



Common Council

Regular Meeting

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

Agenda

Wednesday, April 6, 2022

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **April 6, 2022 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the March 15, 2022 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Recommendation from the Board of Park Commissioners to Accept a \$500 Donation from De Pere Optimist Club for Easter Egg Hunt.
6. Recommendation from the Board of Park Commissioners to Accept a \$500 Donation from Optimist Club for Summer Camp T-shirts.
7. Recommendation from the License Committee on a request by Peter Reinhart regarding the denial of his Operator License Application.
8. Recommendation from Plan Commission to approve an extraterritorial 2 lot certified survey map at 2206-2207 Blue Stem LN in the Town of Ledgeview (Parcel D-1991).
9. Recommendation from Plan Commission to approve an extraterritorial 3 lot certified survey map at 2300 BLK French RD in the Town of Lawrence (Parcel L-452).
10. Recommendation from Plan Commission to approve an extraterritorial 3 lot certified survey map at 3550 & 3551 Wayne LN in the Town of Ledgeview (Parcels D-449-1, D-450).

11. Recommendation from Plan Commission to approve a 75 lot and 4 outlot revised preliminary and final extraterritorial plat of Grande Ridge Estates First Addition at 3300 BLK Heritage RD in the Town of Ledgeview (Parcels D-449-2, D-449-2-1, D-450-1, D-450-2).
12. Ordinance #22-03 Amending § 46-4 De Pere Municipal Code Regarding General Requirements and Design Standards.
13. Resolution #22-27 Authorizing Agreement for Consulting Services Between the City of De Pere and Vierbicher Associates, Inc. (Community Development Block Grant Special Project Grant Program Administration for Affordable Housing Conversion Project located at 525 North Tenth Street).
14. Resolution #22-28 Authorizing Amendment to Agreement for Consulting Services Between the City of De Pere and SmithGroup, Inc. (Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study).
15. Resolution #22-29 Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Perkofski Boat Launch Dock Refurbishing.
16. Resolution #22-30 Authorizing Terms of Service with MobStac Inc. for QR Code Platform Services.
17. Appointment to Boards and Commissions by Mayor Boyd.
18. Voucher approval.
19. Future agenda items.
20. 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:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Peter Reinhart
Michael Andraschko, Mau & Associates LLP
Tom A & Judy A Ebert Trust of 2014
Doug Woelz, McMahon Associates
Vic Lutz, Integrated Public Resources LLC
Steve Bieda, Mau & Associates LLP
Ron Van Straten
Ryan Radue, Seville Properties



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

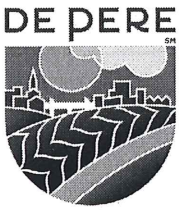
DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the March 15, 2022 Common Council meeting.

ATTACHMENTS:

- 3-15-22 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, March 15, 2022

7:30 PM

Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the March 1, 2022 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

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. Presentation from Accurate Appraisal regarding 2022 Real Property Assessments.

Josh Sherman and Chris Plamann from Accurate Appraisal attended the meeting to provide educational information about the assessment process. They explained that the annual revaluation process allows for smaller changes from year to year, instead of one large jump if it is only done once every several years. They reported that De Pere has continued to see a very hot residential sales market, and that is what is causing the increase. Sales reviews are broken down by various factors, such as style of home and neighborhood. Accurate did include an increase in land value this year, in order to keep the price per square foot in range. They noted that the City would have fallen out of compliance in only one year if we hadn't been doing annual revaluations.

Josh and Chris explained that the assessment review period starts as soon as the property owners receive their notice. They can contact Accurate all the way up to 48 hours before Board of Review if they wish to dispute their assessment.

Aldersperson Hansen asked them to address the common viewpoint that increased assessments mean increased taxes. They explained that typically when values go up, mill rates drop. It does depend on the budgets approved by the four taxing jurisdictions, although they do have to abide by levy limits which are based on net new construction. They noted that both the City's and Accurate's websites contain information about this. Municipalities can't increase assessments just to increase taxes.

Aldersperson Ledvina asked them to explain how commercial assessments can affect the burden on residential property owners. If commercial values don't go up as much as residential, then the burden shifts more to residential property owners. For example, in 2021 based on 2020 sales, commercial values stayed stagnant while residential saw an increase.

Aldersperson Carpenter asked how residents can get information on the comparables Accurate used to calculate assessed values. Josh stated that property owners can call Accurate and request the sales analysis, which will be emailed to them.

Aldersperson Raasch asked about the statutory requirement that assessments be done on a regular basis (municipalities are required to stay within 10% of fair market value in a five year period). Chris stated that the impact of being non-compliant is that the state forces the municipality to do a city-wide revaluation with an assessor chosen by the state.

Aldersperson Hansen asked how much impact they are seeing from the legislature's refusal to close the dark store loophole. Josh stated they are not really seeing a fallout from that; the biggest issue right now in their opinion is a proposed bill in the legislature to do away with income/expense valuations for commercial properties such as big apartment complexes. They feel that this would really hurt the residential base, because commercial would probably be undervalued in that scenario.

6. Recommendation from the Sustainability Commission to approve operating 2022 Farmer's Market Sustainability Booth.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

7. Recommendation from the Board of Public Works on award of Contract 22-03 Sewer Lining to Visu-Sewer, Inc. in the amount of \$672,327.

Aldersperson Carpenter asked for confirmation that Engineering staff plan to find ways to cut back on the project since it came in over budget. Public Works Director Scott Thoresen confirmed that the overall contract price will decrease on the sanitary sewer side of the project.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

8. Recommendation from the Board of Public Works on award of Contract 22-06 Concrete Street Repairs to Zenith Tech, Inc. in the amount of \$369,637.42.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

9. Recommendation from the Board of Public Works on award of Contract 22-13 Crackfilling to Asphalt Seal & Repair, Inc. in the amount of \$131,400.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

10. Recommendation from the Board of Public Works on award of Contract 22-14 Commerce Drive Utility and Street Extension to Peters Concrete Co. in the amount of \$1,121,940.05.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

11. Recommendation from the Board of Public Works on award of Contract 22-20 American Boulevard and Commerce Drive Concrete Paving to Vinton Construction Company in the amount of \$1,600,171.60.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

12. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for La Vie Carrie, LLC, (DBA La Vie) 421 George St., #101. Submitted by La Vie Carrie, LLC; Agent Carrie Cameron-McDonald, De Pere, WI.

Alderperson Carpenter moved, seconded by Alderperson Ruh to approve the application contingent upon receiving Police Department signature on the background check.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

13. Resolution #22-14 Recognizing No Mow May.

Alderperson Raasch asked if participants will be paying for the yard signs. Public Works Director Scott Thoresen reported that the City is covering the cost, at \$2.50 per sign.

Alderperson Raasch stated that he has friends who are beekeepers and asked their opinion of the program; they told him they feel it has no impact on the bee population. Raasch stated he is not sure this program should be something the City endorses. Alderperson Hansen noted that Green Bay is also implementing the program, and asked if they could help with the cost of the signs. Scott replied that Green Bay is purchasing signs from the same company, and there is no cost difference based on quantity. He noted that the cost will come from the City Administrator's Sustainability budget.

Alderperson Hansen said he heard from residents last year who were frustrated that the City continued to mow grass on City property during the program. He asked if the City will adhere to the program this year if approved. Scott reported that staff is working on a different initiative that will address resident concerns in that area; suspending the mowing of City-owned property would require policy changes.

Alderperson Quigley stated that he is on the Sustainability Commission, and that No Mow May is intended to create awareness about the issue. Commission members acknowledge that it is not going to move the needle as far as pollinators as Alderperson Raasch's resources referenced. The initiative that Thoresen referred to would create more permanent no-mow/grassland areas.

Alderperson Hansen then asked about enforcement of mowing at the conclusion of the program. Scott stated that properties that are not mowed after June 1st will be cut by City staff and the owner will be billed. Staff does not intend to put height restrictions on lawns during the month of May.

Alderperson Ruh asked how many residents participated last year; staff reported approximately 150. Scott acknowledged that because 2021 was the initial year of the program, the education piece wasn't really out there. The City is now collaborating with Green Bay and will do more social media and news promotions to get the word out.

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

14. Resolution #22-15 Approving Right of Entry License Agreement Between the City of De Pere and Wisconsin Central Ltd.

City Attorney Judy Schmidt-Lehman distributed a revised resolution that includes language to allow subsequent agreements for additional areas around the tracks that may need attention, instead of needing to bring a new agreement to Council every time. The revised resolution is attached to these minutes as Exhibit A.

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

15. Resolution #22-16 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).

Alderperson Raasch thanked staff for their efforts in completing the report. Alderperson Hansen noted the addition of a list of all stormwater ponds in the City along with any repairs/improvements, and would like to see this list continue to be updated year to year.

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

16. Resolution #22-17 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2022 Construction Materials Testing).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

17. Resolution #22-18 Authorizing Agreement for Contractor Services between the City of De Pere and Professional Service Industries, Inc (2022 Soil Borings).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

18. Resolution #22-19 Authorizing Agreement for Consultant Services Between City of De Pere and Ruekert & Mielke, Inc. (2022 Box Culvert Inspection).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

19. Resolution #22-20 Authorizing Sponsored Research Agreement for Consulting Services Between the City of De Pere and the Board of Regents for the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (Mystic Creek Subdivision Archeological Investigation).

Aldersperson Hansen asked why this specific area is considered archeologic in nature; Public Works Director Scott Thoresen stated that he does not know the specifics. Development Services Director Dan Lindstrom explained that there is a state database, and if a property gets flagged then the municipality has to comply. It could be that there is a historic structure, or an indigenous burial site, etc. Dan will look into it and update Council members.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

20. Resolution #22-21 Approving Parks & Recreation Management Software-as-a-Service (SaaS) Agreement with RecDesk LLC.

Aldersperson Carpenter asked if the credit card service fees will be charged back to the Parks Department. Parks Director Marty Kosobucki said that the transaction fee will be absorbed by the City. Carpenter then asked if a minimum fee to use a credit card could be established. Marty said that staff will look at implementing a minimum.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Chandik Kundinger, Aldersperson
SECONDER:	Jonathon Hansen, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

21. Resolution #22-22 Approving Grant Agreement Modification to Division of Public Health DPH Contract No. 47645-5.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	John Quigley, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

22. Resolution #22-23 Approving Facade Improvement Project and Authorizing Disbursement of Grant (820 George Street; Parcel ED-1048).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

23. Resolution #22-24 Directing the Return of City Funding for COVID Relief Programs to the Revolving Loan Fund.

Alderson Raasch explained that he originated this request with the intent to return the funds to the Revolving Loan Fund. At the Finance-Personnel Committee meeting, Alderson Kunding asked if there were other options, and Committee members asked City staff to provide some insight. Development Services Director Dan Lindstrom outlined five example programs that could be established using the funds: a City-run redevelopment loan program, development fund, property acquisition fund, brownfield redevelopment program, or a façade grant program for non-TID areas of the City. Council members discussed the pros and cons of the different options. They agreed to return the monies to the Redevelopment Loan Fund for now, and then direct staff to work on developing new programs.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Kelly Ruh, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

24. Resolution #22-25 Approving Lease Agreement with Wisconsin Document Imaging (Photocopier City Hall 1st Floor).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderson
SECONDER:	Shana Defnet Ledvina, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

25. Resolution #22-26 Creating Fee Credit for Early Alcohol Beverage License Applications.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	Kelly Ruh, Alderson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

26. Voucher approval.

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

27. Future agenda items.

Alderson Hansen stated that the governor announced today that ARPA funds will be awarded to municipal police departments, and requested that a discussion be scheduled on what those funds could be used for.

28. Discussion and Possible Action on Potential Intergovernmental Agreement for Services.

Aldersperson Raasch moved, seconded by Aldersperson Kunding to enter into closed session at 8:44. Upon roll call vote, motion carried unanimously.

Aldersperson Kunding moved, seconded by Aldersperson Ledvina to open the meeting at 8:55 PM. Upon roll call vote, motion carried unanimously.

29. Adjournment.

Aldersperson Carpenter moved, seconded by Aldersperson Ledvina to adjourn the meeting at 8:56 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

COMMON COUNCIL MINUTES EXHIBIT A

RESOLUTION #22-15

APPROVING RIGHT OF ENTRY LICENSE AGREEMENT BETWEEN THE CITY OF DE PERE AND WISCONSIN CENTRAL LTD.

WHEREAS, the City is in need of entering railroad right-of-way owned by Wisconsin Central Ltd. in the vicinity of Terry Lane for the purpose of cutting phragmites in order to clear the drainage ditch that drains city streets in that area; and

WHEREAS, Wisconsin Central Ltd. requires a right of entry license agreement for city staff to perform its cutting operations on, over and near its tracks and right-of-way pursuant to the terms and conditions as shown in the attached Right of Entry License Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the attached Right of Entry License Agreement Between the City of De Pere and Wisconsin Central Ltd., subject to such changes as deemed necessary by the City Attorney, together with any subsequent agreements as required by the railroad to enable the City to conduct normal road maintenance, snow plowing, street sweeping, lawn mowing, or similar related activities along railway property.

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 15th day of March, 2022.

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 6, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept a \$500 Donation from De Pere Optimist Club for Easter Egg Hunt.

The Board of Park Commissioners, at the March 17, 2022 meeting, approved accepting a \$500 donation from the De Pere Optimist Club for the Easter Egg Hunt. The above motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- De Pere Optimists - Easter Egg Hunt 2022 (DOCX)

CITY OF DE PERE

Community Center | Recreation Department

600 Grant St., De Pere, WI | 920-339-4097 | www.deperewi.gov/communitycenter



Memorandum

To: Board of Park Commissioners

From: Mandi Baker, Recreation Coordinator

Date: February 14, 2022

Re: Approval to Accept Donation De Pere Optimist Club

This memo is to seek the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of \$500 from the De Pere Optimist Club towards candy and prizes for the Easter Egg Hunt. Our Easter Egg Hunt will be a drive-thru event similar to last year's event with staff handing out goodie bags complete with candy and craft kits. The Fire Department will also be in attendance along with the Easter Bunny.

The De Pere Optimist Club would be recognized as a sponsor of the event with their logo on all promotional flyers. We certainly appreciate all their support as they have been a sponsor of this wonderful, community event since its inception 20 years ago.

Thank you for your time and consideration.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept a \$500 Donation from Optimist Club for Summer Camp T-shirts.

The Board of Park Commissioners, at the March 17, 2022 meeting, approved accepting a \$500 donation from the De Pere Optimist Club for summer camp t-shirts. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- De Pere Optimists - Summer Camp T-shirts 2022 (DOCX)

CITY OF DE PERE

Community Center | Recreation Department

600 Grant St., De Pere, WI | 920-339-4097 | www.deperewi.gov/communitycenter



MEMORANDUM

To: Board of Park Commissioners

From: Cindy Lee, Recreation Supervisor

Date: February 14, 2022

Re: Approval to Accept Donation De Pere Optimist Club

Staff is seeking Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of \$500 from the De Pere Optimist Club towards t-shirts for our Summer Day Camp. The Optimist Club would be recognized as a sponsor of our t-shirts with their logo on the back of the shirts.

This is our 14th year running Summer Day Camp and the De Pere Optimist Club has been a sponsor of our t-shirts for 14 years. We are truly thankful for their gracious support over the years!

The Optimist Club would be recognized as a sponsor of our t-shirts with their logo on the back of the shirts.

Thank you for your time and consideration.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on a request by Peter Reinhart regarding the denial of his Operator License Application.

ATTACHMENTS:

- Peter Reinhart Denial Letter (PDF)
- Peter Reinhart request for appeal hearing (PDF)

CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org



March 16, 2022

Peter Reinhart
409 St. Bernard Dr
De Pere, WI 54115

Re: Operator License Application

Dear Mr. Reinhart:

After review, your application for an Operator's License has been denied based upon the guidelines established by the City's License Committee. Specifically, your record includes two convictions within the past seven years which substantially relate to the licensed activity (Guideline #3 – see attached).

State law provides you with the right for an opportunity to show the License Committee and Common Council that you are rehabilitated and fit to hold an operator's license for the sale of alcohol beverages. Section 111.335(4)(d) of the Wisconsin Statutes identifies the types of evidence you might use to show rehabilitation and fitness to hold the license. If you wish to be given an opportunity to show your rehabilitation/fitness for a license, please submit a **written request** to the City Clerk's office within 30 days of the date of this letter to schedule your appearance before the License Committee.

If you request an appearance before the License Committee you will receive a notice in the mail indicating when you are scheduled to appear. If you have any questions, you can reach our office at 339-4050.

Sincerely,

A handwritten signature in black ink that reads "Carey E Danen". The signature is written in a cursive, flowing style.

Carey Danen
Municipal Clerk

cc: file

City of De Pere

MAR 17 2022

Clerk's Office

TO DE PERE BOARD

I REQUEST AN APPEAL HEARING
ASAP TO REINSTATE MY LICENSE
TO WORK AT SHELL IN DE PERE

PETER REINHART

920-984-7877

408 N. ST. BERNARD DR.
DE PERE, WI 54115



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve an extraterritorial 2 lot certified survey map at 2206-2207 Blue Stem LN in the Town of Ledgeview (Parcel D-1991).

On March 28, 2022 Plan Commission unanimously recommended approval with a vote of 4-0.

ATTACHMENTS:

- PC Report - CSM on Blue Stem LN (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

- Item 4: Consideration and possible action on an extraterritorial 2 lot certified survey map at 2206-2207 Blue Stem LN in the Town of Ledgeview (Parcel D-1991).*

SITE MAP



REQUESTED ACTION:	Extraterritorial Certified Survey Map Approval. *
COMMON DESCRIPTION:	2206-2208 Blue Stem LN, located southeast from the Blue Stem LN and Trellis DR intersection.
PARCEL NUMBER(S):	D-1991.
ZONING:	Residential District (R-2) in Ledgeview.
SURROUNDING LAND USES:	Multi-family to the north and south. Developing residential to the east and west.
COMPREHENSIVE PLAN:	Planned Mixed Use in Ledgeview.

**City of De Pere
Staff Comments**

**Plan Commission
March 28, 2022**

APPLICANT/OWNER:	<u>Authorized Representative</u> Michael R. Andraschko, PLS Mau & Associates LLP 400 Security BL Green Bay, WI 54313	<u>Property Owner</u> Tom A. & Judy A. Ebert Trust of 2014 2208 Blue Stem LN De Pere, WI 54115
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SITE HISTORY: A two-unit residential building was built on the parcel in 2017.

STAFF REVIEW: When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The proposed CSM is in Ledgeview, about 0.3 miles east from the De Pere City limits.
- The proposed land division will create two residential use lots with a zero-lot-line structure that is not permitted in De Pere but is allowed in Ledgeview.
- The City's minimum acreage and frontage are 0.2 acres and 75'; the Town's minimum is 0.3 acres and 90'. The lots do not meet the city minimums but will be reviewed by Ledgeview for required zero-lot-line criteria.
- The site is not within the Urban Reserve Area of Extraterritorial Review Jurisdiction due to boundary agreements. A minimum lot size of 10 acres does not apply.
- The site is located inside the sewer service district for Ledgeview.
- The staff recommended conditions of approval are listed at the end of the report.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides development opportunities and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet City requirements.

REVIEW PROCESS: For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to review the certified survey map on April 6, 2022.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including Brown County Planning Commission and Town of Ledgeview.

	CITY OF DE PERE APPLICATION FOR CSM REVIEW		Fee:	\$ 368.00
			Receipt #:	170286
			Date:	3-21-22
			CITY OF DE PERE RECEIVED MAR 21 2022 PLANNING DEPT	

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mau & Associates, LLP	Authorized Representative Michael Andraschko	Title Professional Land Surveyor	
Mailing Address 400 Security Blvd.	City Green Bay	State WI	ZIP Code 54313
Email Address mandraschko@mau-associates.com	Phone Number (incl. area code) 920-434-9670	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) Tom A. and Judy A. Ebert Trust of 2014	Contact Person Tom Ebert	Title	
Mailing Address 2208 Blue Stem Lane	City De Pere	State WI	ZIP Code 54115
Email Address tjm.ebert@sbcglobal.net	Phone Number (incl. area code) 920-680-7790	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 2206-2208 Blue Stem Lane	Parcel No. D-1991
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SECTION 4: CSM Information

Existing Zoning:	R-2
Present Use of Parcel:	residential with duplex
Proposed Use of Lots:	residential with duplex

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

SECTION 5: Certification and Permission

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

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

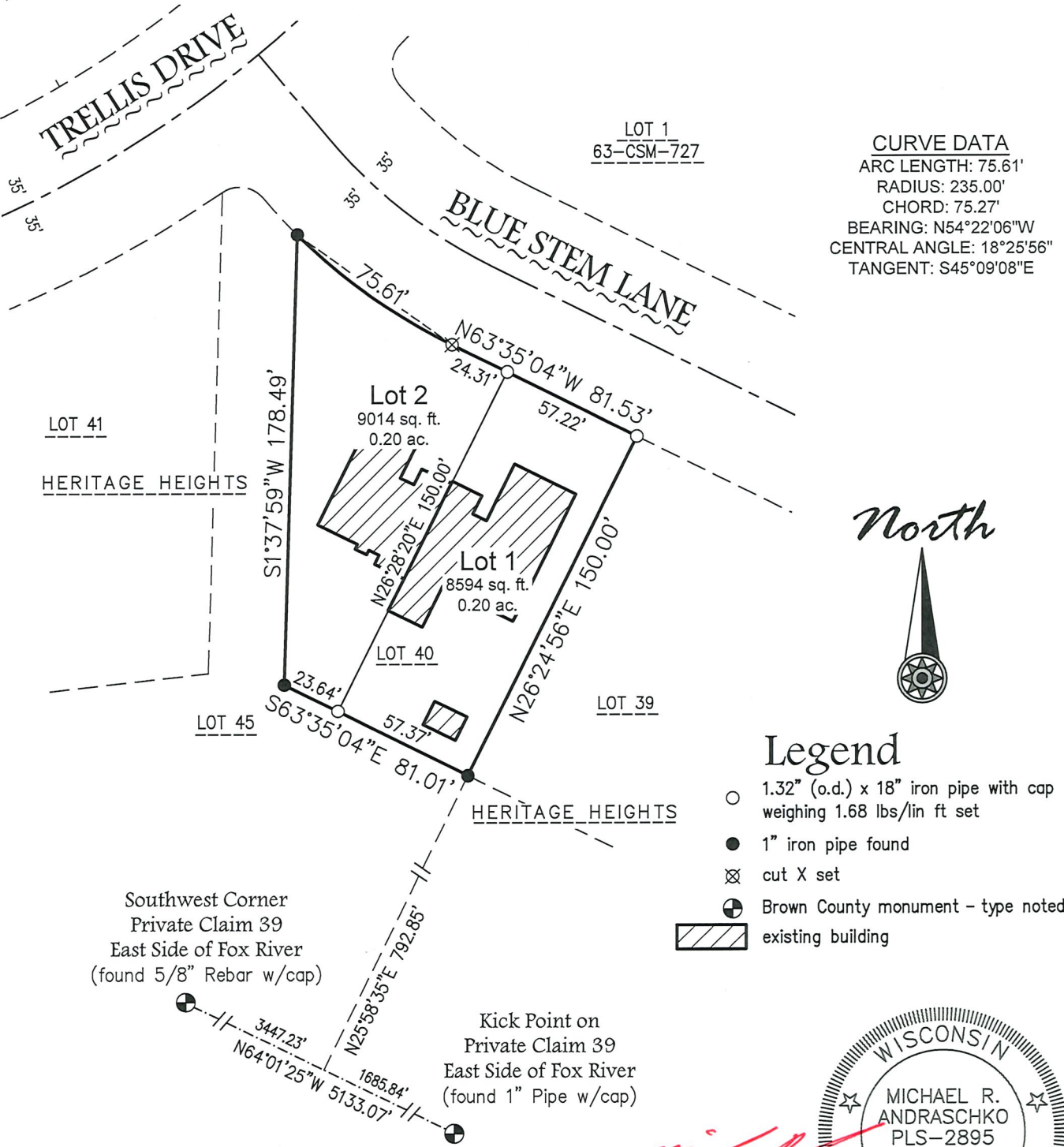
Name of Owner/Authorized Representative (please print) Michael Andraschko	Title Professional Land Surveyor	Phone Number 920-434-9670
Signature of Applicant 		Date Signed 3/2/2022

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.	
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CERTIFIED SURVEY MAP

All of Lot 40 of the recorded plat "Heritage Heights" (Volume 24, Plats, Page 22, Document Number 2756906, Brown County Records), being in part of Private Claim 39, East Side Fox River, Town of Ledgeview, Brown County, Wisconsin.

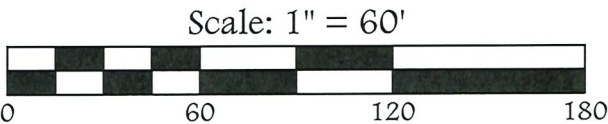


NOTES

Bearings referenced to the Southerly Line of Private Claim 39, East Side of Fox River, assumed to be N64°01'25\"W.

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

See sheet 2 for interior lot details.



Client: Tom Ebert
Tax Parcel: D-1991
Drafted By: BAB
File: L-12215CSM 030122.dwg
Data File: L-12215.txt

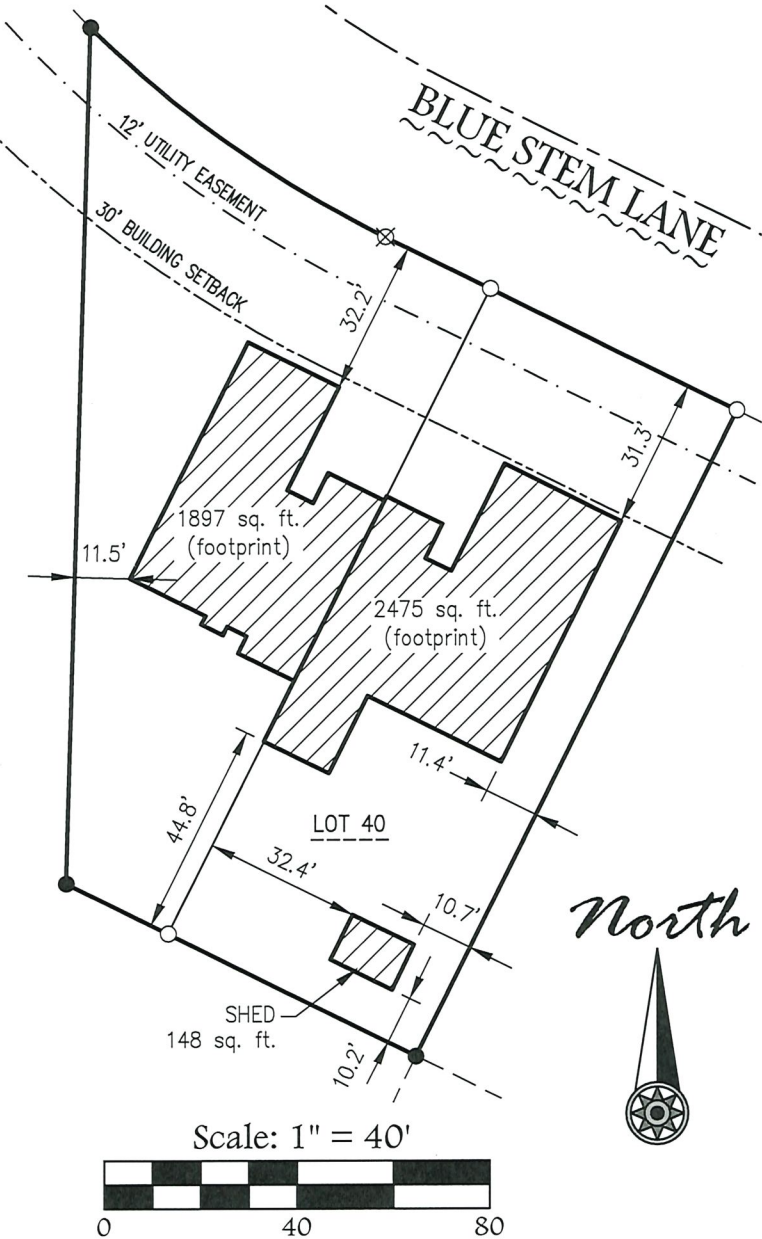
Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Four
Project No.: L-12215
Drawing No.: L-11709
Fieldwork Completed: 2/22/2022



CERTIFIED SURVEY MAP

All of Lot 40 of the recorded plat "Heritage Heights" (Volume 24, Plats, Page 22, Document Number 2756906, Brown County Records), being in part of Private Claim 39, East Side Fox River, Town of Ledgeview, Brown County, Wisconsin.



NOTES

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town of Ledgeview has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

The lots of this land division may experience noise at levels exceeding the levels in S. Trans 405.04 Table I. These levels are based on federal standards. The department of transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity.

When attached dwelling units are created, matters of mutual concern to the adjacent property owners, due to construction, catastrophe, and maintenance, shall be guarded against by private covenants and deed restrictions and the approving authorities shall not be held responsible for same.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Building permits are limited to the development of zero-lot-line units on Lots 1 and 2 inclusive, unless two adjoining lots are combined and used as a single lot for the construction of a single-family dwelling unit. In this case, an odd number of lots may not be left as a series of consecutive lots.

SURVEYOR'S CERTIFICATE

I, Michael R. Andraschko, Professional Land Surveyor, PLS-2895, do hereby certify that I have surveyed, divided and mapped Lot 40 of the recorded plat "Heritage Heights" (Vol. 24, Plats, Page 22, Doc. No. 2756906, Brown County Records), being in part of Private Claim 39, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin.

Parcel contains 17,608 square feet / 0.40 acres, more or less.
Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Ledgeview, and the Brown County Planning Commission code in surveying, dividing and mapping the same.

Michael R. Andraschko
PLS-2895
March 2, 2022



All of Lot 40 of the recorded plat "Heritage Heights" (Volume 24, Plats, Page 22, Document Number 2756906, Brown County Records), being in part of Private Claim 39, East Side Fox River, Town of Ledgeview, Brown County, Wisconsin.

TOWN OF LEDGEVIEW
CITY OF DE PERE
BROWN COUNTY PLANNING COMMISSION

A circular professional seal for a Wisconsin Land Surveyor. The outer ring contains the text "WISCONSIN" at the top and "LAND SURVEYOR" at the bottom, separated by two five-pointed stars. The inner circle contains the name "MICHAEL R. ANDRASCHKO", the license number "PLS-2895", and the location "GREEN BAY, WI". The seal is stamped in black ink on a white background.



CERTIFIED SURVEY MAP

All of Lot 40 of the recorded plat "Heritage Heights" (Volume 24, Plats, Page 22, Document Number 2756906, Brown County Records), being in part of Private Claim 39, East Side Fox River, Town of Ledgeview, Brown County, Wisconsin.

CERTIFICATE OF THE TOWN OF LEDGEVIEW

Approved for the Town of Ledgeview this _____ day of _____, 20____.

Dan Teaters
Zoning Administrator

CERTIFICATE OF THE CITY OF DE PERE

Approved by the Common Council for the City of De Pere on the _____ day of _____, 20____.

Carey E. Danen
City Clerk

_____ date

CERTIFICATE OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of Wisconsin,
(corporate name)
mortgagee of the above described land, does hereby consent to the surveying, dividing, and mapping of the land described on this
Certified Survey Map and does hereby consent to the above certificate of the Tom A. and Judy A. Ebert Trust of 2014, Owner of
said lands.

IN WITNESS WHEREOF, _____, has caused these presents to be signed by
(corporate name)

_____, its _____ and countersigned by
(print name) (print title)

_____, its _____, at _____, Wisconsin,
(print name) (print title) (city)

and its corporate seal to be hereunto affixed this _____ day of _____, 20____.

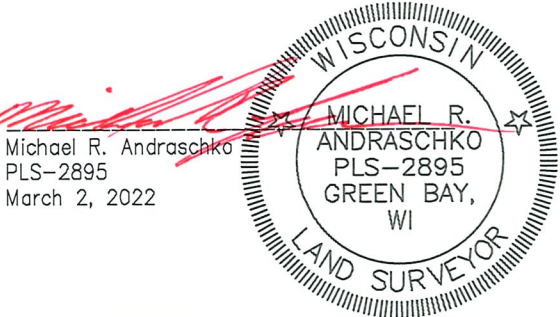
signature print title Date

signature print title Date

Personally came before me this _____ day of _____, _____, the above named officers of said corporation to me
known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and
acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public My Commission Expires _____
_____ County, Wisconsin

STATE OF WISCONSIN]
] ss
COUNTY OF _____]





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve an extraterritorial 3 lot certified survey map at 2300 BLK French RD in the Town of Lawrence (Parcel L-452).

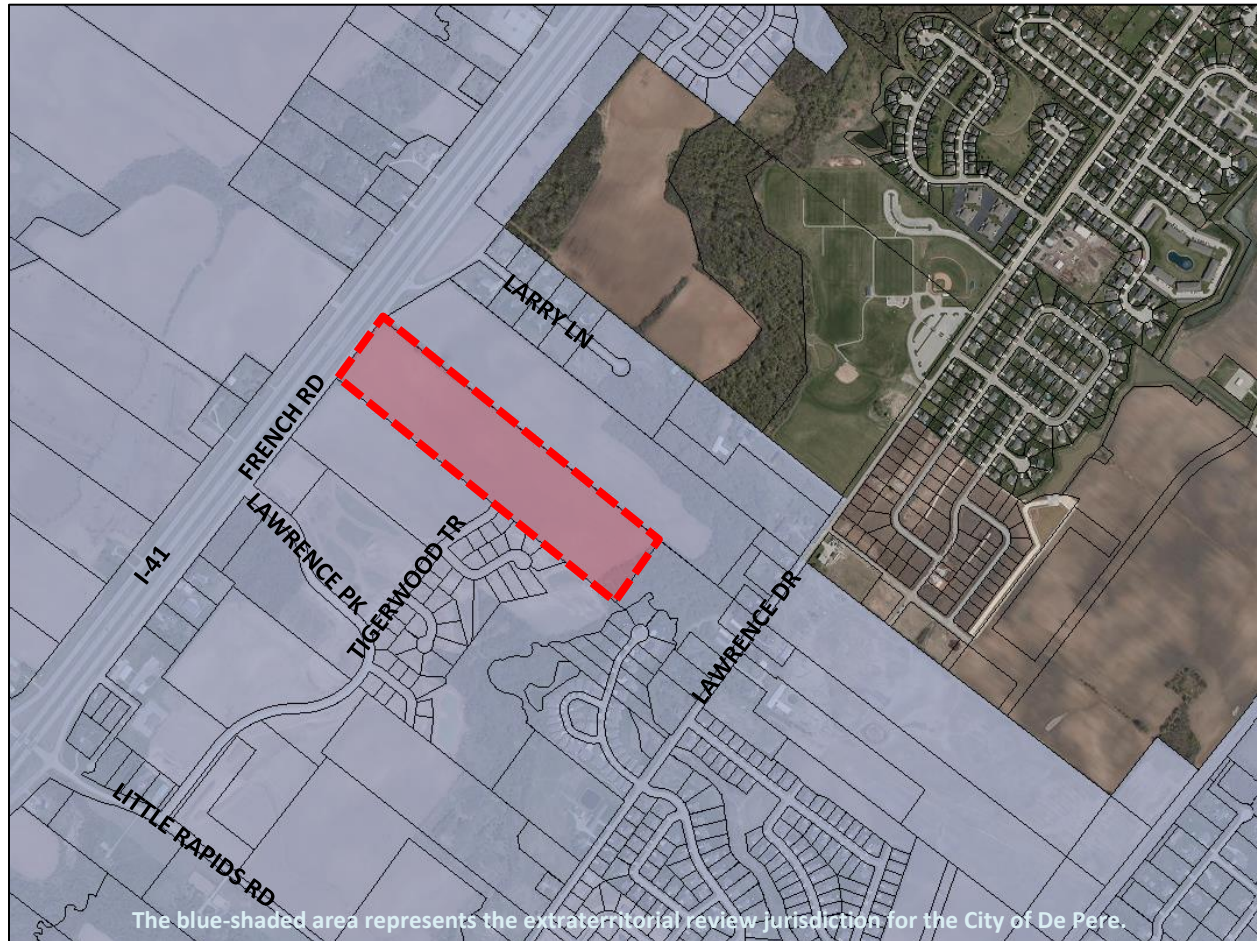
On March 28, 2022 Plan Commission unanimously recommended approval with a vote of 4-0.

ATTACHMENTS:

- PC Report - CSM on French RD (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

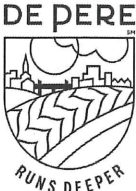
- Item 5: Consideration and possible action on an extraterritorial 3 lot certified survey map at 2300 BLK French RD in the Town of Lawrence (Parcel L-452).*

SITE MAP



REQUESTED ACTION:	Extraterritorial Certified Survey Map Approval. *	
COMMON DESCRIPTION:	2300 BLK French RD, located northeast from the French RD and Lawrence PK intersection.	
PARCEL NUMBER(S):	L-452.	
ZONING:	Agricultural District (A-1) in Lawrence.	
SURROUNDING LAND USES:	Developing commercial to the north and west,. Developing residential to the south and east.	
COMPREHENSIVE PLAN:	Commercial and Residential in Lawrence.	
APPLICANT/OWNER:	<u>Authorized Representative</u> Doug Woelz, PLS McMahon Associates 1445 McMahon DR Neenah, WI 54956	<u>Property Owner</u> Integrated Public RTesources LLC 1445 McMahon RD Neenah WI 54956

SITE HISTORY:	The site had agricultural use with natural areas since 1938 air photos.
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. • The proposed CSM is in Lawrence, about 0.2 miles east from the De Pere City limits. • The proposed land division will create two commercial lots and one residential lot, with plans for further division of the residential lot. • The City's minimum acreage and frontage are 0.2 acres and 75'; the Town's minimum is not identified when public sewer is available. The lots do meet the city minimums and will need to be reviewed by Lawrence for minimums. • The site is not within the Urban Reserve Area of Extraterritorial Review Jurisdiction due to boundary agreements. A minimum lot size of 10 acres does not apply. • The site is located inside the sewer service district for Ledgeview. • The staff recommended conditions of approval are listed at the end of the report. The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides development opportunities and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet City requirements.
REVIEW PROCESS:	For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to review the certified survey map on April 6, 2022.
STAFF RECOMMENDATION:	Staff recommends APPROVAL of the certified survey map, subject to: 1. Meeting all other state and local regulations, including Brown County Planning Commission and Town of Lawrence. 2. Provide a street name. 3. Modify the City of De Pere certificate to reference the date of Common Council approval, in addition to the signature line and date-of-signature for Carey E. Danen, City Clerk.

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 368.00
		Receipt #: 109919
		Date: 3-14-22

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) McMahon Associates	Authorized Representative Doug Woelz	Title Land Surveyor	
Mailing Address 1445 McMahon Drive	City Neenah	State Wi	ZIP Code 54956
Email Address Dwoelz@mcmgrp.com	Phone Number (incl. area code) 920-751-4200	Fax Number (incl. area code) 920-751-4284	

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

Name (Ind. Org. or Entity) Integrated Public Resources LLC	Contact Person Vic Lutz	Title member	
Mailing Address 1445 McMahon Drive	City Neenah	State Wi	ZIP Code 54956
Email Address VLutz@mcmgrp.com	Phone Number (incl. area code) 920-751-4200	Fax Number (incl. area code) 920-751-4284	

SECTION 3: Project or Site Location

Project Address/Description French Road - Town of Lawrence (Vacant Property)	Parcel No. L-452
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SECTION 4: CSM Information

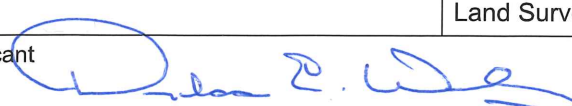
Existing Zoning:	Agricultural
Present Use of Parcel:	Farmland
Proposed Use of Lots:	Commercial & Residential

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

SECTION 5: Certification and Permission

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

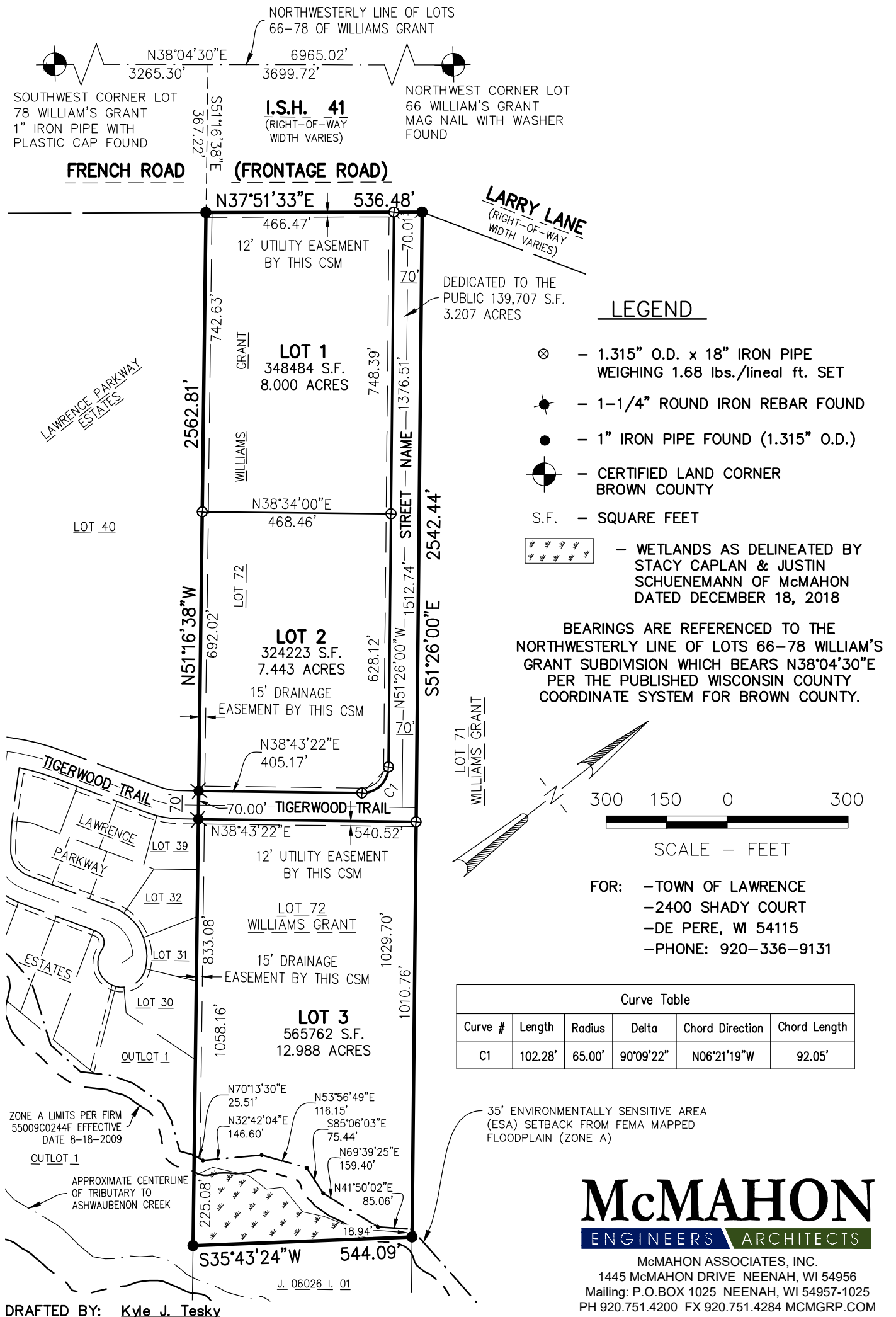
Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) Doug Woelz	Title Land Surveyor	Phone Number 920-751-4200
Signature of Applicant 		Date Signed 3-10-2022

TO BE COMPLETED BY CITY STAFF

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

CERTIFIED SURVEY MAP NO. _____ SHEET 1 OF 5
A PART OF LOT 72 ACCORDING TO THE RECORDED PLAT OF THE
SUBDIVISION OF WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN
COUNTY, WISCONSIN



CERTIFIED SURVEY MAP NO. _____

SHEET 2 OF 5

A PART OF LOT 72 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF
WILLIAM’S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

SURVEYOR’S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S-1284, certify that I have surveyed, divided and mapped a part of Lot 72 according to the recorded plat of the subdivision of William’s Grant, Town of Lawrence, Brown County, Wisconsin containing 1,378,176 square feet (31.638 acres) more or less of land and more particularly described as follows:

Commencing at the Southwest corner of said Lot 78; thence N38°04’30”E, 3265.30 feet along the Northwestern line of Lots 66 thru 78 of said recorded plat of the subdivision of William’s Grant to the Northwestern extension of the Southerly line of said Lot 72 of said subdivision of William’s Grant; thence S51°16’38”E, 367.22 feet along said Northwestern extension to the Northwest corner of said Lot 72, also being the Point of Beginning; thence N37°51’33”E, 536.48 feet along the Southeasterly right-of-way line of French Road (frontage road to I.S.H. ”41”), thence S51°26’00”E, 2542.44 feet along the Northerly line of said Lot 72; thence S35°43’24”W, 544.09 feet along the Northwestern Line of lands described in Jacket 6026, Image 1; thence N51°16’38”W, 2562.81 feet along the Southerly line of said Lot 72 also being the Northerly line of Lawrence Parkway Estates recorded as Document No. 2890155 in Volume 24 of Plats, on Pages 130–132 to the Point of Beginning.

