$3.85	$20,020.00	$3.76	$19,552.00
SD-15	Landscaping - Topsoil, Seed Mix No. 10, Fertilizer and Temporary Erosion Control Blanket (Class I) for Drainage Swales	SY	19000	$2.45	$46,550.00	$2.50	$47,500.00	$2.00	$38,000.00	$2.40	$45,600.00	$2.40	$45,600.00	$2.50	$47,500.00	$3.50	$66,500.00	$3.05	$57,950.00
Special Construction																			
SC-01	Provide Silt Fence	LF	6000	$2.00	$12,000.00	$2.50	$15,000.00	$2.00	$12,000.00	$2.50	$15,000.00	$2.60	$15,600.00	$2.05	$12,300.00	$1.90	$11,400.00	$1.90	$11,400.00
SC-02	Provide Erosion Bales	EA	36	$35.00	$1,260.00	$10.30	$370.80	$25.00	$900.00	$10.00	$360.00	$10.00	$360.00	$36.00	$1,296.00	$18.00	$648.00	$12.25	$441.00
SC-03	Inlet Protection Type A	EA	13	$150.00	$1,950.00	$95.00	$1,235.00	$100.00	$1,300.00	$101.00	$1,313.00	$108.00	$1,404.00	$153.00	$1,989.00	$125.00	$1,625.00	$107.00	$1,391.00
SC-04	Inlet Protection Type D	EA	48	$130.00	$6,240.00	$110.00	$5,280.00	$87.00	$4,176.00	$126.00	$6,048.00	$100.00	$4,800.00	$133.00	$6,384.00	$65.00	$3,120.00	$100.00	$4,800.00
SC-05	Rip Rap Erosion Control	SY	90	$20.00	$1,800.00	$20.00	$1,800.00	$45.00	$4,050.00	$25.00	$2,250.00	$25.00	$2,250.00	$19.50	$1,755.00	$85.00	$7,650.00	$30.00	$2,700.00
SC-06	Tracking Pad	EA	3	$1,100.00	$3,300.00	$1,200.00	$3,600.00	$1,500.00	$4,500.00	$1,212.00	$3,636.00	$1,200.00	$3,600.00	$1,100.00	$3,300.00	$1,000.00	$3,000.00	$2,870.00	$8,610.00
SC-07	Install Cluster Mailbox Unit Locations	EA	4	$500.00	$2,000.00	$500.00	$2,000.00	$2,200.00	$8,800.00	$271.00	$1,084.00	$465.00	$1,860.00	$2,000.00	$8,000.00	$500.00	$2,000.00	$465.00	$1,860.00
			TOTAL BID:		**$3,373,145.50**		**$3,441,682.60**		**$3,444,444.44**		**$3,507,567.50**		**$3,610,000.00**		**$3,628,081.50**		**$3,636,053.50**		**$3,729,881.80**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #22-59 An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.**

This item was unanimously approved by the Finance/Personnel Committee at its regular meeting on July 12, 2022.

ATTACHMENTS:

- Reso22-59 (PDF)
- 2022 Borrowing Memo - July 5 2022 (PDF)
- prs plan of finance_de pere cy 071922_condensed (PDF)
- prs plan of finance_de pere cy 071222 (PDF)
- Preliminary Borrowing Worksheet for 2022-June 7 2022 (PDF)
- City of De Pere Financing Timetable 2022 (PDF)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

July 19, 2022 **Resolution No.** 22-59

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

RECITALS

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

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

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately $10,120,000 (the "**Notes**") to finance the Project; *provided, however*, that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

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

Section 3. Preparation of Official Statement.

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

Section 4. Further Actions.

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

Section 5. Severability of Invalid Provisions.

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

Section 6. Authorization to Act.

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

Section 7. Prior Actions Superseded.

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

Section 8. **Effective Date**.

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

* * * * * * * * * *

Adopted: July 19, 2022

Approved: July ___, 2022

_____
Mayor - James G. Boyd

_____
Clerk - Carey E. Danen

CERTIFICATIONS BY CLERK

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

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

I do hereby further certify as follows:

1. **Meeting Date**. On July 19, 2022, a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting**. On July ___, 2022 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City's offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On July ___, 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 (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

4. **Open Meeting Law Compliance**. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___voted Nay, and ___ Abstained.

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

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on July ___, 2022, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on July ____, 2022.

_____
Clerk

[SEAL]

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: July 5th, 2022
Subject: Approval of Initial Resolutions for 2022 Borrowing

I have attached the project list and initial resolutions to authorize the 2022 borrowing. The projected borrowing is in the form of ten year general obligation notes which include the items in columns of $4,116,154 for non-TID equipment and projects and $6,749,400 for various TID items listed on the worksheet. The short-term note column is for projects already borrowed for in December of 2021 and fully paid for in February of 2022. Justin Fischer of the City's borrowing consulting firm of RW Baird will be present to review the 2022 financing plan and provide their recommendations regarding the not to exceed resolutions for the 2022A nontaxable notes of $10,120,000 & the 2022B taxable notes of $895,000 which finance a TID 9 development incentive.

Pending Finance Committee approval, the **initial** resolutions for these projects will go to the City Council for their approval on July 19th, 2022 with Council **final approval** for the most favorable note bid on August 16th,2022. Proceeds would then be projected to be available to the City by September 2022. Should you have any questions on this feel free to contact me or I will be present at the Finance Committee meeting on July 12th.

City of De Pere

City Council Meeting – 2022 Plan of Finance

July 19, 2022

Justin A. Fischer, Director

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

City of De Pere

City Council Meeting – 2022 Plan of Finance

July 19, 2022

Borrowing/Structure/Purpose

Estimated Size:	$10,120,000	$895,000
Issue:	G.O. Promissory Notes, Series 2022A	Taxable G.O. Promissory Notes, Series 2022B
Purpose:	• Fund 2022 CIP • Capitalized Interest through 2024 (TID 9 and TID 17 only)	• Fund 2022 CIP taxable project, specifically o TID 9 development rebate • Capitalized Interest through 2024
Structure:	Matures September 1, 2023 – 2032	Matures September 1, 2025 – 2032
First Interest:	March 1, 2023	March 1, 2023
Preliminary Call Date:	September 1, 2029 or any date thereafter	September 1, 2029 or any date thereafter
Estimated Interest Rate:	3.96%	4.52%

Tentative Timeline

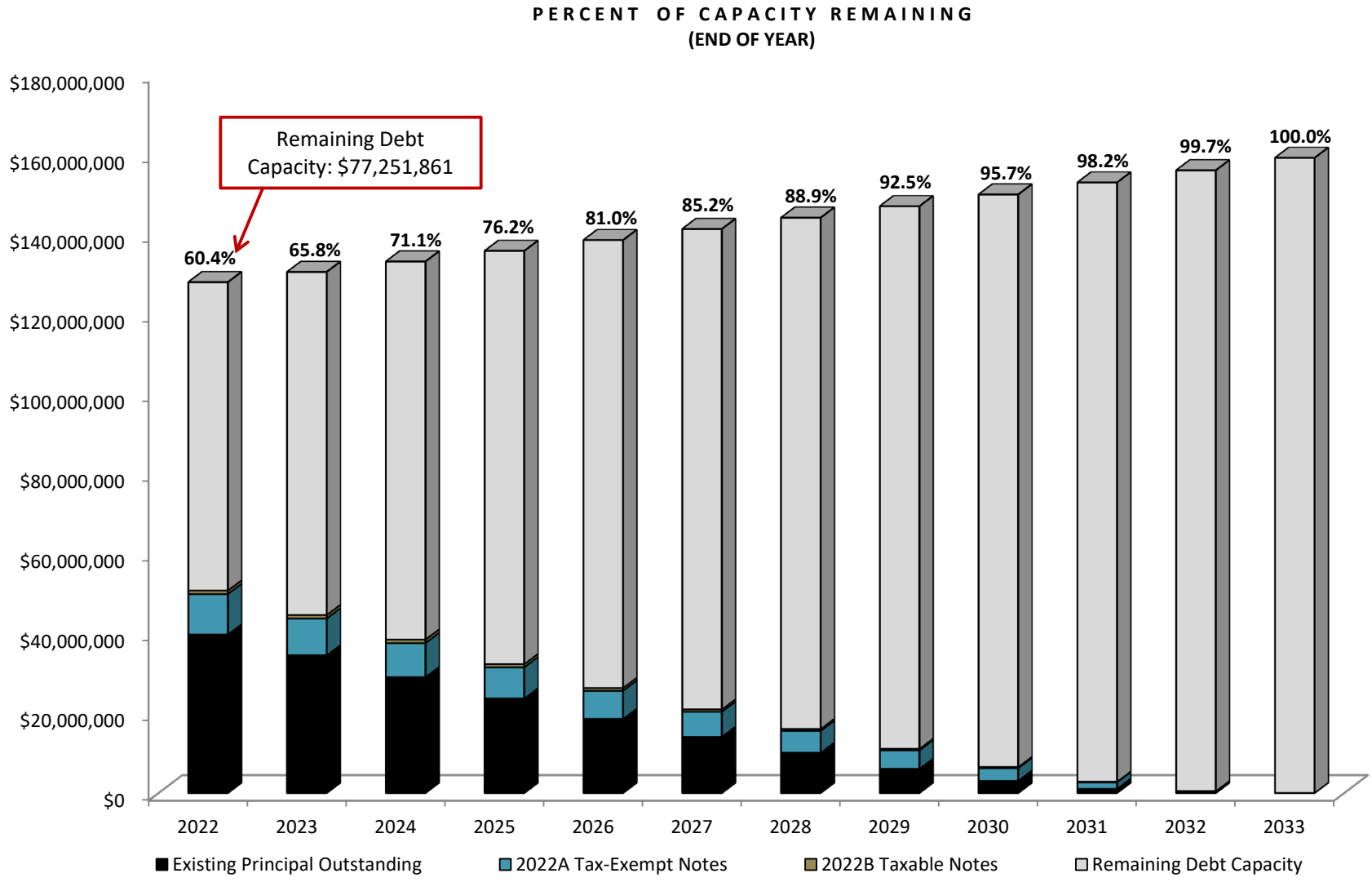
- Finance/Personnel Committee considers Plan of Finance ..... July 12, 2022
  - Preparations are made for issuance
    - ✓ Official Statement
    - ✓ Bond Rating
    - ✓ Marketing
- City Council considers Plan of Finance / Initial Resolutions ..... July 19, 2022
- City Council considers Award Resolutions (finalizes terms and interest rates) ..... August 16, 2022
- Closing (funds available) ..... September 7, 2022

City of De Pere

City Council Meeting – 2022 Plan of Finance

July 19, 2022

General Obligation Borrowing Capacity (5% of Equalized Valuation)



Note: Future capacity based on 2021 Equalized Valuation (TID-IN) of $2,509,546,300 with annual growth of 2.00%.

City of De Pere

Finance/Personnel Committee Meeting – 2022 Financing Discussion

July 12, 2022

Justin A. Fischer, Director

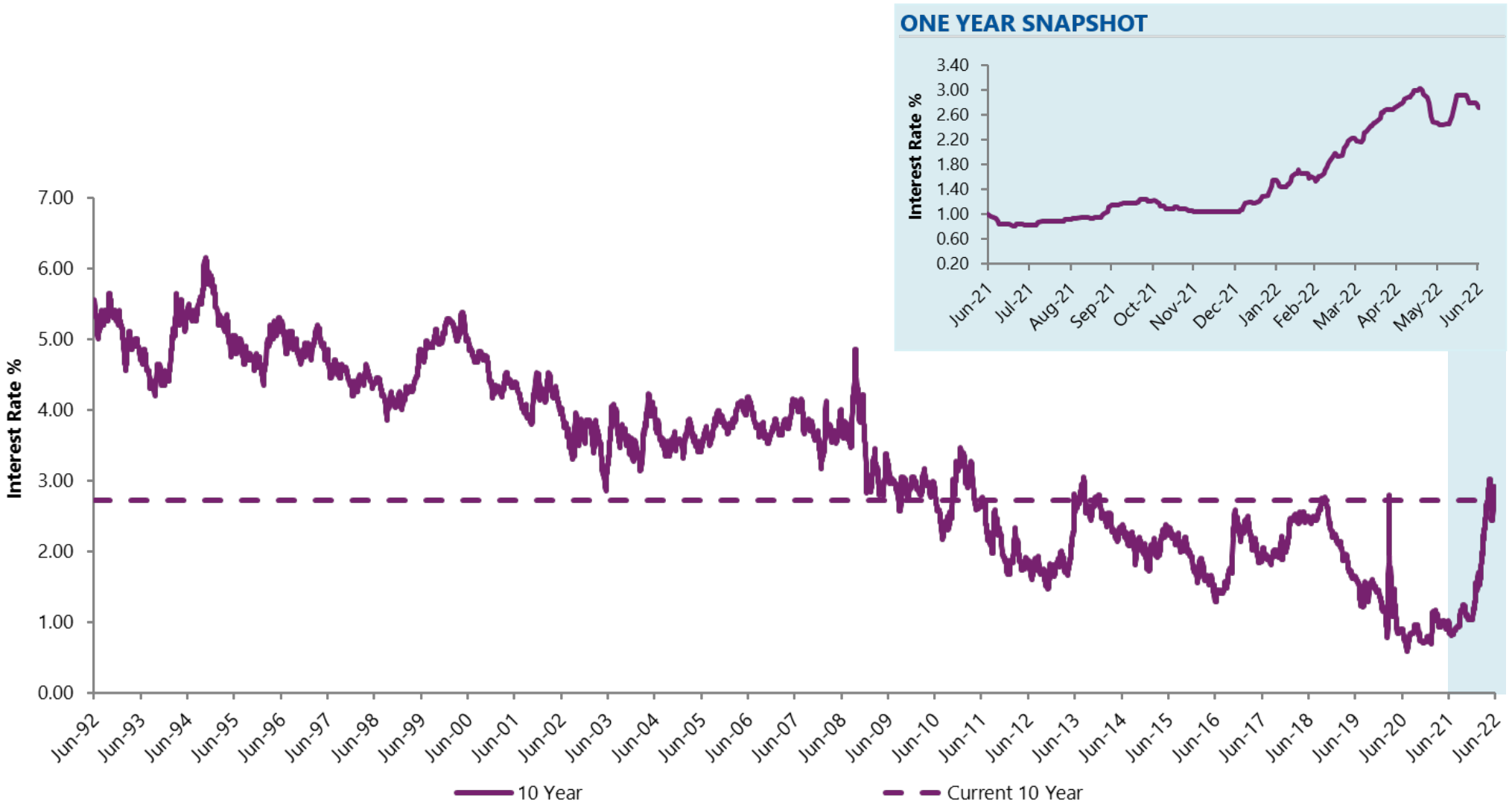
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City of De Pere

Finance/Personnel Committee Meeting – 2022 Financing Discussion

July 12, 2022

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



Source: Refinitiv as of June 30, 2022

City of De Pere

Finance/Personnel Committee Meeting – 2022 Financing Discussion

July 12, 2022

Borrowing/Structure/Purpose

Estimated Size:	$10,120,000	$895,000
Issue:	G.O. Promissory Notes, Series 2022A	Taxable G.O. Promissory Notes, Series 2022B
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  - Preparations are made for issuance
    - ✓ Official Statement
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- City Council considers Plan of Finance / Initial Resolutions ..... July 19, 2022
- City Council considers Award Resolutions (finalizes terms and interest rates) ..... August 16, 2022
- Closing (funds available) ..... September 7, 2022

City of De Pere

Finance/Personnel Committee Meeting – 2022 Financing Discussion

July 12, 2022

Detailed Analysis – 2022 CIP Financing Illustration

LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE (CITY) (A) (B) (C)	EXISTING DEBT SERVICE (TID #7) (A) (B) (C)	EXISTING DEBT SERVICE (TID #8) (A) (C)	EXISTING DEBT SERVICE (TID #9) (A) (B) (C)	EXISTING DEBT SERVICE (TID #11) (A) (B)	EXISTING DEBT SERVICE (TID #12) (A) (C)	EXISTING DEBT SERVICE (TID #15) (C) (D)	YEAR DUE
2021	2022	$3,757,960	$215,071	$267,107	$186,343	$246,820	$82,172	$0	2022
2022	2023	$3,573,901	$211,610	$265,494	$190,098	$248,780	$81,363	$0	2023
2023	2024	$3,490,763	$177,453	$268,706	$156,547	$243,648	$84,225	$387,349	2024
2024	2025	$3,371,030	$169,110	$269,749	$162,115	$252,700	$83,963	$389,848	2025
2025	2026	$3,069,775	$140,575	$285,561	$159,440	$251,188	$86,763	$386,410	2026
2026	2027	$2,681,219	$32,450	$275,720	$156,690	$249,453	$84,313	$392,423	2027
2027	2028	$2,117,950	$41,750	$210,931	$154,065	$248,895	$82,413	$392,723	2028
2028	2029	$1,628,500	$41,100	$152,100	$156,390	$249,208	$85,513	$857,533	2029
2029	2030	$1,205,200	$30,450		$118,540	$149,348	$58,513	$859,630	2030
2030	2031	$459,000	$5,100		$76,500	$27,438	$57,263	$860,340	2031
2031	2032					$26,625	$15,975		2032
2032	2033					$25,813	$15,488		2033
		$25,355,299	$1,064,669	$1,995,368	$1,516,728	$2,219,913	$817,959	$4,526,254	

(A) Net of bid premium from the 2019A G.O. Promissory Notes.
(B) Net of bid premium from the 2020A G.O. Promissory Notes.
(C) Net of bid premium from the 2021A G.O. Promissory Notes.
(D) Net of capitalized interest from the 2021B Taxable G.O. Promissory Notes.

City of De Pere

Finance/Personnel Committee Meeting – 2022 Financing Discussion

July 12, 2022

Detailed Analysis – 2022 CIP Financing Illustration, continued

2022 BORROWING - POS

$10,120,000
G.O. PROMISSORY NOTES, SERIES 2022A
Dated September 7, 2022
(First interest 3/1/2023)

LEVY YEAR	YEAR DUE	CITY TOTAL (E)	TID #7 TOTAL (E)	TID #8 TOTAL (E)	TID #9 TOTAL (F)	TID #11 TOTAL (E)	TID #12 TOTAL (E)	TID #15 TOTAL (E)	TID #17 TOTAL (F)	PRINCIPAL *(9/1)*	INTEREST *(3/1 & 9/1) TIC = 3.96%*	LESS: *HYPOTHETICAL BID PREMIUM/ CAPI*	TOTAL	YEAR DUE
2021	2022													2022
2022	2023	$510,000	$10,000	$45,000	$0	$20,000	$290,000	$25,000	$0	$900,000	$547,323	($547,323)	$900,000	2023
2023	2024	$507,903	$6,725	$43,051	$0	$19,650	$293,568	$25,388	$0	$690,000	$507,100	($300,815)	$896,285	2024
2024	2025	$506,825	$7,475	$41,325	$136,475	$22,425	$289,250	$23,250	$152,125	$710,000	$469,150		$1,179,150	2025
2025	2026	$508,675	$7,200	$44,400	$131,525	$21,600	$290,450	$22,425	$153,825	$750,000	$430,100		$1,180,100	2026
2026	2027	$509,425	$6,925	$42,200	$131,575	$20,775	$291,100	$21,600	$155,250	$790,000	$388,850		$1,178,850	2027
2027	2028	$509,075	$6,650		$131,350	$19,950	$291,200	$25,775	$156,400	$795,000	$345,400		$1,140,400	2028
2028	2029	$507,625	$6,375		$135,850	$19,125	$290,750	$24,675	$152,275	$835,000	$301,675		$1,136,675	2029
2029	2030	$505,075	$6,100		$134,800	$23,300	$534,750	$23,575	$493,150	$1,465,000	$255,750		$1,720,750	2030
2030	2031	$506,425	$5,825		$133,475	$22,200	$539,725	$22,475	$495,050	$1,550,000	$175,175		$1,725,175	2031
2031	2032	$506,400	$10,550		$131,875	$21,100	$538,050	$26,375	$490,575	$1,635,000	$89,925		$1,724,925	2032
2032	2033													2033
		$5,077,428	$73,825	$215,976	$1,066,925	$210,125	$3,648,843	$240,538	$2,248,650	$10,120,000	$3,510,448	($848,139)	$12,782,310	

(E) Net of hypothetical bid premium.
(F) Net of hypothetical capitalized interest.

City of De Pere

Finance/Personnel Committee Meeting – 2022 Financing Discussion

July 12, 2022

Detailed Analysis – 2022 CIP Financing Illustration, continued

2022 BORROWING - POS

$895,000

TAXABLE G.O. PROMISSORY NOTES, SERIES 2022B

Dated September 7, 2022

(First interest 3/1/2023)

LEVY YEAR	YEAR DUE	TID #9 TOTAL (F)	PRINCIPAL *(9/1)*	INTEREST *(3/1 & 9/1) TIC = 4.52%*	LESS: *HYPOTHETICAL CAPI*	TOTAL	YEAR DUE
2021	2022						2022
2022	2023	$0	$0	$37,603	($37,603)	$0	2023
2023	2024	$0	$0	$38,240	($38,240)	$0	2024
2024	2025	$133,240	$95,000	$38,240		$133,240	2025
2025	2026	$134,535	$100,000	$34,535		$134,535	2026
2026	2027	$135,535	$105,000	$30,535		$135,535	2027
2027	2028	$136,230	$110,000	$26,230		$136,230	2028
2028	2029	$136,610	$115,000	$21,610		$136,610	2029
2029	2030	$131,665	$115,000	$16,665		$131,665	2030
2030	2031	$136,605	$125,000	$11,605		$136,605	2031
2031	2032	$135,980	$130,000	$5,980		$135,980	2032
2032	2033						2033
		$1,080,400	$895,000	$261,243	($75,843)	$1,080,400	

(F) Net of hypothetical capitalized interest.

City of De Pere

Finance/Personnel Committee Meeting – 2022 Financing Discussion

July 12, 2022

Detailed Analysis – 2022 CIP Financing Illustration, continued

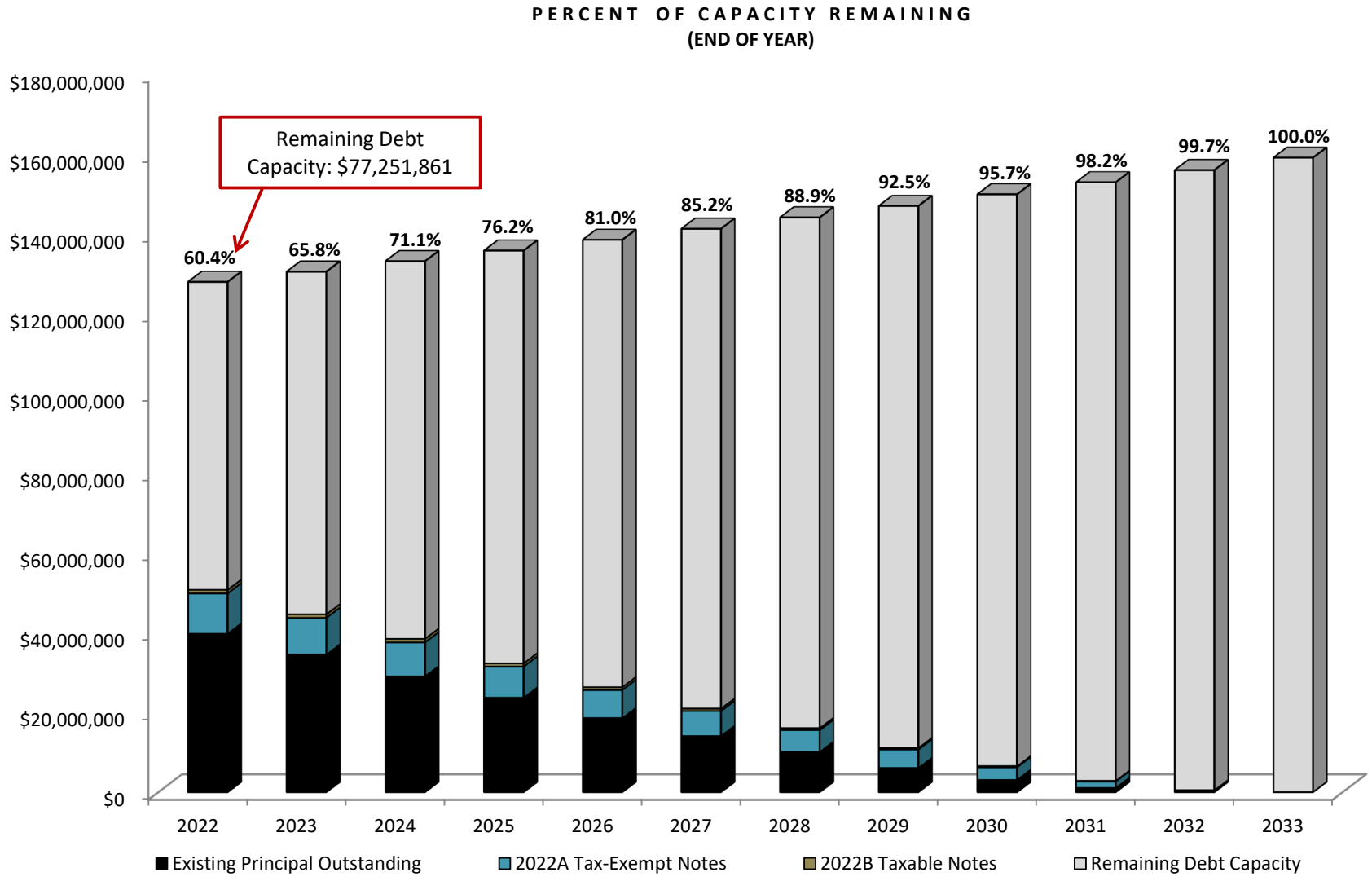
LEVY YEAR	YEAR DUE	COMBINED NET DEBT SERVICE (CITY)	COMBINED NET DEBT SERVICE (TID #7)	COMBINED NET DEBT SERVICE (TID #8)	COMBINED NET DEBT SERVICE (TID #9)	COMBINED NET DEBT SERVICE (TID #11)	COMBINED NET DEBT SERVICE (TID #12)	COMBINED NET DEBT SERVICE (TID #15)	COMBINED NET DEBT SERVICE (TID #17)	YEAR DUE
2021	2022	$3,757,960	$215,071	$267,107	$186,343	$246,820	$82,172		$0	2022
2022	2023	$4,083,901	$221,610	$310,494	$190,098	$268,780	$371,363	$25,000	$0	2023
2023	2024	$3,998,666	$184,178	$311,757	$156,547	$263,297	$377,793	$412,737	$0	2024
2024	2025	$3,877,855	$176,585	$311,074	$431,830	$275,125	$373,213	$413,098	$152,125	2025
2025	2026	$3,578,450	$147,775	$329,961	$425,500	$272,788	$377,213	$408,835	$153,825	2026
2026	2027	$3,190,644	$39,375	$317,920	$423,800	$270,228	$375,413	$414,023	$155,250	2027
2027	2028	$2,627,025	$48,400	$210,931	$421,645	$268,845	$373,613	$418,498	$156,400	2028
2028	2029	$2,136,125	$47,475	$152,100	$428,850	$268,333	$376,263	$882,208	$152,275	2029
2029	2030	$1,710,275	$36,550	$0	$385,005	$172,648	$593,263	$883,205	$493,150	2030
2030	2031	$965,425	$10,925	$0	$346,580	$49,638	$596,988	$882,815	$495,050	2031
2031	2032	$506,400	$10,550	$0	$267,855	$47,725	$554,025	$26,375	$490,575	2032
2032	2033					$25,813	$15,488			2033
		$30,432,727	$1,138,495	$2,211,343	$3,664,053	$2,430,038	$4,466,802	$4,766,792	$2,248,650	

City of De Pere

Finance/Personnel Committee Meeting – 2022 Financing Discussion

July 12, 2022

General Obligation Borrowing Capacity (5% of Equalized Valuation)



Note: Future capacity based on 2021 Equalized Valuation (TID-IN) of $2,509,546,300 with annual growth of 2.00%.

City of De Pere, Wisconsin				
Projects	**Adopted Budget**	**Short-Term Note**	**10 Year Note**	**Note - TID**
City Administrator - Office Furniture Replacement	11,000	11,000		
IT - Replace Network Switches at Community Center, MSC, Fire Station #1 & #2	15,000	15,000		
IT - Replace Fiber Optic Cable at City Hall	15,000	15,000		
IT - Install Security Cameras at Voyageur Park Parking Lot and Riverwalk	50,000		50,000	
City Hall - Engineering for Boiler Replacement	10,000	10,000		
City Hall - Fire Protection Replacement	45,000		45,000	
City Hall - Replace Windows	100,000		100,000	
City Hall - Sanitary Sewer Repairs	40,000		40,000	
Health - Replace Department Truck	31,000		31,000	
Total General Government	**317,000**	**51,000**	**266,000**	**0**
Public Safety				
Police - Police Vehicle Lease Payment (4 Ford SUV Explorers)	74,000		74,000	
Police - Replace Conducted Electrical Weapons (Tasers)	10,661	10,661		
Fire - Keysecure 5 for Knox Box Security	13,294	13,294		
Fire - Portable and Mobile Radios	80,000		80,000	
Fire - Replace PPE	43,750		43,750	
Fire - Station Alerting Software	29,000	22,545		
Total Public Safety	**250,705**	**46,500**	**197,750**	**0**
Public Works				
Building Maintenance - Vehicle for New Maintenance Specialist	27,500		40,000	
Building Maintenance - Tools for New Maintenance Specialist	10,000	10,000		
Snow & Ice - Replace Dump Truck #78	225,000		225,000	
Snow & Ice - Replace Dump Truck #79	225,000		225,000	
Snow & Ice - Brine Machine Repairs	12,000	12,000		
Traffic Signs & Markings - Raise Entrance Sign on Ashland Ave	2,500	2,500		
Brush Collection - Wood Chipper Safety Shields	12,000	12,000		
Planning - TID 7 Cultural District Master Plan Implementation	200,000			0
Planning - TID 7 Downtown Pots - Landscaping	3,000			0
Planning - TID 7 Development Rebate	300,000			0
Planning - TID 7 Façade Grant Program	60,000			60,000
Planning - TID 8 I-41 Interchange Design	157,500			46,250
Planning - TID 8 South Bridge Corridor	0			150,000
Planning - TID 9 Downtown Pots - Landscaping	3,000			0
Planning - TID 9 Development Rebate (2022 B Taxable Resolution)	1,100,000			800,000
Planning - TID 9 Main Ave Alley Reconstruction (400 Block of Main and Reid)	735,800			765,000
Planning - TID 9 Façade Grant Program	60,000			60,000
Planning - TID 10 Development Rebate	200,000			0
Planning - TID 11 West Industrial Park Railroad Spur Inspection & Maintenance	22,500			22,500
Planning - TID 11 Development Rebate	300,000			0
Planning - TID 11 South Bridge Corridor	0			150,000

City of De Pere, Wisconsin				
Projects	**Adopted Budget**	**Short-Term Note**	**10 Year Note**	**Note - TID**
Planning - TID 12 West Industrial Park Railroad Spur Inspection & Maintenance	22,500			22,500
Planning - TID 12 Development Rebate	300,000			0
Planning - TID 12 American Blvd Extension	2,500,000			2,685,000
Planning - TID 12 South Bridge Corridor	0			150,000
Planning - TID 13 Development Rebate	300,000			0
Planning - TID 14 Development Rebate & Site Assembly	654,000			0
Planning - TID 15 I-41 Interchange Design	157,500			46,250
Planning - TID 15 Development Rebate	3,000,000			0
Planning - TID 15 South Bridge Corridor	0			150,000
Planning - TID 16 Alley Reconstruction	120,000			0
Planning - TID 16 Development Rebate	800,000			0
Planning - TID 17 Southeast Area Comprehensive Plan Update	20,000			20,000
Planning - TID 17 Development Rebate	500,000			0
Planning - TID 17 Commerce Drive Pavement Extension	2,310,000			1,621,900
Total Public Works	**14,339,800**	**36,500**	**490,000**	**6,749,400**
Parks & Recreation				
Community Center - Facility Improvements/Upgrades & Repairs	10,000	10,000		
Community Center - Fire Alarm Panel Upgrade	10,000	10,000		
Community Center - Heating System Pump Replacement	95,000		115,680	
Parks & Public Lands - Sidewalk & Hard Surface Replacement Program	20,000	20,000		
Parks & Public Lands - VFW Restroom/Score Shack Roof Replacement	12,000	12,000		
Parks & Public Lands - Voyageur Park Western Parking Lot Resurfacing	75,000		130,000	
Parks & Public Lands - Patriot Park Basketball Court Resurfacing	12,000	12,000		
Parks & Public Lands - Kelly Danen Drainage	15,000	15,000		
Parks & Public Lands - Water Cooler Replacement Program	6,000	6,000		
Parks & Public Lands - Voyageur Park Parking Lot Overlay	69,000		55,000	
Parks & Public Lands - Park Light Replacement Program	15,000	15,000		
Parks & Public Lands - VFW Access Road Reconstruction	120,000		90,000	
Parks & Public Lands - Southwest Park Irrigation System Update	15,000	15,000		
Parks & Public Lands - Roundabout Irrigation System Updates	6,000	6,000		
Parks & Public Lands - VFW Tennis Court Repair	22,000		22,000	
Boat Ramps - Perkofski Boat Launch Dock Section Refurbishment	5,000	5,000		
Boat Ramps - James Street Boat Dock Extension	15,000	15,000		
Parks Equip/Veh Maintenance - Truck 13 Replacement	35,000		35,000	
Parks Equip/Veh Maintenance - Car 9 Replacement	30,000		30,000	
Parks Equip/Veh Maintenance - Mower 306 Replacement	85,000		85,000	
Parks Equip/Veh Maintenance - Wood Shop Equipment Replacement	7,500	7,500		
Parks Equip/Veh Maintenance - Wood Chipper Safety Shields	5,000	5,000		
Swimming Pools - POS System for VFW and Legion	25,000	25,000		
Swimming Pools - Legion Storm Sewer Line Replacement	10,000	10,000		
Swimming Pools - Data Card Printer Replacement	7,500	7,500		

City of De Pere, Wisconsin				
Projects	**Adopted Budget**	**Short-Term Note**	**10 Year Note**	**Note - TID**
Total Parks & Recreation	**727,000**	**196,000**	**562,680**	**0**
Street Management				
Crackfilling/Patching - Various	243,724		243,724	
Resurfacing-Various	0		740,000	
Sidewalks	115,000		115,000	
Concrete Street Rehabilitation	350,000		350,000	
Lewis Street Reconstruction	560,000		560,000	
Broadway and Bomier Pedestrian Improvements	25,000		25,000	
De Pere Cultural Foundation Site Preparation	221,000		296,000	
Bridge Rehabilitation - Creamery Road and Parkview Road	170,000		170,000	
2025 Lawrence Drive Reconstruction Engineering	20,000	20,000		
Alley Reconstruction	160,000		0	
DOT Main Avenue Design	0		50,000	
Street Light Inventory Repair	0		50,000	
Total Street Management	**1,864,724**	**20,000**	**2,599,724**	**0**
TOTALS - CAPITAL PROJECTS	**$ 17,499,229**	**$ 350,000**	**$ 4,116,154**	**$ 6,749,400**

BAIRD

City of De Pere

*Financing Timetable**

2022 CIP

As of June 27, 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Thursday, June 16, 2022	Official Statement Disclosure Questionnaire ("OSDQ") to the City.
Tuesday, June 28, 2022	OSDQ returned to Baird.
Wednesday, June 29, 2022	Preliminary numbers due.
Wednesday, July 6, 2022.....	Draft POS to Support Banker and Banker for review. Draft POS to Rating Agency.
Monday, July 11, 2022	Comments received from Support Banker and Banker. Draft POS to the City and Bond Counsel for review.
Tuesday, July 12, 2022	Initial Resolutions considered by Finance Committee. Updated Draft POS to Bond Counsel and City for review.
Tuesday, July 19, 2022	Common Council approves Initial Resolutions.
Tuesday, July 19, 2022	Draft POS comments received from City and Bond Counsel. Updated draft POS to Banker, City and Rating Agency.
Week of July 25, 2022.....	Rating agency due diligence call. Baird due diligence call.
Monday, August 8, 2022.....	Moody's Rating Report received.
Tuesday, August 9, 2022.....	POS distributed.
Tuesday, August 16, 2022	City Council adopts award resolutions.
TBD.....	Settlement date.

**Baird and the bond market will be closed on Monday, July 4th.*

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #22-60 An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.**

Approved unanimously at the July 12, 2022 regular meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- Reso22-60 (PDF)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

July 19, 2022 **Resolution No.** 22-60

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

RECITALS

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

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

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately $895,000 (the "**Notes**") to finance the Project; *provided, however,* that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

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

Section 3. Preparation of Official Statement.

The Mayor, the Clerk, and the Finance Director (in consultation with the Purchaser) are hereby authorized and directed to cause a preliminary offering document for the Notes (the "**Official Statement**") to be prepared and distributed. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement, to deem it

final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

Section 4. Further Actions.

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

Section 5. Severability of Invalid Provisions.

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

Section 6. Authorization to Act.

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

Section 7. Prior Actions Superseded.

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

Section 8. **Effective Date**.

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

* * * * * * * * * *

Adopted: July 19, 2022

Approved: July ___, 2022

_____

Mayor - James G. Boyd

_____

Clerk - Carey E. Danen

CERTIFICATIONS BY CLERK

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

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

I do hereby further certify as follows:

1. **Meeting Date**. On July 19, 2022, a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting**. On July ___, 2022 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City's offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On July ___, 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 (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

4. **Open Meeting Law Compliance**. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___voted Nay, and ___ Abstained.

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

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on July ___, 2022, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on July ____, 2022.

_____
Clerk

[SEAL]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #22-61 Approving the Proposed Project Plan Amendment for Tax Incremental Financing District No. 15, City of De Pere, Wisconsin (Project Plan Amendment #1).**

The purpose of the amendment is to add planned project costs to the previously approved TID Project Plan. The amendment is strictly a project plan amendment and the boundary of TID No. 15 remains unchanged. Amendment No. 1 formats the project plan to the current City standard and includes additional detailed sections, retains relevant sections of the previous plan, amends and adds project costs, updates plan maps and adds any required references. This approach enables the City to keep the most up-to-date project plan under a single document.

Project Plan Amendment No. 1 now includes additional project costs that were not included in the original project plan. The Humana Campus, located on Lawrence Drive, was recently sold, and now includes a proposal to develop the site into a mixed-use campus with additional commercial, office, multi-family, and single-family uses. The original project plan did not anticipate the sale transaction and future proposed development. Therefore, Project Plan Amendment No. 1 now includes costs to assist in the redevelopment of the campus. The City anticipates various public improvement and project cost expenditures for the entire district of approximately $35,000,000 during the TID's 15-year expenditure period. The largest cost-share increase is associated with the future South Bridge Connector Project.

The City anticipates land and improvement values (incremental value) of approximately $125,000,000 will be created in the TID by the end of 2040. This is an increase from the $33,000,000 in the original project plan as a result of the increased interest in the South Bridge Connector corridor/route after the announcement in late 2020. This additional value will be a result of the improvements made and projects undertaken with the TID and private developers. The City anticipates approximately $40,000,000 in increment revenue over the life of the district. The TID increment revenue will primarily be used to pay the debt service costs of the TID, project development incentives, and contribute to the development of the South Bridge Connector Project.

ATTACHMENTS:

- Reso22-61 (PDF)
- Reso PC 22-01 (PDF)
- TID No. 15 Project Plan Amendment No1 - 07132022 (PDF)

RESOLUTION #22-61

APPROVING THE PROPOSED PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL FINANCING DISTRICT NO. 15, CITY OF DE PERE,
WISCONSIN (Project Plan Amendment #1)

WHEREAS, pursuant to the direction of the Common Council and with its advice and consent, the Plan Commission of the City of De Pere has taken all steps required by Wis. Stats. §66.1105 to Amend the Project Plan to reallocate proposed funding and add additional planned project costs for Tax Incremental Financing District No. 15 (TID #15) as provided in Resolution PC 22-01 of the City Plan Commission Recommending Adoption of the Proposed Project Plan Amendment for Tax Incremental Financing District No. 15, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Project Plan Amendment for TID No. 15 includes:

a. A detailed list of estimated amended project costs that were not included in the original Project Plan;
b. An economic feasibility study of the projects, as amended;
c. A detailed list of estimated amended project costs;
d. A description of the methods of financing all estimated amended project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property within TID #15;
f. A map showing amended proposed improvements and uses in TID #15;
g. A statement of proposed changes in zoning ordinances, master plan, map, building codes and City ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how TID #15 promotes the orderly development of the City;
k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wis. Stats. §66.1105(4)(f); and

WHEREAS, in accordance with all the recitations and findings in the above-referenced Resolution of the Plan Commission and the Common Council being aware of all proceedings of

the Plan Commission in regard to the reallocation of proposed funding and additional planned project costs for Tax Incremental Financing District No. 15, including the public hearing held thereon before the Plan Commission on June 27, 2022 at 7:00 p.m., the Common Council wishes to adopt this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. TID No. 15 was created on January 27, 2020.

2. The Common Council finds and declares that:

   A. The Project Plan Amendment does not impact the boundaries of TID #15.
   B. The Project Plan Amendment for TID No. 15 is feasible and in conformity with the Master Plan of the City of De Pere (the City of De Pere Comprehensive Plan of 2010).
   C. Not less than 50% of the real property within TID #15 is suitable for mixed-use development under Wis. Stats. §66.1105(cm).
   D. The improvement of such area is likely to enhance significantly the value of the District.
   E. The private development activities projected in the Project Plan would not occur without tax incremental financing.
   F. It is estimated that less than 35% of the territory within the District will be devoted to retail business at the end of the District's expenditure period.
   G. Less than 35% of the district is land proposed for newly platted residential development; furthermore, the small portion of the TID dedicated to proposed residential development would be developed at a density at least three units per acre.
   H. The Project Plan costs directly relate to promoting mixed-use development TID #15 consistent with the purpose for which TID #15 is created.
   I. TID #15 (donor) is projected to pay all current and future project costs of TID #15 and may allocate surplus revenue in an anticipated amount of $500,000 to pay eligible TID #9 project costs (recipient). TID #9 is a rehabilitation or conservation TID for which they share the same overlying taxing jurisdictions.

3. The Common Council, pursuant to Wis. Stats. §66.1105(4)(gm), hereby adopts and approves the Project Plan Amendment for Tax Incremental District No. 15, a copy of which is attached to Resolution PC 22-01 and is incorporated herein as is fully set forth.

BE IT FURTHER RESOLVED THAT:

The Development Services Director is authorized and directed to take all actions reasonably necessary to transmit to the Joint Review Board the public records, planning documents, and this Resolution with all deliberate speed.

BE IT FURTHER RESOLVED THAT:

The Development Services Director is authorized and directed to schedule a meeting of the Joint Review Board for the purpose of considering approval of this Resolution and the Project Plan Amendment for TID #15.

BE IT FURTHER RESOLVED THAT:

Upon approval of the Project Plan Amendment for TID No. 15, City of De Pere and pursuant to Wis. Stats. §§66.1105(5)(a), the City Clerk is authorized and directed to submit to as necessary all applications and other materials required or determined necessary by the Wisconsin Department of Revenue for re-determination and certification of the tax incremental base of TID #15.

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 19th day of July, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/27/2022

PLAN COMMISSION
RESOLUTION PC 22-01

RECOMMENDING ADOPTION OF THE PROPOSED PROJECT PLAN AMENDMENT FOR TAX INCREMENTAL FINANCING DISTRICT NO. 15

WHEREAS, the proposed project plan amendment to reallocate proposed funding and add additional planned project costs for Tax Incremental Financing District No. 15 (TID #15) was filed with the City Clerk on June 16, 2022, and made available for inspection on weekdays between the hours of 7:30 a.m. and 5:00 p.m. (Monday-Thursday) and 7:30 a.m. and 11:30 a.m. (Friday), and to any person requesting a copy thereof; and

WHEREAS, a public hearing scheduled pursuant to Wis. Stats. §66.1105(4)(e), which was held on June 27, 2022, affording interested parties a reasonable opportunity to express their views on the amendment as provided at Wis. Stats. §66.1105(4)(a) and (e); and

WHEREAS, notice of such hearing was published by Class 1 publication in the City's official newspaper on June 17, 2022; and

WHEREAS, a meeting pursuant to Wis. Stats. §66.1105(4m) of the TID #15 Joint Review Board was held on June 22, 2022; and

WHEREAS, at the above-referenced public hearing conducted at the De Pere City Hall Council Chambers on June 27, 2022 at 7:00 p.m., the Plan Commission heard all interested parties, their agents and attorneys regarding the proposed TID #15 Project Plan amendment and determined that the funding reallocation and additional planned projects as proposed are in conformity with the City's Comprehensive Plan and are in the best interests of the City in order to foster logical and economic development and further, that the private development activities projected would not otherwise occur without tax incremental financing in that part of the City.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE PLAN COMMISSION OF THE CITY OF DEPERE THAT:

The Plan Commission recommends the Project Plan for TID #15, City of De Pere, be amended as proposed to reallocate funding and add additional planned projects, a copy of which is attached hereto and incorporated herein as if fully set forth.

BE IT FURTHER RESOLVED THAT:

The Plan Commission hereby adopts the Tax Increment District No. 15 Project Plan Amendment No. 1, City of De Pere, as prepared and presented by the Development Services Department; further, that such project plan amendment is hereby submitted to the Common Council of the City of De Pere in accordance with Wis. Stats. §66.1105(4)(f).

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 27th day of June, 2022.

APPROVED:

James G. Boyd, Mayor
Plan Commission Chair

Ayes: 7
Nays: 0

City of De Pere

Tax Increment District No.15
Project Plan Amendment No. 1

Prepared by the Development Services Department

Prepared 06/16/2022

Plan Commission Review and Approval – June 27, 2022
Common Council Review and Approval - TBD
Joint Review Board Review and Approval - TBD

Project Plan Table of Contents

Description Page

1. Executive Summary TID No. 15 Project Plan Amendment No. 1 1
2. Community Introduction 1
3. Introduction to Tax Increment Financing 1
4. Tax Increment District No. 15 Creation & Amendment Overview 2
5. Summary of Findings 6
6. City Planning & Zoning 7
7. Statement of Kind, Number, And Location of Public Works & Other Projects 8
8. Detailed List of Project Costs 11
9. Economic Feasibility, Financing & Timetable 12
10. Financing Methods & Timetable 13
11. Equalized Value Test 15
12. Statement of Impact to Overlying Taxing Jurisdictions 15
13. Statement of Proposed Changes To Municipal Maps, Plans, and Ordinances 16
14. Relocation 16
15. District Boundary And Description 17

Appendix A Parcel List and Maps

Map 1: District Boundary Map
Map 2: District Boundary with TID No. 10 Overlay
Map 3: Existing Land Use
Map 4: Proposed Land Use
Map 5: Zoning
Map 6: One-Half Mile Radius of TID Boundary
Map 7: Proposed Public Works and Utility Improvements

Appendix B Financial Attachments

Table 1: Planned Project Costs
Table 2: Tax Increment Proforma
Table 3: Tax Increment Cash Flow
Table 4: Financing Summary

Appendix C: Resolutions, Notices, Minutes & Other Attachments

1: Opinion Letter from City Attorney Regarding Compliance with Statutes
2: Letter Chief Official of Overlying Taxing Entities and Notice
3: JRB Meeting Notices – Affidavit of Publication
4: JRB Meeting No. 1 Agenda and Minutes
5: JRB Meeting No. 2 Agenda and Minutes
6: JRB Resolution Approving TID No. 15 Project Plan Amendment No. 1
7: Public Hearing Notice – Affidavit of Publication
8: Plan Commission/Public Hearing Meeting Agendas
9: Plan Commission/Public Hearing and Meeting Minutes
10: Plan Commission Resolution Approving TID No. 15 Project Plan Amendment No. 1
11: Common Council Meeting Agenda
12: Common Council Meeting Minutes
13: Common Council Resolution Approving TID No. 15 Project Plan Amendment No. 1

City of De Pere TID No. 15 Officials and Acknowledgements

Common Council

Mayor James Boyd
Ald. Amy Chandik Kundinger
Ald. Jonathon Hansen
Ald. Dean Raasch
Ald. John Quigley
Ald. Shana Defnet Ledvina
Ald. Pamela Gantz
Ald. Devin Perock
Ald. Dan Carpenter

Plan Commission

James Boyd, Mayor
Dan Carpenter, Alderperson
Dean Raasch, Alderperson
Shane Raymaker, Commissioner
Brenda Busch, Commissioner
Mark Higgins, Commissioner
Grant Schilling, Commissioner

Joint Review Board

James Boyd, Mayor - City of De Pere Representative
Bob Mathews - Northeast Wisconsin Technical College Representative
Dawn Laboy – School District of West De Pere Representative
Chad Weininger – Brown County Representative
Mark Higgins –Citizen Member

City Staff

Daniel J. Lindstrom, AICP Development Services Director
Larry Delo, City Administrator
Kristen Johnson, City Attorney
Judith Schmidt-Lehman City Attorney (Former)
Angela M. Zills, Paralegal
Kelly Barker, Administrative Assistant

Milestone Dates

Public Hearing: June 27, 2022
Plan Commission Approval Recommendation: June 27, 2022
Common Council Approval: TBD
Joint Review Board Approval: TBD

1. EXECUTIVE SUMMARY TID NO. 15 PROJECT PLAN AMENDMENT NO. 1

The purpose of the Project Plan Amendment is to add planned project cost to the previously Approved TID Project Plan. The amendment is strictly a project plan amendment and the boundary of TID No. 15 remains unchanged. Amendment No. 1 formats the project plan to the current City standard and includes additional detailed sections, retains relevant sections of the previous plan, amends and adds project costs, updates plan maps, and adds any required references. This approach enables the City to keep the most up-to-date project plan under a single document. Therefore, sections heading text identified in light gray are areas in which the document has been updated under this amendment.

2. COMMUNITY INTRODUCTION

The 25,000 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks, and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center, and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment.

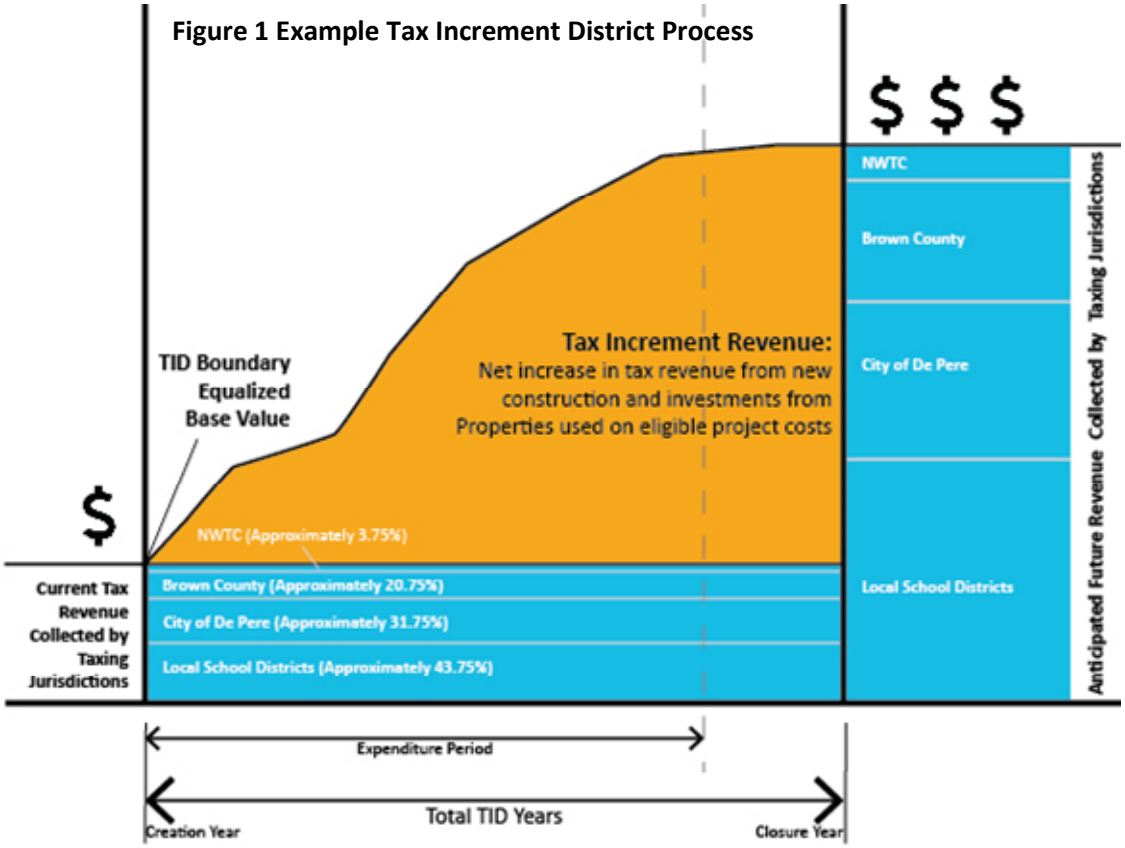


3. INTRODUCTION TO TAX INCREMENT FINANCING

Tax Increment Financing (TIF) is a method of public finance often used by municipalities across the United States to subsidize redevelopment, infrastructure, and other community growth projects. The Wisconsin legislature passed the first TIF law in 1975, and municipalities across the state have used the mechanism to make improvements to specified Tax Increment Districts (TIDs). TIF helps to promote local tax base expansion by using property tax revenues to fund site improvements to attract new development, industry, rehabilitation/conservation projects, mixed-use development, blight elimination, and environmental remediation. During the development period, tax bases for the entities in question remain static at pre-development levels, while property taxes continue to be paid. The taxes derived from increases in property value within the TIDs (the tax increment) are diverted into a special fund in the City to pay for the costs of this redevelopment. Generally, the City will borrow funds to pay for initial development costs and use tax increments to retire debt. The City works with developers and property owners to provide infrastructure improvements and incentives for development. Public infrastructure and property improvements will be financed by a combination of TIF increments and debt financing. Figure 1 diagrams the example TID lifespan and process.

The State of Wisconsin classifies City Tax Increment Districts into several categories: rehabilitation, blight removal, industrial, mixed-use, and environmental remediation districts. Tax Increment Districts terminate once either all costs are paid through increment financing or the mandated termination date passes. Upon termination, the taxing jurisdictions within the TID share in the post-TIF tax revenue generated through improvements during the TID's lifetime.

Figure 1 Example Tax Increment District Process



4. TAX INCREMENT DISTRICT NO. 15 CREATION AND AMENDMENT OVERVIEW

a. Summary and Statement of Purpose

The City plans to use Tax Incremental Financing ("TIF") as a successful economic development programming tool by providing public improvements to encourage and promote industrial, commercial, and residential development. The goal is to increase the tax base, provide for and preserve employment opportunities within the City, and create and enhance tourism opportunities in the area and region. The City works with developers and property owners to provide infrastructure improvements and incentives for development. Public infrastructure and property improvements will be financed by a combination of TIF increments and debt financing.

The City of De Pere Created Tax Incremental District No. 15 ("TID No. 15") on January 27, 2020, as an overlap of Tax Incremental District No. 8 (TID No. 8). The City created TID No. 8 on August 21, 2007, and is expected to terminate (absent extension) ending August 21,

2027. The City created TID No. 15 in response to a large, proposed development utilizing property previously located in TID No. 8 that required TIF incentives. The United Health Group project was completed in April of 2022 and is valued at nearly $27,000,000. TID No.8 will remain economically solvent even with pulling properties from TID No. 8 into TID No.15. The Humana Campus in TID No. 8 was recently sold and was completed as an arms-length transaction. The sale value will increase the increment value in TID No. 8. Appendix B illustrates the TID No.8 status proforma analysis with the TID No.15 overlay. The City created TID No. 15 as a "Mixed-Use District" with the instant focus of this District to facilitate the proposed office development. The 174,000 square foot, four-story corporate office development was completed in 2021 and required TIF incentives. The project includes a guaranteed assessed value of approximately $30 million and brings 1,000 employees to the City. Payment in Lieu of Taxes is required if the property falls below the guaranteed addressed value during the life of the TID.

Project Plan Amendment No. 1 now includes additional project costs that were not included in the original project plan. The Humana Campus, located on Lawrence Drive, was recently sold, and now includes a proposal to develop the site into a mixed-use campus with additional commercial, office, multi-family, and single-family uses. The original project plan did not anticipate the sale transaction and future proposed development. Therefore Project Plan Amendment No. 1 now includes costs to assist in the redevelopment of the campus. The City anticipates various public improvement and project cost expenditures for the entire district of approximately $27,750,000 during the TID's 15-year expenditure period. The largest cost-share increase is associated with the future South Bridge Connector Project.

The City projects land and improvement values (incremental value) of approximately $125,000,000 will be created in the TID by the end of 2040. This is an increase from the $33,000,000 in the original project plan as a result of the increased interest in the South Bridge Connector corridor/route after the announcement in late 2020. This additional value will be a result of the improvements made and projects undertaken with the TID and private developers. The City anticipates approximately $41,500,000 in increment revenue over the life of the district. The TID increment revenue will primarily be used to pay the debt service costs of the TID, project development incentives, and contribute to the development of the South Bridge Connector Project.

b. Planning and Approval Process Timeline

The City notified the overlying taxing jurisdictions of the public hearing on June 2, 2022, and published public hearing notices in the Press Times on June 17, 2022. The notice for the first Joint Review Board (JRB) meeting was also published on June 17, 2022. The Joint Review Board held its organizational meeting on June 22, 2022.

The City held the public hearing for Project Plan Amendment No. 1 to TID No. 15 on June 27, 2022. After the public hearing, the Plan Commission recommended approval of the TID No. 15 Project Plan Amendment. This Project Plan Amendment was adopted by the resolution of the Common Council on July ___, 2022.

On _____, ____, 2022 the Joint Review Board reviewed and _____ of The TID No. 15 Project Plan Amendment as required by Wisconsin Statutes. The City published the agenda notice of the final Joint Review Board meeting on _____, __, 2022.

Documentation of all resolutions, notices, and minutes can be found as attachments to this Project Plan Amendment. As required by Wisconsin Statutes Chapter 66.1105(5)(b), a copy of the Project Plan will be submitted to the Wisconsin Department of Revenue and used as the basis for the review of the Amendment. This official Project Plan Amendment guides the development activities within TID No. 15. Implementation of the Project Plan and completion of the proposed activities require a case-by case-authorization by the Plan Commission, Board of Public Works, Finance and Personnel Committee, and the City Council. Public expenditures for projects listed in the Project Plan will be based on the development status of the land and economic conditions existing at the time of construction or implementation. Changes to the TID boundary or project categories not identified herein require a formal amendment to the Project Plan involving a public hearing and review and City Council approval.

c. Description And Inventory of Area

The real property in the TID is in the City of De Pere, located in Brown County, WI. The TID No. 15 project area is roughly defined by properties, north of Creamery Road, west of Interstate 41, 1,300 Feet South of Scheuring Road, and east of Lawrence Drive The approved TID Boundary encompasses 243.36 acres.

TID Boundary Map: A complete map set is included within Appendix A of this Project Plan**.** Map 1 illustrates the current TID Boundary and Map 2 illustrates the overlapping parcels with TID No. 8. The maps have been updated to reflect the current parcel lines, but the boundaries remain unchanged.



5. SUMMARY OF FINDINGS

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan creation and the exhibits contained and referenced herein, the following findings are made:

a. The Project Plan Amendment is:
   i. In conformity with the Comprehensive Plan and other guiding documents.

   ii. Economically feasible and will enable the TID to close prior to the required closure date.

b. Economic Feasibility and Benefits:
   i. As detailed in the economic feasibility section of this Project Plan, the total tax increment and resulting revenues in the District are sufficient to pay for the existing public works and the proposed incentives included within this Project Plan.

   ii. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. Moreover, the development and infrastructure projects will spur additional development located outside of the TID, the overlying taxing jurisdictions will see an increase in the tax base immediately instead of waiting for the District to close with a much larger TID.

   iii. The expenditures made will create new jobs in the immediate area as a result of the TID creation. When added to the area within one-half mile of the District, the new and existing businesses in the area will be able to capture an additional or larger market share in the greater region. Therefore, the project costs of the District continue to relate directly to promoting development in the District consistent with the purpose for which the District is to be created.

c. "But For Test":
   But for the creation and subsequent amendments of this District, the City and developers would not be able to use the Project Plan tools (infrastructure, demolition, land assemblage, and development incentives ("cash grants") to facilitate the redevelopment of the district. That "but for" the creation of this TID, the development projected as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In making this determination, the City has considered the following information:

   i. Development within the TID has not occurred at the pace anticipated by the City. Infrastructure and other development-related expenses are not likely to be borne exclusively by private developers; therefore, the City has concluded that public investment will be required to fully achieve the City's objectives for this area.

   ii. To achieve its objectives, the City has determined that it must take an active role in encouraging development by making appropriate public expenditures in the area. Without the availability of tax increment financing, these expenditures are unlikely to be made. Enhancement of this area will complement existing venues in the City, and benefit, not only the City but all overlapping taxing jurisdictions. Accordingly, the costs to implement the needed projects and programs are appropriately funded through tax increment financing.

   iii. In order to make the area included within the TID suitable for development, the City will need to make a substantial investment to pay the costs of some or all of the projects listed in the Project Plan such as offsite public infrastructure (stormwater pond, roadway, and intersection improvements). Due to the public investment that is required, the City has

determined that development of the area will not occur at the pace or levels desired solely as a result of private investment.

d. 12% Test:
While the boundary is not being amended in this project plan the total value has been updated to reflect the current limits at the time of Amendment approval. The City does not exceed the 12% maximum threshold for the total equalized increment value combined with the projected new TID base value in this TID as a ratio of the total equalized value of the property in the City. The total increment value of all the existing tax increment districts within the City equals 6.37%. The City terminated TID No. 6 in 2021. The closure of TID No. 6 is expected to lower the TID increment value to 2.5% of the total equalized value in the City. The detailed TID breakdown is included in Section 11.

e. District Type:
The TID was created as a Mixed-Use District. This Project Plan meets the definition and requirements for a Mixed-Use District and that not less than 50% of the proposed district's area land is suitable for industrial (business park), commercial, and residential use. The total real property area dedicated to newly platted residential is 22.9% and complies with 66.1105(2)(cm).

f. Estimated Percentage of Retail:
The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

6. CITY PLANNING AND ZONING

The following are the subject sections and maps of the City of De Pere guiding documents:

a. Existing Land Use:
As of the drafting of this Project Plan, the TID area is primarily comprised of business uses, open space, road rights-of-way, fields, and stormwater facilities. Map 3 of Appendix A illustrates the existing land uses.

b. Future Land Use:
At the time of TID creation in 2020, the De Pere Comprehensive Plan designated the areas as Future Business Park and Highway Commercial uses. In 2021 the Common Council approved a Future Land Use Map amendment to also include Neighborhood Residential (including Multi-Family) and Multi-Family on the undeveloped portion of the Humana Campus. Map 4 of the Appendix has been updated with a 2021 amendment and illustrates the future land uses.

c. Zoning:
The parcels in the TID are subject to local zoning and land division regulation. The parcels are currently zoned as applicable by Wisconsin Statutes, the City can implement zoning changes that comply with the Comprehensive Plan. Map 5 of Appendix A illustrates the existing zoning.

7. STATEMENT OF KIND, NUMBER, AND LOCATION OF PUBLIC WORKS & OTHER PROJECTS

The City created TID No. 15 to promote mixed-use development and redevelopment of properties, improve a portion of the City, enhance the value of the TID, and broaden the property tax base. Any cost directly or indirectly related to achieving the objective of promoting mixed-use development is considered a "project cost" and eligible to be paid from tax increments of this tax increment district. Project costs include expenditures made or estimated to be incurred by this mixed-use district for newly platted residential development in cases where the density of the residential housing is at least 3 units per acre; or for residential housing located in a conservation subdivision as defined in Wis. Stats. §66.1027(1)(a); or for residential housing located in a traditional neighborhood development as defined in Wis. Stats. Project costs also include the construction of infrastructure in and up to a one-half mile of the TID boundary, illustrated in Map 6 in Appendix A. Listed below are major categories, which are necessary and standard improvements for promoting mixed-use development:

a. Infrastructure

That portion of costs related to the design, construction, or alteration of sewage treatment plants; water treatment plants or other environmental protection devices; storm or sanitary sewer lines; stormwater management facilities; water lines or amenities on streets; or the rebuilding or expansion of streets, the construction, alteration, rebuilding or expansion of which is necessitated by the Project Plan for a district, and is within the district. Infrastructure can also be installed outside the district, if required, to carry out Project Plans; but only the portion which directly benefits the district is an eligible cost. Map 7 In Appendix A illustrates the proposed physical improvements.

The TID originally budgeted $3,194,000 under this category. Project Plan Amendment No. 1 now includes proposes to increase infrastructure costs to $17,000,000 (TID Share).

b. Capital Improvement Costs

Including, but not limited to, the costs of the construction of public works or improvements; new buildings, structures, and fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures, other than the demolition of listed historic properties and the acquisition of equipment to service the district. These are items not already covered under impact or user fees.

Project Plan Amendment No. 1 now includes $100,000 budgeted under this category.

c. Site Development Costs

Site development activities required to make sites suitable for development include, but are not limited to, environmental studies and remediation; stripping topsoil; grading; compacted granular fill; topsoil replacement; access drives; parking areas; landscaping; stormwater detention areas; demolition of existing structures; relocating utility lines; and other infrastructure, utilities, signs, fencing, and related activities.

Project Plan Amendment No. 1 now includes $500,000 budgeted under this category.

d. Land Acquisition & Assembly
This may include, but is not limited to, fee title, easements, appraisals, environmental evaluations, consultant and broker fees, closing costs, surveying and mapping, and lease and/or the sale of the property at or below market price to encourage or make feasible an economic development project. This could also include the cost to relocate existing businesses or residents to allow redevelopment.

Project Plan Amendment No. 1 now includes $500,000 budgeted under this category.

e. Development Incentives ("Cash Grants")
The City may use TID No. 15 funds to provide cash grants and other types of incentives to developers and businesses to promote and stimulate new development. The City may enter into agreements with property owners, businesses, developers, or non-profit organizations to share costs to encourage the desired kinds of improvements. In such cases, the City will execute development agreements with the developers and/or businesses, which will identify the type and amount of assistance to be provided. The City may provide funds either directly or through an organization authorized by Wisconsin Statutes (such as a Redevelopment Authority, Public Housing Authority, development organizations, or other appropriate organizations) to make capital available to businesses and/or developers to stimulate or enable economic development and housing development projects within TID No. 15. Funds may be provided in the form of a cash grant, forgivable loan, direct loan, or loan guarantee.

The TID originally budgeted $3,306,000 under this category. Project Plan Amendment No. 1 now increases possible Developer Incentives (cash grant) costs to $9,500,000.

f. Professional Services
Including, but not limited to, those costs incurred for architectural, planning, engineering, and legal advice related to implementing the Project Plan, negotiating with property owners and developers, and planning for the redevelopment of the area. The design of specific infrastructure projects listed in Section 7.A is included in the respective infrastructure budgets.

Project Plan Amendment No. 1 now includes $300,000 budgeted under this category.

g. Discretionary Payments
Payments made at the discretion of the local legislative body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of Project Plans. This could include expenditures to fund programs to eliminate blight; improve housing stock; remove social obstacles to development; provide labor force training, daycare services, or neighborhood improvements to improve the quality of life or safety of the residents, workers, or visitors; and other payments which are necessary or convenient to the implementation of this Project Plan. This also can include an annual allocation to TID No. 9 in accordance with the requirements prescribed in Wisconsin Statutes Chapter 66.1105(6)(d).

Project Plan Amendment No. 1 now includes $500,000 budgeted under this category.

h. Administration Costs

Administrative costs include, but are not limited to, a reasonable portion of the salaries of the City Administrator, Development Services Director, Building Inspector, Attorney, Finance Director, Auditor, Assessor, Public Works employees, City Engineer, consultants, and others directly involved in planning and administering the projects and overall District. Administration costs also include any annual payments required to be paid to the Wisconsin Department of Revenue (DOR) under state law.

The TID originally budgeted $1,300,000 under this category and remains unchanged.

i. TID Organizational Costs

Organizational costs include, but are not limited to, the fees of the financial consultant, attorney, engineers, planners, community development consultants, surveyors, GIS professionals, environmental consultants, appraisers, and other contract services related to the planning and creation of the TID. This shall include the preparation of feasibility studies, project plans, engineering to determine project costs, and prepare plans, maps, legal services, environmental investigations, grant applications, regulatory approvals, and other payments made which are necessary or convenient to the creation of this tax increment district. Also included as an eligible administrative cost is the $1,000 Certification Fee charged by the Wisconsin Department of Revenue.

Project Plan Amendment No. 1 now includes $25,000 budgeted under this category.

j. Inflation

Throughout the past 20 years, the annual rate of inflation in the construction industry has averaged between 2% and 4%. The inflation appreciation rate, for the purpose of making projections, is 2.5% as illustrated in Appendix B.

Project Plan Amendment No. 1 now includes $2,875,000 budgeted under this category.

k. Financing Costs

Including, but not limited to, all interest paid to holders of evidence of indebtedness issued to pay for project costs and any premium paid over the principal amount of the obligations due to their redemption of the obligations before maturity.

The total financing cost allocated to the TID will be dependent on the amount and time of the loans. The TID originally budgeted $1,729,200 under this category. Project Plan Amendment No. 1 now increases financing costs to $4,100,000 most of which is associated with the cost of the South Bridge Connector project.

The projects listed above will provide the necessary facilities and support to enable and encourage the development of TID No. 15. These projects may be implemented in varying degrees in response to development needs. The cost estimates above may be adjusted for inflation at the time they are incurred.

8. DETAILED LIST OF PROJECT COSTS

Figure No. 2 below summarizes the detailed project costs for project categories anticipated to be implemented during the expenditure period of TID No. 15. This format follows Department of Revenue guidance on detailed project costs, which states "this list should show estimated expenditures expected for each major category of public improvements."

All updated costs listed are based on 2022 prices and are preliminary estimates. The City reserves the right to revise these cost estimates to reflect unforeseen circumstances between the time of TID creation and the time of construction or implementation, such as a higher than the anticipated inflation rate or financing costs that vary from projections due to market conditions at the time of a bond issuance. The City could pursue grant programs to help share project costs included in this Project Plan, as appropriate. Planned project costs are listed in the table below. A more detailed list of planned project costs is included as part of the Financial Attachments in Appendix B.

The City may fund specific project cost items shown below in greater or lesser amounts in response to opportunities that will help the City accomplish the purposes of TID No. 15. The City will use the overall benefit to the City and economic feasibility (i.e., the availability of future revenue to support additional project costs) in determining the actual budget for project cost items throughout the TID's expenditure period.

Planned Project Costs Summary

TID No. 15 — **Created/Revised: 6/17/2022**

Category	Project Plan Costs	Amendments Plan (1-4) Costs	Other's Share	TID Share
A. Infrastructure	$3,194,000	$201,806,000	$188,000,000	$17,000,000
B. Capital Costs	$0	$100,000	$0	$100,000
C. Site Development Costs	$0	$500,000	$0	$500,000
D. Land Acquisition & Assembly	$0	$500,000	$0	$500,000
E. Development Incentives	$3,305,000		$0	$9,500,000
F. Professional Services	$0	$300,000	$0	$300,000
G. Discretionary Payments	$0	$500,000	$0	$500,000
H. Administration Costs	$1,300,000	$3,000	$0	$1,303,000
I. Organizational Costs	$1,000	$24,000	$0	$25,000
J. Inflation	$0	$0	$0	$2,981,089
Subtotal	$7,800,000	$203,733,000	$188,000,000	$32,709,089
K. Financing Costs *(less Capitalized Interest)*		$2,629,580		$4,091,237
Capitalized Interest				$142,000
Total TID Expenditure				**$36,942,327**

Non-Project costs are public works projects that only partly benefit the TID or are not eligible to be paid with tax increment, or costs not eligible to be paid with Tax Incremental Financing funds. Examples would include:

- A public improvement made within the TID that also benefits property outside the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.

- A public improvement made outside the TID that only partially benefits property within the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.

- Projects undertaken within the TID as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

  The City anticipates approximately $190,000,000 of project funding from other governmental agencies and grant programs for the completion of the future Southbridge Road improvements that would also benefit parcels outside of the TID. Table 1 in Appendix B illustrates these costs. It is noted the final cost of the South Bridge Improvements will not be finalized until closer to the construction schedule.

9. ECONOMIC FEASIBILITY, FINANCING & TIMETABLE

In order to evaluate the economic feasibility of the TID, it is necessary to project the amount of tax increment revenue that can reasonably be generated from the District. The ability of the municipality to finance proposed projects must also be determined. The District is economically feasible if the tax increment revenue projected to be generated over the life of the TID is sufficient to pay all project and financing costs incurred during the TID's expenditure period. The components of such an analysis include:

- The expected increase in property valuation is due to inflation and the impact of general economic conditions on the TID.
- The expected increase in property valuation is due to new development encouraged by the TID.
- Any change that may take place in the full value tax rate.
- The expected TID revenues.
- The expected TID cash flow (the timing of the revenue).

The economic feasibility must make some projections and assumptions. These assumptions are as follows:

a. Increase in Property Value
   For the purposes of projecting assessed values for the remainder of the District's life, the Project Plan used a 0.5% property appreciation rate per year. This estimate is below the recent local, state, and national averages.

b. Effective Tax Rate
   The third variable to consider in projecting TID revenues is the full-value tax rate. The full-value tax rate is adjusted annually based on property valuation and the amount of funds required by all taxing jurisdictions to support their adopted annual budgets. For the purposes of projecting the mill rate for the remainder of the District's life, the Project Plan used the 2021 reported interim tax rate of $0.019735933 as reported by the City. The project plan assumes an annual average reduction of -0.25% change will provide a conservative estimate since the rate dropped by 9% over the past two years but was stabilized in years prior.

c. Cash Flow

Another consideration regarding the adequacy of TID revenues toward paying TID project costs is the relative timing of revenue and expenditures or cash flow. There are sufficient TID revenues over the life of the TID to pay for all costs. The Tax Increment Cash Flow Worksheet shown in Appendix B summarizes the assumed cash flow.

