Common Council

Regular Meeting

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

Agenda

Tuesday, March 19, 2024 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **March 19, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the March 5, 2024 Common Council meeting.
4. Public Hearing on Zoning Map Amendment at the 100 Block - 600 Block of Third Street.

   A. Notice of Public Hearing.

   B. Recommendation from Plan Commission.

   C. Ordinance #24-06 Approving a Zoning Map Amendment from PI-1 Neighborhood Public & Institutional District to PI-2 Campus Public & Institutional District (Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, WD-732; 100-600 Block Third Street, also known as 100 Grant Street).
5. 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.
6. Recommendation from Finance/Personnel Committee to use $2,765 from the Fire Department Donation Account for boat work.

7. Recommendation from Finance/Personnel Committee to accept $500 donation from civic groups of De Pere for therapy dog Stanley.
8. Recommendation from Finance/Personnel Committee to approve 2024 Non-Benefit Eligible Employees Wage Scale.
9. Recommendation from Finance/Personnel Committee to approve agreement with Clarity Enrollment Solutions for voluntary employee benefits.
10. Recommendation from Finance/Personnel Committee to approve Additional Compensation Employment Agreement for Emotional Support Animal Care.
11. Recommendation from Finance/Personnel Committee to add a Forestry Supervisor Position to the Forestry Division, after July 1, 2024.
12. Recommendation from Finance/Personnel Committee to accept $1,000 donation from Kwik Trip, Inc. for the Police Training Center.
13. Recommendation from the Board of Public Works on implementing 2024 pilot program for full length sanitary lateral replacement through the utilization of ARPA funding.
14. Recommendation from the Board of Public Works on award of Contract 23-22 MSC Fuel Tank Replacement to Interstate Pump and Tank, Inc. in the amount of $624,640.00.
15. Recommendation from the Board of Public Works on award of Contract 24-01 Sewer and Water Relay and Street Resurfacing to Kruczek Construction, Inc. in the amount of $2,333,333.33.
16. Resolution #24-21 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (Verizon Wireless Antenna Installation-Merrill Street Water Tower).
17. Resolution #24-22 Authorizing Agreement for Consulting Services Between the City of De Pere and Utility Service Co., Inc. (2024 Reservoir & Tower Inspections).
18. Resolution #24-23 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).
19. Resolution #24-24 Authorizing Submission of Wisconsin Department of Natural Resources Urban Nonpoint Source & Storm Water Program Construction Grant Application.
20. Resolution #24-25 Authorizing Agreement for Contractor Services Between the City of De Pere and American Pavement Solutions, Inc. (Concrete Grinding Sidewalk-Various Locations).
21. Resolution #24-26 Approving Amendments to Sections 2, 3, 4, 5, 6, and 7 of the City of De Pere Employee Policy Manual.
22. Resolution #24-27 Authorizing Memorandum of Understanding regarding Nalox-Zone Boxes with Wisconsin Voices for Recovery.
23. Resolution #24-28 Establishing Non-Lapsing Funds as of December 31, 2023.
24. Resolution #24-29 Authorizing Agreement for Consultant Services Between the City of De Pere and Vogels Buckman Appraisal Group Inc.

25. Resolution #24-30 Authorizing Development Agreement Regarding Facility Construction Between the City of De Pere and Smet Properties, LLC (Parcel WD-D0076).

26. Resolution #24-31 Authorizing Development Agreement Regarding Building Construction Between the City of De Pere and GMS, Inc. (Parcel Nos. WD-L176-1 & WD-1138; Builders Court).

27. Update on Nelson Family Pavilion Construction Progress.

28. Appointment to the Green Bay Area Room Tax Commission by Mayor Boyd.

29. Future agenda items.

30. Consideration and Possible Action regarding EMS Service Contracts.

    PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

31. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Chris Dahlke, St. Norbert College
Kruczek Construction
American Pavement Solutions Inc.
USG Water Solutions
Dixon Engineering
Interstate Pump and Tank Inc.
KK Logistics
SEH

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the March 5, 2024 Common Council meeting.**

ATTACHMENTS:

- 3-5-24 Common Council minutes_draft (PDF)

Common Council

Regular Meeting

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

Draft Minutes

Tuesday, March 5, 2024 **7:30 PM** **Council Chambers and Virtual**

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the February 20, 2024 Common Council meeting.

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

4. Public Hearing on Zoning Map Amendment at Parcels ED-F0081-2, ED-F0081-5, ED-2387, ED-2388, and ED-2389 (2000 Block Profit Place).

   A. Notice of Public Hearing.

   The notice of public hearing was published in the Press Times on February 16th and February 23rd, 2024.

   B. Recommendation from Plan Commission.

   Development Services Director Dan Lindstrom reported that this amendment removes a Planned Development District (PDD) overlay which is no longer needed since the new zoning code was adopted. There will be several of these types of amendments coming before Council as staff works to clean them up. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

   C. Ordinance #24-04 Approving Zoning Map Amendment from C PDD Commercial with Planned Development District overlay to C Commercial District (Parcels ED-F0081-2, ED-F0081-5, ED-2387, ED-2388 and ED-2389; 2000 Block Profit Place).

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

5. Public Hearing on Zoning Map Amendment at Parcels WD-142 and WD-144-1-1 (925 South Sixth Street and 500 Block Lande Street).

   A. Notice of Public Hearing.

   The public hearing notice was published on February 16th and February 23rd, 2024 in the Press Times.

   B. Recommendation from Plan Commission.

   Development Services Director Dan Lindstrom reported that this is the first PI-2 zoning district change with a master plan review, and is for City-owned property. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

   C. Ordinance #24-05 Approving a Zoning Map Amendment from PI-1 Neighborhood Public & Institutional District to PI-2 Campus Public & Institutional District (Parcels WD-142 and WD-144-1-1; 925 South Sixth Street and 500 Block Lande Street).

   Development Services Director Dan Lindstrom fielded questions from alderpersons, explaining that the current PI-1 zoning classification would be for something like a park, while the term "campus" in the PI-2 designation simply refers to a larger site. Director Lindstrom also confirmed that the proposed Municipal Service Center (MSC) expansion is fully in line with the master plan.

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

6. Public Hearing on a Conditional Use Request for Landscape Materials and Supplies at Parcel WD-L281-1, 2108 Lawrence Drive.

   A. Notice of Public Hearing.

   The notice was published in the Press Times on February 16th and February 23rd, 2024.

   B. Recommendation from Plan Commission.

   Development Services Director Dan Lindstrom reported that Green Bay Nursery is looking to relocate to De Pere because their current location has been purchased for redevelopment. This new site is near the southern bridge corridor and the area will become more commercial over time. Director Lindstrom noted that the City has never had landscaping supply as a specified use in the zoning code. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the public hearing closed.

C. Resolution #24-17 Authorizing and Approving a Conditional Use of Landscape Materials and Supplies in a C (Commercial) District (Parcel WD-L281-1; 2108 Lawrence Drive).

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

7. 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.

8. Recommendation from the Board of Park Commissioners to accept a $500 donation from De Pere Optimist Club for Egg Hunt.

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

9. Recommendation from the Board of Park Commissioners to accept a $250 donation from De Pere Mens Club for Senior Picnic.

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

10. Recommendation from the Board of Park Commissioners to accept a $250 donation from De Pere Area Men's Club for Easter Egg Hunt.

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

11. Recommendation from the Board of Park Commissioners to accept a $250 donation from De Pere Area Men's Club for Summer Carnival.

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

12. Recommendation from the Board of Park Commissioners to approve Kay Distributing as beer distributor for 2024 Beer Gardens.

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

13. Recommendation from the Board of Park Commissioners to approve Change Order #7 in the amount of $5,671.00 for the Nelson Family Pavilion.

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

14. Recommendation from the Board of Park Commissioners to approve Camp Summer swimming adjustment.

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

15. Recommendation from the Board of Park Commissioners to approve pool party rates.

    Parks Director Marty Kosobucki reported that this is a new program for 2024. He stated that residents should not be concerned about pool parties limiting open swim time, because the parties would only be scheduled in conjunction with evening open swim when attendance is lower.

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

16. Recommendation from the Board of Park Commissioners to approve Syble Hopp aquatic fees adjustment.

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

17. Recommendation from the Board of Park Commissioners to approve the redirection of $8,960 in capital funds from a Riverwalk Project to purchase self-watering pots for the downtown area.

Parks Director Marty Kosobucki reported that this money was budgeted three years ago and was intended for a project with the Brown County Master Gardeners on a new bed out on the Riverwalk. The Master Gardeners no longer want to do that because the Army Corps of Engineers ripped out a previous flower bed they had planted because of a construction project. Director Kosobucki confirmed that these funds are separate from money allocated to Riverwalk maintenance.

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

18. Recommendation from the Board of Park Commissioners to approve the donor wall proposal from Fox Cities Sign for the Nelson Pavilion.

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

19. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for The Porch Bar LLC (DBA The Porch), 365 Main Ave Ste D. Submitted by The Porch Bar, LLC. Agent: Jackson Mankowski, De Pere, WI.

This item was taken up after item #7.

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

20. Resolution #24-18 Authorizing Agreement for Consulting Services Between the City of De Pere and Somerville, Inc. (De Pere Ice Arena - Facilities Condition Assessment).

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

21. Resolution #24-19 Authorizing Second Extension of Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.

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

22. Resolution #24-20 Authorizing Restated Agreement for Noxious Weed/Long Grass Cutting Services Between the City of De Pere and Lizer of Wisconsin, Inc.

Parks Director Marty Kosobucki explained that staff decided to extend the agreement rather than going out for bids for a few different reasons: staff knows that their pricing is fair; the contractor does a good job handling the sensitive nature of this type of work; and because the staff member who leads this project is retiring in a month.

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

23. Future agenda items.

Alderperson Carpenter requested a discussion about making some City roads available for UTVs. This will go to the Finance/Personnel Committee.
Alderperson Kundinger requested an update on the Rock the Block program. Staff will provide an update in the Friday memo to alderpersons, and then schedule for a future Council meeting.
Alderperson Hansen requested an update in the Friday memo regarding the excess Lambeau Field sales tax funds.

24. Adjournment.

Alderperson Carpenter moved, seconded by Alderperson Perock to adjourn the meeting at 7:59 PM. Upon vote, motion carried unanimously.

Respectfully submitted,

Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing on Zoning Map Amendment at the 100 Block - 600 Block of Third Street.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice_Zoning Map Amendment Third St_3-19-24 mtg_Class 2(PDF)

Publish: March 1, 2024 and March 8, 2024 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, March 19, 2024** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request for a zoning map amendment at the following property:

Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, and WD-732, 100 BLK-600 BLK Third ST, approximately 0.0 feet southeast from the Third ST and Main AV intersection, from PI-1 (Neighborhood Public & Institutional District) to PI-2 (Campus Public & Institutional District).

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

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

Dated this 27th day of February, 2024.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**B. Recommendation from Plan Commission.**

On February 26, 2024, Plan Commission recommended approval of the zoning map amendment by a vote of 6-0. Plan Commission member Brenda Busch decided to recuse from voting.

The Plan Commission recommendation included the review of a master plan that was created by the petitioner for the proposed PI-2 District.

ATTACHMENTS:

- PC Report - Zoning Map Amendment with Master Plan (PDF)
- Legal Description - Large Region (PDF)
- Master Plan - SNC Submittal Version - 12 Mar 2024 (PDF)

Item 4: Consideration and possible action for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to PI-2 (Campus Public & Institutional District) at 100 BLK-600 BLK Third ST, also known as 100 Grant ST (Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, WD-732).*

SITE MAP



REQUESTED ACTION:	Zoning Map Amendment Request with a Master Plan.
COMMON DESCRIPTION:	100 BLK-600 BLK Third ST, also known as 100 Grant ST, located southeast from the Third ST and Main AV intersection.
SURROUNDING LAND USES:	Industrial (I) and Fox River to the north. Public & Civic (PI-1) and Residential (R2-60) to the south. Fox River to the east. Public & Civic (PI-1) and Commercial (MX1) to the west.
COMPREHENSIVE PLAN:	Institutional/Governmental Facilities.

APPLICANT / OWNER:

Applicant and Property Owner
Saint Norbert College
ATTN: Chris Dahlke, Director of Facilities Management
100 Grant ST
De Pere, WI 54115-2002

LAND USE HISTORY:

After review of air photographs, the site has had college and residential uses. The college expanded southward to encompass the entire site by the 1980's.

STAFF REVIEW:

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

Comprehensive Plan

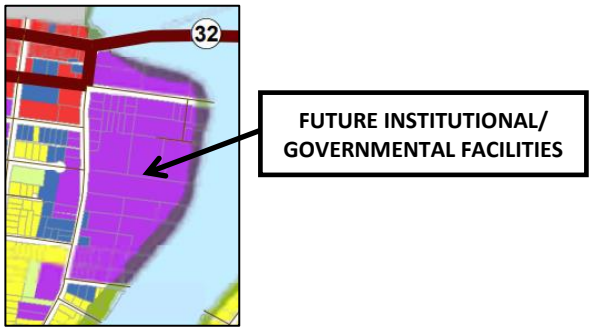
The 2010 Comprehensive Plan Update text and the Future Land Uses Map (Figure 2-6) identifies the future use as "Institutional/Governmental Facilities." The existing college use complies with the 2010 Comprehensive Plan Update.

Surrounding Land Uses

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

- Industrial and Water Features to the north.
- Transportation and Utilities and Neighborhood Residential (Including Multi-Family) to the south.
- Water Features to the east.
- Institutional/Governmental Facilities, Commercial, Transportation and utilities, and Neighborhood Residential (Including Multi-Family) to the west.

CLIP FROM FUTURE LAND USE MAP



Desired Development Patterns

If the Zoning Map remains unchanged as PI-1 then 11 residential, public and civic, commercial, industrial, recycling, and agricultural uses are permitted with 1 conditional use. If the Zoning Map is amended from PI-1 to PI-2 then uses may be permitted by using one of the two processes:

1. Securing conditional use permit approval.
2. Securing approval of a master plan.

The Zoning Map Amendment includes a master plan for approval. The master plan document is attached to this report. A summary of permitted uses and specific regulations in the master plan is summarized in the section titled "Proposed Master Plan Review."

The site is pedestrian and vehicle accessible with street frontage on Third ST, Main AV (a primary frontage street), and Stewart ST. The site is pedestrian accessible with developed sidewalks on all three streets.

Proposed Master Plan Review

The zoning map amendment includes a master plan. When changing a specific area from PI-1 District to PI-2 District, the master plan may include regulations and uses that are different than the Zoning Ordinance.

- The "Current Proposed Developments" table on page 6 of the master plan is an executive summary for the first proposed building for the site, which is a business building.
- The "Building Requirements" table on page 7 of the master plan is an executive summary of the proposed regulations.
- The "Principal Use Table" on page 8 of the master plan is an executive summary of existing and proposed uses that are permitted, prohibited, or permitted with a conditional use approval.

