



Common Council

Regular Meeting

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

Agenda

Tuesday, May 19, 2020

7:30 PM

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **May 19, 2020 at 7:30 PM.**

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

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

You can also dial in using your phone.

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

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

Access Code: 154-883-285

THIS MEETING WILL NOT BE HELD IN PERSON.

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

I. Call to Order

1. Roll Call
2. Approval of the minutes of the May 5, 2020 Common Council meeting.
3. Recommendation from the Finance & Personnel Committee to Purchase Nine Hand Held Thermal Image Cameras for the Fire Department.
4. Recommendation from Finance & Personnel Committee to accept donation of 30 gallons of hand sanitizer from De Pere High School Students.
5. Recommendation from Finance & Personnel Committee to Accept \$1,200 Donation from Gerald Grunewald Memorial Fund.
6. Recommendation from Personnel/Finance Committee to Suspend 2019 Monetary Pay for Performance Awards (Payable in 2020.)
7. Recommendation from the Board of Public Works to approve award of Contract 20-08 Manhole Repair and Rehabilitation to Great Lakes TV Seal, Inc. in the amount of \$20,974.00
8. Recommendation from the Board of Public Works to approve award of Contract 20-13 Crackfilling and Seal Coating to Asphalt Seal & Repair, Inc. in the amount of \$158,029.50
9. Recommendation from the Board of Public Works approve awarding Contract 20-16 City Hall Generator to Northern Electric, Inc. in the amount of \$127,485.00
10. Renewal applications for the licensing period of July 1, 2020 to June 30, 2021.
 - A. Class "A" Fermented Malt Beverage Licenses

- B. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor Licenses
- C. Class "B" Fermented Malt Beverage Licenses
- D. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor Licenses
- E. Class "B" Beer & "Class C" Wine Licenses
- F. Class "B" Fermented Malt Beverage & Reserve "Class B" Intoxicating Liquor Licenses
- 11. Ordinance #20-05 Amending § 6-3 De Pere Municipal Code Regarding Rules of Order.
- 12. Resolution #20-41 Authorizing Donation to De Pere Area Chamber of Commerce for COVID-19 De Pere Business Relief Grant Fund.
- 13. Resolution #20-47 Ratifying Mayoral Proclamations Issued from May 1, 2020 Through May 15, 2020.
- 14. Resolution #20-48 Accepting Elevate Communities Grant from Capital Credit Union.
- 15. Resolution #20-49 Approving Memorandum of Understanding with the De Pere Professional Firefighter's Association IAFF Local 141 Regarding Light Duty Schedule.
- 16. Resolution #20-50 Authorizing Grant of Electric Underground Easement (WD-91, WD-93-3, WD-93-1-A, WD-94 and WD-95-3-A; VFW Park).
- 17. Resolution #20-51 Approving Professional Services Agreement with Green Bay Metropolitan Sewerage District - NEW Water (Sub-Award for US Forest Service GLRI Grant for Tree Planting) .
- 18. Resolution #20-52 Authorizing State/Municipal Project Agreement for Merrill Street Resurfacing.
- 19. Resolution #20-53 Supporting the Village of Ashwaubenon DNR Grant Application for Bicycle and Pedestrian Improvements on West Main Avenue.
- 20. Resolution #20-54 Authorizing Installment Payment of Sidewalk Repair and Replacement Expenses in Excess of \$1,000 Ordered Under Wis. Stats. § 66.0907.
- 21. Resolution #20-55 Authorizing Agreement for Consulting Services Between the City of De Pere and Water Tower Clean and Coat (Inspection of Merrill Street and Scheuring Road Reservoirs).
- 22. Resolution #20-56 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking-Curb & Gutter and Sidewalk).
- 23. Resolution #20-57 Authorizing Agreement for Contractor Services Between City of De Pere and All-Star Cutting and Coring, LLC (Concrete Grinding Sidewalk-Various Locations).
- 24. Resolution #20-58 Awarding Official City Newspaper Contract. (This Resolution and Staff Report will be Provided at the Council Meeting)
- 25. Presentation and discussion on the Mulva Cultural Center project.
- 26. Review and Possible Action on Plan for Re-opening of City Facilities and Programs
- 27. Request to approve funding for safety partitions in City Buildings.
- 28. Appointments and reappointments to Boards and Commissions by Mayor Boyd.

- 29. Operator license applications.
- 30. Voucher approval.
- 31. Future agenda items.
- 32. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Bishnu Adhikari
Sharada Adhikari
Jacob Anderson
Alexis Arnold
McKim Boyd
Kevin Charles
Kendra Charlier
Leslie Conard
Jeffrey Daffner
Ann De Cleene
Greg De Cleene
Terrie DuBois
Denise Gajeski
Raymond Hoffman
Timothy Jelinski
James Kropp
Doreen Martin
Toni Minor
Mohammad Mirhashemi
Fe Montalvo
Matthew Olson
Kevin Osadjan
Daniel Pamperin
Mark Patel
Vicki Radue
William Schleis
Bradley Schmidt
Daniel Schmidt

Bryan Vander Bloomen
Elizabeth Vandeyacht
Frank Van Vonderen Jr
Jonathon Wieser
Russ Fiene, Water Tower Clean & Coat, Inc.
Brett Healy, Great Lakes TV Seal, Inc.
Jim Stepaniak, Asphalt Seal & Repair, Inc.
Tracy Conard, Northern Electric, Inc.
Kyle Schoenebeck, Badger Concrete Lifting, LLC
Tom Tennessen, All Star Cutting and Coring, LLC
Angela Kowalzek-Adrians, NEW Water
Robert Laskowski, Wisconsin Public Service



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the May 5, 2020 Common Council meeting.

ATTACHMENTS:

- 5-5-20 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, May 5, 2020

7:30 PM

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

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

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

RESULT: APPROVED [UNANIMOUS]
MOVER: Jonathon Hansen, Alderman
SECONDER: Dan Carpenter, Alderman
AYES: Carpenter, Eserkaln, Hansen, Kunding, Defnet Ledvina, Nelson, Raasch, Ruh

3. Recommendation from the Board of Park Commissioners to Accept Donation from De Pere Girls Softball Association.

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

4. Recommendation from the Board of Park Commissioners to Accept Donation from Tundra Apparel & Promotions for Beer Garden Valued at \$500.

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Amy Chandik Kunding, Alderman
SECONDER: Casey Nelson, Alderman
AYES: Carpenter, Eserkaln, Hansen, Kunding, Defnet Ledvina, Nelson, Raasch, Ruh

5. Recommendation from the Board of Park Commissioners to Accept \$2500 Donation from Kay Distributing for Beer Gardens.

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

6. Recommendation to the Board of Park Commissioners to Accept Donation from Betty Lou Lewis in the Amount of \$250 for Inflatable's Purchase.

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

7. Recommendation from the Board of Park Commissioners to Accept a \$10,000 Donation from the Dickhut Family Charitable Endowment Fund for the Community Center Remodeling Project.

Alderperson Hansen asked about the budget amendment that was done to cover the project shortfall through bonding. Parks Director Marty Kosobucki explained that the bonding will remain very similar, because this donation will be for furniture on the upper level; the original budget amendment was for the flooring.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Defnet Ledvina, Nelson, Raasch, Ruh

8. Recommendation from Plan Commission to approve a proposed 32 lot final plat of Honeysuckle Acres Fourth Addition at 1500 BLK Red Maple Rd (Parcels WD-L183-4 & WD-L183-4-1).

Alderperson Nelson asked for an explanation on staff recommendation #4 in the agenda packet - that the covenant must require that all exposed walls with windows shall be approved by the City prior to constructing. City Attorney Judy Schmidt-Lehman explained that the City has had trouble in the past with people putting exposed basement windows adjacent to or within storm sewer easement areas.

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

9. Resolution #20-39 Authorizing Agreement for Consulting Services with Lee Recreation, LLC (Modular Playground Equipment Design and Installation - Patriot Park).

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

10. Resolution #20-40 Authorizing Agreement for Feasibility Study with Village of Allouez for Regional Residential Yard Waste Site.

Alderperson Raasch asked if the City is funding the entire cost of the study. City Administrator Larry Delo explained that the City of De Pere is requesting the combined site in order to accommodate the YMCA, which will hopefully move to the location of the current compost site in the near future. Because the proposal was initiated by De Pere, we will fund the study initially; the City plans to ask the town of Ledgeview to reimburse part of the cost on a proportional basis at some time in the future.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Defnet Ledvina, Nelson, Raasch, Ruh

11. Resolution #20-41 Authorizing Donation to De Pere Area Chamber of Commerce for COVID-19 De Pere Business Relief Grant Fund.

Development Services Director Dan Lindstrom explained that this request is very similar to the one made by Definitely De Pere at the last meeting. Staff has had discussions about fundraising difficulties with both entities since this item was submitted. The Greater Green Bay Area Chamber of Commerce has also rolled out a program which will be pulling from the same fundraising pool; this has created competition for fundraising dollars.

Alderperson Ledvina moved, seconded by Alderperson Nelson to open the meeting. Upon vote, motion carried unanimously.

Amber Thiel, president of the De Pere Chamber of Commerce, reported that they have raised \$2,500 so far. They have encountered denials because businesses want to spread the wealth to other communities. She stated that they are worried they will be unable to meet their \$50,000 goal, and that they would like to amend their request to be a \$50,000 donation rather than a matching grant.

Tina Quigley of Definitely De Pere reported that they are currently just shy of \$20,000 in their fundraising efforts, and echoed Amber's statement that it is a difficult environment for fundraising. Definitely De Pere's grant application period closed last Thursday; they have received 54 applications with a total request amount of \$129,000.

Alderperson Raasch asked Tina how they plan to allocate the funds they have available. Mayor Boyd noted that the Council should not be discussing Definitely De Pere's plan, because the item on tonight's agenda is the De Pere Chamber of Commerce request. Alderperson Raasch questioned why Definitely De Pere was allowed to speak on behalf

of the Chamber if this is the case. City Attorney Judy Schmidt-Lehman explained that Definitely De Pere was describing fundraising efforts which are common to both, but specifics about the Definitely De Pere program are not on the agenda. She stated that if Definitely De Pere submits a revised request, it will have to come back as a separate agenda item.

Alderson Carpenter asked if a business can apply for a grant from both programs. Dan Lindstrom explained that the boundaries set by Main Street program separate the two.

Alderson Nelson asked if City staff have a sense of what kind of return on investment we can expect from this program, noting that the cost of losing half or even a third of small businesses in the City would be significant. Dan Lindstrom reported that an analysis has not been done because there are so many variables. City Administrator Larry Delo pointed out that there is no guarantee that they will stay in business even if they receive the grant, which makes it very difficult to analyze the return.

Alderson Carpenter moved, seconded by Alderson Kunding to close the meeting. Upon vote, motion carried unanimously.

Discussion followed regarding various alternatives with the proposed matching fund requests versus a general donation.

Alderson Raasch moved, seconded by Alderson Ruh to table the item so that the requests from both Definitely De Pere and the De Pere Chamber of Commerce can be discussed together at the next Council meeting.

RESULT:	TABLED [5 TO 2]
MOVER:	Dean Raasch, Alderson
SECONDER:	Kelly Ruh, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Raasch, Ruh
NAYS:	Shana Defnet Ledvina, Casey Nelson
ABSTAIN:	Amy Chandik Kunding

12. Resolution #20-42 Authorizing Partial Release of Storm Sewer-Drainage Easement (Parcels WD-115-6-2, WD-115-7, WD-115-8-1, and WD-864; 665 Grant Street).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Dan Carpenter, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Defnet Ledvina, Nelson, Raasch, Ruh

13. Resolution #20-43 Authorizing Grant of Storm Sewer Easement (Parcels WD-115, WD-115-2, WD-115-3, WD-115-3-1, WD-115-4, WD-115-5, WD-115-6, WD-115-8, WD-115-8-1, WD-115-9 and WD-864; 665 Grant Street).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Shana Defnet Ledvina, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Defnet Ledvina, Nelson, Raasch, Ruh

14. Resolution #20-44 Authorizing Partial Release of Sanitary Sewer Easement (Parcels WD-2029, WD-2030, WD-2031, WD-2032, WD-2033, WD-2034, WD-2035 and WD-2036; 1881 Southbridge Road).

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

15. Resolution #20-45 Ratifying Mayoral Proclamations Issued from April 4, 2020 Through April 30, 2020.

Alderperson Raasch stated that while he understands the spirit of the proclamation, he can't support it in good conscience. The Safer at Home order is now being challenged in the state Supreme Court, and he does not believe that government officials had the authority to extend it.

RESULT:	ADOPTED [6 TO 2]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Defnet Ledvina, Nelson
NAYS:	Dean Raasch, Kelly Ruh

16. Resolution #20-46 Regarding Operator's License Renewal Fees.

City Attorney Judy Schmidt-Lehman explained that at License Committee, the question was raised whether renewal fees that have already been paid in excess of the proposed \$15 will be refunded. She noted that while not specifically stated in the resolution, but the intent is to refund any excess fees paid. Judy stated that the intent was the same for the resolution reducing Class B liquor license fees.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Defnet Ledvina, Nelson, Raasch, Ruh

17. Consideration of a request by Alderperson Raasch to establish a policy to limit citizen comments to no longer than three minutes during public comment and public hearings at City Council meetings.

Alderperson Raasch reported that he has researched other municipalities, and most have a five minute limit during public comment period and public hearings. The point of the policy would be to allow as many people to speak as possible. Alderperson Kunding asked if the City could give the public a basic framework to aid them if they plan to speak at a meeting. City Administrator Larry Delo agreed that staff could put together a short instructional piece with advice on how to present at a meeting. Alderperson Hansen recalled that during some recent high-profile agenda items, the mayor asked that citizens

limit their comments. He feels this method works and doesn't think a blanket policy needs to be instituted.

Alderson Raasch agreed that's good for agenda items, but this noted that this request is specifically for public hearings and public comment.

Alderson Raasch moved, seconded by Alderson Carpenter to refer the request back to staff so that an ordinance can be drafted to institute a five minute limit to public comment during public hearings and Council meeting public comment periods.

RESULT:	REFERRED BACK TO STAFF [7 TO 1]
	Next: 5/19/2020 7:30 PM
MOVER:	Dean Raasch, Alderson
SECONDER:	Dan Carpenter, Alderson
AYES:	Carpenter, Eserkaln, Kundinger, Defnet Ledvina, Nelson, Raasch, Ruh
NAYS:	Jonathon Hansen

18. Appointment and Reappointments by Mayor Boyd.

Alderson Hansen thanked Ryan Jennings for serving on the Board of Park Commissioners in a citizen role.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	Shana Defnet Ledvina, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Defnet Ledvina, Nelson, Raasch, Ruh

19. Operator license applications.

Alderson Carpenter moved, seconded by Alderson Ledvina to approve Renewal Operator applications #1-26. Upon vote, motion carried unanimously.

Alderson Carpenter moved, seconded by Alderson Hansen to table Renewal Operator applications #27 and 28. Upon vote, motion carried unanimously.

Alderson Carpenter moved, seconded by Alderson Ledvina to approve New Operator applications #1 and 2. Upon vote, motion carried unanimously.

20. Voucher approval.

Alderson Carpenter requested confirmation that the payment to Ford Motor Credit is part of the Police Department vehicle budget. City Administrator Larry Delo said he will confirm with the Finance Director-Treasurer.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Dan Carpenter, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Defnet Ledvina, Nelson, Raasch, Ruh

21. Future agenda items.

Aldersperson Hansen requested an update from staff on whether any Parks projects have been identified for the funds raised by the beer gardens. Mayor Boyd stated that this will go to a future Park Board meeting.

Aldersperson Kunding requested an update on the Mulva Cultural Center project and the Notre Dame School and St. Francis church sites.

Aldersperson Nelson asked for an update on the amount in the former revolving loan fund and in undesignated reserves. This information will be included in the next staff memo.

Aldersperson Raasch requested a discussion of resuming physical meetings; City Administrator Larry Delo said that staff is already developing plans for reopening of City facilities.

22. Adjournment.

Aldersperson Kunding moved, seconded by Aldersperson Raasch to adjourn the meeting at 8:37 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from the Finance & Personnel Committee to Purchase Nine Hand Held Thermal Image Cameras for the Fire Department.

Unanimously approved.

ATTACHMENTS:

- PURCHASE HAND HELD THERMAL IMAGE CAMERAS FOR FIRE DEPT (PDF)

Memo



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

From: Alan Matzke, Fire Chief *AEM*

Date: May 5, 2020

Re: Consider Purchase of Hand Held Thermal Image Cameras

The Fire Department is requesting your approval to purchase nine hand held thermal image cameras costing \$675 each, for the total cost of \$6,075.

Thermal image cameras have been a vital part of the American fire service for approximately 20 years. The camera offers the value of seeing through smoke, so the primary use has been to locate potential victims inside a building on fire. DPFR currently has one camera on each fire suppression vehicle to utilize during the search function.

The current use of petroleum building products in modern buildings has led to rapid fire spread and a marked increase in building collapse making thermal imagery valuable for quickly determining fire spread and structural assessment. The proposed hand held cameras would be available for all DPFR personnel on duty who may have to enter a fire building.

DPFR has been very fortunate to receive many donations through the past three years and I would request to fund the purchase of these cameras from our donations account.

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from Finance & Personnel Committee to accept donation of 30 gallons of hand sanitizer from De Pere High School Students.

Unanimously approved.

ATTACHMENTS:

- FIRE DEPT SANITIZER DONATION (PDF)

Memo



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

From: Alan Matzke, Fire Chief *AM*

Date: April 27, 2020

Re: Consider Donation of 30 Gallons of Hand Sanitizer

The Fire Department would like to respectfully request permission to retroactively accept 30 gallons of hand sanitizer from De Pere High School students.

Chad Michalkiewicz, varsity coach for De Pere High School Redbird football challenged the De Pere leadership students, as well as the Redbird football team, to raise funds to support the pandemic. The group began a "Go Fund Me" and used the money to purchase hand sanitizer from Northern Waters Distillery in Minocqua, Wisconsin. The hand sanitizer has been donated to Definitely De Pere to distribute to businesses within De Pere, as well as De Pere city services.

The 30 gallons of hand sanitizer would have an estimated retail value of \$2,000.

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from Finance & Personnel Committee to Accept
\$1,200 Donation from Gerald Grunewald Memorial Fund.

Unanimously approved.

ATTACHMENTS:

- FIRE DEPT GRUNEWALD DONATION (PDF)

Memo



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

From: Alan Matzke, Fire Chief *AM*

Date: April 27, 2020

Re: Consider Donation from Gerald Grunewald Memorial Fund

The Fire Department is requesting acceptance of a donation from the Gerald Grunewald Memorial Fund in the amount of \$1,200. Jeanette Grunewald graciously donated this money to De Pere Fire Rescue on behalf of her beloved husband, who was a De Pere resident (1161 Cardinal Street). The accepted donation would be placed in the Fire Department donation account.

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from Personnel/Finance Committee to Suspend
2019 Monetary Pay for Performance Awards (Payable in 2020.)

ATTACHMENTS:

- Recommendation to Suspend Pay for Performance 5-8-20 (DOCX)

CITY OF DE PERE MEMO



To: Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Larry Delo, City Administrator
Date: May 12, 2020

RE: Consideration and Possible Action to Suspend 2019 Pay for Performance Rewards Payable in 2020

Note: At the May 12th Finance/Personnel Committee it was unanimously approved to suspend the pay for performance program for salary increases and bonuses but the committee wanted to still allow employees to be eligible to receive paid time off as part of pay for performance.

As part of the City's compensation plan structure, employees are eligible to receive a pay for performance award each year. A pay for performance award can be either a salary increase, a bonus or paid time off, or a combination of the award options.

The administration is recommending suspending the 2019 pay for performance program awards payable in 2020 in consideration of the current economic conditions of the region and State due to the COVID-19 pandemic restrictions on the economy.

This issue was discussed with the City Finance Director and Mayor prior to making this determination. Please contact either of us if you have any questions. Both Shannon Metzler and I will be available at the Finance Committee meeting for questions.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve award of Contract 20-08 Manhole Repair and Rehabilitation to Great Lakes TV Seal, Inc. in the amount of \$20,974.00

The Board of Public Works at the May 11, 2020 meeting approved awarding Contract 20-08 Manhole Repair and Rehabilitation to Great Lakes TV Seal, Inc. in the amount of \$20,974.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2020 0511 CI_BOPW_Award_20-08 (PDF)
- 2020 0430 Project 20-08 Bid Tab (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: May 11, 2020

RE: **Consideration and possible action on award of Contract 20-08 Manhole Repair and Rehabilitation***

The Engineering Department received bids on Project 20-08 Manhole Repair and Rehabilitation on April 30, 2020. This project involves the repair and rehabilitation of manholes throughout the City by spray-on liner, pouring new manhole benches or chemically grouting the manholes. The bids received are as follows:

Contractor	Total Bid
Great Lakes TV Seal, Inc.	\$20,974.00
Northern Pipe, Inc.	\$26,935.00
National Power Rodding Corporation	\$53,255.00
KIM Construction Company, Inc.	\$86,226.00

The allocated amount from the capital improvement budget is \$30,000 from the sewerage revenue fund.

Staff's recommendation is to accept the bid from Great Lakes TV Seal, Inc. for \$20,974.00.

Attachments:

2020 0430 Project 20-08 Bid Tab (PDF)



**PROJECT 20-08 MANHOLE REPAIR AND REHABILITATION
BID TAB**

1.7.b

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Great Lakes TV Seal, Inc		Northern Pipe, Inc		National Power RoddingCorp		KIM Construction Company, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER LINING											
SP-01	Spray-On Liner	VF	67	\$ 122.00	\$ 8,174.00	\$ 155.00	\$ 10,385.00	\$ 265.00	\$ 17,755.00	\$ 303.00	\$ 20,301.00
SP-02	Pour In Place Bench	EA	15	\$ 655.00	\$ 9,825.00	\$ 850.00	\$ 12,750.00	\$ 1,620.00	\$ 24,300.00	\$ 3,195.00	\$ 47,925.00
SP-03	Retrofit Sanitary Sewer Inside Drop	EA	5	\$ 425.00	\$ 2,125.00	\$ 500.00	\$ 2,500.00	\$ 1,800.00	\$ 9,000.00	\$ 2,700.00	\$ 13,500.00
SP-04	Chemical Grout Manhole	EA	2	\$ 425.00	\$ 850.00	\$ 650.00	\$ 1,300.00	\$ 1,100.00	\$ 2,200.00	\$ 2,250.00	\$ 4,500.00
	TOTALS			\$ 20,974.00		\$ 26,935.00		\$ 53,255.00		\$ 86,226.00	

Attachment: 2020 0430 Project 20-08 Bid Tab (9544 : Rec from BOPW to approve award of Contract 20-08



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve award of Contract 20-13 Crackfilling and Seal Coating to Asphalt Seal & Repair, Inc. in the amount of \$158,029.50

The Board of Public Works at the May 11, 2020 meeting approved awarding Contract 20-13 Crackfilling and Seal Coating to Asphalt Seal & Repair, Inc. in the amount of \$158,029.50 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2020 0511 CI_BOPW_Award_20-13 (PDF)
- 2020 0430 Project 20-13 Bid Tab (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: May 11, 2020

RE: **Consideration and possible action on award of Contract 20-13 Crackfilling and Seal Coating***

The Engineering Department received bids for Project 20-13 Crackfilling and Seal Coating on April 30, 2020. This work is for maintenance of streets, parking lots, multi-use paths and basketball courts. The bids received are as follows:

Contractor	Total Bid
Asphalt Seal & Repair, Inc.	\$158,029.50
Fahrner Asphalt Sealers, Inc.	\$226,575.00
Poblocki Paving Corp	\$391,470.70

The allocated amount from the capital improvement budget is \$174,500. Funding will be \$120,000 from the general obligation debt and \$54,500 from the Parks Department capital improvements fund.

Staff's recommendation is to accept the bid from Asphalt Seal & Repair in the amount of \$158,029.50.

Attachments:

2020 0430 Project 20-13 Bid Tab (PDF)



**PROJECT 20-13 CRACKFILLING AND SEAL COATING
BID TAB**

1.8.b

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Asphalt Seal & Repair, Inc		Fahrner Asphalt Sealers, Inc		Poblocki Paving Corp	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Crackfilling (HI-SPEC, Crafcro, or Approved Equal)	LB	96,600	\$ 1.38	\$ 133,308.00	\$ 1.90	\$ 183,540.00	\$ 3.74	\$ 361,284.00
SC-02	Seal Coating (Gem Seal or Approved Equal)	SF	254,250	\$ 0.09	\$ 22,882.50	\$ 0.16	\$ 40,680.00	\$ 0.10	\$ 25,933.50
SC-03	Pavement Marking Paint 4-Inch White Parking Stalls	LF	7,420	\$ 0.20	\$ 1,484.00	\$ 0.25	\$ 1,855.00	\$ 0.46	\$ 3,413.20
SC-04	Pavement Marking Paint Symbols White Accessible Stall Symbol	EA	11	\$ 20.00	\$ 220.00	\$ 25.00	\$ 275.00	\$ 60.00	\$ 660.00
SC-05	Pavement Marking Paint Symbols Arrows	EA	9	\$ 15.00	\$ 135.00	\$ 25.00	\$ 225.00	\$ 20.00	\$ 180.00
	TOTALS			\$ 158,029.50		\$ 226,575.00		\$ 391,470.70	

Attachment: 2020 0430 Project 20-13 Bid Tab (9545 : Rec from BOPW to approve award of Contract 20-13 Crackfilling and Seal Coating)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works approve
awarding Contract 20-16 City Hall Generator to Northern Electric,
Inc. in the amount of \$127,485.00

The Board of Public Works at the May 11, 2020 meeting approved awarding Contract 20-16 City Hall Generator to Northern Electric, Inc. in the amount of \$127,485.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2020 0511 CI_BOPW_Award_20-16 (PDF)
- 2020 0430 Project 20-16 Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: May 11, 2020

RE: **Consideration and possible action on award of Contract 20-16 City Hall Generator***

The Maintenance Department received bids for Project 20-16 City Hall Generator on April 30, 2020. This project involves the purchase and installation of a portable generator large enough to power up the entire City Hall complex, should it experience a power loss event. The bids received are as follows:

Contractor	Total Bid
Northern Electric, Inc.	\$127,485.00
Elmstar Electric Corporation	\$136,287.00
Eland Electric Corporation	\$149,800.00

Funding for this project was approved in the 2019 budget of \$250,000.00 and the funds rolled over to the 2020 budget. Staff wanted to ensure the generator was the best option over solar panels and battery back-up.

Staff's recommendation is to accept the bid from Northern Electric, Inc. in the amount of \$127,485.00 and forward to the Common Council for final approval.

Attachments:

2020 0430 Project 20-16 Bid Tab (PDF)

Attachment: 2020 0511 CI_BOPW_Award_20-16 (9546 : Rec from BOPW approve award of Contract 20-16 City Hall Generator)



**PROJECT 20-16 CITY HALL GENERATOR
BID TAB**

1.9.b

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Northern Electric, Inc.		Elmstar Electric Corp		Eland Electric Corp	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER LINING									
E-01	New Service Entrance Equipment with Manual Transfer Switch and Generator Docking Station	LS	1	\$ 38,570.00	\$ 38,570.00	\$ 46,225.00	\$ 46,225.00	\$ 31,250.00	\$ 31,250.00
E-02	Provide New Back-Up Generator 175 KW	LS	1	\$ 84,225.00	\$ 84,225.00	\$ 85,340.00	\$ 85,340.00	\$ 113,500.00	\$ 113,500.00
E-03	Install New 100 Amp Panel and Rewire Loads from ELS4 Panel	LS	1	\$ 4,690.00	\$ 4,690.00	\$ 4,722.00	\$ 4,722.00	\$ 5,050.00	\$ 5,050.00
	TOTALS			\$ 127,485.00		\$ 136,287.00		\$ 149,800.00	

Attachment: 2020 0430 Project 20-16 Bid Tab (9546 : Rec from BOPW approve award of Contract 20-16 City Hall Generator)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Renewal applications for the licensing period of July 1, 2020 to June 30, 2021.

ATTACHMENTS:

- License Renewal List_5-19-20 (PDF)

May 19, 2020 License Committee Meeting

Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Liquor Licenses, "Class A" Cider Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Liquor Licenses, Reserve "Class B Liquor" Licenses and "Class C" Wine Licenses for the licensing period of July 1, 2020 to June 30, 2021.

CLASS "A" BEER

1. Wisconsin CVS Pharmacy (DBA CVS Pharmacy #2214), 800 Main Av. Submitted by Wisconsin CVS Pharmacy, Agent: Kendra Charlier, De Pere, WI.
2. De Pere Superstore LLC (DBA De Pere Superstore), 1501 Main Av. Submitted by De Pere Superstore, LLC, Agent: Matthew Olson, Green Bay, WI.
3. Wal-Mart Stores East, LP (DBA Walmart #5090 Supercenter), 1415 Lawrence Dr. Submitted by Wal-Mart Stores East LP, Agent: Frank Van Vonderen Jr, De Pere, WI.

CLASS "A" BEER & "CLASS A" LIQUOR

1. Aldi Inc (Wisconsin) (DBA Aldi #53), 1100 Main Av. Submitted by Aldi Inc (Wisconsin), Agent: Badley J. Schmidt, De Pere, WI.
2. De Pere Minimart LLC (DBA De Pere Minimart), 821 George St. Submitted by De Pere Minimart LLC, Agent: Bishnu P. Adhikari, Appleton, WI.
3. De Pere Shell Inc (DBA De Pere Shell), 841 Main Av. Submitted by De Pere Shell Inc, Agent: Daniel J. Pamperin, De Pere, WI.
4. DU Convenience (DBA DU Convenience), 1605 Fort Howard Av. Submitted by DU Convenience, Agent: Sharada Adhikari, Appleton, WI.
5. GCS Holdings of De Pere LLC (DBA Scheuring Shell), 1511 Lawrence Dr. Submitted by GCS Holdings of De Pere LLC, Agent: Daniel J. Pamperin, De Pere, WI.
6. GCS Landing LLC (DBA GCS Landing Shell), 3630 Riverside Dr. Submitted by GCS Landing LLC, Agent: Jacob P. Anderson, Green Bay, WI.
7. GCS Operations LLC (DBA Riverside Shell), 1010 South Broadway. Submitted by GCS Operations, LLC, Agent: Daniel J. Pamperin, De Pere WI.
8. Kwik Trip Inc (DBA Kwik Trip 127), 746 Main Av. Submitted by Kwik Trip Inc, Agent: Jeffrey A. Daffner, Green Bay, WI.
9. Kwik Trip Inc (DBA Kwik Trip 1060), 1620 Lawrence Dr. Submitted by Kwik Trip Inc, Agent: Daniel J. Schmidt, De Pere, WI.

10. Skogen Foodliner Inc (DBA Festival Foods), 1001 Main Av. Submitted by Skogens Foodliner Inc, Agent: Jonathon L. Wieser, De Pere, WI.
11. Walgreens Co (DBA Walgreens #15637) 105 Wisconsin St. Submitted by Walgreens Co, Agent: Toni Minor, Howard WI.
12. Wal-Mart Stores East, LP (Walmart #5090 Liquor Store) 1415 Lawrence Dr. Submitted by Wal-Mart Stores, East, LP, Agent: Frank Van Vonderen Jr, De Pere, WI

CLASS "B" BEER

1. Gyro Kabobs III LLC (Gyro Kabobs), 337 Main Av. Submitted by Gyro Kabobs III LLC, Agent: Mohammad Mirhashemi, Greenville, WI.
2. Radue Cinema's Inc (DBA De Pere Cinema), 417 George St. Submitted by Radue Cinemas Inc Agent: Vicki L. Radue, Green Bay, WI.

CLASS "B" BEER & "CLASS B" LIQUOR

1. artless Bastard LLC (DBA artless Bastard), 353 Main Av, Suite A. Submitted by artless Bastard, LLC, Agent: Alexis V. Arnold, Green Bay, WI.
2. Baba Louies LLC (DBA Baba Louis), 419 Main Av. Submitted by Baba Louis LLC, Agent: James J. Kropp, Green Bay, WI.
3. Bryan Michael Vander Bloomen (DBA Replay Sports Bar and Grill), 1731 Ft Howard Av. Submitted by Bryan Michael Vander Bloomen, De Pere WI.
4. Bullseye 708 LLC (DBA Pub 338), 338 Main Av. Submitted by Bullseye 708 LLC, Agent: Leslie M. Conard, De Pere, WI.
5. Caliente Inc (DBA Caliente Mexican Restaurant), 623 George St. Submitted by Caliente Inc, Agent: Ann M. De Cleene, De Pere, WI.
6. DKG Entertainment LLC (DBA Sidekicks Bar & Grill), 930 Main Av. Submitted by DKG Entertainment LLC, Agent: Denise A. Gajeski, De Pere, WI.
7. El Maya Mexican Restaurant, Inc. (DBA El Maya Mexican Restaurant), 1049 Main Av. Submitted by El Maya Mexican Restaurant, Agent: Fe Montalvo, Kaukauna, WI.
8. Gallagher's Pizza Inc (DBA Gallagher's Pizza), 330 Reid St. Submitted by Gallagher's Pizza Inc, Agent: Kevin L. Osadjan, Green Bay, WI.
9. George Street Bar LLC (DBA Mcgeorges Pub), 415 George St. Submitted by George Street Bar LLC, Agent: Leslie M. Conard, De Pere, WI.

10. Hoffman Investments, Inc. (DBA Old No. 7), 121 N. 10th St. Submitted by Hoffman Investments, Inc. Agent: Raymond Hoffman, De Pere, WI.
11. JPG Inc (DBA Swan Club/Island Sushi), 875 Heritage Rd. Submitted by JPG Inc, Agent: Greg J. De Cleene, De Pere, WI.
12. The Landing Bar & Grill LLC (DBA The Landing Bar & Grill), 1605 Fort Howard Av Suite C. Submitted by The Landing Bar & Grill LLC Agent: Elizabeth A. Vandeyacht Suamico, WI.
13. Stella's On Main (DBA Stella's On Main), 401 Main Av. Submitted by Stellas on Main, Agent: William J. Schleis, Green Bay, WI.
14. St. Norbert College Inc (DBA St. Norbert College), 100 Grant St. Submitted by St. Norbert College Inc, Agent: Terrie DuBois, Green Bay, WI.
15. Union Hotel Corp (DBA Union Hotel), 200 N. Broadway. Submitted by Union Hotel Corp, Agent: McKim Boyd, De Pere, WI.

CLASS "B" BEER & "CLASS C" WINE

1. Aunt Ethel's LLC (DBA Aunt Ethel's), 377 Main Av. Submitted by Aunt Ethel's LLC, Agent: Timothy J. Jelinski De Pere, WI.
2. Luna Café LLC (DBA Luna Café and Roastery), 330 Main Av. Submitted by Luna Coffee LLC, Agent: Mark Patel, De Pere, WI.

CLASS "B" BEER & RESERVE "CLASS B" LIQUOR

1. La Vie Boheme LLC (DBA La Vie Boheme), 421 George St. Submitted by La Vie Boheme, LLC, Agent: Doreen M. Martin, De Pere, WI.
2. Shannon's Haystack LLC (DBA Chatter House 2016), 614 George St. Submitted by Shannon Haystack LLC, Agent: Kevin L. Charles De Pere WI.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: A. Class "A" Fermented Malt Beverage Licenses

ATTACHMENTS:

- Class A Beer_5-19-20 Renewals (PDF)

CLASS "A" BEER

LICENSE RENEWALS

FOR THE 2020-2021 LICENSING PERIOD

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2020 ending: 06 30 2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } DEPERE
☐ Village of }
☒ City of }

County of BROWN Aldermanic Dist. No. _____
(if required by ordinance)

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
WISCONSIN CVS PHARMACY, L.L.C.	ONE CVS DRIVE M/C 1160 WOONSOCKET, RI 02895

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
CHARLIER	KENDRA		

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
MOFFATT	THOMAS	S.	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
DENALE	CAROL	A.	
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
LUKER	MELANIE	K.	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
CLARK	JEFFREY	E.	
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
CVS PHARMACY, INC.	MEMBER		
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

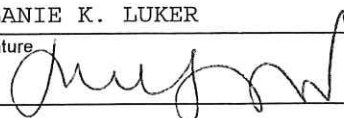
- Trade Name CVS PHARMACY #2214 Business Phone Number 920-336-6373
- Address of Premises 800 MAIN AVENUE Post Office & Zip Code 54115
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SALES FLOOR & STORAGE ROOM
- Legal description (omit if street address is given above): _____

Applicant's Wisconsin Seller's Permit Number 456102003938304	
FEIN Number 20-4281269	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$
☐ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 30
TOTAL FEE	\$

Attachment: Class A Beer 5-19-20 Renewals (9590 : A. Class "A" Fermented Malt Beverage Licenses)

5. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
6. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
7. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
8. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
9. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
10. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
11. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) MELANIE K. LUKER	Title / Member SECRETARY	Date 3/25/2020
Signature 	Phone Number 401-765-1500	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 3/31/20	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 5a and/or 5b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME N/A STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE.

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07/01/2020 ending: 4/30/21
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } De Pere
☐ Village of }
☒ City of }

County of Brown Aldermanic Dist. No. _____
(if required by ordinance)

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>Olson</u>	(First) <u>Matthew</u>	(Middle Name) <u>Richard</u>	Home Address (Street, City or Post Office, & Zip Code) <u>3472 Amber Ln Green Bay WI 54311</u>
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company <u>De Pere Superstore, LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>1501 Main Ave De Pere WI 54115</u>
---	---

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name <u>Olson</u>	(First) <u>Matthew</u>	(Middle Name) <u>Richard</u>	Home Address (Street, City or Post Office, & Zip Code)
---------------------------------	---------------------------	---------------------------------	--

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name <u>Olson</u>	(First) <u>Matthew</u>	(Middle Name) <u>Richard</u>	Home Address (Street, City or Post Office, & Zip Code) <u>211</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name De Pere Superstore Business Phone Number 920-983-9235
- Address of Premises 1501 Main Ave Post Office & Zip Code De Pere WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Gas Station / Convenience Store Self Serve lockable cooler

Applicant's Wisconsin Seller's Permit Number <u>456-0002240435-02</u>	
FEIN Number <u>11-3730402</u>	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ <u>625.00</u>
☐ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$ <u>1055.00</u>

Attachment: Class A Beer 5-19-20 Renewals (9590 : A. Class "A" Fermented Malt Beverage Licenses)

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) <i>Matthew R. Olson</i>	Title / Member <i>Member</i>	Date <i>5/18/20</i>
Signature <i>Matthew R. Olson</i>	Phone Number <i>920-371-0678</i>	Email Address <i>matth Olson Property manager</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5/20/20</i>	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) AND AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2020 ending: 06/30/2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } DE PERE

County of BROWN Aldermanic Dist. No. _____
(if required by ordinance)

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Wal-Mart Stores East, LP	702 SW 8TH ST, LICENSING DEPT. 8916, BENTONVILLE, AR 72716-0500

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
VAN VONDEREN JR.	FRANK		

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
SEE ATTACHED LIST			
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name WALMART #5090 (SUPERCENTER) Business Phone Number 920-722-0782
- Address of Premises 1415 LAWRENCE DRIVE Post Office & Zip Code DE PERE, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

1 room, 1 story building approx. 186,215 SQ. FT. INCLUDING STALLS IN PARKING LOT
WITHIN 150 FT OF STORE ENTRANCE THAT ARE SPECIFICALLY DESIGNATED FOR ONLINE GROCERY
PICKUP.

Applicant's Wisconsin Seller's Permit Number 456-1020028180-05	
FEIN Number 71-0862119	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$
☐ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses presently pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☒ Yes ☐ No
CHANGE OF CORPORATE OFFICERS

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
 [phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
 (Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Daniel J. Rice	Title / Member Assistant Secretary	Date 4-10-2020
Signature 	Phone Number (479) 544-7713	Email Address dan.rice@walmart.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/30/20	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) AND AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry; the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	May 19, 2020
DEPARTMENT:	City Clerk
FROM:	Ann Ledvina
SUBJECT:	B. Class "A" Fermented Malt Beverage & "Class "A" Intoxicating Liquor Licenses



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: C. Class "B" Fermented Malt Beverage Licenses

ATTACHMENTS:

- Class B Beer_5-19-20 Renewals (PDF)

CLASS "B" BEER

LICENSE RENEWALS

FOR THE 2020-2021 LICENSING PERIOD

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 7-2020 ending: 6-30-2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of De Pere

County of Brown Aldermanic Dist. No. _____
(if required by ordinance)

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
<u>Gyro Kabobs III LLC</u>	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Mirhashemi</u>	<u>Mohammad</u>		

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Mirhashemi</u>	<u>Mohammad</u>		
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Mirhashemi</u>	<u>Laura</u>		
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name Gyro Kabobs Business Phone Number 920-339-0048
- Address of Premises 337 Main Ave De Pere, WI 54115 Post Office & Zip Code 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Seating area + kitchen

Applicant's Wisconsin Seller's Permit Number <u>456-102658814603</u>	
FEIN Number <u>26-2511587</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30 pa</u>
TOTAL FEE	\$

Attachment: Class B Beer 5-19-20 Renewals (9592 : C. Class "B" Fermented Malt Beverage Licenses)

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) <i>Mohammad Mirhashemi</i>	Title / Member <i>Owner</i>	Date <i>4-29-20</i>
Signature <i>M. Mirhashemi</i>	Phone Number <i>924-427-5674</i>	Email Address <i>gyroka bobs@att.net</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>4/29/20</i>	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 7/1/2020 ending: 6/30/2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } De Pere
☐ Village of }
☒ City of }

County of Brown Aldermanic Dist. No. _____
(if required by ordinance)

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
<u>Radue Cinema's Inc</u>	<u>905 George St #191 De Pere WI 54115</u>

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Radue</u>	<u>Wicki</u>	<u>L</u>	

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Michael Radue</u>	<u>Michael</u>	<u>D</u>	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>NA</u>			
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Wicki Radue</u>	<u>Wicki</u>	<u>L</u>	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name De Pere Cinema Business Phone Number 920-371-1585

2. Address of Premises 417 George St Post Office & Zip Code De Pere 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Theater auditorium, concession area, kitchen

Applicant's Wisconsin Seller's Permit Number <u>456-1028920695-02</u>	
FEIN Number <u>81-0893692</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30 fee</u>
TOTAL FEE	\$

Attachment: Class B Beer 5-19-20 Renewals (9592 : C. Class "B" Fermented Malt Beverage Licenses)

5. Legal description (omit if street address is given on previous page): NA
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) <u>Rader, Vicki L</u>	Title / Member <u>Sec/Treas</u>	Date <u>4-7-20</u>
Signature <u>Vicki Rader</u>	Phone Number <u>920-371-1585</u>	Email Address <u>vrader1@new.m.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5/4/20</u>	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) AND AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	May 19, 2020
DEPARTMENT:	City Clerk
FROM:	Ann Ledvina
SUBJECT:	D. Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor Licenses



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: E. Class "B" Beer & "Class C" Wine Licenses

ATTACHMENTS:

- Class B Beer and Class C Wine_5-19-20 Renewals (PDF)

**CLASS "B" BEER & "CLASS C" WINE
LICENSE RENEWALS
FOR THE 2020-2021 LICENSING PERIOD**

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 7-1-2020 ending: _____
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of De Pere

County of BROWN Aldermanic Dist. No. _____
(if required by ordinance)

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
<u>Aunt Ethel's LLC</u>	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Jelinski</u>	<u>Timothy</u>	<u>James</u>	

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Jelinski</u>	<u>Timothy</u>	<u>James</u>	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Jelinski</u>	<u>Casey</u>	<u>ERIN</u>	
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Aunt Ethel's Business Phone Number 920 370 5212
2. Address of Premises 377 MAIN AVE Post Office & Zip Code De Pere WI 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

2000 sq. Ft space, Front Room + BACK ROOM, LONG CORRIDOR w/ site lines throughout, cameras throughout recording 24/7, back storage room behind bar, utility room, ice machine room, plus locked FRONT closet.

Applicant's Wisconsin Seller's Permit Number <u>456-1029998527-02</u>	
FEIN Number <u>83-1595038</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☒ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30-</u>
TOTAL FEE	\$

 R#
151

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) <i>Polaski, Timothy J</i>	Title / Member <i>member</i>	Date <i>4-14-2020</i>
Signature <i>[Signature]</i>	Phone Number <i>920 3705212</i>	Email Address <i>tim2avante@tels.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>4-14-20</i>	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: JULY 1, 2020 ending: JUNE 30, 2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of DE PERE

County of BROWN Aldermanic Dist. No. _____
(if required by ordinance)

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company <u>LUNA CAFE LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises)
---	--

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name <u>PATEL</u>	(First) <u>MARK</u>	(Middle Name) —	Home Address (Street, City or Post Office, & Zip Code)
---------------------------------	------------------------	--------------------	--

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name <u>PATEL</u>	(First) <u>MARK</u>	(Middle Name) —	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>PATEL</u>	(First) <u>ANGELA</u>	(Middle Name) <u>JEAN</u>	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name LUNA CAFE AND ROASTERY Business Phone Number 920-336-1557

2. Address of Premises 330 MAIN AVENUE Post Office & Zip Code DE PERE 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
CAFE AND OUTDOOR SEATING. BASEMENT STORAGE

Applicant's Wisconsin Seller's Permit Number <u>456-0000000486-02</u>	
FEIN Number <u>39-1979364</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☒ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

Attachment: Class B Beer and Class C Wine 5-19-20 Renewals (9594 : E: Class "B" Beer & "Class C" Wine Licenses)

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) PATEL, MARK	Title / Member PRESIDENT	Date 4/27/2020
Signature M. Patel	Phone Number 920-336-1557	Email Address coffee@lvmcoffee.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/30/20	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: F. Class "B" Fermented Malt Beverage & Reserve "Class B"
Intoxicating Liquor Licenses

ATTACHMENTS:

- Class B Beer and Reserve Class B Liquor_5-19-20 Renewals (PDF)

**CLASS "B" BEER & RESERVE "CLASS B"
LIQUOR**

LICENSE RENEWALS

FOR THE 2020-2021 LICENSING PERIOD

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 7-1-20 ending: 6-30-21
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☐ City of _____

County of _____ Aldermanic Dist. No. _____
(if required by ordinance)

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
LA VIE BOHEME LLC	421 GEORGE ST. 101 DEPERE

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
MARTIN	DOREEN	MARIE	---

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
DEE MARTIN	DEL	DANIEL	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
MARTIN	DOREEN	MARIE	
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name LA VIE BOHEME Business Phone Number 920 403 1770
- Address of Premises 421 GEORGE ST 101 Post Office & Zip Code DEPERE 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1450 sq ft, Bar, seating, supply rm, - indoor, outdoor seating under overhang.

Applicant's Wisconsin Seller's Permit Number <u>4561027271202-03</u>	
FEIN Number <u>27-3285574</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☒ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30</u>
TOTAL FEE	\$ <u>1588</u>

Attachment: Class B Beer and Reserve Class B Liquor 5-19-20 Renewals (9595 : F. Class "B" Fermented Malt Beverage & Reserve "Class B"

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) MARTIN, DOREEN M.	Title / Member CO-OWNER	Date 4/26/20
Signature <i>Doreen Martin</i>	Phone Number 715 304 9723	Email Address laviebohemellcc@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/29/20	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 7/1/2020 ending: 6/30/2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of De Pere

County of Brown Aldermanic Dist. No. _____
(if required by ordinance)

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
<u>Shannins Haystack LLC</u>	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Charles</u>	<u>Kevin</u>	<u>Lee</u>	

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Charles</u>	<u>Kevin</u>	<u>Lee</u>	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

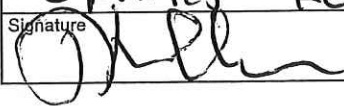
C. Business Information

- Trade Name: Chatter House 2016 Business Phone Number: (920) 351-3550
- Address of Premises: 604 George St Post Office & Zip Code: De Pere 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Basement, up stairs
Bar Area Kitchen Back and Front Dining rooms

Applicant's Wisconsin Seller's Permit Number <u>456-102749602-03</u>	
FEIN Number <u>45-1839868</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☒ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>3000</u>
TOTAL FEE	\$ <u>3000</u>

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Charles Kevin L	Title / Member Owner	Date 4/24/20
Signature 	Phone Number (608) 265-2223	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/29/20	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Ordinance #20-05 Amending § 6-3 De Pere Municipal Code Regarding Rules of Order.

ATTACHMENTS:

- Ord20-05 (DOCX)
- Mayor & CC-Public Comment Time Limitation5-19-20 (PDF)
- Amending Sec. 6-3 Time limits on public hearing testimony and public comment-redlined (DOCX)

ORDINANCE #20-05

AMENDING § 6-3 DE PERE MUNICIPAL CODE REGARDING
RULES OF ORDER

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

SECTION 1. Section 6-3, *Rules of order*, is hereby amended by inserting the following as subsection (f):

“(f) *Time limit on public hearing testimony and public comment.* If the agenda for any public meeting includes a public hearing or a period for public comment, each citizen speaker’s public hearing input or public comment shall be limited to no more than five (5) minutes. The council may agree by a 2/3 vote to waive the time limitations established by the section.”

with the current subsection (f) being re-lettered as (g) and the remaining subsections being re-lettered accordingly.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Publication Date: _____

Attachment: Ord20-05 (9506 : Ordinance #20-05 Amending § 6-3 DPMC Regarding Rules of Order.)

CITY OF DE PERE MEMO



To: Mayor James Boyd
Common Council Members

From: Kristen Johnson, Assistant City Attorney

Date: May 19, 2020 (meeting date)

RE: Time Limitation on Public Comment

The Law Department has been asked to draft an ordinance limiting citizen comments at public meetings to five (5) minutes.

While the Wisconsin open meetings law grants citizens the right to attend and observe open session meetings of governmental bodies, there is no requirement that citizens be permitted to speak or actively participate in the meetings.¹ If the government body decides to permit public comment, the governing body is free to set restrictions on citizen participation.² Several Wisconsin municipalities have adopted ordinances placing restrictions on citizen participation at public meetings, including limiting the amount of time an individual may speak. Below are sample ordinances from other municipalities.

Attached to this memo is a sample draft ordinance amending De Pere Municipal Code Section 6-1. If the Council wishes to include additional regulations or restrictions, such as those included in the sample ordinances below, those can be added to the draft ordinance.

Madison:

2.30 – Public Hearings.

(1) In conducting a public hearing, the Common Council shall allow all interested parties an opportunity to speak on the subject matter of the hearing before submitting questions to any of the speakers.

(2) Each speaker is limited to five (5) minutes, unless the Common Council agrees by a $\frac{2}{3}$ vote to extend the time, provided, that a speaker who requires an interpreter, either because of his/her limited English proficiency or because of a disability, may speak for ten (10) minutes.

¹ Wisconsin Department of Justice Office of the Attorney General (May 2019), *Wisconsin Open Meetings Law Compliance Guide*.

² *Id.*

(3) At the beginning of the public hearing, the presiding officer shall request all subsequent speakers to remain in the Council Chambers until the conclusion of the public hearing so that they may be available for questioning by the Council members.

City of South Milwaukee:

2.15 Rule 15. Citizens Addressing the Council.

A. A citizen may address the Council under the conditions described in either or both Rule 5(4) and Rule 5(7), provided the following additional conditions are met:

- (1) The citizen gives his/her name and address;
- (2) The comments are directed to the Common Council;
- (3) The citizen's comments relate to the matter under consideration.

B. Time limited. Speakers shall be limited to three minute addresses unless the Council consents, by a majority voted of the members present, to extend the time. At public hearings and informational meetings, the presiding officer may limit the speaking time of any person when he/she judges it necessary to insure that all in attendance who wish to speak will have a reasonable opportunity to do so or otherwise as he/she determines to be appropriate to insure that the hearing is completed in a reasonable time.

C. Other restrictions. If the presiding officer decides that the comments are not relevant or are abusive, the presiding officer may:

- (1) Terminate the citizen's time and order the citizen to refrain from speaking.
- (2) Order the citizen to leave the Council chambers; or
- (3) Take such other steps as may be necessary to ensure the efficient conduct of the Council's business.

If you have any questions, please do not hesitate to contact me directly.

KKJ

J:\Law\Memos\2020\Mayor-CC-Public Comment Time Limitation5-19-20.docx

Sec. 6-3. - Rules of order.

- (a) *Order of business.* The presiding officer shall call a council meeting to order at the appointed time, and the following order of business shall be observed:
 - (1) Reading minutes of previous meeting and amendments, or correction of the same.
 - (2) Committee recommendation.
 - (3) Reports of special committees and action thereon.
 - (4) Presentation and consideration of resolutions or ordinances.
 - (5) Presentation of petitions, memorials, etc., and their consideration.
 - (6) Unfinished, new and miscellaneous business.
- (b) *Introduction of business.* All resolutions shall be in writing and submitted at least 24 hours before the meeting unless such requirement is suspended by a three-fourths vote of the council and, when seconded and stated from the chair, shall be open for consideration. Every member present when the vote is taken shall vote thereon, unless excused, or unless he or she is interested in the question.
- (c) *Presiding officer to preserve order.* The presiding officer shall preserve order and decorum and decide on questions of order subject to an appeal.
- (d) *Motion to adjourn.* A motion to adjourn shall always be in order and shall have precedence over all others and be decided without debate.
- (e) *Debate.* Every member, previous to speaking, shall rise and address the chair. No member shall speak more than 15 minutes at a time on any question, and only speak twice, unless to explain or by permission of the council.
- (f) *Time limit on public hearing testimony and public comment.* If the agenda for any public meeting includes a public hearing or a period for public comment, each citizen speaker's public hearing input or public comment shall be limited to no more than five (5) minutes. The council may agree by a 2/3 vote to waive the time limitations established by the section.
- (gf) *Addressing council.* No person not a member shall address the council except by permission. The director of public works and the city attorney shall have the right and obligation to address the council at any time when any subject is being discussed under their jurisdiction so that the council shall be properly advised on the same. Any councilmember or the mayor shall have the right to question any public official of the city who is present at a council meeting without suspension of the rules.
- (hg) *Second reading and vote.* All ordinances except those ordinances requiring a two-thirds or three-fourths majority vote, which are not adopted by unanimous vote of those councilmembers present at a quorum meeting, shall be held over for a second reading at the next regular council meeting or at a specially held council meeting, and shall not be adopted until such ordinances have received, at least, a majority vote at such second reading.
- (ih) *Motion to reconsider.* A motion to reconsider any vote may lie over to the next meeting, unless a motion to lay it on the table is made and carried.
- (j) *Vote at special meetings.* No vote of the council shall be reconsidered or rescinded at a special meeting, unless at such special meeting there be present as large a number of councilmembers as were present when such vote was taken.
- (kj) *Mayor not to vote.* The mayor shall not have the power to vote on questions presented to the council except, when a vote by the council results in a tie, the mayor may cast a deciding vote on the

question immediately, except on those questions where two-thirds or three-fourths majority vote of the council is required.

- (lk) *Robert's Rules of Order, Newly Revised.* The rules of parliamentary practice comprised in "Robert's Rules of Order, Newly Revised," shall govern the council in all cases in which they are applicable and in which they are not inconsistent with state laws and rules contained in this chapter.
- (ml) *Amendment of rules.* These rules may be amended or altered, or new rules adopted by a majority of all the members elected at any meeting of the council on the report of a committee to which the subject has been referred at a previous meeting.
- (nm) *Suspension of rules.* A vote of a majority of the members of the council present will suspend its procedural rules and grant citizens the right and permission to address the council.

Sec. 6-3. - Rules of order.

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 - (5) Presentation of petitions, memorials, etc., and their consideration.
 - (6) Unfinished, new and miscellaneous business.
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- (c) *Presiding officer to preserve order.* The presiding officer shall preserve order and decorum and decide on questions of order subject to an appeal.
- (d) *Motion to adjourn.* A motion to adjourn shall always be in order and shall have precedence over all others and be decided without debate.
- (e) *Debate.* Every member, previous to speaking, shall rise and address the chair. No member shall speak more than 15 minutes at a time on any question, and only speak twice, unless to explain or by permission of the council.
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- (g) *Addressing council.* No person not a member shall address the council except by permission. The director of public works and the city attorney shall have the right and obligation to address the council at any time when any subject is being discussed under their jurisdiction so that the council shall be properly advised on the same. Any councilmember or the mayor shall have the right to question any public official of the city who is present at a council meeting without suspension of the rules.
- (h) *Second reading and vote.* All ordinances except those ordinances requiring a two-thirds or three-fourths majority vote, which are not adopted by unanimous vote of those councilmembers present at a quorum meeting, shall be held over for a second reading at the next regular council meeting or at a specially held council meeting, and shall not be adopted until such ordinances have received, at least, a majority vote at such second reading.
- (i) *Motion to reconsider.* A motion to reconsider any vote may lie over to the next meeting, unless a motion to lay it on the table is made and carried.
- (j) *Vote at special meetings.* No vote of the council shall be reconsidered or rescinded at a special meeting, unless at such special meeting there be present as large a number of councilmembers as were present when such vote was taken.
- (k) *Mayor not to vote.* The mayor shall not have the power to vote on questions presented to the council except, when a vote by the council results in a tie, the mayor may cast a deciding vote on the question immediately, except on those questions where two-thirds or three-fourths majority vote of the council is required.

- (~~lk~~) *Robert's Rules of Order, Newly Revised*. The rules of parliamentary practice comprised in "Robert's Rules of Order, Newly Revised," shall govern the council in all cases in which they are applicable and in which they are not inconsistent with state laws and rules contained in this chapter.
- (~~m~~) *Amendment of rules*. These rules may be amended or altered, or new rules adopted by a majority of all the members elected at any meeting of the council on the report of a committee to which the subject has been referred at a previous meeting.
- (~~n~~) *Suspension of rules*. A vote of a majority of the members of the council present will suspend its procedural rules and grant citizens the right and permission to address the council.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #20-41 Authorizing Donation to De Pere Area Chamber of Commerce for COVID-19 De Pere Business Relief Grant Fund.

ATTACHMENTS:

- Reso20-41 (DOCX)
- Attachment 1-DPACC COVID-19 Business Relief Grant Fund Proposal Updated (PDF)
- Attachment 2 - De Pere Chamber and Definitely De Pere Donation Request Summary - 05152020 (DOCX)
- Attachment 3- Revolving Loan Fund Summary Memo - 05152020 (DOCX)

RESOLUTION #20-41
AUTHORIZING DONATION TO DE PERE AREA CHAMBER OF COMMERCE, INC. FOR
DE PERE COVID-19 BUSINESS RELIEF GRANT FUND

WHEREAS, on March 12, 2020, Governor Evers declared a Health Emergency exists in the State of Wisconsin and on March 17, 2020, the Common Council adopted Resolution #20-34 Declaring a State of Emergency in the City of De Pere in response to the COVID-19 pandemic; and

WHEREAS, the emergency powers granted to the Common Council under Wis. Stats. §323.14 include the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection and welfare of persons and property within the City in the emergency; and

WHEREAS, in order to protect the health and well-being of the residents, business owners, property owners, visitors and frequenters in the City of De Pere, the City must avail itself of all resources needed to respond to this emergency; and

WHEREAS, the De Pere Area Chamber of Commerce (“De Pere Chamber”) serves approximately 147 business located within the corporate limits of the City; and

WHEREAS, surveys of De Pere Chamber members over the past three years show that 80% of De Pere Chamber members are small businesses with 25 or less employees; and

WHEREAS, De Pere Area Chamber members provide services in the following areas, all of which have all been particularly affected by the Safer at Home provisions of Emergency

Resolution #20-41
Page 2 of 3

Order #28:

- 43% personal and professional services;
- 28% restaurant/retail;
- 29% manufacturing, warehousing, distribution, contracting and healthcare; and

WHEREAS, a recent survey shows a trend leaning toward business start-ups, with 36% of those being in business less than five (5) years; and

WHEREAS, these wide-ranging businesses outside of the Downtown District have been instrumental in creating a thriving business community to support the City's tax base; however they may now be in jeopardy of closing or down-sizing due to the impact of the COVID-19 pandemic; and

WHEREAS, the De Pere Chamber has launched a private fundraising effort to create a Business Relief Grant Fund for its member businesses which will operate under the guidelines set forth in Attachment 1, incorporated herein by reference; and

WHEREAS, the De Pere Chamber has requested that the City donate funds in the amount of \$50,000, for De Pere Business provided that no one business owner they may receive a grant of more than \$2,500 between the both the Definitely De Pere and De Pere Chamber programs; and

WHEREAS, the Common Council believes it is necessary and expedient for the health, safety, protection and welfare of the persons and property within the City that the requested funds be donated to De Pere Chamber, and further specifically finds that the public interest in maintaining a strong, vibrant and diverse business presence in the City will be

Resolution #20-41

Page 3 of 3

furthered and benefit by and through such donation.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby authorizes and directs a grant of \$50,000 for the Business Relief Grant Fund be donated to the De Pere Area Chamber of Commerce, Inc. for the purposes and in accordance with the procedures described in Attachment 1.