10. FINANCING METHODS & TIMETABLE

a. Financing Methods

The City plans to fund project costs with cash received from future TID No. 15 tax increments and requires the City to issue obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of G.O. and State Trust Fund Loan debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

Board of Commissioners of Public Lands State Trust Fund Loans

The City may issue State Trust Fund Loans to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of State Trust Fund Loan and GO debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds is limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds issued to developers in this fashion are not general obligations of the City and therefore do not count against the City's borrowing capacity.

Federal/State Loan Grant Programs

The State and Federal governments often sponsor grant and loan programs that municipalities may potentially use to supplement TID expenditures or provide financing for capital costs that positively impact the District. These programs include Wisconsin Community Development Block Grants, Rural Development Administration Community Facility Loan/Grants, Transportation Economic Assistance Grants, and Economic Development Administration Grants. These programs require local match funding to ensure State and Federal participation in the project.

The actual amount of debt issuance will be determined by the City at its convenience and as dictated by the nature of the projects as they are implemented.

General obligations of the City are limited by state law to five percent of the equalized property value. As of December 31, 2021, the City had a total debt capacity of approximately $125.48 million and approximately $44.03 million in existing General Obligation debt. Using this data, the current remaining debt capacity is about $81.4 million. There is approximately $35 million in anticipated project costs within the TID; however, not all anticipated project costs will need to be borrowed. For example, TID administration costs can be paid out of City operating funds and reimbursed from the TID when funds are available. Other expenses can be paid out of TID cash flow as projects are constructed and assessed, and begin paying property taxes. The City can finance some project costs through direct debt or bond instruments, utilizing the general revenue capacity of the City to secure those instruments.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

b. Timetable

The maximum life of the TID is 20 years; a three-year extension may be requested. The City of De Pere has a maximum of 15 years to incur TIF expenses for the projects outlined in this Project Plan. The City of De Pere is not mandated to make the improvements defined in this Project Plan; each project will require case-by-case review and approval. The decision to proceed with a particular project will be based on the economic conditions and budgetary constraints at the time a project is scheduled for consideration. The actual implementation of the projects may be accelerated or deferred, depending on conditions existing at the time.

Additionally, current state statutes allow a municipality to collect revenue from a TID that is about to close for one additional year to benefit affordable housing and improve the City's housing stock. The City of De Pere may opt to take advantage of this provision before termination of TID No. 15.

The timing for each of the planned development projects is shown in the TID Pro Forma (Attachment No. 4 in Appendix B).

c. TID Expenditure Period

The expenditure period for the District ends on February 19, 2035. The City could incur additional project costs until this date. The City is not mandated to make the improvements defined in this Project Plan; each project will require case-by-case review and approval. The decision to proceed with a particular project will be based on the economic conditions and budgetary constraints at the time a project is scheduled for consideration. The actual implementation of the projects may be accelerated or deferred, depending on conditions existing at the time.

d. TID Closure Date

The mandate closure date is February 19, 2041. Therefore, the final collection year for TID No. 15 is 2041. It is noted that per Act 256 in 2015, the State approved adding one-year life and allocation extension for new TIDs when the municipality adopts the resolution between September 30 and May 15. This is to account for the difference between annual TID creation deadlines and require closure deadlines.

11. EQUALIZED VALUE TEST

Wisconsin Statutes Section 66.1105(4)(gm)4.c states that the equalized value of the taxable property of the new TID combined with the value increments of all existing districts cannot exceed 12% of the total equalized value of the taxable property within the municipality. Figure 3 below uses values listed in the Wisconsin Department of Revenue's 2021 TIF Value Limitation Report. The table has been updated for reference only.

Figure 3: TID Valuation Compliance Test

TID No. 15

Description	Type	2021	2022
Report Year		2021	2022
Recent Annual Reported Total Municipal Equalized Value		$ 2,509,546,300	$ 2,509,546,300
12% Test		$ 301,145,556	$ 301,145,556
Tax Increment District No. 006	Increment	$ 99,743,400	Closed 2021
Tax Increment District No. 007	Increment	$ 5,332,600	$ 5,332,600
Tax Increment District No. 008	Increment	$ 13,551,000	$ 13,551,000
Tax Increment District No. 009	Increment	$ 1,508,500	$ 1,508,500
Tax Increment District No. 010	Increment	$ 7,337,000	$ 7,337,000
Tax Increment District No. 011	Increment	$ 11,109,500	$ 11,109,500
Tax Increment District No. 012	Base +	$ 11,400,000	$ 11,400,000
Tax Increment District No. 013	Increment	$ 7,554,200	$ 7,554,200
Tax Increment District No. 014	Increment	$ 2,327,200	$ 2,327,200
Tax Increment District No. 015	Increment	$ (62,700)	$ 26,000,000
Tax Increment District No. 016	Increment	$ -	$ -
Tax Increment District No. 017	Increment	$ -	$ -
Total (*A negative increment is treated as zero increment)		$ 159,863,400	$ 86,120,000
Percent of City's Equalized Value in Existing TIDs		6.37%	3.43%
Remaining Available TID Value		$ 141,282,156	$ 215,025,556
Compliance		OK	OK

12. STATEMENT OF IMPACT TO OVERLYING TAXING JURISDICTIONS

All overlapping taxing jurisdictions will benefit from increased property values, job creation, and redevelopment or development of properties, as well as other economic activities. Therefore, upon closure of the TID, the projected increments should be dispersed between all the overlying taxing jurisdictions. Figure 4 provides a summary of the impact on the overlying taxing jurisdictions throughout the life of the District.

Figure 4: Analysis of Impact on Overlying Jurisdictions

TID No. 15

Taxing Jurisdiction	2021 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions (2020)	Annual Taxes Collected After TID*	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
County	$0.003752323	19.01%	$10,910	$536,964	$526,055	
Local	$0.006131311	31.07%	$17,826	$877,402	$0	$429,788
School District	$0.009113915	46.18%	$26,498	$1,304,218	$1,277,720	
Tech. College	$0.000738384	3.74%	$2,147	$105,664	$103,517	
Total	**0.019735933**	**100.00%**	**$57,381**	**$2,824,249**		

* 2041 Mill rate projection at current mill rate percentages

13. STATEMENT OF PROPOSED CHANGES TO MUNICIPAL MAPS, PLANS, AND ORDINANCES

The Project Plan Amendment does not propose changes to the Comprehensive Plan, City maps, City ordinances, or Building Codes as part of this Project Plan. The Project Plan presented here complies with the City's adopted Comprehensive Plan. Modifications to the City's Zoning Code and other City ordinances may be necessary for the future if deemed appropriate for redevelopment. Zoning is shown in Appendix A. Development proposals will have to go through the appropriate procedure to receive the proper zoning for a proposed project. There are no lands included within the TID that were annexed by the City on or after January 1, 2004.

14. RELOCATION

No persons are expected to be displaced or relocated as a result of proposed projects in TID No. 15; however, if relocation were to become necessary in the future, the City will do so in full accordance with all applicable state statutes and rules. The following is the method proposed by the City for displacement or relocation. Before negotiations begin for the acquisition of property or easements, all property owners will be contacted to determine if there will be displaced persons as defined by Wisconsin Statutes and Administrative Rules. If it appears there will be displaced persons, all property owners and prospective displaced persons will be provided an informational pamphlet prepared by the State of Wisconsin. If any person is displaced as a result of the acquisition, they will be given a pamphlet on "Relocation Benefits" as prepared by the DOA. The City will file a relocation Project Plan with the DOA and shall keep records as required by Wisconsin Statutes section 32.27. The City will provide each owner with a full narrative appraisal, a map showing the owners of all property affected by the proposed project, and a list of neighboring landowners to whom offers are being made as required by law.

15. DISTRICT BOUNDARY AND DESCRIPTION

ALL OF THE NW 1/4 OF THE SE 1/4, PART OF THE NE 1/4, PART OF THE SE 1/4, PART OF THE SW 1/4 OF THE SE 1/4, PART OF THE NE 1/4 OF THE NE 1/4, PART OF THE SE 1/4 OF THE NE 1/4, PART OF THE SW 1/4 OF THE NE 1/4, PART OF THE SE1/4 OF THE NW 1/4, PART OF THE NE 1/4 OF THE SW 1/4, PART OF GOVERNMENT LOT 1, AND PART OF GOVERNMENT LOT 2, SECTION 31, T23N, R20E, AND PART OF THE NW 1/4 OF THE NW 1/4, PART OF THE SW 1/4 OF THE NW 1/4, PART OF THE SE 1/4 OF THE NW 1/4, AND PART OF THE NW 1/4 OF THE SW 1/4, SECTION 32, T23N, R20E, AND PART OF GOVERNMENT LOT 2, SECTION 6, T22N, R20E, AND PART OF LOTS 59, 60, AND 61, WILLIAMS GRANT, ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 31;

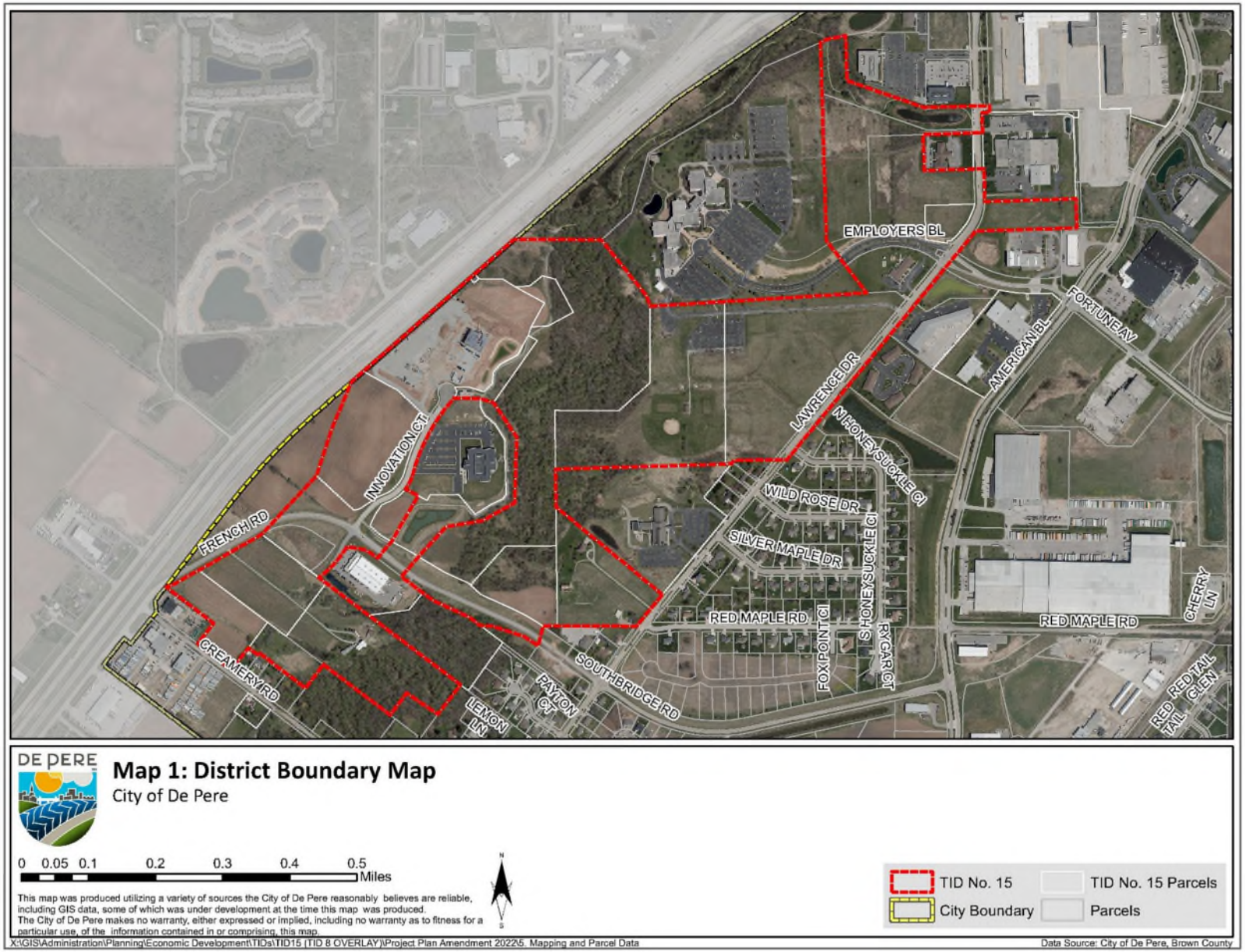
THENCE N89°50’08”W, 113.41 FEET ON THE SOUTH LINE OF SAID SECTION 31 TO THE NORTHERLY RIGHT OF WAY OF SOUTHBRIDGE ROAD; THENCE S14°28’14”W, 160.55 FEET TO THE SOUTHERLY RIGHT OF WAY OF SOUTHBRIDGE ROAD; THENCE N54°23’03”W, 28.17 FEET ON SAID SOUTHERLY RIGHT OF WAY; THENCE ON SAID SOUTHERLY RIGHT OF WAY 108.69 FEET ON THE ARC OF A 1385.39 FOOT RADIUS CURVE TO THE LEFT, LONG CHORD BEARS N56°37’54”W, 108.67 FEET; THENCE N71°41’58”W, 256.12 FEET ON SAID SOUTHERLY RIGHT OF WAY; THENCE N89°50’08”W, 94.81 FEET ON SAID SOUTHERLY RIGHT OF WAY; THENCE N52°43’52”W, 112.17 FEET ON SAID SOUTHERLY RIGHT OF WAY; THENCE N65°06’50”W, 322.83 FEET ON SAID SOUTHERLY RIGHT OF WAY; THENCE N52°26’40”W, 313.48 FEET ON SAID SOUTHERLY RIGHT OF WAY; THENCE N42°55’20”E, 530.30 FEET ON A SOUTHWESTERLY EXTENSION OF AN EASTERLY LINE OF OUTLOT 1 OF VOLUME 58, CERTIFIED SURVEY MAPS, PAGE 41; THENCE N80°46’37”E, 289.07 FEET ON AN EASTERLY LINE OF SAID OUTLOT 1; THENCE N60°56’30”E, 286.84 FEET ON AN EASTERLY LINE OF SAID OUTLOT 1; THENCE N01°53’22”E, 516.35 FEET ON AN EASTERLY LINE OF SAID OUTLOT 1; THENCE N33°44’22”W, 328.03 FEET ON AN EASTERLY LINE OF SAID OUTLOT 1; THENCE N72°33’12”W, 107.81 FEET ON A NORTHERLY LINE OF SAID OUTLOT 1 TO THE NORTHEAST CORNER OF LOT 2 OF VOLUME 57, CERTIFIED SURVEY MAPS, PAGE 255; THENCE N89°21’29”W, 209.79 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE EASTERLY RIGHT OF WAY OF INNOVATION COURT; THENCE ON SAID EASTERLY RIGHT OF WAY 681.89 FEET ON THE ARC OF A 1427.87 FOOT RADIUS CURVE TO THE LEFT, LONG CHORD BEARS S28°28’11”W, 675.43 FEET; THENCE ON SAID EASTERLY RIGHT OF WAY 136.53 FEET ON THE ARC OF A 335.00 FOOT RADIUS CURVEY TO THE RIGHT, LONG CHORD BEARS S26°27’49”W, 135.58 FEET; THENCE S62°41’37”E, 113.42 FEET ON A SOUTHERLY LINE OF SAID LOT 2 TO THE NORTHEASTERLY CORNER OF LOT 1 OF VOLUME 58, CERTIFIED SURVEY MAPS, PAGE 41; THENCE S30°05’00”W, 415.42 FEET ON THE EASTERLY LINE OF SAID LOT 1 TO THE NORTHERLY RIGHT OF WAY OF SOUTHBRIDGE ROAD; THENCE S37°18’33”W, 172.64 FEET TO THE SOUTHERLY RIGHT OF WAY OF SOUTHBRIDGE ROAD; THENCE N52°41’27”W, 78.72 FEET ON SAID SOUTHERLY RIGHT OF WAY; THENCE N64°37’06”W, 56.45 FEET ON SAID SOUTHERLY RIGHT OF WAY; THENCE N79°23’24”W, 131.99 FEET ON SAID SOUTHERLY RIGHT OF WAY TO THE EASTERLY RIGHT OF WAY OF INNOVATION DRIVE; THENCE S37°11’04”W, 45.62 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE S37°31’27”W, 102.31 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE ON SAID EASTERLY RIGHT OF WAY 186.00 FEET ON THE ARC OF A 633.41 FOOT RADIUS CURVE TO THE RIGHT, LONG CHORD BEARS S46°56’48”W, 185.33 FEET TO THE NORTHERLY LINE OF LOT 60, WILLIAMS GRANT; THENCE S52°52’06”E, 1397.47 FEET ON SAID NORTHERLY LINE TO THE WESTERLY LINE OF LANDS DESCRIBED IN VOLUME 624 OF RECORDS, PAGE 066; THENCE S37°06’31”W, 291.25 FEET ON SAID WESTERLY LINE TO THE NORTHERLY LINE OF LOT 17, CLAIRMOOR ESTATES 1ST ADDITION; THENCE N52°02’59”W, 298.02 FEET ON SAID NORTHERLY LINE TO THE NORTHWESTERLY CORNER THEREOF; THENCE S37°05’00”W, 215.89 FEET ON THE WESTERLY LINE OF SAID LOT 17 TO THE NORTHERLY LINE OF LOT 61, WILLIAMS GRANT; THENCE N52°54’59”W, 658.00 FEET ON SAID NORTHERLY LINE TO THE EASTERLY LINE OF LANDS DESCRIBED IN JACKET 01169, IMAGE 15; THENCE S37°20’20”W, 233.26 FEET ON SAID EASTERLY LINE TO THE NORTHERLY LINE OF LANDS DESCRIBED IN JACKET 16113, IMAGE 09;THENCE N52°39’40”W, 450.65 FEET ON SAID NORTHERLY LINE EXTENDED NORTHWESTERLY TO THE WESTERLY LINE OF LANDS DESCRIBED IN VOLUME 649 OF RECORDS, PAGE 618; THENCE S37°20’20”W, 20.00 FEET ON SAID WESTERLY LINE TO THE NORTHERLY LINE OF LANDS DESCRIBED IN VOLUME 696 OF RECORDS, PAGE 605; THENCE N52°39’40”W, 100.00 FEET

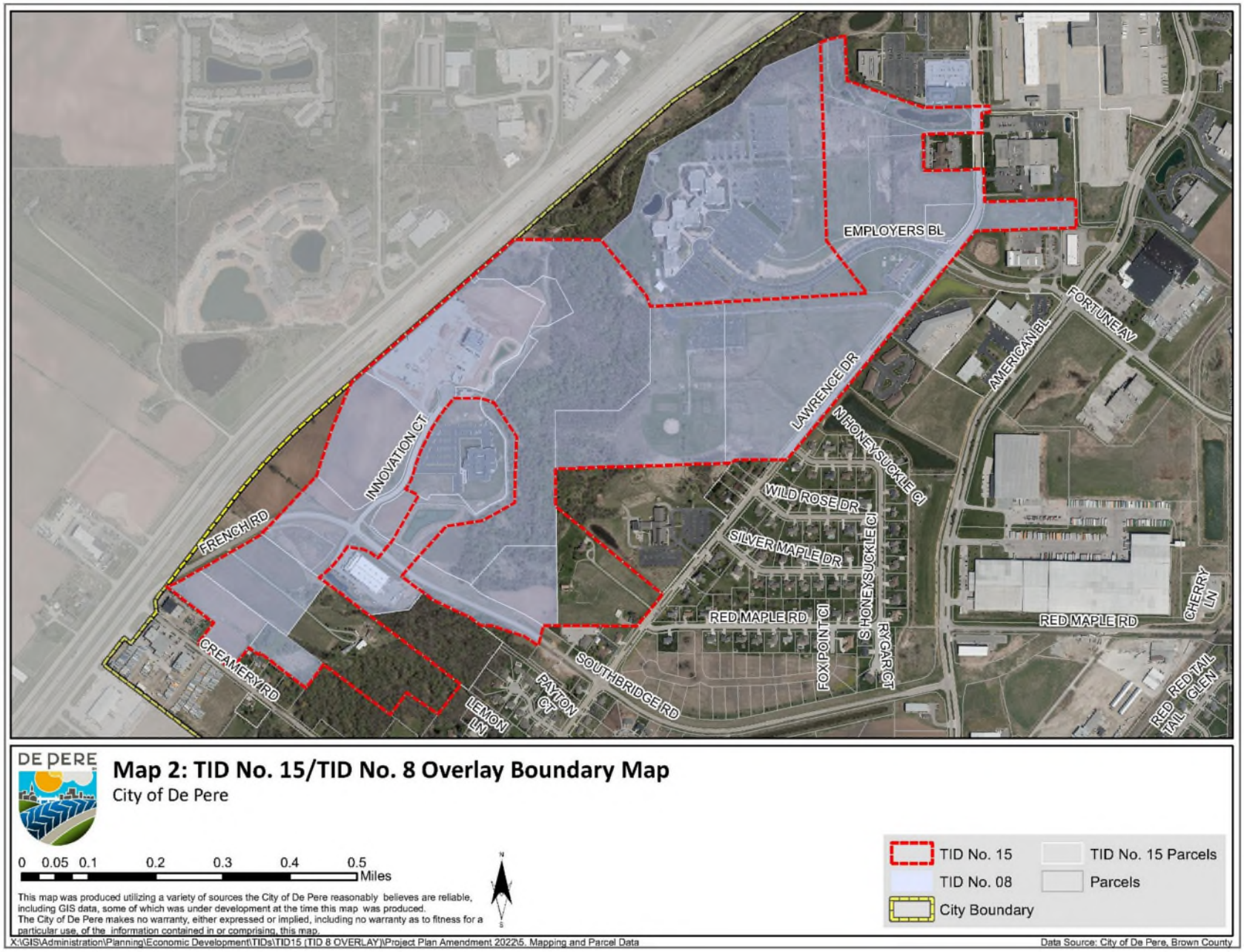
ON SAID NORTHERLY LINE TO THE EASTERLY LINE OF LOT 2 OF VOLUME 47, CERTIFIED SURVEY MAPS, PAGE 173; THENCE S37°20’20”W, 217.25 FEET ON SAID EASTERLY LINE TO THE NORTHERLY RIGHT OF WAY OF CREAMERY ROAD;THENCE N52°39’40”W, 336.61 FEET ON SAID NORTHERLY RIGHT OF WAY TO THE EASTERLY LINE OF LOT 1 OF VOLUME 47, CERTIFIED SURVEY MAPS, PAGE 173; THENCE N37°46’46”E, 204.74 FEET ON SAID EASTERLY LINE TO THE NORTHERLY LINE OF SAID LOT 1; THENCE N52°39’40”W, 467.99 FEET ON SAID NORTHERLY LINE TO THE EASTERLY RIGHT OF WAY OF FRENCH ROAD; THENCE N67°37’13”E, 78.31 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N60°18’17”E, 209.24 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE S52°54’59”E, 2.03 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N60°15’13”E, 571.14 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N42°59’44”E, 632.73 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF SOUTHBRIDGE ROAD AND THE EASTERLY RIGHT OF WAY OF INTERSTATE 41; THENCE N18°14’51”E, 401.79 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N22°54’21”E, 392.79 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N48°50’13”E, 1693.79 FEET ON SAID EASTERLY RIGHT OF WAY TO THE NORTH LINE OF LOT 1 OF VOLUME 10, CERTIFIED SURVEY MAPS, PAGE 329; THENCE S89°47’03”E, 689.12 FEET ON SAID NORTH LINE; THENCE S38°49’13”E, 562.53 FEET AND A NORTHEASTERLY LINE OF SAID LOT 1; THENCE S21°09’40”E, 90.01 FEET ON AN NORTHEASTERLY LINE OF SAID LOT 1 TO THE NORTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 31; THENCE N86°27’52”E, 1706.17 FEET ON SAID NORTH LINE AND THE NORTH LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 31 TO THE SOUTHEAST CORNER OF LOT 1 OF VOLUME 10, CERTIFIED SURVEY MAPS, PAGE 321; THENCE N37°42’10”W, 519.00 FEET ON THE EAST LINE OF SAID LOT 1; THENCE N01°43’38”W, 1562.56 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER THEREOF; THENCE N66°17’07”E, 66.09 FEET ON THE NORTH LINE OF OUTLOT 2 OF DE PERE BUSINESS PARK; THENCE N78°54’42”E, 140.54 FEET ON SAID NORTH LINE OF OUTLOT 2 TO THE NORTHEAST CORNER THEREOF; THENCE S01°44’54”E, 354.51 FEET ON THE EAST LINE OF SAID OUTLOT 2 TO THE NORTH LINE OF LANDS DESCRIBED IN JACKET 12912, IMAGE 35; THENCE S70°44’44”E, 643.48 FEET ON SAID NORTH LINE; THENCE N88°17’01”E, 515.17 FEET ON SAID NORTH LINE EXTENDED EASTERLY TO THE EAST RIGHT OF WAY OF LAWRENCE DRIVE; THENCE S01°43’19”E, 54.88 FEET ON SAID EAST RIGHT OF WAY; THENCE S88°16’41”W, 60.00 FEET ON SAID EAST RIGHT OF WAY; THENCE S01°43’19”E, 158.00 FEET ON SAID EAST RIGHT OF WAY TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1 OF VOLUME 41, CERTIFIED SURVEY MAPS, PAGE 72; THENCE S88°16’41”W, 470.01 FEET ON SAID EXTENDED NORTH LINE OF SAID LOT 1 THE NORTHWEST CORNER THEREOF; THENCE S01°43’19”E, 284.00 FEET ON THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE N88°16’41”E, 470.01 FEET ON THE SOUTH LINE OF SAID LOT 1 EXTENDED EASTERLY TO THE EAST RIGHT OF WAY OF LAWRENCE DRIVE; THENCE S01°43’19”E, 244.86 FEET ON SAID EAST RIGHT OF WAY; THENCE ON SAID EAST RIGHT OF WAY 13.13 FEET ON THE ARC OF A 405.72 FOOT RADIUS CURVE TO THE RIGHT, LONG CHORD BEARS S00°47’42”E, 13.13 FEET; THENCE N88°16’43”E, 717.44 FEET TO THE WEST LINE OF OUTLOT 1 OF VOLUME 39, CERTIFIED SURVEY MAPS, PAGE 72; THENCE S01°43’15”E, 230.05 FEET ON SAID WEST LINE TO THE NORTH LINE OF LOT 2 OF VOLUME 39, CERTIFIED SURVEY MAPS, PAGE 72; THENCE S88°16’53”W, 798.15 FEET ON SAID NORTH LINE AND THE NORTH LINE OF LOT 1 OF VOLUME 33, CERTIFIED SURVEY MAPS, PAGE 248 EXTENDED WESTERLY TO THE EASTERLY RIGHT OF WAY OF LAWRENCE DRIVE; THENCE ON SAID EASTERLY RIGHT OF WAY 31.36 FEET ON THE ARC OF A 405.72 FOOT RADIUS CURVE TO THE RIGHT, LONG CHORD BEARS S37°18’38”W, 31.36 FEET; THENCE S39°31’31”W, 173.02 FEET ON SAID EASTERLY RIGHT OF WAY TO THE NORTH RIGHT OF WAY OF FORTUNE AVENUE; THENCE S39°27’26”W, 186.67 FEET TO THE SOUTH RIGHT OF WAY OF FORTUNE AVENUE; THENCE S39°31’42”W, 666.93 FEET ON THE EASTERLY RIGHT OF WAY OF LAWRENCE DRIVE; THENCE S39°31’44”W, 520.00 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE S39°31’42”W, 410.00 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE S39°31’51”W, 193.46 FEET ON SAID EASTERLY RIGHT OF WAY TO THE NORTHERLY RIGHT OF WAY OF NORTH HONEYSUCKLE CIRCLE; THENCE S39°31’18”W, 94.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF NORTH HONEYSUCKLE CIRCLE; THENCE S39°31’18”W, 60.17 FEET ON THE EASTERLY RIGHT OF WAY OF LAWRENCE DRIVE THENCE S89°36’55”W, 412.97 FEET ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LANDS DESCRIBED IN VOLUME 354 OF DEEDS, PAGE 107; THENCE S39°22’34”W, 36.79 FEET OF THE WESTERLY LINE OF SAID DESCRIBED LANDS AND THE WESTERLY LINE OF LOT 2 OF VOLUME 41, CERTIFIED SURVEY MAPS, PAGE 264 TO THE SOUTH LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 31; THENCE S88°18’00”W, 1385.42 FEET ON SAID SOUTH LINE AND THE NORTH LINE OF THE SW

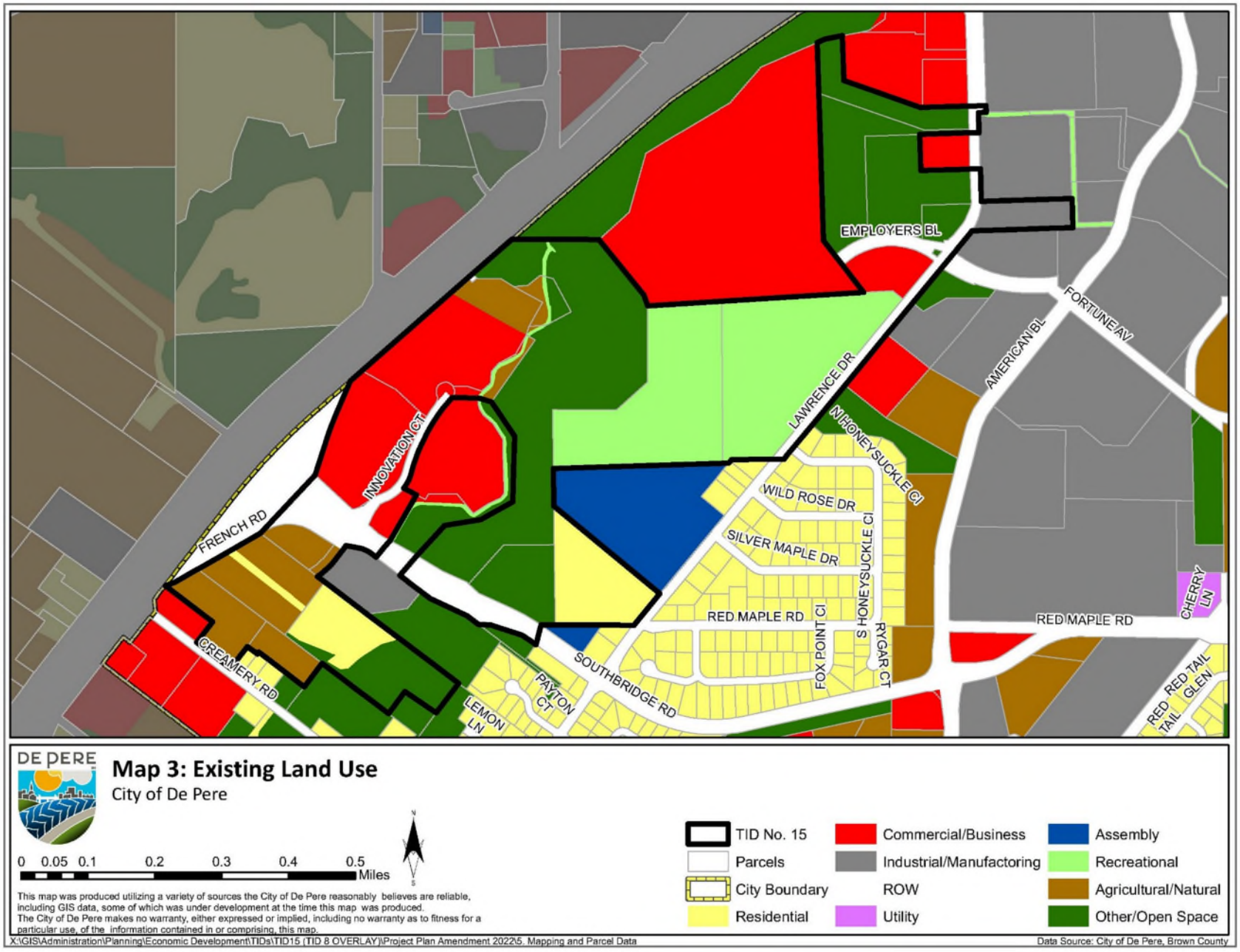
1/4 OF THE SE 1/4 OF SAID SECTION 31 TO THE NORTHWEST CORNER THEREOF; THENCE S00°48’06”E, 296.27 FEET ON THE WEST LINE OF SAID SW 1/4 OF THE SE 1/4 TO THE NORTHEASTERLY LINE OF LANDS DESCRIBED IN JACKET 05535, IMAGE 03; THENCE S50°28’31”E, 1086.86 FEET ON SAID NORTHEASTERLY LINE TO THE WESTERLY RIGHT OF WAY OF LAWRENCE DRIVE; THENCE S39°31’27”W, 323.78 FEET ON SAID WESTERLY RIGHT OF WAY TO THE SOUTH LINE OF SAID SECTION 31; THENCE N89°50'08"W, 619.15 FEET ON SAID SOUTH LINE TO THE SOUTH 1/4 CORNER OF SAID SECTION 31, TO THE POINT OF BEGINNING.

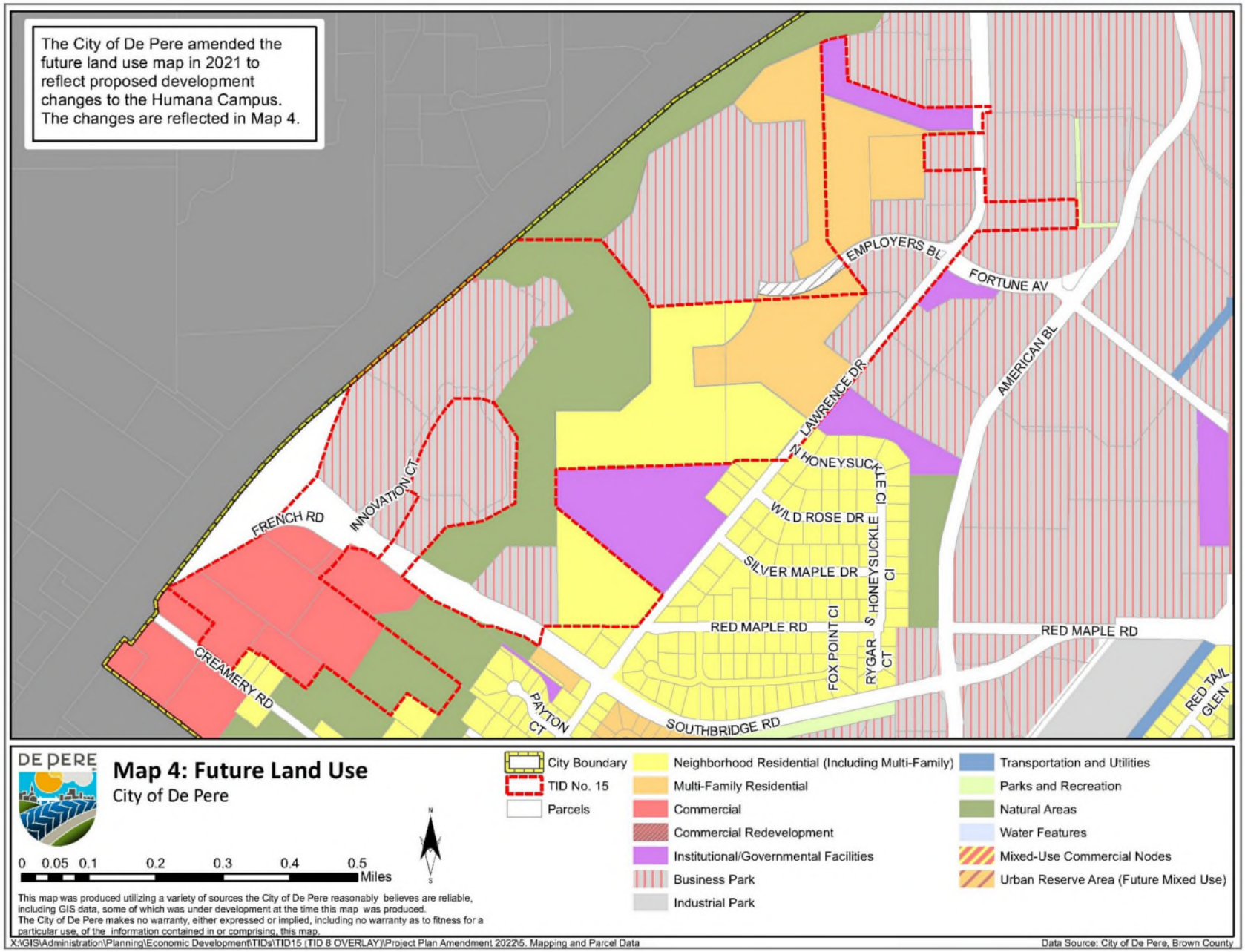
SAID DESCRIBED LANDS CONTAIN 243.36 ACRES MORE OR LESS.

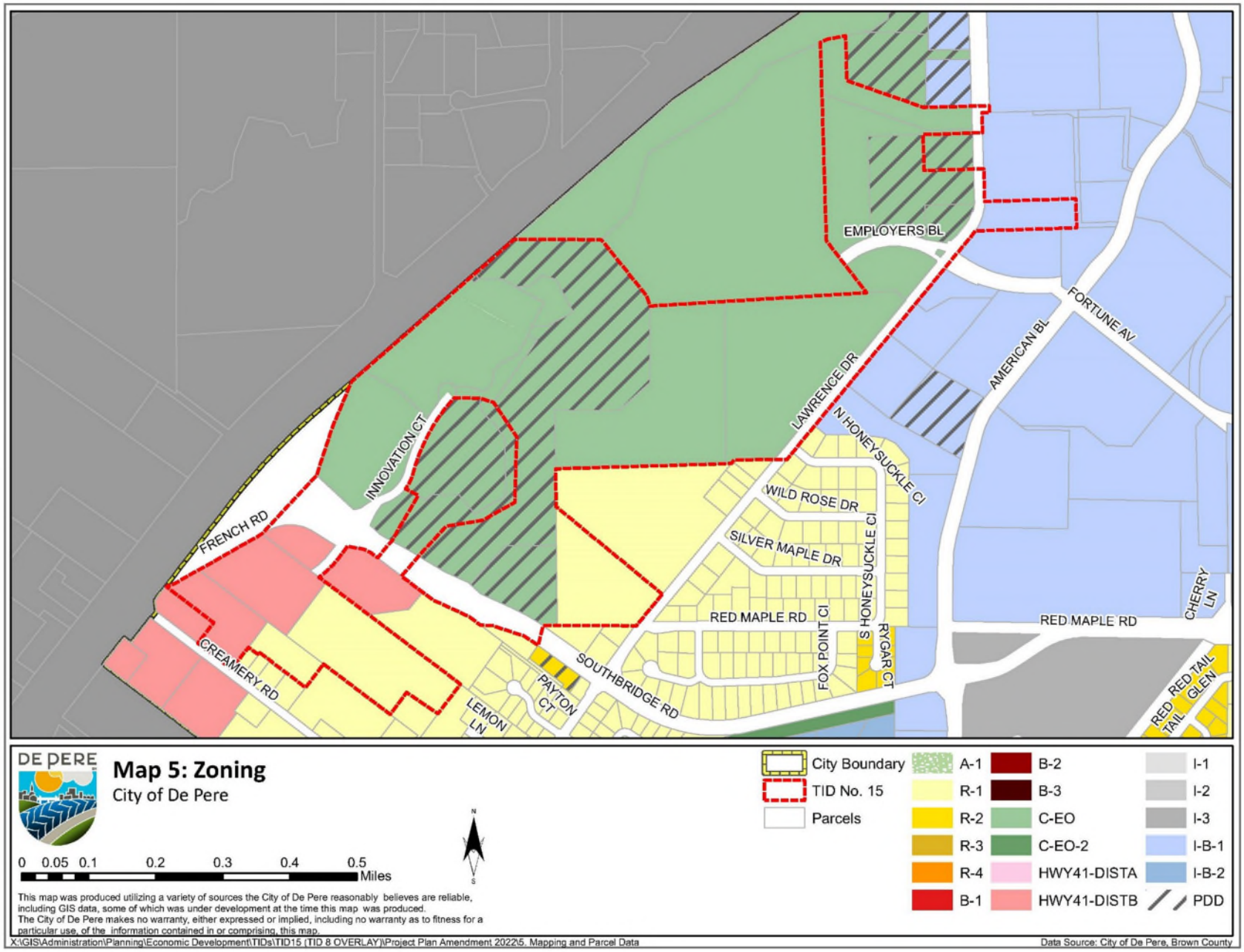
APPENDIX A: MAPS

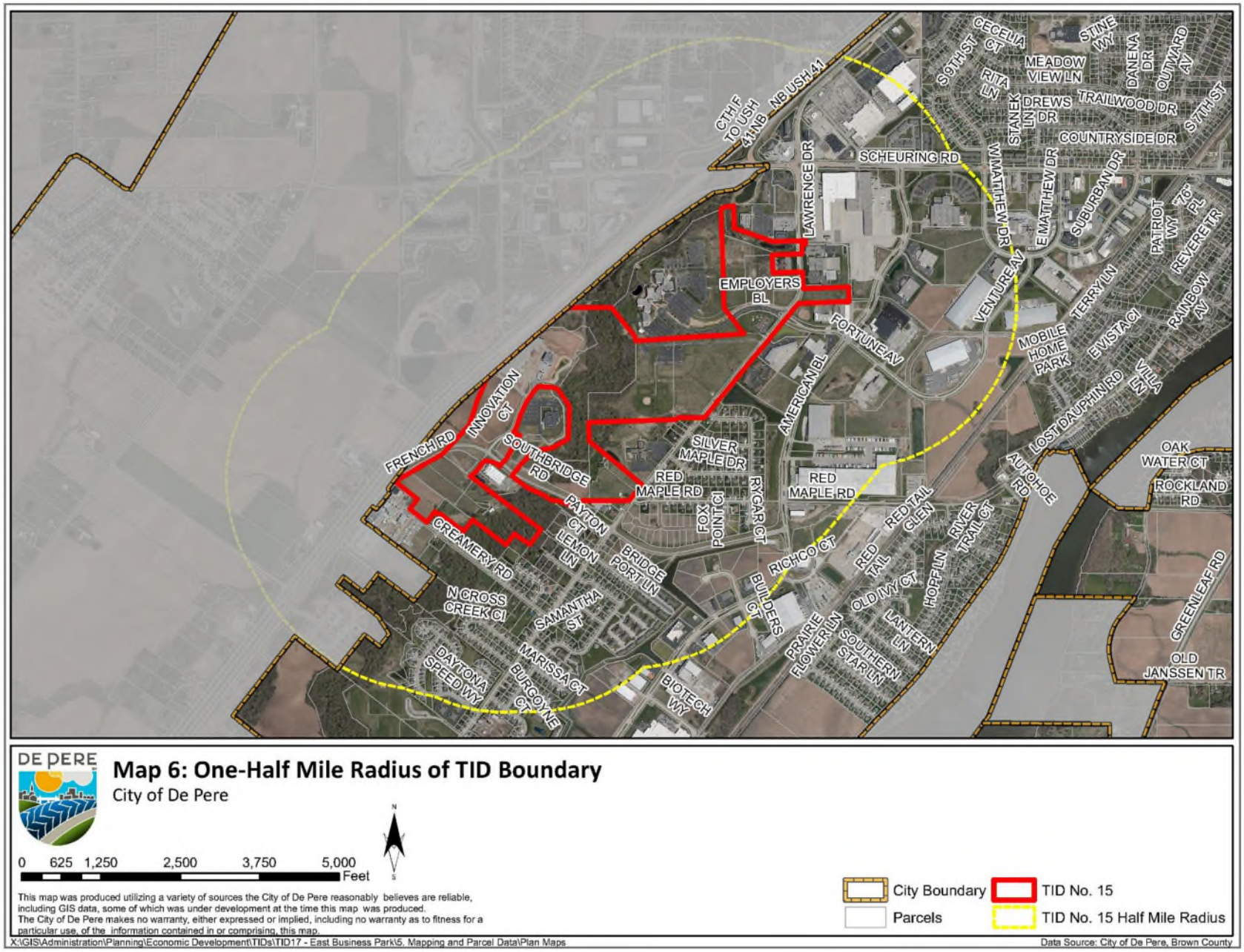

EMPLOYERS BL
FORTUNE AV
AMERICAN BL
LAWRENCE DR
N HONEYSUCKLE CI
WILD ROSE DR
SILVER MAPLE DR
HONEYSUCKLE CI
RED MAPLE RD
FOX POINT CI
RYGAR CT
CHERRY LN
RED TAIL GLEN
INNOVATION CT
FRENCH RD
CREAMERY RD
SOUTHBRIDGE RD
PAYTON CT
LEMON LN
DE PERE
Map 1: District Boundary Map
City of De Pere
0 0.05 0.1 0.2 0.3 0.4 0.5
Miles
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.
TID No. 15
City Boundary
TID No. 15 Parcels
Parcels
X:\GIS\Administration\Planning\Economic Development\TIDs\TID15 (TID 8 OVERLAY)\Project Plan Amendment 2022\5. Mapping and Parcel Data
Data Source: City of De Pere, Brown County

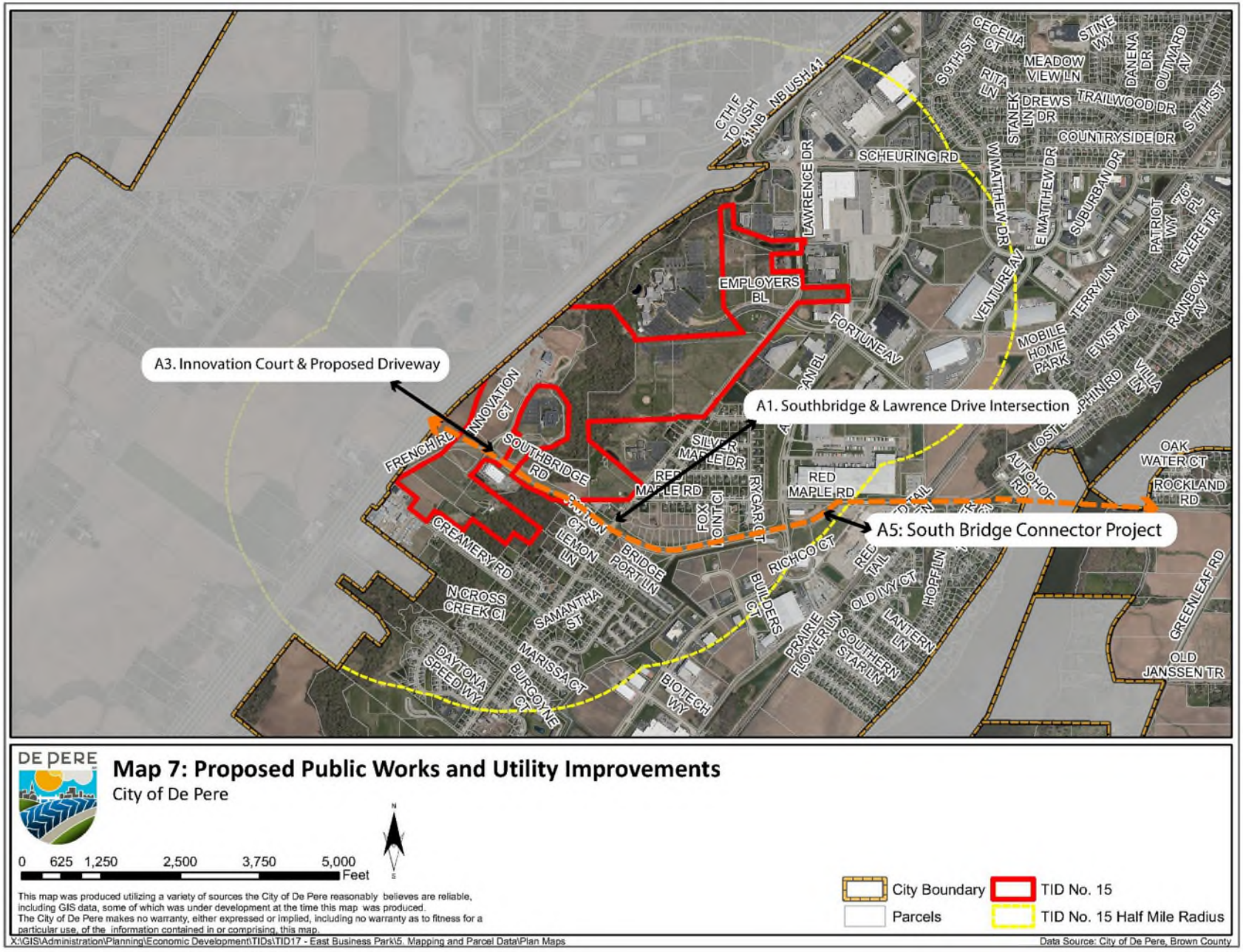

EMPLOYERS BL
FORTUNE AV
AMERICAN BL
LAWRENCE DR
N HONEYSUCKLE CI
WILD ROSE DR
SILVER MAPLE DR
S HONEYSUCKLE CI
RED MAPLE RD
FOX POINT CI
RYGAR CT
CHERRY LN
RED TAIL GLEN
INNOVATION CT
FRENCH RD
CREAMERY RD
LEMON LN
PAYTON CT
SOUTHBRIDGE RD
DE PERE
Map 2: TID No. 15/TID No. 8 Overlay Boundary Map
City of De Pere
0 0.05 0.1 0.2 0.3 0.4 0.5
Miles
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.
TID No. 15
TID No. 08
City Boundary
TID No. 15 Parcels
Parcels
X:\GIS\Administration\Planning\Economic Development\TIDs\TID15 (TID 8 OVERLAY)\Project Plan Amendment 2022\5. Mapping and Parcel Data
Data Source: City of De Pere, Brown County


EMPLOYERS BL
FORTUNE AV
AMERICAN BL
LAWRENCE DR
N HONEYSUCKLE CI
WILD ROSE DR
SILVER MAPLE DR
S HONEYSUCKLE CI
RED MAPLE RD
FOX POINT CI
RYGAR CT
CHERRY LN
RED MAPLE RD
INNOVATION CT
FRENCH RD
CREAMERY RD
LEMON LN
PAYTON CT
SOUTHBRIDGE RD
RED TAIL GLEN
RED TAIL
DE PERE
Map 3: Existing Land Use
City of De Pere
0 0.05 0.1 0.2 0.3 0.4 0.5 Miles
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.
TID No. 15
Parcels
City Boundary
Residential
Commercial/Business
Industrial/Manufactoring
ROW
Utility
Assembly
Recreational
Agricultural/Natural
Other/Open Space
X:\GIS\Administration\Planning\Economic Development\TIDs\TID15 (TID 8 OVERLAY)\Project Plan Amendment 2022\5. Mapping and Parcel Data
Data Source: City of De Pere, Brown County


The City of De Pere amended the future land use map in 2021 to reflect proposed development changes to the Humana Campus. The changes are reflected in Map 4.
EMPLOYERS BL
FORTUNE AV
AMERICAN BL
LAWRENCE DR
N HONEYSUCKLE CI
WILD ROSE DR
SILVER MAPLE DR
S HONEYSUCKLE CI
RED MAPLE RD
FOX POINT CI
RYGAR CT
INNOVATION CT
FRENCH RD
CREAMERY RD
PAYTON CT
SOUTHBRIDGE RD
RED TAIL GLEN
DE PERE
Map 4: Future Land Use
City of De Pere
0 0.05 0.1 0.2 0.3 0.4 0.5 Miles
City Boundary
TID No. 15
Parcels
Neighborhood Residential (Including Multi-Family)
Multi-Family Residential
Commercial
Commercial Redevelopment
Institutional/Governmental Facilities
Business Park
Industrial Park
Transportation and Utilities
Parks and Recreation
Natural Areas
Water Features
Mixed-Use Commercial Nodes
Urban Reserve Area (Future Mixed Use)
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.
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X:\GIS\Administration\Planning\Economic Development\TIDs\TID15 (TID 8 OVERLAY)\Project Plan Amendment 2022\5. Mapping and Parcel Data
Data Source: City of De Pere, Brown County


EMPLOYERS BL
FORTUNE AV
AMERICAN BL
LAWRENCE DR
N HONEYSUCKLE CI
WILD ROSE DR
SILVER MAPLE DR
S HONEYSUCKLE CI
RED MAPLE RD
FOX POINT CI
RYGAR CT
CHERRY LN
RED TAIL GLEN
INNOVATION CT
FRENCH RD
CREAMERY RD
SOUTHBRIDGE RD
PAYTON CT
LEMON LN
DE PERE
Map 5: Zoning
City of De Pere
0 0.05 0.1 0.2 0.3 0.4 0.5 Miles
N
S
City Boundary
TID No. 15
Parcels
A-1
R-1
R-2
R-3
R-4
B-1
B-2
B-3
C-EO
C-EO-2
HWY41-DISTA
HWY41-DISTB
I-1
I-2
I-3
I-B-1
I-B-2
PDD
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.
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X:\GIS\Administration\Planning\Economic Development\TIDs\TID15 (TID 8 OVERLAY)\Project Plan Amendment 2022\5. Mapping and Parcel Data
Data Source: City of De Pere, Brown County


CECELIA CT
STINE WY
DANENA DR
OUTWARD AV
S 9TH ST
MEADOW VIEW LN
RITA LN
STANEK LN
DREWS DR
TRAILWOOD DR
S 7TH ST
COUNTRYSIDE DR
CTH F TO USH 41 NB
NB USH 41
SCHEURING RD
LAWRENCE DR
W MATTHEW DR
E MATTHEW DR
SUBURBAN DR
PATRIOT WY
76 PL
REVERE TR
RAINBOW AV
VILLA LN
EMPLOYERS BL
FORTUNE AV
VENTURE AV
TERRY LN
E VISTA CI
MOBILE HOME PARK
LOST DAUPHIN RD
AUTOHOE RD
OAK WATER CT
ROCKLAND RD
AMERICAN BL
INNOVATION CT
FRENCH RD
SOUTHBRIDGE RD
SILVER MAPLE DR
RED MAPLE RD
RED MAPLE RD
RYCAR CT
FOX POINT CI
PAYTON CT
LEMON LN
CREAMERY RD
BRIDGE PORT LN
RICHCO CT
RED TAIL GLEN
RIVER TRAIL CT
RED TAIL
HOPF LN
OLD IVY CT
LANTERN LN
BUILDERS CT
PRAIRIE FLOWER LN
SOUTHERN STAR LN
GREENLEAF RD
OLD JANSSEN TR
N CROSS CREEK CI
SAMANTHA ST
MARISSA CT
DAYTONA SPEEDWY
BURGOYNE CT
BIOTECH WY
DE PERE
Map 6: One-Half Mile Radius of TID Boundary
City of De Pere
N
0 625 1,250 2,500 3,750 5,000
Feet
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.
X:\GIS\Administration\Planning\Economic Development\TIDs\TID17 - East Business Park\5. Mapping and Parcel Data\Plan Maps
City Boundary
Parcels
TID No. 15
TID No. 15 Half Mile Radius
Data Source: City of De Pere, Brown County



DE PERE

Map 7: Proposed Public Works and Utility Improvements

City of De Pere

0 625 1,250 2,500 3,750 5,000 Feet

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.

City Boundary
Parcels
TID No. 15
TID No. 15 Half Mile Radius

X:\GIS\Administration\Planning\Economic Development\TIDs\TID17 - East Business Park\5. Mapping and Parcel Data\Plan Maps

Data Source: City of De Pere, Brown County

APPENDIX B: FINANCIAL ATTACHMENTS

Table 1: Planned Project Costs

TID No. 15 — **Created/Revised: 6/17/2022**

	Type of Expenditure	Creation Amount	Amendment Amount	% Paid By: TID Project	% Paid By: Other	TID Costs Allocated to Project
A.	***Infrastructure***					
	a. Southbridge & Lawrence Drive Intersection	$334,000	$0	100%	0%	$334,000
	b. Southbridge and Innovation Court	$60,000	$0	100%	0%	$60,000
	c. Innovation Court & Proposed Driveway	$300,000	$0	100%	0%	$300,000
	d. General Infrastructure Improvements and Design	$2,500,000	$1,806,000	100%	0%	$4,306,000
	E. South Bridge Infrastructure and Design	$0	$200,000,000	6.0%	94%	$12,000,000
	Reserved	$0		100%	0%	$0
	Total Capital Costs	**$3,194,000**	**$201,806,000**			**$17,000,000**
B.	***Capital Improvement Cost***					
	Capital Improvement Cost - Phase 1	$0	$100,000	100%	0%	$100,000
	Capital Improvement Cost - Reserved	$0	$0	100%	0%	$0
	Capital Improvement Cost - Reserved	$0	$0	100%	0%	$0
	Total TID Infrastructure	**$0**	**$100,000**			**$100,000**
C.	***Site Development Costs***					
	Site Development Costs - Phase 1	$0	$500,000	100%	0%	$500,000
	Site Development Costs - Reserved	$0	$0	100%	0%	$0
	Site Development Costs - Reserved	$0	$0	100%	0%	$0
	Total TID Site Development Costs	**$0**	**$500,000**			**$500,000**
D.	***Land Acquisition & Assembly***					
	Land Acquisition & Assembly - Phase 1	$0	$500,000	100%	0%	$500,000
	Land Acquisition & Assembly - Reserved	$0	$0	100%	0%	$0
	Land Acquisition & Assembly - Reserved	$0	$0	100%	0%	$0
	Total TID Land Acquisition & Assembly	**$0**	**$500,000**			**$500,000**
E.	***Development Incentives***					
	Development Incentives - Phase 1 Grant (UHG)	$3,305,000	$230,000	100%	0%	$3,535,000
	Development Incentives - Phase 2 (Preserve)	$0	$3,250,000	100%	0%	$3,250,000
	Development Incentives Phase 3 (Other)	$0	$2,715,000	100%	0%	$2,715,000
	Total TID Development Incentives	**$3,305,000**	**$6,195,000**			**$9,500,000**
F.	***Professional Services***					
	Professional Services - Phase 1	$0	$300,000	100%	0%	$300,000
	Professional Services - Phase 2	$0	$0	100%	0%	$0
	Professional Services - Phase 3	$0	$0	100%	0%	$0
	Total TID Professional Services	**$0**	**$300,000**			**$300,000**
G.	***Discretionary Payments***					
	Discretionary Payments - Phase 1	$0	$500,000	100%	0%	$500,000
	Discretionary Payments - Phase 2	$0	$0	100%	0%	$0
	Discretionary Payments - Phase 3	$0	$0	100%	0%	$0
	Total TID Discretionary Payments	**$0**	**$500,000**			**$500,000**
H.	***Administration Costs***					
	City Staff	$1,300,000	$0	100%	0%	$1,300,000
	DOR Fees	$0	$3,000	100%	0%	$3,000
	Audits	$0	$0	100%	0%	$0
	Total TID Administration Costs	**$1,300,000**	**$3,000**			**$1,303,000**
I.	***Organizational Costs***					
	Department of Revenue Submittal Fee	$1,000	$1,000	100%	0%	$2,000
	Professional Fees	$0	$23,000	100%	0%	$23,000
	City Staff & Publishing	$0	$0	100%	0%	$0
	Total TID Organization Costs	**$1,000**	**$24,000**			**$25,000**
J.	**Inflation**	**$0**	**$2,981,089**			**$2,981,089**
	Total TID Project Costs	***$7,800,000***	***$212,909,089***			**$32,709,089**
K.	***Financing Costs***					
	Total Interest, Fin. Fees, Less Cap. Interest (2021)	$484,248	$0			$484,248
	Total Interest, Fin. Fees, Less Cap. Interest (2024)	$0	$977,409			$977,409
	Total Interest, Fin. Fees, Less Cap. Interest (2029)	$0	$2,629,580			$2,629,580
	Plus Capitalized Interest	$142,000	$0			$142,000
	Total Financing Costs		**$2,629,580**			**$4,233,237**
TOTAL TID EXPENDITURE						***$36,942,327***

Table 2: TID No. 15 Tax Increment ProForma

City of De Pere

TID No. 15 Tax Increment ProForma

6/30/2021

Assumptions			
TID Creation Date	**2/19/20**	Equalized Base Value	$ 2,616,000
Valuation Date	**1/1/20**	Projected Tax Rate	0.01999
Last Expenditure Year	**2035**	Annual Change in Tax Rate	-0.25%
Termination Year	**2040**	Property Appreciation Rate	1.00%
TID Category	Mixed-Use	Construction Inflation Rate	0.00%

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2020	2021	2022	2,616,000	0	15,000,000	0	17,616,000	15,000,000	0.019990	$299,850	2022
2021	2022	2023	17,616,000	0	15,000,000	0	32,616,000	30,000,000	0.019990	$599,700	2023
2022	2023	2024	32,616,000	326,160	10,000,000	0	42,942,160	40,326,160	0.019940	$804,105	2024
2023	2024	2025	42,942,160	429,422	8,000,000	0	51,371,582	48,755,582	0.019890	$969,757	2025
2024	2025	2026	51,371,582	513,716	16,000,000	0	67,885,297	65,269,297	0.019840	$1,294,972	2026
2025	2026	2027	67,885,297	678,853	20,500,000	0	89,064,150	86,448,150	0.019791	$1,710,882	2027
2026	2027	2028	89,064,150	890,642	12,000,000	0	101,954,792	99,338,792	0.019741	$1,961,084	2028
2027	2028	2029	101,954,792	1,019,548	13,000,000	0	115,974,340	113,358,340	0.019692	$2,232,254	2029
2028	2029	2030	115,974,340	1,159,743	6,000,000	0	123,134,083	120,518,083	0.019643	$2,367,311	2030
2029	2030	2031	123,134,083	1,231,341	4,500,000	0	128,865,424	126,249,424	0.019594	$2,473,691	2031
2030	2031	2032	128,865,424	1,288,654	3,000,000	0	133,154,078	130,538,078	0.019545	$2,551,327	2032
2031	2032	2033	133,154,078	1,331,541	2,000,000	0	136,485,619	133,869,619	0.019496	$2,609,900	2033
2032	2033	2034	136,485,619	1,364,856	0	0	137,850,475	135,234,475	0.019447	$2,629,918	2034
2033	2034	2035	137,850,475	1,378,505	0	0	139,228,980	136,612,980	0.019398	$2,650,084	2035
2034	2035	2036	139,228,980	1,392,290	0	0	140,621,270	138,005,270	0.019350	$2,670,399	2036
2035	2036	2037	140,621,270	1,406,213	0	0	142,027,483	139,411,483	0.019302	$2,690,866	2037
2036	2037	2038	142,027,483	1,420,275	0	0	143,447,757	140,831,757	0.019253	$2,711,483	2038
2037	2038	2039	143,447,757	1,434,478	0	0	144,882,235	142,266,235	0.019205	$2,732,254	2039
2038	2039	2040	144,882,235	1,448,822	0	0	146,331,057	143,715,057	0.019157	$2,753,179	2040
2039	2040	2041	146,331,057	1,463,311	0	0	147,794,368	145,178,368	0.019109	$2,774,259	2041
Total				**$20,178,368**	**$125,000,000**	**$0**				**$41,487,276**	

Notes:

Table 3:

Tax Increment Cash Flow

City of De Pere

TID No. 15

6/17/2022

Year	Beginning Balance	Revenues: Capital Interest & Debt Reserve	Revenues: Tax Increment Revenue	Revenues: Cap Interest	Revenues: Interest Income	Revenues: General Fund Advance	Existing Debt (Phase 1- Infrastructure and Development Incentive	Phase 2	Phase 3	Development Incentives Annual PAYGO Cash Grant (Humana Campus)	Assumes 25% of Remaining Annual Increment (2-year revenue delay)	Other Expenses	Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2020	0	0	0	0	0	0	0	0	0	0	0	0	8,500	(8,500)	(8,500)
2021	(8,500)	0	0	0	0	0	0	0	0	0	0	0	0	0	(8,500)
2022	(8,500)	0	299,850	142,000	0	0	55,008	0	0	0	0	0	65,000	321,842	313,342
2023	313,342	0	599,700	0	1,567	0	62,668	0	0	0	0	0	65,000	473,599	786,941
2024	786,941	0	804,105	0	3,935	0	392,668	0	0	25,000	0	0	65,000	325,372	1,112,313
2025	1,112,313	0	969,757	0	5,562	0	389,848	110,800	0	155,000	76,401	0	65,000	178,270	1,290,583
2026	1,290,583	0	1,294,972	0	6,453	0	386,410	457,615	0	300,000	27,835	0	65,000	64,566	1,355,148
2027	1,355,148	0	1,710,882	0	6,776	0	392,423	457,615	0	410,000	117,943	0	65,000	274,677	1,629,826
2028	1,629,826	0	1,961,084	0	8,149	0	392,723	457,615	317,700	515,000	66,693	0	65,000	154,502	1,784,328
2029	1,784,328	0	2,232,254	0	8,922	0	857,533	457,615	1,399,760	620,000	0	0	65,000	(1,158,731)	625,597
2030	625,597	0	2,367,311	0	3,128	0	859,630	457,615	1,399,760	620,000	0	0	65,000	(1,031,566)	(405,969)
2031	(405,969)	0	2,473,691	0	0	0	860,340	457,615	1,399,760	605,000	0	0	65,000	(914,024)	(1,319,993)
2032	(1,319,993)	0	2,551,327	0	0	0	0	457,615	1,399,760	0	201,419	0	65,000	427,533	(892,460)
2033	(892,460)	0	2,609,900	0	0	0	0	457,615	1,399,760	0	177,388	0	65,000	510,137	(382,323)
2034	(382,323)	0	2,629,918	0	0	0	0	457,615	1,399,760	0	184,264	0	65,000	523,278	140,955
2035	140,955	0	2,650,084	0	705	0	0	457,615	1,399,760	0	191,244	300,000	65,000	237,170	378,125
2036	378,125	0	2,670,399	0	1,891	0	0	457,615	1,399,760	0	198,303	200,000	65,000	351,612	729,736
2037	729,736	0	2,690,866	0	3,649	0	0	457,615	1,399,760	0	205,444	0	65,000	566,696	1,296,432
2038	1,296,432	0	2,711,483	0	6,482	0	0	457,615	1,399,760	0	242,665	0	65,000	552,926	1,849,358
2039	1,849,358	0	2,732,254	0	9,247	0	0	457,615	1,399,760	0	250,118	0	65,000	569,008	2,418,366
2040	2,418,366	0	2,753,179	0	12,092	0	0	0	1,399,760	0	394,939	0	65,000	905,571	3,323,937
2041	3,323,937	0	2,774,259	0	16,620	0	0	0	1,399,760	0	403,247	0	65,000	922,871	4,246,809
Total		0	41,487,276	142,000	95,175	0	4,649,248	6,517,409	18,514,580	3,250,000	2,737,905	500,000	1,308,500		

Other — Existing Debt Schedule

Discretionary Payments- Allocation to TID No. 9

Assumes 25% of Remaining Annual Increment

0.50% — Interest Income

Table 4: Financing Summary

TID No. 15 — **Created/Revised: 6/17/2022**

TID Activities	Phase/Loan #1 Innovation Court 9/1/2021	Phase/Loan #2 Other TID 8 Projects 9/1/2025	Phase/Loan #3 9/1/2028	Paid with TID Revenue	Total
A. Infrastructure	$394,000	$4,606,000	$12,000,000	$0	$17,000,000
B. Capital Costs	$0	$0	$100,000	$0	$100,000
C. Site Development Costs	$0	$0	$500,000	$0	$500,000
D. Land Acquisition & Assembly	$0	$0	$500,000	$0	$500,000
E. Development Incentives	$3,535,000	$0	$0	$5,965,000	$9,500,000
F. Professional Services	$0	$300,000	$0	$0	$300,000
G. Discretionary Payments	$0	$0	$0	$500,000	$500,000
H. Administration Costs	$0	$0	$0	$1,303,000	$1,303,000
I. Organizational Costs	$0	$0	$0	$25,000	$25,000
Subtotal	**$3,929,000**	**$4,906,000**	**$13,100,000**	**$7,793,000**	**$29,728,000**
J. Inflation Factor Cost Adj. @ 1% per year	$0	$509,306	$2,471,783		$2,981,089
Grants	$0	$0	$0		$0
Reduction for Land Sale Revenue	$0	$0	$0		$0
Total Cost For Borrowing	**$3,929,000**	**$5,415,306**	**$15,571,783**		**$32,709,089**
Capitalized Interest	$0	$15,000	$0		$15,000
Financing Fees (2%)	$78,580	$108,306	$311,436		$498,322
Debt Reserve	$0	$0	$0		$0
Subtotal	$4,007,580	$5,538,612	$15,883,219		$25,429,411
Less Interest Earned	$0	$0	$0		$0
BORROWING REQUIRED	**$4,007,580**	**$5,538,612**	**$15,883,219**		**$25,429,411**
BORROWING AMOUNT	**$4,010,000**	**$5,540,000**	**$15,885,000**		**$25,435,000**

APPENDIX C: RESOLUTIONS, NOTICES, MINUTES, AND OTHER ATTACHMENTS

1: Opinion Letter from City Attorney Regarding Compliance with Statutes
2: Letter Chief Official of Overlying Taxing Entities and Notice
3: JRB Meeting Notices – Affidavit of Publication
4: JRB Meeting No. 1 Agenda and Minutes
5: JRB Meeting No. 2 Agenda and Minutes
6: JRB Resolution Approving TID No. 15
7: Public Hearing Notice – Affidavit of Publication
8: Plan Commission/Public Hearing Meeting Agendas
9: Plan Commission/Public Hearing and Meeting Minutes
10: Plan Commission Resolution Approving TID No. 15
11: Common Council Meeting Agenda
12: Common Council Meeting Minutes
13: Common Council Resolution Creating TID No. 15

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #22-62 Accepting Brown County Crime Prevention Funding Board Grant to Police Department in the Amount of $4,200 for Protective Helmets.**

Note This item was approved unanimously by the Finance/Personnel Committee at its regular meeting on June 12, 2022.

This $4,200 grant would be used to pay for protective helmets and face shields for officers. These helmets would help protect officers heads, eyes, and faces in the event of violent civil unrest, thrown objects, etc.

ATTACHMENTS:

- Reso22-62 (PDF)

RESOLUTION #22-62

ACCEPTING BROWN COUNTY CRIME PREVENTION FUNDING
BOARD GRANT TO POLICE DEPARTMENT IN THE AMOUNT OF $4,200 FOR PROTECTIVE HELMETS

WHEREAS, the Brown County Crime Prevention Funding Board (the "Board") offers a grant program funded by certain fees imposed upon criminal convictions which are annually distributed to groups or agencies for the use or purpose of crime prevention; and

WHEREAS, the Police Department submitted an application to the Board for $4,200.00 in funding for the purchase of protective helmets for its officers; and

WHEREAS, the Board has approved the application and awarded the Police Department a grant for the full amount requested, recognizing the need to provide this important equipment to law enforcement officers for protection and safety; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval and acceptance of this generous grant.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council hereby accepts the grant of $4,200.00 from the Brown County Crime Prevention Funding Board and thanks them for their very generous support.

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 19th day of July, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Committee Approval: 07/12/2022

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Resolution #22-63 Ratifying Fire Department Grant Application (Northeast Wisconsin Healthcare Emergency Readiness Coalition, Region 3).**

At its meeting on July 12, 2022, the Finance/Personnel Committee voted unanimously to approve this item and send it forward to the Common Council for final ratification and acceptance.

ATTACHMENTS:

- Reso22-63 (PDF)
- HERC GRANT REQUEST (PDF)

RESOLUTION #22-63

RATIFYING FIRE DEPARTMENT GRANT APPLICATION
(Northeast Wisconsin Healthcare Emergency Readiness Coalition, Region 3)

WHEREAS, the U.S. Department of Health and Human Services Hospital Preparedness Program provides federal funding for Wisconsin Healthcare Emergency Readiness Coalitions to provide funding for healthcare delivery system readiness; and

WHEREAS, the fire department is in need of various equipment and supplies to provide countywide Active Threat training for emergency responders in the fall of 2022 to allow communities to prepare for, respond to and recover from disaster as quickly as possible through coordinated efforts; however the grant application process did not allow the department sufficient time to obtain prior approval of its grant application, requiring the department to submit its application and request ratification of its actions after the fact; and

WHEREAS, the grant award will also provide training wages to allow the fire department to attend task force training in advance of the event dates and supply two Rescue Task Force trainers for each training day (15 days during September-November 2022); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council ratifies the submission of the grant application to the Northeast Wisconsin Healthcare Emergency Readiness Coalition, Region 3 for the purposes specified above and authorizes acceptance of the grant in the amount of $20,141.

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 19th day of July, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 07/12/2022

Memo

To: Honorable Mayor James Boyd

Members of the Common Council

From: Alan Matzke, Fire Chief AEM

Date: June 13, 2022

Re: Request to Apply and Accept Grant from Northeast Wisconsin Healthcare Emergency Readiness Coalition, Region 3

De Pere Fire Rescue would like to respectfully request permission to retroactively apply for the 2022 Northeast Wisconsin Healthcare Emergency Readiness Coalition Grant.

The U.S. Department of Health and Human Services (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) funds Wisconsin's HERCs. ASPR leads the country in preparing for, responding to, and recovering from the adverse health effects of emergencies and disasters. ASPR's HPP enables the health care delivery system to save lives during emergencies and disaster events that exceed the day-to-day capacity and capability of existing health and emergency response systems.