The following table compares the proposed master plan regulations and uses that are different than the existing Zoning Ordinance:

Proposed Master Plan Regulation or Use	Zoning Ordinance Regulation* or Use	Difference
15' non-primary Frontage Setback	10'	Increased by 5'
Front, side, or rear locations for Surface or Accessory Parking.	Rear, Limited Side Yard.	Adds front parking, expands side parking.
Front, side or rear locations for Refuse & Recycling, Utilities (appurtenances), & Loading Yard.	Rear only for refuse and for loading yard. Rear and side for appurtenances.	Adds front and side locations.
Front, side, or rear locations for Driveway Access. No direct drive access to Main AV or to Third ST if north of Reid ST.	Side or rear	Adds front access. Restricts drive access to Main AV and to part of Third ST for traffic flow and safety.
84' Maximum Building Height	54'	Increases by 30'
Zoning ordinance Article X (Landscaping and Screening) added as master plan Appendix F.	Article X	Same regulations now. The master plan regulation will not change if the Zoning Ordinance is revised.

50% of façade material may match existing buildings with non-conforming materials.	Tables 9-1, 9-2, 9-3, 9-4	Allows a non-conforming material if already existing on or near the building.
15% minimum transparency on entire façade.	15% per story for each of all stories	An entire façade may average 15% instead of 15% per floor.
52 Permitted Uses and 3 Conditional Uses.	Master plan may add uses for PI-2.	Allowed if master plan is approved.

**This PI-1 District currently utilizes the zoning regulations for MX1 District - Civic Buildings.*

When a master plan is submitted, there is an option to include a site plan as part of the approval process. The attached master plan does not include a site plan, so any site plans will be reviewed separately by staff.

NEIGHBOR OUTREACH: All property owners within 300 feet of the subject area were notified of the application via mail. No comments were received.

COMMENTS FROM STAFF: The following comment was received from staff:

- This master plan is for the area bounded by the Fox River to the north and east, Third Street to the west, and Stewart Street to the south. In the parking stall analysis, areas from outside of this master plan are taken into consideration when it comes to parking stalls. Public Works Staff does not think stalls from outside of the master plan area should be considered as part of this report. More than 1/4 of the stalls referenced are located west of fourth street. The report claims there is a 101 stall surplus in 2024, however due 1/4 of the stalls being located west of Fourth Street, staff has concerns of SNC traffic parking up City parking lots like Nicolet Square. The parking stalls at the new Business Center are being reduced by over 50 stalls. There are 460 employees and another 140 students commuting to SNC on a daily basis. They will find the path of least resistance and park where it is most convenient for them.

- Staff is in the process of reviewing parking study options for the City owned Nicolet Square parking lot, which is not designed as a campus parking lot. Options being considered include a permit system for public and employee parking in the Nicolet Square parking lot.

- SNC should create a policy or statement, to be added to the master plan, that indicates that commuter parking and employee parking must be in campus parking spaces.

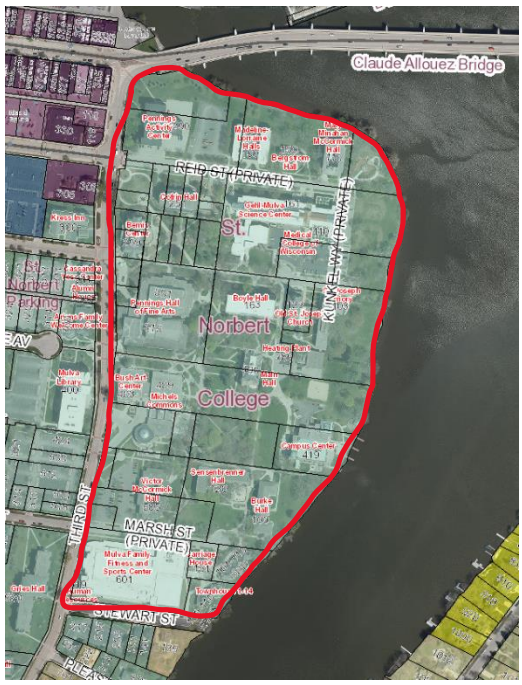
STAFF RECOMMENDATION: Staff recommends APPROVAL of the request for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to PI-2 (Campus Public & Institutional District) at 100 BLK-600 BLK Third ST, also known as 100 Grant ST. A zoning map amendment must comply with the following:

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

Note: Taking action to approve this zoning map amendment includes approval of the master plan.

PROPERTY DESCRIPTION FOR ZONING MAP AMENDMENT PURPOSES

Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, and WD-732, 100 BLK-600 BLK Third ST, approximately 0.0 feet southeast from the Third ST and Main AV intersection, and approximately 0.0 feet northeast from the Third ST and Stewart ST, and west from the Fox River.



MASTER PLAN
FOR
ZONING MAP AMENDMENT
FROM PI-1 DISTRICT TO PI-2 DISTRICT

Part of
St. Norbert College
100 Grant ST
De Pere, WI 54115-2002

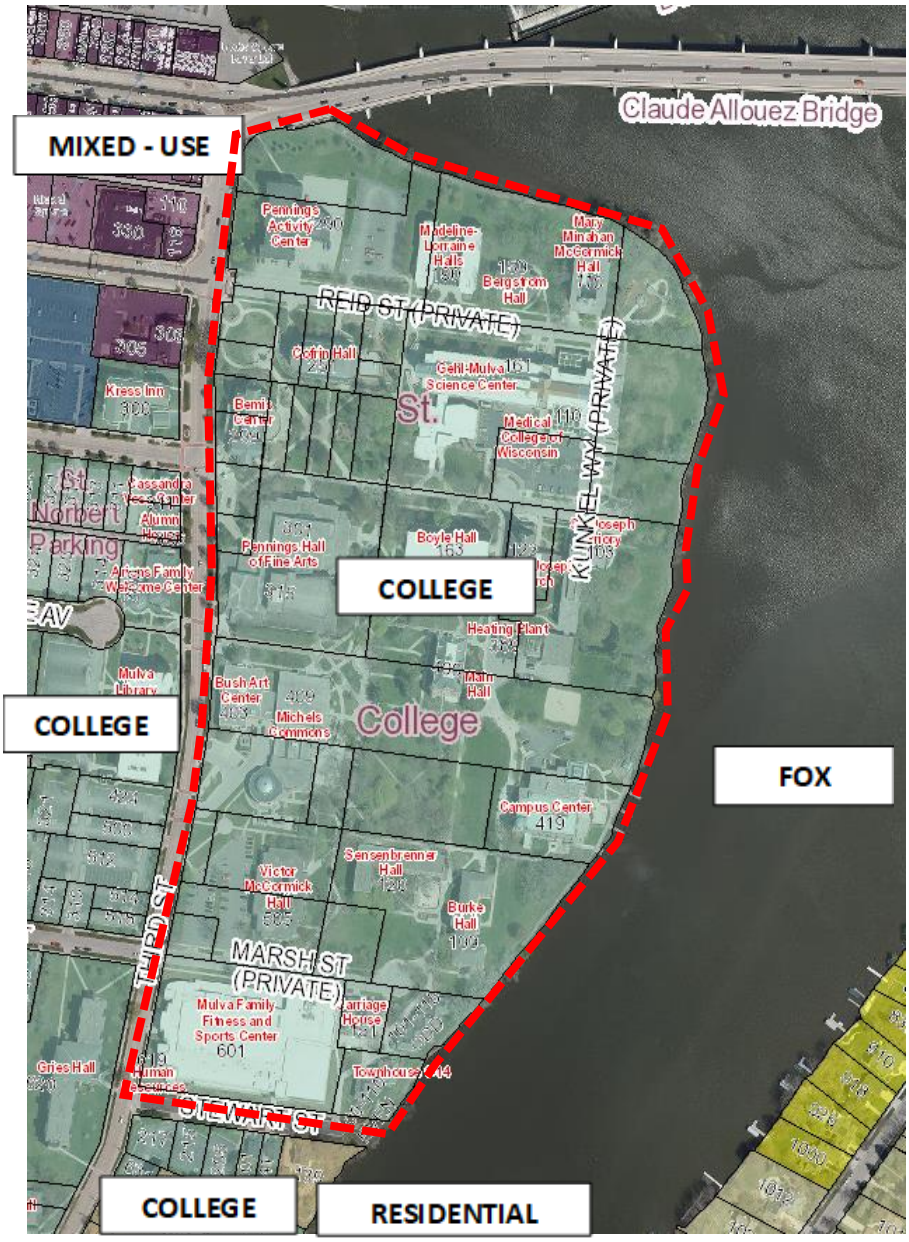
Document prepared by Chris Dahlke, Director of Facilities Management
St. Norbert College

1. Purpose

This Master Plan development is intended to define the current and proposed future uses in terms of zoning requirements of the St. Norbert College campus or portions as defined in the planning area section. The campus is not currently set up as a master planned district under current zoning regulations, as such any campus improvements must follow the most restrictive zoning of the neighboring properties. The primary driver of this change is the proposed construction of a new business building at the site of the former Pennings High School. The proposed project includes a new approximately 42,000 square foot educational facility with support structures and a 57 stall parking lot which is entered from Reid Street.

2. Planning Area

The St. Norbert Master Plan applies to the area located within the red polygon on the following map:



Although this application only covers the area in the red polygon, St. Norbert campus extends to the west encompassing many but not all of the parcel between third street and the railroad from east to west and from Grant Street to 1,200 feet to the south. Much of this area is occupied by college owned single family homes in addition to the College library, 2 residence halls, College support buildings, and the bulk of the College parking area. Due to the distinct differences in use between the east side of third street and the west side of the third street, these two areas will be handled at separate times in terms of updating the master plan. Regardless, reference in this document is made to amenities that support the great campus in this document that exist on parcels outside of the red polygon.

The Saint Norbert Master Plan applies to all the parcels within the above map. The parcels are:

WD-688	WD-22	WD-7
WD-954	WD-38	WD-949-1
WD-171	WD-696	WD-694
WD-40	WD-697	WD-36
WD-691	WD-34	WD-690
WD-952	WD-945-1	WD-951
WD-936	WD-953	WD-945
WD-692	WD-686	WD-698
WD-727	WD-687	WD-8
WD-728	WD-941	WD-13
WD-697-1	WD-27	WD-949
WD-689	WD-685	WD-693
WD-721	WD-695	WD-934
WD-942	WD-23	WD-732
WD-950	WD-905	

3. Existing Property Uses

Current uses of the site are Post Secondary Education and Religious uses including student residential housing, athletic facilities, office buildings, academic buildings, food service facilities, conference and events facilities, Student Life and Recreation facilities, outdoor athletic installations, art galleries, performance venues, academic research facilities, Library facilities, Hotel Facilities, Campus Safety and Security Facilities, Churches, Chapels, and Shrines. Also included are the parking lots, pedestrian pathways, landscaping, and ancillary utility services such as heating plants, chiller facilities, above ground fuel tanks, and refuse collection buildings. See the attachments listed below for additional campus details.

- See attachment A – Campus Map – Directional
- See attachment B – Campus Map – Alternative Map
- See attachment C – Building Inventory and Statistics

4. Proposed Uses and Development

Current Proposed Developments

Saint Norbert Campus	**New Business Building**
Floor Area	45,000 SF
Building Height	60 Feet
Setbacks	15’ Minimum Setback from Lot Lines, 50’ from Fox River
Open Space	50%
Motor vehicle Parking Ratios (stalls)	57 Vehicles, see parking analysis

In addition to the above table, see attachment D – Building School Program

NOTE: This program is preliminary but captures the character and rough physical statistics of the business building. Some details have been worked out further and will be referenced later. The final design is subject to the requirements laid out by this document and will be submitted for the appropriate reviews.

This building is the only anticipated new construction development at the time of the writing of this proposal. Any future developments will follow appropriate procedure to be added to the master plan.

Future development of this site must abide by the following table regarding lot size and setbacks. Note that within the boundaries of this request, St. Norbert College owns all the parcels. Where 2 or more SNC owned parcels abut each other no setback will be required at those lot lines. A CSM will be forthcoming combining multiple boundary lines as one.

Building Requirements

Applicable to entire site in addition to new Business building.

Code Category	Requirement	Notes
Minimum Lot Area	None Required	
Minimum Lot Frontage	None Required	
Minimum Building Setbacks		
Primary Frontage Setback	15 Feet	
Non-Primary Frontage Setback	15 Feet	
Minimum Side Setback	15 Feet	None when adjacent lot is owned by SNC
Minimum Rear Setback	15 Feet	
Minimum Setback from River	50 Feet	
Maximum Site Impervious Coverage	50%	
Additional Semi-Pervious Coverage	30%	
Surface or Accessory Parking Yard Location	Front, Side, Rear	
Refuse & Recycling, Utilities, & Loading Yard Location	Front, Side, Rear	
Permitted Driveway Access Location	Front, Side, Rear	No direct driveway from Main St. or 3rd North of Reid St. Buildings on Reid Street Enter on Reid St.
Maximum Building Height	84' Deck/Peak Height, does not include mechanical equipment or other appurtenances	Roof Top Mechanical, Electrical, or other Non-Structural installations require screening from primary frontage view
Landscape and Screening		
Appurtenance Screening	Per 14-92 (11)	
Street Right-of-Way Trees	Per Attachment F	
Parking Lot Interior Landscaping	Per Attachment F	
Foundation Landscaping	Per Attachment F	
Parking ratios	See Parking Study, ADA stalls by code	Parking for Campus to be considered in totality
Building Facade		
Façade Material	Combination of Masonry, Architectural Precast, Glazing, Metal Panel, Architectural Wood, and Direct Applied Finish Systems.	If existing elements outside of those listed are encountered on existing buildings, matching non-conforming materials is acceptable if at least 50% of the original non-conforming material is to remain
Minimum Transparency	15% of Entire Facade	

In addition to the requirements in the table listed above principal uses of the site (entire area in the red polygon) must be limited to the following table.

