



Common Council

Regular Meeting

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

Agenda

Tuesday, May 5, 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 5, 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 April 21, 2020 Common Council meeting.
3. Recommendation from the Board of Park Commissioners to Accept Donation from De Pere Girls Softball Association.
4. Recommendation from the Board of Park Commissioners to Accept Donation from Tundra Apparel & Promotions for Beer Garden Valued at \$500
5. Recommendation from the Board of Park Commissioners to Accept \$2500 Donation from Kay Distributing for Beer Gardens.
6. Recommendation to the Board of Park Commissioners to Accept Donation from Betty Lou Lewis in the Amount of \$250 for Inflatable's Purchase
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
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).
9. Resolution #20-39 Authorizing Agreement for Consulting Services with Lee Recreation, LLC (Modular Playground Equipment Design and Installation - Patriot Park).
10. Resolution #20-40 Authorizing Agreement for Feasibility Study with Village of Allouez for Regional Residential Yard Waste Site.

11. Resolution #20-41 Authorizing Donation to De Pere Area Chamber of Commerce for COVID-19 De Pere Business Relief Grant Fund.
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).
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).
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).
15. Resolution #20-45 Ratifying Mayoral Proclamations Issued from April 4, 2020 Through April 30, 2020.
16. Resolution #20-46 Regarding Operator's License Renewal Fees.
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.
18. Appointment and Reappointments by Mayor Boyd.
19. Operator license applications.
20. Voucher approval.
21. Future agenda items.
22. 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
Brandon Robaidek, EIT Robert E Lee & Associates
Al Morin, ALM Enterprises
Steven M. Bieda, PLS Mau & Associates LLP
Dennis Krueger, West De Pere School District
Troy Hewitt, PLS Robert E Lee & Associates
Jim Boyea, Best Built Inc
De Pere Chamber of Commerce
Sean Gehin, Village of Allouez



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- 4-21-20 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, April 21, 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 Kundinger	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 8, 2020 Common Council meeting.

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

3. Mayoral Proclamations.

A. Proclamation in Appreciation and Gratitude to Michael J. Walsh for 24 Years of Service as City of De Pere Mayor

B. Proclamation in Appreciation and Gratitude to Poll Workers and Staff for Service During the April 2020 Election

4. Recommendation from the Finance/Personnel Committee to approve adding Teledoc (Telemedicine platform) Services to the City's Medical Plan.

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

5. Ordinance #20-04 Amending Section § 7-10 De Pere Municipal Code Regarding Restrictions on Sales of Intoxicating Beverages.

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

6. Resolution #20-37 Revising Class B Liquor License Renewal Fees for 2020-2021 License Year.

Alderperson Raasch asked if it makes more sense to delay the payment of fees until businesses can afford them. City Attorney Judy Schmidt-Lehman explained that the state recently passed legislation to allow deadline extensions for renewal applications, and noted that Alderperson Carpenter did ask for this to be on the next License Committee agenda for discussion. As of right now, the Council should operate on the assumption that the licenses will be renewed on schedule. Discussion followed on the impact of the fee reduction on the City budget. Alderperson Carpenter reported that the License Committee voted to recommend approval of the proposed reduction.

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

7. Resolution #20-38 Authorizing a Donation to Downtown De Pere Inc. (d/b/a Definitely De Pere) for Downtown De Pere COVID-19 Small Business Relief Grant Fund.

Alderperson Kunding reported that the Finance/Personnel Committee considered this proposal at their meeting, which would be in tandem with fundraising efforts by Definitely De Pere. While it is exclusive to downtown businesses, she noted that the De Pere Chamber of Commerce is also looking into how to support businesses outside of the downtown.

Development Services Director Dan Lindstrom gave a brief summary of the proposed relief grant program. Definitely De Pere is looking for a \$50,000 funding match to use for short term grants to those at risk of closing during the pandemic; eligible businesses can receive up to \$2500. The intent is that grant recipients are going to remain in business, and there would be an expectation that they attempt to secure additional long term financing.

Alderperson Raasch expressed concern about a number of small businesses in his district that would not qualify for the grant because they are not in the downtown. He asked how the City can support these other businesses. City Administrator Larry Delo pointed to the example of the Chamber of Commerce's plans to discuss a similar program with their board. Discussion followed regarding the possibility of doing a grant program without matching funds. Larry suggested waiting to hear back from the Chamber, but pointed out that Council could pursue a program without matching funds if it chooses. He stated that part of the motivation for this program is to encourage others to donate and assist, and to inspire this to be a community effort.

Alderperson Raasch moved, seconded by Alderperson Carpenter to open the meeting. Upon vote, motion carried unanimously. Tina Quigley, Executive Director of Definitely

De Pere, addressed the Council. She explained that in order to get the local economy back on its feet, it is important to retain the businesses that we have. She noted that many businesses did not receive the federal grants that they had hoped to receive. Tina reported that Definitely De Pere has already raised \$10,000; she is pretty confident that the community will step up. Alderperson Raasch asked how many businesses their program oversees. Tina explained that there are 240 in the downtown district, with the majority defined as small businesses (fewer than 20 employees). Alderperson Raasch inquired how many small businesses we have in other areas of the City, but staff did not have that data immediately available. Alderperson Raasch moved, seconded by Alderperson Kunding to close the meeting. Upon vote, motion carried unanimously. Alderperson Nelson moved to change the City's contribution from a match to a \$50,000 donation. The motion failed for lack of a second.

Alderperson Raasch stated that he would like to find a way to create matching funds for both organizations. Larry explained that Council would need to do that as a separate item, because the resolution on the agenda tonight is just for Definitely De Pere's request. Alderperson Kunding indicated that the proposal from the Chamber of Commerce will most likely come to the May Finance/Personnel Committee meeting, and Alderperson Nelson requested that their proposal be allowed to bypass Finance and be placed on the next Council agenda. Alderperson Hansen asked for and received confirmation that this \$50,000 donation is separate from the \$500,000 loan fund program that Council already approved.

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

8. Appointments and re-appointments to Boards and Commissions by Mayor Boyd.

Mayor Boyd reported that a revised appointment list was distributed to Council members today. The new list has been attached to these minutes as Exhibit A.

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

9. Elections by the Common Council.

A. Alderperson members of the Plan Commission.

Mayor Boyd explained that there are two seats on the Plan Commission, and nominations will be taken separately for each seat.

Alderperson Raasch nominated Alderperson Carpenter. Mayor Boyd asked if there were any more nominations; hearing none, he closed the nominations and asked for a vote. Upon vote, motion carried unanimously.

Aldersperson Kunding nominated Aldersperson Raasch. Mayor Boyd asked if there were any more nominations; hearing none, he closed the nominations and asked for a vote. Upon vote, motion carried unanimously.

B. President of the Common Council.

Aldersperson Carpenter nominated Aldersperson Raasch. Mayor Boyd asked if there were any more nominations; hearing none, he closed the nominations and asked for a vote. Upon vote, motion carried unanimously.

10. Operator License Applications.

Aldersperson Carpenter moved, seconded by Aldersperson Hansen to approve Previously Tabled application # 1. Upon vote, motion carried unanimously.

Aldersperson Carpenter moved, seconded by Aldersperson Hansen to deny Previously Tabled application #2 for completing application incorrectly and for not attending meetings when requested. Upon vote motion carried unanimously.

Aldersperson Carpenter moved, seconded by Aldersperson Hansen to approve New Operator application #1. Upon vote, motion carried unanimously.

11. Voucher approval.

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

12. Future agenda items.

Aldersperson Nelson asked that the pending proposal from De Pere Chamber of Commerce to create a small business grant program (similar to the one tonight from Definitely De Pere) be fast-tracked to the next Council meeting and bypass Finance/Personnel. He noted that time is of the essence to provide assistance to local small business owners.

13. Consideration and Possible Action on a Potential Intergovernmental Agreement for Services

Aldersperson Raasch moved, seconded by Aldersperson Carpenter to close the meeting at 8:34 PM. Upon roll call vote, motion carried unanimously.

14. Consideration and Action on City offer to Purchase Parcel WD-376 (352 Main Avenue)

Aldersperson Raasch moved, seconded by Aldersperson Kunding to open the meeting at 9:32 PM. Upon roll call vote, motion carried unanimously.

Aldersperson Raasch moved, seconded by Aldersperson Carpenter to approve staff action on the City offer to purchase parcel WD-376. Upon vote, motion carried unanimously.

15. Adjournment.

Aldersperson Raasch moved, seconded by Aldersperson Ledvina to adjourn the meeting at 9:34 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

EXHIBIT A**ALDERPERSON COMMITTEE ASSIGNMENTS - 2020**

HISTORIC PRESERVATION – Jonathan Hansen

CITY PLAN COMMISSION –

BOARD OF HEALTH – Casey Nelson, Kelly Ruh

PARK BOARD – Dean Raasch, Amy Kunding, Casey Nelson

DESIGNATED OFFENDER ADVISORY BOARD – Dean Raasch

SUSTAINABILITY COMMISSION – Shana Ledvina

LICENSE COMMITTEE – Shana Ledvina, Dan Carpenter, Mike Eserkaln

PUBLIC WORKS – Shana Ledvina, Dean Raasch, Dan Carpenter, Jonathan Hansen

FINANCE COMMITTEE – Amy Kunding, Mike Eserkaln, Casey Nelson, Kelly Ruh



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

The Board of Park Commissioners, at the April 23, 2020 meeting, approved the request from De Pere Girls Softball to install mini storage buildings at each of the softball diamonds. The motion passed unanimously with a 6-0 vote.

De Pere Girls Softball Association (DGSA) would like to construct three mini storage buildings at each of the softball diamonds. I have included information provided from DGSA explaining the storage units and their location.

City staff is in support of the storage units.

From: De Pere Girls Softball Association (DGSA)

Item: Three mini storage buildings at the softball fields at Southwest Park.

ATTACHMENTS:

- Optimist De Pere Storage (PDF)
- Optimist De Pere Overall (PDF)
- OPTIMIST PARK 3-11-2020 (PDF)

Google Maps De Pere



Typical
storage unit at
each diamond
exterior
dimensions to
be 8'x8'

Map data ©2020 , Map data ©2020 20 ft

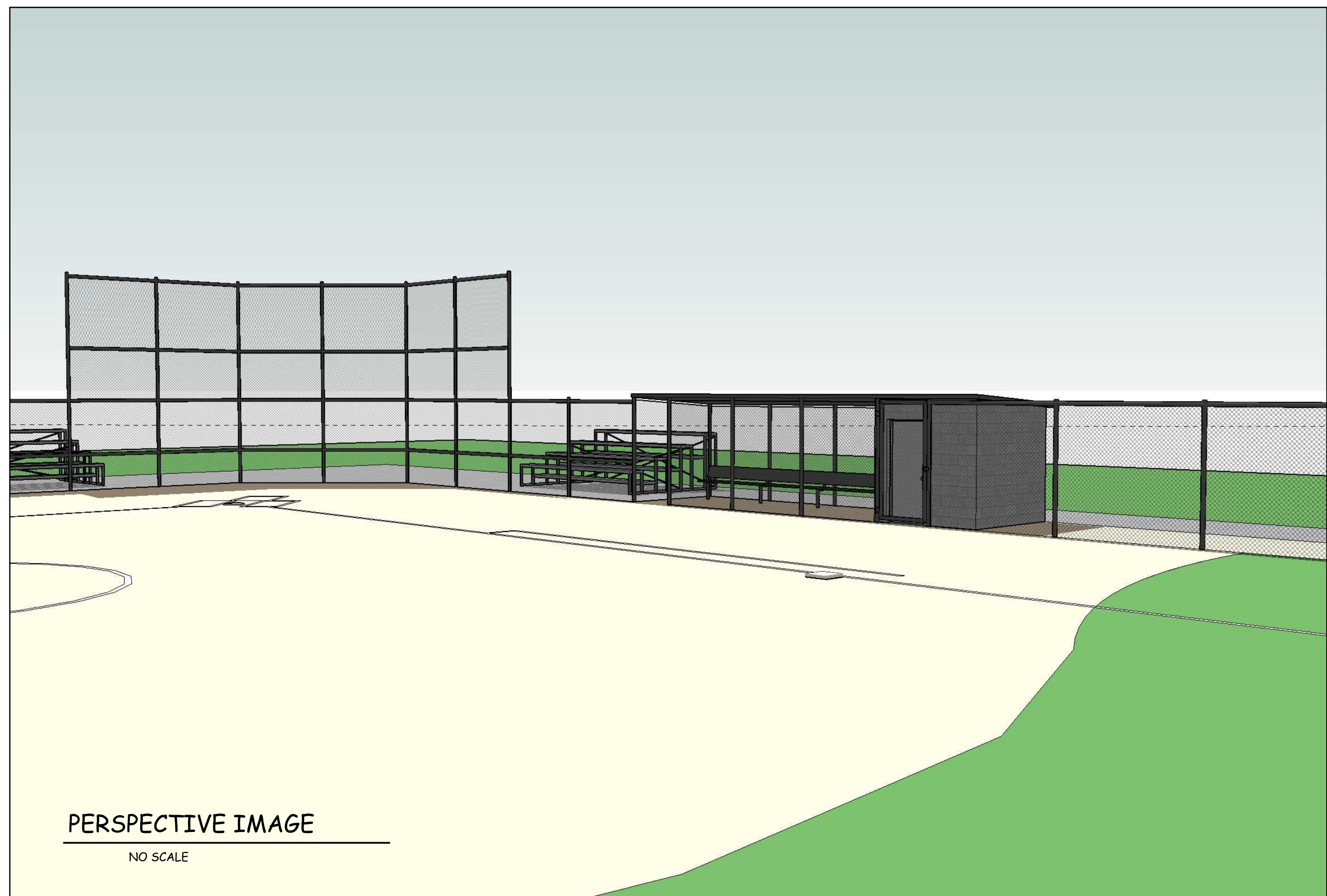
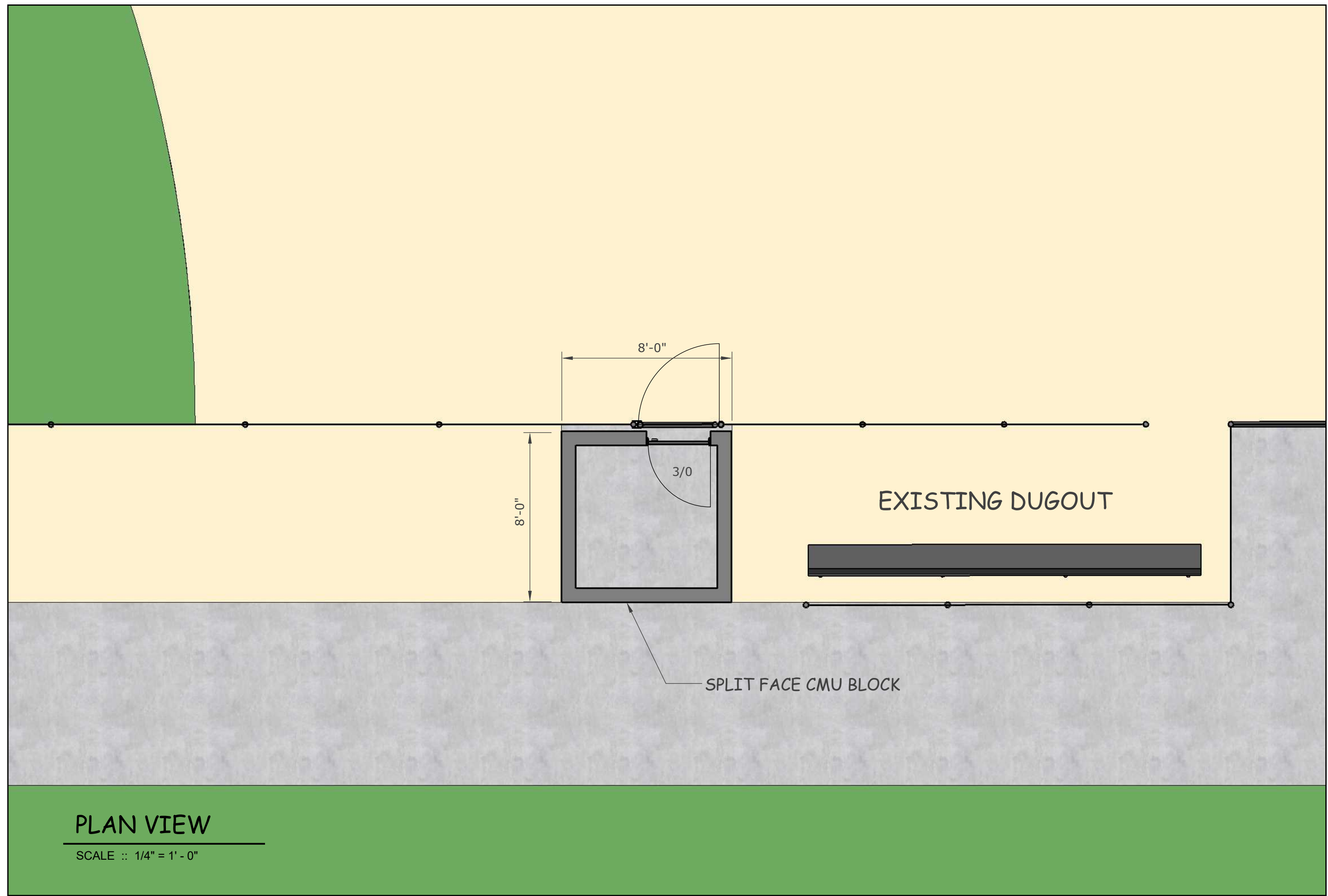
Attachment: Optimist De Pere Storage (9490 : Recomm from Bd of Park Comm to accept donation from De Pere Girls Softball Association.)

Google Maps

De Pere



Attachment: Optimist De Pere Overall (9490 : Recomm from Bd of Park Comm to accept donation from De Pere Girls Softball Association.)





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

The Board of Park Commissioners, at the April 23, 2020 meeting, approved accepting the donation from Tundra Apparel and Promotions for the Beer Garden. The motion passed unanimously with a 6-0 vote. Staff is seeking approval to accept a donation from Tundra Apparel & Promotions for the Beer Garden valued at \$500. The donation will go to cover the cost of a banner for marketing over Reid Street.

Thank you for your time and consideration.

Donation Information:

From: Tundra Apparel and Promotions

To: De Pere Beer Gardens

For: Banner for Beer Garden

Amount: \$500



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

The Board of Park Commissioners, at the April 23, 2020 meeting, approved accepting a \$2,500 donation from Kay Distributing for the Beer Gardens. The motion passed unanimously with a 6-0 vote.

This memo is to seek the Board of Park Commissioner's approval to accept a \$2,500 donation from Kay Distributing for the Beer Gardens.

Donation Information:

From: Kay Distributing

For: De Pere Beer Gardens

Amount \$2,500



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

The Board of Park Commissioners, at the April 23, 2020 meeting, approved accepting a \$250 donation from Betty Lou Lewis to go toward the purchase of an inflatable obstacle course for the pools. The motion passed unanimously with a 6-0 vote.

Staff is seeking approval of a donation from Betty Lou Lewis in the amount of \$250. The \$250 donation is to be used for aiding in purchase of inflatable obstacle course.

Thank you for your time and consideration.

Donation Information:

From: Betty Lou Lewis, 3700 Marilyn Ley Drive, Town of Rockland

To: De Pere Aquatic Facility

For: Inflatable Obstacle Course

Amount: \$250



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: **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**

The Board of Park Commissioners, at the April 23, 2020 meeting, approved accepting a \$10,000 donation from the Dickhut Family Charitable Endowment Fund for the Community Center remodeling project. The motion passed unanimously with a 6-0 vote.

Staff is seeking approval to accept a \$10,000 donation from the Dickhut Family Charitable Endowment Fund for the Community Center remodeling project. The grant received is for the purpose of purchasing tables and other furniture and/or equipment to aid in finalizing this project.

Staff will research tables and receive quotes on pricing. Previous budget estimates were around \$10,000. The total cost for the flooring project is \$22,981. An additional estimate of \$10,000 for tables/furniture/equipment leaves a grand total of \$32,981. Total donations received was \$22,010. With the \$13,000 reallocation from a different project, we have now covered our costs for this entire project.

The flooring is scheduled for installation the week of March 23.

Thank you for your time and consideration.

Donation Information:

From: Dickhut Family Charitable Endowment Fund
c/o Rachel Dickhut

To: De Pere Community Center

For: Tables & other Furniture/Equipment for Upper Level of Community Center

Amount: \$10,000



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: 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).

On April 27, 2020, Plan Commission unanimously recommended approval of the final plat, with conditions, by a vote of 7-0.

ATTACHMENTS:

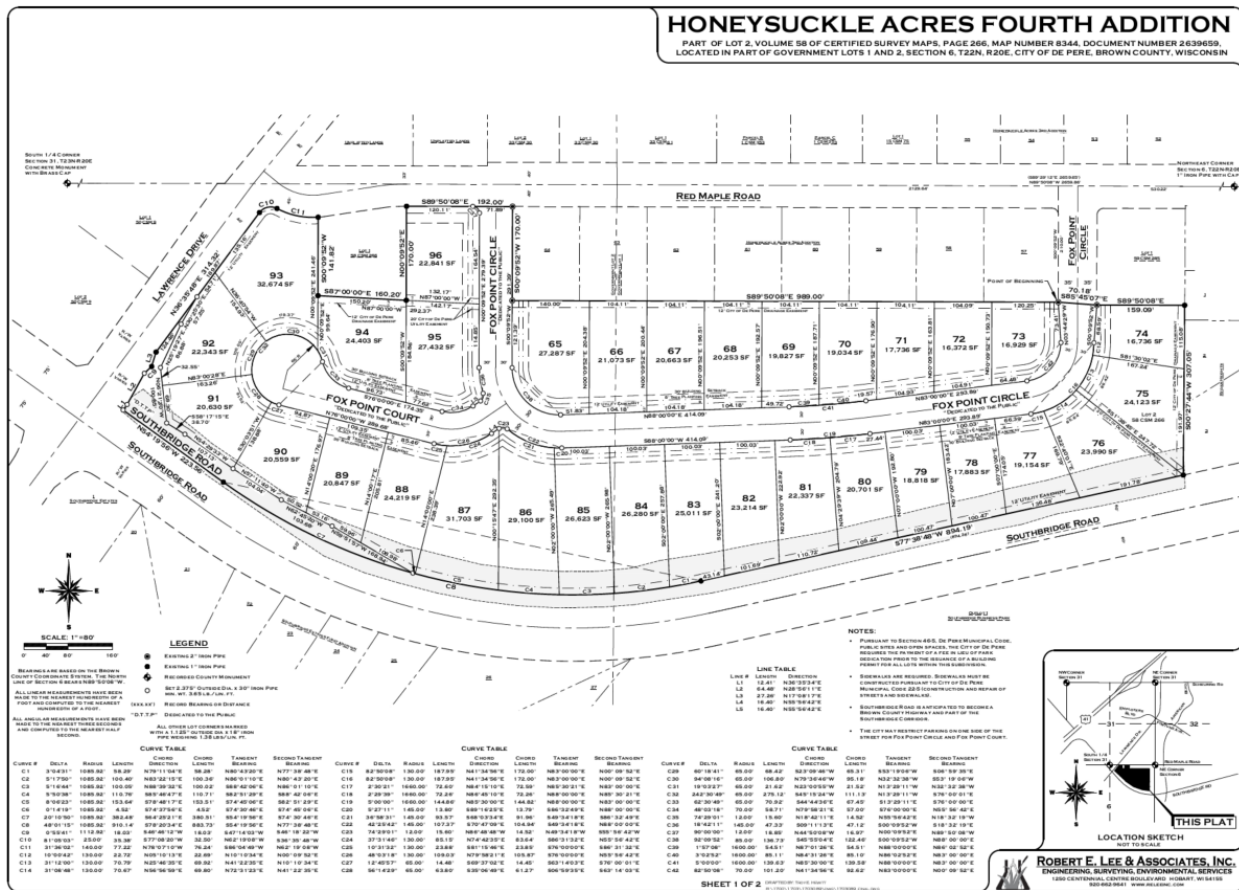
- 04-27-20 Plan Commission Report - Final Plat of Honeysuckle Acres Fourth Addition (DOCX)
- Application Form (PDF)
- Final Plat (PDF)

- ITEM X:** Staff recommendation and possible action regarding 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).*

SITE MAP



PROPOSED FINAL PLAT AREA



REQUESTED ACTION:

Final Plat Approval.*

Note: The proposed final plat has two fewer lots than the Plan Commission reviewed preliminary plat from January 27, 2020, which caused proposed lot lines to shift slightly. Staff determined this to be in substantial conformity with the approved preliminary plat as stated in 236.11(1)(b) of the Wisconsin Statutes.

COMMON DESCRIPTION:

1500 Red Maple RD, generally located south from Red Maple RD, East from Lawrence DR, and North of Southbridge RD.

PARCEL NUMBER(S):

WD-L183-4 & WD-L183-4-1

EXISTING ZONING:

Single Family Residence District (R-1). Plat is also within TID #6 and #11.

SURROUNDING LAND USES:

Single Family Residential to the north (R-1)
Developing commercial (I-B-2) and single-family residential (R-1) to the south.
Two-Family Residential to the east (R-2).
Residential to the west (R-1).

COMPREHENSIVE PLAN: Neighborhood Residential (Including Multi-Family)

APPLICANT/OWNER NAME:	Troy Hewitt, PLS Authorized Representative Robert E. Lee & Associates 1250 Centennial Centre BL Hobart, WI 54155	Best Built INC Property Owner ATTN: Jim Boyea, President 3100 Holmgren WY Green Bay, WI 54304
------------------------------	--	---

SITE HISTORY: The subject site has been used for agricultural purposes since 1938.

