Common Council

Regular Meeting

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

Agenda

Tuesday, April 16, 2024 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 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 **April 16, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

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

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (312) 757-3117
Access Code: 154-883-285

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

THERE WILL BE A BRIEF SWEARING-IN CEREMONY FOR ELECTED OFFICIALS PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the April 3, 2024 Common Council meeting.
4. Public Hearing on the Amendment of Chapter 14 Zoning Ordinance of the De Pere Municipal Code.

   A. Notice of Public Hearing.

   B. Recommendation from Plan Commission.

   C. Ordinance #24-07 Amending Chapter 14 Zoning Ordinance of the De Pere Municipal Code.
5. Public Hearing to act on the request for a Zoning Map Amendment at Parcel ED-F0081-1, 411 Destiny Drive.

   A. Notice of Public Hearing.

   B. Recommendation from Plan Commission.

   C. Ordinance #24-08 Approving Zoning Map Amendment from PI-1 Neighborhood Public & Institutional District to C Commercial District (Parcel ED-F0081-1, 411 Destiny Drive).

6. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.
7. LifeQuest Ambulance Billing Update on behalf of the Fire Department.
8. Recommendation from the Sustainability Commission to approve operating 2024 Farmers Market Sustainability Booth.
9. Recommendation from the Sustainability Commission to eliminate No Mow May.
10. Recommendation from Finance & Personnel Committee to approve purchase of station alerting system for Fire Department, with additional funding in the amount of $66,141.21 requested from Unassigned Reserves.
11. Recommendation from Finance/Personnel Committee to Approve over-hire of 1 Firefighter for 2024, with additional funding requested from Unassigned Reserves.
12. Recommendation from Finance/Personnel Committee to Approve over-hire of 1 police officer for 2024, with additional funding requested from Unassigned Reserves.
13. Recommendation from the Board of Public Works to deny funding the installation of Left Turn Lanes on Main Avenue at Eighth Street.
14. Recommendation from the Board of Public Works to delay seeking consultant proposals until the Supreme Court rules on the Village of Pewaukee transportation utility.
15. Recommendation from the Board of Public Works on award of Contract 24-02 Ridgeway Drive Pavement Rehabilitation to Kruczek Construction, Inc. in the amount of $1,577,777.77.
16. Recommendation from the Board of Public Works on award of Contract 24-04 Waterview Heights Utility and Street Construction Phase II to Peters Concrete Company in the amount of $1,250,973.25.
17. Recommendation from the Board of Public Works on award of Contract 24-06 Concrete Street Repairs to Sommers Construction Co., Inc. in the amount of $505,177.00.
18. Recommendation from the Board of Public Works on award of Contract 24-09 Prosper Street Ditch Rehabilitation to Champion Excavating LLC in the amount of $59,631.90.
19. Recommendation from the Board of Public Works on award of Contract 24-15 Sewer Televising to Great Lakes TV Seal, Inc. in the amount of $36,555.00.
20. Recommendation from the License Committee on an application for a premises description change submitted by Aurora Rose, LLC (DBA Delights Bakery & Cafe) 143 N. Wisconsin St., Agent Heather Weisspeters, Denmark, WI.
21. Ordinance #24-09 Amending Chapter 150 of the De Pere Municipal Code regarding Traffic Regulations (Section 150-23 Schedule G Parking).
22. Resolution #24-34 Authorizing Installment Payments of Sidewalk Repair or Replacement Expenses in Excess of $1,000 Ordered under Wis. Stat. §66.0907.
23. Resolution #24-35 Approving State/Municipal Financial Agreement for a State-Let Highway Project (I-41, Southbridge Road).

24. Resolution #24-36 Authorizing Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Scheuring Reservoir Cleaning & Overcoating).

25. Resolution #24-37 Authorizing Agreement for Contractor Services Between the City of De Pere and Greener Bay Compost LLC.

26. Resolution #24-38 Authorizing Acceptance of Grant from Firehouse Subs Public Safety Foundation, Inc. to De Pere Police Department.

27. Resolution #24-39 Approving Affiliation Agreement with Colorado State University System.

28. Appointments and reappointments to Boards and Commissions by Mayor Boyd.

29. Elections by the Common Council.

    A. Alderperson members of the Plan Commission.

    B. President of the Common Council.

30. Future agenda items.

31. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Mathew Litchfield, Mach IV Engineering & Surveying LLC
Heather Weissepeters

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the April 3, 2024 Common Council meeting.**

ATTACHMENTS:

- 4-3-24 Common Council Minutes_draft (PDF)

Common Council

Regular Meeting

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

draft Minutes

Wednesday, April 3, 2024 **7:30 PM** **Council Chambers and Virtual**

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

Attendee Name	Title	Status	Arrived
Dan Carpenter	Alderperson	Present	
Pamela Gantz	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
Devin Perock	Alderperson	Present	
John Quigley	Alderperson	Present	
Dean Raasch	Alderperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the March 19, 2024 Common Council meeting.

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

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

   None.

5. Recommendation from Plan Commission to approve an extraterritorial 2-lot certified survey map at 5038 STH 57 (Greenleaf RD) in Rockland (Parcel R-284).

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

6. Recommendation from the Board of Park Commissioners to accept a donation of time and materials from De Pere High School and De Pere Area Chamber for park projects.

   City Administrator Larry Delo reported that the city has an urban orchards team who will come up with a design for the signage; they will incorporate the city logo.

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

7. Recommendation from the Board of Park Commissioners to approve request from East River Trail Collaborative effort to plant native vegetation.

   Parks Director Marty Kosobucki reported that the city will not allow a prescribed burn, so the contractor will mow the affected areas.

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

8. Recommendation from the License Committee on an application for Change of Agent for Aldi, 1100 Main Ave.

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

9. Recommendation from the License Committee on an application for Change of Agent for the Mulva Cultural Center, 221 S Broadway.

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

10. Consideration and Possible Action on Willems Park Playground.

    A. Approval of Funding including remaining ARPA and Hard Surface Program 2023 Carryover Funds.

    Parks Director Marty Kosobucki reported that staff intends to include poured-in-place surfacing in the budget for future projects.

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

B. Resolution #24-32 Authorizing Agreement for Consulting Services Between the City of De Pere and Lee Recreation, LLC (Modular Playground Equipment Design Specifications and Installation Services - Willems Park).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

11. Consideration and Possible Action regarding Nelson Family Pavilion Grand Opening and related expenses.

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

12. Consideration and Possible Action regarding 2024 Aerial Deer Survey results.

Parks Director Marty Kosobucki reviewed the results of the survey and answered Council members' questions. Police Chief Jeremy Muraski reported that De Pere typically sees four to five deer/vehicle crashes per year, which is lower than neighboring communities. He pointed out that with our lower speed limits, we typically do not see injuries in these crashes. Discussion followed regarding the range of numbers identified in the survey, the timing between the surveys conducted by De Pere and Allouez, and the various options and costs for addressing the size of the herd if the city decides to take action. Director Kosobucki agreed to provide communication on social media with reminders not to feed deer, and information on landscaping plants that they don't like to eat. Council members agreed to accept the report, with no action being taken at this time.

RESULT:	**NO ACTION**

13. Discussion and Possible Action on recruitment process for City Administrator replacement.

Human Resources Director Shannon Metzler reviewed the options for the recruitment process that were provided in the packet. She also noted that Council members and community groups will have input in the process. After discussion, Council members agreed to approve Option 1B: obtaining proposals directly from recruitment firms without a formal RFP (request for proposal).

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

14. Future agenda items.

None.

15. Adjournment.

Alderperson Ledvina moved, seconded by Alderperson Quigley to adjourn the meeting at 8:07 PM.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing on the Amendment of Chapter 14 Zoning Ordinance of the De Pere Municipal Code.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice _Zoning Ordinance and Map Updates_4-16-24 mtg_Class 2 (PDF)

Publish: March 29, 2024 and April 5, 2024 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, April 16, 2024** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the following: Resulting from a quarterly review, 21 updates to Chapter 14 De Pere Municipal Code regarding the Zoning Ordinance.

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A copy of the spreadsheets with the proposed updates to the Chapter 14 Zoning Ordinance and Official Zoning Map are available online at https://www.deperewi.gov/department/photos/index.php?structureid=124 or by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 26th day of March, 2024.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**B. Recommendation from Plan Commission.**

On March 26, 2024, Plan Commission unanimously recommended approval of the Zoning Ordinance amendments by a vote of 6-0.

ATTACHMENTS:

- Zoning Ordinance Memo for CC - 1st Qtr 2024 - 16 Apr 2024 (DOCX)
- Zoning Ordinance Memo for PC - 1st Qtr 2024 - 25 Mar 2024 (DOCX)

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Common Council Members
From: Peter Schleinz, Senior Planner | Zoning Administrator
Date: April 16, 2024

RE: **Recommendation from Plan Commission to approve the amendment of Chapter 14 Zoning Ordinance of the De Pere Municipal Code.**

Summary:
The Common Council approved a new Zoning Ordinance and new Official Zoning Map on December 20, 2022, which became effective on January 1, 2023. The new Zoning Ordinance and Official Zoning Map were designed to have a quarterly review for potential revisions and updates. This is the first of the year 2024 quarterly updates.

Potential Revisions and Updates:
To maintain transparency with Plan Commission, Common Council, and the public, the attached document redlines the potential revisions to the Zoning Ordinance and Zoning Map. Staff proposals include 21 Zoning Ordinance revisions and zero Zoning Map revisions.

Plan Commission Recommendation:
On March 25, 2024 Plan Commission recommended that Common Council approve the amendments to the Zoning Ordinance.

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Plan Commission Members
From: Peter Schleinz, Senior Planner | Zoning Administrator
Date: March 25, 2024

RE: **Consideration and possible action for first quarter 2024 revisions to Municipal Code Chapter 14 (Zoning Ordinance).***

Summary:
The Common Council approved a new Zoning Ordinance and new Official Zoning Map on December 20, 2022, which became effective on January 1, 2023. The new Zoning Ordinance and Official Zoning Map were designed to have a quarterly review for potential revisions and updates. This is the first of the year 2024 quarterly updates.

Potential Revisions and Updates:
To maintain transparency with the Plan Commission, Common Council, and the public, the attached document redlines the potential revisions to the Zoning Ordinance and Zoning Map. Staff proposals include 20 Zoning Ordinance revisions and zero Zoning Map revisions.

Plan Commission Recommendations:
Approve the revisions to the Zoning Ordinance, Municipal Code Chapter 14, and forward the revisions to Common Council for a final decision.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**C. Ordinance #24-07 Amending Chapter 14 Zoning Ordinance of the De Pere Municipal Code.**

ATTACHMENTS:

- Ord24-07 (PDF)
- Zoning Ordinance-First Quarter Amendments (PDF)

ORDINANCE #24-07

AMENDING CHAPTER 14 ZONING ORDINANCE OF THE DE PERE MUNICIPAL CODE

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding amendments to Chapter 14 (Zoning Ordinance) of the City of De Pere Municipal Code, and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed amendments to Chapter 14 (resulting from a quarterly review), a public hearing having been held on the 16th day of April, 2024 at 7:35 p.m. and the Common Council having heard all interested parties, their agents and/or attorneys;

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

Section 1. Chapter 14 – ZONING ORDINANCE shall be amended as attached hereto and incorporated herein by reference.

Section 2. That all other ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall take effect upon passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee/Commission Approval: 03/26/2024
Publication Date: _____

Redlined Revisions for Zoning Ordinance
Plan Commission Review March 25, 2024
Common Council Decision April 16, 2024

Section 14-21(8)

(8) Average Setback Reductions

A residential principal building setback regulation may be reduced ~~W~~when at least 50% of the neighborhood, as defined as all residential principal buildings within 300 feet of the subject parcel, is built up with residential principal buildings.~~, t~~ The front setback, rear setback, and interior side setback regulations ~~requirements~~ for new buildings shall be equal to the average of the existing residential principal buildings, except that any existing residential principal building set back 30% more or less than the average may be discounted from the formula.

Section 14-31 Table 3-2 and Section 14-34 Table 3-4

TABLE 3-2 — X DISTRICT BUILDING TYPES

Building Type	Districts					Regulations
	MX1	MX2	MX3	GX1	GX2	
	● = permitted | – = prohibited					
Storefront	●	●	●	–	–	14-33
Commercial Manor	–	●	●	●	●	14-34
Commercial Center	–	–	●	–	–	14-35
General Building	–	–	–	●	●	14-36
Row Building	–	–	–	●	●	14-37
Civic Building	–	●	●	●	●	14-38

TABLE 3-4 — COMMERCIAL MANOR BUILDING REGULATIONS

	DISTRICTS		REFERENCES
	MX2	~~GX2~~ GX	
(a) Building Siting			

Section 14-41 Table 4-2 Footnote [1]

[1] Required when abutting a residential district within the City of De Pere. Also required when a BP or I District is within 150 feet of a residential district within the City of De Pere when a public trail or a public storm water facility is positioned between the subject parcel and the abutting residential district.

Section 14-53(3)(c)

(c) Lot and Building Regulations

1. ~~Transitional Areas~~Lot and Building Regulations

The size, location, and design of all buildings, structures, activity areas and other site improvements ~~located within 150 feet of the boundary of any abutting R zoning district, are subject to the abutting R district's lot and building regulations~~ governed by the approved conditional use or master plan, except that no minimum lot area or lot width requirements apply in the PI-2 district. If the approved master plan does not identify a required regulation, then the zoning administrator is authorized to establish the regulation on the basis of (1) a similar use determination; (2) data provided by the applicant; (3) other information available to the zoning administrator.

~~2. Interior Site Areas~~

~~Areas of an PI-2 zoned site located more than 150 feet from the boundary of an abutting R zoning district are governed by the regulations approved at the time of conditional use or institutional master plan approval, whichever is applicable. Institutional master plans and conditional use applications must include the applicant's detailed description of the regulations proposed to be used.~~

Section 14-70 Table 7-1 (Community Garden)

TABLE 7-1 — PRINCIPAL USE TABLE

USE CATEGORY / Use Subcategory / Specific Use Type	Districts: Residential R1	R2	RM-1	RM-2	Mixed-Use MX1	MX2	MX3	GX1	GX2	Commercial & Employment O	C	BP-1	BP-2	I	Special [1] AG	PI-1	PI-2	Definition & Regulations
Sexually Oriented Business	–	–	–	–	–	–	–	–	–	–	–	–	–	©	–	–	–	14-73(14)
Sports & Recreation, Participant																		
Indoor	–	–	–	–	●	●	●	–	–	–	●	©	©	©	–	–	–	14-73(15)
Outdoor	–	–	–	–	–	–	●	–	–	–	●	©	©	©	–	–	–	14-73(15)
Vehicle Sales and Service																		
Fueling Station	–	–	–	–	–	–	●	–	–	–	●	●	●	–	–	–	–	14-73(16)
Vehicle Sales	–	–	–	–	●	●	–	–	–	–	●	–	–	–	–	–	–	14-73(16)
Vehicle Rental	–	–	–	–	●	–	–	–	–	–	●	–	–	–	–	–	–	14-73(16)
Vehicle Maintenance & Repair, Minor	–	–	–	–	–	●	●	–	–	–	●	●	●	●	–	–	–	14-73(16)
Vehicle Maintenance & Repair, Major	–	–	–	–	–	–	–	–	–	–	●	–	●	●	–	–	–	14-73(16)
INDUSTRIAL																		
Fabrication and Production																		
Artisan	–	–	–	–	●	●	●	–	–	–	●	●	●	●	●	–	–	14-74(1)
Low-Impact	–	–	–	–	–	–	●	–	–	–	●	●	●	●	–	–	–	14-74(1)
Moderate-Impact	–	–	–	–	–	–	–	–	–	–	–	©	●	●	–	–	–	14-74(1)
High-Impact	–	–	–	–	–	–	–	–	–	–	–	–	©	●	–	–	–	14-74(1)
Industrial Service	–	–	–	–	–	–	–	–	–	–	–	–	●	●	–	–	–	14-74(2)
Storage, Distribution and Wholesaling																		
Trucking & Transportation Terminal	–	–	–	–	–	–	–	–	–	–	–	–	●	●	–	–	–	14-74(3)
Warehouse	–	–	–	–	–	–	–	–	–	–	●	●	●	●	–	–	–	14-74(3)
Warehouse, Mini (Self-Storage)	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	
Wholesale Sales and Distribution	–	–	–	–	–	–	–	–	–	–	●	●	●	●	–	–	–	14-74(3)
Junk or Salvage Yard	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	14-74(4)
RECYCLING																		
Composting, Yard Waste	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	●	–	
Construction/Demolition Debris	–	–	–	–	–	–	–	–	–	–	–	–	–	●	–	–	–	14-75(2)
Consumer Material Drop-off	–	–	–	–	–	–	–	–	–	–	–	–	●	●	–	–	–	14-75(3)
Consumer Material Processing	–	–	–	–	–	–	–	–	–	–	–	–	●	●	–	–	–	14-75(4)
AGRICULTURAL																		
Community Garden	●	●	●	●	●	●	●	●	●	–	–	–	–	–	●	●	●	14-76(1)
Animal Agriculture	–	–	–	–	–	–	–	–	–	–	–	–	–	–	●	–	–	14-76(2)
Crop Agriculture	–	–	–	–	–	–	–	–	–	●	●	●	●	●	●	–	–	14-76(3)
ACCESSORY																		
Backyard Cottage	●	●	●	●	–	–	–	–	–	–	–	–	–	–	–	–	–	14-27

KEY: ●=permitted by right | ◓=permitted only above ground-floor | ©=conditional use | –=prohibited

[1] Uses allowed in CON (Conservancy) district are listed in 14-52

Section 14-73(4)(d)

(d) Other Service

Uses that provide janitorial, carpet cleaning, extermination, plumbing, electrical, window cleaning, contractor warehouses, and similar maintenance services.

1. When new multi-units are constructed, or when a use changes to Other Service, each unit must have its own fully constructed restroom and office prior to the issuance of new occupancy permits. A stubbed-out restroom is not considered fully constructed.

Section 14-73(9)(d)

(e) Short-Term Rental

A residential dwelling that is offered for rent for a fee for fewer than 29 consecutive days. Short-term rentals in R1 and R2 districts may not offer more than one rental stay in 7 consecutive days~~or fewer than 7 consecutive days~~. In all other districts, the minimum rental period is one day.

Section 14-75(4)

(4) Consumer Material Processing

Establishments that receive and process consumer recyclable commodities for subsequent use in the secondary market. The processing of commodities occurs inside a building only, not outside.

Section 14-81 Table 8-1 (Landscaping Materials and Supplies)

TABLE 8-1 — PARKING RATIOS	
USE CATEGORY **Use Subcategory** Specific Use Type	**Minimum Number of Motor Vehicle Parking Spaces Required** (see 14-84 for more information on bicycle parking)
Bed & Breakfast	2 + 1 per guest room
Short-term Rental	As required for type of residential dwelling unit
Hotel/Motel	1 per guest room + plus spaces required for any restaurant or conference space
Medical Service	1 per employee + 1 per 400 sf
Office	1 per 400 sf
Parking, Non-accessory	No minimum
Retail Sales	
Convenience Goods	1 per 400 sf
Consumer Shopping Goods	1 per 400 sf
Building Materials & Supplies	1 per 800 sf
Sexually Oriented Business	1 per employee + 1 per 200 sf
Sports & Recreation, Participant	1 per 2 employees + 1 per 400 sf
Vehicle Sales and Service	
Fueling Station	1 per 2 employees + 1 per 400 sf
Vehicle Sales	1 per employee + 1 per 600 sf of indoor sales, rental/customer service area
Vehicle Rental	
Vehicle Maintenance & Repair, Minor	1 per 2 employees + 2 per service bay (see also 14-88)
Vehicle Maintenance & Repair, Major	
INDUSTRIAL	
Fabrication and Production	1 per 1.5 employees
Industrial Service	1 per 1.5 employees
Storage, Distribution and Wholesaling	1 per 1.5 employees
Junk or Salvage Yard	1 per 1.5 employees
RECYCLING	
Composting, Yard	No minimum
Construction/Demolition Debris	1 per 1.5 employees
Consumer Material Drop-off	1 per 1.5 employees
Consumer Material Processing	1 per 1.5 employees
Landscape Materials and Supplies	**Per 14-82(6)**
AGRICULTURAL	
Crop Agriculture	No minimum
Animal Agriculture	No minimum
Community Garden	No minimum
OTHER	
Drive-in/Drive-through Service	As required for principal use + stacking spaces per 14-88
***DU = dwelling unit | sf = square feet**	

Section 14-85(2)(b)

(b) Location. Off-site parking areas must be located within 500 feet of the use served by such parking, measured between the nearest ~~pubic entrance door~~ parcel of the use to be served and the outer perimeter of the furthest parking space within the off-site parking lot. Off-site parking lots are allowed only in zoning districts that permit non-accessory parking or that allow the principal use to be served by the off-site parking spaces.

Section 14-14-91(2)(a)

(a) Simplicity of Surface Materials

At least 60% of each building, not including window and door areas, must be faced of a single major material. See Figure 9-1. However, recessed front facing building facades that are setback more than 200 feet from the front facing building facade are not required to use major materials.

NEW Section 14-14-91(6)

(6) Metal Façade Materials

(a) Concealed and Exposed Fasteners. All metal facade materials, major and minor, must use concealed fasteners. However, metal minor facade materials and accessory buildings may use exposed fasteners if the following conditions are met:

1. In the BP District and the I district on the rear façade.
2. In the I District on side facades with 35% ground level brick, masonry, or stone.
3. On any facade of an accessory building that is defined in 14-91(5).

(b) Smooth metal panels. Smooth metal panels may be used as an architectural element or feature. Metal panels on full walls must be textured to have the appearance of masonry.

Section 14-91 Table 9-1 (Metal)

TABLE 9-1 — ALLOWED MAJOR FACADE MATERIALS

	MAJOR FACADE MATERIAL (alphabetical)	DISTRICTS X, P	RM	O	C	BP, I
A	Brick full dimensional, unit, face brick	●	●	●	●	●
	Brick economy size; or thin, veneer	-	-	●	●	●
B C	Concrete Masonry Units architectural, minimum 3" depth, "artisan stone" look, varied sizes, (Eschelon Masonry or approved equal), "stone" face, "hewn stone", rock cut	●	●	●	●	●
	Concrete Masonry Units minimum 3" depth, split-faced, burnished/ground face, glazed, or honed, painted/tinted/textured tilt-up concrete	-	-	●	●	●
D	Fiber Cement Board finished lap siding or shingles	● Commercial Manor & Row Building only	●	-	-	-
E	Glass curtain wall system	● except Commercial Manor & Row Building	●	●	●	●
	Metal metal ~~architectural~~ panel system with 35% ground level brick, approved concrete masonry units, or stone	●	-	-	-	●
	Stone natural veneer	●	●	●	●	●
F	Wood painted, stained, or treated lap siding, shingles	● Commercial Manor & Row Building only	●	-	-	-

KEY: ● = allowed

Section 14-91 Table 9-1 (Metal, Metal Siding, Metal Corten)

TABLE 9-2 — MINOR FACADE MATERIALS

All allowed major facade materials may be used for minor facade materials, unless otherwise listed as prohibited in Table 9-4.

	MINOR FACADE MATERIAL (alphabetical)	Allowed on Buildings in these Districts	Allowed Facades	Maximum Amount on each Facade
	Brick, Economy economy size; or thin, veneer	All	Non-street facades only	100%
	Concrete Surfaces textured unfinished	BP, I districts only	All	30%
	Concrete Surfaces finished stained, painted, treated	All	O, C, BP, I districts: all facades All other districts: below first floor only	30%
	Concrete Masonry Units minimum 3" depth, split-faced, burnished/ ground face, glazed, or honed,	All except Commercial Manor	Non-street facades only; In & I districts, all facades	100%
G	**Fiber Cement Board, Composite** finished panels	All	All, except a major material is required at grade up to 2 feet and adjacent to entrances	30%
	Glass curtain wall system	All except Commercial Manor	All	30%
	Glass Block	All except Commercial Manor	Non-street facades only	20%
H	**Metal** metal ~~architectural~~ panel system	MX1, GX1, BP, I only	All, except a major material is required at grade up to 2 feet and adjacent to entrances	30%
	Metal, Composite aluminum composite materials (ACM) or panels (ACP)	MX1, GX1, O, BP, I, P only	Non-street facades only	30%
	Metal Siding coated siding ~~with concealed fasteners~~	BP, I only	Rear facades only	100%
I	**Metal, Corten** panels or panel systems, ~~not ribbed or corrugated~~	MX1, GX1, O, BP, I, P only	All	30%
J	**Stucco** cement-based, 2- 3 layer hard coat	All	Only 3rd or higher stories all facades	30%
	Stucco synthetic or with elastomeric finishes	All	Only 3rd or higher stories all facades	30%
	Terra Cotta or Ceramic tiles or panels	All	All	20%
K	**Translucent Panel System** double-wall, polycarbonate panels	All except Commercial Manor	All	20%
	Vinyl Siding minimum 0.42 inches thick	Allowed only on Row Building	All	30% of street facade, 100% on other facades
L	**Wood** natural, aged lap siding, shingles, rain-screen system	All	All	30%
M	**Wood, Composite** rainscreen system	All	All	30%

Section 14-111 Table 11-4 (Canopy, Marquee, Menu Board)

TABLE 11-4 — SIGN REGULATIONS: MIXED-USE DISTRICTS

Sign Type	Zoning District	Max. Number Per Street Frontage	Maximum Height (ft.)	Maximum Area (sq. ft.)	Minimum Clearance	Minimum Setback (ft.)	Allowed Illumination
Art	MX1, MX2, GX1	1	8	40	NA	5	External, backlit, internal
	MX3, GX2		10	70			
Awning	MX1, MX2, GX1	1 per tenant	20, but not higher than bottom of 2nd floor window	1 per linear foot of frontage, not to exceed 30	7	NA	External, backlit
	MX3, GX2			1 per linear foot of frontage, not to exceed 60			
Business Center	MX1, MX2, GX1	1	6	80	NA	5	External, backlit
	GX2			160			
	MX3						External, backlit, EMS
Canopy	MX1, MX2, GX1	1 per tenant	20, but not higher than bottom of 2nd floor window	1 per linear foot of frontage, not to exceed 30	7	~~7~~ NA	External, backlit
	MX3, GX2			1 per linear foot of frontage, not to exceed 60			
Electronic Message	MX3, GX2	Allowed only as part of a Business Center, Marquee, or Monument sign face. Regulations of subject sign type govern number, height, dimensions, setbacks etc.,					EMS
Marquee	MX1, MX2, GX1	1 per tenant	20, but not higher than bottom of 2nd floor window	1 per linear foot of frontage, not to exceed 30	7	~~7~~ NA	External, backlit, EMS
	MX3, GX2			1 per linear foot of frontage, not to exceed 60			
Menu Board (drive through)	MX2, MX GX1, GX	1 per drive through lane + 1 menu preview board per menu board	8	40 menu board, 15 menu preview board	NA	10	External, backlit, digital/ monitor
Monument	MX1, MX GX1	1	6	30	NA	5	External, backlit, EMS
	MX3, GX2	1		50			
Pole	MX3, GX2	1	15	50	10	10	External, backlit
Projecting	MX1, MX2, MX3, GX1, GX2	1 per first floor tenant with street frontage. Upper floors may share 1 sign per building.	20, but not higher than bottom of 2nd floor window	8	7	NA	External, backlit
Sandwich Board	MX1, MX2, MX3, GX1, GX2	1	4 (2 foot max. width)	8	NA	0 (see 14-113(10))	None
Wall	MX1, MX2, GX1	1 per tenant on first floor with street frontage	20; higher by plan commission approval	25 (each sign) or 1 per linear foot of frontage (each sign), not to exceed 50	NA	NA	External, backlit, Internal if lettering only
	MX3, GX2		Below parapet, 20 if no parapet exists	25 (each sign) or 1.5 per linear foot of frontage (each sign), not to exceed 75			External, backlit, internal
Window	MX1, MX2, MX3, GX1, GX2	1 per street fronting window (2 window signs maximum)	NA	30% of 1st floor street fronting window area	NA	Inside window only	None
Interior (visible from ROW)	MX1, MX2, MX3, GX1, GX2	1 per street fronting window (2 interior signs maximum)	NA	30% of 1st floor street fronting window area	NA	5 (from interior of window)	NA

Section 14-111 Table 11-5 (Menu Board)

TABLE 11-5 — SIGN REGULATIONS: OFFICE AND COMMERCIAL DISTRICTS

Sign Type	Zoning District	Max. Number Per Street Frontage	Maximum Height (ft.)	Maximum Area (sq. ft.)	Minimum Clearance	Minimum Setback (ft.)	Allowed Illumination
Art	O, C	1	10	100	NA	5	External, backlit, internal
Awning	O, C	1 per tenant	20, but not higher than bottom of 2nd floor window	2 per linear foot of frontage, not to exceed 200	7	NA	External, backlit, internal
Business Center	O, C	1 total per property	20	200	None or 7	5	External, backlit, EMS
Canopy	O, C	1 per tenant	20, but not higher than bottom of 2nd floor window	2 per linear foot of frontage, not to exceed 200	7	NA	External, backlit, internal
Electronic Message	O, C	Allowed only as part of a Business Center, Marquee, or Monument sign face. Regulations of subject sign type govern number, height, dimensions, setbacks etc.,					EMS
Marquee	O, C	1 per tenant	20, but not higher than bottom of 2nd floor window	2 per linear foot of frontage, not to exceed 200	7	NA	External, backlit, internal, EMS
Menu Board (drive through)	C	1 per drive through lane + 1 menu preview board per menu board	8	40 menu board, 15 menu preview board	NA	10	External, backlit, digital/ monitor
Monument	O, C	1	8	75	NA	5	External, backlit, internal, EMS
Pole	C	1 total per property	20	100	10	10	External, backlit, internal
Wall	O, C	1 per tenant on first floor with street frontage	Below parapet, 20 if no parapet exists	2 per linear foot of frontage, not to exceed 150, or 250 if 200 ft. from ROW, or 350 if 500 ft from ROW, or 450 if 750 ft from ROW [1]	NA	NA	External, backlit, internal
Window	O, C	1 per street fronting window (2 window signs maximum)	NA	30% of 1st floor street fronting window area	NA	Inside window only	None
Interior (visible from ROW)	O, C	1 per street fronting window (2 interior signs maximum)	NA	30% of first floor street fronting window area	NA	5 (from interior of window)	NA

[1] Distance measured from wall sign to the nearest street fronted travel lane or highway fronted travel lane.