HPP is the only source of federal funding for health care delivery system readiness, intended to improve patient outcomes, minimize the need for federal and supplemental state resources during emergencies, and enable rapid recovery. HPP prepares the health care delivery system to save lives through the development of health care coalitions (HCCs). In Wisconsin, these are known as HERCs.

The overall goal of the HERC is to help Wisconsin communities prepare for, respond to, and recover from a disaster as quickly as possible. Through coordinated preparation, response, and recovery efforts.

De Pere Fire Rescue requested funding for the equipment and supplies as listed below:

10 Ballistic helmets with a total cost of $5,250
50 torniquets, (50) Israeli bandages, (50) chest seals to be used for ongoing training, totaling $2,500
6 Start Triage TRI Packs $234 each or $1,404 total
1 TrueClot wound packing trainer to be used for ongoing training, totaling $475
2 Wound Cube Training $195 each or $390 total
2 Weapon detecting wands $225 each or $450 total

De Pere Fire Rescue requested grant monies to provide training personnel for the fall (2022) countywide Active Threat training is to take place in September, October and November, 2022 on the following dates:

September 6 and 9 train the trainer
September 13, 14, 16, 19, 23, 27 and 29
October 3, 12, 18, 24 and 27
November 2

De Pere Fire Rescue would like to supply up to two (2) Rescue Task Force trainers to the event each training day. All training staff will attend the Train the Trainer Day on either September 6th or 9th, 2022.

Requesting monies up to $9,672.

The total grant award for equipment, supplies and training wages total $20,141.

Thank you for your consideration. I respectfully request your support to move this item forward to the City Council for final action and acceptance.

Please feel free to contact me with any questions or concerns.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Resolution #22-64 Approving Master Service Agreement with Lexipol, Inc. (Fire Policy Manual and Daily Training Bulletin Annual Subscription).**

This item was unanimously approved at the Finance/Personnel Committee on July 12, 2022, including the additional funding in the amount of $5,217.38 to be taken from Unassigned Reserves.

ATTACHMENTS:

- Reso22-64 (PDF)
- De Pere Fire and Rescue-WI Lexipol Policy Services Agreement (PDF)
- LEXIPOL REQUEST (PDF)

RESOLUTION #22-64

APPROVING MASTER SERVICE AGREEMENT WITH LEXIPOL, LLC
(Fire Policy Manual and Daily Training Bulletin Annual Subscription)

WHEREAS, the Fire Department is in need of a cloud-based platform to provide access to comprehensive procedures, guidelines and training to assist its firefighters with application and compliance; and

WHEREAS, Lexipol, LLC has available and offers to provide a 24/7 cloud-based subscription accessible on a web-based platform or mobile application, to include department polices that ensure compliance with state and federal laws, as well as the ability to notify staff of changes and track acknowledgement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Master Service Agreement with Lexipol, LLC, as is attached hereto, subject to such changes as deemed necessary by the City Attorney, with $5,217.38 of the amount due being designated from unassigned reserves.

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 19th day of July, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 07/12/2022

MASTER SERVICE AGREEMENT

Agency's Name:	De Pere Fire & Rescue
Agency's Address:	400 Lewis St De Pere, Wisconsin 54115
Attention:	Chief Alan Matzke
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	July 1, 2022 (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the “Agreement”) is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.
This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions Specific to this Agreement

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

De Pere Fire & Rescue		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Phase 1/Prorated Period: 7/1/2022 - 12/31/2022: Fire Subscription, Cross-ref, Tiers I & II Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Phase 1 Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (Start: 7/1/2022 End: 12/31/2022)	USD 3,207.50	15%	USD 481.12	USD 2,726.38
	Subscription Line Items Total			**USD 481.12**	**USD 2,726.38**
1	Fire Standard Policy Cross-Reference	USD 3,360.00	10%	USD 336.00	USD 3,024.00
1	Fire Tier I Implementation	USD 3,124.00	10%	USD 312.40	USD 2,811.60
1	Fire Tier II Implementation	USD 3,506.00	10%	USD 350.60	USD 3,155.40
	One-Time Line Items Total			**USD 999.00**	**USD 8,991.00**
				USD 1,480.12	**USD 11,717.38**

Prorated Period: July 1, 2022 - December 31, 2022: Policy and Initial Imp. Discount:	USD 1,480.12
Prorated Period: July 1, 2022 - December 31, 2022: Policy and Initial Imp. TOTAL:	USD 11,717.38

First Full Annual Fire Subscription and Tiers III, IV and V Implementation: 1/1/2023 - 12/31/2023

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 9,902.00	15%	USD 1,485.30	USD 8,416.70
1	Fire Public Safety GrantFinder Subscription (12 Months)	USD 495.00	15%	USD 74.25	USD 420.75
	Subscription Line Items Total			**USD 1,559.55**	**USD 8,837.45**
1	Fire Tier III Implementation	USD 4,120.00	10%	USD 412.00	USD 3,708.00
1	Fire Tier IV Implementation	USD 3,471.00	10%	USD 347.10	USD 3,123.90
1	Fire Tier V Implementation	USD 3,460.00	10%	USD 346.00	USD 3,114.00
	One-Time Line Items Total			**USD 1,105.10**	**USD 9,945.90**
				USD 2,664.65	**USD 18,783.35**

Annual Fire Policy Subscription and Remaining Implementation Discount:	USD 2,664.65
Annual Fire Policy Subscription and Remaining Implementation TOTAL:	USD 18,783.35

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Annual Subscription (Only): begins 1/1/2024

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures w/ GrantFinder (12 Months)	USD 10,397.00	15%	USD 1,559.55	USD 8,837.45
	Subscription Line Items Total			**USD 1,559.55**	**USD 8,837.45**
				USD 1,559.55	**USD 8,837.45**

Annual Subscription without any Implementation begins 1/1/2024 Discount:	USD 1,559.55
Annual Subscription without any Implementation begins 1/1/2024 TOTAL:	USD 8,837.45

*Fire pricing is based on 40 Fire Authorized Staff.
Cross Reference Professional Services pricing is based on 300 pages.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

Discount Notes
15% multi-manual annual subscription discount if PD and FD both sign up with Lexipol. FD plans to sign by 7/1/2022, PD plans to sign in early 2023.
FD also receives 10% EMC member discount on professional services (implementation support)

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Exhibit B
Terms and Conditions of Service

1. Definitions. For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 "Agency" means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 "Agreement" means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 "Derivative Work(s)" means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 "Effective Date" means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Service(s)" means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 "Subscription Materials" means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. Term. The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. Termination.

3.1 For Cause. The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 For Convenience. The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. **Effect of Expiration or Termination**. Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. **Fees and Invoicing**. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. **Service-Specific Terms**. The following sections apply to specific Lexipol Services:

6.1 **Policy**. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 **Learning**. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

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6.3 **Wellness**. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 **Grants**. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar ($25) late fee.

6.5 **Generally; Injunctive Relief**. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. **Account Security**. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. **Privacy Policy.** Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

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9. **Confidentiality**. During the term of the Agreement, either party may be required to disclose information to the other party that is marked "confidential" or is of such a type that the confidentiality thereof is reasonably apparent (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents.

10. **Warranty Disclaimer.** ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. **Limitation of Liability.** Lexipol's cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. **General Terms**.

12.1 **General Interpretation**. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 **Invalidity of Provisions**. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

12.3 **Waiver**. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 **Governing Law**. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

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12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

1. **Response Times**. For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.

2. **Uptime Commitment**. The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.

3. **Exclusions from Uptime Percentage**. All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.

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Memo

To: Honorable Mayor James Boyd
Members of the Common Council

From: Alan Matzke. AEM

Date: July 7, 2022

Re: Request to Secure Lexipol Fire Procedures

De Pere Fire Rescue is requesting approval to contract with Lexipol fire procedures to provide comprehensive procedures, guidelines and training.

Across different shifts and stations, firefighters respond to a vast range of call types and manage myriad interactions in the firehouse. Helping firefighters and officers make safe operational and administrative decisions requires comprehensive, easy to understand guidelines and training that reflect the latest standards and legislation, as well as resources to help them manage the behavioral and physical health risks associated with a careen in fire and EMS.

Lexipol provides a cloud-based platform and a full library of customizable, state specific fire service policies that are updated in response to new state and federal laws and court decisions. This platform is available 24/7 and accessible via a web-based platform or mobile app.

I have spent the last three years creating department policies based on priority and I feel there's an enormous number of policies yet to complete. Once the policy is complete, the work of education and updating begins. Lexipol's platform allows for easy revisions, as well as tracking all changes so when a policy is changed it is sent out to all staff to notify them of the changes, as well as tracking their acknowledgement.

Policy education is another primary function of the platform. Lexipol generates scenario-based training to help firefighters apply procedures and assure compliance.

I believe Lexipol will help to keep your firefighters safe by guiding us to best practice procedures. I believe this will improve standardization, strengthen mutual aid, achieve organizational excellence, enhance accountability, as well as dramatically reduce risk to the City.

I have requested this through the budget process for the past several years, but have been unsuccessful. Last year you approved the purchase of a cloud-based software that helps organize and track policy, but

offers no legal content. I believe the legal content, as well as the education and compliance component of Lexipol, makes it the best possible solution for the problem.

The cost for the Lexipol product is $11,717.38, so I am respectfully requesting you to consider allowing De Pere Fire Rescue to use the $6,500 that was approved in the 2022 budget, along with approving $5,217.38 from undesignated reserves.

Thank you for your consideration.

If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #22-65 Authoring Agreement for Contractor Services Between the City of De Pere and Best Stump Grinding LLC (Removal of Stumps and Maintenance Services in City Right-of-Way).**

The Board of Public Works at the July 11, 2022 meeting approved funding in the amount of $30,600 from undesignated reserves for the complete removal of stumps and re-seeding in the right of way and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-65 (PDF)
- Best Stump Grinding(Stump Removal)7-12-22 (PDF)
- Exhibit A-Best Stump Grinding (PDF)
- Exhibit B-Best Stump Grinding (PDF)
- Memo.Stump Grinding (DOCX)
- 2022 0711 CE_BOPW_Stump Grinding Proposals (PDF)

RESOLUTION #22-65

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND BEST STUMP GRINDING LLC
(Removal of Stumps and Maintenance Services in City Right-of-Way)

WHEREAS, the City is in need of full stump removal and maintenance services throughout the city's municipal boundaries; and

WHEREAS, Best Stump Grinding LLC 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 Public Works 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 Best Stump Grinding LLC as is attached hereto, 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 19th day of July, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 7/11/2022

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND BEST STUMP GRINDING LLC
(Removal of Stumps and Maintenance Services in City Right-of-Way)

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 Best Stump Grinding LLC, a Wisconsin limited liability company ("Contractor").

WITNESSETH

WHEREAS, the City is in need of full stump removal and maintenance to remove approximately 350 stumps throughout De Pere's municipal boundaries; 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 Quotes (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 stump removal and maintenance, as designated by City.

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 $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.

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 part 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, Recration & 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	Best Stump Grinding LLC
Attn: City Administrator	Attn: Tim Gilson
335 South Broadway Street	1681 New Plank Road
De Pere, WI 54115	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.

BEST STUMP GRINDING LLC

By: _____
Tim Gilson, Managing Member

By: _____
Name/Title: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

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CITY OF DE PERE
MEMO

To: Stump Grinding Contractors
From: Marty Kosobucki
Date: June 29, 2022

RE: Request for Quotes

The City of De Pere is requesting quotes from contractors to address stumps in the right of way throughout the City of De Pere. Project quotes are being accepted until **Wednesday, July 6, 2022** at **3:00 PM** at the Municipal Service Center, 925 S. Sixth Street, De Pere, Wisconsin 54115 or via email to dmelichar@deperewi.gov, or mkosobucki@deperewi.gov. Project quotes and considerations will be reviewed at the Board of Public Works meeting, held on July 11, 2022.

Project Information:

- The city has approximately 350 stumps throughout the City of De Pere municipal boundaries.
- It is the intent to try and have all the stumps removed, however the number of stumps will be contingent on funding.
- The actual size and dimension of each stump is not categorized or documented.
- The City shall provide a listing and location of stumps to the contractor.
- Contractor is responsible for contacting and coordinating with diggers hotline.
- Stumps shall be organized in an efficient manner to maximize contractor efficiency.
- Stumps shall be ground to a depth of 10-12."
- Project work shall be completed by December 31, 2022.
- If stump removal occurs during weather conditions not conducive for topsoil and seeding, the contractor will be required to come back in the spring and complete the work. (This only applies if the City contracts for full removal and maintenance.)
- Invoicing/payment for the project will be coordinated monthly, based on work accomplished.
- Sample contractors' agreement is included.

For interested contractors please submit the following information:

- Price per inch for stump grinding
- Price per inch for stump grinding, removing necessary infill, backfilling with topsoil, and seeding.
    - Please identify method of seeding (ie. hydro seeding, seeding with straw, seeding only, etc…)

For questions and/or further information please contact the office of the Parks, Recreation and Forestry Department at 920-339-4065. Or e-mail at mkosobucki@deperewi.gov, or dmelichar@deperewi.gov.

Proposed Quote

Company Name:____BEST Stump Grinding LLC _____

Company Representative:_____Tim Gilson_____

Company Address: _N3153 McCabe Rd Kaukauna, WI 54130 _____

Phone: __920-737-1381_____

Email:___beststump@gmail.com_____

Signature: _____*Tim Gilson*_____

Item	Fee
Price per inch for stump grinding	$ 1.75 per inch
Price per inch for stump grinding and removing infill	$ 3.00 per inch
Price per inch for stump grinding, removing infill, backfilling with topsoil, and seeding	$ 4.25 per inch
Total Fee	$ 1.75 or $3.00 or $4.25 per inch

Additional Information: (Please identify the method of seeding that will be used – hydroseeding, seeding with straw, seeding only, etc..)

Seeding only will be used.

CITY OF DE PERE
MEMO

To: Board of Public Works
From: Marty Kosobucki
Date: July 11, 2022

RE: Stump Grinding/Request for funding

Staff Recommendation: Staff is requesting the Board of Public Works consider recommending additional funds be approved to hire a contractor to remove stumps in the terrace.

We received three bids from local contractors regarding a price per inch for stump grinding. We were not able to ask for a project price as contractors go "by the inch" and we do not have a catalog of each stump and their size. A summary is below of the bids we received.

Contractor	Price/inch for stump grinding only	Price/inch for complete removal and seeding	Method of Seeding	Notes
Best Stump Grinding	$1.75 per inch	$4.25 per inch	Seeding only	Also provided a price for stump removal and removal of infill. ($3 per inch)
Capelle	$3.50 per inch	$7.00 per inch	Seed with straw	
Ripleys Stump Grinding	$3-$6 per inch	$6-$12 per inch	Seed and straw	

We estimate we have 300 stumps throughout the City, and our best estimate is that the average stump size is 20-24". This does not include the stumps that will be coming from the 700 dead and dying trees. Using the low bid and computing 300 stumps at an average size of 24", we would estimate that

A) Stump removal is estimated to cost about $12,600, and
B) Complete stump removal and seeding is estimated to cost $30,600.

(The above numbers are based on the quote from low bid of Best Stump Grinding.)

Options:
There are several options in considering how to handle the growing issue of stumps in the terrace. I have laid out a couple of options to consider.

A) Request funding to begin stump removal (recommended to do stump removal and seeding) in 2022. Money would need to be approved by City Council and come from unassigned reserves.

B) Request funding in the 2023 Budget to hire a contractor for the purpose of removing stumps in the terrace.
C) Request a change in priorities related to stump removal for the Forestry Division.
    a. Potential standard – all stumps shall be removed within one year even if high risk trees remain.

Summary:

For the past two plus years our City Forestry staff has focused on the removal of dead and dying Ash Trees among their other tasks. Because the removal of dead and dying trees is a high safety concern, much of our efforts have been directed to the removal of trees. Tasks such as pruning requests, site visits, and removal of stumps have taken a back seat to our highest priority/high risk tasks as they are not a safety concern or cause a significant risk to the public. In the case of pruning we are many years behind. In the case of stumps in our right of ways, we were very close to being caught up with this task as of July 2021. (It is believed there were less than 50 stumps left to complete.) Since that time, we have taken down a fair amount of high risk trees and have not been back to remove the stumps. From a professional standpoint, we do not like this backlog of work and sympathize with landowners and residents who are impacted. In an effort to alleviate some of this backlog, we would like to propose additional funding to help with stump removals.

<u>Staff Scheduling/Work Priorities/Etc</u>
To help understand the situation we are in I would like to provide you with the following information explaining how we prioritize work, amount of work, amount of work that can be accomplished, etc…

- Staffing level
    - Currently have two full time arborists to maintain our urban forest and trees.
    - We will assign one of our full-time park employees to assist in forestry operations.
        - This happens mostly in the winter months, opposite when our Park operations are going at full steam.
    - We will periodically hire part time employees to assist in the forestry operations, however this is contingent on having skilled/experienced applicants to operate needed machinery.
- Priority Levels
    - Our forestry operations can change from day to day, however our main goal is to address safety/high risk concerns before anything. Below are the different type of tasks our forestry crews generally manage and the impacting information behind the task. This is not a complete list…just the tasks that make up most of our work. As you will see, I have not listed the tasks of stump removal, request pruning, general pruning, and miscellaneous tasks.
        - Safety concerns
            - Dead, dying, and/or compromised trees
                - Currently, the city has about 700 number of trees considered to be dead, dying, or a safety concern that are recommended to come down.
                    - About 650 of these trees are dead or dying Ash Trees from Emerald Ash Borer.
            - Storm damage

        - Storm damage is tough to project as we can not predict storms and the level of damage. However, it is very typical for our crew to work on storm damage for several weeks after a significant storm. Work after a storm consists of removing trees and limbs that have cracked and/or hanging and are causing a significant safety risk.
- City Construction projects
    - There are times within City sponsored construction projects that trees are required to be removed or pruned. These type of removals/pruning are restricted to a specific window of time.
    - Re-planting of these construction projects are leg by our Forestry Crews.
- Flag lowering and raising.
    - We are mandated by the state, often times on short notice to raise and lower flags. To date we have received 15 requests for flag lowering/raising and anticipate many more.
- Banners/Pots/Baskets/Decorations
    - Forestry staff is responsible for changing out the banner above Reid Street. Estimated to change out every 2-3 weeks.
    - Responsible for the distribution of 84 hanging pots and removal of them.
        - This takes about 3-4 days for set up, and an additional 3-4 days for removal
    - Holiday Decorations
        - Decorations throughout the downtown, roundabouts and throughout the city take 3-4 weeks of work to set up and another 2 weeks of take down.
    - Responsible for the changing and repair of banners throughout the downtown area and bridge.
        - Takes about 3 days to change out banners for the season.
- Planting
    - Planting season is a small window in the spring and fall but consumes about 10 - 15 days of work for our forestry crews during the spring and fall.
    - Resident purchases of terrace trees, park replanting, and memorial trees are planted during this time.
- Snow Plowing/Removal and Ice control
    - This is a seasonal task and contingent on weather. However, anytime we get snow, our operation takes about 2-3 days to do a full clean up.

<u>Tree Removal – Contractor</u>

We requested and received funding in 2022 for a contractor to remove trees. Proposals are due July 8 and we will be looking to approve a contractor over the next month and have them start sometime in August/September. While this funding will be helpful, we anticipate the funding to cover approximately

150-200 trees to be removed by the end of 2022. That leaves approximately 550 additional trees to be removed considered to be a safety risk.

If we would approach removals where just the contractor removes trees with the designated funding, we would be looking at an additional 3-4 additional years of removals before navigating through the current total of dead/dying trees. It is the City Forester's opinion that leaving dead/dying trees in the terrace is a significant safety risk. Therefore, our staff have been also working on tree removals as much as they can to expedite the removal of high risk/dead trees.

If we were to continue with a combined effort of staff and contractor removing trees, we would estimate that we would navigate through the current tree removal inventory in 1.5-2 years.

Proposed Quote

Company Name:____BEST Stump Grinding LLC _____

Company Representative:_____Tim Gilson_____

Company Address: _N3153 McCabe Rd Kaukauna, WI 54130 _____

Phone: __920-737-1381_____

Email:___beststump@gmail.com_____

Signature: _____*Tim Gilson*_____

Item	Fee
Price per inch for stump grinding	$ 1.75 per inch
Price per inch for stump grinding and removing infill	$ 3.00 per inch
Price per inch for stump grinding, removing infill, backfilling with topsoil, and seeding	$ 4.25 per inch
Total Fee	$ 1.75 or $3.00 or $4.25 per inch

Additional Information: (Please identify the method of seeding that will be used – hydroseeding, seeding with straw, seeding only, etc..)

Seeding only will be used.

Proposed Quote

Company Name: Capelle's Stump Grinding & Tree Service

Company Representative: Sarah Capelle

Company Address: 1110 crestwood Dr. Green Bay, WI 54313

Phone: 920 562 5214 Email: Capellelandworks@gmail.com

Signature: Sarah Capelle

Item	Fee
Price per inch for stump grinding	$ 3.50
Price per inch for stump grinding, removing infill, backfilling with topsoil, and seeding	$ 7.00
Total Fee	$

Additional Information: (Please identify the method of seeding that will be used – hydro seeding, seeding with straw, seeding only, etc..)

Seed with straw & watering would be used. Seed Composition would be a midwest mix

(Blue Grass, Rye Grass, Fescue)

Proposed Quote

Company Name: Ripley's Stump Grinding

Company Representative: Garrett Ripley

Company Address: 2567 White Pine rd. GB 54313

Phone: 920 660 4982 Email: ripleysstumpgrinding@yahoo.com

Signature:

Item	Fee
Price per inch for stump grinding	$ <20" $3 <30" $4 <50" $5 >50" $6
Price per inch for stump grinding, removing infill, backfilling with topsoil, and seeding	$ <20" $6 <30" $8
would use seed + straw	<50" $10 >51" $12
Total Fee	$

Measure Root Flair @ ground

Additional Information: (Please identify the method of seeding that will be used – hydro seeding, seeding with straw, seeding only, etc..)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-66 Authorizing Agreement for Contractor Services Between the City of De Pere and Suburban Wildlife Solutions, LLC (Storm Water Facilities Trapping Services).**

The Board of Public Works at the July 11, 2022 meeting approved the Request for Proposal from Suburban Wildlife Solutions, LLC in the amount of $15,650 for pond trapping and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-66 (PDF)
- Suburban Wildlife Solutions, LLC(Trapping Services)7-14-22 (PDF)
- Exhibit A-Suburban Wildlife Solutions, LLC (PDF)
- Exhibit B-Suburban Wildlife Solutions, LLC (PDF)
- 2022 0711 CI_BOPW Award 22-21 (PDF)
- Project_22-21_Trapping_RFP (PDF)

RESOLUTION #22-66

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND SUBURBAN WILDLIFE SOLUTIONS, LLC
(Storm Water Facilities Trapping Services)

WHEREAS, the City is in need of retaining trapping services to protect against muskrat damage to pond embankments and vegetation near its storm water facilities; and

WHEREAS, Suburban Wildlife Solutions, LLC has available and offers to provide personnel and equipment necessary to accomplish trapping services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; 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 authorized and directed to enter into an Agreement for Contractor Services Between the City of De Pere and Wildlife Solutions, LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of July, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 07/11/2022

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND SUBURBAN WILDLIFE SOLUTIONS, LLC
(Storm Water Facilities Trapping Services)

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 Suburban Wildlife Solutions, LLC, a Wisconsin limited liability corporation ("Contractor").

WITNESSETH

WHEREAS, the City is in need of retaining trapping services to protect against muskrat damage to pond embankments and vegetation near its storm water facilities; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish trapping services within the required timeframe.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT AND SCOPE OF CONTRACTOR SERVICES

The project is for muskrat trapping services at City storm water facilities and Contractor agrees to perform those services as described in City's Request for Proposals attached hereto and incorporated as Exhibit A and Contractor's Proposal thereto attached as Exhibit B. No standard terms or conditions 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, 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. CITY OBLIGATIONS

City agrees to provide notice to nearby residents of the trapping activities, and will trim vegetation around ponds as needed, with advance notice from Contractor.

III. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall complete two trapping periods, one in the fall of 2022 and one in the spring of 2023, at each site as designated in Exhibit A with each period lasting seven days, following Wisconsin

Trapping Regulations as set forth by the Wisconsin Department of Natural Resources 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.

IV. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as provided in Exhibit B. Services shall be billed at the conclusion of each trapping session. 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.

V. 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 $2,000,000.

2. Automobile Liability

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

VI. 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.

VII. 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 persons and firms performing subcontract work.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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	Suburban Wildlife Solutions, LLC
Attn: City Administrator	Attn: Kurt W. Schroeder
335 South Broadway Street	N1940 County Road CC
De Pere, WI 54115	Kaukauna, WI 54130

XIV. TERMINATION

This Agreement shall terminate as of March 31, 2023.

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

SUBURBAN WILDLIFE SOLUTIONS, LLC

By: _____
Kurt W. Schroeder, Managing Member

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

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Request for Proposals
For
Trapping Services

The City of De Pere would like to invite your company to submit a proposal for muskrat trapping in Fall of 2022 and Spring of 2023.

Your proposal must be submitted to our office by Thursday, July 7, 2022 at 1:00 p.m.

GENERAL INFORMATION:
The City of De Pere conducts annual inspection of its storm water facilities. We are finding these facilities are experiencing damage to pond embankments and vegetation because of muskrats. The purpose for this Request for Proposals (RFP) is to obtain services to trap muskrats around these storm water facilities.

SCOPE OF SERVICES:
The City shall grant the selected Trapper exclusive rights for trapping muskrats only on or around the following City storm water facilities:

1. SW Business Park Pond System
2. Honeysuckle Pond and Swale
3. Exit 161 Roundabout (Hwy 41 – Scheuring) Pond
4. Killarny Pond

Muskrat removal shall consist of two trapping periods at each pond, one in the fall of 2022 and the second in the spring of 2023. Each trapping period shall last seven days. Upon completion of a trapping period, submit a report to the City listing the date of the trapping period and the number of muskrats removed from each pond.

The trapper is required to follow Wisconsin Trapping Regulations, latest edition, as set forth by the Wisconsin Department of Natural Resources.

SCHEDULING:
This RFP will result in an agreement between the City of De Pere and the selected Trapper on or around the City's storm water Facilities terminating March 31, 2023.

SITE ACCESS

Access each site as noted below and on the exhibits. Any on street parking must be accompanied by traffic control, meeting the standards set for in the United States Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) to protect vehicles. Access to each individual pond is anticipated to be as follows:

1. Exhibit #1: SW Business Park Pond System
    - Parking on the grassed terrace on American Boulevard (See Exhibit #5 for traffic control requirements.)
    - Southbridge Road
    - American Court
    - Samantha Park
    - Any of the storm sewer easements shown on the exhibit, access by foot only
2. Exhibit #2: Honeysuckle Pond and Swale
    - Lawrence Drive Parking Lane
    - Red Maple Extended west of American Boulevard
    - Parking on the grassed terrace on American Boulevard (See Exhibit #5 for traffic control requirements.)
3. Exhibit #3: Exit 161 Roundabout (Hwy 41 – Scheuring) Pond
    - Access site from Preserve Trail
4. Exhibit #4: Killarny Pond
    - Access site from Killarny Trail on the north side of the pond.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

The Trapper shall comply with all DNR regulations and licensing requirements in conducting any trapping on or around the City's storm water facilities.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and shall restore the site to the condition existing prior to entry.

FEE:

The proposed fee schedule shall be submitted on the attached form. A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Licensure fees for muskrat trapping shall be considered incidental to the submitted unit prices.

DELIVERY:

E-mail, in PDF format, copies of trapping results specific for each storm water facility to the City Engineer. Hard copies will not need to be provided. Trapping results shall include days trapping and the number of muskrats caught.

ADDITIONAL INFORMATION:

The City will provide the following services as part of this project:

- Written notice to nearby residents of ongoing trapping activities.
- Trim vegetation around ponds if needed. Advance notice will need to be provided so the City can schedule required trimming.

A sample consultant agreement is attached. The attached agreement template is for solicitation purposes only. The selected proposal will have the ability to work with the City to modify certain terms of the attached agreement.

Exhibits of each site are attached.

Proposed Fee Schedule

Company Name:_____

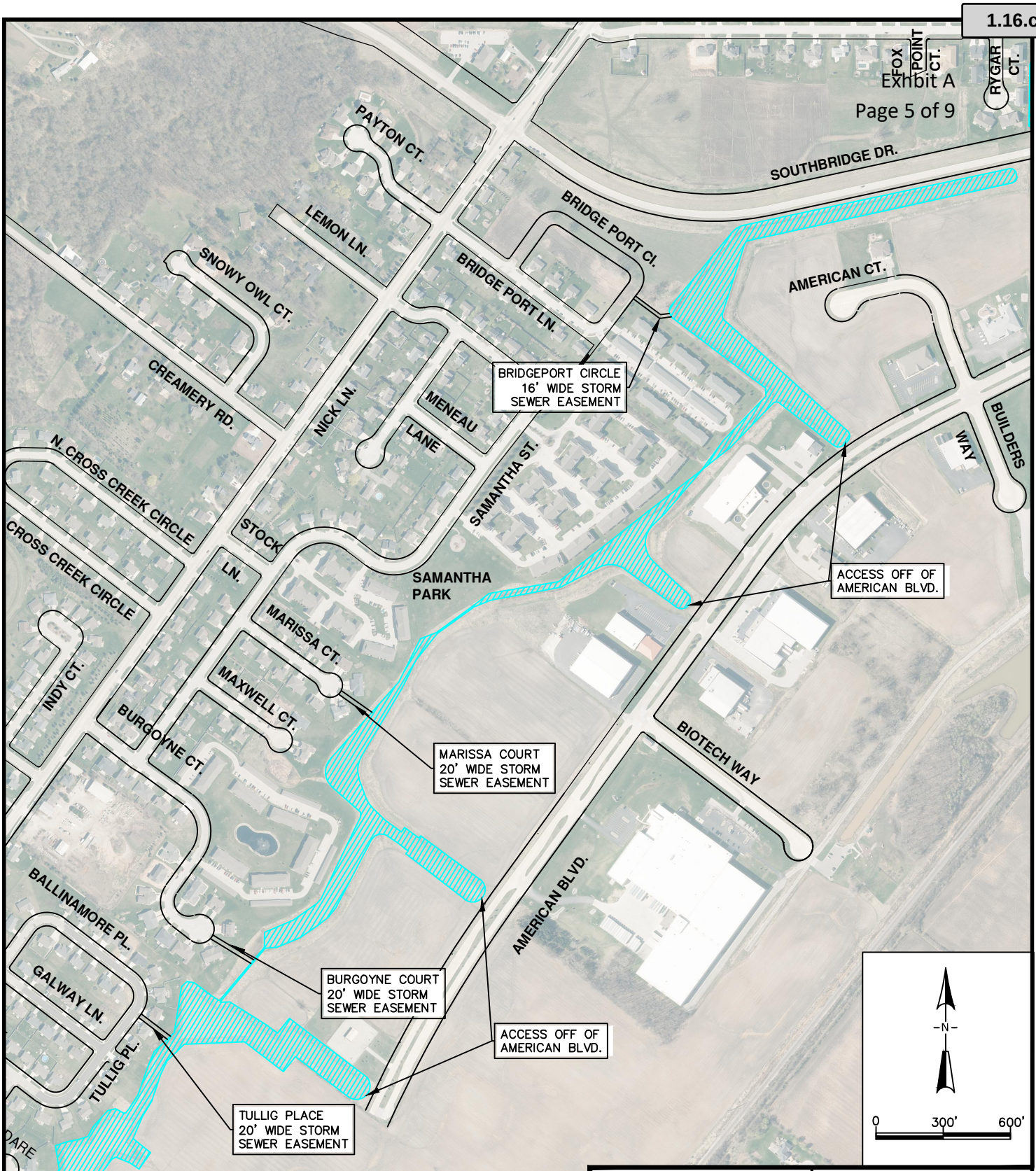
Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Item #	Description	Unit	Quantity	Total
Fall 2022 Trapping				
Fall-01	SW Business Park Pond System	ACRES	29.2	$
Fall-02	Honeysuckle Pond and Swale	ACRES	8.4	$
Fall-03	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	$
Fall-04	Killarny Pond	ACRES	3.4	$
Spring 2023 Trapping				
Spring-01	SW Business Park Pond System	ACRES	29.2	$
Spring-02	Honeysuckle Pond and Swale	ACRES	8.4	$
Spring-03	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	$
Spring-04	Killarny Pond	ACRES	3.4	$
			PROPOSAL TOTAL	$



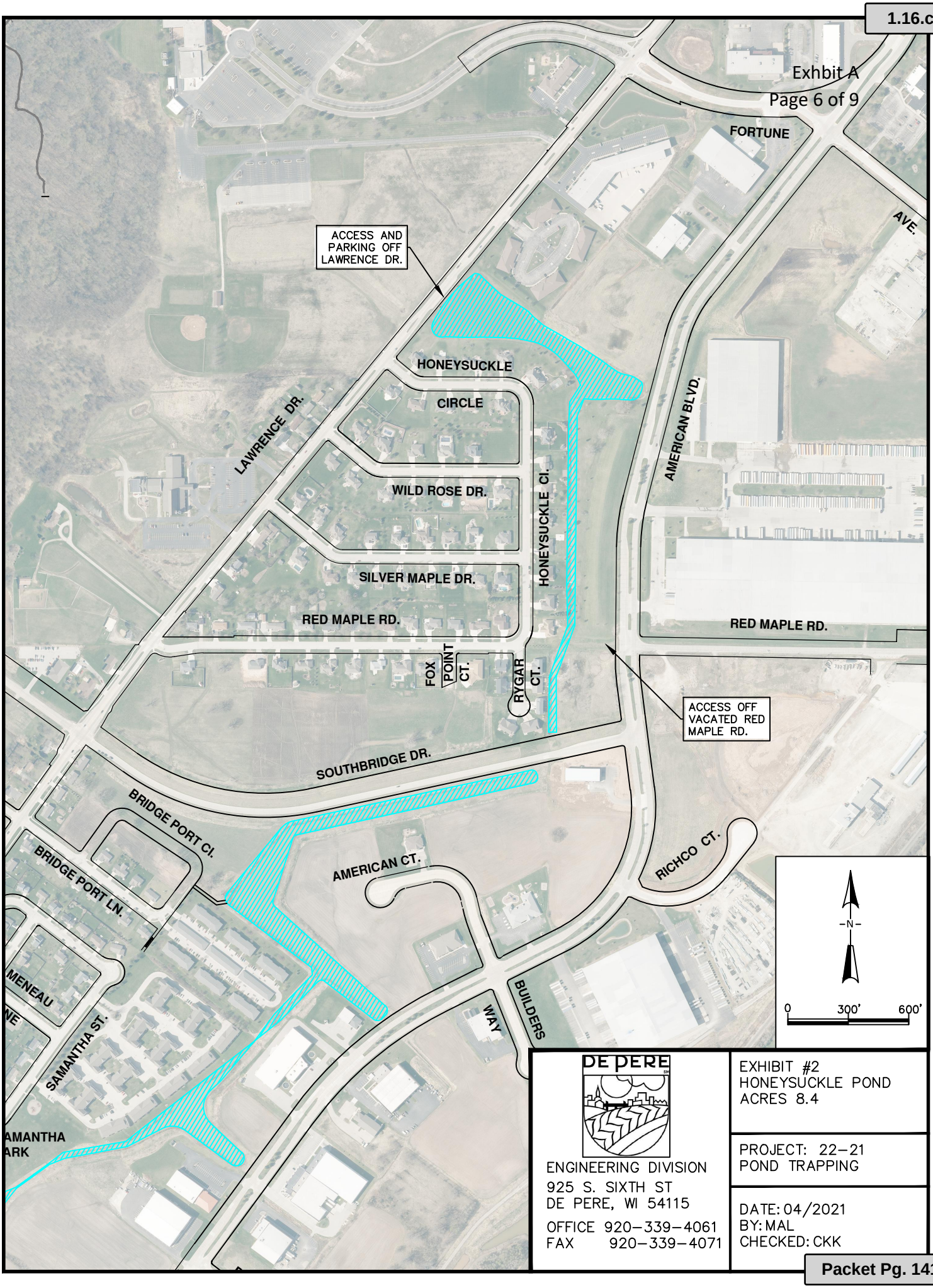
DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #1
SW BUSINESS PARK
POND SYSTEM
ACRES 29.2

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

Exhbit A
Page 6 of 9



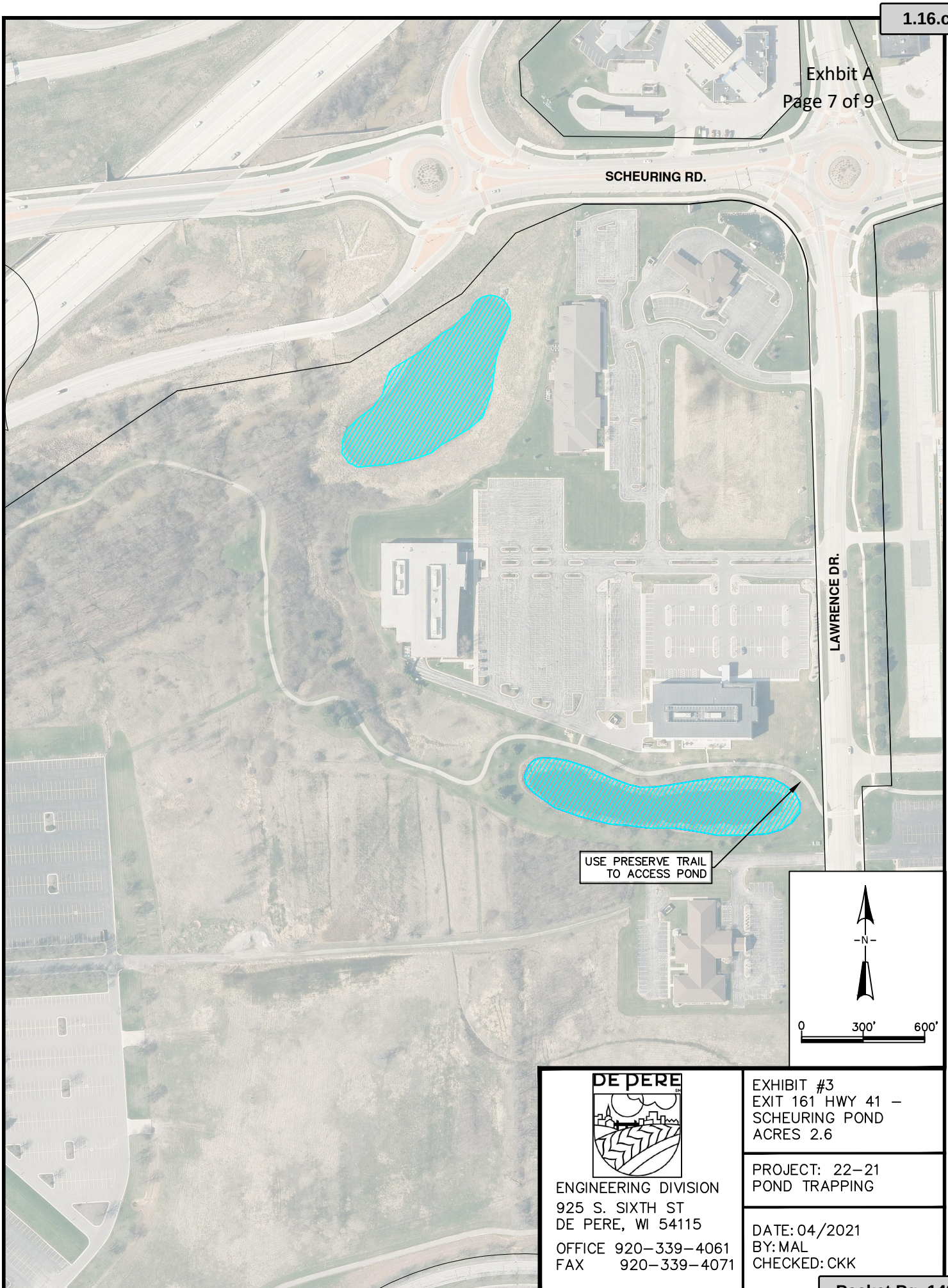
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925 S. SIXTH ST
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OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #2
HONEYSUCKLE POND
ACRES 8.4

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



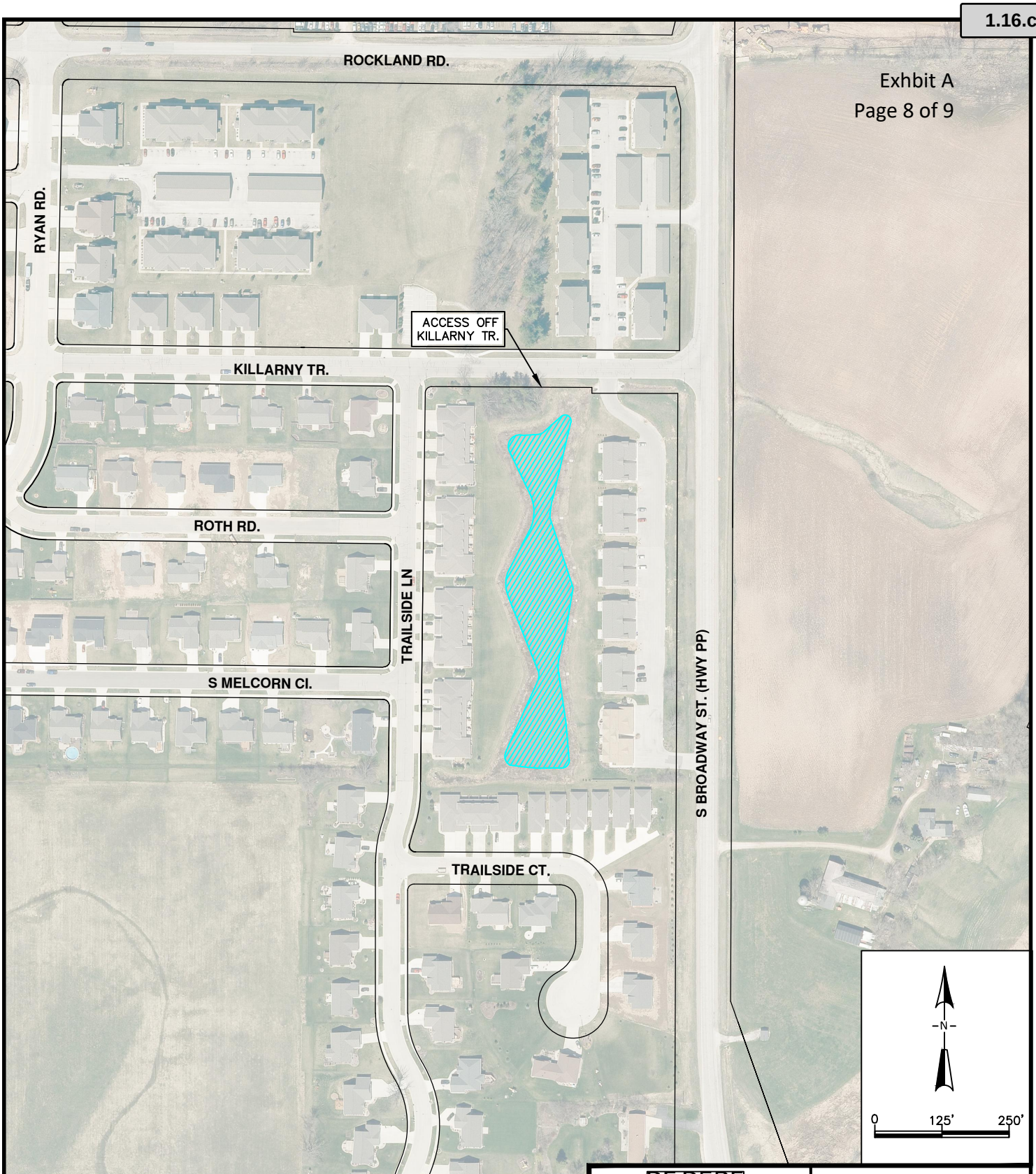
DE PERE
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FAX 920-339-4071

EXHIBIT #3
EXIT 161 HWY 41 –
SCHEURING POND
ACRES 2.6

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

Exhbit A
Page 8 of 9



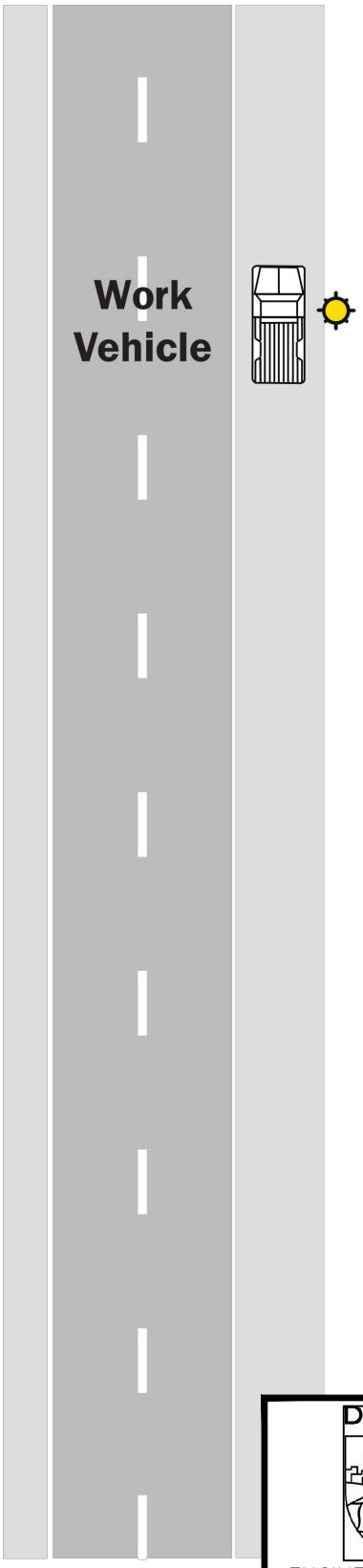
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EXHIBIT #4
KILLARNY TRAIL POND
ACRES 3.4

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

1. The Work Vehicle should be pulled over as far off the roadway as possible, and shall display and operate a 360-degree flashing beacon.



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FAX 920–339–4071

EXHIBIT #5
WORK VEHICLE PARKED ON SHOULDER

PROJECT: 22–21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

Exhibit B

Proposed Fee Schedule Date 6-30-2022

Company Name: Suburban Wildlife Solutions LLC.

Company Address: N1940 County Road CC

Company Address: Kaukauna, WI 54130

Company Representative: Kurt Schroeder

Signature: Kurt Schroeder

Item #	Description	Unit	Quantity	Total
Fall 2022 Trapping				
Fall-01	SW Business Park Pond System	ACRES	29.2	$ 3172.00
Fall-02	Honeysuckle Pond and Swale	ACRES	8.4	$ 1,621.00
Fall-03	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	$ 1,732.00
Fall-04	Killarny Pond	ACRES	3.4	$ 800.00
Spring 2023 Trapping				
Spring-01	SW Business Park Pond System	ACRES	29.2	$ 3,172.00
Spring-02	Honeysuckle Pond and Swale	ACRES	8.4	$ 1,621.00
Spring-03	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	$ 1,732.00
Spring-04	Killarny Pond	ACRES	3.4	$ 800.00
			PROPOSAL TOTAL	$ 14,650.00

* Cost to add Professional Liability insurance if it is deemed needed. $ 1,000.00

Total with Professional liability = 15,650.00

* The city opted to not take this Policy in 2021

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: June 11, 2022

RE: **Consideration and possible action on award on Request for Proposals for Project 22-21 Pond Trapping***

The Engineering Department received a proposal for Project 22-21 Pond Trapping on July 7, 2022. The work is for the trapping of muskrats at storm water detention ponds. Many of the City's ponds are experiencing issues with muskrats burrowing into the pond embankments which can lead to side slope failures. Additionally, the City receives complaints regarding muskrats at our ponds. The proposal was sent to two trappers. The proposal received is as follows:

Contractor	Amount
Suburban Wildlife Solutions, LLC	$15,650.00

The allocated budget amount for the project is $20,000.00 from the Storm Water Utility.

Staff's recommendation is to accept the proposal from Suburban Wildlife Solutions, LLC in the amount of $15,650.00.

Attachments:
2022 0707 Suburban Proposal
Project 22-21 Trapping RFP

Request for Proposals
For
Trapping Services

The City of De Pere would like to invite your company to submit a proposal for muskrat trapping in Fall of 2022 and Spring of 2023.

Your proposal must be submitted to our office by Thursday, July 7, 2022 at 1:00 p.m.

GENERAL INFORMATION:
The City of De Pere conducts annual inspection of its storm water facilities. We are finding these facilities are experiencing damage to pond embankments and vegetation because of muskrats. The purpose for this Request for Proposals (RFP) is to obtain services to trap muskrats around these storm water facilities.

SCOPE OF SERVICES:
The City shall grant the selected Trapper exclusive rights for trapping muskrats only on or around the following City storm water facilities:

1. SW Business Park Pond System
2. Honeysuckle Pond and Swale
3. Exit 161 Roundabout (Hwy 41 – Scheuring) Pond
4. Killarny Pond

Muskrat removal shall consist of two trapping periods at each pond, one in the fall of 2022 and the second in the spring of 2023. Each trapping period shall last seven days. Upon completion of a trapping period, submit a report to the City listing the date of the trapping period and the number of muskrats removed from each pond.

The trapper is required to follow Wisconsin Trapping Regulations, latest edition, as set forth by the Wisconsin Department of Natural Resources.

SCHEDULING:
This RFP will result in an agreement between the City of De Pere and the selected Trapper on or around the City's storm water Facilities terminating March 31, 2023.

SITE ACCESS

Access each site as noted below and on the exhibits. Any on street parking must be accompanied by traffic control, meeting the standards set for in the United States Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) to protect vehicles. Access to each individual pond is anticipated to be as follows:

1. Exhibit #1: SW Business Park Pond System
    - Parking on the grassed terrace on American Boulevard (See Exhibit #5 for traffic control requirements.)
    - Southbridge Road
    - American Court
    - Samantha Park
    - Any of the storm sewer easements shown on the exhibit, access by foot only
2. Exhibit #2: Honeysuckle Pond and Swale
    - Lawrence Drive Parking Lane
    - Red Maple Extended west of American Boulevard
    - Parking on the grassed terrace on American Boulevard (See Exhibit #5 for traffic control requirements.)
3. Exhibit #3: Exit 161 Roundabout (Hwy 41 – Scheuring) Pond
    - Access site from Preserve Trail
4. Exhibit #4: Killarny Pond
    - Access site from Killarny Trail on the north side of the pond.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

The Trapper shall comply with all DNR regulations and licensing requirements in conducting any trapping on or around the City's storm water facilities.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and shall restore the site to the condition existing prior to entry.

FEE:

The proposed fee schedule shall be submitted on the attached form. A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Licensure fees for muskrat trapping shall be considered incidental to the submitted unit prices.

DELIVERY:

E-mail, in PDF format, copies of trapping results specific for each storm water facility to the City Engineer. Hard copies will not need to be provided. Trapping results shall include days trapping and the number of muskrats caught.

ADDITIONAL INFORMATION:

The City will provide the following services as part of this project:

- Written notice to nearby residents of ongoing trapping activities.
- Trim vegetation around ponds if needed. Advance notice will need to be provided so the City can schedule required trimming.

A sample consultant agreement is attached. The attached agreement template is for solicitation purposes only. The selected proposal will have the ability to work with the City to modify certain terms of the attached agreement.

Exhibits of each site are attached.

Proposed Fee Schedule

Company Name:_____

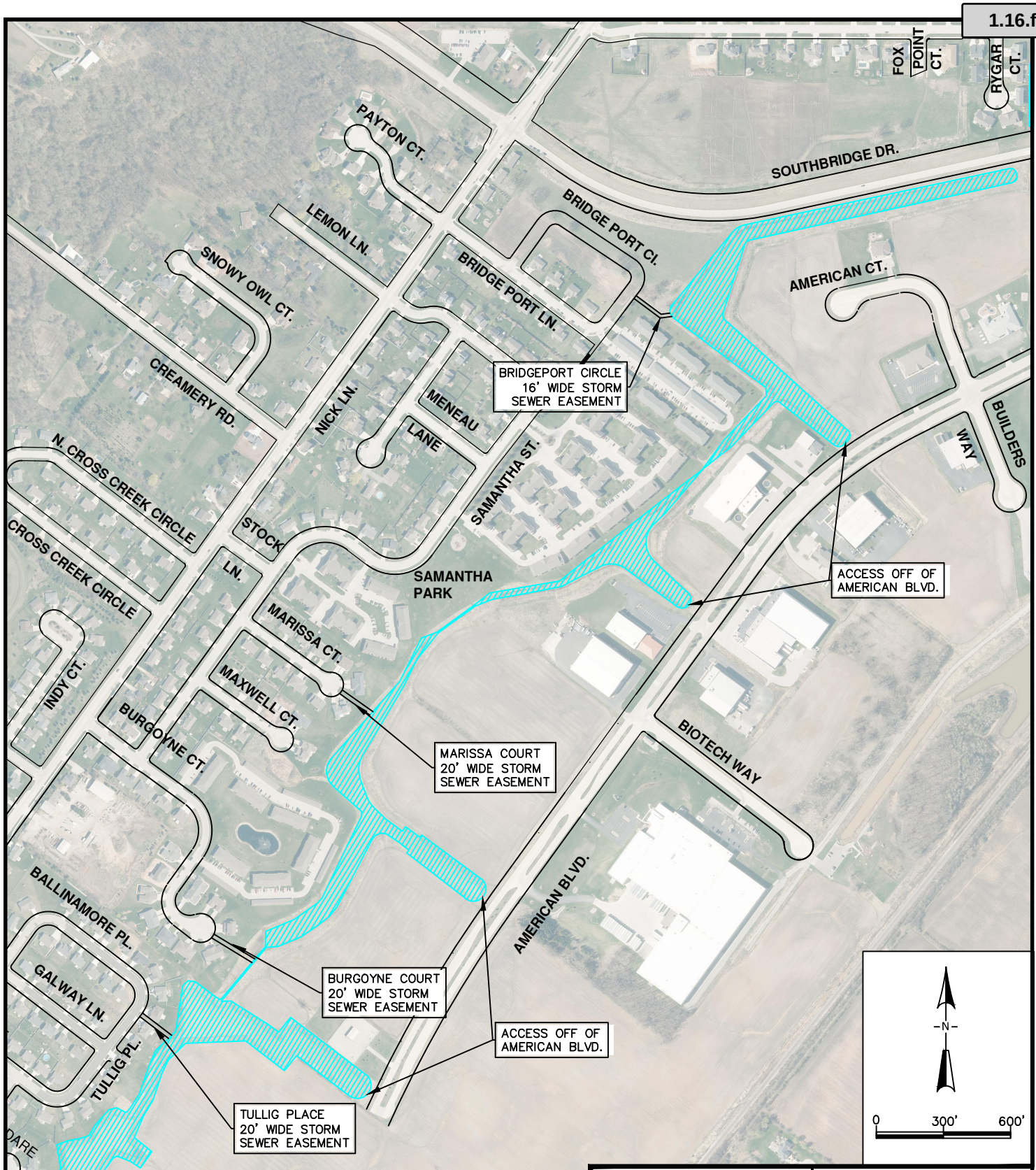
Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Item #	Description	Unit	Quantity	Total
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Fall-01	SW Business Park Pond System	ACRES	29.2	$
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Spring-03	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	$
Spring-04	Killarny Pond	ACRES	3.4	$
			PROPOSAL TOTAL	$

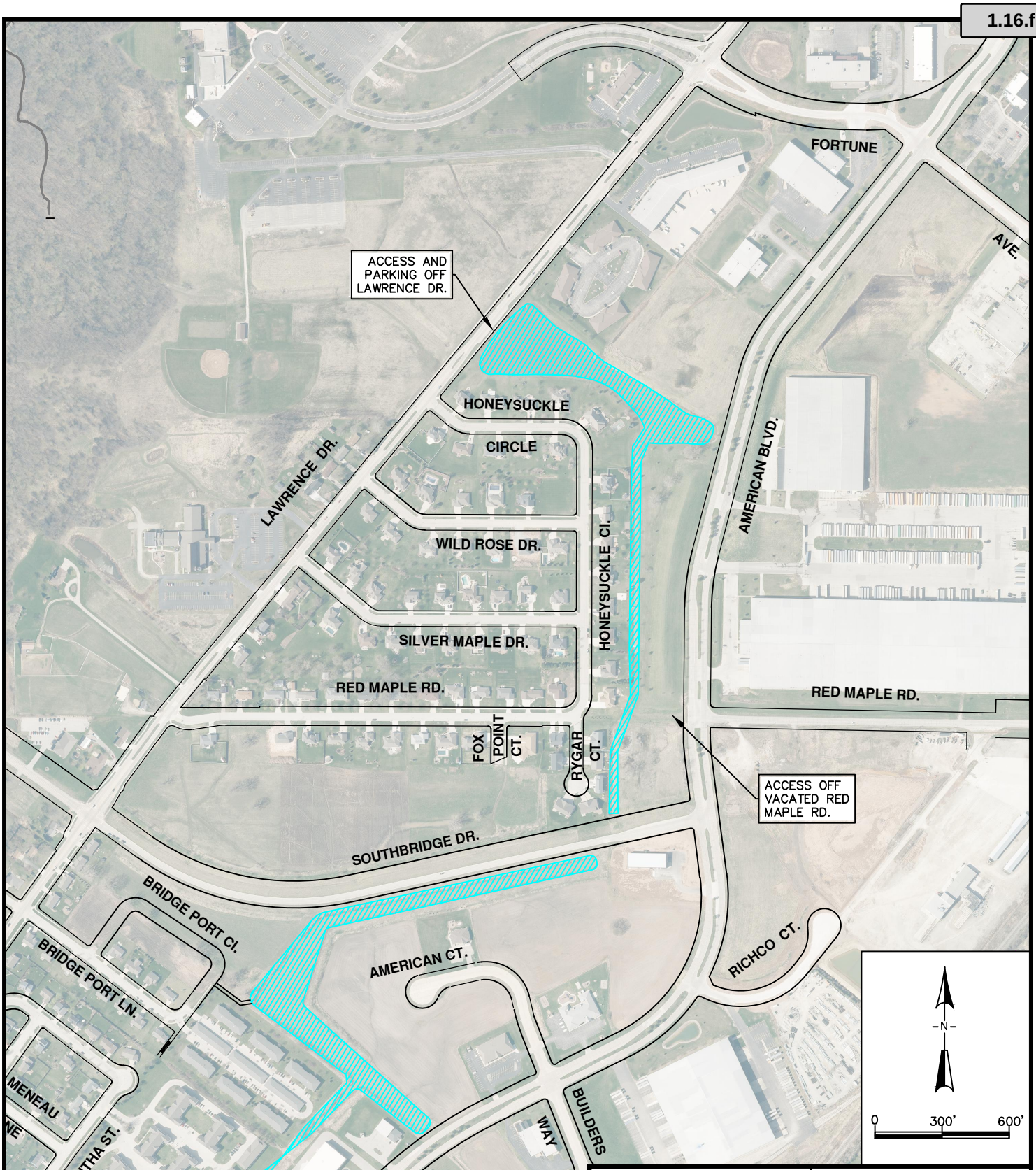


DE PERE
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OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #1
SW BUSINESS PARK
POND SYSTEM
ACRES 29.2

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



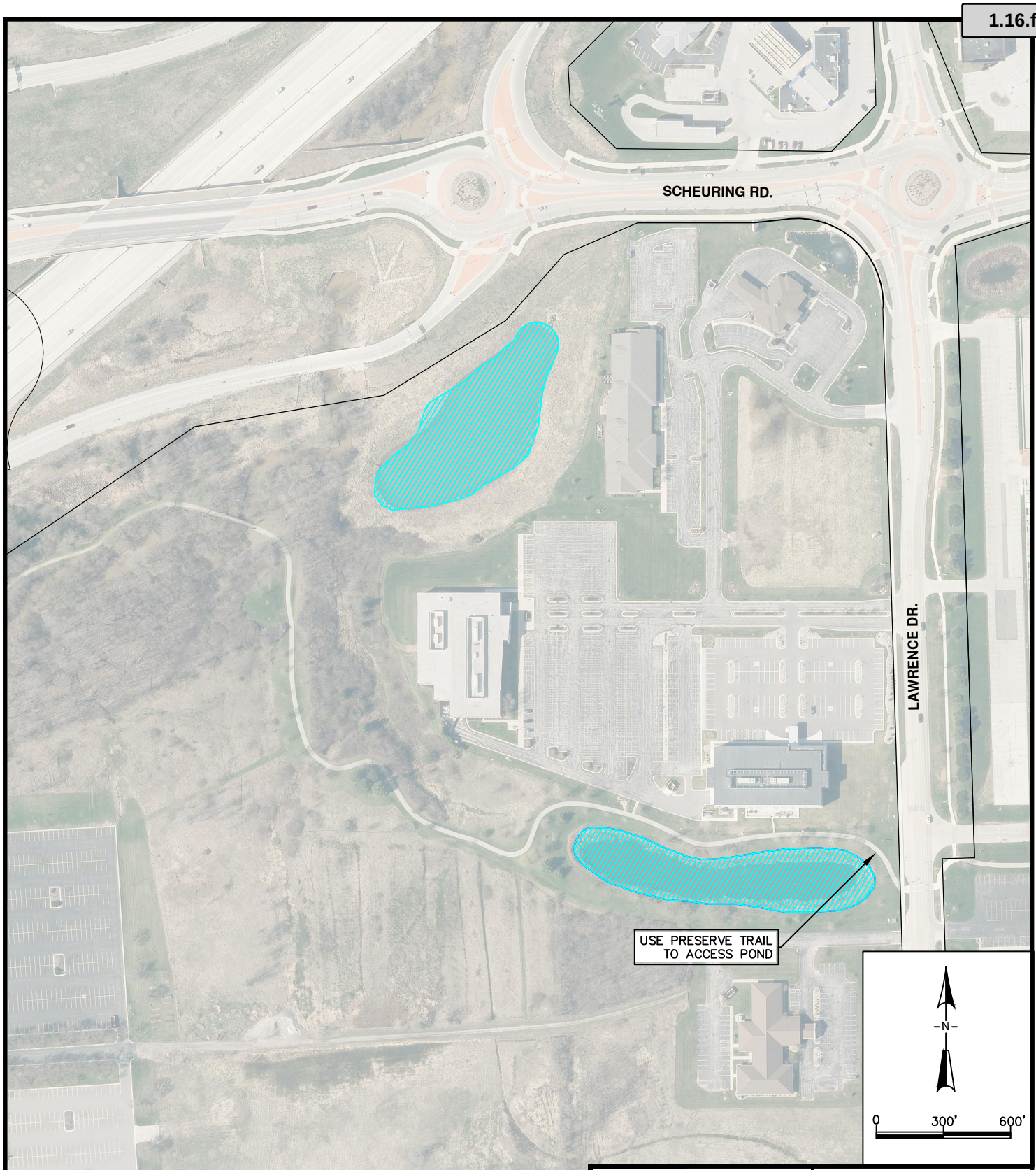
DE PERE

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EXHIBIT #2
HONEYSUCKLE POND
ACRES 8.4

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

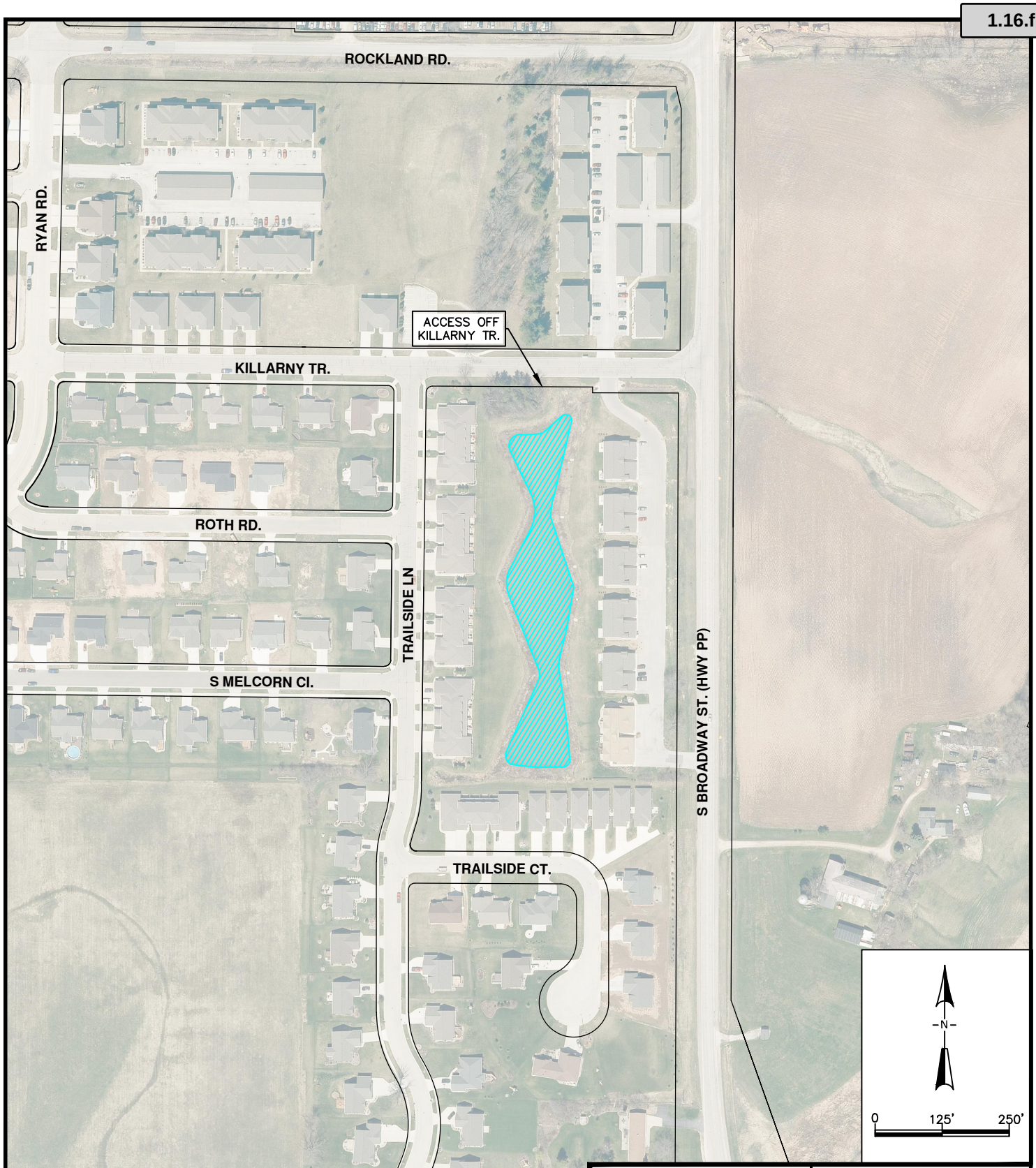


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EXHIBIT #3
EXIT 161 HWY 41 –
SCHEURING POND
ACRES 2.6

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



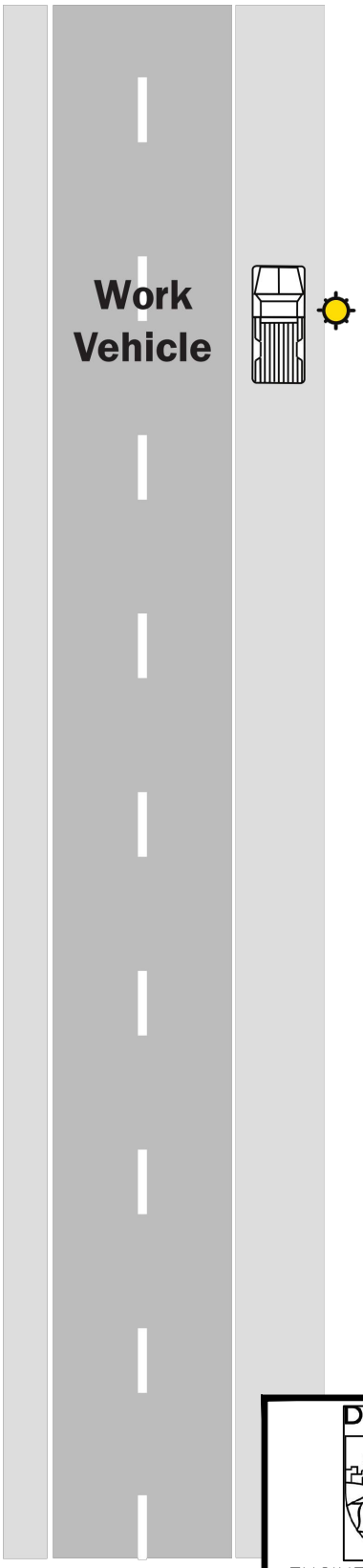
DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #4
KILLARNY TRAIL POND
ACRES 3.4

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

1. The Work Vehicle should be pulled over as far off the roadway as possible, and shall display and operate a 360-degree flashing beacon.



DE PERE
ENGINEERING DIVISION
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OFFICE 920–339–4061
FAX 920–339–4071

EXHIBIT #5
WORK VEHICLE PARKED ON SHOULDER

PROJECT: 22–21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____(CONSULTANT NAME)_____
(Project Name)

THIS AGREEMENT made and entered into this ___ day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ _____("Consultant").

WITNESSETH

WHEREAS, the City is in need of_____(project description)_____ _____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

SAMPLE

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in 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.

SAMPLE

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. 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.

VIII. TIME FOR COMPLETION

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

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of 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.

X. RESPONSIBILITY OF CONSULTANT

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

XI. 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

SAMPLE

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.

XII. 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.

XIII. 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,

SAMPLE

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.

XIV. SUBCONTRACTS

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

XV. 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.

XVI. 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.

XVII. 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.

XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be

SAMPLE

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. 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 XIX.

XIX. 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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. 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.

SAMPLE

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXI. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME) CITY OF DE PERE, WISCONSIN

By: _____ By: _____
Name: _____ James G. Boyd, Mayor

By: _____ By: _____
Name: _____ Carey E. Danen, City Clerk

J:\Law\Agreements\Consultant Agreement Template1-5-22.docx

SAMPLE

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-67 Authorizing Agreement for Contractor Services Between the City of De Pere and Merjent, Inc. (Phragmites Mitigation).**

The Board of Public Works at the July 11, 2022 meeting approved the Request for Proposal from Merjent, Inc. for Phragmites Mitigation Services in the amount of $3,930 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-67 (PDF)
- Merjent, Inc.(Phragmites Mitigation)7-14-22 (PDF)
- Exhibit A-Merjent, Inc. (PDF)
- Exhibit B-Merjent, Inc. (PDF)
- 2022 0711 CI_BOPW_Phragmites Mitigation Award (PDF)
- Merjent 2022 Phragmites Mitiation Proposal (PDF)
- 2022 0627 CE_2022_De_Pere_Phragmites_Mitigation (PDF)
- 2022 0627 Phragmites_Mitigation_Consultant_List (PDF)

RESOLUTION #22-67

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND MERJENT, INC.
(Phragmites Mitigation)

WHEREAS, the City is in need of retaining services to control invasive phragmites within City-owned properties and stormwater management facilities, in addition to Canadian National Railroad right-of-way; and

WHEREAS, Merrjent, Inc. has available and offers to provide personnel and equipment necessary to accomplish the phragmites mitigation services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; 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 authorized and directed to enter into an Agreement for Contractor Services Between the City of De Pere and Merjent, Inc. 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 further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of July, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 07/11/2022

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND MERJENT, INC.
(Phragmites Mitigation)

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 Merjent, Inc., a foreign corporation authorized to business in Wisconsin ("Contractor").

WITNESSETH

WHEREAS, the City is in need of services to control invasive phragmites within City-owned properties and stormwater management facilities, in addition to Canadian National Railroad ("CNR") right-of-way to protect the ecological health of the stormwater facilities and native vegetation; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish trapping services within the required timeframe.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT AND SCOPE OF CONTRACTOR SERVICES

The project is for phragmites mitigation at locations designated by City staff and Contractor agrees to perform those services as described in City's Request for Proposals attached hereto and incorporated as Exhibit A and Contractor's Proposal thereto attached as Exhibit B. Contractor shall be required to call or meet at least once per day with City staff to report job progress and receive new job assignments, while work is in progress.

No standard terms or conditions 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, 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. CITY OBLIGATIONS

City agrees to coordinate a kick-off meeting to review treatment locations and the scope of work and will provide electronic maps and GPS coordinates of identified phragmites locations, staking and flagging of treatment locations, as well as mechanical trimming of phragmites to allow for site access, with a two-week advance notice from Contractor.

Additionally, City will complete all notification to affected residents, businesses and CNR. Additional costs associated with working on CNR right-of-way will be paid for by City.

III. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall complete its work during the summer dry season and conclude by September 30, 2022, 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.

IV. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as provided in Exhibit B. Services shall be billed in a lump sum at the conclusion of the work. 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.

V. 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 $2,000,000.

2. Automobile Liability

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

VI. 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.

VII. 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 persons and firms performing subcontract work.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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	Merjent, Inc.
Attn: City Administrator	Attn: Zachary J. Loftus
335 South Broadway Street	126 North Speedway Lane, Building E
De Pere, WI 54115	Kaukauna, WI 54130

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

MERJENT, INC.

By: _____
Zachary J. Loftus, Project Manager

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2022\Contractor\Merjent, Inc.(Phragmites Mitigation)7-14-22.docx

REQUEST FOR PROPOSALS
FOR
2022 PHRAGMITES MITIGATION

The City of De Pere would like to invite your firm to submit a proposal to complete phragmites mitigation within City-owned properties and stormwater management facilities.