That I have made this survey by the direction of the Town of Lawrence (Client) and Integrated Public Resources, LLC, a Wisconsin Limited Liability Company, being the Owner(s) of said land.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes, Town of Lawrence and Brown County Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this _____ day of _____, 20____.

Douglas E. Woelz, WI Professional Land Surveyor S-2327

NOTES:

THIS CSM IS ALL OF PARCEL NO. L-452.

THE PROPERTY OWNER OF RECORD IS INTEGRATED
PUBLIC RESOURCES, LLC, A
WISCONSIN LIMITED LIABILITY COMPANY.

THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS
DESCRIBED IN DOCUMENT NO. 2936649.



McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

CERTIFIED SURVEY MAP NO. _____

SHEET 3 OF 5

A PART OF LOT 72 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF
WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

NOTES:

A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOT 3 PRIOR TO CONSTRUCTION, FILL OR GRADING ACTIVITY WITHIN 300 FEET OF A STREAM.

LOT 3 INCLUDES WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

THE WDNR SURFACE WATER VIEWER MAP IDENTIFIES WETLAND INDICATOR SOIL TYPES WITHIN THE SUBJECT PROPERTY. DUE TO WETLANDS INDICATOR SOILS, AND/OR WATERWAYS WITHIN THE SUBJECT PROPERTY, COORDINATE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES REGARDING POTENTIAL PROTECTIVE AREAS.

THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.

ESA RESTRICTIVE COVENANT:

LOT 3 CONTAINS AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES WETLANDS, ALL LAND WITHIN 35 FEET OF WETLANDS 2 ACRES OR GREATER, FLOODWAY, ALL LAND WITHIN 35 FEET OF THE FLOODWAY OR 75 FEET BEYOND THE ORDINARY HIGH WATER MARK – WHICHEVER IS GREATER, NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER MARK OF NAVIGABLE WATERWAYS AND STEEP SLOPES OF 20% OR GREATER ASSOCIATED WITH ANY AFOREMENTIONED WATER OR NATURAL RESOURCE FEATURES AND A 20-FOOT SETBACK FROM TOP AND BOTTOM OF STEEP SLOPES. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

LOT DRAINAGE RESTRICTIVE COVENANT:

THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

WDNR NOTES:

THE PARCEL HAS MAPPED WETLANDS AND/OR WETLAND INDICATOR SOILS PRESENT. IF THE CURRENT OR FUTURE LANDOWNER HAS PLANS FOR LAND DISTURBANCE, CONSTRUCTION WORK, GRADING/FILLING, ETC., THE FIRST STEP IS FOR THE LANDOWNER TO HIRE A WETLAND PROFESSIONAL TO REVIEW THE AREA FOR THE PRESENCE OF WETLANDS. A PROJECT THAT RESULTS IN FILLING OF WETLANDS (THROUGH LAND DISTURBING ACTIVITIES) WILL NEED TO COMPLY WITH WETLAND REGULATIONS. FOR MORE INFORMATION ON WETLANDS, PLEASE VISIT

[HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/CONSTRUCTION/WETLANDS.HTML](http://DNR.WI.GOV/TOPIC/WATERWAYS/CONSTRUCTION/WETLANDS.HTML).

A PUBLIC (NAVIGABLE) WATERWAY MAY EXIST ON/WITHIN 500 FT OF THE PROPERTY. PERMITS MAY BE REQUIRED FOR PROPOSED PROJECTS IN/AROUND A PUBLIC WATERWAY. FOR MORE INFORMATION ON WATERWAY ACTIVITIES, PLEASE VISIT THE DEPARTMENT'S HOMEPAGE ON WETLAND/WATERWAY ACTIVITIES AT [HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/](http://DNR.WI.GOV/TOPIC/WATERWAYS/).

FOR PLANNED LAND DISTURBANCES OVER 1 ACRE, PLEASE VISIT

[HTTP://DNR.WI.GOV/TOPIC/STORMWATER/](http://DNR.WI.GOV/TOPIC/STORMWATER/) TO LEARN IF YOU NEED A STORM WATER CONSTRUCTION SITE PERMIT.

FOR FEDERAL WETLAND REGULATIONS, PLEASE CONTACT THE ARMY CORPS OF ENGINEERS AT 920-448-2824 TO LEARN IF A FEDERAL WETLAND APPROVAL IS REQUIRED FOR SITE DEVELOPMENT.

CERTIFIED SURVEY MAP NO. _____

SHEET 4 OF 5

A PART OF LOT 72 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF
WILLIAM’S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

OWNER CERTIFICATE(S)

INTEGRATED PUBLIC RESOURCES, LLC, a Wisconsin Limited Liability Company, as Owner(s),
I/We hereby certify that I/we caused the land described on this Certified Survey Map to be
surveyed, divided, mapped and dedicated together with the granting of a Drainage
Easement to the Town of Lawrence as represented on this Certified Survey Map. I/We also
certify that this Certified Survey Map is required to be submitted to the following for
approval.

Town of Lawrence
City of De Pere—extraterritorial
Brown County

Dated this _____ day of _____, 20____.

Authorized Signature
Integrated Public Resources, LLC

Authorized Signature
Integrated Public Resources, LLC

Printed Name & Title

Printed Name & Title

State of Wisconsin)
_____)ss
_____ County)

Personally appeared before me on the _____ day of _____, 20____, the
above named persons to me known to be the persons who executed the foregoing
instrument, and acknowledged the same.

Notary Public
_____ County, _____

My commission expires _____

SHEET 5 OF 5

A PART OF LOT 72 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF
WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

CERTIFICATE OF TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

County Treasurer	Date
Paul D. Zeller	

EXTRATERRITORIAL REVIEW
CITY OF DE PERE

Pursuant to the City of De Pere, all requirements for approval have been fulfilled. This Certified Survey Map was approved this _____ day of _____, 20____.

Authorized Signature Date

Printed Name, Title

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by Integrated Public Resources, LLC, a Wisconsin Limited Liability Company, Grantor(s) to,

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin Corporation, WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, and TIME WARNER ENTERTAINMENT COMPANY, LP, Grantees,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve an extraterritorial 3 lot certified survey map at 3550 & 3551 Wayne LN in the Town of Ledgeview (Parcels D-449-1, D-450).

On March 28, 2022 Plan Commission unanimously recommended approval with a vote of 4-0.

ATTACHMENTS:

- PC Report - CSM on Wayne LN (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

- Item 6:** Consideration and possible action on an extraterritorial 3 lot certified survey map at 3550 & 3551 Wayne LN in the Town of Ledgeview (Parcels D-449-1, D-450).*

SITE MAP



REQUESTED ACTION:	Extraterritorial Certified Survey Map Approval. *
COMMON DESCRIPTION:	3550 & 3551 Wayne LN, located north from the Wayne LN and Heritage RD intersection.
PARCEL NUMBER(S):	D-449-1, D-450.
ZONING:	Residential District (R-1) in Ledgeview.
SURROUNDING LAND USES:	Agricultural and developing residential to the north, south, east, and west.
COMPREHENSIVE PLAN:	Planned Neighborhood in Ledgeview.

**City of De Pere
Staff Comments**

**Plan Commission
March 28, 2022**

APPLICANT/OWNER:	<u>Authorized Representative</u> Steven M. Bieda, PLS Mau & Associates LLP 400 Security BL Green Bay, WI 54313	<u>Property Owners</u> Ronald Van Stratten 3551 Wayne LN De Pere, WI 54115-9252 Gail & Robert Cuene 3550 Wayne LN De Pere, WI 54115-9252
SITE HISTORY:	The parcels were used for residential and agricultural uses prior to 1938 air photographs.	
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. • The proposed CSM is in Ledgeview, about 1.2 miles east from the De Pere City limits. • The proposed land division will create three residential use lots. • The City's minimum acreage and frontage are 0.2 acres and 75'; the Town's minimum is 0.3 acres and 90'. All lots meet the minimum criteria for both De Pere and Ledgeview. • The site is not within the Urban Reserve Area of Extraterritorial Review Jurisdiction due to boundary agreements. A minimum lot size of 10 acres does not apply. • The site is located inside the sewer service district for Ledgeview. • The staff recommended conditions of approval are listed at the end of the report. The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides development opportunities and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet City requirements.	
REVIEW PROCESS:	For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to review the certified survey map on April 6, 2022.	
STAFF RECOMMENDATION:	Staff recommends APPROVAL of the certified survey map, subject to: 1. Meeting all other state and local regulations, including Brown County Planning Commission and Town of Ledgeview. 2. Modify the City of De Pere certificate to reference the date of Common Council approval, in addition to the signature line and date-of-signature for Carey E. Danen, City Clerk.	

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 368.00
		Receipt #:
		Date:

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

SECTION 1: Applicant / Permittee Information

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

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

Name (Ind. Org. or Entity) Ron Van Straten	Contact Person Ron Van Straten	Title Owner	
Mailing Address 3551 Wayne Lane	City De Pere	State WI	ZIP Code 54115
Email Address ronald.vanstraten@graef-usa.com	Phone Number (incl. area code) 920-405-3828	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description Wayne Lane CSM	Parcel No. D-450, D-449-1
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SECTION 4: CSM Information

Existing Zoning:	R-1
Present Use of Parcel:	residential
Proposed Use of Lots:	residential

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

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Steve Bieda	Title Representative	Phone Number 920-434-9670
Signature of Applicant 		Date Signed 03/03/2022

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.	
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Certified Survey Map

All of Lots 1 and 2, Certified Survey Map No. 9026, Document No. 2852282, Brown County Records, and that part of vacated Wayne Lane adjacent thereto, all being in part of Lots 8 and 9, Howe's Subdivision of Private Claim 38, ESFR, Town of Ledgeview, Brown County, Wisconsin.

SURVEYOR'S CERTIFICATE

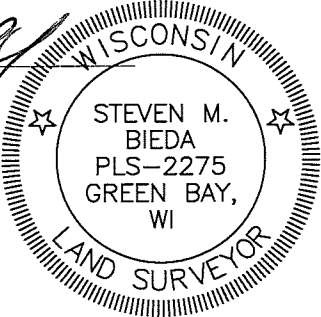
I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped all of Lots 1 and 2, Certified Survey Map No. 9026, Document No. 2852282, Brown County Records, and that part of vacated Wayne Lane adjacent thereto, all being in part of Lots 8 and 9, Howe's Subdivision of Private Claim 38, ESFR, Town of Ledgeview, Brown County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Section 36, T23N-R20E; thence N64°11'48"W, 1350.21 feet along the South line of said Section 36 to the Southeast corner of Private Claim 37, East Side Fox River; thence S23°34'50"W, 611.07 feet to a point on the West line of Lot 1, Certified Survey Map No. 9026, Document No. 2852282, Brown County Records and the Point of Beginning; thence S81°51'55"W, 143.89 feet along said Lot 1; thence S08°08'05"E, 140.00 feet along said Lot 1; thence S07°33'58"W, 72.71 feet along said Lot 1; thence S07°23'01"E, 71.84 feet; thence N72°49'13"E, 0.48 feet; thence S8°08'05"E, 102.25 feet along the West line of Lot 2, said Map no. 9026, to a point being N8°08'05"W, 20 feet more or less from the centerline of a creek and the start of a meander line; thence N79°04'35"E, 143.25 feet along said meander line; thence S80°41'57"E, 128.61 feet along said meander line; thence S18°44'40"W, 20.00 feet to a point being N18°44'40"E, 9 feet more or less from the centerline of a creek and the end of said meander line, said point also being on the South line of Lot 2, Map No. 9026; thence S71°15'20"E, 169.48 feet along the South line of said Lot 2; thence S71°36'21"E, 104.72 feet along said Lot 2; thence N26°31'53"E, 406.74 feet along said Lots 1 and 2; thence N63°28'07"W, 18.67 feet along said Lot 1; thence N25°48'12"E, 96.57 feet along said Lot 1; thence N64°11'48"W, 55.00 feet along said Lot 1; thence N25°48'12"E, 40.00 feet along said Lot 1; thence N64°11'48"W, 150.00 feet along said Lot 1; thence N80°08'32"W, 72.80 feet along said Lot 1; thence N64°11'48"W, 140.00 feet along said Lot 1; thence S30°09'05"W, 91.58 feet along said Lot 1; thence S52°15'27"W, 71.97 feet along said Lot 1; thence S74°37'47"W, 79.55 feet along said Lot 1; thence S81°51'55"W, 76.11 feet along said Lot 1 to the Point of Beginning. Including all lands lying between the meander line and the Centerline of the Creek.

Parcel contains 330,720 square feet / 7.59 acres more or less, to the centerline of the creek.
Right of way dedication contains 45,880 square feet / 1.05 acres more or less.
Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Ledgeview, and the Brown County Planning Commission code in surveying, dividing and mapping the same.


Steven M. Bieda
PLS-2275
March 1, 2022



CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this _____ day of _____, 20____.

Karl Mueller
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

Paul D. Zeller Date
Brown County Treasurer

Sheet Two of Four
Project No.: V-16410
Drawing No.: L-11707



Certified Survey Map

All of Lots 1 and 2, Certified Survey Map No. 9026, Document No. 2852282, Brown County Records, and that part of vacated Wayne Lane adjacent thereto, all being in part of Lots 8 and 9, Howe's Subdivision of Private Claim 38, ESFR, Town of Ledgeview, Brown County, Wisconsin.

CERTIFICATE OF THE TOWN OF LEDGEVIEW

Approved for the Town of Ledgeview this _____ day of _____, 20____.

Dan Teaters
Town of Ledgeview Zoning Administrator

NOTES

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

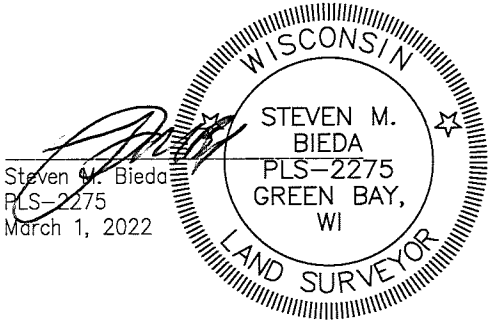
CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of DePere this _____ day of _____, 20____.

Carey Danen
City Clerk

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-3	391.39	400.00	375.96	N53°50'03"E	56°03'44"	—
1-2	120.23	400.00	119.78	N73°15'15"E	17°13'20"	—
2-3	271.16	400.00	265.99	N45°13'24"E	38°50'24"	—
4-5	322.89	330.00	310.17	S53°50'03"W	56°03'44"	—



Sheet Three of Four
Project No.: V-16410
Drawing No.: L-11707

All of Lots 1 and 2, Certified Survey Map No. 9026, Document No. 2852282, Brown County Records, and that part of vacated Wayne Lane adjacent thereto, all being in part of Lots 8 and 9, Howe's Subdivision of Private Claim 38, ESFR, Town of Ledgerview, Brown County, Wisconsin.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a 75 lot and 4 outlot revised preliminary and final extraterritorial plat of Grande Ridge Estates First Addition at 3300 BLK Heritage RD in the Town of Ledgeview (Parcels D-449-2, D-449-2-1, D-450-1, D-450-2).

On January 24, 2022 Plan Commission recommended approval of an earlier version of the preliminary plat, and on February 1, 2002 Common Council approved the preliminary plat. Since February, the lot configuration changed and another review by Plan Commission and Common Council was needed.

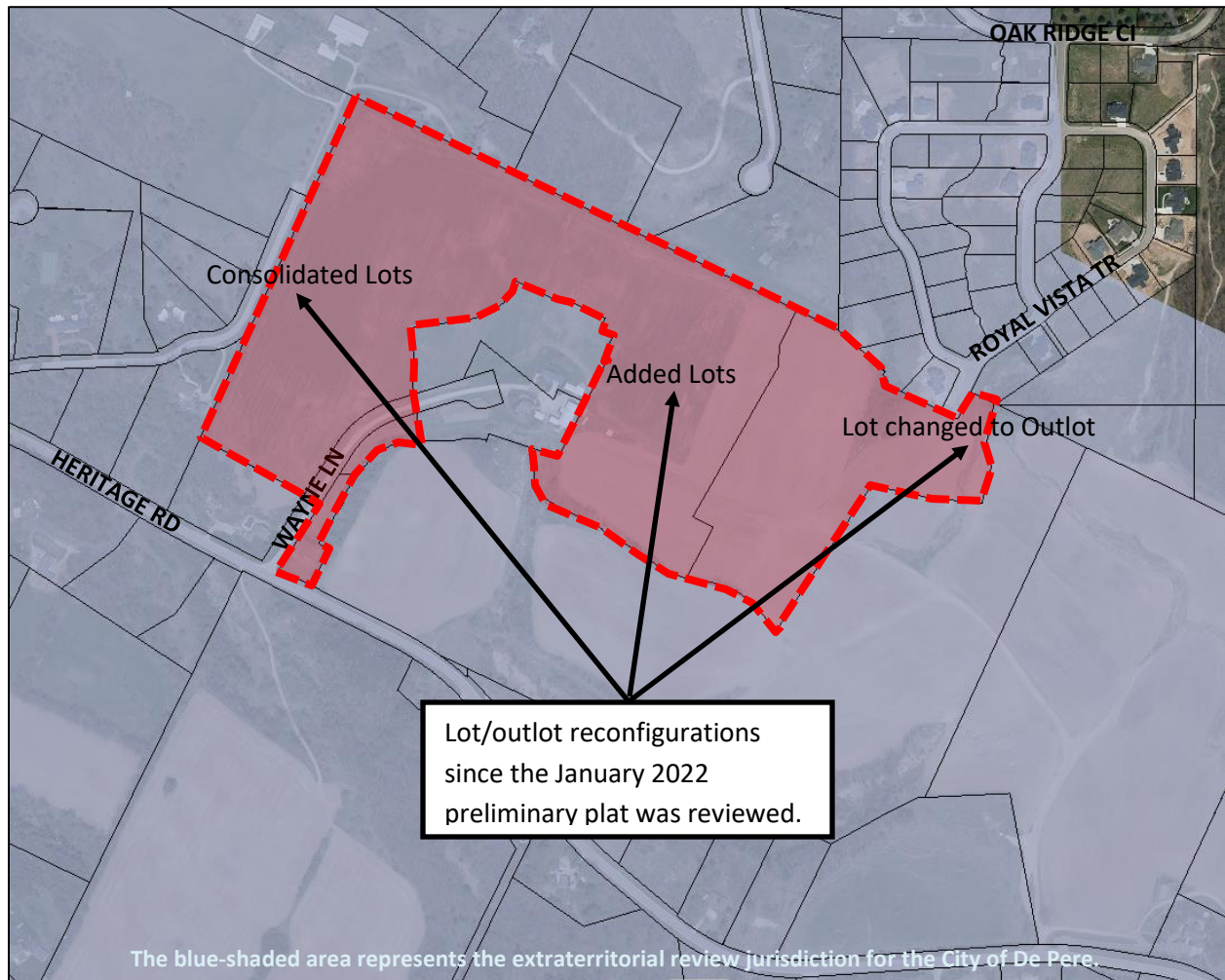
On March 28, 2022 Plan Commission unanimously recommended approval with a vote of 4-0.

ATTACHMENTS:

- PC Report - RevPre and Fin Plat (DOCX)
- Application Form (PDF)
- Final Plat (PDF)

- ITEM 7:** Consideration and possible action on a 75 lot and 4 outlot revised preliminary and final extraterritorial plat of Grande Ridge Estates First Addition at 3300 BLK Heritage RD in the Town of Ledgeview (Parcels D-449-2, D-449-2-1, D-450-1, D-450-2).*

SITE MAP



- REQUESTED ACTION:** Revised Preliminary and Final Extraterritorial Plat Approval. *
- COMMON DESCRIPTION:** 3300 BLK Heritage RD, located north from the Heritage RD and Wayne LN intersection.
- PARCEL NUMBER(S):** D-449-2, D-449-2-1, D-450-1, D-450-2
- ZONING:** Residential (R-1) by the Town of Ledgeview.
- SURROUNDING LAND USES:** Developing residential and natural areas to the north, south and west. Agricultural to the east.

COMPREHENSIVE PLAN: Planned Neighborhood by the Town of Ledgeview.

APPLICANT/OWNER NAME:	<u>Authorized Representative</u> Steven M. Bieda, PLS Mau & Associates LLP 400 Security BL, Suite 1 Green Bay, WI 54313	<u>Property Owners</u> Gigot Properties LLC ATTN: Ryan Radue, Seville Properties LLC 529 S Jefferson, Suite 109 Green Bay, WI 54301 J&A Lakeside Properties LLC ATTN: Ryan Radue, Seville Properties LLC 500 American DR Francis Creek, WI 54214
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SITE HISTORY: The undeveloped properties have been in agricultural use, with natural areas since air photos of 1938.

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

- On January 24, 2022, Plan Commission reviewed a variation of the preliminary plat, with 74 single-family lots and 3 outlots.
- The proposed plat has 75 single-family lots and 4 outlots.
- There are '*steep slopes unsuitable for building*' and '*meander lines*' for environmentally sensitive areas on the plat that will be reviewed by Brown County Plan Commission.
- The City's minimum acreage and frontage are 0.2 acres and 75'; the Town's minimum is 0.3 acres and 90'. All lots meet the criteria in Ledgeview's R-1 District except frontage on Lot 88. Frontage will be reviewed by Ledgeview.
- The site is not within the Urban Reserve Area of Extraterritorial Review Jurisdiction due to boundary agreements, thus, a minimum lot size of 10 acres does not apply.

All conditions of approval are listed at the end of the report. The conditions are technical and can be overseen by staff.

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

REVIEW PROCESS:

For final plat petitions, the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews final plats. The Common Council is expected to review the plat on April 6, 2022.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the final extraterritorial plat and forwarding the plat to the Common Council for approval, subject to:

1. Meeting all other state and local regulations, including the City of De Pere, Town of Ledgeview, and Brown County Planning Commission.
2. Modify the City of De Pere certificate to reference the date of Common Council approval, in addition to the signature line and date-of-signature for Carey E. Danen, City Clerk.

	CITY OF DE PERE APPLICATION FOR PLAT REVIEW		Fee: \$ 195.00 Receipt #: 169918 Date: 3-14-22

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

SECTION 1: Applicant / Permittee Information

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

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

Name (Ind. Org. or Entity) Seville Properties	Contact Person Ryan Radue	Title Owner	
Mailing Address 2585 S Broadway	City Green Bay	State WI	ZIP Code 54304
Email Address ryanradue@gmail.com	Phone Number (incl. area code) 920-434-9670	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description Royal Vista / Wayne Ln	Parcel No. D-450-1, D-450-2, D-449-2, D-449-2-1
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SECTION 4: Plat Review

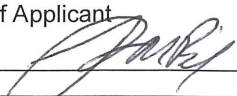
Review Type:	☐ Preliminary Plat ☒ Final Plat ☐ Condominium Plat		
Fee:	Preliminary Plat Fee: \$278 + (____# of lots and outlots x \$68) Final Plat Fee: \$195 Condominium Plat Fee: \$278 + (____# of units x \$68) + (____# of common elements x \$68)		\$ 195
Present Use of Parcel:	Agricultural		
Proposed Use of Lots:	Residential		

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

SECTION 5: Certification and Permission

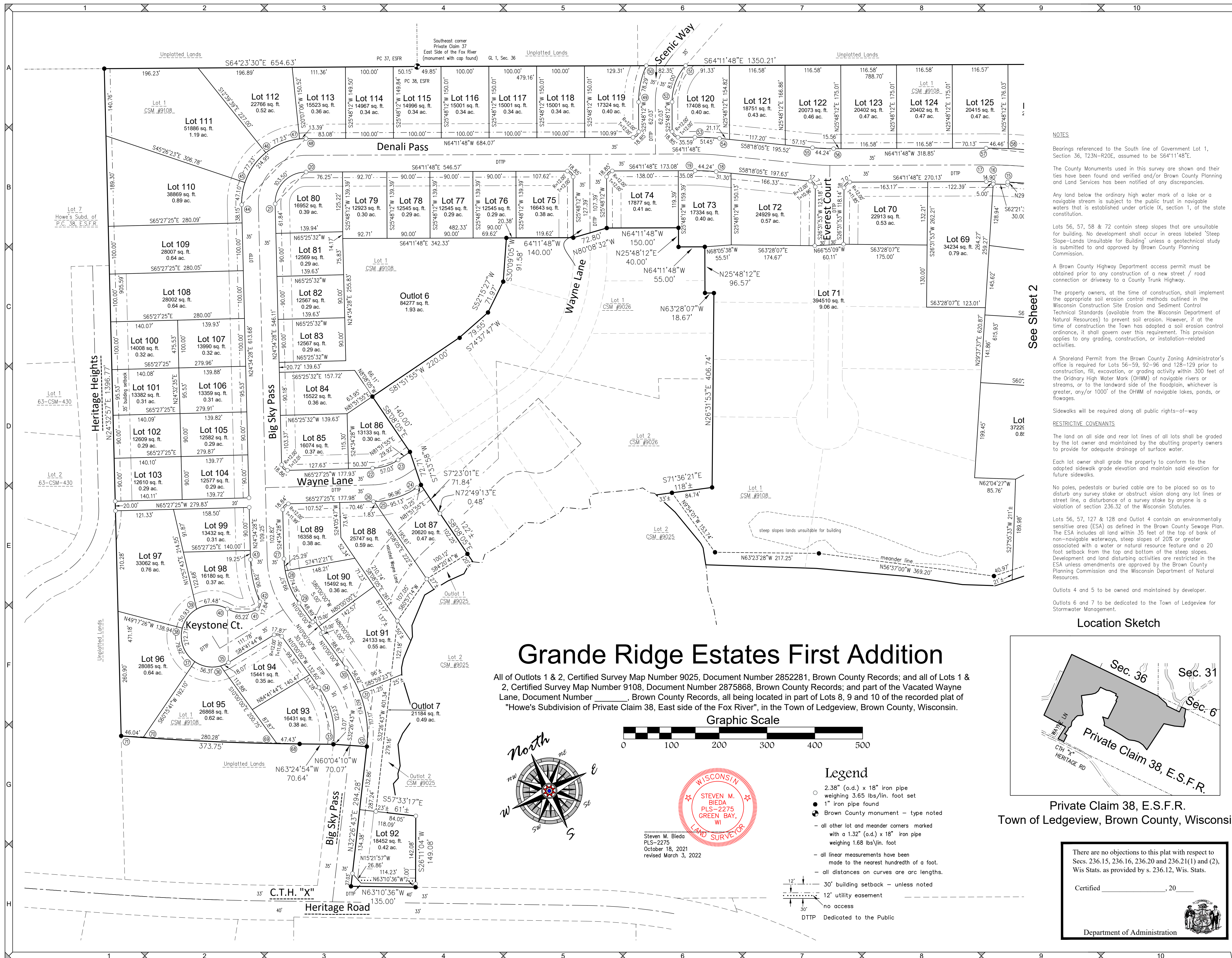
Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with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

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

Name of Owner/Authorized Representative (please print) Steve Bieda	Title agent	Phone Number 920-434-9670
Signature of Applicant 		Date Signed 03/08/2022

TO BE COMPLETED BY CITY STAFF

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



SCALE
1"=100'

DRAWN BY
BAR

Grande Ridge Estates First Addition

TAX/PARCEL NO. D-4492, D-4492-1, D-450-1 & D-450-2

Fieldwork Completed: xx/xx/xx

Data File: V-16410.dwg

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd Ste 1, Green Bay, WI 54313-9712

J&A Lakeside Properties LLC

PROJECT NO.
V-16410
SHEET NO.
1 of 2
DRAWING NO.
P-2505

NOTES

Bearings referenced to the South line of Government Lot 1, Section 36, T23N-R20E, assumed to be S64°11'48"E.

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

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

Lots 56, 57, 58 & 72 contain steep slopes that are unsuitable for building. No development shall occur in areas labeled "Steep Slope-Lands Unsuitable for Building" unless a geotechnical study is submitted to and approved by Brown County Planning Commission.

A Brown County Highway Department access permit must be obtained prior to any construction of a new street / road connection or driveway to a County Trunk Highway.

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

A Shoreland Permit from the Brown County Zoning Administrator's office is required for Lots 56-59, 92-96 and 128-129 prior to construction, fill, excavation, or grading activity within 300 feet of the Ordinary High Water Mark (OHWM) of navigable rivers or streams, or to the landward side of the floodplain, whichever is greater, any/or 1000' of the OHWM of navigable lakes, ponds, or flowages.

Sidewalks will be required along all public rights-of-way

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

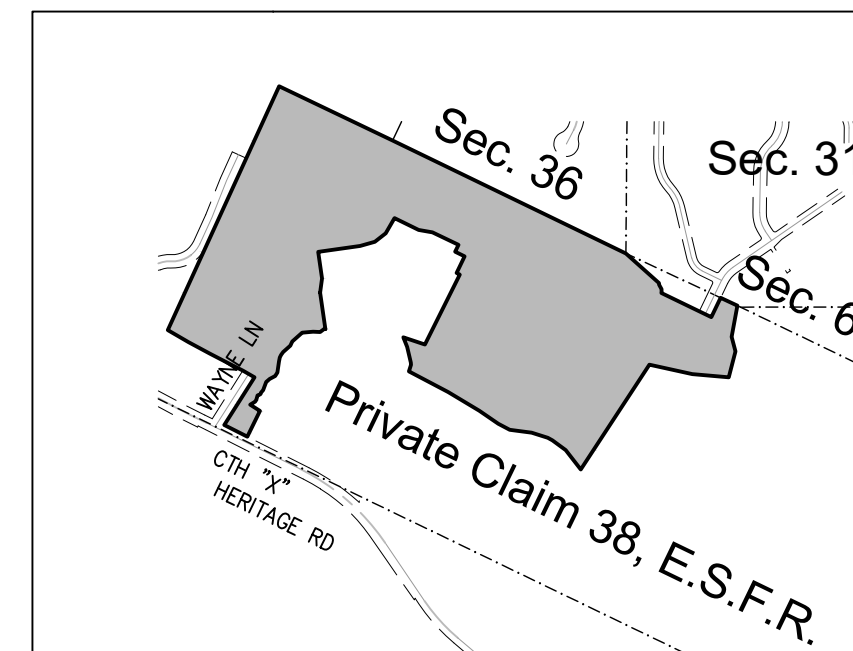
Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future subdivisions.

No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Outlots 4 and 5 to be owned and maintained by developer.

Outlots 6 and 7 to be dedicated to the Town of Ledgeview for Stormwater Management.

Location Sketch



Private Claim 38, E.S.F.R.

Town of Ledgeview, Brown County, Wisconsin

File: V-16410FinalPlat101421.dwg



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Ordinance #22-03 Amending § 46-4 De Pere Municipal Code
Regarding General Requirements and Design Standards.

On March 28, 2022 Plan Commission unanimously recommended approval with a vote of 4-0.

ATTACHMENTS:

- Ord22-03 (PDF)
- PC Report - Land Division Code Amendment (DOCX)
- Amend Sec. 46-4. General requirements and design standards (DOCX)

ORDINANCE #22-03

AMENDING § 46-4 DE PERE MUNICIPAL CODE REGARDING GENERAL REQUIREMENTS AND
DESIGN STANDARDS

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

SECTION 1. Section 46-4(e), is hereby amended by repealing subparagraph (7) thereof.

SECTION 2. Section 46-4(g), is hereby amended by deleting “of at least 25 feet” from
subparagraph (3) thereof.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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 6th day of
April, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Review: 03/28/2022

Publication Date: _____

ITEM 11: Consideration and possible action to amend Municipal Code Section 46-4 (Platting and Division of Land – General requirements and design standards) to eliminate the requirement to show building setbacks on city plats and city certified survey maps.*

REQUESTED ACTION: Amendment to Municipal Code Section 46-4. Specifically, subsections 46-4(e)(7) and 46-4(g)(3). *

APPLICANT NAME: City of De Pere.

SUMMARY: The Municipal Code Platting and Division of Land chapter requires that surveyors show a minimum 25' building setback line on residential city plats and certified survey maps. The building setback line can confuse the public because building setbacks in De Pere are based on Zoning Code requirements and not the building setback lines shown on a plat or certified survey map. Eliminating the building setback line on plats and certified survey maps ends conflicts with the requirements of the Zoning Code and any proposed updates to the Zoning Code.

PROPOSED AMENDMENT: The amendment includes the removal of the redlined text from the following subsections:

- **46-4(e) Easements and restrictive covenants.**

~~(7) Residential lots including corner lots in a subdivision shall have a minimum setback of not less than 25 feet.~~

- **46-4(g) Lots.**

~~(3) Corner Lots. Corner lots for residential use shall have extra width to permit full building setback of at least 25 feet from both streets.~~

REVIEW PROCESS: Platting and Division of Land Code Amendments follow this process: Plan Commission Review and Common Council Ordinance approval. This item is anticipated to be published for the April 6, 2022 Common Council meeting.

Although not a requirement of the review process, area surveyors that frequently submit plats and certified survey maps have been informed of the proposed change.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the proposed amendment to Municipal Code Section 46-4 to eliminate the requirement to show building setbacks on city plats and city certified survey maps. Revisions are summarized in this report and on the attached documents.

Sec. 46-4. General requirements and design standards.

- (a) *General.* The proposed subdivision shall conform to:
- (1) The provisions of Wis. Stats. ch. 236.
 - (2) All applicable ordinances of the city.
 - (3) The master plan, or functional segments thereof, as they may be completed.
 - (4) The official map.
 - (5) The rules of the state board of health relating to lot size and lot elevation if the subdivision is not served by a public sewer and provision for such service has not been made.
 - (6) The rules of the state highway commission relating to safety of access and the preservation of the public interest and investment in the streets if the subdivision of any lot contained therein abuts on a state trunk highway or connecting street.
 - (7) The preliminary plat shall be drawn at the scale not more than 100 feet to an inch. The required copies of the preliminary plat shall be made from a black ink line drawing.
 - (8) *Applicability to condominiums.* This chapter is expressly applicable to condominium developments within the city's territorial or extraterritorial jurisdiction, pursuant to Wis. Stats. §703.27(1). For purposes of this chapter, a condominium unit and any associated limited common elements shall be deemed to be equivalent to a lot or parcel created by the act of subdivision.
- (b) *Streets.*
- (1) *General considerations.* The streets shall be designed and located in relation to existing and planned streets, to topographical conditions and natural terrain features such as streams and existing tree growth, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets. The preliminary plat shall show topography or be accompanied by a map of the same scale showing topography using contour intervals not greater than five feet.
 - (2) *Conform to official map.* The arrangement, width and location of all streets shall conform to the official map.
 - (3) *Arrangement.*
 - a. Major streets shall be properly integrated with the existing and proposed system of major streets, highways, and thoroughfares.
 - b. Collector streets shall be properly related to the mass transit system, to special traffic generating from facilities such as schools, churches and shopping centers, to population densities, and to the arterial streets into which they feed.
 - c. Minor streets shall be laid out to conform as much as possible to topography, to discourage use by through traffic, to permit efficient drainage and sewer systems, and to require the minimum amount of street necessary to provide convenient, safe access to property. The reasonable and intelligent use of curvilinear and cul-de-sac streets is encouraged.
 - (4) *Railroad right-of-way or limited access highway.* Where a residential subdivision borders on or contains a railroad right-of-way or limited access highway right-of-way, the plan commission may require a street approximately parallel to and on each side of such right-of-way at a distance suitable for park or residential purposes.
 - (5) *Highways and thoroughfares.* Where a subdivision borders on or contains an existing or proposed highway or thoroughfare, the plan commission may require that the backs of lots abut the highway or thoroughfare and be provided with screen planting contained in a nonaccess reservation along the rear

property line, that deep lots with rear service alleys be provided, or that other provisions be made for the adequate protection of properties and the separation of through and local traffic.

- (6) *Width.* All streets shall be of the width specified on the official map or, if no width is specified there, they shall be not less than the width specified as follows:
- Highways: 80 feet plus eight-foot tree planting easement on both sides of right-of-way.
 - Collector streets: 80 feet.
 - Minor streets: 70 feet.
 - Minor streets designed with parking on one side: 60 feet plus eight-foot tree planting easement on both sides of right-of-way.
- (7) *Alignment and visibility.* Clear visibility, measured along the centerline, shall be provided for at least 400 feet on major streets, 350 feet on collector streets, and 250 feet on minor streets.
- (8) *Minimum radii or curvature on the centerline.*
- Major streets: 300 feet.
 - Collector streets: 200 feet.
 - Minor streets: 100 feet.
- (9) *Tangents.* A tangent at least 100 feet long shall be introduced between reverse curves on major and collector streets.
- (10) *Street names.* Any street which is the reasonable continuation of an existing street shall bear the same name. If the topography or other features of a permanent nature are such as to render the continuation of the actual roadway impossible, and where such nomenclature is apt to produce confusion, the street shall not carry the same name as the street to which it may be geometrically aligned.

Type	Dead-end	Curving	Straight
Short Streets	Places or Courts	Crescent, Way, Circle or Lane	Terrace, Row, Lane
Long Streets		Road or Drive	Street or Avenue

The term "boulevard" shall be reserved for such streets which, because of their breadth or monumental character, are to be especially designated.

(c) *Intersections.*

- Streets shall intersect as nearly as possible at right angles and the intersection of more than two streets at one point is discouraged. The number of streets converging at one intersection shall be reduced to the minimum possible.
- Property lines at street intersections shall be rounded with a radius of 12 feet or a greater radius where the plan commission considers it necessary. Cutoffs or chords may be permitted in place of rounded corners.
- Street jogs with centerline offsets of less than 125 feet shall be avoided. Where streets intersect highways, thoroughfares and major streets, their alignment shall be continuous.

(d) *Alleys.*

- Alleys shall be provided in all commercial and industrial districts, except that the plan commission may waive this requirement if definite and assured provision is made for service access such as off-street loading and parking consistent with, and adequate for, the uses proposed.

- (2) Alleys shall not be approved in residential areas unless necessary because of topography or other exceptional circumstances.
 - (3) The width of alleys shall be not less than 20 feet.
 - (4) Dead-end alleys are prohibited except under very unusual circumstances, and crooked and "T" alleys shall be discouraged. Where dead-end alleys are unavoidable, they shall be provided with adequate turnaround facilities at the dead end.
- (e) *Easements and restrictive covenants.*
- (1) Easements across lots or centered on rear or side lot lines shall be provided for utilities where required by the plan commission, and shall be at least ten feet wide.
 - (2) A drainage easement in favor of the city, centered on rear lot lines, shall be provided on all subdivisions of land. Such easement shall, at a minimum, contain the following restrictions:
 - a. Any obstruction to the flow of water, by any means, shall be prohibited.
 - b. No structure, earthen berm, dam, erection of other improvement, tree, or landscaping shall be permitted.
 - c. The erection of a fence or annual plantings may be allowed provided that same do not obstruct the flow of water.
 - d. Grantor (property owner) is prohibited from changing the grade elevation of the drainage easement from that established by grantee.
 - e. Grantee shall have full rights of ingress and egress to carry on and all work in connection with the maintenance and operation in, over, under and across the lands of grantor.
 - f. The property covered by said easement shall not be used in any way or manner that will impair the rights of grantee.
 - g. The easement shall run with the land, and shall be binding upon the grantees, lessees, successors, heirs and assigns of grantor and grantee.
 - h. The easement shall be assignable.
 - (3) A stormwater covenant shall be provided on the face of each subdivision as follows:
The land on the side of the lots within the area shall be graded by the subdivider and maintained by the abutting property owner to provide for the adequate drainage of surface water.
 - (4) Where a subdivision is traversed by a watercourse, drainageway, channel or stream, there shall be provided a stormwater easement or drainage right-of-way of sufficient width conforming substantially with the lines of such watercourse. Grading or construction adequate for the purpose may be required. Wherever possible, the drainage shall be maintained by an open channel with landscaped banks and adequate width for maximum potential volume of flow as determined by the plan commission. Such improvement shall be installed prior to council approval of the final plat.
 - (5) A stormwater covenant shall be provided on each plat as follows: The land on the rear of all lots and on the side of lots (specified) within the area shall be graded by the subdivider and maintained by the abutting property owner to provide for the adequate drainage of surface water.
 - (6) An eight-foot tree planting easement shall be provided on the front or side of each lot fronting or siding a major street and streets with a width less than 70 feet, and no portion of the street shall be used for tree planting. Such easement shall be contained in a restrictive covenant written on the face of the plat.
 - ~~(7) Residential lots including corner lots in a subdivision shall have a minimum setback of not less than 25 feet.~~

(f) *Blocks.*

- (1) The lengths, widths and shapes of blocks shall be such as are appropriate for the locality and the type of development contemplated, but block lengths in residential areas shall not exceed 1,500 feet between street lines.
- (2) Pedestrian crosswalks, not less than ten feet wide, may be required by the plan commission through the center of blocks more than 900 feet long where deemed essential to provide circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities.

(g) *Lots.*

- (1) *In general.* The size, shape and orientation of lots shall be appropriate for the location of the subdivision and for the type of development and use contemplated.
- (1.5) Lots within the city's extraterritorial plat approval jurisdiction. Every lot within the city's extraterritorial plat approval jurisdiction that is identified in the city's current comprehensive plan as a growth area or an urban reserve area, shall be a minimum of ten acres in area.
- (2) *Lot dimensions.* Lot dimensions shall conform to the requirements of the zoning ordinance, and in residential districts shall be not less than 75 feet in frontage nor less than 8,000 square feet in area. Residential lots to be served by private sewage disposal facilities shall comply with the rules of the state board of health in addition to the regulations contained in this section. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated. Residential lots fronting or backing on major streets, highways, and thoroughfares should be platted with extra depth to permit generous distance between the buildings and such traffic ways. Excessive depth in relation to width shall otherwise be avoided.
- (2.5) *Lot dimensions within urban reserve area of extraterritorial review jurisdiction.* Every lot within the urban reserve area of the extraterritorial review jurisdiction shall have a minimum lot width and frontage of not less than 300 feet.
- (3) *Corner lots.* Corner lots for residential use shall have extra width to permit full building setback ~~of at least 25 feet~~ from both streets.
- (4) *Access to public street.* Every lot shall front on or abut a public street.
- (5) *Lots at right angles.* Lots at right angles to each other should be avoided wherever possible, especially in residential areas.
- (6) *Lot lines.* Side lot lines shall be substantially at right angles or radial to street lines.
- (7) *Large lots.* In case a tract is subdivided into parcels contained one or more acres, such parcels shall be arranged to allow the resubdivision of any parcels into normal lots in accordance with the provisions of this chapter.
- (8) *Municipal boundaries.* Lots shall follow municipal boundary lines whenever practicable rather than cross them.

(Code 1974, § 13.04; Ord. No. 03-23, § 1, 10-7-2003; Ord. No. 07-20, §§ 1—3, 8-7-2007; Ord. No. 15-31, § 3, 12-1-2015; Ord. No. 16-18, § 2, 9-6-2016; Ord. No. 19-26, § 1, 12-17-2019; Ord. No. 20-16 § 2, 10-6-2020)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Resolution #22-27 Authorizing Agreement for Consulting Services Between the City of De Pere and Vierbicher Associates, Inc. (Community Development Block Grant Special Project Grant Program Administration for Affordable Housing Conversion Project located at 525 North Tenth Street).