In January and February 2020, a 34 lot preliminary plat was approved by the Plan Commission and Common Council. The approval included the requirement to add sidewalks on both sides of all streets, the addition of right-of-way for a future roundabout, and technical revisions.

On March 30, a draft final plat was submitted for review. The final plat had 32 lots rather than 34, which changed the locations of proposed lot lines and easement locations. Staff determined that the plat could retain 'final status' because the density did not increase, the general street layout remained the same, and the exterior boundaries of the plat remained the same.

STAFF REVIEW: When reviewing a final plat, staff considers State Statutes 236 Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The final plat has 32 single-family lots. The previous preliminary plat had 34 lots. Because of the lot reduction, side lot lines and easement boundaries shifted on the plat. The changes were reviewed by the staff.
- Per Plan Commission request, additional right-of-way was added to the southwest corner of the final plat in anticipation of a future roundabout. A development date for the intersection is unknown.

Due to the change from 34 to 32 lots, the plat has a larger number of conditions than a typical final plat. The conditions are technical and can be overseen by staff.

The final plat meets the criteria of State Statutes 236 and Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code. The proposed land division does not impact the Comprehensive Plan negatively. The proposed lot size, frontage, and setbacks meet acceptable City requirements.

REVIEW PROCESS:	For final plat petitions, the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews preliminary plats. The Common Council is expected to review the City plat on May 5, 2020.
STAFF RECOMMENDATION:	Staff recommends APPROVAL of the final plat and forwarding the plat to the Common Council for preliminary approval, subject to: 1. As part of the approval of this subdivision, the developer will be responsible to construct sidewalk on the east side of Fox Point Circle adjacent to Parcel WD-1455, 1579 Red Maple Road. 2. Update Covenant 5. As follows: "Sidewalks are required on all of Fox Point Circle, Fox Point Court, and Red Maple Road Right of Ways." 3. Update Covenant 6 regarding private drains to list the following lots: 76, 78 thru 81, 84 thru 89, and 91. 4. Update Covenant 7 to include: "All exposed walls with windows shall be approved by the City prior to constructing." 5. Update Covenant 10 to change the designated lots to 91 to 93. 6. Update the utility easement locations for the revised plat to include a 20-foot easement, centered along the lot line between Lots 66/67, 60/71, 75/76 (as shown), 82/83. 7. The existing storm sewer easement for the sewer between lots 75/76 and 82/83 is not on the new lot line. Extend the utility easement on Lots 76 and 82 to be 10 feet beyond the existing storm sewer. 8. Add the following note: "There is a daylighted City storm sewer on Lot 77 and on Lot 90. These pipes shall become the responsibility of the property owner up to the Southbridge right of way or future inlet upon the reconstruction of Southbridge Road." 9. Clarify that Lot 77 properly has at least 85' of street frontage. Curve #15 indicates that part of the lot frontage is 172' long, which does not appear to be correct. 10. Fox Point Circle, adjacent to "existing Lot 64," is missing a right-of-way flair. The proposed street may not have originally been next to this lot, thus the petitioner should make sure that the Lot 64 property owner is aware of the development. This could minimize public outcry in public meetings for the petitioner. 11. 46-4(c)(2): Property lines at street intersections shall be rounded with a radius of 12 feet or greater radius where the plan commission considers it necessary. Cutoffs or chords may be permitted in place of rounded corners.

CITY OF DE PERE
RECEIVED

MAR 30 2020

PLANNING DEPT

DE PERE



CITY OF DE PERE

APPLICATION FOR
PLAT REVIEW

Fee: \$ 195.00

Receipt #: 151356

Date: 3-30-20

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Robert E. Lee & Assoc.	Authorized Representative Troy Hewitt	Title Land Survey Project Manager	
Mailing Address 1250 Centennial Centre Dr	City Hobart	State WI	ZIP Code 54155
Email Address thewitt@releeinc.com	Phone Number (incl. area code) 920-662-9641	Fax Number (incl. area code) 920-662-9141	

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

Name (Ind. Org. or Entity) Best Built Inc.	Contact Person Jim Boyea	Title President	
Mailing Address 3100 Holmgren Way	City Green Bay	State WI	ZIP Code 54304
Email Address jim@bestbuiltinc.com	Phone Number (incl. area code) 920-337-6488	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description Red Maple Rd/Lawrence Dr	Parcel No. WD-L183-4 & WD-L183-4-1
---	---------------------------------------

SECTION 4: Plat Review

Review Type:	☐ Preliminary Plat ☒ Final Plat	
Fee:	Preliminary Plat Fee: \$278 + (____ # of lots and outlots x \$68) Final Plat Fee: \$195	\$ 195
Present Use of Parcel:	AG	
Proposed Use of Lots:	RESIDENTIAL	

Please submit 1 hard copy, 1 PDF copy, and 1 CAD copy of the Plat if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Troy Hewitt	Title Land Surveyor	Phone Number 920-662-9641
Signature of Applicant 		Date Signed 3/24/2020

TO BE COMPLETED BY CITY STAFF

Plat Review authorized by the De Pere Municipal Code, Chapter 46.	
---	--

Attachment: Application Form (9464 : Recommendation from Plan Commission to approve a proposed 32 lot final plat of Honeysuckle Acr)

CITY OF DE PERE
920-339-4050

RECN: 00151356 3/30/2020 11:11 AM
OPER: CD TERM: 003
REFN: 125824

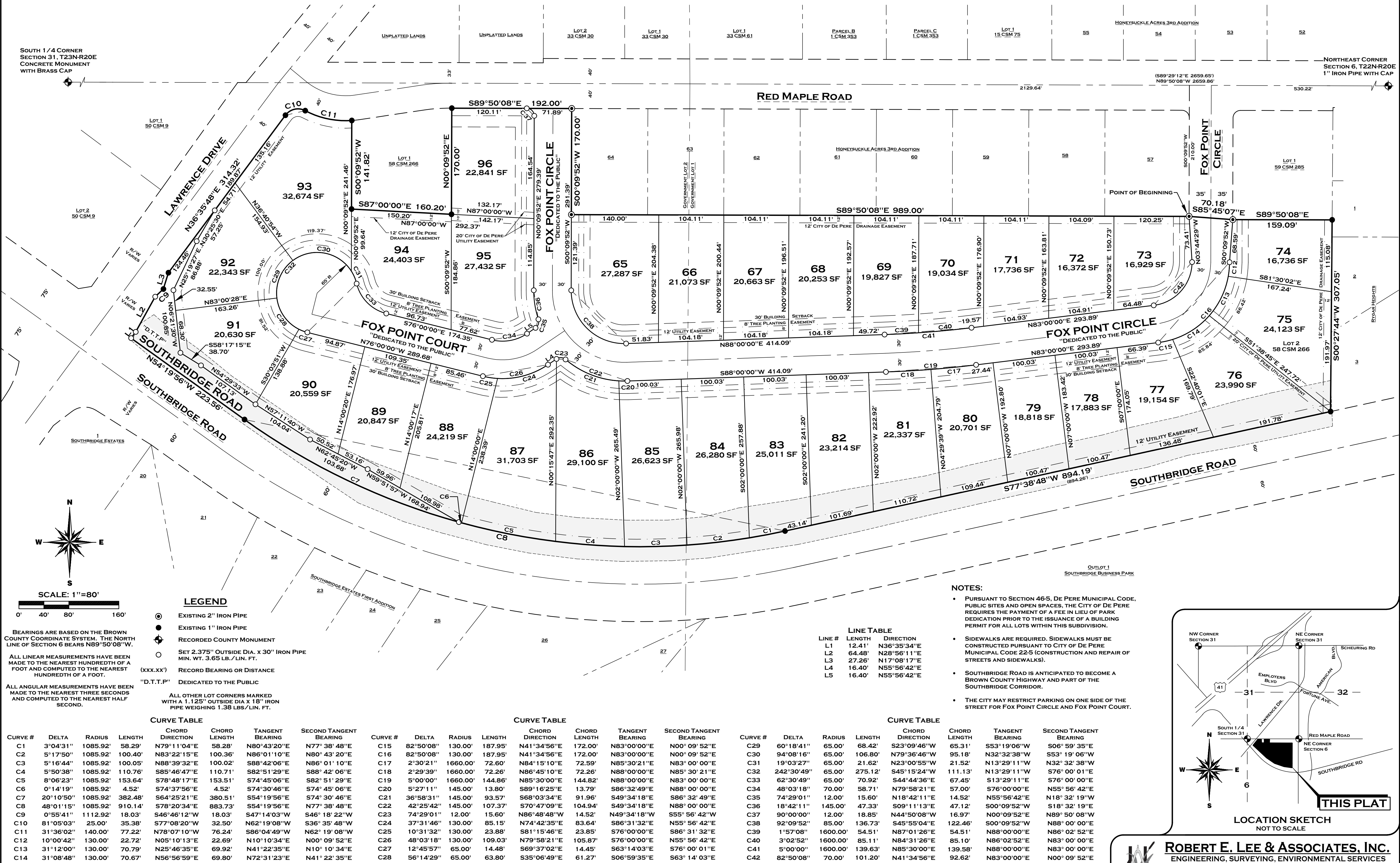
TRAN: 124.0000 PLAN REVIEWS
ROBERT E LEE
FINAL PLAT-HONEYSUCKLE ACRES 4
PLAN REVIEWS - SUBD 195.0000

TENDERED: 195.00 CHECK
APPLIED: 195.00-

CHANGE: 0.00

HONEYSUCKLE ACRES FOURTH ADDITION

PART OF LOT 2, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266, MAP NUMBER 8344, DOCUMENT NUMBER 2639659, LOCATED IN PART OF GOVERNMENT LOTS 1 AND 2, SECTION 6, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBBART, WI 54155
920-662-9641 WWW.RELEEINC.COM

HONEYSUCKLE ACRES FOURTH ADDITION

PART OF LOT 2, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266, MAP NUMBER 8344, DOCUMENT NUMBER 2639659, LOCATED IN PART OF GOVERNMENT LOTS 1 AND 2, SECTION 6, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANTS BETWEEN DEVELOPER AND PROPERTY OWNER

1. ALL PLANS FOR NEW CONSTRUCTION MUST BE APPROVED BY THE DEVELOPER PRIOR TO START OF CONSTRUCTION.
2. A SITE PLAN SHOWING THE LOCATION OF THE HOME UPON LOT MUST BE APPROVED BY DEVELOPER PRIOR TO START OF CONSTRUCTION.
3. ALL HOME CONSTRUCTION MUST BE STARTED WITHIN TWO YEARS OF THE ACTUAL LOT CLOSING DATE.
4. THE EXTERIOR, ALONG WITH GENERAL CONSTRUCTION OF A BUILDING ERECTED ON THE PREMISES MUST BE COMPLETED WITHIN SIX MONTHS AFTER START OF BUILDING CONSTRUCTION.
5. NO CONSTRUCTION OF ANY DWELLING SHALL BE COMMENCED UNTIL PLANS FOR SUCH DWELLING MEET THE MINIMUM REQUIREMENT OF 1,600 SQUARE FEET OF LIVING SPACE FOR A RANCH STYLE HOME AND 1,900 SQUARE FEET OF LIVING SPACE FOR A TWO STORY HOME. SPLIT LEVEL AND STORY AND A HALF HOMES WILL BE APPROVED BY DEVELOPER AFTER VIEW OF PLANS.
6. EACH DWELLING SHALL HAVE AN ATTACHED GARAGE OF NOT LESS THAN 20 FEET IN WIDTH.
7. THE GRADING, SEEDING, OR SODDING OF LOTS SHALL BE COMPLETED WITHIN THREE MONTHS AFTER COMPLETION OF GENERAL CONSTRUCTION ON THE PROPERTY, EXCLUDING THE MONTHS OF DECEMBER, JANUARY, FEBRUARY, MARCH, APRIL AND MAY.
8. NO BOAT, CAMPER, OR TRAILER MAY BE STORED OR PLACED IN THE FRONT OR SIDE YARD OF ANY LOT DURING THE MONTHS OF OCTOBER THROUGH APRIL. NO ANIMAL SHELTER, PEN OR SATELLITE DISH MAY BE STORED OR PLACED IN THE FRONT OR SIDE YARD OF ANY LOT. SUCH ITEMS MAY BE PLACED IN THE REAR YARD IF SCREENED FROM VIEW OF ABUTTING LANDOWNERS BY APPROPRIATE LANDSCAPING.
9. YARD STORAGE SHEDS AND ACCESSORY GARAGES SHALL BE APPROVED BY THE DEVELOPER AND SHALL BE CONSTRUCTED OF MATERIALS SIMILAR TO THEIR HOME. THE MAXIMUM SIZE OF ANY SHED SHALL BE NO LARGER THAN 14' x 14' AND SHALL NOT HAVE ANY TYPE OF DRIVEWAY TO IT.
10. ALL DRIVEWAYS MUST BE CONCRETE WITHIN THREE MONTHS AFTER COMPLETION OF GENERAL CONSTRUCTION EXCLUDING THE MONTHS OF DECEMBER, JANUARY, FEBRUARY, MARCH AND APRIL.
11. ALL HOMES SHALL CONSIST OF A MASONRY FRONT COVERINGS OF APPROXIMATELY 50% OF THE TOTAL EXTERIOR AREA. HOMES WITH LESS THAN 50% MASONRY FRONT COVERINGS WILL BE CONSIDERED FOR APPROVAL AT THE DISCRETION OF THE DEVELOPER.
12. THE COVENANTS AND RESTRICTIONS BETWEEN THE DEVELOPER AND PROPERTY OWNER SHALL REMAIN IN EFFECT FOR A PERIOD OF 15 YEARS FROM THE DATE THE PLAT WAS RECORDED.

RESTRICTIVE COVENANTS BETWEEN CITY OF DE PERE AND PROPERTY OWNER

1. THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS NOT INCLUDED IN THE DRAINAGE EASEMENT SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.
2. EACH LOT OWNER SHALL GRADE THE PROPERTY ABUTTING A STREET TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.
3. NO POLES, PEDESTALS OR BURIED CABLE ARE TO BE PLACED SO AS TO DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINES OR STREET LINES, A DISTURBANCE OF SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF THE WISCONSIN STATUTES.
4. A DRAINAGE EASEMENT IN FAVOR OF THE CITY ON REAR AND SIDE LOT LINES AS SHOWN ON THE PLAT SHALL BE PROVIDED. SUCH EASEMENTS SHALL CONTAIN THE FOLLOWING RESTRICTIONS:
 - A. ANY OBSTRUCTION TO THE FLOW OF WATER, BY ANY MEANS, SHALL BE PROHIBITED.
 - B. NO STRUCTURE, EARTHEN BERM, DAM, ERECTION OF OTHER IMPROVEMENT, TREE, OR LANDSCAPING SHALL BE PERMITTED.
 - C. THE ERECTION OF A FENCE OR ANNUAL PLANTINGS MAY BE ALLOWED PROVIDED THAT SAME DO NOT OBSTRUCT THE FLOW OF WATER.
 - D. GRANTOR IS PROHIBITED FROM CHANGING THE GRADE ELEVATION OF THE DRAINAGE EASEMENT FROM THAT ESTABLISHED BY GRANTEE.
 - E. GRANTEE SHALL HAVE FULL RIGHTS OF INGRESS AND EGRESS TO CARRY ON AND ALL WORK IN CONNECTION WITH THE MAINTENANCE AND OPERATION IN, OVER, UNDER, AND ACROSS LANDS OF GRANTOR.
 - F. THE PROPERTY COVERED BY SAID EASEMENT SHALL NOT BE USED IN ANY WAY OR MANNER THAT WILL IMPAIR THE RIGHTS OF GRANTEE.
 - G. THE EASEMENT SHALL RUN WITH THE LAND, AND SHALL BE BINDING UPON THE GRANTEES, LESSEES, SUCCESSORS, HEIRS AND ASSIGNS OF GRANTOR AND GRANTEE.
 - H. THE EASEMENT SHALL BE ASSIGNABLE.
5. SIDEWALKS ARE REQUIRED ON ALL FOX POINT CIRCLE AND RED MAPLE ROAD RIGHT OF WAYS.
6. PRIVATE YARDS DRAINS SHALL BE CONSTRUCTED AT THE TIME OF HOME CONSTRUCTION FOR LOTS (XXX). THE YARD DRAIN SHALL BE CONNECTED TO THE STORM LATERAL. EACH OF THESE LOTS SHALL GRADE FOR PROPER DRAINAGE TO THE STREET OR THE YARD DRAIN.
7. DWELLINGS THAT HAVE EXPOSED WALLS WITH WINDOWS IN THE FOUNDATION SHALL PROVIDE A GRADING PLAN WITH TOPOGRAPHIC LINES SHALL BE DEPICTED ON THE SITE PLAN TO ENSURE THE PROPER ONE-HALF INCH PER FOOT AT TEN FEET FROM DWELLING IS ACHIEVED.
8. PURSUANT TO SECTION 46-5 DE PERE MUNICIPAL CODE PUBLIC OPEN SPACES, THE CITY OF DE PERE REQUIRES THE PAYMENT OF A FEE IN LIEU OF PARK DEDICATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ALL LOTS WITHIN THIS SUBDIVISION.
9. DRIVEWAY ACCESS FOR ALL LOTS SHALL BE FROM FOX POINT CIRCLE, FOX POINT COURT OR RED MAPLE ROAD. NO DRIVEWAYS WILL BE PERMITTED ONTO LAWRENCE DRIVE OR SOUTHBRIDGE ROAD.
10. LOTS 93 THROUGH 95 ARE RESPONSIBLE FOR THE MAINTENANCE OF SIDEWALK ON LAWRENCE DRIVE.

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

BEST BUILT INC., TO

WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE,

TIME WARNER CABLE, AT&T AND CITY OF DE PERE,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES. THIS UTILITY EASEMENT PROVISION DOES NOT PREVENT OR PROHIBIT OTHERS FROM UTILIZING OR CROSSING THE UTILITY EASEMENT(S) AS THE UTILITY EASEMENT(S) ARE NON-EXCLUSIVE.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

OWNER'S CERTIFICATE OF DEDICATION:

BEST BUILT, INC., A CORPORATION DULY ORGANIZED AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS THE PROPERTY OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT.

BEST BUILT, INC., DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

CITY OF DE PERE
BROWN COUNTY
DEPARTMENT OF ADMINISTRATION

DATED THIS _____ DAY OF _____, 2019.

IN THE PRESENCE OF BEST BUILT, INC.

BY _____

NAME: JIM BOEYA

TITLE: PRESIDENT

STATE OF WISCONSIN) _____ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019, THE ABOVE NAMED PROPERTY OWNER(S) TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, WISCONSIN My COMMISSION EXPIRES _____

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED, THAT THE PLAT OF "HONEYSUCKLE ACRES FOURTH ADDITION" IN THE CITY OF DE PERE, BEST BUILT, INC. OWNER, IS HEREBY APPROVED BY THE COMMON COUNCIL ON

_____, 2020.

CAREY E. DANEN, CITY CLERK

DATE

TREASURER'S CERTIFICATE:

I, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF BROWN COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, THERE ARE NO UNDEEMED TAX SALES AND UNPAID TAXES, OR SPECIAL ASSESSMENTS ON AND OF THE LAND INCLUDED IN THIS PLAT.

PAUL ZELLER
BROWN COUNTY TREASURER

DATE

SURVEYOR'S CERTIFICATE:

I, TROY E. HEWITT, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF BEST BUILT, INC., I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING PART OF LOT 2, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266, MAP NUMBER 8344, DOCUMENT NUMBER 2639659, LOCATED IN PART OF GOVERNMENT LOTS 1 AND 2, SECTION 6, R22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE N89°50'08"W, 530.22 FEET ON THE NORTH LINE OF SAID GOVERNMENT LOT 1; THENCE S00°09'52"W, 210.00 FEET ON THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF FOX POINT CIRCLE TO THE SOUTHERLY RIGHT OF WAY OF FOX POINT CIRCLE, THE POINT OF BEGINNING; THENCE S85°45'07"E, 70.18 FEET ON SAID SOUTHERLY RIGHT OF WAY TO THE EASTERLY RIGHT OF WAY OF SAID FOX POINT CIRCLE; THENCE S89°50'08"E, 159.09 FEET ON THE SOUTH LINE OF LOT 1, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 265 TO THE SOUTHEAST CORNER THEREOF; THENCE S00°27'44"W, 307.55 FEET ON THE EAST LINE OF SAID LOT 2 TO THE NORTHERLY RIGHT OF WAY OF SOUTHBRIDGE ROAD; THENCE S77°38'48"W, 894.20 FEET ON SAID NORTHERLY RIGHT OF WAY; THENCE 910.14 FEET ON THE ARC OF A 1085.92 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N78°20'33.5"W, 883.73 FEET ON SAID NORTHERLY RIGHT OF WAY; THENCE N54°19'56"W, 223.56 FEET ON SAID NORTHERLY RIGHT OF WAY TO THE EASTERLY RIGHT OF WAY OF LAWRENCE DRIVE; THENCE N36°35'34"E, 12.41 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N28°56'11"E, 64.48 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE 18.03 FEET ON THE ARC OF A 1112.92 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N46°46'12.5"E, 18.03 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N17°08'17"E, 27.26 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N36°35'48"E, 314.32 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE 35.38 FEET ON THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N77°08'19.5"E, 32.50 FEET ON SAID EASTERLY RIGHT OF WAY TO THE SOUTHERLY RIGHT OF WAY OF RED MAPLE ROAD; THENCE 77.22 FEET ON THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS N78°07'10"W, 76.24 FEET ON SAID SOUTHERLY RIGHT OF WAY OF RED MAPLE ROAD TO THE NORTHWEST CORNER OF LOT 1, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266; THENCE S00°09'52"W, 141.82 FEET ON THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE S87°00'00"E, 160.20 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER THEREOF; THENCE N00°09'52"E, 170.00 FEET ON THE EAST LINE OF SAID LOT 1 TO SAID SOUTHERLY RIGHT OF WAY OF RED MAPLE ROAD; THENCE S89°50'08"E, 192.00 FEET ON SAID SOUTHERLY RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 64, HONEYSUCKLE ACRES THIRD ADDITION; THENCE S00°09'52"W, 170.00 FEET ON THE WEST LINE OF SAID LOT 64 TO THE SOUTHWEST CORNER THEREOF; THENCE S89°50'08"E, 989.00 FEET ON THE SOUTH LINE OF LOTS 57-64, HONEYSUCKLE ACRES THIRD ADDITION TO THE WESTERLY RIGHT OF WAY OF FOX POINT CIRCLE, THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 869,063 SQUARE FEET (19.951 ACRES) OF LAND MORE OR LESS.

THAT THE WITHIN MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES IN THE SURVEYING, DIVIDING AND MAPPING OF THE SAME.

TROY E. HEWITT PLS #2831
ROBERT E. LEE & ASSOCIATES, INC.

DATE

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20 _____

Department of Administration



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTER BOULEVARD HOBBART, WI 54155
920-662-9641 WWW.RELEINC.COM



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

The Board of Park Commissioners, at the April 23, 2020 meeting, approved Option 2 from Lee Recreation to replace the playground equipment at Patriot Park. The motion passed unanimously with a 6-0 vote.

We would like to get a decision from the Park Board on which playground to select for replacing Patriot Park. We reached out to the neighborhood and unfortunately did not receive any feedback. While the Corona virus pandemic certainly had an impact on people's response, in order to get playground ordered and installed we need to move forward with a selection. Please keep in mind that people had the option of contacting us if they were unable to come in to the office review options.

We had several staff from multiple departments review the options and provide a vote. Of the proposals submitted the following options received the most votes for consideration.

Lee Recreation Pictures Option 1
 Lee Recreation Pictures Option 2
 Lee Recreation Pictures Option 3
 Minnesota-Wisconsin Pictures Option 1
 Northland Recreation Pictures

I would suggest the Park Board focus a discussion to select one of the five options we have listed above.

ATTACHMENTS:

- Reso20-39 (DOCX)
- Consultant Agreement-Lee Recreation, LLC(Modular Playground Equipment Design and Installation - Patriot Park)5-1-20 (PDF)
- Exhibit A-Lee Recreation, LLC (PDF)
- Exhibit B-Lee Recreation, LLC (PDF)

RESOLUTION #20-39

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND LEE RECREATION, LLC
(Modular Playground Equipment Design and Installation – Patriot Park)

WHEREAS, the City is in need of contracting with a firm to provide equipment design specifications and installation services for construction of modular playground equipment at Patriot Park; and

WHEREAS, Lee Recreation, LLC has available and offers to provide qualified personnel and necessary equipment to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Services Between the City of De Pere and Lee Recreation, LLC, as is attached hereto and incorporated herein as Exhibit 1, 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 5th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Commission Approval: 04/23/2020

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND LEE RECREATION, LLC**
(Design, Bidding and Construction Management - Legion Park Restroom Building)

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Lee Recreation, LLC, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a firm to provide design specifications and installation services regarding the construction of a new modular playground equipment at Patriot Park.

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 (Exhibit A) and Consultant's Proposal thereto (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of 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 an aerial view of Legion Park identifying the approximate location and proposed layout of the project, 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:

Lee Recreation, LLC
Attn: Megan Lee Cunningham
260 West Main Street
Cambridge, WI 53523-9145

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

LEE RECREATION, LLC

CITY OF DE PERE, WISCONSIN

By: _____
Vernon D. Lee, Managing Member

By: _____
Jame G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2020\Consultant Agreement-Lee Recreation, LLC (Modular Playground Equipment Design and Installation-Patriot Park))5-1-20.docx

Request for Proposals

Patriot Park Modular Playground Design and Installation



Due: February 25, 2020 at 3:00 pm

Request for Proposals

Patriot Park Modular Playground Design and Installation

Table of Contents:

- I. Introduction
 - A. Project Summary
 - B. City Contact Information
 - C. Directions for Submittal of Proposal
 - D. Pre-Proposal Meeting
- II. Project Description
- III. Scope of Services
 - A. Design Criteria
 - B. Design Completion
 - C. Installation
- IV. Meetings
- V. City Responsibilities
- VI. Scheduling
- VII. Insurance
- VIII. Proposal Submittals
 - A. Firm background and Information
 - B. Playground Options
 - C. Similar Projects
 - D. References
 - E. Timeline
 - F. Fee
- IX. Delivery
- X. Fee
- XI. Additional Information/Attachments
- XII. Appendix

Request for Proposals

Patriot Park Modular Playground Design and Installation

I. Introduction

A. Project Summary

The City of De Pere is seeking proposals from qualified firms to provide modular playground equipment design and installation for Patriot Park. Patriot Park is located at 1101 Colleen Lane in De Pere, WI.