BE IT FURTHER RESOLVED THAT:

As authorized by Resolution #19-85, the funds for this donation shall be drawn from the designated Revolving Loan Fund established upon the closure of the Community Block Grant Funded Revolving Loan Fund Program.

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 May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: no committee review

Attachment: Reso20-41 (9533 : Resolution #20-41 Authorizing Donation to De Pere Chamber for COVID-19 Relief Grant Fund.)



**De Pere Area Chamber of Commerce
COVID-19 Business Relief Grant Fund Proposal**

Based off of data and information collected via surveys, one-on-one conversations with our members, and news reports it is apparent that our local businesses are suffering due to this unforeseen pandemic. Because of this, the De Pere Area Chamber of Commerce has established the De Pere Area Chamber of Commerce COVID-19 Business Relief Grant Fund.

Objective: Establish a partnership with the City of De Pere to provide small business relief grants to businesses within De Pere city limits that are facing unprecedented economic hardships due to the COVID-19 pandemic.

Why: The program provides an opportunity for the City of De Pere, De Pere Area Chamber of Commerce, and businesses with a healthy financial status (donors) to help get our local economy back on its feet and to help the small businesses that are the backbone of our community.

What: The De Pere Area Chamber is requesting the City of De Pere assists in this program with a \$50,000 contribution. The Chamber will continue fundraising efforts to establish a significant sum of money that will be distributed to the local business community. The De Pere Area Chamber will administer the grant fund which is designed to keep small businesses from closing permanently. Grant assistance is intended to provide emergency relief, compliment other local, state and federal programs, and offset the immediate emergency status of business closures while business owners are awaiting larger lending approvals and disbursements.

Need: The De Pere Area Chamber has reviewed data from our Business Walk surveys that have been conducted the last three years (2017-2019) within the city limits. In 2019, we surveyed a total of 147 businesses.

The findings noted below show the profound impact on the businesses as well as the general makeup of the businesses, which will assist us in setting guidelines for eligibility:

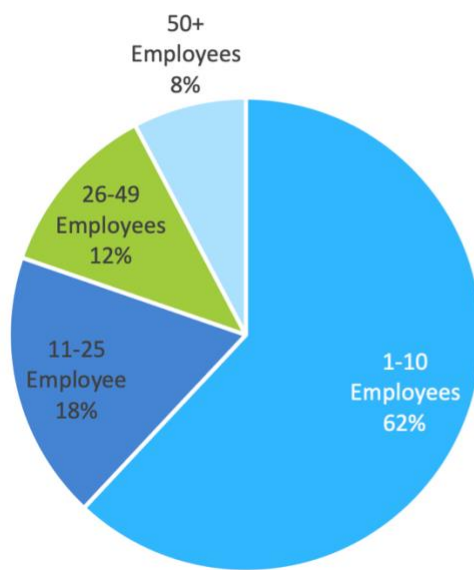
- A majority (80 percent) of interviewees were small businesses with 25 or fewer employees. Overall, this is roughly the same distribution as we found over the last three years (2017-2019) and is comparable to the overall business makeup of the City.
- Service businesses (personal and professional) represented 43 percent of businesses interviewed, retail and restaurant accounted for another 28 percent, and the remaining businesses were engaged in manufacturing, warehousing, distribution, contracting and healthcare. The businesses industries highlighted above are disproportionately affected



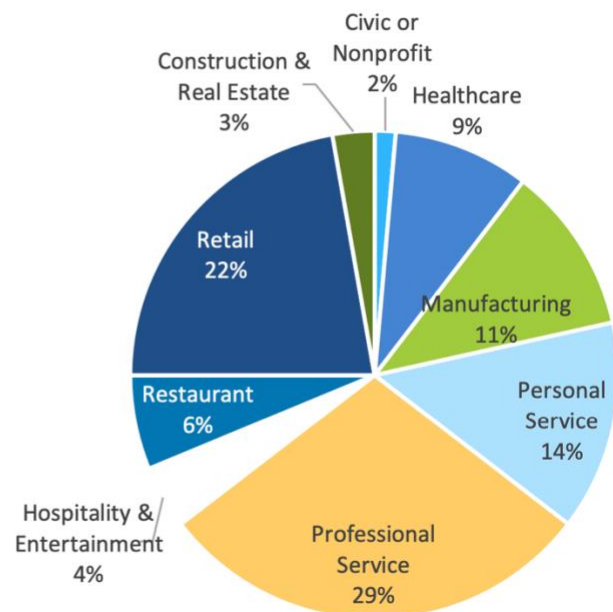
by the current pandemic due to Wisconsin's Safer at Home Order that limits their ability to generate income.

- Our most recent survey (September 2019) showed businesses skewed more to startups and more recently established companies, with 36 percent in business for five years or less. We fear that if these De Pere businesses don't receive additional assistance, we will lose many of them to closure and/or bankruptcy in the long run.

Business Size by # of Employees



Respondents by Industry



General Grant Terms and Conditions

Businesses within the City of De Pere that meet the following criteria are eligible to apply for a grant up to \$2,500. Due to the high volume of applications expected, and the limited funds available, this is a competitive grant with applications scored on the criteria within the application. Pending available dollars, it is anticipated that the fund will help businesses that demonstrate financial stress or disrupted operations, which may include but are not limited to:

- Inability to make rent and mortgage loan payments due to reduced sales, and suspended operations.
- Notice of disrupted supply network leading to shortage of critical inventory or materials.
- Other circumstances subject to review on a case by case basis.



Eligible Applicants

- Business must be located within the City of De Pere.
 - Businesses within the Main Street District are eligible however, are only eligible for a grant up to \$2,500 which includes any funds they may have received through Definitely De Pere's COVID-19 Business Relief Grant Fund. Businesses may not exceed a grant of \$2,500 between two programs.
- Business must be deemed nonessential by the Safer at Home order.
- Business must be able to demonstrate the negative hardship that COVID-19 put onto their business.
- Applicant must own a local business.
- Must be an established business prior to March 9, 2020.
- For De Pere businesses with fewer than 25 FTE employees.
- Business is expected to seek longer term funding through their bank, SBA, the City of De Pere or another source.

Eligible Use of Funds

- Working capital to support payroll expenses, rent, mortgage payments, and utility expenses.
- Other similar expenses that occur in the ordinary course of operations.

Ineligible Use of Funds

- Reimburse expenses incurred prior to the COVID-19 crisis.
- Pay off non-business or personal debt.
- Construction and/or physical property improvements.

Application Process and Timeline

Donations received through May 28, 2020 will be granted and distributed by June 1, 2020. Information on how to apply for assistance through the fund will be publicly available by May 20, 2020.

1. Applications are to be submitted to the De Pere Area Chamber of Commerce.
2. Completed applications and financials are reviewed by the De Pere Area Chamber Executive Committee.
3. Application deadline is May 28, 2020.

CITY OF DE PERE MEMO



To: Mayor James Boyd
De Pere Common Council

From: Daniel Lindstrom, Development Services Director

Date: May 19, 2020

RE: **De Pere Area Chamber of Commerce**

This short memorandum serves as an introduction and response to the questions asked by the City of De Pere Common Council regarding the request from the De Pere Area Chamber of Commerce for donation to the COVID-19 Business Relief Grant Fund. The Common Council requested both the De Pere Area Chamber of Commerce and Definitely De Pere work together to create similar programs to help small businesses within the City of De Pere. In short, the organizations have two different missions, two different charges, and two different client bases; therefore, the two grant programs cannot simply be combined. However, the representatives and boards for each organization spent the past two weeks working together to find other elements and efforts of the programs that they feel they can collaborate on to meet the needs of the De Pere businesses. Some of these actions include the following:

- They shared their fundraising target lists to ensure they are not requesting donations from the same businesses during this difficult time. This also includes weekly check-ins to review new fundraising targets and awards.
- The request to modify the De Pere Area Chamber draft program to include businesses within the Main Street District that might not meet the Definitely De Pere grant criteria or receive a grant award, but are still a De Pere small business, provided that no business may receive more than \$2,500 between the two programs.
- They will continue to work together to continually review grant applicants and recipients and limit the total possible combined grant award between the two programs.
- They will also share grant applicants with City staff to help maintain and grow the list of De Pere small businesses.

After speaking with businesses over the past few weeks, concerns remain that it will take much longer to return to a normal business atmosphere. Furthermore, while the Safer-at-Home Order was overturned by the Wisconsin Supreme Court this week, many businesses will not experience a stable income for many months as they implement recommended social distancing, limiting customers, and potentially reducing hours to provide proper sanitization practices.

Both organizations continue to find it very difficult to fundraise and only three corporate donors have participated between the two organizations. The majority of the fundraising efforts to-date has all been private donations, t-shirt sales, or a donation from the organizations. Therefore, the organizations worked together to propose a program that would enable Definitely De Pere to move forward with the grant awards and keep the organizations with similar programs.

Both organizations target a total grant pool of \$50,000 each, where the Definitely De Pere award includes \$25,000 fundraising to-date and a \$25,000 matching grant approved by the City of De Pere in April. The De Pere Area Chamber of Commerce requests a grant of \$50,000, provided they can include businesses within the Main Street District that do not receive the full amount of funding from Definitely De Pere. Businesses may not receive more than the \$2,500 between the two programs. At this time, Definitely De Pere will not come back for an additional grant request and both organizations will continue to reach out to other area businesses not as impacted by the pandemic for additional funding.

CITY OF DE PERE MEMO



To: Mayor James Boyd
De Pere Common Council

From: Daniel Lindstrom, Development Services Director

Date: May 19, 2020

RE: **Existing Revolving Loan Fund –Program Summary and Planning**

In 1986, the Wisconsin Development Fund awarded De Pere \$595,000 to administer as part of the CDBG-ED Revolving Loan Fund program. Since then the City issued loans to new and expanding businesses located in the City of De Pere. The loan program focused on job creation for low and moderate-income individuals. Over the past several years, the loan program required spring and fall reporting to confirm that the local loan program complied with federal requirements. In the spring of 2018, the Wisconsin DOA informed RLF governmental entities that spring reporting would be postponed due to a HUD monitoring scheduled for the week of May 14, 2018. The findings from that monitoring session resulted in a proposed Substantial Amendment that proposed CDBG-CLOSE.

CLOSE is designed to provide the necessary regulatory and financial flexibility for communities to address local needs. The Department, through the implementation of the CDBG-CLOSE program, has determined that the best course of action is to liquidate the remaining funding and to ultimately close all Revolving Loan Funds (RLF). UGLG's that currently administer an Economic Development Revolving Loan Fund are required to participate in the CDBG-CLOSE program. (WI Substantial Amendment #3 – Revolving Loan Fund)

The Substantial Amendment underwent a public comment period, revisions, and review for several months. HUD approved the final version, WI Substantial Amendment #3, on December 6, 2018, with a start date of February 1, 2019. Under the CDBG-CLOSE program, all locally held, and funded by a CDBG award made on January 1, 1992, or later, Economic Development Revolving Loan Funds will be held for UGLG's. These UGLG's will have non- competitive access to the funds to use as grants for eligible activities. The City administered the program in a fiscally responsible manner and did not receive any federal program funds after January 1, 1992. Because of that, the DOA approved our request to retain the funds for local use rather than to participate in the CDBG-CLOSE program. The City received a letter in February of 2019 confirming the self-certification form and noting that De Pere is not subject to the CDBG-CLOSE program. This means that the revolving loan fund balance is available for the City to use as directed by the Council. Through research and interdepartmental meetings in 2019, staff brainstormed program ideas for use of the funds that would still maintain a business-focused economic development objective. Finance/Personnel Committee heard the following potential programs in July of 2019.

City Revolving Loan Fund Program

The Revolving Loan Fund was one of three economic development tools offered by the City (with TID and Façade Grants). Since inception, the program has successfully supported new

business development and existing business expansion for a wide range of companies throughout the City. The City could partner with a local financial institution to provide a local Revolving Loan Fund that is not governed by state regulations. While the CDBG-RLF Program relied on job opportunities for low-to-moderate income individuals, a local program could focus on other targeted criteria as established by the Council. Examples include a specific business type or employment type/quantity.

Façade or Building Investment Grant (non-TID)

Property owners in TID No. 7 and TID No. 9 can access the Façade Grant Program when making building improvements. However, not all downtown properties are located within a TID (especially on the east side) and building investment may be desired in other commercial areas of the City. If this is the case, some funds could be allocated to a program designed to encourage specific types of façade or business investment. This program would terminate upon the expenditure of the funds.

Acquisition Fund

Throughout the City, but the downtown in particular, several privately-owned vacant parcels have development or redevelopment potential. A portion of the CDBG-RLF funds could be set aside to be used for strategic property acquisition.

These programs were not finalized in 2019; thus enabling the City to rapidly respond to the COVID-19 pandemic with \$500,000 in available small business financing. The City of De Pere provides zero-interest loans, up to \$10,000, for eligible small businesses that experienced significant financial hardship as a result of the COVID-19 pandemic. The program includes up to 48 months of zero-interest loans, including 12 months of deferred payments. The City also deferred existing Revolving Loan Fund (RLF) payments for up to 120 days upon request from any businesses with outstanding loans provided the company can demonstrate an income loss as a result of the Emergency Order #12, or the COVID-19 outbreak. Principal and interest payments will be deferred while the outstanding balance will continue to incur interest. As of May 15, 2020, the City approved and awarded 46 of the total 50 applications. The businesses approved employed approximately 500 individuals. The City awarded nine, \$10,000 loans and 37, \$5,000 loans to small businesses totaling \$280,000 of the available funding. The staff has not received additional loan requests since May 4, 2020.

Therefore as of May 15, 2020, the RLF fund has a cash balance of \$1,123,741.46 and \$284,597.61 in outstanding loans (Total account balance = \$1,408,339.06). The outstanding loans are all in good standing and held by the following:

Amerilux International	\$144,867.11
HZ Properties	\$65,944.30
Black Honey Hashery, LLC	\$37,988.78
Battle House GB, LLC	\$35,797.42

Including the \$500,000 in Pandemic Response Small Business Loans, the fund has a working and restricted cash balance of 623,741.46.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #20-47 Ratifying Mayoral Proclamations Issued from May 1, 2020 Through May 15, 2020.

ATTACHMENTS:

- Reso20-47 (DOCX)
- 10th mayoral proclamation (PDF)
- 11th mayoral proclamation (PDF)

RESOLUTION #20-47
RATIFYING MAYORAL PROCLAMATIONS ISSUED
FROM MAY 1, 2020 THROUGH MAY 15, 2020

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

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

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

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

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

WHEREAS, on April 8, 2020, the Common Council of the City of De Pere ratified the eight (8) Mayoral Proclamations issued between March 18, 2020 and April 3, 2020 and on May 5, 2020 the Common Council ratified the Ninth Mayoral Proclamation; and

Resolution #20-47

Page 2 of 2

WHEREAS, between May 1, 2020 and May 15, 2020, two (2) additional Mayoral proclamations have been issued, which are subject to ratification, alteration, modification, or repeal by the Common Council under Resolution #20-34 and Wis. Stat. §323.14(4)(b) .

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Tenth Proclamation of the Mayor, dated May 8, 2020, amending Section 106-6(a) De Pere Municipal Code pertaining to Special Event Permits, a copy of which is attached and incorporated herein by reference, is hereby confirmed and ratified by the Common Council of the City of De Pere.
2. The Eleventh Proclamation of the Mayor, dated May 14, 2020, creating De Pere Municipal Code Section 74-13, a copy of which is attached and incorporated herein by reference, is hereby confirmed and ratified by the Common Council of the City of De Pere.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-47 (9553 : Resolution #20-47 Ratifying Mayoral Proclamations Issued from May 1, 2020 Through May 15, 2020.)

CITY OF DE PERE
TENTH MAYORAL PROCLAMATION
MAY 8, 2020

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

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

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

WHEREAS, the Governor and the Department of Health Services of the State of Wisconsin authorized Emergency Order #12, known as the Safer at Home Order, which went into effect on March 25, 2020, and orders all individuals in the State of Wisconsin to stay at home or at their place of residence, with certain exceptions; and

WHEREAS, the Governor and the Department of Health Services of the State of Wisconsin authorized Emergency Order #28, extending the Safer at Home Order until 8:00 a.m. on Tuesday, May 26, 2020; and

WHEREAS, the City continues to receive applications for Special Events Permits for

future events and it is possible that public health restrictions may prohibit certain events from occurring.

NOW, THEREFORE, THE MAYOR DOES HEREBY PROCLAIM THAT:

1. De Pere Municipal Code Section 106-6(a) shall be amended as attached.
2. Any ordinance, resolution, or City policy in conflict with the above proclamation shall be superseded by this proclamation.
3. The above proclamations shall remain in effect until the Declaration of Emergency is no longer in effect, or until ratified, altered, modified, or repealed by the Common Council at the next meeting.

PROCLAIMED this 8th day of May, 2020.



James G. Boyd, Mayor

(10) *Event cancellation.* The City Administrator or Fire Department Battalion Chief may cancel a special event, regardless of whether a permit has been issued or not, with or without prior notice, due to any significant change in conditions which would or may adversely affect the public health or safety of the community, or for any condition which places facilities, grounds, or other natural resources at risk of damage or destruction if the event were allowed to take place. All fees paid prior to cancellation will be refunded to the permit applicant.

CITY OF DE PERE
ELEVENTH MAYORAL PROCLAMATION
MAY 14, 2020

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

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

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

WHEREAS, the Governor and the Department of Health Services of the State of Wisconsin authorized Emergency Order #12, known as the Safer at Home Order, which went into effect on March 25, 2020, and orders all individuals in the State of Wisconsin to stay at home or at their place of residence, with certain exceptions; and

WHEREAS, the Governor and the Department of Health Services of the State of Wisconsin authorized Emergency Order #28, extending the Safer at Home Order until 8:00 a.m. on Tuesday, May 26, 2020; and

WHEREAS, on May 13, 2020, the Wisconsin Supreme Court ruled that Emergency Order

#28 is invalid and unenforceable, and

WHEREAS, on May 14, 2020, City of De Pere Health Officer Deborah E. Armbruster issued an order under the authority provided by Wis. Stat. § 252.03 to temporarily apply any and all provisions of Emergency Order #28, Emergency Order #34 and Emergency Order #36 to all individuals within the City of De Pere until May 20, 2020.

NOW, THEREFORE, THE MAYOR DOES HEREBY PROCLAIM THAT:

1. De Pere Municipal Code Section 74-13 is hereby created as attached.
2. Any ordinance, resolution, or City policy in conflict with the above proclamation shall be superseded by this proclamation.
3. The above proclamations shall remain in effect until the Declaration of Emergency is no longer in effect, or until ratified, altered, modified, or repealed by the Common Council at the next meeting.

PROCLAIMED this 14th day of May, 2020.


James G. Boyd, Mayor

Section 74-13. - Violation of Law Relating to Health.

- (a) In accordance with Wis. Stat. 252.25, no person may willfully violate or obstruct the execution of any city ordinance or order issued under Chapter 252 of the Wisconsin Statutes relating to public health.
- (b) Any person who violates this section shall be subject to a forfeiture of not more than \$500.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #20-48 Accepting Elevate Communities Grant from Capital Credit Union.

The attachment describes the grant application and purposes for the grant.

The Finance and Personnel Committee approved this grant to move forward to the Common Council at their May 12, 2020 meeting.

Please accept this grant for technical upgrades for the police department.

Contact me if you should have any questions. Thank you.

ATTACHMENTS:

- Reso20-48 (DOCX)
- Elevate Communities Application Addendum 2020 (PDF)

RESOLUTION #20-48

ACCEPTING ELEVATE COMMUNITIES GRANT FROM CAPITAL CREDIT UNION

WHEREAS, Capital Credit Union offers "Elevate Communities," a grant program used to develop and/or support community and municipal projects that encounter financial constraints; and

WHEREAS, the Police Department submitted an application for \$10,200 in funding to upgrade the officer roll call room with new computer technology and video-conferencing equipment to improve the quality and quantity of training offered for the department; and

WHEREAS, Elevate Communities has approved the grant request; 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 approves and accepts the grant of \$10,200 from the Elevate Communities program of Capital Credit Union and thanks them for their very generous support.

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

May, 2019.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

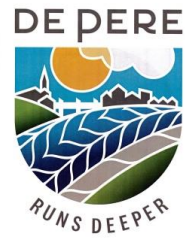
Ayes: _____

Nays: _____

Committee Approval: 5/12/2020



CITY OF DE PERE Police Department Training Center Grant Application



To the Capital Credit Union Elevating Communities Grants Team, thank you for establishing such a wonderful program to help enhance the communities we both serve. It is a very noble undertaking, and enables grant recipients to achieve more than they could otherwise. We are grateful for your consideration of our proposal which we hope will elevate our officers and detectives in the performance of their duties by improving both the quantity and the quality of the training we are able to offer them. A well-trained police officer can provide even better service to their community. High quality policing combined with community partnerships lead to safe community environments and a high level of citizen satisfaction and that seems like a wonderful way to elevate De Pere. Thank you for this opportunity.

Proposal Summary

The De Pere Police Department is seeking grant funding for the purposes of upgrading and improving our officer roll call room which also functions as an ad hoc training center. The room has outdated furniture and technology equipment which hinders our ability to train our officers, particularly in areas of emerging technology. The world we live in is becoming ever more reliant on technology and technology is routinely playing a greater role in criminal behavior and our investigations. We need to expand our officers' capabilities to stay on pace with these emerging crime trends to better protect our community. As a small municipal government agency, our budget is limited and must be predominantly geared toward meeting our daily functional needs. Unfortunately, that ends up leaving little room for innovation and technology upgrades that aren't absolutely mandatory. Although they don't rise to the level of mandatory government spending, these upgrades are still very necessary if we want to achieve our maximum potential as a police agency and provide the best service possible.

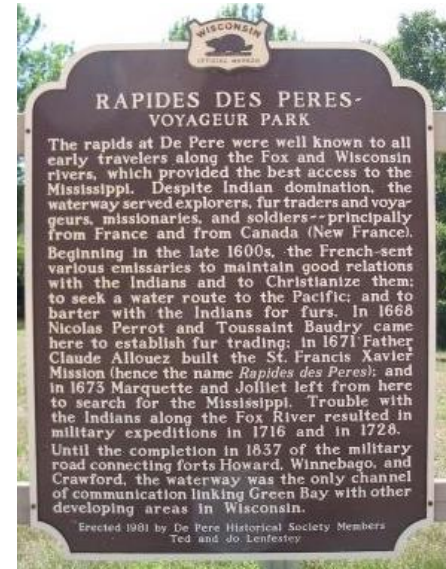
We are therefore seeking \$10,200 to assist with installing a new instructor's computer, with laptop inputs for travelling instructors, a larger video screen, webinar and videoconferencing capabilities, and conference tables with smaller training monitors to allow for easy viewing of training content.

Organization Description

The City of De Pere is a small suburban city of approximately 25,000 people located in Brown County near the City of Green Bay. De Pere gets its name from the French explorers and Jesuit

priests who founded a mission here on the Fox River near the rapids. The area was commonly known as Rapides Des Peres, which is French for the rapids of the fathers. In 1890 the communities of West De Pere and the City of De Pere on the east side of the Fox River consolidated to form what is now the City of De Pere.

The De Pere Police Department serves the citizens of De Pere along with all of the people who work and visit the city. Our agency is considered a small to mid-sized agency and we have a total of 40 sworn officers and 4 civilian office staff. Even though we are relatively small, we provide police patrol services 24/7/365 and we also have 4 school resource officers, a K-9, a Community Resource Officer, and 3 Detectives. We also have officers participating in county-wide groups for Special Weapons and Tactics (SWAT), and the County-wide Drug Task Force. The City of De Pere is very dedicated to meeting the needs of our citizens and community involvement and our police department emphasizes citizen interaction each and every day.



Project Description

The goals of this project are to enhance our training capabilities to include more technology based training, to improve the skill set and knowledge base of our officers as they respond to technology-based and other complex crimes, and to improve the sharing of information and knowledge among our officers, detectives, and civilian staff.

Our training center now has one large screen and the room layout makes it difficult for everyone to see what is on the screen. Further, the sound system in the room is an adapted set of computer speakers that do not provide adequate clarity or volume for everyone to hear clearly. The old chairs and tables in the room are fine for brief roll calls and short meetings, but are not built for training courses which may last several hours. They also do not offer electrical outlets or monitors that allow for attendees to bring their own devices, or have an up close view of the training materials on the main screen. Last, but not least, there is no easy way for guest instructors to interface their technology with our training system which makes it more difficult for us to host training here.

The extremely rapid pace of technology development makes it very difficult for us to keep our officers educated on topics like smartphone and digital evidence, and we simply cannot afford to send officers to other locations to attend these types of training. In this day and age there is usually multimedia involved in any training offered and we are not currently equipped to take advantage of that training. As such, we are hoping this grant will allow us to improve our

training facilities to the point of being able to host needed training in house to allow us to have the best trained officers we possibly can serving the city of De Pere.

Project Timeline and Budget

The goal of the project would be to have the training center upgraded by the end of July 2020. Most of the grant funding would be utilized to purchase the needed technology items. Labor would be provided by the city electricians, IT staff and police department personnel.

Qty	Total Price	Item
1	\$4500	High Resolution Video Projector and ceiling mount installation
1	\$200	Large Projector Screen
1	\$400	Media Input Switcher
1	\$1200	Instructor's Computer
1	\$300	Multimedia workstation desk / podium
10	\$3200	Conference Tables with Power and Cable Management
1	\$400	Audio Speaker System
Total	\$10,200	

Closing

We are always looking for ways to improve ourselves, our agency, and our city. If we are awarded this grant, it will greatly aid us in improving all three areas as we will be able to better prepare our team for whatever challenges the future has in store. We pride ourselves on being connected with our community and with social media and look forward to working with you on any media releases or other project information you would like to share. If you have any concerns or need any additional information, please do not hesitate to contact me via any of the below means. Thank you for your time and consideration.

Sincerely,



Captain Jeremy Muraski
De Pere Police Department
325 S. Broadway Street
De Pere, WI 54115
(920) 339-4084 ext. 1206
jmuraski@deperewi.gov
@DePerePD



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Resolution #20-49 Approving Memorandum of Understanding with the De Pere Professional Firefighter's Association IAFF Local 141 Regarding Light Duty Schedule.

Unanimously approved.

ATTACHMENTS:

- Reso20-49 (DOCX)
- LIGHT DUTY MOU (PDF)
- Fire Light Duty final draft 5-12-20 FP (PDF)

RESOLUTION #20-49

APPROVING MEMORANDUM OF UNDERSTANDING WITH THE
DE PERE PROFESSIONAL FIREFIGHTER'S ASSOCIATION IAFF LOCAL 141
REGARDING LIGHT DUTY SCHEDULE

WHEREAS, the City of De Pere and the De Pere Professional Firefighter's Association IAFF Local 141 ("Union") are parties to a Collective Bargaining Agreement ("CBA") covering the years 2018 through 2020; and

WHEREAS, the parties are interested in entering into the attached Memorandum of Understanding ("MOU") regarding changes to the light duty schedule in the CBA; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Fire Chief, Human Resources Director and City Attorney are authorized and directed to execute the attached Memorandum of Understanding Between the City of De Pere and the De Pere Professional Firefighter's Association IAFF Local 141 Regarding Light Duty Schedule.

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 May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/12/2020

Attachment: Reso20-49 (9561 : Reso #20-49 Approving MOU with IAFF Local 141 Regarding Light Duty.)

Memo



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

From: Alan Matzke, Fire Chief *AM*

Date: April 28, 2020

Re: Consider Memorandum of Understanding between the City of De Pere and IAFF Local 141 Regarding Alternative Temporary Light Duty Return to Work Schedule

The Fire Department is requesting your approval of this Memorandum of Understanding between the City of De Pere and the De Pere Professional Firefighter's Association IAFF Local 141 regarding the Light Duty Schedule.

The Collective Bargaining Agreement between the City and the Association is in effect thru 2020 and it contains language regarding Light Duty that dates back many years. City staff has been working with the Association to develop a policy to improve implementation and administration of Light Duty.

Attached is an MOU describing the process and if implemented this will give both parties a chance to trial this policy in advance of negotiating a successor agreement.

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF DE PERE AND
THE DE PERE PROFESSIONAL FIREFIGHTER'S ASSOCIATION
IAFF LOCAL 141
REGARDING LIGHT DUTY SCHEDULE**

WHEREAS, the City of De Pere ("City") and the De Pere Professional Fire Fighter's Association, IAFF Local 141 ("Union") are Parties to a Collective Bargaining Agreement (CBA) covering the years 2018 through and including 2020;

WHEREAS, the tentative agreement includes the matters included in this Memorandum of Agreement (MOA) covering changes to the light-duty schedule in the CBA; and

WHEREAS, the Parties have agreed that the provisions of this MOA shall supersede the Alternative Temporary Light Duty Return To Work Schedule provisions of Article 8 of the CBA for a one-year trial period, commencing July 1, 2020 unless the Parties agree otherwise in writing; and

WHEREAS, based upon the foregoing, the Parties agree as follows:

Light duty assignments may be granted by the Fire Chief upon proper submission of medical documentation of the employee's injury or illness by a licensed medical provider. The medical documentation shall include the nature of employee's injury or illness and the work the employee is capable of performing. Light duty assignments shall be made at the discretion of the Chief and upon the work available and the capabilities of the employee. Light duty is strictly temporary and normally will not exceed two months/60 calendar days in duration. In implementing this paragraph, the Chief or designee will use the following guidelines:

- 1) Local 141 members on medical leave due to non-work related injury or illness who are not fit for full duty, but have been cleared by a medical professional to come back to work on light duty, would have the option of one of the following:
 - i) Employee goes on FMLA (if eligible) until ready to return to full duty; or
 - ii) Employee stays on regular 24-hour shift cycle, work 8 hours (1/2 hour unpaid lunch) on scheduled shift days (Monday - Friday) between 0700 and 1900, and use eligible paid leave for the remaining 16 hours; 24 hours of paid leave would be used on Saturdays and Sundays; or

- iii) Employee works Monday – Friday, 8 hours (Monday - Friday) between 0700 and 1900 and any available paid leave would be used to equal 56 hours per week. Start times and work days may vary if mutually agreeable. This is limited light duty durations expected to last 2 weeks or more. Employee will typically start the light duty schedule on a Monday.
 - a) If the employee requests time off of work they shall use paid leave.
 - b) Light duty assignments under ii) and iii) above shall require written approval by the Fire Chief and the employee.
 - c) If an employee chooses ii) or iii), that employee may not choose to switch to another option without medical documentation of a change in condition and without the Chief's or Assistant Chief's approval
- 2) Local 141 members on workers' compensation who are not fit for full duty, but have been cleared by a medical professional to come back to work on light duty will work:
- a) Their 24-hour shift rotation; and
 - b) A modified version of his/her 24-hour shift schedule according to medical professional recommendations without using sick time

Individuals with on-duty injuries or illnesses may be given preference for light duty assignments. Employees assigned to light duty will not be counted toward the normal daily staffing levels.

Except as provided above, all benefits provided for by the Labor Agreement shall not be reduced due to a light duty assignment.

Employees who elect and anticipate working option 1 iii), for two weeks or longer, shall have their total hours of available vacation converted utilizing the formula outlined in Article 20 of the CBA. Upon return to full duty, the vacation hours will be converted back using the same formula. If an employee is on light duty during a Holiday the employee may use 8 hours of Holiday compensatory time to take the Holiday off. Upon completion of light duty and once vacation is converted back to 24 hour blocks, the remaining hour balance that is less than 24 hours is to be forfeited. The conversion factor was created by dividing the 40-hour work week by the Fire Department 56-hour workweek.

Light duty assignments shall be within the City of De Pere. Shift light duty assignments will on the same shift the employee was assigned prior to the injury or illness, and training will be provided by the employer to maintain the efficient accomplishment of the assignments given if feasible.

Employees placed on light duty assignment are prohibited from participating in outside employment beyond the current restrictions of his/her light duty assignment in the Department. Failure to follow this provision is grounds for discipline.

This MOA shall be effective as of the date written below and expire July 31, 2021 unless earlier amended or extended by written agreement of the parties.

Dated the _____ day of April, 2020

De Pere Professional Firefighters
IAFF Local 141

City of De Pere

Ryan Hinz, Local 141

Al Matzke, Fire Chief

Dan Lotter, De Pere Local 141

Shannon Metzler, Human Resources

Judith Schmidt-Lehman, City Attorney



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #20-50 Authorizing Grant of Electric Underground Easement (WD-91, WD-93-3, WD-93-1-A, WD-94 and WD-95-3-A; VFW Park).

The Board of Park Commissioners, at the April 23, 2020 meeting, approved the easement request from Wisconsin Public Service in VFW Park. The above motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- Reso20-50 (DOCX)
- Easement_City of De Pere_2920918 (PDF)

RESOLUTION #20-50

AUTHORIZING GRANT OF ELECTRIC UNDERGROUND EASEMENT
(Parcels WD-91, WD-93-3, WD-93-1-A, WD-94 and WD-95-3-A; VFW Park)

WHEREAS, Wisconsin Public Service has requested a 12-foot utility easement at VFW Park on City-owned Parcels WD-91, WD-93-3, WD-93-1-A, WD-94 and WD-95-3-A for underground utility facilities construction and maintenance; and

WHEREAS, the matter has been reviewed by the Board of Park Commissioners which recommends approval of the Electric Underground Easement, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the Mayor and City Clerk to execute the attached Electric Underground Easement, 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 May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 4/23/2020

Attachment: Reso20-50 (9557 : Reso #20-50 Authorizing Electric Underground Easement in VFW Park.)

1050736 WPSC

DOCUMENT NUMBER

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of De Pere, a municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Brown County Register of Deeds Volume 250, page 522, Document Number 306077 and Volume 340, Page 297, being part of Private Claim 29 West side of the Fox River, **City of De Pere, County of Brown, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
**WD-91; WD-93-3; WD-93-1-A;
WD-94; WD-95-3-A**

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of De Pere, a municipal corporation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of De Pere, a municipal corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____

Print Name _____

Notary Public, State of _____

My Commission expires: _____

This instrument drafted by: Michelle Somers

Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
April 13, 2020	Brown	City of De Pere	730 Grant St	WD-91, WD-93-3
Real Estate No.	WPSC District	WR#	WR Type	I/O
1050736	Green Bay	2920918	EPLAN	21810189EC



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Resolution #20-51 Approving Professional Services Agreement with Green Bay Metropolitan Sewerage District - NEW Water (Sub-Award for US Forest Service GLRI Grant for Tree Planting) .

The Board of Park Commissioners, at the April 23, 2020 meeting, approved the NEW Water Sub-Award Grant Agreement for tree planting. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- Reso20-51 (DOCX)
- De Pere-NEW Water Subaward 05.11.2020 (PDF)
- Memo to PB to approve NEW Water sub-award agreement 4-15-20 (DOCX)

RESOLUTION #20-51

APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
GREEN BAY METROPOLITAN SEWERAGE DISTRICT – NEW WATER
(Sub-Award for GLRI Grant for Tree Planting)

WHEREAS, Green Bay Metropolitan Sewerage District-NEW Water (GBMSD) is the recipient of a United States Forest Service Great Lakes Restoration Initiative Grant, which it intends to utilize to reduce storm water runoff within Brown County; and

WHEREAS, as part of the grant award, GBMSD wishes to engage City as a sub-awardee for tree planting under the terms and conditions of the Professional Services Agreement attached hereto; and

WHEREAS, the City is required to provide a grant-match of 150 trees, which will be provided from the normal operations budget or from donated trees; and

WHEREAS, the Board of Park Commissioners has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to enter into the attached Professional Services Agreement (US Forest Service GLRI Grant), subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 4/23/2020

Attachment: Reso20-51 (9538 : Resol #20-51 Approve NEW Water Grant Agreement for Tree Planting)

Green Bay Metropolitan Sewerage District (GBMSD)
PROFESSIONAL SERVICES AGREEMENT
US Forest Service GLRI Grant
A NEW Water Partnership to Reduce Stormwater Runoff in Brown County, WI

City of De Pere

This Professional Services Agreement (and all exhibits or other documents attached to or referenced herein, each of which is incorporated in its entirety by this reference) collectively “the Agreement” is being entered into by and between the City of De Pere, for purposes of engaging the City of De Pere to render the hereinafter described services in accordance with the terms and conditions hereof for the benefit of GBMSD. The Professional Services Agreement is made and entered into this ____ day of _____, 2020.

1. SCOPE OF ENGAGEMENT.

GBMSD engages the City of De Pere (“De Pere”) (DUNS #: 110030257) to **plant 350 trees** in 2020 and 2021 (includes a grant-match 150 planted trees), provide a **grant-match commitment of labor in the amount of \$4,500** (25%), assume all responsibility for tree maintenance, and participate on an advisory committee and in grant-associated outreach activities as described in the Scope of Services document attached hereto as Exhibit 1 and incorporated herein by reference (“Services”). De Pere represents and warrants to GBMSD that it has reasonably sufficient training, experience, and qualifications to perform said Services in compliance with all applicable federal, state and local laws/regulations.

De Pere is being engaged to perform the Services herein as a subawardee of GBMSD, who is the recipient of a United States Forest Service (USFS) – Great Lakes Restoration Initiative (“GLRI”) grant entitled **A NEW Water Partnership to Reduce Storm water Runoff in Brown County, WI** (“Grant”). As a sub-awardee, De Pere shall not be responsible for any direct USFS grant reporting required by or relating to said Grant. De Pere shall report directly, and exclusively, to GBMSD’s Contract and Grant Specialist, Angela Kowalzek-Adrians, 2231 N. Quincy St, Green Bay, WI 54302, 920-438-1072, akowalzek-adrians@newwater.us.

During the performance of the Services, De Pere shall submit to GBMSD for final resolution any question, decision, or matter regarding which De Pere reasonably believes is subject to professional judgment and about which De Pere is not certain.

2. TERM OF SERVICES.

The Term of this Agreement and the Services to be provided hereunder shall commence as of the date first set forth above and continue until **December 31, 2021** (“Term”); provided, however, that GBMSD shall have the option, exercisable in its discretion, to renew and extend the Term as needed to meet the obligations of the Grant. GBMSD shall exercise its renewal and extension option by providing written notice to De Pere on or before the end of the Term, and GBMSD may terminate this Agreement and the Services at any time upon not less than thirty (30) days’ advance written notice to De Pere. GBMSD shall pay De Pere all compensation due hereunder, and De Pere shall provide the Services through the effective date of any termination.

This Agreement and the Services to be provided hereunder may be terminated by either party if the other party materially defaults under any term or condition of this Agreement, if under any term or condition of the Agreement,

the default remains uncured for a period of fifteen (15) days' following the defaulting party's receipt of written notice of such default.

3. COMPENSATION.

In consideration of the Services, **GBMSD shall pay De Pere for its Services, not to exceed \$18,000.** Payment will be made within thirty (30) days upon receipt of invoices and appropriate documentation of services rendered. Note: At times, GBMSD may request interim or quarterly invoices to meet grant reporting requirements.

4. PAYMENTS/DELIVERABLES.

At least once per year, at the end of the year, during the Term, De Pere shall submit to GBMSD a brief summary of trees planted (both grant and match funded), labor costs (for non-federal funds match), and maintenance activities performed.

De Pere shall be responsible for and pay all payrolls, employment, and other taxes and governmental obligations arising from the compensation and fees paid by GBMSD to De Pere hereunder.

5. FEDERAL REGULATIONS.

- A. De Pere is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.3630 through .332.
- B. De Pere shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- C. De Pere agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:
 - i. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - ii. Specify the actions De Pere will take against employees for violating that prohibition; and
 - iii. Let each employee know that, as a condition of employment under any award, the employee:
 - a) Shall abide by the terms of the statement, and
 - b) Shall notify De Pere in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

- De Pere agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
- i. The dangers of drug abuse in the workplace;
 - ii. The established policy of maintaining a drug-free workplace;

6. CONFIDENTIAL INFORMATION.

De Pere agrees that any and all information relating to GBMSD's business operations including, without limitation: (a) know-how, inventions, ideas, product information, and trade secrets; (b) financial and pricing information; (c) customer and supplier identities and information; and (d) information relating to GBMSD's past, present, and future sales; marketing and research and development activities that may be imparted to, or in any way obtained directly or indirectly by De Pere through GBMSD; and the results of De Pere's performance of the Services pursuant to this Agreement, shall be maintained confidential information and secret. Confidential information as used herein shall not include, and De Pere may disclose in its discretion, information that is generally known to the public, information legally required to be disclosed pursuant to judicial order or other legal proceedings, information required by applicable law or regulations to be disclosed to governmental authorities, or information that is lawfully disclosed to De Pere by a third party not subject to this Agreement. The City of De Pere shall comply with the Wisconsin Open Records Law as required by Chapter 19 of the Wisconsin Statutes. Confidential information obtained by De Pere shall not be used for the benefit of or disclosed to others, except to duly authorized persons employed or retained by GBMSD, without prior written consent and approval of GBMSD. Upon termination or expiration of this Agreement, De Pere shall return to GBMSD all written or descriptive matter (whether in paper or electronic form) that contains confidential information. The obligations imposed on De Pere by this Section 5 shall survive the termination or expiration of this Agreement and its Services for a period of three (3) years thereafter.

7. INDEMNIFICATION; INSURANCE.

Each party hereby indemnifies and holds the other harmless from and against any and all claims, actions, damages, liability, loss and expense (including reasonable attorneys' fees) suffered in connection with any loss of life, personal injury and/or damage to property arising from or out of: (i) breach of or nonperformance under this Agreement; and (ii) negligent acts or omissions or intentional misconduct. Any indemnified amount payable hereunder by either party to the other shall be net of insurance proceeds, if any, actually received by the indemnified party and pertaining to the indemnified claim. Except for the foregoing indemnification, GBMSD shall not be liable to De Pere, and De Pere shall not be liable to GBMSD for any incidental, consequential, special, exemplary, and punitive or other loss, cost, expense or damages in excess of actual damages, and each party's liability to the other shall be limited to the aggregate amount of compensation payable by GBMSD to De Pere pursuant this Agreement.

Where De Pere requires the use of a vehicle(s) in the performance of work under this Agreement, De Pere will, at all times during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to GBMSD and/or in accord with Industry standards, for property damage, bodily injury or death. De Pere shall provide GBMSD with a declaration showing insurance liability limits prior to payment of the first invoice. De Pere has the responsibility and obligation to provide workers' compensation insurance for De Pere employees, agents and/or sub-consultants, except for "casual employees." De Pere is responsible for health, accident, catastrophic, and other insurance, none of which is the obligation of GBMSD.

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or stop the City of De Pere or its insurer to rely upon the limitations, defenses, and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable,

the City of De Pere or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

8. PROPRIETARY RIGHTS, ASSIGNMENT.

The term “Business Ideas” means all ideas, designs, modifications, formulations, specifications, concepts, know-how, trade secrets, discoveries, inventions, data, software, developments and copyrightable works, whether or not patentable or registrable, which De Pere originates or develops, either alone or jointly with others while De Pere is engaged by GBMSD, and which are: (i) related to any business known to De Pere to be engaged in or contemplated by GBMSD; (ii) originated or developed during De Pere’s performance of the Services; or (iii) originated or developed in whole or in part using materials, labor, facilities, or equipment furnished by GBMSD in connection with the Services. GBMSD will own, and De Pere hereby assigns to GBMSD and agrees to assign to GBMSD in the future, all rights in all Business Ideas that De Pere originates or develops either alone or working with others while De Pere is engaged with GBMSD. All Business Ideas that are or form the basis for copyrightable works are hereby assigned to GBMSD and/or shall be assigned to GBMSD or shall be considered “works for hire” as that term is defined by U.S. Copyright Law. Notwithstanding anything in this Agreement to the contrary, GBMSD shall not acquire any right, title, license, or interest in or to any intellectual property or proprietary or confidential information of De Pere that: (i) existed prior to the effective date of this Agreement, or (ii) is not directly created as a Business Idea hereunder as a result of GBMSD’s engagement of De Pere hereunder.

9. FREEDOM TO PROVIDE SERVICES.

De Pere represents and warrants that it is under no present obligations or restrictions, nor will it assume any obligation or restrictions, that will conflict with or prevent GBMSD from engaging De Pere to perform any of the Services required by this Agreement.

10. ASSIGNMENTS, AMENDMENTS, SUCCESSION, AND WAIVERS.

Neither party may assign this Agreement or any interest herein (except that either party may assign this Agreement to any of its parent, subsidiary(ies) or affiliated entities or to a purchaser of substantially all of the assets or voting stock (or other securities)) without first obtaining the express written consent of the other party. This Agreement may not be amended or supplemented except by written agreement signed by each of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their successors and permitted assigns. No express or implied waiver, or any prior breach of or default under this Agreement, shall constitute a waiver of any subsequent breach or default hereof, and no waiver shall be implied thereby.

11. ENTIRE UNDERSTANDING.

This Agreement expresses the entire understanding between De Pere and GBMSD with respect to the subject matter hereof, including without limitation, De Pere’s delivery of the Services to GBMSD.

12. INDEPENDENT MUNICIPAL AGENCIES.

Each party to this Agreement is, and shall at all times during the Term remain, an independent Municipal agency acting exclusively as an independent Municipal agency. Neither party shall be deemed or construed to be partners, joint venturers, principal and agent, employer/employee, or anything but independent Municipal Agencies. Neither party shall have the power nor authority to bind the other, except as may be

expressly set forth herein. De Pere shall not be entitled to participate in any employee benefit or welfare plan maintained from time to time by GBMSD for its employees

13. INTERPRETATION; GOVERNING LAWS.

This Agreement and any other documents made part of this Agreement shall be read together and harmonized to the greatest extent reasonably possible; provided, however, any direct conflict between the terms and conditions of this Agreement and the attached documents shall be resolved in favor of this Agreement. This Agreement shall be subject to such further written agreements, executed by the undersigned parties, as may be made during the Term of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. De Pere shall comply with all federal, state, and local statutes, rules and ordinances related to De Pere's performance of the work.

14. NOTICES.

Notice to either party shall be deemed to have been given when delivered to it in person, by fax, by e-mail, or if mailed by registered or certified mail on the third day after deposited in the mail and if delivered by delivery service with proof of delivery, on the date received provided the notice is sent to the address or fax number shown above, or at such other address or fax number as De Pere instead may from time to time designate in writing by notice to GBMSD in the same manner as herein set forth. Notice to De Pere shall be similarly delivered to City of De Pere, City Forester, Forestry Department, 925 S Sixth St, De Pere, WI 54115, Attention: Don Melichar. Notice to GBMSD shall be similarly delivered to GBMSD, at GBMSD's principal place of business at 2231 North Quincy Street, Green Bay, Wisconsin 54302, Attention: Angela Kowalzek-Adrians.

15. DISPUTE RESOLUTION; MEDIATION; and then LITIGATION.

Any dispute relating to this Agreement or arising from or out of the Services shall be submitted by the parties to mediation conducted before a single mediator (to be selected by mutual agreement of the parties, or in the absence of agreement, by the American Arbitration Association); provided, however, that the mediation shall be: (i) conducted on an expedited basis with a mediation within sixty (60) days following final identification of the mediator to which the matter is submitted; and (ii) the situs of the mediation shall be Green Bay, Wisconsin. Each party shall bear its own costs and expenses incurred in any mediation held hereunder. If the parties remain unsuccessful in resolving the dispute, each party may pursue other available legal remedies.

Any dispute, after such dispute is submitted to mediation, relating to this Agreement or arising from or out of the Services, may be brought forth in Brown County Court for the State of Wisconsin and/or if applicable, in Federal District Court in Brown County, Wisconsin.

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement effective as of the date first set forth above.

**GREEN BAY METROPOLITAN
SEWERAGE DISTRICT**

By: _____
Its: Thomas W. Sigmund, P.E.
Executive Director

CITY OF DE PERE

By: _____
Its: James G. Boyd
Mayor

By: _____
Its: Carey E. Danen
City Clerk

Attachment: Exhibit 1: Scope of Engagement

This agreement is a subaward made under the Federal Financial Assistance Award 20-DG-11094200-018 between Green Bay Metropolitan Sewerage District (GBMSD) and the USDA, Forest Service, Region 9, State and Private Forestry in the amount of \$171,122 (using a de minimis indirect cost rate) under Great Lakes Restoration Initiative funding, CFDA 10.664 – Cooperative Forestry Assistance. The award was signed February 27, 2020 with a performance period from January 1, 2020 to December 31, 2021. Awarding official contact information: Ryan Toot, U.S. Forest Service, 1992 Folwell Ave, Saint Paul MN 55108, 651-649-5242, Ryan.Toot@usda.gov.

Exhibit 1

Scope of Engagement

The agreement is in effect through December 31, 2021 and may be extended and modified by mutual agreement by GBMSD and the City of De Pere.

GBMSD will work with the WI Department of Natural Resources, Oneida Nation, the cities of Green Bay and De Pere, the Villages of Allouez, Ashwaubenon, Bellevue, and Howard, and the Town of Ledgeview to plant 2,700 1-2" caliper trees in the Lower Fox River watershed, a GLRI priority watershed with direct drainage to Green Bay/Lake Michigan (1,170 trees under grant funding and 1,530 trees as match). Trees will be planted along streets, in parks, and along the East River (an impaired tributary to the Fox River, which flows to Green Bay). This project will result in 159,300 gallons of storm water runoff avoided annually, increased urban tree canopy, and reforestation of a riparian corridor.

Each municipality and the Oneida Nation shall:

- Be an actively participating member and attend all meetings of the Technical Advisory Committee.
- Assist in preparing a Planting and Maintenance Plan for the overall project, reach consensus on contents and implementation, and agree to its adherence. The planting plan shall emphasize species diversity, the use of native trees, and the use of pollinator-friendly native trees, and will consider the impact of climate change on species range when selecting species to plant.
- Plant trees funded by the grant as well as additional self-funded trees in each own jurisdiction (as agreed upon at grant application, and as specified on page 1, section 1 of this agreement).
- Protect the planted trees during establishment and maintain them following best practices identified in the Guidance for Landscape Tree Planting (USDA, 2019), the American Standard for Nursery Stock (ANSI Z60.1), the American Standards for Pruning and Transplanting (ANSI A300 Part 1 and Part 6), and the International Society of Arboriculture Best Management Practices for Tree Planting.
- Follow the Tree Maintenance Plan developed during grant application (see attached **Exhibit 2: Tree Maintenance Plan**)
- Ensure project signs are posted at planting sites and all outreach materials and media contracts regarding this project provide project information and purpose, GLRI reference, and logos for NEW Water (GBMSD), USFS, and GLRI.
- Submit to GBMSD appropriate documentation of tree planting and maintenance efforts on at least a yearly basis during the Agreement Term to include number of trees planted (including trees planted as match), location (lat/long or GPS coordinates), species, size, and date planted.
- Submit to GBMSD documentation of labor costs as grant match (as agreed upon at grant application, and as specified on page 1, section 1 of this agreement) on at least a yearly basis during Agreement Term.

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Exhibit 2 Tree Maintenance Plan

Tree Maintenance Plan Template for Newly Planted Trees

City or Town: City of De Pere **Year and Season of Planting:** Spring and Fall 2020-2021

Grantee: City of De Pere (subgrantee), NEW Water (USDA Forest Service grantee)

Grantee Contact for Maintenance: Don Melichar **Email:** dmelichar@mail.de-pere.org

of Trees to be Planted: 200 **Size (caliper for deciduous, height for conifers):** 1.5-1.75"

Type of Stock to be Planted (B & B, etc.): bare root

Describe how the activities below will be completed.

1. Tree Maintenance Personnel

- a. Describe who will do what, and what areas they are responsible for. Identify the parties responsible for maintenance during the grant period as well as long-term maintenance beyond the life of the grant.

The City of De Pere Forestry Dept. will be responsible for short and long term maintenance of the planted trees. If trees are planted in the terraces of the City the watering will be the responsibility of the homeowner, but all others will be done by the City.

- b. If volunteers, homeowners, or inexperienced staff will provide maintenance, they should receive basic training and literature on proper maintenance techniques. Is training needed and how will you do it?

NA

- c. If planting on private property, property owners should sign an agreement to confirm that they will maintain the tree. If applicable, what steps have you taken to ensure maintenance of private property?

NA

- d. How will you inspect tree maintenance work periodically to make sure it is being done correctly?

Staff will inspect the trees as maintenance activities are performed.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering, and the source of the water at the planting locations (or how it will be delivered). For the first year, trees should be watered from planting date through September on a weekly basis. Watering may be reduced the 2nd and 3rd years.

The trees will be watered by City staff on an as needed basis. This may be 2 times a week in very dry periods or a once a week or possibly two if rainy, wet weather persists. We will water them with City vehicles that contain a large water tank that is filled at our office.

Exhibit 2

Tree Maintenance Plan

3. **Mulching Trees**

Maintain 2 – 4 inches of bark mulch. Describe how trees will be mulched.

Trees will be mulched with city ground wood mulch and replenished as needed. The mulch will be 2-4 inches deep with an approximate 3-5 foot ring around it.

4. **Staking and Tying Trees**

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

Most bare root trees require at least one year of staking. We will return after a year and determine if they can be removed or if additional time is needed. If it is needed we will document and return in 6 months to remove.

5. **Checking Tree Health**

The grantee will check trees every 6 – 12 months to identify and address problems. Describe inspection process and follow-up.

Our Forestry staff will return to any trees in the parks within the timeframe. Any trees planted in the terrace will be monitored by the property owner who will contact the City for advice. Forestry staff will also inspect the trees after 1 year and additionally if concerns are noted.

6. **Tree Protection**

Young trees may be easily damaged by human activity, animals, equipment, or competition from weeds and invasive plants. Describe how planted trees will be protected.

Tree guards will be provided during the winter on all park trees. We also include instruction on proper care of the trees to homeowners when we plant.

7. **Pruning**

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe how pruning will be done.

All trees will be inspected at least once per year and any pruning that needs to be done will be documented and followed up on. Only proper methods of pruning are used by our trained staff.

8. **Tree Warranty and Replacement**

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to the end of the grant, unless loss was due to natural disaster, beyond the control of the project manager, or allowed for in the grant proposal. Describe your warranty and tree replacement plans. If overplanting smaller stock to offset mortality, document the target survival rate at the end of the grant.

Since we buy trees from wholesale nurseries a warranty is typically not given. If a tree fails or appears to be failing we go back and replace those trees in subsequent seasons/years.

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar, Park Superintendent/City Forester
Date: April 15, 2020

RE: **NEW Water - De Pere Sub-Award Grant to Plant Trees in the City of De Pere**

Staff is seeking the Park Board's approval to move forward with a grant agreement between NEW Water and the City of De Pere. This grant agreement allows NEW Water to provide the City with 200 1"-2" dbh trees to be planted in the City in 2020 & 2021 (with a possibility of an extension into 2022). The City will also be required to plant 150 trees, which are included within our normal operations budget and from any donated trees we receive.

If you have any further questions or comments, please feel free to contact me.

Attachment: Memo to PB to approve NEW Water sub-award agreement 4-15-20 (9538 : Resol #20-51 Approve NEW Water Grant Agreement for

**City of De Pere, Wisconsin****Request For Common Council Action**

MEETING DATE: May 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-52 Authorizing State/Municipal Project Agreement for Merrill Street Resurfacing.

The Board of Public Works at the May 11, 2020 meeting approved a State Municipal Agreement with Wisconsin DOT for Local Road Improvement Program Grant in the amount of \$56,419.37 for work on Merrill Street and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-52 (DOCX)
- StateMunicipalAgreement_signed_16347_R2275_DE_PEREC (PDF)
- 2020 0511 CI_LRIP_BOPW Memo (PDF)
- Guidelines and Requirements for the Local Roads Improvement Program (LRI... (PDF)

RESOLUTION #20-52

AUTHORIZING STATE/MUNICIPAL PROJECT AGREEMENT
FOR MERRILL STREET RESURFACING

WHEREAS, the City has obtained grant aid from the Wisconsin Department of Transportation (WisDOT) Local Roads Improvement Program in the amount of \$56,419.37 for partial funding for street resurfacing work on Merrill Street as part of Project 20-07; and

WHEREAS, in order to receive grant funding upon completion of this project, a State/Municipal Project Agreement is required; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the State/Municipal Project Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the attached Local Roads Improvement Program State/Municipal Project Agreement, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/11/2020

Attachment: Reso20-52 (9552 : Resolution #20-52 Approving State Municipal Project Agreement for Merrill St. Resurfacing.)

**2020 - 2021
Local Roads Improvement Program
State/Municipal Project Agreement**

Date:	December 13, 2019	Project ID:	39508802103
LRIP Project Number:	16347	FEIN Number:	396005431
County:	Brown	Appropriation:	27800
Municipality/County:	City of De Pere	Account:	8700140

On Route: Merrill St
(Road to be improved)
At Route: S Erie St
Toward Route: Lone Oak Rd

The signatory city, village, town or county, hereinafter called the MUNICIPALITY, through its duly authorized officers or officials via the signed LRIP application form and terms and conditions, and the State of Wisconsin Department of Transportation, hereinafter called the STATE, enter into this agreement to accomplish the described project.

The authority for the MUNICIPALITY and the STATE to enter into this agreement is provided by the *Wisconsin Administrative Code TRANS 206.03(12)*.

Need for Improvement: Surface Aging

Improvement Type: Resurfacing

Proposed Improvement: Mill Existing Pavement. Other work includes adjust manholes, binder mat, pavement marking, sidewalk and storm sewer. Ineligible cost includes: sanitary sewer and water main.

Surface Type: 65 - Hot Mix Resurfacing (overlay) on Asphalt Pavement

Thickness	Travel Width (Per Lane)	Right Shoulder	Curb & Gutter	Left Shoulder	Curb & Gutter
1.75 in	12 ft 0 in	0 in	Y	0 in	Y
Estimated Costs		LRIP/State Funds		Municipal Funds (includes ineligible costs)	
Engineering:		\$25,750.00			
Right-of-Way Acquisition:		\$0.00			
Construction:		\$283,250.00			
Total Eligible Costs:		\$309,000.00			
Ineligible Improvement Costs:		\$441,000.00			
Total Improvement Costs:		\$750,000.00		\$56,419.37	
				\$693,580.63	

This request is subject to the terms and conditions agreed to at the time of application for the designated MUNICIPALITY and upon acceptance by the STATE, per signature below, shall constitute agreement between the MUNICIPALITY and the STATE.