Section 14-113(2)(k)

(k) Lettering or logos must be painted or otherwise permanently affixed ~~in letters not exceeding 20 inches in height~~ on the front and side portions of an awning or canopy.

Section 14-125(5)

(5) Minor Design Exceptions

During the site plan review process, the zoning administrator is authorized to approve the following as minor design exceptions to the regulations of Article II, Article III, Article IV, Article V, Article VIII, or Article IX, based on consideration of the general intent statement of 14-125(2):

Section 14-125(5)(j)

(j) Other Defined Minor Exceptions. Modify Building type regulations and design regulations of Article II, Article III, Article IV, Article V, Article VIII, or Article IX that are expressly identified as eligible minor design exceptions within the text of this zoning ordinance.

Section 14-125(6)(a)

(a) The plan commission is authorized to approve requests for relief from strict compliance with the regulations of Article II, Article III, Article IV, Article V, Article VIII, or Article IX that are not expressly authorized for processing as minor design exceptions and to hear and decide appeals of the zoning administrator's decision on any minor design exception.

Section 14-163(19)

Sign, Menu Preview Board. A sign that is located on the site of an allowed drive-through use that is usually smaller than a menu board.

-end-

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing to act on the request for a Zoning Map Amendment at Parcel ED-F0081-1, 411 Destiny Drive.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice _Zoning Map Amendment_Destiny Dr_4-16-24 mtg_Class 2 (PDF)

Publish: March 29, 2024 and April 5, 2024 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, April 16, 2024** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request for a zoning map amendment at the following property:

Parcel ED-F0081-1, 411 Destiny DR, approximately 0.0 feet northwest from the Destiny DR and Profit PL intersection, from PI-1 (Neighborhood Public & Institutional District) to C (Commercial District).

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A map of the proposed zoning map amendment is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 26th day of March, 2024.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**B. Recommendation from Plan Commission.**

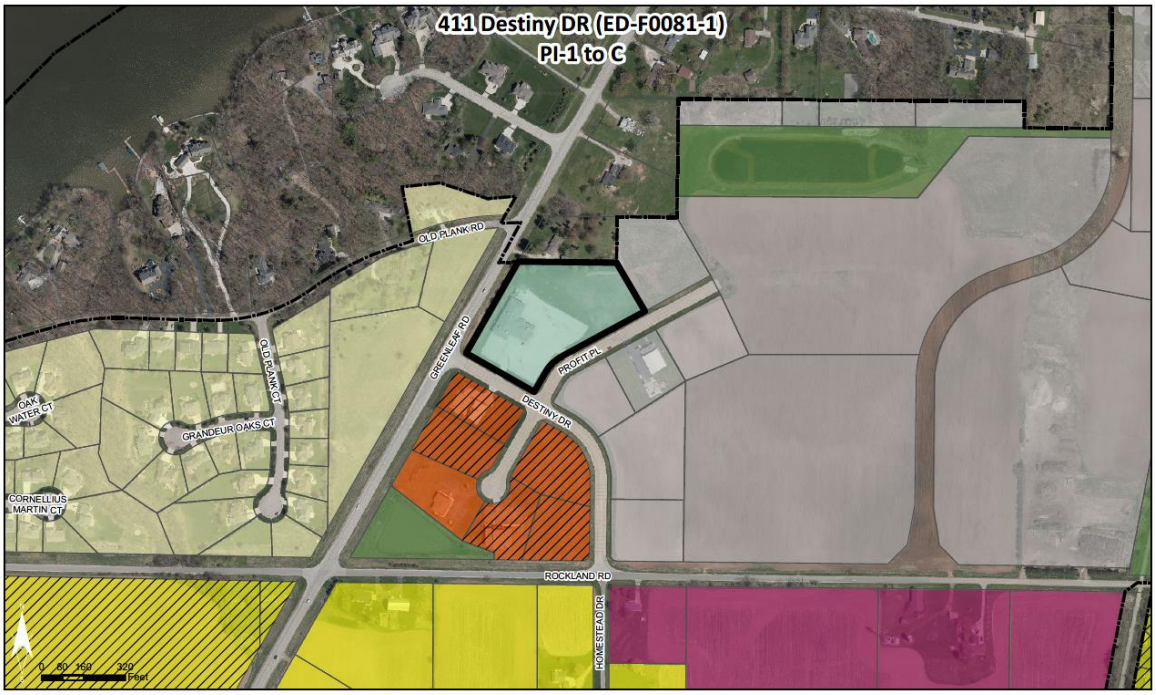
On March 26, 2024, Plan Commission unanimously recommended approval of the zoning map amendment by a vote of 6-0.

ATTACHMENTS:

- PC Report - Zoning Map Amendment (DOCX)
- Zoning Map Amendment - 411 Destiny DR (PDF)
- Legal Description from Applicant (DOCX)
- Application Form (PDF)

Item 6: Consideration and possible action for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to C (Commercial District) at 411 Destinty DR (Parcel ED-F0081-1).*

SITE MAP



REQUESTED ACTION: Zoning Map Amendment Request.

COMMON DESCRIPTION: 411 Destiny DR, located northwest from the Destiny DR and Profit PL intersection.

SURROUNDING LAND USES: Town of Ledgeview Residential to the north.
Business Park (C) to the south.
Business Park (BP-1) to the east.
Residential (R1-80) to the west.

COMPREHENSIVE PLAN: Commercial.

APPLICANT / OWNER:

<u>Authorized Representative</u>
Mathew Litchfield
Mach IV Engineering & Surveying LLC
2260 Salscheider CT
Green Bay, WI 54313

<u>Property Owner</u>
Destiny Church INC
411 Destiny DR
De Pere, WI 54115

LAND USE HISTORY: After review of air photographs, the parcel was developed for religious and non-secular assembly in the 1990's.

STAFF REVIEW: When reviewing a zoning map amendment request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Comprehensive Plan

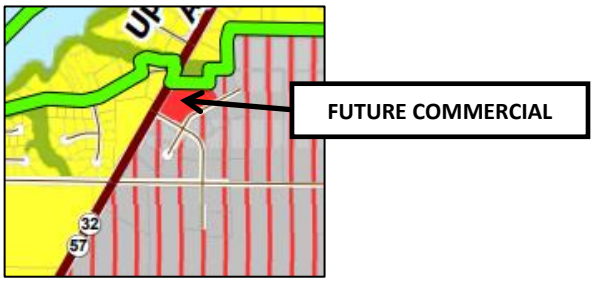
The 2010 Comprehensive Plan Update text and the Future Land Uses Map (Figure 2-6) identifies the future use as "Commercial." The existing religious and non-secular assembly use is permitted in both the PI-1 District and the C District. A proposed eating and drinking place – restaurant use with an accessory drive-in/drive-through service use is prohibited in the existing PI-1 District and is permitted in the proposed C District. The commercial use complies with the 2010 Comprehensive Plan Update.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update reflects the following:

- De Pere city limits to the north.
- Future 'Business Park' to the south and east
- Future 'Neighborhood Residential (Including Multi-Family)' to the west.

CLIP FROM FUTURE LAND USE MAP



Desired Development Patterns

If the Zoning Map remains unchanged as PI-1 then 11 residential, public and civic, commercial, industrial, recycling, and agricultural uses are permitted with 1 conditional use. If the Zoning Map is amended from PI-1 to C, then 43 residential, public and civic, commercial, industrial, recycling, and agricultural uses are permitted with 6 conditional uses.

The site is vehicle accessible with street frontage on Destiny DR and Profit PL. There are not developed sidewalks along the highway or in the business park, directed by the City. Destiny DR connects to Greenleaf RD to the west and the proposed Southern Bypass to the south.

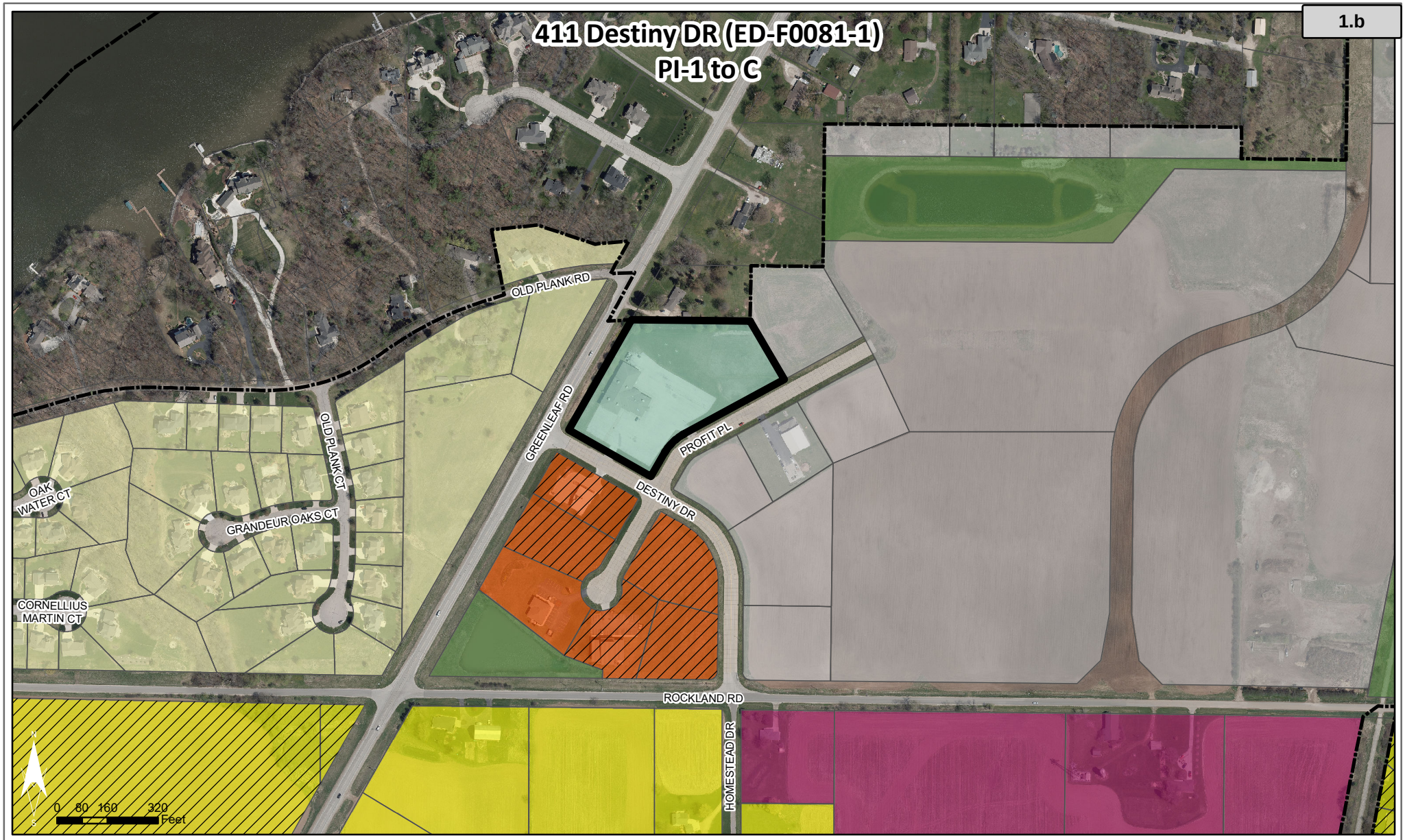
NEIGHBOR OUTREACH

All property owners within 300 feet of the subject area have been notified of the application via mail. Staff received one phone call with questions about the rezoning as of the date this report was written.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to C (Commercial District) at 411 Destinty DR. A zoning map amendment must comply with the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.



DE PERE
RUNS DEEPER

Zoning Map Amendment Detail (Draft For Review - March 2024)

- Parcels
- Pre-Existing PDD (Prior to Jan 1, 2023)
- A:Agricultural
- R1-80: Single-Dwelling Detached
- R1-60: Single-Dwelling Detached
- R1-45:Single-Dwelling Detached
- R2-60: Two-Unit
- R2-45: Two-Unit
- RM-1: Multi-Unit Districts
- RM-2 Multi-Unit Districts
- MX1: Downtown Mixed-Use District
- MX2: Neighborhood Mixed-Use District
- MX3: Corridor Mixed-Use District
- GX1: Office-Residential Mix District
- GX2: Neighborhood Office-Residential
- O: Office
- C: Commercial
- BP-1: Business Park 1
- BP-2:Business Park 2
- I: Industrial
- CON: Conservancy
- PI-1: Neighborhood Public & Institutional District
- PI-2: Campus Public & Institutional District

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.

Data Source

PROPERTY DESCRIPTION FOR ZONING MAP AMENDMENT PURPOSES

PARCEL ED-F0081-1

ALL OF LOT 1 OF VOLUME 39, CERTIFIED SURVEY MAPS, PAGE 175, BEING PART OF THE SOUTHWEST ¼ OF THE WEOUTHEAST ¼ OF SECTION 23, T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

Planning/Zoning Application

Planning & Zoning Department

Submitted On:
Feb 19, 2024, 12:07PM EST

Parcel Number: (Include ALL parcels)	ED-F0081-1
Nearest property address to the project site:	**Street Address:** 411 Destiny Drive **City:** De Pere **State:** WI **Zip:** 54313
Check each project type that is being applied for:	Zoning Map Amendment (Rezoning)
Current De Pere Zoning Districts:	PI-1
Proposed De Pere Zoning Districts:	C
Existing Site Land Uses:	Public & Civic
Proposed Site Land Uses:	Public & Civic
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	**First Name:** Caleb **Last Name:** Hayes
Is the property owner's address the same as the nearest property address?	Yes
Property Owner's Phone Number:	920-309-1037
Property Owner's Email Address:	caleb@calebhayes.com
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	**First Name:** Mathew **Last Name:** Litchfield
Authorized Representative's Business Name:	Mach IV Engineering & Surveying, LLC
Authorized Representative's Phone Number:	920-569-5765

Authorized Representative's Email Address:	mlitchfield@mach-iv.com 1.d
Please attach an EXHIBIT MAP with the zoning boundary.	2109-01-23 Eng.pdf
Please attach a WORD DOCUMENT with the boundary legal description.	Boundary Description.docx
How do you plan on paying for your application?	Online with a credit card
Total Due:	$350.00
Signature Data	First Name: Mathew Last Name: Litchfield Email Address: mlitchfield@mach-iv.com Signed at: February 19, 2024 11:04am America/New_York
User's Session Information	IP Address: 69.129.142.130 Referrer URL:

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**C. Ordinance #24-08 Approving Zoning Map Amendment from PI-1 Neighborhood Public & Institutional District to C Commercial District (Parcel ED-F0081-1, 411 Destiny Drive).**

ATTACHMENTS:

- Ord24-08 (PDF)

ORDINANCE #24-08
APPROVING ZONING MAP AMENDMENT FROM PI-1 NEIGHBORHOOD PUBLIC & INSTITUTIONAL DISTRICT TO C COMMERCIAL DISTRICT
(Parcel ED-F0081-1; 411 Destiny Drive)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification and Zoning Map amendment for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and Zoning Map amendment and, pursuant thereto, a public hearing having been held on the 16th day of April, 2024 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property:

ED-F0081-1:

All of Lot 1 of Volume 39, Certified Survey Maps, Page 175, Map No. 5958, recorded as Document No. 1708076, Brown County Records, being part of the Southwest ¼ of the Southwest ¼ of Section 23, Township 23 North, Range 20 East, in the City of De Pere, East side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of PI-1 Neighborhood Public & Institutional District to C Commercial District as set forth in and regulated by the provisions of Chapter 14, Article IV Commercial and Employment Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-73 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. All other ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/26/2024
Publication Date: _____
Effective Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**LifeQuest Ambulance Billing Update on behalf of the Fire Department.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Sustainability Commission**
FROM:	**Chase Kuffel**
SUBJECT:	**Recommendation from the Sustainability Commission to approve operating 2024 Farmers Market Sustainability Booth.**

The Sustainability Commission at the April 9, 2024 meeting approved operating 2024 Farmers Market Sustainability Booth and moved to send it to the Common Council for approval. The motion passed with a 6-0 vote.

ATTACHMENTS:

- 2024 0312 CI_SC_Farmers_Market (PDF)

CITY OF DE PERE
MEMO

To: Alderperson John Quigley
Members of the Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: March 12, 2024

RE: **Consideration and possible action on 2024 Farmers Market Booth***

The intent of this item is for the Sustainability Commission to determine if they wish to participate in the 2024 Farmers Markets held by Definitely De Pere. Staff has reached out to Definitely De Pere and they are excited to have the Commission participate again in 2024. The Commission will need to provide what dates (once per month) they plan to attend.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Sustainability Commission**
FROM:	**Chase Kuffel**
SUBJECT:	**Recommendation from the Sustainability Commission to eliminate No Mow May.**

The Sustainability Commission at the April 9, 2024 meeting approved eliminating No Mow May and moved to send it to the Common Council for approval. The motion passed with a 4-2 vote.

The intent of this memo is to have discussion with the Commission on whether the City should pursue "No Mow May" for 2024.

The Commission and City Council approved resolutions in 2021, 2022, and 2023 for "No Mow May" allowing property owners not having to mow their properties if they chose to participate. Those that participated were to sign up with the City and receive a "No Mow May" sign to install in their yard. The City had approximately 140 property owners in 2021, approximately 285 property owners in 2022, and 158 property owners in 2023 register to participate. There was a lot of positive feedback regarding the program as well as negative feedback over the past three years. Moving forward we need to discuss what worked well and where we need improvements if we choose to do this in 2024.

Also, in 2022 and 2023 the City collaborated with the City of Green Bay to do a public campaign educating the communities in regards to the benefits of "No Mow May". It would be staff's intent to collaborate with the City of Green Bay in 2024.

Staff has drafted the attached resolution for your consideration.

No Mow May was partially discussed during the March meeting and those notes are available in the March 12, 2024 Minutes included with this packet.

ATTACHMENTS:

- Reso24-33 (if acted upon by Common Council) (PDF)
- 2024 No Mow May Resolution-Draft Submitted to Sustainability Commission (DOCX)

RESOLUTION #24-33
RECOGNIZING “NO MOW MAY” 2024

WHEREAS, pursuant to Resolution #21-39, the City of De Pere established and implemented “No Mow May” to actively promote and educate the community about the critical period of pollinator emergence and early spring foraging opportunities, to create or expand pollinator-friendly habitat on public and private land, and to encourage citizens to adopt sustainable pollinator-friendly lawn-care practices on their own properties, to galvanize communities to adopt sustainable pollinator-friendly land management practices; and

WHEREAS, based upon the success of the program in 2021, the City participated in 2022 and 2023, pursuant to Resolutions #22-14 and #23-24, and wishes to again participate in “No Mow May” for 2024 and to continue its outreach, in collaboration with the City of Green Bay, on a public campaign educating communities as to the benefits of “No Mow May.”

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council hereby recognizes May 2024 as “No Mow May,” and authorizes staff to actively promote and educate the community about the critical period of pollinator emergence, generation of crucial pollinator-supporting habitat and early spring foraging opportunities; and

BE IT FURTHER RESOLVED THAT:

> For the duration of the month of May 2024, the City of De Pere shall suspend the enforcement of De Pere Municipal Code Section 74-8 as it relates to long grass in order to voluntarily delay property owner lawn-care practices until June 1, 2024, allowing pollinator species to emerge and early flowering grasses and forbs to establish, which may result in groundcover exceeding established ordinance height restrictions. Regulation and enforcement of ordinances related to harmful noxious weeds shall remain in effect; and

BE IT FURTHER RESOLVED THAT:

Property owners who wish to participate in "No Mow May" are encouraged to register with the City of De Pere Public Works Department and obtain a "No Mow May" sign to display in their front yard.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/08/2024

RESOLUTION #24-XX
ESTABLISHING NO MOW MAY

WHEREAS, the City of De Pere desires to develop and implement a program to create or expand pollinator-friendly habitat on public and private land, to galvanize communities to adopt sustainable pollinator-friendly land management practices; and

WHEREAS, the City of De Pere is in a unique position to significantly increase pollinator-friendly habitat by encouraging pollinator-friendly lawn-care practices and by encouraging its citizens to take direct and meaningful action on their own properties; and

WHEREAS, ideal pollinator-friendly habitat is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season; is free or nearly free of pesticides; is comprised of undisturbed spaces including leaf and brush piles, un-mown fields or field margins, fallen trees and other dead wood for nesting and overwintering; and provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, the formative period for establishment of pollinator and other insect species, and the many songbirds and other urban wildlife species which depend upon them, occurs in late spring and early summer when they emerge from dormancy and require flowering plants as crucial foraging habitat; and these opportunities are dramatically reduced with early spring leaf-litter removal and grass-mowing; and

WHEREAS, the City of De Pere will collaborate with the City of Green Bay with a public campaign educating the communities in regards to the benefits of No Mow May; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby recognizes “No Mow May” to actively promote and educate the community about the critical period of pollinator emergence, generation of crucial pollinator-supporting habitat and early spring foraging opportunities; and

BE IT FURTHER RESOLVED, that for the duration of the month of May, the City of De Pere shall suspend the enforcement of De Pere Municipal Code 74-8(b) as it relates to long grass in order to voluntarily delay homeowner lawn-care practices until June 1, 2024, allowing pollinator species to emerge and early flowering grasses and forbs to establish, which may result in groundcover exceeding established ordinance height restrictions. Regulation and enforcement of ordinances related to harmful noxious weeds shall remain in effect.

BE IT FURTHER RESOLVED, those homeowners that want to participate in No Mow May need to register with the City of De Pere Public Works Department and obtain a No Mow May sign to install in their front yard.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of March, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Recommendation from Finance & Personnel Committee to approve purchase of station alerting system for Fire Department, with additional funding in the amount of $66,141.21 requested from Unassigned Reserves.**

Unanimously approved

ATTACHMENTS:

- 20240404155225645 (PDF)

Memo

To: Honorable Mayor James Boyd
Members of the Common Council

From: Fire Chief Alan Matzke AEM

Date: April 9, 2024

Re: Consideration of Request to Purchase Station Alerting System

---

On behalf of De Pere Fire Recuse, I respectfully request your consideration to purchase a station alerting system for both fire stations. I am requesting $66,141.21 from undesignated reserves to complete the project.

Currently, the department receives emergency notifications and calls for service through Brown County Dispatch via radio. The radio system in the stations is very antiquated and vulnerable to failure. Moving forward, some type of computer-aided system will become the primary form and the radio system will remain as a backup.

One of the primary benefits of a station alerting system is the speed of messaging. Currently, a call taker starts to gather information and has to send the call to a dispatcher to alert the local responders, which can cause a delay in dispatch up to several minutes. With this system, the call is automatically sent to the responders as the call taker gathers information, saving minutes on each call.

Another major benefit is reliability and resiliency. The emergency message is sent to our station via a protected fiber line as opposed to the airwaves. The city has already invested in protected fiber lines, which are in place.

With our community benefiting from reliability and increased speed, our staff benefits greatly in wellness and situational awareness. Currently, when we have a call for service, both stations are alerted, waking everyone for every call. This system would be station-specific and only wake the staff that is needed.

Data shows that responders experience an acute elevation in heart rate when the alarm sounds with this being worse when being awoke from sleep. This increase in heart rate can cause stress, and anxiety, can contribute to sleep deprivation, and have multiple secondary health implications.

Upgrading our system has been a goal for the past several years and the organization has been working toward this goal in small increments. Display monitors and associated power and cables have been installed through both stations to accommodate such a system.

In the 2022 budget, a request was made and approved to purchase some station-alerting software for $29,000. I was made aware that some other departments in the county were also interested in moving to this type of system and the decision was made to wait and see if we could work toward a group purchase that may be mutually beneficial to all parties involved.

This year the only departments still working toward this goal are Green Bay and De Pere. Most of the departments in the county do not have staffed stations and need to rely on radio waves to alert their staff from home, so they have elected not to participate.

Green Bay is upgrading nine stations and thus has selected a vendor to supply the product and a contractor to install the needed equipment. Based on the vendor selection some required hardware and software must be installed at the Brown County Communication Center. This equipment has an approximate cost of $100,000 and Green Bay is funding this portion.

Green Bay has selected Phenix G2 as the vendor and we can connect to the system at no cost for the connection or use but we would need to use the same system. The Phenix G2 system is more expensive than we budgeted for in 2022. Green Bay currently does not have any of the infrastructure installed in their stations and they are spending approximately $100,000 per station for the system and labor to install.

Our cost breakdown is as follows:

Station #1 system $51,588.32
Station #2 system $43,552.89
2022 budget -$29,000.00
Requested funds $66,141.21

Thank you for your consideration. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from Finance/Personnel Committee to Approve over-hire of 1 Firefighter for 2024, with additional funding requested from Unassigned Reserves.**

At the Finance/Personnel meeting on April 9, 2024, the Committee approved the recommendation to allow a one-time over-hire.

ATTACHMENTS:

- Request to overhire (PDF)

Memo

To: Honorable Mayor Boyd & Members of the Common Council

From: Alan Matzke, Fire Chief

Date: April 9, 2024

Re: Consideration of Request to Over Hire One Firefighter Position

---

On behalf of De Pere Fire Recuse, I respectfully request your consideration to allow me to over hire one employee starting approximately July 1st, at a cost of $29,143 for the 2024 budget.

Each year, our department has experienced members being off work due to injury or approved leave under the Fair Labor Standards Act to care for a family member or the birth of a child, for example. When this leave occurs during the summer season, we often fall below operational levels, and this creates an operational hardship for the organization. This is reflected in the monthly overtime report as staffing replacement. In the past four years, this category has increased almost 100% with a four-year annual average of 2,845 hours, which is equivalent to one full-time employee. This trend will continue.

Over the past four years, we have experienced an average employee turnover at the rate of three per year. Currently our organization has several retirement eligible members and I believe we will lose one or more members by the end of 2024. Based on the average age of our staff, which is 43, I believe this trend will continue for the next several years with one third of our organization over the age of 50.

In anticipation of these vacancies, it would be operationally advantageous to have the replacement in place prior to the summer season. The summer season for us means the membership will utilize most of their vacation time. In accordance with the Collective Bargaining Agreement, the organization must allow up to two members off on vacation at one time, and when we have a member off on medical leave, there will be many occasions when we will backfill the shifts at overtime rates.

The overtime cost is a factor, but it is not the primary one. The work group has changed over the past several years and they no longer seek overtime opportunity like they had in the past. The current attitude is to reject overtime opportunity and the work group has reversed its position from trying to create overtime opportunities for senior members to forcing the overtime to the junior members.