Proposals shall be for the design and installation of the playground as described in the following documents. Price quotes shall be all-inclusive and represent a completed design and installation as represented in the attached specifications. The accepted proposal and firm shall be responsible for all parts, labor, and other associated equipment and/or tasks necessary to complete the installation of the playground.

Your proposal must be submitted to our office by February 25, 2020 at 3:00 pm. Proposals can be submitted either by paper copy or via email to Marty Kosobucki.

B. City Contact Information

Questions related to this RFP should be directed to:

Marty Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
920-339-4065
mkosobucki@mail.de-pere.org

C. Directions for Submittal of Proposal

Firms may submit up to (3) three proposals for consideration. Each proposal shall include the following information.

1. 11"x17" 2D graphic showing the playground layout and dimensions
2. 11"x17" 3D color graphics showing the playground. Minimum of two angles must be depicted on one or more 3D graphics.
3. Manufacturer and installation warranty information.
4. Cost Sheet explaining the all- inclusive cost for design and installation.
5. Work Plan (Timeline of events/tasks required to complete the installation.)
6. Three (3) references of playgrounds constructed within last two years.

Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm, on February 25, 2020 at the following address:

Marty J. Kosobucki
 De Pere Park, Recreation and Forestry Department
 925 S. Sixth Street
 De Pere, WI 54115

Packages containing the proposal shall be clearly marked on the outside by indicating: Patriot Park Playground.

D. Pre-Proposal Meeting

There are no pre-proposal meetings planned for this RFP. Questions related to this RFP should be directed, in writing, to Marty Kosobucki, Director of Parks, Recreation and Forestry.

II. Project Description

The current playground at Patriot Park is over 23 years old and in need of replacement.

In the 2020 budget, the city has allocated \$63,000 for the design and installation of a new modular playground at Patriot Park.

This project is strictly for the design and installation of the playground and does not include the installation of a fall surface, as this project will be bid separately. The City intends to install a poured in place fall surfacing after the playground has successfully been installed. The selected firm shall take this into consideration during their installation and design process.

In addition to installing and bidding the poured in place fall surfacing separately, the City will also handle the installation of a 4'-5' sidewalk around the perimeter of the playground. The selected firm will need to submit final design plans for the City's purpose in lying out and constructing the sidewalk.

Firms should review the specifications in developing a proposal(s) for consideration.

III. Scope of Services

A. Design Criteria - The firm shall submit up to three proposals for consideration using the following design criteria

1. All components shall be considered commercial grade.
2. All proposals shall be fully compliant with the most current Consumer Product Safety Commission guidelines, ASTM standards and IPEMA certification.
3. All proposals shall be compliant with the American with Disabilities Act (ADA) guidelines for accessibility, play components and design.
4. All play structures shall be constructed of steel or aluminum posts, with PVC coated steps, including transfer points and decks. The use of wood in any portion of the playground is not permitted. The use of recycled materials is permitted.

5. All play structure posts shall be a minimum of 4" in diameter.
6. All proposals shall be consistent with the dimensions outlined in proposed layout shown in Appendix A-3. Proposals shall be depicted in an area no greater than 4,200 square feet. The shape of the playground layout may conform to the creativity of the playground equipment but is not permitted to exceed 4,200 square feet.
7. All proposals shall be targeted for ages 5-12 years old.
8. The following components shall be included with the proposal.
 - i. One play system designed for ages 5-12.
 1. A minimum of two slides with one of the slides having a maximum height of 6 feet.
 2. A minimum of one climbing event.
 3. Age appropriate play panels.
 - ii. Two bay swing set with arm extension to include:
 1. Three standard molded rubber swing seats.
 2. One molded rubber tot (bucket) swing seat.
 3. One ADA swing.
9. The following components or concepts should not be included with any proposal.
 - i. Roof or canopies.
 - ii. Enclosed tunnels extending more than 2 feet.
 - iii. Zip line structures.
 - iv. Any play component that includes components attached by wire, cable or chain. (Example: no drumming sticks attached by cables) Cable ladders are acceptable.

B. Design Completion

1. After the City has selected a proposal, the City shall coordinate with the firm any alterations or changes requested by the Board of Park Commissioners.
2. The firm will be required to submit a final and approved design of the playground depicting dimensions and fall zones. The firm shall submit the final design in CAD and PDF files.

C. Installation

1. Site Preparation:
 - i. The City shall excavate the area to the proper depth.
 - ii. Prior to installation the City will also bring in the required amount of stone to prepare the site for poured in place surfacing.
 - iii. Prior to installation the City will coordinate the installation of the sidewalk around the playground site.
 - iv. The selected firm will be responsible for drilling all holes and calling in locates.
 - v. The selected firm shall place all spoils in one location, in which the City shall then remove and dispose of.

- vi. The selected firm will be responsible for covering and protecting the new sidewalk from equipment.
- vii. The City shall create a perimeter around the playground site with safety fence. It will be the contractor's responsibility to ensure the fence is in working order during installation.

2. Installation

- i. The contractor is solely responsible for the proper installation of the playground equipment and to ensure safety zones are met.
- ii. The contractor is solely responsible for installing the playground at the appropriate height as identified by the sidewalk.
- iii. The contractor shall be responsible for laying out the playground within the designated area.
- iv. The contractor shall be responsible for contacting Diggers hotline and excavating all holes for posts.
- v. Bag concrete shall be used for securing posts and play equipment. A water source shall be provided to the contractor by the City.
- vi. Contractor shall clean all debris, dirt, etc... from the play equipment upon completion.
- vii. Contractor shall "touch up" any paint scratches on the equipment during installation.
- viii. Contractor shall conduct a Playground Safety Inspection and submit a written report to the City upon completion. The playground must pass the Playground Safety Inspection before the project will be accepted.

IV. Meetings

The Consultant shall plan for meeting attendance at, but not limited to, the following meetings:

- A. Initial meeting to discuss project and final design.
- B. Pre-construction meeting with City.

V. City Responsibilities

The City will be responsible for the following:

- A. Provide input on final design criteria.
- B. Excavate area to proper depth.
- C. Install stone base prior to playground installation.
- D. Install sidewalk around the perimeter of the playground site.
- E. Remove spoils from work zone as requested.
- F. Remove/recycle product waste from job site on a daily basis.
- G. Provide water source to the contractor.

VI. Scheduling

We anticipate the Board of Park Commissioners to select a proposal at their March 19th

meeting. Upon selecting the proposal, a contractor's agreement will be sent to City Council for approval the first week of April. We anticipate the playground removal, site work, and sidewalk to be conducted May – June, with the installation of the playground being completed in July. This schedule/timeline is subject to change based on weather conditions and contractor availability.

VII. 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.

VIII. Proposal Submittals

Your proposal should include the following information in the order listed. You may submit your proposal via e-mail to mkosobucki@mail.de-pere.org or deliver, either in – person, or by courier or mail to: Patriot Playground, 925 S. Sixth Street, De Pere WI 54115

- A. Firm Background and Information
- B. Playground Options
 1. A maximum of three options are allowed.

2. All playground options shall include the correlating fee.
3. Playground options shall include one 2D schematic showing dimensions, and up to two 3D color pictures showing playground. Both the 2D and 3D submittals should be generated in 11"x17" format.

C. Similar Projects

1. List a minimum of 3 projects of similar scope and service.

D. References

1. List a minimum of 3 references related to similar work.

E. Timeline

1. Show a detailed timeline of your plan to bring this project to successful completion.

F. Fee

1. List a lump sum fee for each proposal.

IX. Delivery

The deliverables for this project include the following:

- A. Approved final design of selected playground.
- B. A successfully completed Playground Safety Inspection report.
- C. Installation of Playground.
- D. Owner's manual.
- E. Repair kit to include touch up paint, spare bolts and nuts.

X. Fee

Provide a lump sum fee for each component of the project. Should there be any items outside the scope of services listed in the RFP your firm feels should be included, we encourage your Firm to include alternate fees for such work. A fee schedule can be found in the Appendix A-1.

XI. Additional Information

A sample Consultant Agreement the City uses is included with the RFP. It can be found in the Appendix A-2.

An aerial photo depicting the approximate location and proposed layout of the Patriot Park playground can be found in Appendix A-3.

For questions, please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@mail.de-pere.org.

Appendix

A-1

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item	Fee
Patriot Park Playground	
Patriot Playground Option #1	\$
Patriot Playground Option #2	\$
Patriot Playground Option #3	\$

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Cost

A-3

The included map of Patriot Park shows the approximately location with a sample layout/dimensions of future playground. The actual dimension of the playground may conform to the creativity of the playground design but should not exceed 4,200 square feet and shall be in the approximately location identified.



A-1

Proposed Fee ScheduleCompany Name: Lee Recreation, LLCCompany Address: 260 W. Main St. --Cambridge, WI 53523

Company Address: _____

Company Representative: Megan Lee CunninghamSignature: Megan Lee Cunningham

Item	Fee
Patriot Park Playground	
Patriot Playground Option #1 #142-127568-1	63,000.00 \$
Patriot Playground Option #2 #142-127569-1	63,000.00 \$
Patriot Playground Option #3 #142-127570-1	63,000.00 \$

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Cost

**PATRIOT PARK PLAYGROUND
Option #2
Design #142-127569-1**

***Modular Playstructure Designed for ages 5-12 years
27 Active Play Components for an estimated 128 users***

DECKS

2-Triangle
3-Square

BRIDGE

Arched Catwalk Bridge, 96" L.

CLIMBERS

Verve V Climber
Apex Wave Climber
Taktiks Bow Climber
Leaf Climber
24" Steps between 2 Decks
Transfer Station
Jungle Vine Climber
Tree Branch Climber
Taktiks Crescent Climber
Converge Climber

BALANCE

5-Step Spot Pods

SLIDES

Viper II Slide @ 72" Deck Ht.
Velo Straight Slide @ 72" Deck Ht.
Luge Double Slide @ 56" Deck Ht.

BALANCE/CLIMBING/SOCIAL

3-Novo Arc Benches
1-Novo Teardrop Counter Climber

PLAY ACTIVITY PANELS

3-In-A-Row Panel
Burke Mart Panel – ground level
Jet Panel – ground level

Independent Play Events:

2-Bay Single Post Swing Unit

3-Belt Swing Seats, 1-Infant Tot Swing Arm, 1-Freedom Accessible Swing Seat

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE®/ACTIVATE®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE®/ACTIVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble™ cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2019

BCIBURKE.COM

Burke
PLAY THAT MOVES YOU.

800.266.1250



LEERE-1

1.9.d

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2020

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 Cooper Insurance Service, Inc Playground Book P.O. Box 638 Lapel, IN 46051 Steve B. Carraway	765-534-3152		CONTACT NAME: Steve B. Carraway PHONE (A/C, No, Ext): 765-534-3152 FAX (A/C, No): 765-534-2067 E-MAIL ADDRESS:
INSURED Lee Recreation, LLC 809 Bluebird Pass Cambridge, WI 53523	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Scottsdale Insurance Co.		41297
	INSURER B : Nautilus Insurance Co		17370
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		RBS0015614	05/06/2019	05/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Prof Liab \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$		AN067113	05/06/2019	05/06/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

FOR INFO

For Information Purposes Only

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



LEERECD-01

ARCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2019

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 Ray Smith Insurance Agency, Inc. 6900 Wedgwood Road North Suite 302 Maple Grove, MN 55311	CONTACT NAME: Joan Archer PHONE (A/C, No, Ext): FAX (A/C, No): (763) 259-0102 E-MAIL ADDRESS: joana@raysmithins.com														
INSURED Lee Recreation, LLC PO Box 93 809 Bluebird Pass Cambridge, WI 53523	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Owners Insurance</td> <td>32700</td> </tr> <tr> <td>INSURER B : Auto-Owners Insurance Co.</td> <td>18988</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Owners Insurance	32700	INSURER B : Auto-Owners Insurance Co.	18988	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Owners Insurance	32700														
INSURER B : Auto-Owners Insurance Co.	18988														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			5256621400	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08418857	11/1/2019	11/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Office Copy

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

REFERENCES FOR LEE RECREATION, LLC

Dr. Jason Lau
Westwood Elementary
1155 Westwood Dr.
De Pere, WI 54115
920-337-1087
jlau@wdpsd.com

Ray Mauer, Parks Director
Oshkosh Parks and Recreation
Little Oshkosh Playground – Menomonie Park
805 Witzel Ave.
Oshkosh, WI 54902
920-236-5080
rmauer@ci.oshkosh.wi.us

Anthony Ebeling, Principal
Bay Harbor Elementary
1590 Harbor Lights Rd
Suamico, WI 54173
920-662-8800
anthebel@hssdschools.org



LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

info@leerecreation.com • 260 W. Main Street • Cambridge, WI 53523

WWW.LEERECREATION.COM • (800) 775-8937

1.9.d



PROPOSAL #142-127569-1

PATRIOT PARK - OPTION #2

Burke.
PLAY THAT MOVES YOU. EX

Packet Pg. 53

Page 7 of 9

Attachment: Exhibit B-Lee Recreation, LLC (9505 : Reso #20-39 Authorizing Consultant Agreement w-Lee Recreation (Patriot Park Playground



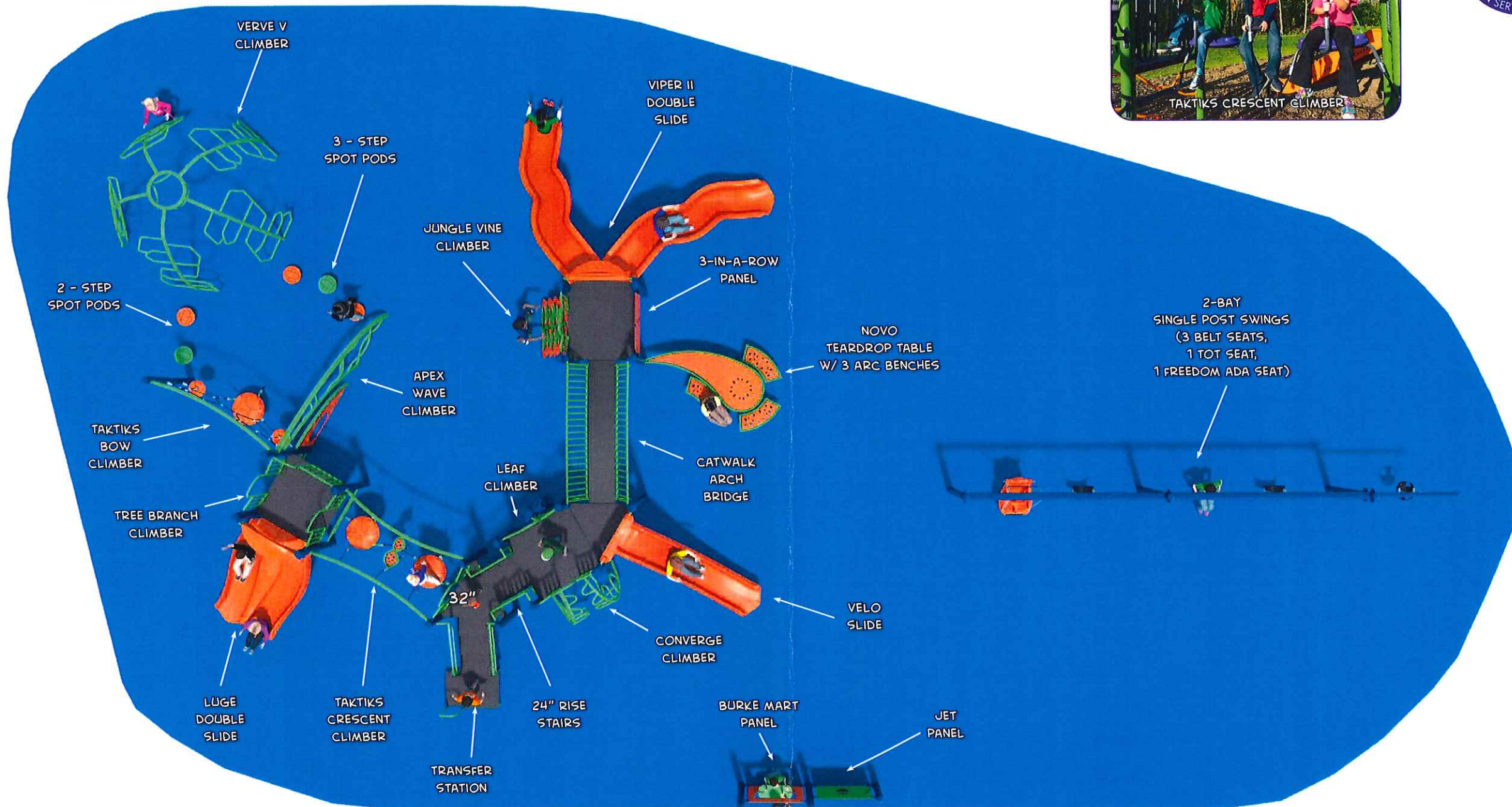
LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

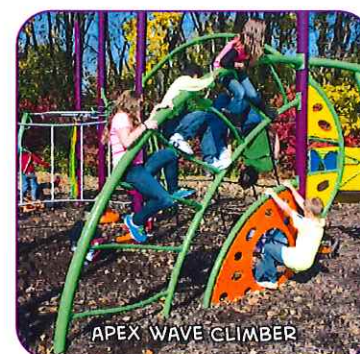
info@leerecreation.com • 260 W. Main Street • Cambridge, WI 53523

WWW.LEERECREATION.COM (800) 775-8937

1.9.d



USE ZONE: 3500 SQ FT
AGE RANGE: 5-12
FALL HEIGHT: 8'
OF ACTIVE
PLAY EVENTS: 25
COLORS: NAVY, ORANGE,
AND LIME



Burke

SERIES: Basics, Intensity, Nucleus

SITE PLAN

DRAWN BY: Stevie Rosenkranz

Patriot Park

Colleen Lane

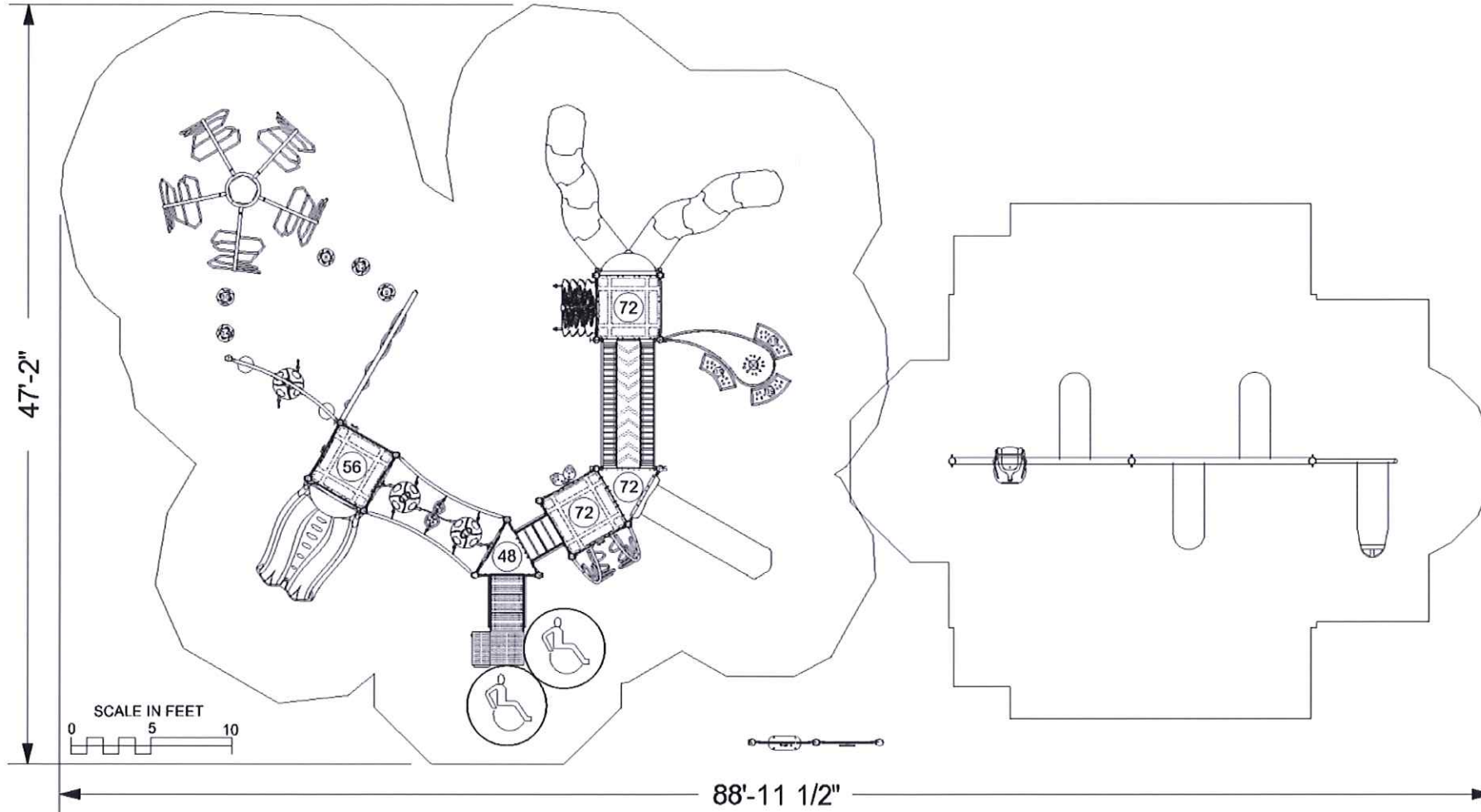
De Pere, WI 54115

Lee Recreation, LLC

142-127569-1

February 21, 2020

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	27	
NUMBER OF ELEVATED PLAY EVENTS:	11	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQ'D: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 7	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQ'D: 6
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 16	REQ'D: 4
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 5	REQ'D: 3

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

2808 SQ.FT.

PERIMETER

329 FT.

STRUCTURE SIZE

47' 2" x 89' 0"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
- ☐ 2-5 YEAR OLDS
- ☒ 5-12 YEAR OLDS
- ☐ 13 + YEAR OLDS



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

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

The Board of Public Works at the March 9, 2020 meeting approved the feasibility study for a joint compost facility with Village of Allouez and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City currently has a compost facility off of Rockland Road (See attached). This facility primarily accepts yard waste and brush from residents of the City as well as the Town of Ledgeview. The Town of Ledgeview shares in the operational costs of this facility.

In the near future, this facility will be relocated to another site as this area develops. It is the intent of the City to collaborate with our neighboring communities in the future when the compost facility is relocated so there are more regional compost facilities. As part of the collaboration effort, staff has been discussing with the Village of Allouez having a joint compost facility at Allouez's existing compost facility located adjacent to LeBrun Street. (See attached). In order to determine if Allouez's existing compost facility can accommodate an expansion to allow for the composting operational needs of the three (3) communities a feasibility study of Allouez's existing compost facility needs to be done. Allouez has requested a proposal from Robert E. Lee & Associates to evaluate the existing site. The costs to perform the site evaluation would be the responsibility of the City and would be shared with the Town of Ledgeview as well. It is estimated the costs of the study would be approximately \$10,000. The funding of this site evaluation would be covered by TID #10. The Village of Allouez's Board approved the study as long as the City reimburses the Village. Staff would work with the City Attorney as far as what type of agreement is needed for reimbursement the City to reimburse the Village of Allouez for the study.

Staff recommends moving forward with the feasibility study of Allouez's compost facility.

ATTACHMENTS:

- Reso20-40 (DOCX)
- Compost Site Feasibility Analysis Letter Agreement Allouez-DP-logo revised 4-22-20 (DOCX)
- Ex A -Compost Site Feasibility (PDF)
- Compost Facility (PDF)
- Allouez Compost Facility Site (PDF)

RESOLUTION #20-40

AUTHORIZING AGREEMENT FOR FEASIBILITY STUDY WITH VILLAGE OF ALLOUEZ
FOR REGIONAL RESIDENTIAL YARD WASTE SITE

WHEREAS, the City of De Pere and the Village of Allouez are both interested in determining whether the Allouez yard waste site located on LeBrun Avenue is feasible for expansion to serve as a regional residential yard waste site to include the City of De Pere and the Town of Ledgeview; and

WHEREAS, the Village of Allouez has obtained a proposal from Robert E. Lee & Associates to perform a feasibility analysis under the terms and conditions outlined in the attached Letter of Agreement attached hereto and incorporated as Exhibit 1, provided the City reimburses Allouez for the cost of study in the amount of \$10,700.00; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Public Works Director is authorized and directed to execute the attached Letter of Agreement to engage Robert E. Lee & Associates to perform a feasibility study in an amount not to exceed \$10,700.00.

BE IT FURTHER RESOLVED THAT:

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

Resolution #20-40

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of May,
2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 3/9/2020

Attachment: Reso20-40 (9363 : Reso #20-40 Authorizing Agreement for Feasibility Study with Allouez for Regional Yard Waste Site.)