In 2021, the City of De Pere applied to the Wisconsin CDBG Special Project fund for a 55+ older/senior housing affordable housing conversion of the vacant former assisted living facility at 525 N Tenth Street. The City was awarded a grant from the Wisconsin Department of Administration for Northpointe Development to renovate and reopen the vacant building as a senior living facility in 2022. The City anticipated not having the in-house expertise or capacity to complete the necessary federal grant reporting and as such included grant administration in the proposed project budget. Therefore, the City was awarded \$1,522,500 for the project. (\$1,500,000 project, and \$22,500 for grant administration).

Since the City was awarded funds for grant administration the City must follow the federal procurement process for professional services; therefore, the City issued an RFP for grant services based on the recommended federal RFP template. The RFP is attached as an exhibit to this council agenda item. The Development Services Department sent the RFP to 13 Wisconsin planning, grant, and engineering firms, posted the RFP to the City web page and City Hall, posted an advertisement to the Wisconsin Chapter of the American Planning Association, and posted an advertisement to League of Wisconsin Municipalities. The City received five proposals from the following firms (in order of receipt): McMahon, Vierbicher, MSA Professional Services, Cedar Corporation, and Kunkel Engineering Group. The proposal review team reviewed the proposals against the criteria included in the RFP and recommends Vierbicher for the project grant administration. The summary rankings are below, and the ranking details are included with the agenda.

1. Vierbicher
2. MSA Professional Services
3. Kunkel Engineering Group
4. Cedar Corporation
5. McMahon

ATTACHMENTS:

- Reso22-27 (PDF)
- Vierbicher Associates Inc.3-25-22 jsf edits (PDF)
- Exhibit A-Vierbicher-CDBG-Special Project Administration (PDF)
- Exhibit B-Vierbicher-CDBG-Special Project Grant Administration (PDF)

- Scoring - final (DOCX)

RESOLUTION #22-27

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE
AND VIERBICHER ASSOCIATES, INC.

(Community Development Block Grant Special Project Grant Program Administration for
Affordable Housing Conversion Project Located at 525 North Tenth Street)

WHEREAS, pursuant to Resolutions #21-82 and #22-05, the Common Council authorized the application for a Community Development Block Grant (CDBG) and a Developer's Agreement to assist in the development of the Oak Meadows Senior Apartment Affordable Housing Conversion Project located at 525 North Tenth Street; and

WHEREAS, the City is in need of an experienced firm to assist it with grant administration services for the CDBG grant that was awarded to the City by the Wisconsin Department of Administration Division of Energy, Housing and Community Resources on September 10, 2021 and;

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Vierbicher Associates, Inc., as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Resolution #22-27

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of
April, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND VIERBICHER ASSOCIATES, INC.
(Community Development Block Grant Special Project Grant Program Administration for
Affordable Housing Conversion Project Located at 525 North Tenth Street)**

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

WITNESSETH

WHEREAS, the City is in need of an experienced firm to assist it with grant administration services for a Community Development Block Grant (CDBG) secured by City for an Affordable Housing Conversion Project located at 525 North Tenth Street; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated February 11, 2022 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with background information and supporting documents concerning the project that may be applicable or required for the CDBG grant administration process, as are available. In addition, City shall maintain appropriate files related to the project, as well as maintain and monitor an appropriate bank account for the receipt and disbursement of CDBG funds.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph. Any release of documents provided by Consultant to City shall be the responsibility of and at the discretion of the City.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. AUDITOR ACCESS

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

VII. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VIII. TIME FOR COMPLETION

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

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum. Payment to the Consultant is due upon receipt of an itemized invoice by the City; however, no more than one invoice shall be submitted per month. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

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

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

C. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general liability policy for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XVI. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be

inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVIII. SUSPENSION OF WORK

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

XIX. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XXI. NOTICES

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

If to City:

City of DePere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Vierbicher Associates, Inc.
Attn: Melissa M. Hunt, Dept. Manager
999 Fourier Drive; Suite 201
Madison, WI 53717

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

VIERBICHER ASSOCIATES, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Melissa M. Hunt, Dept. Manager

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

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Questions and City responses can be found at end of this RFP



Request for Proposals

**Grant Administration for
Affordable Housing Conversion
Project Located at
525 N TENTH ST, De Pere, WI 54115
(SP 21-02)**

**A Community Development Block Grant
CDBG Special Projects**

**City of De Pere
Brown County, WI**

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Request for Proposals for Grant Administration Professional Services
CDBG-Special Projects

Invitation to Submit Proposal

Introduction

The City of De Pere, Wisconsin, seeks proposals for consulting services for the grant administration services, for which the City of De Pere has secured Community Development Block Grant (CDBG) CDBG-funding. Proposals will be accepted for grant administration services for the CDBG.

Minimum requirements include previous experience in CDBG Grant Administration on CDBG or similar state/federally funded projects. Proposals will be accepted from individuals, firms, or groups of firms with the demonstrated expertise and experience in these areas of practice.

Contact Information

All interested persons and firms should contact Daniel Lindstrom, Development Services Director, between the hours of 7:30 am to 5:00pm, Monday-Friday at 920-339-2370 or dlindstrom@deperewi.gov request the RFP packet or additional information, as needed.

Persons/firms that intend to submit a proposal should send notification of intent to the City of De Pere with the person's/firm's name and contact information in case of addenda or other changes. Additionally, the RFP may be sent to those persons/firms that are included on the City of De Pere persons/firms that is specifically created for this RFP. Those who the City of De Pere has sent an RFP and those who have provided contact information through a request for a copy of the RFP or through a notification of intent will receive all information regarding the RFP. The information may include, but is not limited to, any amendments to the RFP, answers to inquiries received regarding the RFP, or changes to the RFP schedule.

Questions Regarding This RFP

This solicitation contains a description of the project and services required. Interested proposers have the responsibility of understanding what is required by this solicitation. During the review of the RFP, if the Proposer discovers any errors, omissions, or ambiguities within the RFP, they should identify them in writing and call them to the immediate attention of the City of De Pere prior to the RFP submission deadline. The City of De Pere shall not be held responsible for any person's/firm's lack of understanding of the project.

Questions for clarification concerning this RFP must be in writing and received via email to Daniel Lindstrom, Development Services Director at dlindstrom@deperewi.gov on or before February 8, 2022. After this date, questions involving the content or intent of the proposal will not be answered. All questions will be responded to by Daniel Lindstrom, Development Services Director in writing via email, and provided to all parties indicate if the UGLG's by posting to the project website address www.deperewi.gov/CDBG-GrantAdminRFP. All parties requesting an RFP for which the UGLG has the contact information will receive copies of the UGLG's responses to questions via email or mail and treated as an addendum to the RFP packet.

The City of De Pere makes no representations as to the conditions of the project other than those representations made herein, and no employee or any other representative of the City of De Pere has the authority to make any oral or written representations as to the conditions of the project. Persons/firms should only contact the person designated above regarding this RFP and should not contact the Mayor, Administrator, or any local elected officials, members of any committees, or any other City of De Pere staff for clarification on this RFP.

Request for Proposals for Grant Administration Professional Services CDBG-Special Projects

Addenda Interpretations

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City of De Pere is not bound by any oral clarifications changing the scope of the work for this project. All addenda issued by the City of De Pere will become part of the official RFP and will be emailed to all Proposers of record based upon contact information on record at the original time of issuance or subsequently provided.

Proposal Requirements

Directions for Submittal

Direct submittals to Daniel Lindstrom, Development Services Director, City of De Pere, labeled "ATTN: CDBG-Special Project Grant Administration Project RFP Review Committee", 335 S Broadway Street, De Pere WI 54115; or via email to dlindstrom@deperewi.gov, with the Subject of "ATTN: CDBG-Special Project Grant Administration Project RFP Project RFP Review Committee", no later than 5:00pm on February 17, 2022. The City of De Pere reserves the right to reject any and all Proposals not meeting the requirements of this Request for Proposals for consulting services.

Persons requesting ADA assistance accommodations for hearing and speech impaired may contact Daniel Lindstrom, Development Services Director at dlindstrom@deperewi.gov or 920-339-2370

Individuals/firms interested in being considered for this project must submit a proposal detailing qualifications, technical expertise, management, and staff capabilities, related prior experience, and a detailed cost estimate for the Scope of Services described above. The objective of the competitive process is to objectively select the firm that will provide high-quality, efficient, and cost-effective services. The selected person(s)/firm(s) will be invited to contract with the City of De Pere for consulting services.

Exhibit III, attached to this RFP, represents the qualifications sought for the Grant Administration consulting services. These criteria have been established to assure the Community of professional expertise with adequate experience and capacity to ensure successful completion of the proposed project within the allocated time constraints.

Exhibit IV, attached hereto, is a Rating System that will be utilized for selection of the consultant. This rating system will be employed by the community in determining which proposal best meets the needs as outlined in this RFP.

Proposal Contents

The following is the list of the required proposal contents.

1. Cover Letter.
2. Project scope statement describing the work to be undertaken, include the services outlined in the RFP, and any modifications or expansion of the scope provided in order to deliver the grant administration consulting services.
3. Project work plan indicating mechanisms proposed to coordinate the work effort with the City of De Pere.
4. Project coordination plan indicating mechanisms proposed to coordinate the work effort with the City of De Pere.
5. Proposer's profile and a clear concise statement with:
 - a. Examples indicating past performance and familiarity with the type of work detailed in the RFP

Request for Proposals for Grant Administration Professional Services CDBG-Special Projects

- b. Examples of implementation of the Proposer's work/services in other communities and noted successes
 - c. A list of client references for which Proposer provided similar services as described in the RFP.
6. Project team statement indicating the professional and technical qualifications of the key persons who will be assigned to the project and their responsibilities within the Scope of Services.
7. Resumes for key personnel should be included in the proposal appendices.
8. Project budget with estimated level of effort for each member of the team and for each major task.
9. Fee schedule for personnel involved with the project.
10. Copy of example professional services agreement.

Proposal Format

The proposal must be submitted in the proposal placed in the same order as described in above. The proposal must be signed by the submitter or authorized representative and dated. The pages of the proposal must be numbered in consecutive order and should not exceed the maximum sheet size of 8.5" x 11." The name, mailing address, phone number and email address of the Proposer should be placed on the cover page of the Proposal.

Selection Process Schedule

The City of De Pere anticipates authorizing a contract for this work in February 2022 with a notice to proceed no later than March 15, 2022. The City of De Pere's and Developer's goal is to have CDBG – Special Project Affordable Housing Conversion project and related grant administration completed no later than November 2022. Responding persons/firms should comment on the above schedule as part of their proposal and state how realistic it is to achieve substantial completion of the work by November 30, 2022.

Other Conditions of Proposal Submittal

1. Only one proposal will be accepted from any person, firm or entity.
2. No proposal will be accepted from any person, firm or entity that is in arrears for any obligation to the City of De Pere, is debarred from contracting for federally funded projects, or that otherwise may be deemed irresponsible or unresponsive by the City of De Pere.
3. All Proposals submitted become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation process.
4. Requirements and conditions of employment and contracting to be observed for compliance with Conflict of Interest and Lobbying regulations apply to this project
5. Refer to **Exhibit II** attachments for the CDBG project requirements.
6. All activities for the project must comply with the CDBG program regulations and policies set forth in [24 CFR 570](#) and the State of Wisconsin CDBG Program *Implementation Handbook* referenced in **Exhibit II**.

Scope of Services & Deliverables

The City of De Pere, Brown County, Wisconsin is The City of De Pere is seeking funding through the Special Project program due to the special conditions of this project. This project is a national LMI objective for seniors. The City of De Pere as a whole is not eligible for CDBG funding due to the LMI percentage of the City. However, this special project for affordable senior housing is a critical issue for the community. While the City has not been able to use CDBG funds in

Request for Proposals for Grant Administration Professional Services CDBG-Special Projects

previous years, identifying and utilizing government programs such as CDBG funds to improve aging housing stock, is one of our Comprehensive Plan Housing goal. The focus of the special projects – affordable housing conversion will be to provide affordable housing options for seniors.

City of De Pere Community & Project Area Description:

The 24,970 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The city has two excellent school districts, an urban private college, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center, and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment. Based on 2019 population data, the City of De Pere has approximately 6,290 residents over the age of 55, which is about 25% of the population. This percentage is expected to increase each following year. The City currently has one independent senior living facility with 144 units; only 36 units are affordable through a federal subsidy. The frequency occurs daily because there is a lack of affordable senior housing in the community.

Project Background:

The City of De Pere was awarded a \$1,500,000 CDBG grant for the redevelopment of a former and vacant assisted living facility into a senior affordable housing project. The project site is located at 525 N 10th St, De Pere, Wisconsin, generally located in the northwest of the city (see attached map). The building will be renovated from a 68-bed assisted living facility into a senior independent living facility. The development will consist of 55-units. There will 33 units set aside for seniors whose income is at or below 50% of the Brown County median income and 22 units set aside for seniors whose income is at or below 70% of the Brown County median income. The project will consist of one studio apartment, 34 one-bedrooms, and 20 two-bedroom units. The apartments will include common area amenities: security entrances, on-site management, community room, fitness center, exterior storage, and underground parking. The units will target households with incomes following WHEDA guidelines, which currently include households having incomes at CMI, 50% of CMI, and 70% of CMI.

Exterior projects include new parking garage retain walls, asphalt overlay, landscaping, exterior metal painting, new shingled roofing and gutters. Interior projects include new 100 amp electrical services, new HVAC systems, plumbing, Fire protection system adjustments as needed for new units, flooring throughout, painting, new doors/hardware, new cabinets, laminate countertops and appliances, replace all light fixtures, and new framing.

Background information materials and a Project Area/Service Area Map for the Project location are provided in Exhibit I attachments.

Grant Administration Services Required:

The selected person(s)/firm(s) will serve as and perform the functions of the Grant Administrator for a Community Development Block Grant award including the following:

- In coordination with the City, preparing and submitting remaining CDBG contract and amendment documents, as applicable
- Managing the CDBG Project records
- Preparing and submitting applicable Environmental Record documents for the CDBG Project

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- Coordinating Citizen Participation meeting(s) and maintaining and submitting required records for Citizen Participation for the CDBG Project
- Completing compliance activities for CDBG Project federal labor standards as applicable
- Preparing and submitting CDBG reporting documents for the CDBG Project, including but may not be limited to Semi-Annual Reports, Single Audit Statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Reports, Labor Standards Reports.
- Preparing and submitting CDBG monitoring documents and responding to monitoring requirements as applicable for the CDBG Project.
- Managing financial records for the CDBG Project and preparing and submitting CDBG requests for payment and related required documentation.
- Attending and participating in City of De Pere meetings as necessary for the CDBG Project.
- Preparing and submitting the CDBG Project Completion Report and supporting documents.
- Complying with CDBG regulations and policies applicable to the Project.

MISCELLANEOUS AND GENERAL PROVISIONS

1. **Non-Discrimination Statement:** The City of De Pere does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.
2. **Rejection of Proposals:** The City reserves the right to reject any or all proposals, to divide responsibilities among one or more applicants or firms, to waive formalities, and to select the individual or firm which, in the City's sole judgment, can best perform the scope of services required.
3. **Withdrawal of Proposals:** the proposer upon submission of a written request may withdraw Proposals.
4. **Ownership of all data, material, and documentation** originated and prepared for the City pursuant to the RFP shall belong to the City and be subject to public inspection in accordance with the Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by the Project Team shall not be subject to public disclosure under (FOIA) unless otherwise required by law or a court.
5. The City is not liable for any costs incurred by any Project Team in connection with this RFP or any response by any Project Team to this RFP. The expenses incurred by a Project Team in the preparation, submission, and presentation of the proposal are the sole responsibility of the Project Team and may not be charged to the City, regardless of whether or not a Project Team's Proposal is ultimately selected by the City for completion of the work detailed in this RFP.
6. Each Project Team should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or specifications to be provided to the City under this RFP is subject to negotiations with the successful Project Team, and final approval of the City.
7. The Project Team shall maintain, during the life of the Agreement, public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages that may arise from the performance of work under the Agreement.
- 8.** The City will require an Agreement with the Consultant that substantially conforms to the attached "Sample Consultant Agreement" – Exhibit V.

Request for Proposals for Grant Administration Professional Services
CDBG-Special Projects

Evaluation and Selection

Final selection of the planning and grant administration provider will be based upon the maximum total points scored as set forth in the Rating System in **Exhibit IV**.

The City of De Pere reserves the right to negotiate a contract with the services provider selected to perform the professional services required.

The City of De Pere, Brown County, Wisconsin reserves the right to reject any and all responses submitted. If you have any questions regarding this Request for Proposals, please contact:

Daniel Lindstrom, Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 54115
dlindstrom@deperewi.gov
920-339-2370

Request for Proposals for Grant Administration Professional Services
CDBG-Special Projects

EXHIBIT I

Project Background and Project Area/Service Area Maps

Request for Proposals for Grant Administration Professional Services

CDBG-Special Projects



EXHIBIT II

State and Federal Regulatory Requirements for CDBG-Assisted Projects

REFER TO EXHIBIT II ATTACHMENTS FOR:

1. POTENTIAL CONFLICT OF INTEREST DISCLOSURE
2. CONFLICT OF INTEREST CLAUSE
3. LOBBYING CERTIFICATION
4. DISCLOSURE OF LOBBYING ACTIVITIES

THE CDBG ATTACHMENTS LISTED ABOVE ARE FROM THE CDBG IMPLEMENTATION HANDBOOK AND HANDBOOK CHAPTER
ATTACHMENTS ON THE
BUREAU OF COMMUNITY DEVELOPMENT WEBSITE AT:

<https://doa.wi.gov/Pages/LocalGovtsGrants/CDBGImplementationHandbook.aspx>

Also refer to [24 CFR 570](#).

Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Grant Administration for Affordable Housing Conversion Project Located at
525 N TENTH ST (SP 21-02)

City of De Pere, WI

Do you have family or business ties to any of the people listed below?

Yes ☐

No ☐

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

ELECTED OFFICIALS:

- ☐ James Boyd, Mayor
- ☐ Amy Chandik Kunding, Alderperson
- ☐ Shana Defnet Ledvina, Alderperson
- ☐ Jonathon Hansen, Alderperson
- ☐ Kelly Ruh, Alderperson
- ☐ Dean Raasch, Alderperson
- ☐ Mike Eserkaln, Alderperson
- ☐ John Quigley, Alderperson
- ☐ Dan Carpenter, Alderperson

CITY ADMINISTRATION, DEPARTMENT HEADS AND/OR LEGAL COUNSEL:

- ☐ Lawrence Delo, Administrator
- ☐ Judith Schmidt-Lehman, City Attorney
- ☐ Daniel J. Lindstrom, Development Services Director
- ☐ Joseph Zegers, Finance Director/Treasurer

ENGINEERING AND CONSULTING FIRM(S):

☐ N/A

Description of Relationship(s):

Please Note: The name of any contractor with a potential conflict of interest will be disclosed at the De Pere City Council meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).

Printed Name of Individual

Title

Signature

Name of Business/Firm/Company

Date Signed [MM/DD/YYYY]

24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

Code of Federal Regulations Title 24 570.489(h) Program administrative requirements

(h) Conflict of interest:

(1) Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.

(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.

(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.

(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

STATE OF WISCONSIN CDBG IMPLEMENTATION HANDBOOK: ATTACHMENT 3-C:
24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE

(ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.

(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;

(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

Division of Energy, Housing and Community Resources

Lobbying Certification

GRANTEE/UGLG NAME: City of De Pere

DEHCR GRANT AGREEMENT #: CDBG SP 21-02

LOBBYING CERTIFICATION

FROM THE

- ☐ Municipality/UGLG: _____
- ☐ Contractor/Sub-Contractor
- ☐ Other: _____

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Municipality/UGLG/Business/Firm

Signature of the Chief Elected Official, Owner, or Chief Executive Officer

Title

Date Signed

Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: _____ Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Request for Proposals for Grant Administration Professional Services
CDBG-Special Projects

EXHIBIT III

Minimum Qualifications

- A. The person(s)/firm(s) must have successfully provided grant administration services for a minimum of three similar type projects. The person/firm may not be selected if there have been any unresolved issues relative to the services provided.
- B. The principal responsible for coordination of the grant administration must have a minimum three years of experience with this specific type of work.
- C. The principal responsible for provided grant administration must have a minimum of three years of experience with the CDBG Program **or** other federal/state funded programs or projects.
- D. The person(s)/firm(s) must submit references as to their professional qualifications from a minimum of two previous clients for which the person(s)/firm(s) has/have performed work (include contact name, title, firm/organization/government name, email address, mailing address and telephone number).

Request for Proposals for Grant Administration Professional Services
CDBG-Special Projects

EXHIBIT IV

Selection Rating System

- | | |
|---|--------------------------|
| 1. Project Coordinator/Lead's Experience | <u>Maximum 20 Points</u> |
| A. 3 or more years/experience with CDBG or other federal/state programs | 20 Points |
| B. 2 years experience | 15 Points |
| C. 1 years experience | 10 Points |
| D. Less than 1 year experience | 5 Points |
| E. No experience | 0 Points |
| 2. Firm's Project Completion Background | <u>Maximum 20 Points</u> |
| A. Completion of 3 or more previous, similar type projects within proposed time frame & budget | 20 Points |
| B. Completion of 2 similar projects | 15 Points |
| C. Completion of 1 similar project | 10 Points |
| D. Working on 1 similar project; not completed | 5 Points |
| E. No work on a similar project | 0 Points |
| 3. References from Similar Projects | <u>Maximum 20 Points</u> |
| A. Respondent lists 3 previous clients with similar projects and all references give excellent response on quality of service | 20 Points |
| B. Respondent lists 2 previous clients | 15 Points |
| C. Respondent lists 1 previous client | 10 Points |
| D. Respondent lists no previous references | 0 Points |
| 4. Responsiveness to Specifications of Project/RFP | <u>Maximum 20 Points</u> |
| A. Needs of project are fully addressed in Proposal | 20 Points |
| B. Needs of project are somewhat addressed in Proposal | 10 Points |
| C. Needs of project are not addressed/resolved in Proposal | 0 Points |
| 5. Firm's Familiarity with Community Needs | <u>Maximum 5 Points</u> |
| A. Firm is thoroughly familiar with communities with similar population and characteristics to De Pere | 5 Points |
| B. Firm is somewhat familiar with communities with similar population and characteristics to De Pere | 3 Points |
| C. Firm is unfamiliar with communities with similar population and characteristics to De Pere | 0 Points |
| 6. Budget | <u>Maximum 5 Points</u> |
| A. Budget within City of De Pere's capacity as proposed | 5 Points |
| B. Budget slightly above City of De Pere's capacity as proposed; potentially feasible with modest adjustment | 3 Points |
| C. Budget not reasonably within City of De Pere's capacity as proposed; would require extensive adjustment to be feasible | 0 Points |

Request for Proposals for Grant Administration Professional Services
CDBG-Special Projects

7. Minority or Women Business Enterprise or Disadvantaged Business Enterprise firm*	<u>Maximum 5 Points</u>
A. Firm is MBE, WBE or DBE firm	5 Points
B. Firm is not MBE, WBE or DBE firm	0 Points
8. Small Business Firm	<u>Maximum 5 Points</u>
A. Firm is a small business	5 Points
B. Firm is not a small business	0 Points
Maximum Total Points:	100

Note to Responders of RFP:

Proposal submittals are to be organized to address the submittal specifications listed in the RFP and the evaluation criteria listed above.

**MBE/WBE/DBE Firms are Defined As Follows:*

- Minority Business Enterprise (MBE) – Business with at least 51% ownership and control held by minority person(s).
- Woman Business Enterprise (WBE) – Business with at least 51% ownership and control held by a woman or women.
- Disadvantaged Business Enterprise (DBE) – Small business with at least 51% ownership and control held by person(s) classified as “disadvantaged” individual(s) according to the Wisconsin Department of Transportation standards (<https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-program-brochure.pdf>)

Request for Proposals for Grant Administration Professional Services
CDBG-Special Projects

EXHIBIT V

Sample Consultant Agreement

Questions and Responses

CITY OF DE PERE MEMO



To: Potential Interested Parties

From: Daniel Lindstrom, Development Services Director

Date: February 9, 2022

RE: RFP Questions and Responses
Grant Administration for Affordable Housing Conversion

Additional Project Information:

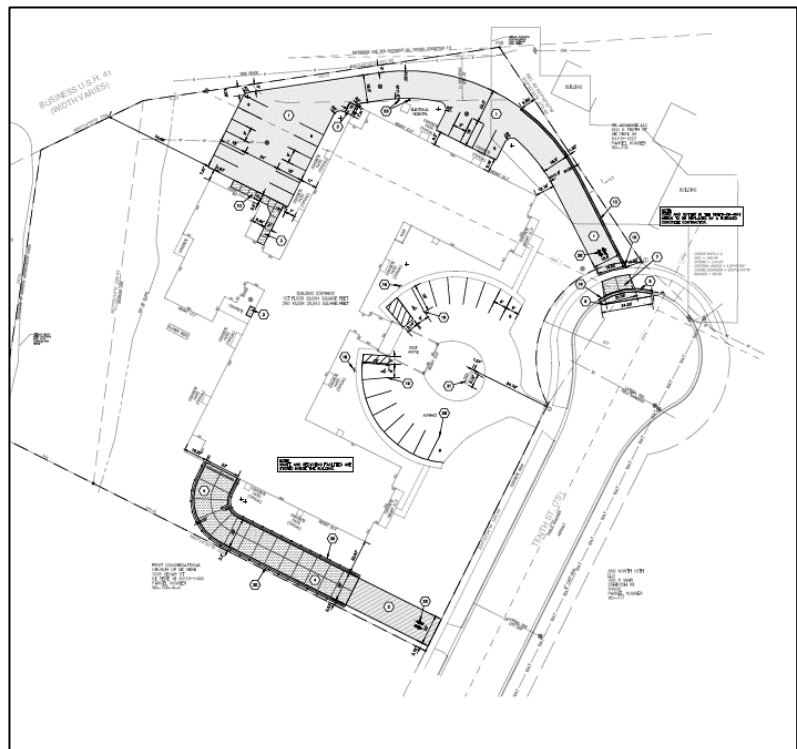
This project award is from the DOA for the specific purpose of providing additional affordable housing in the City of De Pere. The DOA used the special project fund to meet other aspects of the HUD priorities. The City of De Pere specifically sought funding through the Special Project program due to the special conditions of this project. This project is a national LMI objective for seniors. The City of De Pere is not eligible for CDBG funding due to the LMI percentage of the City. However, this special project for affordable senior housing is a critical issue for the community. While the City has not been able to use CDBG funds in previous years, identifying and utilizing government programs such as CDBG funds to improve aging housing stock, is one of our Comprehensive Plan Housing goals. This is a unique project and the city worked directly with the DOA and a single prospective developer to apply to the CDBG program. The city received notice of award in September 2021 and worked through the requirements to sign an agreement with the DOA on November 10, 2021. A copy of the agreement is attached to this memo. As an FYI – the developer is also renovating a second affordable housing conversion project in the City of Sturgeon Bay through an agreement with the DOA and Door County.

Developer: Oak Meadow De Pere, LLC
(Northpointe Development).

Labor Standards: The City of De Pere assigned an internal staff member as the temporary Labor Standards Officer and submitted the Record of Wage Decision for DOA review and approval.

Environmental Review: The Environmental Review report has since been submitted to the DOR.

Site Plan: See the image to the right.



QUESTIONS:

Question 1: Is the City working with a developer on this project?

ANSWER: See above.

Question 2: You listed in the Grant Administration Services Required, preparing, and submitting applicable Environmental Record documents for the CDBG Project. The Environment Review is a separate chapter in the CDBG Implementation Handbook, and this work is typically done by an environmental engineer. Is this engineering work complete or how will this work be completed? How much of the Environment Review process is expected to be done by the Grant Administrator?

ANSWER: See above. The city anticipated the Grant Administrator only submitting a report prepared by an environmental engineer; however, as noted above, the ER has been submitted to the DOA.

Question 3: You listed in the Grant Administration Services Required, completing compliance activities for CDBG Project federal labor standards as applicable. The Labor Standards chapter requirements involve contact bidding processes including advertising, Bacon Davis wages determination, and pre-construction activities, which are typically done by a civil or project engineer. Is this engineering work complete or how will this be completed? How much of the Labor Standards process is expected to be done by the Grant Administrator?

ANSWER: See above. The city worked with the developer to complete the necessary wage determination and submittal to the DOA. The city requests the selected consultant to review submitted materials and correspondence. Because this isn't a typical UGLG contracted project the DOA provide the City with some additional guidance. As the housing developer chose their contractors for the construction, typical procurement solicitation did not apply to the project. Davis Bacon does apply but they did not need to publish the request for bids nor are they subject to a public opening date.

QUESTION 4: Can you tell me if all costs associated with this project are considered eligible costs? Or will the Grant Administrator be working with the City of De Pere and CDBG to define any ineligible costs?

ANSWER: See the attached agreement with the DOA. Attachment B- Budget. This coincides with the grant application budget. Architect and Engineering were the only identified costs that were not eligible and may only be allocated as matching expenses.

QUESTION 5: The RFP states the Grant Administrator will be responsible for preparing CDBG Reporting Documents, including Single Audit Statements (Page 7 of RFP). Can you clarify this? I assume the Grant Administrator will prepare the Single Audit Statement with the assistance of the City notifying CDBG that a Single Audit Statement will be required (if \$750,000 of grant funds are expended in a single fiscal year). These notifications are due annually on January 15. However, will the city be hiring its own auditor to prepare the single audit to be submitted to the Federal Clearinghouse per Chapter 9 of the CDBG Implementation Manual? I want to be sure the Grant Administrator is not responsible for that task or expense that an auditor would normally handle.

ANSWER: The city will work with the Grant Administrator for the necessary audit requirements. The city will work with our auditors to assemble the necessary information but will then work with the Grand Administrator to submit the necessary paperwork. The city expects the entire project to be completed within the 2022 calendar year.

Question 6: Is this a CDBG Close-funded project?

ANSWER: No, the City of De Pere was a pre-January 1, 1992, award and is not subject to CDBG-CLOSE.

Question 7: Is there a grant agreement in place with the DOA and are there any activities in the Scope of Work in the agreement that the city has already completed?

ANSWER: See above for additional information and questions.

Question 8: Who is the Architect, Engineer, or Project Manager that will be handling the construction bids?

ANSWER: The project is being managed by NorthCentral Construction

Question XX: When is construction expected to begin?

ANSWER: Construction is slated to begin Feb/March 2022 and has a 9 to 10-month renovation schedule.

CDBG SP 21-02

**AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
AND
CITY OF DE PERE**

THIS SUBAWARD AGREEMENT is made and entered into for the period of **09/10/2021** through **03/01/2023** ("Performance Period"), by and between the Department of Administration ("Department"), State of Wisconsin ("State"), whose principal business address is 101 East Wilson Street, P.O. Box 7970, Madison, WI 53707-7970 and the City of De Pere ("Grantee"), whose service address is **335 S. Broadway Street, De Pere, WI 54115**.

WHEREAS, on behalf of the State, the Department administers the Community Development Block Grant Program ("Program"), to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **\$1,522,500** for eligible activities herein described ("Project"); and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the Department and contains the entire understanding between the parties;

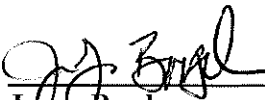
NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 41 and Attachment A – F which are annexed and made a part hereof.

Attachment A – Scope of Work
Attachment B – Budget
Attachment C - Source of Funds
Attachment D – Method of Payment
Attachment E – Reporting Requirements
Attachment F – Program Rules & Special Conditions

IN WITNESS WHEREOF, the Department and Grantee have executed this Agreement as of the date this Agreement is signed by the Department.

CITY OF DE PERE

BY:


James Boyd

TITLE: MayorDATE: 11/8/21

DUNS Number: 105745587

DEPARTMENT OF ADMINISTRATION
DIVISION OF ENERGY, HOUSING &
COMMUNITY RESOURCES

BY:


Chris Patton

TITLE: Deputy SecretaryDATE: 11/10/2021 | 9:43 AM CST

GENERAL TERMS AND CONDITIONS

ARTICLE 1. AGREEMENT ADMINISTRATION

The Department employee responsible for the administration of this Agreement shall be the **Division Administrator** or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be the **Mayor**, who shall represent the Grantee's interest regarding Agreement performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

The person(s) signing this Agreement on behalf of the Grantee certifies and attests that the Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Grantee, on whose behalf they are executing this document.

ARTICLE 2. CONDITIONS OF THE PARTIES' OBLIGATION

This Agreement is contingent upon authorization of Wisconsin and United States laws, and any material amendment to, or repeal of same affecting relevant authority of the State of Wisconsin in regard to Program shall serve to revise or terminate this Agreement, except as further agreed by the parties hereto. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.

The Grantee shall notify the Department in writing within ten (10) days of change in the Grantee's address. All notices, demands or requests under this Agreement shall be in writing.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all applicable federal and state laws, published circulars, ordinances, federal and state administrative regulations, guidance, and findings that are in effect during the Performance Period of this Agreement and which in any manner affect the Grantee's work or conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State it being understood that in such matters the Department acts as an agent and representative of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or sub recipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and sub recipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

Grantee assumes full responsibility and holds the Department harmless for any and all payments made or any other actions taken by the Department in reliance upon the above representation. Further, Grantee agrees to indemnify the Department against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense, including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

The eligible activities under this Agreement are summarized in the Attachments. In the event of a conflict between the summary in the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget. Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

ARTICLE 5. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, or sub recipients shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Department. The Department reserves the right to reject any sub recipient after notification. The Grantee shall provide the Department with a copy of any executed subcontract or accepted sub recipient bid for the purpose of administering this Agreement that relates to activities funded and exceeds the total grant amount in the Attachments. The Grantee shall be responsible for all matters involving any sub recipient engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a sub recipient. The State bears no responsibility for sub recipient compliance, performance, or dispute resolution hereunder.

ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Board, 212 East Washington Ave., Third Floor, Madison, WI 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 7. CONFLICT OF INTEREST

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

ARTICLE 8. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, Division of Enterprise Operations, P.O. Box 7857, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 9. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business, local business, woman-owned and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 10. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Agreement in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

Notwithstanding and in addition to the right to terminate the Agreement for cause described above, the Department may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the State. However, in the event that the project is ineligible for funding under applicable federal rules, the State shall have no liability to the grantee whatsoever.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

ARTICLE 11. FAILURE TO PERFORM

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 12. PUBLICATIONS AND SOFTWARE DEVELOPMENT

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) The following notation shall be carried on all articles, reports, publications, or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Division of Energy, Housing & Community Resources under the terms and conditions of this Agreement."

ARTICLE 13. AMENDMENT

Except as provided in this Article, this Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

Upon written request of the grantee and at the sole discretion of the Division, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total grant award amount shall not be exceeded. No other terms or conditions of the Agreement may be adjusted absent an Amendment, and all other terms and condition shall remain the same and in full effect if an adjustment is made.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 15. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 16. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 17. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

ARTICLE 18. STANDARDS OF PERFORMANCE

The Grantee shall perform the Project and activities as set forth in the application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 19. EXTRA WORK

If applicable, and if the Department desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement, such work shall be considered extra work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the Department and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the Department.

Any such continuance of service that would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Wisconsin Legislature or the receipt of funds from the federal government.

ARTICLE 20. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

FISCAL TERMS AND CONDITIONS**ARTICLE 21. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the federal government for the services covered under this Agreement.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds or receipt of funds from the federal government. The Department reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the Legislature or federal government.

ARTICLE 22. ALLOWABLE COSTS

The Omni Circular Subpart E shall be complied with by the Grantee with respect to specific items and their cost allowability.

ARTICLE 23. REIMBURSEMENT OF FUNDS

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the Department. The word "funds" as used in this Article does not include Program Income.

ARTICLE 25. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in the Attachments and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

The minimum acceptable financial records for the Project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the Project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to Project funds.

ARTICLE 26. METHOD OF PAYMENT

Payments are to be used exclusively for eligible costs incurred during the Performance Period of this Agreement. The Department shall make payment to the Grantee upon receipt of an invoice submitted to the following email or address:

DOADEHCRFiscal@wisconsin.gov

**Department of Administration
Division of Energy, Housing & Community Resources
Attn: Fiscal
P. O. Box 7970
Madison, WI 53707-7970**

Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement in the Attachments. Invoices shall reflect eligible costs incurred by approved Budget line item, as identified in the Attachments. Invoices shall be accompanied by written documentation of eligible costs.

Final Payment/Close-Out

Requests for final payment of any and all funds awarded by this Agreement shall be received by the Department by the end of the Performance Period or upon termination of this Agreement unless otherwise specifically provided for in the Attachments. The State of Wisconsin is not responsible for payment of any request received outside of the aforementioned time frame, unless a valid amendment of this contract is executed.

ARTICLE 27. LIMITATION ON COSTS

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed the total amount for eligible costs, as identified in the Attachments. Changes to this Agreement that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

ARTICLE 28. ELIGIBLE COSTS

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the Department.
2. Costs only as identified in the Budget, described in the Scope of Work, as included in the Attachments are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the Department.

ADMINISTRATIVE TERMS AND CONDITIONS**ARTICLE 29. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with the Omni Circular Subpart F, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

***NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.*

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

ARTICLE 30. RECORDS AND REPORTS

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

ARTICLE 31. BONDING AND INSURANCE

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

ARTICLE 32. EXAMINATION OF RECORDS

The Department, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

SPECIAL TERMS AND CONDITIONS**ARTICLE 33. COMPETITIVE PROCUREMENT PRACTICES**

The Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 34. REASONABLE COSTS

The Grantee shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 35. AUDITS

Grantee shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the Department and the Auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement, and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Definitions

"Confidential Information" means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's

DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

ARTICLE 37. LOBBYING

Program funds may not be used to influence federal contracting or financial transactions.

ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding the Grantee's applications for these funds been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding the Grantee's applications for these funds had one or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 39. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by the Attachments. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 40. PATENT INFRINGEMENT

If the Grantee is selling or providing for use articles to the State of Wisconsin, the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, the Grantee guarantees that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees to pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registrations and/or exhibit/booth space, if requested.

ATTACHMENT A

SCOPE OF WORK

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement shall take precedence.

1. Scope of Work:

Oak Meadows Senior Affordable Rental Units:

- CDBG funds will be used to convert an existing vacant building into 55 units of senior rental housing.
- 51% of the units will be reserved for households with incomes at or below 80% CMI and rents for these units will be at or below HUD's published Fair Market Rent determined by bedroom size.
- Affordability period will be no less than five years and will be secured by deed restriction and/or forgivable mortgage.

2. Time Table:

Due Date	Activity
Prior to Construction and Acquisition	• Execute Grant Agreement. • Establish record keeping system. • Establish financial management system. • Procure engineering and administrative services, if contracting with third-party firm(s) for these services. • Submit draft or executed grant administration contract to DEHCR CDBG Project Representative for review, if contracting with a third-party for grant administration. • Enter into the grant administration contract, if contracting with a third-party for grant administration. • Complete Environmental Report and obtain official approval from DEHCR Environmental Desk. Submit copy of approval from DEHCR Environmental Desk to DEHCR CDBG Project Representative. • Submit "Notice of Acquisition/Relocation to DEHCR" form (if applicable) • Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to project. • Obtain federal Davis-Bacon wage rates if federal labor standards are applicable to project. • Complete Record of Wage Decision Selection Form prior to bidding if federal labor standards are applicable to project; and submit to DEHCR CDBG Project Representative for review. • Prepare and solicit construction and/or demolition related bids, if applicable. • Check for wage decision updates prior to bid opening and inform potential bidders of updates if federal labor standards are applicable to project. • Submit Notice of Contractor Award form(s) for prime contract(s) awarded, if applicable. • Submit detailed bid tabulation summary to DEHCR CDBG Project Representative, if applicable.

	- Obtain all necessary permits. - Hold pre-construction meeting (pre-construction meeting is optional but strongly recommended). Submit meeting minutes/notes to DEHCR CDBG Project Representative, if a pre-construction meeting was held.
December 31, 2021	Begin Construction or Acquisition. Document and report progress and/or delays to DOA.
January 15, 2022	Submit Single Audit Statement for CY2021 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2022, whichever date is <i>earlier</i>).
March 25, 2022	Submit Semi-Annual CDBG Project Data Report for the period of October 1, 2021 through March 31, 2022 [reporting activities from September 10, 2021 through March 31, 2022], unless notified by DEHCR CDBG Project Representative of another submission date.
April 15, 2022	- Submit Semi-Annual Narrative Report and supporting documentation for the period of October 1, 2021 through March 31, 2022 [reporting activities from September 10, 2021 through March 31, 2022] . Reporting must follow the guidance provided in the CDBG Implementation Handbook. - Report Fair Housing Actions completed (in the Fair Housing section of the Semi-Annual Report Summary Narrative) and submit supporting documentation to DEHCR.
June 30, 2022	Conduct second Public Hearing to report project progress to, and receive input from, local community regarding the CDBG project.
September 25, 2022	Submit Semi-Annual CDBG Project Data Report for the period of April 1, 2022 through September 30, 2022, unless notified by DEHCR CDBG Project Representative of another submission date.
September 30, 2022	- Complete all Fair Housing Actions described in the attachments of the Grant Agreement. - Complete Single Audit and submit Single Audit Report for CY2021 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2022, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2021. Reporting must follow the guidance provided in the CDBG Implementation Handbook.
October 15, 2022	Submit Semi-Annual Narrative Report and supporting documentation to DEHCR CDBG Project Representative for the period of April 1, 2022 through September 30, 2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook.

	- Report Fair Housing Actions completed (in the Fair Housing Section of the Semi-Annual Summary Narrative Report) and submit supporting documentation to DEHCR CDBG Project Representative. - Report status of second Public Hearing completion (in the 2nd Citizen Participation Public Hearing section of the Semi-Annual Report Summary Narrative) and submit second Public Hearing meeting notice, attendance list, and minutes to DEHCR CDBG Project Representative.
December 31, 2022	- Complete all Construction. - End of Construction Period. <i>No construction expenses incurred after this date.</i>
January 15, 2023	Submit Single Audit Statement for CY2022 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2023, whichever date is <i>earlier</i>).
March 1, 2023	- Submit Final Payment Request and supporting documents. - All units must be leased up. - Submit Project Completion Report and supporting documents, including the Final Summary Narrative and supporting documents for the period of October 1, 2023 through March 1, 2023 (with Project Completion Report). Reporting must follow the guidance provided in the CDBG Implementation Handbook. - Submit Residential Housing Completion Report and supporting beneficiary documentation for the project. - Grantee shall maintain records to verify the project is meeting Low- and Moderate-Income (LMI) affordability requirements for at least five years. This documentation must be available upon request by the Department or the U.S. Department of Housing and Urban Development.
Within 60 Days of Receipt of Final CDBG Payment	Submit Financial Certification of Completion and supporting documents (as listed on the Financial Certification form).
September 30, 2023	Complete Single Audit and submit Single Audit Report for CY2022 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2023, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook.
January 15, 2024	Submit Single Audit Statement for CY2023 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2024, whichever date is <i>earlier</i>).
September 30, 2024	Complete Single Audit and submit Single Audit Report for CY2023 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2024, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2023. Reporting must follow the guidance provided in the CDBG Implementation Handbook.

ATTACHMENT B**BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement, shall take precedence.

Project	CDBG Award Assistance	CDBG Award Administration	Grantee Match Amount	Total
Oak Meadows Senior Living Facility Rental Project	\$1,500,000	\$22,500	\$8,429,848	\$9,952,348

Grantee Match:

No minimum match amount is required for the Grantee to be eligible for the total CDBG award.

Engineering/Architectural Costs:

No CDBG funds will be used for engineering/architectural costs. All engineering/architectural costs will be borne by the Grantee.

Administrative Costs:

Eligible administration costs for the purposes of this Agreement to be paid with CDBG funding shall not exceed the amount designated on the CDBG Payment Request Form. Any administration costs exceeding the designated amount shall be borne by the Grantee.

ATTACHMENT C**SOURCE OF FUNDS**

Program Name: The United States Government, through The Supportive Housing Program (SHP) is authorized by Title IV, Subtitle C, of the Stewart B. McKinney Homeless Assistance Act (McKinney Act), 42 U. S. C. 11381-11389. This Contract is governed by the statutes and regulations pertaining to the HUD Supportive Housing Grant Program at 24 CFR part 583 and any subsequent amendments or changes.