Accepted for the State of Wisconsin, Department of Transportation:

By: Merrill Mechler-Hickson
Local Transportation Programs and Finance

12/16/2019
Date

Note:

Attachment: StateMunicipalAgreement_signed_16347_R2275_DE_PEREC (9552 : Resolution #20-52 Approving State Municipal Project

**2020 - 2021
Local Roads Improvement Program
State/Municipal Project Agreement**

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable federal, state and local laws, administrative policy and program rules, ordinances, standards, and contract bidding requirements. Please note that if any portion of an improvement is funded using federal funds (including design, real estate, or other related work activities), the entire improvement will be subject to federal requirements. All components of the improvement must be defined in the environmental document if any portion of the project is federally funded.
2. The construction of the improvement will be in accordance with the appropriate standards unless an exception to standards is granted by the state prior to construction. The entire cost of the improvement not constructed to standards will be the responsibility of the Municipality/County unless such exception is granted.
3. The Municipality/County will assume all responsibility for complying with all applicable environmental requirements for the improvement.
4. The work, which is eligible for state participation will be administered by the Municipality/County. The authority for the state to delegate this responsibility is described in ch. Trans 206.
5. All contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the provisions of s.86.31 Wis. Stats. and all other municipal/county bidding requirements.
6. State financing will be limited to up to 50 percent (%) participation in eligible items or to the limit approved for the improvement - whichever is less.
7. Payments to the Municipality/County will be made after the improvement is completed, and the contractor(s) fully reimbursed.
8. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
9. The Municipality/County will keep records of the cost of the improvement together with letting documents and will have them available for inspection by representatives of the state and will furnish copies when requested.
10. The design and construction of the improvement must be certified by a registered professional engineer, if the cost of the improvement exceeds \$65,000.
11. Federal Single Audits of Local Government Units:
 - a) The Municipality/County shall have a single organization audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Circular No. A-133)
 - b) This audit shall be performed in accordance with Federal Circular A-133 issued by the Federal Office of Management and Budget (OMB) and state single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c) The Municipality/County will keep records of costs of construction, inspection tests and maintenance done by it to enable the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to a project review or audit as directed by the Department within ten (10) years of project closing.
12. The Municipality/County will maintain, at its own cost and expense, all portions of the project that lie within its jurisdiction and will make ample provision of such maintenance as long as the road remains open to traffic.
13. This agreement is subject to the availability of State funds appropriated for this program. The continuance of this agreement beyond the limits of funds already available to the Wisconsin Department of Transportation is contingent upon appropriation of the necessary funds by the Wisconsin Legislature and the Governor. (Reference 66 OAG 408; State ex rel. LaFollette v. Reuter, 36 Wis. 2d 96, 119 [1967])
14. In accordance with the State's sunset policy for LRIP projects, the subject improvement must be constructed and submitted for reimbursement within three biennium.

Submitting this application indicates that the Requestor is authorized to conduct official business for the Municipality/County identified below and upon acceptance by the State shall constitute agreement between the Municipality/County and the State, subject to the terms and conditions above.

Municipality/County:	<u>De Pere</u>	County:	<u>Brown</u>
Head of Government/Designee Signature:	<u>Chase Kuffel</u>	Date:	<u>10/17/2019</u>
Print Name:	<u>CHASE KUFFEL</u>	Title:	<u>Assistant City Engineer</u>

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: May 11, 2020

RE: **Consideration and Possible Action on Approval of the State Municipal Agreement with Wisconsin DOT for Local Road Improvement Program-Merrill Street***

City staff applied for a Local Road Improvement Program Grant (LRIP) from the Wisconsin Department of Transportation (WisDOT) for resurfacing Merrill Street from S. Erie Street to Lone Oak Road in 2020. The City was awarded \$56,419.37 thru the LRIP Grant. Per the grant application paperwork, program objective is as follows:

The Local Roads Improvement Program (LRIP) was established in 1991 to assist local units of government in improving seriously deteriorating county highways, municipal streets in cities and villages, and town roads. The program is governed by s. 86.31, Wis. Stats., and ch. Trans 206.

LRIP is a reimbursement program, which may pay up to a maximum of 50% of total eligible project costs, with the balance of the eligible costs funded by the local unit of government. All projects are advertised, awarded, managed and contractors paid in full by the project recipient prior to submittal of the reimbursement request to Wisconsin Department of Transportation (WisDOT).

A summary of the costs from the attached State Municipal Agreement (SMA) is as follows:

PHASE		ESTIMATED COST			
		Total Estimated Cost	LRIP / State Funds	%	Municipal Funds
Engineering:	\$25,750.00				
Right-of-Way Acquisition:	\$0.00				
Construction:	\$283,250.00				
Total Eligible Costs:	\$309,000.00				
Total Ineligible Costs:	\$441,000.00				
TOTAL IMPROVEMENT COSTS:	\$750,000.00	\$56,419.37	7.5	\$693,580.63	92.5

Municipal Funds include ineligible costs

Because the Merrill Street resurfacing is part of Project 20-07, the overall estimated cost of Project 20-07 was included in the grant application. The maximum amount the City was eligible to receive under

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this grant was \$56,419.37. In order to receive the grant after the project is complete, the City is required to sign the attached SMA.

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

Guidelines and Requirements

for the

Local Roads Improvement Program (LRIP)

2020-2021 Program Cycle

- Counties
- Towns
- Cities & Villages



Updated 09/05/2019

LRIP homepage is located at:

<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/lrip.aspx>

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PROGRAM OVERVIEW

PROGRAM OBJECTIVE

The Local Roads Improvement Program (LRIP) was established in 1991 to assist local units of government in improving seriously deteriorating county highways, municipal streets in cities and villages, and town roads. The program is governed by [s. 86.31, Wis. Stats.](#), and [ch. Trans 206](#).

LRIP is a reimbursement program, which may pay up to a maximum of 50% of total eligible project costs, with the balance of the eligible costs funded by the local unit of government. All projects are advertised, awarded, managed and contractors paid in full by the project recipient prior to submittal of the reimbursement request to Wisconsin Department of Transportation (WisDOT).

The program has three entitlement components that provide funding for road improvements. Counties are eligible for funding through the County Highway Improvement (CHI) program, towns through the Town Road Improvement (TRI) program, and cities and villages through the Municipal Street Improvement (MSI) program. MSI consists of two components: cities and villages with populations less than 20,000 (MSILT) and cities and villages with populations equal to or greater than 20,000 (MSIGT).

In addition to entitlements, there are three discretionary components for counties, cities and villages, and towns to request funding for high-cost projects. Discretionary projects have additional eligibility requirements, are competitively reviewed and prioritized by committee and are approved by the WisDOT Secretary based on defined criteria and with a goal of fair geographic distribution in mind.

ACRONYMS

Following is an alphabetical list of acronyms commonly used in the LRIP program.

<u>Acronym</u>	<u>Definition</u>
ADT	Average Daily Traffic
BTLLRH	Bureau of Transit, Local Roads, Railroads and Harbors
CEF	Cost Effectiveness Findings
CHC	County Highway Commissioner
CHI	County Highway Improvement
CHID	County Highway Improvement Discretionary
CHIDC	County Highway Improvement District Committee
CMSIC	County Municipal Street Improvement Committee
CTRIC	County Town Road Improvement Committee
DNR	Wisconsin Department of Natural Resources
FDM	Facilities Development Manual
HMA	Hot Mix Asphalt
LRIP	Local Roads Improvement Program
LRIPWeb	Local Roads Improvement Program web application
LWM	League of Wisconsin Municipalities
MSI	Municipal Street Improvement

MSID	Municipal Street Improvement Discretionary
MSIGT	Municipal Street Improvement for cities and villages with a population greater than 20,000
MSILT	Municipal Street Improvement for cities and villages with a population less than 20,000
PASER	Pavement Surface Evaluation and Rating
SMA	State Municipal Project Agreement
SMSIDC	Statewide Municipal Street Improvement Discretionary Committee
STRIDC	Statewide Town Road Improvement Discretionary Committee
TRI	Town Road Improvement
TRID	Town Road Improvement Discretionary
UW-TIC	University of Wisconsin-Madison Transportation Information Center
WAMS	Web Access Management System
WCHA	Wisconsin County Highway Association
WHS	Wisconsin Historical Society
WisDOT	Wisconsin Department of Transportation
WISLR	Wisconsin Information System for Local Roads
WTA	Wisconsin Towns Association

GENERAL REQUIREMENTS

Following is a list of general requirements for the LRIP program. A Project Checklist ([Appendix P](#)) is also provided for assistance in managing the project, but is not a required document.

- All proposed improvements must comply with applicable federal, state and local laws, and program policy. The project roadway width must meet the minimum design standards and include both the traveled way and shoulder pursuant to [ch. Trans 204\(11\)](#) and [ch. Trans 205.03\(2\)](#).
- LRIP funding is only available for improvements on existing county highways, city and village streets, and town roads under the authority of the local unit of government pursuant to [s. 86.31 \(1\)\(f\), Wis. Stats.](#)
- A project is not eligible for LRIP funds if any other federal or state aid funds will be used on the project. However, the local match can be provided by a federally recognized American Indian tribe or band using tribal funds pursuant to [s. 86.31\(4\), Wis. Stats.](#)
- The approved LRIP reimbursement amount cannot exceed 50% of the total eligible project costs.
- The proposed project must be included as part of the county or municipality road Improvement Plan (minimum of 2 years for towns, minimum 5 years for counties, cities and villages) pursuant to [ch. Trans 206.04 \(1\)](#), [ch. Trans 206.05 \(1\)](#), and [ch. Trans 206.06 \(4\)](#).
- An engineering certification is required when the total eligible costs are greater than \$65,000 pursuant to [s. 86.31\(2\)\(e\), Wis. Stats.](#) Refer to the [Engineer's Certification](#) section and [Appendix R](#).
- All LRIP projects must have a 10-year design life pursuant to [s. 86.31\(1\)\(b\), Wis. Stats.](#) As a result, the same project location cannot be submitted more than once within a 10-year period.

- Paved roads with PASER pavement ratings of 1-6, or gravel roads with ratings 1-3, are considered “seriously deteriorating” and are eligible for LRIP funding. Paved roads with ratings 7-10, or gravel roads with ratings of 4-5, are considered “good” and are not eligible. Improvements to gravel roads with ratings of 4-5 that will be paved with asphalt or concrete are eligible for LRIP funding. WisDOT will not approve removing an existing asphalt road and replacing it with gravel. Refer to the PASER Rating Table included as [Appendix U](#).
- Improvements must be built to appropriate standards, unless an [Exception to Standards](#) has been requested and approved by WisDOT prior to construction pursuant to [ch. Trans 206.03\(13\)](#).
- If new bicycle and pedestrian facilities are included as part of a Reconstruction project, the project recipient is required to have a resolution authorizing the construction of these facilities pursuant to [s. 84.01\(35\), Wis. Stats.](#) A resolution is not required if removing or replacing existing facilities.
- WisDOT signs and emails an executed State Municipal Project Agreement (SMA) for each approved LRIP project to the project recipient, the clerk and the CHC. The project recipient must receive an SMA prior to advertising for the project.
- LRIP projects must be advertised for bids for two consecutive weeks in a newspaper pursuant to [s. 985.07\(2\), Wis. Stats.](#) and [s. 985.01\(1m\), Wis. Stats.](#) Refer to the [Advertising Requirements](#) section for additional information.
- LRIP projects must be let to contract to the lowest, responsible bidder. Towns, cities and villages may not use their own workforces or equipment on an LRIP project.

PROGRAM ADMINISTRATION

LRIP is managed by the WisDOT Bureau of Transit, Local Roads, Railroads and Harbors (BTLRRH), but is administered by local units of government. The role of the County Highway Commissioner (CHC) is to serve as an administrative liaison between WisDOT and local units of government within their county, providing ongoing support throughout the duration of the project pursuant to [ch. Trans 206.03\(7\)](#).

CHC responsibilities include:

- Reviewing all project application information:
 - ✓ All application fields are completed correctly. Incomplete or inaccurate project applications should be returned to the project recipient for follow-up.
 - ✓ A 2-year (town) or 5-year (county, city or village) Improvement Plan has been submitted that includes the project location.
 - ✓ The project location is eligible according to program policy (i.e., the 10-year rule, pavement ratings and ADT counts).
 - ✓ The Improvement Type selected is appropriate given the proposed scope of work.
 - ✓ Terms & Conditions signed by the project recipient is included with the application.
- Convening and presiding over the County Town Road Improvement Committee (CTRIC).
 - ✓ The CHC cannot be a voting member of the CTRIC but may be included as a non-voting member.
 - ✓ Select CTRIC members and a committee chair and provide this information to WisDOT.
 - ✓ Assure that the CTRIC chair provides a list of approved projects and approved funding amounts.
 - ✓ Confirm that the CTRIC has not exceeded the entitlement funds, as identified in [Appendix G](#).

- ✓ Verify that the CTRIC has not exceeded the number of project applications allowed per the programming cap. Programming caps are identified in [Appendix H](#).
- ✓ Submit all project applications and CTRIC meeting minutes to WisDOT before midnight on January 15, 2020 pursuant to [ch. Trans 206.03\(3\)](#).
- Convening and presiding over the County Municipal Street Improvement Committee (CMSIC).
 - ✓ The CHC cannot be a voting member of the CMSIC but may be included as a non-voting member.
 - ✓ Select CMSIC members and a committee chair and provide this information to WisDOT.
 - ✓ Assure that the CMSIC chair provides a list of approved projects and approved funding amounts.
 - ✓ Confirm that the CMSIC has not exceeded the entitlement funds, as identified in [Appendix J](#).
 - ✓ Verify that the CMSIC has not exceeded the number of project applications allowed per the programming cap. Programming caps are identified in [Appendix K](#).
 - ✓ Submit all project applications and CMSIC meeting minutes to WisDOT by January 15, 2020.
- Ensure that all of the applications submitted for first-year funding do not exceed one-half of the county's funding allocation.
- Submit all project applications to WisDOT via LRIPWeb by January 15, 2020.
- Providing assistance to assure compliance with advertising requirements, if requested by the recipient.
- Conducting contract awards, if requested by the project recipient pursuant to [ch. Trans 206.04\(8\)\(b\)](#).
- Reviewing the Reimbursement Request submitted via LRIPWeb after the project recipient completes the project and the contractor(s) have been paid in full. Refer to the [Reimbursement Request Process](#) section for more detailed information regarding the required documentation.
 - ✓ Based on the documentation provided and knowledge of the project, confirm project compliance with all applicable laws, administrative policy, program rules, and contract bidding requirements. When everything is in order, sign and submit the Reimbursement Request to WisDOT via LRIPWeb.

PROJECT REVIEW

[Chapter Trans 206.03\(15\)\(d\)](#) requires that WisDOT review LRIP projects to ensure compliance with statutory requirements and program policy. A review may be conducted at any time from a sampling of projects to ensure compliance with the LRIP Guidelines & Requirements.

NONCOMPLIANCE AND APPEALS

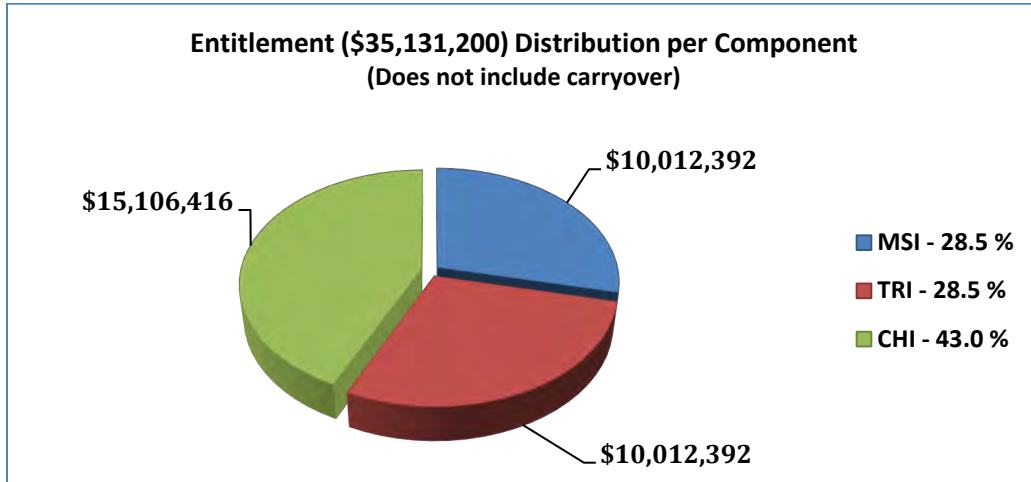
The LRIP program noncompliance and appeals process is identified in [Appendix T](#).

FUNDING DISTRIBUTION

LRIP is a biennial program that provides funding based on annual State budget appropriations. Approved project funds are available to local communities for three biennium (see [sunset policy](#)), with a combined 2020-2021 State Biennial Budget allocation of \$66,066,000 for this program cycle. Any unused funds within a biennium are carried over to the next biennium. Refer to Appendices F through L for a breakdown of funding allocations.

ENTITLEMENT DISTRIBUTION

Pursuant to [s. 86.31\(3\), Wis. Stats.](#), the statewide biennial entitlement level is \$35,731,200 and is distributed as follows: \$600,000 is allocated for Department of Natural Resources (DNR) environmental liaison positions, and the remaining \$35,131,200 is calculated and distributed to each component, with 43.0% of entitlement funds going to CHI, 28.5% to TRI, and 28.5% to MSI.



Pursuant to [ch. Trans 206](#), funding levels for each component are determined by the following:

County Highway Improvement (CHI) program funding levels are based 60% on population and 40% on county mileage. Each county is guaranteed a minimum of 0.5% of the total statewide CHI funding.

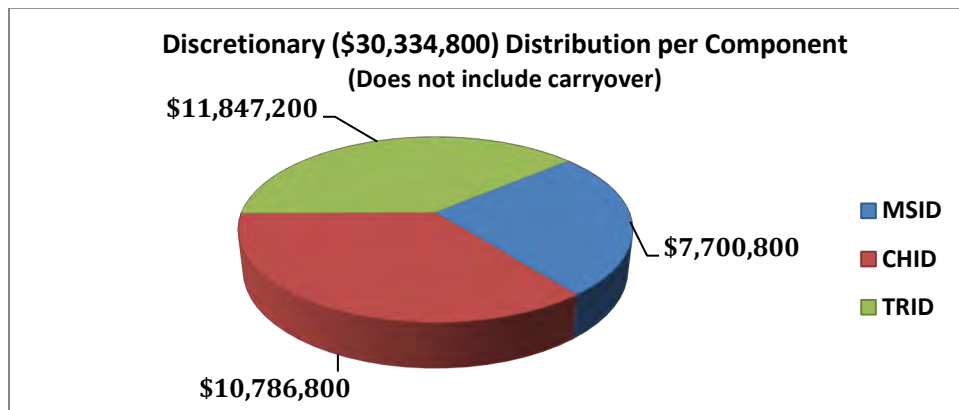
Town Road Improvement (TRI) program funding levels are based 100% on town mileage.

Municipal Street Improvement (MSI) program funding levels (consisting of MSILT and MSIGT) are based 50% on population and 50% on municipal mileage.

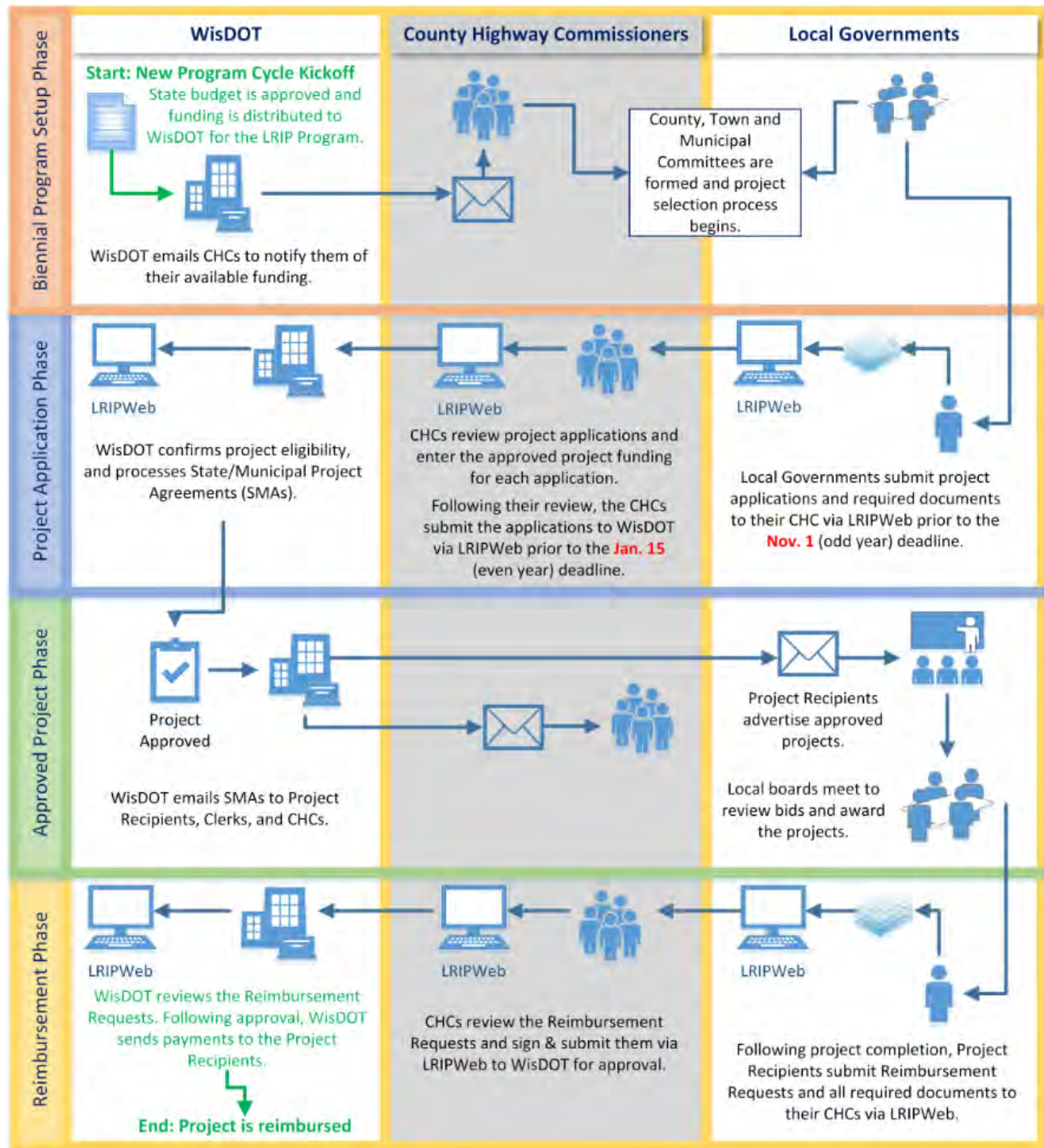
Note: For a community located in multiple counties, each county's portion of the community's population and mileage is applied to the primary county designation to determine the distribution of MSI funding.

DISCRETIONARY DISTRIBUTION

Pursuant to [s. 86.31\(3\), Wis. Stats.](#), the statewide biennial discretionary level is \$30,334,800 and is distributed to the County Highway Improvement Discretionary (CHID) program, Municipal Street Improvement Discretionary (MSID) program, and the Town Road Improvement Discretionary (TRID) program.



PROGRAM FLOWCHART



PROGRAM TIMELINE, ROLES & RESPONSIBILITIES

Schedule	Program Activity
July - August 2019	State of Wisconsin 2020-2021 biennial budget is approved. WisDOT receives funding for the first fiscal year of the biennium.
September 2019	WisDOT holds LRIP informational program kickoff workshops with County Highway Commissioners and MSIGT communities.
October 1, 2019	Deadline date for all committees (CHIDC, CTRIC, and CMSIC) to select members and chair.
November 1, 2019	County selects and prepares CHI and CHID project applications.
	Deadline date for CTRIC, CMSIC, and CHIDC committees to notify WisDOT of the name of the chair.
	Deadline date for CTRIC and CMSIC committees to meet, make project selections and forward entitlement and discretionary project applications to the CHC. MSIGT communities submit project applications to the CHC pursuant to ch. Trans 206.03(3) .
November - December, 2019	Counties submit CHID project applications to CHIDC.
December 1, 2019	WTA and LWM nominate discretionary committee members for the STRIDC and SMSIDC committees, that are then appointed by the WisDOT Secretary. Deadline to select the chairperson pursuant to ch. Trans 206.08(2)(c) .
January 15, 2020	Deadline date for CHC to submit all entitlement and discretionary applications to WisDOT pursuant to ch. Trans 206.03(3)(b) .
February 2020	WisDOT reviews all discretionary project applications, then submits them to the STRIDC and SMSIDC for evaluation.
March 1, 2020	Deadline for STRIDC to meet, establish a project selection process, and recommend projects to WisDOT Secretary for approval pursuant to ch. Trans 206.03(2)(b) . SMSIDC generally completes this process in April.
March 2020	WisDOT Secretary approves CHID, TRID, and MSID projects. Governor's office announces approved projects.
April 1, 2020	Target date that WisDOT emails SMAs to counties, towns, cities, and villages with approved projects using State FY 2020 funding.
July 1, 2020	WisDOT receives funding for the second fiscal year of the biennium.
July 15, 2020	Target date that WisDOT emails SMAs to counties, towns, cities, and villages with approved projects using State FY 2021 funding.

LRIPWEB

The Local Roads Improvement Program (LRIP) Web application, known as LRIPWeb, is an online application and program management tool used by LRIP program staff, County Highway Commissioners, and local government officials. All program documents, including LRIP Project Applications, State Municipal Project Agreements, and Project Reimbursement Requests are processed in LRIPWeb. Project recipients are able to view project information from current and past LRIP program cycles. The [LRIP webpage](#) has reference tutorials and instructional videos on use of the LRIPWeb application.

ACCESS TO LRIPWEB

A Wisconsin Web Access Management System (WAMS) ID is necessary to access LRIPWeb. The following link provides instructions for applying for a WAMS ID and the form necessary to request access to LRIPWeb.

<https://wisconsin.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/lrip.aspx>

Once approved, LRIPWeb users can access project information 24 hours a day, 7 days per week.

RECORDS RETENTION

All project records must be kept for 12 years from project closing. WisDOT will maintain all project documentation uploaded to LRIPWeb during the project application and reimbursement processes. The project recipient and CHC are responsible for maintaining all other records.

NEW BIENNIUM PROJECT APPLICATIONS

APPLICATION SUBMITTAL DEADLINE

All LRIP project applications must be entered and submitted for review to the CHC via LRIPWeb by **November 1, 2019**.

ENTERING AN APPLICATION

All LRIP project applications must be entered in LRIPWeb. Refer to the [LRIPWeb](#) section above regarding LRIP access information.

The following sections are provided for assistance when entering your project application.

FUNDING COMPONENT SELECTION

ENTITLEMENT COMPONENTS

There are three entitlement components that provide funding for local road improvements:

- **Counties** are eligible for funding through the County Highway Improvement or **CHI** program.
- **Towns** are eligible for funding through the Town Road Improvement or **TRI** program.
- **Cities and Villages** are eligible for funding through the Municipal Street Improvement or **MSI** program, which is comprised of two components:
 - ✓ Cities and villages with populations less than 20,000 are eligible for **MSILT** funding.
 - ✓ Cities and villages with populations equal to or greater than 20,000 are eligible for **MSIGT** funding.

DISCRETIONARY COMPONENTS

There are three discretionary components that provide funding for high-cost projects. Discretionary projects have additional eligibility requirements, are competitively reviewed, prioritized and approved by committee, and forwarded to the WisDOT Secretary for approval based on defined criteria and with a goal of fair geographic distribution in mind.

- **Counties** are eligible for funding through the **CHID** program.
- **Towns** are eligible for funding through the **TRID** program.
- **Cities and Villages** are eligible for funding through the **MSID** program.

Refer to the [CHID](#), [TRID](#) and [MSID](#) overview sections for additional information.

CHID OVERVIEW

The County Highway Improvement Discretionary program (CHID) targets high-cost county highway improvement projects that have a total project cost of \$250,000 or more pursuant to [s. 86.31\(3g\), Wis. Stats.](#) This statewide program provides an opportunity for significant, high-priority county trunk highway improvements at the Wisconsin County Highway Association (WCHA) district level.

Biennial funding available for CHID is allocated to each of the eight WCHA districts based on the existing County Highway Improvement Program (CHI) formula. Project recipients may receive a maximum state reimbursement of 50% of total eligible project costs.

Eligibility

Program eligibility criteria considerations:

- County road improvement projects must meet the general program requirements and address the selection criteria described under the CHID Selection Criteria section to be eligible for consideration under this program.
- Discretionary projects must be included in the county's Improvement Plan (minimum of five years) pursuant to [ch. Trans 206.04 \(1\)](#), and [ch. Trans 206.05 \(1\)](#).
- An Engineer's Certification is required at reimbursement for all discretionary projects pursuant to [s. 86.31\(2\)\(e\), Wis. Stats.](#)
- A project is not eligible if LRIP funds are to be used as the local match for federal aid projects or if federal aid funds are to be used as the local match for an LRIP project. However, local match can be provided by a federally recognized American Indian tribe or band using tribal funds pursuant to [s. 86.31\(4\), Wis. Stats.](#)

Application Process

Applications must be submitted to the WCHA district CHIDC for screening. Each district committee has a goal of fair distribution, allowing no more than one approved project per county. Once a county receives a CHID project, it is not eligible to receive another until every other county within the WCHA district has either received a project, or opted out of that project cycle.

CHID Selection Criteria

The CHID committees in each of the WCHA districts prioritize and select projects within their district for recommendation to the WisDOT Secretary. The eight district committees are made up of all county highway commissioners within the district ([see Appendix J](#)).

The four major criteria include, but are not limited to:

- Safety - Priority is given to projects that improve safety or correct an existing traffic hazard. Project applicants should submit information detailing the hazard, accident history or risk factors. Other relevant information, such as the volume and type of traffic that supports the need for the safety improvement should also be submitted. The county should, prior to application, examine alternatives to reduce the safety hazard, other than reconstruction, including reducing speed limits or installing traffic signs/signals. Any other information concerning safety issues on public facilities in the area such as schools, parks, etc., may be included in the application.
- Reconstruction - Reconstruction projects have a higher priority than resurfacing projects. Supplemental information should provide an explanation of type of reconstruction, main components and any information that distinguishes the project from a routine surface improvement project.
- High Traffic Volume - Priority is given to proposed improvements on routes with high traffic volume or heavy vehicle/truck travel. Relevant information on traffic volumes and type, proximity to public facilities, the reason why the county highway carries heavy volume or impacted population centers should be included with the application. A traffic study may be useful, but is not required.
- Multi-County Projects - Priority is also given to cooperative projects between two or more counties. These projects may include border roads between counties or multiple intersections with county roads.

Other factors that merit consideration include:

- Economic or job development in the area.
- A possible jurisdictional transfer between the town and county.
- Distinct characteristics of the road, such as tourist sites, historic sites or any other factors that make the project unique.

Other criteria or factors may be selected and applied at the discretion of each district committee.

TRID OVERVIEW

The Town Road Improvement Discretionary program (TRID) targets high cost town road improvement projects with a total project cost of \$100,000 or more pursuant to [ch. Trans 206.035\(1\)](#). This discretionary program provides a statewide opportunity for significant, high-priority town road improvements.

Eligibility

Program eligibility criteria considerations:

- TRID project applications must include documentation used for district selection criteria.
- Town road improvement projects must meet the general program requirements and address the selection criteria described under the TRID Selection Criteria section to be eligible for consideration under this program.
- Discretionary projects must be included in the town's Improvement Plan (minimum of 2 years) pursuant to [ch. Trans 206.06 \(4\)](#).
- It is important to correctly identify the improvement type on the application. Because project applicants compete for discretionary funds on a statewide basis and projects are selected for recommendation by STRIDC based upon information provided in the application, substitutions and changes are not permitted. If the project applicant is unable to complete the discretionary project as

approved by the committee, the funds will be returned to the TRID component and used for statewide competition in the next biennium.

- An Engineer's Certification is required at reimbursement for all discretionary projects pursuant to [s. 86.31\(2\)\(e\), Wis. Stats.](#)
- Applications for either resurfacing or purchase of HMA only (including warm mix asphalt) projects are discouraged. These projects are unlikely to be recommended by the discretionary committee because they do not fit the selection criteria required of the discretionary program.
- A project is not eligible if LRIP funds are to be used as the local match for federal aid projects or if federal aid funds are to be used as the local match for an LRIP project. However, local match can be provided by a federally recognized American Indian tribe or band using tribal funds pursuant to [s. 86.31\(4\), Wis. Stats.](#)

Note: If the cost of the project is significant enough that it may use most or all of the statewide funding for the biennium, the project is unlikely to be funded.

Application Process

Discretionary applications submitted by towns are forwarded to the CTRIC for review, and then forwarded to the CHC. Discretionary supplemental justification emphasizing the four criteria of safety, reconstruction with heavy vehicle or high traffic volume, reconstruction with typical traffic and/or joint projects with other jurisdictions must be included with the application. Applications that do not include additional information will be returned. This information is limited to no more than five single-sided 8.5 x 11 size pages, including pictures.

Multiple applications may be submitted from a single county. The CTRIC must assign the ranking (first choice, second choice, etc.). While the STRIDC takes this ranking into consideration, their final decision is based on their independent evaluation of the applications.

Notification of projects selected by the STRIDC committee will not be announced until the WisDOT Secretary approves the recommendations. Until the announcement has been made, program staff is unable to provide information regarding selections or ranking of projects.

TRID Selection Criteria

The STRIDC consists of six Wisconsin Towns Association (WTA) district directors and six members at large nominated by WTA and appointed by the WisDOT Secretary, along with representatives from the Wisconsin Farm Bureau, the Great Lakes Timber Professionals Association and the Wisconsin Dairy Business Association. This group convenes to make TRID project recommendations. Nominees to the committee receive a letter from WisDOT confirming their selection. Policy prohibits STRIDC members from submitting projects during the term of their assignment on the committee. The committee has a goal of fair geographic distribution, but may, at their discretion, approve more than one project per county. The committee also has a goal to maintain as close to a 50% state/50% local match as possible.

The criteria for TRID selection pursuant to [ch Trans 206.08\(2\)\(a\)](#), in order of priority, are:

- **Safety** - The highest priority is given to projects that improve safety or correct an existing traffic safety hazard. Project applicants should submit information detailing the hazard, accident history or risk factors. Other relevant information such as the volume and type of traffic which supports the need for the safety improvement should be submitted. Towns should have already examined any alternatives to reduce the safety hazard, other than reconstruction, such as reducing speed limits or installing traffic signs/signals. Any other information concerning safety issues on public facilities in the area such as schools, parks, etc., may be included in the application.

- Reconstruction with heavy vehicle or high-volume traffic - High-priority improvements on roads damaged by or inadequate for high-volume and/or heavy traffic. Projects must be designed and completed to the appropriate improvement standard, and must include an adequate base, after accounting for current and anticipated traffic weight and volume. Relevant documentation included with the application should include traffic volumes and types, including the roadway's service to any new and expanding livestock or other agricultural facilities, forestry and existing or anticipated freight routes. The application should identify proximity to public facilities and/or population or economic centers. A traffic study may be useful, but is not required.
- Reconstruction with typical traffic - Supplemental information should provide an explanation of the reconstruction. Any information that distinguishes the project from a routine surface improvement project is appropriate. For example, what type of reconstruction will be done? If drainage is included, how will it be improved as part of the project?
- Multi-jurisdictional Projects - Joint projects between jurisdictions (towns working in cooperation with other towns, villages, cities, or the county). These projects may include town line roads, multiple intersections with county roads, or joint line roads between cities and villages with towns. However, TRID funds are available only to towns. It is necessary to select and identify on the application which town will be the project recipient for the project.

Other factors that merit consideration include:

- Economic or job development in the area.
- A possible jurisdictional transfer between the town and county.
- Distinct characteristics of the road, such as tourist sites, historic sites or any other factors that will make the project unique.

Changes and Substitutions to TRID projects

Changes and substitutions are not allowed for TRID projects. Project applicants compete for discretionary funds on a statewide basis, and projects are selected for recommendation by the STRIDC and approved by the WisDOT Secretary based on information provided in the applications. If the project applicant is unable to complete the project as it was approved by the STRIDC, the funds will be returned to the appropriation for statewide competition in the next biennium.

MSID OVERVIEW

The Municipal Street Improvement Discretionary program (MSID) targets high cost municipal street improvement projects that have a total project cost of \$250,000 or more pursuant to [s. 86.31\(3r\), Wis. Stats.](#) The discretionary program continues to provide a statewide opportunity for significant, high-priority municipal street improvements.

Eligibility

Program eligibility criteria considerations:

- City and village street improvement projects must meet the general program requirements and address the selection criteria described under the MSID Selection Criteria section to be eligible for consideration under this program.
- Discretionary projects must be included in the city or village Improvement Plan (minimum of five years) pursuant to [ch. Trans 206.04 \(1\)](#).
- It is important to correctly identify the improvement type on the application. Because project applicants compete for discretionary funds on a statewide basis and projects are selected for

recommendation by SMSIDC based upon information provided in the application, substitutions and changes are not permitted. If the project applicant is unable to complete the discretionary project as approved by the committee, the funds will be returned to the MSID component and used for statewide competition in the next biennium.

- An Engineer's Certification is required at reimbursement for all discretionary projects.
- Applications for either resurfacing or purchase of HMA only (including warm mix asphalt) projects are discouraged. These projects are unlikely to be recommended by the discretionary committee because they do not fit the selection criteria required of the discretionary program.
- A project is not eligible if LRIP funds are to be used as the local match for federal aid projects or if federal aid funds are to be used as the local match for an LRIP project. However, local match can be provided by a federally recognized American Indian tribe or band using tribal funds pursuant to [s. 86.31\(4\), Wis. Stats.](#)

Note: If the cost of the project is significant enough that it may use most or all of the statewide funding for the biennium, the project is unlikely to be funded.

Application Process

Applications submitted by MSILT communities are forwarded to the CMSIC for review, and then forwarded to the CHC. The MSIGT communities forward applications to the CHC. Discretionary supplemental justification emphasizing the four criteria of safety, reconstruction, high traffic volume, and comprehensive planning must be included with the application. Applications that do not include additional information will be returned. This information is limited to no more than five single-sided 8.5 x 11 size pages, including pictures.

Multiple applications may be submitted from a single county. The CMSIC must assign the ranking (1st choice, 2nd choice, etc.). While the SMSIDC takes this ranking into consideration, their final decision is based on their independent evaluation of the applications.

Notification of projects selected by the SMSIDC committee will not be announced until the WisDOT Secretary approves the recommendations. Until the announcement has been made, program staff is unable to provide information regarding selections or ranking of projects.

MSID Selection Criteria

The SMSIDC consists of six League of Wisconsin Municipalities (LWM) members at large nominated by the LWM and appointed by the WisDOT Secretary. This group convenes to make MSID project recommendations. Nominees to the committee receive a letter from WisDOT confirming their selection. Policy prohibits SMSIDC members from submitting projects during the term of their assignment on the committee. The committee has a goal of fair geographic distribution, but may approve more than one project per county. The committee has a goal to maintain as close to a 50% state/50% local match as possible.

The four criteria established by the committee for MSID selection are listed in order of priority:

- Safety - The highest priority is given to projects that improve safety or correct an existing traffic safety hazard. Applicants should submit information detailing the hazard, accident history or risk factors. Other relevant information, such as the volume and type of traffic that supports the need for the safety improvement should also be submitted. The municipality should have already examined any alternatives to reduce the safety hazard, other than reconstruction, such as reducing speed limits, installing traffic signs/signals. Any other information concerning safety issues on public facilities in the area such as schools, parks, etc., may be included in the application.

- Reconstruction - Supplemental information should provide an explanation of the reconstruction. Any information that distinguishes the project from a routine surface improvement project is appropriate. For example, what type of reconstruction will be done? If drainage is included, how will it be improved as part of the project?
- High Traffic Volume - High-priority improvements on roads damaged by or inadequate for high-volume and/or heavy traffic. Relevant information on traffic volumes and type, proximity to public facilities, the reason the municipal street carries heavy volume, and what population centers the municipal street serves should be included with the application. A traffic study may be useful, but is not required.
- Comprehensive Planning - Considering impacts, projects must, to the extent possible, take into account the type of traffic appropriate to the project design. They should also consider other forms of transportation (i.e., bike, pedestrian, mass transit, airport, and rail). Project applicants should explain how this project contributes to an orderly movement of people “from here to there” and show how this project makes sense, given the traffic movement of the municipality and the available ways for that traffic to move. Why is this project the best solution to the movement of traffic?

Other factors that merit consideration include:

- Economic or job development in the area.
- Possible jurisdictional transfers between the municipality and the county.
- Distinct characteristics of the road, such as tourist sites, historic sites or any other factors that will make the project unique.

Changes and Substitutions to MSID projects

Changes and substitutions are not allowed for MSID projects. Project applicants compete for discretionary funds on a statewide basis, and projects are selected for recommendation by the SMSIDC and approved by the WisDOT Secretary based on information provided in the applications. If the project applicant is unable to complete the project as it was approved by the SMSIDC, the funds will be returned to the appropriation for statewide competition in the next biennium.

PROJECT IMPROVEMENT TYPES

PAVEMENT REPLACEMENT

Means structural improvement to the pavement structure or removal of the total thickness of all existing asphalt and concrete paving layers from an existing roadway and providing a new paved surface without changing the subgrade. It may include restoration of the base aggregate by adding more material before repaving or adding base aggregate open-graded with a drainage system. It generally involves no improvement in capacity or geometrics. Pavement replacement may include some elimination or shielding of roadside obstacles, culvert replacement, signals, pavement marking, signing and intersection improvements. Pavement replacement projects may require additional right-of-way.

RECONDITIONING

Means work in addition to resurfacing. Minor reconditioning includes pavement widening and shoulder paving. Major reconditioning includes improvement of an isolated grade, curve, intersection or sight distance problem to improve safety. Major recondition projects may require additional right-of-way.

RESURFACING

Means placing a new surface on an existing roadway to provide a better all-weather surface, a better riding surface and to extend or renew the pavement life. It includes pavement widening and shoulder paving (without changing the subgrade shoulder points). Generally, it involves no improvement in capacity or geometrics. Resurfacing may include some elimination or shielding of roadside obstacles, culvert replacements, signals, marking, signing and intersection improvements. Usually, no additional right-of-way is required; except possible minor acquisition for drainage and intersection improvements.

RECONSTRUCTION

Means total rebuilding of an existing highway to improve maintainability, safety, geometrics and traffic service. It is accomplished basically on existing alignment and major elements may include flattening of hills and grades, improvement of curves, widening of the roadbed and elimination or shielding of roadside obstacles. Normally, reconstruction will require additional right-of-way. It includes rebuilding both the pavement structure and subgrade. It also includes widening of urban streets to widen lanes or to add parking, bicycle accommodations or auxiliary lanes or adding sidewalks. Removing parking together with pavement replacement is in this category because this increases the traffic carrying capacity of the roadway without actually constructing new through travel lanes.

STRUCTURE

Rehabilitation (repair, restoration or replacement of the components of the existing structure including asphaltic surfacing or concrete overlays, as well as measures taken to correct safety defects) or replacement of an existing bridge.

PURCHASE HOT MIX ASPHALT ONLY (OPTION)

This option means the project recipient will be using their LRIP funds to purchase only the finished asphalt material from the awarded contractor. Paving and other operations will be done outside of the scope of the LRIP project. HMA Only projects must include estimated ineligible costs for material application.

PROJECT COSTS

ELIGIBLE LRIP PROJECT COSTS

- Items that are an integral part of the street and road construction, which may include feasibility studies, design, engineering, grading, base, paving, right-of-way acquisition or other related engineering costs pursuant to [ch. Trans 206.03\(9\)](#).
- The purchase of finished hot mix asphalt including the use of warm mix asphalt under the standard specifications for HMA.
- Cold mix asphalt or the engineered “cold, in-place recycling”, if the engineered process and specifications meet the 10-year design life requirement.
- Hot mix asphalt or the engineered “hot, in place recycling”, if the engineered process and specifications meet the 10-year design life requirement.

INELIGIBLE LRIP PROJECT COSTS

- New roads or improvements to alleys or parking lots, pursuant to [s. 86.31 \(1\)\(f\), Wis. Stats.](#)
- Maintenance costs including patching, single sealcoats, and grading to maintain gravel roads.

- Repairs made to a road considered in good condition due to installation of new or upgraded utilities.
- Utility costs including new installation or alteration of sanitary sewers and connections, storm sewer laterals, water, gas, electric, telephone, police, fire alarm facilities, parking meters, street signs, street lights and similar utilities pursuant to [ch. Trans 206.03\(9\)](#).
- The cost to develop improvement plans (2-year plan for towns, 5-year plan for counties, cities, and villages) pursuant to [ch. Trans 206.03\(9\)](#).
- The cost to advertise the project.
- The cost of the title or other associated fees to purchase real estate.
- The cost of gravel and hauling unless it includes the grading and shaping.
- The use of the local gravel stockpile.
- The cost to purchase cold mix asphalt only.
- The cost of parking lanes and driveway culverts.
- The cost of in-house engineering services.

Note: There may be exceptions to the list of eligible and ineligible improvements. To confirm eligibility, contact your CHC or the LRIP Program Manager.

PROJECT SELECTION COMMITTEES

Once project applications have been submitted to the CHC, the selection process commences as follows:

CHI projects are selected by the **CHC**.

TRI projects are selected by the County Town Road Improvement Committee (**CTRIC**).

MSILT projects are selected by the County Municipal Street Improvement Committee (**CMSIC**).

MSIGT projects are selected by the city or village.

CHID projects are selected by the County Highway Improvement District Committee (**CHIDC**).

TRID projects are reviewed and prioritized by the **CTRIC** and selected by the Statewide Town Road Improvement Discretionary Committee (**STRIDC**).

MSID projects are reviewed and prioritized by the **CMSIC** and selected by the Statewide Municipal Street Improvement Discretionary Committee (**SMSIDC**).

The following sections and [Appendix V](#) contain additional information about each of these committees.

(CTRIC) COUNTY TOWN ROAD IMPROVEMENT COMMITTEE

Each CTRIC will determine project recommendations for their county. The committee consists of no more than five town chairs or designees selected by all town chairs or designees in the county. The CHC may be included on the committee as a non-voting member.

The committee is required to:

- Select a committee chair by October 1, 2019 who will serve for the next 2-year term, pursuant to [ch. Trans 206.06\(1\)\(b\)](#).
- Establish the criteria to be used during the TRI project selection process.

- Recommend TRI projects for funding.
- Ensure TRID applications are reviewed for eligibility, using the criteria for a discretionary project. Prioritize projects if multiple applications have been submitted.
- Submit all selected applications to the CHC via [LRIPWeb](#).

The CTRIC Chair is required to comply with the following requirements by November 1, 2019, pursuant to [ch. Trans 206.06\(2\)](#):

- Inform WisDOT in writing of the name of the committee chair.
- Convene, preside over meetings, and perform administrative functions of the committee.
- Forward the minutes from the committee meeting(s), which identify the chair, members and actions taken by the committee, to the CHC.
- Provide a list of approved applications along with the funding amounts approved by the committee, to the CHC. The total funding amount must be within the county entitlement allocation identified in [Appendix G](#). (The minimum LRIP funding allocation for a new project must be at least \$5,000 and minimum estimated project costs of \$10,000.)
- Ensure the number of applications for submission to WisDOT is within the identified county programming caps (see [Appendix H](#)). The caps represent the number of towns in a county divided by two (plus one if the county has an uneven number of towns).
- Ensure the applications submitted for FY 2020 funding do not exceed more than one-half of the biennial entitlement. The remaining applications must be submitted for FY 2021 funding (will receive State Municipal Project Agreement after July 1, 2020).
- Review TRID applications for eligibility using the criteria for a discretionary project. If the committee forwards multiple applications, the committee must rank them in priority order. Applications without supporting documentation should not be forwarded to WisDOT.
- Forward the TRI and TRID project applications to the CHC.

(CMSIC) COUNTY MUNICIPAL STREET IMPROVEMENT COMMITTEE

Each CMSIC will determine project recommendations for their county. The committee consists of no more than five chief executives or designees of villages and cities in the county. The CHC may be included on the committee as a non-voting member.

The committee is required to:

- Select a committee chair by October 1, 2019 who will serve for the next 2-year term, pursuant to [ch. Trans 206.06\(1\)\(b\)](#).
- Establish the criteria to be used during the MSILT and MSID project selection process.
- Recommend MSILT and MSID projects for funding.
- Ensures MSID applications are reviewed for eligibility, using the criteria for a discretionary project. Prioritize projects if multiple applications have been submitted.

The CMSIC Chair is required to fulfill the following requirements by November 1, 2019, pursuant to [ch. Trans 206.06\(2\)](#):

- Inform WisDOT in writing of the name of the committee chair.
- Convene, preside over meetings, and perform administrative functions of the committee.

- Forward the minutes from the committee meeting(s), which identify the chair, members and actions taken by the committee, to the CHC.
- Provide a list of approved applications along with the funding amounts approved by the committee, to the CHC. The total funding amount must be within the county entitlement allocation identified in [Appendix J](#). (The minimum funding allocation for a new project must be at least \$5,000 and minimum estimated project costs of \$10,000.)
- Ensure the number of MSILT applications for submission to WisDOT is within the identified county programming caps (see [Appendix K](#)). The caps represent the number of cities and villages in a county divided by two (plus one if the county has an uneven number of cities and villages).
- Ensure the applications submitted for FY 2020 funding do not exceed more than one-half of the biennial entitlement. The remaining applications must be submitted for FY 2021 funding (will receive State Municipal Project Agreement after July 1, 2020).
- Ensure review of MSID applications for eligibility, using the criteria for a discretionary project. If the committee forwards multiple applications, the committee must rank in priority order. Applications without supporting documentation should not be forwarded to WisDOT and will be returned.
- Forward the MSILT and MSID project applications to the CHC.

(CHIDC) COUNTY HIGHWAY IMPROVEMENT DISTRICT COMMITTEE

In each Wisconsin County Highway Association (WCHA) district, there must be a County Highway Improvement District Committee (CHIDC). The committee consists of all county highway commissioners within the WCHA district boundaries (see map [Appendix S](#)).

The committee is required to:

- Select a committee chair by October 1, 2019 who will serve for the next two-year term, pursuant to [ch. Trans 206.06\(1\)\(b\)](#).
- Establish criteria to be used during the CHID project selection process.
- Recommend CHID projects for funding.
- Ensure CHID applications are reviewed for eligibility, using the criteria for a discretionary project.
- Review and approve any Cost Effectiveness Findings (CEF) for CHI and CHID projects prior to any work being performed and in the same construction year pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#), (See <http://www.legis.state.wi.us/statutes/Stat0086.pdf>)
- Review and approve requests for substitutions or savings transfers from previous program cycles.

The CHIDC Chair is required to comply with the following requirements by November 1, 2019, pursuant to [ch. Trans 206.06\(2\)](#):

- Inform WisDOT in writing of the name of the committee chair.
- Convene and preside over meetings and perform administrative functions of the committee.
- Forward the minutes from the committee meeting(s), which identify the chair, members and actions taken by the committee, to WisDOT.
- Provide a list of approved applications along with the funding amounts approved by the committee, to WisDOT. The total funding amount must be within the county entitlement allocation identified in [Appendix F](#). (The minimum funding allocation for a new project must be at least \$5,000 and minimum estimated project costs of \$10,000.)

- Ensure the applications submitted for FY 2020 funding do not exceed more than one-half of the biennial entitlement. The remaining applications must be submitted for FY 2021 funding (will receive State Municipal Project Agreement after July 1, 2020).

(STRIDC) STATEWIDE TOWN ROAD IMPROVEMENT DISCRETIONARY COMMITTEE

The STRIDC consists of six Wisconsin Towns Association district directors and six members at large, appointed by the WisDOT Secretary.

- Prior to the committee meeting, members will review each application. The meeting will be scheduled no later than February 2020.
- A STRIDC member may not serve on the committee if a TRID project has been submitted by their town.
- The committee meets, selects a chair, and sets up criteria to evaluate submitted projects. These criteria shall include, safety, reconstruction, traffic volume/type and multi-jurisdictional projects.
- The committee accomplishes a goal of fair geographic distribution by approving no more than one project per county.
- No later than March 1 of each even-numbered year, the committee recommends TRID projects for WisDOT Secretary's approval within the specified funding level.

(SMSIDC) STATEWIDE MUNICIPAL STREET IMPROVEMENT DISCRETIONARY COMMITTEE

The SMSIDC consists of six members of the League of Wisconsin Municipalities appointed by the WisDOT Secretary.

- Prior to the committee meeting, members receive a copy of each application to review from WisDOT. The meeting will be scheduled no later than February 2020.
- A SMSIDC member may not serve on the committee if an MSID project has been submitted by their community.
- The committee meets, selects a chair, and sets up criteria to evaluate submitted projects. These criteria shall include safety, reconstruction, traffic volume/type and multi-jurisdictional projects.
- The committee accomplishes a goal of fair geographic distribution by approving no more than one project per county.
- No later than March 1 of each even-numbered year, the committee recommends MSID projects for the WisDOT Secretary's approval within the specified funding level.

STATE MUNICIPAL PROJECT AGREEMENT (SMA)

Following project approval, the CHC applies the appropriate funding amount and submits the application to WisDOT where it is reviewed for eligibility and an executed State Municipal Project Agreement (SMA) is emailed to the project recipient, the clerk and the CHC. WisDOT's target date to process all approved FY 2020 funded projects is April 1, 2020, and FY 2021 funded projects by July 15, 2020.

Contracts awarded prior to WisDOT approval jeopardize LRIP reimbursement. All modifications to an approved project require WisDOT approval prior to awarding the contract.

EXCEPTION TO STANDARDS

The project recipient must confirm the project is built to appropriate standards or submit a written request for an Exception to Standards ([Appendix M](#)).

The request stating the reason(s) for the exception must be submitted to the WisDOT Local Program Project Engineer located in each regional office for review (refer to [Appendix N](#) for a contact list). Requests are approved at the discretion of the Chief of the Project Services Section in the statewide Bureau of Project Development and this process must be successfully completed prior to any construction. If an Exception to Standards is approved, WisDOT will provide a written notice within 30 days of receipt.

Without a written notice of the approved Exception to Standards from WisDOT, LRIP funds will be withdrawn from the project.

SUNSET POLICY

A funding sunset policy was implemented to ensure the timely use of program funds. All LRIP funds must be used within three biennia. All projects must be completed, contractor(s) paid in full and a Reimbursement Request submitted via the [LRIPWeb application](#) before the June 30th program cycle sunset date.

Projects with funding from multiple program cycles will remain approved but the funding will be reduced as the funding associated with older program cycle(s) sunsets.

Following is a current list of program cycles with the corresponding sunset date:

Program Cycle	Sunset Date
2016-2017	June 30, 2021
2018-2019	June 30, 2023
2020-2021	June 30, 2025

All funds not used by the sunset deadline are returned to the appropriation for redistribution in the next program cycle.

APPROVED PROJECT OPTIONS

The following options for project changes are available during the lifespan of an approved project.

PROJECT CHANGES

Project recipients are only allowed to modify an approved project's proposed improvement, improvement type, termini and LRIP funding amount. The On Route cannot be changed. No changes are allowed to TRID and MSID projects.

PROJECT SUBSTITUTIONS

Project recipients are allowed to substitute the existing On Route to a different On Route. Only one substitution is allowed per project. If the substituted project is not built, funds will be returned to the appropriation for redistribution in the next biennium. No substitutions are allowed for TRID and MSID projects. When performing this action, be aware that the original [sunset date](#) remains with the funds through the lifespan of the project.

TRANSFER OF FUNDS

A project recipient can transfer funds from an existing project to another existing project. Transfer of funds is not allowed for TRID and MSID projects. When performing this action, be aware that the original [sunset date](#) remains with the funds through the lifespan of the project.

FORFEIT OF FUNDS

If project recipients are unable to use the approved funds, forfeited funds can be used by another recipient within the same county to create a new project. Available forfeited funding will be applied by the CHC during the review and approval process. When performing this action, be aware that the original [sunset date](#) remains with the funds through the lifespan of the project.

PROJECT SAVINGS

If a reimbursement request results in project savings of \$3,000 or more, the funds can be reallocated to another project. Project savings less than \$3,000 are automatically used as carryover for the next biennium. A minimum of \$5,000 in LRIP project savings is required to create a new project.

Project savings for TRID or MSID projects may not be transferred to another project. The funds will be carried over to the next biennium.

ADVERTISING AND AWARD

ADVERTISING REQUIREMENTS

- The project recipient must receive a signed copy of the SMA from WisDOT prior to advertising.
- The advertised project must either be built to appropriate standards or have an approved Exception to Standards. Refer to the [Exception to Standards](#) section for more information.
- For help developing bid packages, specifications or advertisements, contact either the CHC, an engineering consultant, or the University of Wisconsin-Madison Transportation Information Center (UW-TIC). The UW-TIC has sample bid documents that can be adapted for individual use. Call Ben Jordan at the UW-TIC at 1-800-442-4615 for more information or sample documents.
- The project must be advertised in a newspaper.
- The program requires a Class 2 notice:
 - ✓ Pursuant to [s. 985.07\(2\), Wis. Stats.](#), “All notices designated as class 2 notices require 2 insertions.”
 - ✓ Pursuant to [s. 985.01\(1m\), Wis. Stats.](#), ““Insertion” when used to indicate the publication of a legal notice more than one time, means once each week for consecutive weeks, the last of which shall be at least one week before the act or event, unless otherwise specified by law.”
- Advertisement done via the internet, telephone, public posting or other means non-compliant with the statutory requirement.
- Pursuant to [ch. Trans 206.02\(17\)](#), an advertisement may pertain either to:
 - 1) An entire specific improvement project.
 - 2) One or more logical phases of a specific improvement including, but not limited to, a feasibility study, design engineering, grading, base, paving, and road finish materials such as hot mix asphalt.

Note: Once an advertisement has been published for either (1) a complete improvement project, or (2) one or more clearly defined, logical phases of a complete improvement project, it is not legally permissible for the project recipient to subsequently further split the advertised phase(s) of work between multiple contractors, due to the inherent violation of the LRIP competitive bid requirement pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#) Award to the lowest bid shall align with the advertised phase(s).

- The advertisement should state that it is an LRIP project.

- The advertisement should identify the location(s) of the project.
- If the county includes local communities in their hot mix or warm mix asphalt paving bid, the bidding documents should specifically identify which project recipient(s) and locations are included in the county contract.

PURCHASE OF HOT MIX ASPHALT (HMA) ONLY

The purchase of Hot Mix Asphalt Only (this may include the purchase of finished warm mix asphalt under the HMA specifications) means the project recipient will be using LRIP funds to purchase ONLY the finished asphalt material from the contractor. All other project costs are ineligible.

- The county may advertise and award a contract for the county and/or the project recipient(s) located within the county for the purchase of hot mix asphalt, provided all of the following requirements are met:
 - ✓ Competitively bid and awarded to the lowest responsible bidder pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#) and [s. 86.31\(2\)\(d\)\(4\), Wis. Stats.](#)
 - ✓ The project recipient pays the private contractor directly.
 - ✓ The county bidding documents specifically identify which project recipient(s) and locations are included in the county contract.
 - ✓ The county provides a copy of the affidavit of publication to the project recipient(s) that includes the dates of publication for reimbursement submittal to WisDOT.
 - ✓ The county provides a copy of the board meeting minutes to the project recipient(s) indicating the award of the contract to the lowest responsible bidder for reimbursement submittal to WisDOT.
- The 10% rule pursuant to [s. 86.31 \(6\)\(h\)\(3\), Wis. Stats.](#), which allows the home county to provide HMA, is not an eligible option for HMA Only projects.
- A county, town, city or village may purchase county manufactured asphalt from another county provided they participate through a competitive bidding process and provide a CEF approved by the local County Highway Improvement District Committee (CHIDC) pursuant to [s. 86.31\(2\)\(d\), Wis. Stats.](#)

AWARD REQUIREMENTS

- The contract must be awarded to the lowest “responsible” bidder pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#) Responsible bidder means a person who is financially responsible and has the capacity and competence to faithfully and responsibly comply with the terms of the public contract.