LETTER OF AGREEMENT

This Letter of Agreement sets forth the understanding between the City of De Pere ("De Pere") and the Village of Allouez ("Allouez") concerning a feasibility study covering the Allouez yard waste site, as more fully set forth below.

De Pere and Allouez are both interested in determining whether it might be feasible for the Allouez yard waste site, located on LeBrun Avenue, to expand and serve as a regional residential yard waste site for De Pere and the Town of Ledgeview (which communities currently share in the operation of the De Pere compost site.)

Allouez received a proposal dated March 26, 2020 from Robert E. Lee & Associates to perform the feasibility analysis, which proposal is attached and incorporated by reference as Exhibit A. Allouez is interested in contracting with Robert E. Lee & Associates to perform this analysis provided De Pere reimburses Allouez for the costs of the study, namely \$10,700.00.

De Pere agrees to reimburse Allouez for the \$10,700.00 incurred in the tasks set forth in Exhibit A. Should additional work be required that is not included in Exhibit A, Allouez agrees it will not authorize such additional work without the approval of De Pere and its agreement to pay for the same.

The parties signing this Letter of Agreement on behalf of each municipality verify they have the authority to bind each municipality to the terms of this Agreement. However, it is understood by both parties that this Letter Agreement does not constitute or imply any commitment to one another beyond completion of the study.

Dated this _____ day of _____, 2020.

VILLAGE OF ALLOUEZ

Sean Gehin
Public Works Director

Dated this _____ day of _____, 2020.

CITY OF DE PERE

Scott Thoresen
Public Works Director



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services

1250 Centennial Centre Boulevard • Hobart, WI 54155 • 920-662-9641 • www.releeinc.com

March 26, 2020

Mr. Sean Gehin, P.E., Director of Public Works
VILLAGE OF ALLOUEZ
1900 Libal Street
Green Bay, WI 54301

RE: Professional Services Proposal ▲ LeBrun Yard Waste Site Evaluation

Dear Sean:

Thank you for the opportunity for Robert E. Lee & Associates, Inc. (REL) to provide this proposal for the preliminary site evaluation to evaluate the developability for expanding the operations at the current LeBrun Yard Waste Facility. The basis of our scope of work is to perform due-diligence tasks and identify the feasibility of expanding the existing facility, using it for a larger yard waste operation while still maintaining the existing site operations for the public works and parks staff. The following is a list of services REL can provide to aid in the initial planning and design. Upon development of an acceptable concept plan, REL can also aid in the facility final design and permitting with an amendment to this agreement.

TOPOGRAPHIC SURVEY

In 2019, REL conducted a detailed topographic survey of portions of the site, and generated contours from a drone flight conducted at the same time. REL will use that baseline information to complete the preliminary design. As part of the amended scope to finalize the design, supplemental survey work will likely be required.

SOIL BORINGS

Soil borings will be required during the final design of the facility. The exact location and number of borings will be determined upon completion of the concept plan.

WETLAND SERVICES

Based on available WDNR wetland inventory mapping, there are wetlands that exist at the site. REL proposes to complete a wetland delineation that will help identify the upland areas associated with the existing facility. We are not proposing to delineate the entire site, just the areas internal to the developable areas. Limits are bound by the drainageway along the site's west side, and the low lands bordering the site's eastern/northeastern side. The delineation can be expanded to the full site, but the upland area west and north of the known wetlands likely are not usable for this development, so we did not include the work in our scope of work. The following details our wetland delineation process.

March 26, 2020
 Mr. Sean Gehin, P.E., Director of Public Works
 VILLAGE OF ALLOUEZ
 Page 2

NES currently staffs three wetland ecologists with over twenty-five years of combined wetland delineation experience. **James Havel is an Assured Wetland Delineator with the Wisconsin Department of Natural Resources (WDNR). Wetland delineations conducted by Mr. Havel do not require concurrence by the WDNR.** Work performed by an Assured Delineator helps reduce permit review timeframes, resulting in a significant timesaving. In addition to James, NES staff ecologists regularly provide delineations that then need to be concurred with by the WDNR. Required project timing will dictate whether we conduct the wetland work by an assured or non-assured delineator. This decision will be based on providing you the highest level of service, to meet project timelines.

The following sections provide an outline of the proposed scope of work and cost for the wetland delineation.

SCOPE OF WORK

Task 1. Review of Existing Information

Prior to conducting the wetland delineation, existing information regarding the site will be collected and reviewed. Information reviewed will include the U.S. Geological Survey topographic maps, the WDNR Wetland Inventory Maps, aerial photography, and the *Soil Survey of Brown County, Wisconsin*. These sources will assist in defining site topography, soils, and provide baseline information regarding previous wetland mapping.

Task 2. Conduct Wetland Determination / Delineation

NES will conduct a delineation on the parcel according to the routine wetland delineation method defined in the *North Central/Northeast Regional Supplement to the 1987 Corps of Engineers Wetland Delineation Manual*. All wetlands found within the designated project area will be identified and flagged. The delineated wetland boundaries will be flagged with consecutively numbered flagging, and data plots will be established on both the upland and wetland sides of the boundary.

Task 3. Field Survey

Once the boundaries and plots are established, NES would be responsible for surveying them and producing a map to be included within the report. We will use our Trimble GeoHX handheld GPS unit (sub-meter accuracy) to collect the survey data. An REL Registered Land Surveyor (RLS) will review processed data prior to finalizing the map.

Task 4. Preparation of Wetland Delineation Report

At the completion of our field work and after the creation of maps showing the surveyed wetland boundary, NES will prepare a *Wetland Delineation Report* documenting the results of the site investigation. The Wetland Delineation Report will contain both the wetland boundary maps and the NC/NE Supplement Wetland Delineation Data Forms.

March 26, 2020
 Mr. Sean Gehin, P.E., Director of Public Works
 VILLAGE OF ALLOUEZ
 Page 3

Task 5. Agency Concurrence

The Wetland Delineation Report will only be sent to the USACE to ensure they agree with the wetland boundary established by NES. As part of the Assured Wetland Delineator Program, wetlands delineated by Mr. Havel are not subject to WDNR concurrence; however, the reports are sent to Madison. Written concurrence from the USACE and Assured Delineations are valid for five years. In some cases, the USACE prefer to conduct a field visit with us to review the delineation before they concur; however, our most recent experiences indicate this is not necessary. Therefore, a site visit is not included in the cost estimate.

We propose to complete a wetland delineation for a lump sum fee of \$3,800.

PRELIMINARY CIVIL / SITE ENGINEERING

REL will provide the civil engineering services to conduct a feasibility analysis for expanding the existing yard waste facility. The objective of the analysis is to determine the viability of the LeBrun Yard Waste Facility to be expanded into a larger facility.

Listed below is a description of the work to be performed under the Civil / Site Engineering services:

1. Research existing ordinances to ensure the site plan is in compliance, including regulatory setbacks.
2. Identify regulatory flood plain from adopted FEMA mapping.
3. Determination of estimated traffic projection for upgraded facility. This could be done in assistance from traffic counts provided by Village staff.
4. Conducted limited archeological, historical, and threatened and endangered species review. Based on available tabletop review.
5. Meet with the Owner to review the project, as needed.
6. Prepare preliminary plans to include:
 - Existing topography (previously completed by REL).
 - Site plan.
 - May include concept improvements such as bin location, fencing, security cameras, drop-off area, lighting, processing area, etc.
 - Site grading.
 - Conceptual storm water management.
 - Basic site detail drawings
7. Conduct a conceptual review of incorporating a sidewalk design from E River Drive to the existing feeder trail to the East River Trail on Wiese Park. This effort will include utilizing existing data to establish concept cross sections of the improvements.
 - Provide estimate of probable cost for sidewalk improvements.
8. Review meeting with Owner and regulatory agencies to review concept plan.
9. Prepare engineer's cost estimate.

The proposed fee for the site engineering efforts is \$6,900, including an estimated \$1,500 for sidewalk evaluation, we would propose to bill the site engineering work on a time-and-expense basis. The cost provided includes up to three meetings in the Green Bay area.

March 26, 2020
 Mr. Sean Gehin, P.E., Director of Public Works
 VILLAGE OF ALLOUEZ
 Page 4

FEE SUMMARY

Wetland Delineation (Lump Sum)	\$ 3,800
Preliminary Engineering (T&E)	<u>\$ 6,900</u>
Total	\$10,700

Notes:

- 1) *All permit/review fees will be passed along as a direct reimbursement by the Owner.*
- 2) *REL will provide an amended scope of work and fee to finalize the detailed design, coordinate permitting, and providing construction services for the development, once the scope of work is better defined by the concept plan prepared during the feasibility analysis.*

We thank you for the opportunity to provide you this proposal, and we look forward to working with you on this project. We are able to begin work on the project immediately upon receiving approval. Please sign in the appropriate location below, and return a copy to me for our files. Also, enclosed is a copy of our Standard Terms and Conditions, dated June 2006.

If you have any questions, or need any further information, please feel free to call me.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Jared G. Schmidt, P.E., V.P.
 Civil/Municipal Engineering Manager

JGS/NJM

ENC.

ACCEPTED BY VILLAGE OF ALLOUEZ

 SIGNATURE

 DATE

 PRINT NAME

ROBERT E. LEE & ASSOCIATES, INC.

STANDARD TERMS AND CONDITIONS

I. SCOPE

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee time spent working directly on subject project.
3. General and administrative overhead charges distributed on basis of employee time spent working directly on subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.
3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.

4. Living and traveling expenses of employees when away from home office on business connected with the project

5. Subcontracted services.

III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render professional service only, and any payments made by the client are a compensation solely for such services rendered as recommendations made in carrying out the work. Robert E. Lee Associates, Inc. shall follow the practice of the civil engineering surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of the contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for the safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. shall maintain during the life of this Agreement, the following minimum public liability and proper damage insurance to cover claims for injuries, including accident death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.
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 Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

V. SUSPENSION OF WORK

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the 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, Robert E. Lee & Associates, Inc. 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 terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

VII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. 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. The Agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the 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 the Agreement shall be in full force and effect.

X. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of a claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006

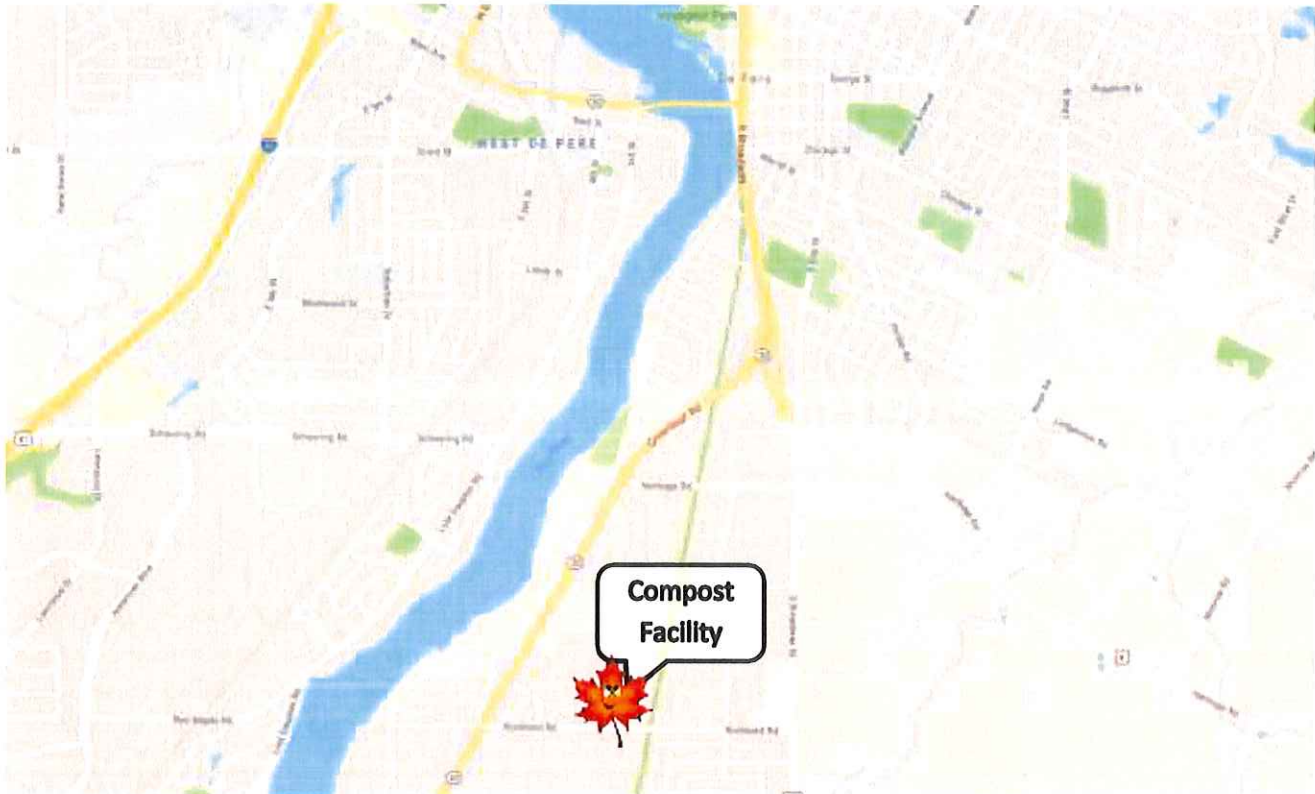


Compost Facility

Residents may bring their loose leaves, grass clippings, garden waste, and brush to the City's Compost Facility. Residents are also able to pick up wood chips, mulch, and logs at no charge when available.

LOCATION

**655 Rockland Rd
De Pere, WI 54115**



The City of De Pere Compost Facility is open to City of De Pere and Town of Ledgeview residents only.
CONTRACTOR USE PROHIBITED

ACCEPTABLE ITEMS	UNACCEPTABLE ITEMS
LEAVES	ROCKS, STONES, CONCRETE
GRASS CLIPPINGS	TRASH
GARDEN DEBRIS	CONTAINERS/BAGS
BRUSH, BRANCHES, TREE & SHRUB TRIMMINGS	CONTRACTOR GENERATED DEBRIS
SOD	LANDSCAPE TIMBERS
ROOT BALLS	LUMBER

TIMES OF OPERATION

The City of De Pere Compost Facility is open to residents 7 days a week from dawn until dusk.

This site is under surveillance. Please report illegal activity at 920-339-4060.

We appreciate your help and cooperation.

<Title>



DE PERE



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

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

03/02/2020
Scale 1:4800



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

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 (PDF)

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 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 Order #28:

Resolution #20-41

Page 2 of 3

- 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 fund raising 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 matching those privately raised, up to \$50,000, for De Pere Business not located in the Main Street District under said Business Relief Grant Fund; 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 furthered and benefit by and through such donation.

Resolution #20-41
Page 3 of 3

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby authorizes and directs that a match of private funds collected by the De Pere Area Chamber of Commerce, Inc., up to \$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 5th 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 (9502 : 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 the De Pere city limits but outside of the Main Street District but that are facing unprecedented economic hardships due to the COVID-19 pandemic.

Why: The program provides an opportunity for the City, 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 has set a fundraising goal of \$50,000 and is requesting the City of De Pere to match that with a \$50,000 contribution. 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.

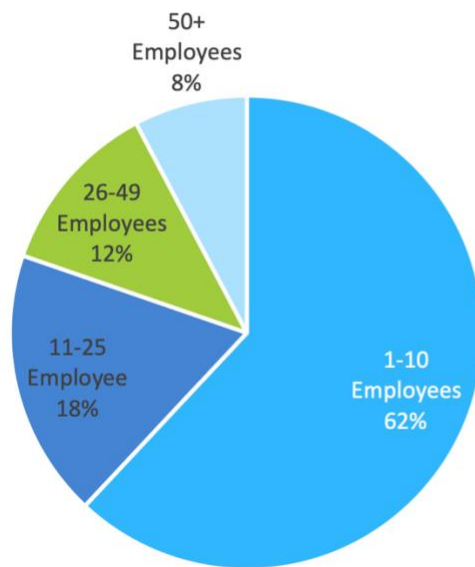
The findings noted below show the profound impact on the businesses as well as the general makeup of the businesses, which will assist us in setting guidelines for eligibility:

- 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.

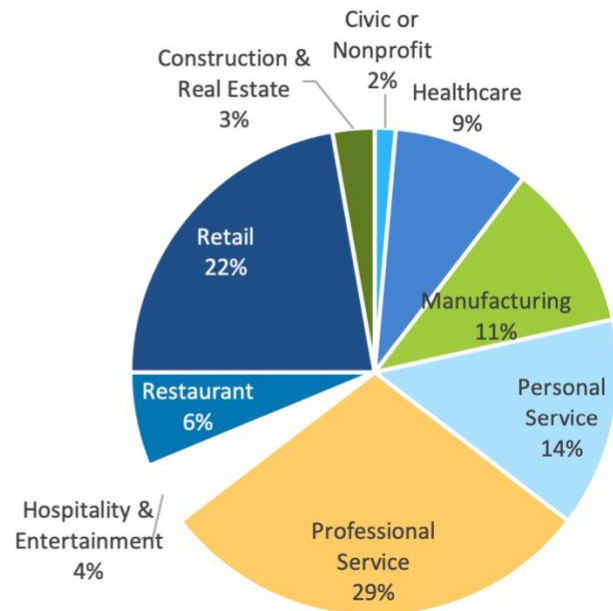


- Our most recent survey (September 2019) showed businesses skewed more to startups and more recently established companies, with 36 percent in business for five years or less. We fear that if these De Pere businesses don't receive additional assistance, we will lose many of them to closure and/or bankruptcy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

Business Size by # of Employees



Respondents by Industry



General Grant Terms and Conditions

Businesses within De Pere city limits but outside of the Main Street District 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 have a physical location within the City of De Pere but outside of the Main Street District.
- 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 14 will be granted and distributed by May 15, 2020. Information on how to apply for assistance through the fund will be publicly available by May 6th, 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 13, 2020.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: 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).

On April 27, 2020, Plan Commission unanimously recommended approval of the release of easement request by a vote of 7-0.

ATTACHMENTS:

- Reso20-42 (DOCX)
- Exhibit 1 - WDPSD Partial Release Storm Sewer (DOCX)
- Ex. A WDPSD Legal 30 ft Part Release (PDF)
- Exhibit B-WDP Partial Release (PDF)
- Report to Plan Commission - Easement Release at 665 Grant ST (DOCX)
- Application Form (PDF)

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)

WHEREAS, a 30' storm sewer-drainage easement was granted to the City in 2001 by a Utility Easement (Document No. 1791382) over a portion of the West De Pere School District property located at 665 Grant Street; and

WHEREAS, the West De Pere School District has requested that a portion of the utility easement be vacated to facilitate planned future construction on such property; and

WHEREAS, it has been determined that a portion of the storm sewer-drainage easement is not needed as it will be replaced by a relocated storm sewer-drainage easement to be recorded immediately prior to the recording of this Release; and

WHEREAS, the Plan Commission has reviewed such release of the storm sewer-drainage easement, determined a portion of said easement is not necessary for City purposes, and recommends approval of releasing the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Partial Release of Storm Sewer-Drainage Easement attached hereto and incorporated 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.

Resolution #20-42

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Commission Approval: 4/27/2020

Attachment: Reso20-42 (9438 : Reso #20-42 Authorizing Partial Release of Storm Sewer-Drainage Easement.)

Document Number**PARTIAL RELEASE OF STORM SEWER- DRAINAGE EASEMENT**

The **City of De Pere**, a Wisconsin municipal corporation, hereby releases its rights, title and interest under the certain storm sewer-drainage easement affecting the following described real property:

See attached Exhibit A for legal description.

A map showing the area to be discontinued is attached hereto and incorporated herein by reference as Exhibit B.

Signed this _____ day of _____, 2020.

This space is reserved for recording data

Return to

Judith Schmidt-Lehman
City of De Pere
335 South Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

Part of Parcels WD-115-6-2, WD-115-7, WD-115-8-1 and WD-864

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

State of Wisconsin)
Brown County) ss.

This instrument was acknowledged before me on this ____ day of _____, 2020 by the above named person(s), James G. Boyd, Mayor and Carey E. Danen, City Clerk.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

(SEAL)

This document was drafted by Judith Schmidt-Lehman.

Attachment: Exhibit 1 - WDPSPD Partial Release Storm Sewer (9438 : Reso #20-42 Authorizing Partial Release of Storm Sewer-Drainage

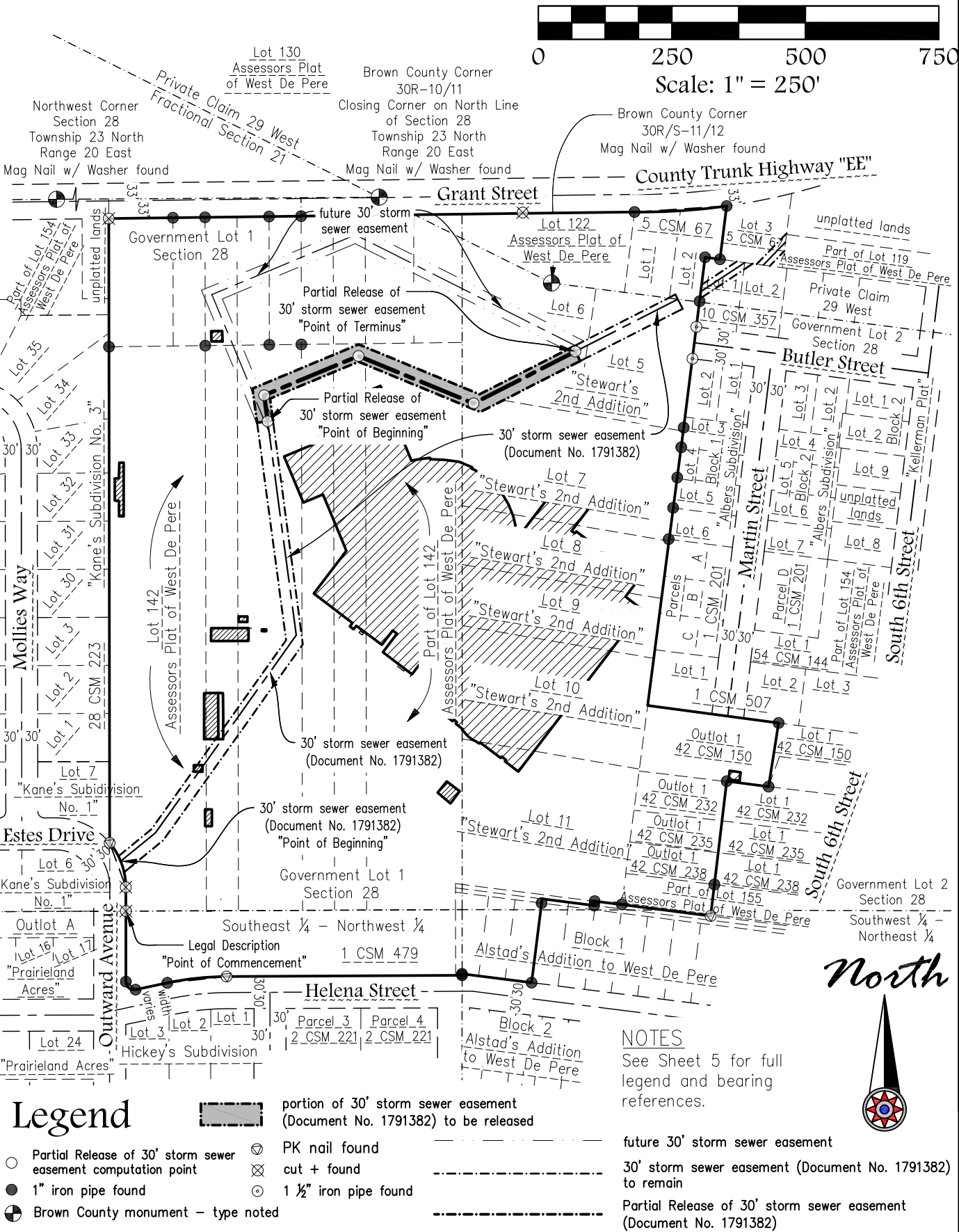
Part of Lots 6 and 7 of the recorded plat "Stewart's 2nd Addition", (Volume 1, Plats, Page 75, Brown County Records), and part of Lot 142 of the recorded plat "Assessor's Subdivision of the City of Nicolet", (Volume 1, Plats, Page 153, Document No. 119188, Brown County Records), all being part of Government Lots 1 and 2 of Section 28, Township 23 North, Range 20 East, and part of Private Claim 29, West Side of Fox River, in the City of De Pere, Brown County, Wisconsin being a 30 foot wide storm sewer easement whose centerline is more fully described as follows:

Commencing at the Southeast Corner of Volume 26, Certified Survey Maps, Page 31, Map No. 4191, Document No. 1268056, Brown County Records; thence N00°07'32"W, 44.68 feet along the East Right-of-Way of "Outward Avenue" also being the East Line of said Map No. 4191 to an East Corner of said Map No. 4191; thence 49.82 feet along said East Right-of-Way being the arc of a 130.00 foot radius curve to the left whose long chord bears N11°06'17"W, 49.52 feet to an existing 30 foot wide storm sewer easement as described in Document No. 1791382, Brown County Records; thence N50°45'20"E, 84.00 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N35°28'05"E, 454.18 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N07°36'30"W, 403.88 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382 to the POINT OF BEGINNING for the Partial Release of said 30 foot wide storm sewer easement as described in Document No. 1791382 being described; thence continuing N07°36'30"W, 49.10 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N67°23'30"E, 191.39 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence S67°36'30"E, 232.91 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N62°59'45"E, 213.91 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382 the POINT OF TERMINUS.

Easement contains 20,973 sq. ft. / 0.48 acres more or less.