CFDA #: The CFDA Number for the CDBG Program is 14.228

Federal Award Identification Number (FAIN): B-21-DC-55-0001

Federal Award Date: 09/07/2021

Total Amount of the Federal Award: \$24,201,451

Amount of Federal Funds Obligated by this Award: (See budget amount)

Funding Source:

The funds awarded under this Contract have been encumbered by the federal Supportive Housing Grant Program and are subject to the continued availability of funding from the U. S. Department of Housing and Urban Development.

The contact information for the federal awarding official is:

Renee Ryles
Director, CPD

U.S. Department of Housing and Urban Development
Midwest Milwaukee Field Office
310 West Wisconsin Avenue, Suite 950
Milwaukee, WI 53203-2289

Phone: 202-402-4609
Fax: 414-935-6779

The contact information for the pass-thru agency official is:

Susan Brown, Division Administrator

Department of Administration
Division of Energy, Housing & Community Resources
101 E. Wilson Street
Madison, WI 53707

Phone: 608-266-2035
Susan.Brown@wisconsin.gov

ATTACHMENT D**METHOD OF PAYMENT****CDBG Funds:**

CDBG funds awarded through this Agreement shall be released upon submission of required reporting. Request for final payment of any and all funds awarded by this Agreement, including Project and administrative funds, must be received by the Department as set forth in the Time Table in the Attachments. If the cost of making payments to eligible CDBG Grantees under this and other outstanding CDBG Agreements exceeds the total amount appropriated by HUD, the Department, in its sole discretion, may:

1. Prorate and reduce the amount payable to the Grantee hereunder;
2. Terminate this Agreement under the Articles.

10% of the total grant award, up to a maximum of \$25,000, will be withheld from disbursement until the Grantee successfully completes the Project and submits Project Completion documentation. The Department must approve the Project Completion report for the Project to be considered complete.

Upon receipt by the Department of all CDBG program required working documents, Grantee may request CDBG funds.

The Department is not responsible for Grantee's disbursement of funds to contractors, sub-grantees and/or other creditors.

Project Funds:

Project funds will be disbursed pursuant to the Budget described in the Attachments. The Grantee is responsible for requesting all payments as described in Financial Management chapter of the Department's Program Implementation Handbook.

Administrative Funds:

CDBG administrative funds are to be disbursed pursuant to the Budget described in the Attachments and according to the procedures in the Department's Program Implementation Handbook.

Matching Funds:

The Grantee shall provide sufficient funds to ensure that the Grantee Match requirement is met, as established in the Budget for the work described in the Scope of Work in the Attachments. Costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement cannot be claimed as Grantee Match. It shall be considered an event of default if the Department determines the Grantee has not satisfied the Grantee Match funds requirement. The Department may require repayment in an amount determined by the Department in order to bring the Grantee into compliance with the Grantee Match requirement.

ATTACHMENT E**REPORTING REQUIREMENTS**

The Grantee agrees to follow the reporting procedures of the Department as specified in the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent revisions including but not limited to:

Reporting:

The Reporting shall be in the form as described in the Program Implementation Handbook.

Semi-Annual Report:

Semi-Annual Reports for the reporting periods of April 1st through September 30th and October 1st through March 31st shall be submitted during the Grant Agreement Performance Period and are due per the Grant Agreement Time Table in the Attachments.

Single Audit Report:

The Grantee shall submit a Single Audit Statement letter advising the Department of whether or not a Single Audit will be performed. The Single Audit Statement letter shall be submitted each calendar year during the Performance Period and until the Grant Agreement has been closed, and due per the Grant Agreement Time Table in the Attachments. If a Single Audit is required for a calendar year, then the Single Audit Report shall be submitted for the year, due per the Grant Agreement Time Table in the Attachments.

Section 3 Report:

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents and for low- or very-low income businesses in connection with projects and activities in their communities. The Semi-Annual Section 3 Report and Annual Section 3 Report are due per the Grant Agreement Time Table in the Attachments.

Labor Standards Report:

The U.S. Department of Labor (USDOL) requires federal agencies administering programs subject to Davis-Bacon and Related Act (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) to furnish a Semi-annual Labor Standards Enforcement Report, even if the number of hours worked for the reporting period are equal to zero. The report is due per the Grant Agreement Time Table in the Attachments.

Equal Opportunity Reports:

Two types of reports are required for equal opportunity reporting compliance:

- Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Report
- Fair Housing Report

The reports are due per the Grant Agreement Time Table in the Attachments.

RENTAL UNITS REPORTING

Owners of renter-occupied housing units rehabilitated or created under this program must annually verify that 51% of the units are rented to LMI households during the affordability period. LMI is defined as annual household income at or below 80% of the CMI. Owners must verify that the rent being charged for these units do not exceed the HUD published Fair Market Rent (FMR) for the area/county. Grantees are responsible for ensuring compliance and maintaining records for the entire affordability period.

Employee Self-Certification Report:

For CDBG projects that require job creation and/or retention by a Business, reporting of jobs created and/or retained by the Business is required. The Employee Self-Certification Report and supporting documents are due per the Grant Agreement Time Table in the Attachments.

Client Income Certification Report:

For CDBG projects that require client income certifications for clients receiving services, a Client Income Certification Report is required. The Client Income Certification Report and supporting documents are due per the Grant Agreement Time Table in the Attachments.

Project Completion Report:

Project Completion Report must be submitted no later than 60 days after the end of Construction Completion as defined in the Attachments of this Agreement. The report shall be in the format designated by the Department and include a summary of program performance compared to program goals for the total Performance Period and use of program income.

Additional Reports and Information:

The Department reserves the right to amend and require additional information or reports as needed.

ATTACHMENT F

PROGRAM RULES

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, and these Program Rules, these Program Rules shall take precedent.

The Grantee shall comply with the Program Rules as follows:

1. DEPARTMENT POLICIES AND PROCEDURES

The Grantee agrees to follow policies and procedures of the Department including but not limited to the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent amendments or changes.

The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG Program.

In the event of a conflict between Department policies and procedures and 24 CFR 570, the Department, in its discretion, shall determine which Department policies and procedures or parts of Department policies and procedures apply.

2. FAIR HOUSING

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

The Grantee will accomplish the following three Fair Housing activities, as specified in the Grantee's CDBG application and response to the pre-agreement letter, to further Fair Housing throughout the distribution area according to Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Enact, strengthen, or advertise a local fair housing law.
- Have the local governing body or chief elected official publicly endorse the principle of fair housing and of adherence to the fair housing law in the form of a proclamation, resolution, or similar publicized statement of importance.
- Display a fair housing poster or provide fair housing information at an appropriate public place.

These activities must be completed no later than the due date in the Grant Agreement Time Table in the Attachments. Failure to complete the activities will result in suspension of funds until the activities are completed.

3. AMENDMENT

The Grantee understands that the Department will not entertain a request for an Agreement amendment within 30 days of the end of this Agreement.

4. ADMINISTRATIVE STAFF

The Grantee shall maintain a staff sufficient to administer the CDBG activities. All records shall be kept at the Grantee's official location or at the office of the contract grant administrator during the period of the Agreement. However, at completion of the Project all records shall be in the possession of the Grantee and maintained at the Grantee's official location. All subcontracts for the administration of this Agreement must be submitted to the Department for review prior to execution.

5. MONITORING

The Grantee will be monitored at least once during the Performance Period of the Agreement. Grantees may be monitored on-site at the Grantee's office or the Grantee will be asked to submit their files to the Department for a desk monitoring session.

6. ENVIRONMENTAL PROTECTION

The Grantee's chief executive officer shall assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR 58. The Grantee and its chief executive officer hereby consent to the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities. The Grantee shall comply with the terms in the Environmental Review section of the Program Implementation Handbook.

7. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276a-5, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, and other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Program Implementation Handbook.

8. ACQUISITION/RELOCATION

The Grantee shall:

- Comply with Ch. 32, Wis. Stats., and related administrative rules issued by the Wisconsin Department of Administration.
- Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Wisconsin Department of Transportation Implementing Instructions related to 49 CFR Part 24.
- Refer to the Acquisition and Relocation section of the Program Implementation Handbook for further requirements.
- Develop and comply with the Residential Displacement and Relocation Plan certification pursuant to Section 104(d)(1) of the HCDA.
- Provide certification of protection of individuals to engage in non-violent civil rights demonstration pursuant to Section 104(1) of the HCDA.
- Provide all applicable certifications under Section 106(d)(7) of the HCDA.

9. ACQUISITION AND DISPOSITION OF PROPERTY AND EQUIPMENT

The Grantee shall comply with the Procurement Policy section of the Program Implementation Handbook and account for any tangible personal property acquired with CDBG funds. All proceeds derived from the disposition of real property acquired with CDBG funds shall be treated as Program Income as described within this Agreement.

10. LOBBYING

The Grantee shall comply with Section 319 of Public Law 101-102 and 24 CFR Part 87. The Grantee shall maintain a file containing signed copies of 24 CFR 87, Appendix A, 'Certification Regarding Lobbying', and 24 CFR 87, Appendix B, 'Disclosure of Lobbying Activities' for all contracts, if applicable.

11. RECORD KEEPING

The Grantee must maintain all documentation relative to the Project and program requirements specified in this Agreement, Implementation Handbook, Code of Federal Regulations, Wisconsin Statutes, and other pertinent requirements. In general, records are to be retained indefinitely until notified by the DOA that the records may be disposed of, unless there is litigation, claims, negotiations, or other actions involving the records, which started before the notification has been received from DOA. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or until receipt of DOA disposal notification, whichever is longer.

Representatives of the State of Wisconsin, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a sub recipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e)).

12. PROGRAM INCOME

Program Income means gross income received by the Grantee directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source. If at any time changes in the use of Program Income are considered, the Grantee shall submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee shall return the Program Income balance and any additional Program Income accrued to the State by January 31 of the following year.

13. FAILURE TO PERFORM

The Department shall require repayment for failure to perform, including, but not limited to, any failure to meet any HUD national objective.

Proposer

Katherine A. Westaby, AICP
Vierbicher
999 Fourier Drive, Suite 201
Madison, WI 53717
Phone: (608) 821-3975
kwes@vierbicher.com

Proposal to Provide Grant Administration Services for

City of De Pere

*Prepared For*

Daniel Lindstrom
Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 54415

Prepared By

Vierbicher
999 Fourier Drive, Suite 201
Madison, WI 53717

Phone: (608) 821-3975

Fax: (608) 821-3975

Contact Person

Katherine A. Westaby, AICP

Prepared on

February 11, 2022

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vierbicher
planners | engineers | advisors





999 Fourier Drive
Madison, WI 53717
(608) 826-0532 phone
(608) 826-0530 fax
www.vierbicher.com

February 11, 2022

Daniel Lindstrom, Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 54415

RE: City of De Pere Grant Administration RFP

Dear Mr. Lindstrom,

On behalf of the Vierbicher team, it is my pleasure to present this proposed scope of work for completing the Community Development Block Grant for Special Projects (CDBG-CL-SP 21-02) for the Affordable Housing Conversion Project in the City of De Pere. The \$1,500,000 award is intended to convert a vacant assisted living facility into affordable senior housing.

Our team completed the City of De Pere grant application for said project and thus our team is familiar with the City of De Pere. Throughout our proposal, you will find many reasons why the capabilities of our firm are a terrific match for the needs of the City of De Pere. Our expertise encompasses all of the requirements of this important project, including pre-construction conference facilitation, monitoring visits, and establishing and maintaining recordkeeping. It also includes completion of all necessary compliance reporting requirements required by the Department of Administration, as stated in the current CDBG Implementation Handbook, and the agreement between the State of Wisconsin and the City of De Pere. Our proposal focuses on working closely with City staff and related contractors to complete necessary reporting requirements.

We have provided grant administration services as part of our community and economic development services for over 30 years. Our planning and community development team has the experience and technical capability to meet your grant administration needs. We appreciate your time and consideration as you review our proposal to complete the CDBG-special grant administration services. We look forward to an opportunity to discuss this with you further. If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Melissa Hunt
Municipal Services Manager
Direct: (608) 821-3967
Fax: (608) 821-3967
E-mail: mhun@vierbicher.com

Katherine A. Westaby, AICP
Grant Administrator
Direct: (608) 821-3975
Fax: (608) 821-3975
E-mail: kwes@vierbicher.com



Scope Statement

I. SCOPE OF PROJECT

The City of De Pere has received a CDBG commitment of \$1,500,000 for the Affordable Housing Conversion Project in the City. No CDBG funding will be utilized for the payment of engineering. However, funding is available for grant administration.

II. SCOPE OF SERVICES

A. General

Vierbicher Associates, Inc. (Consultant) shall provide CDBG grant administration services to City of De Pere (Client) for the above project.

B. Specific Services Provided by Consultant

1. Assist the Client with negotiations with the Wisconsin Department of Administration (DOA) for the development of the CDBG contract and contract amendments.
2. Attend the following meetings during the implementation of the project:
 - Pre-construction Meeting
 - One public hearing during the implementation of the project(virtual),
 - CDBG monitoring visit (virtual meeting).
3. Establish and maintain recordkeeping and file system as required by the CDBG program.
4. Liaise with the Department of Administration related to the grant administration of the Project.
5. Act as the Federal Labor Standards officer for the project. Duties shall include:
 - Obtaining Federal Wage Rates;
 - Assembling Federal Labor Standards documents for the bidding specifications;
 - Monitor wage determination changes and issue new wage decisions as needed during project bidding;
 - Complete and submit semi-annual labor standards compliance reports;
 - Monitor contractor payroll reports for compliance with Davis-Bacon requirements, and coordinate resolution of any compliance issues;
 - Interview contractor employees as required by Davis-Bacon Act.
6. Establish and maintain financial management journals as required by the CDBG program. Assist the Client with setting up the grant account to receive CDBG disbursements. Prepare and process drawdown requests for CDBG funds.
7. Complete and submit semi-annual reports as outlined in the CDBG Contract.
8. Assist with Equal Opportunity compliance as required by the CDBG



program.

9. Assist with Fair Housing Actions required by the CDBG program.
10. Complete closeout reports and coordinate closeout of the CDBG Grant at the completion of the project.

C. Services Not Provided as Part of This Contract

Environmental assessments, archaeological investigations, historical investigations, wetland delineations, acquisition & relocation services, architectural & engineering services, and other detailed studies or investigations, unless specifically identified above, are not included as part of this work. Inspection or testing for hazardous materials such as asbestos, mold, lead paint, or PCBs are also not included.

Complete the Environmental Review Record in accordance with the CDBG Implementation Manual.

Review and process contractor pay requests and payment of invoices.

D. Additional Services

The Scope of Services for this contract is intended to cover services normally required for the administration of a standard CDBG contract. However, occasionally events occur beyond the control of the Consultant or the Client, which require services beyond those required for a standard contract.

The Consultant and/or Client shall promptly, and in a timely manner, bring to the attention of the other, the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. If a change in the Scope of Services, Schedule, or Fees is agreed to, it shall be initiated by written authorization of both parties.

III. CLIENT'S RESPONSIBILITY

- A. Maintenance of files, including filing of documents in appropriate file folders.
- B. Set-up and maintain a Bank account to receive CDBG funds.
- C. Disburse CDBG and other funds to pay project costs.
- D. Single audit as required by federal law.
- E. Services of the City attorney.
- F. Environmental Review and Land Acquisition.
- G. Miscellaneous expenses incurred by the Client related to the implementation of the CDBG Program. These expenses may include personnel training, travel, postage, office supplies, telephone, newspaper publication costs, and copies.

IV. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

In connection with the performance of work under contract, Consultant agrees to comply with the following:



Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Urban Development Act of 1974, as amended, which provided that no person shall be excluded from participation (including employment), denied benefits or subjected to discrimination on the basis of race, color, national origin, or sex, under any program or activity, funded in whole or in part under Title I (Community Development) of the Act.

Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

Executive Order 11246, as amended, which provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally-assisted construction contracts in excess of \$2,000.

Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

V. SCHEDULE

The proposed CDBG Program will begin upon award of the contract. Our administration of this contract will be consistent with the project timetable and the grant contract between the Client and the DOA.

VI. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant respectively shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision is the responsibility of Melissa Hunt, Principal-In-Charge. Katherine Westaby shall serve as Grant Administrator and be the direct contact for day-to-day activities. Please direct all communications that have a substantive impact on the project to Katherine.

WORK PLAN

The suggested work plan provides an overview on the mechanisms in place to coordinate the work effort with the City and Developer. The work plan includes holding a kick-off meeting with the City and with Developer, weekly/bi-weekly checkins, coordination with Prime Contractor, quarterly and annual reporting email notifications and coordination, and communication with DEHCR representative.

This kick-off meeting will go over the Grant Timeline to establish initial deadlines, and drawdown request requirements. As we go through the process, there will be questions or issues that arise that will be addressed either through emails, phone calls, or teleconference meetings. As the grant administrator, Katherine will manage all communications with DEHCR representative in regards to the grant administration.



Description of Firm



Vision to Reality

Vierbicher is a community planning and civil engineering firm that has become a proven partner for thriving Wisconsin communities and developers. Our extensive experience working with both public and private clients has earned us the reputation as a trusted advisor and a firm that brings vision to reality.

Clients choose Vierbicher because we get projects done. While our core service is civil engineering, our extensive due diligence, market-based approach and public funding expertise have made us an industry leader with unmatched success rates.

In addition, our wide range of work with both public and private clients has uniquely positioned us to bring added value by connecting developers to community projects.

We pride ourselves on long-term client relationships, many spanning decades. Our multi-disciplined team of experts works collaboratively and efficiently from concept to completion to accomplish client goals on time and on budget.

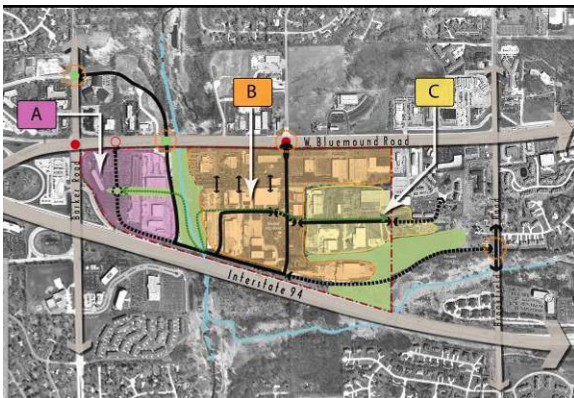


INTEGRATED SERVICES

- Planning & Community Development
- Economic Development
- Urban Design & Landscape Architecture
- Grant Writing & TIF
- Municipal Engineering
- Civil Engineering
- Surveying & GIS
- Water Resources Engineering



Experience with the CDBG Program



General Grant Funding Experience

Vierbicher has a long history of assisting client's to obtain grant funding. We have assisted our clients to obtain nearly \$100 million in grant funds. Our grant application success rate is over 85%. We also provide grant administration for a majority of the grant projects. Following is a summary of grant awards:

- 13 CDBG Planning Grants
- 34 CDBG Economic Development Grants
- 66 CDBG Public Facilities & EAP Grants
- 17 CDBG Public Facilities for Economic Dev. Grants
- 21 CDBG Housing Grants
- 23 WDOT Transp. Economic Assistance (TEA) Grants
- 5 WDOT Transportation Enhancement Grants
- 5 Economic Development Administration
- 21 Rural Development Grants and/or Loans
- 13 DNR CWF and SDWL Loans
- 57 DNR Park and Lake Grants
- 15 DNR Stormwater Management Grants
- Numerous Miscellaneous Grants
-

CDBG Program Experience

Vierbicher has assisted communities to obtain 152 CDBG grants totaling over \$55 Million. Following is a representative list of CDBG grants. Our experience related to CDBG grant programs include grant writing, grant administration, engineering design and construction phase services.

Representative CDBG Program Experience

Vierbicher has provided grant administration and project delivery services for the following building projects funded by CDBG programs:

- Viroqua - Library
- Richland Center - Sewer & Water Replacement
- Richland Center - WWTP
- Reedsburg - Storm Sewer Interceptor
- Linden - Well & Water Mains
- Richland Center - Sewer & Water Replacement
- Viroqua - Sewer & Water Replacement
- Gays Mills - Infrastructure
- Gays Mills - Library & Community Center
- Reedsburg - Park Place Apartments
- Reedsburg - Second Street Commercial
- Elroy - Electric Powerhouse Flood Proofing
- Marshfield - Tower Hall Rehab Conversion
- Loganville - Water Main Replacement
- Wonewoc - Sewer & Water Replacement
- Orfordville - Sewer & Water Replacement
- Edgar - Business Park Expansion
- Calumet County - Microenterprise Grants



Featured CDBG Projects



VIROQUA, WI, NEW PUBLIC LIBRARY

Project included construction of a new 18,000 sf public library in the City's downtown. The total project cost was \$4,089,728. The City received a \$500,000 CDBG PF grant for the project. Vierbicher provided grant administration services for the project. The project was successfully completed.



REEDSBURG, WI, FLOOD RECOVERY & MITIGATION

After the 2008 flood, the City of Reedsburg implemented a flood recovery and mitigation project including storm sewer construction, expansion of the industrial park, and redevelopment projects to the downtown. The City obtained \$5,735,000 of CDBG and EAP grant funds for the projects. Vierbicher provided grant writing, grant administration, engineering and surveying services for the projects. The projects were successfully completed.



DODGEVILLE, WI, SPRING STREET RECONSTRUCTION

Project included reconstruction of portions of Spring Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,908,982. The City obtained a \$1,000,000 CDBG PF grant for the project. Vierbicher is providing grant administration, engineering and surveying service for the project.



RICHLAND CENTER, WI, WESTSIDE DRIVE ST & UTILITY RECONSTRUCTION

Project included reconstruction of portions of Westside Drive, Miner Court and West 2nd Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,721,569. The sources of funds included a \$500,000 CDBG PF grant, \$191,558 USDA Rural Development Grant, \$509,000 USDA Rural Development Loan and \$521,016 of matching funds. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project was successfully completed.

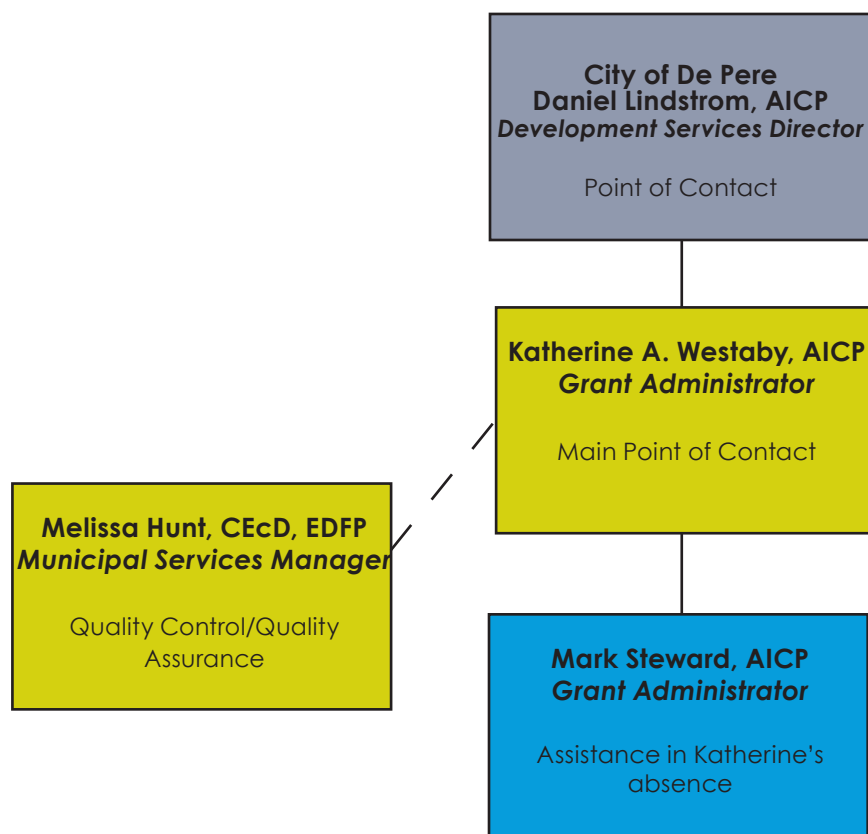


References

Location:	Dodgeville, City of
Project:	CDBG-Public Facilities—Spring Street Reconstruction
Grant Amount:	\$1,000,000
Contact:	Greg Lee, Director of Public Works publicworks@ci.dodgeville.wi.us 608-930-1011
Address:	100 E. Fountain Street Dodgeville, WI 53533
Location:	Viroqua, City of
Project:	CDBG-Public Facilities—West Side Drive
Grant Amount:	\$500,000
Contact:	Lori Polhamus, Clerk lpolhamus@viroqua-wisconsin.com 608-637-7154 ext 11
Address:	202 N. Main Street, Viroqua, WI 54665
Location:	Calumet County
Project:	CDBG-Coronavirus Microenterprise Grants
Grant Amount:	\$881,400.00
Contact:	Mary Kohrell, Community Economic Development Director Mary.Kohrell@calumetcounty.org 920-849-1680
Address:	206 Court St Chilton, WI 53014



Project Team



This project team has been selected specifically for the City of De Pere Grant Administration. The team offers strong expertise in CDBG grant administration and writing, and working with the Department of Administration. Staff resumes are located on the following pages.



COMMUNITY DEVELOPMENT CONSULTANT

Katherine Westaby, AICP



EDUCATION

Master of Community
Planning (2013)
University of Cincinnati -
Cincinnati, Ohio

BA in Geography (2011)
Miami University - Oxford, Ohio

PROFESSIONAL EXPERIENCE

Vierbicher
Community Development
Consultant (2016-2018, 2019)

City of Platteville
Planner/Community Development
Specialist (2018)

Southwestern Wisconsin Regional
Planning Commission
Planner/GIS Specialist (2014-2016)

Mt Auburn Chamber of
Commerce
- Cincinnati, Ohio
Urban Planning Assistant (2013)

Chicago Mayor's Office,
Chicago, Illinois
Graduate Fellow (Summer 2012)

Cincinnati Area Geographic
Information Systems (CAGIS) -
Cincinnati, Ohio
Graduate Assistant (2011-2012)

PROFESSIONAL AFFILIATIONS

American Institute of Certified
Planners

Wisconsin Downtown Action
Council, President

International Downtown
Association

BACKGROUND & ROLE

With a decade of successful experience in community planning and managing projects, Katherine specializes in connecting plans to community vision through public engagement, utilizing maps to assist with decision making and creating policies. Katherine has extensive experience with GIS mapping, Comprehensive Plans, Comprehensive Outdoor Recreation Plans, Housing Studies, grant applications and grant administration. Additionally, Katherine served as an alderperson for her local community. As the Wisconsin Downtown Action Council board President and past local Main Street Vice-President, Katherine is a strong believer that our downtown's and main streets are the heart of our communities.

RECENT PROJECT EXPERIENCE

Planning & Community Development

- Redevelopment Area No. 2 Project Plan, City of Monroe, WI
- Central Main Street Corridor Redevelopment Plan, Sun Prairie, WI
- Historic Water Tower Area Plan, City of Schofield, WI
- Downtown Master Plan, City of Shawano, WI
- City Planner, Historic Preservation Planner, and Zoning Administration, City of Platteville, WI*

Comprehensive Planning

- City of Algoma
- Village of Harrison
- City of Mauston
- Town of Verona, WI
- Town of New Glarus, WI

Public Funding

- Public Facility Needs Assessment and Impact Fee Study, Town of Germantown, (Juneau County), WI
- Spring Street Reconstruction, CDBG Administration, City of Dodgeville, WI
- Rusk Avenue Street Reconstruction, CDBG Administration, City of Viroqua, WI
- West Side Drive Reconstruction, CDBG Administration, City of Richland Center, WI
- TID No. 8 Creation, City of Brodhead
- Oak Meadows Senior Housing Project, CDBG Special Project Application, City of De Pere
- Village of Lone Rock Park, CDBG CLOSE Grant Application & Administration, Richland County
- Richland Center Auditorium Accessibility Project, CDBG CLOSE Grant Application & Administration, Richland County
- Calumet County, CDBG CV Microenterprise Grant, Grant Administration

Housing

- Housing Study and Needs Assessment, City of Monroe, WI
- Housing Market Analysis, City of Nekoosa, WI
- Housing Market Analysis, Village of Marathon City, WI
- Housing Study and Needs Analysis, Sauk County Development Corporation, Sauk County, WI
- Housing Study and Needs Analysis, Waukesha, WI

Parks & Recreation

- Comprehensive Outdoor Recreation Plan, Town of New Glarus, WI
- Park Impact Fee Assessment & Park Planning Assistance, City of Reedsburg, WI
- Park Facilities Needs Assessment, Town of Lisbon, WI

*Completed outside of employment at Vierbicher



SENIOR COMMUNITY DEVELOPMENT CONSULTANT

Mark Steward, AICP



BACKGROUND & ROLE

With over 20 years of experience in Planning & Zoning and as a Municipal Administrator, Mark has developed a wide range of skills in both the public and private sectors. Mark's expertise is in economic development, grant writing, administration, writing and interpreting ordinances, codes and laws, polices, and administering and enforcing zoning. He is also a master with budgeting financials and project management.

RECENT PROJECT EXPERIENCE

Planning & Zoning

- Sauk County Comprehensive Plan
- Highway 12 Corridor Study, Sauk Co.
- Elroy Downtown Revitalization Plan
- Elroy Zoning Code Update
- Sauk County Zoning Ordinance Update
- Rusk County Zoning Ordinance Rewrite

Community Development

- Development Agreements
- Memorandums of Understanding
- Business Recruitment & Retention
- Blight Remediation

Public Funding Services

- Capital Improvements Planning
- Funding Research & Analysis
- Grant & Loan Applications
- Grant & Loan Administration
- Tax Incremental Financing
- Low to Moderate Income Surveys
- FEMA Firefighter Grants

Floodplain Management & Floodplain Mitigation

- CDBG-EAP Grant Application & Administration, Elroy
- WDNR Municipal Flood Control Grant, Elroy
- Powerhouse Flood Mitigation Project, Elroy
- FEMA Flood Buyout Application & Administration
- Sauk Co. Floodplain Ordinance
- Rusk Co. Floodplain Ordinance
- Elroy Floodplain Ordinance
- Viola Economic Recovery Plan
- La Farge Economic Recovery Plan

Flood Recovery & Mitigation Experience

- Village of Rock Springs Municipal Buildings
- Village of Viola Resettlement Project
- Village of Rock Springs Resettlement Project
- Village of LaFarge Substation Relocation Project

EDUCATION

Bachelor of Science Degree
(1994)
University of Minnesota,
Minneapolis, MN

PROFESSIONAL EXPERIENCE

Vierbicher
Senior Community
Development Consultant (2020)

Kalahari Development
Facilities Director (2017-2020)

City of Elroy
City Administrator (2011-2017)

Sauk County
Planning and Zoning Director
(2007-2011)

Rusk County
Zoning Administrator (2003-
2007)

Ayres Associates
Project Manager (1999-2003)

PROFESSIONAL AFFILIATIONS

American Institute of Certified
Planners (AICP)

American Planning Association
- Wisconsin Chapter

Wisconsin City/County
Management Association



MUNICIPAL SERVICES MANAGER

Melissa Hunt, CEcD, EDFP



EDUCATION

B.S. Urban and Regional Studies
The University of Wisconsin –
Oshkosh

PROFESSIONAL EXPERIENCE

Vierbicher
Municipal Services Manager
(2020)

Wisconsin Economic Development
Corporation
Regional Economic Development
Director (2012)

Fond du Lac County Economic
Development Corporation
Community Development
Specialist (2009)

Oshkosh Area Economic
Development Corporation/
Oshkosh Chamber of Commerce
Economic Development Manager
(2004)

PROFESSIONAL CERTIFICATIONS

Certified Economic Developer
(CEcD)

Economic Development Finance
Professional (EDFP)

PROFESSIONAL AFFILIATIONS

Out Professional Engagement
Network (OPEN)
Wisconsin Women in Government
International Economic
Development Council
Wisconsin Economic
Development Association

BACKGROUND & ROLE

Melissa has over 15 years of experience assisting communities with developing and implementing effective economic development strategies. She works cooperatively with regional and state organizations, community leaders, business owners and key stakeholders to successfully lead and support opportunities for growth and development. Melissa also has the expertise to assist with business growth and retention, which leads to job creation and increased tax base. She has helped Wisconsin communities access grant dollars to implement projects of various scales and worked to ensure job creation and attract new business.

Melissa is on the University of Wisconsin Oshkosh Alumni Board and regularly participates in activities for the University. She also regularly attends conferences and has been invited to engage in community discussions throughout Wisconsin.

PUBLIC FUNDING EXPERIENCE

- Funding Research & Analysis
- Grant & Subsidized Loan Applications
- Grant & Loan Administration
- Tax Incremental Financing
- Redevelopment Development Authorities
- Community Development Authority

RECENT PROJECT EXPERIENCE

ECONOMIC DEVELOPMENT STRATEGIES

- Community and Economic Development Services, Mayville, WI
- Tax Incremental Financing (TIF), Dodgeville, WI
- Tax Incremental Financing (TIF), Rock Springs, WI
- Economic Development and TID Assistance, Green Lake, WI

HOUSING

- Mayville Housing and Economic Development Strategy

COMMUNITY DEVELOPMENT

- Comprehensive Plan Update, Fox Point, WI

PAST PROJECT EXPERIENCE

TOURISM & EVENTS

- Leach Amphitheater - Waterfest Oshkosh*
- Live at Lunch - Downtown Oshkosh

COMMUNITY DEVELOPMENT

- Village of North Fond du Lac Community Development Specialist*
- City of Ripon Community Development Specialist*
- City of Waupun Community Development Specialist*
- City of Waupun Community Development Authority (CDA)*
- Fond du Lac County, Fond du Lac, WI
- City of Oshkosh Business Improvement District (BID)*

*Completed outside of employment at Vierbicher.



Project Budget

TOTAL ESTIMATED FEE

\$17,500

VIERBICHER ESTIMATED HOURS

KATHERINE WESTABY \$132.50 per hour **124**

Point of Contact,
Grant Administrator duties (coordination, reporting, labor standards)

MARK STEWARD **0**

Only as needed. Hours are calculated within Katherine's hours

MELISSA HUNT \$160.00 per hour **6**

Quality Control/Quality Assurance



999 Fourier Drive
Madison, WI 53717
(608) 826-0532 phone
(608) 826-0530 fax
www.vierbicher.com

February 11, 2022

Daniel Lindstrom, Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 54415

Re: Contract to Provide Professional Consulting Services
CDBG Special(SP) Grant Administration

Dear Mr. Lindstrom:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide grant administration services for City of De Pere (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The City of De Pere has received a CDBG commitment of \$1,500,000 for the Affordable Housing Conversion Project in the City. No CDBG funding will be utilized for the payment of engineering. However, funding is available for grant administration.

II. SCOPE OF SERVICES

A. General

Consultant shall work with Client to provide CDBG SP Grant administration services for the above project.

B. Specific Services Provided by Consultant

1. Assist the Client with negotiations with the Wisconsin Department of Administration (DOA) for CDBG contract amendments.
2. Attend the following meetings during the implementation of the project:
 - a) Pre-construction meeting
 - b) One public hearing is required by the CDBG program.
 - c) CDBG monitoring visit.
3. Establish and maintain record keeping and file system as required by the CDBG program.
4. Liaise with the DOA related to the grant administration of the project.

5. Act as the Federal Labor Standards officer for the project. Duties shall include:
 - Obtaining Federal Wage Rates;
 - Assembling Federal Labor Standards documents for the bidding specifications;
 - Monitor wage determination changes and issue new wage decisions as needed during project bidding;
 - Complete and submit semi-annual labor standards compliance reports;
 - Monitor contractor payroll reports for compliance with Davis-Bacon requirements, and coordinate resolution of any compliance issues; and
 - Interview contractor employees as required by Davis-Bacon Act.
6. Establish and maintain financial management journals as required by the CDBG program. Assist the Client with setting up the grant account to receive CDBG disbursements. Prepare and process drawdown requests for CDBG funds.
7. Complete and submit semi-annual reports as outlined in the CDBG Contract.
8. Assist with Equal Opportunity compliance as required by the CDBG program.
9. Assist with Fair Housing Actions required by the CDBG program.
10. Complete closeout reports and coordinate closeout of the CDBG Grant at the completion of the project.

C. Additional Services if Requested by Client

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that creates a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this agreement: engineering, surveying, auditing, and disbursement of funds.

- A. Environmental Assessments, archaeological investigations, historical investigations, wetland delineations, acquisition & relocation services, architectural & engineering services, and other detailed studies or investigations, unless specifically identified above,

- are not included as part of this work. Inspection or testing for hazardous materials such as asbestos, mold, lead paint, or PCBs are also not included.
- B. Complete the Environmental Review Record in accordance with the CDBG Implementation Manual.
 - C. Review and process contractor pay requests and payment of invoices.

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Provide copies of existing documents related to the CDBG grant and proposed project.
- B. Maintenance of files, including the filing of documents in appropriate file folders.
- C. Set up and maintain a Bank account to receive CDBG funds.
- D. Disburse CDBG and other funds to pay for project costs.
- E. Single Audit as required by federal law.
- F. Services of the City attorney.
- G. Miscellaneous expenses incurred by the Client related to the implementation of the CDBG Program. These expenses may include personnel training, travel, postage, office supplies, telephone, newspaper publication costs, and copies.

V. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

In connection with the performance of work under contract, Consultant agrees to comply with: **Title VI of the Civil Rights Act of 1964 (P.L. 88-352)**, which provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Urban Development Act of 1974, as amended, which provided that no person shall be excluded from participation (including employment), denied benefits, or subjected to discrimination on the basis of race, color, national origin, or sex, under any program or activity, funded in whole or in part under Title I (Community Development) of the Act.

Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

Age Discrimination Act of 1975, as amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin in any place of employment during the performance of federally-assisted construction contracts in excess of \$2,000.

Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project,

be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

VI. SCHEDULE

The Grant Administration for this project will be completed during 2022-2023. Our administration of this contract will be consistent with the project timetable and the grant contract between the client and the DOA.

VII. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Financial Journals & CDBG Disbursement Requests,
- B. Equal Opportunity Reports and Documentation,
- C. Federal Labor Standards Reports and Documentation,
- D. CDBG Files,
- E. Quarterly Reports and Close-out Reports.

VIII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Katherine Westaby Project Leader. She, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Katherine.

The Client designates Daniel Lindstrom as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

IX. FEES

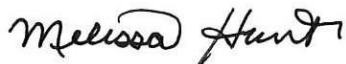
The fixed fee to provide the above-described scope of services is \$17,500.

X. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 11-6-18 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Melissa M. Hunt
Department Manager

Enclosure: General Terms and Conditions

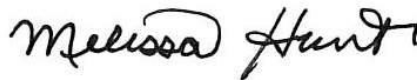
AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Consultant

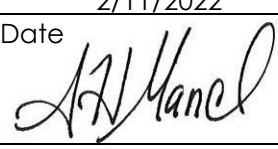
James Boyd, Mayor
City of De Pere
335 S Broadway
De Pere, WI 54115


Melissa M. Hunt, Department Manager
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, WI 53717

Date

2/11/2022
Date

Witness,


Witness

© 2022 Vierbicher Associates, Inc.

Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

**Grant Administration for Affordable Housing Conversion Project Located at
525 N TENTH ST (SP 21-02)**

City of De Pere, WI

Do you have family or business ties to any of the people listed below?

Yes ☒

No ☐

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

ELECTED OFFICIALS:

- ☐ James Boyd, Mayor
- ☐ Amy Chandik Kunding, Alderperson
- ☐ Shana Defnet Ledvina, Alderperson
- ☐ Jonathon Hansen, Alderperson
- ☐ Kelly Ruh, Alderperson
- ☐ Dean Raasch, Alderperson
- ☐ Mike Eserkaln, Alderperson
- ☐ John Quigley, Alderperson
- ☐ Dan Carpenter, Alderperson

CITY ADMINISTRATION, DEPARTMENT HEADS AND/OR LEGAL COUNSEL:

- ☐ Lawrence Delo, Administrator
- ☐ Judith Schmidt-Lehman, City Attorney
- ☒ Daniel J. Lindstrom, Development Services Director
- ☐ Joseph Zegers, Finance Director/Treasurer

ENGINEERING AND CONSULTING FIRM(S):

☐ N/A

Dan Lindstrom is a former employee and shareholder of Vierbicher. When

Description of Relationship(s): Dan resigned from Vierbicher we gave Dan a promissory note which detailed detailed monthly payments from Vierbicher to Dan to buy out his stock consistent with our corporate Shareholder Agreement. We are currently making payments to Dan per the promissory note.

Please Note: The name of any contractor with a potential conflict of interest will be disclosed at the De Pere City Council meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).

Rodney J. Zubella, PE

Printed Name of Individual

President/CEO

Title

Rodney J. Zubella
Signature

Vierbicher Associates, Inc.

Name of Business/Firm/Company

2/8/2022

Date Signed [MM/DD/YYYY]

24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

Code of Federal Regulations Title 24 570.489(h) Program administrative requirements

(h) Conflict of interest:

(1) Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.

(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.

(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.

(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

STATE OF WISCONSIN CDBG IMPLEMENTATION HANDBOOK: ATTACHMENT 3-C:
24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE

(ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.

(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;

(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

Division of Energy, Housing and Community Resources

Lobbying Certification

GRANTEE/UGLG NAME: City of De Pere
 DEHCR GRANT AGREEMENT #: CDBG SP 21-02

LOBBYING CERTIFICATION

FROM THE

☐ Municipality/UGLG: _____
☒ Contractor/Sub-Contractor
☐ Other: _____

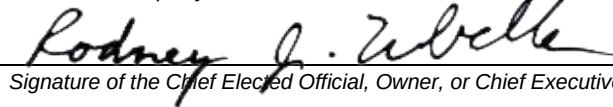
The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vierbicher Associates, Inc.

Name of Municipality/UGLG/Business/Firm



Signature of the Chief Elected Official, Owner, or Chief Executive Officer

President/CEO

Title

2/8/2022

Date Signed

Rodney J. Zubella, PE

Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Exhibit B

1.13.d

Approved

Page 24 of 27

0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SECTION 3 CONTRACT REQUIREMENTS [24 CFR 75]

(24 CFR 75 is applicable to HUD-funded projects awarded ON or AFTER to November 30, 2020)

Insertion in all contracts and sub-contracts funded with Community Development Block Grant (CDBG) dollars**:

1. **Section 3 of the Housing and Urban Development Act of 1968:** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. **Contractor Certification of Compliance:** The parties to this contract agree to comply with HUD's regulations in [24 CFR 75](#), which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the [24 CFR 75](#) regulations.
3. **Contract Language Requirement:** The contractor agrees to include this *Section 3 Contract Requirements* clause in every sub-contract subject to compliance with regulations in [24 CFR 75](#), and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this *Section 3 Contract Requirements* clause, upon a finding that the sub-contractor is in violation of the regulations in [24 CFR 75](#). The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in [24 CFR 75](#).
4. **Contracting Requirements:** To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee *and* contractors and sub-contractors for the CDBG project shall ensure contracts and sub-contracts for work awarded in connection with the project are awarded to business concerns that provide economic opportunities to Section 3 Workers; and where feasible in the following order of priority: (1) Section 3 Business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the HUD funded assistance is provided/in which the HUD funded/CDBG project is occurring; and (2) YouthBuild programs.
5. **Employment and Training Requirements:** To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee *and* contractors and sub-contractors for the CDBG project shall ensure employment and training opportunities generated in connection with the project are filled by Section 3 Workers; and where feasible, in the following order of priority: (1) low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the CDBG assistance is expended (i.e., in which the CDBG project is occurring); and (2) participants in YouthBuild programs.
6. **Section 3 Definitions [24 CFR 75]:** Definitions for Section 3 terms per [24 CFR 75](#) are as follows:
Section 3 Worker: An employee who currently fits (if hired more than five (5) years before starting work on the CDBG project), or fit at the time of hire (if hired within five (5) years of starting work on the CDBG project), at least one (1) of the following categories: (1) is employed by a Section 3 Business concern; or (2) is a low- or very low-income resident (i.e., a local person living within the Section 3 service area as defined in 24 CFR 75.5, with an *individual* annualized income at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently as of date of starting work on the project (if hired more than five (5) years before starting work on the CDBG project) that was/is at or below the low-income (80%) threshold established by HUD for a Family of 1 for the county in which the person lives) [Note: The HUD income threshold must be from the [HUD Income Limits for the CDBG program](#) that are in effect at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently in effect as of the date the worker started work on the CDBG project (if hired more than five (5) years prior to starting work on the CDBG project). The HUD Income Limits are updated annually, typically in March or April.]; or (3) is a YouthBuild participant.
Targeted Section 3 Worker: An employee who is employed by a Section 3 Business concern; or who currently fits (or when hired fit) at least one (1) of the following categories as documented within the past five (5) years: (1) lives/lived within the Section 3 service area or the neighborhood of the CDBG project as defined in 24 CFR 75.5; or (2) is a YouthBuild participant.
Section 3 Business concern: A business that fits at least one (1) of the following categories: (1) 51% or more owned by low- or very low-income persons; or (2) 75% or more of the labor hours are performed by low- or very low-income persons; or (3) 51% or more owned by current residents of public housing or Section 8-assisted housing.
Section 3 Service Area: An area within one (1) mile of the CDBG project's location (i.e., street address); or an area within a circle centered around the CDBG project site that encompasses 5,000 people [if less than 5,000 people live within a one (1) mile radius of the CDBG project site].