Note: Negotiated contracts for preliminary engineering (design), feasibility studies and real estate purchases are exempt from this requirement.
- Project recipients should establish guidelines and criteria for selecting bids prior to bid opening. Once established, bids may be deemed not “responsible” based on this criteria. Acceptable reasons for rejection may include bidder qualifications, excessive cost, timing, financial responsibility of the bidder, prior work done by the bidder, or other considerations that may affect the potential project. The reason(s) for rejection should be documented in the meeting minutes.
- The project recipient may readvertise the project if all of the submitted bids are considered not “responsible” or if no bids are received.
- A bid can be deemed as not “responsive” if the contractor modifies the bid from the original specifications. For example, if the specifications are for hot mix asphalt and the bid received is for cold mix asphalt, the project recipient would deem the bid as not “responsive”.

- If the project recipient decides to change the specifications for the project on or after the bid due date and prior to award, the project must be readvertised to allow all bidders an opportunity to provide revised pricing.
- If the county chooses to use their forces and equipment on an LRIP project, refer to the [Cost Effectiveness Finding \(CEF\)](#) section.
- Towns, cities or villages may not use their own work force or equipment on LRIP projects pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#)
- The project recipient is responsible to ensure that the improvement has been built to the specifications identified in the SMA. County road standards are found in [ch. Trans 205](#), "County Trunk Highway Standards" ([Appendix C](#)). Town road standards are found in [ch. Trans 204](#), "Existing Town Road Improvement Standards", ([Appendix D](#)). Municipal street standards are found in the WisDOT Facilities Development Manual (FDM), [Chapter 11-20-1](#) ([Appendix E](#)).
- Counties, towns, cities and villages must abide by all environmental requirements pursuant to [ch. Trans 206](#). Contact information for the Environmental Liaisons at the Wisconsin Department of Natural Resources is included in [Appendix O](#). The liaisons will help scope the project, review the project design and explain pertinent environmental regulations.

CONTRACTING WITH A COUNTY

- A town, city or village that does not receive a responsible bid for an improvement may contract with their county for the improvement. In order for the county to do the work, all bids must have been rejected and considered not "responsible" or not "responsive," pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#):
 - ✓ Except as provided in par. (d), improvements for highway construction projects funded under the program shall be under contracts. Such contracts shall be awarded on the basis of competitive bids and shall be awarded to the lowest responsible bidder.
- A town may award a contract to the county using the 10% rule pursuant to [s. 86.31\(6\)\(h\) Wis. Stats.](#) Subject to [s. 59.52\(30\) Wis. Stats.](#), criteria and procedures for contracting with a county for a town road improvement that includes all of the following:
 - ✓ A requirement that a written and sealed estimate of the cost of the improvement that includes the source of the estimate be prepared prior to the time set for the opening of bids for the improvement and not be opened until after the opening of all bids.
 - ✓ A requirement that all bids may be rejected and the contract awarded to a county for the improvement if the lowest bid exceeds the cost estimate under [s. 86.31\(6\)\(h\)\(1\) Wis. Stats.](#) by at least 10% and the town board notifies the two lowest bidders or, if only one bid was received.
 - ✓ A requirement that the amount of the contract with a county for the improvement be at least 10% below the lowest bid received for the improvement.
 - ✓ A provision that permits rebidding if the amount of the proposed contract with a county for the improvement is less than 10% below the lowest bid received for the improvement.
- A county may not perform work in another county unless one of the following applies:
 - ✓ A part of the project location is in the county doing the work and no part of the project goes beyond the adjacent county.
 - ✓ The project location is, wholly or in part, in a municipality that lies partially within the county doing the work.

REIMBURSEMENT REQUEST PROCESS

Once the project is complete and the contractor(s) have been paid in full, the project recipient should submit a reimbursement request via [LRIPWeb](#). Withstanding any issues, and following WisDOT approval and payment authorization, a project recipient should expect a reimbursement within 30 business days.

The following documentation is required to be submitted with your reimbursement request:

- A signed Affidavit of Publication that identifies the dates of publication, includes a copy of the actual advertisement and is compliant with the [Advertising Requirements](#). Refer to [Appendix Q](#).
- A copy of the board meeting minutes that indicate a list of contractors that provided bids, the bid amounts and the awarded contractor, even if only one bid is received. If the low bidder wasn't awarded the contract, the document should state the reasoning behind the award, based on pre-established guidelines and criteria for selecting bids.
- Contractor payment documentation should include the final invoice and any of the following; a check stub, payment voucher, or board meeting minutes indicating the approved final payment amount.

Note: If the LRIP project is part of a larger project, the documentation provided should indicate the award amount, invoiced amount and payment amount for the LRIP portion of the larger project.

- A stamped [Engineer's Certification](#), if required ([Appendix R](#)).
- An [Exception to Standards](#), if required ([Appendix M](#)).
- A Bicycle and Pedestrian Resolution, if required.
- Department of Natural Resources (DNR) and Wisconsin Historical Society (WHS) permits, if required. Refer to [Appendix O](#) for a listing of the DNR transportation liaison staff.
- If the CHC is submitting a reimbursement request on behalf of a project recipient, complete and upload form [DT2353](#) located on the LRIP webpage, to capture the project recipient's signature.

ENGINEER'S CERTIFICATION

An Engineer's Certification is required if the total eligible costs are greater than \$65,000 pursuant to [s. 86.31\(2\)\(e\), Wis. Stats.](#) As an example, a project with \$5,000 in engineering costs and \$62,000 in construction costs has a total eligible cost of \$67,000, and would require an engineering certification.

The certification must include the signature and stamp of a registered professional engineer, stating that the design, plans, and specifications were assembled with a 10-year design life criteria for the improvement, and that the design and construction were accomplished using current WisDOT specifications pursuant to [ch. Trans 206.03\(10\)\(b\)](#). Refer to [Appendix R](#) for a sample of an Engineer's Certification.

A certification is not a warranty of the performance of the improvement.

COST EFFECTIVENESS FINDING (CEF)

A CEF is required for CHI/CHID projects when the county will be completing a portion of the work with their own forces excluding projects that are Hot Mix Only. The county must demonstrate it is cost-effective for them to do the work and that competitive bidding is used for improvements.

- If the county chooses to use their forces and equipment on the project and complete a Cost Effectiveness Finding (CEF), the county must receive approval from the County Highway Improvement

District Committee (CHIDC) prior to bidding. The county should provide a memo to the CHIDC that includes detailed documentation demonstrating that the work will be cost effective.

- The county must receive approval from the CHIDC on proposed work on the project PRIOR to its being performed.
- In order for the county to receive all of their LRIP funding, they must let to competitive bid an amount at least equal to the CHI or CHID funds allocated and award to the lowest “responsible” bidder. The remaining costs for the county must be at least 50% of the improvement costs.
 - ✓ For example, if the total improvement estimated eligible costs (including work described in the CEF) are \$380,000 and the county LRIP allocation is \$180,000, the county must let a minimum of \$180,000 to contract and the county share is \$200,000.

Right-of-way acquisition, design contracts and in-house engineering may count as part of the costs detailed in the CEF value. The total CEF value plus the contracted amount must be at least twice the LRIP funding amount.

Ineligible costs:

Right-of-way acquisition and design contracts specifically related to projects associated to a CEF, may not be counted toward the **contracted** amount if they are not competitively bid.

Pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#), (See <http://www.legis.state.wi.us/statutes/Stat0086.pdf>)

"Except as provided in par. (d), improvements for highway construction projects funded under the program shall be under contracts. Such contracts shall be awarded on the basis of competitive bids and shall be awarded to the lowest responsible bidder..."

Long-term contracts for asphalt purchases are ineligible. Contracts must be project specific. If an asphalt contract was negotiated three years ago, it is not project specific, and the county will be required to follow the letting process for their current CHI or CHID project.

A CEF is not required if a county is going to perform the work on a HMA Only project and is requesting up to 50% reimbursement of the cost of the HMA Only purchase.

CONTACT INFORMATION

COUNTY HIGHWAY COMMISSIONER

The CHC is an administrative liaison between WisDOT and project recipients within the county, and provides ongoing support throughout the duration of the project. Refer to the [Program Administration](#) section for more information.

LRIP PROGRAM MANAGER

The WisDOT Program Manager is responsible for all program related questions and requests for project changes.

Brad Basten, brad.basten@dot.wi.gov or (608) 266-0775

LRIP CONTRACT SPECIALIST

The Contract Specialist is responsible for all disbursements, including all reimbursement requests.

Joe Schneider, josephj.schneider@dot.wi.gov or (608) 266-9497

Mailing Address: Bureau of Transit, Local Roads, Railroads and Harbors
DTIM Local Roads Improvement Program
P.O. Box 7913
Madison, WI 53707-7913

APPENDIX A WISCONSIN STATUTE 86.31 LOCAL ROADS IMPROVEMENT PROGRAM

Updated 2017–18 Wis. Stats. Published and certified under s. 35.18. July 25, 2019.

15 Updated 17–18 Wis. Stats.

MISCELLANEOUS HIGHWAY PROVISIONS

86.31

any municipality having a population over 2,500 which has submitted its financial report form may amend it prior to May 1 or prior to May 15 if a written request for extension has been received by the department of revenue. Any amendments shall be submitted to the department of revenue. Any county or municipality which desires to amend its financial report form after May 15 shall submit an independent, certified audit to the department of revenue no later than August 15.

(d) Any county or municipality that desires to amend past-year cost reports shall submit an independent, certified audit to the department. Any county or municipality that desires to amend past-year financial report forms shall submit amendments to the department of revenue.

History: 1977 c. 29, § 99.9 c. 34, 221; 1981 c. 20; 1983 a. 27, 192, 405; 1985 a. 29, 332; 1987 a. 27, 1389 a. 167; 1991 a. 39; 1995 a. 216; 1997 a. 106; 1999 a. 9.

86.305 Eligibility for transportation aids. The restriction of access to a street under s. 66.0429 (3) may not affect the eligibility of a city to receive any state transportation aids.

History: 1993 a. 113; 1999 a. 150 s. 672.

86.31 Local roads improvement program. (1) DEFINITIONS. In this section:

(a) “County highway improvement program district” means a group of counties established by the department by rule under sub. (6) (f).

(am) “County highway improvement program district committee” means a committee established by the department by rule under sub. (6) (f) consisting of all of the county highway commissioners from counties within a county highway improvement program district.

(ar) “Entitlement” means the amount of aid made available under sub. (3) for reimbursement within a county for the components specified in sub. (3) (a) 1. to 3.

(b) “Improvement” means a highway construction project with a projected design life of at least 10 years or a feasibility study of a highway construction project with a projected design life of at least 10 years.

(c) “Local roads” means county trunk highways, town roads, or streets under the authority of cities or villages.

(d) “Political subdivision” means a county, city, village or town.

(e) “Program” means the local roads improvement program.

(f) “Street” has the meaning given in s. 340.01 (64).

(2) **ADMINISTRATION.** (a) The department shall administer a local roads improvement program to accelerate the improvement of seriously deteriorating local roads by reimbursing political subdivisions for improvements. The selection of improvements that may be funded under the program shall be performed by officials of each political subdivision, consistent with par. (b) and the requirements of subs. (3), (3g), (3m), and (3r). The department shall notify each county highway commissioner of any deadline that affects eligibility for reimbursement under the program no later than 15 days before such deadline.

(b) Except as provided in par. (d), improvements for highway construction projects funded under the program shall be under contracts. Such contracts shall be awarded on the basis of competitive bids and shall be awarded to the lowest responsible bidder. If a city or village does not receive a responsible bid for an improvement, the city or village may contract with a county for the improvement. Subject to s. 59.52 (30), a town may contract with a county for the improvement subject to the criteria and procedures promulgated as rules under sub. (6) (h).

(c) Improvements consisting of feasibility studies funded under the program may be performed by political subdivisions or the department of transportation, including the making and execution of all contracts.

(d) County trunk highway improvements funded under the program, including the hauling and laying of asphaltic hot mix,

may be performed by county highway departments, subject to the following restrictions:

1m. The county highway department demonstrates that it is cost-effective for it to perform the work and that competitive bidding is to be used for improvements with an estimated total cost at least equal to the total funds allocated for its county trunk highway improvements under the program during the current biennium.

4. Contracts for the purchase of asphaltic hot mix shall be awarded on the basis of competitive sealed bidding.

5. Each county highway improvement program district committee shall do all of the following with respect to any work to be performed by any county highway department within the county highway improvement program district:

a. Review the proposed work and determine that it is cost-effective for the county highway department to perform the work.

b. Approve the proposed work prior to its being performed by the county highway department.

(c) The department of transportation may not require as a condition of reimbursement that the design and construction of any improvement with eligible costs totaling \$65,000 or less be certified by a registered professional engineer.

(h) A double seal coat project on a town road may be funded under the program if it has a projected life of at least 10 years, similar projects in the same geographic area have performed satisfactorily, and the county highway commissioner of the county in which the project is located approves the project's eligibility for funding.

(3) **ENTITLEMENT COMPONENT.** (a) Funds provided under s. 20.395 (2) (fr) shall be distributed under this subsection. For purposes of entitlement, the program shall consist of the following components:

1. County trunk highway improvements.

2. Town road improvements.

3. City and village street improvements.

(b) From the appropriation under s. 20.395 (2) (fr), the department shall allocate funds for entitlement as follows:

1. For county trunk highway improvements, 43 percent.

2. For town road improvements, 28.5 percent.

3. For city and village street improvements, 28.5 percent.

(c) Entitlements for each component under this subsection will be determined by a formula and calculated for each county, except that cities and villages with a population of 20,000 or more shall receive a proportionate share of the entitlement for city and village street improvements for the applicable county. No county may receive less than 0.5 percent of the total funds allocated to counties for county trunk highway improvements under par. (b) 1.

(3g) **COUNTY TRUNK HIGHWAY IMPROVEMENTS — DISCRETIONARY GRANTS.** From the appropriation under s. 20.395 (2) (fr), the department shall allocate \$5,127,000 in fiscal years 2014–15 to 2016–17 and \$5,393,400 in fiscal year 2017–2018 and each fiscal year thereafter, to fund county trunk highway improvements with eligible costs totaling more than \$250,000. The funding of improvements under this subsection is in addition to the allocation of funds for entitlements under sub. (3).

(3m) **TOWN ROAD IMPROVEMENTS — DISCRETIONARY GRANTS.** From the appropriation under s. 20.395 (2) (fr), the department shall allocate \$5,732,500 in fiscal years 2011–12 to 2016–17 and \$5,923,600 in fiscal year 2017–18 and each fiscal year thereafter, to fund town road improvements with eligible costs totaling \$100,000 or more. The funding of improvements under this subsection is in addition to the allocation of funds for entitlements under sub. (3).

(3r) **MUNICIPAL STREET IMPROVEMENTS — DISCRETIONARY GRANTS.** From the appropriation under s. 20.395 (2) (fr), the department shall allocate \$976,500 in fiscal years 2009–10 to 2016–17 and \$3,850,400 in fiscal year 2017–18 and each fiscal year thereafter, to fund municipal street improvement projects

2017–18 Wisconsin Statutes updated through 2019 Wis. Act 8 and through all Supreme Court and Controlled Substances Board Orders filed before and in effect on July 25, 2019. Published and certified under s. 35.18. Changes effective after July 25, 2019, are designated by NOTES. (Published 7–25–19)

having total estimated costs of \$250,000 or more. The funding of improvements under this subsection is in addition to the allocation of funds for entitlements under sub. (3).

(3t) PAYMENTS RELATED TO ENVIRONMENTAL REVIEW OF LOCAL PROJECTS. Notwithstanding limitations on the amount and use of aids provided under this section, or on eligibility requirements for receiving aids under this section, and subject to any applicable interagency agreement between the department of transportation and the department of natural resources, the department of transportation may make a payment in each fiscal year to the department of natural resources to support 3.0 full-time equivalent positions in the department of natural resources related to the environmental review of local transportation projects. Notwithstanding sub. (3), any payment under this subsection shall be made from the appropriation under s. 20.395 (2) (fr) before making any other allocation of funds under sub. (3). After the department of transportation makes the payment under this subsection, the allocation of funds under sub. (3) shall be reduced proportionately to reflect the amount of the payment.

(4) REIMBURSEMENT FOR IMPROVEMENTS. All costs of an improvement funded under this section shall be the responsibility of the political subdivision. At the completion of an improvement, the political subdivision may apply to the department for reimbursement of not more than 50 percent of eligible costs in the manner and form prescribed by the department. Eligible costs for which no reimbursement is made by the department may be paid by the political subdivision from contributions of tribal funds received from federally recognized American Indian tribes or bands in this state.

(5) EXCEPTIONS. Nothing in this section prevents improvements under other highway aid programs if applicable.

(6) RULES. The department shall promulgate rules to implement and administer the program. The rules shall include all of the following:

- (a) Criteria for county administrative responsibilities.
- (b) Reallocation of any uncommitted funds, including a procedure to reallocate uncommitted funds between counties.
- (c) Formulas and procedures for entitlements and reimbursements for each program component under sub. (3) (a) 1. to 3.
- (d) Procedures for reimbursements for county trunk highway improvements under sub. (3g), for town road improvements under sub. (3m) and for municipal street improvements under sub. (3r).
- (e) Procedures for the selection and administration of improvements.
- (f) Procedures for the establishment, administration and operation of county highway improvement program districts and county highway improvement program district committees.
- (g) Specific criteria for making determinations of cost-effectiveness under sub. (2) (d) 5. a. and procedures for review by the department of disputes relating to whether proposed work to be performed by a county highway department is cost-effective for purposes of sub. (2) (d) 5. a.
- (h) Subject to s. 59.52 (30), criteria and procedures for contracting with a county for a town road improvement that includes at least all of the following:

1. A requirement that a written and sealed estimate of the cost of the improvement that includes the source of the estimate be prepared prior to the time set for the opening of bids for the improvement and not be opened until after the opening of all bids.
2. A requirement that all bids may be rejected and the contract awarded to a county for the improvement if the lowest bid exceeds the cost estimate under subd. 1. by at least 10 percent and the town board notifies the 2 lowest bidders or, if only one bid was received, the bidder to provide information on the accuracy of the cost estimate under subd. 1.
3. A requirement that the amount of the contract with a county for the improvement be at least 10 percent below the lowest bid received for the improvement.

4. A provision that permits rebidding if the amount of the proposed contract with a county for the improvement is less than 10 percent below the lowest bid received for the improvement.

(i) Authorization for a political subdivision to apply towards its eligible expenses for which reimbursement is not sought under sub. (4) contributions of tribal funds deriving from any source to the extent allowed under federal law.

History: 1991 a. 39, 269; 1993 a. 16, 437; 1997 a. 27; 1999 a. 9; 2001 a. 16; 2003 a. 33; 2005 a. 25; 2007 a. 20; 2009 a. 28; 2011 a. 32, 257; 2013 a. 49; 2015 a. 55; 2017 a. 59.

Cross-reference: See also ch. Trans 206, Wis. adm. code.

86.312 Local roads for job preservation program. (1) In this section:

(a) "Job" means an employment position providing full-time equivalent employment. "Job" does not include initial training before an employment position begins.

(b) "Local roads" means streets under the authority of cities or villages, county trunk highways or town roads.

(c) "Political subdivision" means any city, village, town or county.

(d) "Population" means the number of inhabitants in the previous year determined by the department of administration under s. 16.96 (2) for purposes of revenue sharing distribution.

(e) "Project" means the development, construction, repair or improvement of a local road.

(2) (a) The department shall administer a local roads for job preservation program to award grants to political subdivisions for any project that the department determines is necessary to support business and retain jobs in the vicinity of the local road. The department may award grants under this section for any costs related to a project, including costs of acquiring rights-of-way, planning, designing, engineering, and constructing a local road. The department may specify the pavement to be used in any project funded under this section for the purpose of enhancing the pavement life and cost-effectiveness of the project.

(b) The department may, upon application, award a grant to any political subdivision under this section for a project if the secretary determines all of the following:

1. That if the project is not completed, the political subdivision could lose a number of jobs equal to or greater than 5 percent of the population of the political subdivision, or that the project is necessary to retain jobs of one or more employer who employs at least 5 percent of the work force residing in the political subdivision.

2. That the political subdivision will provide the local share required under sub. (3).

(3) Each political subdivision that receives a grant under this section shall provide a local contribution toward the costs of the project in an amount equal to at least 20 percent of the cost of the project.

(4) (a) Except as provided in this subsection, grants under this section may be paid from the appropriations under ss. 20.395 (2) (fb) and (fz) and 20.866 (2) (uwz). Notwithstanding par. (b), the department may pay from the appropriation under s. 20.866 (2) (uwz) that portion of a grant that is intended to be used to acquire rights-of-way or to plan, design or engineer a project.

(b) 1. Except as provided in subds. 2. and 3., the portion of any grant awarded under this section for local road construction shall be paid from the appropriation under s. 20.395 (2) (fz).

2. Except as provided in subd. 3., if the portion of any grant awarded under this section for local road construction exceeds the amount of unencumbered funds under s. 20.395 (2) (fz), the department shall pay from the appropriation under s. 20.395 (2) (fb) the amount by which that portion exceeds the unencumbered funds available in the appropriations under s. 20.395 (2) (fz).

3. If the portion of any grant awarded under this section for local road construction exceeds the amount of unencumbered funds under s. 20.395 (2) (fb) and (fz), the department shall pay

APPENDIX B WI CHAPTER TRANS 206 LOCAL ROADS IMPROVEMENT PLAN

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DEPARTMENT OF TRANSPORTATION

Trans 206.02

Chapter Trans 206

LOCAL ROADS IMPROVEMENT PROGRAM

Trans 206.01 Purpose and scope.
 Trans 206.02 Definitions.
 Trans 206.03 Uniform provisions.
 Trans 206.035 Town road improvement discretionary provisions.
 Trans 206.04 Municipal street improvement.

Trans 206.05 County highway improvement.
 Trans 206.06 Town road improvement.
 Trans 206.07 County highway improvement program districts and committees.
 Trans 206.08 Statewide town road improvement discretionary committee.

Trans 206.01 Purpose and scope. The purpose of this chapter is to interpret and administer procedures for assisting in the improvement of deteriorating local highways, streets and roads under s. 86.31 (6), Stats.

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92.

Trans 206.02 Definitions. The words and phrases defined in s. 86.31 (1), Stats., have the same meaning in this chapter unless a different definition is specifically provided. In this chapter:

(1) "Administrative cost" means the county highway commissioner's staff and material costs to perform the county highway commissioner's duties to the county MSI program for cities and villages with a population of 20,000 or less, and the county TRI program, including the cost of conducting bid lettings for MSI projects in cities and villages with a population of 20,000 or less and for TRI projects.

(1m) "Annual allocation" means the annual amount of state funds available under the TRID component of the local roads improvement program to a town to make improvements with total project costs of \$100,000 or more to local town roads.

(2) "Annual entitlement" means the annual amount of state funds available under the local roads improvement program to a county, county town road improvement committee, county municipal street improvement committee, or city or village with a population of 20,000 or more to make improvements to the local roads.

(2m) "Biennial allocation" means the sum of the 2 annual allocations in a state biennium.

(3) "Biennial entitlement" means the sum of the 2 annual entitlements in a state biennium.

(4) "Chief executive" means the town board chairperson, village president, elected mayor or city manager.

(5) "Contract administration" means the preparing of or having plans prepared for the project, acquiring right of way, letting of bids and construction supervision of a local roads improvement program project.

(6) "Cost ceiling" means the maximum amount the state of Wisconsin will pay as its share of the local road improvement project under this chapter.

(7) "County board chairperson" has the meaning specified in s. 59.12, Stats.

(8) "County executive" has the meaning specified in s. 59.17, Stats.

(9) "County highway commissioner" has the meaning specified in s. 83.01, Stats.

(10) "County highway improvement" or "CHI" means the improvement projects on the county trunk system funded by the county highway improvement entitlement component of the local roads improvement program as authorized under s. 86.31 (3), Stats.

(11) "County highway improvement plan" means a county's 5-year plan of improvements to the county trunk system which is

eligible to be funded from the county highway improvement component of the local roads improvement program.

(12) "County highway improvement program district" means a group of counties designated by the secretary of transportation under s. 86.31, Stats., to be a county highway improvement program district.

(13) "County highway improvement program district committee" means a committee consisting of not more than 5 county executives or designees or when there is no office of county executive, county board chairpersons or the chairperson's designee from counties within a county highway improvement district.

(14) "County municipal street improvement committee" or "CMSIC" means a committee of not more than 5 chief executives or designees of cities and villages with a population of less than 20,000 within the county responsible to select MSI projects within the county.

(15) "County town road improvement committee" or "CTRIC" means a committee of not more than 5 town chairpersons or designees from within the county responsible to select TRI projects within the county.

(16) "Department" means the department of transportation.

(17) "Eligible project" means one or more logical phases of a specific improvement including, but not limited to, a feasibility study, design engineering, grading, base, paving, and road finish materials such as hot mix asphalt.

(18) "Feasibility study" means the engineering and environmental studies for a specific section of a local road that will lead to a LRIP improvement project.

(19) "Local roads improvement program" or "LRIP" means the state entitlement program with county trunk highway, town road and municipal street entitlement components as established in s. 86.31, Stats., or the state allocation component separate from the entitlement program as established in s. 86.31 (3m), Stats.

(20) "LRIP project application" means a department of transportation form which describes the projects that may be funded with LRIP entitlements, or LRIP allocations under TRID, in the current state biennium.

(21) "Miles" means the number of miles of roads and streets as determined by the department of transportation under s. 86.302, Stats.

(22) "Municipal street improvement" or "MSI" means the improvement projects on the city and village street system funded by the municipal street improvement entitlement component of the local roads improvement program as authorized under s. 86.31 (3), Stats.

(23) "Municipal street improvement plan" means a city or village's 5-year plan of improvements to the municipal street system eligible to be funded from the municipal street improvement component of the local roads improvement program.

(24) "PASER" means the pavement surface evaluation and rating process developed and taught by the transportation information center at the university of Wisconsin extension, Madison, WI 53706.

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Register March 2012 No. 675

(25) "Population" means the population of a political subdivision as determined in s. 86.33, Stats.

(26) "Project agreement" means a formal agreement between the state and a political subdivision which states the responsibilities of each of the parties to the agreement.

(27) "Recipient" means a county, county town road improvement committee, county municipal street improvement committee, or a city or village with a population of 20,000 or more, or a town under the TRID.

(28) "Secretary" means the secretary of the department of transportation.

(29) "State biennium" means a period from July 1 of every odd-numbered year through June 30 of the next odd-numbered year.

(30) "State fiscal year" means a period from July 1 through June 30.

(31) "Statewide town road improvement discretionary committee" or "STRIDC" means the committee appointed by the secretary responsible to recommend TRID projects for approval by the secretary.

(32) "Town road improvement" or "TRI" means the improvement projects on the town road system funded by the town road improvement entitlement component of the local roads improvement program as authorized under s. 86.31 (3), Stats.

(33) "Town road improvement discretionary" or "TRID" means the improvement projects on the statewide town road system funded by the town road improvement discretionary allocation component of the local roads improvement program as authorized under s. 86.31 (3m), Stats.

(34) "Town road improvement plan" means a town board's 2 or more year plan for improvements to the town road system eligible to be funded from the town road improvement component of the local roads improvement program.

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92; am. (1), (19), (20) and (27), renum. (31) and (32) to be (32) and (34), cr. (1m), (2m), (31) and (33), Register, December, 1994, No. 468, eff. 1-1-95; am. (1), Register, October, 1997, No. 502, eff. 11-1-97; corrections in (7), (8) made under s. 13.92 (4) (b) 7., Stats., Register March 2012 No. 675.

Trans 206.03 Uniform provisions. (1) ENTITLEMENT.

The local roads improvement program is an annual entitlement program for improvements to local roads. Biennially, an entitlement shall be made to each county, each CMSIC and CTRIC and to each city or village whose population is 20,000 or more. Entitlements to the recipient shall be determined as follows:

(a) Municipal street improvement for each CMSIC and for each city or village with a population of 20,000 or more: 50% of each county's, city's or village's, with a population of 20,000 or more, proportionate share of total miles of all city or village streets in the state and 50% of each county's, city's or village's, with a population of 20,000 or more, proportionate share of the total population of all cities and villages in the state.

(b) County highway improvement shall be 60% of each county's proportionate share of the state population and 40% of each county's proportionate share of total county trunk miles of all county trunk miles in the state; except no county's entitlement shall be less than one half of one percent (0.5%) of the total funds allocated to the counties under this chapter.

(c) Town road improvement shall be on each county's proportionate share of town road miles to all town road miles in the state.

(2) OPTION TO ACCUMULATE ENTITLEMENT UNTIL THE SECOND YEAR OF THE BIENNIUM. To permit maximum flexibility in the use of entitlements and use all entitlements in the biennium appropriated, a recipient may:

(a) Use the entitlement in the state fiscal year it is available.

(b) Accrue the annual entitlement until the second year of the state biennium rather than using it in the year it is available.

(c) Request approval, on the LRIP project application form, from the department to use the entire biennial entitlement in the first year of the biennium.

(3) COMMITMENT OF ENTITLEMENT. (a) No later than November 1 of each odd-numbered year, each recipient shall complete the LRIP project application form and send it to the appropriate county highway commissioner.

(b) No later than January 15 of each even-numbered year, the appropriate county highway commissioner shall send the department a copy of each LRIP project application submitted by each recipient in the county.

(c) Upon the approval of each LRIP project application by the department, the estimated cost of the project listed on the LRIP project application form shall be considered committed, and entitlement funds shall be reserved for the political subdivision with an approved LRIP project. A project agreement for each LRIP project shall be executed and received by the department no later than April 1 of the next odd-numbered year. If an executed project agreement is not received by April 1 of the next odd-numbered year, the commitment of state funds shall be withdrawn.

(4) UNCOMMITTED LRIP ENTITLEMENTS. (a) Any entitlements not committed by the recipient by November 1 of each odd-numbered year shall be available for use by other recipients.

(b) The first priority for uncommitted entitlements shall be for use by other recipients within the same county. The county highway commissioner of that county is responsible for determining if the uncommitted entitlement can be used within the county and which recipient will receive it.

(c) The second priority for any uncommitted entitlement that cannot be used within the county shall be for use within the county highway improvement program district. The county highway improvement district committee shall be responsible for determining if uncommitted entitlement can be used within the district and which recipient will receive it.

(d) On July 1 of each odd-numbered year, all uncommitted entitlements from the previous biennium shall be added to the LRIP appropriation for the current biennium and redistributed according to the distribution formula in s. Trans 206.03 (1).

(5) PAYMENT OF PROJECT COSTS. (a) The local roads improvement program is a reimbursement program. The political subdivision where the work is performed shall be responsible for payment of project costs. At the completion of the project, the political subdivision may apply to the department of transportation for reimbursement of eligible costs in accordance with the project agreement. Application for reimbursement shall be on forms prescribed by the department.

(b) If a project is the result of an agreement among more than one recipient, the project agreement shall identify one political subdivision as responsible for initial funding of the project and to whom the state shall reimburse eligible costs.

(6) ELIGIBLE PROJECTS. (a) Any improvement to the county trunk, town road or city or village street system shall be eligible for funding under this chapter provided the political subdivision has complied with the provisions of this chapter.

(b) The county, CTRIC or CMSIC, cities or villages with populations of 20,000 or more, or towns under the TRID, may enter into agreements with counties, other county MSI or TRI committees, other cities or villages with populations of 20,000 or more or towns under the TRID to participate in projects that meet the standards of the local roads improvement program.

(7) DUTIES OF THE COUNTY HIGHWAY COMMISSIONER. The county highway commissioner shall perform the following:

(a) Serve as the administrative contact between the department and all recipients in the county.

(b) No later than January 15 of each even-numbered year, report to the secretary or the secretary's designee, on the form in the manner prescribed by the department, the list of projects to be

developed or constructed under the CHI, TRI, TRID and MSI components of the LRIP in the current state biennium.

(c) Determine if uncommitted entitlements of a recipient in the county can be used by another recipient within the county.

(8) REIMBURSEMENT OF COUNTIES FOR ADMINISTRATIVE COSTS RELATED TO THE CMSIC AND THE CTRIC. (a) Counties shall be reimbursed for the costs of the administrative services provided by the county highway department to that CTRIC and CMSIC.

(b) For the years 1992 through 1995 of the local roads improvement program, 5% of each county's MSI entitlement for cities and villages with a population of less than 20,000 and 5% of each county's TRI entitlement shall be distributed to the county treasurer as reimbursement for the administrative costs of the MSI and TRI.

(c) Beginning with 1996, the percentage of each county's MSI entitlement for cities and villages with a population of less than 20,000 and county's TRI entitlement to be distributed to the county for administrative costs related to the MSI and TRI shall be reviewed with the county highway commissioner and the chairpersons of the county TRI and the MSI committees to determine an appropriate level of reimbursement. The county highway commissioner shall notify the department what percent level of reimbursement was selected as a result of the review. Until such notification is received, the level of reimbursement shall continue at 5%.

(9) ELIGIBLE LRIP PROJECT COSTS. Feasibility studies, design, right-of-way acquisition, any item which is an integral part of street and road construction, and related engineering costs are eligible costs. New installations or alterations of sanitary sewers and connections, water, gas, electric, telephone, police or fire alarm facilities, parking meters, street signs and similar utilities are not eligible costs. The cost to develop each county, municipality or town's improvement plan is not an eligible cost.

(10) CONTRACT ADMINISTRATION. (a) The political subdivision with the eligible project shall be responsible for contract administration of the project. If an eligible project is located in more than one political subdivision, the project agreement shall specify the political subdivision responsible for contract administration.

(b) The design and construction of all eligible projects with eligible costs totaling more than \$50,000 under this chapter shall be certified by a registered professional engineer.

(11) FINANCIAL PARTICIPATION. (a) The state shall provide a maximum of 50% of the total eligible project cost up to the cost ceiling specified in the project agreement. The remainder of the cost shall be provided by the political subdivision where the work is performed.

(b) The political subdivision's share may be in the form of cash, engineering or right of way.

(c) No entitlement shall be used as the local match for federal aid projects.

(d) No federal aid funds shall be used as the local match for an eligible project.

(12) PROJECT AGREEMENT. (a) Each eligible project which is funded under this chapter shall be the subject of a formal agreement between the political subdivision and the department. The secretary or the secretary's designee shall sign the project agreement for the department. The secretary or the secretary designee's signature on the project agreement shall be the official acceptance of the terms of the agreement. When the project agreement is between the state and a county, the county executive or designee, or when there is no office of county executive, the county board chairperson or designee shall sign the project agreement for the county. When the project agreement is between the state and a town, village or city, the chief executive or designee of the political subdivision shall sign the project agreement for the political subdivision.

(b) Each project agreement must be signed by the department no later than April 1 of each odd-numbered year.

(c) The project agreement shall include, but is not limited to, the following items of information:

1. Name of the signatory political subdivision or, in the case of a joint project, the project agreement shall include the names of all the political subdivisions and county MSI or TRI committees participating in the project.

2. Statement of need for the project.

3. Description of the proposed work as approved by the CTRIC, STRIDC or CMSIC where appropriate and the intended construction year.

4. Cost estimate of the work.

5. Description of the cost participation of each party to the agreement, including the amount of the cost ceiling for preliminary engineering, real estate acquisition and construction.

6. Description of all special provisions and considerations that apply to the proposed project.

7. Signed statement by the county executive or designee, or when there is no office of county executive, the county board chairperson or designee, town, city or village's chief executive or designee certifying that the work will be done in accordance with all federal, state and local laws, rules, ordinances and standards.

8. A statement that the department will only participate in eligible construction projects which are actually constructed to the appropriate standards described in this chapter. The entire cost of construction projects not constructed, or not constructed to standards, is the responsibility of the political subdivision.

9. A statement that the political subdivision with the eligible project assumes all responsibility for complying with all germane environmental requirements for the improvement, and certifies that an environmental analysis was completed and that all applicable environmental laws were followed.

(13) EXCEPTION TO STANDARDS. (a) The secretary or the secretary's designee may authorize deviation from the standards in special cases in which strict application of the standards is impractical and deviation is not contrary to the public interest and safety, and in the case of eligible county projects is not contrary to the intent of s. 84.01 (9) (b), Stats.

(b) Any deviation in the standards shall be approved in writing by the secretary or the secretary's designee before any reimbursement payments are made.

(14) PROJECT SUBSTITUTION. When a recipient informs the department that an eligible project for which a CHI, TRI or MSI project agreement has been executed cannot be built, that recipient shall have the option of substituting another eligible project that can be constructed in the same time period. The parties shall then void the original project agreement and execute a new project agreement for the substitute project. This subsection does not apply to recipients of TRID allocations.

(15) DUTIES OF DOT. The department shall perform the following:

(a) Compute the annual and biennial entitlement for each county, each CMSIC and CTRIC and for each city or village with a population of 20,000 or more.

(b) Inform, by September 1 of each odd-numbered year, each county, each CTRIC and CMSIC, and the chief executive of each city or village with a population of 20,000 or more of their biennial entitlement by state fiscal year for the current state biennium.

(c) Maintain a financial record of each project agreement and any other information the department deems necessary.

(d) Review a sufficient number of projects to ensure that the program is functioning according to applicable state laws and rules.

(e) Encumber state funds for all approved project agreements.

(f) Prepare, by June 30 of each odd-numbered year, a report listing all completed projects under the local roads improvement program.

(g) Determine if proposed projects meet the criteria of this chapter.

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92; am. (6) (b), (7) (b) and (14), Register, December, 1994, No. 468, eff. 1-1-95; the correction in (12) (c) 8, made under s. 13.93 (2m) (b) 12., Stats., Register, August, 1996, No. 488; am. (12) (c) 3., Register, October, 1997, No. 502, eff. 11-1-97.

Trans 206.035 Town road improvement discretionary provisions. (1) **ALLOCATION.** The TRID is an annual allocation for improvements to town roads in excess of \$100,000 total project cost. Biennially, selected allocations shall be made to towns. Allocations to the recipient shall be recommended by the STRIDC and approved by the secretary.

(2) Option to accumulate allocation until the second year of the biennium. To permit maximum flexibility in the use of allocations and use all allocations in the biennium appropriated, a recipient may:

(a) Use the allocation in the state fiscal year it is available.

(b) Accrue the annual allocation until the second year of the state biennium rather than using it in the year it is available.

(c) Request approval, on the LRIP project application form, from the department to use the entire biennial allocation in the first year of the biennium.

(3) **COMMITMENT OF ALLOCATION.** (a) No later than November 1 of each odd-numbered year, each applicant shall complete the LRIP project application form and send it to the appropriate county highway commissioner.

(b) No later than January 15 of each even-numbered year, the appropriate county highway commissioner shall send the department a copy of each LRIP project application submitted by each applicant in the county.

(c) Upon the approval of each LRIP project application by the department, the estimated cost of the project listed on the LRIP project application form shall be committed, and allocated funds shall be reserved for the political subdivision with an approved LRIP project. A project agreement for each LRIP project shall be executed and received by the department no later than April 1 of the next odd-numbered year. If an executed project agreement is not received by April 1 of the next odd-numbered year, the commitment of state funds shall be withdrawn.

(4) **UNCOMMITTED TRID ALLOCATIONS.** On July 1 of each odd-numbered year, all uncommitted allocations from the previous biennium shall be added to the TRID appropriation for the current biennium.

History: Cr. Register, December, 1994, No. 468, eff. 1-1-95.

Trans 206.04 Municipal street improvement.

(1) **DUTIES OF ALL CITIES AND VILLAGES.** Each city and village shall establish and maintain a 5-year municipal street improvement plan which identifies projects eligible to be funded under the MSI entitlement. The plan shall be based on sound traffic and pavement management principles. It shall include a priority list of needs and a 5-year schedule of improvements.

(2) **COUNTY MUNICIPAL STREET IMPROVEMENT COMMITTEES (CITIES AND VILLAGES WITH POPULATIONS OF LESS THAN 20,000).** (a) In each county there shall be a county municipal street improvement committee to select city and village street improvement projects for the municipal street improvement component of the local roads improvement program. The CMSIC shall consist of not more than 5 chief executives or designees of villages and cities in the county with populations of less than 20,000. The committee shall be selected by all the chief executives or designees of all the villages and cities in the county with a population of less than 20,000. The committee shall select a chairperson from its members.

(b) The selection of the CMSIC shall occur biennially, in the odd-numbered years, not later than October 1. The term of office for each county municipal street improvement committee member shall be 2 years, and shall be from October 1 of the current odd-numbered year to September 30 of the next odd-numbered year.

(c) In addition to the village or city chief executive committee members, each CMSIC may include as a non-voting member the county highway commissioner.

(3) **DUTIES OF THE CMSIC.** Each CMSIC committee shall perform the following:

(a) Send, no later than November 1 of each odd-numbered year, each LRIP project application form listing of all MSI projects planned for the current state biennium to the county highway commissioner.

(b) Determine, in a case where a proposed project under agreement cannot be built within the specified time frame, whether a substitute project should be put under agreement.

(c) Determine whether to enter into joint agreements with other recipients.

(4) **SELECTION AND DUTIES OF THE CHAIRPERSON OF THE CMSIC.** The chairperson of the CMSIC shall be selected by the members of the CMSIC no later than November 1 of each odd-numbered year. The duties of the chairperson shall include, but are not limited to, the following:

(a) Inform, by November 1 of each odd-numbered year, the secretary, in writing, of the name of the chairperson of the CMSIC.

(b) Convene the CMSIC when necessary.

(c) Preside over meetings of the CMSIC and perform all administrative duties required of the chairperson.

(5) **DUTIES OF A CITY OR VILLAGE WITH A POPULATION OF LESS THAN 20,000 WITH A MSI PROJECT.** Each city or village with a population of less than 20,000 with a MSI project shall perform the following:

(a) Execute, no later than April 1 of each odd-numbered year, an approved project agreement for each MSI project awarded to the city or village.

(b) Prepare all documents necessary to letting the LRIP project to competitive bid.

(c) Certify through the city or village's chief executive, at the time the city or village requests reimbursement, that the work funded under the municipal street improvement program entitlement was performed in accordance with all applicable federal, state and local laws, rules, ordinances and standards.

(6) **DUTIES OF CITIES OR VILLAGES WITH A POPULATION OF 20,000 OR MORE.** Each city or village with a population of 20,000 or more shall perform the following:

(a) Administer the LRIP entitlement in accordance with this chapter.

(b) Send, no later than November 1 of each odd-numbered year, the LRIP project application form, listing all MSI projects planned for the current state biennium to the county highway commissioner.

(c) Prepare all documents necessary to letting the LRIP project to competitive bid.

(d) Execute, no later than April 1 of each odd-numbered year, an approved project agreement for each MSI project.

(e) Certify through the city or village's chief executive, at the time the city or village requests reimbursement, that the work funded under the municipal street improvement program entitlement was performed in accordance with all applicable federal, state and local laws, rules, ordinances and standards.

(7) **CITIES OR VILLAGES IN MORE THAN ONE COUNTY.** (a) 1. Each city or village with a population of less than 20,000 and whose corporate limits extend into more than one county, shall select by September 1, 1992, which CMSIC it wishes to join. By

September 1, 1992, the city or village shall notify, in writing, the secretary and all the affected CMSICs and county highway commissioners, which CMSIC it will join.

2. Any city or village with a population less than 20,000 not selecting a CMSIC by September 15, 1992, shall be assigned to a CMSIC by the secretary.

(b) 1. Each city and village with a population of 20,000 or more and whose corporate limits extend into more than one county shall select by September 1, 1992, which county it wishes any of its uncommitted entitlement to be assigned. By September 1, 1992, the city or village shall notify, in writing, the secretary and all the affected county highway commissioners, which county it wishes to assign its uncommitted entitlement.

2. Any city or village with a population of 20,000 or more not selecting a county by September 15, 1992, shall be assigned to a county by the secretary.

(8) DUTIES OF THE COUNTY HIGHWAY COMMISSIONER. Each county highway commissioner shall perform the following:

(a) Convene and preside over the initial meeting of all the chief executives of villages and cities with populations of less than 20,000, to select the membership and chairperson of the CMSIC.

(b) Conduct contract lettings for the city or village with municipal street improvement projects upon the request of the city or village.

(9) STANDARDS. All municipal street improvement projects funded under this chapter shall be designed and constructed using the state standards as described in the department's facility development manual procedure 11-20-1 except as provided in s. Trans 206.03 (13).

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92.

Trans 206.05 County highway improvement.

(1) DUTIES OF THE COUNTY EXECUTIVE. Each county executive or designee, or where there is no office of county executive, the county board chairperson or the chairperson's designee shall perform the following:

(a) Establish and maintain a 5-year program of county trunk improvement projects eligible to be funded from the county highway improvement entitlement of the local roads improvement program. It shall include a priority list of needs and a 5-year schedule of improvements.

(b) Send, no later than January 15 of each even-numbered year, to the department the LRIP project application form listing the CHI projects planned in the current state biennium.

(c) Execute, no later than April 1 of each odd-numbered year, an approved project agreement for each project that will be constructed in the current state biennium as a county highway improvement project.

(d) Certify that the county trunk improvement projects selected meet the eligibility requirements of this chapter.

(e) Determine in a case where a proposed project under agreement cannot be built in the specified time frame, whether a substitute project should be put under agreement.

(f) Determine whether to enter into agreements with other recipients of the local roads improvements to jointly fund eligible local road improvement projects.

(2) STANDARDS. All county trunk improvement projects funded under this chapter shall be designed and constructed according to standards in ch. Trans 205 except as provided in s. Trans 206.03 (13).

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92.

Trans 206.06 Town road improvement.

(1) COUNTY TOWN ROAD IMPROVEMENT COMMITTEES. (a) In each county, there shall be a town road improvement committee that shall select improvement projects for the town road improvement component of local roads improvement program in the county.

(b) The CTRIC shall consist of no more than 5 town chairpersons or designees selected by all the town chairpersons or designees in the county, one of whom shall be designated as chairperson by the committee. The selection of each CTRIC shall occur biennially, in the odd-numbered years, not later than October 1. The term of office for each CTRIC member shall be 2 years, and shall be from October 1 of the current odd-numbered year to September 30 of the next odd-numbered year.

(c) In addition to the town chairperson members, each CTRIC may include as a non-voting member the county highway commissioner.

(2) DUTIES OF THE COUNTY TRI COMMITTEE. Each CTRIC shall perform the following:

(a) Submit, no later than November 1 of each odd-numbered year, to the county highway commissioner the LRIP project application form listing of TRI projects planned, and TRID project applications prioritized for the current state biennium.

(b) Determine in the case where a proposed TRI project under agreement cannot be built within the specified time frame whether a substitute TRI project should be put under agreement.

(c) Determine whether to enter into agreements with other recipients of the local roads improvement for the joint funding of eligible local roads improvement projects.

(3) SELECTION AND DUTIES OF THE CHAIRPERSON OF THE CTRIC. The chairperson of the CTRIC shall be selected by the members of the CTRIC no later than November 1 of each odd-numbered year. The duties of the chairperson shall include, but are not limited to, the following:

(a) Notify, no later than November 1 of each odd-numbered year, the secretary of the name of the chairperson of the CTRIC.

(b) Convene the CTRIC when necessary.

(c) Preside over the CTRIC and perform all administrative duties required of the chairperson.

(4) DUTIES OF THE TOWNS. Each town participating in TRI and TRID shall establish and maintain as a minimum, a 2-year plan of improvements to the town roads eligible to be funded under the TRI and TRID components. The plan shall be based on sound engineering and management principles and life cycle cost criteria such as, but not limited to, the PASER program model. It shall include a priority list of needs and a 2-year schedule of improvements.

(5) DUTIES OF TOWNS WITH A TRI OR TRID PROJECT. Towns with a TRI or TRID project shall perform the following:

(a) Execute, no later than April 1 of each odd-numbered year, an approved project agreement for each TRI project awarded to the town by the CTRIC or TRID project awarded to the town by the department.

(b) Prepare all necessary documents to let the LRIP project to competitive bid.

(c) Certify, by the town chairperson, at the time reimbursement is requested that the work was performed in accordance with all applicable federal, state and local laws, rules, ordinances and standards.

(6) DUTIES OF THE COUNTY HIGHWAY COMMISSIONER. The county highway commissioner shall perform the following:

(a) Convene and preside over the initial meeting of all town chairpersons to select the membership and chairperson of the town road improvement program committee.

(b) Conduct contract lettings for a town with a TRI or TRID project upon the request of the town.

(7) STANDARDS. All town road improvement projects funded under this chapter shall be designed and constructed using the state town road standards as described in ch. Trans 204, except as provided in s. Trans 206.03 (13).

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92; am. (2) (a) and (b), (4), (5) (intro.), (a), (6) (b), Register, December, 1994, No. 468, eff. 1-1-95.

Trans 206.07 County highway improvement program districts and committees. (1) COUNTY HIGHWAY IMPROVEMENT PROGRAM DISTRICT COMMITTEES. In each county highway improvement program district, there shall be a county highway improvement program district committee. The committee shall consist of no more than 5 county executives or the county executive's designee or when there is no office of county executive, county board chairpersons or the chairpersons' designees from counties in the district. The committee shall be chosen by all the county executives or the executive's designee or when there is no office of county executive, the county board chairperson or the chairperson's designee in the district. The committee members shall serve 2-year terms beginning October 1 of the odd-numbered years and ending September 30 of the next odd-numbered year. The secretary or designee shall serve as a non-voting member of each county highway improvement program district committee.

(2) DUTIES OF THE COUNTY HIGHWAY IMPROVEMENT DISTRICT COMMITTEE. The county highway improvement district committee shall perform the following:

(a) Establish criteria for the selection of CHI projects to be funded from uncommitted entitlements of member counties.

(b) Select, no later than January 15 of each even-numbered year, CHI projects to be funded from uncommitted entitlements from within the district from the member counties CHI project lists.

(c) Select, no later than October 1 of the odd-numbered years, the committee chairperson for the next 2 years.

(3) SELECTION AND DUTIES OF THE CHAIRPERSON OF THE COUNTY HIGHWAY IMPROVEMENT PROGRAM DISTRICT. (a) The chairperson of the county highway improvement program district committee shall be selected from the district committee members.

(b) Selection shall occur by October 1 of each odd-numbered year.

(c) The chairperson shall perform the following:

1. Preside over the meetings of the committee.
2. Convene a meeting of the committee as needed.

3. Convene and preside over a meeting of all county executives or county executives' designees or when there is no office of county executive county board chairpersons or the chairpersons' designees in the district, no later than October 1 of each odd-numbered year, for the purpose of selecting committee members and a chairperson for the next 2-year period.

(d) Inform in writing, no later than November 1 of each odd-numbered year, the secretary and all county executives or the county executives' designees or when there is no office of county

executive, county board chairpersons or the chairpersons' designees in the district of the committee membership.

(e) Inform the secretary and all county executives or county executives' designees or when there is no office of county executive, county board chairpersons or the chairpersons' designees in the district, no later than January 15 of each even-numbered year, of the committee's selection of projects in the district to be funded with the uncommitted entitlements of counties CMSIC, CTRIC, and municipalities with a population of less than 20,000 in the district.

(4) ELIGIBLE PROJECTS. Any improvement to the county trunk system in any of the counties within the county highway improvement program district is an eligible project, provided the county has complied with the provisions of the chapter pertaining to the county highway improvement component.

(5) SELECTED PROJECTS. A county trunk improvement project selected for funding under this chapter shall be constructed under the provisions of s. Trans 206.05. The county executive or county executive's designee or when there is no office of county executive the county board chairperson or county board chairperson's designee from the county of the selected project shall be responsible for the development and construction of the project and the certification that the project constructed complies with the provisions of the county highway improvement component.

Note: Forms can be obtained from the Wisconsin Department of Transportation, Division of Highways, P.O. Box 7916, Madison, WI 53707-7916.

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92.

Trans 206.08 Statewide town road improvement discretionary committee. (1) There shall be one STRIDC.

The committee shall consist of members appointed by the secretary and have geographically balanced representation. The committee members shall serve 2-year terms beginning October 1 of the odd-numbered years and ending September 30 of the next odd-numbered year. The secretary or designee shall serve as a non-voting member of each statewide town road improvement discretionary committee.

(2) The statewide town road improvement discretionary committee shall perform the following duties:

(a) Establish criteria for the selection of TRID projects. These criteria shall include, but are not limited to, safety, reconstruction, traffic volume and type, and multi-jurisdictional projects.

(b) Select, no later than March 1 of each even-numbered year, TRID projects to be funded statewide.

(c) Select, no later than December 1 of the odd-numbered years, the committee chairperson for the next 2 years.

History: Cr. Register, December, 1994, No. 468, eff. 1-1-95.

APPENDIX C WI CHAPTER TRANS 205 COUNTY TRUNK HIGHWAY STANDARDS

Published under s. 35.93, Wis. Stats., by the Legislative Reference Bureau.

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DEPARTMENT OF TRANSPORTATION

Trans 205.03

Chapter Trans 205

COUNTY TRUNK HIGHWAY STANDARDS

Trans 205.01 Purpose.
Trans 205.02 Definitions.
Trans 205.03 County trunk highway standards.

Trans 205.035 Use of alternative "3R" standards.
Trans 205.04 Exceptions to design standards.
Trans 205.05 Project review.

Note: Chapter Hy 34 as it existed on December 31, 1986 was repealed and a new chapter Trans 205 was created effective January 1, 1987.

Trans 205.01 Purpose. (1) Pursuant to s. 84.01 (9) (b), Stats., the department of transportation adopts these rules relating to projects for constructing or reconstructing and relating to processes incidental to building, fabricating or bettering a county trunk highway, but not relating to maintenance of a county trunk highway. Maintenance includes all those measures and activities necessary to preserve a highway, as nearly as possible, in the condition of its construction. Maintenance generally involves no change in horizontal alignment, roadway widths or grade.

(2) Any county trunk highway improvement project, on which construction is started after January 1, 1987, shall follow this chapter.

History: Cr. Register, December, 1986, No. 372, eff. 1-1-87.

Trans 205.02 Definitions. As used in this chapter:

(1) "Average daily traffic" or "ADT" means the average 24-hour traffic volume during a stated period divided by the number of days in that stated period; unless otherwise specified, the stated period is one year.

(2) "Bridge design load" means the maximum vehicle loading that a bridge is designed to accommodate without exceeding the allowable working capacity of any structural member or group or system of structural members.

(3) "Design speed" means the maximum safe speed that can be maintained over a specified section of highway when conditions are so favorable that the design features of the highway govern.

(5) "Functional classification" has the meaning set forth in ch. Trans 76.

Note: Chapter Trans 76 was repealed.

(6) "HS20" has the meaning set forth in the American association of state highway and transportation officials (AASHTO) standard specifications for highway bridges, 13th edition 1983, as amended by interim specifications—bridges 1984 and 1985, published by AASHTO.

Note: The AASHTO standard specifications for highway bridges are available from AASHTO, 444 North Capitol Street, N.W., Washington, D.C. 20001. Copies of the relevant portion of the AASHTO standard are on file at the offices of the department of transportation, secretary of state, and legislative reference bureau.

(6m) "Region director" means a Wisconsin department of transportation, division of transportation system development, region office director.

Note: The department of transportation region offices and addresses are as follows:

Northwest Region	Superior	1701 N. Fourth Street	Superior 54880
	Eau Claire	718 W. Clairemont Avenue	Eau Claire 54701
North Central Region	Rhinelander	510 N. Hanson Lake Road	Rhinelander 54501

	Wisconsin Rapids	1681 Second Avenue S.	Wisconsin Rapids 54495
Northeast Region	Green Bay	944 Vanderpennen Way	Green Bay 54304
Southwest Region	Madison	2101 Wright Street	Madison 53704
	LaCrosse	3550 Mormon Coulee Road	LaCrosse 54601
Southeast Region	Waukesha	141 NW Barstow Street	Waukesha 53188

(7) "Regional engineer" means a Wisconsin department of transportation division of highways central office design chief road design engineer.

(8) "Rehabilitation" means replacing a major structural element of an existing highway to extend its service life for a substantial period of years and to enhance safety.

(9) "Restoration" means returning an existing highway to an acceptable condition to extend its service life for a substantial period of years and to enhance safety.

(10) "Resurfacing" means installing new or additional layers of surfacing on existing highway pavement to extend its service life for a substantial period of years and to enhance safety.

(11) "Roadway" means the portion of a highway, including shoulders, for vehicular use.

Note: Under this definition, a divided highway has 2 or more roadways.

(12) "Shoulder" means that portion of a roadway that is contiguous to the traveled way and is used primarily for vehicle stopping in an emergency.

(13) "Traveled way" means the portion of the roadway designed for movement of vehicles, exclusive of the shoulders.

History: Cr. Register, December, 1986, No. 372, eff. 1-1-87; renum. (7) to (9) to be (11) to (13), cr. (7) to (10), Register, February, 1992, No. 434, eff. 3-1-92; correction in (4) made under s. 13.92 (4) (b) 6, Stats., and renum. (4) to (6m) under s. 13.92 (4) (b) 1, Stats., Register February 2013 No. 686.

Trans 205.03 County trunk highway standards.

(1) The design standards for urban county trunk highway improvement projects shall conform with the applicable department of transportation criteria, and, if applicable, with the federal criteria for the class of highway involved. The minimum design standards for rural county trunk highway improvement projects shall be as set forth below for each of the rural county trunk highway functional classifications. The functional classification for a particular rural county trunk highway segment shall be that shown for the segment on the most current department of transportation rural functional system map prepared under ch. Trans 76 for local transportation aids purposes or, if applicable, on the most current federal aid system map.

Note: Chapter Trans 76 was repealed.

(2) The rural county trunk highway minimum design standards for each of the rural county trunk highway functional classifications are as shown in the following tables:

TABLE (a) – ARTERIALS*

TRAFFIC VOLUME		ROADWAY WIDTH DIMENSIONS IN FEET				BRIDGES***	
Design Class	Design ADT	Design Speed MPH	Traveled Way	Shoulder	Roadway	Design Load	Clear Roadway Width in Feet
A1	Under 3500	60**	24	6	36	HS20	36
A2	3500–7000	60	24	10	44	HS20	44
A3	Over 7000	65	24(2)	6 Left / 10 Right	40(2)	HS20	40

*Minimum design standards for sight distance, horizontal alignment and vertical alignment shall conform with applicable department of transportation criteria.

**For design class A1 the desirable design speed is 60 mph, but a minimum design speed of 55 mph is acceptable.

***The full width of bridge approach roadways shall continue across all new bridges, except when a bridge is a major structure on which design dimensions are subject to individual economic studies because of high unit cost.

TABLE (b) – COLLECTOR*

TRAFFIC VOLUME		ROADWAY WIDTH DIMENSIONS IN FEET**					BRIDGES	
Design Class	Current ADT	Design ADT	Design Speed MPH	Traveled Way	Shoulder	Roadway	Design Load	Clear Roadway Width in Feet
C1	0-400		40	22-24	2-4	26-32	HS20	26-30
C2	400-750	Under 1500	50	22-24	6	34-36	HS20	28-30
C3		1500-3500	55	24	6	36	HS20	32-34***
C4		Over 3500	60	24	8	40	HS20	40***

*Minimum design standards for sight distance, horizontal alignment, and vertical alignment shall conform to the applicable department of transportation criteria.

**Where a range of widths is shown, the smaller number is the minimum width and the larger number is the maximum width eligible for federal or state project participation.

***Bridges in design classes C3 or C4 having a total length over 100 feet may be designed with a clear roadway width of 30 feet.

TABLE (c) – LOCAL*

TRAFFIC VOLUME		ROADWAY WIDTH DIMENSIONS IN FEET**				BRIDGES		
Design Class	Current ADT	Design ADT	Design Speed MPH	Traveled Way	Shoulder	Roadway	Design Load	Clear Roadway Width in Feet
L1	0–250		40	20–22	2–4	24–30	HS20	24–28
L2	250–400		40	22	2–4	26–30	HS20	26–30
L3	400–750	Under 1500	50	22–24	6	34–36	HS20	28–30
L4		1500–3500	55	24	6	36	HS20	30–34***
L5		Over 3500	60	24	8	40	HS20	40***

**Minimum design standards for sight distance, horizontal alignment and vertical alignment shall conform with applicable department of transportation criteria.