Partial Release of Easement Exhibit

Part of Lots 6 and 7 of the recorded plat "Stewart's 2nd Addition", (Volume 1, Plats, Page 75, Brown County Records), and part of Lot 142 of the recorded plat "Assessor's Subdivision of the City of Nicolet", (Volume 1, Plats, Page 153, Document No. 119188, Brown County Records), all being part of Government Lots 1 and 2 of Section 28, Township 23 North, Range 20 East, and part of Private Claim 29, West Side of Fox River, in the City of De Pere, Brown County, Wisconsin more fully described on Sheet 5.

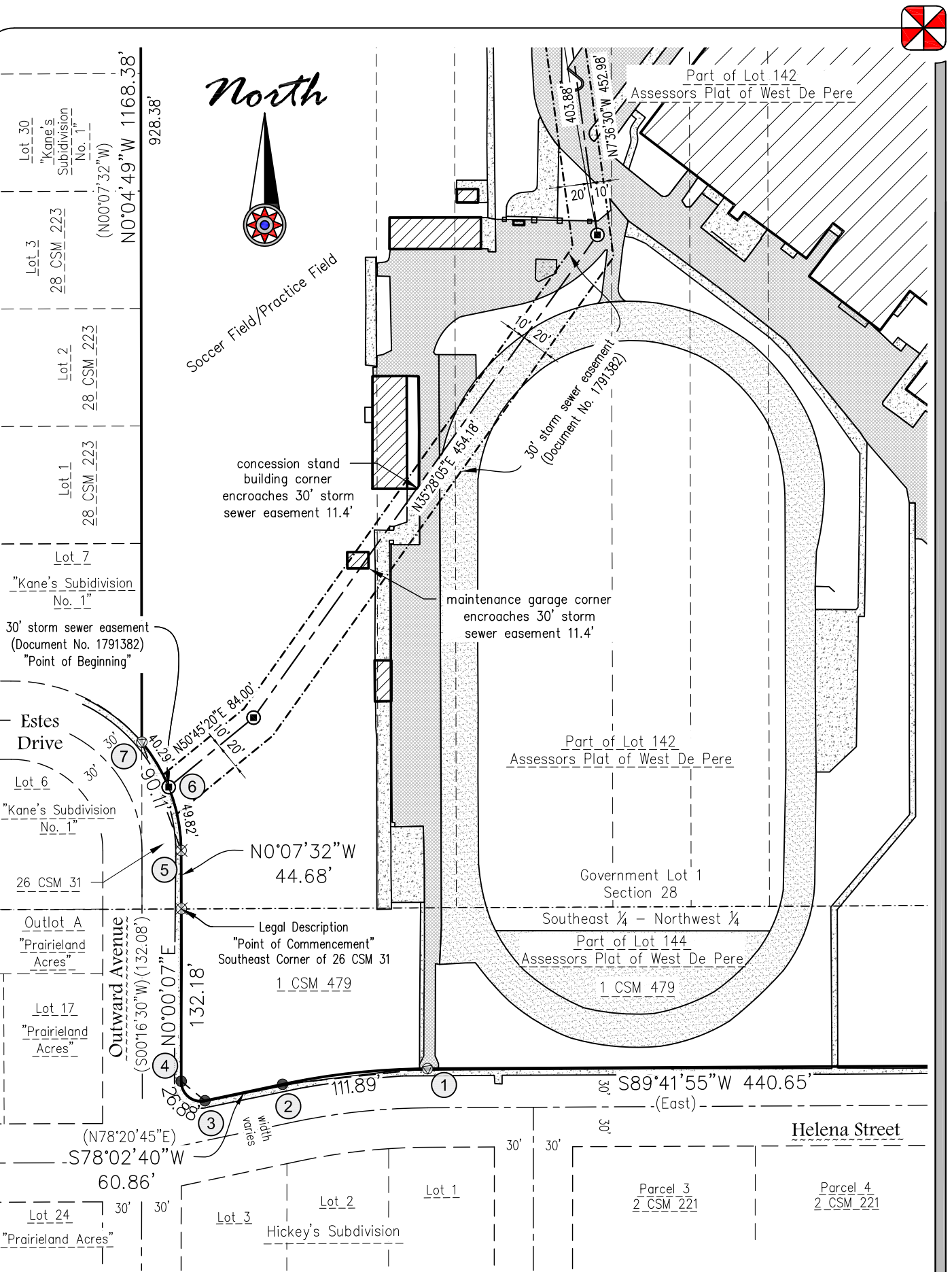


Client: West De Pere School District
Tax Parcel: WD-115-6-2, WD-115-7, WD-115-8-1, & WD-864
Drafted By: ZRH
File: W-15218Exhibit (Release) 040320.dwg
Data File: W-15218.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

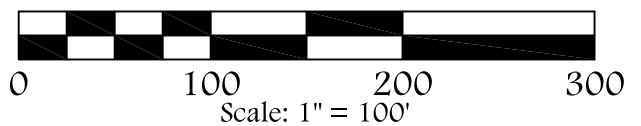
Sheet One of Five
Project No.: W-15218
Drawing No.: L-11025
Fieldwork Completed: 12/12/19

Attachment: Exhibit B-WDP Partial Release (9438 : Reso #20-42 Authorizing Partial Release of Storm Sewer-Drainage Easement.)



Legend

- existing 30' storm sewer easement computation point
- 30' storm sewer easement (Document No. 1791382) to remain



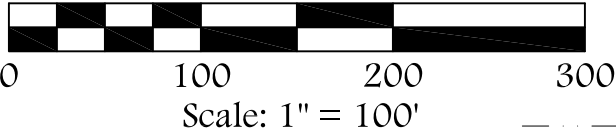
NOTES
See Sheet 5 for full legend and bearing references.

Client: West De Pere School District
Tax Parcel: WD-115-6-2, WD-115-7, WD-115-8-1, & WD-864
Drafted By: ZRH
File: W-15218Exhibit (Release) 040320.dwg
Data File: W-15218.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet Two of Five
Project No.: W-15218
Drawing No.: L-11025
Fieldwork Completed: 12/12/19

Attachment: Exhibit B-WDP Partial Release (9438 : Reso #20-42 Authorizing Partial Release of Storm Sewer-Drainage Easement.)



Legend

- Partial Release of 30' storm sewer easement computation point
- existing 30' storm sewer easement computation point
- future 30' storm sewer easement
- - - 30' storm sewer easement (Document No. 1791382) to remain
- · - · - Partial Release of 30' storm sewer easement (Document No. 1791382)

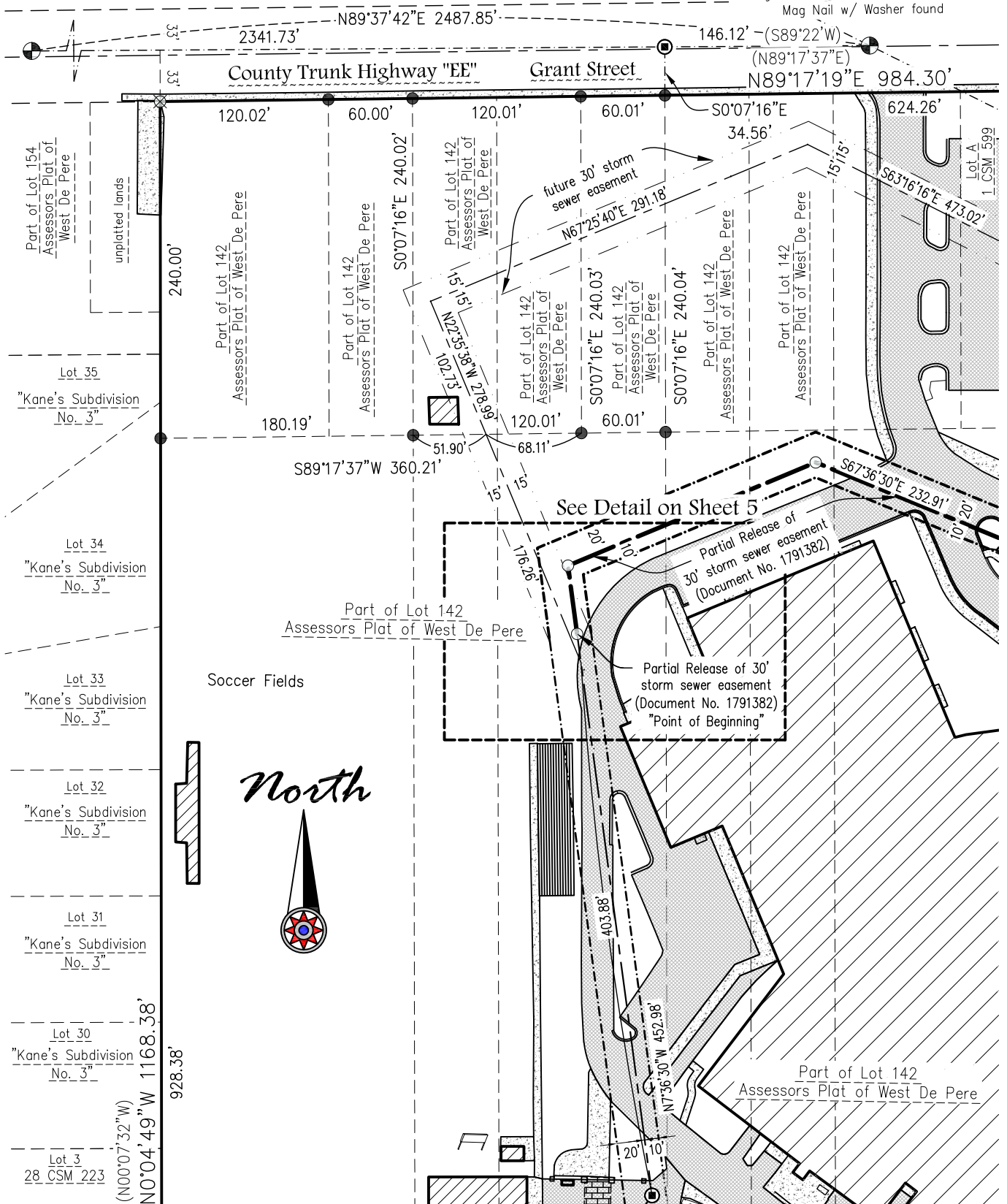
NOTES

See Sheet 5 for full legend and bearing references.

Northwest Corner
Section 28
Township 23 North
Range 20 East
Mag Nail w/ Washer found

Part of Lot 130
Assessors Plat of West De Pere

Brown County Corner 30R-10/11
Closing Corner on North Line of Section 28
Mag Nail w/ Washer found



North

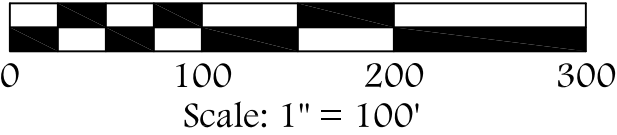


Client: West De Pere School District
Tax Parcel: WD-115-6-2, WD-115-7,
WD-115-8-1, & WD-864
Drafted By: ZRH
File: W-15218Exhibit (Release) 040320.dwg
Data File: W-15218.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet Three of Five
Project No.: W-15218
Drawing No.: L-11025
Fieldwork Completed: 12/12/19

Attachment: Exhibit B-WDP Partial Release (9438 : Reso #20-42 Authorizing Partial Release of Storm Sewer-Drainage Easement.)



NOTES

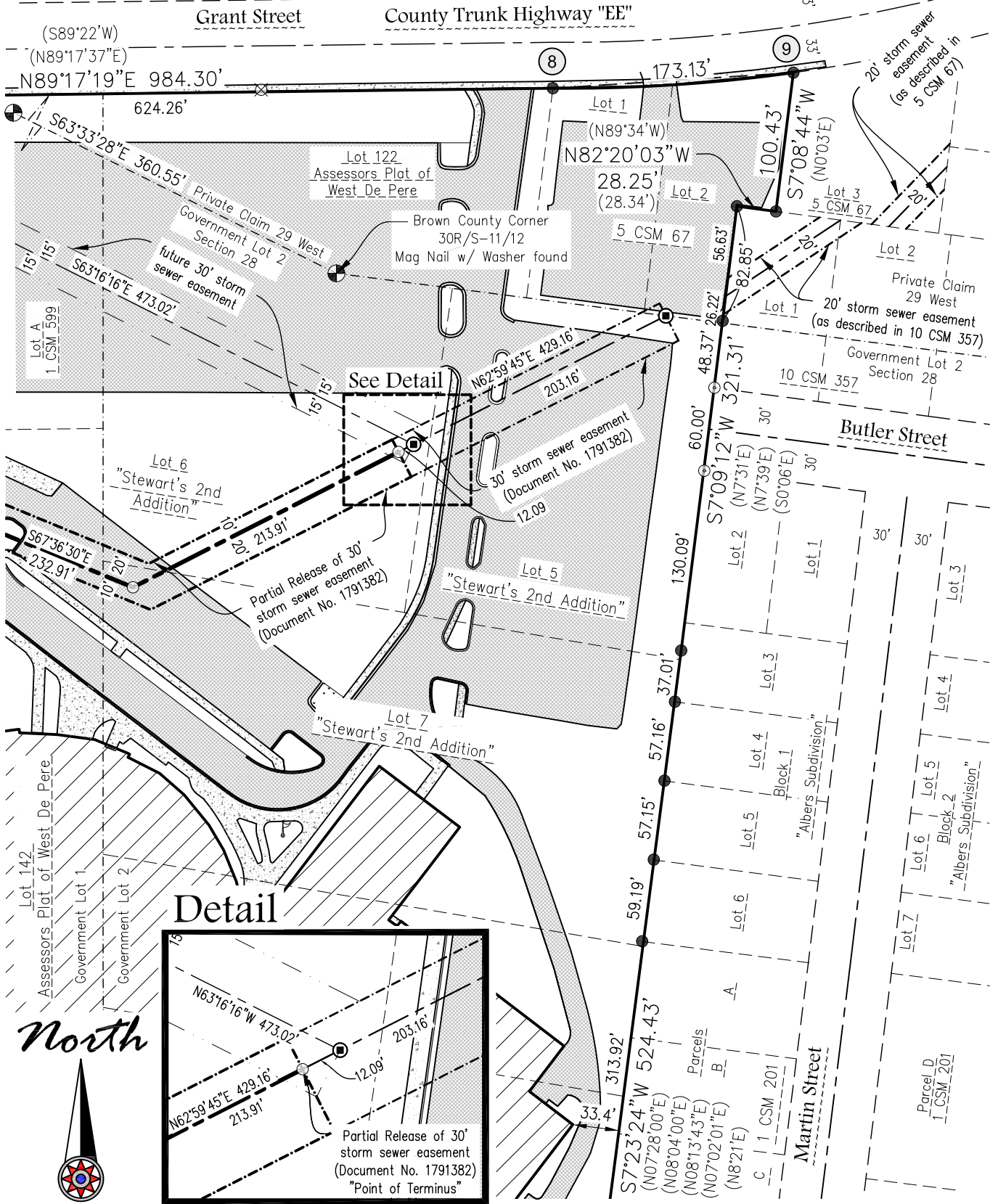
See Sheet 5 for full legend and bearing references.

Legend

- Partial Release of 30' storm sewer easement computation point
- existing 30' storm sewer easement computation point
- future 30' storm sewer easement
- 30' storm sewer easement (Document No. 1791382) to remain
- Partial Release of 30' storm sewer easement (Document No. 1791382)

Brown County Corner 30R-10/11
Closing Corner on North Line of Section 28
Mag Nail w/ Washer found

Lot 130
Assessors Plat
of West De Pere



Client: West De Pere School District
Tax Parcel: WD-115-6-2, WD-115-7,
 WD-115-8-1, & WD-864
Drafted By: ZRH
File: W-15218Exhibit (Release) 040320.dwg
Data File: W-15218.txt

Mau & Associates, LLP
 LAND SURVEYING & PLANNING
 CIVIL & WATER RESOURCE ENGINEERING
 Phone: 920-434-9670 Website: www.mau-associates.com
 400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet Four of Five
Project No.: W-15218
Drawing No.: L-11025
Fieldwork Completed: 12/12/19

Attachment: Exhibit B-WDP Partial Release (9438 : Reso #20-42 Authorizing Partial Release of Storm Sewer-Drainage Easement.)

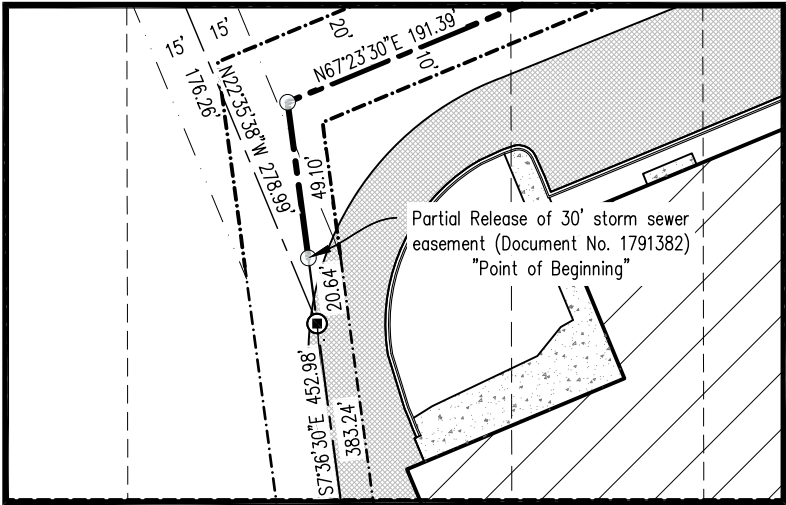


Part of Lots 6 and 7 of the recorded plat "Stewart's 2nd Addition", (Volume 1, Plats, Page 75, Brown County Records), and part of Lot 142 of the recorded plat "Assessor's Subdivision of the City of Nicolet", (Volume 1, Plats, Page 153, Document No. 119188, Brown County Records), all being part of Government Lots 1 and 2 of Section 28, Township 23 North, Range 20 East, and part of Private Claim 29, West Side of Fox River, in the City of De Pere, Brown County, Wisconsin being a 30 foot wide storm sewer easement whose centerline is more fully described as follows:

Commencing at the Southeast Corner of Volume 26, Certified Survey Maps, Page 31, Map No. 4191, Document No. 1268056, Brown County Records; thence N00°07'32"W, 44.68 feet along the East Right-of-Way of "Outward Avenue" also being the East Line of said Map No. 4191 to an East Corner of said Map No. 4191; thence 49.82 feet along said East Right-of-Way being the arc of a 130.00 foot radius curve to the left whose long chord bears N11°06'17"W, 49.52 feet to an existing 30 foot wide storm sewer easement as described in Document No. 1791382, Brown County Records; thence N50°45'20"E, 84.00 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N35°28'05"E, 454.18 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N07°36'30"W, 403.88 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382 to the POINT OF BEGINNING for the Partial Release of said 30 foot wide storm sewer easement as described in Document No. 1791382 being described; thence continuing N07°36'30"W, 49.10 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N67°23'30"E, 191.39 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence S67°36'30"E, 232.91 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N62°59'45"E, 213.91 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382 the POINT OF TERMINUS.

Easement contains 20,973 sq. ft. / 0.48 acres more or less.

Detail



NOTES

Bearings referenced to the North Line of Government Lot 1 of Section 28, Township 23 North, Range 20, East, assumed to be N89°37'42"E.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

Legend

- Partial Release of 30' storm sewer easement computation point
 - ⊙ existing 30' storm sewer easement computation point
 - 1" iron pipe found
 - ⦿ 2" iron pipe found
 - ⊙ 1 1/2" iron pipe found
 - ⦿ PK nail found
 - ⊗ cut + found
 - ⊕ Brown County monument – type noted
 - () recorded as bearing / distance
- scoreboard
 - blacktop
 - concrete
 - existing building
 - pavers
 - "track and field" asphalt
 - future 30' storm sewer easement
 - 30' storm sewer easement (Document No. 1791382) to remain
 - Partial Release of 30' storm sewer easement (Document No. 1791382)

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	111.89'	549.95'	111.69'	S83°52'17"W	11°39'25"	—
3-4	26.88'	15.00'	23.43'	N50°36'54"W	102°41'05"	N00°43'38.5"E
5-7	90.11'	130.00'	88.32'	N19°58'59"W	39°42'54"	N39°50'26"W & S00°07'32"W
5-6	49.82'	130.00'	49.52'	N11°06'17"W	21°57'34"	S00°07'32"W
6-7	40.29'	130.00'	40.13'	N30°57'46"W	17°45'24"	N39°50'26"W
8-9	173.13'	1179.28'	172.97'	N86°16'46"E	08°24'41"	N89°30'53.5"E&N82°04'25.5"E

Client: West De Pere School District
Tax Parcel: WD-115-6-2, WD-115-7,
WD-115-8-1, & WD-864
Drafted By: ZRH
File: W-15218Exhibit (Release) 040320.dwg
Data File: W-15218.txt

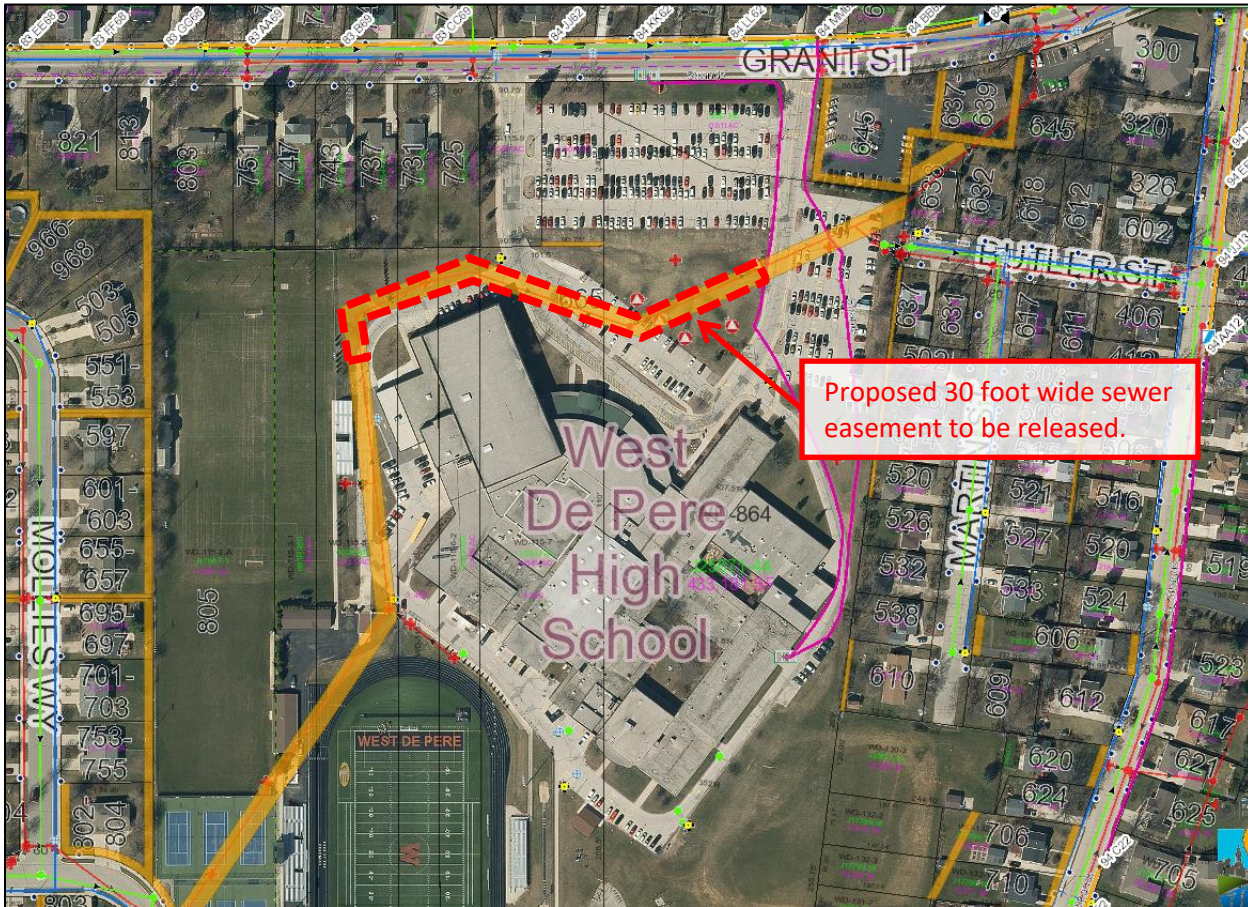
Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet Five of Five
Project No.: W-15218
Drawing No.: L-11025
Fieldwork Completed: 12/12/19

Attachment: Exhibit B-WDP Partial Release (9438 : Reso #20-42 Authorizing Partial Release of Storm Sewer-Drainage Easement.)

ITEM X: Staff recommendation and possible action regarding the release of a section of a 30 foot wide storm sewer-easement at 665 Grant ST (Parcels WD-115-6-2, WD-115-7, WD-115-8-1, WD-864).*

SITE MAP



REQUESTED ACTION:	Release of Easement Request.* <i>The release of easement request at West De Pere High School is proposed to be replaced with a new easement on the property.</i>
COMMON DESCRIPTION:	665 Grant Street (West De Pere High School), located south from VFW Park, between Sixth Street and Suburban Drive.
PARCEL NUMBERS:	WD-115-6-2, WD-115-7, WD-115-8-1, WD-864
EXISTING ZONING:	R-2 (Single and Two-Family Residence District). Junior and senior high schools are permitted uses in the R-2 District.
SURROUNDING LAND USES:	VFW Park and single-family residential to the north (R-2). Single and two-family residential to the south (R-2). Single-family residential to the east (R-2). Two-family residential to the west (R-2).
COMPREHENSIVE PLAN:	Institutional/Governmental Facilities & Parks and Recreation

**City of De Pere
Staff Comments**

**Plan Commission
April 27, 2020**

APPLICANT/OWNER: Steven M. Bieda, PLS
Authorized Representative
Mau & Associates LLP
400 Security BL
Green Bay, WI 54115

School District of West De Pere
Property Owner
400 Reid ST, Suite W
De Pere, WI 54115

SITE HISTORY: The subject site has been used as a school property since the 1950s and was used for agricultural purposes before that time. The most recent significant school building addition and remodel occurred in 2001, which included the addition of a fieldhouse, auditorium, and classrooms. Another fieldhouse building addition and parking lot modifications are planned for 2020 that requires the relocation of part of a 30-foot wide storm sewer easement.