Reporting Labor Hours: CDBG Grantee *and* contractors and sub-contractors for the CDBG project shall report all worker (see exception on next page)* labor hours on the project as follows: (1) the total number of labor hours worked; (2) the total number of labor hours worked by Section 3 Workers; and (3) the total number of labor hours worked by Targeted Section 3 Workers. The labor hours reported shall include the total number of labor hours worked on the financially assisted project by workers employed by the CDBG Grantee, *and* employed by their contractors and sub-contractors, during the reporting period specified by HUD and the State CDBG Program. The labor hours reported may be based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting. [Note: Construction contractors required to maintain certified payroll records to meet federal labor standards requirements shall report actual work hours as reported on the certified payroll records.]

**Exception for positions that require an advanced degree or professional certification: Reporting of hours for positions requiring an advanced degree or professional certification is not required, but the hours may be reported to demonstrate Section 3 "best efforts". The CDBG Grantee, contractors and sub-contractors may report the labor hours by Section 3 Workers and Targeted Section 3 Workers without including labor hours from employees in positions requiring an advanced degree or professional certification in the total number of labor hours worked, but if the contract covers both work requiring an advanced degree or professional certification and other work, the labor hours for the other work under the contract that are not from employees in positions requiring an advanced degree or professional certification must still be reported.*

7. **Section 3 Benchmarks:** The HUD Section 3 Final Rule (24 CFR 75) establishes "safe harbor" benchmarks that are quantitative benchmarks and prioritized qualitative efforts that funding recipients must complete to assist low- and very low-income persons with employment and training opportunities: (1) 25% or more of all labor hours worked must be worked by Section 3 Workers; and (2) 5% or more of all labor hours worked must be worked by Targeted Section 3 Workers. If the "safe harbor" benchmarks are not met over the course of the project, then the CDBG Grantee and contractors and sub-contractors for the CDBG project shall provide evidence of completing qualitative efforts to assist low- and very low-income persons with employment and training opportunities. Supporting documentation of these completed efforts must also be maintained in the CDBG Grantee's and contractors' CDBG project files, to be made available upon request for monitoring purposes.
8. **Demonstrating Best Efforts:** When the Section 3 benchmarks are not met, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall demonstrate and report qualitative efforts made in an attempt to meet the benchmarks, which may include but are not limited to the following:
- (1) Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
 - (2) Provide training or apprenticeship opportunities.
 - (3) Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
 - (4) Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
 - (5) Hold one or more job fairs.
 - (6) Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
 - (7) Provide assistance to Section 3 Workers to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
 - (8) Assist Section 3 Workers to obtain financial literacy training and/or coaching.
 - (9) Engage in outreach efforts to identify and secure bids from Section 3 Business concerns.
 - (10) Provide technical assistance to help Section 3 Business concerns understand and bid on contracts.
 - (11) Divide contracts into smaller jobs to facilitate participation by Section 3 Business concerns.
 - (12) Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business concerns.
 - (13) Promote use of business registries designed to create opportunities for disadvantaged and small businesses.
 - (14) Conduct outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
9. **Recordkeeping & Reporting:** The CDBG Grantee and contractors and sub-contractors for the CDBG project shall maintain all records demonstrating compliance with [24 CFR 75](#), including contracting information and documents, worker income certifications (for Section 3 Worker status determinations), and worker labor hours on CDBG project; and provide data and reporting documents as requested and required by the State CDBG Program and/or HUD. Grantee and contractor records may be monitored for compliance by the State CDBG Program and/or HUD.
10. **Non-Compliance:** Non-compliance with HUD's regulations in [24 CFR 75](#) may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
11. **Indian Housing Assistance Project Specifications:** With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**** This language is required to be included in contracts and sub-contracts for the HUD funded project that are funded in whole or in part with the federal dollars. It is strongly recommended to be included in ALL contracts and sub-contracts for the HUD funded project, regardless of the funding source, to help avoid issues with compliance and reporting later in the project cycle if the funding source changes.**

Request for Proposals for Grant Administration Professional Services
CDBG-Special Projects

EXHIBIT IV

Selection Rating System

- | | |
|---|--------------------------|
| 1. Project Coordinator/Lead's Experience | <u>Maximum 20 Points</u> |
| A. 3 or more years/experience with CDBG or other federal/state programs | 20 Points |
| B. 2 years experience | 15 Points |
| C. 1 years experience | 10 Points |
| D. Less than 1 year experience | 5 Points |
| E. No experience | 0 Points |
| 2. Firm's Project Completion Background | <u>Maximum 20 Points</u> |
| A. Completion of 3 or more previous, similar type projects within proposed time frame & budget | 20 Points |
| B. Completion of 2 similar projects | 15 Points |
| C. Completion of 1 similar project | 10 Points |
| D. Working on 1 similar project; not completed | 5 Points |
| E. No work on a similar project | 0 Points |
| 3. References from Similar Projects | <u>Maximum 20 Points</u> |
| A. Respondent lists 3 previous clients with similar projects and all references give excellent response on quality of service | 20 Points |
| B. Respondent lists 2 previous clients | 15 Points |
| C. Respondent lists 1 previous client | 10 Points |
| D. Respondent lists no previous references | 0 Points |
| 4. Responsiveness to Specifications of Project/RFP | <u>Maximum 20 Points</u> |
| A. Needs of project are fully addressed in Proposal | 20 Points |
| B. Needs of project are somewhat addressed in Proposal | 10 Points |
| C. Needs of project are not addressed/resolved in Proposal | 0 Points |
| 5. Firm's Familiarity with Community Needs | <u>Maximum 5 Points</u> |
| A. Firm is thoroughly familiar with communities with similar population and characteristics to De Pere | 5 Points |
| B. Firm is somewhat familiar with communities with similar population and characteristics to De Pere | 3 Points |
| C. Firm is unfamiliar with communities with similar population and characteristics to De Pere | 0 Points |
| 6. Budget | <u>Maximum 5 Points</u> |
| A. Budget within City of De Pere's capacity as proposed | 5 Points |
| B. Budget slightly above City of De Pere's capacity as proposed; potentially feasible with modest adjustment | 3 Points |
| C. Budget not reasonably within City of De Pere's capacity as proposed; would require extensive adjustment to be feasible | 0 Points |

Request for Proposals for Grant Administration Professional Services
CDBG-Special Projects

- | | |
|---|-------------------------|
| 7. Minority or Women Business Enterprise or Disadvantaged Business Enterprise firm* | <u>Maximum 5 Points</u> |
| A. Firm is MBE, WBE or DBE firm | 5 Points |
| B. Firm is not MBE, WBE or DBE firm | 0 Points |
| | |
| 8. Small Business Firm | <u>Maximum 5 Points</u> |
| A. Firm is a small business | 5 Points |
| B. Firm is not a small business | 0 Points |

Maximum Total Points: **100**

**MBE/WBE/DBE Firms are Defined As Follows:*

Minority Business Enterprise (MBE) – Business with at least 51% ownership and control held by minority person(s).

Woman Business Enterprise (WBE) – Business with at least 51% ownership and control held by a woman or women.

Disadvantaged Business Enterprise (DBE) – Small business with at least 51% ownership and control held by person(s) classified as “disadvantaged” individual(s) according to the Wisconsin Department of Transportation standards
(<https://wisconsin.gov/Documents/doing-bus/civil-rights/dbe/dbe-program-brochure.pdf>)

Grant Administration Services Required:

The selected person(s)/firm(s) will serve as and perform the functions of the Grant Administrator for a Community Development Block Grant award including the following:

- In coordination with the City, preparing and submitting remaining CDBG contract and amendment documents, as applicable
- Managing the CDBG Project records
- Preparing and submitting applicable Environmental Record documents for the CDBG Project
- Coordinating Citizen Participation meeting(s) and maintaining and submitting required records for Citizen Participation for the CDBG Project
- Completing compliance activities for CDBG Project federal labor standards as applicable
- Preparing and submitting CDBG reporting documents for the CDBG Project, including but may not be limited to Semi-Annual Reports, Single Audit Statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Reports, Labor Standards Reports.
- Preparing and submitting CDBG monitoring documents and responding to monitoring requirements as applicable for the CDBG Project.
- Managing financial records for the CDBG Project and preparing and submitting CDBG requests for payment and related required documentation.
- Attending and participating in City of De Pere meetings as necessary for the CDBG Project.
- Preparing and submitting the CDBG Project Completion Report and supporting documents.
- Complying with CDBG regulations and policies applicable to the Project.

Request for Proposals for Grant Administration Professional Services
CDBG-Special Projects

**GRANT ADMINISTRATION SERVICES
PROVIDER SELECTION CERTIFICATION
BY City of De Pere**

Grant Administration for Affordable Housing Conversion Project
City of De Pere
Brown County, Wisconsin

TOTAL POINTS: 100

CRITERIA		POINTS AWARDED (order received)				
		McMahon	Vierbicher	MSA	Cedar Corp	Kunkel
1.	Project Coordinator's/Lead Person's Experience (20 pts)	13	20	15	20	20
2.	Firm's Project Completion Background (20 pts)	0	20	17	7	5
3.	References from Similar Projects (20 pts)	0	20	17	0	0
4.	Responsiveness to Specifications of Project/RFP (20 pts)	10	20	20	13	13
5.	Firm's Familiarity with Community Needs (5 pts)	1	4	4	3	4
6.	Budget (\$22,500) (5 pts)	3 - Estimate \$26,000 - \$34,000)	5 - Fix/Lump (\$17,500)	3 - Estimate (\$25,750)	5 - Fix/Lump (\$22,500)	3 - Not to Exceed (\$32,500)
7.	MBE/WBE/DBE Firm (5 pts)	0	0	0	0	0
8.	Small Business Firm (5 pts) 2012 NAICS Small Business Classification Small Business Size Standards \$16,500,000 annual revenue	5	5	0	0	5
TOTAL POINTS:		32	94	76	48	50

Signed Upon Completion of Proposal Review and Selection:

Certification: I hereby certify that the City of De Pere, Brown County, Wisconsin selection committee reviewed all proposals from eligible responders/submitters of proposals. The proposals were evaluated and ranked based on the information provided in the proposal documents and the criteria set forth above.

James Boyd, Mayor
City of De Pere

Date_____

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

MEETING DATE: April 6, 2022

DEPARTMENT: Planning

FROM: Daniel Lindstrom

SUBJECT: Resolution #22-28 Authorizing Amendment to Agreement for Consulting Services Between the City of De Pere and SmithGroup, Inc. (Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study).

In 2021, the City budgeted to complete a SE Area Development Plan for the land south of Rockland Road in anticipation of development focused on the future South Bridge Connector project. The City has a contract with SmithGroup to complete the Comprehensive Plan Update. The Development Services Department felt it was advantageous to include the area development planning as part of the greater comprehensive planning process and therefore recommends expanding the scope to include concept planning and additional meetings with staff, residents, landowners, the Unified School Districts, YMCA, and others to plan for our future growth area.

ATTACHMENTS:

- Reso22-28 (PDF)
- Amendment-SmithGroup(Comp Plan Update)3-21-22-157-001-18 (PDF)
- Exhibit 1-Amendment SmithGroup, Inc. (PDF)

RESOLUTION #22-28

AUTHORIZING AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND SMITHGROUP, INC.
(Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study)

WHEREAS, the City and SmithGroup, Inc. (“Consultant”) are parties to an Agreement for Consulting Services for a Comprehensive Plan Update, a future Vision Plan for the west side of the Downtown and Downtown Parking Study to establish an achievable development and planning vision to complement the Cultural District Master Plan, the Downtown Master Plan, and development efforts of St Norbert College; and

WHEREAS, the parties wish to amend the scope of work to allow for Consultant to complete additional services in connection with the Comprehensive Plan Update and West Downtown Plan, specifically to outline a framework for character, uses and priorities for the Southeast Growth Area and expectations for the Southern Bridge in order to spur future City growth and demand.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Amendment to Agreement for Consulting Services Between the City of De Pere and SmithGroup, Inc., as is attached hereto.

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.

Resolution #22-28

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of April,
2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND SMITHGROUP, INC
(Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study)**

WHEREAS, the City of De Pere, a municipal corporation, ("City") and SmithGroup, Inc., a foreign corporation authorized to conduct business in Wisconsin ("Consultant") are parties to an Agreement for Consulting Services (Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study) dated June 1, 2021 ("the Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the parties wish to amend the Agreement to provide for additional work for Consultant to perform, namely to outline a framework for character, uses and priorities for the Southeast Growth Area and expectations for the Southern Bridge to spur future growth and demand, as outlined in the Amendment to Owner Contract attached hereto.

NOW THEREFORE, upon the promises and obligations provided herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Consultant's Scope of Work shall be amended to include the Southeast Growth Area Plan to coincide with final plan preparation for the Comprehensive Plan and West Downtown Plan, as set forth in the attached Amendment to Owner Contract, which shall be incorporated as part of Consultant's Proposal (Exhibit A) to the Agreement.
2. The cost for such additional work shall not exceed \$25,000.
3. All other terms and conditions of the Agreement shall remain in full force and effect, unless specifically modified by this Amendment.

Dated this _____ day of _____, 2022.

SMITHGROUP, INC.

By:

Tom Rogers, Principal-in-Charge

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND SMITHGROUP, INC.
(Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study)**

THIS AGREEMENT made and entered into this 1st day of June, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and SmithGroup, Inc., a foreign corporation authorized to do business in Wisconsin ("Consultant").

WITNESSETH

WHEREAS, City is in need of a Comprehensive Plan Update, a future Vision Plan for the west side of Downtown De Pere and Downtown Parking Study to establish an achievable development and planning vision to complement the Cultural District Master Plan, the Downtown Master Plan and development efforts of St. Norbert College; and

WHEREAS, Consultant has available and offers to provide personnel, professional assistance and facilities necessary to accomplish such services within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated February 9, 2021 (Exhibit A) and Consultant's Proposal thereto dated March 5, 2021 (Exhibit B), amended Proposed Project Schedule (Exhibit C) and Parking Study Proposal addendum (Exhibit D) all of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibits B through D, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibits A through D. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to

be done, the schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant such background documents, existing plans, public engagement assistance and meeting facilitation services, GIS services and other information as it may have concerning the project that may be applicable in understanding the community or the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B and D. Payment to the Consultant is due within 30 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors,

partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project, with the exception of those services for parking planning to be provided by Walker Consultants, identified as a teaming partner of Consultant for this Project. The Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the City make normal progress in

the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

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

XX. NOTICES

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

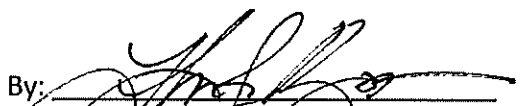
If to City:
City Clerk
City of De Pere
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
SmithGroup, Inc.
Attn: Tom Rogers
Principal-in-Charge
44 East Mifflin Street; Suite 500
Madison, WI 53703

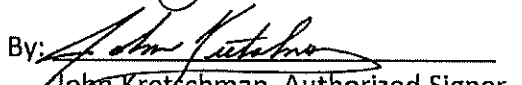
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

SMITHGROUP, INC.

CITY OF DE PERE, WISCONSIN

By: 
Tom Rogers, Principal-in-Charge

By: 
James G. Boyd, Mayor

By: 
John Kretschman, Authorized Signer

By: 
Carey E. Danen, City Clerk

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REQUEST FOR PROPOSALS

City of De Pere, Wisconsin

2040 Comprehensive Plan Update and West Downtown Vision Plan

Development Services Department

Issued: February 9, 2021

Proposals Due: March 5, 2021, by 4:00 PM

Respondent shall submit one (1) complete original hard copy proposals and one (1) electronic copy in PDF format on USB Flash Drive of the entire proposal in a sealed package marked with the project name, "De Pere 2040 Comprehensive Plan Update and West Downtown Vision Plan" on the front of the package.

To be considered, proposals must be received no later than 4:00 PM, Central Time, March 5, 2021, and delivered to:

Daniel Lindstrom, Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 5411

Exhibit A

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A. SUMMARY

The City of De Pere, WI seeks proposals from qualified planning individuals or project teams to prepare an update to the current Comprehensive Plan previously adopted in 2010 and a new West Downtown Vision Plan. The City believes that a large majority of the content is still applicable in the Comprehensive Plan, but this process should update the Comprehensive Plan to retain, revise, renew, or remove the vision, goals, objectives, and policies that will guide the City's decisions and will incorporate recently approved plans and studies. The process should also update the background information and demographics with the 2020 census information. Furthermore, the Plan should be streamlined to a much more public-friendly and usable document. To that end, the format of the document should be modernized and reformatted as appropriate and should utilize modern tables and graphics to the greatest extent possible. The City will take a lead effort to illustrate the Comprehensive Plan process in the public realm through posters, handouts, online, or other innovative ways to summarize the goals and objectives and help take the document "off the shelf".

Comprehensive Plan

The Plan update will assist City Staff, Plan Commission, Common Council, and other advisory committees to gauge the direction in which citizens and various stakeholders within the community would like to see the City advance. The Plan update must guide the City on appropriate implementation of new development and redevelopment plans within the community, while also meeting the service demands that come with community growth. The Plan will describe a desired future for the community over the next 20 years and establish goals to move toward that future.

West Downtown Vision Plan

During the 2010 Comprehensive Plan update, the City simultaneously prepared a Downtown Master Plan. These planning processes did not result in planning documents that worked well together. The new plan format must ensure that does not happen again; therefore, the City requests the planning individuals or teams to also prepare a proposal to create a West Downtown Vision Plan similar to the Cultural District Master Plan that was prepared in 2018 for the east side of the Downtown. The Comprehensive Plan and the West Downtown Vision Plan projects should run concurrently and capitalize on combined public engagement and project management efforts

The two plans shall be referenced individually or shall be collectively described as "Plans" throughout this RFP.

B. COMMUNITY OVERVIEW

The 24,970 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The city has two excellent school districts, an urban private college, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents.

The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center, and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment.

C. SCOPE OF WORK

The Plans should guide decisions affecting the physical development and redevelopment within the City. The process for the Comprehensive Plan Update and the West Downtown Vision Plan will be critical to City success and must ensure that the final documents reflect the desired vision for the community as determined by appointed/elected officials, citizens, landowners, business leaders, and other stakeholders through community participation. The Plans shall be simplified guiding documents that reflect the community's unique character and provide clear development goals. The Plans will help maintain collaborative and respectful relationships within the community and with surrounding neighbors and collaborative organizations.

The City of De Pere anticipates a scope similar to the following. These are general requirements for the planning process and are not intended to be a comprehensive list of tasks and deliverables. It is expected that project teams will provide the City with more specific recommendations for approaches, tasks, and deliverables based on their expertise from past work on comprehensive plan projects.

1. General Planning Process Tasks

The planning individuals or project team selected will provide a range of municipal planning services required to update the City's Comprehensive Plan and create the West Downtown Vision Plan. The combined general tasks between the two plans shall include but are not necessarily limited to:

- a) Project Management: Project Management includes effective coordination with staff, Common Council, and the Plan Commission. The project team will assist with the creation of a Comprehensive Plan Update and West Downtown Vision Plan Steering Committee to lead the process. Project management tasks shall include at a minimum the following:
 - i. Conduct an initial project management team meeting; including an immersion site tour to create a shared understanding of the project purpose, process, and schedule between the project team, the City, and the Steering Committee (see below).
 - ii. Conduct an initial stakeholder analysis by identifying key stakeholders, their issues, levels of involvement, and strategies for outreach.
 - iii. Prepare a project process roadmap: Prepare a guiding document for the project management team that lists the project phases, schedule of events/activities, and products on a timeline and assigns roles and responsibilities for each task.
- b) Assessment: Assessment includes conducting an initial review of the existing community planning reports and studies. The City will provide links to all existing, related community-planning reports, plans, and studies from local planning agencies and community advocacy groups for the project team review. Current plans include:
 - i. 2010 Comprehensive Plan
 - ii. Downtown Master Plan (2010)
 - iii. Cultural District Master Plan (2018)
 - iv. Cultural District Plan Market Analysis (2018)
 - v. Downtown Wayfinding (2021)

- vi. Current Zoning Code
- vii. Zoning Code update (ongoing)
- viii. Historic Preservation Plan/Historic District Maps
- ix. Comprehensive Outdoor Creation Plan
- x. COVID Business Aid programs
- xi. Business Improvement District Operating Plan (2021)
- xii. Downtown façade grant program
- xiii. Housing and Housing Affordability Reports
- xiv. Tax Increment Districts (No. 7-16)
- xv. 2020 ESRI Market Analysis Documents.

LINK TO City of De Pere web page for access to above documents:

www.deperewi.gov/rfp

c) Public Engagement

The City of De Pere values the participation of citizens in every stage of the decision-making process. Participation of citizens, landowners, business owners, appointed and elected officials, and other stakeholders throughout the community is paramount to the success of the Plan update; therefore, the City will place a strong emphasis in the selection process on choosing a project team that has strong facilitation skills.

Steering Committee

The engagement process will include a steering committee that should meet regularly based on the proposed scope. The preliminary list of stakeholder representative groups is as follows:

- i. City of De Pere Resident(s)*
- ii. Business Owners*
- iii. Council Member(s)*
- iv. Plan Commission Member(s)*
- v. Park Board Member
- vi. Board of Public Works Member
- vii. Redevelopment Authority Member
- viii. De Pere Chamber
- ix. Definitely De Pere*
- x. Historic Preservation Commission Member*
- xi. St. Norbert College *
- xii. City of De Pere Staff – Planning, Parks, Administration, Public Works/Engineering*

* Represents a subset of representatives for the West Downtown Vision Plan

Public Meetings/Focus Groups

The project team may also utilize focus groups and open houses to elicit responses for specific visioning and strategies, and community surveys as a broad visioning tool. The process shall include at least two but no more than five open houses or focus group meetings to review the results of the

comprehensive planning process and the draft plan. The public meetings for the Comprehensive Plan can also be used to gain specific insight into the West Downtown Visions Plan; however, at least one (1) separate focus meeting should be held to plan for the future of West Downtown. The selected project team shall also present ways to engage with the public during the current pandemic where public facilities are typically closed.

Final Plans:

The final Plans shall be presented to the Plan Commission and Common Council by the consultant; however, City Staff expects the members of the Committee to take on a leadership role and also present the plan to the appropriate bodies.

Staff Support:

The City has several staff members with significant experience in public engagement and expects to participate in the engagement process. The selected project team will be responsible for working with the staff to prepare the framework for the most impactful ways to obtain public participation. The project team will be responsible for organizing and then co-leading public events with City Staff. To assist with the project budget, the City anticipates being able to supply staff members to support virtual "Zoom Room" or in-person engagement efforts. Staff will also provide a graphic designer to prepare public meeting flyers and social media posts. Project team proposals should reflect these contributions.

2. Comprehensive Plan Specific

The project team shall prepare the plan and each plan element in accordance with the Wisconsin comprehensive planning statutes, utilizing the current content of the comprehensive plan document to the extent possible and practical. We expect at the end of the process to have a newly-formatted user-friendly document that is supported by graphics, tables, and other images that reflects our community vision. The document should be structured with a supplemental appendix to house the majority of the background data and the body of the report contains the relevant goals, objectives, and strategies. The process shall include the following stages:

- a. Plan Audit and Assessment: The current plan should be audited with City Staff and Steering Committee for performance: vision/focus; data and maps; goals, objectives, and policies. Utilize a "triage" approach for the audit to retain, revise, renew, and/or remove, as appropriate. Staff anticipates two or three working meetings with the Steering Committee to complete the review of the existing plan chapters.
- b. Engagement: See the engagement phase of the General Planning Process Tasks. It is assumed the process will include strategically scheduled public meetings throughout the process. Specifically, public meetings shall be held to review the following:
 - i. Community update since 2010
 - ii. Result of the Plan Audit
 - iii. Proposed Plan changes and updates to the required elements

- iv. Integration of the 2010 Downtown Plan, Cultural District Master Plan, and the Proposed West Downtown Vision Plan.
- v. Plan approval

The City does not dictate these as standalone meeting topics, but Project Teams should illustrate how they proposed to address these topics throughout the series of meetings.

- c. Plan Drafting: Following the triage approach, the Project Team should include updates to each of the required comprehensive plan elements as discussed by the Steering Committee. The City anticipates some of the updates to include but is not limited to:

- i. Introduction: Review, update, and revise with emphasis on recent planning efforts and incorporation into the Planning document.
- ii. Issues & Opportunities: Review and recommend changes to City's goal statements. The audit shall review the updated population from the pending 2020 Census and other updated data.
- iii. Land Use: Update the existing land use map, proposed land use map, a chart with proposed acres per land use, with specific recommendations for each land use designation as well as a specific policy for amending the land use map.
- iv. Housing: Update element including review and update of existing housing inventories, analyze new data and projected housing needs, validate and update as necessary the identified number of housing units needed to serve the city's projected growth. The recent 2019 and 2020 Housing Affordability Reports can be used as part of this update.
- v. Transportation: Update element to include discussion of all modes of transportation. Include maps for the Pedestrian & Bike Trail, and the Road & Highway system map. This chapter will also be used as the basis for an update to a Bike and Pedestrian Plan. The City Official Map should also be an addendum to this Chapter that identifies all ultimate right-of-way for existing and proposed roadways within the City.
- vi. Economic Development: Update the current business inventory and business environment overview discussion, employer trends, largest employers in the City, employment projections, Economic Development Programs, and City TIF / TID updates. The City will provide the project team with the annual TID update.
- vii. Utilities and Community Facilities: Update existing utility maps based on recent and future growth.
- viii. Agricultural, Natural & Cultural Resources: Update element to include current maps of the City's wetlands, woodlands, agricultural use, environmental corridors, topographic features, surface water, watersheds, and floodplains.

- ix. Intergovernmental Cooperation: Updates to this section may include discussions of future boundary agreements with the surrounding towns and other partner organizations
- x. Implementation: Review, update, revise and add to the goals and objectives for each of the various elements listed above into a usable implementation table that also identifies responsible parties, potential funding sources, and timeframes.
- xi. Appendix Supplemental Data: The City requests an appendix that includes the following
 - 1. Analysis of ESRI and other third party market analysis
 - 2. Housing Market Analysis
 - 3. Demographic and Income analysis
 - 4. Development Opportunities Analysis
- d. Plan Deliverables and Approval: The City anticipates the process will also require drafts of the Plan for review by the Steering Committee at the completion of various key phases of the project. *The City anticipates three to four working meetings with the Steering Committee to complete the review of the proposed plan chapters.*

3. West Downtown Vision Plan Specific

Similar to the 2018 Cultural District Master Plan, the City requests a vision plan for the west side of the Downtown subject to the following goals:

- Progressive, thoughtful, and contextually sensitive, while also being financially viable.
- Maximize pedestrian and bicycle mobility and connections.
- Elevate the role of the public realm, open spaces, and landscaping, particularly along the Fox River, Main Avenue, and Reid Street.
- Identify opportunities and locations for public art.
- Specify optimal business types in order to create synergy from the Cultural Center.
- The plan may be broken into several streets or zones to differentiate between areas within the plan.
- Incorporate St. Norbert College's impact and vision into the planning process.

LINK TO 2018 Cultural District Master Plan:

https://www.deperewi.gov/egov/documents/1530107831_58578.pdf

- a. STUDY AREA – West Downtown Vision Plan: The map to the right illustrates the approximate study area for various elements of the west downtown vision plan. See Section L of this RFP to view a detailed map.



- b. Assessment (Due Diligence and Background Research): Concurrent with the assessment phase of the Comprehensive Plan Update the process shall include a meeting with City staff to review the background to include at a minimum:
 - i. Review of current guiding documents (Comp Plan, Downtown Plan, Zoning Code, Main Street Guidelines)
 - ii. Property inventory and analysis
 - iii. Land Use and business mix inventory and analysis
 - iv. Utilities
 - v. Existing Structures and conditions
 - vi. Environmental
 - vii. Economic/Market Analysis
 - viii. High-level financial pro forma for redevelopment areas
 - ix. Understanding of local development climate and construction costs
- c. Vision and Design: Project team to conduct a 2-3 day charrette with key stakeholders to include at a minimum:
 - x. Kick off with stakeholder group and review of assessment information. Section C.2.C contains a list of the stakeholder groups.
 - xi. Discussion, facilitation, and agreement on a shared vision.
 - xii. Engagement efforts to work through each street/section.
- d. Plan Deliverables: The Plan deliverables shall include at a minimum:
 - i. Summary of Due Diligence and Background Research.
 - ii. Summary of the engagement process and feedback.
 - iii. Economic analysis for the entire geographic area.
 - iv. Subarea Plan for the entire area – differentiated by zone. May include (but not be limited to):
 - a. Public Spaces
 - b. Design intent – possible design/material guidelines
 - c. New Buildings
 - d. Building height and massing recommendations
 - e. List of businesses/land uses that fit economically with the redevelopment plan and also create cultural synergy
 - v. Implementation Strategy that may include (but not limited to)
 - a. Regulatory recommendations
 - b. Incentive policy
 - c. Operational and programming recommendations

D. CITY RESPONSIBILITIES

The Development Services Department will be responsible for administering the project and overseeing the project team's work on this project. Representatives from various City departments will review plans and other documents prepared by the project team. As stated above, the City has staff with significant experience in public engagement and expects to significantly participate in the engagement process. Staff also has a complete GIS Division that can lead or partake in the mapping process for each of the Plans.

E. PROPOSAL REQUIREMENTS

Respondent shall submit one (1) complete original hard copy proposals and one (1) electronic copy in PDF format on USB Flash Drive of the entire proposal in a sealed package marked with the project name, "De Pere 2040 Comprehensive Plan Update and West Downtown Vision Plan" shall be marked on the front of the package. To be considered, proposals must be received no later than 4:00 PM, Central Time, March 5, 2021, and delivered to:

Daniel Lindstrom, Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

Proposals received after the deadline will not be accepted. Faxed or emailed proposals will not be accepted. Postmarks before the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or any delivery delays.

Proposals should include the following information, presented in a clear, comprehensive, and concise manner, to illustrate the project teams' capabilities and technical approach to the work. Each proposal must include the following information:

1. Title Page and/or Cover Letter. Show the proposal title, the name of the organization, address, telephone number(s), email address, name of the primary contact person, the date, and other relevant company information. Provide the name(s) of the person(s) authorized to make representations for your team, their title(s), address, email address, and telephone number(s). Include a list of and contact information for any proposed sub-consultants and the work they will perform.
2. Statement of Qualifications. Brief introduction of the Project Team organization. Summary of your understanding of the project and why your team is best suited to complete the scope of work.
3. Key Staff. Identify the designated project manager or primary contact and key supporting staff. Include resumes for each of the individuals and identify any sub-Consultants.
4. Scope and Approach. State the services your team is proposing to provide. Describe the process and timeline that would be utilized to complete the project.
5. Schedule. Illustrate the Scope and Approach including a breakdown of tasks, timeline, meetings, deliverables, and task responsibility.
6. Experience and Examples. Describe your team's experience in the required areas of expertise, and its ability to provide the needed services for the City. Include at least three examples in the last five years. List a minimum of three references related to similar work; references matching the three examples are preferred but not required.
7. Cost. Provide a fee computation broken down by the major tasks listed in Section 4 and for the project as a whole. Include the maximum fee not to be exceeded for the services to be rendered.

Failure to complete the above documentation may be grounds to declare an RFP non-responsive and the City may reject the statement of qualifications in whole or in part.

F. EVALUATION CRITERIA

Proposals will be evaluated based on the overall approach, team experience and qualifications, budget, organizational structure, methodology, schedule and fit with the City of De Pere. Proposals will be evaluated according to the following:

1. Project approach and scope. (20 points).
2. Qualifications of the project team and individual members. Particular attention will be given to the experience and the demonstrated ability of the project manager to complete all project tasks. (20 points).
3. Project Team experience and examples (20 points).
4. Understanding of required project work. (20 points).
5. Project cost. (15 points).
6. Quality of the proposal design. (5 points)

G. SELECTION PROCESS

The Project Team selection process will involve the following primary steps.

1. Proposal Review. The proposal review will be based on a comparative assessment and scoring of each document in accordance with the Evaluation Criteria. The City will then select one or more finalist Project Teams to advance in the selection process. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing teams, or to allow corrections of errors or omissions. The City reserves the right to verify any information contained in proposals.
2. Interviews. The City will determine whether interviews are needed, or it may make a selection based on the proposals alone. If determined necessary by the City, the finalist teams will be requested to present their experience, proposed approaches, and personnel in an interview to members of the City's selection team and/or City Council. (Further interview instructions will be provided to the selected finalist team(s).) The City will then review the presentation(s) and select a team to advance in the process.
3. Steering Committee and Plan Commission Review. Based on the results of the selection process, the City's selection team will recommend to the Plan Commission and the Common Council for approval. The final contract must also be approved by the Common Council.
4. Award of Contract. The City will enter into negotiations with a team based on the City's selection team recommendations. Negotiations will be conducted beginning with the team ranked first. If a contract that is satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award will be made to that team. Otherwise, negotiations with the team ranked first will be formally terminated and negotiations conducted with the team ranked second, and so on until a contract can be negotiated at a fair and reasonable price. The City reserves the right to reject any and all proposals submitted.

H. BUDGET

The City has budgeted \$80,000 for this project. This funding is considered sufficient to accomplish the defined scope with assistance from the City in engagement and mapping. Proposals should provide a work plan that best meets the above objectives and scope including all travel and incurred costs. The proposal should also illustrate additional items that could be out of budget but feel would be a benefit to the project.

I. MISCELLANEOUS AND GENERAL PROVISIONS

1. **Non-Discrimination Statement:** The City of De Pere does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.
2. **Rejection of Proposals:** The City reserves the right to reject any or all proposals, to divide responsibilities among one or more applicants or firms, to waive formalities, and to select the individual or firm which, in the City's sole judgment, can best perform the scope of services required.
3. **Withdrawal of Proposals:** the proposer upon submission of a written request may withdraw Proposals.
4. **Ownership of all data, material, and documentation** originated and prepared for the City pursuant to the RFP shall belong to the City and be subject to public inspection in accordance with the Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by the Project Team shall not be subject to public disclosure under (FOIA) unless otherwise required by law or a court.
5. The City is not liable for any costs incurred by any Project Team in connection with this RFP or any response by any Project Team to this RFP. The expenses incurred by a Project Team in the preparation, submission, and presentation of the proposal are the sole responsibility of the Project Team and may not be charged to the City, regardless of whether or not a Project Team's Proposal is ultimately selected by the City for completion of the work detailed in this RFP.
6. Each Project Team should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or specifications to be provided to the City under this RFP is subject to negotiations with the successful Project Team, and final approval of the City.
7. The Project Team shall maintain, during the life of the Agreement, public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages that may arise from the performance of work under the Agreement.

J. ANTICIPATED PROJECT SCHEDULE

RFP Distribution:	February 9, 2021
Questions Due*:	February 19, 2021
City Responses Due:	February 24, 2021
Submittal Deadline (4:00 p.m. CST)	March 5, 2021
City Review of Responses	March 8-12, 2021
Interviews (if necessary)	March 17 & 18, 2021

*Note only written questions are permitted.

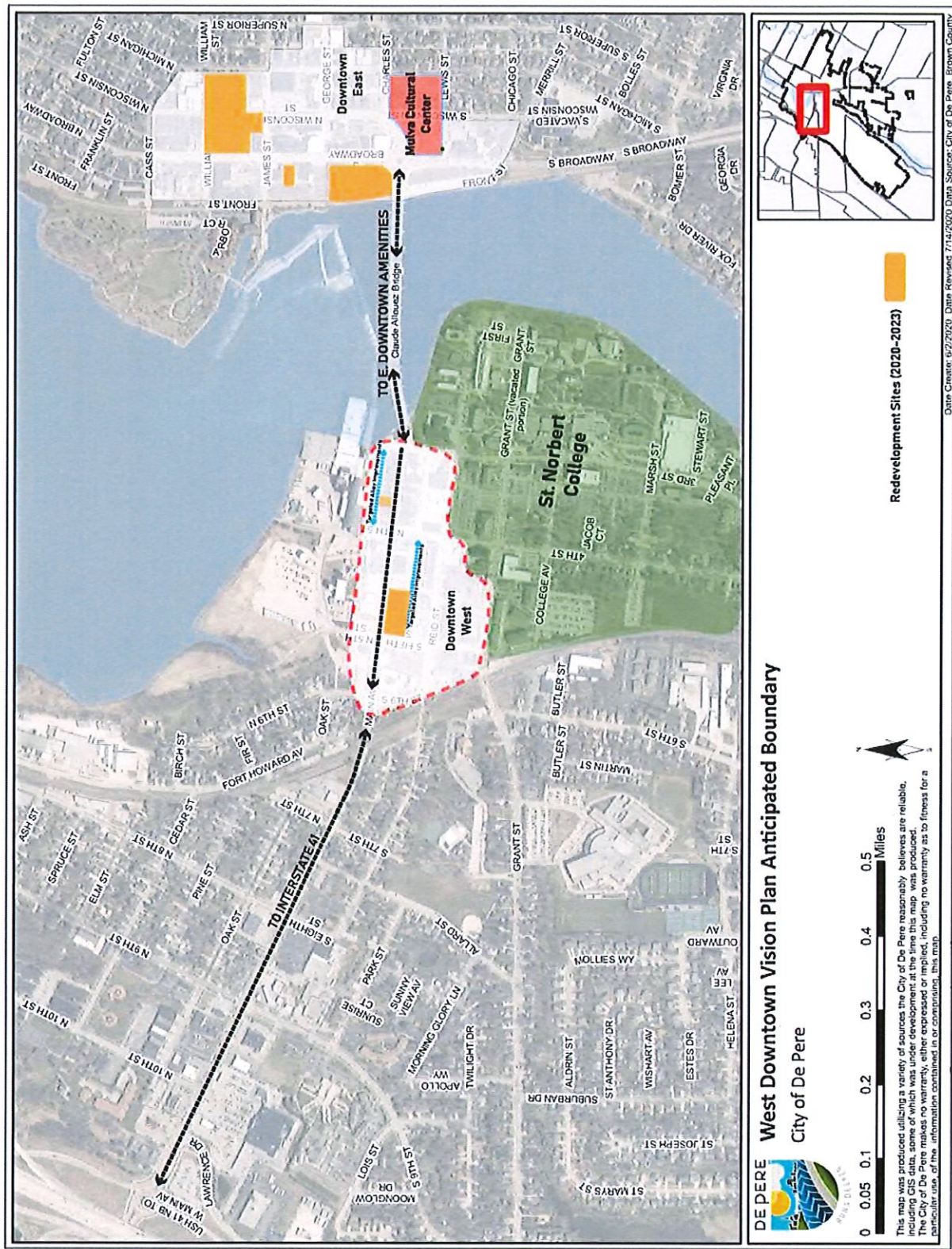
K. QUESTIONS:

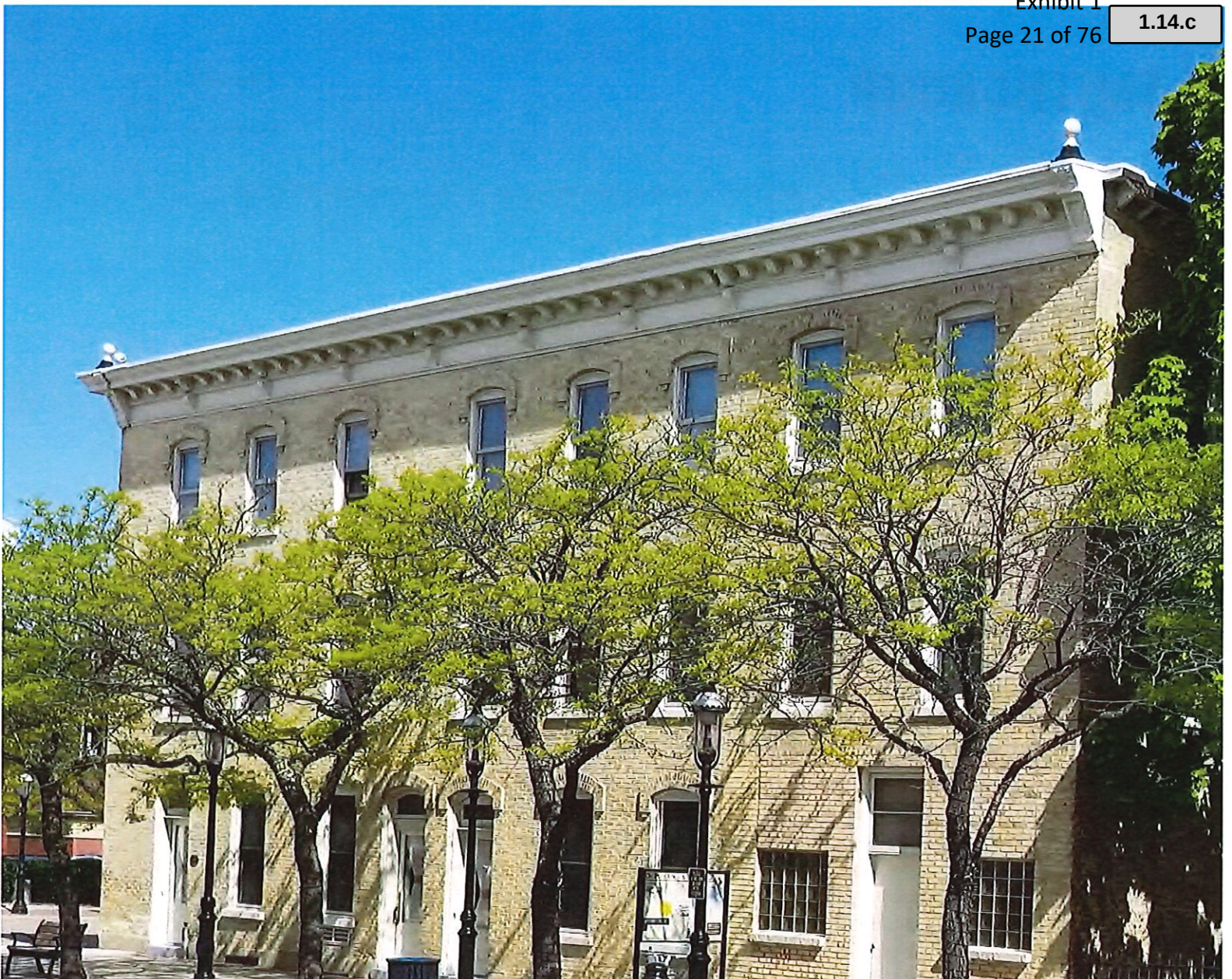
All questions shall be submitted in written form to the contact information provided below. Answers will then be provided, via the City website, in written form as a part of an addendum to this RFP.

City of De Pere
ATTN: Daniel J Lindstrom
335 S. Broadway
De Pere, WI 54115
Email: dlindstrom@deperewi.gov

For additional context on the City of De Pere and the digital version of this RFP, please visit our website at www.deperewi.gov/rfp

L. APPENDIX: WEST DOWNTOWN VISION PLAN BOUNDARY





CITY OF DE PERE

2040 COMPREHENSIVE PLAN UPDATE & WEST DOWNTOWN VISION PLAN

SMITHGROUP

March 5, 2021



Exhibit B

SMITHGROUP

44 E Mifflin Street
Suite 500
Madison, WI 53703

March 5, 2021

Re: 2040 Comprehensive Plan Update and West Downtown Vision Plan

DANIEL LINDSTROM

City of De Pere
335. S. Broadway
De Pere, WI 54115

Dear Daniel,

Thank you for the opportunity to propose on the updates to the Comprehensive Plan and the Downtown Plan for the West Side. We are excited about the potential to build upon our work on the East Side for the Cultural District Plan. We look forward to the potential of working with you to ensure that a powerful citywide vision is fostered through clear leadership, stewardship, and partnerships. We recognize that continuing and enhancing De Pere's high quality of life must be focused on a vibrant downtown, attracting and retaining residents and visitors; creating high quality employment opportunities; and fostering education, entertainment, and recreation.