SAINT NORBERT COLLEGE PI-2
PRINCIPAL USE TABLE

RESIDENTIAL		
Household Living		
Single-Household	●	14-71(1)
Two-Household	●	14-71(1)
Three-to-Six-Household	●	14-71(1)
Seven+-Household	●	14-71(1)
Live-Work	●	14-71(1)
Group Living		
Adult Family Home	●	14-71(2)
Community Living Arrangement	●	14-71(2)
Foster Home	●	14-71(2)
Overnight Shelter	C	14-71(2)
Group Living not otherwise classified	C	14-71(2)
Neighborhood Clubhouse	–	14-71(3)
PUBLIC AND CIVIC		
Cemetery	–	14-72(1)
Club or Lodge	●	14-72(2)
College or University	●	14-72(3)
Hospital	–	14-72(4)
Library or Cultural Center	●	14-72(5)
Parks and Recreation	●	14-72(6)
Religious & Non-Secular Assembly	●	14-72(7)
Safety Service	●	14-72(8)
School	●	14-72(9)
Utilities and Public Service Facilities		
Minor	●	14-72(10)
Major	C	14-72(10)
COMMERCIAL		
Animal Service		
Boarding	–	14-73(1)
Grooming	–	14-73(1)
Veterinary	–	14-73(1)
Assembly and Entertainment		
Small	●	14-73(2)
Large	●	14-73(2)
Business or Trade School	●	14-73(2)
Commercial Service		
Consumer Maintenance and Repair	●	14-73(4)
Personal Service	●	14-73(4)
Studio or Instructional Service	●	14-73(4)
Other Service	●	14-73(4)
Day Care		
Day Care Home, Family	–	14-73(5)
Day Care Facility, Adult	●	14-73(5)
Day Care Center, Group	●	14-73(5)
Eating and Drinking Places		
Restaurant	●	14-73(6)
Bar	●	14-73(6)
Financial Service		
Financial Institution	●	14-73(7)
Convenient Cash Business	–	14-73(7)
Pawnshop	–	14-73(7)
Funeral or Mortuary Service		14-73(8)
Lodging		
Bed and Breakfast Inn	–	14-73(9)
Hotel	●	14-73(9)
Motel	●	
Short-term Rental	●	14-73(9)
Medical Service	●	14-73(10)
Office	●	14-73(11)
Parking, Non-accessory	●	14-73(12)

COMMERCIAL (Continued)		
Retail Sales		
Convenience Goods	●	14-73(13)
Consumer Shopping Goods	●	14-73(13)
Building Materials and Supplies	–	14-73(13)
Sexually Oriented Business	–	14-73(14)
Sports & Recreation, Participant		
Indoor	●	14-73(15)
Outdoor	●	14-73(15)
Vehicle Sales and Service		
Fueling Station	●	14-73(16)
Vehicle Sales	–	14-73(16)
Vehicle Rental	–	14-73(16)
Vehicle Maintenance & Repair, Minor	●	14-73(16)
Vehicle Maintenance & Repair, Major	–	14-73(16)
INDUSTRIAL		
Fabrication and Production		
Artisan	●	14-74(1)
Low-Zmpact	●	14-74(1)
Moderate-Impact	–	14-74(1)
High-Impact	–	14-74(1)
Industrial Service	–	14-74(2)
Storage, Distribution and Wholesaling		
Trucking & Transportation Terminal	–	14-74(3)
Warehouse	●	14-74(3)
Warehouse, Mini (Self-Storage)	–	
Wholesale Sales and Distribution	–	14-74(3)
Junk or Salvage Yard	–	14-74(4)
RECYCLING		
Composting, Yard Waste	●	
Construction/Demolition Debris	–	14-75(2)
Consumer Mater al Drop-off	–	14-75(3)
Consumer Material Processing	–	14-75(4)
AGRICULTURAL		
Community Garden	●	14-76(1)
Animal Agriculture	–	14-76(2)
Crop Agriculture	–	14-76(3)
ACCESSORY		
Backyard Cottage	–	14-27
Amateur Radio Service Antenna	●	14-78(2)
Crop Agriculture	–	14-78(4)
Drive-in/Drive-through Service	–	
Electric Vehicle Charging Station	●	14-78(6)
Geothermal Energy System	●	14-78(7)
Home Occupation, Type A	–	14-78(8)
Home Occupation, Type B	–	14-78(8)
Outdoor Display	●	14-78(9)
Outdoor Storage	●	14-78(10)
Residential Composting	–	14-78(11)
Satellite Dish Antenna	–	14-78(12)
Secondary Suite	–	14-78(13)
Solar Energy System	●	14-78(14)
OTHER		
Wireless Telecommunications	●	

Key	
Permitted	●
Prohibitted	–
Conditional Use	C

5. Transportation Plan

See attachment E – Parking Study
St. Norbert College Parking shall be considered in whole (all campus parking) by project submittal. Parking counts shall be reviewed each project submission to ensure proper ratios are maintained. See attachment E – Parking Study

Parking counts for the entire campus at the time of this proposal must be maintained to or in excess of the following:

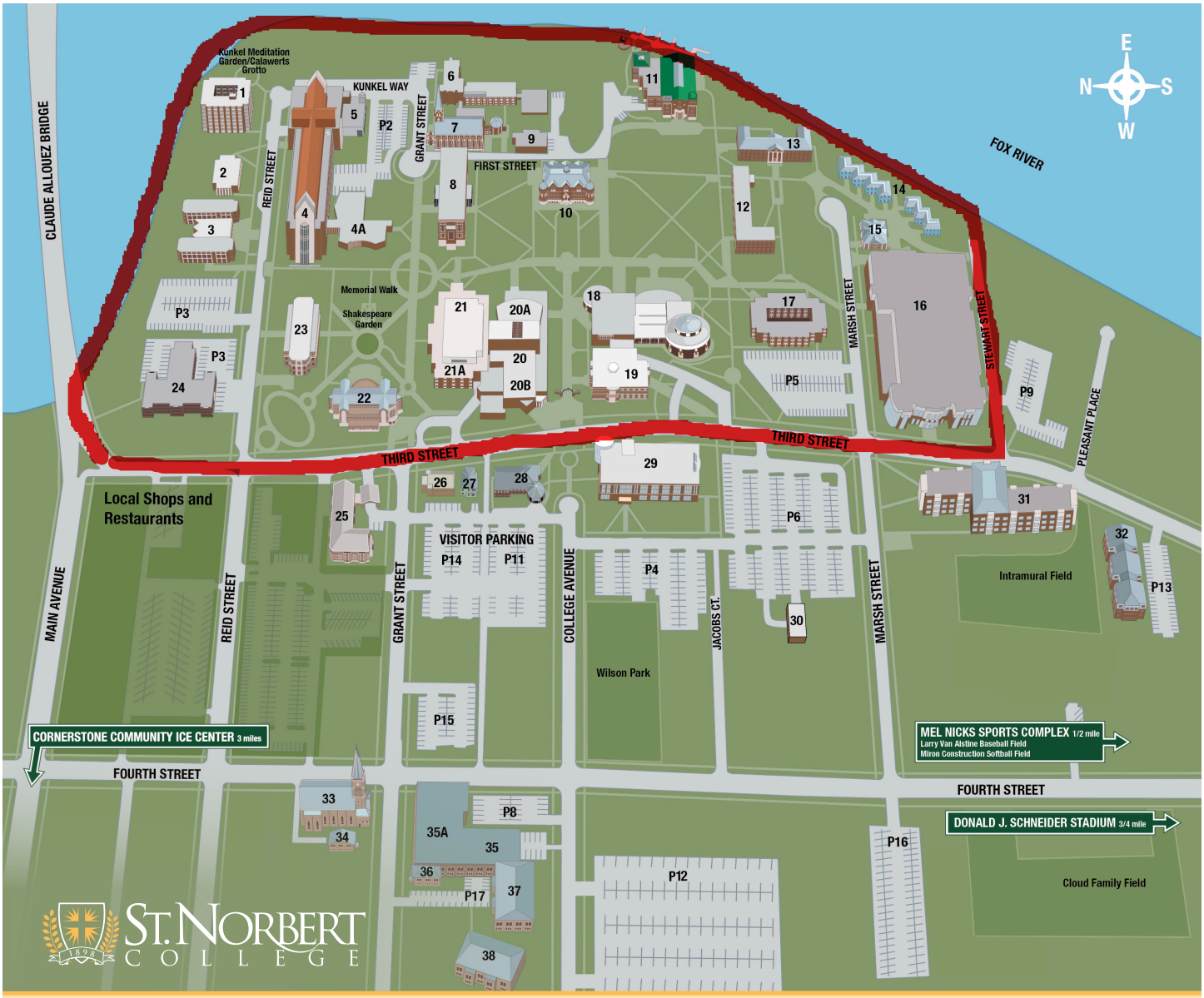
Occupant Type	**Parking Model**
Resident Parking	7 Stalls per 10 Residents
Full Time Employee Parking	1 Stall per FTE
Part Time Employess	1 Stall per 2 PTE
Hotel Parking	1 Stall per Guest Room

The project will not propose additional off -street parking spaces as part of the building and site expansion. Zoning Code 14-806(6) Traffic Impact Analysis indicates a Traffic Impact Analysis (TIA) must be submitted for review by the public works director prior to approval of any rezoning, conditional use or site plan application that proposes more than 250 off -street parking spaces. TIAs must provide an evaluation of the impacts that the proposed development will have on traffic conditions, transit users, pedestrians and bicyclists. Therefore, because we are not proposing additional parking spaces, a TIA is not required.

6. Landscape Plan

This site will conform to the pages of the zoning ordinance attached in attachment F.

Attachment A



Alphabetical Index

Abbot Pennings Hall of Fine Arts - **20**
Alumni House - **27**
Ariens Family Welcome Center - **28**
Bemis Center - **22**
Bergstrom Hall - **2**
Birder Hall - **33**
Blessed Hugh of Fosse Hall - **35**
Bookstore - **21A**
Boyle Hall - **8**
Burke Hall - **13**
Bush Art Center - **19**
Campus Center - **11**
Carriage House - **15**
Cassandra Voss Center - **26**
Cofrin Hall - **23**
Doksany Hall - **36**
Facilities Service Center - **35A**
Gehl-Mulva Science Center - **4**
Gries Hall - **31**
Grounds Facility - **30**
Heating Plant - **9**
Kress Inn - **25**
Mad-Lor Halls - **3**
Main Hall - **10**
Medical College of Wisconsin - **5**
Michels Commons - **18**
Michels Hall - **32**
MMM Hall - **1**
Mulva Family Fitness & Sports Center - **16**
Mulva Library - **29**
Old St. Joseph Church - **7**
PAC - **24**
Prémontré Hall - **37**
Roggenburg Hall - **34**
Sensenbrenner Hall - **12**
South Teaching Wing - **4A**
St. Joseph Hall - **6**
Todd Wehr Hall - **21**
Townhouse Village - **14**
VMC - **17**
Walter Theatre - **20A**
Webb Theatre - **20B**
Xanten Hall - **38**

Numerical Index

1 Mary Minahan McCormick Residence Hall *(MMM Hall)*
2 Gertrude S. Bergstrom Residence Hall *(Bergstrom Hall)*
3 Madelaine and Lorraine Residence Halls *(Mad-Lor Halls)*
4 Gehl-Mulva Science Center *(GMS)*
4A South Teaching Wing *(STW)*
5 Medical College of Wisconsin
6 St. Joseph Hall
7 Old St. Joseph Church
8 Francis H. Boyle Hall *(Boyle Hall)*
9 Heating Plant
10 Main Hall
11 Ray Van Den Heuvel Family Campus Center *(Campus Center)*
12 Frank J. Sensenbrenner Residence Hall *(Sensenbrenner Hall)*
13 Dennis M. Burke Residence Hall *(Burke Hall)*
14 Thomas and Maureen Manion Residence Townhouse Village *(Townhouse Village)*
15 Ralph and Catherine Paulson Residence Carriage House *(Carriage House)*
16 Mulva Family Fitness & Sports Center
17 Victor McCormick Residence Hall *(VMC)*
18 Michels Commons
19 Carol and Robert Bush Art Center *(Bush Art Center)*
20 Abbot Pennings Hall of Fine Arts
20A Walter Theatre
20B Webb Theatre
21 Todd Wehr Hall
21A Bookstore
22 F. K. Bemis International Conference Center *(Bemis Center)*
23 Austin E. Cofrin Hall *(Cofrin Hall)*
24 Pennings Activity Center *(PAC)*
25 George F. Kress Residence for Executive Education *(Kress Inn)*
26 Cassandra Voss Center
27 Rev. Ignatius Francis Van Dyke, O.Praem., Alumni House *(Alumni House)*
28 Ariens Family Welcome Center
29 The Miriam B. and James J. Mulva Library *(Mulva Library)*
30 Grounds Facility
31 Fr. Eugene E. Gries, O.Praem., Residence Hall *(Gries Hall)*
32 Dale and Ruth Michels Residence Hall *(Michels Hall)*
33 Dudley Birder Hall *(Birder Hall)*
34 Roggenburg Residence Hall
35 Blessed Hugh of Fosse Hall
35A Facilities Service Center
36 Doksany Residence Hall
37 Prémontré Residence Hall
38 Xanten Residence Hall
P2 to P17 Parking lots

Attachment B

BUILDING DIRECTORY

ADM	ARIENS FAMILY WELCOME CENTER	ADMISSIONS & WELCOME CENTER
BAC	CAROL AND ROBERT BUSH ART CENTER	ACADEMIC
BER	GERTRUDE S. BERGSTROM HALL	STUDENT HOUSING
BIC	F.K. BEMIS INTERNATIONAL CENTER	ACADEMIC
BKE	REV. DENNIS M. BURKE HALL	STUDENT HOUSING
BOY	FRANCIS H. BOYLE HALL	ACADEMIC
CFF	AUSTIN FAMILY FIELD	ATHLETIC DEPARTMENT
COF	HALL	ACADEMIC
CVC	CASSANDRA VOSS CENTER	ACADEMIC
DBH	DUDLEY BIRDER HALL	MUSIC
DKH	DORMS	STUDENT HOUSING
GG	GARAGE	FACILITIES
GMS	GEHL–MULVA SCIENCE CENTER	ACADEMIC
GRH	FR. EUGENE E. GRIES, O.PRAEM. HALL	STUDENT HOUSING
HFA	ABBOT PENNINGS HALL OF FINE ARTS	THEATER & MUSIC
HFH	BLESSED HUGH OF FOSSE HALL	DEPARTMENT OF FACILITIES/ STUDENT HOUSING
HTG	HEATING PLANT	HEATING PLANT
KRI	KRESS RESIDENCE INN	LODGING
L&M	MADELAINE & LORRAINE HALL	STUDENT HOUSING
MAI	MAIN HALL	ADMINISTRATION
MCW	MEDICAL COLLEGE OF WISCONSIN	ACADEMIC
MIC	MICHELS COMMONS	STUDENT UNION
MIH	DALE & RUTH MICHELS HALL	STUDENT HOUSING
MMM	MARY MINAHAN McCORMICK HALL	STUDENT HOUSING
MNF	MEL NICKS FIELD	ATHLETIC DEPARTMENT
MSC	MULVA FAMILY FITNESS & SPORTS CENTER	ATHLETIC DEPARTMENT
MUL	MIRIAM B. & JAMES J. MULVA LIBRARY	LIBRARY
NUR	CHILDREN'S CENTER	DAYCARE CENTER
PAC	PENNINGS ACTIVITY CENTER	ACADEMIC/ADMINISTRATIVE
PRE	PREMONTRE HALL	STUDENT HOUSING
RGH	ROGGENBURG HALL	STUDENT HOUSING
SEN	FRANK J. SENSENBRENNER HALL	STUDENT HOUSING
SJC	OLD ST. JOSEPH CHURCH	CHURCH
SJH	ST. JOSEPH HALL	STUDENT HOUSING
STW	SOUTH TEACHING WING	ACADEMIC
THA	TOWNHOUSE COMPLEX	STUDENT HOUSING
THB	TOWNHOUSE COMPLEX	STUDENT HOUSING
THC	CARRIAGE HOUSE	STUDENT HOUSING
TWH	TODD WEHR HALL	ACADEMIC/ ADMINISTRATIVE
VCC	VAN DEN HEUVEL FAMILY CAMPUS CENTER	CAMPUS CENTER
VDH	VAN DYKE HALL	ALUMNI AND PARENT RELATIONS
VMC	VICTOR McCORMICK HALL	STUDENT HOUSING
XAN	XANTEN HALL	STUDENT HOUSING