Your proposal shall be submitted to Eric Rakers, City Engineer, by Wednesday, July 6 at 1:00 PM CDT. Proposals shall be submitted via email at erakers@deperewi.gov. All submitted proposals shall include the following:

1. A statement regarding the contractor's capacity to perform the work, including
   a. The number of people on the herbicide treatment team and their roles.
   b. The range of phragmites populations treated in a typical workday.
2. Indicate any services to be provided by subconsultants.
3. Wisconsin DATCP Commercial Pesticide Applicator certification and license number of the individuals responsible for treatment, chemical storage, transport, and application.
4. Relevant experience and two references for similar work completed.

GENERAL INFORMATION:

City of De Pere is seeking qualified contractors for services to control invasive phragmites within City-owned properties and stormwater management facilities and Canadian National Railroad right-of-way behind Terry lane. Phragmites (Common Reed Grass, *Phragmites australis*) is a non-native variety of phragmites and is threating the ecological health of the City's stormwater facilities by displacing native vegetation.

The objective of this RFP is to chemically treat phragmites at locations identified by City staff using a combination of glyphosate and imazapyr. Application rates are further outlined in the scope of work. Within the past year, the City has mechanically cut phragmites to provide access for chemical treatment.

SCOPE OF WORK:

The chosen firm will be tasked in completing phragmites mitigation at locations designated by City staff. The majority of the correspondence and review will be completed via email and by phone with Eric Rakers, City Engineer. The treatment locations identified as part of this RFP are as follows:

1. Killarny Pond (Parcel #: ED-2807).
2. Drainage Ditch at 2184 Trailside Lane. Ditch is south of S. Melcorn Circle and west of Trailside Lane in the rear easement of Parcel #: ED-2804.

3. Pecatonica Pond outfall from the storm water detention pond to the East River. 798 Pecatonica Court (Parcel #: ED-2504). This ditch spans multiple parcels.
4. Rear drainage easement along Terry Lane on the Canadian National Railroad right-of-way. Starts at 2020-2022 Terry Lane (Parcel #: WD-758-103) and works south to 1110 Terry Lane (Parcel #: WD-D0079-2).
5. 2191 American Boulevard (Parcel #: WD-L176) along the City's rail spur.
6. 2010 Venture Avenue (Parcel #: WD-1049-2) along the City's rail spur.

Meetings

Prior to work start, the City will hold a kickoff meeting to review the phragmites treatment locations and the scope of the RFP with the consultant. All subconsultants shall be present for this meeting.

Chemical Treatment Preparation

The City has identified the following items requiring preparation in advance of the phragmites mitigation:

1. Identification of treatment date(s).
2. A brief description of the proposed phragmites treatment approaches including the proposed equipment to be used.
3. Submittal of material data safety sheets (MSDS) for both glyphosate and imazapyr including manufacturer's application and mixing directions.
4. Submittal of completion of flagger training requirements for work along the Canadian National (CN) railroad right-of-way.

Chemical Treatment

Treatment of phragmites shall be a combination of glyphosate and imazapyr applied after plants are in full bloom in late summer. The herbicide rate shall be three pints of glyphosate and three pints of imazapyr per acre.

The following tasks summarize the scope of work to be completed by the contractor:

1. Treat targeted species in the outlined areas of De Pere according to maps and data provided by the City. Locations identified are also subject to consultant's discretion, within the period specified in this request or as otherwise agreed upon by the selected contractor and the City.
2. Oversee and manage all herbicide application and other treatment efforts in cooperation with the City.
3. Provide notice to and coordination with De Pere prior to treatments.

4. Implement effective control treatment for Phragmites (Common Reed Grass, *Phragmites australis*) using established best management practices and in compliance with all label instructions and all applicable federal, state, and local regulations.
5. Follow the certification, licensing, and permit requirements as required by Wisconsin Administrative Code and administered by the Wisconsin Department of Natural Resources; the Wisconsin Department of Agricultural, Trade, and Consumer Protection for herbicide applicators; and local permitting requirements as necessary.
6. Follow the required reporting and recordkeeping obligations by tracking and submitting the location and type of invasive species treated for each population, including the date and method of treatment.

The consultant will call or meet at least once a day with the City to report job progress and receive new job assignments while work on this proposal is in progress.

SCHEDULING:

The City anticipates taking proposals to the Board of Public Works and Common Council on July 11 and July 19, 2022 for consideration and approval. Chemical treatment of phragmites is planned to take place during the summer dry season and completed by September 30, 2022.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

FEE:

The proposed fee schedule shall be submitted on the attached form. The hours listed on the attached fee schedule are estimated and will be paid by actual hours completed. A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

DELIVERABLES:

The deliverables for the phragmites mitigation project include the following:

1. Herbicide certification/licensing. Any applicator applying herbicides in a situation that requires certification or licensing by the Wisconsin Department of Agriculture, Trade, and Consumer Protection, according to Wisconsin Statutes and Wisconsin Administrative codes, must provide City of De Pere with a copy of its certification and/or license prior to field application.
2. Permit and treatment records. When a permit is required under Wisconsin Administrative Code, the contractor is responsible for completion and submittal of such permit.
3. Time and materials records. Records for work implemented under this project must be documented in an invoice or similar format. The records shall include the following information, as appropriate: name of contractor performing the work, appropriate professional titles and certifications, name of this project, dates and description of work, cost of equipment/supplies, and hours logged by date and multiplied by per hour rate.
4. Recommendations of future phragmites treatment measures that the City should undertake in the future.

ADDITIONAL INFORMATION:

The City will provide the following to the consultant for the phragmites mitigation project:

1. Electronic maps of the phragmites treatment locations in either ArcGIS or AutoCAD format.
2. GPS coordinates of identified phragmites locations.
3. Staking and flagging of treatment locations and site square yardages.
4. Mechanical trimming of phragmites to allow for site access at locations identified by the consultant in advance of the treatment date. The City will require a minimum two week notice to mechanically trim for site access.

Additionally, the city will complete all notification to affected residents, businesses and the Canadian National Railroad prior to the treatment date. Additional costs for working on Canadian National Railroad right-of-way will be paid for by the City. These costs may include permit fees, flaggers, and/or consultant staff training.

A sample consultant agreement is attached.

PROPOSED FEE SCHEDULE:

Company Name: _____

Company Address Line 1: _____

Company Address Line 2: _____

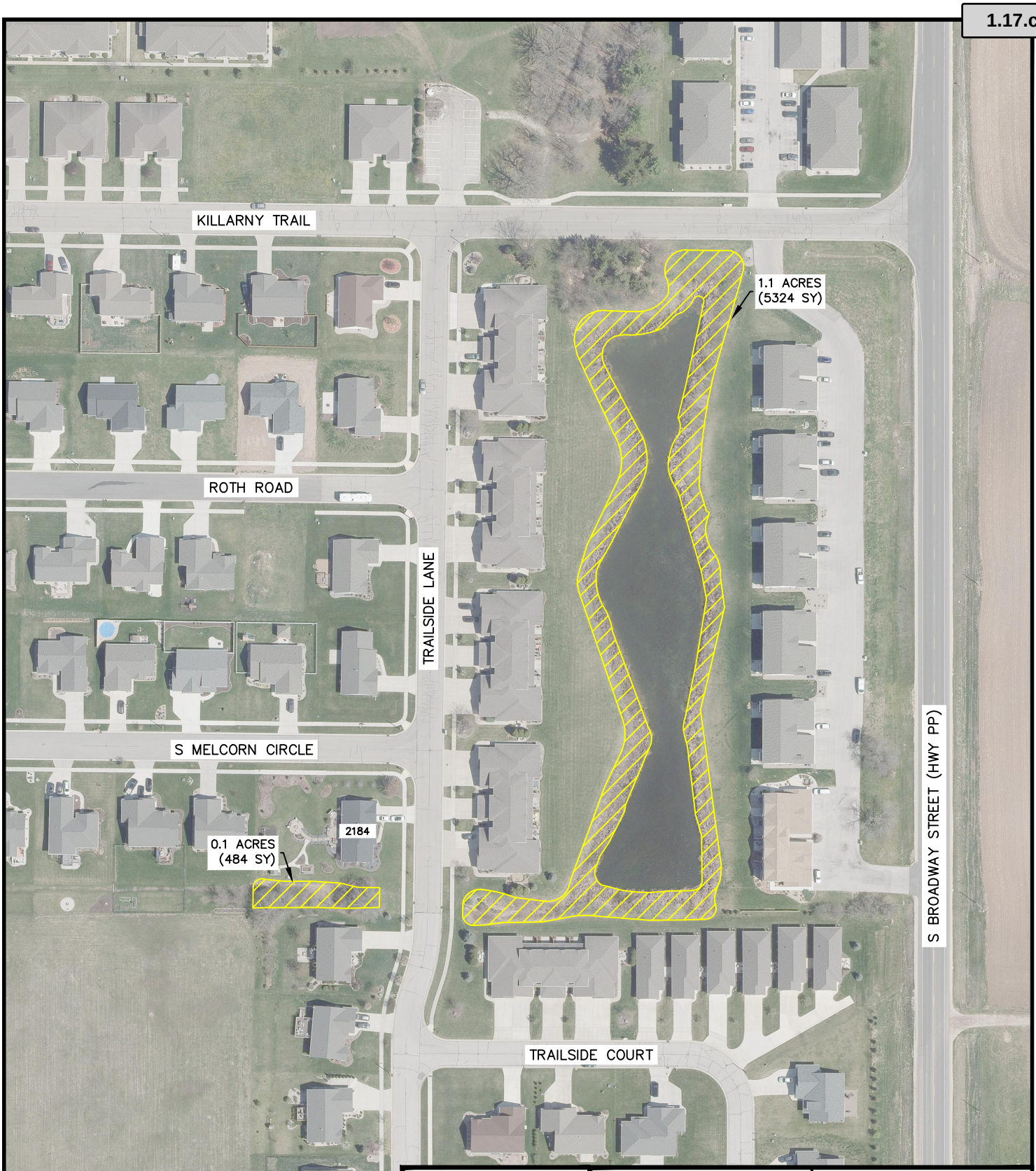
Company Representative: _____

Signature: _____

Fee (Total): _____

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

Item #	Description	Unit	Quantity	Unit Price	Total
A	Kickoff Meeting	LS	1	$	$
B	Glyphosate	GAL	2	$	$
C	Imazapyr	GAL	2	$	$
D	Herbicide Application	SY	23,250	$	$
E	Herbicide Treatment Records	LS	1	$	$
				PROPOSAL TOTAL	$



N

0 75' 150'

Exhibit A

DE PERE

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

LOCATION: #1 & #2

KILLARNY POND & 2184 TRAILSIDE DRAINAGE DITCH

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



DE PERE

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

LOCATION: #3

PECATONICA POND OUTFALL

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



N

0 100' 200'

Exhibit A

DE PERE

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

LOCATION: #4

TERRY LANE DRAINAGE EASEMENT

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



N

0 125' 250'

Exhibit A

DE PERE

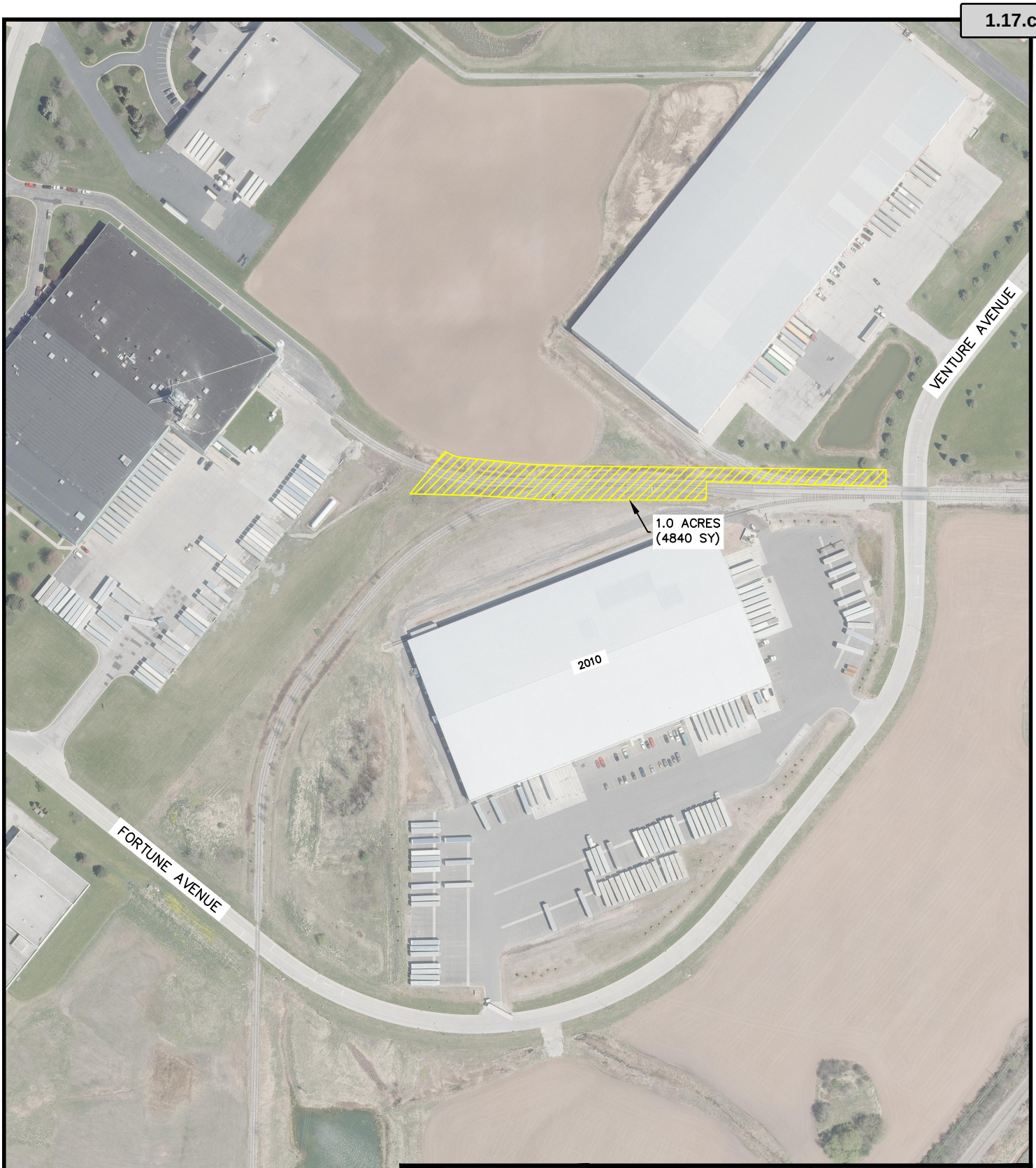
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

LOCATION: #5

2191 AMERICAN BOULEVARD

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



N

0 125' 250'

Exhibit A

DE PERE

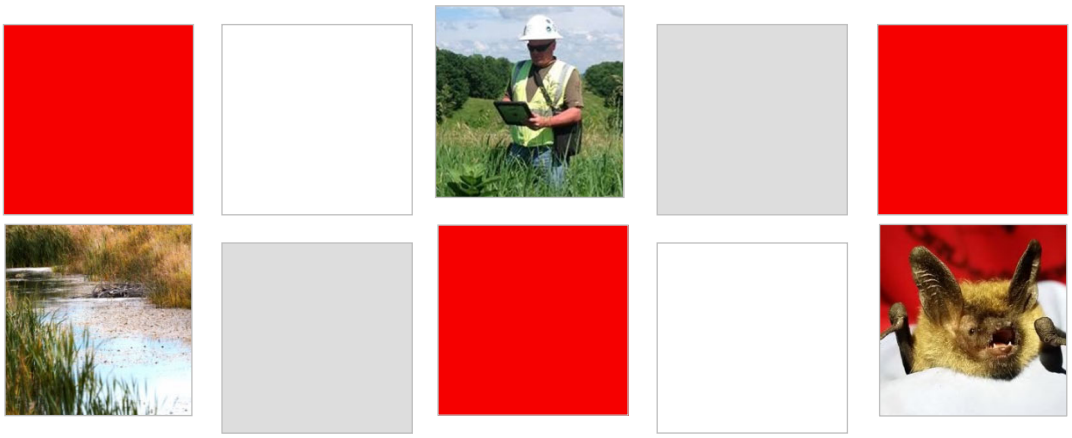
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

LOCATION: #6

2010 VENTURE AVENUE

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



City of De Pere
Public Works- Engineering Department

Non-Native Phragmites Control

PRESENTED BY MERJENT, INC.
July 1, 2022

merjent

TABLE OF CONTENTS

CONFIDENTIALITY NOTICE II
INTRODUCTION 1
PROJECT TEAM QUALIFICATIONS AND HISTORY 1
Merjent 1
Nutrien Solutions 1
MERJENT SAFETY PROGRAM 2
PROJECT STAFF QUALIFICATIONS 3
Project Management 3
Vegetation Management Team 4
STATE HERBICIDE CERTIFICATIONS 5
MERJENT STAFF PROJECT EXPEREICNE AND REFERENCES 6
Project Experience 6
References 8
SITE KNOWLEDGE 8
PROJECT APPROACH 9
SCHEDULE 12
Treatment Window 12
TREATMENT EFFICIENTCY 12
ACREAGE TREATED 12
COST PROPOSAL 13

APPENDICES

Appendix A Resumes

Appendix B Proposed Fee Schedule

CONFIDENTIALITY NOTICE

The information contained in this proposal is intended solely for the use of City of De Pere Public Works-Engineering Department in evaluating the ability of Merjent, Inc. to effectively and economically complete the proposed work for non-native phragmites control. The information in this proposal shall not be used for other purposes and shall not be duplicated or disclosed outside of the City of De Pere Public Works-Engineering Department.

INTRODUCTION

Merjent, Inc. (Merjent) appreciates the opportunity to present the City of De Pere Public Works-Engineering Department with this proposal for non-native phragmites control, as described in Request for Proposal (RFP) dated June 2022.

We appreciate the opportunity to propose on this project and our team stands ready to perform the work described in this proposal.

PROJECT TEAM QUALIFICATIONS AND HISTORY

Merjent

With offices in Kaukauna, Wisconsin and Minneapolis, Minnesota, Merjent is a full-service environmental firm with a long history serving the energy industry. We offer a wide range of services to clients in the oil and gas, biofuels, electric power generation and transmission, wind and solar energy, and transportation sectors; and we support government agencies and municipalities across the United States. We specialize in environmental permitting, surveys, inspection, compliance management, and ecological restoration with over 130 full-time employees with variable levels of dedicated field staff to support the demands of client and field service needs. Our team offers a full spectrum of environmental consulting, restoration, health and safety, and stakeholder engagement services.

Merjent's ecological restoration division, based out of Kaukauna, Wisconsin, contains an experienced ecological restoration team that has been providing innovative and sustainable solutions to challenging environmental issues for decades. With multiple leaders in the industry, project managers with over 10 years of experience, and experienced, educated, and motivated field staff, Merjent is positioned well to take on this project for the City of De Pere and give a fresh perspective to restoration work on their project sites. We provide a full range of ecological consulting and restoration services, with expertise in an extensive range of ecosystems and project types including wetland, prairie, savanna, woodland, lake and stream enhancement, shoreline stabilization, native landscaping, alternative stormwater management systems and detention basins, bioswales, raingardens.

Nutrien Solutions

Nutrien Solutions is a go-to vendor of Merjent's as a chemical product supplier and consultant for all things related to vegetation management. That includes projects involving forestry, turf and ornamental, vegetation management, invasive species, utility rights-of-way, and aquatic management. Beyond simply supplying product, their services include:

- Application Training
- Equipment Calibration
- Treatment and Product Performance Evaluation
- Site Assessments and Recommendations
- Invasive Species and Vegetation Management Plans/Control Prescriptions
- Product Testing/Monitoring
- Returnable/Refillable Container Program

Products anticipated for purchase to be used on this project include herbicide, surfactants, and dye. Additionally, consulting services will be used to help Merjent develop the most cost-effective approach to target species by selecting the best product for each scenario and target species to obtain the most effective control.

MERJENT SAFETY PROGRAM

Merjent values the safety and health of its employees above all else. A safety culture has been developed through senior leadership commitment, workforce engagement, and accountability at all levels. Managing risk is a responsibility of all staff and is administered through contract management, insurance, subcontractor management, and safety programs and policies. Merjent's safety performance is driven by more than just compliance. The adoption of industry best practices has enabled Merjent to achieve world-class safety performance.

Safety Officer

Merjent's Health and Safety Officer will be placed on the project to assist in promoting a safe working environment through the provision of regular safety talks, development of project-specific health and safety plan (HASP), regular safety assessments, and other activities as required.

On-Site Safety Plan

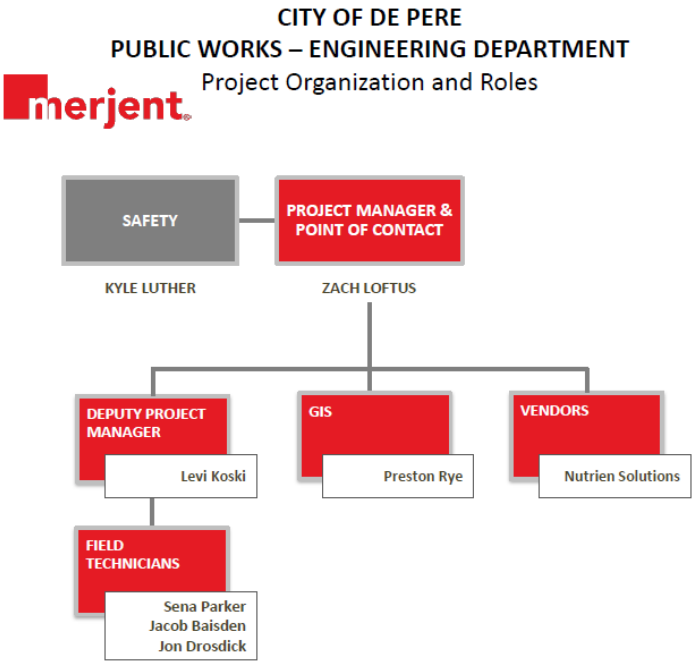
Merjent operates by having a field superintendent as the primary point person for safety on the project site. This includes developing a project-specific HASP prior to anyone being deployed in the field. This procedure documents the potential hazards of the particular job. A daily field level hazard assessment is then reviewed and signed by all team members, which outlines hazards and determines the level of appropriate Personal Protective Equipment (PPE) for the day.

General Personal Protection Equipment

PPE is supplied, maintained, and worn by all Merjent employees at all times while on a jobsite. Basic PPE includes high visibility shirt/vest, hardhats, boots, gloves, and safety glasses. Certain tasks like chainsaw work require more PPE such as chaps and face shields. PPE is inspected daily by staff and replaced when deemed compromised.

PROJECT STAFF QUALIFICATIONS

Merjent has assembled a team of experienced professionals ready to implement non-native phragmites control throughout the City of De Pere.



Project Management

To provide the highest quality of service and communication, Zach Loftus of Merjent will serve as Project Manager. Zach will be the primary point of contact for all correspondence and will serve as the Merjent point person for all activities, providing an efficient, streamlined communication channel. Zach is a Senior Project Manager responsible for managing ecological restoration projects and assist in the operations of Merjent's restoration program. Zach has over 12+ years of experience in the vegetation management industry throughout the Midwest and brings his ecological restoration and program management background to improve efficiency and assist with business development and program growth. Zach's responsibilities include project estimating and review; proposal and contract generation; scheduling, coordination, and planning; recruiting and staffing; equipment/fleet management, budgeting, and forecasting. Zach also designs, implements, and manages ecological restoration projects that involve native seed and plant installation/establishment, invasive species control, wetland mitigation, stream stabilization, remediation, and project monitoring. He regularly collaborates with local and regional teams to plan both short and long-term resource management activities, including field crew and equipment logistics.

Vegetation Management Team

Merjent has a full-service restoration team based in Kaukauna, Wisconsin. As shown above, Levi Koski will serve as Deputy Project Manager and will handle the day-to-day operations and project management involved under this project. Below are short bios on key team members. Appendix A contains full resumes of the key team members listed below.



Levi Koski, Deputy Project Manager. Levi is an Ecological Restoration Ecologist with 11 years of professional experience in the natural resources' fields of fisheries, wildlife, forestry, endangered resources, and restoration in both the public and private sectors. Levi specializes in wildlife habitat establishment and management, as well as ecological restoration including prescribed burning, invasive species management, and plant propagation, and sustainable forestry management with experience in timber cruising and marking and Managed Forest Law plan reviews. Levi has expert experience in the field of prescribed burning, maintains burn boss certifications and is a U.S Department of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) Prescribed Fire Practitioner. His expertise includes wetland mitigation planning and monitoring, ecological consulting services, ecological implementation services, and habitat management services.

As deputy project manager, Levi will assist Zach with scheduling, coordination, and planning including daily field crew coordination, routing, client correspondence, progress tracking, quality assurance, and reporting.

Field Technicians. Merjent routinely employs seasonal field technicians to assist in the implementation of field work required for ecological restoration management. Merjent field crews are educated and have experience in native seeding, native planting, invasive species management, and erosion control. All staff are required to obtain proper herbicide certifications prior to their hire date and upon hire, display their native and invasive plant identification skills prior to going out into the field. Merjent field technicians typically have 1 to 3 years of field experience in natural area management and are either completing schoolwork or have recently graduated from an environmental degree program.

Preston Rye, GIS Analyst. Preston Rye is a GIS Analyst with over four years of experience in environmental consulting, focusing on utility, transportation, and government clients. His expertise includes developing maps and performing spatial analysis for permitting and other client needs; creating and/or managing project data; publishing and hosting ArcGIS Online services and applications; training staff on the use of Esri software; and supporting field staff by setting up survey maps and processing field data. Mr. Rye has worked on electric/gas transmission, solar, and wetland delineation projects throughout the U.S.

Preston will serve as the Lead GIS staff on the project to coordinate and assist with map and data base development and maintenance.

Kyle Luther, Senior Analyst (Merjent). Kyle Luther is Merjent's Vice President of Safety with over 10 years of experience specializing in field safety. Kyle is also a Senior Environmental Analyst specializing in

environmental field surveys, reporting, permitting, and project management in the Midwest for a variety of clients. Kyle represents his clients by providing safety plans, wetland delineations, vegetation surveys, hydrology monitoring, and erosion control monitoring. He conducts desktop reviews prior to fieldwork and prepares technical reports following field investigations. Kyle's ecological restoration background consists of safety coordination, management plans, native seeding, prescribed burning, and invasive species control on several prairie, wetland, and woodland restoration sites.

With Kyle's extensive background and experience in both safety and ecological restoration techniques, he will serve as a technical specialist and safety lead on this project and provide support to both the field staff and the City of De Pere as needed.

STATE HERBICIDE CERTIFICATIONS

Below, please find Merjent's Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) business and individual applicator herbicide license information. Business and individual applicator licenses are renewed annually, and applicators are re-tested for certification virtually (annually) or in-person (every 5 years), dependent on the current COVID-19 situation. Additionally, all field supervisor, equipment operators, and field technicians are required to obtain proper certification as a contingency of their hire. With that, if Merjent assigns or schedules applicators not listed below, certification and license numbers will be provided prior to any applications.

Wisconsin Commercial Pesticide Application Business License

- 93-027117-023555

Individual Commercial Applicator for Hire License

- Zachary Loftus – 323186
  - Category 5.0 and 6.0
- Levi Koski – 314990
  - Category 5.0 and 6.0
- Kyle Luther – 254898
  - Category 2.0 and 5.0
- Sena Parker– 509698
  - Category 5.0 and 6.0
- Jon Drosdick – 499793
  - Category 5.0 and 6.0
- Jacob Baisden – 500673
  - Category 5.0, and 6.0

MERJENT STAFF PROJECT EXPEREICNE AND REFERENCES

Merjent staff have successfully completed multiple projects similar to this project including scope, scale, terrain, and complexity throughout Wisconsin. As a group, we have annually complete thousands of acres of invasive species control across the state through targeted herbicide applications using a variety of herbicides, specifically timed to ensure the most effective treatment is completed, resulting in as minimal off-target damage as possible. We have custom built numerous pieces of equipment to allow us to access difficult and sensitive areas with little to no impact, and always utilize the best piece of equipment for each scenario we run into in an effort to complete the project in the most efficient and safe way possible.

Project Experience

Storm Water Pond Facility Maintenance-City of Green Bay (10 ponds), Village of Bellevue (13 ponds), Village of Howard (8 ponds), City of Oshkosh (12 ponds)

Project work included upland and emergent zone vegetation management. Tasks included consultation, design, species selection, seeding and live plugging, erosion control, planting maintenance, mowing, prescribed burning, invasive species management and monthly routine facility inspection reports.

Door County Soil and Water Department – Door County Invasive Species Control, Door County, WI

Project work included the herbicide treatment of wild parsnip and Japanese knotweed, and non-native phragmites totaling approximate 5.25 acres and 5 years of treatment of non-native phragmites on 453 acres across the entire county of Door in northeast Wisconsin. The project included public and private lands and along the lake shore. Equipment included backpack sprayers, UTV sprayer, and boats.

Bay Lakes Regional Planning Commission – Kewaunee County Invasive Species Control, Kewaunee County, WI

Project work included the herbicide treatment of wild parsnip, Japanese knotweed, and non-native phragmites totaling approximate 250 acres across the entire county of Kewaunee in northeast Wisconsin. The project included public and private lands and along two river systems. Equipment included backpack sprayers, UTV sprayer, boat, and marshmaster.

University of Wisconsin-Green Bay – Toft Point State Natural Area- Baileys Harbor, WI

Project work included herbicide treatment of reed canary grass and non-native phragmites along Lake Michigan shoreline and within associated wetland communities. Methods included backpack spraying and cut stem applications as well documentation through treatment mapping.

Wisconsin Department of Natural Resource (WDNR) Natural Heritage Conservation (NHC) – State Natural Areas throughout Door County, WI

Project work included herbicide treatment of reed canary grass and non-native phragmites along Lake Michigan shoreline and multiple state natural areas. Methods included backpack spraying and cut stem applications as well treatment mapping. Additional work included cut stem treatment of woody invasive species on over 200 acres within Shivering Sands Preserve and Coffee Swamp State Natural Area (SNA), Door County, WI.

The Nature Conservancy (TNC) – Multiple sites throughout Door County, WI

Project work included herbicide treatments of non-native phragmites ad non-native cattail in the Mink River Estuary State Natural Area, Rowleys Bay, WI. Methods included spraying via boat, marshmaster, booms, skid sprayers, and backpack sprayers, as well as cut stem applications along Lake Michigan shoreline in *Iris lacustris* concern areas. Additional work included cut stem treatments of multiple woody invasive species within the Mink River Estuary SNA, Shivering Sands Preserve and Dunes Lake, Door County, WI.

Additional project work includes treatments of reed canary grass within the Piel Creek/Kangaroo Lake site and non-native cattail treatments within the Dunes Lake site.

U.S. Fish and Wildlife Service – St. Martin Island, MI & Plum Island, WI

Project work on St. Martin Island included herbicide treatment of reed canary grass, non-native phragmites and purple loosestrife along Lake Michigan shoreline. Methods included backpack spraying and treatment mapping. Project work on Plum Island included herbicide application site prep for pollinator planting as well as herbicide treatment of reed canary grass and non-native phragmites. Methods included booms spraying, backpack spraying and hand wicking in *Iris lacustris* concern areas.

Wisconsin Department of Natural Resource (WDNR) NHC – State Natural Areas throughout northeast Wisconsin

Project work included herbicide treatment of non-native phragmites and non-native cattail within six State Natural Areas along the shores of Lake Michigan from Marinette, WI to Green Bay, WI. Treatments were also completed along the shorelines of the Peshtigo River. Field crews covered and treated over 500 acres of phragmites populations through a combination of foliar broadcast and spot spray applications using a range of equipment from boats, marshmaster, tracked UTV's, and backpack sprayers.

Wisconsin Department of Transportation (WisDOT) – Statewide

Project work included 100's of acres of statewide non-native phragmites control within the right-of-way (ROW), 100's of acres of statewide remnant prairie management within the ROW, and 1,000's of acres of wetland mitigation bank management statewide. Tasks included invasive species management, herbicide, mowing, prescribed burning, mapping, and monitoring. Species treated included Wild Parsnip and Japanese Knotweed.

Ho-Chunk Nation - Shawano and Jackson County, WI

Project work included management on select high-quality natural areas on Ho-Chunk Nation properties located in Jackson and Shawano Counties, totaling nearly 400 acres targeting herbaceous invasive species in the growing season through foliar spot treatments, and targeting woody invasive species in the non-growing season through basal bark treatments. Field crews mapped populations as treatments using ArcGIS Online, which the collected data was used for tracking, reporting, and future adaptive management planning to ensure the success of each site.

References

University of Wisconsin-Green Bay
Contact: Andrew LaPlant
Phone: (920) 327-9618
Email: Laplanta@usgb.edu

Wisconsin Department of Natural Resources
Contact: Jake Koebernik
Phone: (920) 360-3139
Email: Jacob.Koebernik@wisconsin.gov

Door County Soil & Water Department
Contact: Samantha Koyen
Phone: (920) 360-3139
Email: skoyen@co.door.wi.us

The Nature Conservancy
Contact: Kari Hagenow
Phone: (920) 333-1754
Email: KHagenow@tnc.org

Ho-Chunk Nation
Contact: Randy Poelma
Phone: (715) 299-2901
Email: randy.poelma@ho-chunk.com

NOTE: Additional project experience/examples are shown under resumes in Appendix A.

SITE KNOWLEDGE

Prior to implementing management on any site, Merjent takes the time to complete preliminary research. Merjent staff have reviewed the sites in person to understand the location, environment, current vegetative condition, plant community, special concerns, access, etc. Fully understanding the site and its use along with its current vegetative quality is key to developing a treatment strategy and plan that will be successful come implementation. Merjent staff have a wealth of professional experience working on numerous projects across a variety of plant community types throughout the state of Wisconsin including Brown County. Additionally, Merjent has thoroughly reviewed the sites via the provided maps, as well as reviewed the site in person. Staff have prior work experience nearby many of the listed sites. With this familiarity, Merjent has confidently formulated a treatment method that will yield successful results.

NOTE: Much of the criteria and information requested in this section is detailed throughout the remaining proposal.

PROJECT APPROACH

Permitting

Upon being awarded the contract, Merjent will initiate the WDNR Aquatic Plant Management Permit (APM) process. Permits will be submitted containing all required information within 2 weeks of being awarded the contract, including any public notification required. Permit treatment records will be complied and submitted within 2 weeks following the completion of treatments.

Project Documentation and Reporting

Merjent anticipates using an ArcGIS Online application loaded on the smartphones of all staff working on the project which will be used to locate, mobilize, document and track progress of the project. Shapefiles containing permitted properties and treatment populations provided by City of De Pere will be loaded onto a map dedicated to the project. Data entry attributes will be customized to fit the needs of the project along with any information required by DATCP and the Wisconsin DNR APM Permit treatment records. The following process is anticipated in regard to using this program for this project.

- The day prior to treatments, the deputy project manager will remotely plan and coordinate a treatment route for the crew on the ground using the ArcGIS map. This will include making the proper landowner notifications (if applicable), notifying the field crew on which properties they will be working on, approved access routes, herbicide solution, application method, and the equipment needed to complete the work on those properties. The project manager will also relay all the same information to the City of De Pere project manager daily.

- On the day of application, the field crews will use the map to navigate to the pre-planned property/treatment area, complete the treatment, detail any information needed for treatment records, attach a photo of the treatment area to the polygon, and change the landowner parcel from incomplete to complete (when applicable). Pending cellular service in the areas receiving treatments, all edits and additions made to the map will be updated in real time.

- At the completion of each work week, the Merjent GIS specialist will pull the data entered on the map by the field crews into a spreadsheet, which the deputy project manager will use to summarize the data to complete a treatment record form for each day. In our experience in completing projects similar to this, by attaching a spreadsheet detailing the properties which received treatments, the application type, the chemicals and quantities used, and the area of treatment to the APM Treatment Record form, a summarized per day treatment record will suffice for the WDNR APM Permit requirements. All this data can all be easily pulled and organized from the data entered in the field on the ArcGIS map and will be used for all reporting required as part of this project.

Through the use of this tool without supplemental GPS capabilities, 10 – 15 feet of accuracy is anticipated, which should be sufficient for locating and identifying mapped populations.

The use of ArcGIS Online allows for enhanced coordination and communication between the client and the contractor. If desired, access to the online treatment tracking map can be granted, which will give the City of De Pere project manager the ability to observe progress and treatment updates in real time. At the completion of the project, shapefiles of treatment areas and pdf maps will be provided to the City of De Pere.

Treatment Approach

Merjent will provide all staff, equipment, and materials for the completion of this project as stated in the RFP. Merjent anticipates using multiple herbicide application methods and equipment in the completion of these tasks. A low-volume foliar application method will be completed using backpack sprayers in low density areas, where targeted invasive species are co-mingled with native species, in effort to minimize damage to adjacent native plants. A UTV plus skid sprayer may be used in high density areas, where monocultures of target invasive species dominate. Appropriate surfactants, adjuvants, and carriers will also be used, including appropriate dyes, allowing treated areas to remain visible for multiple days after treatment. Merjent will also use all aquatic-approved formulations of herbicide in the completion of treatments on this project.

To complete the work in the most efficient and cost-effective manner, Merjent anticipates mobilizing a field crew of two staff to complete the treatments outlined under this project. By using a team of two, this will allow for one staff to communicate with the project manager, navigate during mobilizations, and complete additional documentation and project tracking while mobilizing from site to site. Field staff will be in constant communication with the project manager throughout each day of treatment, providing updates on progress and any issues they may run into along with updating the ArcGIS Online map in real time.

At the completion of treatment at each site, a customized placard/treatment sign will be installed outside of the treatment area and located at areas of access or high traffic.

Merjent plans to complete the treatment in 2 days, but a third day may be needed due to weather, i.e. if wind direction creates a risk of off site drift.

NOTE: Prior to conducting work within the railroad properties, Merjent staff will comply with first obtaining flagger training, in accordance with regulation of Canadian National, before working in the right-of-way.

Additionally, Merjent will not be utilizing subconsultants.

Project and Herbicide Safety

Merjent provides our staff with the information, tools, and proper PPE to complete a safe, effective, and compliant herbicide treatments. All herbicide applications performed by Merjent are conducted by properly licensed applicators, adhering to accepted industry standards, and in compliance to all label requirements. Safety data sheet documents are kept with all herbicide equipment. All safety protocol stated in these documents are followed. A spill kit containing absorbent material, soap, bags, paper towels, measuring cups, etc., is required for any herbicide work and is on site at all times during any application. Secondary containment is required for mixing and loading herbicide.

Prior to any field staff completing any application on any project, field crews are required to read the label and fully understand the chemical they are using and the application in which they are using it. We stress the importance of understanding the label for the applicator's safety and in an effort to protect the environment in which we are completing the application. Merjent also educates our field staff on herbicide BMP's including managing drift and minimizing off-target damage, which will be a heavy consideration based on site conditions and vegetation composition (described in more detail under *Herbicide Application Methods and Rates*).

PPE supplied ranges from safety glasses, chemical resistant gloves, long sleeve shirts, rubber knee boots, chest waders and in certain situations we have provided respirator masks and Tyvek suits. PPE is inspected daily by staff and replaced when deemed compromised.

Anticipated Equipment

Our available equipment that we anticipate use of in the completion of this project includes:

Truck's	1 X ¾ ton Ram 2500
UTV's	1 X UTV Tracked Unit
Trailer's	1 X 20 ft Equipment
UTV Implement	1 X 55-Gal Skid Sprayer
Backpack Sprayers	3-4 Gallon Sprayers
Trash Pumps	Honda Semi Trash
Water Tanks	1-275 Gal Tanks

Herbicide Application Methods and Rates

All herbicides, surfactants, and dye used under this project will be of an aquatic-approved formulation. Herbicide application methods and rates that we anticipate using in the completion of this project include:

Broadcast Spraying:
Completed via UTV with spray rig, focusing on larger, monoculture stands of target species with no pre-identified sensitive or endangered species or other, more desirable adjacent vegetation, including susceptible woody species such as cottonwood, aspen, ash or willow.

Spot Treatments:
Completed via backpack sprayer, focusing on smaller, spotty stands of target species. This includes in areas with pre-identified sensitive or endangered species or other, more desirable adjacent vegetation, including in wooded areas.

Stem Injection/Handwicking:
Completed via glove/by hand, focusing on very small, spotty stands of target species. This includes in areas with pre-identified sensitive or endangered species or other, more highly desirable adjacent vegetation.

Mixture:

-3 pints/acre imazapyr (Polaris®)
-3 pints per acre Glyphosate (Roundup Custom®)
-3 oz. per gallon surfactant (MSO)
-1 oz. per gallon dye (Hi-Lite Blue®)

SCHEDULE

Merjent has assembled a robust team with significant capacity to deliver on all aspects of this project. The workloads of our Project Manager and Field Technicians were specifically considered when developing a team to manage this project. Furthermore, the current workloads of other key staff were considered prior to submitting this proposal, and the entire team is available to the city through the duration of this project. Our team's current and planned workload enable us to be more than capable of providing the needed resources. We can be fully dedicated to this contract, resulting in meeting or exceeding deadlines. All upcoming projects and/or contractual commitments that we have to other clients will not affect our ability to deliver the services described in the RFP.

Timeline Schedule											
Item	**Description**	**2022 - 2026**									
#	Task	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
1.	Contracting										
2.	Apply for Permits										
3.	Kick off Meeting										
4.	Herbicide Treatments										
5.	Treatment Reporting										

Treatment Window

Non-native phragmites treatments will occur starting during the summer and be completed by September 30th or before first hard frost, whichever occurs first.

TREATMENT EFFICIENTCY

Treatment efficiency is anticipated to be accomplished in two ways which includes operational efficiencies, through project implementation, and biologically, through schedule and timing of treatments. Operationally efficiencies will be achieved through our customized treatment approach and continuous communication as detailed above. Overall treatment effectivity will be achieved through schedule and timing of applications. All target species will be treated when actively growing (not in a drought state) and according to plant phenology (when most susceptible) such as flowering stages and prior to senescence. By incorporating both these efficiency enhancement approaches, Merjent is confident we will meet and or exceed the control metrics detailed in the RFP.

ACREAGE TREATED

Merjent is willing and anticipates conducting treatments to all populations and acreage listed in the six treatment sites of the RFP, in their entirety. Additionally, Merjent is willing to work with the city to treat additional populations outside of scope of work listed on in the RFP as populations are discovered or reported through change orders.

COST PROPOSAL

Project Task	Unit	Quantity	Unit Price	Total
Kickoff Meeting	LS	1	$360.00	$360.00
Glyphosate (*including dye and surfactant)	Gal	2	$80.00/gal	$160.00
Imazapyr (*including dye and surfactant)	Gal	2	$102.50/gal	$205.00
Herbicide Application	SY	23,250	$0.12/SY	$2,790.00
Herbicide Treatment Records (*includes cost of aquatic permit application)	LS	1	$415.00	$415.00
Total				$3,930.00

NOTE: Costs estimates above assume Merjent is awarded all six treatment sites in full as described in the RFP. Merjent reserves the opportunity to adjust cost estimates if awarded only a portion of the work listed in the RFP.

APPENDIX A
Resumes

merjent

ZACHARY J. LOFTUS

PROFESSIONAL EXPERIENCE

Mr. Zach Loftus is a Senior Analyst responsible for managing ecological restoration projects and assist in the operations of Merjent's restoration program. Mr. Loftus has over 10 years of experience in the vegetation management industry throughout the Midwest and brings his ecological restoration and program management background to improve efficiency and assist with business development and program growth. Mr. Loftus responsibilities include project estimating and review, proposal and contract generation, scheduling, coordination, and planning, recruiting and staffing, equipment/fleet management, budgeting and forecasting, and business development. Mr. Loftus also designs, implements, and manages ecological restoration projects that involve native seed and plant installation/establishment, invasive species control, wetland mitigation, stream stabilization, remediation, and project monitoring. He regularly collaborates with local and regional teams to plan both short and long-term resource management activities, including field crew and equipment delegation.

SELECT PROJECT EXPERIENCE

Wisconsin Department of Transportation – Multiple Projects, Wisconsin
Client and Project Manager. From 2017 through 2021, Mr. Loftus has completed and/or been involved in 50+ projects with WisDOT, majority of which he was the project manager. Most projects focused primarily on vegetation management, although some were as a soliciting agent and construction oversight. A highlight of some of the projects is below.

Living Snow Fence – Completed 8 projects that included the site preparation and installation of ~45,000 bareroot shrubs, ~10,000 live stakes, 1,000 containerized shrubs, 150 balled and burlapped trees within and along ~20 miles of rights-of-way of 7 different Wisconsin Highways/Interstates to help prevent snow drift in pre-identified problem areas. This included the installation of weed barrier fabric and mulch around each shrub to assist maintenance visits which occurred every two weeks during the growing season on each project.

Wetland Mitigation – Annually completed 1000's of acres of targeted invasive species control on multiple wetland mitigation sites through NE and NW Wisconsin. Management techniques included biologically timed spot herbicide treatments, mowing, and prescribed fire.

Rest Area Vegetation Maintenance – Project included the establishment maintenance of ~115 balled and burlapped trees across 7 different WisDOT Rest Areas in NW Wisconsin. This also included detailed field reporting on current tree health and site conditions. In addition to this project, Zach also completed a hazard tree assessment on three different WisDOT Rest Areas throughout the state to determine trees that required pruning and/or removal that pose a risk to public safety. Once tree work was identified, Zach developed plan

sets, obtained quotes, and subcontracted local tree care vendors to complete the work. Zach then provided oversight on the tree work as it was completed.

Roadside Pollinator Prairie Conversion – Project included an approximate 2.5 mile stretch of right-of-way located on Hwy 26 outside of Watertown, WI. This project was a pilot project, as it was coupled with a living snow fence installation to determine the logistics and how economical completing both project in sync to determine the feasibility of future projects. The install included site preparation through herbicide treatments and prescribed fire. Seed installation was completed in the fall of 2021 and maintenance will continue for two years.

Roadside Pollinator Prairie Establishment Maintenance – Project included the establishment maintenance of ~275 acres of roadside prairie across ~80 sites within the rights-of-way of I-90 from Madison, WI to the Illinois border. Tasks included prescribed mowing, spot herbicide treatments, and supplemental seeding. Also, extensive reporting was completed following each site visit.

Ho-Chuck Nation – Multiple Projects, Wisconsin

Project Manager. This invasive species control project was focused on select high-quality natural areas on Ho-Chunk Nation properties located in Jackson and Shawano Counties, totaling nearly 400 acres. Using GPS data collected as part of an invasive species inventory completed in 2013, parcels were prioritized for treatment based on invasive species cover and densities, which were prioritized from very low to high. Field crews completed multiple herbicide applications annually from 2017 through 2021, targeting herbaceous invasive species in the growing season through foliar spot treatments, and targeting woody invasive species in the non-growing season through basal bark treatments. Field crews mapped populations as treatments using ArcGIS Online, which the collected data was used for tracking, reporting, and future adaptive management planning to ensure the success of each site.

Jensen Ecology – Multiple Projects, Wisconsin, Iowa, Minnesota

Project Manager. As a sub-contractor to Jensen Ecology, Mr. Loftus managed three projects where staff assisted in the installation and maintenance of approximately 43,000 bareroot trees and shrubs on 9 different islands of the Mississippi River in SW Wisconsin, SE Minnesota, and NE Iowa.

City of Madison, Madison Parks – Multiple Projects, Madison, Wisconsin

Project Manager. From 2017 through 2021, Zach managed multiple projects annually with Madison Parks. Projects primarily focus on invasive species control and ranged in tasks from early spring invasive treatments by spot foliar herbicide to woody invasive control by chainsaws removal and on-site burning with the use of skid steers and excavators.

JF Brennan Company – Mercury Marine Cedar Creek, Cedarburg, Wisconsin

Project Manager. As a subcontractor to JF Brennan Company, Zach managed this project which focused on shoreline and upland restoration following excavation of contaminated soils and placement of clean material on Cedar Creek located in Cedarburg, Wisconsin. Field tasks included soil grading, seeding, fertilizing and placement of erosion control material

throughout the shorelines and upland areas of the approximate 1.5-mile-long stream project site. Following the installation of erosion control material, additional shoreline stabilization efforts were completed through the installation of thousands of live stakes and hundreds of container shrubs. In addition, 200+ large ball and burlap trees were installed throughout City of Cedarburg Parks and multiple private landowner yards who were affected by the project.

Wisconsin Department of Natural Resources – Multiple Projects, Wisconsin
Project Manager. Over the past 5 years, Zach has managed a handful of different projects directly for the WIDNR which were all focused on invasives species control. One of the larger projects was focused on managing phragmites and cattails within six different State Natural Areas along the shores of Lake Michigan from Marinette, WI to Green Bay, WI. Treatments were also completed along the shorelines of the Peshtigo River. Field crews covered and treated over 500 acres of phragmites populations through a combination of foliar broadcast and spot spray applications using a range of equipment from boats, marshmaster, tracked UTV's, and backpack sprayers. This project consisted of an initial treatment in 2018 and a follow-up treatment in 2019. Results observed during the 2019 follow-up treatments showed the eradication of targeted species in certain areas and the successful kill of 90 – 95% of all targeted species in others

The Nature Conservancy and Door County Soil and Water Conservation District – Multiple Projects, Door County, Wisconsin
Project Manager. In 2016 and 2017, Zach assisted in the management and coordination of a project with The Nature Conservancy (TNC) to treat invasive cattail species in two sensitive habitat locations in Door County totaling over 130 acres: Dune Lake and Mink River Estuary. Field crews used different methods of application to treat the invasive cattails, such as backpack sprayers, boats, and marshmaster, due to the location of these invasive populations and the sensitive nature of the habitat involved. Zach also managed a project with annual treatments targeting reed canary grass on the Piel Creek/Kangaroo Lake property for TNC (2017 – 2021). This is also a high quality, sensitive site that required very controlled herbicide applications due to the threatened and endangered species habitat this site provides. Zach also managed a project with another round of cattail treatments on the Dunes Lake site under the Door County Soil and Water Conservation Department in 2020 prior to a large dredging project, which was completed by marshmaster and backpack sprayers.

GSG Consultants – Nicor Dubuque Phase 3 Sensitive Area Restoration, Galena, IL
Project Manager. From 2018 – 2020, Zach managed a project as a sub-contractor to GSG that focused on the restoration of 20+ waterways and wetlands post-construction on a ~10 mile stretch of right-of-way. Tasks included the seeding and placement of erosion control material within these areas. Much coordination and planning was executed to ensure the work was completed concurrent with active construction.

Illinois Department of Natural Resources – Mississippi Palisades Woody Removal
Project Manager. In the winter of 2019-20 and 2021, field crews completed ~60 acres of dry mesic and upland mesic forest enhancement through removal of woody invasive species and select native woody species on the south and west facing slopes of the Mississippi

Palisades State Forest. All work was completed by hand cutting via chainsaws due to the steep terrain.

Bay Lakes Regional Planning Commission – Kewaunee County Invasive Species Control, Kewaunee County, Wisconsin

Project Manager. In 2020, Zach assisted in the management and coordination a large scale, county-wide invasive species project for the Bay Lakes Regional Planning Commission that focused on the herbicide treatment of approximate 250 acres across the entire county of Kewaunee in NE Wisconsin. The project included public and private lands and along two river systems. Equipment included backpack sprayers, UTV sprayer, boat, and marshmaster. This very large project took rough 6 weeks and completed on budget and within the timeline set forth by the client with excellent treatment results.

American Transmission Company – Davey Resource Group Utility Forestry Contract, Wisconsin

Project Supervisor. Prior to joining Merjent, Mr. Loftus was responsible for the overall project management of a utility forestry contract under American Transmission Company's Vegetation Management Program. Mr. Loftus participated in multiple job tasks within the program including right-of-way vegetation control planning and coordinating through integrated vegetation management techniques, permitting, and assured quality of work.

EDUCATION, CERTIFICATIONS, AND TRAINING

B.S., Forest Management, B.S., Urban Forestry, University of Wisconsin-Stevens Point, 2012

ISA Certified Arborist (2013)

ISA Certified Utility Specialist (2015)

NWCG Burn Certifications: S-130, S-190, L-180 (2009)

Wisconsin Pesticide Applicator Certification: 5.0 Aquatic and Mosquito, 6.0 Right-of-Way

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LEVI KOSKI

PROFESSIONAL EXPERIENCE

Levi Koski is an Ecological Restoration Ecologist with 11 years of professional experience in the natural resources' fields of fisheries, wildlife, forestry, endangered resources, and restoration. Mr. Koski specializes in wildlife habitat establishment and management, as well as ecological restoration including prescribed burning, invasive species management, and plant propagation, and sustainable forestry management with experience in timber cruising and marking and MFL plan reviews. Mr. Koski has expert experience in the field of prescribed burning, maintains burn boss certifications and is a U.S Department of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) Prescribed Fire Practitioner. His expertise includes wetland mitigation planning and monitoring, ecological consulting services, ecological implementation services, and habitat management services.

SELECT PROJECT EXPERIENCE

Wetland Mitigation, Planning and Monitoring

Assisted with site identification, bank prospectus development, compensation site plan preparation, and agency approval. Monitored plant communities, invasive species and groundwater levels, perform tree and shrub inventories, record wildlife observations and preparation of annual reports. Projects include:

- Shoreland Leasing, Wetland Restoration, Brown County, WI
- Wisconsin Department of Transportation, 8 wetland mitigation banks, throughout Wisconsin
- Moses Creek Wetland Mitigation Site, City of Stevens Point, WI
- Menekaunee Harbor AOC Restoration, Marinette, WI

Ecological Consulting Services

Conduct various assessment, planning, design, mapping, survey, construction oversight and monitoring tasks associated with restoration and management of native habitats including prairies, wetlands, shorelines, dunes, and woodlands. Performed native community, plant and invasive species surveys and mapping. Projects include:

- Storm Water Facility Assessments, Village of Bellevue, WI
- Storm Water Facility Assessments, City of Green Bay, WI
- Storm Water Facility Assessments, Village of Howard, WI
- Storm Water Facility Assessments, City of Oshkosh, WI

Ecological Implementation Services

Perform various site preparation, seed and plant installation, herbivore protection and erosion control tasks associated with restoration of native habitats including prairies, wetlands, shorelines, dunes, and woodlands. Projects include:

- Native planting, protection and erosion control tasks around storm water ponds, City of Green Bay, Village of Bellevue and Village of Howard public works departments.

- Prairie installation, University Research Park, Madison, WI; City of Green Bay, WI and Wisconsin Department of Transportation.
- Native wet meadow seeding, Shoreland Leasing, Green Bay, WI.

Habitat Management Services

Conduct various invasive species control operations associated with restoration of native habitats including prairies, wetlands, shorelines, dunes, and woodlands. Tasks include mowing, cutting, spot herbicide treatments and seeding. Project examples include:

- Wisconsin Department of Natural Resources-invasive species removal-514 acres.
- Wisconsin Department of Transportation-invasive species removal-1,170 acres.
- The Nature Conservancy-invasive species removal-280 acres.
- Door County Land Trust-invasive species removal-25 acres.
- U.S. Fish and Wildlife Service-invasive species removal-30 acres.
- City of Green Bay-invasive species removal-7 storm water basins, native seeding-2 landfills-32 acres.
- City of Oshkosh-invasive species removal-15 storm water basins.
- Village of Bellevue-invasive species removal-15 storm water basins.
- Menekaunee Harbor AOC Restoration-invasive species removal, live planting native plugs.

Prescribed burning

Maintain position as burn boss and oversee a burn crew as well as implement prescribed burns. Tasks include construct Rx burn plans and maps, coordinate with state and local fire agencies to acquire burning permits, monitor weather, fuel conditions and burning restrictions, install burn breaks, oversee burning. Performed over 200 burns on over 2,500 acres in both the public and private sector. Projects include:

- Wisconsin Department of Natural Resources
- City of Green Bay, WI
- City of Oshkosh, WI
- Village of Bellevue, WI
- USDA NRCS
- University Research Park and Ultratec, Madison, WI
- Eden Stone, Valders, WI
- Heckrodt Wetland Reserve, Menasha, WI
- Baird Creek Preservation Foundation, Green Bay, WI
- Wisconsin Waterfowl Association, Abrams, WI
- Winnebago County Parks, Oshkosh, WI
- Oneida Nation of Wisconsin, Oneida, WI
- Multiple private land owners throughout Wisconsin

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EDUCATION, CERTIFICATIONS, AND TRAINING

B.S., Environmental Science and Policy, University of Wisconsin – Green Bay, Green Bay, WI, 2014

A.S., Natural Resources Tech, Fox Valley Technical College, Fox Valley, WI, 2011

S-190 Intro Wildland Fire Behavior

S-130 Basic Wildland Firefighting

L-180 Human Factors in Wildland Firefighting

S-290 Intermediate Wildland Fire Behavior

S-219 Firing Operations

S-390 Introduction to Fire Behavior Calculations

S-212 Wildland Fire Chainsaws

IS-700 Nat'l Incident Management Systems

IS-100 Incident Command System

WDNR Prescribed Burn Seminars

WI Pesticide Applicator (Cat. 5.0 and 6.0)

Fecon 90, 130 and 140 Forestry Mowers

CPR/AED/First Aid

ATV Safety

NHI Training

USDA Forest Service Qualified Cruiser

WDNR Chain Saw Safety

Tractor with bucket

ASV Posi Trak Skid Steer

Forklift

Trailering and Load Security

Winch and Recovery

Manage Forest Law

Silviculture Orientation

Forest Habitat Type Classification

Game of Logging - Clearing Saws

Game of Logging - Collegiate Chainsaw

WNRCS - Prescribed Fire Practitioner

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PRESTON RYE

PROFESSIONAL EXPERIENCE

Preston Rye is a GIS Consultant with over four years of experience in environmental consulting, focusing on utility, transportation, and government clients. His expertise includes developing maps and performing spatial analysis for permitting and other client needs; creating and/or managing project data; publishing and hosting ArcGIS Online services and applications; training staff on the use of Esri software; and supporting field staff by setting up survey maps and processing field data. Mr. Rye has worked on electric/gas transmission, solar, environmental assessment (EA), and wetland delineation projects in Wisconsin, Michigan, Minnesota, Illinois, Indiana, Texas, and California. Furthermore, Mr. Rye has worked on projects for Wisconsin Department of Transportation, American Transmission Company (ATC), Wisconsin Public Service and other utility clients, while providing GIS support for multiple Wisconsin Department of Natural Resources (WDNR) In-Lieu Fee projects. Mr. Rye is well-versed in working with data provided by the WDNR, U.S. Army Corps of Engineers, U.S. Geological Survey, Wisconsin Historical Society, as well as other federal, state, and local data.

SELECT PROJECT EXPERIENCE

American Transmission Company – Howards Grove to Erdman CPCN Filing (2020-2022)

GIS Analyst. Provided GIS Support for ATC's Certificate of Public Convenience and Necessity and Certificate of Authority filings with the Public Service Commission (PSC) of Wisconsin (PSCW) along the 7-mile route from Howards Grove to Erdman Substations. Mr. Rye led the GIS effort by completing desktop analysis of environmental conditions, creating web maps to support field surveys, data processing, and creating maps and impact tables for WDNR concurrence and Utility General Permit 3 and NR216 permitting efforts. Mr. Rye also compiled the various tables and GIS data needed to support the PSC application.

Confidential Client – Transmission Line Rebuild – Wisconsin (2020-2022)

GIS Analyst. Provided GIS support throughout regulatory applications and compliance needs for construction of a new 26-mile transmission line and two new substations in the Bayfield Peninsula, Wisconsin. Due to the sensitive resources within the project area, it was particularly important to provide thorough and spatially accurate resource reviews along the difficult terrain, facilitating the reduction and justification of impacts, and allowing for efficient agency review and approval to keep the project on schedule. Mr. Rye provided extensive support for the project including geospatial analysis, impact calculations and reporting, client data integration and sharing, and map preparation for field surveys and permit applications.

Confidential Client – Transmission Line Rebuild – Wisconsin (2020-2022)
GIS Analyst. Provided GIS support throughout regulatory applications and compliance needs for a project to replace 370 transmission line structures over approximately 100 miles stretching from the St. Croix River near Afton, Minnesota to near Stevens Point, Wisconsin. Due to the size and complexity of this project, special emphasis was placed on completing tasks efficiently and maintaining open communication with the client to ensure all work was being completed to their expectations. Mr. Rye provided extensive support for the project including geospatial analysis, impact calculations and reporting, client data integration and sharing, and map preparation for field surveys and permit applications.

American Transmission Company – Vegetation Management Screenings (2020-2022)
GIS Analyst. Mr. Rye performed hundreds of miles of desktop review throughout Wisconsin, Michigan, and Minnesota to support the endangered resources review. In addition, Mr. Rye assisted with the creation and management of the tables, maps, and letters to the WDNR.

American Transmission Company – Hiawatha NEPA Operating Plan – Hiawatha National Forest (2019-2020)
GIS Analyst. Provided GIS support as ATC updated their 30-year plan for operations and maintenance work conducted within the Hiawatha National Forest (Forest). Addressed issues around vegetation management, herbicide use, endangered species protection, wildfire protection, plus recreation and cultural resources. The operating plan accompanied an EA to satisfy the National Environmental Policy Act analysis required by the Forest to evaluate the impacts of ATC operations and maintenance on Forest resources. Mr. Rye provided extensive support for the project including geospatial analysis, sensitive species review and documentation, cultural resource mapping, client data integration and sharing, and online mapping including a project story map shared with the public and the US Environmental Protection Agency as part of the permitting process.

Wisconsin Department of Transportation – Multiple Delineation Projects (2020-2022)
GIS Analyst. Provided GIS support to field staff by creating ArcGIS Online survey maps for approximately 40 projects. Following field work, data was processed and delineation maps and tables were created to be included in the delineation report. Mr. Rye also converted GIS data to CAD to be provided to the client. Additional work was needed on several projects, such as a ~6,000-acre farmed wetland determination and desktop review of wetlands and waterways on a project spanning from Juneau to Columbia County.

Wisconsin Public Service – Multiple WR Projects (2018-2020)
GIS Specialist. Tasked with accurately converting engineering sketches into GIS data that could be used to guide field work and permitting. Approximately 70 projects were digitized and provided to field staff. Upon the completion of field work, Mr. Rye processed and provided the data to the client, as well as compiled various maps for permit needs.

Wisconsin Department of Natural Resources – Multiple In-Lieu Fee Projects (2018-2021)

GIS Specialist. Provided GIS support on multiple In-Lieu Fee sites, such as McMillian, Heinze, and Hallie Marsh. Assisted with the search for potential sites, address compilation and mailings, initial field work setup and data processing, conceptual design mapping, and post construction monitor mapping.

EDUCATION, CERTIFICATIONS, AND TRAINING

M.S., GIS Administration, University of West Florida, December 2021

B.S., Hydrology and Soil Science, University of Wisconsin – Stevens Point, May 2017

Natural Heritage Inventory (NHI) Training, WDNR, 2018

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KYLE S. LUTHER

PROFESSIONAL EXPERIENCE

Kyle Luther is the Vice President of Safety with over 10 years of experience specializing in field safety. Kyle is also a Senior Environmental Analyst specializing in environmental field surveys, reporting, permitting, and project management in the Midwest for a variety of clients. Kyle represents his clients by providing safety plans, wetland delineations, vegetation surveys, hydrology monitoring, and erosion control monitoring. He conducts desktop reviews prior to fieldwork and prepares technical reports following field investigations. Kyle's ecological restoration background consists of safety coordination, management plans, native seeding, prescribed burning, and invasive species control on several prairie, wetland, and woodland restoration sites.

SELECT PROJECT EXPERIENCE

Reynolds Creek Wetland Mitigation Bank | Indiana (2020 – Present)
Field and safety lead for restoration activities that include site inspections, invasive species control, native seeding, and prescribing and implementing adaptive management plans guided by performance standards. Responsible for year-end reporting.

Rock Energy Cooperative | Southern Wisconsin and Northern Illinois (2017 – 2020)
Project Manager for the vegetation management and inventory of 500+ miles of distribution right-of-way. Responsible for leading field staff, preparing cost-estimates, proposals, permit applications, and year-end reports.

American Transmission Company – Badger Coulee | Wisconsin (2015 – 2020)
Field lead for pre- and post-construction surveys. Surveys consists of wetland delineations, invasive species documentation, and vegetation inventories for the Badger Coulee Segments 1-8.

Wisconsin Department of Transportation – Lost Creek Wetland Mitigation Site | Wisconsin (2016 – 2020)
Field lead for restoration, vegetation monitoring, and reporting. Data collection includes inventories at several locations and floristic quality assessments. Restoration activities included directing crews regarding pesticide applications, native seeding, prescribed burning, and selective woodland thinning. Prepared aquatic treatment permit applications and submitted treatment records.

Enbridge - Kalamazoo River Restoration, Line 6B | Michigan (2015 – 2016)
Field Manager responsible for leading field crews and coordination with the client regarding the invasive species control of several invasive species along the floodplain of the

Kalamazoo River. Treatment methods consisted of basal bark treatments, foliar spraying, and backpack wicking.

Enbridge - Kalamazoo Ceresco Dam Restoration, Line 6B | Michigan (2014)

Field Manager responsible for leading field crews and coordination with the client regarding the restoration of the historic floodplain of the Kalamazoo River. Duties consisted of constructing soil lifts, live-staking, native seeding, and erosion control blanket installation.

EDUCATION, CERTIFICATIONS, AND TRAININGS

B.S., Forestry and Business Administration, University of Wisconsin–Stevens Point, 2010

UW Extension, Critical Method in Wetland Delineation: 2019 - Present

Natural Heritage Inventory (NHI) Training, Wisconsin DNR: 2020

UW Extension, Plant Identification: Grasses, Sedges, Rushes Workshop (2018)

UW Extension, Wetland Hydrology Training: 2017

Wisconsin DNR Karner Blue Butterfly HCP Monitoring Training: 2016

OSHA 30-Hour Training: 2016

UW Extension, Hyrdic Soils Training: 2015

UW Extension, Basic Wetland Delineation Training: 2014

CPR and First Aid: 2014 - Present

NWCG Burn Certifications: S-130, S-190, L-180 (2013)

WI Pesticide Applicator's License: 2010 - Present

FISTA Basic Chainsaw Safety: 2010

APPENDIX B
Proposed Fee Schedule

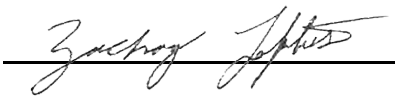
PROPOSED FEE SCHEDULE:

Company Name: Merjent, Inc.

Company Address Line 1: 126 N Speedway Lane, Building E

Company Address Line 2: Kaukauna, WI 54130

Company Representative: Zach Loftus

Signature: 

Fee (Total): $3,930.00

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

Item #	Description	Unit	Quantity	Unit Price	Total
A	Kickoff Meeting	LS	1	$360.00	$360.00
B	Glyphosate	GAL	2	$80.00	$160.00
C	Imazapyr	GAL	2	$102.50	$205.00
D	Herbicide Application	SY	23,250	$0.12	$2,790.00
E	Herbicide Treatment Records	LS	1	$415.00	$415.00
				PROPOSAL TOTAL	$3,930.00

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: July 11, 2022

RE: **Consideration and possible action on award on Request for Proposals for Phragmites Mitigation***

The Engineering Department received a proposal for Phragmites Mitigation on June 27, 2022. The work is for treating phragmites on several swales, storm water ponds, and along the City's railroad spur line including the following:

- Trailside Pond and Upstream Swale
- Pecatonica Swale
- Terry Lane Swale in the Canadian National Railroad Right of Way
- City Railroad Swales Near Dog Park and off Venture Avenue

Staff sent the proposal to ten firms and only received one proposal. The proposal received is as follows:

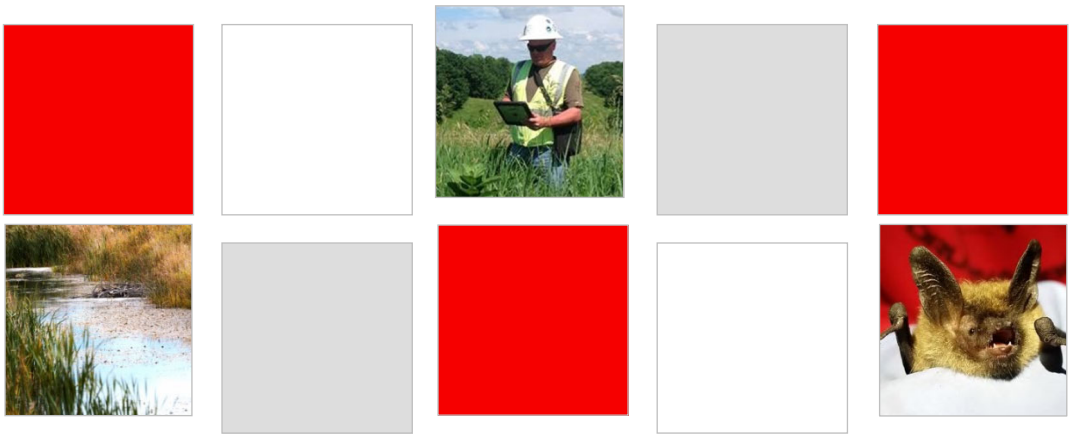
Contractor	Amount
Merjent	$3,930.00

The allocated budget amount for the project is $20,000.00 from the Storm Water Utility for work on the storm water facilities. Work on the City railroad spurs will be funded from TID's 11 and 12 which have annual maintenance budgets.

Due to the low cost, staff will look to add additional areas for phragmites treatment. There may be additional fees for the project due to Canadian National requirements to work in their right of way.

Staff's recommendation is to accept the proposal from Merjent in the amount of $3,930.00.

Attachments:
Merjent 2022 Phragmites Mitigation Proposal
2022 0627 CE_2022_De_Pere_Phragmites_Mitigation
2022 0626 Phragmites_Mitigation_Consultant_List



City of De Pere
Public Works- Engineering Department

Non-Native Phragmites Control

PRESENTED BY MERJENT, INC.
July 1, 2022

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TABLE OF CONTENTS

CONFIDENTIALITY NOTICE II
INTRODUCTION 1
PROJECT TEAM QUALIFICATIONS AND HISTORY 1
Merjent 1
Nutrien Solutions 1
MERJENT SAFETY PROGRAM 2
PROJECT STAFF QUALIFICATIONS 3
Project Management 3
Vegetation Management Team 4
STATE HERBICIDE CERTIFICATIONS 5
MERJENT STAFF PROJECT EXPEREICNE AND REFERENCES 6
Project Experience 6
References 8
SITE KNOWLEDGE 8
PROJECT APPROACH 9
SCHEDULE 12
Treatment Window 12
TREATMENT EFFICIENTCY 12
ACREAGE TREATED 12
COST PROPOSAL 13

APPENDICES

Appendix A Resumes

Appendix B Proposed Fee Schedule

CONFIDENTIALITY NOTICE

The information contained in this proposal is intended solely for the use of City of De Pere Public Works-Engineering Department in evaluating the ability of Merjent, Inc. to effectively and economically complete the proposed work for non-native phragmites control. The information in this proposal shall not be used for other purposes and shall not be duplicated or disclosed outside of the City of De Pere Public Works-Engineering Department.

INTRODUCTION

Merjent, Inc. (Merjent) appreciates the opportunity to present the City of De Pere Public Works-Engineering Department with this proposal for non-native phragmites control, as described in Request for Proposal (RFP) dated June 2022.

We appreciate the opportunity to propose on this project and our team stands ready to perform the work described in this proposal.

PROJECT TEAM QUALIFICATIONS AND HISTORY

Merjent

With offices in Kaukauna, Wisconsin and Minneapolis, Minnesota, Merjent is a full-service environmental firm with a long history serving the energy industry. We offer a wide range of services to clients in the oil and gas, biofuels, electric power generation and transmission, wind and solar energy, and transportation sectors; and we support government agencies and municipalities across the United States. We specialize in environmental permitting, surveys, inspection, compliance management, and ecological restoration with over 130 full-time employees with variable levels of dedicated field staff to support the demands of client and field service needs. Our team offers a full spectrum of environmental consulting, restoration, health and safety, and stakeholder engagement services.

Merjent's ecological restoration division, based out of Kaukauna, Wisconsin, contains an experienced ecological restoration team that has been providing innovative and sustainable solutions to challenging environmental issues for decades. With multiple leaders in the industry, project managers with over 10 years of experience, and experienced, educated, and motivated field staff, Merjent is positioned well to take on this project for the City of De Pere and give a fresh perspective to restoration work on their project sites. We provide a full range of ecological consulting and restoration services, with expertise in an extensive range of ecosystems and project types including wetland, prairie, savanna, woodland, lake and stream enhancement, shoreline stabilization, native landscaping, alternative stormwater management systems and detention basins, bioswales, raingardens.

Nutrien Solutions

Nutrien Solutions is a go-to vendor of Merjent's as a chemical product supplier and consultant for all things related to vegetation management. That includes projects involving forestry, turf and ornamental, vegetation management, invasive species, utility rights-of-way, and aquatic management. Beyond simply supplying product, their services include:

- Application Training
- Equipment Calibration
- Treatment and Product Performance Evaluation
- Site Assessments and Recommendations
- Invasive Species and Vegetation Management Plans/Control Prescriptions
- Product Testing/Monitoring
- Returnable/Refillable Container Program

Products anticipated for purchase to be used on this project include herbicide, surfactants, and dye. Additionally, consulting services will be used to help Merjent develop the most cost-effective approach to target species by selecting the best product for each scenario and target species to obtain the most effective control.