We offer a highly qualified and integrated team of urban planners, urban designers, and landscape architects with deep experience working in comparable cities, and specifically, with De Pere. We will be able to build upon our knowledge of the community and help explore a new vision for West Downtown. This vision will consider how new development integrates with public spaces and balances efficient vehicular movement with rich pedestrian experiences. This approach is at the core of our urban design practice. The West Downtown plan will blend seamlessly into an updated, streamlined Comprehensive Plan that highlights a renewed vision and implementation strategies that will be easy to use for city staff, officials, stakeholders, and residents.



SmithGroup can help the City of De Pere to achieve your goals with an approach that includes:

- **Local Knowledge and National Experience:** Our team is formed at the intersection of local knowledge and national experience, with a thorough understanding of the public realm and private needs. We are intimately familiar with De Pere and have a broad range of experience throughout the Upper Midwest and the US that we can bring to the City. We will use this knowledge to complement your staff's expertise and capabilities, in providing a valuable tool for the City.
- **Consensus Building:** Our collaborative approach is stakeholder-based, to bring together shared goals and craft a strategy around them to develop solutions that create a positive impact that reaches beyond a site. We are frequently called upon to balance the needs of multiple entities working toward common goals. Our graphic, writing, presentation, and facilitation skills ensure that opportunities for participation are productive, meaningful, and fun.
- **A Proven Process:** Providing well thought-out, exciting, and appropriate design solutions build enthusiasm for projects and leads to our work successfully transitioning from illustrated idea to built work. Our approach integrates your input and goals with implementation strategies that lead to meaningful development tools and responsive built projects. We can integrate goals into a useable long-term, implementable plan.

We understand decisions you make now will resonate with the community for decades. We are accustomed to the complexity of working in an existing urban community and seek out how that complexity can lend richness to a play. We will tap into our diverse resources to work with you and develop an effective and implementable vision for that enhances the vitality of De Pere.

Thank you for the opportunity to submit our proposal. If you have any questions or require additional information, please feel free to contact Tom Rogers.

Sincerely,



John Kretschman
Authorized Signer
608.327.4413
john.kretschman@smithgroup.com



Tom Rogers
Principal-in-Charge
608.327.4402
tom.rogers@smithgroup.com

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SECTION 1

STATEMENT OF QUALIFICATIONS

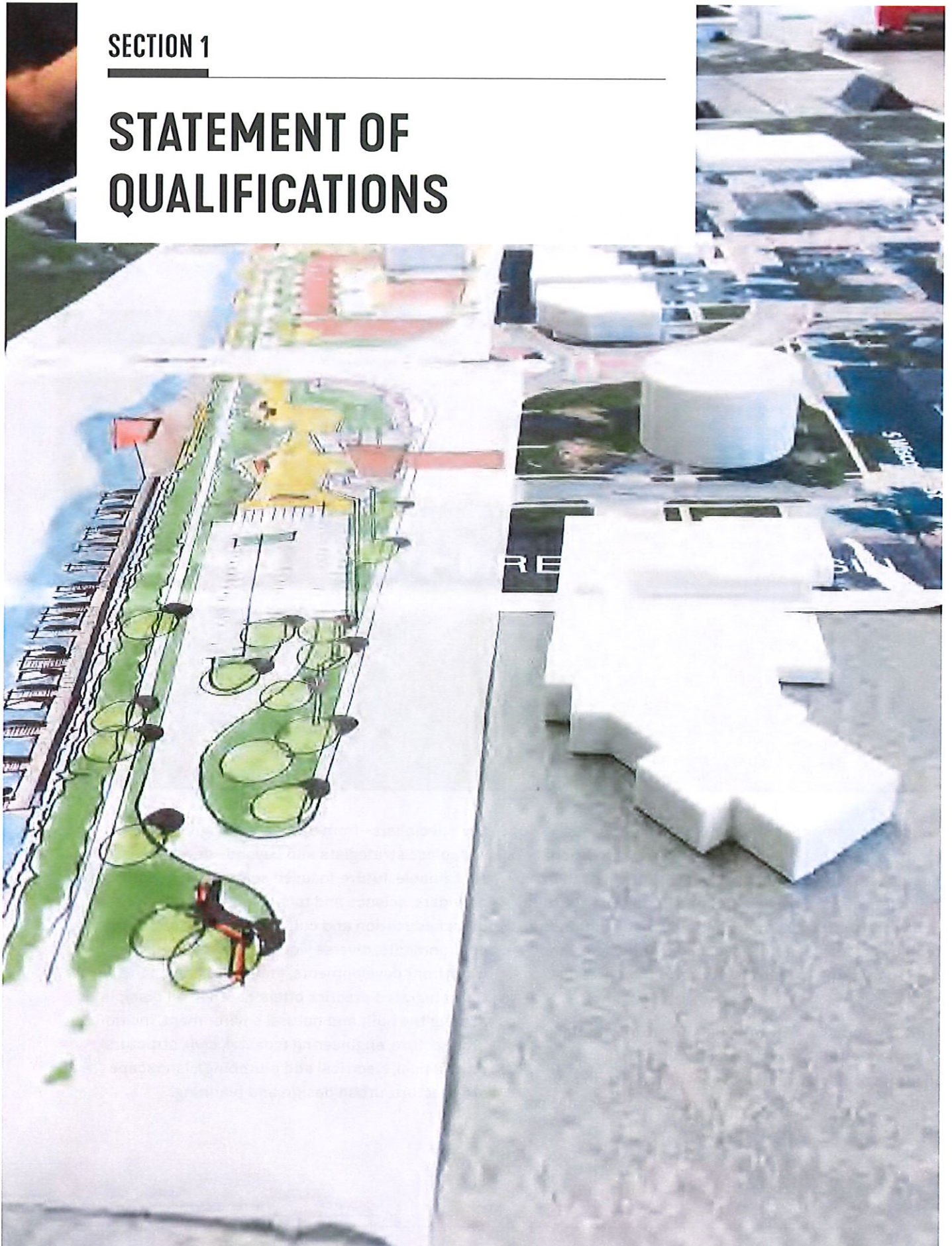


Exhibit B

ABOUT SMITHGROUP



Founded by architect Sheldon Smith in 1853, our “born on” date might suggest that we’re a traditional design and engineering firm, but we left old-fashioned mindsets at the curb decades ago. Today, SmithGroup is an award-winning, multi-national organization that employs research, data, advanced technologies and design thinking to help clients solve their greatest challenges.

Working across a network of 15 offices internationally, our team of 1,200 experts is committed to excellence in strategy, design and delivery—giving rise to new and innovative processes and methodologies that are redefining the way we work as teams.

Our specialists—from artists and engineers to workplace strategists and beyond—develop beautiful, sustainable, future-focused solutions for healthcare providers, science and technology organizations, higher education and cultural institutions, urban environments, diverse workplaces, mixed-use and waterfront developments, and parks and open spaces. Our integrated practice offers depth in all disciplines serving the built and natural environment, including architecture, engineering (coastal, civil, structural, mechanical, electrical and plumbing), landscape architecture, urban design and planning.

OUR VALUES



EQUITY

We believe in creating a design culture grounded in empathy, dignity, and excellence. We strive to minimize barriers in how we work and live to maximize our collective potential for success.



SUSTAINABILITY

We design to create a healthy and prosperous future for our clients and communities. As stewards of future generations, our work seems to balance the needs of thriving society, economy, and environment.



COMMUNITY

We are leaders where we live and work. We share our energy, our time, and our knowledge to advance our clients and professions.



PASSION

Our uniting passion for design excellence drives us to solve complex, meaningful problems for our clients.



CURIOSITY

Our eyes and minds are always open. We relentlessly explore, test, and learn in order to innovate and solve emerging challenges of our clients and our world.



INTEGRITY

Trust is the foundation of all great design solutions. The only way to serve our clients and one another is with bedrock integrity.

LINKING OUR VALUES AND YOURS

Since the adoption of the last comprehensive plan, the City of De Pere is faced with different trends that affect all their major systems: land use and housing, economy and businesses, transportation and mobility, and public services. This pressure is coinciding with a period of rapid demographic, technological, and sometimes uncertain change: aging baby boomers, millennials seeking different lifestyles, evolving transportation needs and technology, new forms of workplaces, affordability concerns, and a changing natural environment.

Consequently, how we respond to these changes and pressures is critical—as it relates directly to the health, equity, vibrancy, diversity, and integrity of the community—especially in light of the pandemic and the challenges it has exposed. Being able to make informed decisions about the future requires a thorough consideration of our values—both for guiding the planning process itself and for shaping effective recommendations.

While fully developing a shared set of community's values is an integral part of the planning process, there are important values to highlight, in addition to our SmithGroup values listed above, which will guide the process itself:

Transparency: A clear process that is open and understandable to all

Authenticity: Be true to the character and integrity of the De Pere community and its evolving heritage

We will build on the steering committee's direction to lead the community through a shared values framework to understand:

1. **Evaluate:** Where are we?
2. **Brainstorm:** Where do we want to be?
3. **Prioritize:** What's most important

We look forward to evaluating your existing plans and engaging the community in calibrating the goals for this plan update and crafting a consensus-based, implementable vision for the West Downtown.

PROJECT UNDERSTANDING

CONNECTING TO PREVIOUS PLANS

DePere's Comprehensive Plan and West Downtown Plan process is an opportunity to step back and appraise the current master plan in light of community values, changing demographic and economic conditions, and potential future conditions. Through this planning process, SmithGroup will work with the Steering Committee and City Staff to audit the existing plan to determine which elements of can be refined and streamlined into a comprehensive document that reflects a consensus direction and lays the foundation for any further zoning amendments, complementary regulations, and other policies that shape the operations and land use patterns of the city.

Through a thorough review and summary of the prior plans—as well as the integration of other reports and ongoing planning efforts (such as the current Wayfinding Plan and Zoning Code update)—we can lay the groundwork for a new unified planning document. We will work with staff to evaluate the previous plans' strengths and shortcomings and develop a concise new plan framework that improves cohesion, usefulness, and future adaptability.

A VISION FOR WEST DOWNTOWN

Having led the Cultural District planning process, our team is excited to build on the momentum from that plan.

West Downtown is well served by a collection of existing local businesses and restaurants. We feel the plan should leverage connections with St. Norbert, support local businesses, and enhance the vibrancy downtown by creating a sense of a district, enhancing pedestrian spaces and connectivity and promoting infill development and growth of local businesses.

PARTNERSHIP WITH STAFF

SmithGroup sees ourselves as an extension of your team—there to augment your capacity, bringing our lessons learned and innovations from recent related efforts, and guiding a process that works for staff and stakeholders. Our team finds value in working alongside capable city staff that understand your community and can provide expertise that we supplement and build upon. While at a larger scale than how we will work with you in DePere, this model worked very well for us in Las Vegas. We helped audit existing (long) plans, shape a process and plan framework, coordinate across city departments, and suggested a set of engagement exercises that staff helped deploy and own. We look forward to similarly tapping your team to create a collaborative communications strategy and input approach—tailored to what you do best and where we can augment that expertise.

For Las Vegas, that also extended to a collaboration with GIS staff—hosting StoryMaps input directly on the City of Las Vegas's ArcGIS Online account where we also shared existing data and analyses internally throughout the process. We look forward to collaborating with your team to build on what maps you have and suggest output for the plans that can communicate the richness of your data story. During our current virtual environment, we have several sets of GIS Online Hub sites live – some hosted by the community and some hosted by us – so we're confident for seamless integration between the mapping and input between our team and yours.

We are excited to work with you to elevate your local knowledge to build ownership in the recommendations so staff and stakeholders can champion implementation.

PEOPLE-CENTERED ENGAGEMENT

The planning process best serves the community when it empowers citizens to become part of the decision-making process. The public participation process will be an important opportunity to develop long-range goals for the City of DePere that brings together the input and information from the community neighbors, businesses, institutions, and civic leaders.

As our cities grapple with the immediate and ongoing effects of COVID-19, SmithGroup continues to develop resilient and flexible methods that engage residents in meaningful conversation beyond this current crisis. We rapidly deploy next-generation remote collaboration tools and processes, while leveraging some of the fundamentals that make robust engagement great.

Successful engagement acknowledges the needs and capacities for each group to be involved in the process. Public engagement methods—especially for a significant long-term land use plan—must be thorough, enticing, sustained, and self-reflecting in order to be truly effective. We will always ask, “whose voice is missing?” to avoid bias in the engagement efforts and making sure everyone is heard. As a starting point, it will be important that we reach the following:

- **City Residents:** To understand issues around affordability, livability, and mobility affecting all users of the greater DePere community
- **Employees and Business Owners:** To understand the needs of businesses, institutions and employees and how land use policies affect economic activity
- **Students and Seniors:** To understand the challenges of aging in place as well as living in De Pere as a youth, college student or recent graduate
- **Diverse Cultural Identities:** To understand specific challenges that affect peoples’ quality of life as well as opportunities for growth and strengthening diversity and inclusion
- **All Ages, Even Young Kids:** To ensure the next generation of residents and community leaders begin to have a voice in their future
- **Organizations and Community Leaders:** To identify and support those who have a role in supporting, advocating, and championing positive outcomes

Our team will work with city staff to develop a Public Participation Plan, which will be a critical mechanism for ensuring that key stakeholders and the general public have ample opportunity to provide their opinion about each plan.



WHY SMITHGROUP?

WE WANT TO WORK WITH YOU!



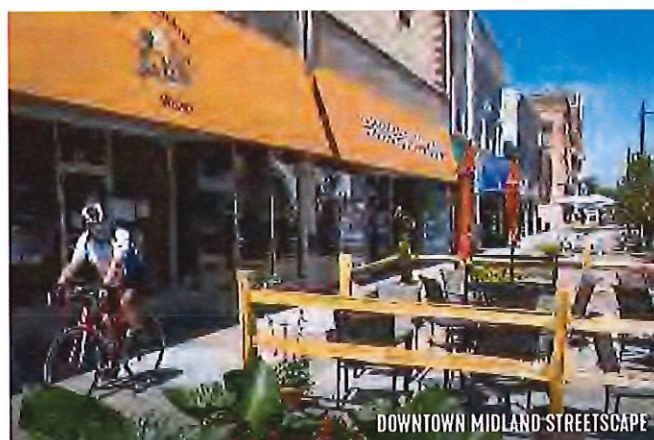
COMMUNITY & CITY PLANNING

Our work is client-focused and based on a building an understanding and deep appreciation for community context. We analyze existing conditions and rapidly iterate future opportunities, including physical form and relationship of buildings, streets and open spaces in the context of historical patterns, existing situations and future needs. We improve campuses and cities through design guidelines, development projects and refined details that strengthen and identify values and a unique sense of place. We capitalize on the economic value of existing infrastructure including government, institutional, cultural and natural assets. Our approach results in plans and projects that promote activity and enjoyment, support business development, and achieve exciting and livable environments.



PUBLIC REALM & PLACEMAKING

Our team is dedicated to creating great places, streets and waterfronts, and vibrant, sustainable cities. We know the key elements of creating active, people-focused places, and how to employ them in each part of a city. Our firm has designed signature public places for over 60 years, and we continue to be a leader in place creation for the public realm. We are leaders in the design of mobility systems that reflect and sustain land use, social activity, community events, pedestrian and non-motorized movement, outdoor dining and shopping, and community identity.



MIXED-USE & REDEVELOPMENT

Our team provides our clients with an adaptive framework to navigate the complex challenges and transformative opportunities facing development projects, from predevelopment strategy, to initial concept and implementation. We work with private, public, and non-profit clients to guide the creation of mixed-use environments that meet emerging expectations and critical needs. We collaboratively define near and long-term strategies to realize successful developments while sustaining our clients' core missions and achieving their overall goals.



MICHIGAN TECH CAMPUS PLAN

TOWN/GOWN PLANNING

SmithGroup excels in planning at the intersection of communities and colleges. Having a college located within a city provides unique opportunities to create spaces where both the town and gown converge to exchange ideas. Engaging in public/private partnerships can provide civic and economic development benefits for the neighborhood, city, and campus when pursued with an equitable outreach strategy that includes university staff and students, neighborhood and civic networks, as well as community-based organizations.



SMITHGROUP COLLABORATION

CONNECTING ASPIRATION & OPPORTUNITY

Urban development projects depend on collaborative networks for success: forging local partnerships and building community coalitions, drawing on multiple funding sources, and securing agency support and regulatory approvals, to name just a few. SmithGroup teams help navigate this collaborative process with a strong sense of civic responsibility and stewardship. We listen first: gathering information and perspective from a diverse array of stakeholders. Then we work to help shape a shared vision for future priorities and outcomes, building a broad coalition of support. The result is planning and design that authentically reflects your community, and that connects your aspirations and assets with genuine opportunities.



PROGRESS CENTER FOR BLACK WOMEN CHARRETTE

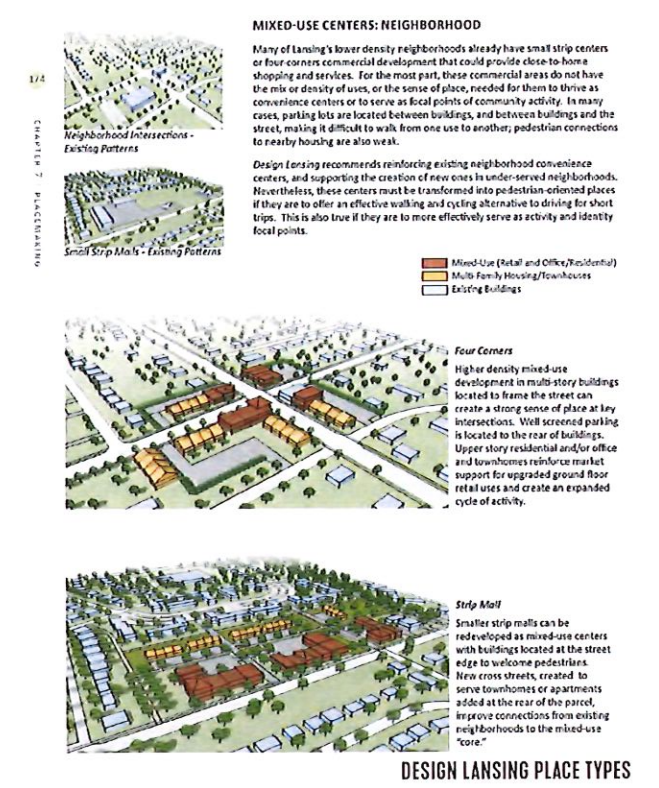
EQUITY MATTERS

SmithGroup's urban design and planning practice is built on the philosophy that equitable public engagement has the power to more inclusively shape the design of our communities. We believe in engaging the broadest range of perspectives and values to build a shared understanding of the forces that shape our communities. Over the years, our teams have done this in ways that meet people where they are and use multiple methods and tools to break down barriers.

AREAS OF EXPERTISE

LAND USE

The forms and functions of different types of buildings and land uses are increasingly interweaving—from live/work units and maker-spaces to industrial-arts districts and mixed-density neighborhoods—with a renewed placemaking focus on how development shapes the public realm. We specialize in preparing context-specific series of Land Use Place Types that articulate combinations of density, neighborhood/district type, and building form/function that translate to desired place types throughout the city. These will provide the building blocks for assembling a future land use plan that can translate to zoning amendments and redevelopment strategies that tie land use recommendations to transportation, infrastructure, open space and agricultural preservation.

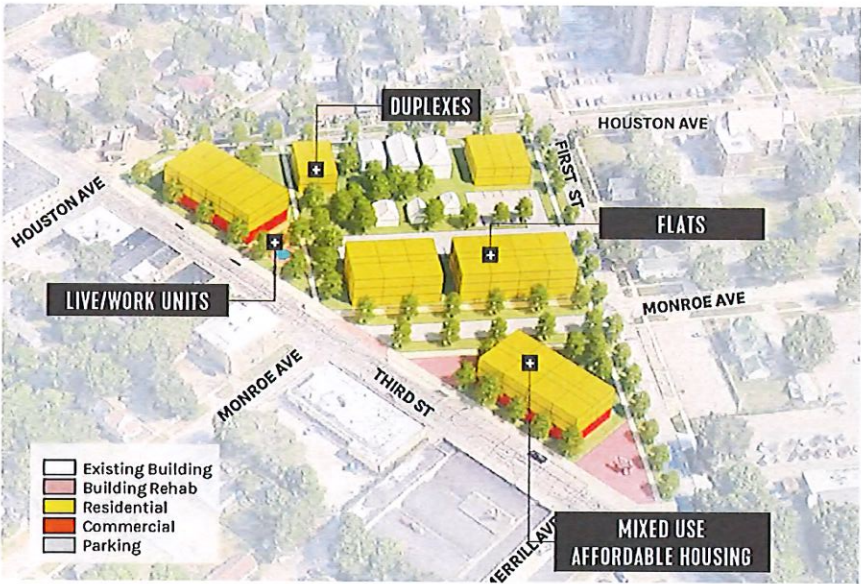


SPATIAL ANALYTICS (GIS)

Our team includes national experts at GIS analysis. Our methods go far beyond merely mapping and overlaying different sets of data to instead answering deep inquiry questions and scenarios. For this planning process, understanding De Pere's unique land use patterns, demographics, natural and built infrastructure systems, and economic underpinnings are essential. We will collaborate with city staff to develop a map atlas and analysis package that will communicate to stakeholders and the broader public about essential findings and opportunities. We will leverage online, interactive mapping platforms (ArcGIS Online and Urban Footprint) to both share information and solicit feedback.



NEW RESIDENTIAL	
Number of floors	2 - 3
Total units	80
NEW COMMERCIAL	
Number of floors	1
Floor height (ft)	16'
Floor area (sf)	14,400
NEW PARKING	
Parking spaces required	None
Parking spaces provided	36



USEFUL PLANS

We have an extensive history of creating and streamlining comprehensive and subarea plans for communities across the country. As implementors and trainers on best practices in comprehensive plans, we are experts at making plans accessible and concise - we will excise existing conditions to an appendix and keep the plan body focused on what counts – vision, goals, strategies, and actions.

TRANSPORTATION & MOBILITY

Mobility forges the connections that are essential for growth, economic prosperity, and neighborhood vitality. We focus on integrated systems rather than individual modes of travel, balancing the needs of pedestrians, motorists, bicyclists, and transit users, and providing flexibility to adapt to future demands and needs. We believe that connecting people to their community assets is the key to urban revitalization and sustainability.

ECONOMIC DEVELOPMENT AND REDEVELOPMENT

Our team integrates market-based redevelopment strategies into all of our comprehensive plans. We identify opportunities and build site-specific visions for housing, commercial, and mixed-use. Using ESRI Community and Business Analyst data, we will focus on a market snapshot, with a particular emphasis on future housing and employment drivers. As the office and retail market remain uncertain during the pandemic, we will frame our commercial recommendations to emphasize flexibility to respond to evolving market forces and expected future mixed-use demand.

IMPLEMENTATION-FOCUSED PLANNING

As a multi-disciplinary firm, we do everything from long-range planning to zoning ordinance amendments to detailing construction drawings. Understanding the challenges that come after the plan informs our designs, starting at the creative idea generation phase and leads to informed implementation phases to optimize time and budget to bring the Plan to life.

SECTION 2

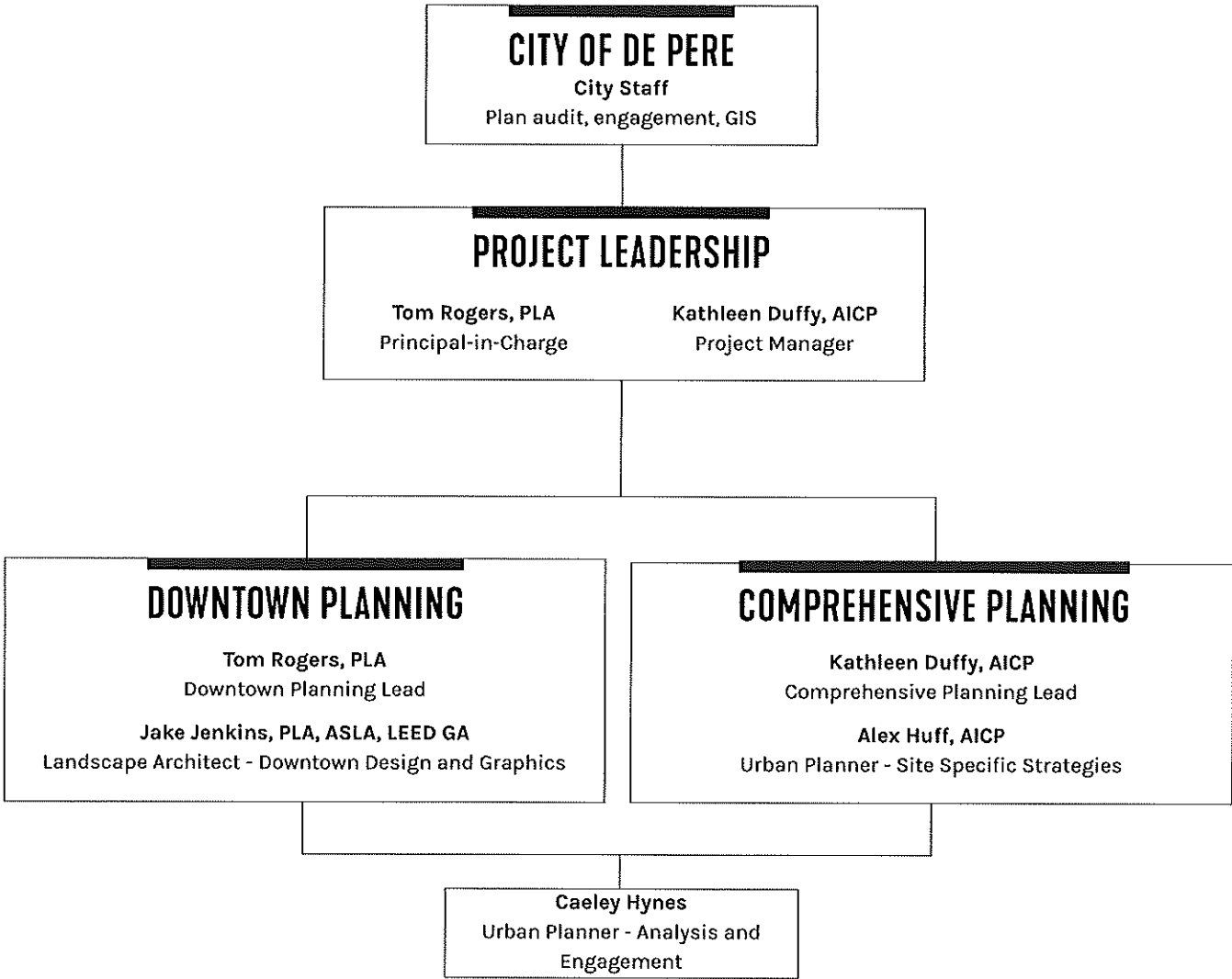
KEY STAFF



Exhibit B

OUR TEAM

While our team will focus on either the West Downtown Plan or Comprehensive Plan edits, we will collaborate as an integrated team throughout to ensure both plans build on each team member’s strengths. By undertaking both plans simultaneously, we will gain efficiencies in our analysis and engagement opportunities.



PRINCIPAL-IN-CHARGE & DOWNTOWN PLANNING LEAD

TOM ROGERS

PLA



Tom Rogers is a landscape architect and serves as lead designer in the Madison office of SmithGroup. Tom’s expertise lies in creating distinct and memorable spaces for people. His experience includes a broad cross section of project types from small urban areas to community and neighborhood redevelopment. He is adept at working with multiple disciplines and stakeholders to develop beautiful and sustainable solutions that embrace the values of a community to create powerful opportunities for positive growth.

- De Pere Cultural District Master Plan, De Pere, Wisconsin
- Madison Yards at Hill Farms, Madison, Wisconsin
- East Moline Downtown Streetscape & Riverfront Master Plan Vision, East Moline, Illinois
- Burlington Downtown and Riverfront Planning, Burlington, Iowa
- Two Rivers Riverfront, Two Rivers, Wisconsin
- Euclid Waterfront Plan, Euclid, Ohio
- East Wauwatosa Entertainment District, Wauwatosa, Wisconsin
- Uptown Crossing Charrette, Milwaukee, Wisconsin
- University Research Park 2 Planning, Madison, Wisconsin
- Green Bay Botanical Garden Master Plan, Green Bay, Wisconsin
- Villard Avenue Streetscape Charrette, Milwaukee, Wisconsin
- 13th Street Corridor Planning, Milwaukee, Wisconsin

EDUCATION

Bachelor of Science in Landscape Architecture, University of Wisconsin, 2001

REGISTRATIONS

Landscape Architect:

Colorado

Iowa

Wisconsin

PROJECT MANAGER & COMPREHENSIVE PLANNING LEAD

KATHLEEN DUFFY

AICP



Kathleen Duffy specializes in urban design and planning. She has a wide variety of planning and zoning experience ranging from small villages to capital cities, from rural townships to urban centers. She is an expert on land use, character and placemaking projects and excels in redevelopment and economic development strategies for corridors, downtowns, and districts linking land use to transportation. Her creative problem solving, unique design skills and big picture thinking allow her to effectively and efficiently implement public engagement strategies that are inclusive and ultimately results in an implementable plan.

- Kenosha Innovation District, Kenosha, Wisconsin
- Oshkosh Lakeshore Park Master Plan, Oshkosh, Wisconsin
- Michigan Economic Development Corporation Redevelopment Ready Communities Program, Various Locations, Michigan
- Las Vegas Master Plan, Las Vegas, Nevada
- Southtown Corridor Improvement District Plan, Grand Rapids, Michigan
- Comprehensive Plan and Form-Based Code, Lansing, Michigan
- Comprehensive Plan and Zoning Ordinance, Wyandotte, Michigan
- Village of Lexington Master Plan, Lexington, Michigan
- Mahomet Downtown Plan and Form-Based Code, Mahomet, Illinois
- Clear Lake Subarea Plan, La Porte, Indiana
- Downtown Vision Plan, Muskegon Heights, Michigan
- Euclid-Green Corridor Plan, Cleveland, Ohio
- Zoning Ordinance + Form-Based Code, Ironwood, Michigan
- West Downtown Form-Based Code and Design Guidelines, Dearborn, Michigan
- Master Plan Update, Menominee, Michigan
- Shelby Township Town Center and Comprehensive Plan, Shelby Township, Michigan*

EDUCATION

Master of Urban and Regional Planning,
University of Illinois, 2008

Bachelor of Science in Architecture with
a Minor in Art History,
University of Michigan, 2006

Urban Land Institute Larson Center for
Leadership, Class of 2014

REGISTRATIONS

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association

Urban Land Institute

Form-Based Code Institute

National Charrette Institute

* Experience Prior to SmithGroup

LANDSCAPE ARCHITECT

JAKE JENKINS

PLA, ASLA, LEED GA



Jake Jenkins has a wide range of professional experience working both domestically and internationally on projects ranging from greenways, waterfronts, and campuses to complex spatial studies and ecological analysis. Jake's design approach focuses on a technical exploration of site and context, unearthing parameters to develop design, and investigating innovative techniques for project delivery. His work is focused on data driven landscape design using computational techniques to develop adaptive and responsive designs. He is a team captain in the computational design practice at SmithGroup, leading efforts for integration of parametric modeling and visualization of big data into our practice.

- De Pere Cultural District Master Plan, De Pere, Wisconsin
- Clear Lake Sub Area Plan, La Porte, Indiana
- Oshkosh Lakeshore Park Master Plan, Oshkosh, Wisconsin
- Lakefront Public Access Plan, Cuyahoga County, Ohio
- Burlington Downtown and Riverfront Planning, Burlington, Iowa
- Two Rivers Riverfront, Two Rivers, Wisconsin
- Kercheval Streetscapes, Detroit, Michigan
- MDOT M-5 Streetscape Rehabilitation, Detroit, Michigan
- Villard Avenue Streetscape Charrette, Milwaukee, Wisconsin
- Cahoon Park, Bay Village, Ohio
- Toledo East Riverfront Glass City Metropark, Toledo, Ohio
- 13th Street Corridor Planning, Milwaukee, Wisconsin

EDUCATION

Bachelors of Science in Community and Regional Planning with a Minor in Sociology, Iowa State University, 2010

Masters of Landscape Architecture, with Honors, Kansas State University, 2013

REGISTRATIONS

Landscape Architect:
Wisconsin

LEED Green Associate

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

URBAN PLANNER

ALEX HUFF

AICP



Alex Huff specializes in planning and urban design. Her expertise includes comprehensive planning, strategic planning, corridor planning, redevelopment, downtown development, historic preservation, and zoning/form-based codes. She has a wealth of experience and education regarding community planning, design and architecture, and historic preservation. Her implementation-driven work style and passion for her work allow her to develop strategies processes that directly translate to high quality deliverables.

- MEDC Redevelopment Ready Communities Technical Assistance, Various Locations, Michigan
- Southtown Corridor Improvement District Plan, Grand Rapids, Michigan
- Affordable Housing Public Engagement and Vision, Ann Arbor, Michigan
- Las Vegas Master Plan, Las Vegas, Nevada
- East Carolina University Campus Plan, Greenville, North Carolina
- Predevelopment Site Visions, Jackson, Mt. Pleasant, Muskegon, Big Rapids, Michigan
- Hackley Campus Redevelopment Plan, Muskegon, Michigan
- Village of Grass Lake Master Plan, Grass Lake, Michigan
- Michigan Tech Campus Plan, Houghton, Michigan
- Toledo Riverwalk Commercial Corridor Strategy, Toledo, Ohio
- Troy Master Plan, Troy, Michigan*
- Howell Master Plan, Howell, Michigan*
- Centerline Capital Improvement Plan, Centerline, Michigan*
- Independence Township Master Plan, Independence Township, Michigan*
- Southfield SmartZone Action Plan, Southfield, Michigan*
- Springfield Township Design Guidelines, Springfield Township, Michigan*

EDUCATION

Master of Urban Planning, University of Michigan, 2014

5-21 Special Education Generalist, University of Colorado Denver, 2011

Bachelor of Science in Architecture, University of Michigan, 2010

REGISTRATIONS

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association

Michigan Historic Preservation Network

* Experience Prior to SmithGroup

URBAN PLANNER

CAELEY HYNES



Caeley Hynes specializes in urban design and planning and is a passionate planner who effectively communicates with various stakeholders and coordinates the production and analysis of diverse ranges of data. Her work on several recent master planning and zoning projects gives Caeley a range of project experience to draw from, and her passion for her work allow her to produce high-quality deliverables.

- MEDC Redevelopment Ready Communities Technical Assistance, Various Locations, Michigan
- Ann Arbor Affordable Housing Public Engagement, Ann Arbor, Michigan
- Big Rapids Downtown Zoning Code, Big Rapids, Michigan
- Village of Lexington, Master Plan Update, Lexington, Michigan
- Las Vegas Master Plan, Las Vegas, Michigan
- Romulus Ongoing Planning Services, Romulus, Michigan
- Downtown Plan, Marquette, Michigan
- Connecting the Rouge Regional Trail Plan, Wayne County, Michigan
- Euclid-Green Corridor Plan, Cleveland, Ohio
- Downtown + Residential Form-Based Code, Big Rapids, Michigan
- Downtown Design Guidelines, Dearborn, Michigan
- Zoning Ordinance Update, Wyandotte, Michigan
- Downtown Vision Plan, Muskegon Heights, Michigan
- Downtown Plan and Design Guidelines, Mahomet, Illinois
- Downtown Phoenix Partnership Curb Study, Phoenix, Arizona

EDUCATION

Bachelor of Art in Urban & Regional Planning, University of Illinois Champaign-Urbana

REGISTRATIONS

Michigan Association of Planning (MAP)

Illinois Association of Planning (APA-IL)

SECTION 3

SCOPE AND APPROACH

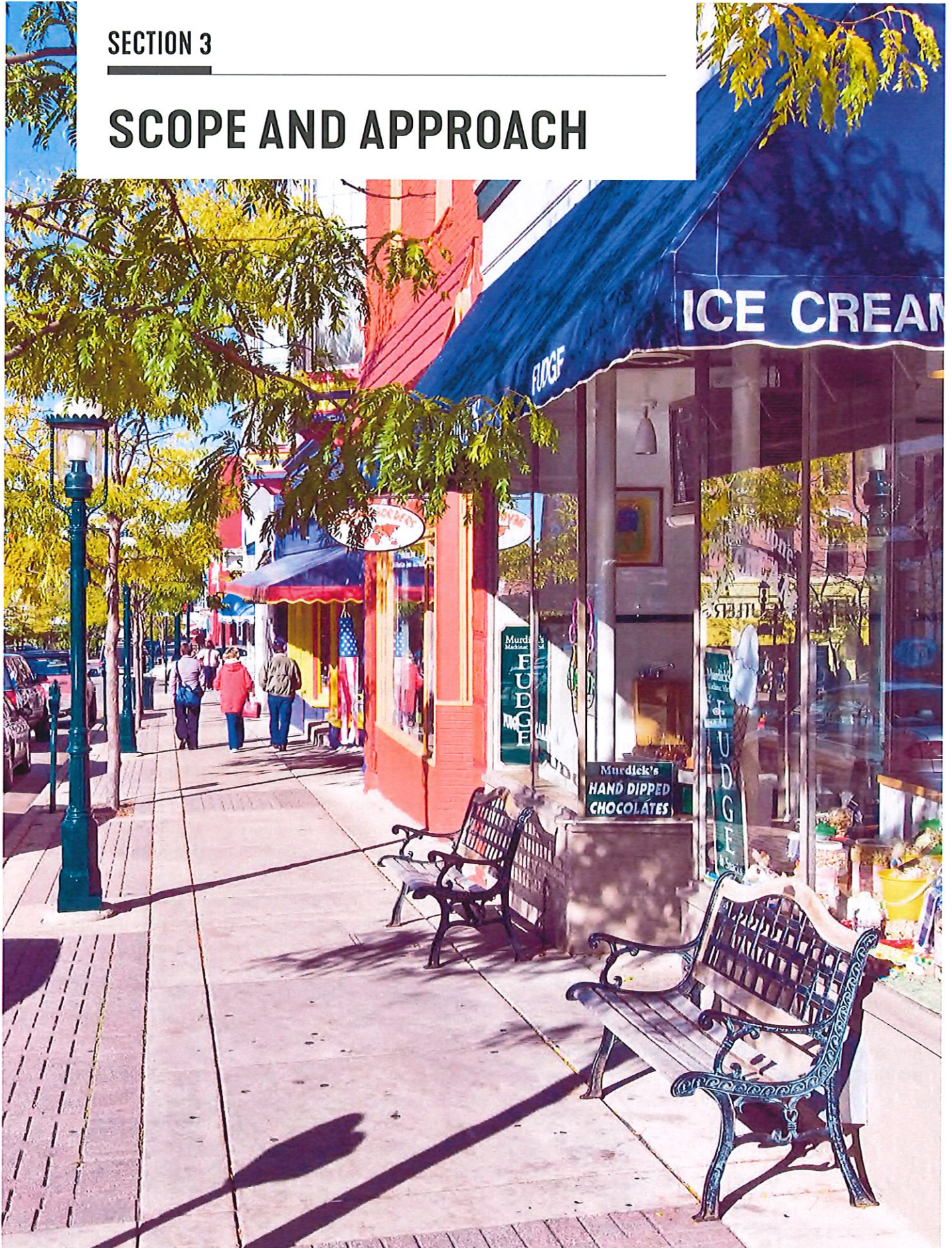


Exhibit B

APPROACH

COLLABORATIVE STRUCTURE & ROLES

Project outcomes are most successful and supportive when stakeholders and collaboration fuel the process—where all parties can roll up their sleeves and work through ideas and solutions together. While land use planning is complex and technical—it is imperative that the community has ownership over the ideas and their outcomes.

Our present reality has granted us the opportunity to elevate our equitable approach to engagement. No longer dependent on a select few who regularly attend public meetings, we strive to provide live and on-demand virtual options for people to participate as often as they can throughout the process.

For this project, we propose to deploy remote virtual collaboration tools and processes for transparent engagement and decision-making that are sound, defensible, and inclusive. The goal will be to break down the digital divide and make sure everyone is heard while maintaining the fundamentals that make engagement successful. Coupling our virtual web portal exercises with paper DIY Workshop kits worked well prior to the pandemic to bridge the digital divide and we have found an increase in participation from traditional open houses and workshops.

For the De Pere 2040 Comprehensive Plan Update and West Downtown Vision, the following groups are identified and referenced in this work plan:

- **City Staff:** We feel that project outcomes are best when we work closely and collaboratively in partnership with key staff. We anticipate that city staff will play a key role in the following:
 - Regular planning team coordination calls
 - Identification and coordination of stakeholders
 - Assisting with meeting logistics (finding spaces, invites, contacting groups, etc.)
 - Preparing communications, notices, and gathering/entering DIY paper kits
 - Leading breakout rooms' exercises (and additional focus groups not identified in the scope, if warranted)
 - Assist in gather applicable city data, plans, and resources for the Consultant Team
 - Collaborate with SmithGroup on GIS mapping and Hub site crafting
 - Timely review of deliverables and providing comments back to the Consultant Team
- **Steering Committee:** An inclusive and motivated steering committee is important for guiding the direction of the plan. The Steering Committee you have identified includes a broad range of stakeholders from De Pere and represents key constituencies and expertise. They will play a crucial role in vetting strategies and ideas, reviewing materials, informing processes decisions, and advocating on behalf of the process. We anticipate seven steering committee meetings over the course of the project.

Additionally, we suggest that the steering committee be further organized into smaller **working groups** aligned with the key comprehensive plan topics. Meetings or engagement efforts can be structured around these working groups depending on the depth of conversation needed.

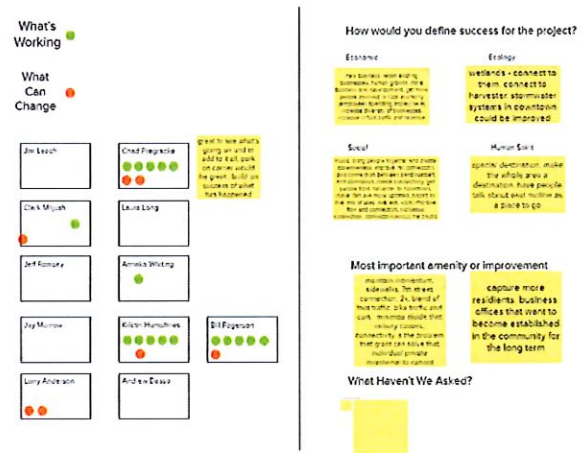


- **West Downtown Focus Groups:** This subset working group of the Steering Committee provides key leadership and direction for the West Downtown subarea plan. We propose exploding the two-to three-day charrette to align efforts with the comprehensive plan input and engage the focus group safely. They will be engaged four strategic times: in Phase 1 during the kickoff/tour and a follow up virtual online brainstorming meeting utilizing online whiteboard tool Mural; vetting alternatives during our Phase 2 in-person visit; and reviewing draft documents in Phase 3.
- **In-Person Visits:** This past year has proven we can be effective at engaging virtually, but we realize nothing compares to engaging in person. We are hopeful to schedule one in-person set of meetings per phase and can flexibly adapt for those unable to join us. We anticipate these workshop days to be focused engagement sessions that combine on-site, distanced tours, structured break out activities, distanced collaboration, and reporting out. They provide opportunities for stakeholders to sit down one-on-one with the planning team to talk through specific challenges or opportunities and build towards consensus. Phase 1's workshop visit will include a tour, steering committee, and downtown focus group session, Phase 2 will combine downtown charrette breakouts and public input on both plans, and Phase 3 will be adoption meetings at the Plan Commission and Common Council.
- **Public:** We feel—and our experiences have demonstrated—that the most successful engagement happens when you *go to where the people are*. We look forward to using city staff and the steering committee to help get out the word for our limited in-person contactless input sessions by tapping existing networks. We suggest reaching out to neighborhood, resident, and business associations by attending their regularly scheduled meetings and sharing links and DIY packets.
- **Pop-up Boards and DIY Survey Kits:** These kits will connect with people in the spaces they use, from parks to shopping centers to carry-out restaurants to book clubs and after-school pickups.
- **Online Portal:** We will provide substantial opportunities for virtual engagement, recognizing most participants will feel most comfortable with us meeting with them through a screen at home. Web-based surveys and mapping applications via an ArcGIS Online Hub site will be utilized to provide interactive mapping, polling, and information about the planning process and the current status of ideas, alternatives, and recommendations.