EXISTING CAMPUS PLAN

Attachment C

ST. NORBERT COLLEGE
CAMPUS SPACE INVENTORY
September 12, 2023

ACADEMIC / RESEARCH

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Austin E. Cofrin Hall - 251 Reid St.	44,905	1992		
Abbot Pennings Hall of Fine Arts - 315 Third St.	45,393	1956		Add. & Renov. 1989
Boyle Hall - 163 Grant St.	48,479	1917		Renov. 1984
Bush Art Center - 403 Third St.	34,868	2002		
South Teaching Wing - 161 Reid St.	25,022	1967		Renov. 2015
Gehl-Mulva Science Center - 161 Reid St.	160,313	1967		Renov. 2014
ACADEMIC/ RESEARCH TOTAL	358,980			

ADMINISTRATIVE

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Main Hall - 400 First St.	31,096	1902		
Pennings Activity Center - 290 Reid St.	43,987	1923	1990	
Van Dyke Alumni Center - 306 Third St.	3,729	1916		Renov. 1999
ADMINISTRATIVE TOTAL	78,812			

ATHLETIC FACILITIES

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Mulva Family Fitness & Sports Center - 601 Third St.	125,925	1979		Renov. & Add. 2017
ATHLETICS TOTAL	125,925			

CONFERENCE & EVENT SERVICES

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Bemis International Center - 299 Third St.	49,442	1995		
CONF & EVENT SERVICES TOTAL	49,442			

STUDENT HOUSING

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
RESIDENCE HALLS				
Bergstrom Hall - 150 Reid St.	16,915	1966		
Burke Hall - 100 Marsh St.	40,141	1942		
Madelaine-Lorraine Hall - 190 Reid St.	41,006	1963		
Mary Minahan McCormick Hall - 110 Reid St.	44,083	1965		
St. Joseph Hall & garages - 103 Grant St.	36,020	1925	2015	Add. 1963
Sensenbrenner Hall - 120 Marsh St.	37,636	1956		
Manion Townhouse Village - 101 Marsh St./100 Stewart St.	40,919	1988		Includes Carriage & TH's
Victor McCormick Hall - 505 Third St.	50,087	1963		
Fr. Eugene E. Gries Hall - 620 Third St.	59,139	2009		
SUB-TOTAL	365,946			
STUDENT HOUSING TOTAL	365,946			

STUDENT SERVICES

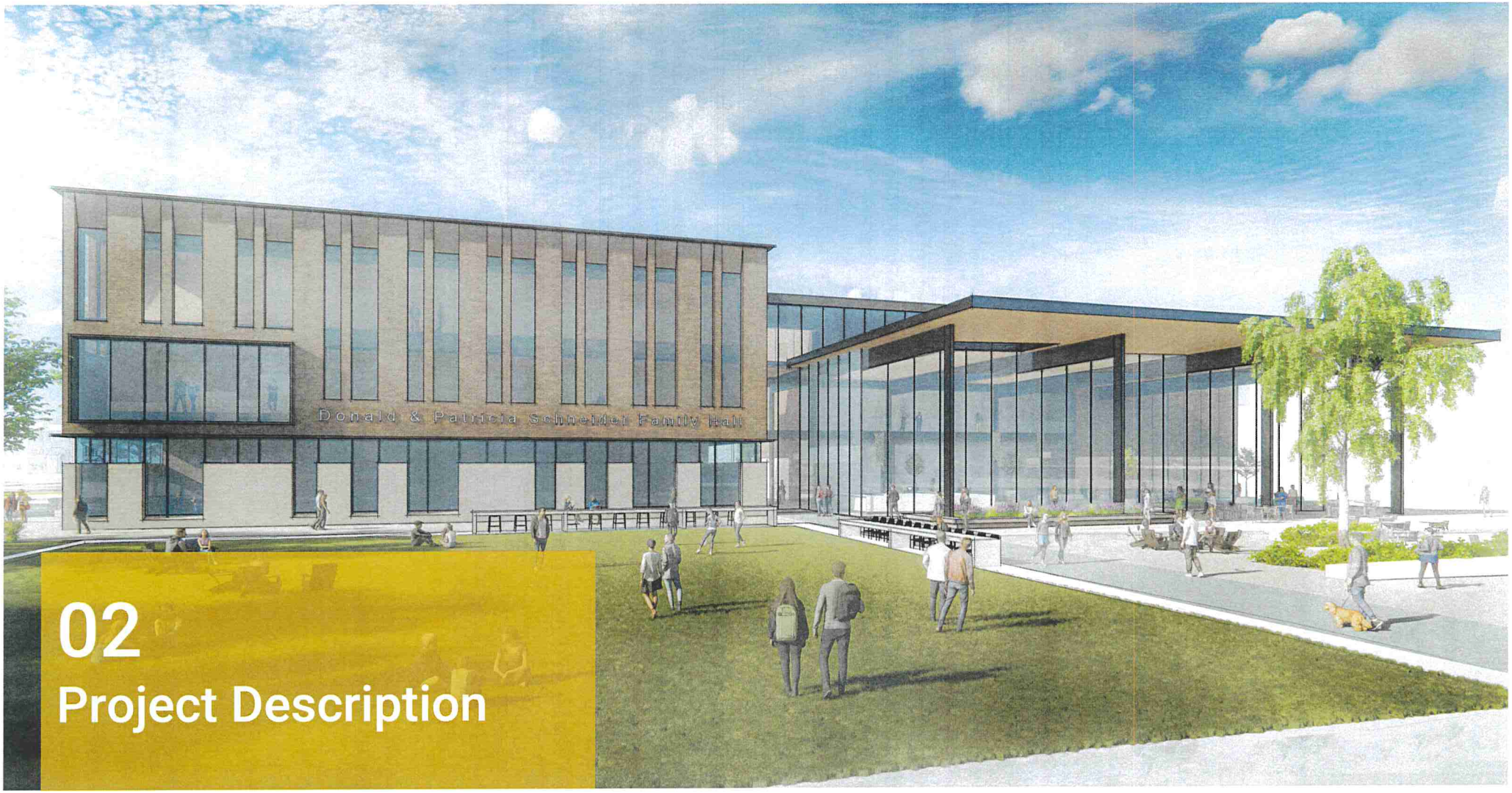
BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Old St. Joseph Church* - 123 Grant St.	16,177	1898	1976	* Add. & Renov. 1999
Michels Commons - 409 Third St.	59,705	1961		Add. 1995 & 2010
Van Den Heuvel Campus Center - 419 First St.	52,771	1930		Add. & Renov. 2000
Todd Wehr Hall - 301 Third St.	58,406	1967		Renov. 2010
STUDENT SERVICES TOTAL	187,059			

FACILITIES SERVICES

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Heating Plant - 389 First St.	4,437	1917		
Grounds Garage - 450 Third St.	2,016	1999		
FACILITIES SERVICES TOTAL	6,453			

BUILDING TOTAL	1,172,617			

Attachment D



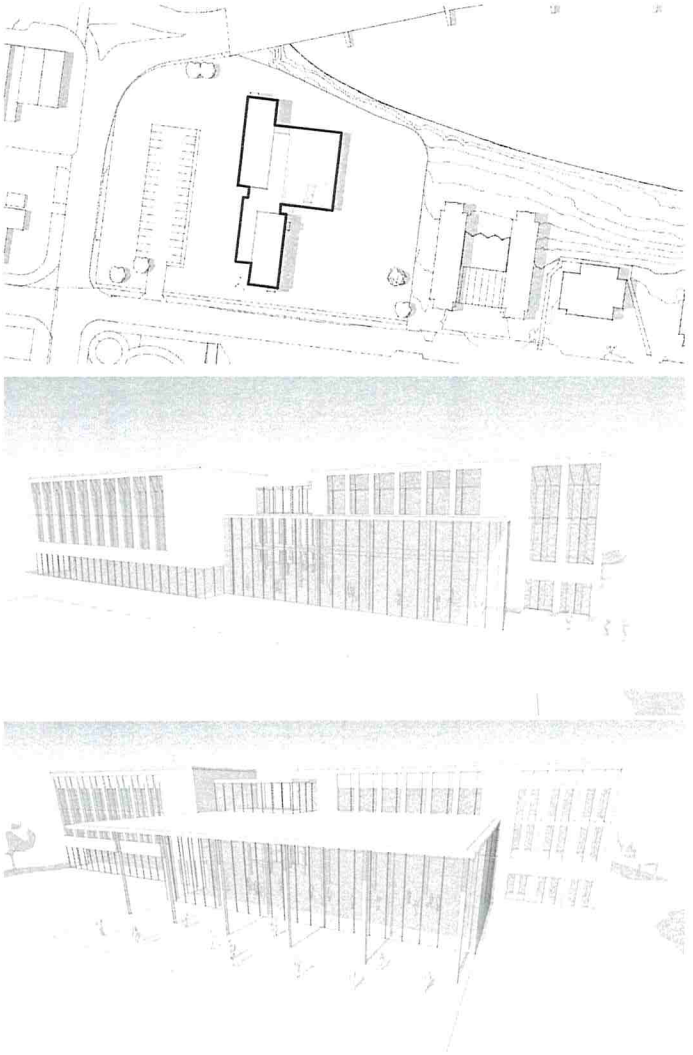
02
Project Description

2.1 ARCHITECTURE

2.1.1 Exterior

Design Intent
The new Schneider School of Business (SSB) will be the front face / gateway into the college. The new building and site will serve as a community and academic hub integrating St. Norbert College with the surrounding community of De Pere. The building is designed to reinforce the mission of the college, specifically Communio and Localitas. This mission is reinforced by the building placement and massing on the site. The design includes a central circulation hallway with adjacent open multiuse spaces. The open multiuse spaces will include a welcome lounge on the southwest side of the building and a gathering space on the northeast side of the building. These multiuse spaces will serve as a place that can be used by the entire faculty and student body, and as needed by the local business community. The building is oriented in the north-south direction and placed on the site to allow for a large green space and water side terrace to accommodate various student activities. The green space will serve as the connection between the campus to the south and the fox river to the north. For more detail on the outdoor spaces and connections created by this building, see Section 3.0 Site Analysis for more information.

Building Massing
The building program is distributed into three stories and a basement. The building is designed to enhance connectivity, and has on-grade entrances from the west, east, and south. The building incorporates large expanses of glass-curtainwall at the 1st level multiuse open spaces. The glass-curtainwall enhance connectivity between in the interior and the exterior of the building, with the building core being transparent / see though at the 1st and 2nd levels looking east to west. The multiuse open spaces are two stories in height and include circulation mezzanines. These circulation mezzanines enhance connectivity between the 1st and 2nd levels with activity areas that projecting outward and into the two-story open spaces. A central feature stair provides connectivity between the 1st level open spaces, 2nd level mezzanines, and a 3rd level study lounge. The study lounge is designed as a place where faculty and students can meet / mix formally and informally all the while having panoramic views out toward the fox river. Additional storage, mechanical space, and potentially parking is provided in the basement.



2.1 ARCHITECTURE

Architectural Character
The new Schneider School of Business (SSB) is conceived as belonging to the existing character of the college campus and surrounding community. The new SSB will taker architectural cues from the surrounding historical context, however, will strive to incorporate new exciting architectural expression into the design. The building façade will be open, inviting, and modern, featuring large glass areas that showcase the activity within the building.

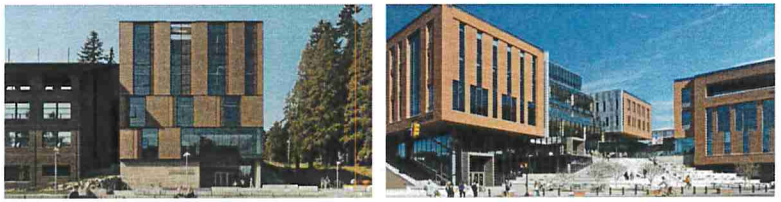
The form of the building is arranged asymmetrically into a dynamic and aesthetically pleasing composition . The building façade will be designed to unifying the whole while also adapting to fit programmatic needs and solar exposure levels. The building will have a strong presence as a new highly visible and vibrant hub for the campus. Its appearance should be sympathetic to the surroundings while taking a bold stance as a new vibrant hub of campus life.

This page contains photographs of existing St Norbert Campus buildings along with precedent images showing how careful consideration of material use can greatly impact the building's character. The new SSB will utilize a variety of beautiful and durable materials that will seek to unify the architectural history of the campus with a new modern design. Masonry will be used in combination with glass-curtainwall in an artistic and efficient composition. Architectural precast and metal panel will accent these areas to enhance and create additional visual interest. Additional materials such as stone and Terracotta will also be considered.

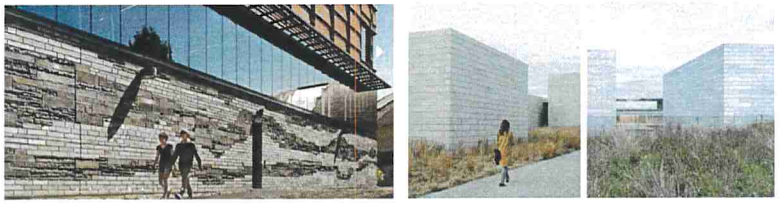
Existing Campus



Material: Brick



Material: Stone // Precast



Material: Curtain Wall



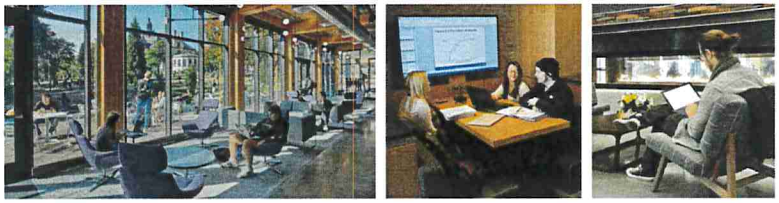
2.1 ARCHITECTURE

2.1.2 Interior

The interior program is arranged to emphasize the inside-out relationships with the natural and designed exterior environments surrounding the new SSB from all cardinal directions. A continuity between indoor and outdoor spaces serves to showcase and connect the interior business school activities with the rest of the college and surrounding community The natural beauty of the surrounding trees will extend into the interior of the building with the use of Cross Laminated Timber (CLT) roof decking that will provide a welcoming warmth to the community spaces.