Age
58.43
58.05
54.80
52.38
52.44
52.42
51.42
49.77
49.51
49.16
46.72
46.34
44.93
44.67
43.27
43.74
40.66
40.56
39.98
36.04
35.82
35.43
35.18
34.90
34.57
33.77
33.59
32.46
26.59
21.14

The city has been unsuccessful in negotiating a successor collective bargaining agreement with the union, so we are bound to follow the CBA that expired in 2021. The agreement dictates we offer the overtime opportunities on a voluntary basis starting with the most senior member and moving to the most junior member, who is forced in if no one voluntarily offers to work.

The city would like to negotiate a process where we would force the most junior member first and then move up the seniority list, so the burden of being forced in would be shouldered by more of the group instead of the most junior member every time. The union has not been receptive of this concept choosing to force the junior members every time.

The practice of forcing the junior members has been very detrimental to our organization by putting undue burden on the newest, most impressionable members. We have been extremely successful in attracting seasoned and experienced employees to join our organization. The average age of the last eight employees we have hired is 35, so most come to us with many life and family responsibilities, which makes it very difficult for them to be told at the conclusion of their shift they are ordered to stay another 24-hours.

I would ask you to consider allowing me to over hire one employee starting approximately July 1st, which would considerably reduce the burden on the junior members to be forced in to fill vacancies during the summer vacation season, due to the impending FMLA leave occurrences. This will help us retain our high-quality experienced work force.

Because we are currently going through the work of hiring and onboarding one employee, the economies of scale apply if we could over hire one. The additional staff member will save approximately 900 hours of overtime, which equates to approximately $23,202.

We will also recognize savings in the overall salary budget because we are replacing an employee at top pay with an employee at starting pay, which equates to approximately $15,000 and allows us to onboard another high-quality employee and sets the organization up for a successful transition upon the next retirement.

Below is a quick cost breakdown from June through December 2023:

-Proposal gross cost	$52,345
-Overtime savings	($23,202)
-Proposal net cost 2024	$29,143

-Proposed gross cost 2025 $104,691 (If we have no vacancies in 2024)
This number does not include any back pay when contracts are negotiated.

There are no articles in the collective bargaining agreement that specify the number of firefighters in the organization or the number of firefighters on duty at any time. All of these decisions fall under management rights, so no negotiation with the union is required for this proposal.

I propose permanently hiring an employee, as we have been experiencing three vacancies per year and will likely stay on pace for the next several years. I will be requesting one additional position be added to the organization in the next budget year.

Thank you for your consideration of this proposal.

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Recommendation from Finance/Personnel Committee to Approve over-hire of 1 police officer for 2024, with additional funding requested from Unassigned Reserves.**

Passed Finance/Personnel as an amended recommendation to allow one-time over-hire only.
Please see the attached memo.

ATTACHMENTS:

- Ongoing Overhire Approval Request (PDF)

The Mission of the De Pere Police Department is to provide an integrated team approach to pro-active patrol, crime prevention, and criminal investigation utilizing city and community resources to improve the safety and quality of life in De Pere.

April 2, 2024

TO: Members of City Council, City Administrator Delo, and Mayor James Boyd

FROM: Chief Jeremy A. Muraski

RE: Over-hire Approval Requests

As I believe you are aware, the Council approved the funding to allow for a one-time over-hire during the last budget cycle. Our department is currently in a hiring process to fill a vacancy created by the promotion of Jake Nowak to the position of Professional Standards Captain. Because running a hiring process can be very time consuming, and because of the ultra-competitive recruiting market we find ourselves in, I am requesting your approval to over-hire allowing us to hire a second officer from this hiring process in 2024. The second officer would be hired later in the year, thereby using less salary funds in 2024. We have one immediate vacancy and are anticipating at least one additional vacancy in the next 6-12 months. In the unlikely event we would not have a vacancy during all of 2025, the over-hire position would cost approximately $110,000.

We are approaching a time when our department will again experience a high rate of turnover due to anticipated retirements. The graph to the right shows we have 7 employees who are approaching or past the minimum retirement age, and most, if not all, are likely to retire in the next 3-5 years. Because it takes approximately 9 months from the start of a recruitment process to graduating from field training, I am also making a separate request for your ongoing approval to utilize the over-hire process once each year without the necessity of seeking individual approvals each time, using our best judgment in anticipating vacancies ahead of time in an effort to avoid staffing gaps during the 9 month recruitment and training period. Ideally, we would have a replacement officer certified for solo patrol about the time a retiring officer has worked their final shift.

Today	Age
4/2/2024	54.56
4/2/2024	51.12
4/2/2024	51.10
4/2/2024	50.60
4/2/2024	49.58
4/2/2024	49.13
4/2/2024	48.95
4/2/2024	48.85
4/2/2024	48.62
4/2/2024	47.01
4/2/2024	46.91
4/2/2024	45.76
4/2/2024	45.68
4/2/2024	44.64
4/2/2024	44.12
4/2/2024	44.06
4/2/2024	42.74
4/2/2024	40.21
4/2/2024	39.82
4/2/2024	38.60
4/2/2024	37.09
4/2/2024	36.88
4/2/2024	36.76
4/2/2024	36.74
4/2/2024	36.13
4/2/2024	35.89
4/2/2024	35.28
4/2/2024	34.78
4/2/2024	34.77
4/2/2024	34.75
4/2/2024	32.81
4/2/2024	32.69
4/2/2024	32.19
4/2/2024	32.17
4/2/2024	30.80
4/2/2024	30.43
4/2/2024	29.95
4/2/2024	27.84
4/2/2024	25.89
4/2/2024	24.06
4/2/2024	23.00

Thank you for your time and consideration.

Sincerely,

Jeremy A. Muraski, Chief of Police

Jeremy A. Muraski | Chief of Police
(920) 339-4078 ♦ jmuraski@deperewi.gov ♦ www.deperewi.gov ♦ @DePerePD ♦ 325 S. Broadway, De Pere, WI 54115

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to deny funding the installation of Left Turn Lanes on Main Avenue at Eighth Street.**

The Board of Public Works at the April 8, 2024 meeting approved staff's recommendation to deny funding the Installation of Left Turn Lanes on Main Avenue at Eighth Street and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

As you are aware, the Wisconsin Department of Transportation (DOT) is planning on reconstructing the pavement on Main Avenue from Third Street to Eighth Street in 2028. Staff have been working with the DOT regarding improvements to the intersection of Eighth Street and Main Avenue pertaining to adding left turn lanes on Main Avenue similar to the left turn lanes at Ninth Street and Main Avenue. Originally, the DOT had planned in 2012 to reconstruct this intersection to add left turn lanes on Main Avenue to improve the traffic flow because the traffic study at that time warranted the installation of turn lanes. Since 2012, the traffic signals were replaced at Eighth Street and Main Avenue and a delayed left turn signal was added for traffic turning left from eastbound Main Avenue to northbound Eighth Street which has improved traffic flow. The DOT has since performed another traffic analysis at this intersection and the analysis shows there are no safety flags or operational flags that required the need to install left turn lanes. However, the traffic analysis does show the need for the installation of a westbound right turn lane. Therefore, the DOT is not planning on adding left turn lanes on Main Avenue at this intersection. The DOT has indicated, if the City wants left turn lanes installed the City would have to fund them. The estimated cost to the City for the left turn lanes would be $310,000.

Staff is not recommending funding the installation of the left turn lanes on Main Avenue at Eighth Street.

ATTACHMENTS:

- Eighth and Main Intersection 4-2-2024 (PDF)
- 41901771_Main-Eighth-Intersection-6LaneOption_PreliminaryExibit_Sent020524 (PDF)
- 41901771_Main-Eighth-Intersection-DOTOnlyFunded_PreliminaryExibit_Sent_020524 (PDF)

Scott Thoresen

From: Lang, Joshua J - DOT <Joshua.Lang@dot.wi.gov>
Sent: Thursday, March 7, 2024 5:44 PM
To: Scott Thoresen
Cc: Asman, Randy - DOT; Fulcer, Andrew - DOT; Eric Rakers
Subject: RE: WIS 32 8th and Main Intersection Update/Discussion with De Pere; 4190-17-00
Attachments: 6938_NE_Brown_4190-17-00 (-71,-72)_WIS32_BUILD_withIntersectionProjections.pdf; 41901771_Main-Eighth-Intersection-6LaneOption_PreliminaryExibit_Sent020524.pdf; 41901771_Main-Eighth-Intersection-DOTOnlyFunded_PreliminaryExibit_Sent_020524.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott and Eric,

Following-up on our last correspondence, we investigated the forecasts and traffic count data concerns from our call and discussed further with our region traffic section. Upon further consideration, WisDOT does not consider using only two data points representative for projecting traffic. Among other concerns, this method does not consider all of the necessary factors used when developing a forecast, or the redistribution of traffic due to Southbridge opening. Regarding the coffee shop traffic data, you can send us the traffic data, but the traffic projections generally account for this sort of development or any redevelopment opportunities so that likely would not impact our decision.

Upon examining traffic since 2006 in the area, there have been too many fluctuations up and down to pinpoint any trends other than using standard forecasting procedures. The traffic forecasts that have been developed and approved, incorporate the appropriate data for making design decisions. They are attached for reference. One thing to point out from the traffic forecast is that the updated forecasts are lower than the forecasts used in the phase 1 ICE done last year, showing that we expect lower traffic volumes with Southbridge in place than what was used in the original ICE report and was determined satisfactory.

After investigation, the two alternative design concepts and funding scenarios WisDOT is considering for the intersection are still the two discussed at our last meeting and sent February 5th (also attached). One alternative requires no additional De Pere funding without left turn lanes and one that would require De Pere funding with the addition of the left turn lanes, currently estimated to be approximately $310,000. We anticipate the cost will fluctuate as the design progresses and estimates are refined. The traffic analysis does require that the right turn lane remain and be incorporated into either design alternative to accommodate the high number of right turns. We do feel the extension of the right turn lane will improve traffic operations. Please let us know if the city intends to participate in the left turn lane alternative, or if WisDOT should move ahead with the alternative without left turn lanes. We would like a decision from the city on this by May 1st so we can continue with the design to remain on schedule with completion of the environmental document later this year.

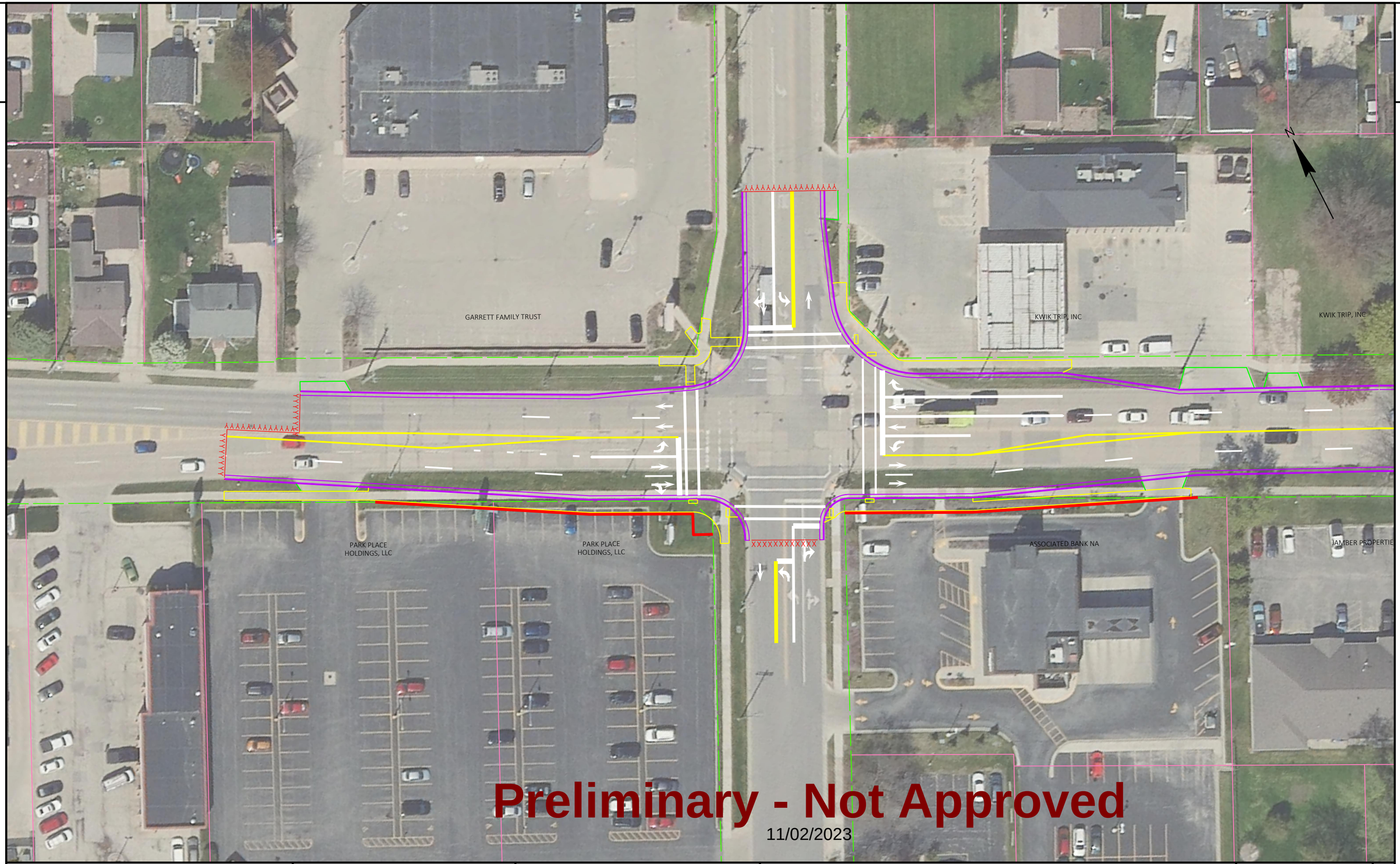
Let us know if there are any other comments or questions.

Thanks! Josh

Joshua Lang, P.E. | Project Manager – Brown County
Wisconsin Department of Transportation
Northeast Region, Green Bay
Cell: 920-362-6170
Teams: 920-492-4141
joshua.lang@dot.wi.gov

If this is related to a records request, please email: dotdtsdnerecords@dot.wi.gov

2



2

Preliminary - Not Approved

11/02/2023

PROJECT NO: 4190-17-00	HWY: STH 32	COUNTY: BROWN	EXHIBIT - 6-LANE OPTION	SHEET	E

FILE NAME : X:\3230500\220341.01\TECH\CAD\41901771\SHEETSOTHER\8TH STREET 6 LANE OPTION.DWG
LAYOUT NAME - Plan 1 IN 10 FT

PLOT DATE : 10/31/2023 4:14 PM PLOT BY : BRIAN VEIT PLOT NAME : PLOT SCALE : 1 IN:50 FT

2

2

PRELIMINARY

8TH STREET
PRINCIPAL ARTERIAL

MAIN AVENUE
PRINCIPAL ARTERIAL

MAIN AVENUE
PRINCIPAL ARTERIAL

8TH STREET
COLLECTOR

LEGEND
- FDM PUSH BUTTON AREA
- PROWAG PUSH BUTTON AREA
- TRUCK APRON
- LANDING LOCATION
- RIGHT OF WAY ACQUISITION
- TLE

EXISTING SIGN BASE POTENTIALLY ENCROACHING ON RIGHT OF WAY. FURTHER INVESTIGATION RECOMMENDED

GARRETT FAMILY TRUST

KWIK TRIP, INC

R25'

R25'

10'-0"

11'-0"

10'-0"

11'-0"

PARK PLACE HOLDINGS, LLC

PARK PLACE HOLDINGS, LLC

CURB RAMP IS >10' FROM EXISTING BACK OF SIDEWALK

PEDESTRIAN PUSHBUTTONS

CURB RAMP IS >10' FROM EXISTING BACK OF SIDEWALK

ASSOCIATED BANK NA

JAMBER PR

PROJECT NO: 4190-17-00	HWY: STH 32	COUNTY: BROWN	WISDOT FUNDED 8TH ST & MAIN AVE: TURNING MOVEMENT EXHIBIT	SHEET	E

FILE NAME : X:\3230500\220341.01\TECH\CAD\41901771\SHEETSOTHER\TURNING MOVEMENTS MAIN AND 8TH WISDOT FUNDED NO EB LT LANE.DWG
LAYOUT NAME - WisDOT Main & 8th

PLOT DATE : 9/6/2023 9:54 AM PLOT BY : BROCK BEHNKE PLOT NAME : PLOT SCALE : 1INCH=40FT

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to delay seeking consultant proposals until the Supreme Court rules on the Village of Pewaukee transportation utility.**

The Board of Public Works at the April 8, 2024 meeting approved staff's recommendation to delay seeking consultant proposals until the Supreme Court rules on the Village of Pewaukee transportation utility and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The BOPW has discussed in the past the transportation utility as an alternative source for funding street projects. A transportation utility fee is established utilizing the amount a property uses the local streets. An example of this is a commercial property that generates a higher amount of traffic than a single residential property and therefore would be charged a higher fee. Most transportation utilities established in the United States use trip generation rates as a means of setting up fees to be charged. In order for the City to establish a trip generation rate we would need to hire a consultant to establish these rates. The Council approved in the 2024 budget funding to hire a consultant to provide a feasibility study and estimated rates in establishing a transportation utility. This information would be used to assist the Council in determining whether or not to establish a transportation utility to fund future street projects.

Since the budget has been approved, staff have drafted a proposal to solicit consultants. During this process, staff have been made aware the Village of Pewaukee's transportation utility has been legally challenged and ruled an impermissible tax (See attached). At this time, the Village of Pewaukee has petitioned the State Supreme Court for review of the recent Court of Appeals ruling on the transportation utility. Due to this recent legal challenge, staff recommend holding off on soliciting proposals to hire a consultant until such time the Supreme Court rules on the transportation utility.

ATTACHMENTS:

- League of Municipality - Village of Pewaukee Transportation Utility (PDF)

SHARE:

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The League's League-EL
February 9, 2024

View as Webpage

Court Holds TUF is Impermissible Tax

Conference Call Scheduled for Wednesday

Yesterday, the Wisconsin Court of Appeals issued a summary disposition order holding the Village of Pewaukee's transportation utility fee (TUF) is an impermissible tax under the Wisconsin Supreme Court's decision in *Wisconsin Property Taxpayers, Inc. v. Town of Buchanan*, 2023 WI 58. *Wisconsin Manufacturers and Commerce, Inc. v. Village of Pewaukee*, 2023 AP 690 (Ct. App., Feb. 7, 2024). Many municipalities have held off on creating or activating a TUF until the litigation is resolved. Although we do not know whether the Village will appeal this decision, the League has scheduled a **Zoom meeting** for Wednesday, February 14th at 2pm for members interested in discussing the case and what it means. The impact of the court's decision is unclear since, with limited exceptions, summary disposition orders may not be cited as precedent or authority. Wis. Stat. § 809.23(3).

The facts of the case are as follows. In February 2021, the Village of Pewaukee created a transportation utility to provide "a sustainable source of funds for the maintenance, construction and reconstruction of transportation infrastructure under the jurisdiction of the Village." The ordinance creating the utility provides utility funds shall be used exclusively to pay for pavement preservation, street and sidewalk construction or reconstruction, street lighting, traffic control, pedestrian facilities, storage for the equipment used for these purposes, and utility administration. The ordinance requires that every developed property pay a transportation user fee (TUF) comprised of a Base fee and a Usage fee. The base fee is equal for all utility accounts and is determined by dividing the total fixed base costs of the transportation system by the total number of utility accounts. The usage fee is determined by dividing the target budget for the utility's prior-mentioned activities (exclusive of base costs) by the total number of estimated trips for all accounts and allocating a proportional share to each account, based on its use category in the Institute of Traffic Engineers manual.

Wisconsin Manufacturers and Commerce (WMC) challenged the TUF's legality, asserting it was not a fee but, rather, an illegal excise tax that lacked statutory authority, or an illegal property tax that violated the Wisconsin Constitution's Uniformity Clause. The circuit court determined the TUF was a fee rather than a tax and was a legal mechanism for funding a transportation utility under Wis. Stat. § 66.0621. The circuit court granted summary judgment in the Village's favor. WMC appealed, and the court of appeals reversed.

The court of appeals concluded that the Village's TUF was an unlawful tax under the reasoning of the Wisconsin Supreme Court's June 2023 *Town of Buchanan* decision which overturned the Town's TUF on the basis that it was an impermissible tax. The court of appeals noted that the Village ordinance's stated purpose was similar to that stated in the Town's ordinance. Also, the Village's ordinance was similar to the Town's in imposing the fee on every developed property, with a base fee and usage fee that differentiated between residential and commercial properties and charged a different usage fee for commercial properties based on size, type of business and number of trips they were estimated to generate. The court of appeals found arguments distinguishing the *Town of Buchanan* case unpersuasive. The Town's concession that its TUF was a tax did not mean the Supreme Court had not decided that it was in fact a tax (citing ¶ 10 of the Supreme Court decision stating "the TUF is a tax because the Town imposed it on a class of residents for the purpose of generating revenue.") The court of appeals also did not think the Village's authority to use home rule powers provided a basis for distinguishing *Town of Buchanan* because home rule powers do not authorize imposition of taxes that are not legislatively authorized. Finally, the court said the Village failed to support its argument that its TIF was a fee rather than a tax because its permissible uses and method for determining "estimated use" were more specific than the Town's and did not provide authority for concluding that such differences have legal significance.

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 24-02 Ridgeway Drive Pavement Rehabilitation to Kruczek Construction, Inc. in the amount of $1,577,777.77.**

The Board of Public Works at the April 8, 2024 meeting approved award of Contract 24-02 Ridgeway Drive Pavement Rehabilitation to Kruczek Construction, Inc. in the amount of $1,577,777.77 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2024 0408 CI_BOPW_Award_24-02 (PDF)
- 2024 0404 CE_Project 24-02_Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 8, 2024

RE: **Consideration and possible action on award of Contract 24-02 Ridgeway Drive Pavement Rehabilitation***

The Engineering Department received bids on Project 24-02 Ridgeway Drive Pavement Rehabilitation on April 4, 2024. This project includes the following:

- Pulverize and pave Ridgeway Drive from Webster Avenue to Libal Street, including utility relay from Webster Avenue to Mandalay Terrace.
- Mill and resurface Smits Street from Ridgeway Drive to LeBrun Street, including utility relay.
- Reconstruct the alley from James Street to Williams Street, between N. Michigan Street and N. Superior Street.
- Reconstruct the alley from James Street to Franklin Street, between N. Huron Street and N. Erie Street.
- Reconstruct the alley from Charles Street to George Street, between S. Erie Street and S. Ontario Street.
- VFW Basketball Court resurfacing.
- Kiwanis Park water service installation.
- Miscellaneous utility spot repairs.

The bids received were as follows:

Contractor	Base Bid
Kruczek Construction, Inc.	$1,577,777.77
David Tenor Corporation	$1,651,082.24
Jossart Brothers, Inc.	$1,696,106.95
PTS Contractors, Inc.	$1,705,555.00
De Groot, Inc.	$1,734,902.53
Feaker & Sons Co., Inc.	$1,812,207.00

The allocated amount from the capital improvement budget is $1,745,000 as follows:

- Street Management-G.O. Debt: $600,000
- Street Management – Taxes: $150,000
- Parks: $60,000
- Sanitary Utility Fund: $200,000
- Water Utility Fund: $385,000
- Storm Water Utility Fund: $350,000

Staff's recommendation is to accept the bid from Kruczek Construction, Inc. in the amount of $1,577,777.77.

Attachments:

2024 0404 CE Project 24-02 Bid Tabulation (PDF)