COMMUNICATION & EDUCATION PROGRAM

In order to have a clear and productive planning process, it is vital that the community is informed about the process and how they will be engaged. We will implement an education and communication program that *gives the community the tools and knowledge to provide constructive input*. Specific activities include:

- **Plan overview primer** that provides a plan overview and opportunities for engagement from the Public Participation Plan.
- **Build an online project portal** and information hub (Hub site) that provides a central source of information and frequent updates about the project. This can be built in a manner such that it is used throughout the process and can be utilized afterwards as a way of tracking implementation.
- **Implement an ongoing communication program** using print, signage, social media, radio, and other news outlets to reach the broadest spectrum of the population. We can assist with developing and distributing press releases.
- **Establish an identity and brand** for the planning effort itself to make it immediately recognizable and distinct across the community.



DESIGN PROCESS

SMITHGROUP'S DESIGN PROCESS IS THE CREATIVE ARC OF INTEGRATED DESIGN.

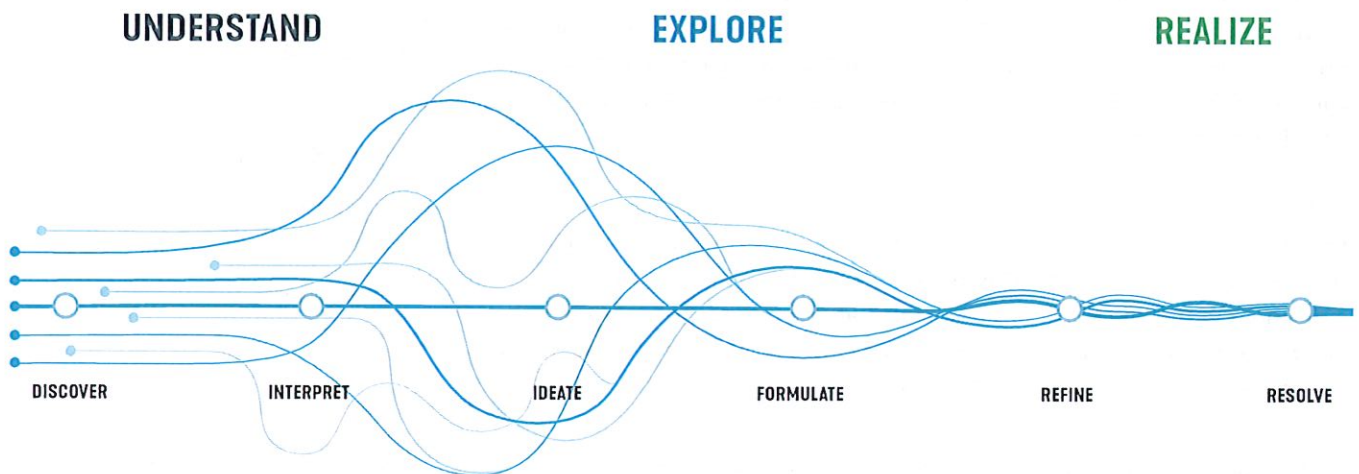
This arc engages the essential threads of each design opportunity—its unique drivers, diverse points of view, and collaborative disciplines. We apply a tenacious creativity taking three active roles from start to finish:

UNDERSTAND discovers and interprets relevant project knowledge to expand potential.

EXPLORE engages that potential—with multiple ideas and forms—then narrows the focus to decide on a direction.

REALIZE refines and resolves that direction to fulfill potential.

The City of DePere is the core of the process. To build a collaborative relationship with a long view, each client must know that we “get” them—and their stakeholders, aspirations, and challenges.



SCOPE

PHASE 1: UNDERSTAND

INTENT

The Understanding phase provides a solid foundation to build consensus around a set of community values and goals across the city and stakeholder groups. For both the Comprehensive Plan and West Downtown Plan, we will review past plans, gain understanding into key opportunities and challenges, and introduce the project to each stakeholder group. At the conclusion of this phase's input, we will draft a vision and goals, which will be translated into measurable objectives to be used in making decisions.

KEY COMPREHENSIVE PLAN TASKS

SmithGroup will review and mark up the existing comprehensive plan and create a proposed blueprint for edits. We will work with City Staff and the Steering Committee through a keep/toss/expand exercise for each section of the existing plan across two virtual meetings, evaluating what has been completed, what are still priorities, and what latest planning best practices should be included. The results of the audit/triage will be shared during the launch of the project website and exercises will focus on confirming the vision and goals.

KEY WEST DOWNTOWN TASKS

Our typical "Charrette Day 1" tasks will occur during this phase: a physically distanced walking/caravan driving tour of West Downtown (and key sites elsewhere in the city pertinent to Comp Plan revisions); and a follow up Focus Group virtual meeting to outline key opportunities and challenges and preliminary goals that will be used for garnering input during Public Meeting #1.

CITY STAFF SUPPORT:

- Coordinate tour logistics
- Provide consultant team with existing plans/studies
- Share GIS data and coordinate on online map delivery/Hub website
- Review/endorse PPP, draft website, and input activities
- Meeting notices, social media posts, and email blasts

★KEY CONSULTANT DELIVERABLES:

- Public Participation Plan (roadmap)
- Map atlas
- Comp Plan audit
- ArcGIS Hub Website + input activities
- Meeting agendas, materials, summaries

PHASE 1: UNDERSTAND TASKS, ROLES, AND SCHEDULE			Month 1	Month 2	Month 3	Month 4
1.1	Kick off call with staff		●			
1.2	SC #1 /Dtown Focus Group + tour		▲ ◆			
1.3	Background research		● →	★		
1.4	Public Participation Plan (roadmap)		● →	★		
1.5	Base map atlas		● →	★		
1.6	Build Hub website		→	→	→	★
1.7	Comp Plan audit		→	→		
1.8	SC #2 & #3 CP Audit Triage Calls			▲	▲	
1.9	West Dtown City Staff Call			●		
1.10	West Dtown Virtual Focus Group				◆	
1.11	Engagement questions/noticing			→	→	●
1.12	Public Mtg #1: Virtual Hub Launch					■

- City staff
- ▲ Steering Committee
- ◆ Downtown Focus Group
- Public Meeting
- ★ Consultant Deliverable

PHASE 2: EXPLORE

INTENT

The Exploration phase is about digging deeply into different plan alternatives and options with the community and stakeholders. This phase will be an interactive process of evaluating and refining different alternatives for each plan through a series of consensus-building exercises.

KEY COMPREHENSIVE PLAN TASKS

Plan revisions based on the feedback from Phase 1 will be drafted for review with City Staff and the Steering Committee at a series of three virtual meetings. During the drafting of the plan, we will identify key questions or concepts for consideration, evaluation, and/or prioritization by the public during Public Meeting #2.

KEY WEST DOWNTOWN TASKS

Based on input from Phase 1, SmithGroup will prepare a set of design, land use, and economic analyses and preliminary ideas for West Downtown. "Day 2" of the Charrette will start with a focus group where stakeholders will provide input on different public and private realm alternatives for key opportunities and catalytic projects in the West Downtown. SmithGroup's design team will craft concepts and alternatives that will be presented to the public for input during an evening Public Meeting #2. We will broadcast live or record the presentation and upload meeting materials/ draft concepts onto the project website for continued input following the in person meeting for those unable to attend in person.

CITY STAFF SUPPORT:

- Reviewing draft comp plan revisions
- Coordinating logistics for West Downtown Workshop + Public Mtg #2
- Meeting notices, social media posts, and email blasts

★KEY CONSULTANT DELIVERABLES:

- Comp Plan draft chapters
- West Downtown assessment/ analyses + meeting materials
- ArcGIS Hub Website + input activities
- West Downtown public + private realm alternative concepts
- Website draft review/ survey
- Meeting agendas, materials, summaries

PHASE 2: EXPLORE TASKS, ROLES, AND SCHEDULE			Month 5	Month 6	Month 7
2.1	Comp Plan drafting		★	★	★
2.2	SC # 4,5,6 on Comp Plan Drafts		▲	▲	▲
2.3	West Dtown physical assessment			★	
2.4	West Dtown base mapping			★	
2.5	West Dtown precedents/design ideas			★	
2.6	Dtown economic baseline analysis			★	
2.7	West Dtown Stakeholder Focus Group			◆	
2.8	West Dtown Public/Private Realm alternatives/design ideas			★	
2.9	Joint draft concept/alts Public Mtg #2			■	
2.10	Online draft review/survey			★	→

- City staff
- ▲ Steering Committee
- ◆ Downtown Focus Group
- Public Meeting
- ★ Consultant Deliverable

PHASE 3: REALIZE

INTENT

The Realization phase takes the preferred plan direction and breaks it down into actionable tasks in the short-term to see the plan implemented. This includes assembly of the final report documents and any supplemental documentation. This phase also includes ushering the plan through formal approval processes. Upon completion of draft documents, we will upload drafts to the project website for review and comment followed by adoption meetings at the Plan Commission and Common Council.

KEY COMPEHENSIVE PLAN TASKS

One set of revisions will be completed to reflect the input gained during Phase 2. This phase will include coordination with the implementation strategy for the West Downtown Plan and Cultural District Plan.

KEY WEST DOWNTOWN TASKS

Following the charrette workshop day, we will refine the draft public and private realm alternatives into refined strategies for different zones throughout West Downtown. The subarea vision strategies will be accompanied by a summary of the physical and economic analysis and public input. We will provide a high-level set of development costs for the preferred scenario based on information provided by the City. Implementation strategies will be complimentary to the Cultural District Plan and revised Comprehensive Plan for a seamless set of action steps.

CITY STAFF SUPPORT:

- Review draft plan revisions
- Meeting notices, social media posts, and email blasts
- Lead plan adoption process

★KEY CONSULTANT DELIVERABLES:

- Draft West Downtown Subarea Plan
- Final revisions to Comp Plan with unified implementation strategy for all three recent plans
- Final document pdfs, InDesign files, and transfer of GIS mapping

PHASE 2: EXPLORE TASKS, ROLES, AND SCHEDULE		Month 8	Month 9	Month 10	Month 11	Month 12
2.1	West Downtown Land Use/Character + Public Realm Vision and Strategy		→★			
2.2	West Dtown Implementation strategy		→★			
2.3	Comp Plan revisions		→★			
2.4	Website draft input/survey			★→	●▲◆■	
2.5	PC + CC adoption meetings					★●
2.6	Final packaging of materials				→	→★

- City staff
- ▲ Steering Committee
- ◆ Downtown Focus Group
- Public Meeting
- ★ Consultant Deliverable

SECTION 4

SCHEDULE

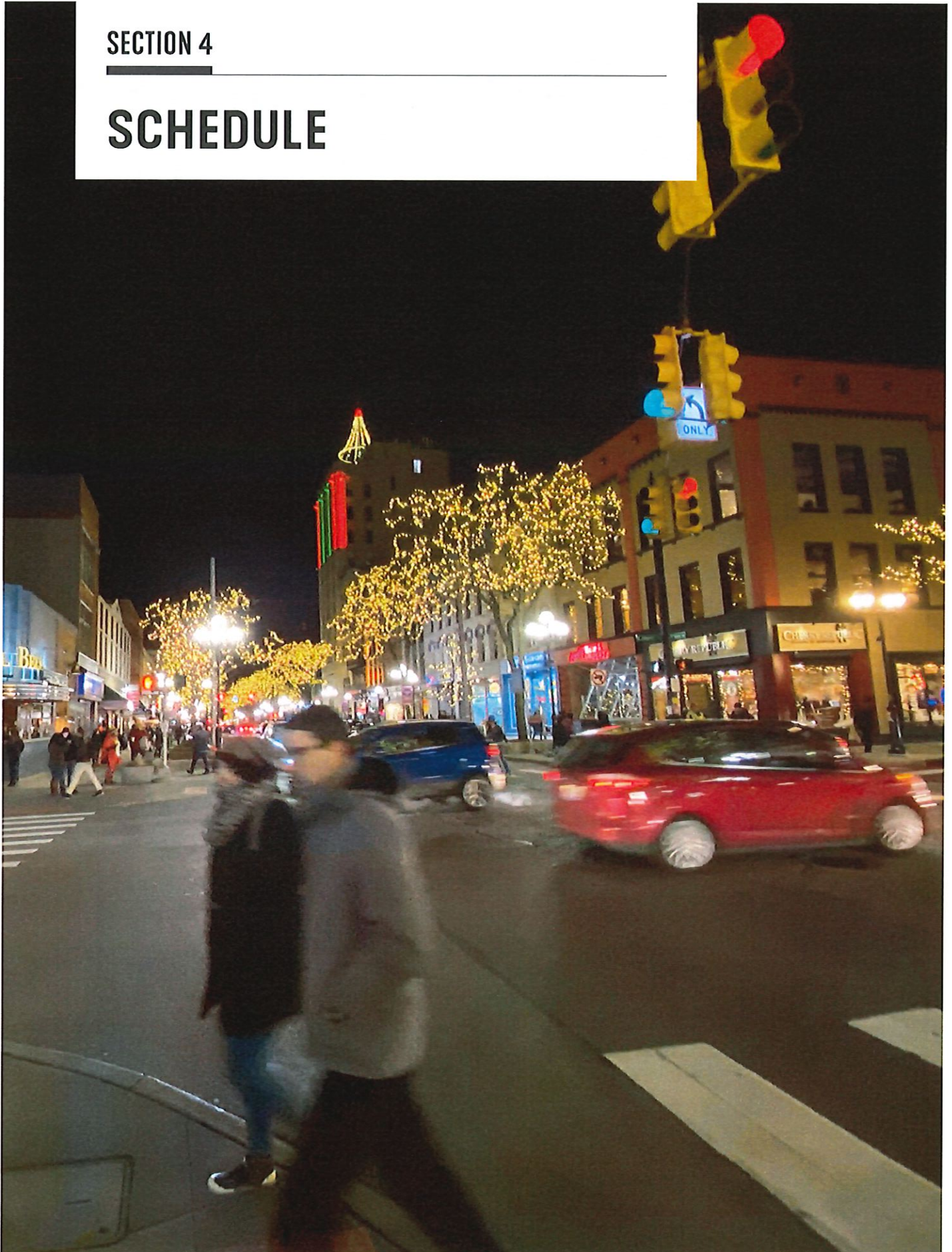


Exhibit B

MONTHS:		1	2	3	4	5	6	7	8	9	10	11	12
PHASE 1: UNDERSTAND													
1.1	Kick off call with staff	●											
1.2	SC #1 /Dtown Focus Group + tour	▲◆											
1.3	Background research	●											
1.4	Public Participation Plan (roadmap)	●	★										
1.5	Base map atlas	●	★										
1.6	Build Hub website			★									
1.7	Comp Plan audit		★										
1.8	SC #2 & #3 CP Audit Triage Calls		▲	▲									
1.9	West Dtown City Staff Call		●										
1.10	West Dtown Virtual Focus Group			◆									
1.11	Engagement questions/noticing				●								
1.12	Public Mtg #1: Virtual Hub Launch				■								
PHASE 2: EXPLORE													
2.1	Comp Plan drafting					★	★	★					
2.2	SC # 4,5,6 on Comp Plan Drafts					▲	▲	▲					
2.3	West Dtown physical assessment						★						
2.4	West Dtown base mapping						★						
2.5	West Dtown precedents/design ideas						★						
2.6	Dtown economic baseline analysis						★						
2.7	West Dtown Stakeholder Focus Group						◆						
2.8	West Dtown Public/Private Realm alternatives/design ideas						★						
2.9	Joint draft concept/alts Public Mtg #2						■						
2.10	Online draft review/survey							★					
PHASE 2: EXPLORE													
2.1	West Downtown Land Use/Character + Public Realm Vision and Strategy									★			
2.2	West Dtown Implementation strategy									★			
2.3	Comp Plan revisions									★			
2.4	Website draft input/survey										★	●▲◆■	
2.5	PC + CC adoption meetings (x2 mtgs)												★●
2.6	Final packaging of materials												★

- City staff (also at mtgs below)
- ▲ Steering Committee
- ◆ Downtown Focus Group
- Public Meeting
- ★ Consultant Deliverable
- Key Comprehensive Plan Tasks
- Key West Downtown Tasks
- With uncertainty around the pandemic continuing, we propose all virtual meetings except one in-person, physically distanced visit per phase, safety permitting.

SECTION 5

EXPERIENCE AND EXAMPLES

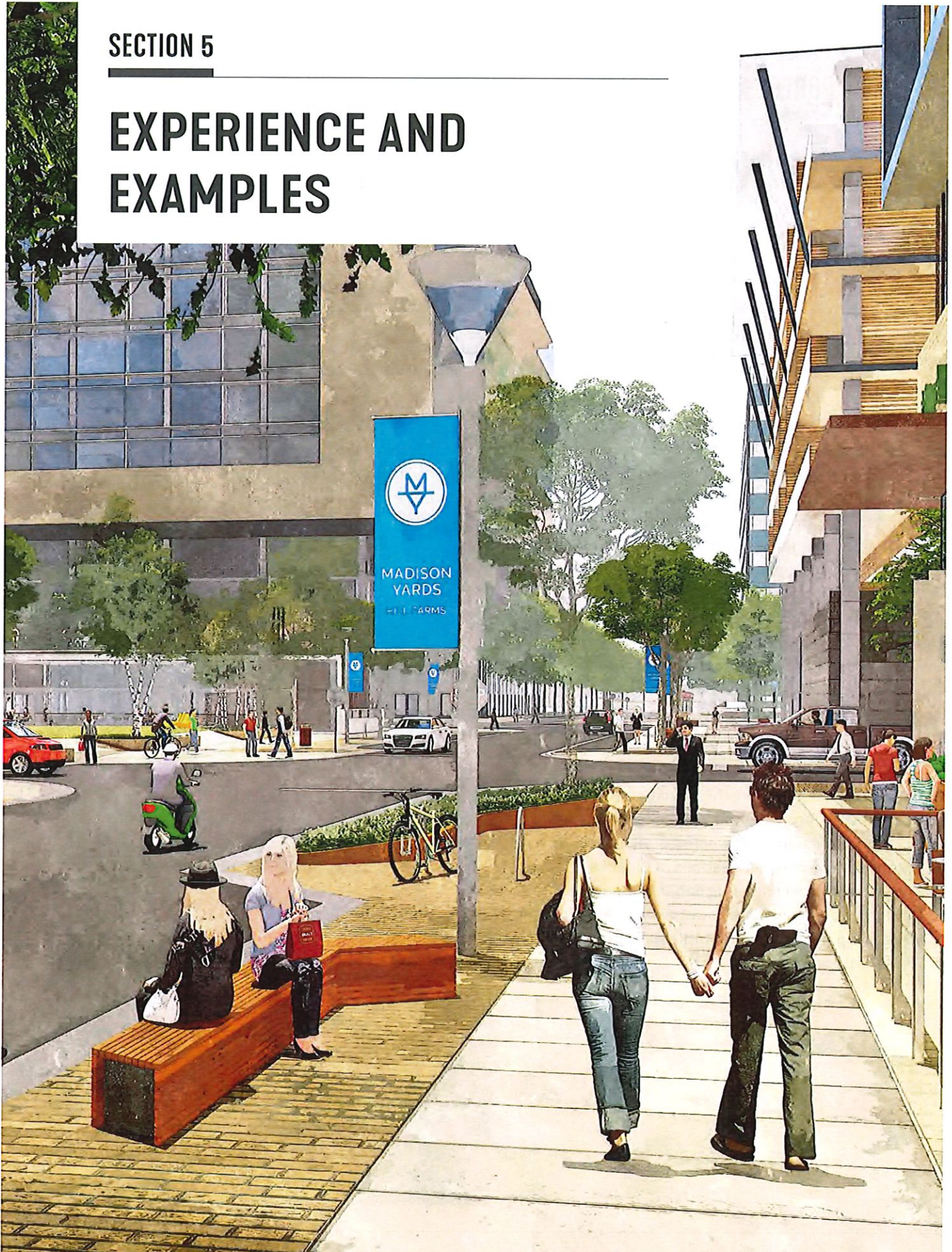


Exhibit B

CITY OF LA PORTE

CLEAR LAKE SUB AREA PLAN

LOCATION

La Porte, Indiana

REFERENCE

Nick Minich ■ City Engineer ■ 219.362.2327 ■ nminich@cityoflaportein.gov

La Porte, an aging rustbelt community in northwest Indiana, has among the lowest health metrics in Indiana. The City partnered with the Healthcare Foundation to undertake a district plan for a remediated industrial site, park, downtown, and hospital district built on improving connectivity, a sense of place, and opportunities for mixed-use and recreation uses to support healthy lifestyle choices. The Heart of La Porte is a long-term vision which identifies short-term redevelopment, placemaking, environmental stewardship, and recreation opportunities to create a holistic vision for healthy living. A multi-day charrette included walking tours, stakeholder meetings, and evening public sessions to vet placemaking and land use alternatives.

Beyond a long range vision, the plan identifies several catalytic projects that will be developed up to 30% level of design. The selected projects, include downtown streetscape renovations, a Clear Lake greenway, ecological shoreline enhancements, and a new communal greenspace downtown, seek to obtain funding and partnerships for implementation to put the vision into reality.



CITY OF LAS VEGAS

LAS VEGAS MASTER PLAN

LOCATION

Las Vegas, Nevada

REFERENCE

Marco Velotta ■ Planner ■ 702.229.4173 ■ mvelotta@lasvegasnevada.gov



With a vision to be the leader in resilient, sustainable cities and leverage the pioneering innovative spirit of its residents, the master plan will aid the City in providing equitable access to services and jobs in the new economy. Serving as a strategic framework, the Las Vegas Master Plan will lead future economic, social, cultural and quality of life improvements in Las Vegas by 2050. It will build on the effort, research and consensus that has been part of previous plans in the region and customize a set of solutions for the City of Las Vegas. SmithGroup is leading a team of consultants working collaboratively with city staff to create a vision framework while focusing on catalytic land use and open space strategies. Engagement efforts are focused

on education and building consensus among officials and the public to tackle challenges ranging from affordable housing to transit-oriented development to sustainable and smart development.

This transformative opportunity will allow the community to express their long-term vision, build health and resilience, energize programs, and proactively shape their environment. The planning process will serve as a mechanism to build collaboration between neighborhoods and their residents, the commercial districts and their businesses, and institutions and their services—improving the quality of life.

VILLAGE OF LEXINGTON

MASTER PLAN & ZONING ORDINANCE

LOCATION	REFERENCE
Lexington, Michigan	Holly Tatman ■ Village Manager ■ 810.359.8631 ■ htatmanvillagemgr@gmail.com



SmithGroup completed a Master Plan Update for the Village of Lexington to help redefine the waterfront, harbor, and downtown areas, while defining how the redevelopment will impact the greater village and the region. The master plan included coordination with concurrent efforts by the DNR and Army Corps of Engineers on planned improvements to the marina. Gibbs Planning Group prepared a market study for the downtown and CIB Planning lent their economic development expertise for a redevelopment strategy.

The master plan's focus on redevelopment and the downtown led to a concurrent zoning ordinance overhaul and capital improvements plan with Wade Trim. Robust public engagement included workshops, focus groups, and a steering committee to shape priorities related to preserving the village's small town charm while maximizing its waterfront access and tourism potential.

CITY OF DE PERE

DE PERE CULTURAL DISTRICT MASTER PLAN

LOCATION

De Pere, Wisconsin

REFERENCE

Kim Flom ■ Assistant City Manager ■ 972.547.7500



The City of De Pere hired SmithGroup to conduct a 3 day charrette to explore the potential for a cultural district in their downtown to make De Pere a distinguished hub of culture and arts in the Greater Green Bay metropolitan area.

The resulting plan provides guidelines for riverfront activation, trail connections and development patterns in the downtown. The cultural district will be anchored by the proposed Mulva Cultural Center, and include high quality dining and entertainment businesses amidst extraordinary views of the Fox River, public art of many forms and superior public realm and open spaces.



SG HILL FARMS LLC

MADISON YARDS AT HILL FARMS

LOCATION	REFERENCE
Madison, Wisconsin	Sean Roberts ■ Vice President■ 412.999.9643■ sroberts@summitsmith.com



Madison Yards at Hill Farms will be a vibrant mixed-use community within a community in Madison, Wisconsin. The project is envisioned as an experience-oriented, future-focused place to work, live, be social, be seen, dine, shop, and enjoy life as part of Madison’s progressive and craft culture.

A thoughtful and engaging planning and design process grew out of a successful partnership between the developers, CD Smith and Gilbane, and the

planners/designers, SmithGroup. The master plan for this key 21-acre parcel along Madison’s main east-west corridor, University Avenue, began with the consolidation of a State Department of Transportation office facility to make way for this unique development. The process included intense workshops with the city of Madison, residents and stakeholders to imagine a new kind of place and re-write the appropriate zoning codes to allow for the vision to become a reality.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

WYANDOTTE & OWOSSO COMPREHENSIVE PLANS

LOCATION

Wyandotte and Owosso, Michigan

REFERENCE

Michelle Parkkonen ■ Director ■ 517.599.8796 ■ parkkonenm@michigan.org

WYANDOTTE COMPREHENSIVE PLAN

As the "Downriver Downtown", Wyandotte is a well-preserved vibrant city south of Detroit situated on the Detroit River. Their previous master plan, now decades old, needed an overhaul to pull together a variety of recent initiatives and studies. A series of meetings and interviews were held to understand the full spectrum of redevelopment initiatives, many of which are undertaken by the City itself to promote acquisition and rehabilitation of historic homes and mixed-use properties. The draft plan will highlight key redevelopment sites, a preliminary non-motorized plan, an economic development strategy, and zoning recommendations to provide the city with targeted next steps to continue its strong redevelopment focus.



OWOSSO COMPREHENSIVE PLAN UPDATE

As an update and reorganization of the City's first comprehensive master plan, SmithGroup's plan will reflect changes that the City has experienced over the past 20 years. The Update will continue expansion of adjacent urban regions; address the decrease in industrial production and employment; expand the Baker College campus; address the aging neighborhoods, buildings and infrastructure in the city; and create a strong downtown revitalization by combining programming, grants and entrepreneurial activity. This Comprehensive Master Plan Update will position the City of Owosso to address the change that is anticipated over the next 10 to 20 years.



SECTION 6

COST



Exhibit B

COST

Below is SmithGroup's cost for this project broken down by the major tasks. Our work plan is structured on open and on-going communication, developing a deep understanding of your needs, and working with you and the community to identify and build a strategy around clear goals and metrics.

Our approach is crafted to be comprehensive and inclusive. If we are fortunate enough to be selected, we will work with you to review and refine the approach to create a shared strategy that will result in a clear vision for success.

PHASE	COST
Phase One: Understand	\$26,000
Phase Two: Explore	\$37,000
Phase Three: Realize	\$17,000
Total	\$80,000

Design a Better Future

SMITHGROUP

smithgroup.com

44 E Mifflin Street
Suite 500
Madison, WI 53703

		MONTHS:	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
1	PHASE 1: UNDERSTAND													
	1.0	Parking Study												
	1.1	Kick off call with staff	●											
	1.2	SC #1 /Dtown Focus Group + tour	▲◆											
	1.3	Background research	●											
	1.4	Public Participation Plan (roadmap)	●	★										
	1.5	Base map atlas	●	★										
	1.6	Build Hub website			★									
	1.7	Comp Plan audit		★										
	1.8	SC #2 & #3 CP Audit Triage Calls		▲	▲									
	1.9	West Dtown City Staff Call		●										
2	1.10	West Dtown Virtual Focus Group			◆									
	1.11	Engagement questions/noticing			●									
	1.12	Public Mtg #1: Virtual Hub Launch				■								
	PHASE 2: EXPLORE													
3	2.0	Set Milestone Visit #2 Logistics			●									
	2.1	Comp Plan drafting					★	★	★					
	2.2	SC # 4,5,6 on Comp Plan Drafts					▲	▲	▲					
	2.3	West Dtown physical assessment						★						
	2.4	West Dtown base mapping						★						
	2.5	West Dtown precedents/design ideas						★						
	2.6	Dtown economic baseline analysis						★						
	2.7	West Dtown Stakeholder Focus Group						◆						
	2.8	West Dtown Public/Private Realm alternatives/design ideas						★						
	2.9	Joint draft concept/alts Public Mtg #2						■						
	2.10	Online draft review/survey							★					
4	PHASE 3: REALIZE													
	3.0	Southeast Area Plan									▲			
	3.1	West Downtown Land Use/Character + Public Realm Vision and Strategy									★			
	3.2	West Dtown Implementation strategy									★			
	3.3	Comp Plan revisions									★			
	3.4	Website draft input/survey										★	●▲◆■	
	3.5	PC + CC adoption meetings (x2 mtgs)												★●
	3.6	Final packaging of materials												★

● City staff (also at mtgs below)

■ Key Comprehensive Plan Tasks

■ With uncertainty around the pandemic

▲ Steering Committee

■ Key West Downtown Tasks

continuing, we propose all virtual meetings except one in-person, physically distanced visit per phase, safety permitting.

◆ Downtown Focus Group

■ Public Meeting

★ Consultant Deliverable



1660 S Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116
WalkerConsultants.com

April 23, 2021

Mr. Tom Rogers
Principal, Urban Design and Waterfront Studio Leader
SmithGroup
44 East Mifflin Street, Suite 500
Madison, WI 53703

*Re: Proposal for Parking Planning Services
Downtown Parking Supply and Demand Analysis
De Pere, Wisconsin*

Dear Mr. Rogers:

Walker Consultants (Walker) is pleased to submit this proposal to SmithGroup (Client) related to parking planning in De Pere, Wisconsin (City) as part of SmithGroup's ongoing planning work with the City. Included herein is our understanding of this project and our proposed scope of services, schedule, fee, and general conditions of agreement. We appreciate and thank you for the opportunity to propose on this assignment.

PROJECT UNDERSTANDING

The City of De Pere, Wisconsin is currently engaged in both a Comprehensive Plan Update and West Downtown Vision Plan effort. In conjunction with these planning efforts, the City desires a Downtown Parking Supply and Demand Analysis to assess current parking and access conditions, and plan for future needs. Information from current planning and visioning will feed into projections of future parking needs that will be identified as part of this project. Specifically, the objectives of the Downtown Parking Supply and Demand Analysis include:

1. Evaluate current parking conditions in the Study Area, including supply and demand for public and private parking.
2. Assess current operational practices for the City's parking programs and identify potential improvements.
3. Assess how many additional parking spaces will be needed to serve the anticipated large redevelopment projects in the pipeline or anticipated downtown development in the next ten years.
Develop strategies for meeting expected future parking demand.

It is understood that this project will take place concurrently with the Comprehensive Plan Update and West Downtown Vision Plan and that some of the engagement will occur in tandem. Figure 1 below depicts the project study area.



Figure 1: Downtown Parking Supply and Demand Analysis Project Study Area



Source: City of De Pere, WI, 2021

Based on this understanding, Walker proposes the following scope of services.

SCOPE OF SERVICES

TASK 1: EVALUATE CURRENT CONDITIONS

1. Meet virtually with project personnel and City and Client representatives to kick-off the project and discuss study objectives, boundaries, parking opportunities and challenges, and project schedule and milestones.
2. Collect (via a request for information to City representatives and related project personnel) and review data and information. Data may include, but is not limited to:
 - a. Available parking inventory and utilization (occupancy) data;
 - b. Current and projected future land use data within the study area;
 - c. Information on current parking management, staffing, operations, and procedures;
 - d. Data and information on finances related to parking operations;
 - e. Citation/parking enforcement data and information;
 - f. Ordinance and policy information; and
 - g. Master planning data and information.



3. Review, analyze, and summarize data and information supplied and identify key findings.
4. Conduct an in-person walk-through of the Study Area with the Client to observe operations during typical conditions.
5. If needed, to supplement existing available data, conduct existing parking inventories of all on- and off-street parking within the study area (public and private). Inventories will include space counts, rates (if applicable), parking ownership/management, and restrictions (including visitor, employee, and residential delineations).
6. In coordination with City personnel, leverage City Drone Team capabilities to update parking occupancy data to understand current conditions. The scope and location of parking occupancy data collection will be determined in collaboration with project personnel. This proposal assumes that parking occupancy counts of all parking in the study area will occur on a weekday and a weekend day. Counts will be performed on a weekday and weekend day that best represents a typical busy day, identified in collaboration with project personnel.
7. Identify existing shared-use arrangements within the study area as well as potential opportunities for shared parking through site observation and evaluation.
8. Review current City ordinances, policies, and procedures related to parking and loading.
9. Develop three (3) distinct online stakeholder surveys with questions related to parking conditions, regulations, operations, needs, challenges, future conditions, and opportunities. Leverage City channels to disseminate the surveys and garner input.
10. Conduct one (1) in-person focus group with up to three (3) downtown stakeholder groups identified in collaboration with the City and project personnel. The focus group sessions will be facilitated small-group discussions related to parking conditions, regulations, needs, challenges, future conditions, and opportunities and will inform project recommendations.
11. Summarize existing conditions in figures, tables, maps, and narratives in PowerPoint for project discussion and collaboration. Information and materials will be incorporated into future engagement and project deliverable materials. Special attention will be paid to identifying and displaying, and summarizing parking hotspots and space surplus and deficit with the area under current conditions. Illustrations will be provided on a block-by-block basis.

TASK 2: ASSESS OPERATIONAL PRACTICES

1. Review and evaluate current operational and management parking procedures and practices, identifying deficiencies and opportunities for improvement.
2. Conduct a review of up to (3) peers identified in collaboration with the City and project personnel. Peer review will include desktop research and phone interviews, where necessary.
3. Summarize findings in figures, tables, maps, and narratives in PowerPoint for project discussion and collaboration.



4. Facilitate a virtual working meeting with City and project personnel to review findings from Task 1 and Task 2, identify deficiencies, needs, and challenges, coordinate on future conditions, needs, and scenarios, and establish the project's path forward. This charette will shape the understanding of project needs and potential strategic recommendations.

TASK 3: ESTIMATE FUTURE DEMAND

1. Obtain future economic development plans and any known changes to existing land use in the study area that will likely impact parking. This information may include the redevelopment of buildings or a change in tenant types. Walker will use data from the City's Comprehensive Plan Update and West Downtown Vision Plan, Downtown Master Plan, and Cultural District Master Plan, as well as other downtown planning efforts, as the baseline future development program.
2. Working in collaboration with City and project personnel, create a parking demand model and perform a shared parking analysis using Walker's shared parking model to project typical parking needs throughout a weekday under future condition assumptions. Project future parking needs (over the next ten years) by determining the future surplus or shortfall within the study area based on future market conditions. Create tabular and graphic illustrations of the parking system adequacy on a block-by-block basis. Parking needs projections will focus on, but not be limited to, parking needs associated with three known developments:
 - a. The 100 S Broadway/Front Street Block,
 - b. The former Shopko redevelopment site, and
 - c. The 400 Block of Main Ave.

Walker will prepare up to three (3) model scenarios of future parking needs.

3. Summarize findings in figures, tables, maps, and narratives in PowerPoint for project discussion and collaboration. Review summary with City and project personnel. Information and materials will be incorporated into future engagement and project deliverable materials.

TASK 4: DEVELOP STRATEGIES AND PRELIMINARY ANALYSIS/DESIGN

1. Drawing from the findings of Tasks 1-3, develop preliminary recommendations related to on and off-street parking supply, demand, operations, and strategic parking management. Recommendations will focus on promoting user access, service, and convenience while maximizing the use efficiency of parking assets. Review draft recommendations with City and project personnel. Strategies will focus on the following:
 - a. If data suggests imbalances of usage, recommend management and policy changes that could reduce congestion in affected areas.
 - b. Review existing vehicular and pedestrian access and circulation patterns for their relationship to existing parking lots. Review and comment on existing parking signage and wayfinding in conjunction with relevant downtown planning efforts, and identify opportunities for improvement, including sign location, quantity, information, and branding.



- c. Determine whether the number of spaces could be increased through restriping and efficiency improvements in existing facilities/lots.
 - d. Regulations, enforcement, operational, and management strategies to balance parking demand and optimize parking turnover for different user types.
 - e. Incorporation of technology and best practices for enforcement and parking operations.
 - f. If determined necessary and feasible through the work of Tasks 1-3, identify potential sites for structured and/or surface parking.
 - g. Provide a concept-level design and feasibility assessment of up to two (2) potential structured and/or surface parking locations. The assessment will identify site suitability, order of magnitude construction and maintenance costs, and relevant functional design and operational considerations.
 - h. Determine whether any existing public lots or on-street supply can be expanded to meet area parking needs.
 - i. Review demand and mobility initiatives and their impact on the downtown.
 - j. Determine an order of magnitude project cost, including estimated operational expenses, of potential strategies.
2. Facilitate a community open house to engage the public in facilitated activities and/or discussion centered around parking challenges and opportunities, future conditions, and potential improvements.
 3. Drawing from the community open house and findings of Tasks 1-3, develop strategic recommendations and an accompanying implementation action plan. Recommendations will be provided in near-term (implementation in two to three years) and long-term recommendations (implementation in 10 or more years) increments. The action plan will serve as a work planning guide for City personnel and will include information related to estimated costs, responsible party, funding sources, and other considerations determined in collaboration with City personnel.

TASK 5: DELIVERABLES

1. Based on collaboration with the Client, develop a recommended plan for operational and technology improvements, including appropriate management strategies to balance contract and transient parkers effectively.
2. Develop a report and accompanying PowerPoint that details assumptions, findings, and conclusions of Task 1-4. Submit a draft copy of the report and PowerPoint to City and Client representatives in PDF form for review and comment. The implementation action plan from Task 4 will be a distinct section of the report that can be extracted and used as a discussion tool. The PowerPoint will serve as a tool for City representatives to share information about the project after the project has concluded.
3. If necessary, present findings and conclusions to City personnel.
4. Consider comments received from the Client and develop and issue the final report in PDF format and PowerPoint.



Mr. Tom Rogers

April 23, 2021

Page 6

SCHEDULE & PROFESSIONAL FEE

Walker can commence work within one week of receiving a fully executed professional services agreement. Walker estimates that the proposed work and a draft report can be completed within six (6) months of receiving requested information from the City. Tasks 1 – 3 are anticipated to be completed by the end of August 2021. Tasks 4 and 5 are proposed to occur in September and October 2021, with completion at the end of October. This proposed schedule is subject to change based on project start date and project needs. A final report can typically be provided within two weeks of receiving Client comments on draft report. Draft reports will be considered final reports if no Client comments are received within 30 days of draft report issuance date.

Walker proposes to perform the scope of work described within this proposal for a lump sum fee of \$30,000 inclusive of reasonable project-related reimbursable expense basis in accordance with the attached General Conditions of Agreement.

TERMS AND CONDITIONS

The fees quoted herein shall remain firm for 30 days from receipt of this proposal. All services will be performed according to the terms and conditions of the attached General Conditions of Agreement for Consulting Services.

We thank you for the opportunity to assist you with this exciting project and look forward to providing SmithGroup with the high level of responsiveness and professionalism expected from Walker. Please review this proposal and let me know if you have any questions, or request changes.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in black ink that reads "Philip J. Baron".

Philip J. Baron
Director of Studies

A handwritten signature in black ink that reads "Kevin White".

Kevin White, AICP, CAPP
Parking and Mobility Consultant

Enclosures: *General Conditions of Agreement for Consulting Services*



Mr. Tom Rogers

April 23, 2021

Page 7

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

SMITHGROUP

Accepted by (Signature)

Printed Name

Title

Date

**GENERAL CONDITIONS OF AGREEMENT****FOR CONSULTING SERVICES**

PAGE 8

SERVICES

Walker Consultants ("WALKER") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER's specific written consent will be at CLIENT's sole risk.

PAYMENT FOR SERVICES

WALKER will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, additional service consultants, and other project-related expenses. Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, WALKER may, at its option, suspend or withhold services. The CLIENT agrees to pay WALKER a monthly late charge of one- and one-half percent (1½%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum.

STANDARD OF CARE

WALKER will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. WALKER's liability caused by its acts, errors or omissions shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. WALKER will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, WALKER makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
05/25/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Marsh USA Inc. One Towne Square Suite 1100 Southfield, MI 48076 Attn: detroit.certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
CN102397104-STND-GAWUE-21- WI SM6M2 093023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E : Lloyd's of London Syndicate #2987</td> <td>1128987</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : N/A	N/A	INSURER B : N/A	N/A	INSURER C : N/A	N/A	INSURER D : N/A	N/A	INSURER E : Lloyd's of London Syndicate #2987	1128987	INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** CHI-009850792-02 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
E	Architects & Engineers Professional Liability			80509FINPA2000117	09/15/2020	09/15/2021	Each Claim/General Agg 1,000,000 Retention 150,000

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

Re: Project No: SM6M2C6B. Project: City of De Pere Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study

CERTIFICATE HOLDER

City of De Pere, Wisconsin
 Attn: City Clerk
 335 South Broadway Street,
 De Pere, WI 54115

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
 of Marsh USA Inc.
 John C Hurley

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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/01/2021

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

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INSURER F :															
INSURED SmithGroup, Inc. 44 East Mifflin Street Suite 500 Madison, WI 53703															

COVERAGES **CERTIFICATE NUMBER:** CHI-009850794-03 **REVISION NUMBER: 5**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		83UUNOL5585	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		83UENOL5586	05/15/2021	05/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED. \$ 1,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP1S69859021NF	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WEOL6H7A (MI) AZ, CA, CO, DC, FL, GA, IL, KS, MA, MD, MN, MO, NJ, NY, PA, TN, TX, VA, WI	05/15/2021	05/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property - All Risk Subj. to Terms, Conds. & Excl.			83UUNOL5585 Flood/Quake Ded. - \$50,000	05/15/2021	05/15/2022	Limit \$ 1,000,000 BPP Deductible \$ 5,000

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

Re: Project No: SM6M2C6B. Project: City of De Pere Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study
 City of De Pere, Wisconsin is/are included as Additional Insured where required by written contract with respect to general liability and auto liability.

CERTIFICATE HOLDER

CANCELLATION

City of De Pere, Wisconsin Attn: City Clerk 335 South Broadway Street, De Pere, WI 54115	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 of Marsh USA Inc. John C Hurley
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**COMMERCIAL AUTOMOBILE
HA 99 16 03 12**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #22-29 Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Perkofski Boat Launch Dock Refurbishing.

The Board of Park Commissioners, at the March 17, 2022 meeting, approved the 2022 WDNR Grant Application for refurbishments to the Perkofski Boat Launch. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- Reso22-29 (PDF)
- Memo.Perkofski (DOCX)
- WDNR Complete Application - Perkofski Boat Launch 2022 (PDF)

RESOLUTION #22-29

AUTHORIZING SUBMISSION OF WISCONSIN DEPARTMENT OF NATURAL
RESOURCES BOATING AND FISHING STATE AND FEDERAL GRANT
APPLICATION FOR PERKOFSKI BOAT LAUNCH DOCK REFURBISHING

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) offers recreational boating facility construction grants under its Boating and Fishing State and Federal Grant Application Program; and

WHEREAS, such grant, if awarded, will be used by the City to refurbish one of the docks at the Perkofski Boat Launch, with the WDNR covering approximately 50% of costs up to a maximum grant amount of \$5,000; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the Director of Parks, Recreation & Forestry to:

- Submit an application to the WDNR for financial assistance as described above;
- sign necessary documents; and
- take all other necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees 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 6th day of April, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board Approval: 3/17/2022

CITY OF DE PERE MEMO



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

RE: WDNR Grant Application

We have submitted a draft grant application to you for consideration. The grant application is for our continued effort in renovating the boat docks at Perkofski Boat Launch. This would be the third of three docks we would have renovated. Once these are completed we would turn our focus onto the two fishing piers we have at the boat launch.