The interiors of the SSB will have warm, textured, and varied materials with a level of quality and durability commensurate with hospitality environments. Terrazzo floors are typical in high traffic areas such as the main level. Warm and textured finishes on walls and ceilings such as wood, stone, and metal are common while acoustical treatments on walls and ceilings improve the quality of acoustics in lively public areas. General lighting will be supplemented by hospitality grade fixtures in key feature areas. Finally, environmental graphics used in selective areas for story-telling and branding build a sense of student attachment and belonging.

Study Spaces



Student Org Co-working



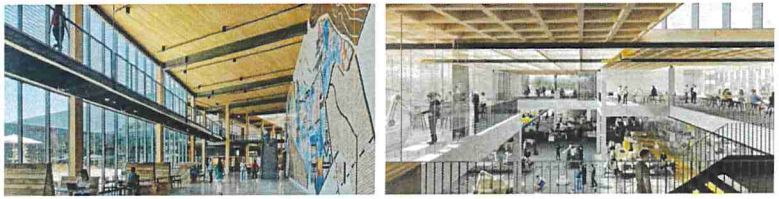
Flexible Classrooms



Hybrid Classrooms



Material: CLT



2.1 ARCHITECTURE

Level 1

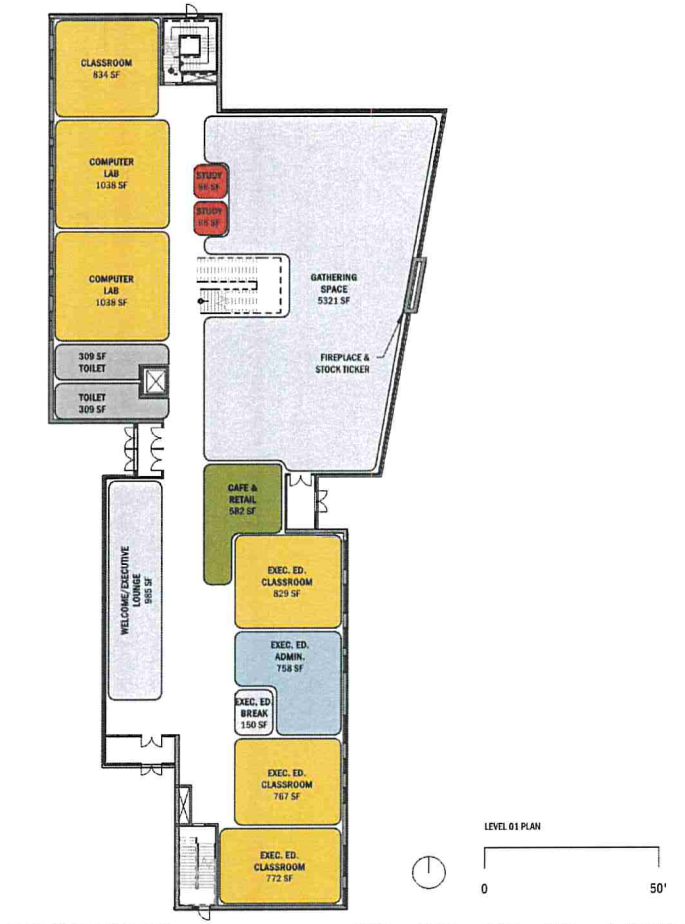
The front entrance into the building is from the west community facing side of Campus, this brings people right into the center of the building. Additional entrances are located on the east and south. There is outdoor parking on the west side for visitors, faculty and students. The Welcome Lounge by the south and west entrance is located adjacent to the Center of Executive Learning on the south end of the building. The Center for Executive Learning (CEL) consists of three classrooms and an administrative suite for CEL and support spaces for executive students.

On the north-east is a light-filled central "Gathering Space" which has great views of the outdoor patio, overlooking the river. The "Gathering Space" is a flexible multi-use space that will be used for day-to-day study and collaboration between students, faculty, and community members. It is intentionally designed to function as an event space to host a variety of different events for the Business School, Campus and the local community. The central feature of the space is a fireplace/hearth that is located in tandem with the main circulation stair and will be a focal point for events in the space.

Additionally, there are two computer labs, an active learning classroom, a café, a retail space for discoveries international, two group study rooms and plenty of open study spaces for students on this main level of the building.

Executive Education Classrooms: Executive Education Classrooms are designed for smaller class sizes and are purposely designed to promote small group discussions around a common table. These will typically have one large conference table style with several mobile comfortable chairs for professional students. The room will allow for plenty of space for each student to work effectively without feeling cramped. The location of the projector screen, display, or marker board defines where the front of the room is located.

Computer Labs: Computer labs require regular use of computers as part of the learning process. The instruction area will include a workstation, a projector, a screen and white boards. The arrangement of student workstations in clusters allows for adequate viewing of the teaching area, while also allowing the instructor to roam among student workstations.



ST. NORBERT COLLEGE
SCHOOL OF BUSINESS

Level 2

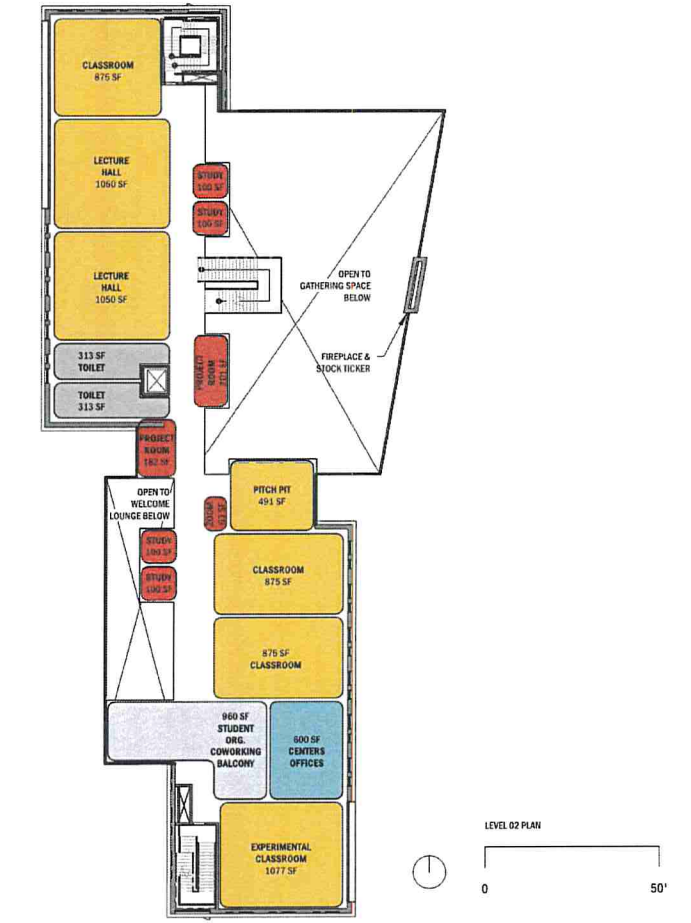
Level 2 has learning spaces organized along a north-south spine. The north-south spine runs long double height spaces that open it up to the level below. The first double height space is the welcome lounge on the south-west side, the second one is gathering space on the north-east. The central stair connects this floor to level 1 below and level 3 above. These connections visually and physically open the floors to each other.

On the south end of the spine are two active learning classrooms, an experimental classroom, space for three centers (CBEA, SRI and the Entrepreneurial Center) adjacent to a space dedicated to student organizations. This co-working balcony for student organizations overlooks the welcome lounge below. There is also two group study rooms on the south end of the spine and a "pitch pit" that is very visible from the gathering space below.

On the north end of the spine there are two lecture halls, and an active learning classroom. There are two group study rooms and a project room that overlook the gathering space below.

Lecture Halls: Lecture halls are designed to accommodate classes of 50 in tiered auditorium-like setting. The instructor is positioned at front of the room with all seats facing in this general direction. The room will have fixed strip tables and moveable chairs. Two rows of tables per tier could allow students to turn their chairs around and gather in groups for discussion. These are technology-enabled for easy hybrid learning.

Experimental Classrooms: Another variation of active learning classrooms, this room will have different types of seating. A highly flexible room which supports a variety of teaching and learning styles.



ST. NORBERT COLLEGE
SCHOOL OF BUSINESS

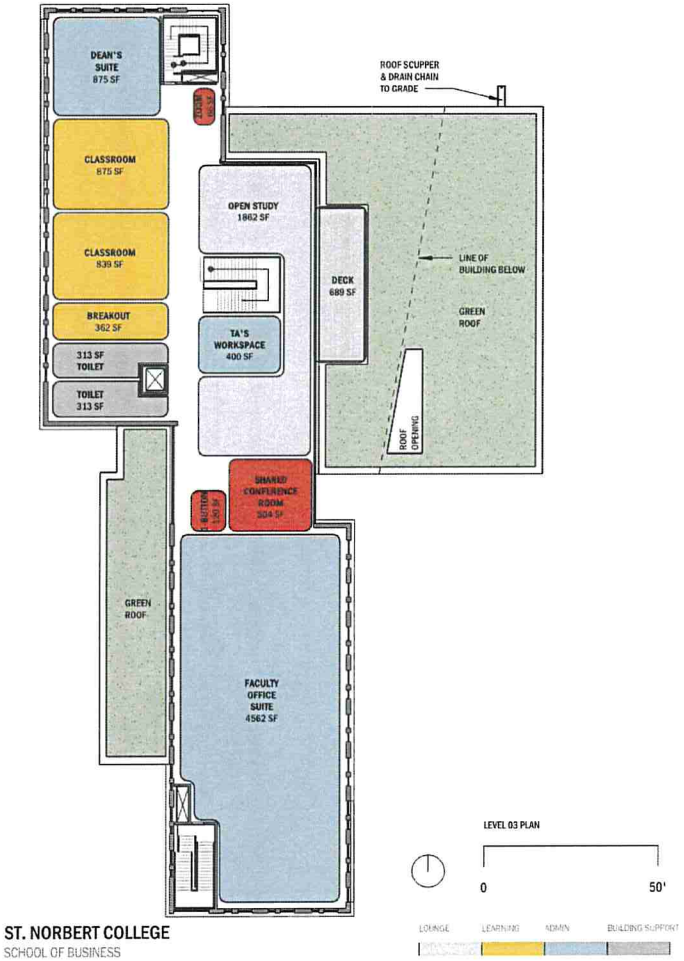
Level 3

Level 3 has learning spaces organized along a north-south spine as well. The north-south spine on this floor opens to green roofs on the south-west and north-east. This also has great views to the outside from the third level. On the north-east green roof, the student study space opens on to a roof deck.

On this floor the Faculty Office Suite (this includes Faculty Offices, space for Teaching Assistants and a Faculty Breakroom/Lounge) are located on the south, with two active learning classrooms, one of which includes breakout rooms for the Capstone Program. The Dean's Suite is located on the North end of the floor. In addition, there is an open study space, which connects to a roof deck over the north-east green roof.

Active Learning Classrooms: Configured to maximize active, collaborative learning and multimodal teaching. These technology-enabled active learning classrooms with analog features (flexible seating and whiteboards) have a far greater effect on student motivation, learning outcomes, and collaboration than digital and high-tech features. These classrooms typically will have 6 round tables that can accommodate 36 students, 2 flat screen displays, and 4 whiteboards. These offer flexible learning arrangements, intended to promote active learning, collaborative problem-solving, and other team-based work.

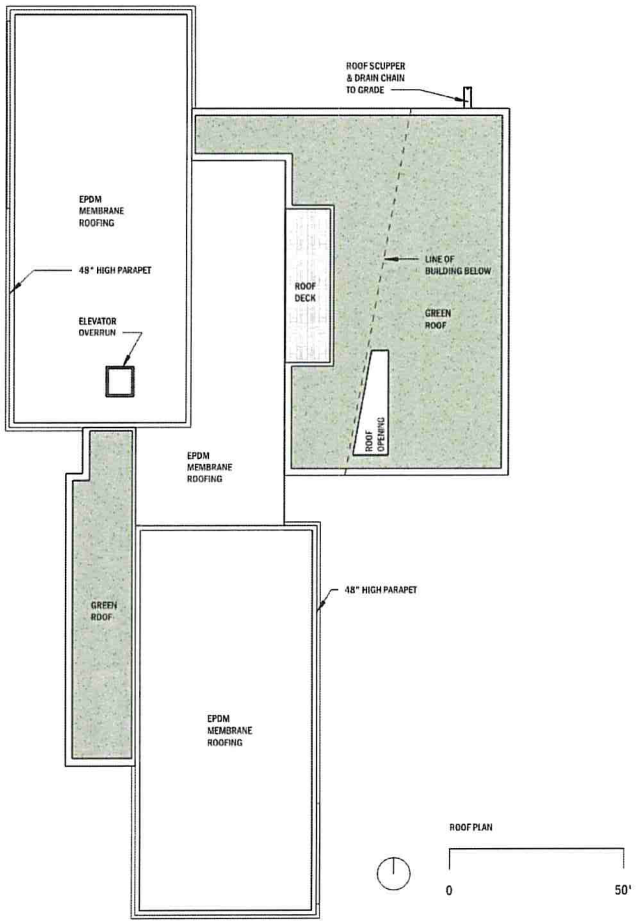
Active Learning Classroom with breakout spaces: A variation of active learning classrooms, this room has breakout spaces that are used for the Capstone program. The breakout spaces allow students to break up into smaller groups to work on projects during class.



ST. NORBERT COLLEGE
SCHOOL OF BUSINESS

Roof Level

Portions of the upper roof level will be used for roof top mounted mechanical units and a solar PV array. A vegetated roof top including an accessible rooftop deck is located on the roof area over the two-story multi-use spaces. See Section 4.5, Mechanical Systems Narrative, for further descriptions of roof areas.