DE PERE

Project 24-02
Ridgeway Drive Pavement Rehabilitation

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Kruczek Construction, Inc.		David Tenor Corporation		Jossart Brothers, Inc.		PTS Contractors, Inc.		De Groot, Inc.		Feaker & Sons Co., Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER															
SS-01	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	780	$110.00	$85,800.00	$93.00	$72,540.00	$74.00	$57,720.00	$125.00	$97,500.00	$91.54	$71,401.20	$130.00	$101,400.00
SS-02	Provide Sanitary Sewer Risers	VF	12	$98.00	$1,176.00	$80.00	$960.00	$150.00	$1,800.00	$100.00	$1,200.00	$151.50	$1,818.00	$130.00	$1,560.00
SS-03	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	23	$418.00	$9,614.00	$850.00	$19,550.00	$1,500.00	$34,500.00	$1,240.00	$28,520.00	$2,077.55	$47,783.65	$750.00	$17,250.00
SS-04	Verify Active Sanitary Sewer Lateral	EA	5	$918.00	$4,590.00	$100.00	$500.00	$500.00	$2,500.00	$145.00	$725.00	$202.00	$1,010.00	$900.00	$4,500.00
SS-05	Sanitary Sewer Lateral Cleanout (Undistributed)	EA	5	$411.00	$2,055.00	$425.00	$2,125.00	$750.00	$3,750.00	$520.00	$2,600.00	$382.39	$1,911.95	$430.00	$2,150.00
SS-06	Pipe Burst 6" or 4" HDPE Sanitary Sewer Lateral	LF	520	$10.00	$5,200.00	$10.30	$5,356.00	$10.30	$5,356.00	$10.00	$5,200.00	$10.40	$5,408.00	$10.30	$5,356.00
SS-07	Provide Pipe Burst Connections (Home and Sanitary Sewer Main)	EA	8	$4,980.00	$39,840.00	$3,345.00	$26,760.00	$3,350.00	$26,800.00	$3,310.00	$26,480.00	$3,380.98	$27,047.84	$3,090.00	$24,720.00
SS-08	Extra Pipe Burst Excavation	EA	8	$610.00	$4,880.00	$6.18	$49.44	$620.00	$4,960.00	$310.00	$2,480.00	$624.18	$4,993.44	$515.00	$4,120.00
SS-09	Provide Pre-Pipe Burst Lateral Televising	EA	8	$150.00	$1,200.00	$155.00	$1,240.00	$155.00	$1,240.00	$150.00	$1,200.00	$156.05	$1,248.40	$155.00	$1,240.00
SS-10	Pipe Burst Pipe Acceptance and Televising	EA	8	$150.00	$1,200.00	$155.00	$1,240.00	$155.00	$1,240.00	$150.00	$1,200.00	$156.05	$1,248.40	$206.00	$1,648.00
SS-11	Provide Sump Pump Basin (Undistributed)	EA	8	$300.00	$2,400.00	$310.00	$2,480.00	$310.00	$2,480.00	$305.00	$2,440.00	$312.09	$2,496.72	$1,030.00	$8,240.00
SS-12	Provide 5' Cured In Place Spot Liner for 8" Sanitary Sewer	EA	2	$2,675.00	$5,350.00	$2,750.00	$5,500.00	$3,100.00	$6,200.00	$2,675.00	$5,350.00	$2,340.68	$4,681.36	$2,705.00	$5,410.00
SS-13	Provide Chemical Grout Lateral Connection to Spot Liner	EA	1	$1,430.00	$1,430.00	$1,450.00	$1,450.00	$1,450.00	$1,450.00	$1,425.00	$1,425.00	$1,489.75	$1,489.75	$1,450.00	$1,450.00
SS-14	Provide 30'-15" Sanitary Sewer Spot Repair (Broadway at Randall)	LS	1	$12,900.00	$12,900.00	$11,000.00	$11,000.00	$17,750.00	$17,750.00	$13,870.00	$13,870.00	$12,189.28	$12,189.28	$9,150.00	$9,150.00
STORM SEWER															
ST-01	Remove and Relay 18" RCP Class IV	LF	385	$90.50	$34,842.50	$93.00	$35,805.00	$95.00	$36,575.00	$101.00	$38,885.00	$89.02	$34,272.70	$91.00	$35,035.00
ST-02	Remove and Relay 12" PVC, RCP Class III, or PP Storm Sewer	LF	10	$105.00	$1,050.00	$92.00	$920.00	$66.00	$660.00	$290.00	$2,900.00	$81.00	$810.00	$78.00	$780.00
ST-03	Provide 15" PVC, RCP Class III, or PP Storm Sewer	LF	360	$70.00	$25,200.00	$92.00	$33,120.00	$86.00	$30,960.00	$95.00	$34,200.00	$82.08	$29,548.80	$81.00	$29,160.00
ST-04	Provide 12" PVC or RCP Class III, or PP Storm Sewer	LF	460	$56.00	$25,760.00	$76.00	$34,960.00	$66.00	$30,360.00	$85.00	$39,100.00	$78.55	$36,133.00	$71.00	$32,660.00
ST-05	Provide 8" PVC Storm Sewer	LF	1130	$50.00	$56,500.00	$74.00	$83,620.00	$66.00	$74,580.00	$67.00	$75,710.00	$58.44	$66,037.20	$69.00	$77,970.00
ST-06	Provide 6" PVC Storm Sewer Lateral	LF	880	$46.00	$40,480.00	$67.00	$58,960.00	$59.00	$51,920.00	$66.00	$58,080.00	$50.65	$44,572.00	$85.00	$74,800.00
ST-07	Provide 18"X6" Storm Branch or Inserta Tee	EA	2	$286.00	$572.00	$400.00	$800.00	$250.00	$500.00	$128.00	$256.00	$472.68	$945.36	$250.00	$500.00
ST-08	Provide 15"X6" Storm Branch or Inserta Tee	EA	1	$286.00	$286.00	$400.00	$400.00	$250.00	$250.00	$128.00	$128.00	$422.18	$422.18	$250.00	$250.00
ST-09	Provide 8"X6" Storm Branch or Inserta Tee	EA	17	$145.00	$2,465.00	$180.00	$3,060.00	$150.00	$2,550.00	$185.00	$3,145.00	$329.26	$5,597.42	$175.00	$2,975.00
ST-10	Remove and Replace 4' Diameter Storm Manhole	VF	13	$700.00	$9,100.00	$950.00	$12,350.00	$865.00	$11,245.00	$806.00	$10,478.00	$1,062.10	$13,807.30	$770.00	$10,010.00
ST-11	Provide 4' Diameter Storm Manhole	VF	60	$600.00	$36,000.00	$950.00	$57,000.00	$815.00	$48,900.00	$714.00	$42,840.00	$964.17	$57,850.20	$770.00	$46,200.00
ST-12	Remove and Replace Type B Catch Basin	EA	1	$3,750.00	$3,750.00	$3,075.00	$3,075.00	$3,200.00	$3,200.00	$3,515.00	$3,515.00	$3,421.55	$3,421.55	$3,300.00	$3,300.00
ST-13	Remove and Replace Type B Inlet	EA	7	$3,343.00	$23,401.00	$3,075.00	$21,525.00	$3,300.00	$23,100.00	$2,985.00	$20,895.00	$3,421.55	$23,950.85	$3,300.00	$23,100.00
ST-14	Provide Type B Inlet	EA	7	$3,343.00	$23,401.00	$3,075.00	$21,525.00	$3,100.00	$21,700.00	$2,750.00	$19,250.00	$3,421.55	$23,950.85	$3,300.00	$23,100.00
ST-15	Connect to Existing Pipe	EA	9	$1,100.00	$9,900.00	$750.00	$6,750.00	$500.00	$4,500.00	$615.00	$5,535.00	$1,212.00	$10,908.00	$700.00	$6,300.00
ST-16	Core Drill Existing Structure	EA	1	$500.00	$500.00	$500.00	$500.00	$2,000.00	$2,000.00	$1,800.00	$1,800.00	$1,515.00	$1,515.00	$1,800.00	$1,800.00
ST-17	Storm Sewer Dig Down and Repair (10-Foot Spot Repair)	EA	2	$4,450.00	$8,900.00	$4,000.00	$8,000.00	$4,000.00	$8,000.00	$2,920.00	$5,840.00	$4,144.35	$8,288.70	$3,400.00	$6,800.00
ST-18	Storm Sewer Dig Down and Repair (5-Foot Spot Repair)	EA	2	$3,300.00	$6,600.00	$3,150.00	$6,300.00	$5,000.00	$10,000.00	$2,615.00	$5,230.00	$4,213.93	$8,427.86	$3,315.00	$6,630.00
ST-19	Storm Sewer Outfall Repair (Front Street)	LS	1	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$4,500.00	$4,500.00	$4,600.00	$4,600.00	$2,954.25	$2,954.25	$3,000.00	$3,000.00
ST-20	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	$1,750.00	$1,750.00	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$2,420.00	$2,420.00	$2,525.00	$2,525.00	$6,750.00	$6,750.00
WATER MAIN															
W-01	Provide 8" PVC Water Main	LF	2525	$95.50	$241,137.50	$98.00	$247,450.00	$95.00	$239,875.00	$103.00	$260,075.00	$89.32	$225,533.00	$95.00	$239,875.00
W-02	Provide 1" HDPE Water Service	LF	925	$76.70	$70,947.50	$60.00	$55,500.00	$63.00	$58,275.00	$61.00	$56,425.00	$58.14	$53,779.50	$87.00	$80,475.00
W-03	Provide 1" HDPE Water Service - Kiwanis Park (Open Cut)	LF	125	$81.00	$10,125.00	$89.00	$11,125.00	$63.00	$7,875.00	$92.00	$11,500.00	$47.32	$5,915.00	$70.00	$8,750.00
W-04	Provide 1" Corporation and Curb Stop	EA	26	$515.00	$13,390.00	$540.00	$14,040.00	$525.00	$13,650.00	$595.00	$15,470.00	$1,210.17	$31,464.42	$700.00	$18,200.00
W-05	Provide 1" Corporation and Curb Stop - Kiwanis Park	EA	1	$472.00	$472.00	$540.00	$540.00	$1,000.00	$1,000.00	$1,285.00	$1,285.00	$1,173.62	$1,173.62	$700.00	$700.00

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Project 24-02
Ridgeway Drive Pavement Rehabilitation

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Kruczek Construction, Inc.		David Tenor Corporation		Jossart Brothers, Inc.		PTS Contractors, Inc.		De Groot, Inc.		Feaker & Sons Co., Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
W-06	Provide 2" Corporation with Plug/Saddle with 2" Galvanized Pipe	EA	5	$1,900.00	$9,500.00	$950.00	$4,750.00	$750.00	$3,750.00	$580.00	$2,900.00	$2,070.50	$10,352.50	$1,425.00	$7,125.00
W-07	Provide 8" Gate Valve	EA	11	$2,970.00	$32,670.00	$2,735.00	$30,085.00	$2,975.00	$32,725.00	$2,700.00	$29,700.00	$3,021.92	$33,241.12	$2,790.00	$30,690.00
W-08	Provide 6" Gate Valve	EA	5	$2,120.00	$10,600.00	$1,970.00	$9,850.00	$2,125.00	$10,625.00	$1,950.00	$9,750.00	$2,246.24	$11,231.20	$2,050.00	$10,250.00
W-09	Provide Connection to Existing Water Main	EA	9	$1,400.00	$12,600.00	$3,500.00	$31,500.00	$2,250.00	$20,250.00	$1,730.00	$15,570.00	$2,844.84	$25,603.56	$2,845.00	$25,605.00
W-10	Provide Hydrant (7.5' Bury)	EA	1	$6,479.77	$6,479.77	$5,900.00	$5,900.00	$5,800.00	$5,800.00	$5,685.00	$5,685.00	$6,536.72	$6,536.72	$5,700.00	$5,700.00
W-11	Provide Hydrant (6.5' Bury)	EA	2	$6,200.00	$12,400.00	$5,750.00	$11,500.00	$5,600.00	$11,200.00	$5,500.00	$11,000.00	$6,342.80	$12,685.60	$5,505.00	$11,010.00
W-12	Provide Hydrant (6.0' Bury)	EA	1	$6,100.00	$6,100.00	$5,600.00	$5,600.00	$5,500.00	$5,500.00	$5,400.00	$5,400.00	$6,245.84	$6,245.84	$5,410.00	$5,410.00
W-13	Provide Hydrant (5.5' Bury)	EA	1	$6,000.00	$6,000.00	$5,500.00	$5,500.00	$5,400.00	$5,400.00	$5,300.00	$5,300.00	$6,147.87	$6,147.87	$5,315.00	$5,315.00
W-14	Provide 6" PVC Hydrant Lead	LF	75	$77.00	$5,775.00	$72.00	$5,400.00	$80.00	$6,000.00	$107.00	$8,025.00	$72.35	$5,426.25	$116.00	$8,700.00
W-15	Provide 1/2 Vertical Offset	EA	1	$2,320.00	$2,320.00	$2,250.00	$2,250.00	$2,500.00	$2,500.00	$3,625.00	$3,625.00	$2,903.75	$2,903.75	$1,800.00	$1,800.00
W-16	Water Meter Assembly	LS	1	$2,260.00	$2,260.00	$4,000.00	$4,000.00	$2,200.00	$2,200.00	$3,650.00	$3,650.00	$2,777.50	$2,777.50	$5,550.00	$5,550.00
W-17	Abandon/Remove Water Main and Appurtenances	LS	1	$9,400.00	$9,400.00	$3,000.00	$3,000.00	$14,000.00	$14,000.00	$10,900.00	$10,900.00	$10,605.00	$10,605.00	$24,150.00	$24,150.00
STREET AND DRAINAGE															
SD-01	Provide Clearing and Grubbing	In Dia	80	$50.00	$4,000.00	$98.00	$7,840.00	$100.00	$8,000.00	$50.00	$4,000.00	$101.00	$8,080.00	$98.00	$7,840.00
SD-02	Unclassified Excavation	CY	875	$25.00	$21,875.00	$15.40	$13,475.00	$48.50	$42,437.50	$48.00	$42,000.00	$47.98	$41,982.50	$48.55	$42,481.25
SD-03	Unclassified Excavation and Site Restoration - Kiwanis Park	LS	1	$7,450.00	$7,450.00	$18,540.00	$18,540.00	$7,000.00	$7,000.00	$6,200.00	$6,200.00	$5,807.50	$5,807.50	$8,335.00	$8,335.00
SD-04	Pulverize Asphaltic Concrete Pavement and Aggregate (10" Depth)	SY	7875	$2.00	$15,750.00	$2.14	$16,852.50	$2.16	$17,010.00	$2.20	$17,325.00	$2.18	$17,167.50	$2.15	$16,931.25
SD-05	Mill Asphaltic Concrete Pavement 1 3/4" Depth	SY	3760	$2.50	$9,400.00	$2.50	$9,400.00	$2.52	$9,475.20	$2.50	$9,400.00	$2.55	$9,588.00	$2.55	$9,588.00
SD-06	Mill Asphaltic Concrete Pavement Additional 4" Depth (Overmill Areas)	SY	100	$14.25	$1,425.00	$13.85	$1,385.00	$14.00	$1,400.00	$13.85	$1,385.00	$14.15	$1,415.00	$14.00	$1,400.00
SD-07	Crack Overmilling 4" Depth (2' Wide) - VFW Park	LF	40	$38.25	$1,530.00	$38.75	$1,550.00	$39.15	$1,566.00	$38.70	$1,548.00	$39.53	$1,581.20	$39.15	$1,566.00
SD-08	Provide 1 1/4" Crushed Aggregate Base Course	TON	1450	$17.50	$25,375.00	$18.00	$26,100.00	$15.40	$22,330.00	$15.25	$22,112.50	$17.17	$24,896.50	$15.40	$22,330.00
SD-09	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2" Upper Layer (Smits Street and Ridgeway Drive)	TON	850	$75.60	$64,260.00	$75.65	$64,302.50	$76.40	$64,940.00	$76.00	$64,600.00	$77.19	$65,611.50	$76.45	$64,982.50
SD-10	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer (Ridgeway Drive)	TON	500	$75.60	$37,800.00	$76.70	$38,350.00	$77.45	$38,725.00	$76.60	$38,300.00	$78.23	$39,115.00	$77.50	$38,750.00
SD-11	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer (Alleys)	TON	180	$93.50	$16,830.00	$93.80	$16,884.00	$94.75	$17,055.00	$93.70	$16,866.00	$95.71	$17,227.80	$94.75	$17,055.00
SD-12	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 3" Lower Layer (Ridgeway Drive)	TON	600	$70.00	$42,000.00	$69.90	$41,940.00	$70.60	$42,360.00	$69.80	$41,880.00	$71.32	$42,792.00	$70.60	$42,360.00
SD-13	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer (Ridgeway Drive)	TON	650	$70.00	$45,500.00	$39.90	$25,935.00	$70.60	$45,890.00	$69.80	$45,370.00	$71.32	$46,358.00	$70.60	$45,890.00
SD-14	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer (Alleys)	TON	225	$82.50	$18,562.50	$82.60	$18,585.00	$83.45	$18,776.25	$82.50	$18,562.50	$84.26	$18,958.50	$83.45	$18,776.25
SD-15	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2" Lower Layer (Smits Street)	TON	200	$70.00	$14,000.00	$69.90	$13,980.00	$70.60	$14,120.00	$69.80	$13,960.00	$71.32	$14,264.00	$70.60	$14,120.00
SD-16	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2" Upper Layer (VFW Basketball Court) (Overlay)	TON	60	$97.00	$5,820.00	$96.90	$5,814.00	$97.85	$5,871.00	$96.70	$5,802.00	$98.83	$5,929.80	$97.85	$5,871.00
SD-17	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 4" Lower Layer (VFW Basketball Court)	TON	10	$214.00	$2,140.00	$219.00	$2,190.00	$221.50	$2,215.00	$220.00	$2,200.00	$223.66	$2,236.60	$221.45	$2,214.50
SD-18	Provide Asphalt Patch - Kiwanis Park	SY	40	$50.00	$2,000.00	$52.00	$2,080.00	$52.50	$2,100.00	$52.00	$2,080.00	$53.06	$2,122.40	$52.55	$2,102.00
SD-19	Provide Asphalt Patch	SY	20	$66.00	$1,320.00	$66.25	$1,325.00	$67.00	$1,340.00	$66.00	$1,320.00	$67.62	$1,352.40	$67.00	$1,340.00

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Project 24-02
Ridgeway Drive Pavement Rehabilitation

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Kruczek Construction, Inc.		David Tenor Corporation		Jossart Brothers, Inc.		PTS Contractors, Inc.		De Groot, Inc.		Feaker & Sons Co., Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-20	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	1250	$21.40	$26,750.00	$30.40	$38,000.00	$32.00	$40,000.00	$26.00	$32,500.00	$29.63	$37,037.50	$30.55	$38,187.50
SD-21	Remove and Replace 24" Concrete Curb and Gutter (Hand Form)	LF	1900	$54.00	$102,600.00	$61.23	$116,337.00	$71.50	$135,850.00	$62.20	$118,180.00	$66.17	$125,723.00	$72.75	$138,225.00
SD-22	Remove and Replace 24" Concrete Curb and Gutter - Kiwanis Park	LF	25	$54.00	$1,350.00	$61.23	$1,530.75	$75.00	$1,875.00	$66.20	$1,655.00	$64.14	$1,603.50	$76.70	$1,917.50
SD-23	Remove and Replace 30" Concrete Curb and Gutter	LF	25	$54.00	$1,350.00	$61.23	$1,530.75	$71.50	$1,787.50	$62.20	$1,555.00	$64.14	$1,603.50	$72.75	$1,818.75
SD-24	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	40	$18.30	$732.00	$33.60	$1,344.00	$32.00	$1,280.00	$26.60	$1,064.00	$27.72	$1,108.80	$27.50	$1,100.00
SD-25	Provide Sidewalk Pedestrian Curb Head	LF	60	$50.00	$3,000.00	$40.80	$2,448.00	$51.50	$3,090.00	$51.00	$3,060.00	$52.02	$3,121.20	$63.55	$3,813.00
SD-26	Remove and Replace 9-Inch Doweled Concrete Pavement (HES-3DAY)	SY	75	$107.00	$8,025.00	$104.14	$7,810.50	$123.00	$9,225.00	$115.00	$8,625.00	$127.51	$9,563.25	$127.75	$9,581.25
SD-27	Remove and Replace 9-Inch Concrete Pavement with Integral Curb	SY	130	$100.00	$13,000.00	$95.84	$12,459.20	$114.00	$14,820.00	$108.00	$14,040.00	$117.10	$15,223.00	$121.55	$15,801.50
SD-28	Remove and Replace 8" Concrete Sidewalk, Ramp, and Driveway	SY	60	$68.00	$4,080.00	$94.84	$5,690.40	$80.00	$4,800.00	$77.00	$4,620.00	$85.89	$5,153.40	$89.65	$5,379.00
SD-29	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	400	$63.75	$25,500.00	$85.64	$34,256.00	$75.00	$30,000.00	$76.00	$30,400.00	$84.19	$33,676.00	$88.65	$35,460.00
SD-30	Provide 6" Concrete Pad - Kiwanis Park	SY	5	$82.00	$410.00	$91.80	$459.00	$75.00	$375.00	$185.00	$925.00	$98.22	$491.10	$98.55	$492.75
SD-31	Remove and Replace 4" Concrete Sidewalk, Ramp, and Driveway	SY	420	$59.00	$24,780.00	$79.56	$33,415.20	$68.00	$28,560.00	$67.00	$28,140.00	$85.29	$35,821.80	$80.00	$33,600.00
SD-32	Remove and Replace 4" Concrete Sidewalk - Kiwanis Park	SY	40	$59.00	$2,360.00	$75.50	$3,020.00	$65.00	$2,600.00	$61.00	$2,440.00	$80.54	$3,221.60	$71.70	$2,868.00
SD-33	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	3100	$2.00	$6,200.00	$2.04	$6,324.00	$2.05	$6,355.00	$2.00	$6,200.00	$2.08	$6,448.00	$2.05	$6,355.00
SD-34	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	650	$8.00	$5,200.00	$5.08	$3,302.00	$8.25	$5,362.50	$8.00	$5,200.00	$8.32	$5,408.00	$8.25	$5,362.50
SD-35	Drilled Dowel Bars	EA	70	$14.50	$1,015.00	$20.40	$1,428.00	$15.45	$1,081.50	$15.00	$1,050.00	$15.60	$1,092.00	$15.45	$1,081.50
SD-36	Drilled Tie Bars (Concrete Pavement)	EA	60	$10.00	$600.00	$12.25	$735.00	$10.30	$618.00	$10.00	$600.00	$12.48	$748.80	$10.30	$618.00
SD-37	Provide Detectable Warning Field (5'-Natural Patina)	EA	24	$357.00	$8,568.00	$346.00	$8,304.00	$360.00	$8,640.00	$356.00	$8,544.00	$364.11	$8,738.64	$360.00	$8,640.00
SD-38	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	300	$10.00	$3,000.00	$8.75	$2,625.00	$12.50	$3,750.00	$12.00	$3,600.00	$20.20	$6,060.00	$18.50	$5,550.00
SD-39	Regrade and Restore Terrace (Ridgeway and Smits)	SY	10	$50.00	$500.00	$51.50	$515.00	$42.00	$420.00	$41.00	$410.00	$85.85	$858.50	$46.35	$463.50
SD-40	Remove and Reset Retaining Wall	EA	2	$6,100.00	$12,200.00	$1,100.00	$2,200.00	$3,600.00	$7,200.00	$3,600.00	$7,200.00	$2,020.00	$4,040.00	$10,300.00	$20,600.00
SPECIAL CONSTRUCTION															
SC-01	Inlet Protection Type D	EA	45	$100.00	$4,500.00	$90.00	$4,050.00	$125.00	$5,625.00	$120.00	$5,400.00	$126.25	$5,681.25	$100.00	$4,500.00
SC-02	Adjust Inlet Less Than 1-Foot	EA	2	$600.00	$1,200.00	$1,000.00	$2,000.00	$600.00	$1,200.00	$520.00	$1,040.00	$883.75	$1,767.50	$650.00	$1,300.00
SC-03	Adjust Inlet 1-Foot or Greater	EA	4	$870.00	$3,480.00	$1,600.00	$6,400.00	$750.00	$3,000.00	$1,375.00	$5,500.00	$1,111.00	$4,444.00	$700.00	$2,800.00
SC-04	Adjust Inlet & Provide New Casting	EA	1	$1,400.00	$1,400.00	$1,400.00	$1,400.00	$1,450.00	$1,450.00	$1,255.00	$1,255.00	$1,717.00	$1,717.00	$1,350.00	$1,350.00
SC-05	Adjust Manhole Less Than 1-Foot	EA	3	$600.00	$1,800.00	$1,000.00	$3,000.00	$500.00	$1,500.00	$825.00	$2,475.00	$858.50	$2,575.50	$550.00	$1,650.00
SC-06	Adjust Manhole 1-Foot or Greater	EA	2	$870.00	$1,740.00	$1,400.00	$2,800.00	$1,500.00	$3,000.00	$1,375.00	$2,750.00	$1,060.50	$2,121.00	$1,200.00	$2,400.00
SC-07	Adjust Manhole Less Than 1-Foot & Provide New Casting	EA	5	$1,250.00	$6,250.00	$1,300.00	$6,500.00	$1,150.00	$5,750.00	$1,165.00	$5,825.00	$1,388.75	$6,943.75	$1,075.00	$5,375.00
SC-08	Adjust Manhole 1-Foot or Greater & Provide New Casting	EA	2	$1,530.00	$3,060.00	$1,500.00	$3,000.00	$2,000.00	$4,000.00	$2,240.00	$4,480.00	$1,616.00	$3,232.00	$1,765.00	$3,530.00
SC-09	Adjust Manhole & Provide New Casting (Neenah R-1510-A) 6" Frame Height	EA	1	$1,700.00	$1,700.00	$1,850.00	$1,850.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,666.50	$1,666.50	$1,100.00	$1,100.00
SC-10	Polystyrene Insulation Board	LF	50	$20.00	$1,000.00	$3.00	$150.00	$7.50	$375.00	$7.00	$350.00	$12.12	$606.00	$10.00	$500.00
SC-11	Temporary MailBox	EA	5	$100.00	$500.00	$250.00	$1,250.00	$210.00	$1,050.00	$100.00	$500.00	$101.00	$505.00	$125.00	$625.00
SC-12	Pavement Marking Epoxy Line 12" White	LF	50	$5.00	$250.00	$5.15	$257.50	$5.15	$257.50	$5.00	$250.00	$5.30	$265.00	$5.15	$257.50

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Project 24-02
Ridgeway Drive Pavement Rehabilitation

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Kruczek Construction, Inc.		David Tenor Corporation		Jossart Brothers, Inc.		PTS Contractors, Inc.		De Groot, Inc.		Feaker & Sons Co., Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-13	Pavement Marking Epoxy Line 4" Yellow	LF	2550	$2.00	$5,100.00	$2.05	$5,227.50	$2.06	$5,253.00	$2.00	$5,100.00	$2.12	$5,406.00	$2.06	$5,253.00
SC-14	Pavement Marking "ONLY" Word (White)	EA	1	$357.00	$357.00	$360.00	$360.00	$360.00	$360.00	$360.00	$360.00	$371.18	$371.18	$360.00	$360.00
SC-15	Pavement Marking Arrow Epoxy Type 2 (White)	EA	1	$357.00	$357.00	$355.00	$355.00	$355.00	$355.00	$355.00	$355.00	$365.87	$365.87	$355.00	$355.00
SC-16	Pavement Marking Arrow Epoxy Type 3 (White)	EA	1	$357.00	$357.00	$360.00	$360.00	$360.00	$360.00	$356.00	$356.00	$371.18	$371.18	$360.00	$360.00
SC-17	Traffic Control - Ridgeway Drive and Smits Street	LS	1	$11,600.00	$11,600.00	$6,950.00	$6,950.00	$7,500.00	$7,500.00	$7,608.00	$7,608.00	$7,211.40	$7,211.40	$7,005.00	$7,005.00
SC-18	Traffic Control - Alleys	LS	1	$1,000.00	$1,000.00	$1,550.00	$1,550.00	$1,600.00	$1,600.00	$1,530.00	$1,530.00	$1,590.75	$1,590.75	$1,545.00	$1,545.00
SC-19	Traffic Control - Broadway Street Sewer Repair	LS	1	$1,100.00	$1,100.00	$2,450.00	$2,450.00	$4,500.00	$4,500.00	$2,445.00	$2,445.00	$2,545.20	$2,545.20	$2,475.00	$2,475.00
			TOTAL AMOUNT BID:		**$1,577,777.77**		**$1,651,082.24**		**$1,696,106.95**		**$1,705,555.00**		**$1,734,902.53**		**$1,812,207.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 24-04 Waterview Heights Utility and Street Construction Phase II to Peters Concrete Company in the amount of $1,250,973.25.**

The Board of Public Works at the April 8, 2024 meeting approved award of Contract 24-04 Waterview Heights Utility and Street Construction Phase II to Peters Concrete Company in the amount of $1,250,973.25, with staff issuing the Notice of Award after Developer's Agreement is signed, and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2024 0408 CI_BOPW_Award_24-04 (PDF)
- 2024 0321 CE_Project 24-04_Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 8, 2024

RE: **Consideration and possible action on award of Contract 24-04 Waterview Heights Utility and Street Construction Phase II***

The Engineering Department received bids for Project 24-04 Waterview Heights Utility and Street Construction Phase II on March 21, 2024. The project involves the construction of streets and corresponding utilities for the next phase of the Waterview Heights Subdivision on the City's west side off Lost Dauphin Road. This project will add 32 single family lots. The bids received are as follows:

Contractor	Total Bid
Peters Concrete Company	$1,250,973.25
Kruczek Construction, Inc.	$1,269,000.00
Carl Bower and Sons Construction Co. Inc.	$1,270,982.50
Jossart Brothers, Inc.	$1,274,507.20
Feaker & Sons Co. Inc.	$1,280,335.30
Dorner, Inc.	$1,337,575.00
PTS Contractors, Inc.	$1,339,000.00
David Tenor Corporation	$1,394,014.15
DeGroot, Inc.	$1,430,302.19
Advance Construction, Inc.	$1,505,090.50

The project is developer funded.

Staff's recommendation is to accept the bid from Peters Concrete Company in the amount of $1,250,973.25. The Notice of Award will be issued after the developer's agreement is signed.