MERJENT SAFETY PROGRAM

Merjent values the safety and health of its employees above all else. A safety culture has been developed through senior leadership commitment, workforce engagement, and accountability at all levels. Managing risk is a responsibility of all staff and is administered through contract management, insurance, subcontractor management, and safety programs and policies. Merjent's safety performance is driven by more than just compliance. The adoption of industry best practices has enabled Merjent to achieve world-class safety performance.

Safety Officer

Merjent's Health and Safety Officer will be placed on the project to assist in promoting a safe working environment through the provision of regular safety talks, development of project-specific health and safety plan (HASP), regular safety assessments, and other activities as required.

On-Site Safety Plan

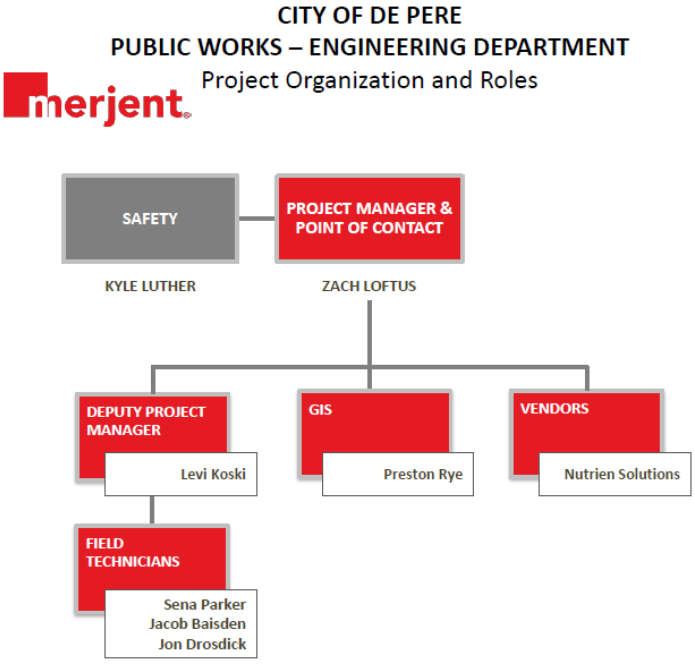
Merjent operates by having a field superintendent as the primary point person for safety on the project site. This includes developing a project-specific HASP prior to anyone being deployed in the field. This procedure documents the potential hazards of the particular job. A daily field level hazard assessment is then reviewed and signed by all team members, which outlines hazards and determines the level of appropriate Personal Protective Equipment (PPE) for the day.

General Personal Protection Equipment

PPE is supplied, maintained, and worn by all Merjent employees at all times while on a jobsite. Basic PPE includes high visibility shirt/vest, hardhats, boots, gloves, and safety glasses. Certain tasks like chainsaw work require more PPE such as chaps and face shields. PPE is inspected daily by staff and replaced when deemed compromised.

PROJECT STAFF QUALIFICATIONS

Merjent has assembled a team of experienced professionals ready to implement non-native phragmites control throughout the City of De Pere.



Project Management

To provide the highest quality of service and communication, Zach Loftus of Merjent will serve as Project Manager. Zach will be the primary point of contact for all correspondence and will serve as the Merjent point person for all activities, providing an efficient, streamlined communication channel. Zach is a Senior Project Manager responsible for managing ecological restoration projects and assist in the operations of Merjent's restoration program. Zach has over 12+ years of experience in the vegetation management industry throughout the Midwest and brings his ecological restoration and program management background to improve efficiency and assist with business development and program growth. Zach's responsibilities include project estimating and review; proposal and contract generation; scheduling, coordination, and planning; recruiting and staffing; equipment/fleet management, budgeting, and forecasting. Zach also designs, implements, and manages ecological restoration projects that involve native seed and plant installation/establishment, invasive species control, wetland mitigation, stream stabilization, remediation, and project monitoring. He regularly collaborates with local and regional teams to plan both short and long-term resource management activities, including field crew and equipment logistics.

Vegetation Management Team

Merjent has a full-service restoration team based in Kaukauna, Wisconsin. As shown above, Levi Koski will serve as Deputy Project Manager and will handle the day-to-day operations and project management involved under this project. Below are short bios on key team members. Appendix A contains full resumes of the key team members listed below.



Levi Koski, Deputy Project Manager. Levi is an Ecological Restoration Ecologist with 11 years of professional experience in the natural resources' fields of fisheries, wildlife, forestry, endangered resources, and restoration in both the public and private sectors. Levi specializes in wildlife habitat establishment and management, as well as ecological restoration including prescribed burning, invasive species management, and plant propagation, and sustainable forestry management with experience in timber cruising and marking and Managed Forest Law plan reviews. Levi has expert experience in the field of prescribed burning, maintains burn boss certifications and is a U.S Department of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) Prescribed Fire Practitioner. His expertise includes wetland mitigation planning and monitoring, ecological consulting services, ecological implementation services, and habitat management services.

As deputy project manager, Levi will assist Zach with scheduling, coordination, and planning including daily field crew coordination, routing, client correspondence, progress tracking, quality assurance, and reporting.

Field Technicians. Merjent routinely employs seasonal field technicians to assist in the implementation of field work required for ecological restoration management. Merjent field crews are educated and have experience in native seeding, native planting, invasive species management, and erosion control. All staff are required to obtain proper herbicide certifications prior to their hire date and upon hire, display their native and invasive plant identification skills prior to going out into the field. Merjent field technicians typically have 1 to 3 years of field experience in natural area management and are either completing schoolwork or have recently graduated from an environmental degree program.

Preston Rye, GIS Analyst. Preston Rye is a GIS Analyst with over four years of experience in environmental consulting, focusing on utility, transportation, and government clients. His expertise includes developing maps and performing spatial analysis for permitting and other client needs; creating and/or managing project data; publishing and hosting ArcGIS Online services and applications; training staff on the use of Esri software; and supporting field staff by setting up survey maps and processing field data. Mr. Rye has worked on electric/gas transmission, solar, and wetland delineation projects throughout the U.S.

Preston will serve as the Lead GIS staff on the project to coordinate and assist with map and data base development and maintenance.

Kyle Luther, Senior Analyst (Merjent). Kyle Luther is Merjent's Vice President of Safety with over 10 years of experience specializing in field safety. Kyle is also a Senior Environmental Analyst specializing in

environmental field surveys, reporting, permitting, and project management in the Midwest for a variety of clients. Kyle represents his clients by providing safety plans, wetland delineations, vegetation surveys, hydrology monitoring, and erosion control monitoring. He conducts desktop reviews prior to fieldwork and prepares technical reports following field investigations. Kyle's ecological restoration background consists of safety coordination, management plans, native seeding, prescribed burning, and invasive species control on several prairie, wetland, and woodland restoration sites.

With Kyle's extensive background and experience in both safety and ecological restoration techniques, he will serve as a technical specialist and safety lead on this project and provide support to both the field staff and the City of De Pere as needed.

STATE HERBICIDE CERTIFICATIONS

Below, please find Merjent's Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) business and individual applicator herbicide license information. Business and individual applicator licenses are renewed annually, and applicators are re-tested for certification virtually (annually) or in-person (every 5 years), dependent on the current COVID-19 situation. Additionally, all field supervisor, equipment operators, and field technicians are required to obtain proper certification as a contingency of their hire. With that, if Merjent assigns or schedules applicators not listed below, certification and license numbers will be provided prior to any applications.

Wisconsin Commercial Pesticide Application Business License

- 93-027117-023555

Individual Commercial Applicator for Hire License

- Zachary Loftus – 323186
  - Category 5.0 and 6.0
- Levi Koski – 314990
  - Category 5.0 and 6.0
- Kyle Luther – 254898
  - Category 2.0 and 5.0
- Sena Parker– 509698
  - Category 5.0 and 6.0
- Jon Drosdick – 499793
  - Category 5.0 and 6.0
- Jacob Baisden – 500673
  - Category 5.0, and 6.0

MERJENT STAFF PROJECT EXPEREICNE AND REFERENCES

Merjent staff have successfully completed multiple projects similar to this project including scope, scale, terrain, and complexity throughout Wisconsin. As a group, we have annually complete thousands of acres of invasive species control across the state through targeted herbicide applications using a variety of herbicides, specifically timed to ensure the most effective treatment is completed, resulting in as minimal off-target damage as possible. We have custom built numerous pieces of equipment to allow us to access difficult and sensitive areas with little to no impact, and always utilize the best piece of equipment for each scenario we run into in an effort to complete the project in the most efficient and safe way possible.

Project Experience

Storm Water Pond Facility Maintenance-City of Green Bay (10 ponds), Village of Bellevue (13 ponds), Village of Howard (8 ponds), City of Oshkosh (12 ponds)

Project work included upland and emergent zone vegetation management. Tasks included consultation, design, species selection, seeding and live plugging, erosion control, planting maintenance, mowing, prescribed burning, invasive species management and monthly routine facility inspection reports.

Door County Soil and Water Department – Door County Invasive Species Control, Door County, WI

Project work included the herbicide treatment of wild parsnip and Japanese knotweed, and non-native phragmites totaling approximate 5.25 acres and 5 years of treatment of non-native phragmites on 453 acres across the entire county of Door in northeast Wisconsin. The project included public and private lands and along the lake shore. Equipment included backpack sprayers, UTV sprayer, and boats.

Bay Lakes Regional Planning Commission – Kewaunee County Invasive Species Control, Kewaunee County, WI

Project work included the herbicide treatment of wild parsnip, Japanese knotweed, and non-native phragmites totaling approximate 250 acres across the entire county of Kewaunee in northeast Wisconsin. The project included public and private lands and along two river systems. Equipment included backpack sprayers, UTV sprayer, boat, and marshmaster.

University of Wisconsin-Green Bay – Toft Point State Natural Area- Baileys Harbor, WI

Project work included herbicide treatment of reed canary grass and non-native phragmites along Lake Michigan shoreline and within associated wetland communities. Methods included backpack spraying and cut stem applications as well documentation through treatment mapping.

Wisconsin Department of Natural Resource (WDNR) Natural Heritage Conservation (NHC) – State Natural Areas throughout Door County, WI

Project work included herbicide treatment of reed canary grass and non-native phragmites along Lake Michigan shoreline and multiple state natural areas. Methods included backpack spraying and cut stem applications as well treatment mapping. Additional work included cut stem treatment of woody invasive species on over 200 acres within Shivering Sands Preserve and Coffee Swamp State Natural Area (SNA), Door County, WI.

The Nature Conservancy (TNC) – Multiple sites throughout Door County, WI

Project work included herbicide treatments of non-native phragmites ad non-native cattail in the Mink River Estuary State Natural Area, Rowleys Bay, WI. Methods included spraying via boat, marshmaster, booms, skid sprayers, and backpack sprayers, as well as cut stem applications along Lake Michigan shoreline in *Iris lacustris* concern areas. Additional work included cut stem treatments of multiple woody invasive species within the Mink River Estuary SNA, Shivering Sands Preserve and Dunes Lake, Door County, WI.

Additional project work includes treatments of reed canary grass within the Piel Creek/Kangaroo Lake site and non-native cattail treatments within the Dunes Lake site.

U.S. Fish and Wildlife Service – St. Martin Island, MI & Plum Island, WI

Project work on St. Martin Island included herbicide treatment of reed canary grass, non-native phragmites and purple loosestrife along Lake Michigan shoreline. Methods included backpack spraying and treatment mapping. Project work on Plum Island included herbicide application site prep for pollinator planting as well as herbicide treatment of reed canary grass and non-native phragmites. Methods included booms spraying, backpack spraying and hand wicking in *Iris lacustris* concern areas.

Wisconsin Department of Natural Resource (WDNR) NHC – State Natural Areas throughout northeast Wisconsin

Project work included herbicide treatment of non-native phragmites and non-native cattail within six State Natural Areas along the shores of Lake Michigan from Marinette, WI to Green Bay, WI. Treatments were also completed along the shorelines of the Peshtigo River. Field crews covered and treated over 500 acres of phragmites populations through a combination of foliar broadcast and spot spray applications using a range of equipment from boats, marshmaster, tracked UTV's, and backpack sprayers.

Wisconsin Department of Transportation (WisDOT) – Statewide

Project work included 100's of acres of statewide non-native phragmites control within the right-of-way (ROW), 100's of acres of statewide remnant prairie management within the ROW, and 1,000's of acres of wetland mitigation bank management statewide. Tasks included invasive species management, herbicide, mowing, prescribed burning, mapping, and monitoring. Species treated included Wild Parsnip and Japanese Knotweed.

Ho-Chunk Nation - Shawano and Jackson County, WI

Project work included management on select high-quality natural areas on Ho-Chunk Nation properties located in Jackson and Shawano Counties, totaling nearly 400 acres targeting herbaceous invasive species in the growing season through foliar spot treatments, and targeting woody invasive species in the non-growing season through basal bark treatments. Field crews mapped populations as treatments using ArcGIS Online, which the collected data was used for tracking, reporting, and future adaptive management planning to ensure the success of each site.

References

University of Wisconsin-Green Bay
Contact: Andrew LaPlant
Phone: (920) 327-9618
Email: Laplanta@usgb.edu

Wisconsin Department of Natural Resources
Contact: Jake Koebernik
Phone: (920) 360-3139
Email: Jacob.Koebernik@wisconsin.gov

Door County Soil & Water Department
Contact: Samantha Koyen
Phone: (920) 360-3139
Email: skoyen@co.door.wi.us

The Nature Conservancy
Contact: Kari Hagenow
Phone: (920) 333-1754
Email: KHagenow@tnc.org

Ho-Chunk Nation
Contact: Randy Poelma
Phone: (715) 299-2901
Email: randy.poelma@ho-chunk.com

NOTE: Additional project experience/examples are shown under resumes in Appendix A.

SITE KNOWLEDGE

Prior to implementing management on any site, Merjent takes the time to complete preliminary research. Merjent staff have reviewed the sites in person to understand the location, environment, current vegetative condition, plant community, special concerns, access, etc. Fully understanding the site and its use along with its current vegetative quality is key to developing a treatment strategy and plan that will be successful come implementation. Merjent staff have a wealth of professional experience working on numerous projects across a variety of plant community types throughout the state of Wisconsin including Brown County. Additionally, Merjent has thoroughly reviewed the sites via the provided maps, as well as reviewed the site in person. Staff have prior work experience nearby many of the listed sites. With this familiarity, Merjent has confidently formulated a treatment method that will yield successful results.

NOTE: Much of the criteria and information requested in this section is detailed throughout the remaining proposal.

PROJECT APPROACH

Permitting

Upon being awarded the contract, Merjent will initiate the WDNR Aquatic Plant Management Permit (APM) process. Permits will be submitted containing all required information within 2 weeks of being awarded the contract, including any public notification required. Permit treatment records will be complied and submitted within 2 weeks following the completion of treatments.

Project Documentation and Reporting

Merjent anticipates using an ArcGIS Online application loaded on the smartphones of all staff working on the project which will be used to locate, mobilize, document and track progress of the project. Shapefiles containing permitted properties and treatment populations provided by City of De Pere will be loaded onto a map dedicated to the project. Data entry attributes will be customized to fit the needs of the project along with any information required by DATCP and the Wisconsin DNR APM Permit treatment records. The following process is anticipated in regard to using this program for this project.

- The day prior to treatments, the deputy project manager will remotely plan and coordinate a treatment route for the crew on the ground using the ArcGIS map. This will include making the proper landowner notifications (if applicable), notifying the field crew on which properties they will be working on, approved access routes, herbicide solution, application method, and the equipment needed to complete the work on those properties. The project manager will also relay all the same information to the City of De Pere project manager daily.

- On the day of application, the field crews will use the map to navigate to the pre-planned property/treatment area, complete the treatment, detail any information needed for treatment records, attach a photo of the treatment area to the polygon, and change the landowner parcel from incomplete to complete (when applicable). Pending cellular service in the areas receiving treatments, all edits and additions made to the map will be updated in real time.

- At the completion of each work week, the Merjent GIS specialist will pull the data entered on the map by the field crews into a spreadsheet, which the deputy project manager will use to summarize the data to complete a treatment record form for each day. In our experience in completing projects similar to this, by attaching a spreadsheet detailing the properties which received treatments, the application type, the chemicals and quantities used, and the area of treatment to the APM Treatment Record form, a summarized per day treatment record will suffice for the WDNR APM Permit requirements. All this data can all be easily pulled and organized from the data entered in the field on the ArcGIS map and will be used for all reporting required as part of this project.

Through the use of this tool without supplemental GPS capabilities, 10 – 15 feet of accuracy is anticipated, which should be sufficient for locating and identifying mapped populations.

The use of ArcGIS Online allows for enhanced coordination and communication between the client and the contractor. If desired, access to the online treatment tracking map can be granted, which will give the City of De Pere project manager the ability to observe progress and treatment updates in real time. At the completion of the project, shapefiles of treatment areas and pdf maps will be provided to the City of De Pere.

Treatment Approach

Merjent will provide all staff, equipment, and materials for the completion of this project as stated in the RFP. Merjent anticipates using multiple herbicide application methods and equipment in the completion of these tasks. A low-volume foliar application method will be completed using backpack sprayers in low density areas, where targeted invasive species are co-mingled with native species, in effort to minimize damage to adjacent native plants. A UTV plus skid sprayer may be used in high density areas, where monocultures of target invasive species dominate. Appropriate surfactants, adjuvants, and carriers will also be used, including appropriate dyes, allowing treated areas to remain visible for multiple days after treatment. Merjent will also use all aquatic-approved formulations of herbicide in the completion of treatments on this project.

To complete the work in the most efficient and cost-effective manner, Merjent anticipates mobilizing a field crew of two staff to complete the treatments outlined under this project. By using a team of two, this will allow for one staff to communicate with the project manager, navigate during mobilizations, and complete additional documentation and project tracking while mobilizing from site to site. Field staff will be in constant communication with the project manager throughout each day of treatment, providing updates on progress and any issues they may run into along with updating the ArcGIS Online map in real time.

At the completion of treatment at each site, a customized placard/treatment sign will be installed outside of the treatment area and located at areas of access or high traffic.

Merjent plans to complete the treatment in 2 days, but a third day may be needed due to weather, i.e. if wind direction creates a risk of off site drift.

NOTE: Prior to conducting work within the railroad properties, Merjent staff will comply with first obtaining flagger training, in accordance with regulation of Canadian National, before working in the right-of-way.

Additionally, Merjent will not be utilizing subconsultants.

Project and Herbicide Safety

Merjent provides our staff with the information, tools, and proper PPE to complete a safe, effective, and compliant herbicide treatments. All herbicide applications performed by Merjent are conducted by properly licensed applicators, adhering to accepted industry standards, and in compliance to all label requirements. Safety data sheet documents are kept with all herbicide equipment. All safety protocol stated in these documents are followed. A spill kit containing absorbent material, soap, bags, paper towels, measuring cups, etc., is required for any herbicide work and is on site at all times during any application. Secondary containment is required for mixing and loading herbicide.

Prior to any field staff completing any application on any project, field crews are required to read the label and fully understand the chemical they are using and the application in which they are using it. We stress the importance of understanding the label for the applicator's safety and in an effort to protect the environment in which we are completing the application. Merjent also educates our field staff on herbicide BMP's including managing drift and minimizing off-target damage, which will be a heavy consideration based on site conditions and vegetation composition (described in more detail under *Herbicide Application Methods and Rates*).

PPE supplied ranges from safety glasses, chemical resistant gloves, long sleeve shirts, rubber knee boots, chest waders and in certain situations we have provided respirator masks and Tyvek suits. PPE is inspected daily by staff and replaced when deemed compromised.

Anticipated Equipment

Our available equipment that we anticipate use of in the completion of this project includes:

Truck's	1 X ¾ ton Ram 2500
UTV's	1 X UTV Tracked Unit
Trailer's	1 X 20 ft Equipment
UTV Implement	1 X 55-Gal Skid Sprayer
Backpack Sprayers	3-4 Gallon Sprayers
Trash Pumps	Honda Semi Trash
Water Tanks	1-275 Gal Tanks

Herbicide Application Methods and Rates

All herbicides, surfactants, and dye used under this project will be of an aquatic-approved formulation. Herbicide application methods and rates that we anticipate using in the completion of this project include:

Broadcast Spraying:
Completed via UTV with spray rig, focusing on larger, monoculture stands of target species with no pre-identified sensitive or endangered species or other, more desirable adjacent vegetation, including susceptible woody species such as cottonwood, aspen, ash or willow.

Spot Treatments:
Completed via backpack sprayer, focusing on smaller, spotty stands of target species. This includes in areas with pre-identified sensitive or endangered species or other, more desirable adjacent vegetation, including in wooded areas.

Stem Injection/Handwicking:
Completed via glove/by hand, focusing on very small, spotty stands of target species. This includes in areas with pre-identified sensitive or endangered species or other, more highly desirable adjacent vegetation.

Mixture:

-3 pints/acre imazapyr (Polaris®)
-3 pints per acre Glyphosate (Roundup Custom®)
-3 oz. per gallon surfactant (MSO)
-1 oz. per gallon dye (Hi-Lite Blue®)

SCHEDULE

Merjent has assembled a robust team with significant capacity to deliver on all aspects of this project. The workloads of our Project Manager and Field Technicians were specifically considered when developing a team to manage this project. Furthermore, the current workloads of other key staff were considered prior to submitting this proposal, and the entire team is available to the city through the duration of this project. Our team's current and planned workload enable us to be more than capable of providing the needed resources. We can be fully dedicated to this contract, resulting in meeting or exceeding deadlines. All upcoming projects and/or contractual commitments that we have to other clients will not affect our ability to deliver the services described in the RFP.

Timeline Schedule											
Item	**Description**	**2022 - 2026**									
#	Task	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
1.	Contracting										
2.	Apply for Permits										
3.	Kick off Meeting										
4.	Herbicide Treatments										
5.	Treatment Reporting										

Treatment Window

Non-native phragmites treatments will occur starting during the summer and be completed by September 30th or before first hard frost, whichever occurs first.

TREATMENT EFFICIENTCY

Treatment efficiency is anticipated to be accomplished in two ways which includes operational efficiencies, through project implementation, and biologically, through schedule and timing of treatments. Operationally efficiencies will be achieved through our customized treatment approach and continuous communication as detailed above. Overall treatment effectivity will be achieved through schedule and timing of applications. All target species will be treated when actively growing (not in a drought state) and according to plant phenology (when most susceptible) such as flowering stages and prior to senescence. By incorporating both these efficiency enhancement approaches, Merjent is confident we will meet and or exceed the control metrics detailed in the RFP.

ACREAGE TREATED

Merjent is willing and anticipates conducting treatments to all populations and acreage listed in the six treatment sites of the RFP, in their entirety. Additionally, Merjent is willing to work with the city to treat additional populations outside of scope of work listed on in the RFP as populations are discovered or reported through change orders.

COST PROPOSAL

Project Task	Unit	Quantity	Unit Price	Total
Kickoff Meeting	LS	1	$360.00	$360.00
Glyphosate (*including dye and surfactant)	Gal	2	$80.00/gal	$160.00
Imazapyr (*including dye and surfactant)	Gal	2	$102.50/gal	$205.00
Herbicide Application	SY	23,250	$0.12/SY	$2,790.00
Herbicide Treatment Records (*includes cost of aquatic permit application)	LS	1	$415.00	$415.00
Total				$3,930.00

NOTE: Costs estimates above assume Merjent is awarded all six treatment sites in full as described in the RFP. Merjent reserves the opportunity to adjust cost estimates if awarded only a portion of the work listed in the RFP.

APPENDIX A
Resumes

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ZACHARY J. LOFTUS

PROFESSIONAL EXPERIENCE

Mr. Zach Loftus is a Senior Analyst responsible for managing ecological restoration projects and assist in the operations of Merjent's restoration program. Mr. Loftus has over 10 years of experience in the vegetation management industry throughout the Midwest and brings his ecological restoration and program management background to improve efficiency and assist with business development and program growth. Mr. Loftus responsibilities include project estimating and review, proposal and contract generation, scheduling, coordination, and planning, recruiting and staffing, equipment/fleet management, budgeting and forecasting, and business development. Mr. Loftus also designs, implements, and manages ecological restoration projects that involve native seed and plant installation/establishment, invasive species control, wetland mitigation, stream stabilization, remediation, and project monitoring. He regularly collaborates with local and regional teams to plan both short and long-term resource management activities, including field crew and equipment delegation.

SELECT PROJECT EXPERIENCE

Wisconsin Department of Transportation – Multiple Projects, Wisconsin
Client and Project Manager. From 2017 through 2021, Mr. Loftus has completed and/or been involved in 50+ projects with WisDOT, majority of which he was the project manager. Most projects focused primarily on vegetation management, although some were as a soliciting agent and construction oversight. A highlight of some of the projects is below.

Living Snow Fence – Completed 8 projects that included the site preparation and installation of ~45,000 bareroot shrubs, ~10,000 live stakes, 1,000 containerized shrubs, 150 balled and burlapped trees within and along ~20 miles of rights-of-way of 7 different Wisconsin Highways/Interstates to help prevent snow drift in pre-identified problem areas. This included the installation of weed barrier fabric and mulch around each shrub to assist maintenance visits which occurred every two weeks during the growing season on each project.

Wetland Mitigation – Annually completed 1000's of acres of targeted invasive species control on multiple wetland mitigation sites through NE and NW Wisconsin. Management techniques included biologically timed spot herbicide treatments, mowing, and prescribed fire.

Rest Area Vegetation Maintenance – Project included the establishment maintenance of ~115 balled and burlapped trees across 7 different WisDOT Rest Areas in NW Wisconsin. This also included detailed field reporting on current tree health and site conditions. In addition to this project, Zach also completed a hazard tree assessment on three different WisDOT Rest Areas throughout the state to determine trees that required pruning and/or removal that pose a risk to public safety. Once tree work was identified, Zach developed plan

sets, obtained quotes, and subcontracted local tree care vendors to complete the work. Zach then provided oversight on the tree work as it was completed.

Roadside Pollinator Prairie Conversion – Project included an approximate 2.5 mile stretch of right-of-way located on Hwy 26 outside of Watertown, WI. This project was a pilot project, as it was coupled with a living snow fence installation to determine the logistics and how economical completing both project in sync to determine the feasibility of future projects. The install included site preparation through herbicide treatments and prescribed fire. Seed installation was completed in the fall of 2021 and maintenance will continue for two years.

Roadside Pollinator Prairie Establishment Maintenance – Project included the establishment maintenance of ~275 acres of roadside prairie across ~80 sites within the rights-of-way of I-90 from Madison, WI to the Illinois border. Tasks included prescribed mowing, spot herbicide treatments, and supplemental seeding. Also, extensive reporting was completed following each site visit.

Ho-Chuck Nation – Multiple Projects, Wisconsin

Project Manager. This invasive species control project was focused on select high-quality natural areas on Ho-Chunk Nation properties located in Jackson and Shawano Counties, totaling nearly 400 acres. Using GPS data collected as part of an invasive species inventory completed in 2013, parcels were prioritized for treatment based on invasive species cover and densities, which were prioritized from very low to high. Field crews completed multiple herbicide applications annually from 2017 through 2021, targeting herbaceous invasive species in the growing season through foliar spot treatments, and targeting woody invasive species in the non-growing season through basal bark treatments. Field crews mapped populations as treatments using ArcGIS Online, which the collected data was used for tracking, reporting, and future adaptive management planning to ensure the success of each site.

Jensen Ecology – Multiple Projects, Wisconsin, Iowa, Minnesota

Project Manager. As a sub-contractor to Jensen Ecology, Mr. Loftus managed three projects where staff assisted in the installation and maintenance of approximately 43,000 bareroot trees and shrubs on 9 different islands of the Mississippi River in SW Wisconsin, SE Minnesota, and NE Iowa.

City of Madison, Madison Parks – Multiple Projects, Madison, Wisconsin

Project Manager. From 2017 through 2021, Zach managed multiple projects annually with Madison Parks. Projects primarily focus on invasive species control and ranged in tasks from early spring invasive treatments by spot foliar herbicide to woody invasive control by chainsaws removal and on-site burning with the use of skid steers and excavators.

JF Brennan Company – Mercury Marine Cedar Creek, Cedarburg, Wisconsin

Project Manager. As a subcontractor to JF Brennan Company, Zach managed this project which focused on shoreline and upland restoration following excavation of contaminated soils and placement of clean material on Cedar Creek located in Cedarburg, Wisconsin. Field tasks included soil grading, seeding, fertilizing and placement of erosion control material

throughout the shorelines and upland areas of the approximate 1.5-mile-long stream project site. Following the installation of erosion control material, additional shoreline stabilization efforts were completed through the installation of thousands of live stakes and hundreds of container shrubs. In addition, 200+ large ball and burlap trees were installed throughout City of Cedarburg Parks and multiple private landowner yards who were affected by the project.

Wisconsin Department of Natural Resources – Multiple Projects, Wisconsin
Project Manager. Over the past 5 years, Zach has managed a handful of different projects directly for the WIDNR which were all focused on invasives species control. One of the larger projects was focused on managing phragmites and cattails within six different State Natural Areas along the shores of Lake Michigan from Marinette, WI to Green Bay, WI. Treatments were also completed along the shorelines of the Peshtigo River. Field crews covered and treated over 500 acres of phragmites populations through a combination of foliar broadcast and spot spray applications using a range of equipment from boats, marshmaster, tracked UTV's, and backpack sprayers. This project consisted of an initial treatment in 2018 and a follow-up treatment in 2019. Results observed during the 2019 follow-up treatments showed the eradication of targeted species in certain areas and the successful kill of 90 – 95% of all targeted species in others

The Nature Conservancy and Door County Soil and Water Conservation District – Multiple Projects, Door County, Wisconsin
Project Manager. In 2016 and 2017, Zach assisted in the management and coordination of a project with The Nature Conservancy (TNC) to treat invasive cattail species in two sensitive habitat locations in Door County totaling over 130 acres: Dune Lake and Mink River Estuary. Field crews used different methods of application to treat the invasive cattails, such as backpack sprayers, boats, and marshmaster, due to the location of these invasive populations and the sensitive nature of the habitat involved. Zach also managed a project with annual treatments targeting reed canary grass on the Piel Creek/Kangaroo Lake property for TNC (2017 – 2021). This is also a high quality, sensitive site that required very controlled herbicide applications due to the threatened and endangered species habitat this site provides. Zach also managed a project with another round of cattail treatments on the Dunes Lake site under the Door County Soil and Water Conservation Department in 2020 prior to a large dredging project, which was completed by marshmaster and backpack sprayers.

GSG Consultants – Nicor Dubuque Phase 3 Sensitive Area Restoration, Galena, IL
Project Manager. From 2018 – 2020, Zach managed a project as a sub-contractor to GSG that focused on the restoration of 20+ waterways and wetlands post-construction on a ~10 mile stretch of right-of-way. Tasks included the seeding and placement of erosion control material within these areas. Much coordination and planning was executed to ensure the work was completed concurrent with active construction.

Illinois Department of Natural Resources – Mississippi Palisades Woody Removal
Project Manager. In the winter of 2019-20 and 2021, field crews completed ~60 acres of dry mesic and upland mesic forest enhancement through removal of woody invasive species and select native woody species on the south and west facing slopes of the Mississippi

Palisades State Forest. All work was completed by hand cutting via chainsaws due to the steep terrain.

Bay Lakes Regional Planning Commission – Kewaunee County Invasive Species Control, Kewaunee County, Wisconsin

Project Manager. In 2020, Zach assisted in the management and coordination a large scale, county-wide invasive species project for the Bay Lakes Regional Planning Commission that focused on the herbicide treatment of approximate 250 acres across the entire county of Kewaunee in NE Wisconsin. The project included public and private lands and along two river systems. Equipment included backpack sprayers, UTV sprayer, boat, and marshmaster. This very large project took rough 6 weeks and completed on budget and within the timeline set forth by the client with excellent treatment results.

American Transmission Company – Davey Resource Group Utility Forestry Contract, Wisconsin

Project Supervisor. Prior to joining Merjent, Mr. Loftus was responsible for the overall project management of a utility forestry contract under American Transmission Company's Vegetation Management Program. Mr. Loftus participated in multiple job tasks within the program including right-of-way vegetation control planning and coordinating through integrated vegetation management techniques, permitting, and assured quality of work.

EDUCATION, CERTIFICATIONS, AND TRAINING

B.S., Forest Management, B.S., Urban Forestry, University of Wisconsin-Stevens Point, 2012

ISA Certified Arborist (2013)

ISA Certified Utility Specialist (2015)

NWCG Burn Certifications: S-130, S-190, L-180 (2009)

Wisconsin Pesticide Applicator Certification: 5.0 Aquatic and Mosquito, 6.0 Right-of-Way

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LEVI KOSKI

PROFESSIONAL EXPERIENCE

Levi Koski is an Ecological Restoration Ecologist with 11 years of professional experience in the natural resources' fields of fisheries, wildlife, forestry, endangered resources, and restoration. Mr. Koski specializes in wildlife habitat establishment and management, as well as ecological restoration including prescribed burning, invasive species management, and plant propagation, and sustainable forestry management with experience in timber cruising and marking and MFL plan reviews. Mr. Koski has expert experience in the field of prescribed burning, maintains burn boss certifications and is a U.S Department of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) Prescribed Fire Practitioner. His expertise includes wetland mitigation planning and monitoring, ecological consulting services, ecological implementation services, and habitat management services.

SELECT PROJECT EXPERIENCE

Wetland Mitigation, Planning and Monitoring

Assisted with site identification, bank prospectus development, compensation site plan preparation, and agency approval. Monitored plant communities, invasive species and groundwater levels, perform tree and shrub inventories, record wildlife observations and preparation of annual reports. Projects include:

- Shoreland Leasing, Wetland Restoration, Brown County, WI
- Wisconsin Department of Transportation, 8 wetland mitigation banks, throughout Wisconsin
- Moses Creek Wetland Mitigation Site, City of Stevens Point, WI
- Menekaunee Harbor AOC Restoration, Marinette, WI

Ecological Consulting Services

Conduct various assessment, planning, design, mapping, survey, construction oversight and monitoring tasks associated with restoration and management of native habitats including prairies, wetlands, shorelines, dunes, and woodlands. Performed native community, plant and invasive species surveys and mapping. Projects include:

- Storm Water Facility Assessments, Village of Bellevue, WI
- Storm Water Facility Assessments, City of Green Bay, WI
- Storm Water Facility Assessments, Village of Howard, WI
- Storm Water Facility Assessments, City of Oshkosh, WI

Ecological Implementation Services

Perform various site preparation, seed and plant installation, herbivore protection and erosion control tasks associated with restoration of native habitats including prairies, wetlands, shorelines, dunes, and woodlands. Projects include:

- Native planting, protection and erosion control tasks around storm water ponds, City of Green Bay, Village of Bellevue and Village of Howard public works departments.

- Prairie installation, University Research Park, Madison, WI; City of Green Bay, WI and Wisconsin Department of Transportation.
- Native wet meadow seeding, Shoreland Leasing, Green Bay, WI.

Habitat Management Services

Conduct various invasive species control operations associated with restoration of native habitats including prairies, wetlands, shorelines, dunes, and woodlands. Tasks include mowing, cutting, spot herbicide treatments and seeding. Project examples include:

- Wisconsin Department of Natural Resources-invasive species removal-514 acres.
- Wisconsin Department of Transportation-invasive species removal-1,170 acres.
- The Nature Conservancy-invasive species removal-280 acres.
- Door County Land Trust-invasive species removal-25 acres.
- U.S. Fish and Wildlife Service-invasive species removal-30 acres.
- City of Green Bay-invasive species removal-7 storm water basins, native seeding-2 landfills-32 acres.
- City of Oshkosh-invasive species removal-15 storm water basins.
- Village of Bellevue-invasive species removal-15 storm water basins.
- Menekaunee Harbor AOC Restoration-invasive species removal, live planting native plugs.

Prescribed burning

Maintain position as burn boss and oversee a burn crew as well as implement prescribed burns. Tasks include construct Rx burn plans and maps, coordinate with state and local fire agencies to acquire burning permits, monitor weather, fuel conditions and burning restrictions, install burn breaks, oversee burning. Performed over 200 burns on over 2,500 acres in both the public and private sector. Projects include:

- Wisconsin Department of Natural Resources
- City of Green Bay, WI
- City of Oshkosh, WI
- Village of Bellevue, WI
- USDA NRCS
- University Research Park and Ultratec, Madison, WI
- Eden Stone, Valders, WI
- Heckrodt Wetland Reserve, Menasha, WI
- Baird Creek Preservation Foundation, Green Bay, WI
- Wisconsin Waterfowl Association, Abrams, WI
- Winnebago County Parks, Oshkosh, WI
- Oneida Nation of Wisconsin, Oneida, WI
- Multiple private land owners throughout Wisconsin

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EDUCATION, CERTIFICATIONS, AND TRAINING

B.S., Environmental Science and Policy, University of Wisconsin – Green Bay, Green Bay, WI, 2014

A.S., Natural Resources Tech, Fox Valley Technical College, Fox Valley, WI, 2011

S-190 Intro Wildland Fire Behavior

S-130 Basic Wildland Firefighting

L-180 Human Factors in Wildland Firefighting

S-290 Intermediate Wildland Fire Behavior

S-219 Firing Operations

S-390 Introduction to Fire Behavior Calculations

S-212 Wildland Fire Chainsaws

IS-700 Nat'l Incident Management Systems

IS-100 Incident Command System

WDNR Prescribed Burn Seminars

WI Pesticide Applicator (Cat. 5.0 and 6.0)

Fecon 90, 130 and 140 Forestry Mowers

CPR/AED/First Aid

ATV Safety

NHI Training

USDA Forest Service Qualified Cruiser

WDNR Chain Saw Safety

Tractor with bucket

ASV Posi Trak Skid Steer

Forklift

Trailering and Load Security

Winch and Recovery

Manage Forest Law

Silviculture Orientation

Forest Habitat Type Classification

Game of Logging - Clearing Saws

Game of Logging - Collegiate Chainsaw

WNRCS - Prescribed Fire Practitioner

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PRESTON RYE

PROFESSIONAL EXPERIENCE

Preston Rye is a GIS Consultant with over four years of experience in environmental consulting, focusing on utility, transportation, and government clients. His expertise includes developing maps and performing spatial analysis for permitting and other client needs; creating and/or managing project data; publishing and hosting ArcGIS Online services and applications; training staff on the use of Esri software; and supporting field staff by setting up survey maps and processing field data. Mr. Rye has worked on electric/gas transmission, solar, environmental assessment (EA), and wetland delineation projects in Wisconsin, Michigan, Minnesota, Illinois, Indiana, Texas, and California. Furthermore, Mr. Rye has worked on projects for Wisconsin Department of Transportation, American Transmission Company (ATC), Wisconsin Public Service and other utility clients, while providing GIS support for multiple Wisconsin Department of Natural Resources (WDNR) In-Lieu Fee projects. Mr. Rye is well-versed in working with data provided by the WDNR, U.S. Army Corps of Engineers, U.S. Geological Survey, Wisconsin Historical Society, as well as other federal, state, and local data.

SELECT PROJECT EXPERIENCE

American Transmission Company – Howards Grove to Erdman CPCN Filing (2020-2022)

GIS Analyst. Provided GIS Support for ATC's Certificate of Public Convenience and Necessity and Certificate of Authority filings with the Public Service Commission (PSC) of Wisconsin (PSCW) along the 7-mile route from Howards Grove to Erdman Substations. Mr. Rye led the GIS effort by completing desktop analysis of environmental conditions, creating web maps to support field surveys, data processing, and creating maps and impact tables for WDNR concurrence and Utility General Permit 3 and NR216 permitting efforts. Mr. Rye also compiled the various tables and GIS data needed to support the PSC application.

Confidential Client – Transmission Line Rebuild – Wisconsin (2020-2022)

GIS Analyst. Provided GIS support throughout regulatory applications and compliance needs for construction of a new 26-mile transmission line and two new substations in the Bayfield Peninsula, Wisconsin. Due to the sensitive resources within the project area, it was particularly important to provide thorough and spatially accurate resource reviews along the difficult terrain, facilitating the reduction and justification of impacts, and allowing for efficient agency review and approval to keep the project on schedule. Mr. Rye provided extensive support for the project including geospatial analysis, impact calculations and reporting, client data integration and sharing, and map preparation for field surveys and permit applications.

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Confidential Client – Transmission Line Rebuild – Wisconsin (2020-2022)
GIS Analyst. Provided GIS support throughout regulatory applications and compliance needs for a project to replace 370 transmission line structures over approximately 100 miles stretching from the St. Croix River near Afton, Minnesota to near Stevens Point, Wisconsin. Due to the size and complexity of this project, special emphasis was placed on completing tasks efficiently and maintaining open communication with the client to ensure all work was being completed to their expectations. Mr. Rye provided extensive support for the project including geospatial analysis, impact calculations and reporting, client data integration and sharing, and map preparation for field surveys and permit applications.

American Transmission Company – Vegetation Management Screenings (2020-2022)
GIS Analyst. Mr. Rye performed hundreds of miles of desktop review throughout Wisconsin, Michigan, and Minnesota to support the endangered resources review. In addition, Mr. Rye assisted with the creation and management of the tables, maps, and letters to the WDNR.

American Transmission Company – Hiawatha NEPA Operating Plan – Hiawatha National Forest (2019-2020)
GIS Analyst. Provided GIS support as ATC updated their 30-year plan for operations and maintenance work conducted within the Hiawatha National Forest (Forest). Addressed issues around vegetation management, herbicide use, endangered species protection, wildfire protection, plus recreation and cultural resources. The operating plan accompanied an EA to satisfy the National Environmental Policy Act analysis required by the Forest to evaluate the impacts of ATC operations and maintenance on Forest resources. Mr. Rye provided extensive support for the project including geospatial analysis, sensitive species review and documentation, cultural resource mapping, client data integration and sharing, and online mapping including a project story map shared with the public and the US Environmental Protection Agency as part of the permitting process.

Wisconsin Department of Transportation – Multiple Delineation Projects (2020-2022)
GIS Analyst. Provided GIS support to field staff by creating ArcGIS Online survey maps for approximately 40 projects. Following field work, data was processed and delineation maps and tables were created to be included in the delineation report. Mr. Rye also converted GIS data to CAD to be provided to the client. Additional work was needed on several projects, such as a ~6,000-acre farmed wetland determination and desktop review of wetlands and waterways on a project spanning from Juneau to Columbia County.

Wisconsin Public Service – Multiple WR Projects (2018-2020)
GIS Specialist. Tasked with accurately converting engineering sketches into GIS data that could be used to guide field work and permitting. Approximately 70 projects were digitized and provided to field staff. Upon the completion of field work, Mr. Rye processed and provided the data to the client, as well as compiled various maps for permit needs.

Wisconsin Department of Natural Resources – Multiple In-Lieu Fee Projects (2018-2021)

GIS Specialist. Provided GIS support on multiple In-Lieu Fee sites, such as McMillian, Heinze, and Hallie Marsh. Assisted with the search for potential sites, address compilation and mailings, initial field work setup and data processing, conceptual design mapping, and post construction monitor mapping.

EDUCATION, CERTIFICATIONS, AND TRAINING

M.S., GIS Administration, University of West Florida, December 2021

B.S., Hydrology and Soil Science, University of Wisconsin – Stevens Point, May 2017

Natural Heritage Inventory (NHI) Training, WDNR, 2018

merjent

KYLE S. LUTHER

PROFESSIONAL EXPERIENCE

Kyle Luther is the Vice President of Safety with over 10 years of experience specializing in field safety. Kyle is also a Senior Environmental Analyst specializing in environmental field surveys, reporting, permitting, and project management in the Midwest for a variety of clients. Kyle represents his clients by providing safety plans, wetland delineations, vegetation surveys, hydrology monitoring, and erosion control monitoring. He conducts desktop reviews prior to fieldwork and prepares technical reports following field investigations. Kyle's ecological restoration background consists of safety coordination, management plans, native seeding, prescribed burning, and invasive species control on several prairie, wetland, and woodland restoration sites.

SELECT PROJECT EXPERIENCE

Reynolds Creek Wetland Mitigation Bank | Indiana (2020 – Present)
Field and safety lead for restoration activities that include site inspections, invasive species control, native seeding, and prescribing and implementing adaptive management plans guided by performance standards. Responsible for year-end reporting.

Rock Energy Cooperative | Southern Wisconsin and Northern Illinois (2017 – 2020)
Project Manager for the vegetation management and inventory of 500+ miles of distribution right-of-way. Responsible for leading field staff, preparing cost-estimates, proposals, permit applications, and year-end reports.

American Transmission Company – Badger Coulee | Wisconsin (2015 – 2020)
Field lead for pre- and post-construction surveys. Surveys consists of wetland delineations, invasive species documentation, and vegetation inventories for the Badger Coulee Segments 1-8.

Wisconsin Department of Transportation – Lost Creek Wetland Mitigation Site | Wisconsin (2016 – 2020)
Field lead for restoration, vegetation monitoring, and reporting. Data collection includes inventories at several locations and floristic quality assessments. Restoration activities included directing crews regarding pesticide applications, native seeding, prescribed burning, and selective woodland thinning. Prepared aquatic treatment permit applications and submitted treatment records.

Enbridge - Kalamazoo River Restoration, Line 6B | Michigan (2015 – 2016)
Field Manager responsible for leading field crews and coordination with the client regarding the invasive species control of several invasive species along the floodplain of the

Kalamazoo River. Treatment methods consisted of basal bark treatments, foliar spraying, and backpack wicking.

Enbridge - Kalamazoo Ceresco Dam Restoration, Line 6B | Michigan (2014)

Field Manager responsible for leading field crews and coordination with the client regarding the restoration of the historic floodplain of the Kalamazoo River. Duties consisted of constructing soil lifts, live-staking, native seeding, and erosion control blanket installation.

EDUCATION, CERTIFICATIONS, AND TRAININGS

B.S., Forestry and Business Administration, University of Wisconsin–Stevens Point, 2010

UW Extension, Critical Method in Wetland Delineation: 2019 - Present

Natural Heritage Inventory (NHI) Training, Wisconsin DNR: 2020

UW Extension, Plant Identification: Grasses, Sedges, Rushes Workshop (2018)

UW Extension, Wetland Hydrology Training: 2017

Wisconsin DNR Karner Blue Butterfly HCP Monitoring Training: 2016

OSHA 30-Hour Training: 2016

UW Extension, Hyrdic Soils Training: 2015

UW Extension, Basic Wetland Delineation Training: 2014

CPR and First Aid: 2014 - Present

NWCG Burn Certifications: S-130, S-190, L-180 (2013)

WI Pesticide Applicator's License: 2010 - Present

FISTA Basic Chainsaw Safety: 2010

APPENDIX B
Proposed Fee Schedule

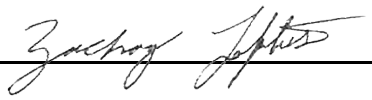
PROPOSED FEE SCHEDULE:

Company Name: Merjent, Inc.

Company Address Line 1: 126 N Speedway Lane, Building E

Company Address Line 2: Kaukauna, WI 54130

Company Representative: Zach Loftus

Signature: 

Fee (Total): $3,930.00

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

Item #	Description	Unit	Quantity	Unit Price	Total
A	Kickoff Meeting	LS	1	$360.00	$360.00
B	Glyphosate	GAL	2	$80.00	$160.00
C	Imazapyr	GAL	2	$102.50	$205.00
D	Herbicide Application	SY	23,250	$0.12	$2,790.00
E	Herbicide Treatment Records	LS	1	$415.00	$415.00
				PROPOSAL TOTAL	$3,930.00

REQUEST FOR PROPOSALS
FOR
2022 PHRAGMITES MITIGATION

The City of De Pere would like to invite your firm to submit a proposal to complete phragmites mitigation within City-owned properties and stormwater management facilities.

Your proposal shall be submitted to Eric Rakers, City Engineer, by Wednesday, July 6 at 1:00 PM CDT. Proposals shall be submitted via email at erakers@deperewi.gov. All submitted proposals shall include the following:

1. A statement regarding the contractor's capacity to perform the work, including
   a. The number of people on the herbicide treatment team and their roles.
   b. The range of phragmites populations treated in a typical workday.
2. Indicate any services to be provided by subconsultants.
3. Wisconsin DATCP Commercial Pesticide Applicator certification and license number of the individuals responsible for treatment, chemical storage, transport, and application.
4. Relevant experience and two references for similar work completed.

GENERAL INFORMATION:

City of De Pere is seeking qualified contractors for services to control invasive phragmites within City-owned properties and stormwater management facilities and Canadian National Railroad right-of-way behind Terry lane. Phragmites (Common Reed Grass, *Phragmites australis*) is a non-native variety of phragmites and is threating the ecological health of the City's stormwater facilities by displacing native vegetation.

The objective of this RFP is to chemically treat phragmites at locations identified by City staff using a combination of glyphosate and imazapyr. Application rates are further outlined in the scope of work. Within the past year, the City has mechanically cut phragmites to provide access for chemical treatment.

SCOPE OF WORK:

The chosen firm will be tasked in completing phragmites mitigation at locations designated by City staff. The majority of the correspondence and review will be completed via email and by phone with Eric Rakers, City Engineer. The treatment locations identified as part of this RFP are as follows:

1. Killarny Pond (Parcel #: ED-2807).
2. Drainage Ditch at 2184 Trailside Lane. Ditch is south of S. Melcorn Circle and west of Trailside Lane in the rear easement of Parcel #: ED-2804.

3. Pecatonica Pond outfall from the storm water detention pond to the East River. 798 Pecatonica Court (Parcel #: ED-2504). This ditch spans multiple parcels.
4. Rear drainage easement along Terry Lane on the Canadian National Railroad right-of-way. Starts at 2020-2022 Terry Lane (Parcel #: WD-758-103) and works south to 1110 Terry Lane (Parcel #: WD-D0079-2).
5. 2191 American Boulevard (Parcel #: WD-L176) along the City's rail spur.
6. 2010 Venture Avenue (Parcel #: WD-1049-2) along the City's rail spur.

Meetings

Prior to work start, the City will hold a kickoff meeting to review the phragmites treatment locations and the scope of the RFP with the consultant. All subconsultants shall be present for this meeting.

Chemical Treatment Preparation

The City has identified the following items requiring preparation in advance of the phragmites mitigation:

1. Identification of treatment date(s).
2. A brief description of the proposed phragmites treatment approaches including the proposed equipment to be used.
3. Submittal of material data safety sheets (MSDS) for both glyphosate and imazapyr including manufacturer's application and mixing directions.
4. Submittal of completion of flagger training requirements for work along the Canadian National (CN) railroad right-of-way.

Chemical Treatment

Treatment of phragmites shall be a combination of glyphosate and imazapyr applied after plants are in full bloom in late summer. The herbicide rate shall be three pints of glyphosate and three pints of imazapyr per acre.

The following tasks summarize the scope of work to be completed by the contractor:

1. Treat targeted species in the outlined areas of De Pere according to maps and data provided by the City. Locations identified are also subject to consultant's discretion, within the period specified in this request or as otherwise agreed upon by the selected contractor and the City.
2. Oversee and manage all herbicide application and other treatment efforts in cooperation with the City.
3. Provide notice to and coordination with De Pere prior to treatments.

4. Implement effective control treatment for Phragmites (Common Reed Grass, *Phragmites australis*) using established best management practices and in compliance with all label instructions and all applicable federal, state, and local regulations.
5. Follow the certification, licensing, and permit requirements as required by Wisconsin Administrative Code and administered by the Wisconsin Department of Natural Resources; the Wisconsin Department of Agricultural, Trade, and Consumer Protection for herbicide applicators; and local permitting requirements as necessary.
6. Follow the required reporting and recordkeeping obligations by tracking and submitting the location and type of invasive species treated for each population, including the date and method of treatment.

The consultant will call or meet at least once a day with the City to report job progress and receive new job assignments while work on this proposal is in progress.

SCHEDULING:

The City anticipates taking proposals to the Board of Public Works and Common Council on July 11 and July 19, 2022 for consideration and approval. Chemical treatment of phragmites is planned to take place during the summer dry season and completed by September 30, 2022.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

FEE:

The proposed fee schedule shall be submitted on the attached form. The hours listed on the attached fee schedule are estimated and will be paid by actual hours completed. A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

DELIVERABLES:

The deliverables for the phragmites mitigation project include the following:

1. Herbicide certification/licensing. Any applicator applying herbicides in a situation that requires certification or licensing by the Wisconsin Department of Agriculture, Trade, and Consumer Protection, according to Wisconsin Statutes and Wisconsin Administrative codes, must provide City of De Pere with a copy of its certification and/or license prior to field application.
2. Permit and treatment records. When a permit is required under Wisconsin Administrative Code, the contractor is responsible for completion and submittal of such permit.
3. Time and materials records. Records for work implemented under this project must be documented in an invoice or similar format. The records shall include the following information, as appropriate: name of contractor performing the work, appropriate professional titles and certifications, name of this project, dates and description of work, cost of equipment/supplies, and hours logged by date and multiplied by per hour rate.
4. Recommendations of future phragmites treatment measures that the City should undertake in the future.

ADDITIONAL INFORMATION:

The City will provide the following to the consultant for the phragmites mitigation project:

1. Electronic maps of the phragmites treatment locations in either ArcGIS or AutoCAD format.
2. GPS coordinates of identified phragmites locations.
3. Staking and flagging of treatment locations and site square yardages.
4. Mechanical trimming of phragmites to allow for site access at locations identified by the consultant in advance of the treatment date. The City will require a minimum two week notice to mechanically trim for site access.

Additionally, the city will complete all notification to affected residents, businesses and the Canadian National Railroad prior to the treatment date. Additional costs for working on Canadian National Railroad right-of-way will be paid for by the City. These costs may include permit fees, flaggers, and/or consultant staff training.

A sample consultant agreement is attached.

PROPOSED FEE SCHEDULE:

Company Name: _____

Company Address Line 1: _____

Company Address Line 2: _____

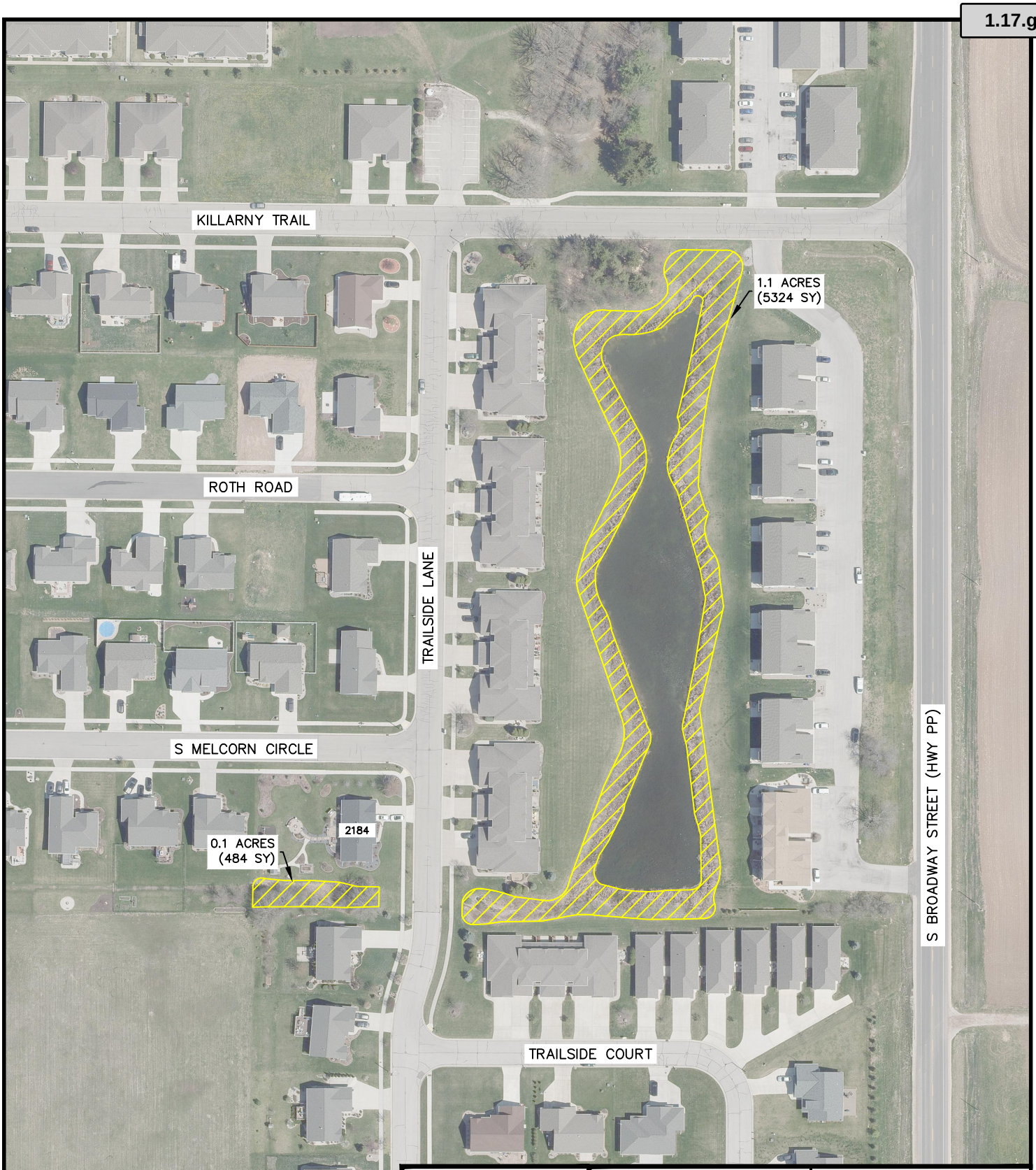
Company Representative: _____

Signature: _____

Fee (Total): _____

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

Item #	Description	Unit	Quantity	Unit Price	Total
A	Kickoff Meeting	LS	1	$	$
B	Glyphosate	GAL	2	$	$
C	Imazapyr	GAL	2	$	$
D	Herbicide Application	SY	23,250	$	$
E	Herbicide Treatment Records	LS	1	$	$
				PROPOSAL TOTAL	$



N

0 75' 150'

DE PERE

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

LOCATION: #1 & #2

KILLARNY POND & 2184 TRAILSIDE DRAINAGE DITCH

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



DE PERE

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

LOCATION: #3

PECATONICA POND OUTFALL

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



N

0 100' 200'

DE PERE

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

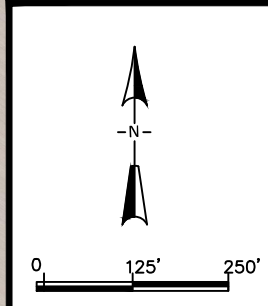
LOCATION: #4

TERRY LANE DRAINAGE EASEMENT

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK





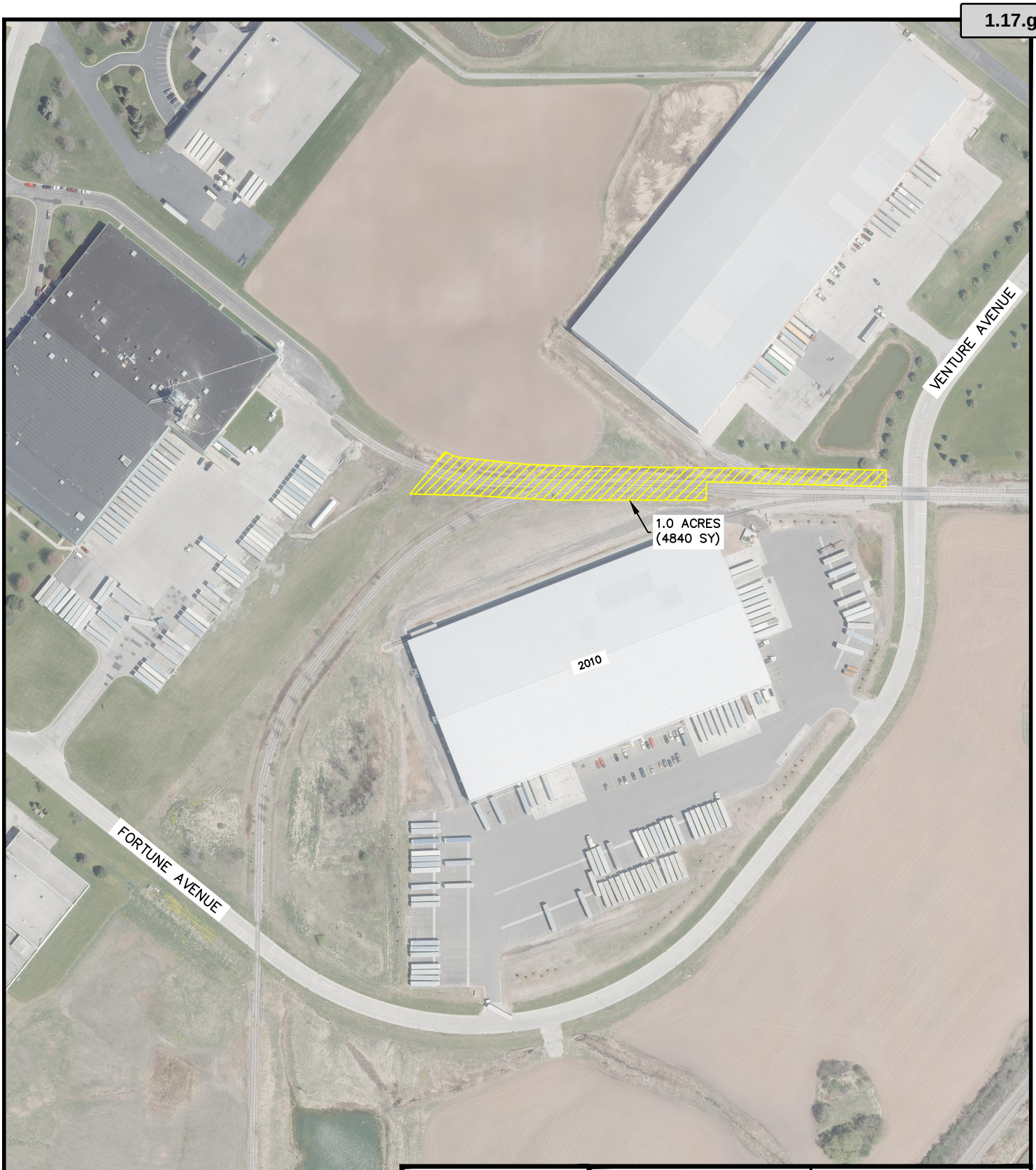
DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

LOCATION: #5

2191 AMERICAN BOULEVARD

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



N

0 125' 250'

DE PERE

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

LOCATION: #6

2010 VENTURE AVENUE

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____(CONSULTANT NAME)_____
(Project Name)

THIS AGREEMENT made and entered into this ___ day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ _____("Consultant").

WITNESSETH

WHEREAS, the City is in need of_____(project description)_____ _____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

SAMPLE

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in 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.

SAMPLE

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. 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.

VIII. TIME FOR COMPLETION

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

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of 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.

X. RESPONSIBILITY OF CONSULTANT

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

XI. 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

SAMPLE

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.

XII. 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.

XIII. 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,

SAMPLE

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.

XIV. SUBCONTRACTS

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

XV. 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.

XVI. 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.

XVII. 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.

XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be

SAMPLE

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. 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 XIX.

XIX. 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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. 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.

SAMPLE

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXI. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME) CITY OF DE PERE, WISCONSIN

By: _____ By: _____
Name: _____ James G. Boyd, Mayor

By: _____ By: _____
Name: _____ Carey E. Danen, City Clerk

SAMPLE

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City of De Pere
2022 Contractor List for Phragmites Mitigation

Business Name	Email	Address	Post Office	Phone
Integrated Lakes Management	info@ilmenvironments.com	961 S. Cogswell Street	Salem, WI 53168	262-977-7755
Clarke Aquatic Services, Inc.	clarkeaquatics@clarke.com	159 N. Garden Avenue	Roselle, IL 60172	630-488-9809
Tallgrass Restoration, LLC	info@tallgrassrestoration.com	3129 East County Road N	Milton, WI 53563	608-531-1768
Aquatic Enhancement & Survey, Inc.	sbanfield@aquaticenhancement.com	PO Box 1036	Angola, IN 46703	260-665-8226
Blue Heron Ministries, Inc.	stuartbheron1@hotmail.com	2955 W Orland Road	Angola, IN 46703	260-316-2498
Merjent	levi.koski@merjent.com	126 N Speedway Lane, Building E	Kaukauna, WI 54130	920-944-8837
Apple Valley Landscaping, LLC	bev@applevaleyllc.com	1670 Mar-El Road	De Pere, WI 54115	920-336-0667
Greenleaf Landscaping & Gardens	discovergreenleaf@gmail.com	6919 County Hwy PP	Greenleaf, WI 54126	920-864-7778
Schmidt's Landscaping & Nursery	bbinversie@tds.net	PO Box 87	Sheboygan Falls, WI 53085	920-565-3782
Willems Landscape Service, Inc.	willemslandscape@yahoo.com	3661 Creamery Road	De Pere, WI 54115	920-336-1749

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Recommendation from the Finance Committee on the approval of the 2021 Management Letter and Financial Statements.**

The Finance/Personnel Committee voted unanimously to recommend approval of this item at its July 12, 2022 meeting.

ATTACHMENTS:

- Signed Executive Summary City of De Pere (PDF)
- Signed Final Report and Financial Statements City of De Pere 7.19.22 (PDF)

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City Council
City of De Pere
De Pere, Wisconsin

This Executive Audit Summary and Board Communications present information which we believe is important to you as members of the City Council. We encourage you to review the sections of this report, the audited financial statements, and the auditors' reports.

We would be pleased to furnish additional information with respect to these suggestions and discuss this memorandum with you at your convenience. We wish to express our appreciation to the City for the courtesies, cooperation, and assistance extended to us during the course of our work.

CliftonLarsonAllen LLP

Scott Sternhagen, CPA
Principal

Dan Fochs, CPA
Manager

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CITY OF DE PERE, WISCONSIN

EXECUTIVE AUDIT SUMMARY AND BOARD COMMUNICATIONS

DECEMBER 31, 2021



WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING

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CITY OF DE PERE, WISCONSIN
TABLE OF CONTENTS
DECEMBER 31, 2021

EXECUTIVE AUDIT SUMMARY 1

I. FORMAL REQUIRED COMMUNICATION 2

II. INTERNAL CONTROL LETTER 5

APPENDIX A

FINANCIAL TRENDS OF YOUR DISTRICT 7

COMMENTS, OBSERVATIONS, AND RESPONSES - DEPARTMENTAL REVIEW 15

STATUS OF PRIOR YEAR COMMENTS AND OBSERVATIONS 17

APPENDIX B

TECHNICAL UPDATE 18

EXECUTIVE AUDIT SUMMARY FOR CITY OF DE PERE, WISCONSIN YEAR ENDED DECEMBER 31, 2021

We prepared this Executive Audit Summary in conjunction with our audit of the City's financial statements for the year ended December 31, 2021.

Audit Opinion

The financial statements are fairly stated. We issued what is known as a "clean" audit report.

Internal Controls

Our report on internal control included the following deficiencies in internal controls over financial reporting:

Significant Deficiencies:

- Finding 2021-001 Preparation of Annual Financial Report

Material Weaknesses

- Finding 2021-002 Material Adjusting Journal Entries

Compliance Findings

There were no separate compliance findings reported.

Summary Financial Information

See page 8 through 14 for information related to fund balances, revenues, and expenditures.

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FORMAL REQUIRED COMMUNICATIONS

City Council
City of De Pere
De Pere, Wisconsin

We have audited the financial statements of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of City of De Pere (the City) as of and for the year ended December 31, 2021, and have issued our report thereon dated July 11, 2022. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit in our Engagement Letter dated December 22, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during 2021.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the financial statements were:

- Depreciation of capital assets
- Accumulated sick leave
- Net pension (WRS) asset/liability and related deferred outflows and inflows of resources
- OPEB liability and related deferred outflows and inflows of resources

Management's estimate of useful lives for depreciable assets is based upon analysis of the expected useful life of the capital assets. The useful life of a depreciable asset determines the amount of depreciation that will be recorded in any given reporting period as well as the amount of accumulated depreciation that is reported at the end of a reporting period.

Management's estimate of accumulated sick leave is based upon analysis of the employees sick leave balance. We have evaluated the key factors and assumptions and the consistency in these factor and assumptions used to develop the estimate in determining that they are reasonable in relation to the financial statements taken as a whole.

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City Council
City of De Pere

Management's estimate of the net pension asset/liability and related deferred inflows and deferred outflows of resources is based on an actuarially determined calculation of the City's proportionate share of the net pension liability of cost-sharing multiple-employer pension plans sponsored by the Wisconsin Retirement System in which the City participates.

Management's estimate of the OPEB liability and related deferred inflows and deferred outflows of resources is based on an actuarially determined calculation prepared by a professional actuarial firm.

We reviewed and tested management's procedures and underlying supporting documentation in the areas discussed above and evaluated the key factors and assumptions used to develop the estimates noted above in determining that they are reasonable in relation to the financial statements taken as a whole. We concluded that the accounting estimates and management judgments appeared to consider all significant factors and resulted in appropriate accounting recognition.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Copies of the audit adjustments are available from management.

Corrected misstatements

The following material misstatements detected as a result of audit procedures were corrected by management:

- Recorded correction of principal payments on short-term note
- Record additional payable for developer incentive
- To adjust special assessment receivable and deferred inflow

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the attached management representation letter dated July 11, 2022.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

City Council
City of De Pere

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Significant findings or issues that were discussed, or the subject of correspondence, with management

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year. The following summarizes the significant findings or issues arising during the audit that were discussed, or were the subject of correspondence, with management:

- Finding 2021-001 Preparation of annual financial report.
- Finding 2021-002 Adjustments to the City's Financial Records

Supplementary information in relation to the financial statements as a whole

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

With respect to the detailed comparison of budgeted and actual revenues and expenditures of the General Fund, combining balance Sheet and combining statement of revenues, expenditures, and changes in fund balances of the nonmajor governmental funds, combining statement of net position, combining statement of revenues, expenses, and changes in net position, and combining statement of cash flows of Internal Service Funds, schedule of water utility operating revenues and expenses (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the detailed comparison of budgeted and actual revenues and expenditures of the General Fund, combining balance Sheet and combining statement of revenues, expenditures, and changes in fund balances of the nonmajor governmental funds, combining statement of net position, combining statement of revenues, expenses, and changes in net position, and combining statement of cash flows of Internal Service Funds, schedule of water utility operating revenues and expenses to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated July 11, 2022.

* * *

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

This communication is intended solely for the information and use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
July 11, 2022

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INTERNAL CONTROL COMMUNICATIONS

City Council
City of De Pere
De Pere, Wisconsin

In planning and performing our audit of the financial statements of the governmental activities, the business type activities, each major fund, and the aggregate remaining fund information of (the City) as of and for the year ended December 31, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to fraud or error may occur and not be detected by such controls. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis.

Material weakness

A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the following deficiency in the entity's internal control to be a material weakness:

- Finding 2021-002 Adjustments to the City's Financial Records

Significant deficiency

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the entity's internal control to be a significant deficiency:

- Finding 2021-001 Preparation of Annual Financial Report

* * *

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City Council
City of De Pere

The purpose of this communication is solely to describe the scope of our testing of internal control over financial reporting and the results of that testing. This communication is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
July 11, 2022

APPENDIX A

FINANCIAL TRENDS OF YOUR CITY

The following graphs reflect financial trends of City of De Pere. Information related to fund balances, revenues, and expenditures on pages 8 through 14 were obtained from current and prior year audit reports.

OBSERVATIONS AND RECOMMENDATIONS – HEALTH DEPARTMENT

See page 15 through 16 for information related to the review of policies, processes and procedures with the Health Department and applicable recommendations for improvements.

CITY GOVERNMENTAL FUND BALANCES

A comparative summary of the City's fund balances as shown on December 31, 2021 and 2020 follows:

	12/31/21	12/31/20
General Fund		
Nonspendable for		
Inventories and prepaid items	$ 150,696	$ 136,159
Special assessments held by County	57,162	33,912
Advances to other funds	2,470,385	27,821
Restricted for		
Recreation scholarship	32,409	28,776
Fire UTV fund	-	859
Property tax relief and economic development	191,232	216,024
Committed for		
Subsequent years' expenditures	-	231,360
Non-lapsing funds	513,994	445,976
Unassigned	7,017,753	6,760,606
Total General Fund Balance	10,433,631	7,881,493
Debt Service Fund		
Restricted for debt service	2,318,646	1,709,771
Special Revenue Funds		
Restricted for		
Loans	806,836	659,025
Park land acquisition	147,556	132,256
Committed for Subsequent years' expenditures		
Dog Park	12,876	12,275
Riverwalk pier	230,740	230,740
Southwest Park equipment	57,929	30,922
De Pere Micro Fund Loan	-	100,008
Unassigned (Deficit)		
De Pere Micro Fund Loan	(106,096)	-
Total Special Revenue Funds	1,149,841	1,165,226
Capital Projects Funds		
Restricted for		
Pool Capital Projects	-	650,065
TID No. 5	-	2,360,961
TID No. 6	3,227,273	-
TID No. 8	1,395,584	896,917
TID No. 11	502,110	-
TID No. 12	1,627,935	767,480
TID No. 13	463,229	881,615
TID No. 14	542,490	529,254
TID No. 15	305,221	636,213
Committed for Subsequent years' expenditures		
Capital Equipment	725,927	787,414
Community Center	10,023	9,523
Police/Fire Expansion	2,932	2,932
Unassigned (Deficit)		
Public Improvements	(323,576)	(720,621)
Pool Capital Projects	(1,472,715)	
TID No. 6	-	(271,654)
TID No. 7	(1,552,270)	(1,335,742)
TID No. 9	(288,859)	(858,148)
TID No. 10	(1,080,684)	(471,491)
TID No. 15	-	(289,743)
TID No. 16	(41,022)	(40,953)
TID No. 17	(7,991)	-
Total Capital Projects Funds	4,035,607	3,534,022
Total Governmental Fund Balances	$ 17,937,725	$ 14,290,512

Additional information on the fund balances is presented below:

General Fund

In total the City's general fund increased $2,552,138 in 2021. Overall, the City's general fund balance continues to remain in stable financial condition entering the 2022 budget year. Additional information on various components of the City's general fund balance follows.