**Where a range of widths is shown, the smaller number is the minimum width and the larger number is the maximum width eligible for federal or state project participation.

***Bridges in design class L4 or L5 having a total length over 100 feet may be designed with a clear width of 30 feet.

History: Cr. Register, December, 1986, No. 372, eff. 1-1-87.

Trans 205.035 Use of alternative "3R" standards.

(1) The standards in s. Trans 205.03 shall be used for all county trunk highway improvement projects, unless a region director expressly authorizes, in writing, the use of the department's "Design Criteria for Resurfacing, Restoration, and Rehabilitation Projects," also known as "3R" standards, for a resurfacing, restoration, or rehabilitation project on an existing highway located in his or her region.

Note: Examples of improvement projects which may be appropriate for "3R" standards include: resurfacing highway pavement; grinding and repaving pavement joints; replacing or recycling pavement; widening lanes and shoulders; replacing bridge elements to correct structural deficiencies; bridge deck overlays; and other related improvements such as minor incidental subgrade work and correction of minor drainage problems.

(2) A region director may not authorize or approve the use of the department's "3R" standards for the construction of a new highway or for the complete reconstruction of an existing highway.

(3) A request to use the department's "3R" standards in lieu of the standards in s. Trans 205.03 may be submitted to a region di-

rector only by a county highway commissioner, or by a county highway commissioner's designee.

(4) A region director shall grant or deny a request to use the department's "3R" standards within 90 days after receiving a request.

(5) In determining whether to grant or deny a request to use the department's "3R" standards in lieu of the standards in s. Trans 205.03, a region director shall consider all of the following:

- (a) Adequacy of design.
- (b) Cost effectiveness.
- (c) Safety improvement.
- (d) Environmental impact.
- (e) Social and economic impact, including dislocation or relocation of property owners.

(6) The rural county trunk highway minimum "3R" standards for roadway dimensions, by functional classification, and usable bridge widths are as shown in the following tables:

Published under s. 35.93, Stats. Updated on the first day of each month. Entire code is always current. The Register date on each page

Register February 2013 No. 686

is the date the chapter was last published.

TABLE (A) – ARTERIALS*

TRAFFIC VOLUME		Design Speed MPH	ROADWAY WIDTH DIMENSIONS IN FEET		
Design Class	Design ADT		Traveled Way	Shoulder	Roadway
3RA1	Under 750	55	22**	3	28
3RA2	750–2 000	55	24	4	32
3RA3	Over 2000	55	24	6	36

*Minimum design standards for sight distance, horizontal alignment and vertical alignment shall conform with applicable department of transportation criteria.

**A traveled way width of 24 feet is required on federally designated long truck routes and is desirable on state designated truck routes and non-designated routes where the current heavy vehicle (six or more tires) traffic volume is more than 10 percent of design ADT.

TABLE (B) – COLLECTORS AND LOCALS*

TRAFFIC VOLUME		Design Speed MPH	ROADWAY WIDTH DIMENSIONS IN FEET		
Design Class	Design ADT		Traveled Way**	Shoulder	Roadway
3RC1	Under 750	55	20	3	26
3RC2	750–2000	55	22	4	30
3RC3	Over 2000	55	22	6	34

*Minimum design standards for sight distance, horizontal alignment and vertical alignment shall conform with applicable department of transportation criteria.

**A traveled way width of 24 feet is required on federally designated long truck routes and is desirable on state designated truck routes and non-designated routes where the current heavy vehicle (six or more tires) traffic volume is more than 10 percent of design ADT.

TABLE (C) – BRIDGE WIDTH*

DESIGN ADT	USABLE BRIDGE WIDTH IN FEET**
0–750	Traveled way
751–2000	Traveled way plus 2 feet
2001–4000	Traveled way plus 4 feet

Over 4000	Traveled way plus 6 feet
-----------	--------------------------

*Bridge replacement or widening should be evaluated if the bridge is less than 100 feet long and the usable width is less than the values in the table.

**If lane widening is planned as part of the "3R" project, the usable bridge width should be compared with the planned width of the approaches after they are widened.

History: Cr. Register, February, 1992, No. 434, eff. 3-1-92; corrections in (1) to (5) made under s. 13.92 (4) (b) 6., Stats., Register February 2013 No. 686.

Trans 205.04 Exceptions to design standards.

(1) After a region director has decided whether to use either the design standards in s. Trans 205.03 or the alternative "3R" standards in s. Trans 205.035, he or she may expressly authorize, in writing, exceptions to either of these standards, if federal or state funds are not used for the improvement project.

(2) Exceptions to either the design standards in ss. Trans 205.03 or 205.035 for improvement projects using federal or state funds must be approved in writing by a regional engineer and, when federal funds are used, by the division administrator of the federal highway administration.

(3) In determining whether to authorize exceptions to the construction standards in s. Trans 205.03 or the alternative "3R" standards in s. Trans 205.035, a region director shall consider all of the following:

- Adequacy of design.
- Cost effectiveness.
- Safety improvement.
- Environmental impact.
- Social and economic impact, including dislocation or relocation of property owners.

Note: "Exceptions to Standards" is located at the department's offices, in the Facilities Development Manual, procedure number 11-1-2.

History: Cr. Register, December, 1986, No. 372, eff. 1-1-87; r. and rec. Register, February, 1992, No. 434, eff. 3-1-92; correction in (1), (3) (intro.) made under s. 13.92 (4) (b) 6., Stats., Register February 2013 No. 686.

Trans 205.05 Project review.

(1) On or before December 1 of each year, each county highway commissioner shall file with the appropriate region director a report for the county certifying that any and all county trunk highway improvement projects for which funds were expended or obligated during that year conformed to the minimum standards established under s. 84.01 (9) (b), Stats. The certification shall be on forms prescribed by the department of transportation. All county trunk highway improvement projects shall be reviewed by the region director for compliance with the standards stated in s. Trans 205.03.

(2) If any county has not complied with the standards, the region director shall notify the county in writing stating the items which are noncomplying. When the noncomplying projects have subsequently been made to comply with the standards, the region director shall certify compliance on forms designated for this purpose by the department of transportation. If on July 1 of any year there are in a county any remaining non-complying projects that have not been made to comply as certified by the region director, those projects shall be reported by the department of transportation to the appropriate legislative committees.

History: Cr. Register, December, 1986, No. 372, eff. 1-1-87; corrections in (1), (2) made under s. 13.92 (4) (b) 6., Stats., Register February 2013 No. 686.

APPENDIX D WI CHAPTER TRANS 204 EXISTING TOWN ROAD IMPROVEMENT STANDARDS

Published under s. 35.93, Wis. Stats., by the Legislative Reference Bureau.

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DEPARTMENT OF TRANSPORTATION

Trans 204.03

Chapter Trans 204

EXISTING TOWN ROAD IMPROVEMENT STANDARDS

Trans 204.01 Purpose.
Trans 204.02 Definitions.

Trans 204.03 Town road standards.
Trans 204.04 Exceptions to standards.

Trans 204.01 Purpose. The purpose of this chapter is to establish uniform minimum design standards for the improvement of existing town roads, as required by s. 82.52, Stats.

History: Cr. Register, September, 1992, No. 441, eff. 10-1-92; correction made under s. 13.92 (4) (b) 7., Stats., Register March 2012 No. 675.

Trans 204.02 Definitions. In this chapter:

(1) "Average daily traffic" or "ADT" means the total traffic volume during a stated period divided by the number of days in that stated period; unless otherwise specified, the stated period is one year.

(2) "Bridge rehabilitation" means the preservation or restoration of the structural integrity of an existing bridge as well as work to correct safety defects.

(3) "Bridge replacement" means building a new bridge to replace an existing bridge.

(4) "Design speed" means the maximum safe speed that can be maintained over a specified section of a highway when conditions are so favorable that the design features of the highway govern.

(5) "Improvement" means a town road construction project with a projected design life of at least 10 years.

(6) "Improvement level" means the type of construction improvement. It can range from resurfacing to complete reconstruction of a town road.

(7) "Load posted" means the placement of regulatory signs at a bridge indicating the safe load carrying capacity of the bridge.

(8) "Recondition" means work in addition to resurfacing, and includes pavement widening, shoulder paving, and improvement of an isolated grade, curve, intersection or correction of a sight distance problem to improve safety.

(9) "Reconstruction" means total rebuilding of an existing town road to improve maintainability, safety, geometrics and traffic service.

(10) "Resurfacing" means placing a new surface, exclusive of seal coating, on an existing roadway to provide a better all weather surface, a better riding surface, and to extend or renew the pavement life.

(11) "Roadway" means the portion of a highway, including shoulders, for vehicular use.

(12) "Shoulder" means the portion of a roadway that is contiguous to the traveled way and is used primarily for vehicular stopping in an emergency.

(13) "Traveled way" means the portion of the roadway designed for movement of vehicles exclusive of the shoulders.

(14) "Usable bridge width" means the clear width between curbs or rails, whichever is less.

History: Cr. Register, September, 1992, No. 441, eff. 10-1-92.

Trans 204.03 Town road standards. (1) The minimum design standards for each of the town road improvement levels are as shown in the following tables:

TABLE A—RECONSTRUCTION

TRAFFIC VOLUME			ROADWAY WIDTH DIMENSIONS IN FEET		
Design Class	Current ADT	Design Speed MPH	Traveled Way	Shoulder	Roadway
T1	Under 250	40	20	3	26
T2	250–750	50	22	4	30
T3	Over 750	55	24	6	36

TABLE B—RESURFACING AND RECONDITIONING

TRAFFIC VOLUME			ROADWAY WIDTH DIMENSIONS IN FEET		
Design Class	Current ADT	Design Speed MPH	Traveled Way	Shoulder	Roadway
TR1	Under 250	—	18	2	22
TR2	250–400	40	20	2	24
TR3	401–750	50	22	2	26
TR4	Over 750	55	22	4	30

Note: Examples of resurfacing and reconditioning improvements which may be appropriate for existing town roads include, but are not limited to, pavement rehabilitation; widening lanes and shoulders; replacing bridge elements to correct structural deficiencies; bridge deck overlays; bridge and culvert replacement; and other related improvements such as minor grading, subgrade work and correction of drainage problems.

(2) The geometry of the town road shall be designed to safely accommodate vehicles traveling at the design speed selected for the road improvement.

(3) The minimum design standards for existing town bridges are as shown in the following table:

TABLE C—EXISTING BRIDGES

CURRENT TRAFFIC VOLUME ADT	USABLE BRIDGE WIDTH
Under 400	Traveled way
400–750	Traveled way plus 1 foot each side
Over 750	Traveled way plus 2 feet each side

(4) Bridge replacement, rehabilitation or widening is required where a bridge is either load posted or has a usable width that is less than the traveled way width. Bridge replacement or widening should be evaluated if the usable bridge width is less than the values shown in Table C. If widening of the traveled way is planned as part of the town road improvement, the usable bridge width should be compared to the approaches after they are widened to determine whether or not bridge replacement or widening should be evaluated.

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Trans 204.03

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(5) The minimum design standards for new bridges on town roads are as shown in ch. Trans 214.

History: Cr. Register, September, 1992, No. 441, eff. 10-1-92.

Trans 204.04 Exceptions to standards. The secretary or the secretary's designee may authorize deviation from the standards in this chapter in special cases in which strict application of the standards is impractical and in which deviation is not contrary to the public interest and safety.

History: Cr. Register, September, 1992, No. 441, eff. 10-1-92.

APPENDIX E WISDOT FACILITIES DEVELOPMENT MANUAL FDM 11-20-1

FDM 11-20 Attachment 1.1 Urban Streets Modernization Roadway Design Criteria for Posted Speed Limits of 40 mph or less

Urban Streets Modernization Roadway Design Criteria for Posted Speed Limits of 40 mph or Less

Functional Class	Design Year ADT Thresholds at Levels of Service C, D & E ¹				Design Basis	Roadway Criteria ^a						
	Scenarios	C ² LOS 4.0 ADTs (DHVs)	D LOS 5.0 ADTs (DHVs)	Middle E LOS 5.5 ADTs (DHVs)		Urban Design Class [Design Speed] (mph) ^a	Travel Lanes		Median Widths (feet)	Roadway (Face of Curb to Face of Curb) Width (feet) ^a		
							No.	Lane Widths (feet) ^e		No Parking ^{a,7}		Parking ^{a,7}
										Range of Normal Widths ^a	Range of Widths including Bike Accommoda tions/ Lanes	
Locals	N/A	Low Volume Residential (0-250 ADT)			1a [20-25]	1	12	No	N/A	N/A	28	N/A
		Volume not a consideration			1b [25-30(20)]	2	10-12 (9)	No	24-28 (22)	32-36 (30)	36-40 (32)	46-56 (44)
Arterials and Collectors	N/A	≤ 4,500 ADT (660 DHV)			2a [30-45]	2	11-12 (10)	No	34-36 (24)	34-36 (32)	46-48 (34)	48-56 (46)
		Worst Best	6,500 (1086) 20,000 (2260)	7,500 (1170) 22,500 (2475)	8,000 (1216) 25,000 (2700)	2b [30-45]	2	11-12 (10)	No	34-36 (24)	34-36 (32)	46-48 (34)
	Worst Best	16,000-(1888) 41,000 (4100)	17,500 (2048) 47,000 (4610)	18,000 (2088) 50,500 (4900)	3 [30-45]	4	11-12 (10)	No	48-60 (44)	56-60 (52)	68-72 (54)	70-80 (66)
	Worst Best	22,000 (2440) 41,500 (4110)	22,750 (2500) 47,000 (4610)	23,000 (2530) 51,000 (4950)	4 [30-45]	4	11-12 (10)	14-30 (6)	2 @ 26-28 (2 @ 24)	2 @ 30-32 (2 @ 28)	2 @ 36-38 (2 @ 29)	2 @ 37-42 (2 @ 35)
Arterials	Worst Best	35,500 (3660) 68,000 (6390)	37,500 (3790) 76,000 (7070)	38,500 (3850) 81,500 (7580)	5 [30-45]	6	11-12 (10)	14-30 (6)	2 @ 36-40 (2 @ 34)	2 @ 41-44 (2 @ 38)	2 @ 47-50 (2 @ 39)	2 @ 48-54 (2 @ 45)

Upper values are shown in **bold** and Lower values are shown in parentheses. Use of values below existing roadway dimensions are to be justified by completing environmental process, predictive safety and benefit/cost analyses.

APPENDIX F CHI ENTITLEMENT ALLOCATIONS

2020-2021 Local Roads Improvement Program – Entitlements
County Highway Improvement Program (CHI)

County	Allocation	County	Allocation
Adams County	\$100,793.55	Marathon County	\$396,638.02
Ashland County	\$76,304.99	Marinette County	\$165,324.89
Barron County	\$159,867.05	Marquette County	\$95,718.42
Bayfield County	\$76,304.99	Menominee County	\$76,304.99
Brown County	\$513,053.50	Milwaukee County	\$1,514,996.94
Buffalo County	\$117,472.87	Monroe County	\$175,858.25
Burnett County	\$90,650.76	Oconto County	\$156,059.84
Calumet County	\$121,986.98	Oneida County	\$108,211.33
Chippewa County	\$248,118.01	Outagamie County	\$390,076.24
Clark County	\$144,956.34	Ozaukee County	\$184,477.38
Columbia County	\$196,674.95	Pepin County	\$76,304.99
Crawford County	\$76,304.99	Pierce County	\$140,398.75
Dane County	\$979,233.15	Polk County	\$169,089.04
Dodge County	\$302,441.84	Portage County	\$241,465.91
Door County	\$133,581.95	Price County	\$88,385.49
Douglas County	\$170,806.42	Racine County	\$352,127.47
Dunn County	\$197,839.96	Richland County	\$117,529.37
Eau Claire County	\$286,625.47	Rock County	\$312,649.40
Florence County	\$76,304.99	Rusk County	\$100,103.30
Fond du Lac County	\$277,490.74	Saint Croix	\$238,995.32
Forest County	\$76,304.99	Sauk County	\$190,703.16
Grant County	\$175,493.65	Sawyer County	\$95,387.54
Green County	\$141,402.46	Shawano County	\$153,513.36
Green Lake County	\$98,819.65	Sheboygan County	\$315,597.32
Iowa County	\$148,053.59	Taylor County	\$107,340.81
Iron County	\$76,304.99	Trempealeau County	\$134,385.31
Jackson County	\$102,238.21	Vernon County	\$133,220.17
Jefferson County	\$208,294.62	Vilas County	\$95,547.00
Juneau County	\$112,916.07	Walworth County	\$218,928.31
Kenosha County	\$337,250.98	Washburn County	\$84,854.30
Kewaunee County	\$98,528.91	Washington County	\$267,182.77
La Crosse County	\$270,004.67	Waukesha County	\$745,343.84
Lafayette County	\$108,760.86	Waupaca County	\$181,925.23
Langlade County	\$113,266.61	Waushara County	\$138,827.76
Lincoln County	\$126,685.68	Winnebago County	\$330,118.24
Manitowoc County	\$212,131.69	Wood County	\$214,135.73
		Total	\$15,260,997.32

Note: Funding for 3.0 FTE DNR single point of contact positions for FY 2020 and FY 2021 in the amount of \$300,000 for each fiscal year has already been set aside.

APPENDIX G TRI ENTITLEMENT ALLOCATIONS

2020-2021 Local Roads Improvement Program - Entitlements Town Road Improvement Program (TRI)

County	Allocation	County	Allocation
Adams County	\$175,801.33	Marathon County	\$281,598.52
Ashland County	\$126,422.58	Marinette County	\$236,942.75
Barron County	\$221,183.73	Marquette County	\$78,823.67
Bayfield County	\$276,558.56	Menominee County	\$13,013.53
Brown County	\$106,327.85	Milwaukee County	\$0.00
Buffalo County	\$81,288.71	Monroe County	\$146,560.29
Burnett County	\$186,289.25	Oconto County	\$232,039.75
Calumet County	\$61,966.82	Oneida County	\$206,482.80
Chippewa County	\$181,128.09	Outagamie County	\$154,247.00
Clark County	\$249,414.48	Ozaukee County	\$43,288.65
Columbia County	\$145,330.15	Pepin County	\$37,184.22
Crawford County	\$104,026.94	Pierce County	\$123,114.62
Dane County	\$242,244.03	Polk County	\$212,821.43
Dodge County	\$160,805.52	Portage County	\$163,004.50
Door County	\$119,279.21	Price County	\$158,824.92
Douglas County	\$195,827.55	Racine County	\$44,330.75
Dunn County	\$158,190.73	Richland County	\$100,894.23
Eau Claire County	\$98,550.32	Rock County	\$161,148.12
Florence County	\$60,355.86	Rusk County	\$125,506.29
Fond du Lac County	\$145,836.87	Saint Croix County	\$179,622.32
Forest County	\$119,852.88	Sauk County	\$167,179.23
Grant County	\$213,866.68	Sawyer County	\$167,599.95
Green County	\$114,911.63	Shawano County	\$179,367.37
Green Lake County	\$52,269.21	Sheboygan County	\$94,117.40
Iowa County	\$107,145.26	Taylor County	\$162,988.53
Iron County	\$84,093.14	Trempealeau County	\$123,716.95
Jackson County	\$156,611.63	Vernon County	\$167,693.94
Jefferson County	\$115,388.06	Vilas County	\$177,018.71
Juneau County	\$159,553.12	Walworth County	\$126,908.58
Kenosha County	\$13,740.11	Washburn County	\$144,676.83
Kewaunee County	\$76,978.50	Washington County	\$97,336.13
La Crosse County	\$63,644.68	Waukesha County	\$118,275.38
Lafayette County	\$111,058.70	Waupaca County	\$153,480.56
Langlade County	\$107,118.18	Waushara County	\$125,979.58
Lincoln County	\$121,723.54	Winnebago County	\$99,014.00
Manitowoc County	\$148,733.74	Wood County	\$144,307.17
		Total	\$9,812,626.31

Note: Funding for 3.0 FTE DNR single point of contact positions for FY 2020 and FY 2021 in the amount of \$300,000 for each fiscal year has already been set aside.

APPENDIX H TRI PROGRAMMING CAPS BY COUNTY

2020-2021 Local Roads Improvement Program					
Programming Caps by County (TRI)*					
County	Number of Towns	Programming Cap	County	Number of Towns	Programming Cap
Adams County	17	9	Marathon County	40	20
Ashland County	13	7	Marinette County	18	9
Barron County	25	13	Marquette County	14	7
Bayfield County	25	13	Menominee County	1	1
Brown County	13	7	Milwaukee County	0	0
Buffalo County	17	9	Monroe County	24	12
Burnett County	21	11	Oconto County	23	12
Calumet County	9	5	Oneida County	20	10
Chippewa County	23	12	Outagamie County	20	10
Clark County	33	17	Ozaukee County	6	3
Columbia County	21	11	Pepin County	8	4
Crawford County	11	6	Pierce County	17	9
Dane County	33	17	Polk County	24	12
Dodge County	24	12	Portage County	17	9
Door County	14	7	Price County	17	9
Douglas County	16	8	Racine County	5	3
Dunn County	22	11	Richland County	16	8
Eau Claire County	13	7	Rock County	20	10
Florence County	8	4	Rusk County	24	12
Fond du Lac County	21	11	Saint Croix County	21	11
Forest County	14	7	Sauk County	22	11
Grant County	33	17	Sawyer County	16	8
Green County	16	8	Shawano County	25	13
Green Lake County	10	5	Sheboygan County	15	8
Iowa County	14	7	Taylor County	22	11
Iron County	10	5	Trempealeau County	15	8
Jackson County	21	11	Vernon County	21	11
Jefferson County	16	8	Vilas County	14	7
Juneau County	19	10	Walworth County	16	8
Kenosha County	5	3	Washburn County	21	11
Kewaunee County	10	5	Washington County	12	6
La Crosse County	12	6	Waukesha County	11	6
Lafayette County	18	9	Waupaca County	22	11
Langlade County	17	9	Waushara County	18	9
Lincoln County	16	8	Winnebago County	15	8
Manitowoc County	18	9	Wood County	22	11

*The caps represent the number of towns in a county divided by two (plus one if a county has an uneven number of towns).

APPENDIX I MSIGT ENTITLEMENT ALLOCATIONS

2020-2021 Local Roads Improvement Program - Entitlements		
Municipal Street Improvement Program (MSIGT)		
County	City/Village	Allocation
Brown	City of De Pere	\$56,419.37
Brown	City of Green Bay	\$230,246.44
Dane	City of Fitchburg	\$66,106.87
Dane	City of Madison	\$489,089.51
Dane	City of Middleton	\$42,504.46
Dane	City of Sun Prairie	\$75,963.43
Douglas	City of Superior	\$82,575.33
Eau Claire	City of Eau Claire	\$170,894.55
Fond Du Lac	City of Fond Du Lac	\$96,588.26
Jefferson	City of Watertown	\$59,518.95
Kenosha	City of Kenosha	\$196,058.29
Kenosha	Village of Pleasant Prairie	\$59,084.08
La Crosse	City of La Crosse	\$110,328.27
Manitowoc	City of Manitowoc	\$81,768.98
Marathon	City of Wausau	\$102,192.02
Milwaukee	City of Franklin	\$86,622.36
Milwaukee	City of Greenfield	\$70,994.45
Milwaukee	City of Milwaukee	\$1,015,897.24
Milwaukee	City of Oak Creek	\$78,655.34
Milwaukee	South Milwaukee	\$40,591.05
Milwaukee	City of Wauwatosa	\$95,957.46
Milwaukee	City of West Allis	\$113,107.52
Outagamie	City of Appleton	\$168,409.50
Ozaukee	City of Mequon	\$85,746.64
Portage	City of Stevens Point	\$68,959.76
Racine	City of Racine	\$150,455.20
Racine	Village of Caledonia	\$70,569.28
Racine	Village of Mount Pleasant	\$65,776.42
Rock	City of Beloit	\$86,575.72
Rock	City of Janesville	\$162,071.22
Sheboygan	City of Sheboygan	\$105,375.54
Washington	City of West Bend	\$71,980.41
Washington	Village of Germantown	\$58,463.95
Waukesha	City of Brookfield	\$114,233.10
Waukesha	City of Muskego	\$68,844.90
Waukesha	City of New Berlin	\$107,899.42
Waukesha	City of Waukesha	\$147,401.80
Waukesha	Village of Menomonee Falls	\$102,075.57
Winnebago	City of Neenah	\$63,548.08
Winnebago	City of Oshkosh	\$140,699.86
Total		\$5,260,250.60

Note: Allocations are adjusted to include carryover funding and the allowance for 3.0 FTE DNR single point of contact positions in the amount of \$300,000 for each fiscal year.

APPENDIX J MSILT ENTITLEMENT ALLOCATIONS

2020-2021 Local Roads Improvement Program - Entitlements Municipal Street Improvement Program (MSILT)			
County	Allocation	County	Allocation
Adams County	\$9,349.64	Marathon County	\$165,667.17
Ashland County	\$30,357.79	Marinette County	\$57,298.97
Barron County	\$66,392.45	Marquette County	\$14,314.05
Bayfield County	\$12,715.93	Menominee County	\$0.00
Brown County	\$259,039.18	Milwaukee County	\$257,546.91
Buffalo County	\$21,660.33	Monroe County	\$61,753.64
Burnett County	\$11,546.32	Oconto County	\$31,152.27
Calumet County	\$79,567.18	Oneida County	\$22,565.43
Chippewa County	\$101,493.45	Outagamie County	\$112,833.48
Clark County	\$45,036.55	Ozaukee County	\$111,965.88
Columbia County	\$84,850.79	Pepin County	\$9,155.10
Crawford County	\$35,876.77	Pierce County	\$68,111.38
Dane County	\$300,479.09	Polk County	\$52,481.44
Dodge County	\$123,519.01	Portage County	\$55,080.46
Door County	\$41,186.43	Price County	\$18,684.64
Douglas County	\$21,892.43	Racine County	\$94,803.95
Dunn County	\$57,174.14	Richland County	\$21,229.05
Eau Claire County	\$28,988.40	Rock County	\$52,390.32
Florence County	\$0.00	Rusk County	\$22,299.34
Fond du Lac County	\$48,905.60	Saint Croix County	\$108,450.67
Forest County	\$7,855.90	Sauk County	\$103,311.38
Grant County	\$91,302.87	Sawyer County	\$13,106.22
Green County	\$57,641.74	Shawano County	\$47,312.15
Green Lake County	\$30,042.04	Sheboygan County	\$78,915.47
Iowa County	\$40,231.15	Taylor County	\$20,879.54
Iron County	\$9,371.23	Trempealeau County	\$45,203.95
Jackson County	\$19,198.53	Vernon County	\$37,403.49
Jefferson County	\$89,501.91	Vilas County	\$7,122.75
Juneau County	\$34,661.50	Walworth County	\$157,034.41
Kenosha County	\$92,871.95	Washburn County	\$22,331.10
Kewaunee County	\$26,124.73	Washington County	\$124,592.82
La Crosse County	\$86,756.02	Waukesha County	\$277,875.48
Lafayette County	\$23,822.17	Waupaca County	\$73,339.93
Langlade County	\$25,382.41	Wausara County	\$24,764.02
Lincoln County	\$39,952.96	Winnebago County	\$102,670.28
Manitowoc County	\$59,239.36	Wood County	\$143,077.59
		Total	\$4,730,712.68

Note: Allocations are adjusted to include carryover funding, Administrative Fees and funding for 3.0 FTE DNR single point of contact positions for FY 2020 and FY2021 in the amount of \$300,000 for each fiscal year.

APPENDIX K MSILT PROGRAMMING CAPS BY COUNTY

2020-2021 Local Roads Improvement Program						
Programming Caps by County (MSILT)*						
County	Number of Cities & Villages	Programming Cap		County	Number of Cities & Villages	Programming Cap
Adams County	1	1		Marathon County	15	8
Ashland County	3	2		Marinette County	7	4
Barron County	10	5		Marquette County	5	3
Bayfield County	3	2		Menominee County	0	0
Brown County	9	5		Milwaukee County	12	6
Buffalo County	6	3		Monroe County	10	5
Burnett County	3	2		Oconto County	5	3
Calumet County	8	4		Oneida County	1	1
Chippewa County	8	4		Outagamie County	10	5
Clark County	11	6		Ozaukee County	7	4
Columbia County	13	7		Pepin County	3	2
Crawford County	10	5		Pierce County	8	4
Dane County	22	11		Polk County	11	6
Dodge County	17	9		Portage County	9	5
Door County	5	3		Price County	5	3
Douglas County	5	3		Racine County	9	5
Dunn County	8	4		Richland County	6	3
Eau Claire County	4	2		Rock County	6	3
Florence County	0	0		Rusk County	9	5
Fond du Lac County	10	5		Saint Croix County	12	6
Forest County	1	1		Sauk County	15	8
Grant County	19	10		Sawyer County	5	3
Green County	7	4		Shawano County	11	6
Green Lake County	6	3		Sheboygan County	12	6
Iowa County	11	6		Taylor County	5	3
Iron County	2	1		Trempealeau County	11	6
Jackson County	6	3		Vernon County	11	6
Jefferson County	7	4		Vilas County	1	1
Juneau County	9	5		Walworth County	12	6
Kenosha County	5	3		Washburn County	4	2
Kewaunee County	4	2		Washington County	6	3
La Crosse County	5	3		Waukesha County	21	11
Lafayette County	8	4		Waupaca County	12	6
Langlade County	2	1		Waushara County	7	4
Lincoln County	2	1		Winnebago County	4	2
Manitowoc County	11	6		Wood County	12	6

*The caps represent the number of cities and villages in a county divided by two (plus one if a county has an uneven number of cities and villages).

APPENDIX L DISCRETIONARY ALLOCATIONS

2020-2021 Local Roads Improvement Program	
Discretionary Funds Allocations	
County Highway Discretionary Improvement Program (CHID)	Allocation
WCHA District 1 - South Central	\$1,842,798.15
WCHA District 2 - Southeast	\$2,577,644.75
WCHA District 3 - Northeast	\$1,932,321.87
WCHA District 4 - Central	\$1,154,741.95
WCHA District 5 - Southwest	\$755,660.76
WCHA District 6 - West Central	\$1,277,802.22
WCHA District 7 - North Central	\$596,165.74
WCHA District 8 - Northwest	\$728,634.23
Total	\$10,865,769.66
Town Road Discretionary Improvement Program (TRID)	Allocation
Statewide Total	\$12,429,059.56
Municipal Street Discretionary Improvement Program (MSID)	Allocation
Statewide Total	\$7,701,037.04
Total Discretionary Allocations	\$30,995,866.26
Note: Carryover has already been added to each discretionary component.	

APPENDIX M EXAMPLE OF AN EXCEPTION TO STANDARDS

EXAMPLE LETTER REQUESTING AN EXCEPTION TO STANDARDS

Address to WisDOT contact (see Appendix F)

Our department, on behalf of two towns in our county, is requesting exception to design standards on projects slated for construction this summer. An early response would be appreciated so that these projects can proceed as scheduled. These projects are presently being bid for construction.

A description of each project is as follows:

Bouska Road
USH 18 – Town Line Road
Town of Bridgeport
Project ID 6245

Bouska Road is a town road classified as a major collector and has an ADT of 340. The existing traveled way ranges from 19 to 22 feet with no shoulders. The length of the LRIP Project is 1580 feet. The posted speed limit is 45 miles per hour.

The Town is planning to reconstruct 1580 feet to improve vertical and horizontal alignment. But because of the hilly terrain, environmental impact, project costs, and lack of funding; alignment will be improved but may not totally meet the T2 standards. This section will be built with a 22 foot traveling surface and four- foot shoulders wherever possible. A short distance on each end of this project will be forced to have narrower shoulders because of the terrain and right-of-way width. Local Road Improvement fund dollars have been appropriated for the project with the length of 1580 feet and the remainder will be funded with local dollars.

Rush Creek Road
STH 35 – Mule Hollow Road
Town of Clayton
TRIP – Project ID: 7141

Rush Creek Road is a town road classified as a local road and has an estimated ADT of 64. The existing traveled way ranges from 19 to 20 feet with no shoulders. The length of the LRIP project is 3000' more or less. There is no posted speed limit.

The town is proposing to raise the first 1000 feet starting at the intersection of STH 35 to help provide access to the residents and emergency services during flood events of the Mississippi River. It is uncertain if the Q100 flood elevations can be accomplished. The remaining 2000 feet will be resurfaced with gravel to upgrade the surface. The town is requesting a design exception for the project. The traveled way is proposed to stay on the present alignment at 20 foot with no shoulders.

The Wisconsin Department of Natural Resources has been involved with this project because of Rush Creek Road's location through the Rush Creek Natural Area. If the road were to be widened it would impact the local wetlands that are along the roadway and one of the last major breeding grounds of the Timber Rattle Snake, among other concerns for the wildlife in the area. Impact on this sensitive area must be kept to a minimal disturbance.

If you have any questions related to our requests, please contact me at our office. Again, I ask for your immediate response to the above.

Sincerely,

See [Appendix N](#) for a list of WisDOT submittal contacts.

APPENDIX N WISDOT CONTACTS FOR REQUESTING AN EXCEPTION TO STANDARDS

WISDOT CONTACTS FOR REQUESTING AN EXCEPTION TO ROADWAY STANDARDS

Written requests for an Exception to Standards must be sent to the following WisDOT address for consideration based upon where your county is located within the five regions:

County or Community	Contact(s)	
Crawford, Grant, La Crosse, Vernon	Aleisha Burg (608) 317-9083 Aleisha.Burg@dot.wi.gov	WisDOT Southwest Region 3550 Mormon Coulee Road La Crosse, WI 54601
Juneau, Monroe, Richland, Sauk	Travis Buross (608) 789-5702 Travis.Buross@dot.wi.gov	
Columbia, Dane, Iowa, Lafayette	Mark Westerveld (608) 246-5355 Mark.Westerveld@dot.wi.gov	WisDOT Southwest Region 2101 Wright Street Madison, WI 53704
Dodge, Green, Jefferson, Rock	Zack Pearson (608) 246-5319 Zachary.Pearson@dot.wi.gov	
Ozaukee, Milwaukee City of Milwaukee	Greg Hafeman (262) 548-8677 greg.hafeman@dot.wi.gov	WisDOT Southeast Region 141 NW Barstow Street Waukesha, WI 53187-0798
Kenosha, Racine, Walworth, Washington, Waukesha All communities in Milwaukee County except for the City of Milwaukee.	Kathy Kramer (262) 548-8772 kathleen.kramer@dot.wi.gov	
Brown, Calumet, Fond du Lac, Oconto, Outagamie, Winnebago, Door Kewaunee, Manitowoc, Marinette, Sheboygan	Brian Edwards (920) 492-0149 brian.edwards@dot.wi.gov Scott Ebel (920) 492-5676 Scott.Ebel@dot.wi.gov Tim Verhagen (920) 362-1267 Timothy.Verhagen@dot.wi.gov	WisDOT Northeast Region 944 VanderPerren Way Green Bay, WI 54304
Adams, Florence, Forest, Iron, Green Lake, Lincoln, Langlade, Marathon, Marquette, Menominee, Oneida, Portage, Price, Shawano, Vilas, Waupaca, Waushara, Wood	Mike Grage (715) 365-5705 Michael.Grage@dot.wi.gov Jason Schaeffer (715) 421-7309 Jason.Schaeffer@dot.wi.gov	WisDOT North Central Region 510 Hanson Lake Road P.O. Box 777 Rhinelander, WI 54501-0777
Buffalo, Chippewa, Clark, Dunn, Eau Claire, Jackson, Pepin, Pierce, St. Croix, Trempealeau	Teresa Davis (715) 225-9330 Teresa.Davis@dot.wi.gov	WisDOT Northwest Region 718 West Clairemont Avenue Eau Claire, WI 54701
Ashland, Barron, Bayfield, Burnett, Douglas, Polk, Rusk, Sawyer, Taylor, Washburn	Mathew Van Natta (715) 392-7934 Mathew.VanNatta@dot.wi.gov	WisDOT Northwest Region 1701 N. 4th Street Superior, WI 54880

Revised 4/11/2019

APPENDIX O WDNR TRANSPORTATION LIAISON STAFF

DNR's TRANSPORTATION LIAISON STAFF (revised 02/20/2019 jdp)

Statewide Director	Ben Callan	Benjamin.Callan@wisconsin.gov	(608) 266-3524
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Central Office Coordinators

Statewide Transportation Policy Coordinator	Mike Halsted	michael.halsted@wisconsin.gov	(608) 345-3577
Endangered Resources	Stacy Rowe	Stacy.Rowe@wisconsin.gov	(608) 266-7012
Local Roads Policy Coordinator	Maureen Millmann	maureen.millmann@wisconsin.gov	(414) 303-5065

Field Supervisors

Southern Wisconsin	Matt Matrise	Matthew.Matrise@wisconsin.gov	(262) 574-2143 (262) 933-5233
Northern Wisconsin	Bill Clark	williamh.clark@wisconsin.gov	(715) 635-4226
Central Wisconsin	Bobbi Jo Fischer	bobbi.fischer@wisconsin.gov	(715) 421-7845 (920) 420-2680

Transportation Liaisons by County

COUNTY	WisDOT REGION	LIAISON	E-MAIL	PHONE #
Adams	North Central	Brad Betthausen	Bradley.Betthausen@Wisconsin.gov	(715) 421-7851 (715) 213-9064
Ashland	Northwest	Shawn Haseleu	shawn.haseleu@wisconsin.gov	(715) 635-4228 (715) 416-0478
Barron	Northwest	Amy Cronk	amy.cronk@wisconsin.gov	(715) 635-4229 (715) 520-3976
Bayfield	Northwest	Shawn Haseleu	shawn.haseleu@wisconsin.gov	(715) 635-4228 (715) 416-0478
Brown	Northeast	Jim Doperalski Jr.	james.doperalski@wisconsin.gov	(920) 412-0165
Buffalo	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Burnett	Northwest	Amy Cronk	amy.cronk@wisconsin.gov	(715) 635-4229 (715) 520-3976
Calumet	Northeast	Matt Schaeve	matthew.schaeve@wisconsin.gov	(920) 366-1544
Chippewa	Northwest	Leah Nicol	Leah.Nicol@Wisconsin.gov	(715) 934-9014
Clark	Northwest	Leah Nicol	Leah.Nicol@Wisconsin.gov	(715) 934-9014
Columbia	Southwest	Eric Heggelund	eric.heggelund@wisconsin.gov	(608) 228-7927
Crawford	Southwest	Karen Kalvelage	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Dane	Southwest	Eric Heggelund	eric.heggelund@wisconsin.gov	(608) 228-7927
Dodge	Southwest	Eric Heggelund	eric.heggelund@wisconsin.gov	(608) 228-7927
Door	Northeast	Matt Schaeve	matthew.schaeve@wisconsin.gov	(920) 366-1544
Douglas	Northwest	Amy Cronk	amy.cronk@wisconsin.gov	(715) 635-4229 (715) 520-3976
Dunn	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Eau Claire	Northwest	Leah Nicol	Leah.Nicol@Wisconsin.gov	(715) 934-9014
Florence	North Central	Jon Simonsen	jonathan.simonsen@wisconsin.gov	(715) 367-1936
Fond du Lac	Northeast	Jay Schiefelbein	jeremiah.schiefelbein@wisconsin.gov	(920) 360-3784
Forest	North Central	Jon Simonsen	jonathan.simonsen@wisconsin.gov	(715) 367-1936
Grant	Southwest	Andy Barta	andrew.barta@wisconsin.gov	(608) 235-2955
Green	South Central	Shelley Warwick	Shelley.Warwick@wisconsin.gov	(608) 444-2835
Green Lake	North Central	Jay Schiefelbein	jeremiah.schiefelbein@wisconsin.gov	(920) 360-3784
Iowa	Southwest	Andy Barta	andrew.barta@wisconsin.gov	(608) 235-2955
Iron	North Central	Jon Simonsen	jonathan.simonsen@wisconsin.gov	(715) 367-1936
Jackson	Northwest	Leah Nicol	Leah.Nicol@Wisconsin.gov	(715) 934-9014

COUNTY	WisDOT REGION	LIAISON	E-MAIL	PHONE #
Jefferson	South Central	Shelley Warwick	Shelley.Warwick@wisconsin.gov	(608) 444-2835
Juneau	Southwest	Karen Kalvelage	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Kenosha	Southeast	Craig Webster	craig.webster@wisconsin.gov	(262) 574-2141 (414) 303-3011
Kewaunee	Northeast	Matt Schaeve	matthew.schaeve@wisconsin.gov	(920) 366-1544
La Crosse	Southwest	Karen Kalvelage	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Lafayette	South Central	Shelley Warwick	Shelley.Warwick@wisconsin.gov	(608) 444-2835
Langlade	North Central	Wendy Henniges	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Lincoln	North Central	Wendy Henniges	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Manitowoc	Northeast	Matt Schaeve	matthew.schaeve@wisconsin.gov	(920) 366-1544
Marathon	North Central	Casey Jones	Casey.Jones@wisconsin.gov	(715) 213-6571
Marquette	Northeast	Jim Dopersalski Jr.	james.dopersalski@wisconsin.gov	(920) 412-0165
Marquette	North Central	Brad Betthausen	Bradley.Betthausen@Wisconsin.gov	(715) 421-7851 (715) 213-9064
Menominee	North Central	Jim Dopersalski Jr.	james.dopersalski@wisconsin.gov	(920) 412-0165
Milwaukee	Southeast	Kristina Betzold	kristina.betzold@wisconsin.gov	(414) 507-4946
Monroe	Southwest	Karen Kalvelage	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Oconto	Northeast	Jim Dopersalski Jr.	james.dopersalski@wisconsin.gov	(920) 412-0165
Oneida	North Central	Wendy Henniges	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Outagamie	Northeast	Matt Schaeve	matthew.schaeve@wisconsin.gov	(920) 366-1544
Ozaukee	Southeast	Kristina Betzold	kristina.betzold@wisconsin.gov	(414) 507-4946
Pepin	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Pierce	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Polk	Northwest	Amy Cronk	amy.cronk@wisconsin.gov	(715) 635-4229 (715) 520-3976
Portage	North Central	Casey Jones	Casey.Jones@wisconsin.gov	(715) 213-6571
Price	North Central	Wendy Henniges	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Racine	Southeast	Kristina Betzold	kristina.betzold@wisconsin.gov	(414) 507-4946
Richland	Southwest	Andy Barta	andrew.barta@wisconsin.gov	(608) 235-2955
Rock	South Central	Shelley Warwick	Shelley.Warwick@wisconsin.gov	(608) 444-2835
Rusk	Northwest	Leah Nicol	Leah.Nicol@Wisconsin.gov	(715) 934-9014
Sauk	Southwest	Andy Barta	andrew.barta@wisconsin.gov	(608) 235-2955
Sawyer	Northwest	Shawn Haseleu	shawn.haseleu@wisconsin.gov	(715) 635-4228 (715) 416-0478
Shawano	North Central	Jim Dopersalski Jr.	james.dopersalski@wisconsin.gov	(920) 412-0165
Sheboygan	Northeast	Jay Schiefelbein	jeremiah.schiefelbein@wisconsin.gov	(920) 360-3784
St. Croix	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Taylor	Northwest	Wendy Henniges	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Trempealeau	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Vernon	Southwest	Karen Kalvelage	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Vilas	North Central	Jon Simonsen	jonathan.simonsen@wisconsin.gov	(715) 367-1936
Walworth	Southeast	Craig Webster	craig.webster@wisconsin.gov	(262) 574-2141 (414) 303-3011
Washburn	Northwest	Shawn Haseleu	shawn.haseleu@wisconsin.gov	(715) 635-4228 (715) 416-0478
Washington	Southeast	Kristina Betzold	kristina.betzold@wisconsin.gov	(414) 507-4946
Waukesha	Southeast	Craig Webster	craig.webster@wisconsin.gov	(262) 574-2141 (414) 303-3011

COUNTY	WisDOT REGION	LIAISON	E-MAIL	PHONE #
Waupaca	North Central	Casey Jones	Casey.Jones@wisconsin.gov	(715) 213-6571
Waushara	North Central	Brad Betthausen	Bradley.Betthausen@Wisconsin.gov	(715) 421-7851 (715) 213-9064
Winnebago	Northeast	Jay Schiefelbein	jeremiah.schiefelbein@wisconsin.gov	(920) 360-3784
Wood	North Central	Brad Betthausen	Bradley.Betthausen@Wisconsin.gov	(715) 421-7851 (715) 213-9064
SE Freeways Kenosha	Southeast	Craig Webster	craig.webster@wisconsin.gov	(262) 574-2141 (414) 303-3011
SE Freeways Milwaukee, Racine, Ozaukee, Washington	Southeast	Kristina Betzold	kristina.betzold@wisconsin.gov	(414) 507-4946

Transportation Liaison Staff by Last Name

NAME	DOT REGION	COUNTIES	E-MAIL	PHONE #
Andy Barta	Southwest	Grant, Iowa, Richland, Sauk	andrew.barta@wisconsin.gov	(608) 235-2955
Kristina Betzold	Southeast	Milwaukee, Ozaukee, Washington	kristina.betzold@wisconsin.gov	(414) 507-4946
Brad Betthausen	North Central	Adams, Marquette, Waushara, Wood	Bradley.Betthausen@Wisconsin.gov	(715) 421-7851 (715) 213-9064
Amy Cronk	Northwest	Barron, Burnett, Douglas, Polk	amy.cronk@wisconsin.gov	(715) 635-4229 (715) 520-3976
Jim Doperalski Jr.	Northeast	Brown, Marinette, Menominee, Oconto, Shawano	james.doperalski@wisconsin.gov	(920) 412-0165
Casey Jones	North Central	Marathon, Portage, Waupaca	Casey.Jones@wisconsin.gov	(715) 213-6571
Shawn Haseleu	Northwest	Ashland, Bayfield, Sawyer, Washburn	shawn.haseleu@wisconsin.gov	(715) 635-4228 (715) 416-0478
Eric Heggelund	Southwest	Columbia, Dane, Dodge	eric.heggelund@wisconsin.gov	(608) 228-7927
Wendy Henniges	Northwest	Langlade, Lincoln, Oneida, Price, Taylor	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Karen Kalvelage	Northwest	Crawford, Juneau, La Crosse, Monroe, Vernon	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Amy Lesik	Northwest	Buffalo, Dunn, Pepin, Pierce, St. Croix, Trempealeau	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Leah Nicol	Northwest	Chippewa, Clark, Eau Claire, Jackson, Rusk		
Matt Schaeve	Northeast	Calumet, Door, Kewaunee, Manitowoc, Outagamie	matthew.schaeve@wisconsin.gov	(920) 366-1544
Jay Schiefelbein	Northeast	Green Lake, Fond du Lac, Sheboygan, Winnebago	jeremiah.schiefelbein@wisconsin.gov	(920) 360-3784
Jon Simonsen	North Central	Florence, Forest, Iron, Vilas	jonathan.simonsen@wisconsin.gov	(715) 367-1936
Shelley Warwick	South Central	Green, Jefferson, Lafayette, Rock	Shelley.Warwick@wisconsin.gov	(608) 444-2835
Craig Webster	Southeast	Kenosha, Racine, Walworth, Waukesha	craig.webster@wisconsin.gov	(262) 574-2141 (414) 303-3011

Addresses for DNR Transportation Liaisons

DNR Office Address	Liaison
DNR South Central Region Headquarters 3911 Fish Hatchery Road Fitchburg, WI 53711	Andy Barta Eric Heggelund Shelley Warwick

DNR Northern Region Headquarters 810 W. Maple Street Spooner, WI 54801	Bill Clark Amy Cronk Shawn Haseleu
DNR Northern Region Headquarters 107 Sutliff Rhinelander, WI 54501	Wendy Henniges Jon Simonsen
DNR West Central Region Headquarters 1300 West Clairemont Avenue Eau Claire, WI 54701	Amy Lesik Leah Nicol
DNR Service Center 3550 Mormon Coulee Rd La Crosse, WI 54601	Karen Kalvelage
DNR Wisconsin Rapids Service Center 473 Griffith Drive Wisconsin Rapids, WI 54494	Bobbi Jo Fischer Brad Betthauser Casey Jones
DNR Southeast Region Headquarters 2300 N. Dr. Martin Luther King Jr. Dr. Milwaukee, WI 53212	Maureen Millmann Kristina Betzold
DNR Service Center 141 NW Barstow Room 180 Waukesha, WI 53188	Matt Matrise Craig Webster
DNR Northeast Regional Headquarters 2984 Shawano Ave. Green Bay, WI 54313	Jim Doperalski Matthew Schaeve Jay Schiefelbein
DNR Central Office 101 South Webster St. Madison, WI 53707	Ben Callan – EAS/7 Mike Halsted - EAS/7 Stacy Rowe - NH/6

APPENDIX P PROJECT CHECKLIST

Local Roads Improvement Program (LRIP) Project Checklist

This chronological checklist is provided as an organizational tool and should be used in conjunction with the LRIP Guidelines and Requirements for project recipients to monitor a project through each phase of the LRIP project life cycle. **This is not a required form for the LRIP program.**

Check each box as the task is completed.

PROJECT APPLICATION

- ☐ Verify that the ADT values and pavement ratings in WISLR for the project road section are within the eligible range of 1-5 for pavement and 1-3 for gravel.
- ☐ Scan and save the Improvement Plan to your computer. For discretionary projects, also scan and save the required supporting documentation.
- ☐ Submit the project application, including all required documentation, to the CHC via LRIPWeb. The CHC submits the application to WisDOT.

STATE/MUNICIPAL PROJECT AGREEMENT

- ☐ Monitor the status of the application using the Search feature in LRIPWeb. A State/Municipal Project Agreement (SMA) will be emailed to you once the project is processed by WisDOT.

PRE-ADVERTISEMENT PREPARATION

- ☐ Prepare an advertisement for the project based on the project scope as outlined in the SMA. The advertisement must specify the On Route (street, road, etc.) and indicate that the project is part of the LRIP program. Any changes to the project must be submitted to WisDOT as a Change Request and be approved prior to posting the advertisement. All phases of the project must be advertised. Refer to the Guidelines and Requirements manual for additional information.
- ☐ An Engineer's Certification will be required when requesting reimbursement if the total eligible costs for the project are greater than \$65,000.
- ☐ **Reconstruction** projects may require a resolution authorizing the construction of bicycle and pedestrian facilities. Refer to the Guidelines and Requirements for additional information.
- ☐ If the project doesn't meet improvement standards, per ch. Trans 204, an Exception to Standards request must be submitted and approved by WisDOT prior to posting the advertisement.
- ☐ Establish guidelines and criteria for bid selection that will be used to define not "responsible" and not "responsive" bids.

ADVERTISEMENT

- ☐ Post the advertisement in a newspaper for (2) consecutive weeks with the last date of advertisement being a minimum of (1) week prior to the bid due date.

AWARD

- ☐ The contract must be awarded through a competitive bidding process and to the lowest “responsible” bidder.
- ☐ Develop a dated record of the board meeting minutes that list the contractors that provided bids, the bid amounts and the awarded contractor, even if only one bid is received.

Note: If the low bidder wasn’t awarded the contract, the document should state the reasoning behind the award, based on the pre-established guidelines and criteria for selecting bids.

REIMBURSEMENT REQUEST

- ☐ Confirm that the project is complete and that the contractor(s) have been paid in full.
- ☐ Verify that the improvement has been built to the specifications identified in the SMA.
- ☐ The following documents are required for reimbursement. Scan and save them to your computer prior to logging into the LRIPWeb application:
 - ✓ A signed Affidavit of Publication that identifies the dates of publication and includes a copy of the actual advertisement.
 - ✓ A copy of the board meeting minutes that indicate a list of the contractors who provided bids, the bid amounts and the awarded contractor, even if only one bid is received. If the low bidder wasn’t awarded the contract, the document should state the reasoning behind the award, based on pre-established guidelines and criteria for selecting bids.
 - ✓ Contractor payment documentation should include the final invoice and any of the following; a check stub, payment voucher, or board meeting minutes indicating the approved final payment amount.

Note: If the LRIP project is part of a larger project, the documentation provided should indicate the award amount, invoiced amount and payment amount for the LRIP portion of the larger project.

 - ✓ A stamped Engineer’s Certification, if the total eligible costs are greater than \$65,000.
 - ✓ An Exception to Standards, if required.
 - ✓ A Bicycle and Pedestrian Resolution, if required.
 - ✓ Department of Natural Resources (DNR) and Wisconsin Historical Society (WHS) permits, if required.
 - ✓ If the CHC is submitting a reimbursement request on behalf of a project recipient, complete and upload form DT2353 located on the LRIP webpage, to capture the project recipient’s signature.
- ☐ Submit the reimbursement request, including all required documentation, to the CHC via LRIPWeb.
- ☐ The CHC will review and submit the reimbursement request to WisDOT.
- ☐ Monitor the status of the reimbursement request using the Search feature in LRIPWeb.

APPENDIX Q EXAMPLE OF AN ADVERTISEMENT AND AFFIDAVIT OF PUBLICATION

Affidavit of Publication

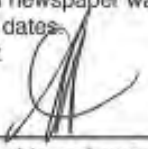
STATE OF WISCONSIN } SS
COUNTY OF DANE }

Amanda Henning, being duly sworn, says:

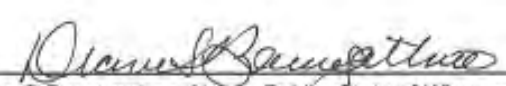
That she is an authorized representative of the Star News, a weekly newspaper of general circulation, printed and published in Black Earth, Dane County, Wisconsin; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

March 14, 2019, March 21, 2019

That said newspaper was regularly issued and circulated on those dates.

SIGNED: 

Subscribed to and sworn to me this 21st day of March 2019.


Diane S. Baumgartner, Notary Public, State of Wisconsin,
Dane County, Wisconsin

My commission expires: September 09, 2022

of Lines # of Weeks Published 2

Printers Fee \$ Proof of Publication \$

Total \$

-or- See monthly invoice for cost ☒

Received Payment

21100649 00434690

DAYNA DREIS, CLERK
TOWN OF BLACK EARTH
P O BOX 426
BLACK EARTH, WI 53515

INVITATION TO BID	
The Town of Black Earth is requesting bids for maintenance of the following roads.	
Please bid each item/project separately, giving a guaranteed maximum price, with unit prices stated for equipment, labor and materials. TRIP funding available.	
Reeve Road: 0.25 miles: 20'-0" wide	
Overlay with 2" hot mix asphalt, mill road at bridge approaches, shoulder with a 3/4" limestone with fines, 2"x2'-0" both sides of road.	
Mickelson Road: 0.15 miles: 18'-0" wide	
Place 4" hot mix asphalt in 2 lifts: first 2 1/2" binder and finish with 1 1/2" top coat, shoulder with a 3/4" limestone with fines: 4" x 2'-0" both sides of road.	
Reeve Road: 1.02 miles	
Wedge road with 2" hot mix asphalt where needed, 2" x 2'-0" shoulder with 3/4" limestone with fines.	
Sealed bids are due to the Town clerk by noon on April 1st, 2019. Bids will be opened at the Town's garage, 1103, Center St. Black Earth, WI 53515, on April 4, 2019 at 9:00am. The town reserves the right to award projects by individual roads to separate bidders, or to one bidder, or any combination thereof. The Town also reserves the right to refuse any or all bids and/or reject the low bid for cause. Accepted bids will be awarded at the April 6th Town Board meeting.	
Address bid envelope to: TOWN OF BLACK EARTH PO BOX 426 BLACK EARTH WI 53515	
Please contact Patrolman Al Schroeder at 608 206-2003 for further information and specifications.	
Publish: 3/14/19, 3/21/19 WNAXLP	



APPENDIX R EXAMPLE OF AN ENGINEER'S CERTIFICATION

ENGINEERS CERTIFICATION

ROADWAY RESURFACING/RECONSTRUCTION PROJECT

ON ROUTE: Williams Drive

AT ROUTE: Bridge Street

TOWARD ROUTE: Termini

MUNICIPALITY: Town of Cedarburg

COUNTY: Ozaukee County, Wisconsin

This is to certify that the above referenced project has been designed with a minimum ten (10) year useful life

Work included placement of a 4-inch bituminous pavement on a base consisting of 4-inches of pulverized asphalt and 6-inches of granular base, on the above mentioned roadway to correct current roadway deficiencies.

All design has been accomplished using current specifications of the Wisconsin Department of Transportation, and all construction was accomplished consistent with those specifications.

Certified By Robert M. Eichner
Robert M. Eichner, P.E.

Dated 10/14/08



APPENDIX T NONCOMPLIANCE AND APPEALS

Noncompliance

Noncompliance with program requirements in accordance with [s.86.31, Wis. Stats](#) and [ch. Trans 206](#) will jeopardize project reimbursement. The LRIP program staff work closely with project sponsors and county highway commissioners to rectify potential program policy violations prior to or at reimbursement. The project sponsor may appeal the decision.

Appeals Process

The intent of the tiered appeals process is to provide local units of government with an opportunity to present additional information that may compel WisDOT to modify findings based on sound public policy prior to imposing a denial. The appeals process has been structured so that local communities can work with WisDOT and consent to the final determination at the lowest level possible within the organization. The opportunity to request a “peer review” of the information by an advisory group composed of representatives from local associations is also part of the LRIP Appeals Process.

Step One:

WisDOT LRIP program staff will review the documentation provided with the reimbursement request submitted via the LRIPWeb application and will identify any missing, unclear or inconsistent documentation provided. The LRIP program staff will email the issue(s) to the CHC, as the liaison to the project recipient, and the reimbursement request will be returned to the CHC’s work queue, providing the project recipient the opportunity to furnish additional documentation to clarify the listed issue(s). Any additional documentation is then uploaded to the LRIPWeb project file and resubmitted to WisDOT by the CHC. This process will be repeated until compliance with statutory and program policy is achieved.

Based on the noncompliant issue(s), the documentation provided and at the discretion of WisDOT, the department may issue a one-time waiver of the program policy and process the reimbursement, however, it’s important that the project recipient understands the requirements of the program and is compliant on any potential future LRIP projects or risk denial.

If the project recipient is unable to provide documentation to confirm compliance with the statutory requirements and program policies, the project funding can be substituted to another project, the funds transferred to another project or forfeited so that another project recipient can potentially make use of the funding. Refer to the LRIP Guidelines and Requirements manual for additional information regarding these project options.

Step Two:

If WisDOT determines that the documentation provided does not satisfy the statutory requirements or program policy issues after repeated submissions of the reimbursement request and none of the options provided in Step One are acceptable to the project recipient, any additional relevant information and a request for reconsideration that clearly states justification for the appeal, based on specific statutory requirements and program policy must be provided in writing to the Section Chief of the WisDOT Local Transportation Programs and Finance Section. The Section Chief will review the information and respond in writing within 30 days of receipt of the letter.

Step Three:

If the project recipient is unsatisfied with the determination made by the Section Chief in Step Two, a request to proceed to Step Three of the LRIP appeals process must be submitted in writing to the Director of the WisDOT Bureau of Transit, Local Roads, Railroads and Harbors within 30 days of receipt of the letter from the Section Chief of the WisDOT Local Transportation Programs and Finance Section. The letter must clearly state justification for the appeal, based on specific statutory requirements and program policy.

An Advisory Committee comprised of local representatives will consider the appeal and provide a recommendation to the Director of the WisDOT Bureau of Transit, Local Roads, Railroads and Harbors. The Advisory Committee will include a representative from the Wisconsin County Highway Association, the League of Wisconsin Municipalities, and the Wisconsin Towns Association.

The Advisory Committee will forward their written recommendation to the Director of the WisDOT Bureau of Transit, Local Roads, Railroads and Harbors. Information provided to the Director shall include:

- New information provided to the advisory committee by the community, if applicable,
- Any other pertinent information collected or considered by the advisory committee, and
- The formal recommendation for resolving the dispute.