Attachments:
2024 0321 CE_Project_24-04_Bid Tabulation (PDF)

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Project 24-04
Waterview Heights Utility and Street Construction Phase II

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9		BIDDER NO. 10	
				Peters Concrete Company		Kruczek Construction Inc.		Carl Bowers & Sons Const. Co., Inc.		Jossart Brothers, Inc.		Feaker & Sons Co Inc		Dorner Inc.		PTS Contractors, Inc		David Tenor Corporation		De Groot, Inc		Advance Construction Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER																							
SS-01	Provide 8" PVC Sanitary Sewer	LF	2150	$68.95	$148,242.50	$78.00	$167,700.00	$80.00	$172,000.00	$80.00	$172,000.00	$80.00	$172,000.00	$85.00	$182,750.00	$78.00	$167,700.00	$82.00	$176,300.00	$79.64	$171,226.00	$97.50	$209,625.00
SS-02	Provide 4" PVC Sanitary Sewer Lateral	LF	1450	$46.25	$67,062.50	$41.00	$59,450.00	$48.00	$69,600.00	$46.00	$66,700.00	$50.00	$72,500.00	$43.00	$62,350.00	$54.00	$78,300.00	$55.00	$79,750.00	$54.37	$78,836.50	$84.50	$122,525.00
SS-03	Provide 8"X4" Sanitary Wye	EA	33	$150.00	$4,950.00	$124.00	$4,092.00	$250.00	$8,250.00	$115.00	$3,795.00	$125.00	$4,125.00	$200.00	$6,600.00	$127.00	$4,191.00	$150.00	$4,950.00	$502.98	$16,598.34	$103.00	$3,399.00
SS-04	Provide Sanitary Sewer Risers	LF	15	$75.00	$1,125.00	$75.00	$1,125.00	$50.00	$750.00	$50.00	$750.00	$55.00	$825.00	$108.00	$1,620.00	$56.00	$840.00	$50.00	$750.00	$151.50	$2,272.50	$50.00	$750.00
SS-05	Provide 4' Diameter Sanitary Sewer Manhole	VF	120	$430.00	$51,600.00	$427.00	$51,240.00	$470.00	$56,400.00	$415.00	$49,800.00	$383.95	$46,074.00	$535.00	$64,200.00	$540.00	$64,800.00	$475.00	$57,000.00	$526.18	$63,141.60	$414.00	$49,680.00
SS-06	Connect to Existing Sanitary Sewer Pipe	EA	2	$1,975.00	$3,950.00	$1,020.00	$2,040.00	$1,000.00	$2,000.00	$750.00	$1,500.00	$1,450.00	$2,900.00	$2,867.00	$5,734.00	$1,150.00	$2,300.00	$900.00	$1,800.00	$3,030.00	$6,060.00	$780.00	$1,560.00
SS-07	Provide Bentonite Clay Dam	EA	41	$200.00	$8,200.00	$35.00	$1,435.00	$100.00	$4,100.00	$100.00	$4,100.00	$100.00	$4,100.00	$163.00	$6,683.00	$166.00	$6,806.00	$1,200.00	$49,200.00	$555.50	$22,775.50	$700.00	$28,700.00
STORM SEWER																							
ST-01	Provide 24" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	40	$82.50	$3,300.00	$100.00	$4,000.00	$81.00	$3,240.00	$88.00	$3,520.00	$74.00	$2,960.00	$86.00	$3,440.00	$125.00	$5,000.00	$88.00	$3,520.00	$83.93	$3,357.20	$80.50	$3,220.00
ST-02	Provide 24" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	525	$70.60	$37,065.00	$70.00	$36,750.00	$60.00	$31,500.00	$56.00	$29,400.00	$56.00	$29,400.00	$65.00	$34,125.00	$66.00	$34,650.00	$65.00	$34,125.00	$68.89	$36,167.25	$68.00	$35,700.00
ST-03	Provide 18" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	95	$75.75	$7,196.25	$70.00	$6,650.00	$68.00	$6,460.00	$76.00	$7,220.00	$78.00	$7,410.00	$55.00	$5,225.00	$105.00	$9,975.00	$71.00	$6,745.00	$68.74	$6,530.30	$96.00	$9,120.00
ST-04	Provide 18" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	260	$51.15	$13,299.00	$55.00	$14,300.00	$48.00	$12,480.00	$44.00	$11,440.00	$47.00	$12,220.00	$57.00	$14,820.00	$64.00	$16,640.00	$52.00	$13,520.00	$60.50	$15,730.00	$55.00	$14,300.00
ST-05	Provide 15" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	150	$47.70	$7,155.00	$55.00	$8,250.00	$65.00	$9,750.00	$54.00	$8,100.00	$52.00	$7,800.00	$45.00	$6,750.00	$55.00	$8,250.00	$67.00	$10,050.00	$61.26	$9,189.00	$64.50	$9,675.00
ST-06	Provide 15" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	150	$43.25	$6,487.50	$41.00	$6,150.00	$45.00	$6,750.00	$37.00	$5,550.00	$39.00	$5,850.00	$39.00	$5,850.00	$48.00	$7,200.00	$50.00	$7,500.00	$47.30	$7,095.00	$51.50	$7,725.00
ST-07	Provide 12" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	220	$51.50	$11,330.00	$57.00	$12,540.00	$60.00	$13,200.00	$49.00	$10,780.00	$51.00	$11,220.00	$46.00	$10,120.00	$65.00	$14,300.00	$57.00	$12,540.00	$62.20	$13,684.00	$66.00	$14,520.00
ST-08	Provide 12" PVC, RCP Class V Storm Sewer (Granular Backfill)	LF	25	$59.00	$1,475.00	$63.00	$1,575.00	$75.00	$1,875.00	$55.00	$1,375.00	$60.00	$1,500.00	$58.00	$1,450.00	$72.00	$1,800.00	$61.00	$1,525.00	$80.06	$2,001.50	$72.00	$1,800.00
ST-09	Provide 12" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	820	$35.60	$29,192.00	$35.00	$28,700.00	$40.00	$32,800.00	$32.00	$26,240.00	$34.00	$27,880.00	$36.00	$29,520.00	$41.00	$33,620.00	$44.00	$36,080.00	$41.17	$33,759.40	$47.00	$38,540.00
ST-10	Provide 8" PVC Storm Sewer (Natural Backfill)	LF	625	$34.20	$21,375.00	$35.00	$21,875.00	$40.00	$25,000.00	$32.00	$20,000.00	$33.00	$20,625.00	$33.00	$20,625.00	$38.00	$23,750.00	$41.00	$25,625.00	$38.82	$24,262.50	$39.50	$24,687.50
ST-11	Provide 6" PVC Storm Sewer Lateral	LF	1200	$33.70	$40,440.00	$31.00	$37,200.00	$37.00	$44,400.00	$36.00	$43,200.00	$31.00	$37,200.00	$41.00	$49,200.00	$35.00	$42,000.00	$37.00	$44,400.00	$37.27	$44,724.00	$42.00	$50,400.00
ST-12	Provide 24"X6" Storm Branch or Inserta Tee	EA	2	$235.00	$470.00	$250.00	$500.00	$500.00	$1,000.00	$250.00	$500.00	$290.00	$580.00	$436.00	$872.00	$250.00	$500.00	$225.00	$450.00	$422.18	$844.36	$171.00	$342.00
ST-13	Provide 18"X6" Storm Branch or Inserta Tee	EA	2	$235.00	$470.00	$250.00	$500.00	$500.00	$1,000.00	$250.00	$500.00	$290.00	$580.00	$436.00	$872.00	$250.00	$500.00	$250.00	$500.00	$472.68	$945.36	$171.00	$342.00
ST-14	Provide 12"X6" Storm Branch or Inserta Tee	EA	7	$235.00	$1,645.00	$250.00	$1,750.00	$500.00	$3,500.00	$250.00	$1,750.00	$290.00	$2,030.00	$436.00	$3,052.00	$250.00	$1,750.00	$250.00	$1,750.00	$472.68	$3,308.76	$223.00	$1,561.00
ST-15	Provide 8"X6" Storm Branch	EA	6	$150.00	$900.00	$155.00	$930.00	$300.00	$1,800.00	$105.00	$630.00	$185.00	$1,110.00	$152.00	$912.00	$120.00	$720.00	$160.00	$960.00	$353.50	$2,121.00	$91.00	$546.00
ST-16	Provide 5' Diameter Storm Manhole	VF	15	$731.00	$10,965.00	$615.00	$9,225.00	$700.00	$10,500.00	$750.00	$11,250.00	$730.00	$10,950.00	$788.00	$11,820.00	$940.00	$14,100.00	$645.00	$9,675.00	$771.74	$11,576.10	$950.00	$14,250.00
ST-17	Provide 4' Diameter Storm Manhole	VF	105	$617.00	$64,785.00	$705.00	$74,025.00	$550.00	$57,750.00	$715.00	$75,075.00	$785.00	$82,425.00	$640.00	$67,200.00	$680.00	$71,400.00	$605.00	$63,525.00	$767.34	$80,570.70	$694.00	$72,870.00
ST-18	Provide Type B Inlet	EA	12	$3,030.00	$36,360.00	$3,100.00	$37,200.00	$2,500.00	$30,000.00	$2,900.00	$34,800.00	$2,785.00	$33,420.00	$2,968.00	$35,616.00	$2,745.00	$32,940.00	$2,925.00	$35,100.00	$2,986.72	$35,840.64	$2,826.00	$33,912.00
ST-19	Provide Type A Inlet	EA	3	$2,200.00	$6,600.00	$2,700.00	$8,100.00	$2,000.00	$6,000.00	$2,700.00	$8,100.00	$1,920.00	$5,760.00	$2,324.00	$6,972.00	$1,920.00	$5,760.00	$2,300.00	$6,900.00	$2,477.67	$7,433.01	$2,064.00	$6,192.00
ST-20	Connect to Structure and/or Existing Pipe	EA	2	$680.00	$1,360.00	$750.00	$1,500.00	$1,500.00	$3,000.00	$800.00	$1,600.00	$450.00	$900.00	$1,521.00	$3,042.00	$1,360.00	$2,720.00	$950.00	$1,900.00	$2,272.50	$4,545.00	$1,000.00	$2,000.00
ST-21	Provide 24" RCP Endwall	EA	1	$1,585.00	$1,585.00	$1,300.00	$1,300.00	$1,500.00	$1,500.00	$1,400.00	$1,400.00	$1,275.00	$1,275.00	$1,378.00	$1,378.00	$1,180.00	$1,180.00	$1,400.00	$1,400.00	$1,511.97	$1,511.97	$1,400.00	$1,400.00
WATER MAIN																							
W-01	Provide 8" PVC Water Main (Granular Backfill)	LF	60	$78.10	$4,686.00	$69.00	$4,140.00	$80.00	$4,800.00	$70.00	$4,200.00	$67.18	$4,030.80	$74.00	$4,440.00	$90.00	$5,400.00	$81.00	$4,860.00	$75.25	$4,515.00	$84.00	$5,040.00
W-02	Provide 8" PVC Water Main (Natural Backfill)	LF	2300	$48.20	$110,860.00	$49.00	$112,700.00	$49.00	$112,700.00	$45.00	$103,500.00	$47.00	$108,100.00	$47.00	$108,100.00	$50.00	$115,000.00	$53.00	$121,900.00	$50.46	$116,058.00	$47.50	$109,250.00
W-03	Provide 1" HDPE Water Service - Open Cut	LF	1250	$31.15	$38,937.50	$21.00	$26,250.00	$28.00	$35,000.00	$33.00	$41,250.00	$45.00	$56,250.00	$30.00	$37,500.00	$30.00	$37,500.00	$30.00	$37,500.00	$30.40	$38,000.00	$26.00	$32,500.00
W-04	Provide 1" Corporation and Curb Stop	EA	33	$445.00	$14,685.00	$484.00	$15,972.00	$600.00	$19,800.00	$475.00	$15,675.00	$500.00	$16,500.00	$589.00	$19,437.00	$560.00	$18,480.00	$500.00	$16,500.00	$870.74	$28,734.42	$561.00	$18,513.00
W-05	Provide 2" Corporation with Plug/Saddle and 2" Galvanized Pipe	EA	2	$900.00	$1,800.00	$922.00	$1,844.00	$1,200.00	$2,400.00	$800.00	$1,600.00	$900.00	$1,800.00	$1,042.00	$2,084.00	$580.00	$1,160.00	$850.00	$1,700.00	$2,727.00	$5,454.00	$1,200.00	$2,400.00
W-06	Provide 8" Gate Valve	EA	6	$2,600.00	$15,600.00	$2,800.00	$16,800.00	$3,000.00	$18,000.00	$3,025.00	$18,150.00	$2,600.00	$15,600.00	$2,978.00	$17,868.00	$2,740.00	$16,440.00	$2,750.00	$16,500.00	$3,058.28	$18,349.68	$2,688.00	$16,128.00
W-07	Provide 6" Gate Valve	EA	5	$1,825.00	$9,125.00	$1,950.00	$9,750.00	$2,200.00	$11,000.00	$2,150.00	$10,750.00	$1,845.00	$9,225.00	$2,155.00	$10,775.00	$2,000.00	$10,000.00	$2,000.00	$10,000.00	$2,257.35	$11,286.75	$1,935.00	$9,675.00
W-08	Provide Connection to Existing Water Main	EA	2	$1,445.00	$2,890.00	$1,000.00	$2,000.00	$800.00	$1,600.00	$1,000.00	$2,000.00	$1,500.00	$3,000.00	$2,181.00	$4,362.00	$2,140.00	$4,280.00	$950.00	$1,900.00	$2,169.48	$4,338.96	$2,400.00	$4,800.00
W-09	Provide Connection to Existing Water Main 8"x 8" Tapping Tee and Valve	EA	1	$6,910.00	$6,910.00	$5,200.00	$5,200.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,675.00	$5,675.00	$6,790.00	$6,790.00	$5,970.00	$5,970.00	$5,695.00	$5,695.00	$6,759.93	$6,759.93	$7,193.00	$7,193.00
W-10	Provide Hydrant 6.5' Bury	EA	5	$5,820.00	$29,100.00	$6,100.00	$30,500.00	$6,000.00	$30,000.00	$5,400.00	$27,000.00	$5,315.00	$26,575.00	$5,910.00	$29,550.00	$5,500.00	$27,500.00	$5,515.00	$27,575.00	$5,922.64	$29,613.20	$5,764.00	$28,820.00
W-11	Provide 6" PVC Hydrant Lead	LF	40	$36.00	$1,440.00	$50.00	$2,000.00	$50.00	$2,000.00	$40.00	$1,600.00	$40.00	$1,600.00	$42.00	$1,680.00	$76.00	$3,040.00	$47.00	$1,880.00	$47.10	$1,884.00	$55.50	$2,220.00
W-12	Provide Water Main Offset	EA	1	$2,240.00	$2,240.00	$3,350.00	$3,350.00	$500.00	$500.00	$1,500.00	$1,500.00	$2,540.00	$2,540.00	$3,242.00	$3,242.00	$4,360.00	$4,360.00	$2,500.00	$2,500.00	$4,242.00	$4,242.00	$3,448.00	$3,448.00
W-13	Provide 1" HDPE with Plug, 60' in Length	EA	33	$95.00	$3,135.00	$148.00	$4,884.00	$100.00	$3,300.00	$150.00	$4,950.00	$85.00	$2,805.00	$222.00	$7,326.00	$42.00	$1,386.00	$90.00	$2,970.00	$96.57	$3,186.81	$1,000.00	$33,000.00
W-14	Abandon/Remove Water Main and Appurtenances	LS	1	$500.00	$500.00	$500.00	$500.00	$1,500.00	$1,500.00	$800.00	$800.00	$550.00	$550.00	$1,089.00	$1,089.00	$811.00	$811.00	$1,500.00	$1,500.00	$2,020.00	$2,020.00	$1,000.00	$1,000.00
STREET AND DRAINAGE																							
SD-01	Provide Clearing and Grubbing	LS	1	$5,000.00	$5,000.00	$11,202.50	$11,202.50	$4,000.00	$4,000.00	$3,915.00	$3,915.00	$4,000.00	$4,000.00	$4,121.00	$4,121.00	$4,678.50	$4,678.50	$3,876.00	$3,876.00	$4,040.00	$4,040.00	$2,050.00	$2,050.00
SD-02	Unclassified Excavation (Street and Swales)	CY	2900	$14.07	$40,803.00	$7.65	$22,185.00	$5.60	$16,240.00	$7.70	$22,330.00	$14.10	$40,890.00	$14.50	$42,050.00	$14.50	$42,050.00	$14.35	$41,615.00	$7.81	$22,649.00	$16.74	$48,546.00
SD-03	Excavation and Placing Fill Stockpile	CY	2710	$0.10	$271.00	$4.20	$11,382.00	$4.80	$13,008.00	$4.22	$11,436.20	$0.10	$271.00	$0.10	$271.00	$0.10	$271.00	$0.11	$298.10	$4.26	$11,544.60	$4.73	$12,818.30
SD-04	Excavation and Placing Topsoil Stockpile	CY	3965	$4.10	$16,256.50	$3.90	$15,463.50	$4.80	$19,032.00	$3.90	$15,463.50	$4.10	$16,256.50	$4.20	$16,653.00	$4.20	$16,653.00	$4.18	$16,573.70	$3.95	$15,661.75	$6.78	$26,882.70
SD-05	Topsoil Stripping	SY	3400	$0.88	$2,992.00	$1.45	$4,930.00	$1.00	$3,400.00	$1.45	$4,930.00	$0.90	$3,060.00	$0.90	$3,060.00	$0.90	$3,060.00	$0.90	$3,060.00	$1.45	$4,930.00	$0.33	$1,122.00
SD-06	Backyard Drainage Swale Ditching	LF	2500	$1.70	$4,250.00	$6.00	$15,000.00	$5.00	$12,500.00	$6.20	$15,500.00	$1.70	$4,250.00	$1.80	$4,500.00	$1.75	$4,375.00	$1.73	$4,325.00	$6.24	$15,600.00	$4.00	$10,000.00
SD-07	Temporary Ditching	LF	350	$1.70	$595.00	$3.50	$1,225.00	$7.00	$2,450.00	$3.65	$1,277.50	$1.70	$595.00	$1.80	$630.00	$1.75	$612.50	$1.73	$605.50	$3.65	$1,277.50	$5.00	$1,750.00
SD-08	Provide 1 1/4" Crushed Aggregate Base Course	TON	5700	$14.65	$83,505.00	$15.85	$90,345.00	$14.00	$79,800.00	$16.00	$91,200.00	$14.65	$83,505.00	$15.10	$86,070.00	$15.00	$85,500.00	$14.94	$85,158.00	$16.64	$94,848.00	$14.40	$82,080.00
SD-09	Provide 1 1/4" Crushed Aggregate Base Course (Sidewalk/Ramps)	TON	60	$15.00	$900.00	$16.30	$978.00	$18.00	$1,080.00	$16.50	$990.00	$15.00	$900.00	$15.50	$930.00	$15.40	$924.00	$15.30	$918.00	$20.20	$1,212.00		

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Project 24-04

Waterview Heights Utility and Street Construction Phase II

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9		BIDDER NO. 10	
				Peters Concrete Company		Kruczek Construction Inc.		Carl Bowers & Sons Const. Co., Inc.		Jossart Brothers, Inc.		Feaker & Sons Co Inc		Dorner Inc.		PTS Contractors, Inc		David Tenor Corporation		De Groot, Inc		Advance Construction Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-10	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	TON	700	$71.30	$49,910.00	$71.50	$50,050.00	$71.30	$49,910.00	$73.44	$51,408.00	$71.30	$49,910.00	$73.50	$51,450.00	$73.40	$51,380.00	$72.73	$50,911.00	$74.17	$51,919.00	$71.30	$49,910.00
SD-11	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	900	$74.60	$67,140.00	$75.00	$67,500.00	$74.60	$67,140.00	$76.84	$69,156.00	$74.60	$67,140.00	$76.90	$69,210.00	$76.70	$69,030.00	$76.09	$68,481.00	$77.61	$69,849.00	$74.60	$67,140.00
SD-12	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	4500	$14.47	$65,115.00	$14.75	$66,375.00	$14.47	$65,115.00	$14.90	$67,050.00	$14.50	$65,250.00	$14.70	$66,150.00	$14.90	$67,050.00	$14.44	$64,980.00	$14.88	$66,960.00	$16.30	$73,350.00
SD-13	Remove and Replace 24" Concrete Curb and Gutter	LF	20	$40.00	$800.00	$56.00	$1,120.00	$40.00	$800.00	$67.00	$1,340.00	$45.00	$900.00	$46.40	$928.00	$47.00	$940.00	$50.45	$1,009.00	$61.96	$1,239.20	$45.00	$900.00
SD-14	Provide 8" Concrete Sidewalk, Ramp, and Driveway	SY	20	$81.00	$1,620.00	$84.00	$1,680.00	$81.00	$1,620.00	$83.50	$1,670.00	$81.00	$1,620.00	$103.00	$2,060.00	$83.00	$1,660.00	$101.00	$2,020.00	$104.03	$2,080.60	$85.00	$1,700.00
SD-15	Provide 6" Concrete Sidewalk, Ramp, and Driveway	SY	60	$63.00	$3,780.00	$68.00	$4,080.00	$63.00	$3,780.00	$64.90	$3,894.00	$63.00	$3,780.00	$90.70	$5,442.00	$64.00	$3,840.00	$88.88	$5,332.80	$91.55	$5,493.00	$70.00	$4,200.00
SD-16	Provide 4" Concrete Sidewalk, Ramp, and Driveway	SY	200	$56.00	$11,200.00	$57.00	$11,400.00	$56.00	$11,200.00	$57.70	$11,540.00	$56.00	$11,200.00	$64.90	$12,980.00	$57.00	$11,400.00	$63.63	$12,726.00	$65.54	$13,108.00	$60.00	$12,000.00
SD-17	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	1400	$1.00	$1,400.00	$1.00	$1,400.00	$1.00	$1,400.00	$1.05	$1,470.00	$1.00	$1,400.00	$2.10	$2,940.00	$1.00	$1,400.00	$2.02	$2,828.00	$2.08	$2,912.00	$1.00	$1,400.00
SD-18	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	10	$6.00	$60.00	$6.00	$60.00	$6.00	$60.00	$6.15	$61.50	$6.00	$60.00	$3.00	$30.00	$6.20	$62.00	$3.03	$30.30	$3.12	$31.20	$6.00	$60.00
SD-19	Provide Detectable Warning Field 2'X5' (Natural)	EA	9	$320.00	$2,880.00	$328.00	$2,952.00	$320.00	$2,880.00	$330.00	$2,970.00	$320.00	$2,880.00	$330.00	$2,970.00	$330.00	$2,970.00	$323.00	$2,907.00	$332.90	$2,996.10	$320.00	$2,880.00
SD-20	Site Demolition-Remove Existing Gravel Driveway and Curb Ramp	LS	1	$3,075.00	$3,075.00	$500.00	$500.00	$1,000.00	$1,000.00	$515.00	$515.00	$3,075.00	$3,075.00	$3,168.00	$3,168.00	$3,165.00	$3,165.00	$3,136.50	$3,136.50	$555.50	$555.50	$9,000.00	$9,000.00
SD-21	Landscaping - Topsoil, Seed, Fertilizer and Erosion Control (Class1) for Drainage Swales	SY	6300	$2.75	$17,325.00	$2.85	$17,955.00	$2.30	$14,490.00	$2.85	$17,955.00	$2.75	$17,325.00	$2.80	$17,640.00	$2.80	$17,640.00	$3.15	$19,845.00	$2.91	$18,333.00	$2.55	$16,065.00
SD-22	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	26050	$1.15	$29,957.50	$1.00	$26,050.00	$0.95	$24,747.50	$1.15	$29,957.50	$1.25	$32,562.50	$1.30	$33,865.00	$1.30	$33,865.00	$2.08	$54,184.00	$1.14	$29,697.00	$1.36	$35,428.00
SPECIAL CONSTRUCTION																							
SC-01	Pipe Foundation Stabilization	CY	50	$30.00	$1,500.00	$0.10	$5.00	$20.00	$1,000.00	$0.01	$0.50	$0.01	$0.50	$24.00	$1,200.00	$23.00	$1,150.00	$0.01	$0.50	$25.25	$1,262.50	$35.00	$1,750.00
SC-02	Silt Fence	LF	400	$2.00	$800.00	$2.30	$920.00	$2.00	$800.00	$2.30	$920.00	$1.85	$740.00	$2.40	$960.00	$1.90	$760.00	$2.30	$920.00	$2.37	$948.00	$1.85	$740.00
SC-03	Provide Polystyrene Insulation Board (4' Wide)	LF	25	$7.00	$175.00	$20.40	$510.00	$5.00	$125.00	$7.50	$187.50	$7.00	$175.00	$10.00	$250.00	$7.40	$185.00	$7.75	$193.75	$12.12	$303.00	$6.00	$150.00
SC-04	Erosion Bale Ditch Checks	EA	20	$145.00	$2,900.00	$86.70	$1,734.00	$75.00	$1,500.00	$90.00	$1,800.00	$145.00	$2,900.00	$149.00	$2,980.00	$150.00	$3,000.00	$86.70	$1,734.00	$101.00	$2,020.00	$55.00	$1,100.00
SC-05	Inlet Protection Type A	EA	2	$145.00	$290.00	$153.00	$306.00	$150.00	$300.00	$125.00	$250.00	$145.00	$290.00	$149.00	$298.00	$150.00	$300.00	$110.00	$220.00	$151.50	$303.00	$105.00	$210.00
SC-06	Inlet Protection Type B	EA	4	$55.00	$220.00	$50.00	$200.00	$65.00	$260.00	$75.00	$300.00	$55.00	$220.00	$62.00	$248.00	$57.00	$228.00	$75.00	$300.00	$75.75	$303.00	$50.00	$200.00
SC-07	Inlet Protection Type D	EA	14	$115.00	$1,610.00	$100.00	$1,400.00	$90.00	$1,260.00	$85.00	$1,190.00	$115.00	$1,610.00	$118.00	$1,652.00	$118.00	$1,652.00	$100.00	$1,400.00	$126.25	$1,767.50	$95.00	$1,330.00
SC-08	Medium Rip Rap with Geotextile Fabric (Type HR)	SY	60	$40.00	$2,400.00	$30.00	$1,800.00	$48.00	$2,880.00	$40.00	$2,400.00	$30.00	$1,800.00	$62.00	$3,720.00	$31.00	$1,860.00	$26.00	$1,560.00	$50.50	$3,030.00	$60.00	$3,600.00
SC-09	Tracking Pad	EA	1	$750.00	$750.00	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$1,550.00	$1,550.00	$1,000.00	$1,000.00	$1,236.00	$1,236.00	$1,500.00	$1,500.00	$1,530.00	$1,530.00	$1,666.50	$1,666.50	$1,200.00	$1,200.00
SC-10	Install Cluster Mail Boxes	EA	2	$500.00	$1,000.00	$400.00	$800.00	$500.00	$1,000.00	$415.00	$830.00	$450.00	$900.00	$436.00	$872.00	$410.00	$820.00	$408.00	$816.00	$606.00	$1,212.00	$350.00	$700.00
		TOTAL AMOUNT BID:			**$1,250,973.25**		**$1,269,000.00**		**$1,270,982.50**		**$1,274,507.20**		**$1,280,335.30**		**$1,337,575.00**		**$1,339,000.00**		**$1,394,014.15**		**$1,430,302.19**		**$1,505,090.50**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 24-06 Concrete Street Repairs to Sommers Construction Co., Inc. in the amount of $505,177.00.**

The Board of Public Works at the April 8, 2024 meeting approved award of Contract 24-06 Concrete Street Repairs to Sommers Construction Co., Inc. in the amount of $505,177.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2024 0408 CI_BOPW_Award_24-06 (PDF)
- 2024 0328 CE_Project 24-06_Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 8, 2024

RE: **Consideration and possible action on award of Contract 24-06 Concrete Street Repairs***

The Engineering Department received bids on Project 24-06 Concrete Street Repairs on March 28, 2024. This project involves colored concrete sealing, concrete street rehabilitation on Millennium Court, Enterprise Drive, and O'Keefe Road, and spot concrete street repairs throughout the city. The bids received are as follows:

Contractor	Amount
Sommers Construction Co., Inc.	$505,177.00
Vinton Construction Company	$547,337.40
Al Dix Concrete Inc.	$687,575.00

The allocated amount from the capital improvement budget is $550,000. Funding will be General Obligation Debt for Street Management.

Staff's recommendation is to accept the bid from Sommers Construction Co., Inc. in the amount of $505,177.00.

Attachments:
2024 0328 Project 24-06 Bid Tabulation (PDF)

DE PERE

Project 24-06
Concrete Street Repairs

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Sommers Construction Co., Inc.		Vinton Construction Company		Al Dix Concrete Inc	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE									
SD-01	Provide 1 1/4" Crushed Aggregate Base Course	TON	100	$0.01	$1.00	$0.01	$1.00	$25.00	$2,500.00
SD-02	Remove and Replace 9-inch Doweled Concrete Pavement	SY	2800	$84.00	$235,200.00	$98.07	$274,596.00	$105.00	$294,000.00
SD-03	Remove and Replace 9-inch Doweled Concrete Pavement (HES-3DAY)	SY	10	$120.00	$1,200.00	$101.07	$1,010.70	$130.00	$1,300.00
SD-04	Remove and Replace 9-Inch Doweled Concrete Pavement (HES-24HR)	SY	10	$150.00	$1,500.00	$108.07	$1,080.70	$200.00	$2,000.00
SD-05	Remove and Replace 9-Inch Doweled Concrete Pavement (Post Partial Depth Excavation)	SY	50	$100.00	$5,000.00	$125.00	$6,250.00	$200.00	$10,000.00
SD-06	Remove and Replace 24-Inch Concrete Curb and Gutter Integral	LF	3100	$32.00	$99,200.00	$25.79	$79,949.00	$30.00	$93,000.00
SD-07	Partial Depth Concrete Pavement Joint Repair (2-foot wide)	LF	1100	$50.00	$55,000.00	$20.00	$22,000.00	$75.00	$82,500.00
SD-08	Cross-Stitching	EA	50	$55.00	$2,750.00	$40.00	$2,000.00	$100.00	$5,000.00
SD-09	Drilled Dowel Bars	EA	1900	$13.00	$24,700.00	$14.50	$27,550.00	$15.00	$28,500.00
SD-10	Drilled Tie Bars	EA	1050	$8.00	$8,400.00	$9.00	$9,450.00	$12.00	$12,600.00
SPECIAL CONSTRUCTION									
SC-01	Inlet Protection Type D	EA	24	$100.00	$2,400.00	$125.00	$3,000.00	$125.00	$3,000.00
SC-02	Adjust Inlet and Provide New Casting	EA	1	$1,800.00	$1,800.00	$1,100.00	$1,100.00	$2,000.00	$2,000.00
SC-03	Adjust Inlet Under 1-Foot	EA	21	$250.00	$5,250.00	$400.00	$8,400.00	$750.00	$15,750.00
SC-04	Adjust Inlet 1-Foot or Greater	EA	2	$500.00	$1,000.00	$600.00	$1,200.00	$1,500.00	$3,000.00
SC-05	Adjust Manhole	EA	4	$550.00	$2,200.00	$400.00	$1,600.00	$750.00	$3,000.00
SC-06	Adjust Manhole and Provide New Casting	EA	1	$2,000.00	$2,000.00	$1,100.00	$1,100.00	$2,000.00	$2,000.00
SC-07	Mortar Pipe Connections Interior of Structure	EA	4	$250.00	$1,000.00	$150.00	$600.00	$1,000.00	$4,000.00
SC-08	Colored Concrete Sealing	SF	48950	$0.88	$43,076.00	$1.00	$48,950.00	$1.50	$73,425.00
SC-09	Traffic Control	LS	1	$13,500.00	$13,500.00	$57,500.00	$57,500.00	$50,000.00	$50,000.00
		TOTAL AMOUNT BID:			**$505,177.00**		**$547,337.40**		**$687,575.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 24-09 Prosper Street Ditch Rehabilitation to Champion Excavating LLC in the amount of $59,631.90.**

The Board of Public Works at the April 8, 2024 meeting approved award of Contract 24-09 Prosper Street Ditch Rehabilitation to Champion Excavating LLC in the amount of $59,631.90 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2024 0408 CI_BOPW_Award_24-09 (PDF)
- 2024 0328 CE_Project 24-09_Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 8, 2024

RE: **Consideration and possible action on award of Contract 24-09 Prosper Street Ditch Rehabilitation***

The Engineering Department received bids on Project 24-09 Prosper Street Ditch Rehabilitation on March 28, 2024. The project consists of restoring 650 feet of ditch that is eroding from a City storm sewer to a storm water pond. The bids received were as follows:

Contractor	Base Bid
Champion Excavating LLC	$59,631.90
Peters Concrete Company	$68,187.00
Relyco Plus LLC	$73,374.50
Carl Bower & Sons Construction	$79,380.00
De Groot, Inc	$85,665.30
Highway Landscapers, Inc	$92,499.20
Calnin & Goss, LLC	$106,102.40
MRJ Inc DBA Joski Sewer	$110,566.80
Advance Construction, Inc	$124,200.00
Maroszek Excavating Inc	$174,450.00

The allocated funding from the capital improvement budget is $75,000. Funding is from the storm water utility.