ST. NORBERT COLLEGE
SCHOOL OF BUSINESS

Attachment E

Saint Norbert College Parking Analysis

(Prepared for 2024 Master Plan Zoning and Business School Plan Review)

.January 31, 2024

Current Parking Lot Availability (Less PAC lot, Including New Proposed Business School Lot)

ST. NORBERT COLLEGE						
Parking Capacity(Excluding Schneider Stadium and Mel Nicks)						
Lot #	Lot Name					Total Stalls
			Reg. Stalls	H.C. Stalls	Dedicated Stalls	Total Stalls
1						
2	GMS	Employee	86	6	10	102
3	Business School	Employee/Commuter	54	3		57
4	Mulva Library	Employee/Commuter	96	3		99
5	Victor McCormick Hall	Employee/Commuter	72	6		78
6	Third Street(next to Mulva Library)	Student	196	2		198
8	Hugh Hall	Employee/Commuter	33	0		33
9	Stewart Street	Employee/Commuter	43	2		45
11	Ariens Family Welcome Center	Visitor	36	2	31	69
12	College Avenue	Student	346	0		346
13	Michels Hall	Student	37	2		39
14	Bemis International Center	Visitor	71	2		73
15	Grant Street	Employee/Commuter	44	0		44
16	Fourth Street	Student	119	2		121
17	PX Outside Lot	Student	38	1		39
	PX Underground Lots	Student	51		1	52
	Kress Inn	Visitor	1	1		2
	Priory - North	Employee	8	0		8
	Priory - South	Employee	4	0		4
	Heating Plant	Employee	4	0		4
	6th Street Lot	Student	67			67
	Bush Art - south	Student		4		4
	Campus Center	Employee		1		1
	Off Campus Houses	Student	169	0		169
			1575	**37**	**42**	**1654**

Figure 1

Off Site Parking:

Lot Name					Total Stalls
		Reg. Stalls	H.C. Stalls	Dedicated Stalls	Total Stalls
Schneider Stadium		384	10		394
Mel Nicks		20	2		22
Total Off Site Stalls		404	12	0	416

Figure 2

Figure 3 below shoes the historical number of resident and commuter student car passes issues over the last 5 years. SNC parking passes are divided into 3 primary types, Employee/Commuter, visitor, and student(resident). While visitor requires no pass, it is also often used by employee/commuter individuals. The percentage of resident car passes over the total student body less commuters has remained steady over time averaging 66%. Although SNC is seeing a greater trend matching the national market(Figure 4) of few numbers of individuals between the ages of 18 and 24 having their drivers license it is predicted the percentage of students having a car on campus will remain relatively steady.

Historical	Total Enrollment	Resident Cars	Commuter Cars	Total Student Cars	% Resident/Enrollment
Fall 2019	2000	1122	173	1295	61.41%
Fall 2020	1867	1200	191	1391	71.60%
Fall 2021	1941	1149	167	1316	64.77%
Fall 2022	1814	1082	160	1242	65.42%
Fall 2023	1779	1082	149	1231	66.38%
				Average	65.92%

Figure 3

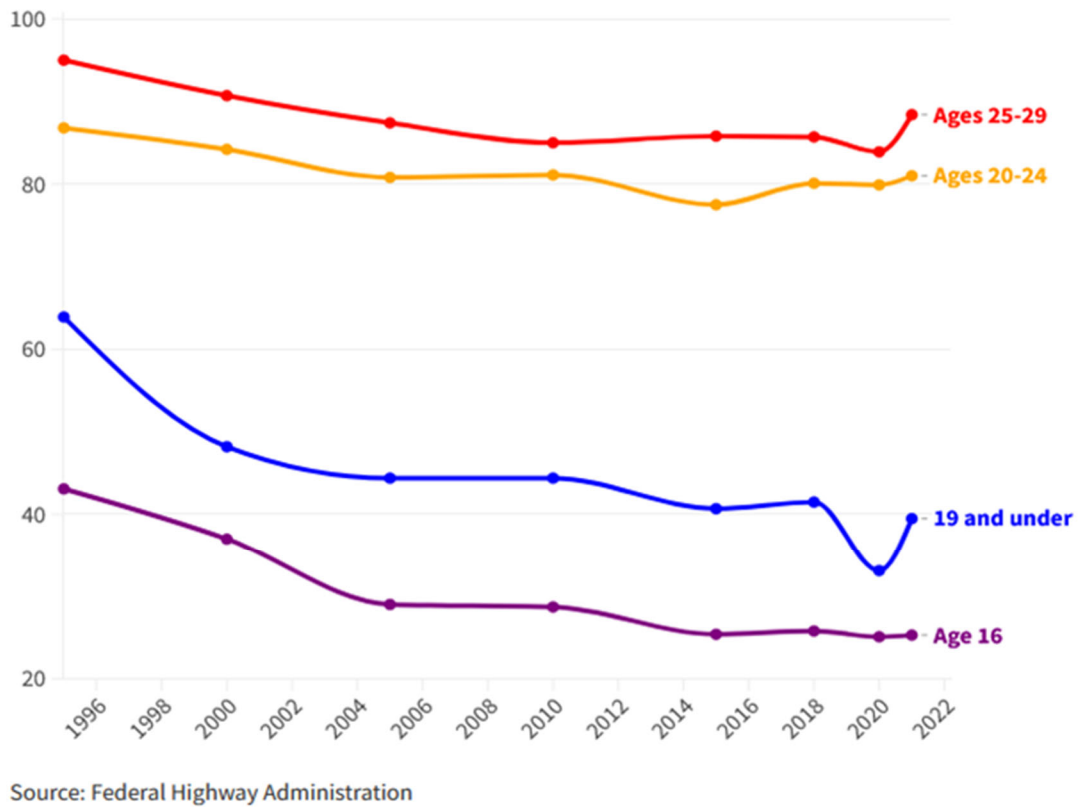


Figure 4 - % Individual with Drivers License by Age

Figure 5 shows the projected enrollment of SNC. This shows a general decrease in resident cars based on changing demographics within the student market. **Figure 6** shows the current number of full time and part time employees. This does not consider student employees as they are captured in the student numbers.

Projection	Total Enrollment	Resident Cars	Commuter Cars	Total Student Cars
Fall 2024	1646	986	150	1136
Fall 2025	1610	954	162	1116
Fall 2026	1536	897	175	1072
Fall 2027	1536	893	181	1074
Fall 2028	1536	881	200	1081

Figure 5 – Projected resident and commuter car permits on the SNC campus.

SNC Full and Part Time Employees

Current Full Time Employees	441
Current Part Time Employees	37

Figure 6 – SNC Employee count

Figure 7 shows the parking ratios to be abided by when designing new projects on campus. These ratios should be revisited based on the method listed later in this document to ensure parking needs on campus are met. Parking for full time employees is benchmarked against the standard set out by the city zoning code for like entities in the zoning ordinance dated December 19, 2023. Part time employees are set at half the number of stalls as a full time employee as part time employees provide coverage for services outside of normal business hours or do not overlap with other part time employees. Resident parking historically has been 66%, as such resident parking is set at 7 stalls per 10 residents. Hotel parking mirrors the requirements set by the current zoning ordinance. These metrics are the primary and regular use of the SNC campus. As seen in figure 8 excess parking remains and the excess is anticipated to grow over the course of the next few years. Finally as SNC has the ability to limit student parking, the College is able to artificially reduce parking demand by reducing parking permits where unpredictable occurrence occur. In addition 404 off site parking stalls are available for SNC staff and are used as flex parking when large events occur on campus that require more than the excess parking on campus.

Parking Ratios for Design (Based on primary and regular single time use)

Occupant Type	**Parking Model**
Resident Parking	7 Stalls per 10 Residents
Full Time Employee Parking	1 Stall per FTE
Part Time Employess	1 Stall per 2 PTE
Hotel Parking	1 Stall per Guest Room

Figure 8

Average Occupancy during Standard Business Hours(7:30-4:30)						
Occupant Type	**Parking Model**	**Fall 2024**	**Fall 2025**	**Fall 2026**	**Fall 2027**	**Fall 2028**
Resident Parking	7 Stalls per 10 Residents	1047	1014	953	949	935
Full Time Employee Parking	1 Stall per FTE	441	441	441	441	441
Part Time Employess	1 Stall per 2 PTE	19	19	19	19	19
Hotel Parking	1 Stall per Guest Room	46	46	46	46	46
	Total Parking Need	**1553**	**1519**	**1458**	**1454**	**1441**
	Excess Parking	**101**	**135**	**196**	**200**	**213**

Figure 7 – Parking distribution based on projected occupancy of the SNC campus

Attachment F

ARTICLE X. LANDSCAPE AND SCREENING

14-100 Purposes 10-1
14-101 Applicability 10-1
14-102 Street Trees 10-1
14-103 Parking Lot Screening 10-2
14-104 Parking Lot Interior Landscaping 10-3
14-105 Foundation Landscaping 10-4
14-106 Landscape and Screening Material 10-4
14-107 Installation and Maintenance 10-6
14-108 Landscape Plans 10-7
14-109 Alternative Compliance 10-7

14-100 Purposes

The landscape and screening regulations of this article establish minimum requirements for landscaping and screening. The regulations are intended to advance the general purposes of this zoning ordinance and to help:

(1) Maintain and enhance the city's appearance;

(2) Mitigate possible adverse impacts of higher intensity land uses abutting lower intensity land uses;

(3) Reduce the impacts of noise and glare;

(4) Maintain and improve air quality;

(5) Protect surface water quality and reduce the negative impacts of stormwater runoff by providing vegetated areas that filter and absorb stormwater;

(6) Moderate heat by providing shade;

(7) Encourage wise use of water resources; and

(8) Encourage preservation and replacement of existing trees and vegetation.

14-101 Applicability

(1) The landscape and screening regulations of this article apply in RM, X, O, C, BP, I, and P zoning districts, as further identified in the individual subsections of this article.

(2) The landscape and screening regulations do not apply to any of the following:

(a) Residential uses with one or two dwelling units;

(b) Agricultural uses;

(c) Public parks and open spaces;

(d) Reconstruction of any building that is damaged or destroyed by fire, natural disaster or other means beyond the reasonable control of the property owner.

14-102 Street Right-of-Way Trees

(1) Purpose

Street right of-way trees help maintain and enhance the appearance of the city, contribute to pedestrian safety and comfort and offer environmental benefits by allowing the infiltration of stormwater, reducing urban heating and improving air quality.

(2) Applicability

The street tree planting requirements of this section apply to all of the following, except as otherwise expressly stated:

(a) Construction of any principal building or non-accessory parking;

(b) Any addition to or enlargement of an existing principal building when the addition or enlargement exceeds 50% of the building's existing floor area; and

(c) Any increase in impervious coverage on the subject lot that exceeds 50% of the lot's existing impervious coverage.

(3) Requirements

(a) Number

At least one large tree is required per 35 feet of street frontage. If large trees are not appropriate due to the presence of overhead lines, other obstructions or site visibility considerations, as determined by the city forester, at least one small tree is required per 30 feet of street frontage.

(b) Location

1. Required street trees must be centered in the terrace area of the right-of-way.
2. The city forester is expressly authorized to approve an alternative compliance landscape plan for installation of street trees in alternative locations when circumstances prevent street tree planting or when compliance with street tree planting location requirements would result in improper aesthetics or a poor growing environment for the tree or damage to public or private improvements.
3. Required street trees must be located within pervious landscape areas or within tree wells.

(4) Spacing

Street trees are not required to be evenly spaced, but the distance between street trees may not exceed 75 feet.

(5) Removal

Removal of street trees requires approval from the city forester. Property owners who remove any street tree for any reason are required to replace the tree with an equivalent or higher quality tree in the same location or in a new location, as approved by the city forester.

(6) Materials, Installation and Maintenance

See 14-106 and 14-107.

14-103 Parking Lot Screening

(1) Purpose

The parking lot screening regulations of this section are intended to help mitigate the visual and operational impacts of parking lots when such areas are adjacent to streets or residential zoning districts.

(2) Applicability

Unless otherwise expressly stated, the parking lot screening regulations of this section apply to all the following:

(a) The construction or installation of any new parking lot with a contiguous paved area of 3,500 square feet or more; and

(b) The expansion of any existing parking lot that results in the addition of 3,500 square feet of paved area, in which case the parking lot screening requirements of this section apply only to the expanded area; and

(c) The reconstruction of a parking lot with a contiguous paved area of 3,500 square feet or more, where "reconstruction" is defined as removal and replacement of pavement material.

(3) Requirements

(a) Screening from Street Frontage

1. When a parking lot is located adjacent to a street right-of-way, parking lot screening must be provided in accordance with the regulations of this section to visually screen the parking lot from the right-of-way.
2. Parking lot screening is required only when the parking lot is located within 100 feet of the right-of-way and there are no intervening buildings between the parking lot and the right-of-way.
3. Parking lot screening areas must be at least 7 feet in width; however, in the MX1 zoning district, required parking lot screening areas must be at least 3 feet in width.
4. Parking lot screening must be provided in the form of one of the following:
   a. A vegetative screen consisting of shrubs planted to form a continuous visual barrier (hedge) at least 3 feet in height; or
   b. A screening wall with a minimum height of 3 feet and a maximum height of 3.5 feet. Walls used to satisfy parking lot screening requirements must be constructed of brick, stone, cast stone, formed concrete or similar durable, low-maintenance materials.

(b) Screening from R District

1. Parking lots must be screened from view of R districts when the parking lot is located within 100 feet of an abutting R-zoned lot and there are

no intervening buildings between the parking lot and the abutting R-zoned lot.

2. Required screening of parking lots from R districts must be provided in the form of either of the following options:

   a. The installation of an opaque fence at least 6 feet in height and at least one tree per 30 linear feet of fence; or

   b. The installation of a masonry wall with a minimum height of 6 feet.

3. When located in a required street setback, R district screening fences and walls may not exceed 4 feet in height.

(c) Vehicle Overhangs

A portion of a motor vehicle parking space may be landscaped instead of paved to meet parking lot screening requirements. The landscaped area may be up to 2.5 feet of the front of the space, as measured from a line parallel to the direction of the bumper of the vehicle using the space. Ground cover plants or mulch must be provided in the allowed vehicle overhang area.

(4) Materials, Installation and Maintenance

See 14-106 and 14-107.

14-104 Parking Lot Interior Landscaping

(1) Purpose

The parking lot interior landscaping regulations of this section are intended to help mitigate the visual and stormwater runoff impacts of parking lots and provide shade for parked vehicles and pedestrians.

(2) Applicability

Unless otherwise expressly stated, the parking lot interior landscaping regulations of this section apply to all the following:

(a) The construction or installation of any new parking lot containing 20 or more parking spaces;

(b) The expansion of any existing parking lot that increases the number of parking spaces or amount of paved area by more than 33%; and

(c) The reconstruction of a parking lot with a contiguous paved area of 3,500 square feet or more, where "reconstruction" is defined as removal and replacement of pavement material.

(3) Exception

Parking areas used solely for the display of motor vehicles for sale, lease or rental are exempt from the parking lot interior landscaping requirements of this section.

(4) Requirements

(a) Trees

Required parking lot interior landscape areas must include at least one large tree per 20 parking spaces. Small trees may be substituted for large trees if the zoning administrator determines that the presence of overhead lines or other obstructions or site visibility considerations make the installation of large trees unsafe or impractical.