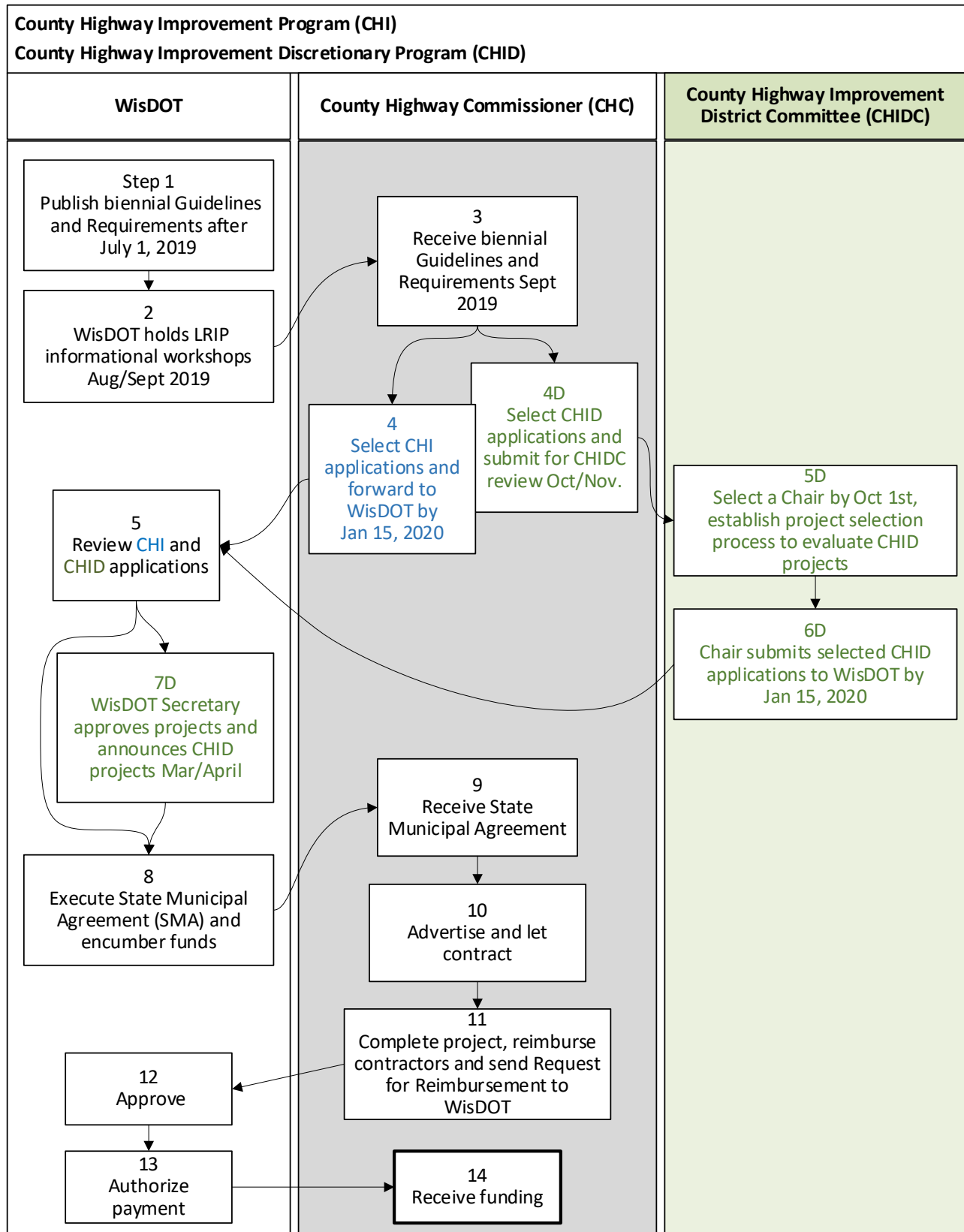
The Bureau Director will review the information and respond in writing within 30 days of receipt of the letter. All rulings by the Bureau Director will be final and is the last step in the WisDOT appeals process, subject to the appeals process in Wisconsin Statute Chapter 227 – Administrative Procedure and Review.

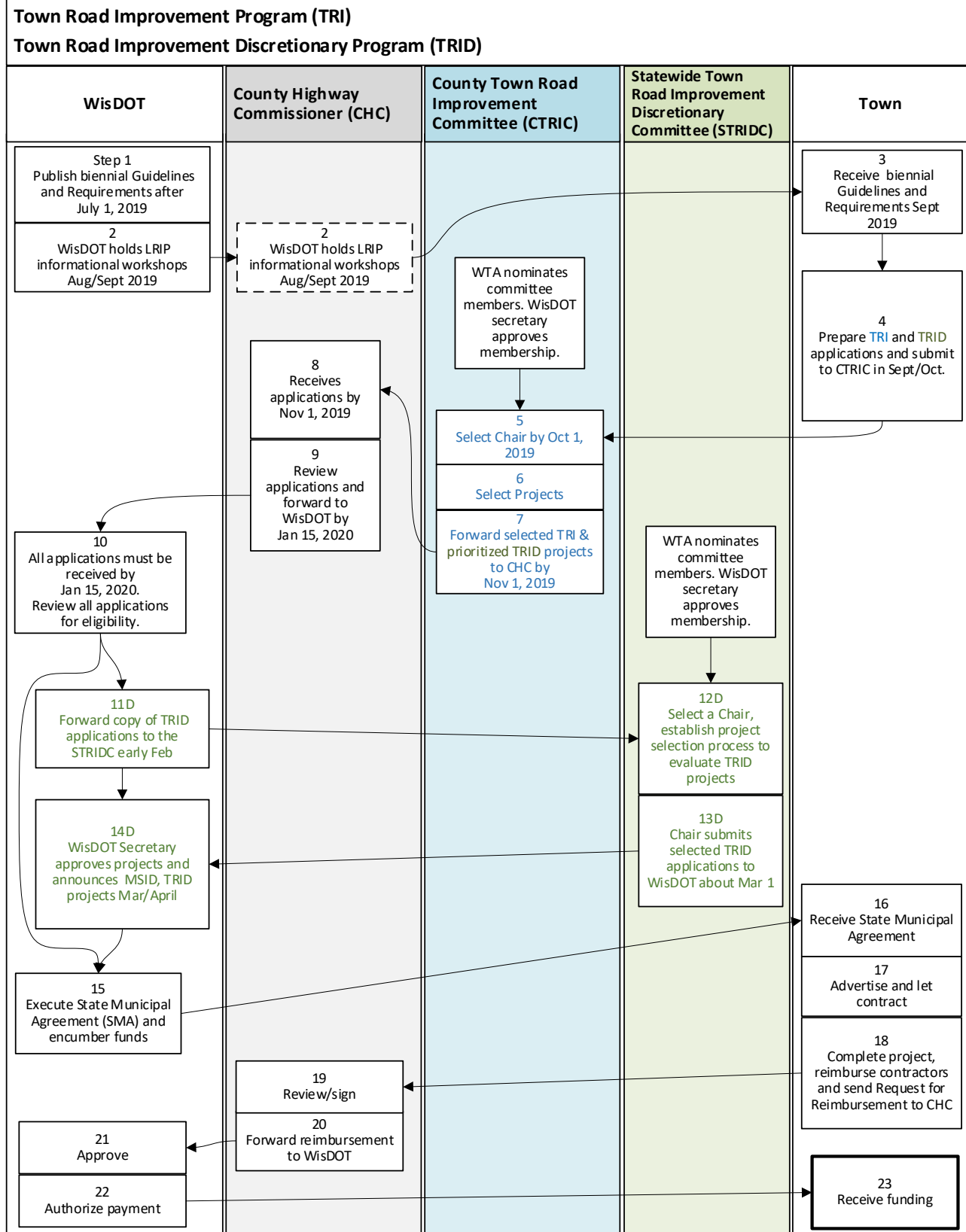
APPENDIX U PASER RATING TABLE

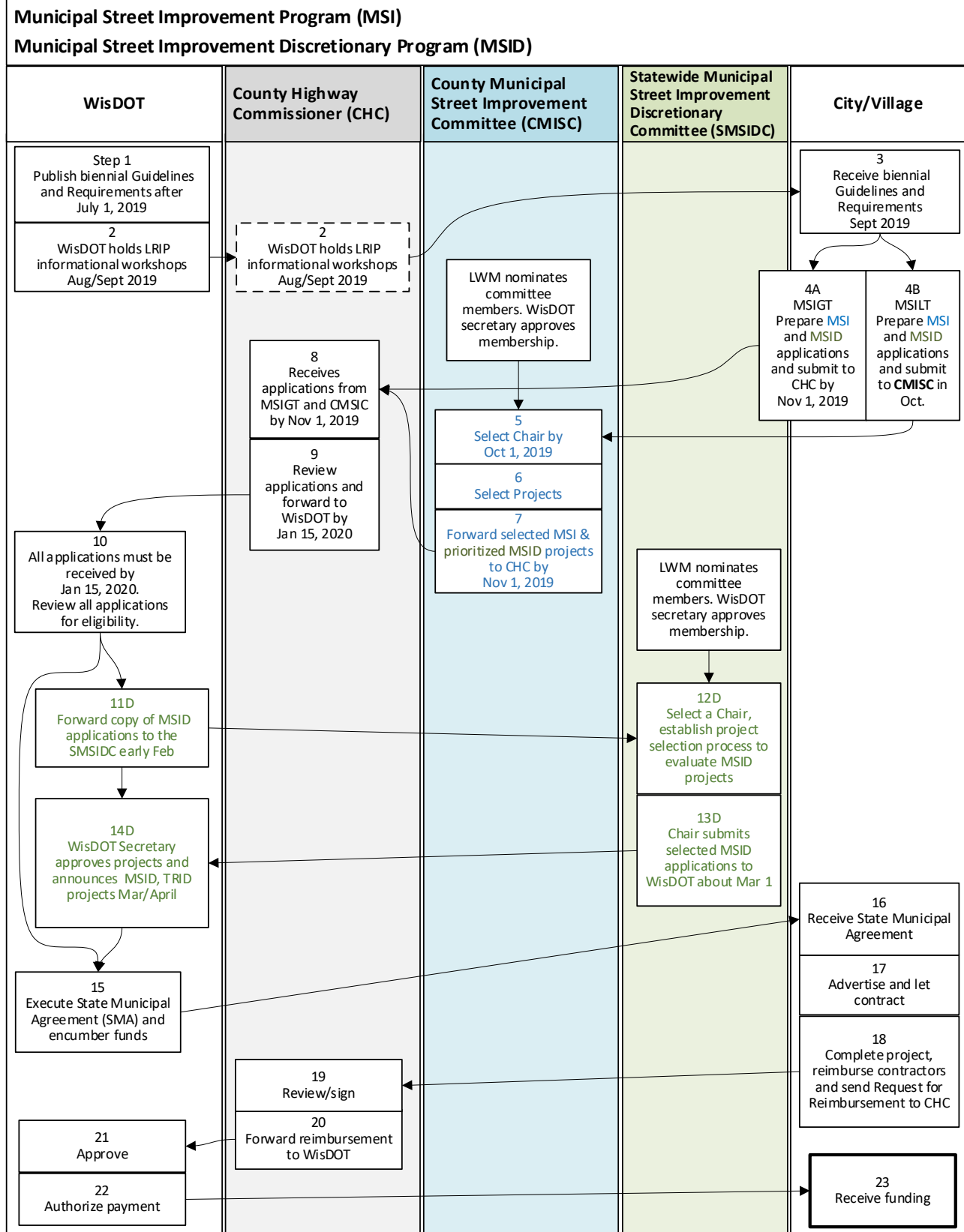
Surface Type and Paser Rating Table

Surface Type	Surface Description	20	Waterway has no Paser rating association
20	Waterway	Paser Ratings for <u>Unpaved (35) and Sealcoat (40) Roads</u>	
25	Unimproved Road	Rating	Pavement Condition
30	Graded and Drained Earth Road	1	FAILED – Complete rebuilding required – travel is difficult.
35	Gravel Road (not oil & gravel)	2	POOR – Needs addition of aggregate plus drainage maintenance.
	▪ Includes gravel on graded and drained earth	3	FAIR – Needs routine regarding plus minor ditch maintenance.
	▪ Includes gravel on unimproved earth	4	GOOD – Good crown and drainage.
40	<1" Wearing Surface	5	EXCELLENT – Excellent crown and drainage.
	▪ Includes bituminous surfaces <1"	Paser Ratings for <u>Paved (Asphalt and Concrete) Roads</u>	
	▪ Includes surface treatments/sealcoats on base	Rating	Pavement Condition
	▪ Includes double sealcoat roads on base	1	FAILED – Needs total reconstruction.
45	Cold Mix Asphalt Pavement on Concrete	2	VERY POOR – Severe deterioration. Needs reconstruction with extensive base repair.
50	Cold Mix Resurface on Asphalt Pavement Surface + Base <7"	3	POOR – Needs patching & major overlay or complete recycling.
	▪ Includes cold mix overlay on hot or cold mix pavement	4	FAIR – Significant aging and first signs of need for strengthening. Would benefit from recycling or overlay.
	▪ Includes milling and cold mix resurfacing when milling is not full depth	5	FAIR – Surface aging, sound structural condition. Needs sealcoat or nonstructural overlay.
52	Cold Mix Resurface on Asphalt Pavement Surface + Base >7"	6	GOOD – Shows sign of aging. Sound structural condition. Could extend with sealcoat.
	▪ Includes cold mix overlay on hot or cold mix pavement	7	GOOD – First signs of aging. Maintain with routine crack filling.
	▪ Includes milling and cold mix resurfacing when milling is not full depth	8	VERY GOOD – Recent sealcoat or new road mix. Little or no maintenance required.
55	Cold Mix Asphalt Pavement (CMAC) Surface + Base <7"	9	EXCELLENT – Recent overlay, like new.
	▪ Includes pavement pulverized and resurfaced with CMAC	10	EXCELLENT – New Construction
	▪ Includes full depth milling and resurfacing with CMAC	Paser Ratings for <u>Unimproved/Earth (25,30) and Brick and Block (80)</u>	
57	Cold Mix Asphalt Pavement (CMAC) Surface + Base >7"	Rating	Pavement Condition
	▪ Includes pavement pulverized and resurfaced with CMAC	1	POOR – Reconstruction needed.
	▪ Includes full depth milling and resurfacing with CMAC	2	FAIR – Significant grading required.
60	Hot Mix Asphalt Pavement on Concrete (HMAC on PCC)	3	GOOD – Routine maintenance or spot grading helpful.
	▪ Includes full depth milling and resurfacing with CMAC	4	VERY GOOD – No improvement needed.
65	Hot Mix Resurfacing (overlay) on Asphalt Pavement		
	▪ Includes HMAC overlay on hot mix pavement		
	▪ Includes HMAC overlay on cold mix pavement		
	▪ Includes mill and HMAC resurface when milling is not full depth		
70	Hot Mix Asphalt Pavement (HMAC)		
	▪ Includes full depth HMAC pavement		
	▪ Includes pulverized and resurfaced with HMAC		
	▪ Includes full depth milling and resurfacing with HMAC pavement		
75	Concrete Pavement (PCC)		
80	Brick or Block Pavement		

APPENDIX V PROJECT SELECTION COMMITTEE FLOWCHARTS









City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-53 Supporting the Village of Ashwaubenon DNR Grant Application for Bicycle and Pedestrian Improvements on West Main Avenue.

The Board of Public Works at the May 11, 2020 meeting approved the resolution supporting the Village of Ashwaubenon DNR Grant Application for Bicycle and Pedestrian Improvements on West Main Avenue and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote. The Village of Ashwaubenon intends to apply to the Wisconsin Department of Natural Resources (WDNR) for a grant for bicycle and pedestrian improvements on West Main Avenue. The Village is requesting the City approve a resolution (see attached) supporting the Village's grant application. The City would not be responsible for any project costs.

Staff recommends approving the resolution and forwarding to City Council for final approval.

ATTACHMENTS:

- Reso20-53 (DOCX)

RESOLUTION #20-53

SUPPORTING THE VILLAGE OF ASHWAUBENON'S APPLICATION FOR A WISCONSIN DEPARTMENT OF TRANSPORTATION (WisDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS ON WEST MAIN AVENUE.

WHEREAS, the Village of Ashwaubenon intends to apply to the WisDOT for a grant for the 2018-2022 TAP cycle; and

WHEREAS, the Village of Ashwaubenon has support of their Village Board and administrative staff for completion of said TAP application and future construction of said project upon receipt of an award; and

WHEREAS, the proposed project is located on the south side of West Main Avenue; west of I-41 from the western-most traffic circle in De Pere to Sand Acres Drive in Ashwaubenon; and

WHEREAS, the City of De Pere and the Village of Ashwaubenon share a municipal boundary on West Main Avenue; and

WHEREAS, the City of De Pere generally supports the improvement of bicycle and pedestrian access and mobility within the City and larger region; and

WHEREAS, the City of De Pere adopted a Comprehensive Plan in 2010 which includes Chapter 10: De Pere Bicycle and Pedestrian Plan; and

WHEREAS, the proposed project is generally consistent with the De Pere Comprehensive Plan, including Chapter 10; and

WHEREAS, the City of De Pere is not responsible for project costs; and

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of De Pere supports the application by the Village of Ashwaubenon for a 2018-2022 WisDOT TAP grant for the construction of a multi-use trail along the south side of West Main Avenue.

Adopted by the Common Council of the City of De Pere, Wisconsin this 19th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/11/2020

Attachment: Reso20-53 (9551 : Resolution #20-53 Supporting the Village of Ashwaubenon DNR Grant Application)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-54 Authorizing Installment Payment of Sidewalk Repair and Replacement Expenses in Excess of \$1,000 Ordered Under Wis. Stats. § 66.0907.

The Board of Public Works at the May 11, 2020 meeting approved the 2020 special charges for sidewalk repairs and a five year payment plan for charges over \$1,000 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-54 (DOCX)
- 2020 0511 CI_BOPW_Consider 2020 Sidewalk Repair Orders (PDF)
- Attachment 1-2020 Order of the Board of Public Works (PDF)
- Attachment 2-CE_Project_20-05_Yearly-Program (PDF)
- Attachment 3-2020 Estimated Sidewalk & Sidewalk Replacement Costs (DOCX)
- Attachment 4-2020 Sidewalk Repair Letter to Property Owner (PDF)
- Attachment 5-2020 Sidewalk Notification Letter City Responsibility (PDF)
- Attachment 6-Property_Sidewalk_Repair_List (PDF)
- Attachment 7-Top 20 Assessments (PDF)

RESOLUTION #20-54

AUTHORIZING INSTALLMENT PAYMENT OF SIDEWALK REPAIR AND REPLACEMENT
EXPENSES IN EXCESS OF \$1000 ORDERED UNDER WIS. STATS. §66.0907

WHEREAS, pursuant to Wis. Stats. §66.0907, the Board of Public Works is authorized to issue orders to property owners for the repair or replacement of unsafe, defective or insufficient sidewalk within city right-of-way adjacent to said property; and

WHEREAS, Wis. Stats. §66.0907(f) authorizes the Council, by Resolution, to provide that expenses incurred in City repair or replacement of such sidewalk be paid in annual installments as a special charge against the property until all installments have been paid; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends the Council allow for payment of such sidewalk repair or replacement expenses in up to five (5) annual installments, together with interest at the rate of 3.365% (which represents the interest rate at which the city last issued bonds, plus 1%) for costs in excess of \$1,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the payment of expenses incurred in the City's sidewalk repair or replacement pursuant to Order of the Board of Public Works under Wis. Stats. §66.0907 may be made in up to five (5) annual installments, together with interest thereon at the rate of 3.365% for costs in excess of \$1,000.

BE IT FURTHER RESOLVED THAT:

The Clerk shall charge against the parcel each year until all installments have been entered and collected like other taxes upon real estate.

Resolution #20-54

Page 2 of 2

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 May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/11/2020

Attachment: Reso20-54 (9550 : Res #20-54 Authorizing Installment Payment for Sidewalk and Repair and Replacement over \$1,000)

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: May 11, 2020
RE: **Consider 2020 Sidewalk Repair Orders or Special Assessment**

Each year the City inspects 1/8 of the City for required repairs to sidewalks. This year the repair area is the east side of the Fox River, north of Charles Street and east of Webster Avenue. Sidewalks are inspected per the attached "Defective Sidewalk and Acceptable Repairs".

Work under the contract will be completed under Project 20-05 Sidewalk and Curb Repairs.

Due to some large sidewalk repair requirements, there are some significant charges for the sidewalk repair. Sidewalks have been handled via special charges in the past and only have one year to pay the charge. Property owners are notified of the special charge after the Board meeting when the Order is approved. In 2019, an alternative allowing property owners with a special charge exceeding \$1,000 to have a 5-year payback period was approved by the Board. In 2020, there are 68 properties meeting this condition with tentative special charges exceeding \$1,000.

Attachments for this item include:

- 1) Order of the Board of Public Works
- 2) Yearly Program
- 3) Estimated Sidewalk and Sidewalk Replacement Costs
- 4) Sidewalk Repair Letter to Property Owner
- 5) Sidewalk Notification Letter City Responsibility
- 6) Sidewalk Repair List
- 7) Top 20 Assessments for 2020

Staff recommends the Board either order repairs or consider special assessments for the 2020 sidewalk repair program.

MAY 11, 2020

**ORDER OF THE BOARD OF PUBLIC WORKS
FOR SIDEWALK REPAIRS UNDER
SECTION 66.0907, WISCONSIN STATUTES**

The Board of Public Works of the City of De Pere, Brown County, Wisconsin, has found that certain sidewalks on the following streets were unsafe, defective or insufficient, to-wit:

East side of the Fox River, north of Charles Street, east of Webster Avenue

The Board of Public Works orders that all defective sidewalks identified on the attached property and repair listing be removed and replaced or otherwise corrected as identified therein and in accordance with the standards set forth and the established grade.

All owners of property fronting on said streets are ordered to remove and replace that portion of the sidewalk in need for repair and abutting their premises on or before the 30th day of June, 2020. If any owner fails to comply with this order, the City of De Pere shall cause the work on their sidewalk to be done by contract and shall charge the cost as a special tax against their lot or parcel.

A copy of this order shall be mailed to each owner or their agent, and shall be published in the official newspaper.

Dated at De Pere, Wisconsin, this 11th day of May, 2020

BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN

Eric P. Rakers, P.E.
City Engineer

SIDEWALK REPAIR AND REPLACEMENT PROGRAM

<u>YEAR</u>	<u>DESCRIPTION OF AREA</u>
2020	East side of Fox River, north of Charles, east of Webster
2021	West side of Fox River, east of RR tracks, north of Scheuring
2022	West side of Fox River, south of Scheuring Road
2023	East side of Fox River, south of Charles Street, west of Jordan/Ontario
2024	East side of Fox River, south of Charles, east of Jordan/Ontario
2025	West side of Fox River, west of RR tracks, north of Grant Street
2026	West side of Fox River, west of RR tracks, Grant to Scheuring
2027	East side of Fox River, north of Charles, west of Webster

GUIDELINES

DEFECTIVE SIDEWALK AND ACCEPTABLE REPAIRS		
<u>CRITERIA</u>	<u>DEFECT</u>	<u>REPAIRS*</u>
Vertical Displacement	3/4" high or greater for 12" of joint	---Replace ---Mudjack ---Grinding up to 2" vertical
Horizontal Displacement	Greater than 1/2" for crack 3' or longer	---Replace ---Level crack may be cleaned and filled with concrete epoxy
Profile Variance	Over 4" per slab	---Replace ---Mudjack
Inverse Slope	Trapped water	---Replace ---Mudjack
Surface Imperfections	---50% or more of slab spalled ---Missing piece 3"x3" or greater ---Over 10' of cracks per slab	---Replace ---Missing piece up to 12" x 12" may be cleaned and filled with concrete epoxy

***Ramping of Vertical Displacement or Concrete Overlay of sidewalk are NOT acceptable repairs.**

2020

ESTIMATED COSTS

SIDEWALK & SIDEWALK REPLACEMENT

REPLACEMENT 4" SIDEWALK

Remove and Replace 4-Inch Concrete	\$8.33
Basecourse	0.47
Ties	1.04
Engineering, Admin, & Contingency	<u>2.46</u>
TOTAL	\$12.30/S.F. = \$61.50/L.F.

REPLACEMENT 6" DRIVEWAY

Remove and Replace 6-Inch Concrete	\$8.89
Basecourse	0.47
Ties	1.04
Engineering, Admin, & Contingency	<u>2.60</u>
TOTAL	\$13.00/S.F. = \$65.00/L.F.

NEW 4" SIDEWALKS

Remove and Replace 6-Inch Concrete	\$6.67
Basecourse	0.71
Ties	1.04
Engineering, Admin, & Contingency	<u>2.11</u>
TOTAL	\$10.53/S.F. = \$52.63/L.F.

NEW 6" DRIVEWAY

Remove and Replace 6-Inch Concrete	\$7.78
Basecourse	0.71
Ties	1.04
Engineering, Admin, & Contingency	<u>2.38</u>
TOTAL	\$11.91/S.F. = \$59.55/L.F.

CITY OF DE PERE

Engineering

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



DATE

<<OWNMAIL1>>

<<OWNMAIL3>>

<<OWNMAIL4>>

DEAR PROPERTY OWNER:

In 1974 the Board of Public Works of the City of De Pere initiated a program to make all sidewalks in the City safe for pedestrians. Annually since then, the Board has selected an area of the City for review and correction. This year your area was chosen.

Using guidelines set by the Board, the Engineering Department inspected the sidewalk abutting your property. Sections of sidewalk in need of correction were marked as follows:

1. Sections Marked in Green Paint are the Homeowner's Responsibility:

Individual sections are sprayed with green paint. Note that multiple sections may also be marked in this way. Multiple sections marked with a green arrow indicates that all sections between, and including the arrows should be repaired. Repair of defects marked green are the property owners responsibility.

2. Sections marked with white paint are the City's responsibility:

Only defective or hazardous walk has been marked. Please note that occasionally, at the time of construction, it is found that additional adjacent walk needs to be removed and replaced to properly align the repair walk.

The findings of the Engineering Department were reported to the Board of Public Works on May 11, 2020. Upon review, the Board ordered repairs on the quantity of sidewalk panels listed on the next page at your property (approximate quantity):

Sidewalk Repairs at <<LOCATION>>, Parcel ID: <<PARCELID>>

Distress	Number of Panels	Approximate Cost
Horizontal Displacement:	<<HD>> Panels	\$<<HDCOST>>
Vertical Displacement:	<<VD>> Panels	\$<<VDCOST>>
Surface Imperfections:	<<SI>> Panels	\$<<SICOST>>
Other:	<<O>> Panels	\$<<OCOST>>
TOTAL:	<<SUMPANEL>>	\$<<SUMCOST>>

The order allows you to make the corrections yourself or to arrange to have them made by a duly licensed sidewalk contractor (visit www.deperewi.gov) of your choice on or before June 30, 2020. Any work remaining after that date will be done by the City by contract. If you make any repairs by mud-jacking, grinding, or crack filling with concrete epoxy, (where allowed) please contact the Engineering Department by June 30, 2020 to have the repairs inspected and approved. Ramping of vertical displacement is NOT acceptable. The 2020 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 4-inch thick sidewalk panel is \$307.50 (\$61.50 per linear foot). The 2020 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 6-inch thick sidewalk panel across a driveway is \$325.00 (\$65.00 per linear foot). **Sidewalk that is replaced by the City Contractor will be seeded. The Homeowner is required to water and maintain.**

*** Property owners with invisible fences or sprinkling systems located in the City right-of-way should have these items located prior to construction. The contractor cannot guarantee the condition of these items once construction begins.**

Your cooperation toward the attainment of safer sidewalks is appreciated. If you should have any questions regarding this matter, please call Kelly Demeny with the City Engineering Department at 339-4072, extension 2234 or contact him by email at kdemeny@mail.deperere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel, PE
Assistant City Engineer

CITY OF DE PERE

Engineering

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



DATE

<<OWNMAIL1>>

<<OWNMAIL3>>

<<OWNMAIL4>>

Re: City Sidewalk Repairs at <<LOCATION>>, <<PARCELID>>

DEAR PROPERTY OWNER:

In 1974 the Board of Public Works of the City of De Pere initiated a program to make all sidewalks in the City safe for pedestrians. Annually since then, the Board has selected an area of the City for review and correction. This year your area was chosen.

You are receiving this letter to inform you that the City will be performing sidewalk repairs adjacent to your property. There is no charge to you for these repairs because the terrace trees are determined to have caused the damage.

Using guidelines set by the Board, the Engineering Department inspected the sidewalk abutting your property. Sections of sidewalk in need of correction were marked as follows:

- Sections in need of repairs are marked with green or white paint.
- Sections marked with white paint are the City's responsibility. Note that multiple sections may be marked in this way.

Only defective or hazardous walk has been marked. Please note that occasionally, at the time of construction, it is found that additional adjacent walk needs to be removed and replaced to properly align the repair walk.

The sidewalk that is replaced by the City Contractor will be seeded. The property owner is required to water and maintain the landscaping area.

*** Property owners with invisible fences or sprinkling systems located in the city right-of-way should have these items located prior to construction. The contractor cannot guarantee the condition of these items once construction begins.**

Your cooperation toward the attainment of safer sidewalks is appreciated. If you should have any questions regarding this matter, please call Kelly Demeny with the City Engineering Department at 339-4072, extension 2234 or contact him by email at kdemeny@mail.depere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel
Assistant City Engineer

CITY OF DE PERE PROJECT 20-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Other	Total Panel:
PARCELID	LOCATION	OWNMAIL1	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
ED-582-85	1620 LEBRUN ST	ANDREW N LAUBENSTEIN	23				23
ED-582-F-7	1415 CHARLES ST	JOHN R HILL	14	5			19
ED-1435-F-6	1602 RIDGEWAY DR	PATRICIA A MOORE	9	4			13
ED-49-2	119 S WEBSTER AVE	PETER D FROELICH	12	1			13
ED-714-N-3	1625 RIDGEWAY DR	MARK C WEGNER	13				13
ED-1164-R-32-1	1901 RIDGEWAY DR	WE RIVER PARK TERRACE LLC	12				12
ED-582-F-14	143 S CLAY ST	WILLIAM R PATZKE	7	2		2	11
ED-714-G-52	1738 RUSK ST	LYNN A GEURTS	10	1			11
ED-1128-L-2	1420 RIDGEWAY DR	COOPER WALKER, ETAL	5	3		2	10
ED-582-124	872 MANDALAY TER	SEAN D COLLINS, ETAL	9	1			10
ED-631-3	145 S WEBSTER AVE	BENJAMIN J PUETZ	10				10
ED-1164-R-19	801 MANITOWISH PL	RANDY D MCVEY	7	1			8
ED-39-1	702 N WEBSTER AVE	KERRY R METOXEN	7	1			8
ED-582-F-5	130 S CLAY ST	DONNA M TRACHTE	4	4			8
ED-714-T-40	143 NOB HILL LN	PETER C SCHULD	8				8
ED-39	726 N WEBSTER AVE	RENEE HEMAUER	3	4			7
ED-371-D-24	1626 WILLARD TER	DALE J RHODES	1	5			6
ED-41-3	630 N WEBSTER AVE	JOSHUA J STEWART	4	2			6
ED-582-40	836 N CLAY ST	KATHRYN A TOBIAS	6				6
ED-582-65	848 VOELKER ST	JEFFRY J GEURTS	6				6
ED-714-G-21	1648 RUSK ST	THOMAS P IRISH		6			6
ED-714-Q-1	535 BRULE RD 11	MALONEY RONALD P & ELAINE M REVOCABLE TRUST	6				6
ED-1128-L-27	502 N CLAY ST	BARBARA L HENDRICKS	2	3			5
ED-1164-R-121	825 EAST RIVER DR	C P LEGACY LLC	3	2			5
ED-124-K-1	103 ZITA ST	DUSTIN L NELSON	4	1			5
ED-124-K-16	1603 ZITA ST	THOMAS D HENDRA JR		5			5
ED-38-1	812 VOELKER ST	PAUL A KUROWSKI	4	1			5
ED-44	104 N WEBSTER AVE	JOLENE M HUSSONG, ETAL	4	1			5
ED-49	111 S WEBSTER AVE	LINDA T BRITTNACHER	5				5
ED-582-35	856 N CLAY ST	SUSAN A BAIER		5			5
ED-582-43	824 N CLAY ST	LAUREL L METOXEN	5				5
ED-582-60	859 VOELKER ST	DONALD J SLIWKA	5				5
ED-582-F-12	131 S CLAY ST	ERIC S CUNNINGHAM	5				5
ED-714-T-43	124 CRESTVIEW LN	JONATHON W NEJEDLO		5			5
ED-714-T-41	144 CRESTVIEW LN	JEFFREY D RITTER	4	0.5			4.5
ED-1128-5	1643 ZITA ST	PATRICK K PROCHNOW	1	3			4
ED-1128-L-15	1502 RIDGEWAY DR	VANSTRATEN PROPERTIES OF DE PERE LLC	3	1			4
ED-1203-S-1	142 SCOUT WAY	THOMAS B MONAHAN	3	1			4
ED-124-K-28	104 ZITA ST	STEPHEN P MCCARTHY	2	2			4
ED-124-Q-20	503 ACREVIEW DR	ZACHARY MILBACH	4				4
ED-124-Q-25	1657 WILLARD TER	STEVEN D PETERS	2	2			4
ED-124-Q-6	505 LIBAL ST	JOSEPH G ZEGERS	3	1			4
ED-2225	749 EAST RIVER DR	JOSEPH S MORROW	4				4
ED-371-D-17	625 VOELKER ST	CHRISTOPHER R ZITTLLOW			4		4
ED-371-D-8	1639 WILLARD TER	TRACY A VANDELOO	2	2			4
ED-37-3	803 VOELKER ST	ERIC H BOULANGER	4				4
ED-39-1-1	710 N WEBSTER AVE	JOHN J VANDENLANGENBERG	3	1			4
ED-41-2	624 N WEBSTER AVE	DONALD R MOSHER	2	2			4
ED-43-1	120 N WEBSTER AVE	ROBERT L NOVAK	1	2		1	4
ED-43-3	116 N WEBSTER AVE	ZYCH MARY F REVOCABLE TRUST OF 1990	2	2			4
ED-49-1	125 S WEBSTER AVE	KENDALL S TILKENS	4				4
ED-582-139	871 MANDALAY TER	PAUL A MCKLVEEN		1	3		4
ED-582-38	844 N CLAY ST	TIFANY M N PARTHIE	2	2			4
ED-582-49	800 N CLAY ST	JEFFERY BAUDRY	1	3			4
ED-714-G-24	1702 RUSK ST	LEO J KERKHOFF	2	2			4
ED-714-G-25	111 CRESTVIEW LN	GREGORY M KYLES		4			4
ED-714-G-38	143 ACREVIEW DR	ALLEN J LUBERDA		4			4
ED-714-G-49	103 ACREVIEW DR	LARRY KEMP	1	3			4
ED-714-G-57	1761 CHARLES ST	EDDIE A THUROW, ETAL	2	2			4
ED-714-G-61	1735 CHARLES ST	DAVID J KEYSER	3	1			4
ED-714-N-14	1702 RIDGEWAY DR	MICHAEL J REEDY	4				4

CITY OF DE PERE PROJECT 20-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Other	Total Panel:
PARCELID	LOCATION	OWNMAIL1	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
ED-714-N-2	1605 RIDGEWAY DR	VL REAL ESTATE LLC	4				4
ED-714-N-6	812 SMITS ST	JAMIE L TANK	1	3			4
ED-631-2	137 S WEBSTER AVE	DAVID G MINTEN	1	2.5			3.5
ED-714-T-42	134 CRESTVIEW LN	ALEX TESLYUK	2	1.5			3.5
ED-1128-L-17	706 N CLAY ST	ANDREW L VANDEWALLE	1	2			3
ED-1164-R-192	551 LIBAL ST	CORY D BOMMERSBACH		3			3
ED-1164-R-200	701 CANBERRY CT	KENNETH A ROTHE		3			3
ED-1203-O-24	1842 N SUNKIST CIR	RONALD R SPIELBAUER		3			3
ED-1203-S-12	145 LORRIE WAY	GUINNESS DEVELOPMENT LLC	1	2			3
ED-1203-S-4	123 SCOUT WAY	JOSWICK ROBERT F & BARBARA J REVOCABLE TRUST	2	1			3
ED-1203-S-6	143 SCOUT WAY	KIM M CALAWAYLAUBUGE	1	2			3
ED-124-K-24	1602 ZITA ST	DAVID M MINKEY, ETAL		3			3
ED-124-Q-32	509 CRESTVIEW LN	BOWHOUSEN DOUGLAS L & RENIE LIVING TRUST	1	2			3
ED-124-Q-8	1735 RUSK ST	PATRICK J AHRENS	3				3
ED-124-Q-9	1721 RUSK ST	BENJAMIN J CHRISTENSEN	3				3
ED-1435-F-1	1520 RIDGEWAY DR	BARBARA A KRULL	3				3
ED-1435-F-5	708 VOELKER ST	KEVIN C GEHLHOFF	2	1			3
ED-2481	792 EAST RIVER DR	ELIZABETH D HANSEN		3			3
ED-371-D-15	637 VOELKER ST	NANCY FENWICK KIEL	2	1			3
ED-371-D-23	1620 WILLARD TER	JONATHAN D DUNBAR		3			3
ED-371-D-28	1633 RUSK ST	MARGARET A RUEHR		3			3
ED-371-D-33	1603 RUSK ST	THEODORE S KORDES	2	1			3
ED-41-1	636 N WEBSTER AVE	CODY J STASZAK	3				3
ED-582-1	860 N WEBSTER AVE	COTTER INVESTMENTS LLC	2			1	3
ED-582-119	1774 LEBRUN ST	BRADLEY M GAWINSKI		3			3
ED-582-13	816 N WEBSTER AVE	SHELLY J ENGEL	1	2			3
ED-582-42	830 N CLAY ST	ARVIN A PREBELSKI	2	1			3
ED-582-44	820 N CLAY ST	CARRIE E CONDON	2	1			3
ED-582-61	1520 LEBRUN ST	DANIEL L YACH	2	1			3
ED-582-7	836 N WEBSTER AVE	DAVID A KOESTER	1			2	3
ED-582-81	849 SMITS ST	KERSTEN FREDERICK I & KAREN PREVETTI LIV TRUST	2	1			3
ED-582-F-2	108 S CLAY ST	NANCY LUND, ETAL		3			3
ED-582-F-4	122 S CLAY ST	LAWRENCE E BARTON	1	2			3
ED-582-F-6	138 S CLAY ST	MICHAEL J NELSON	2	1			3
ED-714-G-179	740 DESPLAINE RD	WILLIAM T LEGGETT		3			3
ED-714-G-22	1651 ZITA ST	JANICE M JOHNSON	1	2			3
ED-714-G-28	125 CRESTVIEW LN	DONALD J LINK	1	2			3
ED-714-G-37	102 ACREVIEW DR	MARK J MATZKE		3			3
ED-714-G-54	114 LIBAL ST	JOHN R CORNELL		3			3
ED-714-G-60	1741 CHARLES ST	WILLIAM L OURADNIK, ETAL	1	2			3
ED-714-G-62	1729 CHARLES ST	WILLIAM R RYAN		3			3
ED-714-G-96	1821 CHARLES ST	KEEHAN CHARLES G & MARGARET J REVOCABLE TRUST	3				3
ED-714-G-99	1843 CHARLES ST	CHARLES M BURKEL		3			3
ED-1128-L-25	602 N CLAY ST	THIAGO DOS SANTOS BARBOSA	1	1.5			2.5
ED-371-D-29	1627 RUSK ST	PETER T VANDERZANDEN		2.5			2.5
ED-631-4	141 S WEBSTER AVE	HANNAH FAMEREE	1	1.5			2.5
ED-1128-5-2	1644 ZITA ST	BRIAN A LEUTHNER	1	1			2
ED-1128-L-13	507 N CLAY ST	DAVID J COLLINS	1	1			2
ED-1128-L-14	1425 RUSK ST	MICHAEL J REEDY		2			2
ED-1128-L-16	712 N CLAY ST	JESSIFER LLC	2				2
ED-1128-L-20	630 N CLAY ST	DANIEL T FISHER	1	1			2
ED-1128-L-5	703 N CLAY ST	TIM G FABRY	1	1			2
ED-1128-L-6	637 N CLAY ST	HIGGINS ELIZABETH A REVOCABLE LIVING TRUST	2				2
ED-1128-L-9	613 N CLAY ST	ZWICK LLC	1	1			2
ED-1164-R-113	714 DESPLAINE RD	JOHN F MEYER		2			2
ED-1164-R-193	700 CANBERRY CT	SCOTT A KRUEGER		2			2
ED-1164-R-279	1989 PIKE LN	TYLER R JOHNSON		2			2
ED-1203-O-1	1865 S SUNKIST CIR	TRAVIS R LIPSH	2				2
ED-1203-O-12	1808 S SUNKIST CIR	WILLIAM R NEWHOUSE		2			2
ED-1203-O-16	1827 S SUNKIST CIR	DANIEL R BIEBEL		2			2
ED-1203-O-2	1864 S SUNKIST CIR	GARY C NOBLE		2			2

CITY OF DE PERE PROJECT 20-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement Panels (5'x5')	Vertical Displacement Panels (5'x5')	Surface Imperfections Panels (5'x5')	Other Panels (5'x5')	Total Panel:
PARCELID	LOCATION	OWNMAIL1					
ED-1203-O-29	1810 N SUNKIST CIR	DANIEL W MOORE		2			2
ED-1203-S-11	135 LORRIE WAY	ANTOINETTE M ETTER		2			2
ED-1203-S-3	122 SCOUT WAY	JOSHUA M CALEWARTS, ETAL	1	1			2
ED-1203-S-7	144 LORRIE WAY	ANTOINETTE M ETTER		2			2
ED-1203-S-8	134 LORRIE WAY	DANIEL J SHANNON		2			2
ED-124-K-10	1635 ZITA ST	RICHARD L COOLEY	1	1			2
ED-124-K-13	1621 ZITA ST	MICHAEL R HERSONROESER	1	1			2
ED-124-K-15	1609 ZITA ST	RYAN L KRAFFT		2			2
ED-124-K-2	1608 RUSK ST	STUART T MOHONEY		2			2
ED-124-K-21	1620 ZITA ST	KEVIN C RESS	1	1			2
ED-124-K-23	1608 ZITA ST	SCOTT DEGROOT	1	1			2
ED-124-K-26	116 ZITA ST	MAZIN S ALSHAKHLY		2			2
ED-124-K-27	110 ZITA ST	KRIS A SCHULLER		2			2
ED-124-K-4	1620 RUSK ST	JOHN R GOVE	1	1			2
ED-124-K-8	1638 RUSK ST	SEAN M CORRIGAN	1	1			2
ED-124-Q-21	502 CRESTVIEW LN	ANTHONY F FISCHER	1	1			2
ED-124-Q-23	514 CRESTVIEW LN	CHARLES J WHITE		2			2
ED-124-Q-26	1651 WILLARD TER	ANDREW KOPLING	1	1			2
ED-124-Q-34	1644 WILLARD TER	JAMES E GORD		2			2
ED-124-Q-7	1739 RUSK ST	RONALD R HUISHEERE		2			2
ED-1435-F-2	711 VOELKER ST	THOMAS P BYRNE		2			2
ED-1435-F-4	702 VOELKER ST	RICHARD S DENIS		2			2
ED-2103	2141 CHARLES ST	PETER R SABEL		2			2
ED-2229	717 EAST RIVER DR	TAD C COMEAU	1	1			2
ED-2323	1807 RIDGEWAY DR 32	JOHN W SELL	2				2
ED-2479	798 EAST RIVER DR	NICHOLAS J SCHADRIE	2				2
ED-2518	634 BLACK EARTH DR	SCOTT A FISHER		2			2
ED-2560	2101 TENMILE DR	ORLOWSKI MARY G REVOCABLE TRUST	1	1			2
ED-371-D-11	1621 WILLARD TER	JUSTIN D SEIDL		2			2
ED-371-D-12	1615 WILLARD TER	LAURIE A HULTMAN				2	2
ED-371-D-16	631 VOELKER ST	BOURGEOIS L GRANT & JEAN C REVOCABLE TRUST		1	1		2
ED-371-D-18	619 VOELKER ST	STEVEN E LINDEN	1	1			2
ED-371-D-19	613 VOELKER ST	NICHOLAS E EMPEY	2				2
ED-371-D-20	1604 WILLARD TER	CHRISTOPHER A BREHM	2				2
ED-371-D-30	1621 RUSK ST	TODD P MCGUIRE	2				2
ED-43-2	112 N WEBSTER AVE	BENJAMIN J HENDRICKS		2			2
ED-49-3	101 S WEBSTER AVE	ERICA J MURRAY		1		1	2
ED-582-137	855 MANDALAY TER	TIM R SPLITTERGERBER			2		2
ED-582-15	1405 RIDGEWAY DR	TROY STROESSENREUTHER	1			1	2
ED-582-22	819 N CLAY ST	RONALD V UPTON JR		2			2
ED-582-29	845 N CLAY ST	NICHOLAS PETERSEN	2				2
ED-582-30	849 N CLAY ST	MARY JANE A HERBER		2			2
ED-582-33	861 N CLAY ST	MARK A SABLICH	1	1			2
ED-582-34	1510 LEBRUN ST	CJG PROPERTIES LLC	2				2
ED-582-5	840 N WEBSTER AVE	ROBERT J DEGROOT	2				2
ED-582-59	853 VOELKER ST	JOSEPH R LINNANE		2			2
ED-582-70	828 VOELKER ST	PA LEE MOUA		2			2
ED-582-73	816 VOELKER ST	WILLIAM PICARD		2			2
ED-582-74	817 SMITS ST	ANDREW A ROWELL		1		1	2
ED-582-76	823 SMITS ST	RONALD L ACHENBACH		2			2
ED-582-9	828 N WEBSTER AVE	VANEREM JOINT REVOCABLE TRUST		2			2
ED-582-F-10	117 S CLAY ST	CRYSTAL M HEIMDUAI ME	2				2
ED-582-F-8	103 S CLAY ST	JOSEPH D VANEREM		2			2
ED-714-G-23	1648 ZITA ST	TAMRA RHODES, ETAL		2			2
ED-714-G-30	145 CRESTVIEW LN	HERBERT C FOOTE		2			2
ED-714-G-34	120 ACREVIEW DR	MICHAEL LERCH	1	1			2
ED-714-G-39	133 ACREVIEW DR	JAMES JOSEPH KYLES		2			2
ED-714-G-47	1723 JONATHAN CT	DAVE EVANS	1	1			2
ED-714-G-59	1747 CHARLES ST	DAVID J BOYEA		2			2
ED-714-G-64	111 LIBAL ST	JOHN E BOHN, ETAL		2			2
ED-714-G-65	1809 SHELLEY LN	JEFFREY M FRANKEN	2				2

CITY OF DE PERE PROJECT 20-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Other	Total Panel:
PARCELID	LOCATION	OWNMAIL1	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
ED-714-G-79	510 BRULE RD	DAVID I EVANS, ETAL	2				2
ED-714-N-15	1712 RIDGEWAY DR	BELL WILLIAM J & PATRICIA A TRUST OF 1995	2				2
ED-714-N-4	809 SMITS ST	JILL M LIEBERGEN		1		1	2
ED-714-N-8	802 SMITS ST	THOMAS B MONAHAN		2			2
ED-1128-L-26	506 N CLAY ST	LISA R LEITERMAN	1	0.5			1.5
ED-45-1	1515 RUSK ST	JON R ROGGER, ETAL		1.5			1.5
ED-45-2	1521 RUSK ST	KENT D JOHNSON		1.5			1.5
ED-1128-11-A	1808 RIDGEWAY DR	OCCAM LLC		1			1
ED-1128-L-11	607 N CLAY ST	DONALD R SHRYOCK	1				1
ED-1128-L-12	603 N CLAY ST	JEFFREY P SHOMAN	1				1
ED-1128-L-21	624 N CLAY ST	MICHAEL KELLEY		1			1
ED-1128-L-3	707 N CLAY ST	MICHAEL J REEDY		1			1
ED-1164-R-1	1821 RIDGEWAY DR	JONATHAN E SANFORD		1			1
ED-1164-R-108	715 DESPLAINE RD	ASHLEY MONSON, ETAL	1				1
ED-1164-R-114	710 DESPLAINE RD	NINA M SENGBUSCH		1			1
ED-1164-R-115	706 DESPLAINE RD	JILL A BAKER		1			1
ED-1164-R-116	702 DESPLAINE RD	MATTHEW A SECORA		1			1
ED-1164-R-118	1974 RIDGEWAY DR	DENEYS JAMES W & DORIS A REVOCABLE TRUST ETAL		1			1
ED-1164-R-119	1978 RIDGEWAY DR	KELLIE K BENO		1			1
ED-1164-R-136	802 E GILE CIR	JASON C DAMSHEUSER		1			1
ED-1164-R-189	533 LIBAL ST	DENNIS G KLARKOWSKI		1			1
ED-1164-R-191	545 LIBAL ST	DEREK A & AMY M BEIDERWIEDEN LIVING TRUST OF 2019		1			1
ED-1164-R-235	728 DESPLAINE RD	ALLISON J JANDT		1			1
ED-1164-R-255	737 DESPLAINE RD	KAYLA L JANSSEN		1			1
ED-1164-R-268	1901 PIKE LN	EDDIE A THUROW, ETAL		1			1
ED-1164-R-293	1727 RIDGEWAY DR	JEFFREY A SINNAEVE		1			1
ED-1164-R-296	1751 RIDGEWAY DR	JEFFREY A FIEBIG		1			1
ED-1164-R-299	1775 RIDGEWAY DR	THOMAS J CAFFREY		1			1
ED-1164-R-300	1783 RIDGEWAY DR	STEVEN D RUBRINGER	1				1
ED-1164-R-31	802 MANITOWISH PL	MEYER & SONS HOLDINGS LLC	1				1
ED-1164-R-40	720 EAU CLAIRE PL	BRENDON WALLACE		1			1
ED-1164-R-58	1801 SUGAR PL	LAUREL E ANDERSON	1				1
ED-1203-O-11	1814 S SUNKIST CIR	CHARLES A THOMPSON		1			1
ED-1203-O-17	1833 S SUNKIST CIR	KATHRYN A LOCKWOOD, ETAL		1			1
ED-1203-O-31	1813 N SUNKIST CIR	DAVID L LASEE		1			1
ED-1203-O-32	1819 N SUNKIST CIR	JON E JENSEN		1			1
ED-1203-O-33	1825 N SUNKIST CIR	SHANE J & KRISTY L SUDA JOINT REVOCABLE TRUST		1			1
ED-1203-O-34	1831 N SUNKIST CIR	KEVIN F & CHRISTINE M WELCH, ETAL		1			1
ED-1203-O-5	1846 S SUNKIST CIR	ALEXANDER T JESKE		1			1
ED-1203-O-7	1838 S SUNKIST CIR	JOHN R KLAUS		1			1
ED-1203-O-8	1832 S SUNKIST CIR	NATHAN R QUALLS		1			1
ED-1203-S-5	133 SCOUT WAY	J GLENN LEHNERT		1			1
ED-1203-S-9	124 LORRIE WAY	SCOTT A HEGGELAND, ETAL		1			1
ED-124-K-14	1615 ZITA ST	SCOTT B MCPHERSON		1			1
ED-124-K-17	1638 ZITA ST	DAVID A RIEBE	1				1
ED-124-K-18	1634 ZITA ST	ERIC J LAVARDA, ETAL		1			1
ED-124-K-19	1630 ZITA ST	GREGORY T LYNCH		1			1
ED-124-K-22	1614 ZITA ST	ROBERT L GAUSE		1			1
ED-124-K-25	122 ZITA ST	WILLIAM J VANDEHEI		1			1
ED-124-K-29	102 ZITA ST	WILLIAM D PICARD		1			1
ED-124-K-6	1630 RUSK ST	CORY MEETZ		1			1
ED-124-K-7	1634 RUSK ST	DOUGLAS E BROWN		1			1
ED-124-K-9	1639 ZITA ST	HOWARD J ANGELL		1			1
ED-124-Q-1	527 LIBAL ST	GARY A FAULKNER		1			1
ED-124-Q-22	508 CRESTVIEW LN	MICHAEL T EBELING		1			1
ED-124-Q-24	520 CRESTVIEW LN	PAUL J GEVERS		1			1
ED-124-Q-27	1645 WILLARD TER	PATRICK J HICKEY		1			1
ED-124-Q-5	509 LIBAL ST	TERRY L KASARSKY	1				1
ED-1435-F-3	703 VOELKER ST	ERIC L LUDVIGSON		1			1
ED-2083	2005 CHARLES ST	LINDA S ALLEN		1			1
ED-2085	2021 CHARLES ST	SHANNON M PACE		1			1

Attachment: Attachment 6-Property_Sidewalk_Repair_List (9550 : Res #20-54 Authorizing Installment Payment for Sidewalk and Repair and

CITY OF DE PERE PROJECT 20-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Other	Total Panel:
PARCELID	LOCATION	OWNMAIL1	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
ED-2087	2037 CHARLES ST	PATRICK VANDERZANDEN		1			1
ED-2091	2061 CHARLES ST	JAMES B HODGELL II		1			1
ED-2092	2069 CHARLES ST	KLIKA BRIAN J & NICOLE L REVOCABLE TRUST		1			1
ED-2102	2133 CHARLES ST	MARK A SMITH		1			1
ED-2128	810 LIBAL ST 26	SANDRA L SELISSEN		1			1
ED-2210	781 EAST RIVER DR	ZACHARY J VAN REMORTEL		1			1
ED-2231	701 EAST RIVER DR	NICHOLAS J SIMS		1			1
ED-2267	673 EAST RIVER DR	DANIEL LOTTER		1			1
ED-2291	650 EAST RIVER DR	JEFFREY B CRITSER	1				1
ED-2411	820 LIBAL ST 18	NYDIA D VILLANUEVA	1				1
ED-2473	772 EAST RIVER DR	NEDD NIEDERMEYER	1				1
ED-2480	794 EAST RIVER DR	JOHN YANG, ETAL	1				1
ED-2493	2091 RUSHWAY CIR	SHANE M ANDERSON	1				1
ED-2494	764 EAST RIVER DR	SCOTT M HERMAN, ETAL		1			1
ED-2503	2143 YAHARA CIR	LINDA L SAUER		1			1
ED-2507	2169 YAHARA CIR	PHILIP P TIMM		1			1
ED-2508	2177 YAHARA CIR	JEFFREY J DEBAUCHE, ETAL		1			1
ED-2511	2141 TENMILE DR	BARBARA A KOELBL 2009 REVOCABLE TRUST	1				1
ED-2512	2149 TENMILE DR	PETER J LARSCHIED		1			1
ED-2519	626 BLACK EARTH DR	KENNETH J HERMAN		1			1
ED-2557	716 EAST RIVER DR	WILLIAM A KOSNAR		1			1
ED-2609	830 LIBAL ST 7	BARBARA R BRIQUELET	1				1
ED-2611	830 LIBAL ST 9	HUMMEL EDWARDA & CAROLE L TRUST AGT 5/26/2011	1				1
ED-2822	1968 RIDGEWAY DR	FRANK J GRACER III		1			1
ED-35-6	846 SMITS ST	RPRK LLC		1			1
ED-371-D-1	636 VOELKER ST	RANDALL S GRETZINGER	1				1
ED-371-D-14	624 VOELKER ST	W BRADLEY NORMAN JR	1				1
ED-371-D-22	1614 WILLARD TER	DENNIS M DUFFY		1			1
ED-371-D-25	1632 WILLARD TER	MATTHEW S KORNIS		1			1
ED-371-D-26	1638 WILLARD TER	BRANDON BAUER		1			1
ED-371-D-32	1609 RUSK ST	JACULIN M OCONNOR	1				1
ED-371-D-9	1633 WILLARD TER	KEMPEN DONALD & SUSAN TRUST AGREEMENT	1				1
ED-48-1	101 S CLAY ST	GARBER RICHARD O & MARY O REVOC TRUST OF 1994		1			1
ED-49-4	107 S WEBSTER AVE	KYLE J MASON		1			1
ED-582-11	822 N WEBSTER AVE	WILLIAM P ZOELLE		1			1
ED-582-121	1758 LEBRUN ST	KATHLEEN D RYERSON		1			1
ED-582-126	856 MANDALAY TER	WILLIAM J HERLACHE		1			1
ED-582-14	808 N WEBSTER AVE	SHEVAUN P REID				1	1
ED-582-18	1421 RIDGEWAY DR	CORY HANSON	1				1
ED-582-24	825 N CLAY ST	FELIPE A CEVA, ETAL			1		1
ED-582-28	841 N CLAY ST	JUDY A PYAN		1			1
ED-582-31	855 N CLAY ST	PAUL F JOHNSON	1				1
ED-582-37	848 N CLAY ST	RANDALL KARLEN		1			1
ED-582-45	816 N CLAY ST	GERALD J DREIKOSEN		1			1
ED-582-46	812 N CLAY ST	JON S FREDRICKSON		1			1
ED-582-50	817 VOELKER ST	JERRY D LACKEY	1				1
ED-582-52	825 VOELKER ST	GERALD P GILLESPIE	1				1
ED-582-55	837 VOELKER ST	ELSA A REINHART		1			1
ED-582-64	852 VOELKER ST	DONALD THYES	1				1
ED-582-77	829 SMITS ST	MAE H ROHDE		1			1
ED-582-F-1	102 S CLAY ST	WILLIAM J SCHROEDER		1			1
ED-582-F-13	139 S CLAY ST	KIMBERLY COLLINS		1			1
ED-582-F-3	116 S CLAY ST	JUSTIN M CAVIN	1				1
ED-582-F-9	109 S CLAY ST	JOHN P KUBALAK		1			1
ED-631-1	131 S WEBSTER AVE	PATRICK A JULY	1				1
ED-714-G-100	1842 SHELLEY LN	BRAD R DUFRESNE		1			1
ED-714-G-101	1834 SHELLEY LN	BRIAN E BETH	1				1
ED-714-G-105	1808 SHELLEY LN	CHRISTOPHER T HENDRICKS		1			1
ED-714-G-174	1961 CHARLES ST	MICHAELA SIMS		1			1
ED-714-G-175	1971 CHARLES ST	GEORGE M MURPHY		1			1
ED-714-G-176	1981 CHARLES ST	WENDT PAUL T & MARY BETH LIVING TRUST	1				1

Attachment: Attachment 6-Property_Sidewalk_Repair_List (9550 : Res #20-54 Authorizing Installment Payment for Sidewalk and Repair and

CITY OF DE PERE PROJECT 20-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Other	Total Panel:
PARCELID	LOCATION	OWNMAIL1	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
ED-714-G-178	1999 CHARLES ST	JEFFREY G HALL		1			1
ED-714-G-26	115 CRESTVIEW LN	MICHAEL L MEYER		1			1
ED-714-G-27	119 CRESTVIEW LN	RYAN HATCH		1			1
ED-714-G-29	135 CRESTVIEW LN	KEVIN J CORBEILLE		1			1
ED-714-G-31	142 ACREVIEW DR	RAYMOND J STAMER		1			1
ED-714-G-32	132 ACREVIEW DR	WESLEY I JOHNSON		1			1
ED-714-G-33	126 ACREVIEW DR	STEPHEN VANDERLOOP		1			1
ED-714-G-40	1724 JONATHAN CT	STEPHEN D PEETERS		1			1
ED-714-G-48	109 ACREVIEW DR	AUSTIN KOFFARNUS	1				1
ED-714-G-50	1726 RUSK ST	JAMES M REILLY		1			1
ED-714-G-55	120 LIBAL ST	RICHARD J PIATTI, ETAL		1			1
ED-714-G-56	126 LIBAL ST	JESSIE L BILDINGS		1			1
ED-714-G-63	107 LIBAL ST	ANDREW J THYES		1			1
ED-714-G-66	1815 SHELLEY LN	NIELSEN LAWRENCE J & MARY C REVOCABLE TRUST		1			1
ED-714-G-78	1881 CHARLES ST	JEFFREY P PITTMAN		1			1
ED-714-N-1	808 VOELKER ST	MARTIN JOINT REVOCABLE TRUST		1			1
ED-714-N-9	1626 RIDGEWAY DR	HOLLY HOMES LLC		1			1
ED-371-D-27	1639 RUSK ST	MELISSA A WEBSTER		0.5			0.5

TOP 20 ASSESSMENTS				
CITY OF DE PERE			Total Panels	Private Cost
PROJECT 20-05 SIDEWALK AND CURB REPAIR				
PARCELID	LOCATION	OWNMAIL1		
ED-582-85	1620 LEBRUN ST	ANDREW N LAUBENSTEIN	23	\$ 7,475.00
ED-582-F-7	1415 CHARLES ST	JOHN R HILL	19	\$ 6,175.00
ED-1435-F-6	1602 RIDGEWAY DR	PATRICIA A MOORE	13	\$ 4,225.00
ED-49-2	119 S WEBSTER AVE	PETER D FROELICH	13	\$ 4,225.00
ED-714-N-3	1625 RIDGEWAY DR	MARK C WEGNER	13	\$ 4,225.00
ED-1164-R-32-1	1901 RIDGEWAY DR	WE RIVER PARK TERRACE LLC	12	\$ 3,900.00
ED-582-F-14	143 S CLAY ST	WILLIAM R PATZKE	11	\$ 3,575.00
ED-714-G-52	1738 RUSK ST	LYNN A GEURTS	11	\$ 3,575.00
ED-1128-L-2	1420 RIDGEWAY DR	COOPER WALKER, ETAL	10	\$ 3,250.00
ED-582-124	872 MANDALAY TER	SEAN D COLLINS, ETAL	10	\$ 3,250.00
ED-631-3	145 S WEBSTER AVE	BENJAMIN J PUETZ	10	\$ 3,250.00
ED-1164-R-19	801 MANITOWISH PL	RANDY D MCVEY	8	\$ 2,600.00
ED-39-1	702 N WEBSTER AVE	KERRY R METOXEN	8	\$ 2,600.00
ED-582-F-5	130 S CLAY ST	DONNA M TRACHTE	8	\$ 2,600.00
ED-714-T-40	143 NOB HILL LN	PETER C SCHULD	8	\$ 2,600.00
ED-39	726 N WEBSTER AVE	RENEE HEMAUER	7	\$ 2,275.00
ED-371-D-24	1626 WILLARD TER	DALE J RHODES	6	\$ 1,950.00
ED-41-3	630 N WEBSTER AVE	JOSHUA J STEWART	6	\$ 1,950.00
ED-582-40	836 N CLAY ST	KATHRYN A TOBIAS	6	\$ 1,950.00
ED-582-65	848 VOELKER ST	JEFFRY J GEURTS	6	\$ 1,950.00

68 properties with sidewalk repairs exceeding \$1,000.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-55 Authorizing Agreement for Consulting Services Between the City of De Pere and Water Tower Clean and Coat (Inspection of Merrill Street and Scheuring Road Reservoirs).