In 2018 De Pere voters approved a referendum in support of multiple West De Pere School District Projects, including a high school addition of a fieldhouse, classrooms, parking lot, athletic facilities, and stormwater management.

In November 2019 the De Pere Board of Appeals reviewed and approved variance requests related to a proposed fieldhouse. In January 2020 the Plan Commission reviewed a site plan related to a proposed fieldhouse and parking lot, which included the removal of an existing storm sewer easement and the creation of a new storm sewer easement. This April 27, 2020 report addresses the release of a storm sewer easement. The Plan Commission will also review the creation of a new storm sewer easement (to replace the released easement) on April 27, 2020.

STAFF REVIEW: When reviewing a release of easement request, staff considers the future need for utilities in the area as well as the location of alternative easements, the recommendation of the Comprehensive Plan, and proposed future development.

The easement is for a City storm sewer that runs through the West De Pere High School property. Part of the easement needs to be rerouted to allow a fieldhouse building addition on the property. City Development Services and Engineering staff support the request as the released and proposed rerouted easement will be sufficient for City needs. The storm sewer easement does not establish utility easements for WPS, AT&T, and Spectrum, etc.

REVIEW PROCESS: For the release of easement requests, the Plan Commission provides a recommendation to the Common Council. The Common Council reviews the release, and if approved, formal Release of Easement documents are prepared by the City Attorney for signing by utilities and recording at the Register of Deeds office. The anticipated review date by Common Council is May 5, 2020.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the release of easement request subject to the following:

1. Subject to the release acceptance by any utilities that have the authority to utilize the easement.
2. The release of the easement is recorded after a new replacement easement is recorded.

	CITY OF DE PERE APPLICATION FOR EASEMENT RELEASE	Fee: \$ 368.00
		Receipt #:
		Date:

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mau & Associates, LLP	Authorized Representative Steven M. Bieda	Title Mau & Associates, LLP	
Mailing Address 400 Security Blvd., Suite 1	City Green Bay	State WI	ZIP Code 54313
Email Address sbieda@mau-associates.com	Phone Number (incl. area code) 920-434-9670	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) West De Pere School District	Contact Person Dennis Krueger	Title Superintendent	
Mailing Address 400 Reid Street, Suite W	City De Pere	State WI	ZIP Code 54115
Email Address DKrueger@wdpsd.com	Phone Number (incl. area code) 920-337-1393 ext. 8028	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description West De Pere High School Additions / 30' Storm Sewer Easement Rerouting	Parcel No. WD-115-6-2, -115-7, -115-8-1, -864
--	--

SECTION 4: Easement Information

Existing Zoning:	R-2
Present Use of Parcel:	West De Pere High School Campus
Proposed Use of Lots:	West De Pere High School Campus with Additions

Please submit the following:

- 1-Scaled map identifying easement to be released
- 2-Legal description for easement
- 3-Summary/description of reason why easement release is needed
- 4-Information from other utilities indicating they agree with release

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Steven M. Bieda	Title Managing Partner	Phone Number 920-434-9670
Signature of Applicant 		Date Signed 4/8/20

TO BE COMPLETED BY CITY STAFF

Easement Release authorized by the De Pere Municipal Code, Chapter 46.

Attachment: Application Form (9438 : Reso #20-42 Authorizing Partial Release of Storm Sewer-Drainage Easement.)

Required Information that applicant should include with application form:

- Scaled map identifying the boundaries of the easement to be released.
 - Legal description that defines the easement.
 - Summary/description of why easement release is needed.
 - Information from other utilities indicating they agree with release.
-

Steps for approval:

- 1.) Applicant submits application and above required information with review fee of \$368.
- 2.) City staff will review application. If staff believes easement is no longer needed, topic will be placed on next practicable Board of Public Works (BOPW) agenda.
- 3.) BOPW will either recommend or reject proposal.
- 4.) If rejected, applicant may terminate process – no refund.
- 5.) If approved and applicant wishes rejected project to continue, project will be prepared for next practicable Common Council meeting.
- 6.) Common Council either approves or denies proposal.
- 7.) If approved, City Attorney prepares legal documents for signature by utilities.
- 8.) If denied, project ends – no refund.
- 9.) City Attorney records documents with Register of Deeds, ending process.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: 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).

On April 27, 2020, Plan Commission unanimously recommended approval of the new easement request by a vote of 7-0.

ATTACHMENTS:

- Reso20-43 (DOCX)
- WDPDS Grant of 30 ft. Storm Easement (PDF)
- Report to Plan Commission - New Easement at 665 Grant ST (DOCX)
- Application Form (PDF)

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)

WHEREAS, in order to facilitate planned construction of an addition to the West De Pere High School, the West De Pere School District ("the District") has requested relocation of a portion of a 30-foot storm sewer-drainage easement currently held by the City to address site plan conditions and redirect the easement to owned by the District for storm sewer-drainage facilities construction and maintenance; and

WHEREAS, this matter has been reviewed by the Plan Commission which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council consents to the Storm Sewer 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 5th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Commission Approval: 4/27/2020

Attachment: Reso20-43 (9440 : Reso #20-43 Authorizing Grant of Storm Sewer Easement)

Storm Sewer Easement

Document Number

Document Title

West De Pere School District (Grantor), hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation (Grantee), and its successors and assigns, a perpetual right-of-way over, under, across and through an easement in all lands described below for the purposes of construction, installation, maintenance, reconstruction and/or replacement of a storm sewer and related facilities.

Part of Lot 6 of the recorded plat “Stewart's 2nd Addition”, (Volume 1, Plats, Page 75, Brown County Records), and part of Lot 142 of the recorded plat “Assessor's Subdivision of the City of Nicolet”, (Volume 1, Plats, Page 153, Document No. 119188, Brown County Records), all being part of Government Lots 1 and 2 of Section 28, Township 23 North, Range 20 East, and part of Private Claim 29, West Side of Fox River, in the City of De Pere, Brown County, Wisconsin being a 30 foot wide storm sewer easement whose centerline is more fully described as follows:

Commencing at the Southeast Corner of Volume 26, Certified Survey Maps, Page 31, Map No. 4191, Document No. 1268056, Brown County Records; thence N00°07'32"W, 44.68 feet along the East Right-of-Way of "Outward Avenue" also being the East Line of said Map No. 4191 to an East Corner of said Map No. 4191; thence 49.82 feet along said East Right-of-Way being the arc of a 130.00 foot radius curve to the left whose long chord bears N11°06'17"W, 49.52 feet to an existing 30 foot wide storm sewer easement as described in Document No. 1791382, Brown County Records; thence N50°45'20"E, 84.00 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N35°28'05"E, 454.18 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N07°36'30"W, 383.24 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382 to the POINT OF BEGINNING for the aforementioned 30 foot wide storm sewer easement being described; thence N22°35'38"W, 278.99 feet; thence N67°25'40"E, 291.18 feet; thence S63°16'16"E, 473.02 feet to a point on the reference line of said existing 30 foot wide storm sewer easement as described in Document No. 1791382, and the POINT OF TERMINUS.

Easement contains 31,296 sq. ft. / 0.72 acres more or less.

This perpetual deed of easement, which shall run with the land, is granted upon the following conditions:

1. It is expressly understood and agreed that Grantors and their successors shall have and retain all rights to the use and occupation of said real estate, including the right to build thereon as they see fit, providing that such use and occupation, and any building erected thereon, will not, after the date of this easement, be built over and/or under the easement parcel, nor will any other structure in any manner disturb, damage, destroy, injure, or obstruct such storm sewer easement or any part thereof.
2. For the purpose of the maintenance and repair of such storm sewer, Grantee shall have the right to enter, pass over and use said premises and the land adjacent thereto for the transportation, laying down, and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work, but shall do so with the least inconvenience practicable to the Grantors. Grantee agrees to restore after completion of construction, maintenance or replacement the property to its previous condition, or as close thereto as possible.

The grant of easement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and licensees of all parties hereto.

Dated this _____ day of _____, 2020

West De Pere School District - Authorized Signature
Dennis Krueger - Superintendent

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this ____ day of _____,
2020 by the above named Dennis Krueger.

To me known as the person who executed the foregoing
instrument and acknowledge same.

*Notary Signature

*Notary Printed Name

Notary Public, Brown County, Wisconsin
My Commission Expires: _____

Drafted by:
Zachary Holshuer
Mau & Associates, LLP

Names of persons signing in any capacity must be typed or
printed below their signature.

Recording Area

Name and Return Address:

Mau & Associates, LLP
400 Security Blvd., Suite 1
Green Bay, WI 54313

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, WD-864

Parcel Identification Numbers

Attachment: WDPDS Grant of 30 ft. Storm Easement (9440 : Reso #20-43 Authorizing Grant of Storm Sewer Easement)

0 250 500 750

Scale: 1" = 250'



--- 30' storm sewer easement

--- 30' storm sewer easement (Document No. 1791382)

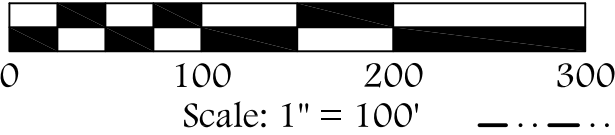
--- 30' storm sewer easement (Document No. 1791382)

--- to be released in future vacation

Sheet One of Five
Project No.: W-15218
Drawing No.: L-11018
Fieldwork Completed: 12/12/19



Sheet Two of Five
Project No.: W-15218
Drawing No.: L-11018
Fieldwork Completed: 12/12/19

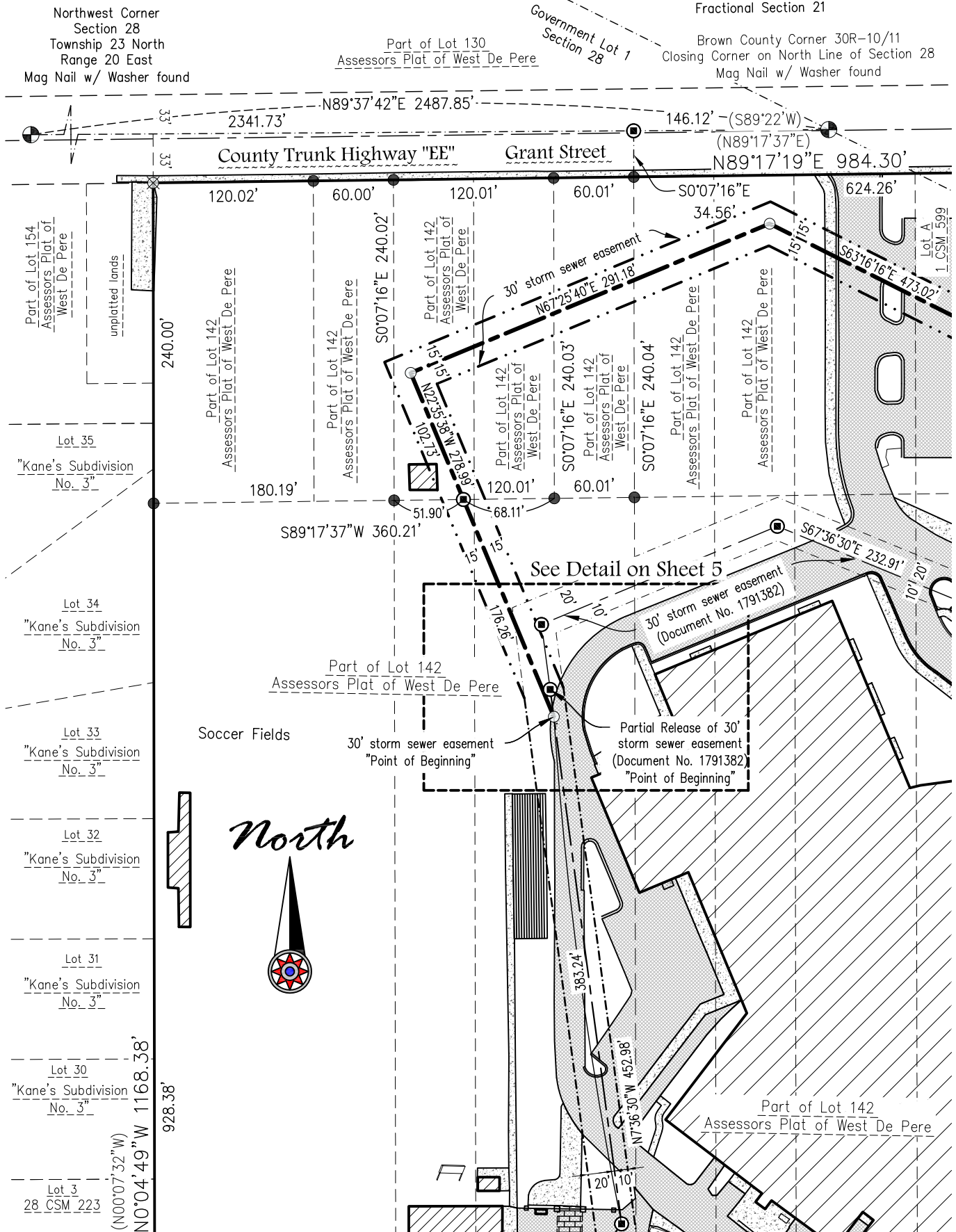


Legend

- proposed 30' storm sewer easement computation point
- existing 30' storm sewer easement computation point
- 30' storm sewer easement
- - - - - 30' storm sewer easement (Document No. 1791382)
- . - . - 30' storm sewer easement (Document No. 1791382) to be released in future vacation

NOTES

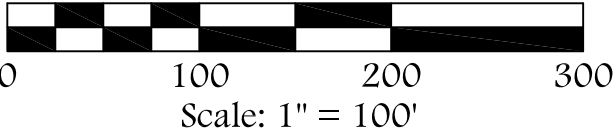
See Sheet 5 for full legend and bearing references.



Client: West De Pere School District
 Tax Parcel: (TBD)
 Drafted By: ZRH
 File: W-15218Exhibit 032720.dwg
 Data File: W-15218.txt

Mau & Associates, LLP
 LAND SURVEYING & PLANNING
 CIVIL & WATER RESOURCE ENGINEERING
 Phone: 920-434-9670 Website: www.mau-associates.com
 400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet Three of Five
 Project No.: W-15218
 Drawing No.: L-11018
 Fieldwork Completed: 12/12/19



NOTES

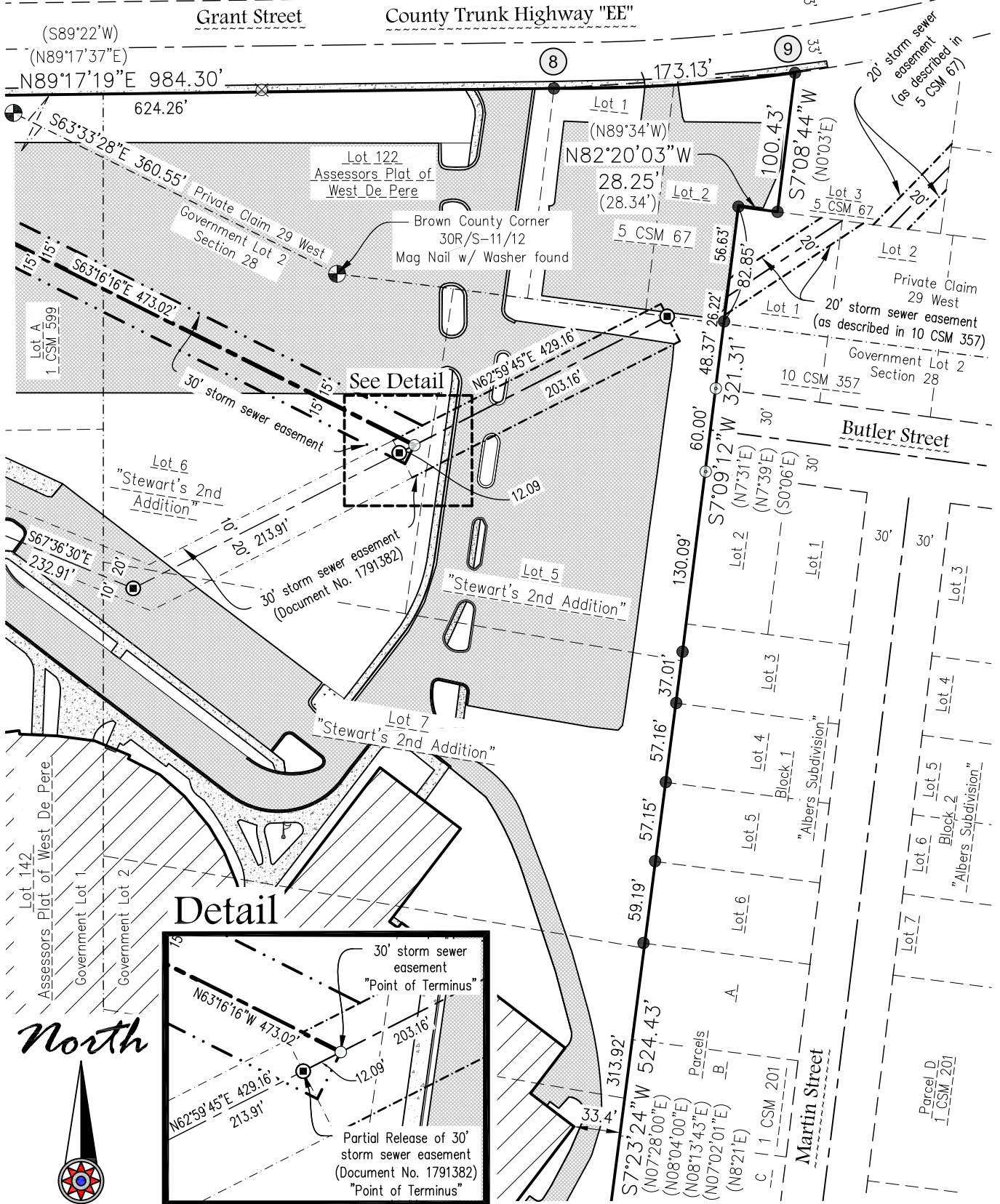
See Sheet 5 for full legend and bearing references.

Legend

- proposed 30' storm sewer easement computation point
- existing 30' storm sewer easement computation point
- 30' storm sewer easement
- - - 30' storm sewer easement (Document No. 1791382)
- . - 30' storm sewer easement (Document No. 1791382) to be released in future vacation

Brown County Corner 30R-10/11
Closing Corner on North Line of Section 28
Mag Nail w/ Washer found

Lot 130
Assessors Plot
of West De Pere



Client: West De Pere School District
Tax Parcel: (TBD)
Drafted By: ZRH
File: W-15218Exhibit 032720.dwg
Data File: W-15218.txt

Mau & Associates, LLP
 LAND SURVEYING & PLANNING
 CIVIL & WATER RESOURCE ENGINEERING
 Phone: 920-434-9670 Website: www.mau-associates.com
 400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet Four of Five
Project No.: W-15218
Drawing No.: L-11018
Fieldwork Completed: 12/12/19

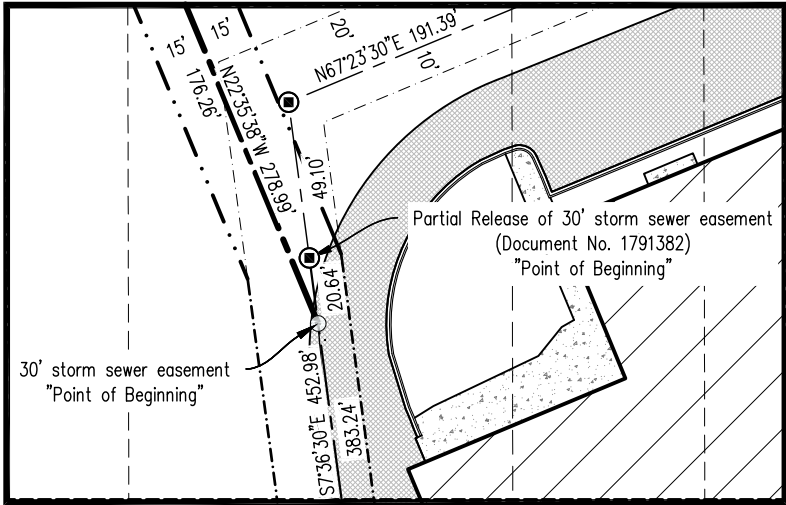


Part of Lot 6 of the recorded plat "Stewart's 2nd Addition", (Volume 1, Plats, Page 75, Brown County Records), and part of Lot 142 of the recorded plat "Assessor's Subdivision of the City of Nicolet", (Volume 1, Plats, Page 153, Document No. 119188, Brown County Records), all being part of Government Lots 1 and 2 of Section 28, Township 23 North, Range 20 East, and part of Private Claim 29, West Side of Fox River, in the City of De Pere, Brown County, Wisconsin being a 30 foot wide storm sewer easement whose centerline is more fully described as follows:

Commencing at the Southeast Corner of Volume 26, Certified Survey Maps, Page 31, Map No. 4191, Document No. 1268056, Brown County Records; thence N00°07'32"W, 44.68 feet along the East Right-of-Way of "Outward Avenue" also being the East Line of said Map No. 4191 to an East Corner of said Map No. 4191; thence 49.82 feet along said East Right-of-Way being the arc of a 130.00 foot radius curve to the left whose long chord bears N11°06'17"W, 49.52 feet to an existing 30 foot wide storm sewer easement as described in Document No. 1791382, Brown County Records; thence N50°45'20"E, 84.00 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N35°28'05"E, 454.18 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382; thence N07°36'30"W, 383.24 feet along said 30 foot wide storm sewer easement as described in Document No. 1791382 to the POINT OF BEGINNING for the aforementioned 30 foot wide storm sewer easement being described; thence N22°35'38"W, 278.99 feet; thence N67°25'40"E, 291.18 feet; thence S63°16'16"E, 473.02 feet to a point on the reference line of said existing 30 foot wide storm sewer easement as described in Document No. 1791382, and the POINT OF TERMINUS.

Easement contains 31,296 sq. ft. / 0.72 acres more or less.

Detail



NOTES

Bearings referenced to the North Line of Government Lot 1 of Section 28, Township 23 North, Range 20, East, assumed to be N89°37'42"E.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

Legend

- proposed 30' storm sewer easement computation point
- ⊙ existing 30' storm sewer easement computation point
- 1" iron pipe found
- ⦿ 2" iron pipe found
- ⊙ 1 1/2" iron pipe found
- ⦿ PK nail found
- ⊗ cut + found
- ⊕ Brown County monument – type noted
- () recorded as bearing / distance

- scoreboard
- blacktop
- concrete
- existing building
- pavers
- "track and field" asphalt
- 30' storm sewer easement
- 30' storm sewer easement (Document No. 1791382)
- 30' storm sewer easement (Document No. 1791382) to be released in future vacation

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	111.89'	549.95'	111.69'	S83°52'17"W	11°39'25"	—
3-4	26.88'	15.00'	23.43'	N50°36'54"W	102°41'05"	N00°43'38.5"E
5-7	90.11'	130.00'	88.32'	N19°58'59"W	39°42'54"	N39°50'26"W & S00°07'32"W
5-6	49.82'	130.00'	49.52'	N11°06'17"W	21°57'34"	S00°07'32"W
6-7	40.29'	130.00'	40.13'	N30°57'46"W	17°45'24"	N39°50'26"W
8-9	173.13'	1179.28'	172.97'	N86°16'46"E	08°24'41"	N89°30'53.5"E&N82°04'25.5"E

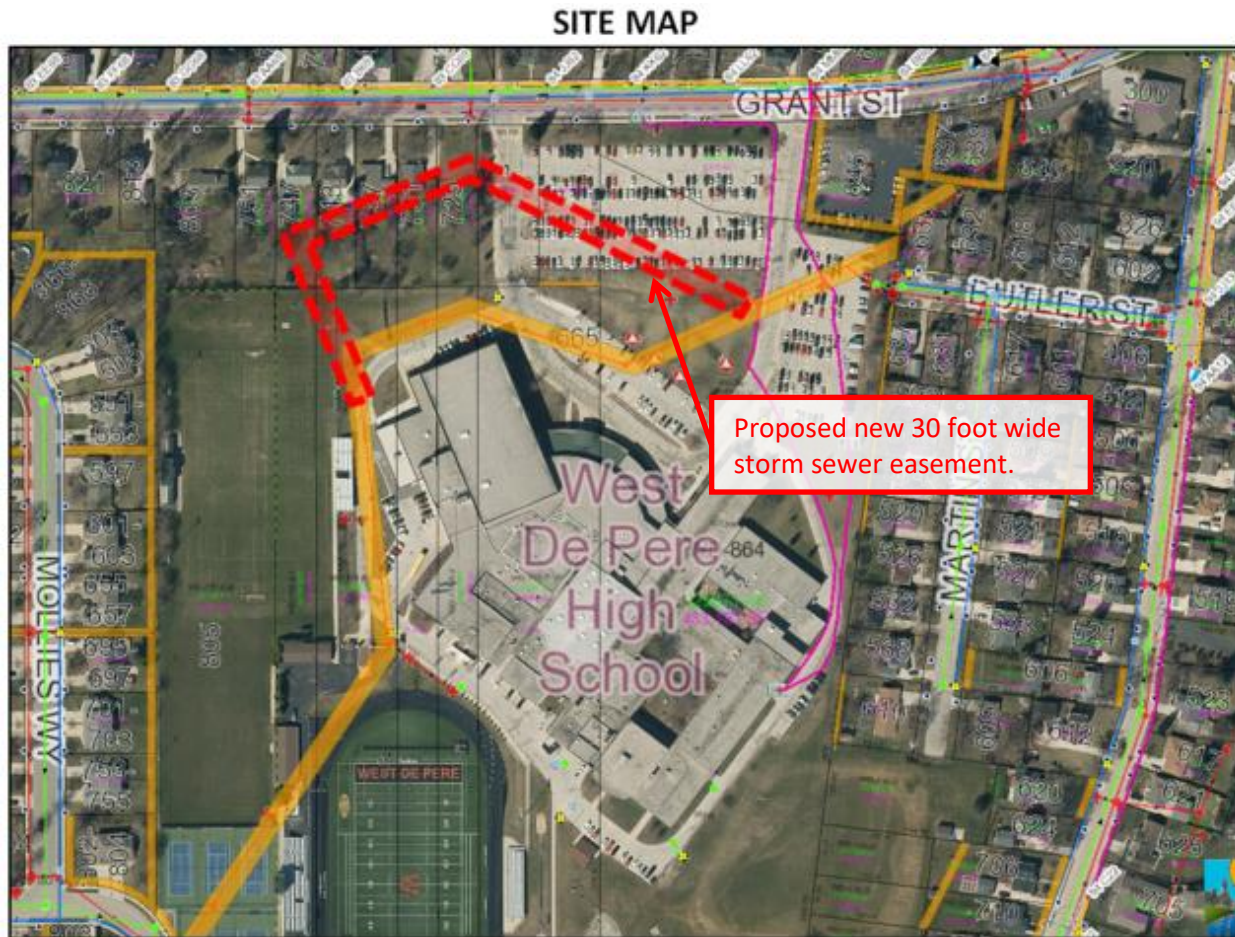
Client: West De Pere School District
Tax Parcel: (TBD)
Drafted By: ZRH
File: W-15218Exhibit 032720.dwg
Data File: W-15218.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet Five of Five
Project No.: W-15218
Drawing No.: L-11018
Fieldwork Completed: 12/12/19

Attachment: WDPDS Grant of 30 ft. Storm Easement (9440 : Reso #20-43 Authorizing Grant of Storm Sewer Easement)

ITEM X: Staff recommendation and possible action regarding a new section of a 30 foot wide storm sewer-easement at 665 Grant ST (Parcels WD-115-6-2, WD-115-7, WD-115-8-1, WD-864).*



REQUESTED ACTION: New Easement Request.*

The new easement at West De Pere High School is proposed to replace a proposed released easement on the property.