The City Council adopted a minimum unassigned general fund balance policy of 25% of the subsequent year General Fund budgeted expenditures. The purpose of the minimum fund balance amount is to ensure there are available cash funds for operating purposes and to segregate that portion of the general fund that is not available for current transfer or appropriation. On December 31, 2021, the City's unassigned general fund balance totaled $7,017,753 and was higher than 25% of the 2022 budgeted expenditures which totaled $4,806,566. Furthermore, the Council approved a policy whereby the unassigned reserve account should maintain a balance between 25% and 35% of the subsequent year General Fund budgeted expenditures; 35% of 2022 budgeted expenditures amounted to $9,729,192.

Tax Incremental Districts

The City maintains separate accounting funds for each Tax Incremental Districts (TID) created in accordance with Section 66.1105 of the Wisconsin Statutes. At the time the Districts were created, the property tax base within each District was "frozen" and increment taxes resulting from increases to the property tax base are used to finance District improvements, including principal and interest on long-term debt issued by the City to finance such improvements. Information on the City's ten tax incremental districts on December 31, 2021 is presented below:

	TID 5	TID 6	TID 7	TID 8	TID 9
Date created	8/27/1996	3/3/1998	10/17/2006	8/21/2007	8/7/2012
Latest termination year	2021	2023	2033	2027	2039
Location	**West Side Downtown**	**West Side Industrial Park**	**East Downtown Business District**	**West Side Commercial Development**	**West Downtown Business District**
Status	**Recipient**	**Donor**	**-**	**-**	**-**
Fund balance at year end	$ -	$ 3,227,273	$ (1,552,270)	$ 1,395,584	$ (288,859)
Net unreimbursed cost	557,874	(613,158)	4,321,524	842,069	1,687,114
2021 Tax increment	731,204	1,941,382	119,604	563,635	44,384
2022 Tax increment	-	1,968,529	87,717	267,442	29,772
Outstanding debt due	-	1,174,611	995,000	1,415,000	1,390,800
Advances from (to) City	557,874	1,439,504	1,774,254	822,653	7,455

	TID 10	TID 11	TID 12	TID 13	TID 14
Date created	8/7/2012	9/1/2015	9/1/2015	7/18/2017	9/19/2018
Latest termination year	2032	2035	2035	2037	2038
Location	**East Side Industrial Park**	**West Side Industrial Park**	**West Side Industrial Park**	**West Side Main Avenue**	**Irwin School**
Status	**-**	**-**	**-**	**-**	**-**
Fund balance at year end	$ (1,080,684)	$ (502,110)	$ (1,627,935)	$ 463,229	$ 542,490
Net unreimbursed cost	4,922,310	1,487,891	(902,935)	2,616,771	937,510
2021 Tax increment	122,131	159,373	32,005	93,260	-
2022 Tax increment	120,688	219,256	224,990	149,089	38,281
Outstanding debt due	3,836,000	1,990,000	725,000	3,080,000	1,480,000
Advances from (to) City	5,626	(1,004,219)	(3,255,870)	-	-

	TID 15	TID 16	TID 17
Date created	2/15/2020	2/21/2020	3/16/2021
Latest termination year	2040	2040	2042
Location	West Industrial Park	East Downtown Business District	East Industrial Park
Status	-	-	-
Fund balance at year end	$ 305,221	$ (41,022)	$ (7,991)
Net unreimbursed cost	3,862,279	41,022	7,991
2021 Tax increment	-	-	-
2022 Tax increment	-	-	-
Outstanding debt due	4,167,500	-	-
Advances from (to) City	-	-	-

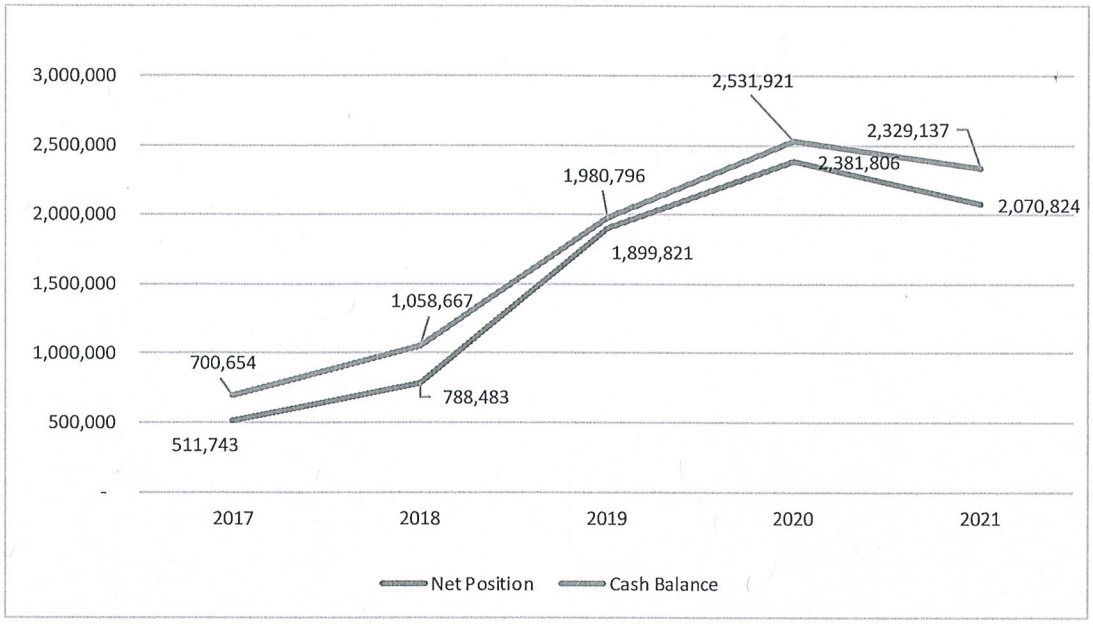
Employees Medical Self-Insurance Funds

The City utilizes two separate self-insurance internal service funds to account for health and dental claims of City employees. The funds are financed from monthly insurance premiums charged to City employees. During 2021 and in prior years the monthly health insurance premiums were generally financed at 85% by the City with City employees contributing the remaining 15%. Starting in 2022, the City has approved the change of the self-insurance funds to be financed at rates of 90% by the City and with City employees contributing the remaining 10%. Presented below is a summary of each fund's financial transactions for 2021 including comparative totals of the health and dental funds for 2020.

	Health Self-Insurance		Dental Self-Insurance	
	2021	2020	2021	2020
Revenues				
Charges for employees medical and dental insurance premiums	$ 1,736,058	$ 2,253,462	$ 144,378	$ 161,346
Expenses				
Employees health and dental claims	1,367,472	1,257,388	140,973	133,634
Administrative fees	679,650	514,780	6,113	9,306
Total Expenses	2,047,122	1,772,168	147,086	142,940
Operating Income (Loss)	(311,064)	481,294	(2,708)	18,406
Nonoperating Revenues				
Interest revenue	82	691	13,011	1
Change in Net Position	(310,982)	481,985	10,303	18,407
Net Position - January 1	2,381,806	1,899,821	46,233	27,826
Net Position - December 31	$ 2,070,824	$ 2,381,806	$ 56,536	$ 46,233

The "key" component of an internal service fund is operating income since operating revenues should approximate operating expenses on an annual basis. The health self-insurance net position at year end is 151% of health claims for 2021.

Below is a chart illustrating the change in net position and cash in the Health Self-Insurance fund over the past 5 years:



WATER UTILITY

The Water Utility reported an increase in net position of $679,025 and an operating gain of $1,189,984 for the year ended December 31, 2021.

	2021	2020
Operating Revenues		
Metered sales	$ 5,452,875	$ 4,785,289
Fire protection	1,420,755	1,519,949
Other	335,907	328,997
Total Operating Revenues	7,209,537	6,634,235
Operating Expenses		
Operation and maintenance	5,222,576	5,223,078
Depreciation	742,558	752,759
Taxes	54,419	54,034
Total Operating Expenses	6,019,553	6,029,871
Operating Income (Loss)	1,189,984	604,364
Nonoperating Revenues (Expenses)		
Interest revenue	275	688
Interest and fiscal charges	(22,327)	(36,907)
Total Nonoperating Revenues (Expenses)	(22,052)	(36,219)
Income (Loss) before Contributions and Transfers	1,167,932	568,145
Capital contributions	-	153,081
Transfers out	(488,907)	(503,414)
Change in Net Position	$ 679,025	$ 217,812

Below is a summarized cash flow for the year ended December 31, 2021 for the Water Utility with a comparative to 2020:

	2021	2020
Cash Flows from Operating Activities	$ 1,694,931	$ 1,100,309
Transfer out to the general fund	(488,907)	(503,414)
Principal payments on long-term debt	(470,000)	(457,500)
Interest payments on long-term debt	(26,618)	(41,156)
Amounts available to fund capital assets	709,406	98,239
Acquisition of capital assets	(1,560,910)	(1,079,525)
Net Change in Cash for Year Ended December 31	$ (851,504)	$ (981,286)
Due to City's other funds	$ 5,389,801	$ 4,914,181

WASTEWATER UTILITY

A comparative summary of the Wastewater Utility's change in net position for the years ended December 31, 2021 and 2020 appears below:

	2021	2020
Operating Revenues		
Measured sales	$ 7,507,905	$ 7,715,768
Other	3,303,165	2,544,570
Total Operating Revenues	10,811,070	10,260,338
Operating Expenses		
Operation and maintenance	8,075,738	7,607,561
Depreciation	661,220	721,596
Total Operating Expenses	8,736,958	8,329,157
Operating Income	2,074,112	1,931,181
Nonoperating Expenses		
Interest and fiscal charges	(10,181)	(32,779)
Income before Contributions and Transfers	2,063,931	1,898,402
Transfers in	-	481,455
Transfers out	(255,728)	(256,092)
Change in Net Position	$ 1,808,203	$ 2,123,765

Below is a summarized cash flow for the year ended December 31, 2021 for the Wastewater Utility with a comparative to 2020:

	2021	2020
Cash Flows from Operating Activities	$ 3,323,979	$ 2,141,134
Transfer out to the general fund	(255,728)	(256,092)
Transfer in from the wastewater treatment plant	-	481,455
Net transfers	(255,728)	225,363
Cash Flows from Capital and Related Financing Activities		
Acquisition of capital assets	(774,613)	(1,525,716)
Principal payments on long-term debt	(390,000)	(377,500)
Interest payments on long-term debt	(26,349)	(48,838)
Net Cash Flows from Capital and Related Financing Activities	(1,190,962)	(1,952,054)
Net Change in Cash for Year Ended December 31	$ 1,877,289	$ 414,443

The City used cash on hand to fund capital assets during 2021.

STORMWATER UTILITY

A comparative summary of the Stormwater Utility's change in net position for the years ended December 31, 2021 and 2020 appears below:

	2021	2020
Operating Revenues		
Charges for services	$ 1,951,031	$ 1,841,719
Operating Expenses		
Operation and maintenance	945,624	1,033,511
Depreciation	501,850	504,770
Total Operating Expenses	1,447,474	1,538,281
Change in Net Position	$ 503,557	$ 303,438

In 2021, the Stormwater Utility had an operating income of $503,557 in 2021 compared to an operating income of $303,438 in 2020.

COMMENTS AND OBSERVATIONS FROM DEPARTMENTAL REVIEW – HEALTH DEPARTMENT

As part of our annual audit contract, we completed a more detailed review of the special financial and reporting procedures in the City's Health Department in regards to federal and state grants. As a result of that review, we noted the following items that, we believe, the City should consider changes to provide additional internal accounting controls or otherwise improve procedures and policies:

1. Record Keeping Process:
    a. **SITUATION:** The Health Department retains the copies of the Monthly DHS CARS expenditure reports along with the supporting documentation in large, 3-ring binders.
    b. **RECOMMENDATION:** In order to retain for future reference and make record keeping more permeant, CLA recommends the Health Department begin to scan into monthly electronic folders copies of the Monthly DHS CARS Expenditure Reports along with the supporting documentation, with a separate PDF file retained for each Profile that is being claimed each month.
    c. **PLANNED ACTIONS:** The Health Department will begin to scan the monthly DHS CARS Expenditure Reports along with the supporting documentation and will create separate PDF's for each CARS profile in 2022.
2. Timesheet Reporting:
    a. **SITUATION:** The timesheets for the Health Department personnel are minimal and do not align directly with all of the Profiles that the Health Department is participating in and claiming under during the fiscal year with the Wisconsin Department of Health Services.
    b. **RECOMMENDATION:** The payroll department should create codes within the timekeeping system for the Health Department in order to have codes that align with all of the Profiles that the Health Department is participating in with the Wisconsin Department of Health Services. This will allow the Monthly Reporting Process for Payroll to be easily documented and determined.
    c. **PLANNED ACTIONS:** The Health Department will work with the Finance and Payroll Department to see if there will be enough time entry codes and general ledger accounts to enable the Health Department to align with the DHS CARS profiles.
3. Monthly CARS Reporting – Payroll Allocations:
    a. **SITUATION:** When the Health Department Administrative Assistant (Kelly Burke) is preparing the reporting spreadsheets for each reporting month, there is a hard-keying process for hours worked from the Timekeeping System and in some situations, Kelly is making corrections to the hours on the timesheets by profile in order to move those hours to be claimed on the correct profile with DHS. When these hard-keying situations occur, there does not appear to be a review & approval process occurring by the Health Department Director prior to the DHS CARS expenditure reports being submitted.
    b. **RECOMMENDATION:** If this review process is not occurring, the Health Director should be thoroughly reviewing the timesheets on the payroll period basis to ensure that the initial reporting of hours by profile are being reported correctly. This will ensure that there will not need to be corrections done by Kelly during the Monthly Expenditure Reporting process for payroll allocations. Additionally, if the adjustments are occurring, there needs to be a review, approval, and documentation of those processes by the Health Director of those corrections to ensure the proper claiming of expenditures by each CARS profile.
    c. **PLANNED ACTIONS:** The Health Department Director will begin to formally sign off on the monthly submittals of the DHS CARS expenditure reports along with the supporting documentation.

COMMENTS AND OBSERVATIONS FROM DEPARTMENTAL REVIEW – HEALTH DEPARTMENT (CONTINUED)

4. Timesheet Approval:

   a. **SITUATION:** As noted above, there are adjustments that are occurring during the monthly expenditure reporting process by Kelly to correct certain payroll coding for employees for the monthly via the timekeeping system.

   b. **RECOMMENDATION:** In order to eliminate the need for these manual adjustments, the Health Director should be thoroughly reviewing the time being reported by each employee in each payroll period by profile to ensure that the input data being generated for monthly expenditure reporting is accurate. From there, if adjustments are needed during the Monthly Reporting process, the Health Director should be approving the changes before the expenditure reporting is completed and submitted for that month.

   c. **PLANNED ACTIONS:** The adjustments to the timesheet information occur when it is possible for the hourly rates charges and related fringe benefit costs to be allocated and charged to more than just one CARS profile. The Health Department Director will begin to initial and date the proposed changes to the timesheet information before the monthly expenditure reporting is completed and submitted.

5. Account Structure for Health Department Revenues & Expenses:

   a. **SITUATION:** Currently, the Health Department is accounted for in the General Fund. The Expenditures are held in the 100.54XXX account structure, with only 1 expenditure account being created to account for each type of expenditure. Therefore, there is only 1 Salaries & Wages account that encompasses all Health Department employees, regardless of the Federal or State program that the expenditure is applicable to for CARS Reporting.

   b. **RECOMMENDATION:** Due to the various number of CARS Profiles that the City participates in through the WI Department of Health Services, there currently is not a process in place to directly tie the Expenditures per the GL directly to the amounts being requested for reimbursement by each CARS Profile. In order to facilitate this reconciliation in the future, we recommend that the City create additional GL accounts in the 54XXX, potentially using additional project codes in the GL system, in order to retain expenditure accounts that can be totaled and then agreed directly to the revenue being received for reimbursement. Additionally, for the payroll side of things, we would recommend that the payroll system for initial posting stay the same, but then on a monthly basis, a Journal Entry be recorded by the Health Department, approved by the Finance Director, that will move the applicable Salaries & Wages and related Employee Benefits & Taxes to the appropriate expenditure account for each CARS Profile.

   c. **PLANNED ACTIONS:** The Health Department will work with the Finance Department to determine if there are enough general ledger accounts to align directly with the DHS CARS profile accounts as mentioned in the second response above. If so, monthly journal entries will be recorded so the expenditure accounts agree with the amounts recorded in the DHS CARS profile reporting system for revenues being received on each CARS profile during the year.

STATUS UPDATES ON PRIOR YEAR COMMENTS AND OBSERVATIONS – FINANCE

During the 2020 audit for the City of De Pere, we completed a more detailed review of the specific financial procedures in the City Finance Department. As a result of that review, we noted the following items that, we believed, the City should consider changes to provide additional internal accounting controls or otherwise improve procedures and policies. These recommendations were provided to the City Finance Department after the annual audit for 2020 was completed. The City Finance Director provided us with the following responses as to the status of these recommendations within the City.

1. Reassign the daily cash balancing and month end bank reconciliation duties to another member of the finance department which would allow the finance director to review and approve on a periodic basis. The individual preparing the daily cash balancing and month end bank reconciliation should limit their receipting and depositing capabilities to allow for proper segregation of duties to the extent possible.
    a. **Implementation Status:** Complete
    b. **Response:** The Finance Department has reassigned the primary responsibility for daily cash balancing and month end reconciliation duties to the Deputy Clerk-Treasurer and the Finance Director reviews them on a daily basis. Both the Finance Director and Deputy Clerk are limited to receipting and depositing capabilities. Those duties are primarily the responsibility of other first floor staff.

2. Enhance the procedures regarding bank transfers to allow another member of the finance department to review transfers during a specified time to ensure what is transferred out, is transferred into another bank account.
    a. **Implementation Status:** Complete
    b. **Response:** Bank Transfers are now the primary responsibility of both the Finance Director and the Deputy Clerk-Treasurer and are reviewed as part of the daily reconciliation process. The City Clerk also has the ability to transfer in the absence of the Finance Director and Deputy Clerk-Treasurer and that would also then be reviewed as part of the daily reconciliation process.

3. Document the review of voided transactions on a periodic basis. Currently, voids are looked at during the daily cash balancing procedures, however, there is no documentation as to why the void occurred or if the void was considered reasonable.
    a. **Implementation Status:** Complete
    b. **Response:** Voided transactions are reviewed daily but will now be documented moving forward via signing off on the daily cash receipt posting journal with comments as to their reason if necessary.

4. Utilize the City financial software's ability to document who entered and who approved journal entries to allow for proper segregation of duties. Currently when a journal entry is needed the Finance Director will prepare an entry and have another individual post the entry into the City's accounting system. There is not a formal review process for entries created by the Finance Director that are entered into the accounting system. Furthermore, the Finance Director can post the entry into the accounting system if another employee is unavailable to do so. We recommend that the City develop a formal procedure for reviewing and posting of journal entries.
    a. **Implementation Status:** Complete
    b. **Response:** The Finance Department has four individuals with journal entry capability and all journal entries are reviewed and signed off electronically by another individual before posting them to the City's general ledger.

5. Separate the responsibilities of processing payroll transactions and access to personnel records such as wage rates, for example. Typically, a human resources department is responsible for maintaining the records while payroll personnel process the data.
    a. **Implementation Status:** In Process
    b. **Response:** The Human Services department will begin maintaining the wage rates and other required information for employees starting in the 3rd quarter of 2022.

STATUS UPDATES ON PRIOR YEAR COMMENTS AND OBSERVATIONS – FINANCE (CONTINUED)

6. Implement a policy and procedure for handling City credit card transactions which would include who is able to utilize a credit card, expenditure limits, documentation requirements for a purchase, as well as disciplinary action for violation of the policy. Credit cards should also be blocked from vendors in which the City has a charge account to ensure accuracy of the purchase and that the City is not paying tax. If the credit card is to be used for employee travel, the estimated cost of travel should be approved prior to the expenditure occurring. In addition, cardholders should sign a statement saying they understand all of the policies on a yearly basis.
    a. **Implementation Status:** Complete
    b. **Response:** Thee Finance Department has a listing of all credit cards with expenditure limits and who can use them and has procedures in place for proper documentation. The Finance Department is still in the continual process of informing employees of vendors in which the City has a charge account in order to gain potential savings and eliminate processing time. The Finance Department in 2022 will be working on getting employee travel estimates prior to the expenditure occurring and getting signed statements saying the employee understands all of the City's credit card policies on an annual basis.

7. Review new vendors and one-time vendor payments for accuracy and reasonableness by verifying the business is legitimate and the address appears reasonable. These procedures can also be done on a check register before the checks are cut if separate reports are not available for new vendors and/or one-time vendor payments. This review should be documented by the Finance Director by signing off on the reports or check register.
    a. **Implementation Status:** Complete
    b. **Response:** The Finance Director reviews all vendor payments for accuracy and reasonableness during the weekly review of the accounts payable reports before the checks are processed. This will now be documented moving forward by signing off on the reports by the Finance Director.

APPENDIX B

TECHNICAL UPDATE

GASB Statement No. 87 – Leases

GASB Statement No. 87 requires recognition of certain lease assets and liabilities for leases that were previously classified as operating leases. Specifically, this statement:

1. Establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset.
2. Defines the "lease term" and clarifies when lessees and lessors should reassess the lease term due to lease modifications or terminations.
3. Defines and establishes recognition criteria for short-term leases.
4. Amends accounting and financial reporting requirements for contracts with multiple components, contract combinations, subleases, and leaseback transactions.

The statement is effective for the City beginning in the 2022 fiscal year.

Steps that can be taken now:

1) **Gather leases and contracts**. Depending on the number of leases your organization has, this may be a bigger challenge than anticipated. Keep in mind that not all leases are written "lease" agreements. Some contracts also include embedded leases that were previously treated as expenses, so you may be surprised to find more operating leases than you realized. Checking accounts payable for recurring payments may help you locate agreements that you will need to analyze.

2) **Analyze all contracts to determine which are leases under the new standard**. GASB 87 defines a lease as a "contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset), as specified in the contract, for a period of time in an exchange or exchange-like transaction." Here are some of the agreements that can be excluded:

    - Short-term leases that are one year or less in duration.
    - Intangibles, such as investment assets, software licenses, and patents.

3) Financed purchases, where ownership of the asset transfers at the end of the lease without an additional payment. **Review leases for multiple components**. Some leases include service agreements that will need to be split off from the entire lease. Many agreements (like service agreements and supply contracts) may qualify as leases under GASB 87. Some examples of service contracts that may have embedded leases can include cafeteria equipment, soda fountains, water coolers, coffee machines, etc. where the government may get to use a particular piece of equipment for free in return for the exclusive use of the provider's products.

4) **Determine appropriate materiality thresholds for capitalization.** Work with your auditor to determine what this should be. Be aware that items that are well below that threshold individually may be material in the aggregate.

5) **Select a technology solution such as leasing software to help manage your leases**. Unless your organization only has a few leases, the calculations for journal entries and footnote disclosures will most likely be beyond the capabilities of Excel. When choosing a software solution, keep in mind that tracking this information from leases will be an ongoing project, so look for one that's easy to use and provides your organization with all the information you'll need. Make sure to consider document storage as part of the capabilities. Entities with greater than 10-20 identified leases may wish to seriously consider a lease software solution and not rely on spreadsheets. Keep in mind that if a government has many similar leases, it may choose to amortize the lease assets as a group rather than individually. Composite depreciation is applied to groups of dissimilar assets, but should not be applied across classes of assets, such as buildings, equipment, furniture, and vehicles.

6) **Consider the City's bond covenants, loan covenants, and debt limitations to determine impact**. While a recent update from GASB (GASB 88) specifies that lease liabilities are excluded from the definition of debt for the purposes of financial statement disclosures, it's not clear whether banks, credit rating agencies or other stakeholders will take a similar stance.

   Adding liabilities for operating leases to the balance sheet may mean that covenants for bond contracts and loan agreements will be violated. If this is the case, you may need to renegotiate those agreements. Contacting these stakeholders and other interested parties early on is crucial.

   Adding to the complexity, the rules and statutes governing debt limitations vary across states, counties, and municipalities. You may need to consult with an attorney to determine whether lease liabilities count as debt for those limitations.

7) **Develop new City policies and procedures as necessary.** Unlike many other financial controls, you'll need to work as a team with people outside of accounting, including procurement, IT, and legal, to make sure all leases and contracts go through accounting. You may need to educate others about the balance sheet impacts of leases.

8) **Do your initial calculations and run the results past your auditor**. Because the calculations are different from the previous treatment of leases, some advisors are recommending performing a trial calculation on a subset of your leases. Then, ask us as your auditors to check your numbers before you do the entire population of leases.

9) **Begin the process early**. Early adopters report that they need two or three hours per lease to analyze and extract the data. Adding to the challenge, many government finance professionals wear many hats, and dealing with financial matters may be only a small part of their responsibilities. Be sure to keep the resulting information very organized and accessible and also keep in mind the new information that will be required for footnote disclosures.

10) **Start learning and keep learning**. Understanding the new standards is a steep learning curve. You'll need to dedicate time and resources for your team to get up to speed.

CITY OF DE PERE

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July 11, 2022

CliftonLarsonAllen LLP
1175 Lombardi Avenue, Suite 200
Green Bay, Wisconsin 54304

This representation letter is provided in connection with your audit of the financial statements of City of De Pere, which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of December 31, 2021, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to misstatements that are material. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We confirm, to the best of our knowledge and belief, as of July 11, 2022, the following representations made to you during your audit of the financial statements as of and for the year ended December 31, 2021.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement agreement dated December 22, 2021, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

2. We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

4. We have identified all accounting estimates that could be material to the financial statements, including the key factors and significant assumptions used in making those estimates, and we believe the estimates (including those measured at fair value) and the significant assumptions used in making those accounting estimates are reasonable.

5. Significant estimates have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Significant estimates are estimates at the financial statement date that could change materially within the next year.

6. Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

7. All events occurring subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.

8. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter. In addition, you have proposed adjusting journal entries that have been posted to the entity's accounts, including adjusting journal entries to convert our cash basis records to the accrual basis. We have reviewed and approved those adjusting journal entries and understand the nature of the changes and their impact on the financial statements. We are in agreement with those adjustments and accept responsibility for them.

9. We have not identified or been notified of any uncorrected financial statement misstatements.

10. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.

11. Guarantees, whether written or oral, under which the entity is contingently liable, if any, have been properly recorded or disclosed in accordance with U.S. GAAP.

12. Arrangements with financial institutions involving repurchase, reverse repurchase, or securities lending agreements, compensating balances, or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements, have been properly recorded or disclosed in the financial statements.

13. The fact that the amount of "uncollateralized" deposits or "uninsured, unregistered securities held by the counterparty, or by its trust department or agent but not in the entity's name" during the period significantly exceeded the amounts in those categories as of the financial statement date was properly disclosed in the financial statements.

14. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date and have been reduced to their estimated net realizable value.

15. The methods and significant assumptions used result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.

16. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.

17. We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefits (OPEB) liabilities and costs for financial accounting purposes are appropriate in the circumstances.

18. We do not plan to make frequent amendments to our pension or other postretirement benefit plans.

Information Provided

1. We have provided you with:

    a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records (including information obtained from within and outside of the general and subsidiary ledgers), documentation, and other matters.

    b. Additional information that you have requested from us for the purpose of the audit.

    c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

    d. Complete minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.

    e. All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with, or deficiencies in, financial reporting practices.

    f. All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with the provisions of laws, regulations, contracts, and grant agreements.

    g. Access to all audit or relevant monitoring reports, if any, received from funding sources.

2. All material transactions have been recorded in the accounting records and are reflected in the financial statements.

3. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

4. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:

    a. Management;

    b. Employees who have significant roles in internal control; or

    c. Others when the fraud could have a material effect on the financial statements.

5. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, grantors, regulators, or others.

6. We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations and provisions of contracts and grant agreements, or waste or abuse whose effects should be considered when preparing financial statements.

7. We are not aware of any pending or threatened litigation, claims, or assessments, or unasserted claims or assessments, that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.

8. There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.

9. We have disclosed to you the identity of all the entity's related parties and all the related party relationships and transactions of which we are aware, including any side agreements.

10. The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except as made known to you and disclosed in the financial statements.

11. We have a process to track the status of audit findings and recommendations.

12. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

13. We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.

14. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to City of De Pere, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.

15. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

16. The entity has complied with all aspects of contractual or grant agreements that would have a material effect on the financial statements in the event of noncompliance.

17. We have complied with all restrictions on resources (including donor restrictions) and all aspects of contractual and grant agreements that would have a material effect on the financial statements in the event of noncompliance. This includes complying with donor requirements to maintain a specific asset composition necessary to satisfy their restrictions.

18. We are responsible for determining whether we have received, expended, or otherwise been the beneficiary of any federal awards during the period of this audit. No federal award, received directly from federal agencies or indirectly as a subrecipient, was expended in an amount that cumulatively totals from all sources $750,000 or more. For this representation, "award" means financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, user grants, or contracts used to buy goods or services from vendors.

19. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.

20. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures, jointly governed organizations, and other related organizations.

21. The financial statements properly classify all funds and activities.

22. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

23. Components of net position (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.

24. Investments, derivative instruments, and land and other real estate held by endowments are properly valued.

25. Provisions for uncollectible receivables have been properly identified and recorded.

26. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

27. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

28. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

29. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly valued and disclosed.

30. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.

31. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

32. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

33. We acknowledge our responsibility for presenting the the nonmajor fund combining statements, individual statements, and supporting schedules (the supplementary information) in accordance with U.S. GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the

supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditors' report thereon.

34. As part of your audit, you prepared the draft financial statements, related notes, and supplementary information. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your services; have made all management judgments and decisions; and have assumed all management responsibilities. We have evaluated the adequacy and results of the service. We have reviewed, approved, and accepted responsibility for those financial statements, related notes, and supplementary information. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.

35. We have evaluated the adequacy and results of the depreciation services performed and accept responsibility for the results. We acknowledge our responsibility for our depreciation schedules and have determined the methods and rates of depreciation and the salvage values used in the calculations. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your depreciation services; have made all significant management judgments and decisions; and have assumed all management responsibilities. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.

Signature: Joseph B. Rogers Title: FINANCE DIRECTOR

Signature: _____ Title: _____

CITY OF DE PERE, WISCONSIN

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2021



WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING

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CITY OF DE PERE, WISCONSIN
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2021

INDEPENDENT AUDITORS' REPORT	1
MANAGEMENT'S DISCUSSION AND ANALYSIS	5
BASIC FINANCIAL STATEMENTS	
GOVERNMENT-WIDE FINANCIAL STATEMENTS	
STATEMENT OF NET POSITION	15
STATEMENT OF ACTIVITIES	16
FUND FINANCIAL STATEMENTS	
BALANCE SHEET – GOVERNMENTAL FUNDS	18
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS	21
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND	24
STATEMENT OF NET POSITION – PROPRIETARY FUNDS	25
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION – PROPRIETARY FUNDS	29
STATEMENT OF CASH FLOWS – PROPRIETARY FUNDS	31
STATEMENT OF FIDUCIARY NET POSITION – TAX COLLECTION CUSTODIAL FUNDS	35
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION – TAX COLLECTION CUSTODIAL FUNDS	36
NOTES TO BASIC FINANCIAL STATEMENTS	37
REQUIRED SUPPLEMENTARY INFORMATION	
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET) – WISCONSIN RETIREMENT SYSTEM	84
SCHEDULE OF CONTRIBUTIONS – WISCONSIN RETIREMENT SYSTEM	84
SCHEDULE OF CHANGES IN OPEB LIABILITY AND RELATED RATIOS	85

CITY OF DE PERE, WISCONSIN
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2021

SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY (ASSET) – LOCAL RETIREE LIFE INSURANCE PLAN 86

SCHEDULE OF CONTRIBUTIONS – LOCAL RETIREE LIFE INSURANCE PLAN 86

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION 87

SUPPLEMENTARY INFORMATION

GENERAL FUND

DETAILED COMPARISON OF BUDGETED AND ACTUAL REVENUES 89

DETAILED COMPARISON OF BUDGETED AND ACTUAL EXPENDITURES 91

COMBINING BALANCE SHEET – NONMAJOR GOVERNMENTAL FUNDS 93

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – NONMAJOR GOVERNMENTAL FUNDS 98

COMBINING STATEMENT OF NET POSITION – INTERNAL SERVICE FUNDS 103

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION – INTERNAL SERVICE FUNDS 104

COMBINING STATEMENT OF CASH FLOWS – INTERNAL SERVICE FUNDS 105

SCHEDULE OF WATER UTILITY OPERATING REVENUES AND EXPENSES 106

SETTLEMENT OF DHS COST REIMBURSEMENT AWARD – PUBLIC HEALTH DEPARTMENT 107

ADDITIONAL INDEPENDENT AUDITORS' REPORT FOR BASIC FINANCIAL STATEMENTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS* 109

CITY OF DE PERE, WISCONSIN
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2021

FEDERAL AND STATE AWARDS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS 112

SCHEDULE OF EXPENDITURES OF STATE AWARDS 113

NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AND STATE AWARDS 114

SCHEDULE OF FINDINGS AND RESPONSES 115

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

City Council
City of De Pere, Wisconsin

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of De Pere, Wisconsin (the City) as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of December 31, 2021, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

City Council
City of De Pere, Wisconsin

Report on Prior Year Summarized Information

We have previously audited the City's 2020 financial statements, and we expressed unmodified opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information in our report dated September 23, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 6 through 13 and the schedules relating to pensions and other postemployment benefits on pages 84 through 86 be presented to supplement the basic financial statements. Such information is the responsibility of management, and although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the year ended December 31, 2021 for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The financial information listed in the table of contents as supplementary information for the year ended December 31, 2021 is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information as listed in the table of contents is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements for the year ended December 31, 2021 and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole for the year ended December 31, 2021.

City Council
City of De Pere, Wisconsin

We also previously audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statements of City of De Pere as of and for the year ended December 31, 2020 (not presented herein), and have issued our report thereon dated September 23, 2021, which contained unmodified opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information. The combining and individual fund financial statements for the year ended December 31, 2020 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2020 financial statements. The combining and individual fund financial statements have been subjected to the auditing procedures applied in the audit of the 2020 basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare those financial statements or to those financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements is fairly stated in all material respects in relation to the basic financial statements as a whole for the year ended December 31, 2020.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 11, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP
Green Bay, Wisconsin
July 11, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS

CITY OF DE PERE, WISCONSIN
MANAGEMENT'S DISCUSSION AND ANALYSIS
DECEMBER 31, 2021

As management of the City of De Pere, Wisconsin, we offer readers of the City's basic financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2021.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources as of December 31, 2021 by $115,733,274 (*net position*). Of this amount, $6,970,937 (*unrestricted net position*) may be used to meet the City's ongoing obligations to citizens and creditors.
- As of December 31, 2021, the City's governmental funds reported combined ending fund balances of $17,937,725, an increase of $3,647,213 in comparison with the prior year. Approximately 12.69% of this total amount, $2,275,412 is a deficient fund balance (*unassigned fund balance*).
- As of December 31, 2021, unassigned fund balance for the general fund was $7,017,753 or approximately 40.41% of total general fund expenditures.
- The City's total general-obligation debt increased by $3,155,000 (7.48%) during 2021. The City issued $10,270,00 of debt during 2021, and retired $7,485,000.

Overview of the Basic Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains supplemental information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, liabilities, and deferred outflows/inflows of resources, with the difference reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods. (e.g., earned but unused vacation leave.)

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, sanitation, health and human services, culture and recreation, and conservation and development. The business-type activities of the City include the water, wastewater treatment, wastewater collection and stormwater utilities.

The government-wide financial statements can be found on pages 15 - 17 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

It is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains 26 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, pool capital project fund, and public improvements capital project fund, all of which are considered to be major funds. Data from the other 22 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining stat*ements elsewhere in this report.

The City adopts an annual appropriated budget for all its governmental funds. As part of the basic governmental fund financial statements, budgetary comparison statements have been provided for the general fund to demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 18 - 24 of this report.

Proprietary funds. The City maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its water, wastewater treatment plant, stormwater utility, and wastewater utilities. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its health and dental self-insurance funds. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the enterprise and internal service funds. The four enterprise funds are considered to be major funds of the City. The two internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of *combining statements* elsewhere in this report.

The basic proprietary fund financial statements can be found on pages 25 - 34 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on page 35 and 36 of this report

Notes to the basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 37 - 82 of this report.

Other information. Required supplementary information relating to pensions and other postemployment benefits and the combining statements referred to earlier in connection with nonmajor governmental funds, nonmajor enterprise funds and internal service funds are presented immediately following the notes to the basic financial statements. These statements and schedules can be found on pages 84 - 106.

Government-wide Financial Analysis

Net position. As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $115,733,274 at the close of 2021.

City of De Pere's Net Position
(in thousands of dollars)

	Governmental Activities		Business-type Activities		Totals	
	2021	2020	2021	2020	2021	2020
Current and other assets	$ 48,872	$ 44,259	$ 5,838	$ 4,292	$ 54,710	$ 48,551
Capital assets	77,587	76,138	61,856	60,813	139,443	136,951
Total Assets	126,459	120,397	67,694	65,105	194,153	185,502
Deferred Outflows of Resources	9,937	7,076	1,060	753	10,997	7,829
Other liabilities	4,366	4,738	2,076	1,769	6,442	6,507
Long-term liabilities outstanding	49,757	45,641	1,876	2,697	51,633	48,338
Total Liabilities	54,123	50,379	3,952	4,466	58,075	54,845
Deferred Inflows of Resources	30,022	26,405	1,320	908	31,342	27,313
Net Position						
Net Investment in Capital Assets	34,198	34,005	60,183	58,545	94,381	92,550
Restricted	13,642	5,866	740	506	14,382	6,372
Unrestricted	4,411	10,818	2,559	1,433	6,970	12,251
Total Net Assets	$ 52,251	$ 50,689	$ 63,482	$ 60,484	$ 115,733	$ 111,173

By far the largest portion of the City's net position (81.55%) reflects its investment in capital assets (e.g. land, buildings, machinery and equipment, infrastructure, etc.); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although, the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (12.43%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position* ($6,970,937) may be used to meet the City's ongoing obligations to citizens and creditors.

Change in net position. Governmental activities increased the City's net position by $1,561,477, while business-type activities increased $2,998,007. Key elements of the changes in net position are as follows:

City of De Pere's Change in Net Position
(In thousands of dollars)

	Governmental Activities		Business-type Activities		Totals	
	2021	2020	2021	2020	2021	2020
Revenues						
Program Revenues						
Charges for services	$ 4,631	$ 3,685	$ 19,972	$ 18,736	$ 24,603	$ 22,421
Operating grants and contributions	2,664	1,974	-	-	2,664	1,974
Capital grants and contributions	962	4,874	-	153	962	5,027
General Revenues						
Property taxes	13,895	17,169	-	-	13,895	17,169
Other taxes	4,054	285	-	-	4,054	285
Grants and contributions not restricted to specific programs	2,560	2,487	-	-	2,560	2,487
Other	569	516	47	53	616	569
Total Revenues	29,335	30,990	20,019	18,942	49,354	49,932
Expenses						
General government	2,040	2,521	-	-	2,040	2,521
Public safety	8,916	9,741	-	-	8,916	9,741
Public works and sanitation	7,376	9,430	-	-	7,376	9,430
Health and human services	632	543	-	-	632	543
Culture and recreation	3,453	2,675	-	-	3,453	2,675
Conservation and development	5,123	2,832	-	-	5,123	2,832
Interest on long-term debt	978	1,121	-	-	978	1,121
Water utility	-	-	6,055	6,046	6,055	6,046
Wastewater Collection	-	-	8,759	8,343	8,759	8,343
Stormwater utility	-	-	1,462	1,515	1,462	1,515
Total Expenses	28,518	28,863	16,276	15,904	44,794	44,767
Change in Net Position Before Transfers	817	2,127	3,743	3,038	4,560	5,165
Transfers	745	760	(745)	(760)	-	-
Change in Net Position	1,562	2,887	2,998	2,278	4,560	5,165
Net Position - January 1	50,689	47,802	60,484	58,206	111,173	106,008
Net Position - December 31	$ 52,251	$ 50,689	$ 63,482	$ 60,484	$ 115,733	$ 111,173

Property taxes increased by $533,193 (3.11%) during the year.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

As of December 31, 2021, the City's governmental funds reported combined ending fund balances of $17,937,725, an increase of $3,647,213 in comparison with the prior year. Approximately 12% of this amount ($2,144,540) constitutes *unassigned fund balance*. The remainder of fund balance is restricted ($11,560,521) committed ($1,554,421), or nonspendable ($2,678,243).

The general fund is the main operating fund of the City. At the end of the current year, unassigned fund balance of the general fund was $7,017,753 while total fund balance reached $10,433,631. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 14.96% of total general fund expenditures, while total fund balance represents 60.09% of that same amount.

The fund balance of the City's general fund increased by $2,552,138 during the current year.

The debt service fund has a total fund balance of $1,267,703 as of December 31, 2021. The fund balance represents 21.18% of total debt service fund expenditures.

The public improvements fund has a deficit fund balance of $(323,576). This increased by $397,045 during the current year. The City intends to fund the deficit with future revenue.

Proprietary funds. The City's proprietary funds provide the same type of information found in the City's government-wide financial statements, but in more detail.

Unrestricted net position of the water utility fund at the end of the year amounted to $(4,009,231) The total increase in net position was $679,025.

Unrestricted net position of the wastewater treatment plant fund at the end of the year amounted to $1,050,525. The total increase in net position was $46,431.

Unrestricted net position of the wastewater utility fund at the end of the year amounted to $4,033,355 The total increase in net position was $1,808,203.

Unrestricted net position of the stormwater utility fund at the end of the year amounted to $1,232,431. The total increase in net position was $505,557.

General Fund Budgetary Highlights

Generally the original budget is modified in small amounts. The City allocated a total of $223,641 from the contingency account to various expenditure accounts in the general fund as approved by the City Council.

During the year, actual revenues were more than budgeted revenues by $827,366. Actual expenditures were less than budgeted expenditures by $1,141,603 primarily in general government and public works.

Capital Asset and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business-type activities as of December 31, 2021 amounts to $139,443,412 (net of accumulated depreciation). This investment in capital assets includes land, land improvements, buildings, machinery and equipment, vehicles, infrastructure (highways and bridges), and construction in progress. The total increase in the City's investment in capital assets for the current year was $2,493,172 or 1.82% over last year.

City of De Pere's Capital Assets
(in thousands of dollars)

	Governmental Activities		Business-type Activities		Totals	
	2021	2020	2021	2020	2021	2020
Land	$ 9,369	$ 9,446	$ 53	$ 53	$ 9,422	$ 9,499
Construction in progress	-	68	-	-	-	68
Land improvements	13,327	11,273	-	-	13,327	11,273
Buildings	13,104	13,059	892	892	13,996	13,951
Machinery and equipment	6,963	5,620	6,842	6,615	13,805	12,235
Vehicles	6,142	6,186	-	-	6,142	6,186
Infrastructure	86,637	85,092	84,604	82,090	171,241	167,182
Accumulated depreciation	(57,955)	(54,606)	(30,535)	(28,837)	(88,490)	(83,443)
Net Capital Assets	$ 77,587	$ 76,138	$ 61,856	$ 60,813	$ 139,443	$ 136,951

Long-term debt. At the end of the current fiscal year, the City had total general obligation debt outstanding of $45,355,000.

City of De Pere's Outstanding Debt
General Obligation Debt and Revenue Bonds
(in thousands of dollars)

	Governmental Activities		Business-type Activities		Totals	
	2021	2020	2021	2020	2021	2020
General Obligation Debt						
Bonds	$ 8,735	$ 11,770	$ -	$ -	$ 8,735	$ 11,770
Notes	35,280	28,600	1,340	1,830	36,620	30,430
Total General Obligation Debt	44,015	40,370	1,340	1,830	45,355	42,200
Revenue bonds	-	-	-	370	-	370
Total	$ 44,015	$ 40,370	$ 1,340	$ 2,200	$ 45,355	$ 42,570

The City's total general obligation debt increased by $3,155,000 (7.48%) during the current fiscal year. The key factor in this increase was the newly incurred debt was more than debt retirements.

The City maintains an Aa2 rating from Moody's Investors Service for its general obligation debt.

State statutes limit the amount of general obligation debt the City may issue to 5% of its total equalized valuation. The current debt limitation for the City is $125,477,315 which is significantly in excess of the City's $45,355,000 in outstanding general obligation debt.

Economic Factors and Next Year's Budgets and Rates

- The economic condition and outlook of the City has remained fairly stable based on a relatively healthy mix of manufacturing, tourism, service industry, retail, and farming activities which support our tax base.
- Inflationary trends in our region compare favorably to national indices.
- During the current year, unassigned fund balance in the general fund decreased by $4,162,805 to $7,017,753.

All of these factors were considered in preparing the City's budget for the 2022 fiscal year.

Contacting the City's Financial Management

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Joseph G. Zegers, Finance Director of the City of De Pere, 335 S. Broadway, De Pere, Wisconsin 54115.

BASIC FINANCIAL STATEMENTS

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Governmental Activities	Business-type Activities	Totals 2021	Totals 2020
ASSETS				
Cash and Investments	$ 21,607,702	$ -	$ 21,607,702	$ 15,057,868
Receivables:				
Taxes and Special Charges	14,698,422	-	14,698,422	16,607,369
Delinquent Taxes	6,720	-	6,720	78,462
Accounts	345,272	4,651,085	4,996,357	6,456,112
Special Assessments	1,642,447	-	1,642,447	2,399,626
Loans	388,446	-	388,446	541,716
Other	-	322,435	322,435	373,340
Internal Balances	717,456	(717,456)	-	-
Due from Other Governments	666,239	814,575	1,480,814	928,629
Inventories and Prepaid Items	150,696	26,501	177,197	161,410
Restricted Assets:				
Cash And Investments	3,132,120	150,000	3,282,120	2,885,965
Net Pension Asset	5,516,528	590,003	6,106,531	3,060,705
Capital Assets, Nondepreciable	9,369,077	53,207	9,422,284	9,568,160
Capital Assets, Depreciable	68,217,896	61,803,232	130,021,128	127,382,080
Total Assets	126,459,021	67,693,582	194,152,603	185,501,442
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related Amounts	9,216,892	984,049	10,200,941	7,215,550
Other Postemployment Related Amounts	720,118	76,125	796,243	613,608
Total Deferred Outflows of Resources	9,937,010	1,060,174	10,997,184	7,829,158
LIABILITIES				
Accounts Payable	1,385,441	2,052,628	3,438,069	4,964,125
Accrued And Other Current Liabilities	841,586	13,983	855,569	858,538
Due to Other Governments	401	-	401	2,623
Accrued Interest Payable	304,679	8,934	313,613	297,475
Special Deposits	176,614	-	176,614	130,756
Unearned Revenues	1,306,787	-	1,306,787	2,789
Short-Term Note Payable	350,000	-	350,000	250,000
Long-Term Obligations:				
Due Within One Year	5,394,788	515,552	5,910,340	6,085,773
Due in More Than One Year	42,424,859	1,177,135	43,601,994	40,502,716
Other Postemployment Benefits	1,937,540	183,766	2,121,306	1,749,238
Total Liabilities	54,122,695	3,951,998	58,074,693	54,844,033
DEFERRED INFLOWS OF RESOURCES				
Property Taxes Levied For Subsequent Year	17,512,400	-	17,512,400	17,703,485
Pension Related Amounts	12,084,906	1,292,504	13,377,410	9,184,914
Other Postemployment Related Amounts	425,121	26,889	452,010	424,378
Total Deferred Inflows Of Resources	30,022,427	1,319,393	31,341,820	27,312,777
NET POSITION				
Net Investment in Capital Assets	34,197,851	60,182,889	94,380,740	92,550,051
Restricted:				
Debt Service	2,013,967	-	2,013,967	1,636,565
Pension Benefits	5,516,528	590,003	6,106,531	3,060,705
Capital Project - TIDs 5,6,8,11,12,13,14,15,16	4,933,066	-	4,933,066	-
Equipment Replacement	-	150,000	150,000	150,000
Property Tax Relief and Economic Development	191,232	-	191,232	600,051
Development Loans	806,837	-	806,837	910,741
Recreation Scholarship	32,408	-	32,408	28,776
Fire UTV Fund	-	-	-	859
Park Land Acquisition	147,556	-	147,556	132,256
Unrestricted	4,411,464	2,559,473	6,970,937	12,103,786
Total Net Position	$ 52,250,909	$ 63,482,365	$ 115,733,274	$ 111,173,790

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

FUNCTIONS/PROGRAMS	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental Activities:				
General Government	$ 2,039,966	$ 564,078	$ -	$ -
Public Safety	8,915,833	2,245,074	528,174	-
Public Works	6,755,788	969,786	1,837,410	895,379
Sanitation	620,070	-	218,658	-
Health and Human Services	632,768	1,439	78,536	-
Culture and Recreation	3,452,980	798,164	1,101	-
Conservation and Development	5,122,946	52,676	-	66,783
Interest and Fiscal Charges	977,824	-	-	-
Total Governmental Activities	28,518,175	4,631,217	2,663,879	962,162
Business-Type Activities:				
Water Utility	6,055,040	7,209,537	-	-
Wastewater Collection	8,758,967	10,811,070	-	-
Stormwater Utility	1,461,695	1,951,031	-	-
Total Business-Type Activities	16,275,702	19,971,638	-	-
Total	$ 44,793,877	$ 24,602,855	$ 2,663,879	$ 962,162

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF ACTIVITIES (CONTINUED)
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

FUNCTIONS/PROGRAMS	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Business-type Activities	Totals 2021	Totals 2020
Governmental Activities:				
General Government	$ (1,475,888)	$ -	$ (1,475,888)	$ (2,044,391)
Public Safety	(6,142,585)	-	(6,142,585)	(7,734,945)
Public Works	(3,053,213)	-	(3,053,213)	(3,617,831)
Sanitation	(401,412)	-	(401,412)	(539,438)
Health and Human Services	(552,793)	-	(552,793)	(467,750)
Culture and Recreation	(2,653,715)	-	(2,653,715)	(2,367,018)
Conservation and Development	(5,003,487)	-	(5,003,487)	(436,262)
Interest and Fiscal Charges	(977,824)	-	(977,824)	(1,121,501)
Total Governmental Activities	(20,260,917)	-	(20,260,917)	(18,329,136)
Business-Type Activities:				
Water Utility	-	1,154,497	1,154,497	741,411
Wastewater Collection	-	2,052,103	2,052,103	1,917,189
Stormwater Utility	-	489,336	489,336	326,519
Total Business-Type Activities	-	3,695,936	3,695,936	2,985,119
Total	(20,260,917)	3,695,936	(16,564,981)	(15,344,017)
GENERAL REVENUES				
Taxes:				
Property Taxes	13,895,296	-	13,895,296	13,702,358
Tax Increments	3,806,983	-	3,806,983	3,466,728
Sales Tax	208	-	208	1,749
Other Taxes	246,291	-	246,291	282,999
Federal and State Grants and Other Contributions not Restricted to Specific Functions	2,559,921	-	2,559,921	2,487,061
Interest and Investment Earnings	(17,801)	46,706	28,905	411,591
Miscellaneous	228,932	-	228,932	99,699
Gain on Sale of Asset	357,929	-	357,929	57,500
Transfers	744,635	(744,635)	-	-
Total General Revenues and Transfers	21,822,394	(697,929)	21,124,465	20,509,685
CHANGE IN NET POSITION	1,561,477	2,998,007	4,559,484	5,165,668
Net Position - Beginning of Year	50,689,432	60,484,358	111,173,790	106,008,122
NET POSITION - END OF YEAR	$ 52,250,909	$ 63,482,365	$ 115,733,274	$ 111,173,790

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	General	Debt Service	Public Improvements
ASSETS			
Cash and Investments	$ 11,272,665	$ -	$ -
Restricted Cash and Investments	-	2,318,646	-
Receivables:			
Taxes and Special Charges	5,981,355	3,869,027	942,276
Delinquent Taxes	6,720	-	-
Accounts	327,430	-	-
Due from other governments	666,239	-	-
Special Assessments	61,294	-	668,918
Loans	-	-	-
Due from Other Funds	2,643,212	-	-
Advance to Other Funds	27,821	-	-
Inventories and Prepaid Items	150,696	-	-
Total Assets	$ 21,137,432	$ 6,187,673	$ 1,611,194
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts Payable	$ 540,727	$ -	$ 252,558
Accrued and Other Current Liabilities	848,396	-	-
Due to Other Funds	-	-	71,018
Due to Other Governments	401	-	-
Special Deposits	168,944	-	-
Unearned Revenues	-	-	-
Short-Term Note Payable	350,000	-	-
Total Liabilities	1,908,468	-	323,576
Deferred Inflows Of Resources			
Property Taxes Levied for Subsequent Year	8,795,333	3,869,027	942,276
Loans Receivable	-	-	-
Special Assessments	-	-	668,918
Total Deferred Inflows of Resources	8,795,333	3,869,027	1,611,194
Fund Balances:			
Nonspendable	2,678,243	-	-
Restricted	223,641	2,318,646	-
Committed	513,994	-	-
Unassigned	7,017,753	-	(323,576)
Total Fund Balances	10,433,631	2,318,646	(323,576)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 21,137,432	$ 6,187,673	$ 1,611,194

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
BALANCE SHEET
GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Other Governmental Funds	Totals 2021	Totals 2020
ASSETS			
Cash and Investments	$ 7,933,421	$ 19,206,086	$ 10,251,350
Restricted Cash and Investments	813,474	3,132,120	2,523,245
Receivables:			
Taxes and Special Charges	3,905,764	14,698,422	16,607,369
Delinquent Taxes	-	6,720	78,462
Accounts	18,672	346,102	1,741,236
Due from other governments	-	666,239	-
Special Assessments	912,235	1,642,447	2,399,626
Loans	388,446	388,446	541,716
Due from Other Funds	2,859,889	5,503,101	8,351,920
Advance to Other Funds	-	27,821	27,821
Inventories and Prepaid Items	-	150,696	136,159
Total Assets	$ 16,831,901	$ 45,768,200	$ 42,658,904
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts Payable	$ 345,721	$ 1,139,006	$ 3,084,130
Accrued and Other Current Liabilities	1,690	850,086	856,138
Due to Other Funds	2,989,519	3,060,537	3,437,739
Due to Other Governments	-	401	2,623
Special Deposits	-	168,944	124,058
Unearned Revenues	1,306,787	1,306,787	2,789
Short-Term Note Payable	-	350,000	250,000
Total Liabilities	6,116,432	8,348,476	7,757,477
Deferred Inflows Of Resources			
Property Taxes Levied for Subsequent Year	3,905,764	17,512,400	17,703,485
Loans Receivable	388,446	388,446	541,716
Special Assessments	912,235	1,581,153	2,365,714
Total Deferred Inflows of Resources	5,206,445	19,481,999	20,610,915
Fund Balances:			
Nonspendable	-	2,678,243	197,892
Restricted	9,018,234	11,560,521	8,819,151
Committed	1,040,427	1,554,421	2,501,215
Unassigned	(4,549,637)	2,144,540	2,772,254
Total Fund Balances	5,509,024	17,937,725	14,290,512
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 16,831,901	$ 45,768,200	$ 42,658,904

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
BALANCE SHEET
GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

RECONCILIATION TO THE STATEMENT OF NET POSITION	2021	2020
Total Fund Balances as Shown on Previous Page	$ 17,937,725	$ 14,290,512
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds.	77,586,973	76,137,661
Other long-term assets are not available to pay current period expenditures and therefore are deferred in the funds.	1,969,599	2,907,430
Net position of the internal service fund is reported in the Statement of Net Position as governmental activities	1,874,967	2,136,437
Some deferred outflows and inflows of resources reflect changes in long-term liabilities and are not reported in the funds.		
Deferred Outflows Related to Pensions	9,216,892	6,520,450
Deferred Inflows Related to Pensions	(12,084,906)	(8,304,037)
Deferred Outflows Related to Other Postemployment Benefits	720,118	555,661
Deferred Inflows Related to Other Postemployment Benefits	(425,121)	(397,164)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.		
Bonds and Notes Payable	(44,015,000)	(40,370,000)
Capital Leases Payable	-	(65,401)
Premium on Debt	(1,865,500)	(1,749,348)
Compensated Absences	(1,939,147)	(1,850,151)
Net Pension Liability (Asset)	5,516,528	2,767,169
Other Postemployment Benefit	(1,937,540)	(1,606,153)
Accrued Interest on Long-Term Obligations	(304,679)	(283,634)
Net Position of Governmental Activities as Reported on the Statement of Net Position (see Page 15)	$ 52,250,909	$ 50,689,432

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	General	Debt Service	Public Improvements
REVENUES			
Taxes	$ 8,346,552	$ 3,869,027	$ 942,276
Special Assessments	-	-	1,509,891
Intergovernmental	4,349,954	-	492,724
Licenses and Permits	1,046,324	-	-
Fines and Forfeits	409,761	-	-
Public Charges for Services	1,883,072	-	-
Intergovernmental Charges for Services	1,433,393	-	-
Miscellaneous	56,503	-	247,416
Total Revenues	17,525,559	3,869,027	3,192,307
EXPENDITURES			
Current:			
General Government	1,956,733	-	-
Public Safety	9,519,570	-	-
Public Works	1,863,127	-	-
Sanitation	648,644	-	-
Health and Human Services	655,284	-	-
Culture and Recreation	2,357,199	-	-
Conservation and Development	363,956	-	-
Debt Service:			
Principal	-	4,920,000	-
Interest and Fiscal Charges	-	1,063,996	40,015
Capital Outlay	-	-	3,256,671
Total Expenditures	17,364,513	5,983,996	3,296,686
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	161,046	(2,114,969)	(104,379)
OTHER FINANCING SOURCES (USES)			
Long-Term Debt Issued	-	1,705,000	598,000
Premium on Debt Issued	-	92,804	153,424
Payment to Current Noteholder	-	(1,705,000)	-
Payment to Advance Refunding Escrow Agent	-	-	-
Proceeds from Sale of Capital Assets	-	-	-
Transfers in	2,398,237	3,531,040	-
Transfers out	(7,145)	(900,000)	(250,000)
Total Other Financing Sources (Uses)	2,391,092	2,723,844	501,424
NET CHANGE IN FUND BALANCES	2,552,138	608,875	397,045
Fund Balances - Beginning of Year	7,881,493	1,709,771	(720,621)
FUND BALANCES - END OF YEAR	$ 10,433,631	$ 2,318,646	$ (323,576)

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED, DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Other Governmental Funds	Totals 2021	Totals 2020
REVENUES			
Taxes	$ 4,606,942	$ 17,764,797	$ 17,238,070
Special Assessments	-	1,509,891	3,702,494
Intergovernmental	364,538	5,207,216	4,493,472
Licenses and Permits	73,576	1,119,900	1,063,242
Fines and Forfeits	-	409,761	338,891
Public Charges for Services	15,300	1,898,372	1,273,183
Intergovernmental Charges for Services	-	1,433,393	1,275,129
Miscellaneous	251,327	555,246	562,351
Total Revenues	5,311,683	29,898,576	29,946,832
EXPENDITURES			
Current:			
General Government	-	1,956,733	2,380,629
Public Safety	-	9,519,570	9,351,404
Public Works	-	1,863,127	2,538,102
Sanitation	-	648,644	760,258
Health and Human Services	-	655,284	550,683
Culture and Recreation	123,539	2,480,738	2,136,970
Conservation and Development	4,580,246	4,944,202	2,362,643
Debt Service:			
Principal	-	4,920,000	5,085,000
Interest and Fiscal Charges	83,416	1,187,427	1,195,606
Capital Outlay	4,926,577	8,183,248	14,662,798
Total Expenditures	9,713,778	36,358,973	41,024,093
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(4,402,095)	(6,460,397)	(11,077,261)
OTHER FINANCING SOURCES (USES)			
Long-Term Debt Issued	7,967,000	10,270,000	11,010,000
Premium on Debt Issued	100,572	346,800	314,293
Payment to Current Noteholder	-	(1,705,000)	-
Payment to Advance Refunding Escrow Agent	-	-	(1,854,885)
Proceeds from Sale of Capital Assets	451,175	451,175	57,500
Transfers in	2,992,145	8,921,422	8,517,099
Transfers out	(7,019,642)	(8,176,787)	(7,757,593)
Total Other Financing Sources (Uses)	4,491,250	10,107,610	10,286,414
NET CHANGE IN FUND BALANCES	89,155	3,647,213	(790,847)
Fund Balances - Beginning of Year	5,419,869	14,290,512	15,081,359
FUND BALANCES - END OF YEAR	$ 5,509,024	$ 17,937,725	$ 14,290,512

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED, DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

RECONCILIATION TO THE STATEMENT OF ACTIVITIES	2021	2020
Net Change in Fund Balances as Shown on Previous Page	$ 3,647,213	$ (790,847)
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital Assets Reported as Capital Outlay in Governmental Fund Statements	5,240,667	9,620,910
Depreciation Expense Reported in the Statement of Activities	(3,701,359)	(3,272,746)
Net Book Value of Disposals	(89,996)	-
Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned.	(937,831)	1,290,287
Debt issued provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.		
Long-Term Debt Issued	(10,270,000)	(11,010,000)
Premium on Debt Issued	(346,800)	(314,293)
Principal Repaid	6,625,000	6,855,000
Capital Leases Paid	65,401	90,980
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds:		
Accrued Interest on Long-Term Debt	(21,045)	(39,420)
Amortization of Debt Premium	230,648	198,410
Compensated Absences	(88,996)	(106,899)
Net Pension Asset	2,749,359	2,767,169
Net Pension Liability	-	3,032,857
Deferred Outflows of Resources Related to Pensions	2,696,442	(1,696,705)
Deferred Inflows of Resources Related to Pensions	(3,780,869)	(4,097,818)
Other Postemployment Benefits	(331,387)	(495,215)
Deferred Outflows of Resources Related to Other Postemployment Benefits	164,457	422,607
Deferred Inflows of Resources Related to Other Postemployment Benefits	(27,957)	(4,424)
Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue (expense) of the Internal service funds is reported with governmental activities.	(261,470)	437,651
Change in Net Position of Governmental Activities as Reported in the Statement of Activities (see Pages 16 - 17)	$ 1,561,477	$ 2,887,504

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - GENERAL FUND
YEAR ENDED DECEMBER 31, 2021
(WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED DECEMBER 31, 2020)

	Budget			Variance Final Budget - Positive	2020
	Original	Final	Actual	(Negative)	Actual
REVENUES					
Taxes	$ 8,355,517	$ 8,355,517	$ 8,346,552	$ (8,965)	$ 8,215,874
Intergovernmental	3,374,551	3,374,551	4,349,954	975,403	3,839,196
Licenses and Permits	913,450	913,450	1,046,324	132,874	976,936
Fines and Forfeits	410,000	410,000	409,761	(239)	338,891
Public Charges for Services	1,539,045	1,539,045	1,883,072	344,027	1,245,083
Intergovernmental Charges for Services	1,422,690	1,422,690	1,433,393	10,703	1,275,129
Miscellaneous	682,940	682,940	56,503	(626,437)	406,761
Total Revenues	16,698,193	16,698,193	17,525,559	827,366	16,297,870
EXPENDITURES					
Current:					
General Government	2,317,446	2,317,446	1,956,733	360,713	2,380,629
Public Safety	9,677,115	9,677,115	9,519,570	157,545	9,351,404
Public Works	2,310,722	2,310,722	1,863,127	447,595	2,538,102
Sanitation	757,852	757,852	648,644	109,208	760,258
Health and Human Services	569,653	569,653	655,284	(85,631)	550,683
Culture and Recreation	2,494,465	2,494,465	2,357,199	137,266	2,002,992
Conservation and Development	378,863	378,863	363,956	14,907	387,355
Total Expenditures	18,506,116	18,506,116	17,364,513	1,141,603	17,971,423
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,807,923)	(1,807,923)	161,046	1,968,969	(1,673,553)
OTHER FINANCING SOURCES (USES)					
Transfers in	1,806,400	1,806,400	2,398,237	591,837	1,820,906
Transfers out	-	-	(7,145)	(7,145)	(104,987)
Total Other Financing Sources (Uses)	1,806,400	1,806,400	2,391,092	584,692	1,715,919
NET CHANGE IN FUND BALANCE	(1,523)	(1,523)	2,552,138	2,553,661	42,366
Fund Balance - Beginning of Year	7,881,493	7,881,493	7,881,493	-	7,839,127
FUND BALANCE - END OF YEAR	$ 7,879,970	$ 7,879,970	$ 10,433,631	$ 2,553,661	$ 7,881,493

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

	Enterprise Funds			
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility
ASSETS				
Current Assets:				
Cash and Investments	$ -	$ -	$ -	$ -
Receivables:				
Customer Accounts	2,018,595	-	2,632,490	-
Other	322,435	-	-	-
Due from Other Funds	-	235,950	2,704,352	1,479,650
Due from Other Governments	-	814,575	-	-
Inventories and Prepaid Items	26,501	-	-	-
Total Current Assets	2,367,531	1,050,525	5,336,842	1,479,650
Noncurrent Assets:				
Restricted Assets:				
Cash and Investments	-	-	150,000	-
Other Assets:				
Net Pension Asset	231,934	-	179,172	178,897
Capital Assets:				
Nondepreciable	53,207	-	-	-
Depreciable	28,369,062	-	19,392,503	14,041,667
Total Capital Assets	28,422,269	-	19,392,503	14,041,667
Total Assets	31,021,734	1,050,525	25,058,517	15,700,214
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related Amounts	386,408	-	298,551	299,090
Other Postemployment Related Amounts	29,925	-	23,118	23,082
Total Deferred Outflows of Resources	416,333	-	321,669	322,172

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
PROPRIETARY FUNDS (CONTINUED)
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

	Totals		Governmental Activities - Internal Service Funds	
	2021	2020	2021	2020
ASSETS				
Current Assets:				
Cash and Investments	$ -	$ 2,214,567	$ 2,401,616	$ 2,591,951
Receivables:				
Customer Accounts	4,651,085	4,716,678	-	-
Other	322,435	373,340	-	-
Due from Other Funds	4,419,952	-	-	-
Due from Other Governments	814,575	928,629	-	-
Inventories and Prepaid Items	26,501	25,251	-	-
Total Current Assets	10,234,548	8,258,465	2,401,616	2,591,951
Noncurrent Assets:				
Restricted Assets:				
Cash and Investments	150,000	362,720	-	-
Other Assets:				
Net Pension Asset	590,003	293,536	-	-
Capital Assets:				
Nondepreciable	53,207	53,207	-	-
Depreciable	61,803,232	60,759,372	-	-
Total Capital Assets	61,856,439	60,812,579	-	-
Total Assets	72,830,990	69,727,300	2,401,616	2,591,951
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related Amounts	984,049	695,100	-	-
Other Postemployment Related Amounts	76,125	57,947	-	-
Total Deferred Outflows of Resources	1,060,174	753,047	-	-

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
PROPRIETARY FUNDS (CONTINUED)
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Enterprise Funds			
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility
LIABILITIES				
Current Liabilities:				
Accounts Payable	$ 732,962	$ -	$ 1,295,766	$ 23,900
Accrued and Other Current Liabilities	5,685	-	4,321	3,977
Due to Other Funds	5,389,801	-	-	-
Current Portion of Long-Term Debt	102,700	-	412,852	-
Accrued Interest Payable	3,467	-	5,467	-
Total Current Liabilities	6,234,615	-	1,718,406	27,877
Long-Term Obligations, Less Current Portion:				
Advance from Other Funds	-	-	-	-
General Obligation Debt	429,873	-	446,843	-
Compensated Absences	101,241	-	107,035	92,143
Other Postemployment Benefits	72,240	-	55,806	55,720
Total Long-Term Liabilities	603,354	-	609,684	147,863
Total Liabilities	6,837,969	-	2,328,090	175,740
DEFERRED INFLOWS OF RESOURCES				
Pension Related Amounts	508,092	-	392,508	391,904
Other Postemployment Related Amounts	10,570	-	8,166	8,153
Total Deferred Inflows of Resources	518,662	-	400,674	400,057
NET POSITION				
Net Investment in Capital Assets	27,858,733	-	18,288,895	14,035,261
Restricted	231,934	-	329,172	178,897
Unrestricted	(4,009,231)	1,050,525	4,033,355	1,232,431
Total Net Position	$ 24,081,436	$ 1,050,525	$ 22,651,422	$ 15,446,589

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
PROPRIETARY FUNDS (CONTINUED)
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Totals		Governmental Activities - Internal Service Funds	
	2021	2020	2021	2020
LIABILITIES				
Current Liabilities:				
Accounts Payable	$ 2,052,628	$ 1,743,904	$ 246,435	$ 136,091
Accrued and Other Current Liabilities	13,983	10,900	-	-
Due to Other Funds	5,389,801	4,914,181	-	-
Current Portion of Long-Term Debt	515,552	875,552	-	-
Accrued Interest Payable	8,934	13,841	-	-
Total Current Liabilities	7,980,898	7,558,378	246,435	136,091
Long-Term Obligations, Less Current Portion:				
Advance from Other Funds	-	-	27,821	27,821
General Obligation Debt	876,716	1,392,268	-	-
Compensated Absences	300,419	285,769	-	-
Other Postemployment Benefits	183,766	143,085	-	-
Total Long-Term Liabilities	1,360,901	1,821,122	27,821	27,821
Total Liabilities	9,341,799	9,379,500	274,256	163,912
DEFERRED INFLOWS OF RESOURCES				
Pension Related Amounts	1,292,504	880,877	-	-
Other Postemployment Related Amounts	26,889	27,214	-	-
Total Deferred Inflows of Resources	1,319,393	908,091	-	-
NET POSITION				
Net Investment in Capital Assets	60,182,889	58,544,759	-	-
Restricted	740,003	653,964	-	-
Unrestricted	2,307,080	994,033	2,127,360	2,428,039
Total Net Position	63,229,972	60,192,756	$ 2,127,360	$ 2,428,039
Adjustment to reflect the consolidation of internal Service Fund Activities Related to Enterprise Funds	252,393	291,602		
Net Position of Business-Type Activities as Reported on the Statement of Net Position (see Page 15)	$ 63,482,365	$ 60,484,358		

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Enterprise Funds			
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility
OPERATING REVENUES				
Charges for Services	$ 6,873,630	$ -	$ 7,507,905	$ 1,951,031
Other	335,907	-	3,303,165	-
Total Operating Revenues	7,209,537	-	10,811,070	1,951,031
OPERATING EXPENSES				
Claims and Administrative Fees	-	-	-	-
Operation and Maintenance	5,222,576	-	8,075,738	945,624
Depreciation	742,558	-	661,220	501,850
Taxes	54,419	-	-	-
Total Operating Expenses	6,019,553	-	8,736,958	1,447,474
OPERATING INCOME (LOSS)	1,189,984	-	2,074,112	503,557
NONOPERATING REVENUES (EXPENSES)				
Interest Income	275	46,431	-	-
Interest and Fiscal Charges	(22,327)	-	(10,181)	-
Total Nonoperating Revenues (Expenses)	(22,052)	46,431	(10,181)	-
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	1,167,932	46,431	2,063,931	503,557
Capital contributions	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(488,907)	-	(255,728)	-
CHANGE IN NET POSITION	679,025	46,431	1,808,203	503,557
Net Position - January 1, as Originally Presente	23,402,411	1,004,094	20,843,219	14,943,032
Cumulative effect of change in accounting princ	-	-	-	-
Net Position - Beginning of Year	23,402,411	1,004,094	20,843,219	14,943,032
NET POSITION - END OF YEAR	$ 24,081,436	$ 1,050,525	$ 22,651,422	$ 15,446,589

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Totals		Governmental Activities - Internal Service Funds	
	2021	2020	2021	2020
OPERATING REVENUES				
Charges for Services	$ 16,332,566	$ 15,862,725	$ 1,880,436	$ 2,414,808
Other	3,639,072	2,873,567	-	-
Total Operating Revenues	19,971,638	18,736,292	1,880,436	2,414,808
OPERATING EXPENSES				
Claims and Administrative Fees	-	-	2,194,208	1,915,108
Operation and Maintenance	14,243,938	13,864,150	-	-
Depreciation	1,905,628	1,979,125	-	-
Taxes	54,419	54,034	-	-
Total Operating Expenses	16,203,985	15,897,309	2,194,208	1,915,108
OPERATING INCOME (LOSS)	3,767,653	2,838,983	(313,772)	499,700
NONOPERATING REVENUES (EXPENSES)				
Interest Income	46,706	52,551	13,093	692
Interest and Fiscal Charges	(32,508)	(69,686)	-	-
Total Nonoperating Revenues (Expenses)	14,198	(17,135)	13,093	692
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	3,781,851	2,821,848	(300,679)	500,392
Capital contributions	-	153,081	-	-
Transfers in	-	481,455	-	-
Transfers out	(744,635)	(1,240,961)	-	-
CHANGE IN NET POSITION	3,037,216	2,215,423	(300,679)	500,392
Net Position - January 1, as Originally Presente	60,192,756	57,977,333	2,428,039	1,927,647
Cumulative effect of change in accounting princ	-	-	-	-
Net Position - Beginning of Year	60,192,756	57,977,333	2,428,039	1,927,647
NET POSITION - END OF YEAR	$ 63,229,972	$ 60,192,756	$ 2,127,360	$ 2,428,039
Change in Net Position, per Above	$ 3,037,216	$ 2,215,423		
Adjustment to Reflect the Consolidation of Internal Service Fund Activities Related to Enterprise Funds	(39,209)	62,741		
Change in Net Position of Business-Type Activities as Reported on the Statement of Activities (see Pages 16 - 17)	$ 2,998,007	$ 2,278,164		

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

	Enterprise Funds			
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers	$ 7,016,983	$ -	$ 11,120,122	$ 1,951,031
Cash Received for Services Provided	-	-	-	-
Cash Paid for Employee Wages and Benefits	(870,982)	-	(674,860)	(718,148)
Cash Paid to Suppliers	(4,451,070)	-	(7,121,283)	(288,418)
Net Cash Provided (Used) by Operating Activities	1,694,931	-	3,323,979	944,465
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Due to/from Other Funds	475,620	(235,950)	(2,704,352)	(1,479,650)
Transfer in (out)	(488,907)	-	(255,728)	-
Net Cash Provided (Used) by Noncapital Financing Activities	(13,287)	(235,950)	(2,960,080)	(1,479,650)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition of Capital Assets	(1,560,910)	-	(774,613)	(613,965)
Proceeds from Sale of Treatment Plant	-	114,054	-	-
Principal Paid on Long-Term Debt	(470,000)	-	(390,000)	-
Interest Paid on Long-Term Debt	(26,618)	-	(26,349)	-
Net Cash Provided (Used) By Capital and Related Financing Activities	(2,057,528)	114,054	(1,190,962)	(613,965)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Received	275	46,431	-	-
CHANGE IN CASH AND CASH EQUIVALENTS	(375,609)	(75,465)	(827,063)	(1,149,150)
Cash and Cash Equivalents - Beginning of Year	375,609	75,465	977,063	1,149,150
CASH AND CASH EQUIVALENTS - END OF YEAR	$ -	$ -	$ 150,000	$ -

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

	Totals		Governmental Activities - Internal Service Funds	
	2021	2020	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers	$ 20,088,136	$ 17,819,798	$ -	$ -
Cash Paid for Services Provided	-	-	1,880,436	2,414,808
Cash Paid for Employee Wages and Benefits	(2,263,990)	(2,291,779)	-	-
Cash Paid to Suppliers	(11,860,771)	(11,449,106)	(2,083,864)	(1,846,082)
Net Cash Provided (Used) by Operating Activities	5,963,375	4,078,913	(203,428)	568,726
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Due to/from Other Funds	(3,944,332)	1,144,374	-	-
Transfer in (out)	(744,635)	(759,506)	-	-
Net Cash Provided (Used) by Noncapital Financing Activities	(4,688,967)	384,868	-	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition of Capital Assets	(2,949,488)	(3,343,510)	-	-
Proceeds from Sale of Treatment Plant	114,054	108,622	-	-
Principal Paid on Long-Term Debt	(860,000)	(835,000)	-	-
Interest Paid on Long-Term Debt	(52,967)	(89,994)	-	-
Net Cash Provided (Used) By Capital and Related Financing Activities	(3,748,401)	(4,159,882)	-	-
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Received	46,706	52,551	13,093	692
CHANGE IN CASH AND CASH EQUIVALENTS	(2,427,287)	356,450	(190,335)	569,418
Cash and Cash Equivalents - Beginning of Year	2,577,287	2,220,837	2,591,951	2,022,533
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 150,000	$ 2,577,287	$ 2,401,616	$ 2,591,951

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

	Enterprise Funds			
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating Income (Loss)	$ 1,189,984	$ -	$ 2,074,112	$ 503,557
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Depreciation	742,558	-	661,220	501,850
Depreciation Charged to Sewer Utility	21,977	-	(21,977)	-
Change in Liability (Asset) and Deferred Outflows and Inflows of Resources:				
Pension	(68,485)	-	(52,577)	(52,727)
Other Postemployment Benefits	7,599	-	6,329	8,250
Change in Operating Assets and Liabilities:				
Accounts Receivables	(192,554)	-	309,052	-
Inventories and Prepaid Items	(1,250)	-	-	-
Accounts Payable	(9,807)	-	338,381	(19,850)
Accrued and Other Current Liabilities	1,332	-	752	999
Compensated Absences	3,577	-	8,687	2,386
Net Cash Provided (Used) by Operating Activities	$ 1,694,931	$ -	$ 3,323,979	$ 944,465
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET POSITION				
Cash and Cash Equivalents in Current Assets	$ -	$ -	$ -	$ -
Cash and Cash Equivalents in Restricted Assets	-	-	150,000	-
Total Cash and Cash Equivalents	$ -	$ -	$ 150,000	$ -
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES				
Capital Contributions	$ -	$ -	$ -	$ -

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

	Totals		Governmental Activities - Internal Service Funds	
	2021	2020	2021	2020
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating Income (Loss)	$ 3,767,653	$ 2,838,983	$ (313,772)	$ 499,700
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Depreciation	1,905,628	1,979,125	-	-
Depreciation Charged to Sewer Utility	-	-	-	-
Change in Liability (Asset) and Deferred Outflows and Inflows of Resources:				
Pension	(173,789)	(4,951)	-	-
Other Postemployment Benefits	22,178	22,204	-	-
Change in Operating Assets and Liabilities:				
Accounts Receivables	116,498	(916,494)	-	-
Inventories and Prepaid Items	(1,250)	(243)	-	-
Accounts Payable	308,724	124,460	110,344	69,026
Accrued and Other Current Liabilities	3,083	(11,951)	-	-
Compensated Absences	14,650	47,780	-	-
Net Cash Provided (Used) by Operating Activities	$ 5,963,375	$ 4,078,913	$ (203,428)	$ 568,726
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET POSITION				
Cash and Cash Equivalents in Current Assets	$ -	$ 2,214,567	$ 2,401,616	$ 2,591,951
Cash and Cash Equivalents in Restricted Assets	150,000	362,720	-	-
Total Cash and Cash Equivalents	$ 150,000	$ 2,577,287	$ 2,401,616	$ 2,591,951
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES				
Capital Contributions	$ -	$ 1,752,221	$ -	$ -

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF FIDUCIARY NET POSITION
TAX COLLECTION CUSTODIAL FUND
DECEMBER 31, 2021

ASSETS	
Current Assets:	
Cash and Investments	$ 11,965,343
Receivables:	
Taxes	16,137,587
Total Assets	28,102,930
DEFERRED INFLOWS OF RESOURCES	
Property Taxes Levied for Subsequent Year	28,102,930
FIDUCIARY NET POSITION	
Restricted for Other Governments	$ -

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
TAX COLLECTION CUSTODIAL FUND
YEAR ENDED, DECEMBER 31, 2021

ADDITIONS	
Cash and Investments	$ 20,575,103
DEDUCTIONS	
Payments to Other Taxing Entities	20,575,103
CHANGE IN NET POSITION	-
Fiduciary Net Position - Beginning of Year	-
FIDUCIARY NET POSITION - END OF YEAR	$ -

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of De Pere, Wisconsin (the City), have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting principles and policies utilized by the City are described below:

A. Reporting Entity

The City is a municipal corporation governed by an elected eight member board. In accordance with GAAP, the basic financial statements are required to include the City and any separate component units that have a significant operational or financial relationship with the City. The City has not identified any component units that are required to be included in the basic financial statements in accordance with standards.