(b) Location and Design

1. Required trees must be reasonably distributed throughout the parking lot and provided in landscape islands or medians that comply with all the following requirements:

   a. They must be bordered by a paved surface on at least 2 sides;

   b. They must be at least 7 feet wide, as measured from the back of the curb; and

   c. They must be protected by curbs or other barriers, which may include breaks or inlets to allow stormwater runoff to enter the landscape area.

   d. They must separate parking spaces so that there are no more than 20 parking spaces in an individual row between islands or medians.

2. Parking rows that end abutting a paved driving surface must have a landscape terminal island (end cap) with at least one tree at each end of the parking row. All other parking lot landscape islands must be located to comply with all applicable regulations of this section.

3. The zoning administrator is expressly authorized to approve landscape plans that do not provide terminal islands at the end of each parking row or that otherwise provide for reduced dispersal of interior parking lot landscape areas when proposed landscape planting areas are combined to form functional bioretention areas or to preserve existing trees and vegetation.

(5) Vehicle Overhangs

A portion of a motor vehicle parking space may be landscaped instead of paved to meet interior parking lot interior landscaping requirements. The landscaped area may be up to 2 feet of the front of the space, as measured from a line parallel to the direction of the bumper of the vehicle using the space. Ground cover plants or mulch must be provided in the allowed overhang area.

(6) Relationship to Screening Regulations

Landscape areas and plant material provided to satisfy the parking lot screening regulations of 14-103 may not be counted toward satisfying the parking lot interior landscaping regulations of this section (14-104).

(7) Materials, Installation and Maintenance

See 14-106 and 14-107.

14-105 Foundation Landscaping

(1) Purpose

The foundation landscaping regulations of this section are intended to provide landscape next to buildings.

(2) Applicability

The foundation landscaping regulations of this section apply to all the following when located outside of the R1, R2, and MX1 zoning district:

(a) Construction of any principal building;

(b) Construction of parking garage, whether it is a principal or accessory building; and

(c) Any addition to or enlargement of an existing principal building when the addition or enlargement exceeds 20% of the building's existing floor area.

(3) Requirements

(a) Foundation planting areas must be provided abutting each principal building along at least 60% of length of any street-facing building walls.

(b) Foundation planting areas must have a minimum width of 5 feet, as measured from the exterior wall of the building.

(c) Required foundation planting areas must contain any combination of ornamental trees, evergreen trees, shrubs, flowering plants, ground cover plants, and other native or ornamental grasses and plants.

(d) All areas abutting a building that are not paved and not otherwise landscaped as required by this section must be covered by mulch, grass or ground cover plants.

(e) Foundation planting areas must:

1. Screen mechanical equipment, air conditioning units and other equipment from view of street;
2. Provide visual relief along large expanses of building walls and accent building entrances and architectural features; and
3. Enhance walkways, entrances, outdoor seating areas, and other pedestrian areas.

14-106 Landscape and Screening Material

(1) General

(a) Applicability. The regulations of this section apply to all trees, plant materials, and other features used to satisfy the landscaping and screening requirements of this zoning ordinance.

(b) City Forester Approval. The size, species, location and installation of all proposed trees are subject to approval by the city forester.

(c) Prohibited Tree and Plant Lists. The city forester is authorized to prepare a list of prohibited tree and plant species for use in

administering and enforcing the regulations of this article.

(d) Selection. Trees and plants used to satisfy the requirements of this zoning ordinance must:

1. Meet or exceed the plant quality standards established in the latest edition of the American Standard for Nursery Stock (ANSI Z60.1);
2. Be native or naturalized to Wisconsin and adapted for growing conditions in the De Pere area, as determined by the city forester; and
3. Not be artificial plants or plants listed as prohibited species on the recommended and prohibited tree and plant species list.

(e) Planting Areas

1. All planting areas must have amended soil to help ensure the health of newly installed plant material.
2. All planting areas must be contained by edging material other than vegetation.

(2) Trees

(a) Size of New Trees. New or transplanted trees provided to satisfy the requirements of this zoning ordinance must comply with the following minimum size requirements:

1. Large trees must be deciduous, with a minimum caliper size of 2 inches and a minimum height of 10 feet at the time of installation.
2. Medium trees must have a minimum caliper size of 2 inches and a minimum height of 8 feet at the time of installation.
3. Small trees must have a minimum caliper size of 1.5 inches and a minimum height of 6 feet at the time of installation.
4. Evergreen trees must have a minimum height of 6 feet at the time of installation.

(b) Species. If more than 10 trees are required, no more than 40% may be of a single species. If more than 25 trees are required, no more than 25% may be of a single species. This requirement applies to trees being planted, not to existing trees.

(3) Credits for Existing Trees

(a) Preserved trees will be credited toward satisfying the tree planting requirements of this zoning ordinance in accordance with the following:

1. Preserved trees up to 6 inches in diameter at breast height (DBH) will be credited as 3 trees.
2. Preserved trees larger than 6 inches DBH, up to 12 inches DBH will be credited as 4 trees;
3. Preserved trees that are more than 12 inches DBH up to 24 inches DBH will be credited as 5 trees; and
4. Preserved trees that are more than 24 inches DBH will be credited at a ratio of 10 trees.

(b) To receive tree preservation credit, the following additional conditions must be met:

1. Preserved trees for which credit is given must be in good health and condition and may not be prohibited species;
2. The original grade of the dripline area of a preserved tree may not be changed; and
3. Tree protection fencing must be installed around the outer limits of the dripline area and remain in place from commencement of construction activity until all exterior work is complete. Tree protection fencing must consist of orange vinyl construction fencing, chain link fencing, snow fencing or other similar fencing at least 42 inches in height and supported at no more than 10-foot intervals by posts or stakes to keep the fence upright and in place. A visible warning/no-disturb sign must be affixed to fence at 100-foot intervals.
4. Credit only applies to the specific parcel that the tree is on.
5. Credit does not apply to street trees.

(c) The zoning administrator is expressly authorized to reduce off-street parking

requirements to allow for the preservation of existing trees.

(4) Shrubs

(a) New Shrubs

1. Shrubs must have a minimum container size of 5 gallons.
2. Shrubs may also be balled and burlapped.

(b) Existing (Preserved) Shrubs. Existing shrubs may be used to satisfy the landscaping and screening requirements of this zoning ordinance if protected and maintained during site development and construction phases of work.

(5) Ground Cover

(a) All required landscape areas that are not planted with trees or shrubs must be covered with ground cover plants, which may include turf. Mulch must be confined to areas underneath trees and shrubs and is not an allowed substitute for ground cover.

(b) Ground cover plants other than turf must be minimum 4-inch pot or plug size. Areas planted in ground cover other than turf must be planted at distances appropriate for the species and at a density that will achieve complete coverage after the second full growing season.

(6) Mulch

All required trees and shrubs must be located within a mulched area and be separated from turf by a minimum distance of 2 feet (4-foot diameter mulched area). Mulch must be applied to provide a 2-inch (minimum) to 4-inch (maximum) soil cover, with no weed barrier material visible.

(7) Fences and Walls

Unless otherwise expressly stated, fences and walls provided to meet the regulations of this article are subject to the regulations of this section.

(a) Fences must be durable and constructed with materials that are customarily used for fences, including wood, decorative rigid vinyl (polyvinyl chloride), metal or wrought iron. Fence posts must be structurally stable.

(b) The finished side of all fences other than tree protection fences must face the adjacent property or street.

(c) Walls, raised planting beds and planters must be constructed of brick, stone or other durable masonry material approved by the zoning administrator.

(d) Chain-link fencing may not be used to satisfy the regulations of this article.

(8) Transitional Yard Areas

Additional landscaping or fences are required to provide visual screening when O, C, BP, and I districts abut residential districts within the City of De Pere. Transitional yard area requirements include all of the following:

(a) A landscaped area that is a minimum of 50 feet wide that is parallel to the residential district (unpaved and without buildings).

(b) A minimum 6-foot tall berm that is parallel to the residential district.

(c) Trees planted every 35 feet the full length of the landscaped area, on top of the berm.

(d) Storm water management features may be placed within a transitional yard area.

14-107 Installation and Maintenance

(1) Installation

(a) Required landscaping must be installed in accordance with an approved landscape plan.

(b) All trees and plant material must be installed in accordance with sound nursery practices, in a manner designed to encourage vigorous growth.

(c) All newly installed trees must be staked.

(d) Trees and plant material suitable for planting must be balled and burlapped, bare root, or container grown. Planting areas should be at least twice the diameter of the root system or the container.

(e) All landscaped areas that are adjacent to pavement must be protected with curbs or

equivalent barriers. Flush curbs, curb cuts, or other methods must be used to direct stormwater to landscape areas that abut paved areas.

(f) Landscaping may not obstruct traffic visibility at street intersections or driveways and must comply with all applicable intersection sight distance regulations.

(g) When landscaping is placed or installed within the public right-of-way, the city has no obligation to replace or repair such landscaping if removed or damaged by city field operations or other governmental functions. The city also has no obligation to maintain above ground or below ground improvements or landscaping within the public right-of-way.

(2) Protection

All landscape areas provided to meet the requirements of this zoning ordinance must be protected from potential damage by adjacent uses and development, including parking and storage areas.

(3) Timing of Installation

All required landscaping and appurtenances must be installed within 120 days after issuance of a certificate of occupancy or temporary certificate of occupancy.

(4) Maintenance

(a) Required landscaping and screening must be continuously maintained, including necessary watering; weeding; pruning; pest control; litter and debris clean-up; and replacement of dead, diseased or damaged plant material.

(b) Failure to comply with an approved landscaping plan, including failure to maintain required landscaping and screening and failure to replace dead, diseased or damaged landscaping, constitutes a violation of this zoning ordinance.

(c) The property owner is responsible for maintenance of trees and landscaping in accordance with the approved landscape plan and the regulations of this zoning ordinance. Any dead, diseased or damaged trees, landscaping or screening materials must be removed and replaced by the property owner within 90 days of date that written notice of the obligation to remove and replace required landscaping is issued by the city. Property owners have no obligation to replace or restore required landscaping that is damaged or destroyed as a direct result of government action or lawful action of a franchise utility provider.

14-108 Landscape Plans

(1) Required Information

All site plans and building permit applications for sites requiring landscaping must include a landscape plan and a WDNR planting detail that complies with the landscape plan submittal requirements specified by zoning administrator. Such submittal requirements must be in writing and made available to the public.

(2) Administrative Review

After receipt of a complete landscape plan, the zoning administrator must:

(a) Approve the landscape plan as complying with the requirements of this article;

(b) Approve the landscape plan with conditions of approval that will bring it into compliance with the requirements of this article; or

(c) Reject the landscape plan as failing to comply with the requirements of this article.

14-109 Alternative Compliance

(a) To accommodate creativity in landscape and screening design and to allow for flexibility in addressing site-specific development/ redevelopment challenges, the zoning administrator is authorized to approve alternative compliance landscape plans sealed by a landscape architect licensed to practice in the State of Wisconsin. In order to approve an alternative compliance landscape plan, the zoning administrator must determine that one or more of the following conditions or opportunities are present:

1. The subject site has space limitations, an unusual shape or other factors that

make strict compliance with applicable landscaping and screening regulations impossible or impractical;

2. Physical conditions on or adjacent to the site such as topography, soils, vegetation or existing structures or utilities are such that strict compliance is impossible, impractical or of no value in terms of advancing the general purposes of this article;
3. Safety considerations such as intersection visibility, utility locations, etc., make alternative compliance necessary; or
4. Creative, alternative landscape plans will provide an equal or better means of meeting the intent of the landscaping and screening regulations of this article.

(b) The zoning administrator is expressly authorized to approve alternative compliance landscape plans for projects implementing low-impact development practices or seeking sustainable development or green building certification from nationally recognized organizations, such as the International Code Council, the U.S. Green Building Council, the International Living Future Institute, the U.S. Green Building Initiative or SITES.

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Ordinance #24-06 Approving a Zoning Map Amendment from PI-1 Neighborhood Public & Institutional District to PI-2 Campus Public & Institutional District (Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, WD-732; 100-600 Block Third Street, also known as 100 Grant Street).**

ATTACHMENTS:

- Ord24-06 (PDF)

ORDINANCE #24-06

APPROVING ZONING MAP AMENDMENT FROM PI-1 NEIGHBORHOOD PUBLIC & INSTITUTIONAL DISTRICT TO PI-2 CAMPUS PUBLIC & INSTITUTIONAL DISTRICT

(Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934 and WD-732; 100-600 Block Third Street, also known as 100 Grant Street)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification and Zoning Map amendment for the property described below, initiated pursuant to §14-122 of the De Pere Municipal Code (DPMC) and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and Zoning Map amendment and, pursuant thereto, a public hearing having been held on the 19th day of March, 2024 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property:

Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, and WD-732**,** 100 BLK-600 BLK Third ST, approximately 0.0 feet southeast from the Third ST and Main AV intersection, and approximately 0.0 feet northeast from the Third ST and Stewart ST, and west from the Fox River

shall be and the same is hereby rezoned from the present zoning classification of PI-1 Neighborhood Public & Institutional District to PI-2 Campus Public & Institutional District as set forth in and regulated by the provisions of Chapter 14, Article V Special Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-72 De Pere Zoning Code, with approval of the corresponding Master Plan, conditioned upon compliance with the provisions of Chapter 14, DPMC.

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

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

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 2/26/2024
Publication Date: _____
Effective Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Recommendation from Finance/Personnel Committee to use $2,765 from the Fire Department Donation Account for boat work.**

Unanimously approved.

ATTACHMENTS:

- 20240306092558098 (PDF)

Memo

To: Honorable Mayor James Boyd
Members of the Common Council

From: Fire Chief Alan Matzke AGM

Date: March 12, 2024

Re: Request to Use Donations for Boat Work

De Pere Fire Rescue is requesting approval to utilize $2,765 from the donation account (Account #100-48520) to pay for blasting and painting on the fire boat we are currently refurbishing.

At the August 1, 2023, Common Council meeting, a joint request was made on behalf of both the Fire and Police departments to pursue obtaining ownership of a government surplus vessel from the Federal Government. Approval was granted and the vessel was acquired.

The vessel was brought back to De Pere and staff from the fire department and MSC have significantly cleaned, executed minor repairs and restored it to running condition. The vessel was sea trialed by staff on the Fox river on November 21, 2023.



Staff from the Fire Department have worked diligently to modify and refurbish the boat to best serve the needs of our community. These efforts have been supported by Metal Storm Inc., a De Pere business, who has assisted and facilitated the project with guidance and heated workspace at no cost to the city.