SITE & OWNER DATA: Refer to the previous Agenda Item report for site and owner data.

STAFF REVIEW: On January 27, 2020, the Plan Commission approved a site plan for an addition at the West De Pere High School. The school district is requesting a new (rerouted) 30-foot wide storm sewer easement on school property to address the site plan conditions. City Public Works and Development Services worked with the school district to establish a proper location for the new easement. A map of the proposed easement is also included in this packet.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the new easement request and forwarding the recommendation to the Council for its final approval on May 5, 2020. Any final easement language will be subject to the final approval of the City Attorney's office.

	CITY OF DE PERE APPLICATION FOR EASEMENT RELEASE	Fee: \$ 368.00
		Receipt #:
		Date:

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mau & Associates, LLP	Authorized Representative Steven M. Bieda	Title Mau & Associates, LLP	
Mailing Address 400 Security Blvd., Suite 1	City Green Bay	State WI	ZIP Code 54313
Email Address sbieda@mau-associates.com	Phone Number (incl. area code) 920-434-9670	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) West De Pere School District	Contact Person Dennis Krueger	Title Superintendent	
Mailing Address 400 Reid Street, Suite W	City De Pere	State WI	ZIP Code 54115
Email Address DKrueger@wdpsd.com	Phone Number (incl. area code) 920-337-1393 ext. 8028	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description West De Pere High School Additions / 30' Storm Sewer Easement Rerouting	Parcel No. WD-115-6-2, -115-7, -115-8-1, -864
--	--

SECTION 4: Easement Information

Existing Zoning:	R-2
Present Use of Parcel:	West De Pere High School Campus
Proposed Use of Lots:	West De Pere High School Campus with Additions

Please submit the following:

- 1-Scaled map identifying easement to be released
- 2-Legal description for easement
- 3-Summary/description of reason why easement release is needed
- 4-Information from other utilities indicating they agree with release

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Steven M. Bieda	Title Managing Partner	Phone Number 920-434-9670
Signature of Applicant 		Date Signed 4/8/20

TO BE COMPLETED BY CITY STAFF

Easement Release authorized by the De Pere Municipal Code, Chapter 46.

Attachment: Application Form (9440 : Reso #20-43 Authorizing Grant of Storm Sewer Easement)

Required Information that applicant should include with application form:

- Scaled map identifying the boundaries of the easement to be released.
 - Legal description that defines the easement.
 - Summary/description of why easement release is needed.
 - Information from other utilities indicating they agree with release.
-

Steps for approval:

- 1.) Applicant submits application and above required information with review fee of \$368.
- 2.) City staff will review application. If staff believes easement is no longer needed, topic will be placed on next practicable Board of Public Works (BOPW) agenda.
- 3.) BOPW will either recommend or reject proposal.
- 4.) If rejected, applicant may terminate process – no refund.
- 5.) If approved and applicant wishes rejected project to continue, project will be prepared for next practicable Common Council meeting.
- 6.) Common Council either approves or denies proposal.
- 7.) If approved, City Attorney prepares legal documents for signature by utilities.
- 8.) If denied, project ends – no refund.
- 9.) City Attorney records documents with Register of Deeds, ending process.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: 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).

On April 27, 2020, Plan Commission unanimously recommended approval of the new easement request by a vote of 7-0.

ATTACHMENTS:

- Reso20-44 (DOCX)
- Partial Release of Easement-Southbridge (PDF)
- Exhibit A-Southbridge(PDF)
- Report to Plan Commission - Easement Release at 1881 Southbridge RD (DOCX)
- Application Form (PDF)
- Signed easement release paperwork (PDF)

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)

WHEREAS, a street fronted 50' sanitary sewer easement was granted to the City as shown on the recorded Condominium Plat (Document No. 2884849) over a portion of the ALM Enterprises, LLC property; and

WHEREAS, a portion of the sanitary sewer easement has been requested to be vacated to facilitate planned future twindominium construction development on such property; and

WHEREAS, it has been determined that a portion of the sanitary sewer-drainage easement is not needed as the remaining portion will be sufficient for the City's future infrastructure needs; and

WHEREAS, the Plan Commission has reviewed such request to release of portion of the sanitary sewer easement, determined a portion of said easement is not necessary for City purposes, and recommends approval of releasing the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Partial Release of Easement attached hereto and incorporated 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.

Resolution #20-44

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Commission Approval: 4/27/2020

Attachment: Reso20-44 (9462 : Resolution #20-44 Authorizing Partial Release of Sanitary Sewer Easement)

DOCUMENT NUMBER	PARTIAL RELEASE OF EASEMENT
Record and Return to: Robert E. Lee & Associates Inc. 1250 Centennial Centre Blvd Hobart, WI 54155 Tax Key No's: WD-2029, WD-2030, WD-2031, WD-2032, WD-2033, WD-2034, WD-2035, WD-2036	

1. The undersigned, **CITY OF DE PERE**, releases all right, title, and interest that it may have in part of a certain 50’ wide sanitary sewer easement recorded in part of Units 1-8 of The Fields Condominium #1, Volume 6, Condominium Plats, Page 250, Document Number 2884849, Brown County Records, being located in part of the Government Lot 2, Section 6, Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin more particularly described as follows:

The southerly 5.00 feet of the northerly 50.00 feet of Units 1-8 of said The Fields Condominium #1, excepting the westerly 20.00 feet thereof.

2. Attached to this release as Exhibit A is a map showing the sanitary sewer easement to which the undersigned is relinquishing its rights.

Dated: _____

By: (Signature)

Name: Print

Title

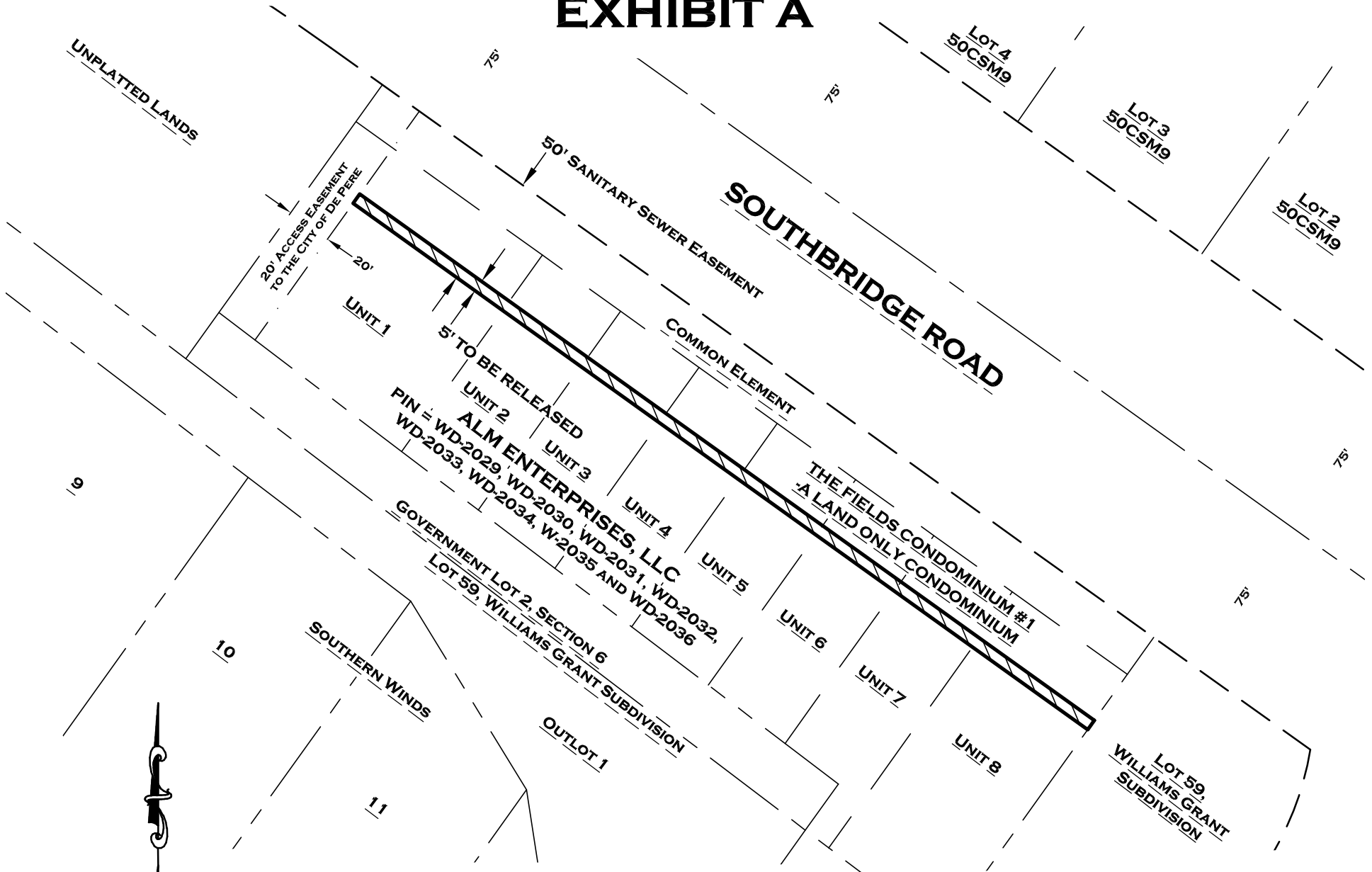
ACKNOWLEDGMENT
STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____.
Date

(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:
Bryan L. Pfeffer
Robert E. Lee & Associates, Inc.

EXHIBIT A



LEGEND



PARCEL IDENTIFICATION #
EASEMENT
-TO BE RELEASED



ROBERT E. LEE & ASSOCIATES, INC.

ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: WWW.RELEEINC.COM
PHONE: (920) 662-9641
FAX: (920) 662-9141

R:\5500\5569\5569020\DWG\EASEMENT RELEASE.DWG

ITEM X: Staff recommendation and possible action regarding the release of a 5 foot wide portion of a 50 foot wide sanitary easement at 1881 Southbridge RD (Parcels WD-2029, WD-2030, WD-2031, WD-2032, WD2-33, WD-2034, WD-2035, WD-2036).*

SITE MAP



REQUESTED ACTION: Release of Easement Request.*

The release of easement request will reduce the width of a 50-foot wide sanitary sewer easement to 45 feet wide, and allow for twindominium residential development.

COMMON DESCRIPTION: 1881 Southbridge DR, located west and south from the Southbridge RD and Lawrence DR intersection.

PARCEL NUMBERS: WD-2029, WD-2030, WD-2031, WD-2032, WD2-33, WD-2034, WD-2035, WD-2036

EXISTING ZONING: R-2 (Single and Two-Family Residential District) with a Planned Development District overlay.

SURROUNDING LAND USES: Crosspoint Church and vacant agricultural to the north (R-1).
Single-family residential to the south (R-1) and east (R-1).
Natural spaces to the west (R-1).

COMPREHENSIVE PLAN: Multi-Family Residential

APPLICANT/OWNER: Brandon Robaidek, EIT
Authorized Representative
Robert E. Lee & Associates
1250 Centennial Centre BLVD
Hobart, WI 54155

ALM Enterprises LLC
Property Owner
1651 Brookfield, Suite A
Green Bay, WI 54313

SITE HISTORY:

The subject site had agricultural buildings at the south end from the 1950s until the mid-2000s. The remainder of the subject area remained vacant.

In 2007 and 2008, a Planned Development District overlay was established with a Precise Implementation Plan, for four twindominium buildings (8 residential units). As part of a related condominium plat, a street fronted 50-foot wide sanitary easement was created. The site was never developed and the Precise Implementation Plan expired but the easement remained.

In April-July, 2019, the Plan Commission and Common Council approved a new General Development Plan and Precise Implementation Plan for a similar four twindominium development (8 residential units). However, two of the proposed buildings fall within the existing sanitary easement. For the two buildings to be developed either the building sizes need to be reduced, or the easement width needs to be reduced.

This April 27, 2020 report addresses the release of part of the sanitary easement to reduce the width from 50 feet wide to 45 feet wide.

STAFF REVIEW:

When reviewing a release of easement request, staff considers the future need for utilities in the area as well as the location of alternative easements, the recommendation of the Comprehensive Plan, and proposed future development. Part of the easement will be used in the future by the City for future infrastructure. City Development Services and Engineering staff support the request as the remaining easement will be sufficient for City needs. The petitioner consulted with GBMSD about no longer needing the easement.

REVIEW PROCESS:

For the release of easement requests, the Plan Commission provides a recommendation to the Common Council. The Common Council reviews the release, and if approved, formal Release of Easement documents are prepared by the City Attorney for signing by utilities and recording at the Register of Deeds office. The anticipated review date by Common Council is May 5, 2020.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the release of easement request subject to the following:

1. Subject to release acceptance by any utilities that have the authority to utilize the easement, including GBMSD.

	CITY OF DE PERE APR 16 2020 APPLICATION FOR EASEMENT RELEASE	Fee: \$ 368.00 Receipt #: 151631 Date: 4-16-20
---	---	---

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

SECTION 1: Applicant / Permittee Information			
Applicant Name (Ind., Org. or Entity) Robert E Lee and Associates, Inc.		Authorized Representative Brandon Robaidek	
Mailing Address 1250 Centennial Centre Blvd		City Hobart	State WI
Email Address brobaidek@releeinc.com		Phone Number (incl. area code) 920-662-9641	ZIP Code 54155
Fax Number (incl. area code)			
SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)			
Name (Ind. Org. or Entity) ALM Enterprises, LLC.		Contact Person Al Morin	
Mailing Address 1651 Brookfield Ste A		City Green Bay	State WI
Email Address atrailsides@aol.com		Phone Number (incl. area code) 920-680-2878	ZIP Code 54313
Fax Number (incl. area code)			
SECTION 3: Project or Site Location			
Project Address/Description 1855 Southbridge Road		Parcel No. WD-2029 to WD-2036	
SECTION 4: Easement Information			
Existing Zoning:	R2 with PDD Overlay		
Present Use of Parcel:	Open Lot		
Proposed Use of Lots:	8- Unit Twindominium Development		
Please submit the following: 1-Scaled map identifying easement to be released 2-Legal description for easement 3-Summary/description of reason why easement release is needed 4-Information from other utilities indicating they agree with release			
SECTION 5: Certification and Permission			
Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.			
Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.			
Name of Owner/Authorized Representative (please print) Brandon Robaidek		Title Representative	Phone Number 920-662-9641
Signature of Applicant 		Date Signed 3-27-20	

TO BE COMPLETED BY CITY STAFF

Easement Release authorized by the De Pere Municipal Code, Chapter 46.

CITY OF DE PERE
920-339-4050

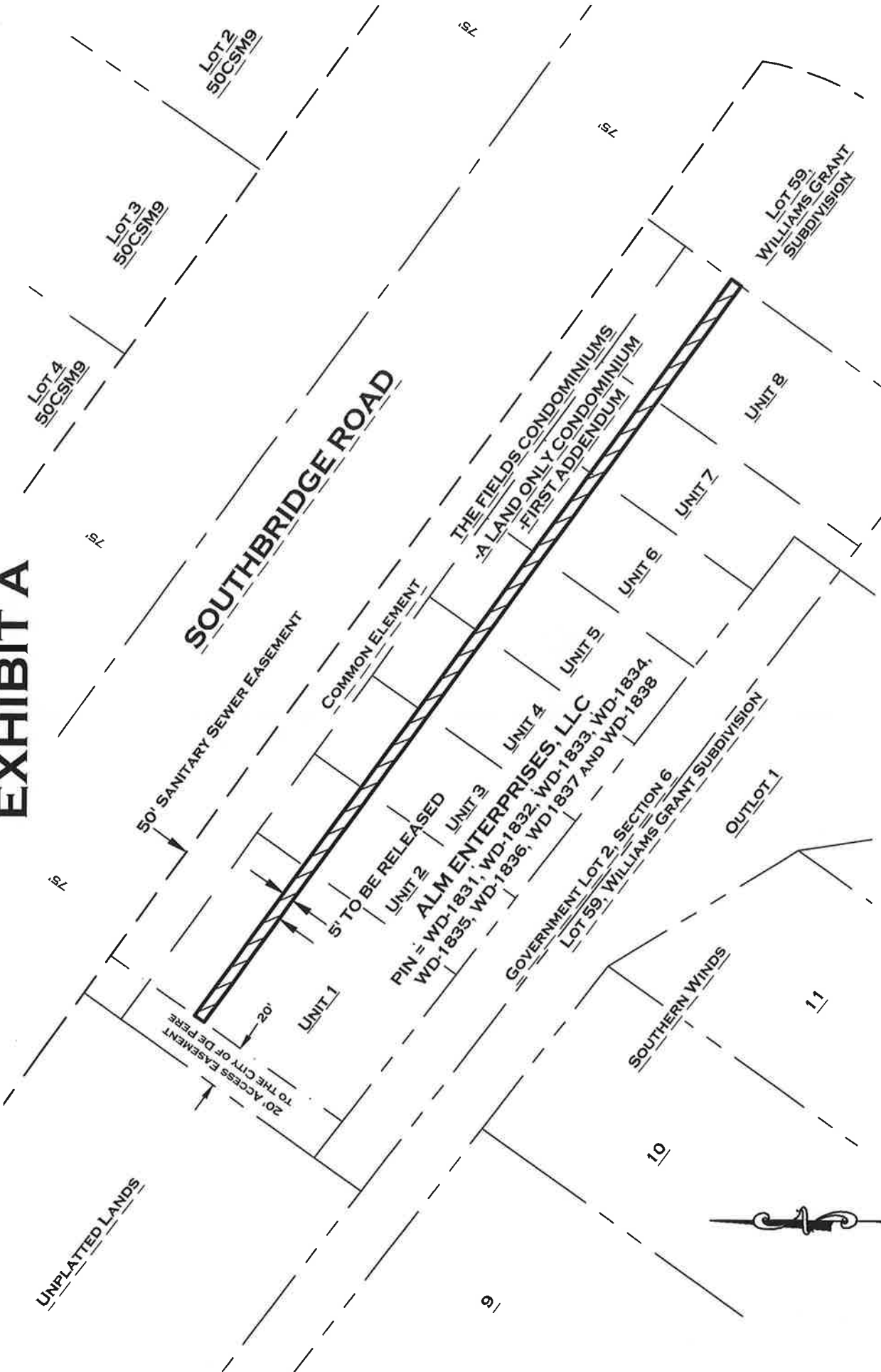
REC#: 00151631 4/16/2020 10:17 AM
OPER: CD TERM: 003
REF#: 125823

TRAN: 105.0000 PROJECT PLANS
ROBERT E LEE
EASEMENT RELEASE-SOUTHBRIDGE C
PROJECT PLANS 368.00CR

TENDERED: 368.00 CHECK
APPLIED: 368.00-

CHANGE: 0.00

EXHIBIT A



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
PHONE: (920) 662-9641
INTERNET: WWW.RELEINC.COM
FAX: (920) 662-9141
R:\5500\5569\5569020\DWG\EASEMENT RELEASE.DWG

LEGEND
PIN
EASEMENT
- TO BE RELEASED

SCALE: 1" = 60'
0' 30' 60' 120'

The southerly 5.00 feet of the northerly 50.00 feet of Units 1-8 of The Fields Condominium, First Addendum, Document Number 2390219, being located in part of the Government Lot 2, Section 6, Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin, excepting the westerly 20.00 feet thereof.

As shown and dimensioned on the attached Exhibit A.

Said described lands contain 1,993 sq.ft.

Summary

ALM Enterprises, LLC. is proposing to construct four twindominium buildings with a shared driveway on parcel WD-1831 to WD-1838. The building footprints currently sit 5' into a 50-foot sanitary easement. We are proposing that the sanitary easement be narrowed to 45' to allow for the buildings to sit as intended in the Precise Implementation Plan to maximize space between the rear property line and the back of the buildings. This will allow for a natural buffer between the proposed twindominium development and the single-family development to the south of the proposed development. To meet the demand for the size of the twindominium units we are not able to move the buildings out of the 50' sanitary easement while still staying inside the rear building setback line. The City is constructing sanitary sewer within this easement to service the proposed development; however, that sewer line will be located 35' off of the 50' sanitary easement line and 30' off of the proposed, narrowed 45' sanitary easement line. This appears to be more than enough space to allow for maintenance of the proposed sanitary line without impacting outside of the proposed 45' sanitary easement. There appears to be no additional utilities within this easement that would be negatively impacted by the narrowing of the 50' sanitary easement to a 45' sanitary easement.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

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

ATTACHMENTS:

- Reso20-45 (DOCX)
- 9th mayoral proclamation (PDF)

RESOLUTION #20-45
RATIFYING MAYORAL PROCLAMATIONS ISSUED
FROM APRIL 4, 2020 THROUGH APRIL 30, 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

Resolution #20-45

Page 2 of 2

WHEREAS, between April 4, 2020 and April 30, 2020, one (1) additional Mayoral proclamation has been issued, which is subject to ratification, alteration, Resolution #20-34 and Wis. Stat. §323.14(4)(b) modification, or repeal by the Common Council.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Ninth Proclamation of the Mayor, dated April 28, 2020, 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 5th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-45 (9507 : Resolution #20-45 Ratifying Mayoral Proclamations Issued from April 4, 2020 Through April 30, 2020.)

CITY OF DE PERE
NINTH MAYORAL PROCLAMATION
APRIL 28, 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 April 21, 2020, the Wisconsin State Legislature filed an emergency

petition with the Wisconsin Supreme Court challenging Emergency Order #28 and requesting that enforcement of the Order be enjoined (No. 2020AP000765); and

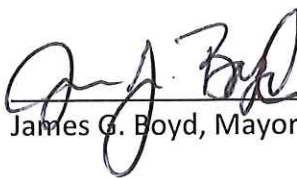
WHEREAS, health officers from around the State of Wisconsin are intending on filing an amicus curiae brief in support of the Wisconsin Department of Health Services, and

WHEREAS, the City of De Pere has the option of signing the amicus curiae brief.

NOW, THEREFORE, THE MAYOR DOES HEREBY PROCLAIM THAT:

1. The City of De Pere supports the authority being exercised by the Department of Health Services under Wis. Stats. § 252.02, and further supports the existing process that is being utilized by the Governor's Office in response to the State of Emergency and the COVID-19 pandemic.
2. The City Attorney's Office is authorized to sign the amicus curiae brief in order to express support for the authority of the Department of Health Services in Case No. 2020AP000765, Wisconsin Legislature v. Andrea Palm, et. al.
3. Any ordinance, resolution, or City policy in conflict with the above proclamation shall be superseded by this proclamation.
4. 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 28th day of April, 2020.


James G. Boyd, Mayor



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: City Attorney

FROM: Angela Zills

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

ATTACHMENTS:

- Reso20-46 (DOCX)
- License Committee - Extension of Liquor Licenses & Fees (PDF)

RESOLUTION #20-46

REGARDING OPERATOR'S LICENSE RENEWAL FEES

WHEREAS, the Common Council wishes to establish revised renewal application fees for Operator's Licenses for the 2020-2022 license year in response to the COVID-19 pandemic.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council imposes the following renewal application fees for Operator's Licenses:

Operator's Licenses: \$15.00

BE IT FURTHER RESOLVED THAT:

Renewal fees established for Operator's Licenses issued shall be effective for the license year commencing after adoption of this resolution (2020-2021), and the City Clerk Fee Schedule is hereby amended to reflect these new fees.