The Board of Public Works at the May 11, 2020 meeting approved awarding the Reservoir Inspection Contract to Water Tower Clean and Coat, Inc. in the amount of \$1,400 each (\$2,800 total) and moved to send it the Common Council for approval. The motion passed with a 5-0 vote.

The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The Scheuring Road reservoir (constructed 1982) and Merrill Street reservoir (constructed 1966) were last inspected in 2015.

During our planning of this project, staff talked to other communities in the area to see if they had any reservoir inspection plans for the upcoming year. It turns out that Manitowoc Public Utilities (MPU) intended to do the same. Therefore, the City bid this project as a joint project with MPU. (See attached proposal) The intent of bidding the projects together were to try to achieve some cost savings for each community.

Staff solicited nine (9) companies for proposals (See attached) and has received the following quotes for performing the above inspections:

Water Tower Clean and Coat, Inc. Lodi, WI	= \$1,400 each
James Orr Coating Inspections, LLC, Madison, WI	= \$3,200 each
Pittsburg Tank & Tower Group, Henderson, KY	= \$4,780 each
KLM Engineering, Inc., Woodbury, MN	= \$7,700 each
Dixon Engineering, Inc., of Greenfield, WI	= No Bid
Midco Diving & Marine, Rapid City, SD	= No Bid
Suez Advanced Solution, Oconomowoc, WI	= No Bid
Badger State Inspections, LLC, Osseo, WI	= No Bid
LiquiVision Technology, Inc., Klamath Falls, OR	= No Bid

I reviewed the proposals that were submitted. Staff recommends approving the proposal from Water Tower Clean and Coat, Inc. of Lodi, WI. The 2020 water utility budget has \$10,000 allocated for the inspections.

ATTACHMENTS:

- Reso20-55 (DOCX)

- Consultant Agreement-Water Tower Clean and Coat(Merrill Street and Scheuring Road Reservoirs)5-14-20 (DOCX)
- Exhibit A-Water Tower Clean & Coat (PDF)
- Exhibit B-Water Tower Clean & Coat (PDF)
- Reservoir Inspection Proposal Summary 4-7-2020 (PDF)
- 2020 Reservoir Inspections (PDF)
- Water Tower Clean & Coat, Inc Proposal (PDF)

RESOLUTION #20-55

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(Inspection of Merrill Street and Scheuring Road Reservoirs)

WHEREAS, the City is in need of inspection services for its Merrill Street and Scheuring Road Reservoirs; and

WHEREAS, Water Tower Clean and Coat, Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Water Tower Clean and Coat, Inc., attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/11/2020

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(Merrill Street and Scheuring Road Reservoir Inspections)**

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Water Tower Clean and Coat, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a firm to inspect its Merrill Street and Scheuring Road water storage facility reservoirs, which inspections are required to occur every five years.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B to be paid in a lump sum at the conclusion of project. 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.

IX. RESPONSIBILITY OF CONSULTANT

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

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

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

XI. INSURANCE

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

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

If to Consultant:

Water Tower Clean and Coat, Inc.
Attn: Russell Fiene
W11822 Reynolds Road
Lodi, WI 53555-9785

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

WATER TOWER CLEAN AND COAT, INC

CITY OF DE PERE, WISCONSIN

By: _____
Russell Fiene, President

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2020\Consultant Agreement-Water Tower Clean and Coat, Inc. (Merrill Street and Scheuring Road Reservoirs)5-14-20.docx

CITY OF DE PERE

Public Works Department

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



March 5, 2020

**RE: Request for Proposals
2020 Reservoir & Standpipe Inspections**

The City of De Pere and Manitowoc Public Utilities (MPU) are requesting a proposal from your firm to complete inspections of reservoirs in each community. The City and MPU are required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years

City of De Pere: Merrill Street reservoir located at 1501 Merrill Street is a 250,000 – gallon ground storage reservoir that was constructed in 1966. The reservoir was last inspected in 2015 was a wet inspection. The interior of the reservoir for this inspection will require a dry drain down inspection.

City of De Pere: Scheuring Road reservoir located at 1340 Scheuring Road is a 250,000 – gallon ground storage reservoir that was constructed in 1982. The reservoir was last inspected in 2015 was a wet inspection. The interior of the reservoir for this inspection will require a dry drain down inspection.

MPU: New York Avenue reservoir located at 1906 New York Avenue is a 5,000,000 – gallon underground storage reservoir that was constructed in 1969. (See attached drawings) Rectangular dimensions: 303 feet long x 143 feet wide x 18 feet deep. The last drained inspection was in 2010. The reservoir was last inspected in 2015 was a wet inspection. The interior of the reservoir for this inspection will require a dry drain down inspection. Reservoir is split into two (2) halves; one half needs to stay online while the other half is being inspected. Reservoir is a multi-purpose recreational area with a Sport Court surface for tennis and basketball.

Central Brown County Water Authority (CBCWA): Reservoir located at 1903 Scray Hill Road, De Pere is a 8,000,000 – gallon ground storage reservoir that was constructed in 2015. (See attached drawings) Dimensions: 166 feet inside diameter x 50 feet tall. Reservoir has a separate inlet and discharge pipe. The reservoir has never been inspected. The interior of the reservoir for this inspection will require a minimum of a wet inspection. Reservoir can be isolated during the dive inspections.

CBCWA: Standpipe located at 1903 Scray Hill Road, De Pere is a 3,750,000 – gallon standpipe that was constructed in 2015. (See attached drawings) Dimensions: 80 feet inside diameter x 100 feet tall. Standpipe has a separate inlet and discharge pipe. The standpipe has never been inspected. The interior of the reservoir for this inspection will require a minimum of a wet inspection. Standpipe can be isolated during dive inspection.

Scope of Work:

1. Review existing drawings and as-built of reservoir/standpipe and any other pertinent information pertaining to each reservoir.
2. Conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements.
3. Dry inspections points of emphasis:
 - a) Inspection shall include the wash down and removal of all debris, sediment or biofilm from the ceiling, walls to the water line, and floor of the tank prior to inspection. Vacuum cleaning of the floor of the tank shall be required to completely clean and remove all sediment and debris. Sediment and debris can be discharged into a geo-bag for dewatering and removed at cleanup.
 - b) The top of the tank shall be soaked down with water and the interior shall be checked for leaks.
 - c) Note on inspection report all structural failures such as cracks, spalling, deteriorating caulk, and sealant failure to prevent infiltration.
 - d) The interior of the tank will be disinfected IAW the methods of AWWA Standard C652-02. Two (2) successive safe samples shall be taken at 24-hour intervals in order to put tank back online. The first sample will be taken by the contractor, and the second by the utility. A minimum of 0.2 mg/l of free chlorine residual is required at the time of sampling.
- e) Prepare a final report showing the results of the reservoir/standpipe inspection. The report shall include a summary of the inspection and a list of any deficiencies in the reservoir/standpipe. The written report will include photos for the reservoir/standpipe inspection. The final report will contain recommendations and cost estimates for future work based on the results of this inspection.
- f) Prepare reports for WDNR as required.
- g) The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The reservoir/standpipe inspections for each Water Utility shall be completed by October 2, 2020.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

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

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

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

Sealed proposals marked "**Reservoir/Standpipe Inspections**" on envelope are to be delivered or mailed to:

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

All sealed proposals shall be received no later to 2:00 p.m. on April 6, 2020.

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

If you have any questions regarding De Pere's reservoir or this proposal, please call Scott Thoresen at (920) 339-8095.

If you have any questions regarding MPU's reservoir or CBCWA's reservoir/standpipe please call Rob Michaelson at (920) 686-4354.

Questions may also be emailed to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility 2020 Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

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

Lump Sum Price for Merrill Street Reservoir Inspection : \$ _____

Lump Sum Price for Scheuring Road Reservoir Inspection: \$ _____

Name of Firm

Address of Firm

Telephone Number

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

City of De Pere Water Utility 2020 Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

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

Lump Sum Price for Merrill Street Reservoir Inspection : \$ 14 00 ⁰⁰

Lump Sum Price for Scheuring Road Reservoir Inspection: \$ 1400.00

Water Tower Clean & Coat, Inc.
Name of Firm

W11822 Reynolds Rd. Lodi, WI 53555
Address of Firm

(608) 592-7574 office/fax
Telephone Number (608) 279-3438 Mobile

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

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

Russ Fiene

Signature of Bidder

4-2-20

Date

Russ Fiene

Print or Type Name of Bidder

Pres.

Title

Estimated Start Date: July 20th, 2020
Monday

All proposals should include the following information:

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

1. Previous Experience

Water Tower Clean & Coat, Inc. has been in business for 20 years serving five states in the Midwest. We have performed over one thousand tank inspections and 500 dive inspections in that time. We do not hire sub-contractors to perform the work. We own all of the equipment necessary to perform the projects whether draining tanks or diving tanks. In hundreds of other inspection projects we have acted as a sub-contractor to the engineering firm. We have worked for Ruekert Mielke, Strand, Dixon, McGann, CTW Corp and several others.

2. References

Kevin Bortz Water Mgr. Portage, WI 608 697 0266
 Joel Water Mgr. at Suamico, WI 920 544 8468
 Jon Craker Water Mgr Reedsburg, WI 608 963 6090
 Jason Water Mgr Oakfield, WI 920 539 6724
 Pete Litersky Water Mgr Brillion, WI 920 470 9777

3. Costs: Refer to the RFP.

4. Schedule: Refer to the RFP

We typically complete dive inspections in one day. The drained inspections are harder to predict as the amount of sediment cannot be known until we enter the tank. Our typical drained tank cleaning takes one day. Because of the size of the Manitowoc New York reservoir we may be in each chamber longer than a day in order to complete the entire floor vacuum cleaning and sanitizing as per the RFP requirements.

Reservoir Inspection Proposal Summary 4-7-2020

Company Name	Community	LS
Water Tower Clean and Coat, Inc.		
	City of De Pere - Merrill Street	\$1,400.00
	City of De Pere - Scheuring Road	\$1,400.00
	MPU - New York Avenue	\$1,400.00
	MPU - CBCWA 1903 Scray Hill Reservoir	\$1,400.00
	MPU - CBCWA 1903 Scray Hill Standpipe	\$1,400.00
James Orr Coating Inspection, LLC		
	City of De Pere - Merrill Street	\$3,200.00
	City of De Pere - Scheuring Road	\$3,200.00
	MPU - New York Avenue	\$14,000.00
	MPU - CBCWA 1903 Scray Hill Reservoir	\$6,800.00
	MPU - CBCWA 1903 Scray Hill Standpipe	\$5,600.00
KLM Engineering, Inc.		
	City of De Pere - Merrill Street	\$7,700.00
	City of De Pere - Scheuring Road	\$7,700.00
	MPU - New York Avenue	\$18,300.00
	MPU - CBCWA 1903 Scray Hill Reservoir	\$2,500.00
	MPU - CBCWA 1903 Scray Hill Standpipe	\$2,500.00
Pittsburg Tank & Tower Group		
	City of De Pere - Merrill Street	\$4,780.00
	City of De Pere - Scheuring Road	\$4,780.00
	MPU - New York Avenue	\$54,357.00
	MPU - CBCWA 1903 Scray Hill Reservoir	\$9,660.00
	MPU - CBCWA 1903 Scray Hill Standpipe	\$3,585.00
Dixon Engineering, Inc.		
	City of De Pere	No Bid
	MPU	No Bid
Midco Diving & Marine		
	City of De Pere	No Bid
	MPU	No Bid
Suez Advanced Solutions		
	City of De Pere	No Bid
	MPU	No Bid
Badger State Inspection, LLC		
	City of De Pere	No Bid
	MPU	No Bid
LiquiVision Technology, Inc.		
	City of De Pere	No Bid
	MPU	No Bid

CITY OF DE PERE

Public Works Department

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



March 5, 2020

**RE: Request for Proposals
2020 Reservoir & Standpipe Inspections**

The City of De Pere and Manitowoc Public Utilities (MPU) are requesting a proposal from your firm to complete inspections of reservoirs in each community. The City and MPU are required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years

City of De Pere: Merrill Street reservoir located at 1501 Merrill Street is a 250,000 – gallon ground storage reservoir that was constructed in 1966. The reservoir was last inspected in 2015 was a wet inspection. The interior of the reservoir for this inspection will require a dry drain down inspection.

City of De Pere: Scheuring Road reservoir located at 1340 Scheuring Road is a 250,000 – gallon ground storage reservoir that was constructed in 1982. The reservoir was last inspected in 2015 was a wet inspection. The interior of the reservoir for this inspection will require a dry drain down inspection.

MPU: New York Avenue reservoir located at 1906 New York Avenue is a 5,000,000 – gallon underground storage reservoir that was constructed in 1969. (See attached drawings) Rectangular dimensions: 303 feet long x 143 feet wide x 18 feet deep. The last drained inspection was in 2010. The reservoir was last inspected in 2015 was a wet inspection. The interior of the reservoir for this inspection will require a dry drain down inspection. Reservoir is split into two (2) halves; one half needs to stay online while the other half is being inspected. Reservoir is a multi-purpose recreational area with a Sport Court surface for tennis and basketball.

Central Brown County Water Authority (CBCWA): Reservoir located at 1903 Scray Hill Road, De Pere is a 8,000,000 – gallon ground storage reservoir that was constructed in 2015. (See attached drawings) Dimensions: 166 feet inside diameter x 50 feet tall. Reservoir has a separate inlet and discharge pipe. The reservoir has never been inspected. The interior of the reservoir for this inspection will require a minimum of a wet inspection. Reservoir can be isolated during the dive inspections.

CBCWA: Standpipe located at 1903 Scray Hill Road, De Pere is a 3,750,000 – gallon standpipe that was constructed in 2015. (See attached drawings) Dimensions: 80 feet inside diameter x 100 feet tall. Standpipe has a separate inlet and discharge pipe. The standpipe has never been inspected. The interior of the reservoir for this inspection will require a minimum of a wet inspection. Standpipe can be isolated during dive inspection.

Scope of Work:

1. Review existing drawings and as-built of reservoir/standpipe and any other pertinent information pertaining to each reservoir.
2. Conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements.
3. Dry inspections points of emphasis:
 - a) Inspection shall include the wash down and removal of all debris, sediment or biofilm from the ceiling, walls to the water line, and floor of the tank prior to inspection. Vacuum cleaning of the floor of the tank shall be required to completely clean and remove all sediment and debris. Sediment and debris can be discharged into a geo-bag for dewatering and removed at cleanup.
 - b) The top of the tank shall be soaked down with water and the interior shall be checked for leaks.
 - c) Note on inspection report all structural failures such as cracks, spalling, deteriorating caulk, and sealant failure to prevent infiltration.
 - d) The interior of the tank will be disinfected IAW the methods of AWWA Standard C652-02. Two (2) successive safe samples shall be taken at 24-hour intervals in order to put tank back online. The first sample will be taken by the contractor, and the second by the utility. A minimum of 0.2 mg/l of free chlorine residual is required at the time of sampling.
- e) Prepare a final report showing the results of the reservoir/standpipe inspection. The report shall include a summary of the inspection and a list of any deficiencies in the reservoir/standpipe. The written report will include photos for the reservoir/standpipe inspection. The final report will contain recommendations and cost estimates for future work based on the results of this inspection.
- f) Prepare reports for WDNR as required.
- g) The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The reservoir/standpipe inspections for each Water Utility shall be completed by October 2, 2020.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

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

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

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

Sealed proposals marked “**Reservoir/Standpipe Inspections**” on envelope are to be delivered or mailed to:

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

All sealed proposals shall be received no later to 2:00 p.m. on April 6, 2020.

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

If you have any questions regarding De Pere's reservoir or this proposal, please call Scott Thoresen at (920) 339-8095.

If you have any questions regarding MPU's reservoir or CBCWA's reservoir/standpipe please call Rob Michaelson at (920) 686-4354.

Questions may also be emailed to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility

2020 Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

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

Lump Sum Price for Merrill Street Reservoir Inspection : \$ _____

Lump Sum Price for Scheuring Road Reservoir Inspection: \$ _____

Name of Firm

Address of Firm

Telephone Number

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Manitowoc Public Utilities

2020 Reservoir/Standpipe Inspection Proposal

The following proposal is submitted to: Manitowoc Public Utilities (MPU) in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir/standpipe to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet MPU's requirements and that the prices per reservoir/standpipe inspection to meet said requirements are as follows:

Lump Sum Price for New York Reservoir Inspection: \$ _____

Lump Sum Price for CBCWA Reservoir Inspection: \$ _____

Lump Sum Price for CBCWA Standpipe Inspection: \$ _____

Name of Firm

Address of Firm

Telephone Number

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

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

City of De Pere Water Utility 2020 Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

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

Lump Sum Price for Merrill Street Reservoir Inspection : \$ 1400⁰⁰

Lump Sum Price for Scheuring Road Reservoir Inspection: \$ 1400.00

Water Tower Clean & Coat, Inc.
Name of Firm

W11822 Reynolds Rd. Lodi, WI 53555
Address of Firm

(608) 592-7574 office/fax
Telephone Number (608) 279-3438 Mobile

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

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

Russ Fiene

Signature of Bidder

4-2-20

Date

Russ Fiene

Print or Type Name of Bidder

Pres.

Title

Estimated Start Date: July 20th, 2020
Monday

Manitowoc Public Utilities 2020 Reservoir/Standpipe Inspection Proposal

The following proposal is submitted to: Manitowoc Public Utilities (MPU) in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir/standpipe to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet MPU's requirements and that the prices per reservoir/standpipe inspection to meet said requirements are as follows:

Lump Sum Price for New York Reservoir Inspection: \$ 1400.00

Lump Sum Price for CBCWA Reservoir Inspection: \$ 1400.00

Lump Sum Price for CBCWA Standpipe Inspection: \$ 1400.00

Water Tower Clean & Coat, Inc.

Name of Firm

W11822 Reynolds Rd. Lodi, WI 53555

Address of Firm

(608) 592-7574 office (608) 279-3438 mobile - Russ

Telephone Number

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

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

Russ Fiene

Signature of Bidder

4-2-20

Date

Russ Fiene

Print or Type Name of Bidder

Pres.

Title

Estimated Start Date:

July 27th, 2020
Monday

Please review the attached Certificates of Insurance for Water Tower Clean & Coat, Inc.

General Liability

Auto

Umbrella

Employer Liability

Workers Compensation

These Certificates were prepared last week for the Village of Allouez, WI. We would of course issue Certificates listing De Pere and Manitowoc as the recipients, along with the Additional Insured provision for each.

Acceptance of our proposal is contingent upon on our Certificates of Insurance being acceptable to the Cities of De Pere and Manitowoc for purposes of completing the attached proposal for work. Thank you.



CERTIFICATE OF LIABILITY INSURANCE

1.21.g

DATE (MM/DD/YYYY)

04/01/2020

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

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

PRODUCER Statewide Services, Inc. PO Box 5555 Madison WI 53705	CONTACT NAME: Krystal Hewitt PHONE (A/C, No, Ext): E-MAIL: khewitt@ruralins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Indemnity Company INSURER B: National Fire & Marine Insuran INSURER C: Great American Insurance Compa INSURER D: QBE Specialty Insurance Compan INSURER E: INSURER F:	FAX (A/C, No): (800) 853-5549 NAIC # 20087 20079 16691 11515
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COVERAGES	CERTIFICATE NUMBER: Cert ID 167	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		72LPS036917	03/11/2020	03/11/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		70APS088629	07/31/2019	07/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			82A3FF0002625-00	03/23/2020	03/11/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Employment Practices Liab			EPLE441889	03/20/2020	03/20/2021	Aggregate Limit \$ 1,000,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2012 Dodge Ram 2500 3C6UD5DLXCG198293 \$25,000 Stated Amount Physical Damage Deductible \$1000/\$1000
2012 Dodge Ram 1500 1C6RD7LTXCS134685 \$25,000 Stated Amount Physical Damage Deductible \$1000/\$1000
Webster Avenue Standpipe Repairs, Contract 1-2019, Village of Allouez, WI
The Village of Allouez and Strand Associates, Inc. are additional insured with respect to General Liability and Automobile Liability. In addition, See attached blanket Additional Insured endorsement for the General Liability and Automobile Policies.

CERTIFICATE HOLDER

Village of Allouez 1900 Libal Street Green Bay WI 54301

CANCELLATION

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 4/1/20

PRODUCER CARMEN KATSMAN RURAL MUTUAL INSURANCE 213 N MAIN ST STE 106 POYNETTE WI 53955	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A SOCIETY INSURANCE COMPANY B COMPANY C COMPANY D
INSURED WATER TOWER CLEAN AND COAT INC C/O RUSSELL FIENE W11822 REYNOLDS RD Lodi WI 53555	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
-	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT ☐ Business Owners Pak				GENERAL AGGREGATE \$ - PRODUCTS - COMP/OP AGG \$ - PERSONAL & ADV INJURY \$ - EACH OCCURRENCE \$ - FIRE DAMAGE (Any one fire) \$ - MED EXP (any one person) \$ -
-	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON - OWNED AUTOS				COMBINED SINGLE LIMIT \$ - BODILY INJURY (Per Person) \$ - BODILY INJURY (Per accident) \$ - PROPERTY DAMAGE \$ -
-	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT \$ - OTHER THAN AUTO ONLY \$ - EACH ACCIDENT \$ - AGGREGATE \$ -
-	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ - AGGREGATE \$ -
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ ☐ INCL PARTNERS/EXECUTIVE OFFICERS ARE: ☐ EXCL	WP 510286	05/07/2019	05/07/2020	☒ WC STATU- ☐ OTHER TORY LIMITS EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000
-	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER
 VILLAGE OF ALLOUEZ
 1900 Libal Street
 Green Bay WI 54301
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S(1/95)

@ACORD CORPORATION 1988

Attachment: Water Tower Clean & Coat, Inc Proposal (9549 : Reso #20-55 Authorizing Agreement Between the City of De Pere and Water Tower

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

- 1) such insurance applies only to the ownership, maintenance or use of a covered auto; and
- 2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
- 3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
- 4) such inclusion of additional insured shall not increase our limit of liability under this policy.

ADDITIONAL INSURED:

**STRAND ASSOCIATES, INC
910 WEST WINGRA DR
MADISON, WI 53715**

All other terms, conditions and agreements remain unchanged.

Additional Premium: \$ 25

Company Name National Indemnity Company	Policy Number 70 APS 088629
Named Insured WATER TOWER CLEAN & COAT, INC.	Endorsement Effective 07/31/2019 5:13 PM Countersigned by (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)

All proposals should include the following information:

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

1. Previous Experience

Water Tower Clean & Coat, Inc. has been in business for 20 years serving five states in the Midwest. We have performed over one thousand tank inspections and 500 dive inspections in that time. We do not hire sub-contractors to perform the work. We own all of the equipment necessary to perform the projects whether draining tanks or diving tanks. In hundreds of other inspection projects we have acted as a sub-contractor to the engineering firm. We have worked for Ruekert Mielke, Strand, Dixon, McGann, CTW Corp and several others.

2. References

Kevin Bortz Water Mgr. Portage, WI 608 697 0266
 Joel Water Mgr. at Suamico, WI 920 544 8468
 Jon Craker Water Mgr Reedsburg, WI 608 963 6090
 Jason Water Mgr Oakfield, WI 920 539 6724
 Pete Litersky Water Mgr Brillion, WI 920 470 9777

3. Costs: Refer to the RFP.

4. Schedule: Refer to the RFP

We typically complete dive inspections in one day. The drained inspections are harder to predict as the amount of sediment cannot be known until we enter the tank. Our typical drained tank cleaning takes one day. Because of the size of the Manitowoc New York reservoir we may be in each chamber longer than a day in order to complete the entire floor vacuum cleaning and sanitizing as per the RFP requirements.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-56 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking-Curb & Gutter and Sidewalk).

The Board of Public Works at the May 11, 2020 meeting approved awarding Contract 20-19 Mudjacking-Curb & Gutter and Sidewalk to Badger Concrete Lifting, LLC in the amount of \$8,570.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-56 (DOCX)
- Exhibit 1 - Contractor Agreement-Badger Concrete Lifting(Mudjacking)5-20-161-001-12 (PDF)
- Exhibit A-Badger Concrete Lifting-Mudjacking (PDF)
- Exhibit B-Badger Concrete Lifting-Mudjacking (PDF)
- 2020 0511 CI_BOPW_Award_20-19 (PDF)
- 2020 0504 CE_20-19 Bid Tab (PDF)
- Mayor & BPW-Raise Rite Bid-5-11-20 #20-19 (PDF)
- 2020 0507 CI_RaiseRite Envelope (PDF)

RESOLUTION #20-56

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)

WHEREAS, the City is in need of mudjacking services at various locations within the City of De Pere; and

WHEREAS, Badger Concrete Lifting, LLC has available and offers to provide personnel and equipment necessary to accomplish the mudjacking 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 such matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Contractor Services as attached hereto (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of May, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/11/2020

Attachment: Reso20-56 (9547 : Reso #20-56 Authorizing Agreement between City of De Pere and Badger Concrete Lifting)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the City of De Pere, Wisconsin, ("City"), and Badger Concrete Lifting, LLC, a Wisconsin limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete mudjacking services described in the City's Request for Proposals, Project 20-19, Mudjacking – Curb & Gutter and Sidewalk Various Locations, dated April 23, 2020, attached and incorporated herein as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

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

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total 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. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of 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 himself or his employees, subcontractors, or agents.

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and

property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Badger Concrete Lifting, LLC
Attention: Kyle Schoenebeck
811 Severndroog Way
Green Bay, WI 54313-7482

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

(Signatures follow on Page 6 of 6)

Badger Concrete Lifting, LLC
Agreement for Contractor Services - Mudjacking
Page 5 of 6

BADGER CONCRETE LIFTING, LLC**CITY OF DE PERE**

By: _____
Kyle Schoenebeck, Owner

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2020\Contractor Agreements\Badger Concrete Lifting(Mudjacking) 5-20-161-001-12.docx

APRIL 23, 2020

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 20-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., Thursday, April 30, 2020, at which time they will be publicly opened and read aloud via GoToMeeting. The Municipal Service Center is not open for public access. The proposal includes instructions on the bid submittal and bid opening process.

Project 20-19 for which proposals are being sought includes the following approximate quantities:

- 100 LF Mud-Jacking Curb & Gutter
- 2,800 SF Mud-Jacking Sidewalk

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@mail.de-pere.org.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

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

Dated this 23rd day of April, 2020.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 20-19

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SCHEDULE OF PRICES
PROJECT 20-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

BID SUBMITTALS

With the current COVID-19 restrictions, the Municipal Service Center is closed for access. Bids can be submitted via the following processes:

- Submit via mail (sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on outside with the notation "BID ENCLOSED.")
- Drop off between 12:30 PM and 12:55 PM, April 30, 2020 at the Municipal Service Center
- For other dates and times, contact 920-339-4060 to schedule a drop off

BID OPENING

The bid opening can be viewed live via GoToMeeting as follows:

Join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/465687421>

You can also dial in using your phone.

United States: +1 (224) 501-3412

Access Code: 465-687-421

Join from a video-conferencing room or system.

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 465 687 421

Or dial directly: [465687421@67.217.95.2](https://global.gotomeeting.com/join/465687421) or 67.217.95.2##465687421

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100*	\$	\$
SD-02	Mud-Jacking Sidewalk	LF	2,800*	\$	\$
TOTAL					\$

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of _____

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

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SPECIAL PROVISIONS
PROJECT 20-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

1. SCOPE OF WORK

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2020 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. MUD-JACKING

A. See Attached Section 32 01 20 Mud-Jacking.

B. The unit price for Mud-Jacking work includes:

1. Traffic Control
2. Provide grout holes
3. Provide and install grout
4. Clear grout holes and seal with cement

C. Measurement: The City will measure Mud-jacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.

D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SD-01	Mud-Jacking, Curb & Gutter	LF
SD-02	Mud-Jacking, Sidewalk	SF

3. PROSECUTION AND PROGRESS

The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress. The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

A sample contractor's agreement is attached to this proposal for your consideration.

SECTION 32 01 20**MUD-JACKING****PART 1 – GENERAL****1.1 SUMMARY**

- A. Section Includes
 - 1. Mud-Jacking Concrete
 - 2. Mud-Jacking Hole Restoration
 - 3. Clean-up

1.2 REFERENCES (Not Used)**1.3 SUBMITTALS**

- A. Grout mix design.

PART 2 – PRODUCTS**2.1 MATERIALS**

- A. Certified grout mix shall contain a minimum of 7 percent Portland Cement.

PART 3 – EXECUTION**3.1 MUDJACKING CONCRETE**

- A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.
- B. The grout mix will have a consistency stiff enough to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.
- C. The hole size for slab raising operations shall be a minimum of one inch (1”) up to a maximum of two inches (2”) in diameter.
- D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.
- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Engineer.

3.2 MUD-JACK HOLE RESTORATION

- A. All jacking operation holes will be cleared of the grout mix and filled with a stiff 1:3 cement mix, which will be consolidated and finished smooth.
- B. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls.
- C. Prior to placement of the Portland Cement, the surface around the holes shall be damp.

3.3 CLEAN-UP

- A. Slabs raised shall be thoroughly scraped and swept after completion, but prior to patching.
- B. Surrounding grass areas adjacent to slab raising shall be left in a clean, non-debrised condition.

END OF SECTION

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SCHEDULE OF PRICES
PROJECT 20-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

BID SUBMITTALS

With the current COVID-19 restrictions, the Municipal Service Center is closed for access. Bids can be submitted via the following processes:

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BID OPENING

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<https://global.gotomeeting.com/join/465687421>

You can also dial in using your phone.

United States: +1 (224) 501-3412

Access Code: 465-687-421

Join from a video-conferencing room or system.

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 465 687 421

Or dial directly: [465687421@67.217.95.2](tel:465687421) or 67.217.95.2##465687421

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100*	\$ 4.50	\$ 450. ⁰⁰
SD-02	Mud-Jacking Sidewalk	LF	2,800*	\$ 2.90	\$ 8,120. ⁰⁰
TOTAL					\$ 8,570. ⁰⁰

* Estimate, final totals determined in field.

X:\ENG\Projects\City Projects\2020\Project 20-19 Mudjacking\400- Plans & Specifications\20-19 BIDDING DOCS.doc

XXXXXX

Attachment: Exhibit B-Badger Concrete Lifting-Mudjacking (9547 : Reso #20-56 Authorizing Agreement between City of De Pere and Badger

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of Badger

Concrete Lifting LLC, and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or their agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


(Signature of Bidder)

TITLE Owner

Kyle Schoenebeck
Print or Type Name of Bidder

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: May 11, 2020

RE: **Consideration and possible action on award of RFP 20-19 Mudjacking***

The Engineering Department received proposals for Project 20-19 Mudjacking on April 30, 2020. This work is for repairs to City sidewalk, curb and gutter. The proposals received are as follows:

Contractor	Total Bid
Badger Concrete Lifting, LLC	\$8,570.00
RaiseRite	\$16,500.00

There was an issue that occurred with bidding this project. A bid was received late from RaiseRite. The bid was sent via United States Postal Service (USPS) and was post marked Tuesday, April 28. The City received the bid, after the bid opening, on Friday, May 1. Because the bid was in a sealed envelope, post marked in advance of the bid opening, and was in USPS custody until delivery to the City it was determined that RaiseRite did not have access to the bid after the bid opening to modify their bid and the bid was opened. A detailed discussion on this is included in a memo from the City Attorney.

The allocated budget amount for the project from the capital improvement fund is \$10,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from Badger Concrete Lifting, LLC in the amount of \$8,570.

Attachments:

2020 0504 Project 20-19 Bid Tab (PDF)



**PROJECT 20-19 MUDJACKING
PROPOSALS**

				BIDDER NO. 1		BIDDER NO. 2	
				Badger Concrete Lifting, LLC		RaiseRite	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100	\$ 4.50	\$ 450.00	\$ 25.00	\$ 2,500.00
SD-02	Mud-Jacking Sidewalk	SF	2,800	\$ 2.90	\$ 8,120.00	\$ 5.00	\$ 14,000.00
Total Amount Bid				\$	8,570.00	\$	16,500.00

Attachment: 2020 0504 CE_20-19 Bid Tab (9547 : Reso #20-56 Authorizing Agreement between City of De Pere and Badger Concrete Lifting)

CITY OF DE PERE

MEMO

To: James Boyd, Mayor
Board of Public Works Members
From: Judith Schmidt-Lehman, City Attorney
RE: Project 20-19; Mudjacking
Date: May 11, 2020

This memo addresses issues that arose in the receipt of bids for the above project and provides legal guidelines to follow in evaluating which bids to consider in determining the lowest responsible bidder for this project.

Bids on this project were due for opening at 1:00 PM on Thursday, April 30, 2020. A bid from Badger Concrete Lifting, LLC was received prior to the bid opening time. The bid from RaiseRite was received on Friday, May 1, 2020 from the United States Postal Service (USPS). The post mark on the bid envelope from USPS was April 28, 2020. Based on the post mark, the bid was in the custody of the USPS prior to the bid opening until delivered to the City's Municipal Service Center. Attached is a copy of the envelope. The date and time the bid was received by the City is written on the envelope.

The bid package was accepted, pending legal review of the authority of the City to accept a late bid under the above circumstances.

The Wisconsin Court of Appeals has decided that municipalities have the discretion to decide whether or not to accept a late bid. That decision however, is subject to judicial review. *Power Systems Analysis, Inc. v. City of Bloomer*, 197 Wis. 2d 817, 824, 541 N.W.2d 214 (Ct. App. 1995). Judicial review of municipal discretionary decisions is generally limited to determining whether the City acted in an arbitrary or unreasonable manner. *Id.*, citing *Aqua-Tech, Inc. v. Como Lake Protect. & Rehab. Dist.*, 71 Wis. 2d 541, 550-51, 239 N.W.2d 25, 30 (1976).

Public bidding laws are designed to prevent fraud, collusion and favoritism in addition to ensuring that the public is provided the best work at the most reasonable price. Bid opening requirements are intended to further these goals by preventing a bidder from being able to undercut other bidders by obtaining information on the other bids before submitting their own.

Here, there is no indication that RaiseRite's bid has an unfair advantage over the other bid on the project. The USPS post mark shows that the bid document was in the sole custody of USPS from April 28, 2020 until the City took custody of the documents on May 1, 2020. As such, the bidder was not in a position to obtain information on the other bids before completing its bid. Further, accepting these bids will not result in giving either bidder an unfair advantage or foster fraud. It will, however, provide additional bids on the project which fosters competitive pricing for the public.

Under these circumstances, I am of the opinion that the City could lawfully exercise its discretion to accept the late bids and evaluate them with the other bids received in determining the lowest responsible bidder on the project.

If you have any questions or concerns, please feel free to call me at 339-4042 to discuss.

JSL:epr

RECEIVED
MAY 01 2020
BY: 1:01 PM BT

GREEN BAY
WI 543
29 APR '20
PM 2 L



Mailing: 1025 E. Albert Drive, Manitowoc, WI 54220
Shipping: 4803 Leonard Lane, Manitowoc, WI 54220
1-877-407-2473

Public Works - City of DePere
925 S. Leth St.
DePere, WI 54115

Bids Enclosed

5446-14000





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-57 Authorizing Agreement for Contractor Services Between City of De Pere and All-Star Cutting and Coring, LLC (Concrete Grinding Sidewalk-Various Locations).

The Board of Public Works at the May 11, 2020 meeting approved awarding of Contract 20-19A Concrete Grinding-Sidewalk to All-Star Cutting and Coring, LLC in the amount of \$22,952.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-57 (DOCX)
- Contractor Agreement-All Star Cutting & Coring, LLC(Concrete Grinding)5-15-20-161-001-12 (PDF)
- Exhibit A-All Star Cutting & Coring Contractor Agreement (PDF)
- Exhibit B-All Star Cutting & Coring Contractor Agreement (PDF)
- 2020 0511 CI_BOPW_Award_20-19A(PDF)
- 2020 0504 CE_20-19A BID TAB (PDF)
- Mayor & BPW-Raise Rite Bid-5-11-20 #20-19A (PDF)
- 2020 0507 CI_RaiseRite Envelope (PDF)

RESOLUTION #20-57

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND ALL STAR CUTTING & CORING, LLC
(Concrete Grinding Sidewalk – Various Locations)

WHEREAS, the City is in need of concrete grinding services at various locations within the City of De Pere; and

WHEREAS, All Star Cutting & Coring, LLC has available and offers to provide personnel and equipment necessary to accomplish the concrete sidewalk grinding 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 such Agreement for Contractor Services Between the City of De Pere and All Star Cutting & Coring, LLC as 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 May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/11/2020

Attachment: Reso20-57 (9548 : Reso #20-57 Authorizing Agreement Between City of De Pere and All-Star Cutting and Coring)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ALL STAR CUTTING & CORING, LLC
(Concrete Grinding Sidewalk – Various Locations)**

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and All Star Cutting & Coring, LLC, a Wisconsin limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City's Request for Proposals, Project 20-19A, Concrete Grinding Sidewalk – Various Locations, dated April 23, 2020, attached hereto and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

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

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos

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

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of 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 himself or his employees, subcontractors, or agents.

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any

representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the City Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not

disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

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

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

VIII. NOTICES

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

If to City:
City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Contractor:
All Star Cutting & Coring, LLC
Attention: Thomas G. Tennessen
140 Allegiance Court
Appleton, WI 54913

Signatures to follow on Page 6 of 6

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

ALL STAR CUTTING & CORING, LLC

By: _____
 Thomas G. Tennessen
 Managing Member

By: _____
 Printed Name: _____
 Title: _____

CITY OF DE PERE

By: _____
 James G. Boyd, Mayor

By: _____
 Carey E. Danen, City Clerk

Approved as to Form:

 Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2020\Contractor Agreement\All Star Cutting & Coring (Concrete Grinding – Various Locations)5-15-20-161-001-12.docx

APRIL 23, 2020

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 20-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., Thursday, April 30, 2020, at which time they will be publicly opened and read aloud via GoToMeeting. The Municipal Service Center is not open for public access. The proposal includes instructions on the bid submittal and bid opening process.

Project 20-19A for which proposals are being sought includes the following approximate quantities:

- 400 Each Grinding sidewalk up to five (5) feet wide and less than (2) inches high
- 40 LF Grind of sidewalk wider than five (5) feet wide

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@mail.de-pere.org.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

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.

Dated this 23rd day of April, 2020.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 20-19A

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SCHEDULE OF PRICES
PROJECT 20-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

BID SUBMITTALS

With the current COVID-19 restrictions, the Municipal Service Center is closed for access. Bids can be submitted via the following processes:

- Submit via mail (sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on outside with the notation "BID ENCLOSED.")
- Drop off between 12:30 PM and 12:55 PM, April 30, 2020 at the Municipal Service Center
- For other dates and times, contact 920-339-4060 to schedule a drop off

BID OPENING

The bid opening can be viewed live via GoToMeeting as follows:

Join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/465687421>

You can also dial in using your phone.

United States: +1 (224) 501-3412

Access Code: 465-687-421

Join from a video-conferencing room or system.

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 465 687 421

Or dial directly: [465687421@67.217.95.2](https://global.gotomeeting.com/join/465687421) or 67.217.95.2##465687421

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to Five (5') feet wide and less than two (2") inches high	EACH	400*	\$	\$
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	40*	\$	\$
TOTAL					\$

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of _____,

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

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SPECIAL PROVISIONS
PROJECT 20-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

1. SCOPE OF WORK

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2020 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. CONCRETE GRINDING SPECIFICATION

Description: This special provision describes grinding concrete sidewalk to remove trip hazards.

- A. Materials: Perform grinding using dry, vertical carbide grinding equipment that will leave a non-slip surface. Grinding can also be performed by saw cutting with flush mounted diamond-tipped blades capable of horizontal cutting to remove the concrete completely to all edges of the walk.
- B. Construction: Perform grinding so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces will not be smooth or polished and have a coefficient of friction of not less than 0.30.

Perform grinding so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete will remain untouched by the grinding process without scars or damage.

The finished slope will be a maximum of 8:1 per attached details.

The City will provide a list of the job site addresses.

- C. Measurement: The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.

- D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
SD-01 Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EACH
SD-02 Grinding of sidewalk wider than five (5') feet wide	LF

Payment is full compensation for furnishing all materials; mobilizing to site; grinding; clean up; removing all excess debris, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress.

A sample contractor agreement is attached for your reference.

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SCHEDULE OF PRICES
PROJECT 20-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

BID SUBMITTALS

With the current COVID-19 restrictions, the Municipal Service Center is closed for access. Bids can be submitted via the following processes:

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BID OPENING

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You can also dial in using your phone.

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Access Code: 465-687-421

Join from a video-conferencing room or system.

Dial in or type: 67.217.95.2 or inroomlink.goto.com

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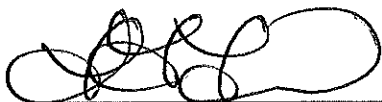
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to Five (5') feet wide and less than two (2") inches high	EACH	400*	\$ 56.40	\$ 22,560 ⁰⁰
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	40*	\$ 9.80	\$ 392 ⁰⁰
TOTAL					\$ 22,952 ⁰⁰

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of _____,

ALL STAR CUTTING & CORING, LLC and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or their agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.



(Signature of Bidder)

TITLE owner

Tom Tennessen

Print or Type Name of Bidder

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: May 11, 2020

RE: **Consideration and possible action on award of RFP 20-19A Sidewalk Grinding***

The Engineering Department received proposals for Project 20-19A Sidewalk Grinding on April 30, 2020. This work is for repairs to City sidewalk. The proposals received are as follows:

Contractor	Total Bid
All-Star Cutting and Coring, LLC	\$22,952.00
RaiseRite	\$32,000.00

There was an issue that occurred with bidding this project. A bid was received late from RaiseRite. The bid was sent via United States Postal Service (USPS) and was post marked Tuesday, April 28. The City received the bid, after the bid opening, on Friday, May 1. Because the bid was in a sealed envelope, post marked in advance of the bid opening, and was in USPS custody until delivery to the City it was determined that RaiseRite did not have access to the bid after the bid opening to modify their bid and the bid was opened. A detailed discussion on this is included in a memo from the City Attorney.

The allocated budget amount for the project from the capital improvement fund is \$25,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from All-Star Cutting and Coring, LLC in the amount of \$22,952.00.

Attachments:

2020 0504 Project 20-19A Bid Tab (PDF)



**PROJECT 20-19A SIDEWALK GRINDING
PROPOSALS**

				BIDDER NO. 1		BIDDER NO. 2	
				All-Star Cutting and Coring, LLC		RaiseRite	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EA	400	\$56.40	\$22,560.00	\$75.00	\$30,000.00
SD-02	Grinding of sidewalk wider than five (5) feet wide	LF	40	\$9.80	\$392.00	\$50.00	\$2,000.00
Total Amount Bid				\$22,952.00		\$32,000.00	

Attachment: 2020 0504 CE_20-19A BID TAB (9548 : Reso #20-57 Authorizing Agreement Between City of De Pere and All-Star Cutting and

CITY OF DE PERE

MEMO

To: James Boyd, Mayor
Board of Public Works Members
From: Judith Schmidt-Lehman, City Attorney
RE: Project 20-19A; Sidewalk Grinding
Date: May 11, 2020

This memo addresses issues that arose in the receipt of bids for the above project and provides legal guidelines to follow in evaluating which bids to consider in determining the lowest responsible bidder for this project.

Bids on this project were due for opening at 1:00 PM on Thursday, April 30, 2020. A bid from All-Star Cutting and Coring, LLC was received prior to the bid opening time. The bid from RaiseRite was received on Friday, May 1, 2020 from the United States Postal Service (USPS). The post mark on the bid envelope from USPS was April 28, 2020. Based on the post mark, the bid was in the custody of the USPS prior to the bid opening until delivered to the City's Municipal Service Center. Attached is a copy of the envelope. The date and time the bid was received by the City is written on the envelope.

The bid package was accepted, pending legal review of the authority of the City to accept a late bid under the above circumstances.

The Wisconsin Court of Appeals has decided that municipalities have the discretion to decide whether or not to accept a late bid. That decision however, is subject to judicial review. *Power Systems Analysis, Inc. v. City of Bloomer*, 197 Wis. 2d 817, 824, 541 N.W.2d 214 (Ct. App. 1995). Judicial review of municipal discretionary decisions is generally limited to determining whether the City acted in an arbitrary or unreasonable manner. *Id.*, citing *Aqua-Tech, Inc. v. Como Lake Protect. & Rehab. Dist.*, 71 Wis. 2d 541, 550-51, 239 N.W.2d 25, 30 (1976).

Public bidding laws are designed to prevent fraud, collusion and favoritism in addition to ensuring that the public is provided the best work at the most reasonable price. Bid opening requirements are intended to further these goals by preventing a bidder from being able to undercut other bidders by obtaining information on the other bids before submitting their own.

Here, there is no indication that RaiseRite's bid has an unfair advantage over the other bid on the project. The USPS post mark shows that the bid document was in the sole custody of USPS from April 28, 2020 until the City took custody of the documents on May 1, 2020. As such, the bidder was not in a position to obtain information on the other bids before completing its bid. Further, accepting these bids will not result in giving either bidder an unfair advantage or foster fraud. It will, however, provide additional bids on the project which fosters competitive pricing for the public.

Under these circumstances, I am of the opinion that the City could lawfully exercise its discretion to accept the late bids and evaluate them with the other bids received in determining the lowest responsible bidder on the project.

If you have any questions or concerns, please feel free to call me at 339-4042 to discuss.

JSL:ep

RECEIVED
MAY 01 2020
BY: 1:01 PM BT

GREEN BAY
WI 543
29 APR '20
PM 2 L



Mailing: 1025 E. Albert Drive, Manitowoc, WI 54220
Shipping: 4803 Leonard Lane, Manitowoc, WI 54220
1-877-407-2473

Public Works - City of DePere
925 S. Leth St.
DePere, WI 54115

Bids Enclosed

5446-14000





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Resolution #20-58 Awarding Official City Newspaper Contract.
(This Resolution and Staff Report will be Provided at the Council Meeting)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Presentation and discussion on the Mulva Cultural Center project.

Representatives from the Mulva Cultural Center will be in attendance to provide status updates on the project.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Review and Possible Action on Plan for Re-opening of City Facilities and Programs

ATTACHMENTS:

- Reopening Initial Phas memo 05-19-20 (PDF)
- De Pere Reopening Plans - Phase 1 DRAFT 5-14-20 (PDF)

CITY OF DE PERE MEMO



To: Mayor and City Council

From: Reopening City Facilities and Programming Team

Date: May 19, 2020

RE: Reopening City Facilities and Programming

The City Administration established a team consisting of employees from all of the City's facilities to discuss and develop some guidelines for our staff to utilize to initiate the reopening of City facilities and programming for the community. The attached table provides the current status of facilities and programming and also provides an "Initial Phase" summarized recommendation on how the City can start the process of reopening facilities and programming.

The team sought extensive input from each department head via a detailed questionnaire and additional input from all City staff via a survey to identify options and safe practices for the Initial Phase of reopening. Staff also reviewed plans other communities have considered or implemented throughout the country and reviewed guidance from the CDC and the State Health Department.

As you may be aware, there is currently no concise guidance from either the federal or state level and no consistency throughout the State of Wisconsin on how communities should mitigate the spread of COVID-19. Essentially, we are left on our own as a community to determine how to best deal with this pandemic. Therefore, the proposed plan provided for your consideration is based on a review of all of the information and sources previously mentioned in this memo and this team's ideas on how to best protect the community and our staff while providing a gradual reopening of facilities and programming. Team members will be available to answer questions.



REOPENING PLAN PHASE 1

Overview

Effective: May 26, 2020

The table below provides a general guide for City staff and the community for the Initial Phase Plans of Reopening facilities and City programs owned and/or managed by the City of De Pere. Each facility has a separate plan with regards to appropriate personal protective equipment (PPE) and cleaning routines to ensure the facility is reopened as safely as possible with appropriate risk mitigation measures in place.

In addition, the City recognizes the use of face coverings and the processes utilized to conduct public meetings impacts numerous facilities and therefore, are discussed separately below outside of the guidelines identified in the table.

REQUIRED Face Masks and Face Coverings: A face mask or face covering shall be worn by all citizens entering the City Hall Complex, Police Department, Community Center, Municipal Services Center, Fire Station 1 and Fire Station 2. Infants and citizens with medical conditions that prevent them from wearing a mask or face covering are not required to wear a mask or face covering. If a citizen is unable to wear a face mask or face covering due to a medical condition, instructions on how to meet with and/or discuss issues with City staff without a face mask or face covering will be posted at the entrance of each of the before mentioned City facilities. In addition, face masks or face coverings are encouraged for all citizens participating in outdoor programs or events located at all other enclosed and open air City facilities and properties.

Public Meeting Attendance: All municipal City Council, Committee, Commission and Board meetings will be conducted virtually until further notice. The public can participate by following the instructions and links for either phone or internet service participation provided on the agenda segment of the City's Website at www.deperewi.gov.

Facility	Current	Phase 1 Plan
City Hall	- Closed to Public - Remote Services	- Limited Public Access - Utility Billing Open - In-Person Meetings Discouraged but Allowed by Appointment
Fire Stations 1 & 2	Closed to Public	- Closed to Public - In-Person Meetings Discouraged but Allowed by Appointment

Police Station	• Closed to Public	• Limited Public Access in Front Lobby and Conference Room • In-Person Meetings Discouraged but Allowed by Appointment
Municipal Services Center	• Closed to Public • Remote Services • Restricted Public Access for Rubbish Drop Off Site	• Limited Public Access for exterior services • In-Person Meetings Discouraged but Allowed by Appointment • Restricted Public Access for Rubbish Drop Off Site
Boat Launches	• Open with Social Distancing • Events Cancelled	• Open with Social Distancing

Facility	Current	Phase 1 Plan
Outdoor Parks, Trails, Buildings and Recreational Facilities	• Most Open to Public with Bathrooms Closed • Playgrounds Closed • Park Shelters Closed • Field Reservations Cancelled • Programming & Events Cancelled	• Most Open to Public including Bathrooms • Playgrounds Open • Enclosed Park Shelters Open for Small Groups (less than 50) • Open Park Shelters Open for small groups (less than 50) • Field Reservations for private groups of less than 50 • City Managed Programming & Events Limited with social distancing
Legion Pool	• Closed to Public	• Closed to General Public for Open Swim • Limited lap swimming and private swim lessons and rentals

		with groups of less than 50
Indoor Recreational Facilities	• Closed to Public • Programming & Reservations Cancelled	• Programming & Events Limited with social distancing
Community Center	• Closed to Public • Events & Reservations Cancelled	• Programming & Events Limited with social distancing • Limited Room Rentals • In-Person Meetings Discouraged but Allowed by Appointment



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Request to approve funding for safety partitions in City Buildings.

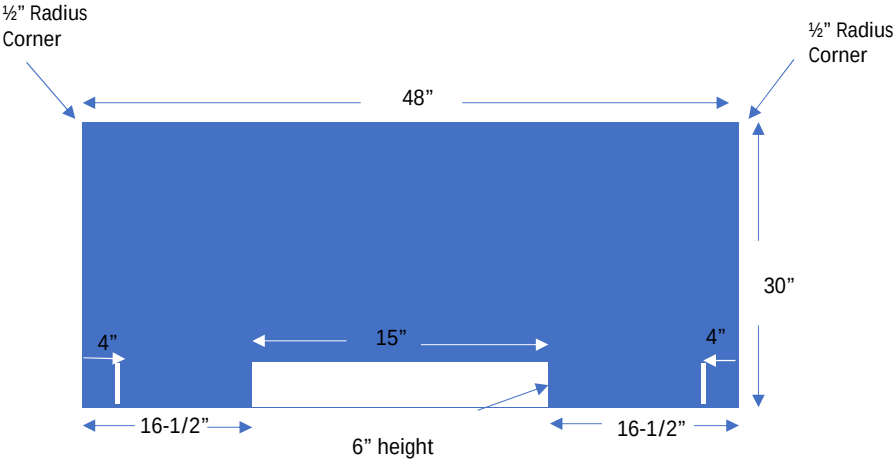
This approval would be retroactive as the City Administrator approved the funding for this purchase to expedite the order. The safety barriers will provide a clear safety shield on customer counters and office cubicles.