B. Related Organizations

The City's officials are also responsible for appointing the members of the boards of other organizations, but the City's accountability for these organizations does not extend beyond making the appointments. Therefore, these organizations are not included in the City's reporting entity. The Mayor and the City Council appoints some or all of the members of the following related organization:

De Pere Housing Authority

C. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which are primarily supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for services.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

CITY OF DE PERE, WISCONSIN
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Government-Wide and Fund Financial Statements (Continued)

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Governmental funds include general, special revenue, debt service and capital projects funds. Proprietary funds include enterprise and internal service funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

General Fund

This is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

Debt Service Fund

This fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.

Public Improvements Fund

This fund accounts for the acquisition or construction of major capital facilities other than those financed by proprietary fund types.

Water Utility Fund

This fund accounts for the operations of the City's water utility.

Wastewater Treatment Plant Utility Fund

This fund is used to account for the collection of the long-term receivable from the sale of the City's wastewater treatment plant utility.

Wastewater Utility Fund

This fund accounts for the operations of the City's wastewater utility.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Government-Wide and Fund Financial Statements (Continued)

Stormwater Utility Fund

This fund accounts for the operations of the City's stormwater utility.

Additionally, the City reports the following fund types:

- *Internal service fund* accounts for health insurance and dental insurances services provided to other departments or agencies of the City, or to other governments, on a cost reimbursement basis.
- The City accounts for property taxes collected on behalf of other governments in a custodial fund.

D. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the *economic resources measurement focus* and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Revenues susceptible to accrual include intergovernmental grants, intergovernmental charges for services, public charges for services and interest. Other revenues such as licenses and permits, fines and forfeits and miscellaneous revenues are recognized when received in cash or when measurable and available.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Measurement Focus and Basis of Accounting (Continued)

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, and fees and fines, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's proprietary funds are charges to customers for services. Operating expenses for proprietary funds include the costs of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources, as they are needed.

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance

1. Cash and Investments

Cash and investments are combined in the financial statements. Cash deposits consist of demand and time deposits with financial institutions and are carried at cost. Investments are stated at fair value. Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. For purposes of the statement of cash flows, all cash deposits and highly liquid investments (including restricted assets) with a maturity of three months or less from date of acquisition are considered to be cash equivalents.

2. Property Taxes and Special Charges/Receivable

Property taxes and special charges consist of taxes on real estate and personal property and user charges assessed against City properties. They are levied during December of the prior year and become an enforceable lien on property the following January 1. Property taxes are payable in various options depending on the type and amount. Personal property taxes and special charges are payable on or before January 31 in full. Real estate taxes are payable in full by January 31 or in two equal installments on or before January 31 and July 31. Real estate taxes not paid by January 31 are purchased by the County as part of the February tax settlement. Delinquent personal property taxes remain the collection responsibility of the City. Special charges not paid by January 31 are held in trust by the County and remitted to the City, including interest, when collected by the County.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

2. Property Taxes and Special Charges/Receivable (Continued)

In addition to its levy, the City also levies and collects taxes for the De Pere and West De Pere Schools, Brown County, and Northeast Wisconsin Technical College. Brown County currently collects the City's property taxes by agreement.

3. Accounts Receivable

Accounts receivable are recorded at gross amounts with uncollectible amounts recognized under the direct write-off method. No allowance for uncollectible accounts has been provided since it is believed that the amount of such allowance would not be material to the basic financial statements.

4. Special Assessments

Assessments against property owners for public improvements are generally not subject to full settlement in the year levied. Special assessments are placed on tax rolls on an installment basis. Revenue from special assessments recorded in governmental funds is recognized as collections are made or as current installments are placed on tax rolls. Installments placed on the 2020 tax roll are recognized as revenue in 2021. Special assessments are subject to collection procedures.

5. Loans Receivable

The City has received federal and state grant funds for economic development and housing rehabilitation loan programs and has passed the funds to various businesses and individuals in the form of loans. The City records a loan receivable and expenditure when the loan has been made and the funds disbursed. No allowance for uncollectible accounts has been provided since it is believed that the amount of such allowance would not be material to the basic financial statements. In the governmental funds, the City records a deferred inflow of resources for the net amount of the receivable. As the loans are repaid, revenue is recognized. Any unspent loan proceeds are presented as restricted fund balance in the fund financial statements.

6. Interfund Receivables and Payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" and "due to other funds" in the fund financial statements. Noncurrent portions of the interfund receivables for the general fund are reported as "advances to other funds" and are offset by nonspendable fund balance since they do not constitute expendable available financial resources and therefore are not available for appropriation.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

6. Interfund Receivables and Payables (Continued)

The amount reported on the statement of net position for internal balances represents the residual balance outstanding between the governmental and business-type activities.

7. Inventories

Inventories are recorded at cost, which approximates market, using the first-in, first-out method. Inventories consist of expendable supplies held for consumption. The cost is recorded as an expenditure at the time individual inventory items are consumed rather than when purchased.

Inventories of governmental funds in the fund financial statements are classified as nonspendable fund balance to indicate that they do not represent spendable available financial resources.

8. Prepaid Items

Payments made to vendors that will benefit periods beyond the end of the current fiscal year are recorded as prepaid items and are accounted for on the consumption method.

Prepaid items of governmental funds in the fund financial statements are offset by nonspendable fund balance to indicate that they do not represent spendable available financial resources.

9. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of $5,000 or higher and an estimated useful life in excess of a year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

9. Capital Assets (Continued)

Capital assets of the City are depreciated using the straight-line method over the following estimated useful lives:

Assets	Governmental Activities	Business-Type Activities
	Years	
Land Improvements	15 - 25	-
Buildings and Improvements	30 - 50	25 - 50
Machinery and Equipment	5 - 25	3 - 10
Infrastructure	25 - 100	25 - 100

10. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick leave benefits in accordance with employee handbook policies and/or bargaining unit agreements. All vacation and sick leave is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds in the fund financial statements only if they have matured, for example, as a result of employee resignations and retirements.

11. Deferred Outflows/Inflows of Resources

Deferred outflows of resources are a consumption of net position by the government that is applicable to a future reporting period. Deferred inflows of resources are an acquisition of net position by the government that is applicable to a future reporting period. The recognition of those outflows and inflows as expenses or expenditures and revenues are deferred until the future periods to which the outflows and inflows are applicable.

Governmental funds may report deferred inflows of resources for unavailable revenues. The City reports unavailable revenues for special assessments and loan receivables. These inflows are recognized as revenues in the government-wide financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

12. Long-Term Obligations

In the government-wide financial statements, and proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

13. Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense (revenue), information about the fiduciary net position of the Wisconsin Retirement System (WRS) and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

14. Other Postemployment Benefits Other Than Pensions (OPEB)

Local Retiree Life Insurance Fund

The fiduciary net position of the Local Retiree Life Insurance Fund (LRLIF) has been determined using the flow of economic resources measurement focus and the accrual basis of accounting. This includes for purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to other postemployment benefits, OPEB expense (revenue), and information about the fiduciary net position of the LRLIF and additions to/deductions from LRLIF's fiduciary net position have been determined on the same basis as they are reported by LRLIF. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

15. Fund Equity

Governmental Fund Financial Statements

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- **Nonspendable fund balance**. Amounts that are not in spendable form (such as inventory, prepaid items, or long-term receivables) or are legally or contractually required to remain intact.

- **Restricted fund balance**. Amounts that are constrained for specific purposes by external parties (such as grantor or bondholders), through constitutional provisions, or by enabling legislation.

- **Committed fund balance.** Amounts that are constrained for specific purposes by action of the City Council. These constraints can only be removed or changed by the City Council using the same action that was used to create them.

- **Assigned fund balance**. Amounts that are constrained for specific purposes by action of City management. The City Council has not authorized any City official or committee to assign fund balance. Residual amounts in any governmental fund, other than the General Fund, are also reported as assigned.

- **Unassigned fund balance**. Amounts that are available for any purpose. Positive unassigned amounts are only reported in the General Fund.

The City has adopted a fund balance spend-down policy regarding the order in which fund balance will be utilized. Where applicable, the policy requires restricted funds to be spent first, followed by committed funds, and then assigned funds. Unassigned funds would be spent last.

CITY OF DE PERE, WISCONSIN
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

15. Fund Equity (Continued)

Government-Wide and Proprietary Fund Statements

Equity is classified as net position and displayed in three components:

- **Net investment in capital assets.** Amount of capital assets, net of accumulated depreciation, and capital related deferred outflows of resources less outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets and any capital related deferred inflows of resources.

- **Restricted net position**. Amount of net position that is subject to restrictions that are imposed by 1) external groups, such as creditors, grantors, contributors or laws or regulations of other governments or 2) law through constitutional provisions or enabling legislation.

- **Unrestricted net position**. Net position that is neither classified as restricted nor as net investment in capital assets.

F. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

G. Prior Year Information

Comparative amounts for the prior year have been presented in the basic financial statements to provide an understanding of changes in the City's financial position and operations. The comparative amounts may be summarized in total and not at the level of detail required for a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the government's financial statements for the year ended December 31, 2020, from which the summarized information was derived.

NOTE 2 STEWARDSHIP AND COMPLIANCE

A. Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the basic financial statements:

1. During November, City management submits to the City Council a proposed operating budget for the calendar year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them. After submission to the governing body, public hearings are held to obtain taxpayer comments. Following the public hearings, the proposed budget, including authorized additions and deletions, is legally enacted by City Council action.
2. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. Budget is defined as the originally approved budget plus or minus approved amendments. Individual amendments throughout the year were not material in relation to the original budget. Budget appropriations not expended during the year are closed to fund balance unless authorized by the governing body to be forwarded into the succeeding year's budget.
3. During the year, formal budgetary integration is employed as a management control device for the governmental funds adopting a budget.
4. Expenditures may not exceed appropriations provided in detailed budget accounts maintained for each activity or department of the City. Amendments to the budget during the year require initial approval by management and are subsequently authorized by the City Council.
5. Encumbrance accounting is not used by the City to record commitments related to unperformed contracts for goods or services.

The City did not have any material violation of legal or contractual provisions for the fiscal year ended December 31, 2021.

NOTE 2 STEWARDSHIP AND COMPLIANCE (CONTINUED)

B. Excess of Expenditures Over Budget Appropriations

The following expenditure accounts of the governmental funds had actual expenditures in excess of budget appropriations for the year ended December 31, 2021 as follows:

Funds	Excess Expenditures
General Government:	
Clerk/Treasurer	$ 1,904
Accounting and Finance	9,632
Data Processing	16,531
Personnel and Insurance	5,549
Public Safety:	
Police Department Outlay	48,781
Fire/Ambulance Department Outlay	2,626
Public Works:	
Street Machinery Repair Outlay	8,098
Street Maintenance Outlay	516
Weed Cutting	7,209
Traffic Signs and Markings Outlay	2,765
Street Lighting	11,049
Street Cleaning	2,214
Sanitation:	
Garbage and Refuse Collection	2,596
Recycling	3,100
Health and Human Services:	
Nurse	87,253
Culture and Recreation:	
Swimming Pools	48,691
Boat Ramps Outlay	12,411
Forestry	59,988

NOTE 2 STEWARDSHIP AND COMPLIANCE (CONTINUED)

C. Deficit Fund Equity

The following funds had deficit fund balance as of December 31, 2021:

Funds	Deficit Fund Balance
Special Revenue Fund	
MicroFund Loan Program	$ 106,096
Capital Projects Funds:	
Public Improvements	323,576
Pool Capital Projects	1,472,715
TID No. 7	1,552,270
TID No. 9	288,859
TID No. 10	1,080,684
TID No. 16	41,022
TID No. 17	7,991

The City anticipates funding the above deficits from future revenues of the funds.

D. Property Tax Levy Limit

Wisconsin state statutes provide for a limit on the property tax levies for all Wisconsin cities, villages, towns and counties. For the 2021 and 2022 budget years, Wisconsin Statutes limit the increase in the maximum allowable tax levy to the change in the City's January 1 equalized value as a result of net new construction. The actual limit for the City for the 2021 budget was 1.05%. The actual limit for the City for the 2022 budget was 1.68%. Debt service for debt authorized after July 1, 2005 is exempt from the levy limit. In addition, Wisconsin statutes allow the limit to be adjusted for the increase in debt service authorized prior to July 1, 2005 and in certain other situations.

NOTE 3 DETAILED NOTES ON ALL FUNDS

A. Cash and Investments

The City maintains various cash and investment accounts, including pooled funds that are available for use by all funds. Each fund's portion of these accounts is displayed on the financial statements as "Cash and investments".

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Invested cash consists of deposits and investments that are restricted by Wisconsin Statutes to the following:

> Time deposits; repurchase agreements; securities issued by federal, state and local governmental entities; statutorily authorized commercial paper and corporate securities; and the Wisconsin local government investment pool.

The carrying amount of the City's cash and investments totaled $36,855,165 on December 31, 2021 as summarized below:

Petty Cash and Cash on Hand	$ 5,981
Deposits with Financial Institutions	17,743,391
Investments:	
U.S. Treasury Securities	3,675,964
Federal Agency Securities	1,824,279
Negotiable Certificate of Deposits	2,516,750
Corporate Bonds and Notes	330,142
Municipal Bonds	2,321,944
Money Market Mutual Funds	768,334
Wisconsin Local Government Investment Pool	7,668,380
Total	$ 36,855,165

Reconciliation to the Basic Financial Statements:

Government-Wide Statement of Net Position:	
Cash and Investments	$ 21,607,702
Restricted Cash and Investments	3,282,120
Fiduciary Fund Statement of Net Position:	
Cash and Investments	11,965,343
Total	$ 36,855,165

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant observable inputs; Level 3 inputs are significant unobservable inputs. The City has the following fair value measurements as of December 31, 2021:

	Fair Value Measurements Using:		
	Level 1	Level 2	Level 3
Investments:			
U.S. Treasury Securities	$ -	$ 3,675,964	$ -
Federal Agency Securities	-	1,824,279	-
Corporate Bonds and Notes	-	330,142	-
Municipal Bonds	-	2,321,944	-
Money Market Mutual Funds	768,334	-	-
Negotiable Certificates of Deposit	-	2,516,750	-
Total	$ 768,334	$ 10,669,079	$ -

Deposits and investments of the City are subject to various risks. Presented below is a discussion of the City's deposits and investments and the related risks.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. Wisconsin statutes require repurchase agreements to be fully collateralized by bonds or securities issued or guaranteed by the federal government or its instrumentalities. The city's policy required collateralization for depository institutions rated average. Collateralization is not required for institutions rated superior or excellent.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Custodial Credit Risk (Continued)

Deposits with financial institutions within the state of Wisconsin are insured by the Federal Deposit Insurance Corporation (FDIC) in the amount of $250,000 for the combined amount of all time and savings deposits and $250,000 for interest-bearing and noninterest-bearing demand deposits per official custodian per insured depository institution. Deposits with financial institutions located outside the state of Wisconsin are insured by the FDIC in the amount of $250,000 for the combined amount of all deposit accounts per official custodian per depository institution. Also, the state of Wisconsin has a State Guarantee Fund which provides a maximum of $400,000 per public depository above the amount provided by an agency of the U.S. Government. However, due to the relatively small size of the State Guarantee Fund in relation to the Fund's total coverage, total recovery of insured losses may not be available. This coverage has been considered in determining custodial credit risk.

As of December 31, 2021, $17,542,082 of the City's deposits with financial institutions were in excess of federal and state depository insurance limits. $17,542,082 was collateralized with securities held by the pledging financial institution or its trust department or agent but not in the City's name.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Wisconsin statutes limit investment in securities to the top two ratings assigned by nationally recognized statistical rating organizations. The City does not have an additional credit risk policy. Presented below is the actual rating as of the year-end for each investment type.

Investment Type	Amount	Exempt from Disclosure	AAA	Aa	A	Not Rated
U.S. Treasury Securities	$ 3,675,964	$ 3,675,964	$ -	$ -	$ -	$ -
Federal Agency Securities	1,824,279	-	1,824,279	-	-	-
Negotiable Certificates of Deposit	2,516,750	-	2,516,750	-	-	-
Corporate Bonds and Notes	330,142	330,142	-	-	-	-
Municipal Bonds	2,321,944	375,287	982,724	826,079	137,854	-
Money Market Mutual Funds	768,334	768,334	-	-	-	-
Wisconsin Local Government Investment Pool	7,668,380	7,668,380	-	-	-	-
Totals	$ 19,105,793	$ 12,818,107	$ 5,323,753	$ 826,079	$ 137,854	$ -

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by State of Wisconsin. Investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of total City investments are as follows:

Issuer	Investment Type	Amount
Federal Farm Credit Bank	Federal Agency Securities	$ 1,004,686

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. As of June 30, 2021, the Wisconsin local government investment pool had a weighted average maturity of 31 days.

Information about the sensitivity of the fair values of the City's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

		Remaining Maturity (in Months)			
Investment Type	Amount	12 Months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months
U.S. Treasury Securities	$ 3,675,964	$ 1,916,683	$ 1,036,221	$ 723,060	$ -
Federal Agency Securities	1,824,279	-	254,058	1,570,221	-
Negotiable Certificates of Deposit	2,516,750	1,497,356	771,786	247,608	-
Corporate Bonds and Notes	330,142	-	-	330,142	-
Municipal Bonds	2,321,944	918,939	624,393	778,612	-
Money Market Mutual Funds	768,334	768,334	-	-	-
Wisconsin Local Government Investment Pool	7,668,380	7,668,380	-	-	-
Totals	$ 19,105,793	$ 12,769,692	$ 2,686,458	$ 3,649,643	$ -

Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

The City's investments include the following investments that are highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above):

Highly Sensitive Investments	Fair Value at Year-End
Mortgage backed securities. These securities are subject to early payment in a period of declining interest rates. The resultant reduction in expected total cash flows affects the fair value of these securities and makes the fair values of these securities highly sensitive to changes in interest rates.	$ 1,824,279

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Wisconsin Local Government Investment Pool

The City has investments in the Wisconsin Local Government Investment Pool of $7,668,380 at year-end. The LGIP is part of the State Investment Fund (SIF), and is managed by the State of Wisconsin Investment Board. The SIF is not registered with the Securities and Exchange Commission, but operates under the statutory authority of Wisconsin Chapter 25. The SIF reports the fair value of its underlying assets annually. Participants in the LGIP have the right to withdraw their funds in total on one day's notice.

B. Restricted Assets

Restricted assets on December 31, 2021 totaled $3,282,120 and consisted of cash and investments held for the following purposes:

Funds	Amount	Purpose
Debt Service Fund:		
Debt Retirement	$ 2,318,646	Resources available for debt retirement
Special Revenue Funds:		
Development Loans	813,474	Resources available for economic development loans
Total Governmental Funds	3,132,120	
Enterprise Funds:		
Wastewater Utility:		
Equipment Replacement	150,000	To be used for replacement of certain assets for DNR requirements
Total	$ 3,282,120	

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

C. Due from Other Governments

In prior years, the City of De Pere sold its wastewater treatment facility to the Green Bay Metropolitan Sewerage District (GMBSD) with the sale price repaid to the City over a 20 year period. The notes receivable from GBMSD was discounted using a 5% interest rate. Annual principal and interest payments of $160,485 are due annually through 2027, with a notes receivable balance of $814,575 as of December 31, 2021 as summarized below.

Year Ended December 31,	Principal	Interest	Total
2022	$ 119,756	$ 40,729	$ 160,485
2023	125,744	34,741	160,485
2024	132,031	28,454	160,485
2025	138,633	21,852	160,485
2026	145,564	14,921	160,485
2027	152,847	7,638	160,485
Total	$ 814,575	$ 148,335	$ 962,910

D. Capital Assets

Capital asset activity for the year ended December 31, 2021 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital Assets, Nondepreciable:				
Land	$ 9,446,073	$ -	$ 76,996	$ 9,369,077
Construction in Progress	68,880	-	68,880	-
Total Capital Assets, Nondepreciable	9,514,953	-	145,876	9,369,077
Capital Assets, Depreciable:				
Land Improvements	11,272,784	2,054,478	-	13,327,262
Buildings and Improvements	13,059,166	44,629	-	13,103,795
Machinery and Equipment	11,805,401	1,666,007	366,505	13,104,903
Infrastructure	85,092,162	1,544,433	-	86,636,595
Subtotals	121,229,513	5,309,547	366,505	126,172,555
Less Accumulated Depreciation for:				
Land Improvements	2,487,217	502,391	-	2,989,608
Buildings and Improvements	8,055,100	336,411	-	8,391,511
Machinery and Equipment	8,038,734	686,215	353,505	8,371,444
Infrastructure	36,025,754	2,176,342	-	38,202,096
Subtotals	54,606,805	3,701,359	353,505	57,954,659
Total Capital Assets, depreciable, Net	66,622,708	1,608,188	13,000	68,217,896
Governmental Activities Capital Assets, Net	$ 76,137,661	$ 1,608,188	$ 158,876	77,586,973
Less: Capital Related Debt				44,015,000
Less: Debt Premium				1,865,500
Less: Capital Related Accounts Payable				639,398
Add: Unspent Proceeds				3,130,776
Net Investment in Capital Assets				$ 34,197,851

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

D. Capital Assets (Continued)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activities:				
Capital Assets, Nondepreciable:				
Land	$ 53,207	$ -	$ -	$ 53,207
Capital Assets, Depreciable:				
Buildings and Improvements	892,181	-	-	892,181
Machinery and Equipment	6,614,319	227,689	-	6,842,008
Infrastructure	82,090,329	2,721,799	207,764	84,604,364
Subtotals	89,596,829	2,949,488	207,764	92,338,553
Less Accumulated Depreciation	28,837,457	1,905,628	207,764	30,535,321
Total Capital Assets, Depreciable, Net	60,759,372	1,043,860	-	61,803,232
Business-Type Activities Capital Assets, Net	$ 60,812,579	$ 1,043,860	$ -	61,856,439
Less: Capital Related Debt				1,340,000
Less: Debt Premium				52,268
Less: Capital Related Accounts Payable				281,282
Net Investment in Capital Assets				$ 60,182,889

Depreciation expense was charged to functions of the City as follows:

Governmental Activities:	
General Government	$ 115,982
Public Safety	349,544
Public Works	2,500,373
Culture and Recreation	735,460
Total Depreciation Expense - Governmental Activities	$ 3,701,359
Business-Type Activities:	
Water Utility	$ 742,558
Wastewater Utility	661,220
Stormwater Utility	501,850
Total Depreciation Expense - Business-Type Activities	$ 1,905,628

CITY OF DE PERE, WISCONSIN
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Interfund Receivable, Payables, and Transfers

Interfund receivables and payables between individual funds of the City, as reported in the fund financial statements, as of December 31, 2021 are detailed below:

	Interfund Receivables	Interfund Payables
Temporary Cash Advances to Finance Operating Cash Deficits:		
Governmental Funds:		
General	$ 2,643,212	$ -
Cable Access	-	16,896
TID No. 6	2,859,889	-
TID No. 7	-	1,456,372
TID No. 9	-	280,078
TID No. 10	-	1,074,536
TID No. 16	-	41,022
TID No. 17	-	7,881
Development Loan Program	-	6,638
De Pere Micro Loan Fund	-	106,096
Public Improvements	-	71,018
Pool Capital Projects	-	1,472,715
Proprietary Fund:		
Wastewater Utility	2,704,352	-
Stormwater Utility	1,479,650	-
Waterwater Treatment Plant Utility	235,950	-
Water Utility	-	5,389,801
Subtotal	9,923,053	9,923,053
Long-Term Advances:		
General Fund	27,821	-
Internal Service Funds:		
Health Self Insurance	-	17,821
Dental Self Insurance	-	10,000
Subtotal	27,821	27,821
Totals	$ 9,950,874	$ 9,950,874

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Interfund Receivable, Payables, and Transfers (Continued)

Interfund transfers for the year ended December 31, 2021 were as follows:

Funds	Transfer In	Transfer Out
General	$ 2,398,237	$ 7,145
Development Loan Program	85,000	-
De Pere Micro Loan Program	-	85,000
Wastewater Utility	-	255,728
Water Utility	-	488,907
Public Improvements	-	250,000
Capital Equipment	-	800,000
Pool Capital Projects	900,000	1,025,105
TID No. 5	-	3,067,406
TID No. 6	2,000,000	334,541
TID No. 7	-	220,437
TID No. 8	-	260,645
TID No. 9	-	123,097
TID No. 10	-	527,604
TID No. 11	-	292,845
TID No. 12	-	53,863
TID No. 13	-	136,825
TID No. 14	-	92,274
Cable Access	7,145	-
Debt Service	3,531,040	900,000
Total	$ 8,921,422	$ 8,921,422

Interfund transfers were made for the following purposes:

Transfer to Debt Service for Debt Payments	$ 2,523,903
Transfer to General Fund for Equipment Purchases	1,859,796
Transfer to General Fund for Payment in Lieu of Taxes	494,635
Transfer to Cable Access for Deficit	7,145
Transfer from TID 5 to TID 6 Per Increment Sharing Agreement	2,000,000
Transfer to Fund Pool Projects	900,000
Transfer from TID 5 to Debt Service Fund for TID Close-out	1,050,943
Transfer Unused Funds to Developer Incentive Program	85,000
Total	$ 8,921,422

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Short-Term Obligations

The City issued short-term promissory notes in advance of property tax collections. Short-term debt activity for the year ended December 31, 2021 was as follows:

	Outstanding 1/1/21	Issued	Retired	Outstanding 12/31/21
Note	$ 250,000	$ 350,000	$ 250,000	$ 350,000

Short-term notes payable at December 31, 2021 of $350,000 consist of the following promissory notes:

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance 12/31/21
Note	12/21/21	2/22/22	3.50%	$ 350,000	$ 350,000

Total interest paid for the year on short-term debt totaled $1,414.

G. Long-Term Obligations

The following is a summary of changes in long-term obligations of the City for the year ended December 31, 2021:

	Beginning Balance	Issued	Retired	Ending Balance	Due Within One Year
Governmental Activities:					
General Obligation Debt:					
Bonds	$ 5,990,000	$ -	$ 2,555,000	$ 3,435,000	$ 615,000
Taxable bonds	605,000	-	310,000	295,000	145,000
Community Development Bonds	5,175,000	-	170,000	5,005,000	230,000
Notes	24,515,000	6,375,000	3,385,000	27,505,000	3,700,000
Taxable Notes	4,085,000	3,895,000	205,000	7,775,000	445,000
Total General Obligation Debt	40,370,000	10,270,000	6,625,000	44,015,000	5,135,000
Debt Premium	1,749,348	346,800	230,648	1,865,500	259,788
Capital Leases	65,401	-	65,401	-	-
Compensated Absences	1,850,151	88,996	-	1,939,147	-
Governmental Activities Long-Term Obligations	$ 44,034,900	$ 10,705,796	$ 6,921,049	$ 47,819,647	$ 5,394,788
Business-Type Activities:					
General Obligation Debt:					
Notes	$ 1,830,000	$ -	$ 490,000	$ 1,340,000	$ 500,000
Revenue Bonds	370,000	-	370,000	-	-
Debt Premium	67,820	-	15,552	52,268	15,552
Compensated Absences	285,769	14,650	-	300,419	-
Business-Type Activities Long-Term Obligations	$ 2,553,589	$ 14,650	$ 875,552	$ 1,692,687	$ 515,552

Total interest paid during the year on long-term debt totaled $1,079,370.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

G. Long-Term Obligations (Continued)

General Obligation Debt

General obligation debt currently outstanding is detailed as follows:

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance 12/31/21
General Obligation Bonds:					
2013A	08/13/13	2028	3.00-3.625%	$ 5,650,000	$ 1,430,000
2014A	11/20/14	2029	2.00-3.00%	1,075,000	610,000
2014B	11/20/14	2023	2.00-3.00%	2,530,000	160,000
2017B	10/18/17	2027	2.75%	1,700,000	1,235,000
General Obligation Taxable Bonds:					
2013B	08/13/13	2023	2.00-3.50%	2,530,000	295,000
General Obligation Community Development Bonds:					
2018B	09/20/18	2033	3.25-5.00%	5,545,000	5,005,000
General Obligation Notes:					
2015A	09/24/15	2025	2.00-3.00%	8,285,000	1,730,000
2016A	10/19/16	2026	1.00-2.00%	7,915,000	3,790,000
2017A	10/18/17	2027	2.00-2.25%	2,015,000	1,030,000
2018A	09/20/18	2028	3.00-5.00%	2,600,000	1,820,000
2019A	10/21/19	2029	3.00-4.00%	8,715,000	6,640,000
2020A	10/14/20	2030	1.00-2.00%	8,340,000	7,460,000
2021A	10/15/21	2031	2.00%	6,375,000	6,375,000
General Obligation Taxable Notes:					
2016B	10/19/16	2026	2.00-2.25%	890,000	440,000
2019B	10/21/19	2029	2.25-2.70%	880,000	880,000
2020B	10/14/20	2030	0.35-1.40%	2,670,000	2,560,000
2021A	10/15/21	2031	0.35-1.80%	3,895,000	3,895,000
Total Outstanding General Obligation Debt					$ 45,355,000

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

G. Long-Term Obligations (Continued)

General Obligation Debt (Continued)

Annual principal and interest maturities of the outstanding general obligation debt of $45,355,000 on December 31, 2021 are detailed below:

Year Ended December 31,	Governmental Activities		Business-Type Activities		Totals	
	Principal	Interest	Principal	Interest	Principal	Interest
2022	$ 5,135,000	$ 1,040,824	$ 500,000	$ 26,800	$ 5,635,000	$ 1,067,624
2023	5,030,000	934,531	205,000	16,800	5,235,000	951,331
2024	5,250,000	808,004	210,000	12,700	5,460,000	820,704
2025	5,140,000	674,156	210,000	8,500	5,350,000	682,656
2026	4,910,000	537,291	215,000	4,300	5,125,000	541,591
2027-2031	17,515,000	1,130,723	-	-	17,515,000	1,130,723
2032-2033	1,035,000	48,425	-	-	1,035,000	48,425
Total	$ 44,015,000	$ 5,173,954	$ 1,340,000	$ 69,100	$ 45,355,000	$ 5,243,054

For governmental activities, the other long-term liabilities are generally funded by the general fund.

Current Refunding

During 2021, the City currently refunded general obligations bonds from 2011 and 2012, respectively. The City issued $1,705,000 of general obligation notes to call the refunded debt. The current refunding was undertaken to reduce total debt service payments over the next five years by $89,010 and to obtain an economic gain (difference between the present value of the debt service payments of the refunded debt) of $82,065.

Legal Margin for New Debt

The City's legal margin for creation of additional general obligation debt on December 31, 2021 was $80,122,315 as follows:

Equalized Valuation of the City	$ 2,509,546,300
Statutory Limitation Percentage	(x) 5%
General Obligation Debt Limitation, Per Section 67.03 of the Wisconsin Statutes	125,477,315
Total Outstanding General Obligation Debt Applicable to Debt Limitation	45,355,000
Legal Margin for New Debt	$ 80,122,315

H. Conduit Debt Obligations

From time to time, the City has issued Industrial Revenue Bonds to provide financial assistance to private sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. Neither the City, the State, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. As of December 31, 2021, $113,030 of Industrial Revenue Bonds were outstanding.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Pension Plan

1. Plan Description

The Wisconsin Retirement System (WRS) is a cost-sharing, multiple-employer, defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible state of Wisconsin, local government, and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, expected to work at least 1200 hours a year (880 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

ETF issued a standalone Annual Comprehensive (ACFR), which can be found at https://etf.wi.gov/publications/cafr.htm.

For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

Employees who retire at or after age 65 (54 for protective occupation and 62 for elected officials and executive service retirement plan participants), if hired on or before December 31, 2016 are entitled to a retirement benefit based on a formula factor, their final average earnings, and creditable service.

Final average earnings is the average of the participant's three highest earnings periods. Creditable service includes current service and prior service for which a participant received earnings and made contributions as required. Creditable service also includes creditable military service. The retirement benefit will be calculated as a money purchase benefit based on the employee's contributions plus matching employer's contributions, with interest, if that benefit is higher than the formula benefit.

Vested participants may retire at or after age 55 (50 for protective occupations) and receive an actuarially-reduced benefit. Participants terminating covered employment prior to eligibility for an annuity may either receive employee-required contributions plus interest as a separation benefit or leave contributions on deposit and defer application until eligible to receive a retirement benefit.

The WRS also provides death and disability benefits for employees.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Pension Plan (Continued)

2. Postretirement Adjustments

The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the "floor") set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

Year	Core Fund Adjustment	Variable Fund Adjustment
2011	-1.2%	11%
2012	-7.0%	-7%
2013	-9.6%	9%
2014	4.7%	25%
2015	2.9%	2%
2016	0.5%	-5%
2017	2.0%	4%
2018	2.4%	17%
2019	0.0%	-10%
2020	1.7%	21%

3. Contributions

Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for general category employees, including teachers, Executives and Elected Officials. Starting on January 1, 2016, the Executives and Elected Officials category was merged into the General Employee Category. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

During the year ending December 31, 2021, the WRS recognized $1,180,293 in contributions from the City.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Pension Plan (Continued)

3. Contributions (Continued)

Contribution rates for the reporting period are (per WRS Employer Rates website for 2021):

Employee Category	Employee	Employer
General (including teachers, executives and elected officials)	6.75%	6.75%
Protective with Social Security	6.75%	11.75%
Protective without Social Security	6.75%	16.35%

4. Pension Assets, Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2021, the City reported an asset of $6,106,531 for its proportionate share of the net pension asset. The net pension asset was measured as of December 31, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2019 rolled forward to December 31, 2020. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The City's proportion of the net pension asset was based on the City's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2020, the City's proportion was 0.097811188% which was an increase of 0.00289029% from its proportion measured as of December 31, 2019.

For the year ended December 31, 2021, the City recognized pension revenue of $661,790.

At December 31, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 8,838,024	$ 1,903,694
Net Differences Between Projected and Actual Earnings on Pension Plan Investments	-	11,464,514
Changes in Assumptions	138,508	-
Changes in Proportion and Differences Between Employer Contributions and Proportionate Share of Contributions	44,116	9,202
Employer Contributions Subsequent to the Measurement Date	1,180,293	-
Total	$ 10,200,941	$ 13,377,410

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Pension Plan (Continued)

4. Pension Assets, Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

$1,180,923 reported as deferred outflows related to pension resulting from the City's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability (asset) in the year ended December 31, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

Year Ended December 31,	Expense
2022	$ (1,123,062)
2023	(296,258)
2024	(2,064,821)
2025	(872,621)
Total	$ (4,356,762)

5. Actuarial Assumptions

The total pension liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Valuation Date:	December 31, 2019
Measurement Date of Net Pension Liability (Asset):	December 31, 2020
Actuarial Cost Method:	Entry Age
Asset Valuation Method:	Fair Value
Long-Term Expected Rate of Return:	7.0%
Discount Rate:	7.0%
Salary Increases:	
Inflation	3.0%
Seniority/Merit	0.1%-5.6%
Mortality	Wisconsin 2018 Mortality Table
Postretirement Adjustments*	1.9%

* *No postretirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. 1.9% is the assumed annual adjustment based on the investment return assumption and the postretirement discount rate.*

Actuarial assumptions are based upon an experience study conducted in 2019 that covered a three-year period from January 1, 2015 to December 31, 2017. The total pension liability for December 31, 2020 is based upon a roll-forward of the liability calculated from the December 31, 2019 actuarial valuation.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Pension Plan (Continued)

5. Actuarial Assumptions (Continued)

Long-Term Expected Return on Plan Assets. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Current Asset Allocation %	Long-Term Expected Nominal Rate of Return %	Long-Term Expected Real Rate of Return %
Core Fund Asset Class			
Global Equities	51%	7.2%	5.5%
Fixed Income	25%	3.2%	1.5%
Inflation Sensitive Assets	16%	2.0%	1.3%
Real Estate	8%	5.6%	3.9%
Private Equity/Debt	11%	10.2%	6.7%
Multi-Asset	4%	5.8%	4.1%
Cash	-15%	0.9%	
Total Core Fund	100%	6.6%	4.7%
Variable Fund Asset Class			
U.S. Equities	70%	6.6%	4.1%
International Equities	30%	7.4%	4.9%
Total Variable Fund	100%	7.1%	4.6%

New England Pension Consultants Long Term US CPI (Inflation) Forecast: 2.4%

Asset Allocations are managed within established ranges, target percentages may differ from actual monthly allocations.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Pension Plan (Continued)

5. Actuarial Assumptions (Continued)

Single Discount Rate. A single discount rate of 7.00% was used to measure the Total Pension Liability for the current and prior year. This single discount rate is based on the expected rate of return on pension plan investments of 7.00% and a municipal bond rate of 2.00% (Source: Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2020. In describing this index, Fidelity notes that the Municipal Curves are constructed using option-adjusted analytics of a diverse population of over 10,000 tax-exempt securities.). Because of the unique structure of WRS, the 7.00% expected rate of return implies that a dividend of approximately 1.9% will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's proportionate share of the net pension liability (asset) to changes in the discount rate. The following presents the City's proportionate share of the net pension liability (asset) calculated using the discount rate of 7.00%, as well as what the City's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00%) or 1-percentage-point higher (8.00%) than the current rate:

	1% Decrease to Discount Rate (6.00%)	Current Discount Rate (7.00%)	1% Increase to Discount Rate (8.00%)
City's Proportionate Share of the Net Pension Liability (Asset)	$ 5,812,571	$ (6,106,531)	$ (14,861,023)

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. OTHER POSTEMPLOYMENT BENEFITS

The City reports OPEB related balances at December 31, 2021 as summarized below:

	OPEB Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	OPEB Expense
Single-Employer Defined OPEB Plan	$ 219,327	$ 8,354	$ 173,707	$ 3,933
Local Retiree Life Insurance Fund (LRLIF)	1,901,979	787,889	278,303	227,786
Total	$ 2,121,306	$ 796,243	$ 452,010	$ 231,719

1. Single-Employer Defined OPEB Plan

Plan Description

The Plan is a single-employer defined benefit postemployment health plan that covers retired employees of the City. Eligible retired employees have access to group medical coverage through the City's group plan. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75. City paid medical benefits are paid for as indicated below. All employees of the City are eligible for the Plan if they meet the following age and service requirements below.

Benefits Provided

The City provides medical (including prescription drugs) and dental coverage for retired employees through the City's self-insured plans.

Employees Covered by Benefit Terms

At December 31, 2021, the following employees were covered by the benefit terms:

Inactive Employees or Beneficiaries Currently Receiving Benefit Payments	2
Active Employees	119
Total	121

Contributions

Certain retired plan members and beneficiaries currently receiving benefits are required to contribute specified amounts monthly towards the cost of insurance premiums based on the employee group and their retirement date. City paid medical and dental benefits are paid until the retiree or surviving spouse becomes eligible for Medicare.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. OTHER POSTEMPLOYMENT BENEFITS (Continued)

1. Single-Employer Defined OPEB Plan (Continued)

Total OPEB Liability

The City's total OPEB liability was determined by an actuarial valuation as of December 31, 2020 and rolled forward to December 31, 2021.

Actuarial Assumptions. The total OPEB liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation:	2.00%
Salary Increases:	3.00%
Investment Rate of Return:	2.25%
Medical Care Cost Trend Rates:	6.4% decreasing by 0.10% per year down to 5.0%, and level thereafter.

Mortality rates are the same as those used in the Wisconsin 2018 Mortality Table.

The actuarial assumptions used in the December 31, 2018 valuation were based on the "Wisconsin Retirement System 2014 – 2017 Experience Study" conducted in 2018.

The projection of cash flows used to determine the single discount rate assumed that plan would continue to be funded on a pay as you go basis. Based on these assumptions, the 20-year AA municipal bond rate was applied to all periods of projected benefits payment to determine the total OPEB liability.

The discount rate was changed to the 20-year AA municipal bond rate (2.00%) as of the measurement date. All other assumptions and methods remained unchanged from the valuation performed as of December 31, 2018.

Discount Rate. The discount rate used to measure the total OPEB liability was based on the 20-year AA municipal bond note.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. OTHER POSTEMPLOYMENT BENEFITS (Continued)

1. Single-Employer Defined OPEB Plan (Continued)

Changes in the Total OPEB Liability

	Increase (Decrease) Total OPEB Liability
Balance at December 31, 2020	$ 257,286
Changes for the Year:	
Service Cost	20,168
Interest	5,929
Differences Between Expected and Actual Experience	(44,531)
Changes of Assumptions	(11,767)
Benefit Payments	(7,758)
Net Changes	(37,959)
Balance at December 31, 2021	$ 219,327

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.00%) or 1-percentage-point higher (3.00%) than the current rate:

	1% Decrease to Discount Rate (1.00%)	Current Discount Rate (2.00%)	1% Increase to Discount Rate (3.00%)
Total OPEB Liability	$ 237,817	$ 219,327	$ 202,078

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (6.5% decreasing to 4.0%) or 1-percentage-point higher (8.5% decreasing to 6.0%) than the current healthcare cost trend rates:

	1% Decrease (5.4% decreasing to 4.0%)	Healthcare Cost Trend Rates (6.4% decreasing to 5.0%)	1% Increase (7.4% decreasing to 6.0%)
Total OPEB Liability	$ 194,804	$ 219,327	$ 248,298

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. OTHER POSTEMPLOYMENT BENEFITS (Continued)

1. Single-Employer Defined OPEB Plan (Continued)

OPEB Expense and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2021, the City recognized OPEB expense of $3,933. At December 31, 2021, the City reported deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ -	$ 150,130
Changes in Assumptions	8,354	23,577
Total	$ 8,354	$ 173,707

The amounts above reported as deferred inflows of resources related to OPEB will be recognized in other postemployment benefit expense as follows:

Year Ended December 31,	Expense
2022	$ (22,164)
2023	(22,164)
2024	(22,164)
2025	(22,164)
2026	(22,164)
Thereafter	(54,533)
Total	$ (165,353)

2. Local Retiree Life Insurance Fund

Plan Description

The LRLIF is a multiple-employer defined benefit OPEB plan. LRLIF benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. The Wisconsin Department of Employee Trust Funds (ETF) and the Group Insurance Board have statutory authority for program administration and oversight. The plan provides postemployment life insurance benefits for all eligible employees.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Plan Fiduciary Net Position

ETF issues a standalone Annual Comprehensive Financial Report (ACFR), which can be found at http://etf.wi.gov/about-eft/reports-and-studies/financial-reports-and-statements.

Additionally, ETF issued a standalone Retiree Life Insurance Financial Report, which can be found at http://etf.wi.gov/EFTGASBPublicWeb/gasb75Local.do.

Benefits Provided

The LRLIF plan provides fully paid up life insurance benefits for post-age 64 retired members and pre-65 retirees who pay for their coverage.

Contributions

The Group Insurance Board approves contribution rates annually, based on recommendations from the insurance carrier. Recommended rates are based on an annual valuation, taking into consideration an estimate of the present value of future benefits and the present value of future contributions. A portion of employer contributions made during a member's working lifetime funds a postretirement benefit.

Employers are required to pay the following contributions based on employee contributions for active members to provide them with Basic Coverage after age 65. There are no employer contributions required for pre-age 65 annuitant coverage. If a member retires prior to age 65, they must continue paying the member premiums until age 65 in order to be eligible for the benefit after age 65.

Contribution rates as of December 31, 2021 are:

Coverage Type	Employer Contribution
50% Postretirement Coverage	40% of Employee Contribution
25% Postretirement Coverage	20% of Employee Contribution

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

Contributions (Continued)

Member contributions are based upon nine age bands through age 69 and an additional eight age bands for those age 70 and over. Participating members must pay monthly contribution rates per $1,000 of coverage until the age of 65 (age 70 if active). The member contribution rates in effect for the year ended December 31, 2020 are listed below:

Life Insurance
Employee Contribution Rates
For the Year Ended December 31, 2020

Attained Age	Basic	Supplemental
Under 30	$0.05	$0.05
30 - 34	0.06	0.06
35 - 39	0.07	0.07
40 - 44	0.08	0.08
45 - 49	0.12	0.12
50 - 54	0.22	0.22
55 - 59	0.39	0.39
60 - 64	0.49	0.49
65 - 69	0.57	0.57

During the year ended December 31, 2021, the LRLIF recognized $7,358 in contributions from the employer.

OPEB Liabilities, OPEB Expense (Revenue) and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At December 31, 2021, the City reported a liability of $1,901,979 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of December 31, 2020, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of January 1, 2019 rolled forward to December 31, 2020. No material changes in assumptions or benefits terms occurred between the actuarial valuation date and the measurement date. The City's proportion of the net OPEB liability was based on the City's share of contributions to the OPEB plan relative to the contributions of all participating employers. At December 31, 2020, the City's proportion was 0.34576900%, which was a decrease of 0.00460300% from its proportion measured as of December 31, 2019.

For the year ended December 31, 2021, the City recognized OPEB expense of $277,786.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

At December 31, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ -	$ 90,755
Net Differences Between Projected and Actual Earnings on OPEB Plan Investments	27,691	-
Changes in Assumptions	739,896	130,501
Changes in Proportion and Differences Between Employer Contributions and Proportionate Share of Contributions	20,302	57,047
Total	$ 787,889	$ 278,303

The amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended December 31,	Expense
2022	$ 97,314
2023	94,319
2024	91,234
2025	80,397
2026	98,884
Thereafter	47,438
Total	$ 509,586

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Actuarial assumptions. The total OPEB liability in the January 1, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial Valuation Date:	January 1, 2020
Measurement Date of Net OPEB Liability (Asset):	December 31, 2020
Actuarial Cost Method:	Entry Age Normal
20 Year Tax-Exempt Municipal Bond Yield:	2.12%
Long-Term Expected Rate of Return:	4.25%
Discount Rate:	2.25%
Salary Increases:	
Inflation	3.00%
Seniority/Merit	0.1% - 5.6%
Mortality:	Wisconsin 2018 Mortality Table

Actuarial assumptions are based upon an experience study conducted in 2018 that covered a three-year period from January 1, 2015 to December 31, 2017. The total OPEB liability for December 31, 2020 is based upon a roll-forward of the liability calculated from the December 31, 2019 actuarial valuation.

Long-term expected return on plan assets. The long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. Investments for the LRLIF are held with Securian, the insurance carrier. Interest is calculated and credited to the LRLIF based on the rate of return for a segment of the insurance carriers' general fund, specifically 10-year A- Bonds (as a proxy, and not tied to any specific investments). The overall aggregate interest rate is calculated using a tiered approach based on the year the funds were originally invested and the rate of return for that year. Investment interest is credited based on the aggregate rate of return and assets are not adjusted to fair market value. Furthermore, the insurance carrier guarantees the principal amounts of the reserves, including all interest previously credited thereto.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Asset Class	Index	Target Allocation	Long-term Expected Geometric Real Rate of Return %
U.S. Credit Bonds	Barclays Credit	50%	1.47%
U.S. Mortgages	Barclays MBS	50%	0.82%
Inflation			2.20%
Long-Term Expected Rate of Return			4.25%

The long-term expected rate of return and expected inflation rate remained unchanged from the prior year at 4.25% and 2.20% respectively. The long-term expected rate of return is determined by adding expected inflation to expected long-term returns and reflecting expected volatility and correlation.

Single discount rate. A single discount rate of 2.25% was used to measure the total OPEB liability for the current year, as opposed to a discount rate of 3.87% for the prior year. The significant change in the discount rate was primarily caused by the decrease in the municipal bond rate from 2.74% as of December 31, 2019 to 2.12% as of December 31, 2020. The Plan's fiduciary net position was projected to be insufficient to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the Total OPEB Liability is equal to the single equivalent rate that results in the same actuarial present value as the long-term expected rate of return applied to benefit payments, to the extent that the plan's fiduciary net position is projected to be sufficient to make projected benefit payments, and the municipal bond rate applied to benefit payment to the extent that the plan's fiduciary net position is projected to be insufficient. The plan's fiduciary net position was projected to be available to make projected future benefit payments of current plan members through December 31, 2036.

The projection of cash flows used to determine the single discount rate assumed that employer contributions will be made according to the current employer contribution schedule and that contributions are made by plan members retiring prior to age 65.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Sensitivity of the City's proportionate share of net OPEB liability to changes in the discount rate. The following presents the City's proportionate share of the net OPEB liability calculated using the discount rate of 2.25%, as well as what the City's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.25%) or 1-percentage-point higher (3.25%) than the current rate:

	1% Decrease to Discount Rate (1.25%)	Current Discount Rate (2.25%)	1% Increase to Discount Rate (3.25%)
City's Proportionate Share of the net OPEB Liability (Asset)	$ 2,587,235	$ 1,901,979	$ 1,383,740

Payable to the OPEB Plan

At December 31, 2021, the City reported no payable for the outstanding amount of contribution to the Plan required for the year ended December 31, 2021.

K. Fund Equity

Nonspendable Fund Balance

In the fund financial statements, portions of the governmental fund balances are amounts that cannot be spent because they are either 1) not in spendable form or 2) legally or contractually required to be maintained intact. At December 31, 2021, nonspendable fund balance was as follows:

General Fund:	
Nonspendable:	
Inventories and Prepaid Items	$ 150,696
Special Assessments	57,162
Advances to Other Funds	2,470,385
Total Nonspendable Fund Balance	$ 2,678,243

CITY OF DE PERE, WISCONSIN
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. Fund Equity (Continued)

Restricted Fund Balance

In the fund financial statements, portions of governmental fund balances are not available for appropriation or are legally restricted for use for a specific purpose. At December 31, 2021, restricted fund balance was as follows:

General Fund:		
Restricted for:		
Property Tax Relief and Economic Development	$	191,232
Recreation Scholarship		32,409
Total General Fund Restricted Fund Balance		223,641
Debt Service Fund		2,318,646
Special Revenue Funds:		
Restricted for:		
Development Loans		806,836
Public Land Acquisition		147,556
Total Special Revenue Funds Balance		954,392
Capital Projects Funds:		
Restricted for:		
Capital Projects		
TID No. 6		3,227,273
TID No. 8		1,395,584
TID No. 11		502,110
TID No. 12		1,627,935
TID No. 13		463,229
TID No. 14		542,490
TID No. 15		305,221
Total Tax incremental Financing District Expenditures		8,063,842
Total Restricted Fund Balance	$	11,560,521

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. Fund Equity (Continued)

Committed Fund Balance

In the fund financial statements, portions of government fund balances are committed by City Council action. At December 31, 2021, General Fund balance was committed as follows:

General Fund:		
Committed for:		
Nonlapsing Funds	$	513,994
Special Revenue Funds:		
Committed for:		
Riverwalk Pier		230,740
Dog Park		12,876
Park Equipment		57,929
Total Special Revenue Fund Committed Fund Balance		301,545
Capital Project Funds:		
Committed for:		
Capital Equipment		725,927
Community Center		10,023
Police/Fire Expansion		2,932
Total Capital Project Funds		738,882
Total Committed Fund Balance	$	1,554,421

Minimum General Fund Balance Policy

The City has also adopted a minimum fund balance policy of 25% of subsequent year budgeted expenditures for the general fund. The minimum fund balance is maintained for cash flow and working capital purposes. The minimum fund balance amount is calculated as follows:

Budgeted 2022 General Fund Expenditures	$	19,226,263
Minimum Fund Balance %		(x) 25%
Minimum Fund Balance Amount	$	4,806,566

The City's unassigned general fund balance of $7,017,753 is above the minimum fund balance amount.

NOTE 4 OTHER INFORMATION

A. Tax Incremental Financing

The City has established separate capital projects funds for six Tax Incremental City (TID) which were created by the City in accordance with Section 66.1105 of the Wisconsin Statutes. At the time the City was created, the property tax base within the City was "frozen" and increment taxes resulting from increases to the property tax base are used to finance City improvements, including principal and interest on long-term debt issued by the City to finance such improvements. The Statutes allow eligible project costs to be incurred up to five years prior to the maximum termination date. The City's City is still eligible to incur project costs.

Since creation of the TID's, the City has provided various financing sources to the TID. The foregoing amounts are not recorded as liabilities in the TID capital project fund but can be recovered by the City from any future excess tax increment revenues. As of December 31, 2021, the City can recover $14,260,271 from future excess tax increment revenues of the following. Furthermore, the intent of the City is to recover the above amounts from future TID surplus funds, if any, prior to termination of the respective Cities. Unless terminated by the City prior thereto, each TID has a statutory termination year as follows:

	TID No. 5	TID No. 6	TID No. 7	TID No. 8
Creation Date	8/27/1996	3/3/1998	10/17/2006	8/21/2007
Termination Date	8/27/2023	2/17/2022	10/17/2033	8/21/2027
Tax Increment Property Tax Revenues for 2021	$ 731,204	$ 1,941,382	$ 119,604	$ 563,635
Net Unreimbursed Project Costs Due City	$ 557,874	$ (6,113,158)	$ 4,321,524	$ 842,069

	TID No. 9	TID No. 10	TID No. 11	TID No. 12
Creation Date	8/7/2012	8/7/2012	9/1/2015	9/1/2015
Termination Date	8/7/2039	8/7/2032	9/1/2035	9/1/2035
Tax Increment Property Tax Revenues for 2021	$ 44,384	$ 122,131	$ 159,373	$ 32,005
Net Unreimbursed Project Costs Due City	$ 1,687,114	$ 4,922,310	$ 1,487,891	$ (902,935)

	TID No. 13	TID No. 14	TID No. 15	TID No. 16
Creation Date	7/18/2017	9/19/2018	2/15/2020	2/21/2020
Termination Date	7/18/2037	12/31/2038	2/18/2040	2/21/2040
Tax Increment Property Tax Revenues for 2021	$ 93,260	$ -	$ -	$ -
Net Unreimbursed Project Costs Due City	$ 2,616,771	$ 937,510	$ 3,862,279	$ 41,022

	TID No. 17
Creation Date	3/16/2021
Termination Date	3/16/2042
Tax Increment Property Tax Revenues for 2021	$ -
Net Unreimbursed Project Costs Due City	$ 7,991

NOTE 4 OTHER INFORMATION (CONTINUED)

B. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The City completes an annual review of its insurance coverage to ensure adequate coverage. Settled claims have not exceeded coverage in each of the past three years.

In addition to the above, the City has established separate internal service funds for the following risk management programs:

Health Self-Insurance Fund

City employees, retirees and employee dependents are eligible for medical benefits from a health self-insurance fund. Funding is provided by charges to City departments, employees, and retirees. The program is supplemented by stop loss protection, which limits the City's annual liability. Fund expenses consist of payments to a third-party administrator for medical claims, stop loss insurance premiums and administrative fees. On December 31, 2021, the fund had a balance of $2,070,824.

The claims liability of $240,492 reported in the fund at December 31, 2021 is based on the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. Changes in the fund's claims liability amount are as follows:

	Liability January 1	Current Year Claims and Changes in Estimates	Claims Payments	Liability December 31
2021	$ 132,294	$ 1,649,790	$ 2,022,576	$ 240,492
2020	63,154	992,800	1,188,248	132,294

Dental Self-Insurance Fund

City employees, retirees and employee dependents are eligible for dental benefits from a dental self-insurance fund. Funding is provided by charges to City departments, employees and retirees. The program is supplemented by stop loss protection, which limits the City's annual liability. Fund expenses consist of payments to a third-party administrator for dental claims, stop loss insurance premiums and administrative fees. On December 31, 2021, the fund had a balance of $56,536.

NOTE 4 OTHER INFORMATION (CONTINUED)

B. Risk Management (Continued)

Dental Self-Insurance Fund (Continued)

The claims liability of $5,943 reported in the fund at December 31, 2021, is based on the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. Changes in the fund's claims liability amount are as follows:

	Liability January 1	Current Year Claims and Changes in Estimates	Claims Payments	Liability December 31
2021	$ 3,797	$ 140,973	$ 138,827	$ 5,943
2020	3,911	133,634	133,748	3,797

C. Contingencies

From time to time, the City is party to other various pending claims and legal proceedings. Although the outcome of such matters cannot be forecast with certainty, it is the opinion of management and the City that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the City's financial position or results of operations.

D. Water Purchase Contract with Central Brown County Water Authority

The City of De Pere is a Charter member of the Central Brown County Water Authority with five other Brown County communities. The Authority was formed under Wisconsin Statutes in 1998 to provide a long-term solution to water quantity and quality concerns. In 2004, the Authority entered into a contract to purchase Lake Michigan water from the City of Manitowoc. In 2007 the Authority completed construction of a 30 mile water transmission main from the City of Manitowoc and a 35 mile long spoke transmission system to distribute the water to its individual members. To provide funds to complete construction projects, the Authority issued $136,625,000 of revenue bonds in June of 2005.

Each Charter Member has entered into a water purchase contract under which they agree to purchase wholesale water from the Authority. Rates charged to each member are billed monthly and are based on (1) operation and maintenance costs, (2) fixed costs, including debt service on the revenue bond and (3) required Security Fund deposits. During 2021 the City paid the Authority $3,576,261 in accordance with the water purchase contract.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF DE PERE, WISCONSIN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)
WISCONSIN RETIREMENT SYSTEM
LAST 10 MEASUREMENT PERIODS

Measurement Period Ending	Proportion of the Net Pension Liability (Asset)	Proportionate Share of the Net Pension Liability (Asset)	Covered Payroll	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)
12/31/14	0.08664090%	$ (2,128,138)	$ 9,073,681	23.45%	102.74%
12/31/15	0.08721909%	1,417,293	9,424,305	15.04%	98.20%
12/31/16	0.08851511%	729,575	9,577,125	7.62%	99.12%
12/31/17	0.09092334%	(2,699,621)	9,670,368	27.92%	102.93%
12/31/18	0.09310308%	3,312,315	10,029,996	33.02%	96.45%
12/31/19	0.09492159%	(3,060,705)	10,457,329	-29.27%	102.96%
12/31/20	0.09781188%	(6,106,531)	11,200,080	-54.52%	105.26%

SCHEDULE OF CONTRIBUTIONS
WISCONSIN RETIREMENT SYSTEM
LAST 10 FISCAL YEARS

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll (fiscal year)	Contributions as a Percentage of Covered Payroll
12/31/15	$ 853,538	$ 853,538	$ -	$ 9,424,305	9.06%
12/31/16	862,667	862,667	-	9,577,125	9.01%
12/31/17	947,840	947,840	-	9,670,368	9.80%
12/31/18	976,960	976,960	-	10,029,996	9.74%
12/31/19	1,006,862	1,006,862	-	10,457,329	9.63%
12/31/20	1,156,889	1,156,889	-	11,200,080	10.33%
12/31/21	1,180,293	1,180,293	-	11,354,060	10.40%

See accompanying Notes to Required Supplementary Information.

CITY OF DE PERE, WISCONSIN
SCHEDULE OF CHANGES IN OPEB LIABILITY AND RELATED RATIOS
LAST 10 MEASUREMENT PERIODS

	2021	2020	2019	2018	2017
Total OPEB Liability:					
Service Cost	$ 20,168	$ 18,239	$ 20,928	$ 22,795	$ 22,795
Interest	5,929	6,523	15,145	13,298	12,862
Differences Between Expected and Actual Experience	(44,531)	-	(157,218)	-	-
Changes of Assumptions	(11,767)	10,442	(6,038)	(13,769)	(5,254)
Benefit Payments	(7,758)	(12,016)	(13,749)	(31,655)	(14,784)
Net Change in Total OPEB Liability	(37,959)	23,188	(140,932)	(9,331)	15,619
Total OPEB Liability - Beginning	257,286	234,098	375,030	384,361	368,742
Total OPEB Liability - Ending	$ 219,327	$ 257,286	$ 234,098	$ 375,030	$ 384,361
Covered-Employee Payroll	$ 10,509,539	$ 9,732,159	$ 9,732,159	$ 7,447,066	$ 7,447,066
District's Total OPEB Liability as a Percentage of Covered-Employee Payroll	2.09%	2.64%	2.41%	5.04%	5.16%

* The amounts presented for each fiscal year were determined as of the current fiscal year-end. Amounts for prior years were not available.

See accompanying Notes to Required Supplementary Information.

CITY OF DE PERE, WISCONSIN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY (ASSET)
LOCAL RETIREE LIFE INSURANCE FUND
LAST 10 MEASUREMENT PERIODS

Measurement Period Ending	Proportion of the Net OPEB Liability (Asset)	Proportionate Share of the Net OPEB Liability (Asset)	Covered-employee Payroll	Proportionate Share of the Net OPEB Liability (Asset) as a Percentage of Covered-employee Payroll	Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability (Asset)
12/31/17	0.36553200%	$ 1,099,732	$ 9,670,368	11.37%	44.81%
12/31/18	0.37112800%	957,635	9,292,000	10.31%	48.69%
12/31/19	0.35037200%	1,491,952	9,509,000	15.69%	37.58%
12/31/20	0.34576900%	1,901,979	10,418,000	18.26%	31.36%

SCHEDULE OF CONTRIBUTIONS
LOCAL RETIREE LIFE INSURANCE FUND
LAST 10 FISCAL YEARS

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered-employee Payroll	Contributions as a Percentage of Covered-employee Payroll
12/31/17	$ 6,917	$ 6,917	$ -	$ 9,670,368	0.07%
12/31/18	7,150	7,150	-	9,292,000	0.08%
12/31/19	6,915	6,915	-	10,457,330	0.07%
12/31/20	6,829	6,829	-	10,418,000	0.07%
12/31/21	7,358	7,358	-	11,354,060	0.06%

See accompanying Notes to Required Supplementary Information.

CITY OF DE PERE, WISCONSIN
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
DECEMBER 31, 2021

NOTE 1 WISCONSIN RETIREMENT SYSTEM

There were no changes of benefit terms for any participating employer in the WRS.

Changes of assumptions. Actuarial assumptions are based on experience study conducted in 2018 using experience from 2015 – 2017. Based on the experience study conducted in 2018, actuarial assumptions used to develop Total Pension Liability changed, including the discount rate, long-term expected rate of return, postretirement adjustment, wage inflation rate, mortality and separation rates.

The City is required to present the last ten fiscal years of data; however accounting standards allow the presentation of as many years as are available until ten fiscal years are presented.

NOTE 2 OTHER POSTEMPLOYMENT BENEFITS

The City is required to present the last ten fiscal years of data; however accounting standard allow the presentation of as many years as are available until ten fiscal years are presented.

Single-Employer Defined Postemployment Benefit Plan

The discount rate was changed to the 20-year AA municipal bond rate (2.00%) for the measurement date of December 31, 2021. All other assumptions and methods remained unchanged from the valuation performed as of December 31, 2019. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Local Retiree Life Insurance Fund (LRLIF)

Actuarial assumptions are based upon an experience study conducted in 2018 that covered a three-year period from January 1, 2015 to December 31, 2017. Based on this experience study, actuarial assumptions used to measure the total OPEB liability changed from prior year, including the discount rate, wage inflation rate, mortality and separation rates.