BE IF FURTHER RESOLVED THAT:

All City officers, officials, 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 5th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: ____

Nays: ____

Board/Committee Approval: 05/05/2020

Attachment: Reso20-46 (9510 : Resolution #20-46 Regarding Operator's License Renewal Fees.)

MEMORANDUM

TO: License Committee Members

FROM: Kristen Johnson, Assistant City Attorney

DATE: May 5, 2020 (meeting date)

RE: Extension of Liquor Licenses and Fee Deadlines

The License Committee has expressed interest in potentially extending current liquor licenses and fee deadlines.

Extension of Liquor Licenses

The Wisconsin Statutes and De Pere Municipal Code both provide that retail liquor licenses and operator's licenses expire on June 30.¹ As of the date of this memo, none of the Executive Orders issued by the Governor have amended the statutes relating to the expiration date of liquor licenses or operator's licenses. Additionally, 2019 Wisconsin Act 185 does not amend these sections of the statutes. After consulting with the Department of Revenue, it has been determined that a municipality may not extend current liquor licenses or operator's licenses that are scheduled to expire on June 30, 2020.

Extension of Deadlines for Payment of Fees

Neither the Wisconsin Statutes nor the De Pere Municipal Code establish due dates for fees associated with retail liquor licenses or operator's licenses. However, Wis. Stat. § 125.04(8) states that no license for the sale of alcohol beverages may be delivered to the applicant until the applicant files with the municipal clerk a receipt showing payment of the license fee to the appropriate treasurer. It has been the practice of the City Clerk's Office that the publication fee for retail liquor licenses (\$30.00) is collected when an application is submitted and the remaining license fee is collected when the licensee picks up their approved license. The fee for operator's licenses (\$55.00) is collected when an individual submits their application to the Clerk's Office.

As of the date of this memo, none of the Executive Orders issued by the Governor have amended Wis. Stat. §125.04(8). Additionally, 2019 Wisconsin Act 185 does not amend this section of the statutes. Therefore, the municipality may not deliver a license until the associated fee has been paid.

¹ Wis. Stat. § 125.04(11)(b)(2) and De Pere Municipal Code Section 7-2(b)(2) establish the expiration date for retail liquor licenses. Wis. Stat. § 125.17(3) and De Pere Municipal Code Section 7-2(e)(5) establish the expiration date for operator's licenses.

The City retains the right to set the fees for liquor licenses, so long as the fees are within the statutory limits. Recently, the City of De Pere reduced the fees for Class B licenses. The current fees in the City of De Pere and the statutory limits on fees for liquor licenses are listed below.

Current Fees in the City of De Pere:

- Class "A" with Liquor License- \$100
- Class "A" without Liquor License - \$625
- "Class A" - \$250
- Class "B" - \$100 (Reduced to \$0.00 for 2020-2021 renewal year)
- "Class B" - \$500 (Reduced to \$50.00 for 2020-2021 renewal year)
- Temporary Class "B" - \$10
- "Class C" - \$100
- Operator's License - \$55
- Operator's License with Provisional - \$70
- Temporary Operator's License - \$21

*The fees above are the same for initial applications and renewal applications

Statutory Limits on Liquor License Fees:

- Class "A" – no minimum or maximum
- "Class A" – minimum \$50, maximum \$500
- Class "B" – may not exceed \$100 per year
- "Class B" – minimum \$50, maximum \$500
- Temporary Class "B" – may not exceed \$10
- "Class C" – may not exceed \$100 per year
- Operator's License – no minimum or maximum
- Provisional Operator's License – may not exceed \$15
- Temporary Operator's License – no minimum or maximum

If you have any questions on this matter, please feel free to reach out to me directly.

KKJ



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: 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.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Appointment and Reappointments by Mayor Boyd.

ATTACHMENTS:

- Standing Committee Appointment Memo_May 2020 (PDF)
- Appointment Memo_May 2020 (PDF)

**STANDING COMMITTEE APPOINTMENT
BY MAYOR BOYD
2020**

WEED COMMISSIONER

Don Melichar

Memo

City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointments and Reappointments
Date: April 30, 2020

I am submitting the following names for appointment/reappointment at the May 5, 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

Board of Park Commissioners

Ryan Jennings/Appointment

Brown County Planning Commission

Dan Lindstrom/Appointment

Attachment: Appointment Memo_May 2020 (9431 : Appointment and Reappointments by Mayor Boyd.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Operator license applications.

ATTACHMENTS:

- Operator List 5.5.20 (PDF)

CITY OF DE PERE
License Committee - May 5, 2020

Renewal Operator License Applications for the 2020 - 2022 Licensing Period	
1	ASHFORD, PATRICIA
2	AUGUSTIN, ROBIN
3	BRUNETTE, BREANNE
4	CONARD, WADE
5	CONWAY-MARSHALL, TAMARA
6	COWPERTHWAIT, DEMITRIA
7	DARSCHEWSKI, DANIEL
8	DEGREET, JOSEPH
9	DIEKVOSS, ELIZABETH
10	EICKMEYER, DEBORAH
11	JELINSKI, AISLING
12	JELINSKI, CASEY
13	KELLY, DYLAN
14	MAUS, LAURA
15	MERCK, AIDAN
16	NOVARA, ANTHONY
17	POPKE, CAROL
18	RATELLE, CHERYL
19	RITCHIE, DANIEL
20	SCHUMACHER, GREGG
21	SEBOLD, ORRIN
22	SHAW, JEWLIE
23	SIECKERT, DIANE
24	STANEK, WHITNEY
25	STEINER, ALLISON
26	TOLMIE, BRITTANY
27	EHNERD, TANNER
28	ELLERMAN, CASEY

New Operator License Applications	
1	HERRICK, ZACH
2	OWENS, ERICA

Attachment: Operator List 5.5.20 (9511 : Operator license applications.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020
DEPARTMENT: City Clerk
FROM: Carey Danen
SUBJECT: Voucher approval.

ATTACHMENTS:

- 5-5-2020 VOUCHERS (PDF)

4/28/2020 11:31 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06312 MAY 2020 COUNCIL - 1 5-5-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7583	ADVANCE AUTO PARTS I-6339-284556	ADVANCE AUTO PARTS	R	5/05/2020		12.67CR	092097	12.67
2091	AHLBORN EQUIPMENT INC I-289593	AHLBORN EQUIPMENT INC	R	5/05/2020		159.25CR	092098	159.25
0302	AIRGAS USA LLC I-9100338279 I-9100338280	AIRGAS USA LLC AIRGAS USA LLC	R R	5/05/2020 5/05/2020		242.14CR 67.60CR	092099 092099	 309.74
0007	AMBROSIUS SALES & SERVICE I-23063	AMBROSIUS SALES & SERVICE	R	5/05/2020		429.88CR	092100	429.88
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS I-11019	AMERICAN CONSERVATION & BILLIN	R	5/05/2020		1,042.00CR	092101	1,042.00
8108	KARI ARKENS I-202004270512	KARI ARKENS	R	5/05/2020		496.00CR	092102	496.00
0442	BADGER LABORATORIES INC I-20-50008953	BADGER LABORATORIES INC	R	5/05/2020		140.00CR	092103	140.00
0020	BADGERLAND PRINTING INC I-34953	BADGERLAND PRINTING INC	R	5/05/2020		342.72CR	092104	342.72
0027	BAY TOWEL INC I-3066086 I-3066102	BAY TOWEL INC BAY TOWEL INC	R R	5/05/2020 5/05/2020		176.85CR 91.05CR	092105 092105	 267.90
0038	BROADWAY AUTOMOTIVE INC I-490800P I-490800PX1 I-491121P I-985745P	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R R R R	5/05/2020 5/05/2020 5/05/2020 5/05/2020		105.25CR 114.08CR 97.59CR 150.70CR	092106 092106 092106 092106	 467.62
2984	BROWN COUNTY TREASURER I-2020-00000002	BROWN COUNTY TREASURER	R	5/05/2020		3,655.49CR	092107	3,655.49
8109	ADRIANNE BURNS I-202004270513	ADRIANNE BURNS	R	5/05/2020		558.00CR	092108	558.00
8110	ABBY CASE I-202004270514	ABBY CASE	R	5/05/2020		496.00CR	092109	496.00

Attachment: 5-5-2020 VOUCHERS (9504 : Voucher approval.)

4/28/2020 11:31 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 06312 MAY 2020 COUNCIL - 1 5-5-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0536	CDW GOVERNMENT INC							
	C-XMR9736	CDW GOVERNMENT INC	R	5/05/2020		16.01	092110	
	I-XLJ0853	CDW GOVERNMENT INC	R	5/05/2020		46.70CR	092110	
	I-XLS2662	CDW GOVERNMENT INC	R	5/05/2020		123.41CR	092110	
	I-XMD4247	CDW GOVERNMENT INC	R	5/05/2020		394.60CR	092110	
	I-XMR9736	CDW GOVERNMENT INC	R	5/05/2020		47.46CR	092110	
	I-XNG0296	CDW GOVERNMENT INC	R	5/05/2020		16.01CR	092110	
	I-XNS6037	CDW GOVERNMENT INC	R	5/05/2020		14.21CR	092110	
	I-XNW9392	CDW GOVERNMENT INC	R	5/05/2020		22.90CR	092110	
	I-XPC8334	CDW GOVERNMENT INC	R	5/05/2020		331.04CR	092110	980.32
8111	KELECHI CHIORI-OMOTOSO							
	I-202004270515	KELECHI CHIORI-OMOTOSO	R	5/05/2020		578.00CR	092111	578.00
2708	CLEANING SOLUTION SERVICES INC							
	I-20449	CLEANING SOLUTION SERVICES INC	R	5/05/2020		158.04CR	092112	158.04
0217	COUNTRY VISIONS COOPERATIVE							
	I-1377	COUNTRY VISIONS COOPERATIVE	R	5/05/2020		14.00CR	092113	14.00
0075	DIGGERS HOTLINE INC							
	I-200 3 36401	DIGGERS HOTLINE INC	R	5/05/2020		320.30CR	092114	320.30
3212	DIXON ENGINEERING INC							
	I-20-6501	DIXON ENGINEERING INC	R	5/05/2020		1,050.00CR	092115	1,050.00
8112	STACY ECKES-BORYS							
	I-202004270516	STACY ECKES-BORYS	R	5/05/2020		578.00CR	092116	578.00
8113	HENNAH ETTER							
	I-202004270517	HENNAH ETTER	R	5/05/2020		499.00CR	092117	499.00
0091	FASTENAL COMPANY							
	I-WIGRE389561	FASTENAL COMPANY	R	5/05/2020		18.12CR	092118	
	I-WIGRE390062	FASTENAL COMPANY	R	5/05/2020		35.29CR	092118	
	I-WIGRE390203	FASTENAL COMPANY	R	5/05/2020		20.60CR	092118	
	I-WIGRE392786	FASTENAL COMPANY	R	5/05/2020		21.07CR	092118	95.08
0331	FERGUSON WATERWORKS #1476 INC							
	I-299241	FERGUSON WATERWORKS #1476 INC	R	5/05/2020		2,843.74CR	092119	2,843.74
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-20921	FIRE APPARATUS & EQUIPMENT INC	R	5/05/2020		164.05CR	092120	
	I-20942	FIRE APPARATUS & EQUIPMENT INC	R	5/05/2020		43.47CR	092120	207.52

Attachment: 5-5-2020 VOUCHERS (9504 : Voucher approval.)

4/28/2020 11:31 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 06312 MAY 2020 COUNCIL - 1 5-5-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0200	FIRST SUPPLY LLC							
	I-11982476-01	FIRST SUPPLY LLC	R	5/05/2020		45.00CR	092121	
	I-11982476-02	FIRST SUPPLY LLC	R	5/05/2020		45.00CR	092121	
	I-12033226-00	FIRST SUPPLY LLC	R	5/05/2020		1,672.95CR	092121	
	I-12037855-00	FIRST SUPPLY LLC	R	5/05/2020		87.54CR	092121	
	I-12100468-00	FIRST SUPPLY LLC	R	5/05/2020		115.31CR	092121	
	I-12107697-00	FIRST SUPPLY LLC	R	5/05/2020		15.91CR	092121	
	I-12125164-00	FIRST SUPPLY LLC	R	5/05/2020		84.16CR	092121	
	I-12144793-00	FIRST SUPPLY LLC	R	5/05/2020		75.90CR	092121	2,141.77
5012	FORD MOTOR CREDIT DEPT 43401							
	I-1746933	FORD MOTOR CREDIT DEPT 43401	R	5/05/2020		70,305.92CR	092122	70,305.92
8084	ERIC FRIEDLAND							
	I-202004270518	ERIC FRIEDLAND	R	5/05/2020		241.00CR	092123	241.00
6170	DAN GATZ							
	I-202004270519	DAN GATZ	R	5/05/2020		450.00CR	092124	450.00
2544	GLOBAL RECOGNITION INC							
	I-195349	GLOBAL RECOGNITION INC	R	5/05/2020		1,222.08CR	092125	1,222.08
6923	GORDON FLESCH COMPANY INC.							
	I-IN12909490	GORDON FLESCH COMPANY INC.	R	5/05/2020		173.00CR	092126	173.00
0116	GRAINGER INC							
	I-9500956173	GRAINGER INC	R	5/05/2020		349.92CR	092127	349.92
0780	GREAT LAKES TV SEAL INC							
	I-20091	GREAT LAKES TV SEAL INC	R	5/05/2020		2,068.91CR	092128	2,068.91
8114	JAMIE HAMMER							
	I-202004270520	JAMIE HAMMER	R	5/05/2020		235.00CR	092129	235.00
7918	HARRIS COMPUTER SYSTEMS							
	I-MN00129379	HARRIS COMPUTER SYSTEMS	R	5/05/2020		262.50CR	092130	262.50
0446	HAWKINS INC							
	I-4697185	HAWKINS INC	R	5/05/2020		3,358.74CR	092131	3,358.74
5674	HOME TEAM SPORTS & APPAREL INC							
	I-39537	HOME TEAM SPORTS & APPAREL INC	R	5/05/2020		174.89CR	092132	174.89

Attachment: 5-5-2020 VOUCHERS (9504 : Voucher approval.)

4/28/2020 11:31 AM

A / P CHECK REGISTER

PAGE: 4

PACKET: 06312 MAY 2020 COUNCIL - 1 5-5-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1252	HURCKMAN MECHANICAL INDUSTRIES INC I-W30836	HURCKMAN MECHANICAL INDUSTRIES	R	5/05/2020		1,615.00CR	092133	1,615.00
1399	INDOFF INC I-3358025	INDOFF INC	R	5/05/2020		524.03CR	092134	524.03
0141	JEFFERSON FIRE & SAFETY INC I-IN117135	JEFFERSON FIRE & SAFETY INC	R	5/05/2020		125.70CR	092135	125.70
2602	JOSSART BROTHERS INC I-1467	JOSSART BROTHERS INC	R	5/05/2020		2,031.25CR	092136	2,031.25
7620	JT ENGINEERING INC I-190094-02	JT ENGINEERING INC	R	5/05/2020		3,675.00CR	092137	3,675.00
1276	JX ENTERPRISES INC I-14124167P	JX ENTERPRISES INC	R	5/05/2020		135.99CR	092138	135.99
4617	LANGUAGE LINE SERVICES I-4786238	LANGUAGE LINE SERVICES	R	5/05/2020		103.60CR	092139	103.60
7063	LEAVES INSPIRED TREE NURSERY LLC I-454	LEAVES INSPIRED TREE NURSERY L	R	5/05/2020		1,478.00CR	092140	1,478.00
8115	JESSICA LUECK I-202004270521	JESSICA LUECK	R	5/05/2020		108.00CR	092141	108.00
8116	MELISSA MATELSKI I-202004270522	MELISSA MATELSKI	R	5/05/2020		264.00CR	092142	264.00
0173	MENARDS INC							
	C-64096	MENARDS INC	R	5/05/2020		19.98	092143	
	C-64555	MENARDS INC	R	5/05/2020		3.49	092143	
	I-64012	MENARDS INC	R	5/05/2020		48.46CR	092143	
	I-64089	MENARDS INC	R	5/05/2020		11.67CR	092143	
	I-64093	MENARDS INC	R	5/05/2020		19.98CR	092143	
	I-64099	MENARDS INC	R	5/05/2020		13.16CR	092143	
	I-64111	MENARDS INC	R	5/05/2020		13.99CR	092143	
	I-64226	MENARDS INC	R	5/05/2020		12.50CR	092143	
	I-64269	MENARDS INC	R	5/05/2020		8.47CR	092143	
	I-64330	MENARDS INC	R	5/05/2020		230.03CR	092143	
	I-64335	MENARDS INC	R	5/05/2020		7.98CR	092143	
	I-64337	MENARDS INC	R	5/05/2020		1.36CR	092143	
	I-64381	MENARDS INC	R	5/05/2020		6.54CR	092143	
	I-64384	MENARDS INC	R	5/05/2020		37.86CR	092143	
	I-64393	MENARDS INC	R	5/05/2020		273.17CR	092143	
	I-64508	MENARDS INC	R	5/05/2020		30.36CR	092143	
	I-64522	MENARDS INC	R	5/05/2020		4.79CR	092143	
	I-64534	MENARDS INC	R	5/05/2020		115.92CR	092143	
	I-64540	MENARDS INC	R	5/05/2020		31.78CR	092143	
	I-64558	MENARDS INC	R	5/05/2020		53.39CR	092143	
	I-64631	MENARDS INC	R	5/05/2020		35.94CR	092143	

Attachment: 5-5-2020 VOUCHERS (9504 : Voucher approval.)

4/28/2020 11:31 AM

A / P CHECK REGISTER

PAGE: 5

PACKET: 06312 MAY 2020 COUNCIL - 1 5-5-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-64632	MENARDS INC	R	5/05/2020		28.98CR	092143	
	I-64690	MENARDS INC	R	5/05/2020		25.82CR	092143	
	I-64707	MENARDS INC	R	5/05/2020		26.63CR	092143	1,015.31
VOID	VOID CHECK		V	5/05/2020			092144	**VOID**
8117	AMY MERCURE							
	I-202004270523	AMY MERCURE	R	5/05/2020		235.00CR	092145	235.00
8118	MIDWEST DESIGN SOLUTIONS LLC							
	I-040320-9121	MIDWEST DESIGN SOLUTIONS LLC	R	5/05/2020		4,200.00CR	092146	4,200.00
7974	JEREMY MURASKI							
	I-202004270524	JEREMY MURASKI	R	5/05/2020		17.94CR	092147	17.94
0531	NORTHEAST AUTO PARTS INC							
	I-346945	NORTHEAST AUTO PARTS INC	R	5/05/2020		11.60CR	092148	
	I-346960	NORTHEAST AUTO PARTS INC	R	5/05/2020		33.69CR	092148	
	I-347015	NORTHEAST AUTO PARTS INC	R	5/05/2020		5.98CR	092148	
	I-347078	NORTHEAST AUTO PARTS INC	R	5/05/2020		35.81CR	092148	
	I-347088	NORTHEAST AUTO PARTS INC	R	5/05/2020		167.87CR	092148	
	I-347100	NORTHEAST AUTO PARTS INC	R	5/05/2020		55.76CR	092148	
	I-347129	NORTHEAST AUTO PARTS INC	R	5/05/2020		178.46CR	092148	
	I-347202	NORTHEAST AUTO PARTS INC	R	5/05/2020		5.99CR	092148	
	I-347234	NORTHEAST AUTO PARTS INC	R	5/05/2020		12.30CR	092148	
	I-347265	NORTHEAST AUTO PARTS INC	R	5/05/2020		81.52CR	092148	
	I-347292	NORTHEAST AUTO PARTS INC	R	5/05/2020		238.58CR	092148	827.56
8119	KATIE NOSKOWIAK							
	I-202004270525	KATIE NOSKOWIAK	R	5/05/2020		241.00CR	092149	241.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-180569	OSHKOSH FIRE & POLICE EQUIPMEN	R	5/05/2020		250.00CR	092150	250.00
5222	P J KORTENS & CO INC							
	I-10022115	P J KORTENS & CO INC	R	5/05/2020		1,212.43CR	092151	1,212.43
0197	PACKER CITY INTL TRUCKS INC							
	I-R101036840:01	PACKER CITY INTL TRUCKS INC	R	5/05/2020		333.99CR	092152	333.99
1331	PACKER FASTENER & SUPPLY INC							
	I-508030	PACKER FASTENER & SUPPLY INC	R	5/05/2020		2.10CR	092153	2.10

Attachment: 5-5-2020 VOUCHERS (9504 : Voucher approval.)

4/28/2020 11:31 AM

A / P CHECK REGISTER

PAGE: 6

PACKET: 06312 MAY 2020 COUNCIL - 1 5-5-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0208	POMP'S TIRE SERVICE INC							
	I-90063787	POMP'S TIRE SERVICE INC	R	5/05/2020		29.95CR	092154	
	I-90063838	POMP'S TIRE SERVICE INC	R	5/05/2020		247.70CR	092154	
	I-90063934	POMP'S TIRE SERVICE INC	R	5/05/2020		340.91CR	092154	618.56
1246	PREVEA HEALTH							
	I-127219	PREVEA HEALTH	R	5/05/2020		83.25CR	092155	83.25
1973	REINHOLD SIGN SERVICE INC							
	I-39853	REINHOLD SIGN SERVICE INC	R	5/05/2020		90.00CR	092156	90.00
0228	RENT A FLASH OF WISCONSIN INC							
	I-70381	RENT A FLASH OF WISCONSIN INC	R	5/05/2020		909.50CR	092157	909.50
8120	RICHARD SCHOMMER							
	I-202004270526	RICHARD SCHOMMER	R	5/05/2020		130.20CR	092158	130.20
8121	MARY SIEVRIGHT							
	I-202004270527	MARY SIEVRIGHT	R	5/05/2020		412.00CR	092159	412.00
2683	SOMMERS CONSTRUCTION CO INC							
	I-19-06B (3)	SOMMERS CONSTRUCTION CO INC	R	5/05/2020		31,944.94CR	092160	31,944.94
8122	MIKE SPITZER							
	I-202004270528	MIKE SPITZER	R	5/05/2020		186.00CR	092161	186.00
4094	STATE BAR OF WISCONSIN							
	I-5076213	STATE BAR OF WISCONSIN	R	5/05/2020		72.35CR	092162	72.35
7714	STORMWIND LLC							
	I-27889	STORMWIND LLC	R	5/05/2020		1,000.00CR	092163	1,000.00
5701	TOTER LLC							
	I-65640026	TOTER LLC	R	5/05/2020		3,424.11CR	092164	3,424.11
0268	TRUCK EQUIPMENT INC							
	I-897168-00	TRUCK EQUIPMENT INC	R	5/05/2020		72.25CR	092165	72.25
6162	TRUGREEN							
	I-116985282	TRUGREEN	R	5/05/2020		60.00CR	092166	
	I-116986635	TRUGREEN	R	5/05/2020		55.00CR	092166	
	I-116988391	TRUGREEN	R	5/05/2020		55.00CR	092166	
	I-116990218	TRUGREEN	R	5/05/2020		55.00CR	092166	225.00

Attachment: 5-5-2020 VOUCHERS (9504 : Voucher approval.)

4/28/2020 11:31 AM

A / P CHECK REGISTER

PAGE:

7

PACKET: 06312 MAY 2020 COUNCIL - 1 5-5-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3767	VDH ELECTRIC INC							
	I-22335	VDH ELECTRIC INC	R	5/05/2020		700.00CR	092167	
	I-22336	VDH ELECTRIC INC	R	5/05/2020		280.00CR	092167	980.00
3707	VIKING ELECTRIC SUPPLY							
	I-S003539943.001	VIKING ELECTRIC SUPPLY	R	5/05/2020		157.82CR	092168	157.82
5892	VONBRIESEN & ROPER SC							
	I-318746	VONBRIESEN & ROPER SC	R	5/05/2020		110.00CR	092169	110.00
8028	WARNER-WEXEL LLC							
	I-203052	WARNER-WEXEL LLC	R	5/05/2020		113.13CR	092170	
	I-203055	WARNER-WEXEL LLC	R	5/05/2020		45.72CR	092170	158.85
1896	MIKE WESSLEY							
	I-202004270529	MIKE WESSLEY	R	5/05/2020		72.80CR	092171	72.80
7527	WI DEPT OF JUSTICE							
	I-455TIME-0000008719	WI DEPT OF JUSTICE	R	5/05/2020		744.00CR	092172	744.00
6469	WI DOCUMENT IMAGING							
	I-101079	WI DOCUMENT IMAGING	R	5/05/2020		505.18CR	092173	505.18
7350	WI MEDIA							
	I-3237513	WI MEDIA	R	5/05/2020		1,008.85CR	092174	
	I-3250319	WI MEDIA	R	5/05/2020		651.63CR	092174	1,660.48

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	77	0.00	158,638.19	158,638.19
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:	78	0.00	158,638.19	158,638.19

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 5-5-2020 VOUCHERS (9504 : Voucher approval.)

4/28/2020 11:31 AM

A / P CHECK REGISTER

PAGE: 8

PACKET: 06312 MAY 2020 COUNCIL - 1 5-5-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	---------------	---------------	----------	--------	--------------	-----------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	5/2020	102,676.21CR
201	5/2020	334.66CR
208	5/2020	16.01CR
209	5/2020	561.67CR
405	5/2020	37,759.46CR
415	5/2020	4,200.00CR
601	5/2020	13,026.12CR
650	5/2020	64.06CR
=====		
ALL		158,638.19CR

Attachment: 5-5-2020 VOUCHERS (9504 : Voucher approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 5, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