ATTACHMENTS:

- City of De Pere.diagrams (PDF)
- Price.Quote.Amerilux (PDF)

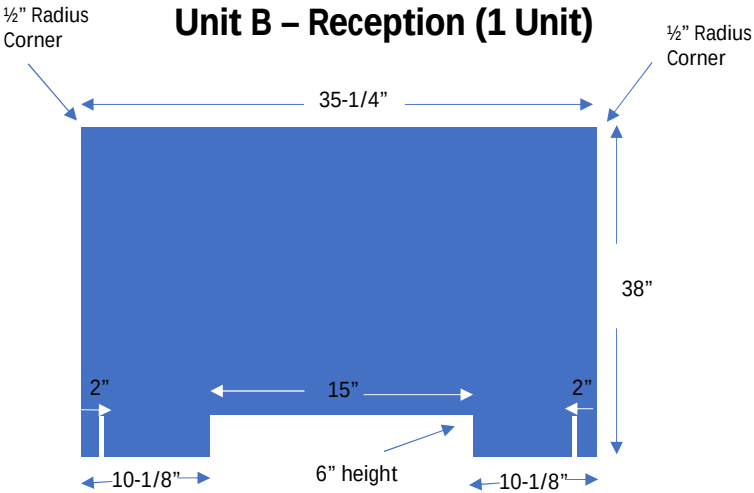
Municipal Service Center

Unit A – Reception (1 Unit)



8" W x 4" half-circle

Unit B – Reception (1 Unit)



8" W x 4" half-circle

Material is .236" thick clear polycarbonate

Municipal Service Center**Unit C – 1st Desk (1 Piece)****Unit D – 1st Desk (1 Piece)**

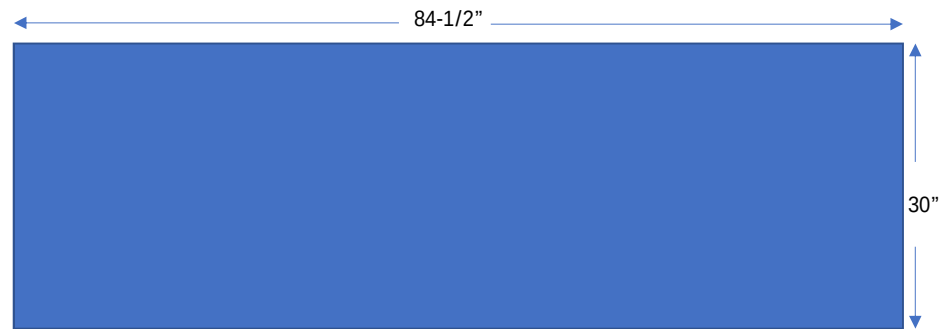
- There are no feet for these units as they will be fastened to the cubicles

Material is .236" thick clear polycarbonate

Municipal Service Center**Unit E – 2nd Desk (1 Piece)****Unit F – 2nd Desk (1 Piece)**

- There are no feet for these units as they will be fastened to the cubicles

Material is .236" thick clear polycarbonate

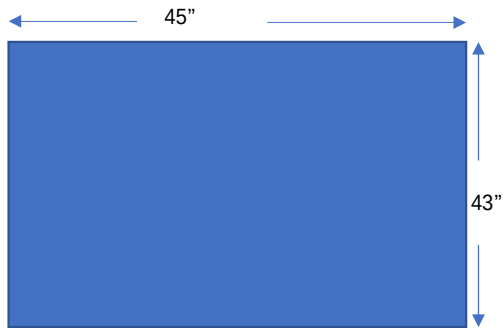
Municipal Service Center**Unit G – 3rd Desk (1 Piece)****Unit H – 3rd Desk (1 Piece)**

- There are no feet for these units as they will be fastened to the cubicles

Material is .236" thick clear polycarbonate

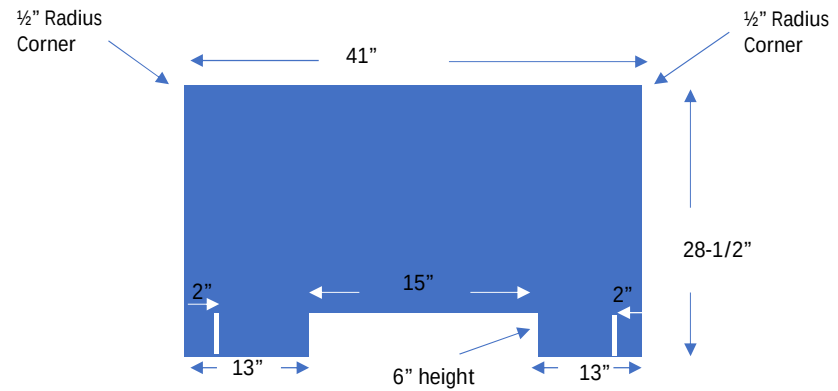
Community Center

Unit I – Emily Hartstern Desk (1 Piece)



- There are no feet for this sheet – it will be placed behind Emily's computer

Unit J – Emily Hartstern Desk (1 Unit)

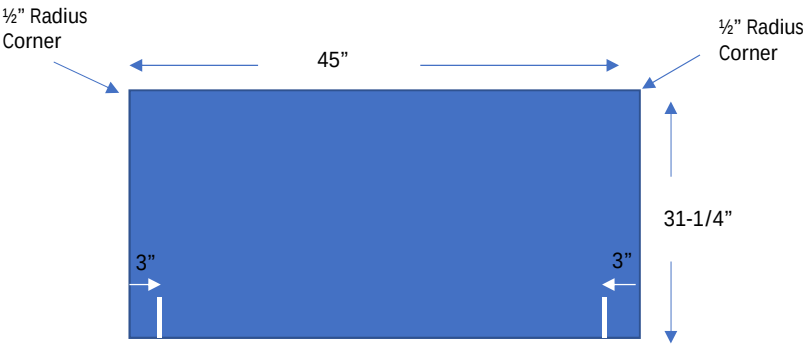


8" W x 4"
half-circle

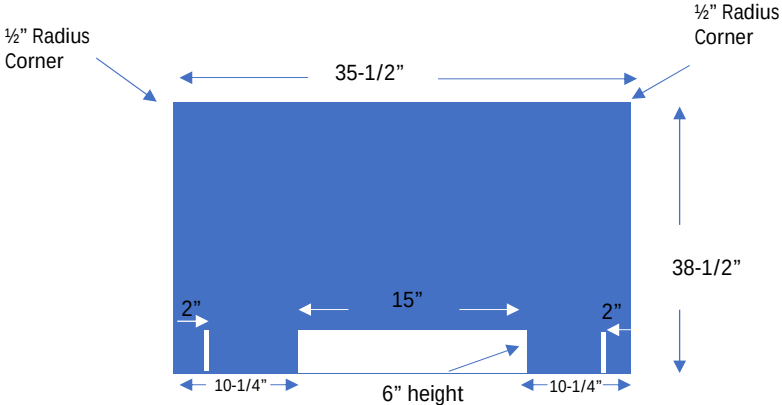
Material is .236" thick clear polycarbonate

Community Center

Unit K – Cheryl Vertz Desk (1 Piece)



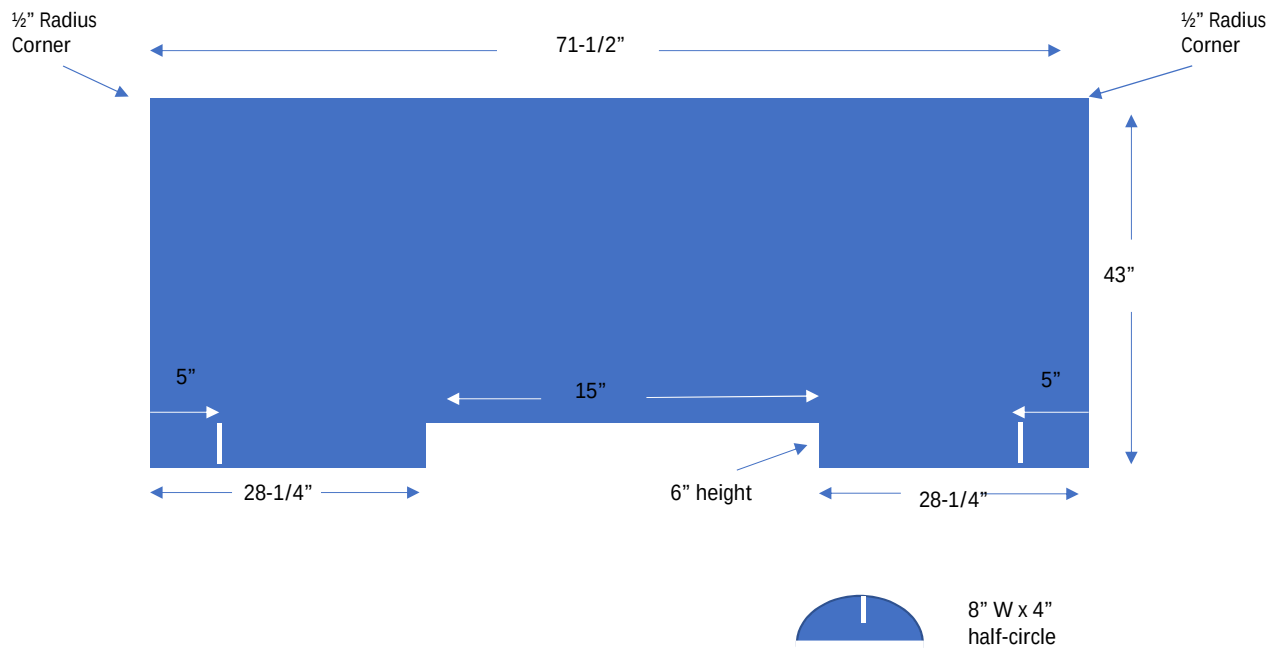
Unit L – Cheryl Vertz Desk (1 Unit)



Material is .236" thick clear polycarbonate

Community Center

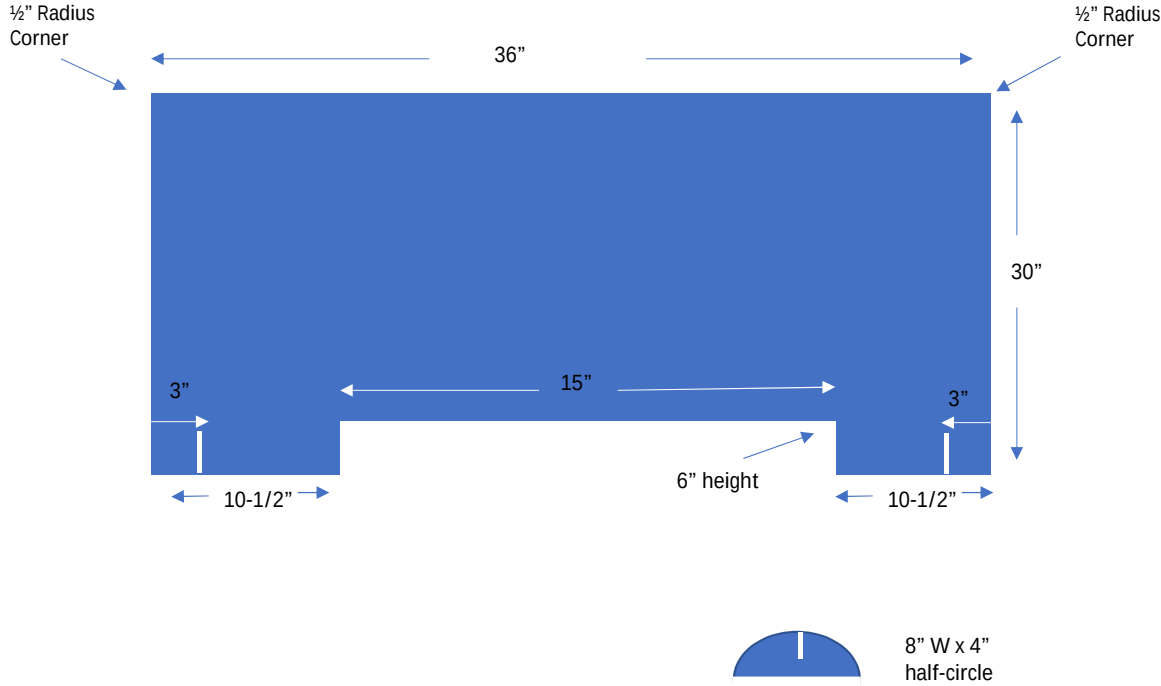
Unit M – Dawn Barron Desk (1 Unit)



Material is .236" thick clear polycarbonate

City Hall – 1st Floor

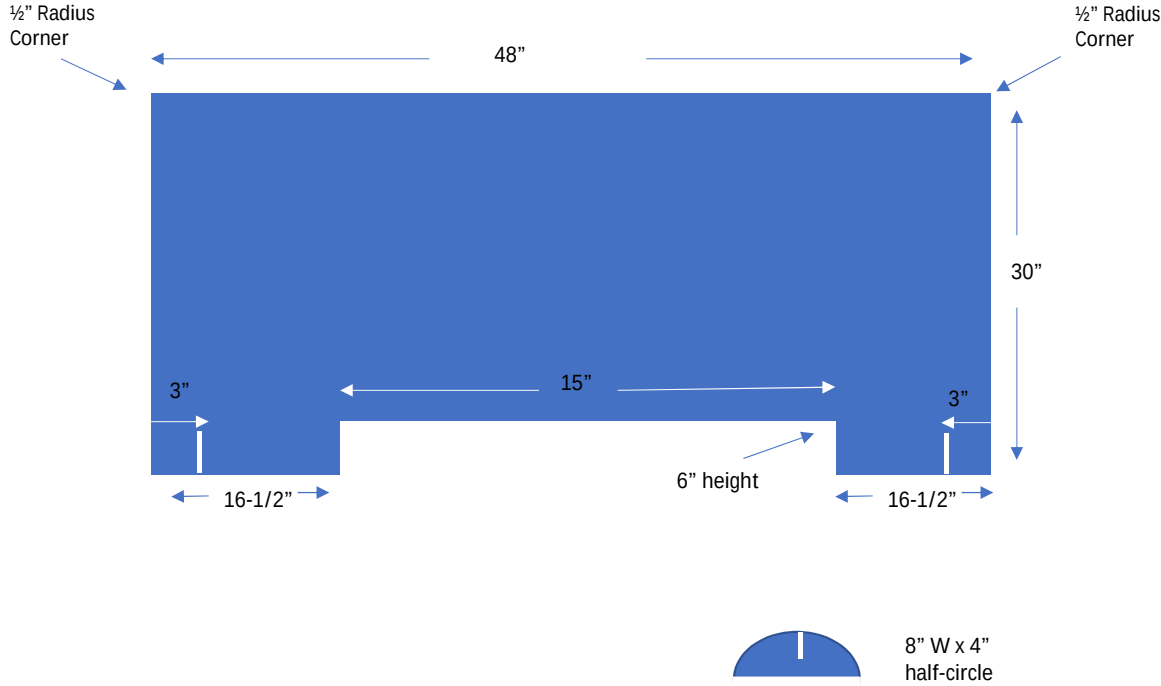
Unit N – Reception (3 Units)



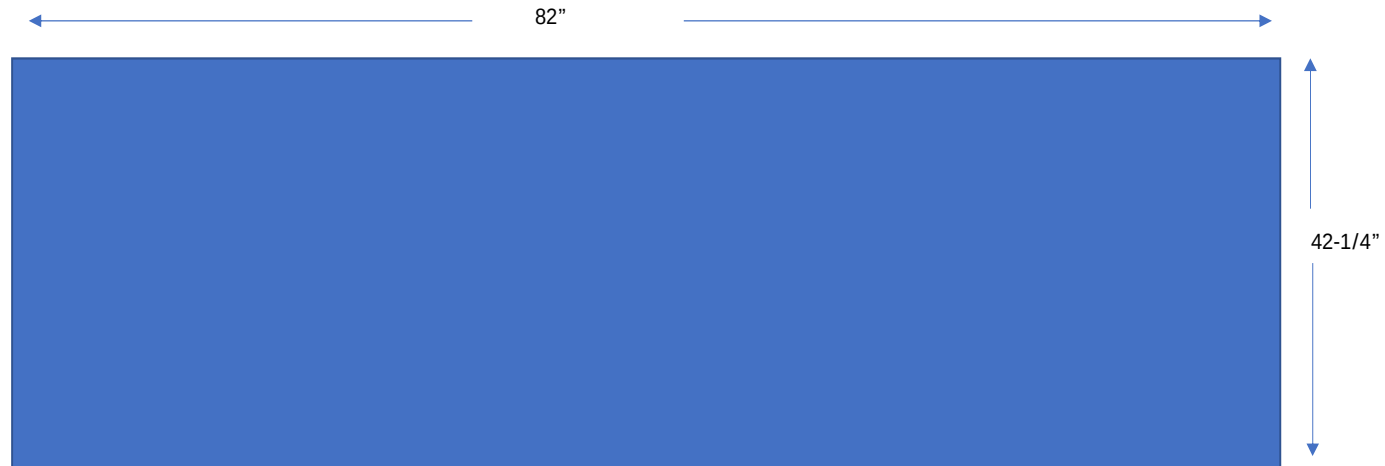
Material is .236" thick clear polycarbonate

City Hall – 1st Floor

Unit O – Reception (1 Unit)

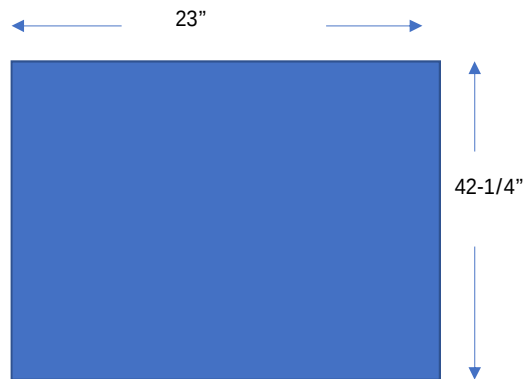


Material is .236" thick clear polycarbonate

City Hall – 1st Floor**Unit P – Desks (7 Pieces)**

- There are no feet for these units as they will be fastened to the cubicles

Material is .236" thick clear polycarbonate

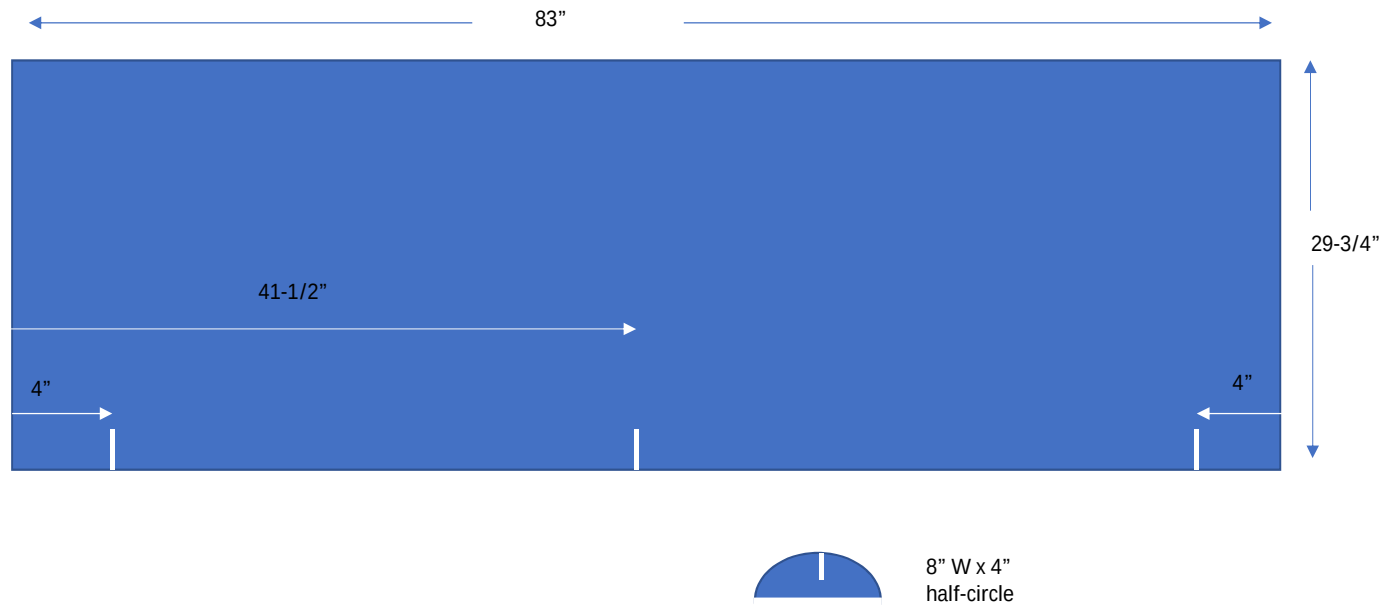
City Hall – 1st Floor**Unit Q – Desks (1 Piece)**

- There are no feet for this as it will be fastened to the cubicles

Material is .236" thick clear polycarbonate

City Hall – 1st Floor

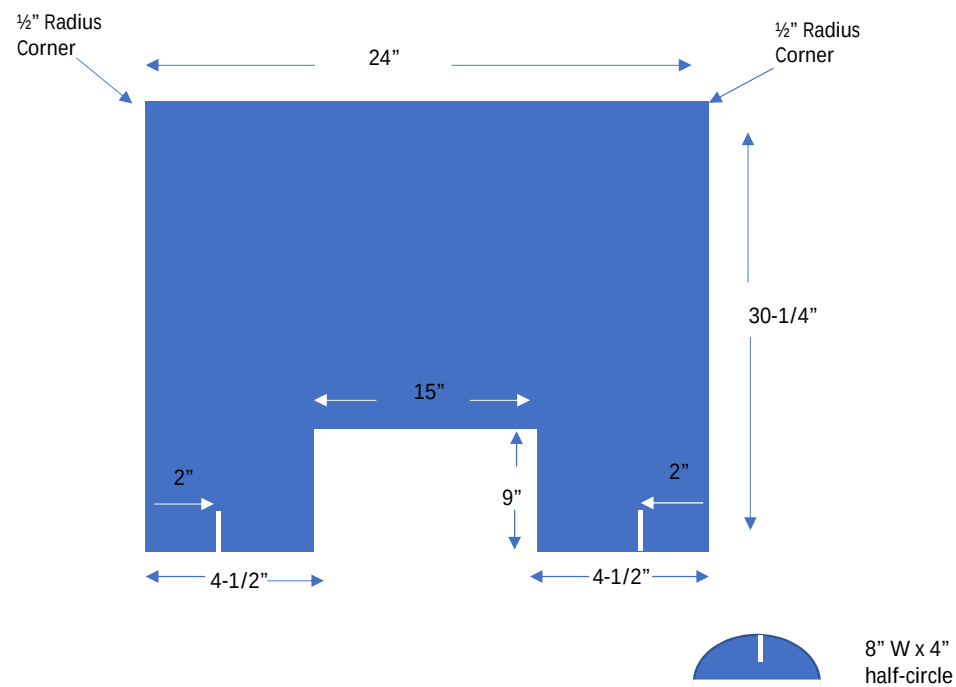
Unit R – Reception (1 Unit)



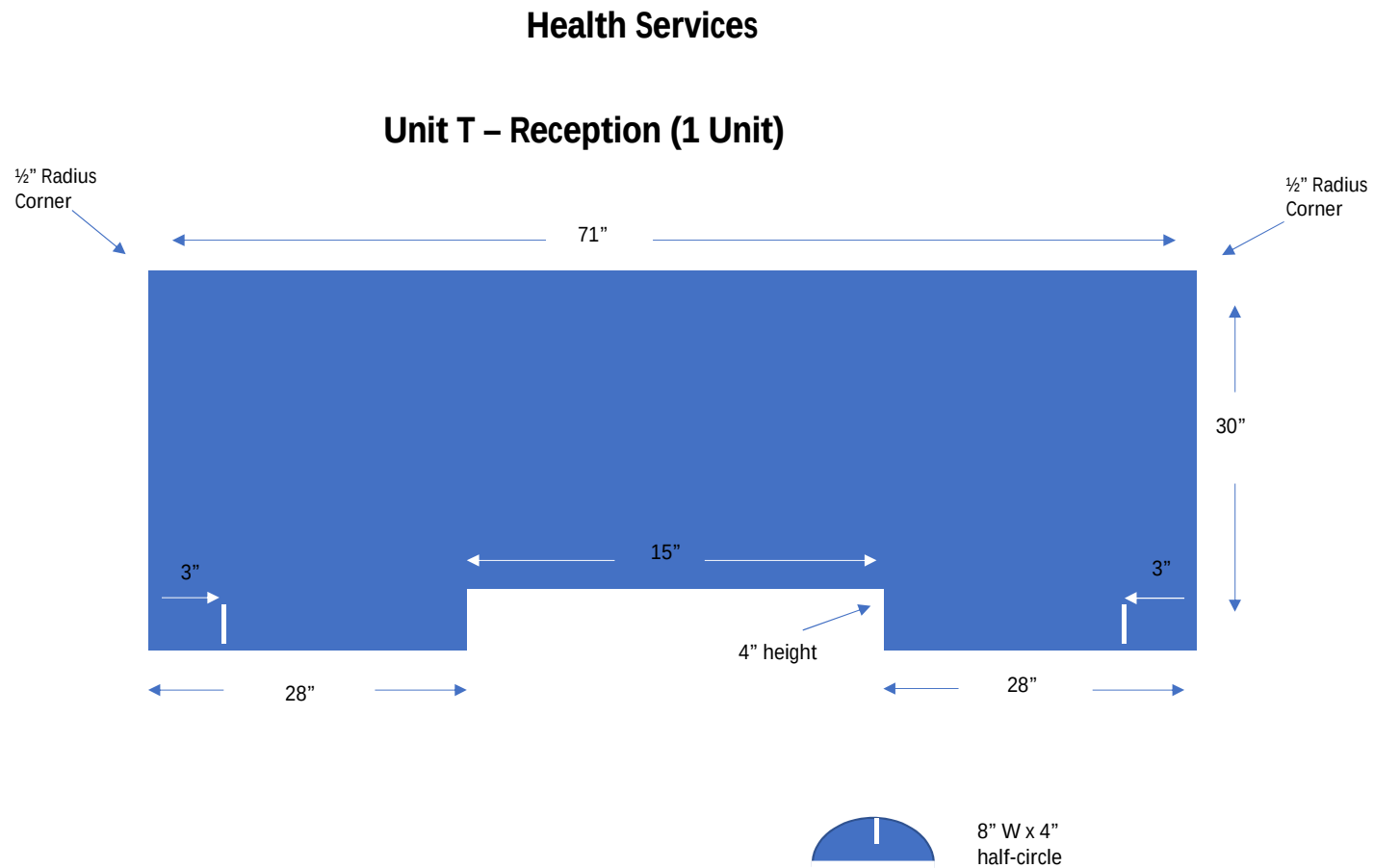
Material is .236" thick clear polycarbonate

City Hall – 1st Floor

Unit S – Reception (1 Unit)



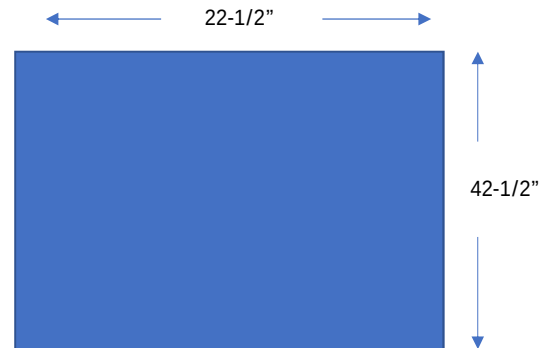
Material is .236" thick clear polycarbonate



Material is .236" thick clear polycarbonate

Health Services

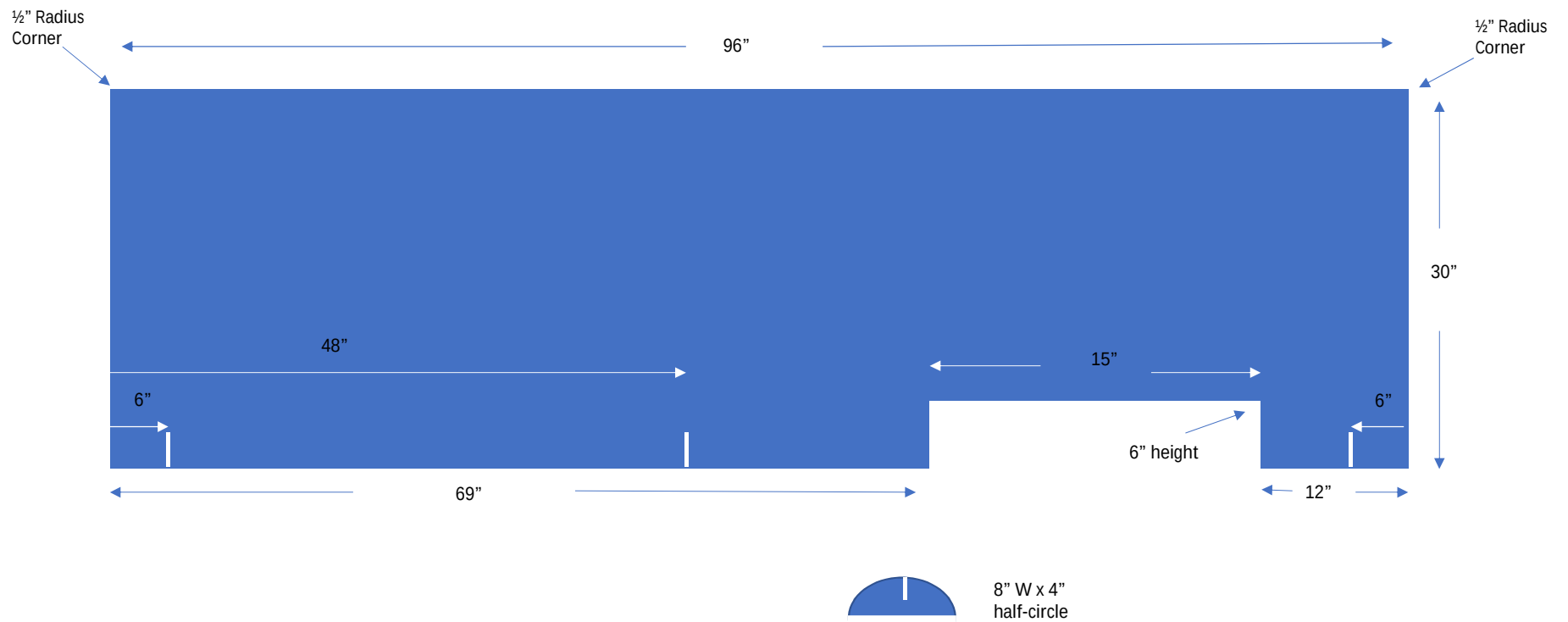
Unit U – Reception (1 Unit)



- There are no feet for this as it will be fastened to the cubicles

Material is .236" thick clear polycarbonate

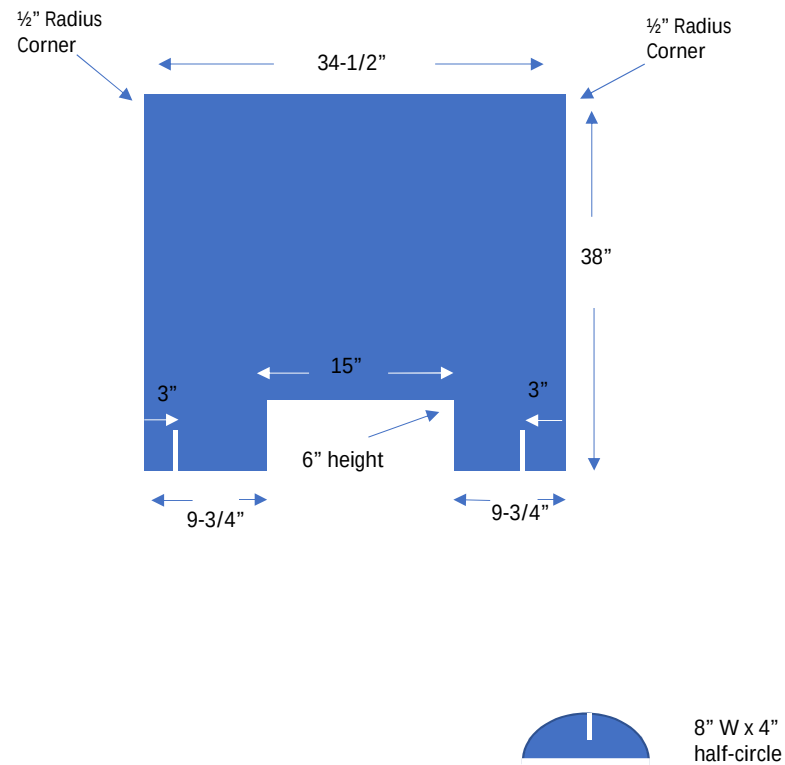
Police Department
Unit V – Reception (1 Unit)



Material is .236" thick clear polycarbonate

Police Department

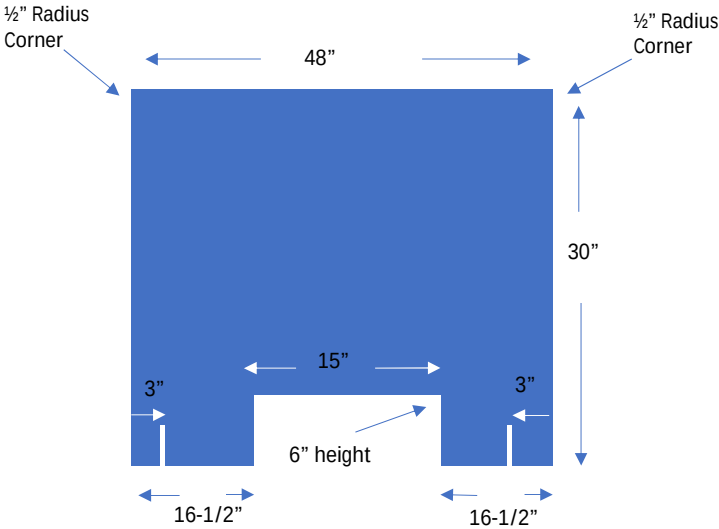
Unit W – Reception (1 Unit)



Material is .236" thick clear polycarbonate

City Hall – 2nd Floor

Unit X – Reception (2 Units)



Material is .236" thick clear polycarbonate

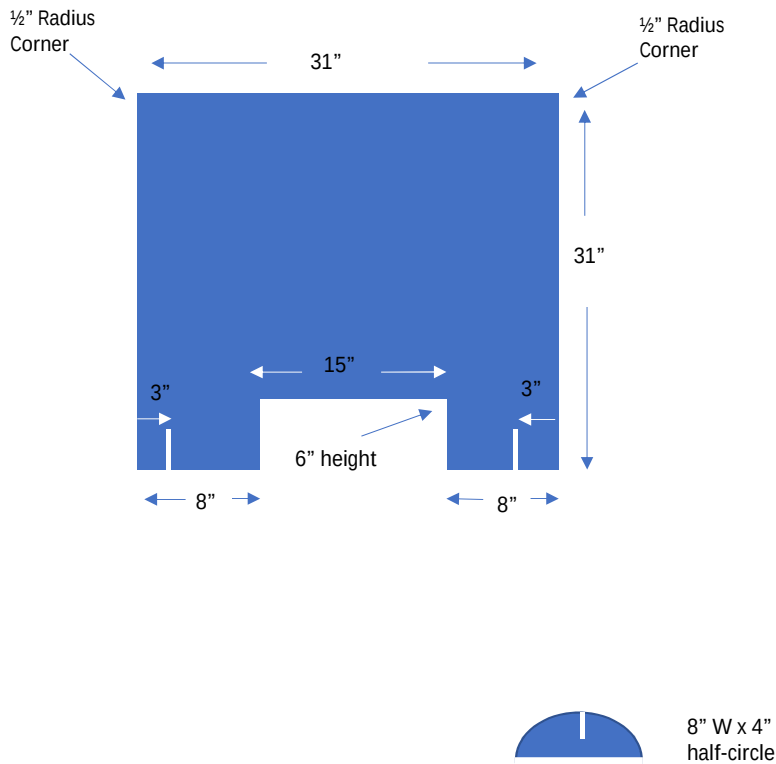
City Hall – 2nd Floor**Unit Y – Desks (3 Pieces)**

- There are no feet for these units as they will be fastened to the cubicles

Material is .236" thick clear polycarbonate

City Hall – 2nd Floor

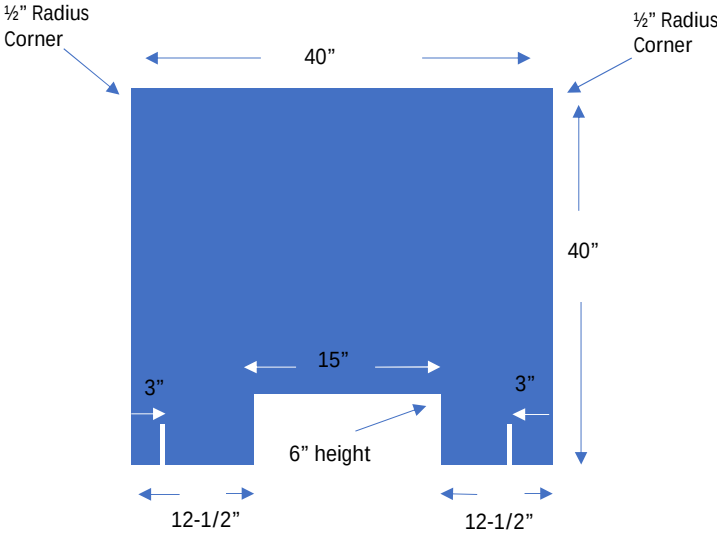
Unit Z – Council Chambers (4 Units)



Material is .236" thick clear polycarbonate

City Hall – 2nd Floor

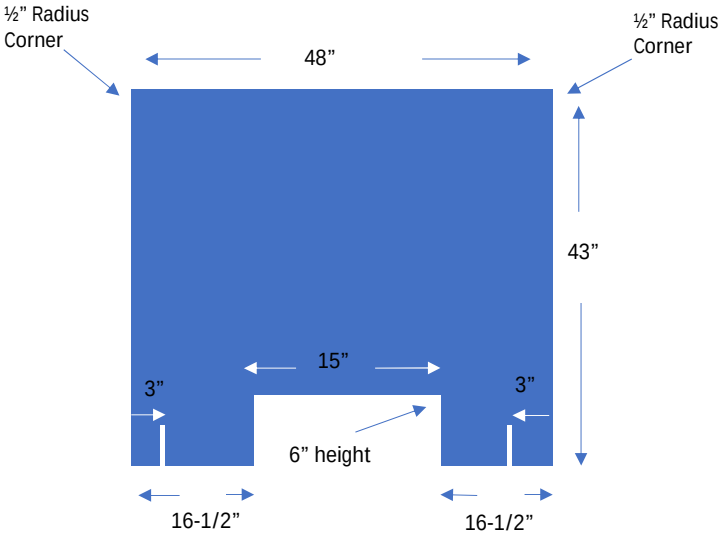
Unit AA – Volunteer Desk (1 Unit)



Material is .236 inch thick clear polycarbonate

City Hall – 2nd Floor

Unit AB – Assistant City Attorney (2 Units)



Material is .236" thick clear polycarbonate

Building	Description	Number of Units or Pieces	Width (Inches)	Height (Inches)
Municipal Service Center	Unit A - Reception	1	48	30
Municipal Service Center	Unit B - Reception	1	35-1/4	38
Municipal Service Center	Unit C - 1st Desk	1	44-3/4	30
Municipal Service Center	Unit D - 1st Desk	1	84-3/4	30
Municipal Service Center	Unit E - 2nd Desk	1	44-1/4	30
Municipal Service Center	Unit F - 2nd Desk	1	42-1/2	30
Municipal Service Center	Unit G - 3rd Desk	1	44-3/4	30
Municipal Service Center	Unit H - 3rd Desk	1	84-1/2	30
Community Center	Unit I - Emily	1	45	43
Community Center	Unit J - Emily	1	41	28-1/2
Community Center	Unit K - Cheryl	1	45	31-1/4
Community Center	Unit L - Cheryl	1	35-1/2	38-1/2
Community Center	Unit M - Dawn	1	71-1/2	43
City Hall - 1st Floor	Unit N - Reception	3	36	30
City Hall - 1st Floor	Unit O - Reception	1	48	30
City Hall - 1st Floor	Unit P - Desks	7	82	42-1/4
City Hall - 1st Floor	Unit Q - Desks	1	23	42-1/4
City Hall - 1st Floor	Unit R - Reception	1	83	29-3/4
City Hall - 1st Floor	Unit S - Reception	1	24	30-1/4
Health Services	Unit T - Reception	1	71	30
Health Services	Unit U - Reception	1	22-1/2	42-1/2
Police Department	Unit V - Reception	1	96	30
Police Department	Unit W - Reception	1	34-1/2	38
City Hall - 2nd Floor	Unit X - Reception	2	48	30
City Hall - 2nd Floor	Unit Y - Desks	3	70	43
City Hall - 2nd Floor	Unit Z - Council Chambers	4	31	31
City Hall - 2nd Floor	Unit AA - Volunteer Desk	1	40	40
City Hall - 2nd Floor	Unit AB - Assistant City Attorney	2	48	43

Total Units or Pieces**43**

Attachment: Price Quote Amerilux (9577 : Approve funding for safety partions in City Buildings)

8"Wx4"H Feet	Price Per Unit or Piece	Extended Price
Yes	\$ 189.62	\$ 189.62
Yes	\$ 189.62	\$ 189.62
No	\$ 189.62	\$ 189.62
No	\$ 314.24	\$ 314.24
No	\$ 189.62	\$ 189.62
No	\$ 189.62	\$ 189.62
No	\$ 189.62	\$ 189.62
No	\$ 314.24	\$ 314.24
No	\$ 189.62	\$ 189.62
Yes	\$ 189.62	\$ 189.62
Yes	\$ 189.62	\$ 189.62
Yes	\$ 189.62	\$ 189.62
Yes	\$ 314.24	\$ 314.24
Yes	\$ 189.62	\$ 568.86
Yes	\$ 189.62	\$ 189.62
No	\$ 314.24	\$ 2,199.67
No	\$ 127.31	\$ 127.31
Yes	\$ 314.24	\$ 314.24
Yes	\$ 147.25	\$ 147.25
Yes	\$ 251.93	\$ 251.93
No	\$ 127.31	\$ 127.31
Yes	\$ 314.24	\$ 314.24
Yes	\$ 189.62	\$ 189.62
Yes	\$ 189.62	\$ 379.24
No	\$ 314.24	\$ 942.71
Yes	\$ 147.25	\$ 588.99
Yes	\$ 189.62	\$ 189.62
Yes	\$ 189.62	\$ 379.24

Total	\$ 9,748.74
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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Appointments and reappointments to Boards and Commissions by Mayor Boyd.

ATTACHMENTS:

- Appointment Memo_May 19 2020 (PDF)

Memo

City of De Pere

To: City Council Members
 From: James Boyd, Mayor
 Subject: Appointments and Reappointments
 Date: May 13, 2020

I am submitting the following names for appointment/reappointment at the May 19, 2020 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individual being submitted for your approval.

Commission**Appointment/Reappointment**

Police and Fire Commission	Maureen Vanden Hogen/Reappointment
Board of Health	Dennis Hibray/Reappointment
Board of Park Commissioners	Melissa Thiel Collar/Appointment
Hotel-Motel Commission	Ted Penn/Reappointment
Board of Review	Bob Gagan/Reappointment
Board of Review	Laura Rabas/Reappointment
Board of Appeals	Andy Van Remortel/Reappointment
Board of Appeals	Bob DeGroot/Reappointment
Board of Appeals	James Stadler/Reappointment
Designated Offender Advisory Board	Diane Koltz/Reappointment
De Pere Redevelopment Authority	Jerry Henrigillis/Reappointment
De Pere Redevelopment Authority	Ted Penn/Reappointment
Sustainability Commission	Rebecca McKean/Reappointment
Sustainability Commission	Randall Lawton/Reappointment

Attachment: Appointment Memo_May 19 2020 (9562 : Appointments and reappointments to Boards and Commissions by Mayor Boyd.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020
DEPARTMENT: City Clerk
FROM: Ann Ledvina
SUBJECT: Operator license applications.

ATTACHMENTS:

- Operator Application List_5-19-20 (PDF)

CITY OF DE PERE
License Committee - May 19, 2020

Renewal Operator License Applications for the 2020 - 2022 Licensing Period	
1	ADHIKARI, BISHNU
2	ADHIKARI, SHARADA
3	COUILLARD, THERESA
4	DOMBROSKI, LORI
5	JANUS, KAYLA
6	LEWIS, LORI
7	BIELSKI, MARIA
8	CRAMER, LORRI
9	KOLTZ, LANCE
10	PEARCE, MICHELLE
11	REINHARD, AARON

Previously Tabled Operator License Applications	
1	EHNERD, TANNER
2	ELLERMAN, CASEY

New Operator License Applications	
1	LONG, STEPHANIE



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020
DEPARTMENT: City Clerk
FROM: Carey Danen
SUBJECT: Voucher approval.

ATTACHMENTS:

- 5-19-2020 VOUCHERS (PDF)

5/12/2020 2:42 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06322 MAY 2020 COUNCIL - 2 5-19-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0302	AIRGAS USA LLC I-9970108241	AIRGAS USA LLC	R	5/19/2020		245.82CR	092228	245.82
0023	BATTERIES PLUS LLC I-P26153497	BATTERIES PLUS LLC	R	5/19/2020		53.95CR	092229	53.95
0027	BAY TOWEL INC I-3049278 I-3063336 I-3067956 I-3072552 I-3075315 I-3075329	BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC	R R R R R R	5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020		122.15CR 112.04CR 112.04CR 114.06CR 176.85CR 91.05CR	092230 092230 092230 092230 092230 092230	728.19
1532	BOBCAT PLUS INC I-IG39840 I-IG39862	BOBCAT PLUS INC BOBCAT PLUS INC	R R	5/19/2020 5/19/2020		13.83CR 70.38CR	092231 092231	84.21
3008	BOUND TREE MEDICAL LLC I-83605179 I-83605180	BOUND TREE MEDICAL LLC BOUND TREE MEDICAL LLC	R R	5/19/2020 5/19/2020		77.99CR 1,131.98CR	092232 092232	1,209.97
6751	BRIDGEPORT MFG. INC. I-38576-00 I-38634-00	BRIDGEPORT MFG. INC. BRIDGEPORT MFG. INC.	R R	5/19/2020 5/19/2020		248.55CR 640.98CR	092233 092233	889.53
0038	BROADWAY AUTOMOTIVE INC I-491648P I-491833P I-492624P I-492624PX1 I-492781P I-493010P I-646448 I-647450	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R R R R R R R R	5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020		390.72CR 12.02CR 496.22CR 28.86CR 421.22CR 194.10CR 3,857.84CR 608.31CR	092234 092234 092234 092234 092234 092234 092234 092234	6,009.29
0039	BROOKS TRACTOR INC I-380755 I-D81237	BROOKS TRACTOR INC BROOKS TRACTOR INC	R R	5/19/2020 5/19/2020		172.88CR 229.24CR	092235 092235	402.12
2944	BROWN COUNTY JAIL I-202005070570	BROWN COUNTY JAIL	R	5/19/2020		160.00CR	092236	160.00

Attachment: 5-19-2020 VOUCHERS (9554 : Voucher approval.)

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0046	BROWN COUNTY PORT SOLID WASTE DEPT I-43510	BROWN COUNTY PORT SOLID WASTE	R	5/19/2020		30,592.31CR	092237	30,592.31
2984	BROWN COUNTY TREASURER I-2020-00000001	BROWN COUNTY TREASURER	R	5/19/2020		1,908.27CR	092238	1,908.27
7021	CARSTAR WILSON AUTO COLLISION GREEN BAY I-32694	CARSTAR WILSON AUTO COLLISION	R	5/19/2020		160.00CR	092239	160.00
0536	CDW GOVERNMENT INC I-XQM9582 I-XQT0853 I-XQT7574 I-XRC6847 I-XRJ9898 I-XRP9218	CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC	R R R R R R	5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020		9,272.97CR 524.66CR 75.89CR 52.35CR 98.06CR 3,207.09CR	092240 092240 092240 092240 092240 092240	 13,231.02
2708	CLEANING SOLUTION SERVICES INC I-20471 I-20472 I-20475	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R R R	5/19/2020 5/19/2020 5/19/2020		1,408.76CR 1,724.44CR 1,403.72CR	092241 092241 092241	 4,536.92
7337	COMPASS MINERALS AMERICA I-625147	COMPASS MINERALS AMERICA	R	5/19/2020		12,935.07CR	092242	12,935.07
7997	COMPLETE OFFICE I-AR17129 I-AR17130 I-AR17131 I-AR17132	COMPLETE OFFICE COMPLETE OFFICE COMPLETE OFFICE COMPLETE OFFICE	R R R R	5/19/2020 5/19/2020 5/19/2020 5/19/2020		28.42CR 21.28CR 61.74CR 44.93CR	092243 092243 092243 092243	 156.37
7782	CONWAY SHIELD I-457120-IN	CONWAY SHIELD	R	5/19/2020		214.62CR	092244	214.62
7639	CORE & MAIN LP C-J771341 I-M309255 I-j983663 I-1679232 I-m243759 I-m288203 I-m290261	CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP	R R R R R R R	5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020		2,720.00 243.00CR 302.19CR 40.50CR 19.80CR 3,206.60CR 890.00CR	092245 092245 092245 092245 092245 092245 092245	 1,982.09

Attachment: 5-19-2020 VOUCHERS (9554 : Voucher approval.)

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6369	DICK'S GUN SHOP INC I-4949	DICK'S GUN SHOP INC	R	5/19/2020		4,485.00CR	092246	4,485.00
0085	EMERGENCY MEDICAL PRODUCTS INC I-2161405	EMERGENCY MEDICAL PRODUCTS INC	R	5/19/2020		70.48CR	092247	70.48
0086	ERC INC I-ERC-0420-5356	ERC INC	R	5/19/2020		429.00CR	092248	429.00
7422	EXCEL UNDERGROUND LLC I-7955	EXCEL UNDERGROUND LLC	R	5/19/2020		10,505.70CR	092249	10,505.70
0091	FASTENAL COMPANY I-WIGRE389373	FASTENAL COMPANY	R	5/19/2020		29.82CR	092250	29.82
0331	FERGUSON WATERWORKS #1476 INC I-299845	FERGUSON WATERWORKS #1476 INC	R	5/19/2020		1,308.00CR	092251	1,308.00
2067	FINANCE SYSTEM OF GREEN BAY INC I-202005120576	FINANCE SYSTEM OF GREEN BAY IN	R	5/19/2020		880.70CR	092252	880.70
0096	FIRE APPARATUS & EQUIPMENT INC I-20973	FIRE APPARATUS & EQUIPMENT INC	R	5/19/2020		206.24CR	092253	206.24
0200	FIRST SUPPLY LLC I-11902122-00 I-11902122-02 I-11909020-00 I-11941612-00 I-11966464-00 I-12096784-00 I-12119648-00	FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC	R R R R R R R	5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020		83.13CR 80.64CR 17.00CR 32.18CR 14.26CR 31.15CR 36.48CR	092254 092254 092254 092254 092254 092254 092254	 294.84
0097	FIVE ALARM INC I-195646-1	FIVE ALARM INC	R	5/19/2020		2,795.24CR	092255	2,795.24
0562	GALLS LLC I-15304787	GALLS LLC	R	5/19/2020		61.29CR	092256	61.29
8146	GATEWAY TRUCK & REFRIG I-81-1950R	GATEWAY TRUCK & REFRIG	R	5/19/2020		274.26CR	092257	274.26

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2544	GLOBAL RECOGNITION INC I-198499	GLOBAL RECOGNITION INC	R	5/19/2020		54.45CR	092258	54.45
0116	GRAINGER INC I-9397305500 I-9398390360 I-9410100037 I-9517960572 I-9522717215	GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC	R R R R R	5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020		20.88CR 158.13CR 382.32CR 176.40CR 123.20CR	092259 092259 092259 092259 092259	 860.93
3889	GREEN BAY PIPE & TV CONTRACTORS LLC I-20-15 (1)	GREEN BAY PIPE & TV CONTRACTOR	R	5/19/2020		18,283.66CR	092260	18,283.66
4826	GUSTAVE A LARSON CO I-3933390 I-3935212	GUSTAVE A LARSON CO GUSTAVE A LARSON CO	R R	5/19/2020 5/19/2020		260.41CR 272.77CR	092261 092261	 533.18
5535	HOLUBAR CONST CO INC I-4443	HOLUBAR CONST CO INC	R	5/19/2020		1,750.00CR	092262	1,750.00
8147	HYDRO-KLEAN LLC I-20-03 (1)	HYDRO-KLEAN LLC	R	5/19/2020		121,791.62CR	092263	121,791.62
5484	HYDROCORP INC I-57206-IN	HYDROCORP INC	R	5/19/2020		2,648.00CR	092264	2,648.00
1399	INDOFF INC I-3356614 I-3364348 I-3365020	INDOFF INC INDOFF INC INDOFF INC	R R R	5/19/2020 5/19/2020 5/19/2020		132.20CR 98.09CR 100.99CR	092265 092265 092265	 331.28
0362	JOHNSON CONTROLS FIRE PROTECTION LP I-86726979	JOHNSON CONTROLS FIRE PROTECTI	R	5/19/2020		1,226.50CR	092266	1,226.50
2602	JOSSART BROTHERS INC I-1469 I-1483 I-1496 I-1497 I-20-01B (1)	JOSSART BROTHERS INC JOSSART BROTHERS INC JOSSART BROTHERS INC JOSSART BROTHERS INC JOSSART BROTHERS INC	R R R R R	5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020		358.40CR 4,122.00CR 3,049.10CR 2,469.60CR 159,712.10CR	092267 092267 092267 092267 092267	 169,711.20
1276	JX ENTERPRISES INC I-14122671P I-14123327P I-14123529P I-14123535P I-14124190P I-14124787P I-14124829P I-14124833P I-14125428P I-1430154S	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R R R R R R R R	5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020		229.98CR 215.68CR 43.99CR 262.73CR 152.21CR 8.79CR 276.69CR 89.99CR 18.63CR 4,367.13CR	092268 092268 092268 092268 092268 092268 092268 092268 092268 092268	 5,665.82

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8145	LYNN KOSKY I-202005070571	LYNN KOSKY	R	5/19/2020		125.00CR	092269	125.00
3140	KUNDINGER FLUID POWER INC I-50589909	KUNDINGER FLUID POWER INC	R	5/19/2020		94.69CR	092270	94.69
0153	LAFORCE INC I-1131793	LAFORCE INC	R	5/19/2020		149.00CR	092271	149.00
8150	LAURA TESS I-202005120580	LAURA TESS	R	5/19/2020		130.20CR	092272	130.20
0157	LEAGUE OF WI MUNICIPALITIES I-202003110347	LEAGUE OF WI MUNICIPALITIES	R	5/19/2020		600.00CR	092273	600.00
7875	LF GEORGE INC I-IC72874	LF GEORGE INC	R	5/19/2020		1,325.71CR	092274	1,325.71
1	MC ALLISTER, VI I-202005120577	PAINTERS PARAD	R	5/19/2020		16.00CR	092275	16.00
0173	MENARDS INC C-64744 I-64657 I-64770 I-64830 I-64846 I-64875 I-64921 I-64927 I-64936 I-64975 I-65013 I-65089 I-65116 I-65165 I-65269 I-65284	MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC	R R R R R R R R R R R R R R R R R	5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020 5/19/2020		53.00 193.91CR 31.14CR 165.47CR 44.28CR 36.99CR 23.02CR 183.94CR 196.52CR 31.94CR 15.76CR 24.28CR 38.97CR 48.92CR 248.81CR 17.46CR	092276 092276 092276 092276 092276 092276 092276 092276 092276 092276 092276 092276 092276 092276 092276 092276 092276	
VOID	VOID CHECK		V	5/19/2020			092277	**VOID**
0180	MONROE TRUCK EQUIPMENT INC I-821744 I-823071	MONROE TRUCK EQUIPMENT INC MONROE TRUCK EQUIPMENT INC	R R	5/19/2020 5/19/2020		463.21CR 1,581.33CR	092278 092278	
								2,044.54

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0531	NORTHEAST AUTO PARTS INC							
	I-347051	NORTHEAST AUTO PARTS INC	R	5/19/2020		77.49CR	092279	
	I-347082	NORTHEAST AUTO PARTS INC	R	5/19/2020		40.20CR	092279	
	I-347118	NORTHEAST AUTO PARTS INC	R	5/19/2020		5.99CR	092279	
	I-347133	NORTHEAST AUTO PARTS INC	R	5/19/2020		17.94CR	092279	
	I-347164	NORTHEAST AUTO PARTS INC	R	5/19/2020		37.28CR	092279	
	I-347172	NORTHEAST AUTO PARTS INC	R	5/19/2020		72.98CR	092279	
	I-347363	NORTHEAST AUTO PARTS INC	R	5/19/2020		205.90CR	092279	
	I-347364	NORTHEAST AUTO PARTS INC	R	5/19/2020		10.07CR	092279	
	I-347414	NORTHEAST AUTO PARTS INC	R	5/19/2020		33.98CR	092279	
	I-347468	NORTHEAST AUTO PARTS INC	R	5/19/2020		10.07CR	092279	
	I-347511	NORTHEAST AUTO PARTS INC	R	5/19/2020		11.99CR	092279	
	I-347648	NORTHEAST AUTO PARTS INC	R	5/19/2020		26.36CR	092279	
	I-347653	NORTHEAST AUTO PARTS INC	R	5/19/2020		167.87CR	092279	718.12
3250	NORTHERN LAKE SERVICE							
	I-376955	NORTHERN LAKE SERVICE	R	5/19/2020		60.00CR	092280	
	I-377310	NORTHERN LAKE SERVICE	R	5/19/2020		560.00CR	092280	620.00
8019	OFFICE ENTERPRISES INC							
	I-463680	OFFICE ENTERPRISES INC	R	5/19/2020		196.75CR	092281	196.75
0194	OLSON TRAILER & BODY LLC							
	I-104007C	OLSON TRAILER & BODY LLC	R	5/19/2020		90.67CR	092282	90.67
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-180586	OSHKOSH FIRE & POLICE EQUIPMEN	R	5/19/2020		81.20CR	092283	81.20
0197	PACKER CITY INTL TRUCKS INC							
	I-X101123868:01	PACKER CITY INTL TRUCKS INC	R	5/19/2020		59.95CR	092284	59.95
6126	PM SUPPLY LLC							
	C-83094	PM SUPPLY LLC	R	5/19/2020		130.02	092285	
	I-83136	PM SUPPLY LLC	R	5/19/2020		244.50CR	092285	
	I-83139	PM SUPPLY LLC	R	5/19/2020		61.92CR	092285	176.40
1246	PREVEA HEALTH							
	I-127356	PREVEA HEALTH	R	5/19/2020		1,162.75CR	092286	1,162.75
0395	PRO ONE JANITORIAL INC							
	I-158331	PRO ONE JANITORIAL INC	R	5/19/2020		1,125.00CR	092287	1,125.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8148	JAYAPRAKASH RAJENDRAN I-202005120578	JAYAPRAKASH RAJENDRAN	R	5/19/2020		1,282.00CR	092288	1,282.00
6948	RAY'S TIRE I-1012068 I-1012175	RAY'S TIRE RAY'S TIRE	R	5/19/2020		1,752.60CR 69.50CR	092289 092289	1,822.10
1	RYSEWYK, TRISHA I-202005070572	TUMBLEBEES	R	5/19/2020		29.00CR	092290	29.00
7914	SABA SOFTWARE (CANADA) INC I-36933	SABA SOFTWARE (CANADA) INC	R	5/19/2020		5,113.88CR	092291	5,113.88
7951	SECURITY-LUEBKE ROOFING INC I-9005627	SECURITY-LUEBKE ROOFING INC	R	5/19/2020		625.00CR	092292	625.00
8098	SERVPRO OF EAST & WEST BROWN CO I-5179593	SERVPRO OF EAST & WEST BROWN C	R	5/19/2020		1,350.00CR	092293	1,350.00
3234	SHERWIN WILLIAMS I-2453-0	SHERWIN WILLIAMS	R	5/19/2020		42.65CR	092294	42.65
2683	SOMMERS CONSTRUCTION CO INC I-19-06B (4)	SOMMERS CONSTRUCTION CO INC	R	5/19/2020		280,454.89CR	092295	280,454.89
3378	STRYKER SALES CORP I-3007212M	STRYKER SALES CORP	R	5/19/2020		3,584.00CR	092296	3,584.00
8149	SUPERIOR SEWER AND WATER INC I-202005120579	SUPERIOR SEWER AND WATER INC	R	5/19/2020		70,662.42CR	092297	70,662.42
5568	SYBLE HOPP SCHOOL I-202005070573	SYBLE HOPP SCHOOL	R	5/19/2020		727.50CR	092298	727.50
0752	SYSTEMS FURNITURE LLC I-34854	SYSTEMS FURNITURE LLC	R	5/19/2020		9,535.51CR	092299	9,535.51
0262	TEMPERATURE SYSTEMS INC I-2965478-00	TEMPERATURE SYSTEMS INC	R	5/19/2020		106.13CR	092300	106.13
6136	TERMINAL SUPPLY CO I-35864-00	TERMINAL SUPPLY CO	R	5/19/2020		39.98CR	092301	39.98

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1	TOMMARELLO, ELIZABETH							
	I-202005070574	SPORTSTA	R	5/19/2020		30.00CR	092302	30.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-I667297	TRAFFIC & PARKING CONTROL INC	R	5/19/2020		510.00CR	092303	510.00
0268	TRUCK EQUIPMENT INC							
	C-897183-00	TRUCK EQUIPMENT INC	R	5/19/2020		365.00	092304	
	I-897897-00	TRUCK EQUIPMENT INC	R	5/19/2020		415.48CR	092304	50.48
0416	TWIRL SEWER SERVICE							
	I-29611	TWIRL SEWER SERVICE	R	5/19/2020		185.00CR	092305	185.00
5663	TYLER TECHNOLOGIES INC							
	I-045-298848	TYLER TECHNOLOGIES INC	R	5/19/2020		600.00CR	092306	600.00
0272	UNIFORM SHOPPE INC							
	I-299043	UNIFORM SHOPPE INC	R	5/19/2020		105.90CR	092307	105.90
0277	VAN'S FIRE & SAFETY INC							
	I-4134422	VAN'S FIRE & SAFETY INC	R	5/19/2020		191.00CR	092308	
	I-4134597	VAN'S FIRE & SAFETY INC	R	5/19/2020		1,957.04CR	092308	2,148.04
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-1016	VANDEN PLAS PORTABLE SOLUTIONS	R	5/19/2020		131.60CR	092309	
	I-1291	VANDEN PLAS PORTABLE SOLUTIONS	R	5/19/2020		123.60CR	092309	
	I-1461	VANDEN PLAS PORTABLE SOLUTIONS	R	5/19/2020		123.60CR	092309	378.80
8028	WARNER-WEXEL LLC							
	I-203426	WARNER-WEXEL LLC	R	5/19/2020		231.32CR	092310	231.32
3374	WEST BEND MUTUAL INS CO							
	I-202005070575	WEST BEND MUTUAL INS CO	R	5/19/2020		20.00CR	092311	20.00
2645	WI DEPT OF JUSTICE							
	I-202005120581	WI DEPT OF JUSTICE	R	5/19/2020		49.00CR	092312	49.00
6418	WI DEPT OF NATURAL RESOURCES							
	I-WU86587	WI DEPT OF NATURAL RESOURCES	R	5/19/2020		125.00CR	092313	125.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	85	0.00	809,469.95	809,469.95
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:	1	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:	86	0.00	809,469.95	809,469.95

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

FUND	PERIOD	AMOUNT
100	5/2020	101,821.53CR
201	5/2020	7,712.21CR
208	5/2020	194.40CR
211	5/2020	80.00CR
291	5/2020	875.00CR
292	5/2020	875.00CR
405	5/2020	652,236.76CR
415	5/2020	179.20CR
601	5/2020	30,585.58CR
650	5/2020	14,910.27CR
=====		
ALL		809,469.95CR

Attachment: 5-19-2020 VOUCHERS (9554 : Voucher approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