Staff's recommendation is to accept the bid from Champion Excavating LLC in the amount of $59,631.90.

Attachments:
2024 0229 CE Project 24-09 Bid Tab (PDF)

DE PERE

Project 24-09
Prosper Street Ditch Rehabilitation

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9		BIDDER NO. 10	
				Champion Excavating LLC		Peters Concrete Company		Relyco Plus LLC		Carl Bowers & Sons Const. Co., Inc.		De Groot, Inc		Highway Landscapers, Inc.		Calnin & Goss, LLC		MRJ Inc DBA Joski Sewer		Advance Construction Inc.		Maroszek Excavating Inc	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SPECIAL CONSTRUCTION																							
SC-01	Provide Clearing and Grubbing	LS	1	$1,000.00	$1,000.00	$1,776.00	$1,776.00	$1,370.00	$1,370.00	$5,000.00	$5,000.00	$3,030.00	$3,030.00	$4,500.00	$4,500.00	$7,000.00	$7,000.00	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$7,500.00	$7,500.00
SC-02	Unclassified Excavation	CY	990	$21.71	$21,492.90	$17.21	$17,037.90	$22.25	$22,027.50	$18.00	$17,820.00	$23.50	$23,265.00	$15.70	$15,543.00	$30.05	$29,749.50	$32.32	$31,996.80	$16.00	$15,840.00	$65.00	$64,350.00
SC-03	Provide Silt Fence	LF	100	$1.00	$100.00	$2.00	$200.00	$5.00	$500.00	$5.00	$500.00	$3.03	$303.00	$3.00	$300.00	$8.73	$873.00	$3.70	$370.00	$2.00	$200.00	$2.00	$200.00
SC-04	Topsoil, Seed, and Mulch	SY	1300	$5.69	$7,397.00	$2.56	$3,328.00	$3.10	$4,030.00	$1.80	$2,340.00	$7.07	$9,191.00	$3.50	$4,550.00	$6.64	$8,632.00	$10.00	$13,000.00	$3.50	$4,550.00	$10.00	$13,000.00
SC-05	Topsoil, Seed, and Erosion Control Revegetation Mat (Class I)	SY	860	$7.20	$6,192.00	$3.41	$2,932.60	$3.95	$3,397.00	$2.00	$1,720.00	$8.08	$6,948.80	$4.92	$4,231.20	$9.14	$7,860.40	$10.00	$8,600.00	$6.00	$5,160.00	$15.00	$12,900.00
SC-06	Provide Medium Rip Rap with Geotextile Fabric Type HR (18" Depth)	SY	1250	$16.76	$20,950.00	$31.93	$39,912.50	$32.40	$40,500.00	$40.00	$50,000.00	$33.13	$41,412.50	$49.50	$61,875.00	$38.79	$48,487.50	$40.00	$50,000.00	$75.00	$93,750.00	$60.00	$75,000.00
SC-07	Tracking Pad	EA	1	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$1,550.00	$1,550.00	$2,000.00	$2,000.00	$1,515.00	$1,515.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00	$1,600.00	$1,600.00	$1,200.00	$1,200.00	$1,500.00	$1,500.00
		TOTAL AMOUNT BID:			**$59,631.90**		**$68,187.00**		**$73,374.50**		**$79,380.00**		**$85,665.30**		**$92,499.20**		**$106,102.40**		**$110,566.80**		**$124,200.00**		**$174,450.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 24-15 Sewer Televising to Great Lakes TV Seal, Inc. in the amount of $36,555.00.**

The Board of Public Works at the April 8, 2024 meeting approved award of Contract 24-15 Sewer Televising to Great Lakes TV Seal, Inc. in the amount of $36,555.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2024 0408 CI_BOPW_Award_24-15 (PDF)
- 2024 0404 CE_Project 24-15_Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 8, 2024

RE: **Consideration and possible action on award of Contract 24-15 Sewer Televising***

The Engineering Department received bids on Project 24-15 Sewer Televising on April 4, 2024. The bids received are as follows:

Contractor	Amount
Great Lakes TV Seal, Inc.	$36,555.00
Aqualis	$37,358.00
Speedy Clean, Inc.	$37,515.00
Green Bay Pipe & TV, LLC	$39,777.00

The allocated amount from the capital improvement budget is $80,000. Funding will be $60,000 from the storm water utility fund and $20,000 from the sewage revenue fund.

Staff's recommendation is to accept the bid from Great Lakes TV Seal, Inc. in the amount of $36,555.00.

Attachments:
2024 0404 Project 24-15 Bid Tab (PDF)

DE PERE

Project 24-15
Sewer Televising

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Great Lakes TV Seal, Inc.		AQUALIS		Speedy Clean Drain & Sewer		Green Bay Pipe & TV, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Sanitary Sewer Cleaning (8-12 Inch)	LF	500	$0.45	$225.00	$0.47	$235.00	$0.42	$210.00	$0.65	$325.00
SP-02	Storm Sewer Cleaning (8-27 Inch)	LF	21750	$0.40	$8,700.00	$0.47	$10,222.50	$0.44	$9,570.00	$0.42	$9,135.00
SP-03	Storm Sewer Cleaning (30-48 Inch)	LF	2250	$0.40	$900.00	$0.47	$1,057.50	$0.44	$990.00	$0.42	$945.00
SP-04	Storm Sewer Heavy Cleaning (8-27 Inch)	LF	5000	$0.00	$0.00	$0.01	$50.00	$0.00	$0.00	$0.05	$250.00
SP-05	Storm Sewer Heavy Cleaning (30-48 Inch)	LF	500	$0.00	$0.00	$0.01	$5.00	$0.00	$0.00	$0.05	$25.00
SP-06	Sanitary Sewer Televising (8-12 Inch)	LF	500	$0.41	$205.00	$0.44	$220.00	$0.42	$210.00	$0.65	$325.00
SP-07	Storm Sewer Televising (8-27 Inch)	LF	21750	$0.41	$8,917.50	$0.44	$9,570.00	$0.46	$10,005.00	$0.43	$9,352.50
SP-08	Storm Sewer Televising (30-48 Inch)	LF	2250	$0.41	$922.50	$0.44	$990.00	$0.44	$990.00	$0.43	$967.50
SP-09	Sewer Pipe Root Cutting (8-48 Inch)	LF	1000	$0.00	$0.00	$0.03	$30.00	$0.00	$0.00	$0.05	$50.00
SP-10	Remove Mineral Deposits	LF	1000	$0.00	$0.00	$0.03	$30.00	$0.00	$0.00	$0.05	$50.00
SP-11	Televise Sanitary Sewer Laterals (City Wide)	EA	35	$170.00	$5,950.00	$101.00	$3,535.00	$105.00	$3,675.00	$124.00	$4,340.00
SP-12	Televise Sanitary Sewer Laterals (Oak Street)	EA	8	$95.00	$760.00	$101.00	$808.00	$105.00	$840.00	$124.00	$992.00
SP-13	Televise Sanitary Sewer Laterals (Tenth Street)	EA	7	$95.00	$665.00	$101.00	$707.00	$105.00	$735.00	$124.00	$868.00
SP-14	Televise Sanitary Sewer Laterals (Twilight Drive)	EA	13	$95.00	$1,235.00	$101.00	$1,313.00	$105.00	$1,365.00	$124.00	$1,612.00
SP-15	Televise Sanitary Sewer Laterals (Good Hope Road)	EA	65	$95.00	$6,175.00	$101.00	$6,565.00	$105.00	$6,825.00	$124.00	$8,060.00
SP-16	Televise Sanitary Sewer Laterals (Georgia Drive)	EA	12	$95.00	$1,140.00	$101.00	$1,212.00	$105.00	$1,260.00	$124.00	$1,488.00
SP-17	Televise Sanitary Sewer Laterals (Franklin Street)	EA	8	$95.00	$760.00	$101.00	$808.00	$105.00	$840.00	$124.00	$992.00
			TOTAL AMOUNT BID:		**$36,555.00**		**$37,358.00**		**$37,515.00**		**$39,777.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on an application for a premises description change submitted by Aurora Rose, LLC (DBA Delights Bakery & Cafe) 143 N. Wisconsin St., Agent Heather Weisspeters, Denmark, WI.**

Aurora Rose, LLC (DBA Delights Bakery & Cafe) has held a revocable occupancy permit with the City for a sidewalk cafe since June of 2021. They are now asking for an expansion of their premises description in order to serve alcohol beverages to patrons in the sidewalk cafe area, as shown in the sketch included with their application.

ATTACHMENTS:

- Aurora Rose - DBA Delights Bakery Premises Description Change (PDF)

Premises Description Change

Form **AT-106**

Original Alcohol Beverage License Application

FOR CLERKS ONLY
Municipality
License Period

License(s) Requested

- ☐ Class "A" Beer ..... $_____
- ☒ Class "B" Beer ..... $_____
- ☒ "Class C" Wine ..... $_____
- ☐ Reserve "Class B" Liquor $_____
- ☐ "Class A" Liquor ..... $_____
- ☐ "Class B" Liquor ..... $_____
- ☐ "Class A" Liquor (Cider Only) $ 0
- ☐ "Class B" (Wine Only) Winery $_____

License Fees	$
Publication Fee	$
Background Check	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship): Aurora Rose LLC
2. Trade Name or DBA: Delights Bakery + Cafe
3. Premises Address: 143 N Wisconsin St. De Pere, WI 54115
4. County: Brown
5. Municipality: De Pere
6. Aldermanic District:
7. Mailing Address (if different from premises address):
8. FEIN: 85-3875283
9. Wisconsin Seller's Permit Number: 456-1030502420-04
10. Premises Phone: 920 339 9144
11. Premises Email: Alphadelightsdepere@gmail
12. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

Leased space in the Lee Building operated as a bakery + cafe. Consumption would occur in the dining room and outside patio seasonally. Storage is in a private, locked closet in the basement.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate..... ☒ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)?..... ☐ Yes ☒ No
   If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration	2. Date of Registration
Wisconsin	November 2020

3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ..... ☐ Yes ☒ No

Name of Parent Company	FEIN of Parent Company

4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☐ No
If yes, please explain using the space below. Attach additional sheets if necessary.

N/A

5. Agent's Last Name	Agent's First Name	Phone
Weisspeters	Heather	

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Weisspeters	Heather	Owner	920 217 9475

Part E: Attestation

Who must sign this application?

• sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
	3-27-24

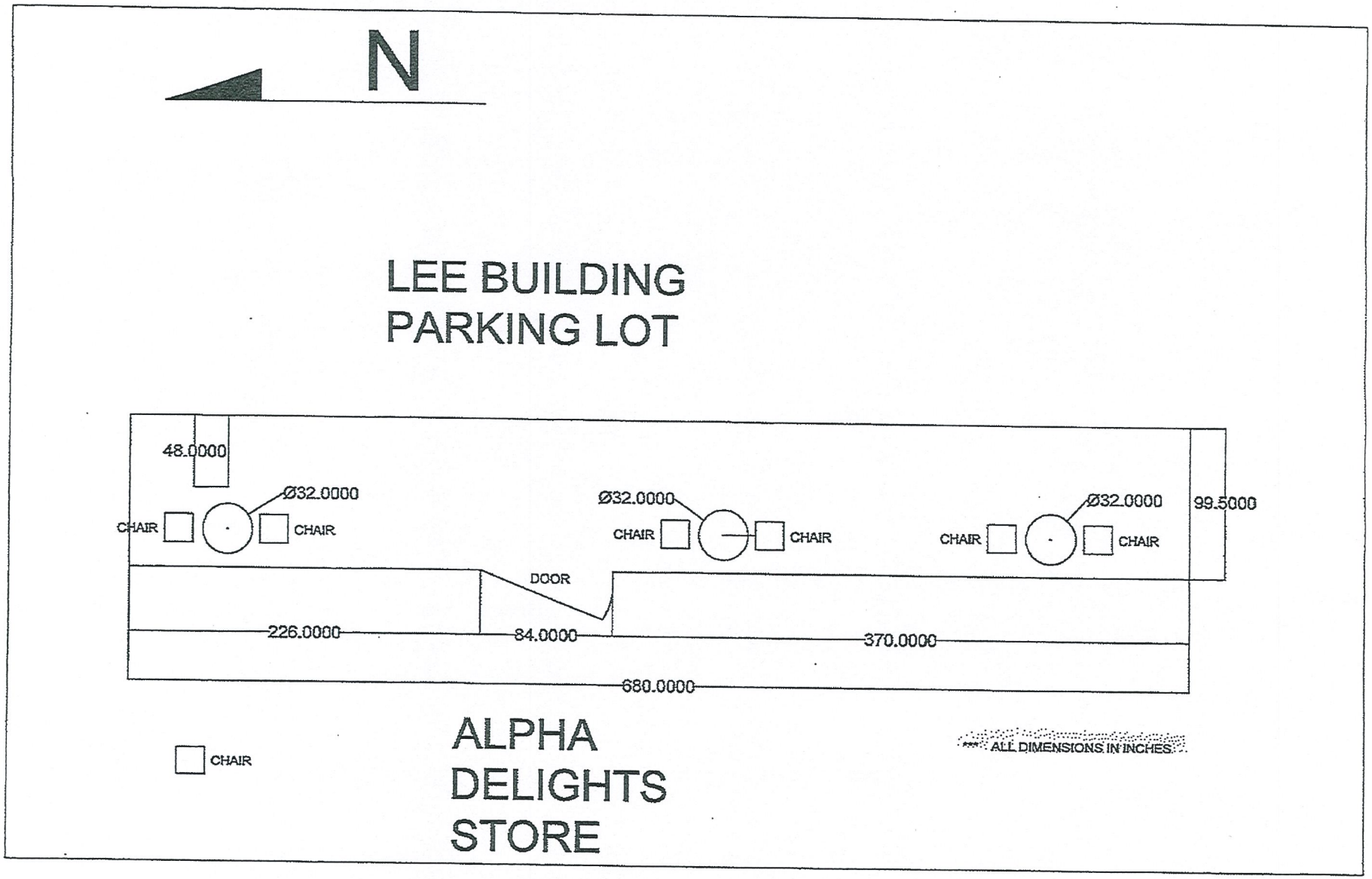
Name (Last, First, M.I.)
Weisspeters, Heather A.

Title	Email	Phone
Owner / Sole Proprietor	Alphadelightsdepere@gmail	920 339 9144

Part F: For Clerk Use Only

Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
3/28/24		
Date license granted	**License number**	**Date license issued**

Signature of Clerk/Deputy Clerk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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Ordinance #24-09 Amending Chapter 150 of the De Pere Municipal Code regarding Traffic Regulations (Section 150-23 Schedule G Parking).**

The Board of Public Works at the April 8, 2024 meeting approved amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations to allow parking on the south side of George Street between Huron and Erie Streets and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Ord24-09 (PDF)
- 2024 0408-CI-BOPW-PTTeam-Recommendations (PDF)

ORDINANCE #24-09

AMENDING CHAPTER 150 OF THE DE PERE MUNICIPAL CODE REGARDING TRAFFIC REGULATIONS (Section 150-23 Schedule G Parking)

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

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

DELETION:

No Parking			
Street	*Side of Street*	*From Curb line or Feet/Dir. of Curb line*	*To Curb line or Feet/Dir. of Start*
George Street	S	Huron Street	Erie Street

ADDITIONS:

No Parking			
Street	*Side of Street*	*From Curb line or Feet/Dir. of Curb line*	*To Curb line or Feet/Dir. of Start*
George Street	S	85' W/O Erie Street	Erie Street

Three-Hour Parking 9:00 a.m.-6:00 p.m., Mon.-Sat.			
Street	*Side of Street*	*From Curb line or Feet/Dir. of Curb line*	*To Curb line or Feet/Dir. of Start*
George Street	S	Huron Street	85' W/O Erie Street

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/08/2024
Publication Date: _____
Effective Date: _____

CITY OF DE PERE

Public Works Department

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

City Engineer Parking and Traffic Recommendations
March 27, 2024 Meeting

Parking and Parking Lot Items:

1. Consider updating the ordinance to allow parking on the south side of George Street between Huron Street and Erie Street. Parking is currently restricted on the south side.

   Recommendation:
   - Staff recommends updating the ordinance to allow "Three-Hour Parking 9:00 am to 6:00 pm, Mon.-Sat." as follows:

   No Parking
   Delete:

Street	*Side of Street*	*From Curbline*	*To Curbline*
George Street	*S*	*Huron Street*	*Erie Street*

   Insert:

Street	*Side of Street*	*From Curbline*	*To Curbline*
George Street	*S*	*85' W/O Erie Street*	*Erie Street*

   Three-Hour Parking 9:00 am to 6:00 pm, Mon.-Sat.
   Insert:

Street	*Side of Street*	*From Curbline*	*To Curbline*
George Street	*S*	*Huron Street*	*85' W/O Erie Street*

Signs – Other

2. Consider no truck route sign on Garroman Drive at American Boulevard.
   - Request is from the Police Department due to repeated use of Garroman Drive from American Boulevard.
   - Current City policy is to sign the truck routes. The no truck route signs are only used in areas with continued problems with trucks.

   Recommendation:
   - Staff recommends the installation of the no truck route sign.

3. Consider relocation of the no engine braking sign on French Road.
    - This sign is being removed by WisDOT as part of the I41/Generations Boulevard (CTH GV) intersection.
    - With the interchange construction, traffic entering the City from Generations Boulevard will not see the sign.

Recommendation:

- Move the sign to Generations Boulevard, east of the Innovation Court/French Road cul de sac.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #24-34 Authorizing Installment Payments of Sidewalk Repair or Replacement Expenses in Excess of $1,000 Ordered under Wis. Stat. §66.0907.**

The Board of Public Works at the April 8, 2024 meeting approved 2024 Sidewalk Repair Orders and Special Charges allowing for a 5 year payback option on charges in excess of $1,000 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote

ATTACHMENTS:

- Reso24-34 (PDF)
- 2024 0408 CI_BOPW_2024_Sidewalk_Orders (PDF)
- Attachment 1 - Order of the Board of Public Works (PDF)
- Attachment 2 - Yearly Program (PDF)
- Attachment 3 - Estimated Repair Costs (PDF)
- Attachment 4 - Letter to Property Owners (PDF)
- Attachment 5 - City Responsibility Notice (PDF)
- Attachment 6 - Sidewalk Repair List (PDF)
- Attachment 7 - Charges Over $1000 (PDF)

RESOLUTION #24-34

AUTHORIZING INSTALLMENT PAYMENTS OF SIDEWALK REPAIR OR REPLACEMENT EXPENSES IN EXCESS OF $1,000 ORDERED UNDER WIS. STATS. §66.0907

WHEREAS, pursuant to Wis. Stats. §66.0907, the Board of Public Works is authorized to issue orders to property owners for the repair or replacement of unsafe, defective, or insufficient sidewalk within city right-of-way adjacent to said property; and

WHEREAS, Wis. Stats. §66.0907(f) authorizes the Council, by Resolution, to provide that expenses incurred in City repair or replacement of such sidewalk be paid in annual installments as a special charge against the property until all installments have been paid; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends the Council allow for payment of such 2024 sidewalk repair or replacement expenses in up to five (5) annual installments, together with interest at the rate of 4.60% (which represents the interest rate at which the city last issued bonds, plus 1%) for costs in excess of $1,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council authorizes payment of expenses incurred by the City for 2024 sidewalk repair or replacement pursuant to Order of the Board of Public Works under Wis. Stats. §66.0907 in up to five (5) annual installments for costs in excess of $1,000, together with interest thereon at the rate of 4.60%.

BE IT FURTHER RESOLVED THAT:

> The Clerk shall charge against the parcel each year until all installments have been entered and collected like other taxes upon real estate.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/08/2024

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 8, 2024

RE: **Consideration and Possible Action on 2024 Sidewalk Repair Orders and Special Charges**

Each year staff inspects 1/8 of the City for required repairs to sidewalks. This year, the repair area is on the east side of the Fox River, south of Charles Street, east of S. Ontario Street and Jordan Road. Sidewalks are inspected pursuant to the "Defective Sidewalk and Acceptable Repairs" guidelines provided on Attachment 2.

Work will be completed under project 24-05 Sidewalk and Curb Repairs.

Property owners are notified of the special charge after the Board Meeting when the Order is approved. In 2019 through 2023, an alternative was approved by the Board allowing a 5-year payback option for property owners with special charges exceeding $1,000. The 2024 interest rate on the 5-year payback option is 4.60%. This year, 23 parcels have anticipated repairs that will exceed $1,000.

Recommendation

Staff recommends the Board approve the Order of the Board of Public Works for Sidewalk Repairs and payback period for special charges for the 2024 sidewalk repair program.

Attachments for this item include:

1. Order of the Board of Public Works
2. Yearly Program
3. Estimated Sidewalk and Sidewalk Replacement Costs
4. Sidewalk Repair Letter to Property Owners
5. Sidewalk Notification Letter for City Responsibility
6. Sidewalk Repair List
7. Charges Exceeding $1,000 for 2024

April 8, 2024

ORDER OF THE BOARD OF PUBLIC WORKS
FOR SIDEWALK REPAIRS UNDER
SECTION 66.0907, WISCONSIN STATUTES

The Board of Public Works of the City of De Pere, Brown County, Wisconsin, has found that certain sidewalks on the following streets were unsafe, defective or insufficient, to-wit:

East Side of the Fox River, South of Charles Street and East of S. Ontario Street/Jordan Road.

The Board of Public Works orders that all defective sidewalks identified on the attached property and repair listing be removed and replaced or otherwise corrected as identified therein and in accordance with the standards set forth and the established grade.

All owners of property fronting on said streets are ordered to remove and replace that portion of the sidewalk in need for repair and abutting their premises on or before the 30th day of June, 2024. If any owner fails to comply with this order, the City of De Pere shall cause the work on their sidewalk to be done by contract and shall charge the cost as a special tax against their lot or parcel. Lots or parcels with special charge costs in excess of $1,000 will have the option of paying such sidewalk replacement expenses in up to five (5) annual installments, together with interest at a rate of 4.60%.

A copy of this order shall be mailed to each owner or their agent, and shall be published in the official newspaper.

Dated at De Pere, Wisconsin, this 8th day of April, 2024

BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN

Eric P. Rakers, P.E.
City Engineer

SIDEWALK REPAIR AND REPLACEMENT PROGRAM

YEAR	DESCRIPTION OF AREA
2024	East side of Fox River, south of Charles, east of Jordan/Ontario
2025	West side of Fox River, west of RR tracks, north of Grant Street
2026	West side of Fox River, west of RR tracks, Grant to Scheuring
2027	East side of Fox River, north of Charles, west of Webster
2028	East side of Fox River, north of Charles, east of Webster
2029	West side of Fox River, east of RR tracks, north of Scheuring
2030	West side of Fox River, south of Scheuring Road
2031	East side of Fox River, south of Charles Street, west of Jordan/Ontario

GUIDELINES

DEFECTIVE SIDEWALK AND ACCEPTABLE REPAIRS		
CRITERIA	DEFECT	REPAIRS*
Vertical Displacement	3/4" high or greater for 12" of joint	---Replace ---Mudjack ---Grinding up to 2” vertical
Horizontal Displacement	Greater than 1/2" for crack 3' or longer	---Replace ---Level crack may be cleaned and filled with concrete epoxy
Profile Variance	Over 4" per slab	---Replace ---Mudjack
Inverse Slope	Trapped water	---Replace ---Mudjack
Surface Imperfections	---50% or more of slab spalled ---Missing piece 3"x3" or greater ---Over 10' of cracks per slab	---Replace ---Missing piece up to 12" x 12" may be cleaned and filled with concrete epoxy

*Ramping of Vertical Displacement or Concrete Overlay of sidewalk are NOT acceptable repairs.

CITY OF DE PERE

Public Works - Engineering Department

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

2024

ESTIMATED COSTS FOR NEW & REPLACEMENT SIDEWALK

NEW 4-INCH SIDEWALK		
Provide 4-inch Concrete Sidewalk	$8.67	
Provide ¾-inch Crushed Aggregate Base Course	0.75	
Drilled Tie Bars	0.08	
Subtotal (Per Square Foot)	$9.50	
5% Contingency	0.48	
20% Engineering & Administration	2.00	
Total (Per Square Foot)	**$11.98**	**($59.90 / LF)**
NEW 6-INCH SIDEWALK		
Provide 6-inch Concrete Sidewalk	$10.28	
Provide ¾-inch Crushed Aggregate Base Course	0.75	
Drilled Tie Bars	0.08	
Subtotal (Per Square Foot)	$11.11	
5% Contingency	0.56	
20% Engineering & Administration	2.33	
Total (Per Square Foot)	**$14.00**	**($70.00 / LF)**
REPLACEMENT 4-INCH SIDEWALK		
Remove and Replace 4-inch Concrete Sidewalk	$10.22	
Provide ¾-inch Crushed Aggregate Base Course	0.05	
Drilled Tie Bars	0.73	
Subtotal (Per Square Foot)	$11.00	
5% Contingency	0.55	
20% Engineering & Administration	2.31	
Total (Per Square Foot)	**$13.86**	**($69.30 / LF)**
REPLACEMENT 6-INCH SIDEWALK		
Provide 6-inch Concrete Sidewalk	$12.00	
Provide ¾-inch Crushed Aggregate Base Course	0.05	
Drilled Tie Bars	0.73	
Subtotal (Per Square Foot)	$12.78	
5% Contingency	0.64	
20% Engineering & Administration	2.68	
Total (Per Square Foot)	**$16.10**	**($80.50 / LF)**

CITY OF DE PERE

Engineering Division

925 S. Sixth Street, De Pere, WI | 920-339-4061 | www.deperewi.gov/engineering

DATE

«OWNER»
«Address»
«City_State_Zip»

Dear Property Owner:

In 1974, the Board of Public Works of the City of De Pere initiated a program to make all sidewalks in the City safe for pedestrians. Annually since then, sections of the city are selected by the Board on a rotating basis for review and correction. This year your area was identified.

Using guidelines set by the Board, the Engineering Department inspected the sidewalk abutting your property. Sections of sidewalk in need of correction were marked as follows:

1. **Sections Marked in Green Paint are the Homeowner's Responsibility:**
   Individual sections are sprayed with green paint. Note that multiple sections may also be marked in this way. Multiple sections marked with a green arrow indicate that all sections between, and including the arrows should be repaired. Repair of defects marked green is the property owner's responsibility.
2. **Sections marked with white paint are the City's responsibility:**
   Only defective or hazardous walk has been marked. Please note that occasionally, at the time of construction, it is found that additional adjacent walk needs to be removed and replaced to properly align the repair walk.