SUPPLEMENTARY INFORMATION

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL REVENUES
YEAR ENDED DECEMBER 31, 2021
(WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED DECEMBER 31, 2020)

	Budget			Variance Final Budget - Positive	2020
	Original	Final	Actual	(Negative)	Actual
Taxes:					
General Property	$ 8,285,197	$ 8,285,197	$ 8,283,993	$ (1,204)	$ 8,146,890
Mobile Home	5,500	5,500	6,577	1,077	7,869
Excess Stadium District Sales Tax	120	120	328	208	1,869
Room Tax	9,500	9,500	7,716	(1,784)	5,103
Payments in Lieu of Taxes	1,800	1,800	8,401	6,601	11,364
Housing Authority	32,000	32,000	31,275	(725)	32,656
Interest and Penalties:					
Taxes	1,400	1,400	484	(916)	524
Special Assessments	20,000	20,000	7,778	(12,222)	9,599
Total Taxes	8,355,517	8,355,517	8,346,552	(8,965)	8,215,874
Intergovernmental:					
Law Enforcement Training	101,659	101,659	126,373	24,714	131,340
State Shared Taxes	1,518,849	1,518,849	1,517,392	(1,457)	1,554,405
Exempt Computer Aid	77,852	77,852	77,852	-	77,852
Fire Insurance	93,568	93,568	100,264	6,696	93,568
Rescue Squad	10,398	10,398	-	(10,398)	7,265
Transportation	1,129,685	1,129,685	1,315,204	185,519	1,243,193
Mass Transit	274,790	274,790	274,790	-	294,790
Public Health	70,187	70,187	78,536	8,349	73,208
Recycling	97,563	97,563	97,975	412	97,563
Other	-	-	761,568	761,568	266,012
Total Intergovernmental	3,374,551	3,374,551	4,349,954	975,403	3,839,196
Licenses and Permits:					
Licenses:					
Liquor and Malt Beverage	36,000	36,000	32,798	(3,202)	12,704
Operators	13,000	13,000	10,311	(2,689)	15,328
Cigarette	2,100	2,100	2,728	628	2,100
Food and Beverage	80,000	80,000	93,883	13,883	75,794
Cable Television	125,000	125,000	110,364	(14,636)	129,458
Trailer Park	100	100	-	(100)	100
Dog	3,600	3,600	3,349	(251)	3,183
Other Licenses/Permits	11,500	11,500	8,910	(2,590)	6,133
Permits:					
Construction	10,000	10,000	8,950	(1,050)	7,350
Electrical, Mechanical, and Plumbing	230,000	230,000	392,304	162,304	325,948
Sanitary Sewer	12,000	12,000	12,000	-	19,500
Zoning	390,150	390,150	370,727	(19,423)	379,338
Total Licenses and Permits	913,450	913,450	1,046,324	132,874	976,936

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL REVENUES (CONTINUED)
YEAR ENDED DECEMBER 31, 2021
(WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED DECEMBER 31, 2020)

	Budget			Variance Final Budget - Positive	2020
	Original	Final	Actual	(Negative)	Actual
Fines and Forfeits:					
Court Forfeitures and Costs	$ 375,000	$ 375,000	$ 352,419	$ (22,581)	$ 309,614
Parking Violations	35,000	35,000	57,342	22,342	29,277
Total Fines and Forfeits	410,000	410,000	409,761	(239)	338,891
Public Charges for Services:					
General Government	36,500	36,500	38,055	1,555	32,254
Police	1,800	1,800	1,022	(778)	850
Alarm Monitoring Fees	10,000	10,000	7,525	(2,475)	13,773
Ambulance	785,608	785,608	902,451	116,843	770,301
Streets	56,564	56,564	92,009	35,445	82,274
Snow Removal	6,600	6,600	6,201	(399)	2,175
Weed Cutting	4,000	4,000	4,077	77	4,027
Recycling	14,500	14,500	8,503	(5,997)	6,910
Public Health	500	500	1,439	939	2,396
Community Center	37,284	37,284	47,786	10,502	10,079
Swimming Pools	168,075	168,075	245,659	77,584	38,006
Parks	10,500	10,500	28,626	18,126	23,581
Recreation	376,874	376,874	455,741	78,867	258,457
Concession Sales	30,240	30,240	43,978	13,738	-
Total Public Charges for Services	1,539,045	1,539,045	1,883,072	344,027	1,245,083
Intergovernmental Charges for Services:					
General Government	193,290	193,290	196,207	2,917	190,515
Public Safety	499,000	499,000	506,583	7,583	354,902
Public Works	730,400	730,400	730,603	203	729,712
Total intergovernmental charges for services	1,422,690	1,422,690	1,433,393	10,703	1,275,129
Miscellaneous:					
Investment Income	525,000	525,000	(30,894)	(555,894)	357,736
Donations	2,500	2,500	16,644	14,144	6,770
Sale of City Property	16,500	16,500	17,785	1,285	11,789
Salvage Products	5,000	5,000	-	(5,000)	-
Rental Income	124,300	124,300	47,050	(77,250)	28,890
Department Revenue	9,090	9,090	5,918	(3,172)	603
Other	550	550	-	(550)	973
Total Miscellaneous	682,940	682,940	56,503	(626,437)	406,761
Total Revenues	$ 16,698,193	$ 16,698,193	$ 17,525,559	$ 827,366	$ 16,297,870

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL EXPENDITURES
YEAR ENDED DECEMBER 31, 2021
(WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED DECEMBER 31, 2020)

	Budget			Variance Final Budget - Positive	2020
	Original	Final	Actual	(Negative)	Actual
General Government:					
Council	$ 80,609	$ 80,609	$ 76,938	$ 3,671	$ 75,846
Municipal Court	114,465	114,465	108,949	5,516	141,204
Municipal Court Outlay	200	200	140	60	-
Mayor	66,783	66,783	32,745	34,038	42,443
Administrator	157,493	157,493	137,057	20,436	148,290
Administrator Outlay	200	200	-	200	-
Clerk/Treasurer	231,693	231,693	233,597	(1,904)	230,819
Elections	22,850	22,850	20,207	2,643	61,061
Elections Outlay	-	-	-	-	7,755
Assessment of Property	60,841	60,841	59,645	1,196	62,075
Accounting and Finance	137,560	137,560	147,192	(9,632)	134,311
Data Processing	144,217	144,217	160,748	(16,531)	109,678
Data Processing Outlay	-	-	-	-	21,041
Personnel and Insurance	362,922	362,922	368,471	(5,549)	316,544
Legal	310,034	310,034	272,358	37,676	280,436
Legal Outlay	500	500	-	500	-
City Hall	125,329	125,329	122,482	2,847	111,136
City Hall Outlay	10,000	10,000	8,361	1,639	22,198
COVID Related	-	-	-	-	409,963
Other General Government	491,750	491,750	207,843	283,907	205,829
Total General Government	2,317,446	2,317,446	1,956,733	360,713	2,380,629
Public Safety:					
Police Department	5,108,130	5,108,130	4,987,383	120,747	4,804,582
Police Department Outlay	24,500	24,500	73,281	(48,781)	15,305
Traffic Control	95,737	95,737	80,937	14,800	53,640
Fire/Ambulance Department	4,145,408	4,145,408	4,111,394	34,014	4,148,554
Fire/Ambulance Department Outlay	-	-	2,626	(2,626)	44,478
Building and Electrical	295,090	295,090	260,035	35,055	280,755
Jail	8,250	8,250	3,914	4,336	4,090
Total Public Safety	9,677,115	9,677,115	9,519,570	157,545	9,351,404
Public Works:					
Street Machinery Repair	113,248	113,248	103,468	9,780	97,300
Street Machinery Repair Outlay	4,000	4,000	12,098	(8,098)	13,177
Municipal Service Center	120,172	120,172	111,910	8,262	116,686
Municipal Service Center Outlay	8,250	8,250	-	8,250	19,754
Mechanics	137,378	137,378	66,201	71,177	106,254
Mechanics Outlay	1,000	1,000	853	147	-
Administration	121,863	121,863	114,118	7,745	116,501
Administration Outlay	-	-	-	-	1,668
Engineer	236,937	236,937	216,263	20,674	229,329
Engineer Outlay	-	-	-	-	7,381
Street Maintenance	137,151	137,151	93,385	43,766	95,458

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL EXPENDITURES (CONTINUED)
YEAR ENDED DECEMBER 31, 2021
(WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED DECEMBER 31, 2020)

	Budget			Variance Final Budget - Positive	2020
	Original	Final	Actual	(Negative)	Actual
Public Works (Continued):					
Street Maintenance Outlay	$ -	$ -	$ 516	$ (516)	$ 29,382
Brush Pickup	101,171	101,171	90,358	10,813	125,467
Weed Cutting	9,911	9,911	17,120	(7,209)	15,693
Weed Cutting Outlay	175	175	175	-	336
Snow and Ice Control	284,203	284,203	156,816	127,387	162,620
Traffic Signs and Markings	156,177	156,177	132,067	24,110	144,545
Traffic Signs and Markings Outlay	2,000	2,000	4,765	(2,765)	18,000
Traffic Lights	41,000	41,000	31,068	9,932	39,009
Traffic Lights Outlay	5,300	5,300	-	5,300	-
Street Lighting	406,123	406,123	417,172	(11,049)	375,437
Street Lighting Outlay	-	-	-	-	390,014
Street Cleaning	-	-	2,214	(2,214)	-
Transit Systems	424,663	424,663	292,560	132,103	434,091
Total Public Works	2,310,722	2,310,722	1,863,127	447,595	2,538,102
Sanitation:					
Garbage and Refuse Collection	329,416	329,416	332,012	(2,596)	335,981
Landfill Waste Disposal	320,000	320,000	205,096	114,904	320,848
Recycling	108,436	108,436	111,536	(3,100)	103,429
Total Sanitation	757,852	757,852	648,644	109,208	760,258
Health and Human Services:					
Nurse	568,031	568,031	655,284	(87,253)	550,683
Board of Health	1,622	1,622	-	1,622	-
Total Health and Human Services	569,653	569,653	655,284	(85,631)	550,683
Culture and Recreation:					
Community Center	344,521	344,521	309,460	35,061	313,855
Community Center Outlay	10,000	10,000	950	9,050	11,546
Special Events and Celebrations	31,647	31,647	17,695	13,952	1,267
Park and Recreation Administration	267,683	267,683	251,197	16,486	252,849
Recreation	567,319	567,319	430,146	137,173	308,709
Swimming Pools	357,192	357,192	405,883	(48,691)	146,391
Swimming Pools Outlay	-	-	-	-	6,590
Parks - General	528,300	528,300	508,335	19,965	484,262
Parks Outlay	10,000	10,000	2,393	7,607	50,599
Parks Equipment Maintenance	94,485	94,485	81,245	13,240	75,915
Boat Ramps	23,241	23,241	22,204	1,037	25,701
Boat Ramps Outlay	6,927	6,927	19,338	(12,411)	31,548
Forestry	243,040	243,040	303,028	(59,988)	278,406
Historical Society	10,110	10,110	5,325	4,785	15,354
Total Culture and Recreation	2,494,465	2,494,465	2,357,199	137,266	2,002,992
Conservation and Development:					
Economic Development	378,863	378,863	363,956	14,907	387,355
Total Expenditures	$ 18,506,116	$ 18,506,116	$ 17,364,513	$ 1,141,603	$ 17,971,423

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Special Revenue							
	Development Loan Program	Public Land Acquisition	Riverwalk Pier	Cable Access	Dog Park	Southwest Park Equipment	De Pere Micro Fund Loan	Local Fiscal Recovery Funds
ASSETS								
Cash and Investments	$ -	$ 147,556	$ 230,740	$ -	$ 12,876	$ 57,929	$ -	$ 1,306,787
Restricted Cash and Investments	813,474	-	-	-	-	-	-	-
Receivables:								
Taxes and Special Charges	-	-	-	-	-	-	-	-
Accounts	-	-	-	18,672	-	-	-	-
Special Assessments	-	-	-	-	-	-	-	-
Loans	192,342	-	-	-	-	-	196,104	-
Due from Other Funds	-	-	-	-	-	-	-	-
Total Assets	$ 1,005,816	$ 147,556	$ 230,740	$ 18,672	$ 12,876	$ 57,929	$ 196,104	$ 1,306,787
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES								
Liabilities:								
Accounts Payable	$ -	$ -	$ -	$ 1,174	$ -	$ -	$ -	$ -
Accrued and Other Current Liabilities	-	-	-	602	-	-	-	-
Due to Other Funds	6,638	-	-	16,896	-	-	106,096	-
Advance from Other Funds	-	-	-	-	-	-	-	-
Unearned Revenues	-	-	-	-	-	-	-	1,306,787
Total Liabilities	6,638	-	-	18,672	-	-	106,096	1,306,787
Deferred Inflows of Resources:								
Property Taxes Levied for Subsequent Year	-	-	-	-	-	-	-	-
Loans Receivable	192,342	-	-	-	-	-	196,104	-
Special Assessments	-	-	-	-	-	-	-	-
Total Deferred Inflows of Resources	192,342	-	-	-	-	-	196,104	-
Fund Balances:								
Restricted	806,836	147,556	-	-	-	-	-	-
Committed	-	-	230,740	-	12,876	57,929	-	-
Unassigned (Deficit)	-	-	-	-	-	-	(106,096)	-
Total Fund Balances	806,836	147,556	230,740	-	12,876	57,929	(106,096)	-
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 1,005,816	$ 147,556	$ 230,740	$ 18,672	$ 12,876	$ 57,929	$ 196,104	$ 1,306,787

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Capital Projects				
	Capital Equipment	Community Center	Police/Fire Expansion	Pool Capital Projects	TID No. 5
ASSETS					
Cash and Investments	$ 957,839	$ 10,023	$ 2,932	$ -	$ 195
Restricted Cash and Investments	-	-	-	-	-
Receivables:					
Taxes and Special Charges	800,000	-	-	-	-
Accounts	-	-	-	-	-
Special Assessments	-	-	-	-	-
Loans	-	-	-	-	-
Due from Other Funds	-	-	-	-	-
Total Assets	$ 1,757,839	$ 10,023	$ 2,932	$ -	$ 195
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ 231,912	$ -	$ -	$ -	$ 105
Accrued and Other Current Liabilities	-	-	-	-	90
Due to Other Funds	-	-	-	-	-
Advance from Other Funds	-	-	-	1,472,715	-
Unearned Revenues	-	-	-	-	-
Total Liabilities	231,912	-	-	1,472,715	195
Deferred Inflows of Resources:					
Property Taxes Levied for Subsequent Year	800,000	-	-	-	-
Loans Receivable	-	-	-	-	-
Special Assessments	-	-	-	-	-
Total Deferred Inflows of Resources	800,000	-	-	-	-
Fund Balances:					
Restricted	-	-	-	-	-
Committed	725,927	10,023	2,932	-	-
Unassigned (Deficit)	-	-	-	(1,472,715)	-
Total Fund Balances	725,927	10,023	2,932	(1,472,715)	-
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 1,757,839	$ 10,023	$ 2,932	$ -	$ 195

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Capital Projects				
	TID No. 6	TID No. 7	TID No. 8	TID No. 9	TID No. 10
ASSETS					
Cash and Investments	$ 367,621	$ -	$ 1,395,846	$ -	$ -
Restricted Cash and Investments	-	-	-	-	-
Receivables:					
Taxes and Special Charges	1,968,529	87,717	267,442	29,772	120,688
Accounts	-	-	-	-	-
Special Assessments	-	-	-	-	-
Loans	-	-	-	-	-
Due from Other Funds	2,859,889	-	-	-	-
Total Assets	$ 5,196,039	$ 87,717	$ 1,663,288	$ 29,772	$ 120,688
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ 125	$ 95,752	$ 138	$ 8,625	$ 5,992
Accrued and Other Current Liabilities	112	146	124	156	156
Due to Other Funds	-	1,456,372	-	280,078	1,074,536
Advance from Other Funds	-	-	-	-	-
Unearned Revenues	-	-	-	-	-
Total Liabilities	237	1,552,270	262	288,859	1,080,684
Deferred Inflows of Resources:					
Property Taxes Levied for Subsequent Year	1,968,529	87,717	267,442	29,772	120,688
Loans Receivable	-	-	-	-	-
Special Assessments	-	-	-	-	-
Total Deferred Inflows of Resources	1,968,529	87,717	267,442	29,772	120,688
Fund Balances:					
Restricted	3,227,273	-	1,395,584	-	-
Committed	-	-	-	-	-
Unassigned (Deficit)	-	(1,552,270)	-	(288,859)	(1,080,684)
Total Fund Balances	3,227,273	(1,552,270)	1,395,584	(288,859)	(1,080,684)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 5,196,039	$ 87,717	$ 1,663,288	$ 29,772	$ 120,688

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Capital Projects				
	TID No. 11	TID No. 12	TID No. 13	TID No. 14	TID No. 15
ASSETS					
Cash and Investments	$ 502,772	$ 1,628,531	$ 463,507	$ 542,768	$ 305,499
Restricted Cash and Investments	-	-	-	-	-
Receivables:					
Taxes and Special Charges	219,256	224,990	149,089	38,281	-
Accounts	-	-	-	-	-
Special Assessments	-	912,235	-	-	-
Loans	-	-	-	-	-
Due from Other Funds	-	-	-	-	-
Total Assets	$ 722,028	$ 2,765,756	$ 612,596	$ 581,049	$ 305,499
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ 494	$ 460	$ 278	$ 278	$ 278
Accrued and Other Current Liabilities	168	136	-	-	-
Due to Other Funds	-	-	-	-	-
Advance from Other Funds	-	-	-	-	-
Unearned Revenues	-	-	-	-	-
Total Liabilities	662	596	278	278	278
Deferred Inflows of Resources:					
Property Taxes Levied for Subsequent Year	219,256	224,990	149,089	38,281	-
Loans Receivable	-	-	-	-	-
Special Assessments	-	912,235	-	-	-
Total Deferred Inflows of Resources	219,256	1,137,225	149,089	38,281	-
Fund Balances:					
Restricted	502,110	1,627,935	463,229	542,490	305,221
Committed	-	-	-	-	-
Unassigned (Deficit)	-	-	-	-	-
Total Fund Balances	502,110	1,627,935	463,229	542,490	305,221
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 722,028	$ 2,765,756	$ 612,596	$ 581,049	$ 305,499

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Capital Projects		
	TID No. 16	TID No. 17	Totals
ASSETS			
Cash and Investments	$ -	$ -	$ 7,933,421
Restricted Cash and Investments	-	-	813,474
Receivables:			
Taxes and Special Charges	-	-	3,905,764
Accounts	-	-	18,672
Special Assessments	-	-	912,235
Loans	-	-	388,446
Due from Other Funds	-	-	2,859,889
Total Assets	$ -	$ -	$ 16,831,901
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts Payable	$ -	$ 110	$ 345,721
Accrued and Other Current Liabilities	-	-	1,690
Due to Other Funds	41,022	7,881	2,989,519
Advance from Other Funds	-	-	1,472,715
Unearned Revenues	-	-	1,306,787
Total Liabilities	41,022	7,991	6,116,432
Deferred Inflows of Resources:			
Property Taxes Levied for Subsequent Year	-	-	3,905,764
Loans Receivable	-	-	388,446
Special Assessments	-	-	912,235
Total Deferred Inflows of Resources	-	-	5,206,445
Fund Balances:			
Restricted	-	-	9,018,234
Committed	-	-	1,040,427
Unassigned (Deficit)	(41,022)	(7,991)	(4,549,637)
Total Fund Balances	(41,022)	(7,991)	5,509,024
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ -	$ -	$ 16,831,901

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

	Special Revenue							
	Development Loan Program	Public Land Acquisition	Riverwalk Pier	Cable Access	Dog Park	Southwest Park Equipment	De Pere Micro Fund Loan	Local Fiscal Recovery Funds
REVENUES								
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Intergovernmental	-	-	-	47,422	-	-	-	-
Licenses and Permits	-	-	-	73,576	-	-	-	-
Public Charges for Services	-	15,300	-	-	-	-	-	-
Miscellaneous	62,811	-	-	311	601	27,503	93,896	-
Total Revenues	62,811	15,300	-	121,309	601	27,503	93,896	-
EXPENDITURES								
Current:								
Culture and Recreation	-	-	-	123,043	-	496	-	-
Conservation and Development	-	-	-	5,411	-	-	215,000	-
Debt Service:								
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	128,454	-	496	215,000	-
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	62,811	15,300	-	(7,145)	601	27,007	(121,104)	-
OTHER FINANCING SOURCES (USES)								
Long-Term Debt Issued	-	-	-	-	-	-	-	-
Premium on Debt Issued	-	-	-	-	-	-	-	-
Proceeds from Sale of Capital Assets	-	-	-	-	-	-	-	-
Transfers in	85,000	-	-	7,145	-	-	-	-
Transfers out	-	-	-	-	-	-	(85,000)	-
Total Other Financing Sources (Uses)	85,000	-	-	7,145	-	-	(85,000)	-
NET CHANGE IN FUND BALANCES	147,811	15,300	-	-	601	27,007	(206,104)	-
Fund Balances (Deficit) - Beginning of Year	659,025	132,256	230,740	-	12,275	30,922	100,008	-
FUND BALANCES (DEFICIT) - END OF YEAR	$ 806,836	$ 147,556	$ 230,740	$ -	$ 12,876	$ 57,929	$ (106,096)	$ -

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

	Capital Projects				
	Capital Equipment	Community Center	Police/Fire Expansion	Pool Capital Projects	TID No. 5
REVENUES					
Taxes	$ 800,000	$ -	$ -	$ -	$ 731,204
Intergovernmental	-	-	-	-	1,776
Licenses and Permits	-	-	-	-	-
Public Charges for Services	-	-	-	-	-
Miscellaneous	-	500	-	-	-
Total Revenues	800,000	500	-	-	732,980
EXPENDITURES					
Current:					
Culture and Recreation	-	-	-	-	-
Conservation and Development	-	-	-	-	26,535
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Capital Outlay	2,284,187	-	-	1,997,675	-
Total Expenditures	2,284,187	-	-	1,997,675	26,535
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,484,187)	500	-	(1,997,675)	706,445
OTHER FINANCING SOURCES (USES)					
Long-Term Debt Issued	2,222,700	-	-	-	-
Premium on Debt Issued	-	-	-	-	-
Proceeds from Sale of Capital Assets	-	-	-	-	-
Transfers in	-	-	-	900,000	-
Transfers out	(800,000)	-	-	(1,025,105)	(3,067,406)
Total Other Financing Sources (Uses)	1,422,700	-	-	(125,105)	(3,067,406)
NET CHANGE IN FUND BALANCES	(61,487)	500	-	(2,122,780)	(2,360,961)
Fund Balances (Deficit) - Beginning of Year	787,414	9,523	2,932	650,065	2,360,961
FUND BALANCES (DEFICIT) - END OF YEAR	$ 725,927	$ 10,023	$ 2,932	$ (1,472,715)	$ -

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

	Capital Projects				
	TID No. 6	TID No. 7	TID No. 8	TID No. 9	TID No. 10
REVENUES					
Taxes	$ 1,941,382	$ 119,604	$ 563,635	$ 44,384	$ 122,131
Intergovernmental	28,243	11,149	228,471	12,474	35,003
Licenses and Permits	-	-	-	-	-
Public Charges for Services	-	-	-	-	-
Miscellaneous	65,705	-	-	-	-
Total Revenues	2,035,330	130,753	792,106	56,858	157,134
EXPENDITURES					
Current:					
Culture and Recreation	-	-	-	-	-
Conservation and Development	14,708	158,049	32,794	102,761	272,422
Debt Service:					
Interest and Fiscal Charges	-	425	-	10,420	6,343
Capital Outlay	187,154	-	-	27,042	411,970
Total Expenditures	201,862	158,474	32,794	140,223	690,735
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,833,468	(27,721)	759,312	(83,365)	(533,601)
OTHER FINANCING SOURCES (USES)					
Long-Term Debt Issued	-	30,000	-	735,800	436,000
Premium on Debt Issued	-	1,630	-	39,951	12,762
Proceeds from Sale of Capital Assets	-	-	-	-	3,250
Transfers in	2,000,000	-	-	-	-
Transfers out	(334,541)	(220,437)	(260,645)	(123,097)	(527,604)
Total Other Financing Sources (Uses)	1,665,459	(188,807)	(260,645)	652,654	(75,592)
NET CHANGE IN FUND BALANCES	3,498,927	(216,528)	498,667	569,289	(609,193)
Fund Balances (Deficit) - Beginning of Year	(271,654)	(1,335,742)	896,917	(858,148)	(471,491)
FUND BALANCES (DEFICIT) - END OF YEAR	$ 3,227,273	$ (1,552,270)	$ 1,395,584	$ (288,859)	$ (1,080,684)

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

	Capital Projects				
	TID No. 11	TID No. 12	TID No. 13	TID No. 14	TID No. 15
REVENUES					
Taxes	$ 159,337	$ 32,005	$ 93,260	$ -	$ -
Intergovernmental	-	-	-	-	-
Licenses and Permits	-	-	-	-	-
Public Charges for Services	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Total Revenues	159,337	32,005	93,260	-	-
EXPENDITURES					
Current:					
Culture and Recreation	-	-	-	-	-
Conservation and Development	123,062	60,071	22,460	1,449	3,537,464
Debt Service:					
Interest and Fiscal Charges	-	5,319	-	-	60,909
Capital Outlay	8,800	9,749	-	-	-
Total Expenditures	131,862	75,139	22,460	1,449	3,598,373
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	27,475	(43,134)	70,800	(1,449)	(3,598,373)
OTHER FINANCING SOURCES (USES)					
Long-Term Debt Issued	-	375,000	-	-	4,167,500
Premium on Debt Issued	-	20,392	-	-	25,837
Proceeds from Sale of Capital Assets	-	447,925	-	-	-
Transfers in	-	-	-	-	-
Transfers out	(292,845)	(53,863)	(136,825)	(92,274)	-
Total Other Financing Sources (Uses)	(292,845)	789,454	(136,825)	(92,274)	4,193,337
NET CHANGE IN FUND BALANCES	(265,370)	746,320	(66,025)	(93,723)	594,964
Fund Balances (Deficit) - Beginning of Year	767,480	881,615	529,254	636,213	(289,743)
FUND BALANCES (DEFICIT) - END OF YEAR	$ 502,110	$ 1,627,935	$ 463,229	$ 542,490	$ 305,221

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2020)

	Capital Projects		
	TID No. 16	TID No. 17	Totals
REVENUES			
Taxes	$ -	$ -	$ 4,606,942
Intergovernmental	-	-	364,538
Licenses and Permits	-	-	73,576
Public Charges for Services	-	-	15,300
Miscellaneous	-	-	251,327
Total Revenues	-	-	5,311,683
EXPENDITURES			
Current:			
Culture and Recreation	-	-	123,539
Conservation and Development	69	7,991	4,580,246
Debt Service:			
Interest and Fiscal Charges	-	-	83,416
Capital Outlay	-	-	4,926,577
Total Expenditures	69	7,991	9,713,778
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(69)	(7,991)	(4,402,095)
OTHER FINANCING SOURCES (USES)			
Long-Term Debt Issued	-	-	7,967,000
Premium on Debt Issued	-	-	100,572
Proceeds from Sale of Capital Assets	-	-	451,175
Transfers in	-	-	2,992,145
Transfers out	-	-	(7,019,642)
Total Other Financing Sources (Uses)	-	-	4,491,250
NET CHANGE IN FUND BALANCES	(69)	(7,991)	89,155
Fund Balances (Deficit) - Beginning of Year	(40,953)	-	5,419,869
FUND BALANCES (DEFICIT) - END OF YEAR	$ (41,022)	$ (7,991)	$ 5,509,024

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Health Self Insurance	Dental Self Insurance	Totals 2021	Totals 2020
ASSETS				
Current Assets:				
Cash and Investments	$ 2,329,137	$ 72,479	$ 2,401,616	$ 2,591,951
LIABILITIES				
Current Liabilities:				
Accounts and Claims Payable	240,492	5,943	246,435	136,091
Advance from Other Funds	17,821	10,000	27,821	27,821
Total Liabilities	258,313	15,943	274,256	163,912
NET POSITION				
Unrestricted	$ 2,070,824	$ 56,536	$ 2,127,360	$ 2,428,039

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Health Self Insurance	Dental Self Insurance	Totals 2021	Totals 2020
OPERATING REVENUES				
Charges for Services	$ 1,736,058	$ 144,378	$ 1,880,436	$ 2,414,808
OPERATING EXPENSES				
Claims and Administrative Fees	2,047,122	147,086	2,194,208	1,915,108
OPERATING INCOME (LOSS)	(311,064)	(2,708)	(313,772)	499,700
NONOPERATING REVENUES				
Interest Income	82	13,011	13,093	692
CHANGE IN NET POSITION	(310,982)	10,303	(300,679)	500,392
Net Position - Beginning of Year	2,381,806	46,233	2,428,039	1,927,647
NET POSITION - END OF YEAR	$ 2,070,824	$ 56,536	$ 2,127,360	$ 2,428,039

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
YEAR ENDED DECEMBER 31, 2021
(WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2020)

	Health Self Insurance	Dental Self Insurance	Totals 2021	Totals 2020
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Interfund Services	$ 1,736,058	$ 144,378	$ 1,880,436	$ 2,414,808
Cash Paid to Suppliers	(1,938,924)	(144,940)	(2,083,864)	(1,846,082)
Net Cash Provided (Used) by Operating Activities	(202,866)	(562)	(203,428)	568,726
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Received	82	13,011	13,093	692
CHANGE IN CASH AND CASH EQUIVALENTS	(202,784)	12,449	(190,335)	569,418
Cash and Cash Equivalents - Beginning of Year	2,531,921	60,030	2,591,951	2,022,533
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 2,329,137	$ 72,479	$ 2,401,616	$ 2,591,951
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating Income (Loss)	$ (311,064)	$ (2,708)	$ (313,772)	$ 499,700
Change in Operating Assets and Liabilities				
Accounts and Claims Payable	108,198	2,146	110,344	69,026
Net Cash Provided (Used) by Operating Activities	$ (202,866)	$ (562)	$ (203,428)	$ 568,726
Noncash Capital and Related Financing Activities				
None				

CITY OF DE PERE, WISCONSIN
SCHEDULE OF WATER UTILITY OPERATING REVENUES AND EXPENSES
YEAR ENDED DECEMBER 31, 2021
(WITH COMPARATIVE AMOUNTS FOR THE YEAR ENDED DECEMBER 31, 2020)

	2021	2020
OPERATING REVENUES		
Charges for Services:		
Residential	$ 3,456,836	$ 3,050,718
Commercial	1,218,336	1,005,954
Industrial	622,361	584,996
Public Authority	155,342	134,607
Private Fire Protection	129,731	138,341
Public Fire Protection	1,291,024	1,390,622
Total Charges for Services	6,873,630	6,305,238
Other Revenues:		
Forfeited Discounts	35,433	18,880
Other Water Revenues	300,474	310,117
Total Other Revenues	335,907	328,997
Total Operating Revenues	7,209,537	6,634,235
OPERATING EXPENSES		
Operation and Maintenance:		
Source of Supply	3,654,115	3,647,860
Pumping	137,797	112,987
Water Treatment	73,821	33,549
Transmission and Distribution	711,981	630,686
Customer Accounts	324,386	345,211
Administrative and General	320,769	452,785
Total Operation and Maintenance	5,222,869	5,223,078
Depreciation	742,558	752,759
Taxes	54,126	54,034
Total Operating Expenses	6,019,553	6,029,871
Operating Income	$ 1,189,984	$ 604,364

CITY OF DE PERE, WISCONSIN
SCHEDULE OF SETTLEMENT OF DHS COST REIMBURSEMENT AWARD
PUBLIC HEALTH DEPARTMENT
YEAR ENDED DECEMBER 31, 2021

	NON-COVID PROGRAMS					COVID PROGRAMS		
	BIOT PLAN	IMMUNIZATION	COMMUNICABLE	CHILDHDLEAD	MCH	BIOT PLAN	DPH PEHP COVID	ELC CARES
DHS identification number	155015	155020	155800	157720	159320	159220	155801	155802
Grant Award	$ 34,412	$ 7,458	$ 3,600	$ 1,877	$ 8,933	$ 9,294	$ 7,039	$ 6,848
Award period	7/1/20 - 6/30/21	1/1/21 - 12/31/21	7/1/20 - 6/30/21	1/1/21 - 12/31/21	1/1/21 - 12/31/21	9/1/20 - 8/31/21	4/1/20 - 3/31/21	2/1/20 - 09/30/21
Period of award within audit period	1/1/21 - 6/30/21	1/1/21 - 12/31/21	1/1/21 - 6/30/21	1/1/21 - 12/31/21	1/1/21 - 12/31/21	9/1/20 - 12/31/21	1/1/21 - 12/31/21	2/1/21 - 12/31/21
Expenditures reported to DHS for payment	$ 43,284	$ 7,458	$ 4,024	$ 1,877	$ 8,933	$ 9,445	$ 7,015	$ 6,847
Contract Year	260	160	260	160	160	60	160	60
Actual allowable costs of award								
Program expenses								
Compensation of current officers, directors, trustees, and key employees	$ 25,861	$ 4,033	$ 810	$ 1,232	$ 6,640	$ 6,939	$ 6,785	$ 6,022
Compensation not included above, to disqualified persons								
Other salaries and wages								
Pension plan contributions	1,658	293	45	168	449	461	14	193
Other employee benefits	9,748	1,682	131	477	1,844	2,045	163	632
Other costs	6,017	1,450	3,038	-	-	-	53	-
Total allowable costs	$ 43,284	$ 7,458	$ 4,024	$ 1,877	$ 8,933	$ 9,445	$ 7,015	$ 6,847

(1) Allocated based on actual time spent.

	ELC CARES	ICA	SLFRF ARPA	PH CRISIS
DHS identification number	155806	155809	155811	155812
Grant Award	$ 270,934	$ 6,995	$ 28,168	$ 121
Award period	10/1/20 -10/31/22	7/1/21 -12/31/20	3/1/21 -12/31/24	7/1/21 -12/31/21
Period of award within audit period	1/1/21 - 12/31/21	3/1/20 -06/30/24	8/1/21 -12/31/21	7/1/21 -12/31/21
Expenditures reported to DHS for payment	$ 270,976	$ 8,483	$ 29,757	$ 121
Contract Year	260	460	460	360
Actual allowable costs of award				
Program expenses				
Compensation of current officers, directors, trustees, and key employees				
Compensation not included above, to disqualified persons	$ 185,956	$ 8,177	$ 15,920	$ 95
Other salaries and wages				
Pension plan contributions				
Other employee benefits	8,449	109	969	6
Other costs	37,672	197	4,817	19
	-	-	-	-
Total allowable costs	$ 270,976	$ 8,483	$ 28,168	$ 120

(1) Allocated based on actual time spent.

ADDITIONAL INDEPENDENT AUDITORS' REPORT FOR BASIC FINANCIAL STATEMENTS

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

City Council
City of De Pere, Wisconsin

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of De Pere, Wisconsin (the City) as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated July 11, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and responses, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and responses as item 2021-002 to be a material weakness.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and responses as item 2021-001 to be a significant deficiency.

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City Council
City of De Pere, Wisconsin

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of De Pere, Wisconsin's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
July 11, 2022

FEDERAL AND STATE AWARDS

CITY OF DE PERE, WISCONSIN
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED DECEMBER 31, 2021

Grantor Agency/Federal Program Title	Assistance Listing Number	Pass-Through Agency	Pass-Through Entity Identifying Number	(Accrued) Deferred Revenue 1/1/21	Cash Received (Refunded)	Accrued (Deferred) Revenue 12/31/21	Total Expenditures	Subrecipient Payments
U.S. DEPARTMENT OF JUSTICE								
Internet Crimes Against Children Task Force Program	16.800	WI Department of Justice	Unknown	$ -	$ 570	$ -	$ 570	$ -
U.S DEPARTMENT OF TREASURY								
COVID 19: Routes to Recovery	21.019	WI Department of Administration	Direct	(319,310)	-	319,310	-	-
COVID 19: Coronavirus State and Local Fiscal Recovery Fund	21.027	WI Department of Human Services	Direct	-	1,306,787	(1,306,787)	-	-
COVID 19: Coronavirus State and Local Fiscal Recovery Fund	21.027	WI Department of Human Services	155811	-	12,695	17,062	29,757	-
Total U.S. Department of Treasury				(319,310)	1,319,482	(970,415)	29,757	-
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES								
Public Health Emergency Preparedness	93.069	WI Department of Human Services	155015	(8,113)	40,517	10,880	43,284	-
Immunization Cooperative Agreements	93.268	WI Department of Human Services	155020	(3,386)	8,496	2,348	7,458	-
COVID 19: Immunization Cooperative Agreements	93.268	WI Department of Human Services	155809	-	3,840	4,643	8,483	-
Total Immunization Cooperative Agreements				(3,386)	12,336	6,991	15,941	-
COVID 19 Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	WI Department of Human Services	155802	(7,353)	14,200	-	6,847	-
COVID 19 Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	WI Department of Human Services	155806	-	203,642	67,334	270,976	-
Total Epidemiology and Laboratory Capacity for Infectious Diseases				(7,353)	217,842	67,334	277,823	-
COVID 19 Public Health Crisis Response Awards	93.354	WI Department of Human Services	155801	(27,397)	34,412	-	7,015	-
COVID 19 Public Health Crisis Response Awards	93.354	WI Department of Human Services	155812	-	-	121	121	
				(27,397)	34,412	121	7,136	-
Preventive Health and Health Services Block Grant	93.991	WI Department of Human Services	159220	(1,478)	10,772	151	9,445	-
Maternal and Child Health Services Block Grant to the States	93.994	WI Department of Human Services	159320	(7,792)	13,455	3,270	8,933	-
Total U.S. Department of Health and Human Services				(55,519)	329,334	88,747	362,562	-
U.S. DEPARTMENT OF HOMELAND SECURITY								
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	WI Department of Military Affairs	PA-05-WI-4520-PW-00068	-	-	90,653	90,653	-
Total Federal Awards				$ (374,829)	$ 1,649,386	$ (791,015)	$ 483,542	$ -

The notes to the schedule of expenditures of federal awards are an integral part of this schedule.

CITY OF DE PERE, WISCONSIN
SCHEDULE OF EXPENDITURES OF STATE AWARDS
YEAR ENDED DECEMBER 31, 2021

Grantor Agency/State Program Title	State I.D. Number	Pass-Through Agency	Pass-Through Entity Identifying Number	(Accrued) Deferred Revenue 1/1/21	Cash Received (Refunded)	Accrued (Deferred) Revenue 12/31/21	Total Expenditures	Subrecipient Payments
DEPARTMENT OF NATURAL RESOURCES								
Recycling Grant	370.670	Direct Program	Direct	$ -	$ 97,975	$ -	$ 97,975	$ -
Total Department of Natural Resources				-	97,975	-	97,975	-
DEPARTMENT OF HEALTH SERVICES								
Communicable Disease Control & Prevention	435.155800	Direct Program	155032	-	3,898	126	4,024	-
Cons Contracts CHHD Ld	435.157720	Direct Program	155800	-	741	1,136	1,877	-
Total Department of Health Services				-	4,639	1,262	5,901	-
DEPARTMENT OF JUSTICE								
Law Enforcement Training Program	455.231	Direct Program	Direct	-	5,120	-	5,120	-
Total State Programs				$ -	$ 107,734	$ 1,262	$ 108,996	$ -

The notes to the schedule of expenditures of state awards are an integral part of this schedule.

CITY OF DE PERE, WISCONSIN
NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AND STATE AWARDS
YEAR ENDED DECEMBER 31, 2021

NOTE 1 BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Awards include the federal and state grant activity of the City of De Pere, Wisconsin and are presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the *Department of Health Services Audit Guide*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

Revenues and expenditures in the schedules are presented in accordance with the modified accrual basis of accounting and are generally in agreement with revenues and expenditures reported in the City's 2021 fund financial statements. Accrued revenue at year-end consists of federal and state program expenditures scheduled for reimbursement to the City in the succeeding year while unearned revenue represents advances for federal and state programs that exceed recorded City expenditures. Because of subsequent program adjustments, these amounts may differ from the prior year's ending balances.

The City has not elected to charge a de minimis indirect cost rate of 10% allowed under the Uniform Guidance.

NOTE 3 STATE OF WISCONSIN REPORTING SYSTEMS

The Wisconsin Department of Health Services (DHS) utilize the Community Aids Reporting System (CARS) for reimbursing the City for various federal and state program expenditures. The expenditures reported on the Schedule of Expenditures of Federal Awards and the Schedule of State Financial Assistance for various DHS programs agree with the expenditures reported on the March 2022 CARS.

CITY OF DE PERE, WISCONSIN
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED DECEMBER 31, 2021

Section I – Internal Control Over Financial Reporting

FINDING NO.	FINANCIAL STATEMENT FINDINGS
2021-001	**Preparation of Annual Financial Report** Repeat of Finding 2020-001
Type of Finding:	Significant deficiency in internal control over financial reporting.
Condition:	Current City staff maintains accounting records which reflect the City's financial transactions; however, preparing the City's annual financial report, including note disclosures, involves the selection and application of specific accounting principles which would require additional experience and knowledge. The City contracts with us and our knowledge of applicable accounting principles, financial statement format, and note disclosures to assist in the preparation of the annual financial report in an efficient manner. Management reviews, approves, and takes responsibility for the fair presentation of the financial statements. However, as independent auditors, CLA cannot be considered part of the City's internal control system. As part of its internal control over preparation of its financial statements, including disclosures, the City had implemented a comprehensive review procedure to ensure that the financial statements, including note disclosures, are complete and accurate.
Criteria or Specific Requirement:	The preparation and review of the annual financial report by staff with expertise in financial reporting is an internal control intended to prevent, detect, and correct a potential omission or misstatement in the financial statements or notes or other required State Financial reports.
Cause:	City management has determined that the additional costs associated with training staff to become experienced in applicable accounting principles and note disclosures outweigh the derived benefits.
Effect:	Without our involvement, the City may not be able to completely prepare an annual financial report in accordance with accounting principles generally accepted in the United States of America.
Recommendation:	We recommend the City continue reviewing the annual financial report. Such review procedures should be performed by an induvial possessing a thorough understanding accounting principles generally accepted in the United States of America and knowledge of the City's activities and operations. While it may not be cost beneficial to train additional staff to completely prepare the report, a thorough review of this information by appropriate staff of the City is necessary to obtain a complete and adequate understanding of the City's annual financial report.
View of Responsible Officials:	There is no disagreement with the audit finding.

CITY OF DE PERE, WISCONSIN
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED DECEMBER 31, 2021

Section I – Internal Control Over Financial Reporting (Continued)

FINDING NO.	FINANCIAL STATEMENT FINDINGS
2021-002	**Adjustments to the City's Financial Records** Repeat of Finding 2020-002
Type of Finding:	Material weakness in internal control over financial reporting.
Condition:	As part of our audit, we proposed adjusting journal entries that were material to the City's financial statements.
Criteria or Specific Requirement:	Material adjusting journal entries proposed by the auditors are considered to be an internal control deficiency.
Cause:	While City staff maintains financial records which accurately report revenues and expenditures throughout the year, preparing year-end adjusting and closing entries requires additional expertise that would entail additional training and staff time to develop.
Effect:	Year-end financial records prepared by the City may contain material misstatements.
Recommendation:	We recommend the City designate an individual to obtain additional training in order to prepare the adjusting and closing entries. We are available to assist the individual in obtaining the understanding to prepare these entries.
View of Responsible officials:	There is no disagreement with the audit finding.



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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Appointments to boards and commissions by Mayor Boyd.**

ATTACHMENTS:

- Appointment Memo_Jul 2022 (PDF)

Memo City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointments and Reappointments
Date: July 19, 2022 (meeting date)

I am submitting the following names for appointment at the July 19, 2022 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

Commission	**Appointment/Reappointment**
Board of Park Commissioners – Teen Advisor	Connor Goodman/Appointment
Board of Park Commissioners – Teen Advisor	Madison DeCleene/Appointment

Connor will be a junior at West De Pere High School this fall. He is a cross country runner, and a member of the track and archery teams. He has been a participant in many park/rec programs over the years including parkour, summer camp, football, little ninjas and many of our youth workshops.

Madison will be a senior at De Pere High School this fall. This is her second summer as a seasonal employee – she is an assistant instructor in youth classes and also helps out at Braisher Park as a Parkee. She is an NHS Member and "Link Crew" member (helps incoming freshman transition to high school), member of the Kindness Rocks Club and Sports Club, plays soccer, runs cross country, track and has competed in triathlons. She has very strong family ties to the Park and Recreation field.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 7-19-22 VOUCHERS (PDF)

PACKET: 06807 JUL 2022 COUNCIL - 2 7-19-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8191	A 1 SHARPENING SERVICE							
	I-2835	A 1 SHARPENING SERVICE	R	7/19/2022		24.00CR	099600	24.00
0001	A1 ELEVATOR CORP							
	I-19281	A1 ELEVATOR CORP	R	7/19/2022		141.75CR	099601	
	I-19282	A1 ELEVATOR CORP	R	7/19/2022		180.00CR	099601	321.75
7262	ADVANTAGE POLICE SUPPLY INC.							
	I-22-0321	ADVANTAGE POLICE SUPPLY INC.	R	7/19/2022		195.64CR	099602	195.64
8766	AIR ONE EQUIPMENT INC							
	I-182774	AIR ONE EQUIPMENT INC	R	7/19/2022		315.00CR	099603	315.00
0302	AIRGAS USA LLC							
	I-9126922546	AIRGAS USA LLC	R	7/19/2022		379.37CR	099604	
	I-9127114163	AIRGAS USA LLC	R	7/19/2022		271.67CR	099604	651.04
0007	AMBROSIUS SALES & SERVICE							
	I-47650	AMBROSIUS SALES & SERVICE	R	7/19/2022		2,039.95CR	099605	
	I-48244	AMBROSIUS SALES & SERVICE	R	7/19/2022		29.25CR	099605	
	I-48245	AMBROSIUS SALES & SERVICE	R	7/19/2022		29.25CR	099605	2,098.45
8384	APPLIED CONCEPTS INC							
	I-404098	APPLIED CONCEPTS INC	R	7/19/2022		11,980.00CR	099606	11,980.00
3799	BRIAN ARKENS							
	I-202207123178	BRIAN ARKENS	R	7/19/2022		48.00CR	099607	48.00
7507	DEBORAH ARMBRUSTER							
	I-202207123179	DEBORAH ARMBRUSTER	R	7/19/2022		39.78CR	099608	39.78
8362	AURORA HEALTH CARE							
	I-1294839	AURORA HEALTH CARE	R	7/19/2022		25.00CR	099609	25.00
1260	BADGER CONCRETE LIFTING							
	I-22-19 (1) FINAL	BADGER CONCRETE LIFTING	R	7/19/2022		1,701.15CR	099610	1,701.15
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-488661	BADGER POPCORN & CONC SUPPLY I	R	7/19/2022		20.13CR	099611	
	I-489117	BADGER POPCORN & CONC SUPPLY I	R	7/19/2022		579.17CR	099611	
	I-489118	BADGER POPCORN & CONC SUPPLY I	R	7/19/2022		824.64CR	099611	1,423.94

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0020	BADGERLAND PRINTING INC							
	I-38402	BADGERLAND PRINTING INC	R	7/19/2022		300.00CR	099612	300.00
0023	BATTERIES PLUS LLC							
	I-P52578616	BATTERIES PLUS LLC	R	7/19/2022		34.66CR	099613	
	I-P52771044	BATTERIES PLUS LLC	R	7/19/2022		30.32CR	099613	64.98
0027	BAY TOWEL INC							
	I-4356957	BAY TOWEL INC	R	7/19/2022		184.36CR	099614	
	I-4363501	BAY TOWEL INC	R	7/19/2022		120.40CR	099614	
	I-4363502	BAY TOWEL INC	R	7/19/2022		184.36CR	099614	
	I-4369784	BAY TOWEL INC	R	7/19/2022		113.86CR	099614	602.98
0033	BIRDSEYE DAIRY INC							
	C-143894	BIRDSEYE DAIRY INC	R	7/19/2022		37.66	099615	
	C-144250	BIRDSEYE DAIRY INC	R	7/19/2022		21.05	099615	
	I-143769	BIRDSEYE DAIRY INC	R	7/19/2022		1,276.70CR	099615	
	I-143770	BIRDSEYE DAIRY INC	R	7/19/2022		370.70CR	099615	
	I-144126	BIRDSEYE DAIRY INC	R	7/19/2022		486.50CR	099615	2,075.19
1532	BOBCAT PLUS INC							
	I-RG21590	BOBCAT PLUS INC	R	7/19/2022		555.43CR	099616	555.43
8413	JUSTINE BRAUN							
	I-202207123180	JUSTINE BRAUN	R	7/19/2022		41.07CR	099617	41.07
0038	BROADWAY AUTOMOTIVE INC							
	C-CM588264P	BROADWAY AUTOMOTIVE INC	R	7/19/2022		100.00	099618	
	I-1085273P	BROADWAY AUTOMOTIVE INC	R	7/19/2022		125.73CR	099618	
	I-1085695P	BROADWAY AUTOMOTIVE INC	R	7/19/2022		33.78CR	099618	
	I-1094282	BROADWAY AUTOMOTIVE INC	R	7/19/2022		1,542.88CR	099618	
	I-595418P	BROADWAY AUTOMOTIVE INC	R	7/19/2022		98.63CR	099618	
	I-596153P	BROADWAY AUTOMOTIVE INC	R	7/19/2022		301.30CR	099618	
	I-732911	BROADWAY AUTOMOTIVE INC	R	7/19/2022		167.94CR	099618	2,170.26
2944	BROWN COUNTY JAIL							
	I-202207123181	BROWN COUNTY JAIL	R	7/19/2022		120.00CR	099619	120.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-202207123182	BROWN COUNTY REGISTER OF DEEDS	R	7/19/2022		66.00CR	099620	
	I-202207123183	BROWN COUNTY REGISTER OF DEEDS	R	7/19/2022		337.00CR	099620	
	I-INVOICE_384	BROWN COUNTY REGISTER OF DEEDS	R	7/19/2022		4.50CR	099620	407.50

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2984	BROWN COUNTY TREASURER							
	I-2022-00000057	BROWN COUNTY TREASURER	R	7/19/2022		30.00CR	099621	
	I-2022-1	BROWN COUNTY TREASURER	R	7/19/2022		105.00CR	099621	
	I-2022-2	BROWN COUNTY TREASURER	R	7/19/2022		315.00CR	099621	450.00
6061	CARRICO AQUATIC RESOURCES INC							
	I-20223303	CARRICO AQUATIC RESOURCES INC	R	7/19/2022		720.00CR	099622	
	I-20223304	CARRICO AQUATIC RESOURCES INC	R	7/19/2022		720.00CR	099622	
	I-20223909	CARRICO AQUATIC RESOURCES INC	R	7/19/2022		4,000.00CR	099622	
	I-20223910	CARRICO AQUATIC RESOURCES INC	R	7/19/2022		4,250.00CR	099622	9,690.00
0536	CDW GOVERNMENT INC							
	I-BB75528	CDW GOVERNMENT INC	R	7/19/2022		7,942.62CR	099623	
	I-BC44149	CDW GOVERNMENT INC	R	7/19/2022		504.98CR	099623	
	I-Z148381	CDW GOVERNMENT INC	R	7/19/2022		231.46CR	099623	
	I-Z187869	CDW GOVERNMENT INC	R	7/19/2022		20.13CR	099623	
	I-Z308605	CDW GOVERNMENT INC	R	7/19/2022		16.91CR	099623	
	I-Z340764	CDW GOVERNMENT INC	R	7/19/2022		98.20CR	099623	
	I-Z368866	CDW GOVERNMENT INC	R	7/19/2022		291.96CR	099623	
	I-Z512601	CDW GOVERNMENT INC	R	7/19/2022		8.94CR	099623	9,115.20
8824	RHONDA CHANDLER							
	I-202207123184	RHONDA CHANDLER	R	7/19/2022		130.00CR	099624	130.00
8443	CINTAS							
	I-4115227054	CINTAS	R	7/19/2022		38.85CR	099625	
	I-4120736359	CINTAS	R	7/19/2022		38.85CR	099625	
	I-4124773316	CINTAS	R	7/19/2022		40.82CR	099625	118.52
2708	CLEANING SOLUTION SERVICES INC							
	I-22384	CLEANING SOLUTION SERVICES INC	R	7/19/2022		886.22CR	099626	
	I-22395	CLEANING SOLUTION SERVICES INC	R	7/19/2022		484.81CR	099626	
	I-22404	CLEANING SOLUTION SERVICES INC	R	7/19/2022		1,436.94CR	099626	
	I-22405	CLEANING SOLUTION SERVICES INC	R	7/19/2022		1,758.93CR	099626	
	I-22410	CLEANING SOLUTION SERVICES INC	R	7/19/2022		2,218.50CR	099626	
	I-22440	CLEANING SOLUTION SERVICES INC	R	7/19/2022		834.81CR	099626	
	I-22446	CLEANING SOLUTION SERVICES INC	R	7/19/2022		124.89CR	099626	7,745.10
6414	COMMUNICATIONS ENGINEERING CO							
	I-383046	COMMUNICATIONS ENGINEERING CO	R	7/19/2022		425.00CR	099627	
	I-383047	COMMUNICATIONS ENGINEERING CO	R	7/19/2022		303.85CR	099627	728.85

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7997	COMPLETE OFFICE							
	I-AR42638	COMPLETE OFFICE	R	7/19/2022		53.83CR	099628	
	I-AR42639	COMPLETE OFFICE	R	7/19/2022		146.95CR	099628	
	I-AR42640	COMPLETE OFFICE	R	7/19/2022		25.00CR	099628	
	I-AR42641	COMPLETE OFFICE	R	7/19/2022		56.59CR	099628	282.37
7782	CONWAY SHIELD							
	I-493630	CONWAY SHIELD	R	7/19/2022		565.00CR	099629	565.00
7639	CORE & MAIN LP							
	I-R102137	CORE & MAIN LP	R	7/19/2022		750.00CR	099630	
	I-R128309	CORE & MAIN LP	R	7/19/2022		1,129.33CR	099630	1,879.33
0217	COUNTRY VISIONS COOPERATIVE							
	I-202207123187	COUNTRY VISIONS COOPERATIVE	R	7/19/2022		69.94CR	099631	69.94
8740	CUMMINS SALES AND SERVICE							
	I-F4-15343	CUMMINS SALES AND SERVICE	R	7/19/2022		230.11CR	099632	230.11
2077	DE PERE EXHAUST							
	I-64974	DE PERE EXHAUST	R	7/19/2022		209.05CR	099633	209.05
7769	DE PERE FIRE DEPT							
	I-202207123188	DE PERE FIRE DEPT	R	7/19/2022		327.63CR	099634	327.63
0078	DORNER INC							
	I-21-01 (7) FINAL	DORNER INC	R	7/19/2022		5,000.00CR	099635	5,000.00
8828	EMC INSURANCE COMPANIES							
	I-7000369860	EMC INSURANCE COMPANIES	R	7/19/2022		155,138.50CR	099636	155,138.50
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2460162	EMERGENCY MEDICAL PRODUCTS INC	R	7/19/2022		64.97CR	099637	64.97
4915	ENVIROTECH EQUIPMENT CO, LLC							
	I-22-0019120	ENVIROTECH EQUIPMENT CO, LLC	R	7/19/2022		443.82CR	099638	443.82
0086	ERC INC							
	I-ERC-0722-1079	ERC INC	R	7/19/2022		497.86CR	099639	497.86
5125	FEDERAL SIGNAL CORP - SSG							
	I-7012520	FEDERAL SIGNAL CORP - SSG	R	7/19/2022		312.00CR	099640	
	I-8010069	FEDERAL SIGNAL CORP - SSG	R	7/19/2022		726.26CR	099640	1,038.26

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0200	FIRST SUPPLY LLC							
	I-13255545-00	FIRST SUPPLY LLC	R	7/19/2022		20.21CR	099641	
	I-13257944-00	FIRST SUPPLY LLC	R	7/19/2022		199.00CR	099641	
	I-13280696-00	FIRST SUPPLY LLC	R	7/19/2022		96.75CR	099641	315.96
0996	FOX LAMINATING CO INC							
	I-INV0465297	FOX LAMINATING CO INC	R	7/19/2022		58.95CR	099642	58.95
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-202207123190	FOX VALLEY TECHNICAL COLLEGE	R	7/19/2022		695.00CR	099643	
	I-TPB0000730980	FOX VALLEY TECHNICAL COLLEGE	R	7/19/2022		705.00CR	099643	1,400.00
7767	FREEDOM OVERHEAD DOORS							
	I-45516	FREEDOM OVERHEAD DOORS	R	7/19/2022		440.00CR	099644	440.00
0562	GALLS LLC							
	I-21436333	GALLS LLC	R	7/19/2022		40.50CR	099645	40.50
8802	GFC LEASING - WI							
	I-I00747274	GFC LEASING - WI	R	7/19/2022		198.74CR	099646	198.74
2544	GLOBAL RECOGNITION INC							
	I-216157	GLOBAL RECOGNITION INC	R	7/19/2022		3,129.15CR	099647	3,129.15
6923	GORDON FLESCH COMPANY INC.							
	I-IN13790883	GORDON FLESCH COMPANY INC.	R	7/19/2022		79.55CR	099648	79.55
8011	GOVERNMENTJOBS.COM INC							
	I-INV-28913	GOVERNMENTJOBS.COM INC	R	7/19/2022		370.76CR	099649	370.76
0116	GRAINGER INC							
	I-9294813218	GRAINGER INC	R	7/19/2022		144.76CR	099650	
	I-9352242227	GRAINGER INC	R	7/19/2022		10.19CR	099650	
	I-9352242235	GRAINGER INC	R	7/19/2022		16.99CR	099650	
	I-9352242243	GRAINGER INC	R	7/19/2022		55.56CR	099650	
	I-9352242268	GRAINGER INC	R	7/19/2022		26.33CR	099650	
	I-9353742589	GRAINGER INC	R	7/19/2022		48.02CR	099650	
	I-9353742597	GRAINGER INC	R	7/19/2022		9.63CR	099650	
	I-9359051308	GRAINGER INC	R	7/19/2022		53.70CR	099650	
	I-9366750421	GRAINGER INC	R	7/19/2022		130.75CR	099650	495.93
7764	GREAT AMERICA FINANCIAL SVCS							
	I-31932081	GREAT AMERICA FINANCIAL SVCS	R	7/19/2022		1,595.00CR	099651	1,595.00

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0119	GREATER GREEN BAY CHAMBER							
	I-199085	GREATER GREEN BAY CHAMBER	R	7/19/2022		1,250.00CR	099652	1,250.00
7528	AARON HANSON							
	I-202207123191	AARON HANSON	R	7/19/2022		1,151.26CR	099653	1,151.26
5674	HOME TEAM SPORTS & APPAREL INC							
	I-43162	HOME TEAM SPORTS & APPAREL INC	R	7/19/2022		3,144.00CR	099654	
	I-43260	HOME TEAM SPORTS & APPAREL INC	R	7/19/2022		926.00CR	099654	4,070.00
6589	HSHS EWD							
	I-202207123192	HSHS EWD	R	7/19/2022		46.50CR	099655	46.50
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-W38937	HURCKMAN MECHANICAL INDUSTRIES	R	7/19/2022		814.00CR	099656	814.00
5484	HYDROCORP INC							
	I-67499-IN	HYDROCORP INC	R	7/19/2022		2,787.00CR	099657	2,787.00
1399	INDOFF INC							
	I-3572503	INDOFF INC	R	7/19/2022		83.80CR	099658	
	I-3573427	INDOFF INC	R	7/19/2022		119.19CR	099658	
	I-3577081	INDOFF INC	R	7/19/2022		136.13CR	099658	
	I-3578595	INDOFF INC	R	7/19/2022		52.76CR	099658	
	I-3580173	INDOFF INC	R	7/19/2022		206.23CR	099658	598.11
2602	JOSSART BROTHERS INC							
	I-22-01 (2)	JOSSART BROTHERS INC	R	7/19/2022		253,012.12CR	099659	
	I-5082	JOSSART BROTHERS INC	R	7/19/2022		11,393.69CR	099659	264,405.81
7620	JT ENGINEERING INC							
	I-210095-05	JT ENGINEERING INC	R	7/19/2022		2,200.00CR	099660	2,200.00
1276	JX ENTERPRISES INC							
	I-14216919P	JX ENTERPRISES INC	R	7/19/2022		8.00CR	099661	
	I-14219682P	JX ENTERPRISES INC	R	7/19/2022		83.57CR	099661	
	I-14219739P	JX ENTERPRISES INC	R	7/19/2022		18.88CR	099661	
	I-14219872P	JX ENTERPRISES INC	R	7/19/2022		50.39CR	099661	
	I-14220265P	JX ENTERPRISES INC	R	7/19/2022		7.32CR	099661	
	I-14220266P	JX ENTERPRISES INC	R	7/19/2022		83.18CR	099661	
	I-14220285P	JX ENTERPRISES INC	R	7/19/2022		207.98CR	099661	459.32

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0530	KAY DISTRIBUTING INC							
	I-B-1444320	KAY DISTRIBUTING INC	R	7/19/2022		844.96CR	099662	844.96
8429	KELLEHER HELMRICH & ASSOC INC							
	I-20221251	KELLEHER HELMRICH & ASSOC INC	R	7/19/2022		2,400.00CR	099663	2,400.00
8470	KEM EQUIPMENT INC							
	I-30730	KEM EQUIPMENT INC	R	7/19/2022		272.60CR	099664	272.60
3986	KIMPS ACE HARDWARE CORP							
	I-394188	KIMPS ACE HARDWARE CORP	R	7/19/2022		182.94CR	099665	182.94
4617	LANGUAGE LINE SERVICES							
	I-10578152	LANGUAGE LINE SERVICES	R	7/19/2022		26.40CR	099666	26.40
5786	CINDY LEE							
	I-202207133210	CINDY LEE	R	7/19/2022		121.39CR	099667	121.39
2512	CHARLIE LEITERMAN							
	I-202207133211	CHARLIE LEITERMAN	R	7/19/2022		73.59CR	099668	73.59
0159	LEXIS NEXIS INC							
	I-3093964345	LEXIS NEXIS INC	R	7/19/2022		328.00CR	099669	328.00
8825	JANE MATHES							
	I-202207133212	JANE MATHES	R	7/19/2022		129.00CR	099670	129.00
4254	MEACHAM NURSERY							
	I-IV22-8707	MEACHAM NURSERY	R	7/19/2022		182.00CR	099671	182.00
0173	MENARDS INC							
	C-921	MENARDS INC	R	7/19/2022		19.62	099672	
	I-1162	MENARDS INC	R	7/19/2022		21.99CR	099672	
	I-1230	MENARDS INC	R	7/19/2022		8.90CR	099672	
	I-240	MENARDS INC	R	7/19/2022		44.40CR	099672	
	I-388	MENARDS INC	R	7/19/2022		139.99CR	099672	
	I-401	MENARDS INC	R	7/19/2022		10.23CR	099672	
	I-403	MENARDS INC	R	7/19/2022		55.84CR	099672	
	I-424	MENARDS INC	R	7/19/2022		38.54CR	099672	
	I-583	MENARDS INC	R	7/19/2022		43.34CR	099672	
	I-607	MENARDS INC	R	7/19/2022		6.38CR	099672	
	I-69	MENARDS INC	R	7/19/2022		55.96CR	099672	
	I-704	MENARDS INC	R	7/19/2022		12.99CR	099672	
	I-719	MENARDS INC	R	7/19/2022		40.23CR	099672	
	I-880	MENARDS INC	R	7/19/2022		105.52CR	099672	
	I-910	MENARDS INC	R	7/19/2022		393.09CR	099672	
	I-913	MENARDS INC	R	7/19/2022		40.23CR	099672	
	I-932	MENARDS INC	R	7/19/2022		38.09CR	099672	
	I-978	MENARDS INC	R	7/19/2022		105.24CR	099672	
	I-99071	MENARDS INC	R	7/19/2022		141.26CR	099672	
	I-99806	MENARDS INC	R	7/19/2022		37.95CR	099672	

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VOID	VOID CHECK		V	7/19/2022			099673	**VOID**
0524	MJB INDUSTRIES INC							
	I-6086	MJB INDUSTRIES INC	R	7/19/2022		13,420.00CR	099674	13,420.00
2744	MSA PROFESSIONAL SERVICES INC							
	I-R09441026.0 - 2	MSA PROFESSIONAL SERVICES INC	R	7/19/2022		968.75CR	099675	968.75
8431	MULTI MEDIA CHANNELS LLC							
	I-48238	MULTI MEDIA CHANNELS LLC	R	7/19/2022		270.97CR	099676	270.97
0531	NORTHEAST AUTO PARTS INC							
	C-368668	NORTHEAST AUTO PARTS INC	R	7/19/2022		20.00	099677	
	C-369197	NORTHEAST AUTO PARTS INC	R	7/19/2022		10.00	099677	
	C-4168-364616	NORTHEAST AUTO PARTS INC	R	7/19/2022		24.69	099677	
	C-4168-365775	NORTHEAST AUTO PARTS INC	R	7/19/2022		172.79	099677	
	C-4168-368668	NORTHEAST AUTO PARTS INC	R	7/19/2022		20.00	099677	
	C-7122022	NORTHEAST AUTO PARTS INC	R	7/19/2022		46.28	099677	
	I-364518	NORTHEAST AUTO PARTS INC	R	7/19/2022		406.42CR	099677	
	I-368872	NORTHEAST AUTO PARTS INC	R	7/19/2022		3.86CR	099677	
	I-368904	NORTHEAST AUTO PARTS INC	R	7/19/2022		85.16CR	099677	
	I-368962	NORTHEAST AUTO PARTS INC	R	7/19/2022		215.38CR	099677	
	I-368966	NORTHEAST AUTO PARTS INC	R	7/19/2022		130.64CR	099677	
	I-369000	NORTHEAST AUTO PARTS INC	R	7/19/2022		31.49CR	099677	
	I-369031	NORTHEAST AUTO PARTS INC	R	7/19/2022		32.17CR	099677	
	I-369045	NORTHEAST AUTO PARTS INC	R	7/19/2022		133.26CR	099677	
	I-369098	NORTHEAST AUTO PARTS INC	R	7/19/2022		2.99CR	099677	
	I-369099	NORTHEAST AUTO PARTS INC	R	7/19/2022		62.24CR	099677	
	I-369153	NORTHEAST AUTO PARTS INC	R	7/19/2022		18.40CR	099677	
	I-369173	NORTHEAST AUTO PARTS INC	R	7/19/2022		197.30CR	099677	
	I-369238	NORTHEAST AUTO PARTS INC	R	7/19/2022		67.72CR	099677	
	I-369252	NORTHEAST AUTO PARTS INC	R	7/19/2022		2.39CR	099677	
	I-369276	NORTHEAST AUTO PARTS INC	R	7/19/2022		36.78CR	099677	
	I-369303	NORTHEAST AUTO PARTS INC	R	7/19/2022		36.78CR	099677	
	I-369326	NORTHEAST AUTO PARTS INC	R	7/19/2022		29.69CR	099677	
	I-369390	NORTHEAST AUTO PARTS INC	R	7/19/2022		18.93CR	099677	1,217.84
VOID	VOID CHECK		V	7/19/2022			099678	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-CS36049	NORTHEAST WI TECH COLLEGE	R	7/19/2022		80.00CR	099679	80.00

PACKET: 06807 JUL 2022 COUNCIL - 2 7-19-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1985	OIL EQUIPMENT CO INC							
	I-308921-IN	OIL EQUIPMENT CO INC	R	7/19/2022		369.00CR	099680	369.00
0194	OLSON TRAILER & BODY LLC							
	I-107226C	OLSON TRAILER & BODY LLC	R	7/19/2022		296.25CR	099681	296.25
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-187801	OSHKOSH FIRE & POLICE EQUIPMEN	R	7/19/2022		2,494.25CR	099682	2,494.25
5222	P J KORTENS & CO INC							
	I-10023729	P J KORTENS & CO INC	R	7/19/2022		905.00CR	099683	905.00
1331	PACKER FASTENER & SUPPLY INC							
	I-708390	PACKER FASTENER & SUPPLY INC	R	7/19/2022		80.02CR	099684	
	I-712865	PACKER FASTENER & SUPPLY INC	R	7/19/2022		97.40CR	099684	177.42
1	PALUBICKI, JAMI							
	I-202207133213	SWEATSHIRT	R	7/19/2022		10.00CR	099685	10.00
0202	PEPSI COLA OF GREEN BAY							
	I-92141925	PEPSI COLA OF GREEN BAY	R	7/19/2022		530.77CR	099686	530.77
0208	POMP'S TIRE SERVICE INC							
	I-1010102306	POMP'S TIRE SERVICE INC	R	7/19/2022		180.68CR	099687	
	I-90078335	POMP'S TIRE SERVICE INC	R	7/19/2022		50.00CR	099687	
	I-90078342	POMP'S TIRE SERVICE INC	R	7/19/2022		36.80CR	099687	
	I-90078498	POMP'S TIRE SERVICE INC	R	7/19/2022		565.80CR	099687	
	I-90078540	POMP'S TIRE SERVICE INC	R	7/19/2022		36.80CR	099687	870.08
0209	POOL WORKS INC							
	I-229954-1	POOL WORKS INC	R	7/19/2022		70.00CR	099688	70.00
1246	PREVEA HEALTH							
	I-138552	PREVEA HEALTH	R	7/19/2022		4,240.50CR	099689	4,240.50
0395	PRO ONE JANITORIAL INC							
	I-185464	PRO ONE JANITORIAL INC	R	7/19/2022		1,280.00CR	099690	1,280.00
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-825999	PROFESSIONAL SERVICE INDUSTRIE	R	7/19/2022		3,174.00CR	099691	3,174.00
6179	PVP COMMUNICATIONS							
	I-131259	PVP COMMUNICATIONS	R	7/19/2022		1,008.00CR	099692	1,008.00

PACKET: 06807 JUL 2022 COUNCIL - 2 7-19-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0220	QUILL CORP							
	I-25929161	QUILL CORP	R	7/19/2022		16.98CR	099693	16.98
8277	R BAUMAN & ASSOCIATES SC							
	I-1395	R BAUMAN & ASSOCIATES SC	R	7/19/2022		452.70CR	099694	452.70
1434	PAULA RAHN							
	I-202207133214	PAULA RAHN	R	7/19/2022		111.15CR	099695	111.15
0227	REINDERS INC							
	I-6013975-00	REINDERS INC	R	7/19/2022		390.61CR	099696	
	I-6014239-00	REINDERS INC	R	7/19/2022		37.91CR	099696	
	I-6014404-00	REINDERS INC	R	7/19/2022		1,539.47CR	099696	
	I-6015689-00	REINDERS INC	R	7/19/2022		205.02CR	099696	2,173.01
0228	RENT A FLASH OF WISCONSIN INC							
	I-80918	RENT A FLASH OF WISCONSIN INC	R	7/19/2022		86.50CR	099697	86.50
0222	RNOW INC							
	I-2022-63061	RNOW INC	R	7/19/2022		2,758.40CR	099698	2,758.40
8826	SAINT NORBERT - STRATEGIC RESEARCH							
	I-1022	SAINT NORBERT - STRATEGIC RESE	R	7/19/2022		3,125.00CR	099699	3,125.00
7457	SCHROTH WHOLESALE SUPPLY CO INC							
	I-411464	SCHROTH WHOLESALE SUPPLY CO IN	R	7/19/2022		255.90CR	099700	255.90
7515	CLAUDIA SCHULTZ							
	I-202207133215	CLAUDIA SCHULTZ	R	7/19/2022		361.92CR	099701	361.92
8350	MATT SMITH							
	I-202207133220	MATT SMITH	R	7/19/2022		62.76CR	099702	62.76
7762	SMITHGROUP INC							
	I-162774	SMITHGROUP INC	R	7/19/2022		2,550.00CR	099703	
	I-163413	SMITHGROUP INC	R	7/19/2022		5,450.00CR	099703	8,000.00
4094	STATE BAR OF WISCONSIN							
	I-5111012	STATE BAR OF WISCONSIN	R	7/19/2022		166.50CR	099704	166.50
0257	STREICHER'S INC							
	I-I1574660	STREICHER'S INC	R	7/19/2022		2,284.93CR	099705	2,284.93

PACKET: 06807 JUL 2022 COUNCIL - 2 7-19-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8827	TOWN COUNSEL LAW & LITIGATION LLC							
	I-1328	TOWN COUNSEL LAW & LITIGATION	R	7/19/2022		1,268.75CR	099706	1,268.75
5454	TRANSPORT REFRIGERATION INC							
	I-564015-100	TRANSPORT REFRIGERATION INC	R	7/19/2022		15.50CR	099707	15.50
3401	TRIPLE P INC							
	I-22-14 (2)	TRIPLE P INC	R	7/19/2022		348,760.69CR	099708	348,760.69
0268	TRUCK EQUIPMENT INC							
	I-1007894-00	TRUCK EQUIPMENT INC	R	7/19/2022		233.94CR	099709	233.94
0272	UNIFORM SHOPPE INC							
	I-322394	UNIFORM SHOPPE INC	R	7/19/2022		231.85CR	099710	
	I-322407	UNIFORM SHOPPE INC	R	7/19/2022		204.90CR	099710	
	I-322749	UNIFORM SHOPPE INC	R	7/19/2022		233.85CR	099710	
	I-322796	UNIFORM SHOPPE INC	R	7/19/2022		79.95CR	099710	
	I-322809	UNIFORM SHOPPE INC	R	7/19/2022		1,050.00CR	099710	
	I-322859	UNIFORM SHOPPE INC	R	7/19/2022		84.95CR	099710	
	I-323138	UNIFORM SHOPPE INC	R	7/19/2022		155.90CR	099710	
	I-323210	UNIFORM SHOPPE INC	R	7/19/2022		161.90CR	099710	
	I-323229	UNIFORM SHOPPE INC	R	7/19/2022		54.90CR	099710	2,258.20
8760	URBAN EVOLUTIONS INC							
	I-29783	URBAN EVOLUTIONS INC	R	7/19/2022		562.00CR	099711	562.00
7015	US BANK EQUIPMENT FINANCE							
	I-476103999	US BANK EQUIPMENT FINANCE	R	7/19/2022		63.90CR	099712	63.90
1229	UTILITY SALES AND SERVICE INC							
	I-73922-IN	UTILITY SALES AND SERVICE INC	R	7/19/2022		522.00CR	099713	522.00
0277	VAN'S FIRE & SAFETY INC							
	I-4159995	VAN'S FIRE & SAFETY INC	R	7/19/2022		43.35CR	099714	43.35
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-9689	VANDEN PLAS PORTABLE SOLUTIONS	R	7/19/2022		155.97CR	099715	
	I-9873	VANDEN PLAS PORTABLE SOLUTIONS	R	7/19/2022		290.00CR	099715	445.97
5935	VANDERVEST HARLEY-DAVIDSON							
	I-65217	VANDERVEST HARLEY-DAVIDSON	R	7/19/2022		1,259.19CR	099716	1,259.19

PACKET: 06807 JUL 2022 COUNCIL - 2 7-19-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3707	VIKING ELECTRIC SUPPLY							
	I-S005946584.001	VIKING ELECTRIC SUPPLY	R	7/19/2022		520.15CR	099717	
	I-S005946754.001	VIKING ELECTRIC SUPPLY	R	7/19/2022		48.20CR	099717	
	I-S005974666.001	VIKING ELECTRIC SUPPLY	R	7/19/2022		1,943.84CR	099717	
	I-S005974666.002	VIKING ELECTRIC SUPPLY	R	7/19/2022		213.84CR	099717	2,726.03
1798	VILLA REAL							
	I-LC-1-48947	VILLA REAL	R	7/19/2022		51.00CR	099718	51.00
7861	KRISTEN VINCENT							
	I-202207133216	KRISTEN VINCENT	R	7/19/2022		4.86CR	099719	4.86
2645	WI DEPT OF JUSTICE							
	I-202207133217	WI DEPT OF JUSTICE	R	7/19/2022		105.00CR	099720	105.00
7710	WI HUMANE SOCIETY							
	I-2299	WI HUMANE SOCIETY	R	7/19/2022		531.00CR	099721	531.00
7857	WISCNET							
	I-19259	WISCNET	R	7/19/2022		1,800.00CR	099722	1,800.00
5978	ANDREW ZIETLOW							
	I-202207133218	ANDREW ZIETLOW	R	7/19/2022		62.66CR	099723	62.66
7519	ANGELA ZILLS							
	I-202207133219	ANGELA ZILLS	R	7/19/2022		13.98CR	099724	13.98

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	123	0.00	922,640.24	922,640.24
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:	2	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:	125	0.00	922,640.24	922,640.24

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 06807 JUL 2022 COUNCIL - 2 7-19-22
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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	7/2022	267,982.12CR
201	7/2022	34,290.36CR
209	7/2022	41.07CR
260	7/2022	214.00CR
285	7/2022	377.00CR
290	7/2022	350,990.69CR
291	7/2022	107.00CR
292	7/2022	107.00CR
293	7/2022	108.50CR
294	7/2022	114.00CR
295	7/2022	107.00CR
297	7/2022	3,055.00CR
405	7/2022	60,922.95CR
415	7/2022	15,435.46CR
601	7/2022	126,090.00CR
650	7/2022	62,698.09CR
ALL		922,640.24CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 19, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from Finance/Personnel Committee to Remain in City of Long Beach v. Monsanto Class Action Settlement regarding PCB Contamination.**

At its meeting on July 12 2022, the Finance/Personnel Committee voted unanimously to remain as a class member in the Monsanto class action lawsuit and accept the settlement amount of $17,024.47, and to move this item forward to the Common Council for consideration and approval.