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 8/21)

Page 1 of 4

Notice: This form is authorized under s. 30.92, Wis. Stats. and 50 C.F.R. 80 Code of Federal Regulations. You must complete this form in order to apply for or receive financial assistance from the Wisconsin Department of Natural Resources. Failure to complete this form will result in denial of financial assistance. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Laws [ss. 19.31-19.39 Wis. Stats.]

1. Complete the suggested resolution in Section 10 or submit a resolution conforming to the appropriate section of ch. NR 7, Wis. Adm. Code.

2. Have you contacted your regional Grant Project Manager? ☒ Yes ☐ No

If you answered No  contact your Grant Project Manager.

3. Submit copies of all forms and attachments to your regional Grant Project Manager. See Section 8 for checklist of required attachments.

Date Approved	
Leave Blank - DNR Use	
Date Received	Project Number(s)

Notice to Applicant. If you are applying for a federal grant you will need a DUNS Number:

D&B D-U-N-S Request Service

DUNS Number

Section 1: Grant Programs

☒ **Recreational Boating Facilities (RBF) - Type of Project:**

- ☒ Development Project
- ☐ Aids to Navigation & Regulatory Markers
- ☐ Weed Harvesting Equipment
- ☐ Channel Dredging
- ☐ Trash Skimmer

☐ **Clean Vessel Act (CVA) - Type of Project:**

- ☐ Construction, renovation, operation and maintenance of pump out or dump stations and/or lift stations
- ☐ Education/Information

☐ **Sport Fish Restoration (SFR) - Type of Project:**

- ☐ Recreational Boating Access
- ☐ Fishing Pier or Flat
- ☐ Non-motorized launch, canoe, kayak or raft
- ☐ Feasibility Study

☐ **Boating Infrastructure Grant (BIG)**

Section 2: Applicant Information

Applicant/Organization Name		Address	
City of De Pere		925 S Sixth St	
Individual Authorized to Act on Behalf of Applicant per Resolution	City	State	ZIP Code
Marty Kosobucki	De Pere	WI	54115
Title	County		
Parks, Recreation and Forestry Director	Brown		
Phone Number (include area code)	E-mail Address		
(920) 339-4065	mkosobucki@deperewi.gov		
Cell Phone Number. (include area code)	Mail Check to (if different from applicant)		
(920) 639-1015			
FAX Number (include area code)	Organization		
(920) 339-4071			

Section 3: General Project Information

Project Title						
Perkofski Dock Refurbishing						
Project Location:						
County	Township	Range	☒ E ☐ W	Section	1/4 1/4	GPS Coordinates (Latitude/Longitude in DD)
Brown	23	N 20		21		4434593181/-88.0685634
Waterbody Name				Acres (DNR will fill in)		
Fox River						

Do you have the necessary permits for your project? ☒ Yes ☐ No

In order to qualify for funding you must submit the necessary permits.

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 8/21)

Page 2 of 4

Section 4: Financial Information		Leave Blank – DNR Use Only		
Total Project Cost	\$10,000	Total Project Cost		%
Source of Matching Funds				%
Applicant Share (Includes local budget, force acct., etc.)	\$5,000	Applicant Share		%
Other State funds/grants Specify:		Other State Funds/Grants		%
Other Federal funds/grants Specify:		Other Federal Funds/Grants		%
Other (Donations, etc.) Specify:		Other		%
Grant Request	\$5,000	Grant Awarded		%

Section 5: Required Project Information

Property Owner Name (if other than applicant)		Phone Number (include area code)	
Address	City	State	ZIP Code

☒ Public Entity
 ☐ Private Entity
 ☐ Lease or Easement
 Expiration Date: _____

Who will be responsible to build/operate/maintain the project for at least 20 years?

City of De Pere

Is this project new construction or a renovation of an existing facility?	☐ New ☒ Renovation	Number of vehicle/trailer parking spaces currently at the location:	68	How many vehicle/trailer parking spaces are you planning to add?	0
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For an inland lake project, what is the total number of vehicle/trail parking spaces currently on the proposed waterbody at public facilities?	Will your project have single vehicle parking spaces?	☒ Yes ☐ No	If yes, how many?	17
--	---	---	-------------------	----

For a Great Lake or river project, what is the distance to the nearest existing public access site?	Does your project location have any designated disabled parking space(s)?	☒ Yes ☐ No	If yes, how many?	4
---	---	---	-------------------	---

Is your project (boat launch, boarding dock, pier, restrooms, etc.) accessible to people with disabilities?	☒ Yes ☐ No	If no, are there any other locations on the waterbody accessible to people with disabilities?	☐ Yes ☐ No	If yes, where is the location?
---	---	---	--	--------------------------------

Does your project develop an access facility on an inland lake or river where no public access exists? ☐ Yes ☒ No

Is your project associated with a harbor of refuge or protected launch (structures such as bulkheads and breakwaters necessary to provide safe water conditions) ref. NR 7.03(14) ☐ Yes ☒ No	If yes, explain.
---	------------------

Will your project correct a significant health or safety hazard NOT due to inadequate routine maintenance? ☐ Yes ☒ No	If yes, explain.
---	------------------

Is this project required to fulfill a compliance order or court ruling? ☐ Yes ☒ No
If yes, include a copy with key provisions highlighted.

Describe the geography of the current site. Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.

The location is an operating boat launch with various amenities and features. It has two parking lots (upper and lower), restroom, open shelter, oak trees, storm water pond, and a short recreational trail.

☐ Check here if the applicant conducts a boating safety enforcement and education program approved by the Department of Natural Resources

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 8/21)

Page 3 of 4

Existing launch facilities:

Do you charge a launch fee? ☒ Yes ☐ No If yes, how much? \$6.00 If no, contact your Grant Project Manager.

New launch facilities:

Will you charge a launch fee? ☐ Yes ☐ No If yes, how much? _____

Do you have a budget for maintenance? ☒ Yes ☐ No

Have any of the following reviews been completed for the property? If yes, explain and/or provide a copy of the review

Rare Species ☐ Yes ☒ No

Phase I Environmental Site Assessment ☐ Yes ☒ No

Archaeological and Historical ☐ Yes ☒ No

What is the state of readiness of your project?

☒ Project has final engineering plans suitable for construction or construction bidding or project does not require further planning or design for construction to begin.

☐ Project has preliminary site plans but additional engineering or design work are necessary before construction can begin.

Are there any known controversies/complications with the proposed project? Are there any measures proposed to address the controversies/complications? Please identify any known controversies.

No

Section 6: Project Description & Proposed Timeframe

Use language that an evaluator unfamiliar with your project will understand. If the project will be completed in phases, please list specific work activities that will be undertaken during each phase.

The City of De Pere is planning to refurbish one of the five docks at Perkofski Boat Launch. This will be the third dock section out of the five that will be refurbished. The launch is located next to the Brown County Fairgrounds. The refurbishment would consist of repairing or replacing damage to the frame, in addition to replacing the wood skirts, stringers and decking with recycled plastic boards. The City intends to incrementally refurbish the docks every year until they are all completed.

Refurbishing would likely take place in November/December of 2022 in order to not disrupt the boating season.

Section 7: Project Feasibility Statement

Describe, justify and state the project objectives to include economic, environmental and engineering aspects (who, what, where, when and why). Include dimensions of the property and proposed facilities.

The frames and flotation of our docks are beginning to deteriorate after being installed just under 15 years ago. In an effort to increase safety to all users, it is the intention for the City to refurbish one dock section per year.

Section 8: Checklist For Projects

RBF	SFR	CVA	
☐	☐	☐	Project resolution by grant applicant authorizing participation (See Section 10 sample resolution)
☐	☐	☐	Statement of project's feasibility Section 7.
☐	☐	☐	Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☐	☐	☐	Project location clearly marked on a map
☐	☐	☐	Project area footprint (site plan detailed on a map)
☐	☐	☐	Topographical map of project location

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 8/21)

Page 4 of 4

RBF	SFR	CVA	
☐	☐		Illustration (drawings/photos) of project area in its current condition. Include existing boat launch, dock, restrooms, etc.
☐	☐		Drawings of the proposed project including buildings, parking lots, ramps, piers, etc.
☐	☐		Plans for launch ramps that show percentage of ramp slope, the water depth at the end of the ramp, and the width of the existing or proposed boarding dock or pier
☐	☐		Preliminary engineering plans for channel dredging
☐	☐	☐	Estimated construction timeline, including schedule of development phases Section 6 Project Descriptions and Proposed Timelines.
☐	☐	☐	Draft easement or lease document (if development project is on land not owned by applicant)
☐	☐	☐	Copy of required permits

Checklist for weed harvesting and trash skimmer equipment

☐			Project resolution by Grant Sponsor authorizing participation (See Section 10 sample resolution)
☐			Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☐			Copy of proof of approved weed harvesting management plan (weed harvesting equipment only)

Checklist for Navigational or Regulatory Markers

☐			Copy of permit (navigational or regulatory markers)
☐			A copy of the conservation warden permit showing where the buoys will be placed
☐			Information to include the name(s) of the water body, the number and description of the markers
☐			Grant Payment Request and Worksheet (Form 8700-001)
☐			Copies of all invoices or receipts
☐			Proof of Payment (either copies of the front and back of the cancelled checks, or bank statements showing the payments have been made)

Section 9: Certification

I certify that information in this application, and all its attachments, is true and correct and in conformity with applicable Wisconsin Statutes.

Name of Authorized Representative (<i>Type or Print</i>)	Title
Marty Kosobucki	Parks, Recreation and Forestry Director
Signature of Authorized Representative	Date Signed

Submit copies of all forms and attachments to your regional Grant Project Manager.

Section 10: Grant Project Resolution

Grant Project Resolution (Form 8700-388)

Perkofski Boat Launch

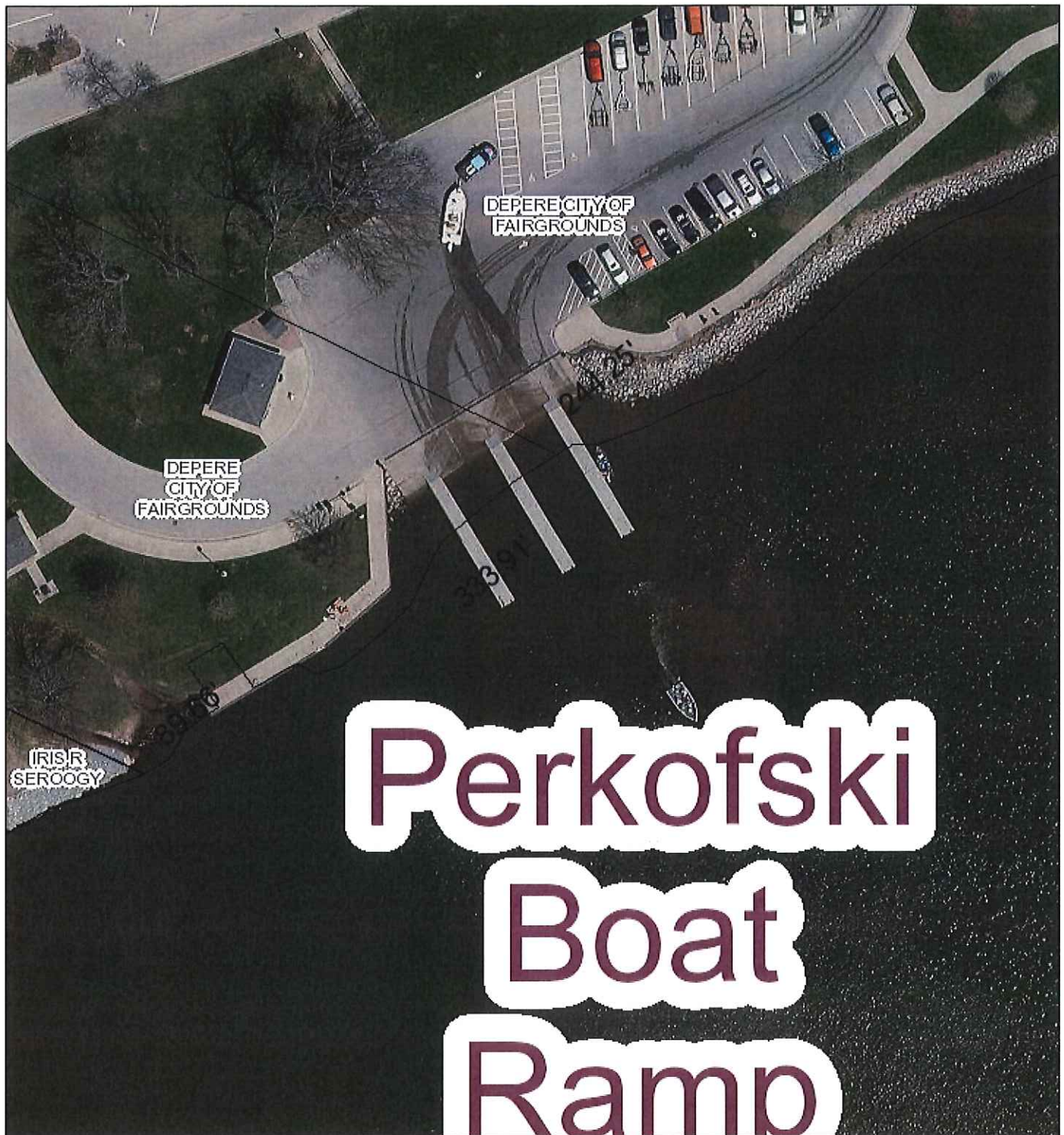


Perkofski Boat Launch
1500 Fort Howard Ave
De Pere, WI 54115

Perkofski Dock Refurbishments

The refurbishments will be to one of the five docks at Perkofski Boat Launch and will consist of repairing or replacing damage to the frame, in addition to replacing wood skirts, stringers, and decking with recycled plastic boards.

Perkofski Boat Launch Docks



Perkofski Boat Launch
1500 Fort Howard Ave
De Pere, WI 54115

Perkofski Dock Refurbishments

The refurbishments will be to one of the five docks at Perkofski Boat Launch and will consist of repairing or replacing damage to the frame, in addition to replacing wood skirts, stringers, and decking with recycled plastic boards.

MERRILL EQUIPMENT COMPANY
 2209 STURDEVANT ST
 MERRILL, WI 54452
 FAX 715-536-2472
 PHONE 715-536-2471

Quote

Date	Quote #
2/3/2022	4306

Name / Address
DE PERE, CITY OF 925 SOUTH SIXTH STREET DE PERE, WI 54115 email inv - Don Melichar

Ship To
DE PERE, CITY OF 925 SOUTH SIXTH STREET DE PERE, WI 54115

Requested By	PO			Terms	FOB
DON MELIC...	PERKOFSKI 2022			NET DUE	MERRILL
Item	Description	U/M	Qty	Cost	Total
30-MEMFG	DOCK REFURBISHMENT DOCKS 6' X 30' GANGWAYS 6' X 30' NEW WOOD SKIRTS NEW WOOD STRINGERS NEW KNURLED WEATHERWOOD DECKING ANY DAMAGE TO STEEL FRAMING REPAIRED/REPLACED	EA	1	8,365.83	8,365.83
FREIGHT	PICK UP & RETURN OF A COMPLETE DOCK & GANGWAY SECTION		1	840.00	840.00
NOTE	FLOATATION SYSTEM IS CARRYING DOCKS AT APPROXIMATELY 85% OF ORIGINAL DESIGN HEIGHT IF REPLACEMENT OF POLYSTYRENE FLOATATION IS DESIRED ADD: \$2,780			0.00	0.00
NOTE	QUOTE GOOD FOR 30 DAYS			0.00	0.00

QUOTE GOOD FOR 10 DAYS

Sales Tax (5.5%) \$0.00

Total \$9,205.83



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #22-30 Authorizing Terms of Service with MobStac Inc.
for QR Code Platform Services.

ATTACHMENTS:

- Reso22-30 (PDF)
- Mayor and Common Council - Recommendation of QR Code Generation Platform for Use by All City Departments (PDF)
- QR Code Service memo (PDF)

RESOLUTION #22-30

AUTHORIZING TERMS OF SERVICE WITH MOBSTAC INC. FOR QR CODE PLATFORM SERVICES

WHEREAS, the necessity for contactless engagement has resulted in city departments expressing interest in using QR codes, 2-D barcodes easily scannable by mobile devices, allowing instant access to media and content; and

WHEREAS, MobStac Inc. offers a QR code platform subscription, Beaconstac LITE, which would be managed by City's Information Technology Department to improve overall security of City's QR Code usage and ensure consistent branding throughout city departments.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Terms of Service Agreement with MobStac, Inc., subject to such changes deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of April, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

CITY OF DE PERE MEMO



To: Mayor James Boyd
Common Council Members
From: Steve Massey, City IT Director
Date: March 21, 2021
RE: Recommendation of QR Code Generation Platform for Use by All City Departments

QR codes are a type of 2-D barcode that can be easily scanned by nearly all mobile devices allowing for a simple way to access more information instantly. Worldwide usage of QR codes has dramatically increased since the start of the Covid-19 pandemic with the necessity of contactless engagement. Common examples of QR code usage include restaurant menus, newsletters, product information, sales and marketing, social media and websites.

Over the past several months numerous departments have expressed an interest in using QR codes in a variety of publications including business cards, employment recruiting, public works initiatives and police department forms. Upon researching QR code generation platforms it has become apparent that some city departments are already using QR codes as they are readily accessible via the Internet and very easy to create from any modern web browser.

To unify QR code efforts across all city departments I recommend subscribing to a QR code generation platform that would be managed by the IT department. City departments would need to submit a request to IT to have QR codes approved and generated. This would allow for consistent branding and improve the overall security of QR code usage. I have reviewed multiple QR code generation platforms and believe the Beaconstac QR Code platform provides the best overall feature set, ease of use and security. The cost of Beaconstac LITE is \$180/year and would be funded by the IT budget.

SDM

CITY OF DE PERE MEMO



To: Mayor James Boyd
Alderspersons
From: Judith Schmidt-Lehman, City Attorney
Date: April 6, 2022 (meeting date)

RE: **Terms of Service for Mobstac, Inc. QR Code Provider**

The Terms of Service for QR Code providers IT and the Law Department reviewed **other than** Mobstac, Inc. ("Mobstac") included indemnification and hold harmless/defend requirements whereby the City would have assumed all liability for any claims/actions against the provider arising from both the city's use of the platform and any 3rd party who used the city's QR developed code. The terms and conditions of the Mobstac platform contain the following limited indemnification and defend requirements:

- Mobstac agrees to indemnify and defend the City from 3rd party claims that:
 - ☐ City's use of Mobstac infringed the Intellectual Property (IP) of a 3rd party;
 - ☐ Death or bodily injury resulted from the negligence of Mobstac or its agents
- City agrees to indemnify and defend Mobstac from 3rd party claims based upon:
 - ☐ Violation by City/permitted user of any applicable law;
 - ☐ Mobstac's use of certain data infringed the IP of a 3rd party;
 - ☐ Death/bodily injury resulting from city's negligence

In addition to the indemnification and defend, Mobstac's terms and conditions limit its total liability to fees paid in a 12-month period OR, if based upon a purchased product, the cost of that product. Therefore, if the City is alleged to be involved in any activity resulting in a claim of injury or damage, there would be little likelihood of significant contribution from Mobstac toward the claim (assuming there are facts to support Mobstac's contributory obligations).

While these indemnification requirements are less intrusive than others looked at, all contracts which require the city indemnify the other party or limit the other party's liability require council approval. The risks associated with the use of the Mobstac platform are minimized as compared to other reviewed providers given the reduced scope of indemnification.

If you have any questions regarding this matter, please email me at: jschmidt-lehman@depere.wi.gov or phone me at (920)339-4042.

JSL

Cc: Lawrence Delo, City Administrator



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Appointment to Boards and Commissions by Mayor Boyd.

ATTACHMENTS:

- Appointment Memo_Apr 2022 (PDF)

Memo

City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointments and Reappointments
Date: April 6, 2022 (meeting date)

I am submitting the following name for appointment at the April 6, 2022 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

Commission**Appointment/Reappointment**

Housing Authority

Joshua DeVillers/Appointment

Mr. DeVillers is a Product Owner with United Clinical Services. He responded to the City's social media post publicizing vacancies on several of the City's boards and commissions. Mr. DeVillers has a great interest in Housing and Urban Development, and specifically requested appointment to the Housing Authority.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022
DEPARTMENT: City Clerk
FROM: Carey Danen
SUBJECT: Voucher approval.

ATTACHMENTS:

- 4-6-2022 VOUCHERS (PDF)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0302	AIRGAS USA LLC							
	I-9123491635	AIRGAS USA LLC	R	3/31/2022		187.81CR	098576	
	I-9123491636	AIRGAS USA LLC	R	3/31/2022		139.26CR	098576	
	I-9986323121	AIRGAS USA LLC	R	3/31/2022		518.52CR	098576	
	I-9986323122	AIRGAS USA LLC	R	3/31/2022		268.61CR	098576	1,114.20
0007	AMBROSIUS SALES & SERVICE							
	I-44415	AMBROSIUS SALES & SERVICE	R	3/31/2022		1,167.98CR	098577	
	I-44416	AMBROSIUS SALES & SERVICE	R	3/31/2022		20.32CR	098577	1,188.30
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS							
	I-13787	AMERICAN CONSERVATION & BILLIN	R	3/31/2022		1,042.00CR	098578	1,042.00
0560	AMERICAN PUBLIC WORKS ASSOCIATION							
	I-202203292842	AMERICAN PUBLIC WORKS ASSOCIAT	R	3/31/2022		1,000.00CR	098579	
	I-797093	AMERICAN PUBLIC WORKS ASSOCIAT	R	3/31/2022		50.01CR	098579	1,050.01
8517	ARBSESSION							
	I-112256	ARBSESSION	R	3/31/2022		35.48CR	098580	35.48
0496	ASTRO HYDRAULICS INC							
	I-71644	ASTRO HYDRAULICS INC	R	3/31/2022		107.70CR	098581	107.70
8362	AURORA HEALTH CARE							
	I-202203292843	AURORA HEALTH CARE	R	3/31/2022		25.00CR	098582	25.00
1698	B A T I							
	I-5679	B A T I	R	3/31/2022		526.00CR	098583	526.00
0020	BADGERLAND PRINTING INC							
	I-37837	BADGERLAND PRINTING INC	R	3/31/2022		48.00CR	098584	
	I-37864	BADGERLAND PRINTING INC	R	3/31/2022		320.00CR	098584	368.00
0023	BATTERIES PLUS LLC							
	I-P49394325	BATTERIES PLUS LLC	R	3/31/2022		43.47CR	098585	
	I-P49619760	BATTERIES PLUS LLC	R	3/31/2022		15.02CR	098585	58.49
0027	BAY TOWEL INC							
	I-4311556	BAY TOWEL INC	R	3/31/2022		103.58CR	098586	
	I-4318368	BAY TOWEL INC	R	3/31/2022		110.86CR	098586	
	I-4318369	BAY TOWEL INC	R	3/31/2022		167.26CR	098586	381.70

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0028	BAY VERTE MACHINERY INC							
	I-451317-00	BAY VERTE MACHINERY INC	R	3/31/2022		7,577.91CR	098587	
	I-451317-01	BAY VERTE MACHINERY INC	R	3/31/2022		324.99CR	098587	7,902.90
1315	BELLIN HEALTH							
	I-MB7766	BELLIN HEALTH	R	3/31/2022		32.46CR	098588	32.46
8413	JUSTINE BRAUN							
	I-202203292844	JUSTINE BRAUN	R	3/31/2022		36.93CR	098589	36.93
0038	BROADWAY AUTOMOTIVE INC							
	I-580019P	BROADWAY AUTOMOTIVE INC	R	3/31/2022		149.86CR	098590	
	I-581016P	BROADWAY AUTOMOTIVE INC	R	3/31/2022		332.08CR	098590	
	I-581135P	BROADWAY AUTOMOTIVE INC	R	3/31/2022		127.44CR	098590	
	I-581473P	BROADWAY AUTOMOTIVE INC	R	3/31/2022		20.77CR	098590	630.15
6967	BROCK WHITE COMPANY LLC							
	I-15311869-00	BROCK WHITE COMPANY LLC	R	3/31/2022		565.66CR	098591	565.66
0039	BROOKS TRACTOR INC							
	I-D99990	BROOKS TRACTOR INC	R	3/31/2022		10.29CR	098592	10.29
2984	BROWN COUNTY TREASURER							
	I-2022-00000002	BROWN COUNTY TREASURER	R	3/31/2022		265.10CR	098593	265.10
0050	CAMERA CORNER INC							
	I-INV39086	CAMERA CORNER INC	R	3/31/2022		3,050.00CR	098594	3,050.00
6724	CARASOFT TECHNOLOGY CORP							
	I-IN1129365	CARASOFT TECHNOLOGY CORP	R	3/31/2022		13,079.94CR	098595	13,079.94
0536	CDW GOVERNMENT INC							
	I-S726483	CDW GOVERNMENT INC	R	3/31/2022		202.81CR	098596	
	I-T048003	CDW GOVERNMENT INC	R	3/31/2022		194.60CR	098596	
	I-T064285	CDW GOVERNMENT INC	R	3/31/2022		2,266.50CR	098596	
	I-T499480	CDW GOVERNMENT INC	R	3/31/2022		8,250.00CR	098596	10,913.91
8443	CINTAS							
	I-4112471501	CINTAS	R	3/31/2022		38.85CR	098597	38.85
2708	CLEANING SOLUTION SERVICES INC							
	I-22174	CLEANING SOLUTION SERVICES INC	R	3/31/2022		349.48CR	098598	
	I-22177	CLEANING SOLUTION SERVICES INC	R	3/31/2022		81.69CR	098598	
	I-22178	CLEANING SOLUTION SERVICES INC	R	3/31/2022		217.00CR	098598	
	I-22188	CLEANING SOLUTION SERVICES INC	R	3/31/2022		640.63CR	098598	1,288.80

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5641	CLIA LABORATORY PROGRAM I-202203292845	CLIA LABORATORY PROGRAM	R	3/31/2022		180.00CR	098599	180.00
7337	COMPASS MINERALS AMERICA I-964016	COMPASS MINERALS AMERICA	R	3/31/2022		26,264.00CR	098600	26,264.00
7639	CORE & MAIN LP I-P539119	CORE & MAIN LP	R	3/31/2022		3,405.00CR	098601	3,405.00
0217	COUNTRY VISIONS COOPERATIVE I-202203292846	COUNTRY VISIONS COOPERATIVE	R	3/31/2022		4.01CR	098602	4.01
8755	CR CANVAS SPECIALTIES INC I-14485	CR CANVAS SPECIALTIES INC	R	3/31/2022		20.00CR	098603	20.00
7546	JASON CUMMINGS I-202203292847	JASON CUMMINGS	R	3/31/2022		154.03CR	098604	154.03
7769	DE PERE FIRE DEPT I-202203292848	DE PERE FIRE DEPT	R	3/31/2022		513.20CR	098605	513.20
0917	RICK W DE WEERT I-202203292849	RICK W DE WEERT	R	3/31/2022		98.34CR	098606	98.34
2624	DECKER SUPPLY CO I-918273	DECKER SUPPLY CO	R	3/31/2022		2,841.50CR	098607	2,841.50
0075	DIGGERS HOTLINE INC I-220 2 36401	DIGGERS HOTLINE INC	R	3/31/2022		231.94CR	098608	231.94
0085	EMERGENCY MEDICAL PRODUCTS INC I-2324002 I-2325188	EMERGENCY MEDICAL PRODUCTS INC EMERGENCY MEDICAL PRODUCTS INC	R R	3/31/2022 3/31/2022		175.88CR 406.20CR	098609 098609	 582.08
7422	EXCEL UNDERGROUND LLC I-9593	EXCEL UNDERGROUND LLC	R	3/31/2022		2,067.05CR	098610	2,067.05
0096	FIRE APPARATUS & EQUIPMENT INC I-22877	FIRE APPARATUS & EQUIPMENT INC	R	3/31/2022		152.32CR	098611	152.32
0200	FIRST SUPPLY LLC I-13123873-00 I-13131293-00	FIRST SUPPLY LLC FIRST SUPPLY LLC	R R	3/31/2022 3/31/2022		44.03CR 217.19CR	098612 098612	 261.22

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0107	FOX VALLEY TECHNICAL COLLEGE I-TPB0000705964	FOX VALLEY TECHNICAL COLLEGE	R	3/31/2022		80.00CR	098613	80.00
6170	DAN GATZ I-202203292850	DAN GATZ	R	3/31/2022		450.00CR	098614	450.00
8347	GFL ENVIRONMENTAL I-U60000060212	GFL ENVIRONMENTAL	R	3/31/2022		581.46CR	098615	581.46
6923	GORDON FLESCH COMPANY INC. I-IN13667704	GORDON FLESCH COMPANY INC.	R	3/31/2022		191.00CR	098616	191.00
0116	GRAINGER INC I-1443198041	GRAINGER INC	R	3/31/2022		122.74CR	098617	122.74
0351	HACH COMPANY I-12942555	HACH COMPANY	R	3/31/2022		223.00CR	098618	223.00
4902	HALRON LUBRICANTS INC I-1303955-00 I-1305110-00	HALRON LUBRICANTS INC HALRON LUBRICANTS INC	R R	3/31/2022 3/31/2022		528.81CR 124.02CR	098619 098619	 652.83
1	HERNANDEZ, HUGO I-202203292851	CALL-IN FEE	R	3/31/2022		5.00CR	098620	5.00
8756	HOWARD FABRICATION LLC I-39073	HOWARD FABRICATION LLC	R	3/31/2022		300.00CR	098621	300.00
1244	HOWARD IMMEL INC I-20-18 (12)F	HOWARD IMMEL INC	R	3/31/2022		10,000.00CR	098622	10,000.00
6589	HSBS EWD I-1145 I-1417 I-202203292852	HSBS EWD HSBS EWD HSBS EWD	R R R	3/31/2022 3/31/2022 3/31/2022		5.53CR 36.64CR 46.50CR	098623 098623 098623	 88.67
1252	HURCKMAN MECHANICAL INDUSTRIES INC I-W36564	HURCKMAN MECHANICAL INDUSTRIES	R	3/31/2022		6,539.00CR	098624	6,539.00
5484	HYDROCOP INC I-66146-IN	HYDROCOP INC	R	3/31/2022		3,015.00CR	098625	3,015.00

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6348	IMAGE INNOVATORS I-SINV43367	IMAGE INNOVATORS	R	3/31/2022		891.92CR	098626	891.92
1399	INDOFF INC I-3547783 I-3550899	INDOFF INC INDOFF INC	R R	3/31/2022 3/31/2022		79.06CR 78.41CR	098627 098627	 157.47
0567	INDUSTRIAL MARKETING CORP I-43956	INDUSTRIAL MARKETING CORP	R	3/31/2022		251.97CR	098628	251.97
8017	INTAB LLC I-191205A	INTAB LLC	R	3/31/2022		55.99CR	098629	55.99
8355	DANIELLE JAUQUET I-202203292853	DANIELLE JAUQUET	R	3/31/2022		189.82CR	098630	189.82
8364	JOHNSTONE SUPPLY I-6032979	JOHNSTONE SUPPLY	R	3/31/2022		93.76CR	098631	93.76
1276	JX ENTERPRISES INC I-14205225P I-14206699P I-14206987P I-14207133P I-14207144P I-14207638P I-14207764P I-14208332P I-14208960P I-14209375P	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R R R R R R R R	3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022		76.24CR 101.20CR 200.00CR 137.13CR 230.00CR 53.60CR 394.97CR 11.54CR 44.88CR 63.52CR	098632 098632 098632 098632 098632 098632 098632 098632 098632 098632	 1,313.08
3140	KUNDINGER FLUID POWER INC I-50683649	KUNDINGER FLUID POWER INC	R	3/31/2022		329.69CR	098633	329.69
0153	LAFORCE INC I-1186012 I-1186054	LAFORCE INC LAFORCE INC	R R	3/31/2022 3/31/2022		2,462.00CR 57.96CR	098634 098634	 2,519.96
6577	LAKELAND LAWN CARE I-104427	LAKELAND LAWN CARE	R	3/31/2022		5,710.20CR	098635	5,710.20
8757	LEAGUE OF WI MUNICIPALITIES I-202203292854 I-84117	LEAGUE OF WI MUNICIPALITIES LEAGUE OF WI MUNICIPALITIES	R R	3/31/2022 3/31/2022		600.00CR 1,000.00CR	098636 098636	 1,600.00

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6958	NATHAN MRSTIK I-202203292857	NATHAN MRSTIK	R	3/31/2022		75.65CR	098644	75.65
8431	MULTI MEDIA CHANNELS LLC I-35055 I-IN60003 I-IN60988	MULTI MEDIA CHANNELS LLC MULTI MEDIA CHANNELS LLC MULTI MEDIA CHANNELS LLC MULTI MEDIA CHANNELS LLC	R R R	3/31/2022 3/31/2022 3/31/2022		33.15CR 134.35CR 53.74CR	098645 098645 098645	221.24
3191	NCI I-AR24925	NCI	R	3/31/2022		52.40CR	098646	52.40
7252	NEWCOMERS I-6236	NEWCOMERS	R	3/31/2022		100.00CR	098647	100.00
0531	NORTHEAST AUTO PARTS INC C-364543 I-364434 I-364507 I-364722 I-364752 I-364767 I-364844 I-364917 I-364918 I-364923 I-3649246 I-364940 I-364948 I-365042	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R R R R R R R R R R R R R R R	3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022		352.61 127.89CR 83.94CR 16.18CR 62.13CR 22.08CR 32.64CR 3.66CR 7.32CR 170.99CR 29.44CR 63.34CR 21.74CR 74.22CR	098648 098648 098648 098648 098648 098648 098648 098648 098648 098648 098648 098648 098648 098648 098648	362.96
VOID	VOID CHECK		V	3/31/2022			098649	**VOID**
5433	NORTHEAST WI TECH COLLEGE I-CS35724 I-CS35779	NORTHEAST WI TECH COLLEGE NORTHEAST WI TECH COLLEGE NORTHEAST WI TECH COLLEGE	R R	3/31/2022 3/31/2022		275.00CR 25.00CR	098650 098650	300.00
2788	CHAD OPICKA I-202203292858	CHAD OPICKA	R	3/31/2022		216.69CR	098651	216.69
8327	OSBURN ASSOCIATES INC I-291346 I-291632 I-291633	OSBURN ASSOCIATES INC OSBURN ASSOCIATES INC OSBURN ASSOCIATES INC OSBURN ASSOCIATES INC	R R R	3/31/2022 3/31/2022 3/31/2022		638.50CR 345.75CR 624.00CR	098652 098652 098652	1,608.25

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4728	OSHKOSH FIRE & POLICE	EQUIPMENT INC						
	I-186977	OSHKOSH FIRE & POLICE EQUIPMEN	R	3/31/2022		17.00CR	098653	17.00
0499	PACK AND SHIP LLC							
	I-202203292859	PACK AND SHIP LLC	R	3/31/2022		16.52CR	098654	16.52
0197	PACKER CITY INTL TRUCKS INC							
	I-X101157389:01	PACKER CITY INTL TRUCKS INC	R	3/31/2022		111.92CR	098655	111.92
1331	PACKER FASTENER & SUPPLY INC							
	I-674636	PACKER FASTENER & SUPPLY INC	R	3/31/2022		666.08CR	098656	666.08
8758	PAX WATER TECHNOLOGIES							
	I-7007	PAX WATER TECHNOLOGIES	R	3/31/2022		322.00CR	098657	322.00
0208	POMP'S TIRE SERVICE INC							
	C-90076563	POMP'S TIRE SERVICE INC	R	3/31/2022		162.42	098658	
	I-90076557	POMP'S TIRE SERVICE INC	R	3/31/2022		433.06CR	098658	
	I-90076688	POMP'S TIRE SERVICE INC	R	3/31/2022		29.68CR	098658	
	I-90076693	POMP'S TIRE SERVICE INC	R	3/31/2022		36.80CR	098658	
	I-90076740	POMP'S TIRE SERVICE INC	R	3/31/2022		826.55CR	098658	1,163.67
1246	PREVEA HEALTH							
	I-136978	PREVEA HEALTH	R	3/31/2022		83.25CR	098659	83.25
0395	PRO ONE JANITORIAL INC							
	C-182141	PRO ONE JANITORIAL INC	R	3/31/2022		272.28	098660	
	I-182378	PRO ONE JANITORIAL INC	R	3/31/2022		1,280.00CR	098660	1,007.72
8067	QUADIENT LEASING USA INC							
	I-N9289647	QUADIENT LEASING USA INC	R	3/31/2022		320.67CR	098661	320.67
5402	R & R INDUSTRIES INC							
	I-617468	R & R INDUSTRIES INC	R	3/31/2022		438.62CR	098662	438.62
7584	R LEWIS TECHNOLOGIES INC							
	I-12219	R LEWIS TECHNOLOGIES INC	R	3/31/2022		226.55CR	098663	226.55
5973	RAE-COR DISTRIBUTING INC							
	I-34404	RAE-COR DISTRIBUTING INC	R	3/31/2022		410.78CR	098664	410.78
6948	RAY'S TIRE							
	I-1022820	RAY'S TIRE	R	3/31/2022		497.87CR	098665	497.87

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0398	REFRIGERATION SERVICES							
	I-127615	REFRIGERATION SERVICES	R	3/31/2022		66.00CR	098666	66.00
0227	REINDERS INC							
	I-6007572-01	REINDERS INC	R	3/31/2022		29.70CR	098667	
	I-6007813-01	REINDERS INC	R	3/31/2022		154.15CR	098667	
	I-6008100-00	REINDERS INC	R	3/31/2022		114.35CR	098667	298.20
8746	RK GRAPHICS							
	I-52028	RK GRAPHICS	R	3/31/2022		499.00CR	098668	499.00
8759	SAINT NORBERT COLLEGE	STRATEGIC RESEARCH INSTITUTE						
	I-1005	SAINT NORBERT COLLEGE STRATEGI	R	3/31/2022		6,250.00CR	098669	6,250.00
8747	SERWE IMPLEMENT							
	I-8735	SERWE IMPLEMENT	R	3/31/2022		169.40CR	098670	169.40
8202	SHERWIN WILLIAMS CO							
	I-8940-7	SHERWIN WILLIAMS CO	R	3/31/2022		182.47CR	098671	182.47
3545	SHORT ELLIOTT HENDRICKSON INC							
	I-421617	SHORT ELLIOTT HENDRICKSON INC	R	3/31/2022		54,094.09CR	098672	54,094.09
1446	SNAP ON INDUSTRIAL							
	I-ARV/51898969	SNAP ON INDUSTRIAL	R	3/31/2022		98.04CR	098673	98.04
0252	SOUTHSIDE TIRE CO INC							
	I-3106493	SOUTHSIDE TIRE CO INC	R	3/31/2022		42.80CR	098674	42.80
4094	STATE BAR OF WISCONSIN							
	I-5104722	STATE BAR OF WISCONSIN	R	3/31/2022		76.50CR	098675	76.50
0268	TRUCK EQUIPMENT INC							
	I-977984-00	TRUCK EQUIPMENT INC	R	3/31/2022		1,382.18CR	098676	
	I-979782-00	TRUCK EQUIPMENT INC	R	3/31/2022		101.73CR	098676	
	I-985154-00	TRUCK EQUIPMENT INC	R	3/31/2022		178.85CR	098676	
	I-994355-00	TRUCK EQUIPMENT INC	R	3/31/2022		21.84CR	098676	
	I-994606-00	TRUCK EQUIPMENT INC	R	3/31/2022		82.25CR	098676	1,766.85
6162	TRUGREEN							
	I-153990877	TRUGREEN	R	3/31/2022		57.75CR	098677	
	I-153999397	TRUGREEN	R	3/31/2022		57.75CR	098677	
	I-154002342	TRUGREEN	R	3/31/2022		63.00CR	098677	
	I-154004522	TRUGREEN	R	3/31/2022		57.75CR	098677	236.25

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7830	TUNDRA APPAREL AND PROMOTIONS I-5549	TUNDRA APPAREL AND PROMOTIONS	R	3/31/2022		443.25CR	098678	443.25
6900	TURRIFF PLUMBING INC. I-613	TURRIFF PLUMBING INC.	R	3/31/2022		670.00CR	098679	670.00
0416	TWIRL SEWER SERVICE I-34886	TWIRL SEWER SERVICE	R	3/31/2022		145.00CR	098680	145.00
5663	TYLER TECHNOLOGIES INC I-025-370795	TYLER TECHNOLOGIES INC	R	3/31/2022		2,995.48CR	098681	2,995.48
3858	ULINE I-145919828	ULINE	R	3/31/2022		402.93CR	098682	402.93
0272	UNIFORM SHOPPE INC C-C319906 I-318948 I-319142 I-319359 I-319400	UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R R R R R	3/31/2022 3/31/2022 3/31/2022 3/31/2022 3/31/2022		364.00 281.85CR 76.90CR 159.90CR 357.75CR	098683 098683 098683 098683 098683	 512.40
8760	URBAN EVOLUTIONS INC I-29573	URBAN EVOLUTIONS INC	R	3/31/2022		563.00CR	098684	563.00
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC I-8769	VANDEN PLAS PORTABLE SOLUTIONS	R	3/31/2022		150.06CR	098685	150.06
3767	VDH ELECTRIC INC I-24458	VDH ELECTRIC INC	R	3/31/2022		187.50CR	098686	187.50
8329	VECTOR SOLUTIONS SCHED CREWSENSE I-INV44492	VECTOR SOLUTIONS SCHED CREWSE	R	3/31/2022		3,583.20CR	098687	3,583.20
3707	VIKING ELECTRIC SUPPLY I-S005576693.001 I-S005587883.001 I-S005637967.001	VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY	R R R R	3/31/2022 3/31/2022 3/31/2022 3/31/2022		66.60CR 32.41CR 735.98CR	098688 098688 098688	 834.99
3311	VINTON CONSTRUCTION CORP I-21-06 (4) FINAL	VINTON CONSTRUCTION CORP	R	3/31/2022		23,479.25CR	098689	23,479.25

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8761	WALL MONKEY RENOVATIONS LLC							
	I-1182	WALL MONKEY RENOVATIONS LLC	R	3/31/2022		600.00CR	098690	
	I-1183	WALL MONKEY RENOVATIONS LLC	R	3/31/2022		400.00CR	098690	1,000.00
8380	WALLANDER SUPPLY CO							
	I-30423	WALLANDER SUPPLY CO	R	3/31/2022		203.00CR	098691	203.00
8272	CHAD WATTERUD							
	I-202203292860	CHAD WATTERUD	R	3/31/2022		61.89CR	098692	
	I-202203292861	CHAD WATTERUD	R	3/31/2022		205.10CR	098692	266.99
3709	WEST DE PERE HIGH SCHOOL							
	I-202203292862	WEST DE PERE HIGH SCHOOL	R	3/31/2022		210.00CR	098693	210.00
2645	WI DEPT OF JUSTICE							
	I-202203292863	WI DEPT OF JUSTICE	R	3/31/2022		315.00CR	098694	315.00
1033	WI MUNICIPAL CLERKS ASSOC							
	I-202203292865	WI MUNICIPAL CLERKS ASSOC	R	3/31/2022		45.00CR	098695	45.00
1437	WI MUNICIPAL JUDGES ASSOCIATION							
	I-202203292866	WI MUNICIPAL JUDGES ASSOCIATIO	R	3/31/2022		100.00CR	098696	100.00
0514	WI POLICY FORUM							
	I-202203292864	WI POLICY FORUM	R	3/31/2022		135.00CR	098697	135.00
0952	WI STATE FIRE CHIEF'S ASSOC INC							
	I-508	WI STATE FIRE CHIEF'S ASSOC IN	R	3/31/2022		475.00CR	098698	475.00
0300	ZARNOTH BRUSH WORKS INC							
	I-188186-IN	ZARNOTH BRUSH WORKS INC	R	3/31/2022		166.20CR	098699	166.20
7291	ERIC ZYGARLICHE							
	I-202203292867	ERIC ZYGARLICHE	R	3/31/2022		45.90CR	098700	45.90

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	123	0.00	230,575.60	230,575.60
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	125	0.00	230,575.60	230,575.60

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	3/2022	88,068.34CR
201	3/2022	7,767.57CR
208	3/2022	16.85CR
209	3/2022	13,116.87CR
292	3/2022	45.91CR
297	3/2022	19.43CR
405	3/2022	34,539.76CR
415	3/2022	56,380.59CR
601	3/2022	17,900.76CR
650	3/2022	12,719.52CR
=====		
ALL		230,575.60CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: April 6, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