The findings of the Engineering Department were reported to the Board of Public Works on April 8, 2024. Upon review, the Board ordered repairs on the quantity of sidewalk panels listed below, at your property (approximate quantity):

Sidewalk Repairs at «LOCATION», Parcel ID: «PARCEL_ID»

Distress	Number of Panels	Approximate Cost
Horizontal Displacement:	«HD_PANELS» Panels	$«HD_Cost»
Vertical Displacement:	«VD_PANELS» Panels	$«VD_Cost»
Surface Imperfections:	«SI_PANELS» Panels	$«SI_Cost»
TOTAL:		**$«PRELIM_CHARGE»**

The order allows you to make the corrections yourself or to arrange to have them made by a City licensed sidewalk contractor (visit www.deperewi.gov/engineering/residents) of your choice on or before June 30, 2024. Any work remaining after that date will be done by the City's contractor. If you make any repairs by mud-jacking, grinding, or crack filling with concrete epoxy, (where allowed) please contact the Engineering Department by June 30, 2024, to have the repairs inspected and approved. Ramping of vertical displacement is NOT acceptable. The 2024 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 4-inch-thick sidewalk panel is $346.50 ($69.30 per linear foot). The 2024 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 6-inch-thick sidewalk panel across a driveway is $402.50 ($80.50 per linear foot).

If the City does the work, the costs of the repairs will be placed against your property as a special charge. Special charges shall be paid in full within 30 days of invoice to avoid interest accrual. Unpaid invoices will be charged against the parcel and collected like other taxes upon real estate.

Disturbed lawns due to the sidewalk replacement by the City contractor will be seeded. The Homeowner is required to water and maintain.

*** Property owners with invisible fences or sprinkler systems located in the City right-of-way should have these items located prior to construction. The contractor cannot guarantee the condition of these items once construction begins. Any damage to these systems is the responsibility of the property owner and not the City or its contractor.**

Your cooperation in attaining safer sidewalks is appreciated. If you should have any questions regarding this matter, please contact Rob Freeman with the City Engineering Department at 339-4072, extension 2237 or by email at rfreeman@deperewi.gov.

Sincerely,
DEPARTMENT OF PUBLIC WORKS

Chase K. Kuffel, P.E.
Assistant City Engineer

CITY OF DE PERE

Engineering Division

925 S. Sixth Street, De Pere, WI | 920-339-4061 | www.deperewi.gov/engineering

DATE

«Owner»
«Address»
«City_State_Zip»

Re: City Sidewalk Repairs at «LOCATION», «Parcel_ID»

Dear Property Owner:

In 1974 the Board of Public Works of the City of De Pere initiated a program to make all sidewalks in the City safe for pedestrians. Annually since then, the Board has selected an area of the City for review and correction. This year your area was chosen.

You are receiving this letter to inform you that the City will be performing sidewalk repairs adjacent to your property. There is no charge to you for these repairs because the terrace trees are determined to have caused the damage.

Using guidelines set by the Board, the Engineering Department inspected the sidewalk abutting your property. Sections of sidewalk in need of correction were marked as follows:

- Sections in need of repairs are marked with green or white paint.
- Sections marked with white paint are the City's responsibility. Note that multiple sections may be marked in this way.

Only defective or hazardous walk has been marked. Please note that occasionally, at the time of construction, it is found that additional adjacent walk needs to be removed and replaced to properly align the repair walk.

The sidewalk that is replaced by the City Contractor will be seeded. The property owner is required to water and maintain the landscaping area.

*** Property owners with invisible fences or sprinkling systems located in the city right-of-way should have these items located prior to construction. The contractor cannot guarantee the condition of these items once construction begins.**

Your cooperation toward the attainment of safer sidewalks is appreciated. If you should have any questions regarding this matter, please call Rob Freeman with the City Engineering Department at 339-4072, extension 2237 or contact him by email at rfreeman@deperewi.gov.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel
Assistant City Engineer

CITY OF DE PERE PROJECT 24-05 SIDEWALK AND CURB REPAIR 2024 SIDEWALK REPAIR ORDERS			Horizontal Displacement Panels (5'x5')		Vertical Displacement Panels (5'x5')		Surface Imperfections Panels (5'x5')		Total Panels
Parcel ID	Location	Owner	4-INCH	6-INCH	4-INCH	6-INCH	4-INCH	6-INCH	
ED-632-1	1402 Charles Street	HEATHER M FLECK SPECIAL NEEDS TRUST	21				7		28
ED-1129-Q-14	607 Jordan Road	JOHN S VANLANEN, ETAL	26						26
ED-1436-A	1486 Chicago Street	THOMAS J ALBRECHT	18	4					22
ED-56-2	805 Jordan Road	JEFFREY FOOTE, ETAL	11						11
ED-1203-S-13	202 Scout Way	CHARLOTTE J HAGER SURVIVORS TRUST					11		11
ED-1128-30	1700 Chicago Street	UNIFIED SCHOOL DISTRICT OF DE PERE			3			6	9
ED-1203-S-23	233 Scout Way	JOSEPH M & MALLORY A KANZENBACH			1		7		8
ED-1436-1	1525 Merrill Street	UNIFIED SCHOOL DISTRICT OF DE PERE				1		6	7
ED-645-3	1466 Barbara Lane	LAWRENCE H & SALLY J VANDEHEI					6		6
ED-582-F-21	1420 Charles Street	ALLAN L & MARY J KRUEGER	6						6
ED-1439	1426 Chicago Street	GARY J FALK	5						5
ED-371-C-18	846 Lone Oak Road	THERESA VERHAAGH					5		5
ED-1129-Q-31	1526 Merrill Street	MATTHEW T & COURTNEY L STOEHR					5		5
ED-1203-S-40	1630 Charles Street	GREGORY M PRYAL					4		4
ED-649-H-3-7	1881 Chicago Street	AURORA MEDICAL GROUP, INC.	4						4
ED-714-T-16	220 Crestview Lane	JOSHUA H & BRANDY J TOLLEFSON				2	2		4
ED-663-26	903 Jordan Road	STEVEN R & SUSAN L KARNER	4						4
ED-649-H-3-2	347 Libal Street	SAINT ANNES PROTESTANT EPISCOPAL CHURCH		2			2		4
ED-308-1	427 S Ontario Street	CRAIG M DART					2	2	4
ED-714-G-124	1725 Sunnyside Lane	THOMAS J & SHELLY A BENNIE	4						4
ED-714-G-121	1733 Sunnyside Lane	THOMAS A JAGIELO, ETAL			1		3		4
ED-2140	1180 Swan Road	LAURA BLICHARZ					4		4
ED-714-T-29	242 Nob Hill Lane	STEVEN L & ANGELA S NUTHALS					3		3
ED-313	1104 Chicago Street	JENNIFER HEEG			1		1		2
ED-648-1	1505 Chicago Street	DREW C & KATHERINE BANEY					2		2
ED-714-T-17	212 Crestview Lane	PAUL A SALLY L HELING	2						2
ED-714-T-50	264 Crestview Lane	JAMES D & JOAN M MELCHER			2				2
ED-371-C-26	831 Fribourg Street	EDWARD J FORGET	2						2
ED-371-C-24	843 Fribourg Street	LAURA TESS					2		2
ED-124-46-1	1530 Grace Street	HAYDEN LONG			2				2
ED-371-C-28	1764 Highview Street	AARON P CHEVALIER					2		2
ED-2335	1917 Horseshoe Lane	ROBERT J & LINDA L THORNTON	2						2
ED-1478	1001 Jordan Road	CORY S DEQUAINE					2		2
ED-2021	1169 Jordan Road	SHEILA M BRENWALL			2				2
ED-371-C-20	858 Lone Oak Road	EUGENE F & JEAN M DEGROOT			1		1		2
ED-1203-S-39	215 Lorrie Way	JAMES E & JUDITH G KNEISZEL	2						2
ED-714-T-25	253 Nob Hill Lane	ALLEN J & JUANITA VANDERPOEL LIVING TRUST	2						2
ED-2363	1910 Paint Horse Trail	TERRY J & CHRISTINE M HASSELBACHER	1		1				2
ED-307-1	421 S Ontario Street	LINDA S LUECKE						2	2
WD-860	403 S Sixth Street	RHONDA M KNOPE					2		2
ED-321	0 S Washington Street	UNIFIED SCHOOL DISTRICT OF DE PERE				2			2
ED-344	405 S Washington Street	MICHAEL G & CASSANDRA M DEBAUCHE						2	2
ED-1203-S-25	213 Scout Way	RYAN P & ALEANA RODIG	1		1				2
ED-714-G-256	208 Shelley Lane	WAYNE R & PAMELA A PIRMAN	1		1				2
ED-714-G-129	1706 Sunnyside Lane	RONALD W & JENNIFER J VANHANDEL			2				2
ED-714-G-123	1729 Sunnyside Lane	CYNTHIA DURAND				1		1	2
ED-714-G-107	1738 Sunnyside Lane	TIMOTHY L & MARGIE J CLAFLIN			2				2
ED-714-T-45	1512 Barbara Lane	GEORGE P & GLORIA BROWN			1				1
ED-714-G-274	250 Brule Road	STEFAN & JUDITH E L P ELLIOTT			1				1
ED-714-G-291	267 Brule Road	MICHAEL T & KRISTIN L LABOUVE			1				1
ED-714-T-18	1652 Charles Street	JAMES A & TERESA J FRIDLAND			1				1
ED-714-G-16	1738 Charles Street	MARY JO COTTER					1		1
ED-714-G-17	1744 Charles Street	DANIEL E & TAMMY J HOLMES			1				1
ED-714-G-18	1750 Charles Street	JAMES D & NANCY A SEDERSTROM			1				1
ED-714-G-20	1762 Charles Street	STEVEN J & REBECCA A LAMBERT	1						1
ED-1164	1103 Chicago Street	GUINNESS DEVELOPMENT, LLC					1		1
ED-1144	1105 Chicago Street	TODD D & ROCHELLE G DAHLQUIST			1				1
ED-2004-3	1107 Chicago Street	6 UNITS						1	1
ED-642-1	1403 Chicago Street	AUDREY E BLOOD			1				1
ED-642-4	1425 Chicago Street	ANTHONY B DIRING						1	1
ED-642-4-1	1431 Chicago Street	JOHN A & KIM M VANREMORTEL	1						1
ED-1437-4	1476 Chicago Street	MICHAEL J VANHANDEL					1		1

CITY OF DE PERE PROJECT 24-05 SIDEWALK AND CURB REPAIR 2024 SIDEWALK REPAIR ORDERS			Horizontal Displacement Panels (5'x5')		Vertical Displacement Panels (5'x5')		Surface Imperfections Panels (5'x5')		Total Panels
Parcel ID	Location	Owner	4-INCH	6-INCH	4-INCH	6-INCH	4-INCH	6-INCH	
ED-1436	1482 Chicago Street	MCR RENTALS, LLC			1				1
ED-663-F-16	1754 Martinwood Court	MICHAEL J & ELIZABETH A WAGNER					1		1
ED-714-T-14	236 Crestview Lane	GREGORY J & ANN M DECLEENE			1				1
ED-714-T-1	324 Crestview Lane	ALEXANDER & BRITTANY L WEILAND					1		1
ED-714-G-217	332 Desplaine Road	BRENTON WOLTER	1						1
WD-786	508 Dunning Drive	KELLY B & LORI A SHAW	1						1
ED-371-C-31	842 Fribourg Street	TERRANCE & DORIS KEEHAN					1		1
ED-371-C-33	854 Fribourg Street	DANIEL J STEEBER, ETAL	1						1
ED-371-C-21	861 Fribourg Street	MATTHEW S LESNESKI, ETAL			1				1
ED-371-C-65	1754 Geneva Street	LINDA D WATERMOLEN			1				1
ED-371-C-66	1760 Geneva Street	JAY J & JENNIFER L DEGROOT			1				1
ED-124-47	1602 Grace Street	THOMAS J & VICTORIA REIGNIER			1				1
ED-124-47-3	1620 Grace Street	JEFFREY N BURKARD					1		1
ED-663-17	1702 Highview Street	TIMOTHY J PALMER			1				1
ED-2186	1876 Horseshoe Lane	JAMES M JANSSEN & DEBRA A MALVITZ			1				1
ED-2187	1880 Horseshoe Lane	KATELYNN L MONFILS		1					1
ED-2188	1890 Horseshoe Lane	DANIEL E & LAURIE A RYAN LIVING TRUST			1				1
ED-2143	1901 Horseshoe Lane	NICHOLAS C BUCK			1				1
ED-2338	1941 Horseshoe Lane	KEVIN W & PAMELA L KELLY REVOCABLE TRUST OF 2021	1						1
ED-2341	1965 Horseshoe Lane	KEVIN C & PATRICIA A RAUCHHOLZ LIVING TRUST			1				1
ED-2370	1974 Horseshoe Lane	SHAWN M & MICHELE L TATE			1				1
ED-2372	1990 Horseshoe Lane	JAROD & JANEL KARBAN		1					1
ED-2001-14	1145 Jordan Road	BETTY J MEYER			1				1
ED-633-11	841 Jordan Road	KELLY P & ANNE M MCAVOY				1			1
ED-1129-Q-45	624 Knoll Terrace	SCOTT M LASEE			1				1
ED-2001-4	1758 Ledgeview Road	LUCAS J ALLEN					1		1
ED-371-C-75	1759 Ledgeview Road	HOMEOWNER					1		1
ED-2001-7	1780 Ledgeview Road	FRANKLIN & TIFFANY PARKER					1		1
ED-2133	1898 Ledgeview Road	STEVEN A YEDICA			1				1
ED-2142	1902 Ledgeview Road	SCOTT J & MICHELLE L THOMPSON			1				1
ED-371-C-13	714 Lone Oak Road	MATTHEW G & MELISSA R RENTMEESTER			1				1
ED-371-C-17	842 Lone Oak Road	COLE D HENDRICKS						1	1
ED-1203-S-27	204 Lorrie Way	JAMES & SHARON STADLER			1				1
ED-1203-S-29	224 Lorrie Way	BRADLEY W & CATHY L NUSS	1						1
ED-1203-S-33	264 Lorrie Way	JEFFREY P DICKERT	1						1
ED-663-24	1709 Mayfair Street	PAUL L SCHUELLER, ETAL			1				1
ED-1129-Q-30	1520 Merrill Street	DAVID J & JUDITH M LANDWEHR					1		1
ED-1129-Q-42	1608 Merrill Street	ERIC J & JODIE JOHNSON BLUMREICH					1		1
ED-1129-Q-44	1620 Merrill Street	ANTHONY R & BETH A TROFKA			1				1
ED-55-4	1702 Merrill Street	DENIS E & CONNIE J FINK	1						1
ED-714-T-22	227 Nob Hill Lane	DAVID L & JAMALEE DESHAZER		1					1
ED-714-T-30	238 Nob Hill Lane	DONALD & SANDDRA HARTL			1				1
ED-714-T-44	262 Nob Hill Lane	MICHAEL E & SAUNDRA L DELGIACCO			1				1
ED-714-G-166	1722 O Hearn Lane	WILLIAM J & KATHRYN M CRONE			1				1
ED-714-G-164	1730 O Hearn Lane	ROB P & JANE A HOSTETLER			1				1
ED-1129-Q-36	1503 Quinnette Lane	HOWARD & LEONA KLUG	1						1
ED-1129-Q-34	1515 Quinnette Lane	RICHARD T & MICKY J WILDE			1				1
ED-1129-Q-47	1609 Quinnette Lane	PAMELA J LEPEL	1						1
ED-309	433 S Ontario Street	JESSICA FLOM	1						1
ED-632-5	235 S Webster Avenue	MARYBETH KNIGHT					1		1
ED-2008	1817 Saddlebrook Lane	JOSEPH KUBIAK			1				1
ED-2163	1849 Saddlebrook Lane	DANIEL F & LISA A RAFFERTY		1					1
ED-2162	1855 Saddlebrook Lane	LORI K FRANCAR		1					1
ED-714-G-234	136 Shelley Lane	VANCAMP PAUL C & LINDA A LIVING TRUST			1				1
ED-714-G-238	161 Shelley Lane	STEPHEN M & ANGELA W DAVIDSON			1				1
ED-714-G-253	184 Shelley Lane	MICHAEL L & CHERYL A ROARTY			1				1
ED-714-G-267	197 Shelley Lane	JOHN F & KAREN M ERICKSON			1				1
ED-714-G-259	232 Shelley Lane	DENIS & PATRICIA ROZNOWSKI			1				1
ED-714-G-320	139 Sullivan Lane	DENISE A DOEREN, ETAL			1				1
ED-714-G-304	173 Sullivan Lane	JODI L MCWILLIAMS			1				1
ED-714-G-109	1746 Sunnyside Lane	JON T & KATHLEEN M PAZDERA			1				1

CITY OF DE PERE PROJECT 24-05 SIDEWALK AND CURB REPAIR 2024 SIDEWALK REPAIR ORDERS			Total	
Parcel ID	**Location**	**Owner**	**Panels**	**TOTAL COST**
ED-632-1	1402 Charles Street	HEATHER M FLECK SPECIAL NEEDS TRUST	28	$9,702.00
ED-1129-Q-14	607 Jordan Road	JOHN S VANLANEN, ETAL	26	$9,009.00
ED-1436-A	1486 Chicago Street	THOMAS J ALBRECHT	22	$7,847.00
ED-56-2	805 Jordan Road	JEFFREY FOOTE, ETAL	11	$3,811.50
ED-1203-S-13	202 Scout Way	CHARLOTTE J HAGER SURVIVORS TRUST	11	$3,811.50
ED-1128-30	1700 Chicago Street	UNIFIED SCHOOL DISTRICT OF DE PERE	9	$3,454.50
ED-1203-S-23	233 Scout Way	JOSEPH M & MALLORY A KANZENBACH	8	$2,772.00
ED-1436-1	1525 Merrill Street	UNIFIED SCHOOL DISTRICT OF DE PERE	7	$2,817.50
ED-645-3	1466 Barbara Lane	LAWRENCE H & SALLY J VANDEHEI	6	$2,079.00
ED-582-F-21	1420 Charles Street	ALLAN L & MARY J KRUEGER	6	$2,079.00
ED-1439	1426 Chicago Street	GARY J FALK	5	$1,732.50
ED-371-C-18	846 Lone Oak Road	THERESA VERHAAGH	5	$1,732.50
ED-1129-Q-31	1526 Merrill Street	MATTHEW T & COURTNEY L STOEHR	5	$1,732.50
ED-1203-S-40	1630 Charles Street	GREGORY M PRYAL	4	$1,386.00
ED-649-H-3-7	1881 Chicago Street	AURORA MEDICAL GROUP, INC.	4	$1,386.00
ED-714-T-16	220 Crestview Lane	JOSHUA H & BRANDY J TOLLEFSON	4	$1,498.00
ED-663-26	903 Jordan Road	STEVEN R & SUSAN L KARNER	4	$1,386.00
ED-649-H-3-2	347 Libal Street	SAINT ANNES PROTESTANT EPISCOPAL CHURCH	4	$1,498.00
ED-308-1	427 S Ontario Street	CRAIG M DART	4	$1,498.00
ED-714-G-124	1725 Sunnyside Lane	THOMAS J & SHELLY A BENNIE	4	$1,386.00
ED-714-G-121	1733 Sunnyside Lane	THOMAS A JAGIELO, ETAL	4	$1,386.00
ED-2140	1180 Swan Road	LAURA BLICHARZ	4	$1,386.00
ED-714-T-29	242 Nob Hill Lane	STEVEN L & ANGELA S NUTHALS	3	$1,039.50

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #24-35 Approving State/Municipal Financial Agreement for a State-Let Highway Project (I-41, Southbridge Road).**

The Board of Public Works at the April 8, 2024 meeting approved a State/Municipal Financial Agreement for Southbridge Interchange and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City received the attached email from the DOT regarding their upcoming I-41 Southbridge Interchange project and the need to enter into a State/Municipal Financial Agreement (SMFA). This agreement is for the anticipated costs for any sanitary sewer manhole or water valve adjustments associated with this project.

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

ATTACHMENTS:

- Reso24-35 (PDF)
- DOT Southbridge Interchange SMFA - 4-2-2024 (PDF)
- 11306881 C De Pere Southbridge Interchange SMFA ORG_032024 (PDF)

RESOLUTION #24-35

APPROVING STATE/MUNICIPAL FINANCIAL AGREEMENT
FOR A STATE – LET HIGHWAY PROJECT
(I-41, Southbridge Road)

WHEREAS, Wis. Stats. § 86.25, permits the State of Wisconsin Department of Transportation to enter into cost share agreements with local units of government; and

WHEREAS, the attached State/Municipal Agreement for a State – Let Highway Project (I.D. 1130-68-81/Design 1130-63-01) provides cost distribution for early embankment for the new Southbridge interchange, along with realignment of the frontage roads as part of the future Brown County Southbridge Connector project; and

WHEREAS, the Board of Public Works has reviewed this Agreement and recommends approval thereof;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the Mayor is hereby authorized and directed to enter into the attached State/Municipal Financial Agreement for a State – Let Highway Project.

BE IT FURTHER RESOLVED:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/08/2024

Scott Thoresen

From: Treml, Kyle - DOT <Kyle.Treml@dot.wi.gov>
Sent: Wednesday, March 20, 2024 3:36 PM
To: Scott Thoresen
Cc: Eric Rakers
Subject: State Municipal Financial Agreement - Southbridge Interchange
Attachments: 11306881 C De Pere Southbridge Interchange SMFA ORG_032024.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,

Here is the first State Municipal Financial Agreement (SMFA) that I'll need the City of De Pere to review and sign for our I-41 corridor projects. This agreement just covers anticipated local cost share items for the first construction project (Southbridge Early Fill/frontage roads) planned for a June letting. I'll be breaking these up by project so you can expect about five of these in total over the next couple of years.

Note that these are estimated costs and will be adjusted based on the actual unit prices bid by the contractor. Usually, I update the final costs after the project is awarded and send to the municipality for final review/approval.

This SMFA with the City includes estimated local cost share for sanitary manhole & water valve adjustments ($1,136) and undetermined 100% local cost share item ($16). This last item is just a placeholder in case the city wants us to add something that needs to be 100% local cost. Final costs will be invoiced to the city as the work is completed and is based on actual costs so if less sanitary manhole or water valve adjustments are needed those costs would be lower. On page 2 of the agreement, I included a table which breaks down all construction costs and who is responsible for each (Brown County, De Pere, Lawrence). Your final costs are shown in the last column labeled "Municipal Funds". The last three pages of the document show a breakdown of each item shown in the table.

If you have questions or comments on any of the items listed or language in the agreement, please let me know. I'd like to have a signed agreement in place by 4/26/24 so if you could share this with city staff and boards for review/approval soon that would be much appreciated. Thanks

Kyle Treml, P.E. | Project Manager – I41 Major Project
Wisconsin Department of Transportation
Northeast Region, Green Bay
Cell: 920-360-7029
Teams: 920-492-4167
kyle.treml@dot.wi.gov

If this is related to a records request, please email: dotdtsdnerecords@dot.wi.gov

STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Date: March 20, 2024 I.D.: 1130-68-81 (Design 1130-63-01) Road Name: I-41, Southbridge Rd Title: Appleton – De Pere Limits: SBC Early Fill and Frontage Roads County: Brown Roadway Length: 0.68 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The I-41 Project corridor, which has four travel lanes two in each direction – is congested and sees a higher rate of crashes than similarly configured freeways in Wisconsin. By federal standards, the project area has multiple roadway design deficiencies, and much of its pavement and several bridges are nearing the end of their useful lives and must be replaced.

Much of the original pavement in the corridor was built in the 1960s and has reached the end of its useful life, meaning further rehabilitations are no longer cost-effective. The project corridor also has narrow road shoulders, outdated ramp designs, and interchanges spaced too closely to one another – deficiencies that can contribute to safety and operational problems.

Proposed Improvement - Nature of work: The I-41/Southbridge interchange is a new diamond interchange proposed to connect with the future Brown County Southbridge Connector project. WisDOT identified the diamond interchange with roundabouts as the preferred alternative for this location. At the new Southbridge interchange, the roundabout alternative is the safest interchange option, provided the best traffic operations, and has the support of Brown County, Town of Lawrence, and City of De Pere.

Work as part of the 1130-68-81 project will include placement of early embankment for the new interchange along with the realignment of the frontage roads. A new roundabout will be constructed at the Mid Valley Drive/future County EB intersection. Other work will include wick drain installation, stormwater pond construction, storm sewer, signing, and pavement marking.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Fourteen water valve boxes will be adjusted to match the new roadway grades. Eight sanitary manholes will be adjusted to match the new roadway grades.

	SUMMARY OF COSTS						
Phase	**Total Est. Cost**	**Federal/State Funds**	**%**	**Other Funds**	**%**	**Municipal Funds**	**%**
Design Engineering: Plan Development	NA	NA		NA		NA	
Real Estate Acquisition: Acquisition	NA	NA		NA		NA	
Utility Coordination: Utility Relocations	NA	NA		NA		NA	
[1]Construction:							
Category 1000 – Roadway Items	$16,651,979	$16,651,979	100%	$0	0%	$0	0%
Category 1100 – Lighting	$36,494	$36,494	100%	$0	0%	$0	0%
Category 1600 – Town of Lawrence (Stamping Colored Concrete)	$7,038	$6,334	90%	$704	10%	$0	0%
Category 1610 – City of De Pere	$16	$0	0%	$0	0%	$16	100%
Category 1620 – Brown County	$16	$0	0%	$16	100%	$0	0%
Category 1630 – Town of Lawrence	$16	$0	0%	$16	100%	$0	0%
Category 1700 – Sanitary & Water Valve Adjustments (Town of Lawrence)	$16,744	$15,070	90%	$1,674	10%	$0	0%
Category 1710 – Sanitary & Water Valve Adjustments (City of De Pere)	$11,362	$10,226	90%	$0	0%	$1,136	10%
Category 1800 – State Funded	$1,955	$1,955	100%	$0	0%	$0	0%
Construction Subtotal	$16,725,620	$16,722,058		$2,410		$1,152	
Total Est. Cost Distribution	**$16,725,620**	**$16,722,058**		**$2,410**		**$1,152**	

1. Estimates include construction engineering estimated at 15%.
2. Costs shown are estimates only and may be updated as design progresses.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [1] – [6]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

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

Name (print) Title

Signature Date

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

Name Title

Signature Date

TERMS AND CONDITIONS:

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

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

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

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

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

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

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

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

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

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

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

   (k) Low maintenance roundabout landscaping

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

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

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

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

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

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

(f) Parking lane costs.

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

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

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

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

7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

Construction ID 1130-68-81

The Project Agreement will be revised if necessary, as the project progresses. All cost shown are approximate and subject to final audit.

Category 1000 – Roadway Items

The State will pay 100% of the construction costs under Category 1000 Roadway Items unless otherwise noted.

Category 1100 – Lighting Items

The State will pay 100% of the construction costs under Category 1100 Lighting Items unless otherwise noted.

Category 1600 – Town of Lawrence (Stamping Colored Concrete)

The State will pay 90% of the construction costs under Category 1600 Town of Lawrence (Stamping Colored Concrete). The Municipality is responsible for 100% of the cost to stamp the colored concrete. Estimated additional cost to stamp the concrete is $15/CY or approximately 10% of the total Stamping Colored Concrete bid item below.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
405.1000	Stamping Colored Concrete	CY	36	$170.00	$6,120.00

1130-68-81 Construction Total:	$6,120.00
15% Construction Engineering:	$918.00
1130-68-81 Project Total:	**$7038.00**

Category 1610/1620/1630 – City of De Pere/Brown County/Town of Lawrence

In accordance with Local Participation Policy Section 3-25-5 of the State's Program Management Manual, proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
305.0120	Base Aggregate Dense 1 ¼-Inch	Ton	1	$14.00	$14.00

1130-68-81 Construction Total:	$14.00
15% Construction Engineering:	$2.00
1130-68-81 Project Total:	**$16.00**

Category 1700 – Sanitary & Water Valve Adjustments (Town of Lawrence)

Wisconsin State Stature 84.295 (4m) Municipal Utility Relocation; Freeway Construction

(a) The state shall pay 90 percent of the eligible costs of the relocation or replacement of any municipal utility facilities required by the construction of any freeway undertaken by the department. The affected municipal utility shall pay the balance of such costs.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
SPV.0060	Adjusting Sanitary Manhole Covers	Each	13	$780.00	$10,140.00
SPV.0060	Adjusting Water Valve Boxes	Each	17	$260.00	$4,420.00

1130-68-81 Construction Total:	$14,560.00
15% Construction Engineering:	$2,184.00
1130-68-81 Project Total:	**$16,744.00**

Category 1710 – Sanitary & Water Valve Adjustments (City of De Pere)

Wisconsin State Stature 84.295 (4m) Municipal Utility Relocation; Freeway Construction

(a) The state shall pay 90 percent of the eligible costs of the relocation or replacement of any municipal utility facilities required by the construction of any freeway undertaken by the department. The affected municipal utility shall pay the balance of such costs.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
SPV.0060	Adjusting Sanitary Manhole Covers	Each	8	$780.00	$6,240.00
SPV.0060	Adjusting Water Valve Boxes	Each	14	$260.00	$3,640.00

1130-68-81 Construction Total:	$9,880.00
15% Construction Engineering:	$1,482.00
1130-68-81 Project Total:	**$11,362.00**

Category 1800 – State Funded

The State will pay 100% of the construction costs under Category 1800 State Funded unless otherwise noted.

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #24-36 Authorizing Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Scheuring Reservoir Cleaning & Overcoating).**

The Board of Public Works at the April 8, 2024 meeting authorized an Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. for Scheuring Reservoir Cleaning & Overcoating in the amount of $26,900 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso24-36 (PDF)
- Water Tower Clean and Coat, Inc.4-8-24 (PDF)
- Exhibit A-Water Tower Clean and Coat, Inc. (PDF)
- Exhibit B-Water Tower Clean and Coat, Inc. (PDF)
- Scheuring Road Reservoir Clean & Overcoat 2024-04-08 REV (PDF)
- Reservoir Cleaing and Painting Proposal Summary 2024 (PDF)

RESOLUTION #24-36

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(Scheuring Reservoir Cleaning & Overcoating)

WHEREAS, the City is in need of contracting with a company for exterior cleaning and overcoating services to the Scheuring Reservoir; and

WHEREAS, Water Tower Clean and Coat, Inc. has available and offers to provide personnel and facilities necessary to accomplish such services, subject to the terms and conditions of the attached Agreement for Contractor Services; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into the Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/08/2024

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC. (Enterprise Reservoir Cleaning & Overcoating)

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and Water Tower Clean and Coat, Inc., a Wisconsin corporation ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those exterior cleaning and overcoating services described in the City's Request for Proposals 2024 Enterprise Reservoir Cleaning and Overcoating, dated January 24, 2024, attached hereto and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's Proposal attached and incorporated as Exhibit B in a lump sum at the conclusion of the project. A detailed invoice shall be submitted to the City showing the specific work done.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile Liability

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

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

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

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

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

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

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

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

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

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

Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:	If to Contractor:
City of De Pere	Water Tower Clean and Coat, Inc.
Attention: Director of Public Works	Attention: Sam Paque, Project Manager
925 South Sixth Street	W13280 Klamer Road
De Pere, WI 54115	Lodi, WI 53555

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

WATER TOWER CLEAN AND COAT, INC.
By:

_____
Sam Paque, Project Manager

_____

CITY OF DE PERE
By:

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

Approved as to Form:

_____
Anthony S. Wachewicz, City Attorney

CITY OF DE PERE

Public Works Department

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

January 24, 2024

RE: Request for Proposals
2024 Scheuring Reservoir Cleaning & Overcoating

The City of De Pere is requesting a proposal from your firm to perform exterior cleaning and overcoating of the City's Scheuring Road concrete ground storage reservoir.

Scheuring Reservoir

The Scheuring Reservoir, located at 1340 Scheuring Road, is a 250,000-gallon concrete ground storage reservoir that was constructed in 1982. Your firm will be required to review existing drawings and as-built documents and any other pertinent information regarding the reservoir in order to complete the scope of work for this project. (See picture below) The overflow height of the reservoir is 16-feet (641.00 elev.). The diameter of the tank is 55-feet.

Scope of Work:

1. Review existing drawings and as-built documents for the reservoir and any other pertinent information regarding the reservoir to complete the scope of work for the project.

2. The cleaning and overcoat painting shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statues, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.

3. Prepare all reports for Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.

4. Aggressive power wash of entire reservoir.

5. Overcoat of Euclid Tammscoat color Desert Sand on the tank and roof, or equivalent(s) of entire reservoir. Example: Tnemec Series 180 Tneme-Crete would be an acceptable replacement provided the color schemes match the existing, per City approval.

6. The overcoat painting will be warranted to be free of defects for a period of five (5) years. The five (5) year warranty shall include all parts and labor to address any defects.

7. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the exterior cleaning and overcoating of the reservoir.

Hours of Work:

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

Payment:

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

1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the exterior cleaning and overcoating of the reservoir.

2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The exterior cleaning and overcoating of the reservoir shall be completed by October 1, 2024.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000 per person/per accident.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The contractor shall take precautions to prevent damage to property and any underground lines and shall restore the site to the conditions existing prior to the start of the project, including the restoration of any damage to, or tracks left in grassy areas caused by large equipment. Topsoil, seed, and mulch landscape restoration will be required.

Additional Information:

- Sample consultant agreement is attached.

All proposals should include the following information:

1) Previous Experience: Past Work on projects of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the cleaning and overcoat painting of the standpipe reservoir, and the anticipated start date on the proposal sheet provided with this proposal to complete all work mentioned above.

Sealed proposals marked **"Scheuring Reservoir Cleaning & Painting"** on envelope are to be delivered or mailed to:

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

All sealed proposals shall be received no later to 2:00 p.m. on February 29, 2024.

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

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

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility

2024 Scheuring Reservoir Cleaning & Overcoating Proposal

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

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the price for the reservoir cleaning and overcoating to meet said requirements are as follows:

Lump Sum Price for Scheuring Reservoir Cleaning & Overcoating: $ 26,900

Water Tower Clean and Coat, Inc.
Name of Firm

W13280 Klamer Rd. Lodi, WI 53555
Address of Firm

608-234-8932
Telephone Number

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

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

Signature of Bidder

2/11/2024
Date

Sam Paque
Print or Type Name of Bidder

Project Manager
Title

Estimated Start Date: 6/1/2024

Estimated Work Days to Complete: 3

Bid is dependant on our insurance being accepted as is.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/7/2024

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	CONTACT NAME: Timothy M Anthon
B SCHULTZ INSURANCE SERVICES LLC PO Box 283 Lodi, WI 53555	PHONE (A/C, No, Ext): (608)592-7863 FAX (A/C, No): (608)592-0268 E-MAIL ADDRESS: carrie@bschultzinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Erie Insurance	
INSURER B: James River Insurance Company	
INSURER C: Employers Mutual Casualty Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: WATER TOWER CLEAN & COAT, INC
PO Box 310
W13280 Klamer Rd
Lodi, WI 53555

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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			00151592-0	1/8/2024	1/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			Q01-0831079	1/8/2024	1/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0617614	2/6/2024	2/6/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bryan W. Schultz

© 1988-2015 ACORD CORPORATION. All rights reserved.

References Previous Work Experience

Water Tower Clean and Coat, Inc. was established in 1996. We have done 1000's of projects of all kinds including Exterior Cleanings, interior touch ups, and Inspections. Below are a few references.

1.City of De Pere – We have done De Pere before.

- Cleaning and Painting the Enterprise Reservoir 2023
- DNR Inspections 2019

2 Portage, WI Matt Holtan 608 697 0730

- Water Tower Painting
- Filter Vessel Rehab Projects
- Exterior Cleanings
- Draining interior Cleaning and DNR Inspections
- Wet Interior DNR Inspections

3. Stockbridge, WI Brillion, WI Pete Litersky 920-470-9777

- DNR Inspections
- Exterior Cleanings

4. Harvard, IL Jim Grant 1 815 560 2046

- Water Tower Painting
- Exterior Cleanings
- Inspections
- Aviation Light

5. Dickeyville, WI and Kieler, WI Dale 608-778-3533

- Exterior Cleaning
- DNR Inspections
- Touch up Painting
- Overflow Modifications

6. Ledgeview, WI

- Cleaning and Overcoating the 1 Million gallon Concrete Ground Reservoir 2019

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Eric J. Zygarlicke, Water Department Supervisor
Date: April 8, 2024
RE: Consideration and Possible Action on Scheuring Road Reservoir Cleaning and Overcoating*

The Scheuring Reservoir, located at 1340 Scheuring Road, is a 250,000-gallon concrete ground storage reservoir that was constructed in 1982. This reservoir had its last 5-year DNR inspection in 2020, and last painted in 2014. The cleaning and painting will assist in extending the exterior life of this concrete tank by helping to protect it from environmental forces.

The department solicited eight (8) companies for proposals and has received the following quote for performing the cleaning and overcoating:

Water Tower Clean and Coat, Inc. of Lodi, WI

Scheuring Reservoir = $ 26,900.00

Badger Specialty Coatings & Construction, of Janesville, WI

Scheuring Reservoir = No Bid

Classic Protective Coatings, of Menomonie, WI

Scheuring Reservoir = No Bid

James Orr Coating Inspection, LLC, of Madison WI

Scheuring Reservoir = No Bid

Lane Tank Company, Inc., of Menomonie, WI

Scheuring Reservoir = No Bid

MIDOC Diving & Marine, of Rapid City, SD

Scheuring Reservoir = No Bid

Pittsburg Tank & Tower Group, of Henderson, KY

Scheuring Reservoir = No Bid

St. Germain Sandblasting, of Negaunee, MI

Scheuring Reservoir = No Bid

The department reviewed the proposals that were submitted. The department recommends approving the proposal from Water Tower Clean and Coat, of Lodi, WI for the Scheuring Road reservoir cleaning and painting for $26,900.00. The current bid is under the budgeted amount for this project for 2024.

Scheuring Reservoir Cleaning & Painting Proposal Summary 2-29-2024

Company Name	Tank	LS
Water Tower Clean and Coat, Inc.		
	Scheuring Reservoir	$26,900.00
Classic Protective Coating, Inc		
	Scheuring Reservoir	No Bid
Badger Specialty Coating LLC		
	Scheuring Reservoir	No Bid
MIDCO Diving & Marine		
	Scheuring Reservoir	No Bid
Lane Tank Company, Inc.		
	Scheuring Reservoir	No Bid
Pittsburg Tank & Tower Group		
	Scheuring Reservoir	No Bid
St. Germain Sandblasting		
	Scheuring Reservoir	No Bid
James Orr Coating Inspection, LLC		
	Scheuring Reservoir	No Bid

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Sustainability Commission**
FROM:	**Chase Kuffel**
SUBJECT:	**Resolution #24-37 Authorizing Agreement for Contractor Services Between the City of De Pere and Greener Bay Compost LLC.**

The Sustainability Commission at the April 9, 2024 meeting approved Contractor Agreement with Greener Bay Compost for 2024 Composting Services and moved to send it to the Common Council for approval. The motion passed with a 6-0 vote.

ATTACHMENTS:

- Reso24-37 (PDF)
- 2024 0403 Greener Bay Compost Agreement (PDF)
- 2024 0409 CI_SC_Greener Bay Compost (PDF)

RESOLUTION #24-37

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND GREENER BAY COMPOST LLC

WHEREAS, the City is interested in partnering with Greener Bay Compost LLC to provide composting subscription services to De Pere residents in order to divert food scraps and associated organics from local landfills to meet sustainability goals and/or reduce carbon footprints; and

WHEREAS, Greener Bay Compost LLC has available and offers to provide personnel and equipment necessary to accomplish such composting services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference; and

WHEREAS, the Sustainability Commission has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to enter into an Agreement for Contractor Services Between the City of De Pere and Greener Bay Compost LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/09/2024

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND GREENER BAY COMPOST LLC

THIS AGREEMENT made and entered into this 3rd day of April, 2024 ~~2023~~, by and between the City of De Pere, Wisconsin, ("City"), and Greener Bay Compost LLC ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those compost services described in the Proposal dated, 2024, attached and incorporated as Exhibit A. No terms or conditions of Contractor's Proposal are incorporated into this Agreement and the terms and conditions of this Agreement shall supersede and control in the event of any conflict. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties in writing prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

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

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than $5,000,000.

2. Automobile Liability

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

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

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

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

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

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

IV. INDEMNIFICATION

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

Notwithstanding any other provision of this Agreement, nothing contained herein is intended to waive or estop either the City or its insurers from relying upon the limitations, defenses and immunities contained within §§ 345.05 and 893.80 of the Wisconsin Statutes. To the extent indemnification is available and enforceable, the City or its insurers shall not be liable in indemnity contribution or otherwise for an amount greater than the limits of liability of municipal claims under Wisconsin law.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless

the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.

2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

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

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

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

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

   It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and

property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

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

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

8. TERMINATION. City or Contractor may terminate this Agreement at any time for any reason upon written notice to the other Party.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:	If to Contractor:
City of De Pere	Greener Bay Compost LLC
Attention:	Attention: Cory Groshek
925 South Sixth Street	Address: 1597 Forest Gln
De Pere, WI 54115	Green Bay, WI 54304

IX. IMMUNITY

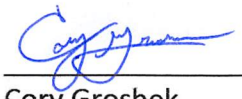
Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

X. LEGAL COMPLIANCE

Contractor shall comply with all federal, state, and municipal laws and regulations and including without limitation the City's solid waste and recycling ordinance.

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

GREENER BAY COMPOST LLC
By:



Cory Groshek

CITY OF DE PERE
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

City Attorney

J:\Law\Agreements\Contractor Agreement Greener Bay Compost LLC

Exhibit A

Proposal to the City of De Pere for Food Scraps and Organics Recycling Program 2024

~~Dated January 16th, 2024~~

Greener Bay Compost (hereafter "GBC") hereby proposes the following to the City of De Pere (hereinafter "City"):

- That the City, up to a total amount of $10,000.00, use GBC's existing Residential Compost Pickup Services (to include GBC's Every-Other-Week and Every-Four-Weeks variations of these services, as detailed at www.GBCompost.com/Residential.
- That actual service relative to the Program start no later than June 1st, 2024, and preferably no later than April 1st, 2024.
- That registration, through GBC's website (through an as-yet-unpublished webpage, such as www.GBCompost.com/DePere), may be completed for anyone interested in participating in the Program.
- That Program registration be opened to existing subscribers to Greener Bay Compost's Residential Compost Pickup Services who reside within the corporate limits of De Pere, at least one month prior to Program registration being opened to anyone else and that such subscribers be afforded the first opportunity to sign up for the Program, assuming they are deemed eligible to participate in it.
- That Program registration be opened to the general public one month following it being opened to the aforementioned existing Greener Bay Compost subscribers.
- That only verifiable De Pere residents living within the corporate limits of the City (to include any residents whose residences would normally be serviceable by GBC, including, but not necessarily limited to, single-family homes, duplexes, townhomes/townhouses, condominiums, and apartments with at least one private door leading directly outdoors) be eligible to participate in the Program.
- That GBC shall determine, after consultation with the City, which registrants are residents of the City and eligible to participate in the Program with respect to registrants proposed service locations.
- That the City be allowed to request, at any time, a list of registrants or program participants GBC has deemed eligible to participate in the Program and that GBC shall provide such a list to the City, via email, within 2-3 business days of the City's request.
- That all registrants deemed eligible to participate in the Program will be "onboarded"/invited/brought into the Program on a first-come, first-serve basis, with no preference given to any registrants, with the exception of existing Greener Bay Compost

subscribers deemed eligible to participate in the Program who successfully register for the Program prior to registration being opened to the general public.

- That any time GBC "onboards"/accepts a new Program participant into the Program, that said Participant will be added to a spreadsheet.
- That the above-mentioned spreadsheet be used by GBC and the City to determine at what point GBC is no longer able to accept any new Program participants.
- That GBC shall provide Compost Pickup Service to Program participants, including, but not necessarily limited to, the provision of GBC's physical services (including Bucket Swaps/Compost Pickups), online and offline customer service, and record-keeping of the type that GBC routinely engages in.
- That GBC weigh all Program participants' buckets individually, keep track of Program participants' bucket weights on spreadsheets, keep track of the total poundage diverted from local landfills by all Program participants combined, and publish and provide the City with a copy of said total poundage on GBC's Leaderboard (at www.GBCompost.com/Leaderboard), as a means of making the Program's positive and measurable impact accessible/apparent to anyone interested in it.
- That the City pay all invoices submitted to it by GBC, relative to the Program, as soon as possible and no later than 30 days of the City's receipt of said invoices.
- That neither GBC or the City be obligated, contractually or otherwise, to continue the Program once the above-mentioned $10,000.00 (or as close to it as possible) has been paid by the City to GBC.

CITY OF DE PERE
MEMO

To: Alderperson John Quigley
Members of the Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: April 9, 2024

RE: **Consideration and possible action on Proposal for 2024 Composting Services***

The Sustainability Commission received a proposal from Greener Bay Compost to provide composting services to De Pere residents as part of a public/private partnership. The City would reimburse 50% of the registration fees for those residents utilizing Greener Bay Compost's services as part of this proposal.

There is $10,000 budgeted in 2024 for compost consulting services in the Sustainability Programming Budget.

The attached proposal has been reviewed and approved by the City attorney and signed by Cory Groshek, Owner & Founder of Greener Bay Compost. If approved, the proposal would go to Common Council for final consideration and approval.

Attachment:
2024 0403 Greener Bay Compost Agreement

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Resolution #24-38 Authorizing Acceptance of Grant from Firehouse Subs Public Safety Foundation, Inc. to De Pere Police Department.**

Please see the attached memo.

This item was unanimously approved by the Finance/Personnel Committee at its meeting on Tuesday, April 9, and is being moved forward for final acceptance by the Common Council.

ATTACHMENTS:

- Reso24-38 (PDF)
- Firehouse Subs AED Grant Memo (PDF)

RESOLUTION #24-38

AUTHORIZING ACCEPTANCE OF GRANT FROM FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION, INC. TO DE PERE POLICE DEPARTMENT

WHEREAS, Firehouse Subs Public Safety Foundation, Inc. provides grants to area first responders and public safety organizations for lifesaving equipment and prevention education tools through its public safety grant program; and

WHEREAS, De Pere Police Department sought a grant to replace its aging automated defibrillator units (AEDs) with modern units to assist in occasions when officers may arrive on scene prior to emergency medical personnel; and

WHEREAS, the department has learned that is has been awarded a grant in the amount of $38,101.35, which will allow the for the purchase of 17 Lifepak AEDs with storage cases, one for each of the department's squad vehicles, with no required City match in connection with the grant award; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council gratefully accepts the grant award from Firehouse Subs Public Safety Foundation, Inc. in the amount of $38,101.35 for the purpose specified above, and thanks them for their generosity.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Board/Committee Approval: 04/09/2024
Ayes: _____
Nays: _____

The Mission of the De Pere Police Department is to provide an integrated team approach to pro-active patrol, crime prevention, and criminal investigation utilizing city and community resources to improve the safety and quality of life in De Pere.

April 2, 2024

TO: Members of City Council, City Administrator Delo, and Mayor James Boyd

FROM: Chief Jeremy A. Muraski

RE: Grant Award Approval from Firehouse Subs

I am very pleased to report that Sgt. Mike Vandenbush wrote a grant application to the Firehouse Subs Public Safety Foundation seeking funding to replace our aging fleet of automated defibrillator units (AEDs). As you know, AEDs can be incredibly important in life saving efforts when someone has experienced cardiac arrest and every minute matters. We are blessed to have excellent emergency medical services through the De Pere Fire Department, but there are occasions where our officers are able to arrive on scene ahead of ambulance crews. These new AEDs will give us the ability to bridge the gap until advanced life support arrives.

This was Sgt. Vandenbush's first attempt at grant writing, and he was very successful. If approved by the personnel and finance committee, the Firehouse Subs Public Safety Foundation will award us the amount of $38,101.35 which would allow us to procure 17 Lifepak AEDs with cases to place in each of our department squads, thereby outfitting our entire fleet with new, modern AED units.

I am therefore seeing your approval to accept this generous grant award.

Thank you for your time and consideration.

Sincerely,

Jeremy A. Muraski, Chief of Police

Jeremy A. Muraski | Chief of Police
(920) 339-4078 ♦ jmuraski@deperewi.gov ♦ www.deperewi.gov ♦ @DePerePD ♦ 325 S. Broadway, De Pere, WI 54115

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-39 Approving Affiliation Agreement with Colorado State University System.**

Unanimously approved by the Finance/Personnel Committee.

The De Pere Health Department is interested in hosting a bachelor's prepared Registered Nurse who is currently attending graduate school (virtually) at Colorado State University. This student is currently practicing in Wisconsin and serving as the Calumet County Health Officer. This signed agreement would allow this graduate nursing student to complete their academic requirement for a clinical rotation. Academic projects completed for this rotation would be mutually beneficial for both the student and the De Pere Health Department. Thank you, in advance, for your consideration.

ATTACHMENTS:

- Reso24-39 (PDF)
- Affiliation Agreement City CSU Pueblo - City of De Pere (Health Department) FINAL 3.28.24 (DOC)

RESOLUTION #24-39

APPROVING AFFILIATION AGREEMENT WITH COLORADO STATE UNIVERSITY SYSTEM

WHEREAS, the City's Health Department is interested in partnering with Colorado State University Board of Governors through Colorado State University Pueblo for the provision of clinical education experiences for local students to fulfill their learning objectives and curriculum requirements as a part of the core curriculum guide; and

WHEREAS, under the attached Affiliation Agreement, academic projects completed under this clinical rotation would be of mutual benefit to both the nursing student and the City;

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

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the attached Affiliation Agreement, subject to such changes as deemed necessary by the City Attorney, as well as any subsequent extensions thereof, provided the provisions are substantively similar.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2024.

APPROVED:

_____

James G. Boyd, Mayor

ATTEST:

_____

Carey E. Danen, City Clerk

Ayes: ____
Nays: ____
Board/Committee Approval: 04/09/2024

AFFILIATION AGREEMENT

This Affiliation Agreement serves as an "Agreement" between the Board of Governors of the Colorado State University system acting through the Colorado State University Pueblo (School) and City of De Pere, a Wisconsin Municipal Corporation ("Group"), collectively the "Parties," for the provision of clinical education experiences ("Clerkships") for students. The Parties agree to the following parameters:

TERM- The term of this Agreement is for 3 year(s) effective upon execution by both Parties and may be extended by mutual consent of both parties for an agreed upon term. Either party may terminate this Agreement without cause with thirty (30) days written notice.

SUPERVISED CLINICAL EXPERIENCES- Group will provide supervised clinical experiences for students that fulfill the learning objectives and the curriculum requirements as delineated in the Core Curriculum guide provided to the Group; however, the Group shall retain responsibility for all aspects of patient care and provide for qualified supervision of educational activities.

OBLIGATIONS OF SCHOOL:

- School will retain responsibility for the education of students and for the curriculum of the Clerkships; and,
- Represents and warrants that it has and shall maintain throughout the term of this Agreement an affiliation agreement or other such similar agreement with each hospital where Group is providing supervisory services for students which allows students to have clinical experience at such hospital.

REQUIREMENTS FOR STUDENT PARTICIPATION- School shall present students for Clerkship who are in good academic standing and have appropriate preclinical instruction and training. In addition, School shall ensure that all students presented have met health and immunization requirements: are covered by professional liability insurance and Workers' Compensation; have passed any relevant background checks; and have received annual training regarding HIPAA and OSHA.

FERPA; HIPAA. Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (FERPA or the Buckley Amendment) in the handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party will need to have access to the educational records maintained by the other party in properly administering their duties and obligations under this agreement and to the individual students. It is also agreed that each party will thoroughly orient their employees and agents of their obligations under FERPA and will maintain their practices in strict accordance with the requirements of that Act. Neither party will be permitted to authorize any further disclosure of educational records of students of the other party to persons nor entities not a party to this Agreement without first having received permission of the other party and having obtained assurances that the other party has fully complied with the provisions of FERPA. Any permitted disclosure to persons or entities not a party to this Agreement will be under the conditions that no further disclosure by such parties will be permitted. If Facility is a

"covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the student shall be deemed a member of Facility's workforce in accordance with 45 C.F.R. § 160.103 at all times while performing the internship duties and activities for the Facility. The Facility shall be responsible for providing appropriate training and direction to the student concerning the confidentiality of the Facility's protected health information under HIPAA. The School shall take reasonable measures to protect the confidentiality of any protected health information used or disclosed to the student for educational purposes.

REMOVAL OR WITHDRAWAL OF STUDENTS- The Group may request that Colorado State University Pueblo withdraw or dismiss a participant from a Clerkship when his or her clinical performance is unsatisfactory, or if his or her behavior is disruptive or detrimental to the Group and/or its patients. The Group may also, in its sole discretion, immediately remove a student from the premises who poses and immediate threat or danger to patients or to the quality of medical services, and shall immediately notify Colorado State University of the action.

INSURANCE- Both Parties shall maintain and provide evidence of professional liability insurance covering itself, its agents and employees, including those employees who may participate in the Clerkships. Nurse practitioner students are required to have an amount no less than one Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate. Colorado State University-Pueblo is solely responsible for covering students.

INDEMNIFICATION- To the extent permitted by law, the University shall be responsible for its own acts or omissions during the performance of its duties agreed to herein, including any act or omission of its employees, agents and representatives. The parties further understand and agree that liability for any claims for injuries to persons or property arising out of the acts or omissions of the University, its agents or employees shall be controlled and limited by the provisions of C.R.S. 24-10-101, et seq. The provisions of this paragraph shall be controlled, limited and otherwise modified by the above-cited laws. It is expressly understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by either Party of its governmental or sovereign immunities.

INDEMNIFICATION- Group shall indemnify and hold harmless Colorado State University-Pueblo, its officers, agents and employees from and against all claims, damages, costs and expenses including attorney fees, arising from the performance or non-performance of any supervised clinical experiences or function pursuant to this Agreement, but only to the extent that such claims, damages, costs and expenses are due to the sole negligent acts or omissions of the Group, its officers, agents and /or employees. Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defense, immunities contained within Wisconsin Statutes §§ 345.05 and 893.80. To the extent that indemnification is available and enforceable, the provisions of this paragraph shall be controlled, limited, and otherwise modified by the above-cited laws.

CONTACTS- The primary point of contact for the parties shall be;

- For graduate students: Dr. Jacqueline Itambo, Colorado State University Pueblo Interim Graduate Program Nursing Coordinator, 2200 Bonforte Blvd., IHHI-273, Pueblo, CO. 81001 (719) 549-2459.

- For undergraduate students: Dr. Lisa Persons, Colorado State University Pueblo Inerim Undergraduate Program Nursing Coordinator, 2200 Bonforte Blvd., IHHI-272, Pueblo, CO. 81001 (719) 549-2422

To School:
Colorado State University Pueblo
2200 Bonforte Blvd., IHHI-287
Pueblo, CO 81001-4901

To Group:
City of De Pere
Attention: Health Department
335 S Broadway
De Pere, WI 54115

NONEXCLUSIVE AGREEMENT- This Agreement is nonexclusive. Group reserves the right to offer a cooperative education program to students of other educations institutions.

NONDISCRIMINATION - Neither Group nor School will discriminate against any person because of race, color, national origin, gender, sex, religion, gender identity, gender expression, disability, veteran status or sexual orientation.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parities hereunto executed this Agreement as of the date:

By: _____
Dr. Gail Mackin, Provost
Colorado State University Pueblo

Date: _____

By: _____
James G. Boyd, Mayor
City of De Pere

Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Appointments and reappointments to Boards and Commissions by Mayor Boyd.**

ATTACHMENTS:

- Alderperson Committee Assignments 2024 (PDF)

ALDERPERSON COMMITTEE ASSIGNMENTS - 2024

HISTORIC PRESERVATION – Jonathon Hansen

CITY PLAN COMMISSION – 2 alderpersons

BOARD OF HEALTH – Pamela Gantz, Devin Perock

PARK BOARD – Amy Kundinger, Shana Ledvina, appointed District 3 alderperson

SUSTAINABILITY COMMISSION – John Quigley

LICENSE COMMITTEE – Pamela Gantz, Dan Carpenter, Devin Perock

PUBLIC WORKS – Shana Ledvina, Dan Carpenter, Jonathon Hansen, appointed District 3 alderperson

FINANCE COMMITTEE – Amy Kundinger, Devin Perock, John Quigley, Pamela Gantz

Devin Perock: Finance Committee, License Committee, Board of Health
Shana Ledvina: Park Board, Public Works
Pamela Gantz: License Committee, Finance Committee, Board of Health
Appointed District 3 alderperson: Park Board, Public Works
John Quigley: Finance Committee, Sustainability Commission
Dan Carpenter: License Committee, Public Works
Jonathon Hansen: Historic Preservation, Public Works
Amy Kundinger: Park Board, Finance Committee

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Elections by the Common Council.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Alderperson members of the Plan Commission.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. President of the Common Council.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**