We are at the point of the project where we would like to have the boat sandblasted to remove any corrosion caused by its previous life in the San Fransisco Bay. Once the blasting is complete, we propose coating the bottom of the boat with anti-fouling paint. The purpose of the paint is to keep the hull free from algae growth when it's in the water.

Having Metal Storm, Inc. complete the blasting and painting will save our staff hundreds of hours of time they would spend sanding and painting by hand and minimize any exposure of hazard and risk to our staff associated with the process.

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Recommendation from Finance/Personnel Committee to accept $500 donation from civic groups of De Pere for therapy dog Stanley.**

Unanimously approved.

ATTACHMENTS:

- 20240306092527181 (PDF)

Memo

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

From: Alan Matzke, Fire Chief

Date: March 12, 2024

Re: Consider Donation from Civic Groups of De Pere

The Fire Department is requesting acceptance of a donation from nine Civic Groups of De Pere, in the amount of $500. The check was issued from the Kiwanis Club of De Pere – Charity Fund, P.O. Box 5981, De Pere, Wisconsin 54115, which is one of the nine Civic Clubs of De Pere. Executive Assistant Lea Taylor received this donation from the Civic Clubs for being honored as the 2023 Fire Department Outstanding Employee. The accepted donation would be placed in the Therapy Dog 'Stanley" Fire Department Donation Account #100-48520-360.

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from Finance/Personnel Committee to approve 2024 Non-Benefit Eligible Employees Wage Scale.**

ATTACHMENTS:

- Finance-Personnel Committee Memo - 3.2024 (PDF)
- 2024 Seasonal Part-time-Non-Benefit Eligible- Employee Wage Schedule -redline (PDF)

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee
From: Tracy Hood, Human Resources Generalist
Date: March 12, 2024

RE: Recommendation and Possible Action on 2024 Non-Benefit Eligible Employees Wage Scale*

Note: At the March 12, 2024, Finance/Personnel Committee the below recommendation was approved unanimously.

Attached please find the 2024 pay recommendations for the Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale.

There are two positions that we recommend adding to the wage scale. The departments have funds in their 2024 budget to cover the cost of the new positions. The recommendations are as follows:

- Environmental Health Intern – Level 3
  - This position is grand funded.
- Tax Collection Assistant – Level 4

We also recommend removing the minimum hour requirement for employees to receive reimbursement for Lifeguard certification or recertification as well as the requirement for the Senior Pool Manager to work one season before being reimbursed for their Lifeguard Instructor certification.

Additionally, we recommend adding the ability to re-hire retired City employees, who return to a similar position from which they retired, at the wage they were at when they retired.

Please feel free to contact me at 339-4045 if you have questions prior to the meeting.

Thank you.

2024 Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale

Wages Effective: January 1, 2024

Updated 07/24/2023

Position	Starting Wage	After Minimum of 1 Year/ Returning Wage	Employment Period
Level 1	$13.00	$14.00	
- Event Server^^			Summer
- Assistant Instructor			Year Round
- Youth Recreation Supervisor			Winter
Level 2	$14.00	$15.00	
- Pool Facility Attendant			Summer
- Playground Leader			Summer
- Election Inspector			As needed
Level 3	$15.00	$16.00	
- Camp Counselors			Summer
- Kidz Zone			Fall-Spring
- Community Center Facility Attendant			Year Round
- Community Service Officer			Year Round
- Environmental Health Intern			Summer
Level 4	$16.00	$17.00	
- Community Center Maintenance			Year Round
- Fitness Instructor			Year Round
- Event Manager^^			Summer
- Lifeguard/Swim Instructor***			Summer
- Tennis Instructor			Summer
- Art/Theatre Instructor			Summer
- Park, Street & Water Maintenance Laborer			Summer
- Sign Maintenance Aide			Summer
- Shop Assistant			Summer
- Building Maintenance Assistant			Year Round
- Tae Kwon Do Instructor/Tai Chi Instructor			Year Round
- Youth Activity Instructor			Year Round
- Election Specialist			As Needed
- Tax Collection Assistant			Winter
Level 5	$17.00	$18.00	
- Assistant Pool Manager			Summer
- Water Fitness Instructor			Year Round
- Parent Child Aquatics Instructor			Year Round
- Park Maintenance Lead			Summer
- Dance, Pom, Twirling & Tumbling Instructor			Year Round
- Enrichment Instructor			Year Round
- Water Department Intern			As Needed
- Development Services Intern			As Needed
- Chief Election Inspector			As Needed
Level 6	$18.00	$19.00	
- Basketball Supervisor			Fall-Winter
- Crossing Guard*****			Year Round
- Paid On Call Firefighter****			Year Round
- Paid On Premise Firefighter**** / ******			Year Round
Level 7	$19.00	$20.00	
- Forestry Field Assistant/Intern			Summer
- Recreation Office Assistant			Year Round
- Pool Manager			Summer
- Band Director			Spring-Summer
- Video Production Assistant^			Year Round
Level 8	$20.00	$21.00	
- Yoga/Pilates/Zumba with basic certification *			Year Round
- Engineering Aide			Summer
- Spring/Fall Maintenance			Spring/Fall
- Rubbish Site Attendant			Year Round
Level 9	$21.00	$22.00	

Position	Starting Wage	After Minimum of 1 Year/ Returning Wage	Employment Period
Level 10	$22.00	$23.00	
Level 11	$23.00	$24.00	
- Accountant			Year Round
- Training & Safety Officer (Fire)**** / ******			Year Round
- Senior Pool Manager***			Summer
- Yoga/Pilates/Zumba with advance certification after 1yr. employment unless approved by Mgr. (ACE, AFAA, E-RYT 500 hrs) *			Year Round
- Snow Plow Driver			Winter
- Seasonal Maintenance Worker (CDL Req'd)			Spring & Fall
Level 12	$35.00	$36.00	
- Plumbing Inspector			Year Round
- Electrical Inspector			Year Round
Non-Classified Wage Rates			
- Scorekeeper	$14.00/ga	$15.00/ga	Fall-Winter
- Court Monitor	$16.00/ga	$17.00/ga	Fall-Winter
- Kickball Official**	$18.00/ga	$19.00/ga	Summer
- Flag Football Official	$18.00/ga	$19.00/ga	Fall
- Slow/Co-ed Softball Umpire**	$21.00/ga	$22.00/ga	Summer-Fall
- Basketball Official**	$40.00/ga	$41.00/ga	Fall-Winter
- WIAA Certified Basketball Official**	$45.00/ga	$46.00ga	Fall-Winter

The After Minimum of 1 Year/Returning Wage is designed to reward employees for good work performance and continual years of service. Employees are given the After Minimum of 1 Year/Returning Wage with supervisor approval, if they return to same employment the following season or each January 1st with satisfactory work performance. (New hires hired after June 30th will receive an increase the second January 1st after start date or when returning for a second season, whichever happens first)
Note: When a position is reclassified or the entire wage schedule is adjusted, current/returning employees in affected positions would start at the starting wage regardless of how many years they have been employed with the City. The exception to this is if placing a returning employee at the starting wage would either reduce their wage or not give them an increase, those employees should be placed at the After Minimum of 1 Year /Returning Wage.

If an employee retires from the City and returns to work seasonally in a similar position to the one they retired from, the employee may be brought back at the wage they were at when they retired.

- First year employees in any classified level shall start at Step 1, unless approved otherwise approved by the department head.

* Eligible to earn incentive pay based upon number of participants enrolled. Incentive pay ranges an additional .25 hours to 1.25 hours per class.

** Umpires or officials that are scheduled with a partner and work a game alone will be paid at 1.5 times the game rate.

*** The City of will reimburse employees the cost of certification or recertification, up to the average cost of certification or recertification for the area, for positions that require lifeguard certification. ~~lifeguard employees contingent on staff successfully working 100 hours within one calendar year.~~ The City will reimburse the cost for the Lifeguard Instructor certification for the Senior Pool Manager employee. ~~contingent upon staff successfully completing one season of employment~~.

**** Receives $50/month on-call pay if meet minimum response requirements for emergency incidents and duty crew. Responses will be reviewed annually by department.

***** Receives $20/month gas stipend for regular assigned guards. This benefit is discontinued for guards assigned to a regular position on or after April 1, 2019.

****** Receives $0.25/hour for each of the following certifications: Firefighter II, Fire Inspector, Driver Operator Pumper, Driver Operator Aerial, Emergency Services Instructor, Fire Officer I, Fire Officer II; Receives $1.00/hour for EMT-P Licensure

^ Paid at least a minimum of 2 hours each day worked

^^ Bartenders License required and shall be reimbursed by the City upon successful attendance of at least three events.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from Finance/Personnel Committee to approve agreement with Clarity Enrollment Solutions for voluntary employee benefits.**

ATTACHMENTS:

- Memo to Finance for approval of agreement (PDF)
- City of De Pere DOU - City revisions 3.5.24 agreement(PDF)

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: March 12, 2024

RE: Recommendation and Possible Action to approve agreement with Clarity Enrollment Solutions for Voluntary Benefits that will be offered to employees

Note: At the March 12, 2024, Finance/Personnel Committee the below recommendation was approved unanimously.

As part of the benefit renewal we brought forward for approval last October we shared that we will be offering voluntary benefits to employees (Accident, Critical Illness, and a Hospital Indemnity plan). These benefits are voluntary, and the entire cost of monthly premium will be paid by the employee, via payroll deduction.

We will be educating our employees using benefit educators through a company called Clarity Enrollment Solutions at no charge to the City. Attached is an agreement with Clarify Enrollment Solutions for this service.

If you have questions in advance of the meeting, please contact me at 339-4045.

Clarity Enrollment Solutions, LLC

Document of Understanding

Employer: City of De Pere

Broker: M3

A successful enrollment requires a partnership between Clarity Enrollment Solutions, the broker and employer. Clarity is dedicated to working with all parties to achieve the desired results of the upcoming enrollment.

Partner Information

Employer: City of De Pere *(referred to as employer in this agreement)*
Address: 335 S Broadway, De Pere, WI 54115
Brokerage Firm: M3 *(referred to as broker in this agreement)*

Method of Enrollment

Clarity Enrollment Solutions will facilitate enrollment with each benefit-eligible employee.

Employer Initials _____ Broker Initials _____

Enrollment methods will consist of:

- ☐ One-on-One meetings onsite
- ☑ Telephonic meetings
- ☐ Self-serve
- ☐ Employer-Assisted self-serve

Benefits to be Enrolled

The purpose of the enrollment will be to communicate and/or enroll each of the following benefits or services:

Benefit / Services

Accident - Enroll
Critical Illness - Enroll
Hospital Indemnity - Enroll

Employer Initials _____ Broker Initials _____

Competing Benefits

Employer Initials _____ Broker Initials _____

If competing benefits from other carriers are currently in place, Employer agrees to end payroll deductions and/or cancel coverage.

Pre-Communication

To aid in employee education and awareness, all parties have agreed to use the following communication.
Clarity can create these documents based on the plan information, rates, etc. provided by the broker and carriers. All communication materials will be shared electronically; employer is responsible for printing and distribution.
Please BCC Clarity on any electronic employee communications.

Employer Initials _____ Broker Initials _____

- ☐ **Announcement** - to be emailed to Employer. Employer is responsible for distribution
  Target distribution date: 04/22/2024
- ☐ **Final Reminder** – Employer is responsible for distribution
  Target distribution date: 04/29/2024

Employer Responsibilities

Employer Initials _____ Broker Initials _____

- Mandatory enrollment on company time during designated dates. Employer agrees they will make all effort to require >85% of eligible employees to enroll/waive either via face-to-face meeting or call center.
- Distribute pre-communication material related to the services offered by Clarity Enrollment Solutions.
- Deduct premiums for the products listed in this agreement.
- Adhere to dates and terms outlined in the implementation timeline.
- If enrollment is taking place on the employer's technology platform, Clarity will need basic reporting access. If reporting access cannot be granted, employer agrees to provide daily enrollment reports in Excel or .cvs format. These reports must include a unique employee identifier, coverage amounts/tiers, benefit elections/waivers, deduction amounts, and the date elections were taken.
- After the final date of scheduled enrollment services, if there are employees who still need to go through the enrollment process, the employer will be responsible for the collection of their elections and waivers and for sharing those elections and waivers with the appropriate parties.

Expenses

Employer Initials _____ Broker Initials _____

Employer agrees that all of Clarity Enrollment Solutions' set-up costs associated with this enrollment will be waived in return for the offering of voluntary benefits outlined in this agreement. Further, the employer will not be responsible for direct expenses associated with Clarity's enrollment process. However, the employer agrees to reimburse Clarity any unrecoverable enrollment related costs (including unrecoverable call center expenses, printing expenses and enroller fees that are incurred prior to the enrollment in the following instances):

- If the agreed to mandatory meetings are not scheduled in advance for > 85% of the benefit eligible employees
- Postponement of enrollment occurring less than 90 days from the scheduled start of the enrollment
- Postponement that lasts for more than 90 days
- If enrollment begins as scheduled, then is canceled or postponed to a later date

Term of Agreement

Employer Initials _____ Broker Initials _____

Term of Agreement

Enrollment services provided by Clarity will begin on 05/06/2024 and shall continue in force until the completion of the enrollment timeline on 05/10/2024. This agreement may be terminated as of any date mutually agreed to in writing by the parties hereto.

Indemnification

Employer Initials _____ Broker Initials _____

Indemnification

a. Each party agrees to indemnify and hold harmless the other party from all fines, claims, demands, suits, actions or costs, including reasonable attorneys' fees, of any kind and nature arising solely by reason of the indemnifying party's breach of this agreement or negligent action(s) or omission(s). Nothing contained herein is intended to waive or estop either the City or its insurers from relying upon the limitations, defenses and immunities contained within

§§ 345.05 and 893.80 of the Wisconsin Statutes. To the extent indemnifica
is available and enforceable, the City or its insurers shall not be liable in
indemnity contribution or otherwise for an amount greater than the limits of
liability of municipal claims under Wisconsin law.

Confidential Information

Employer Initials _____ Broker Initials _____

The parties agree that Clarity's Software, marketing, education materials, plans, procedures, techniques and manuals are of trade secret or proprietary nature. The parties acknowledge that the Employer and its personnel may be in possession of and have access to Clarity's confidential information. Except as otherwise required by law, Employer agrees not to disclose to others or take or use for Employer's own purposes or the purposes of others at any time, any Confidential Information of Clarity's that may have been or may be obtained by Employer by reason of its

Clarity agrees to regard and preserve as confidential all records and other information relating to Employer data including but not limited to, participation, demographic and benefit election information and any materials developed exclusively for Employer. Clarity will not, without written authority from Employer, disclose to others any such records or other information. This provision shall survive the termination of this Agreement.

Witnesses

The parties have caused this agreement to be executed by their respective officers/decision makers duly authorized to do so and bind each organization to the terms and conditions of this Agreement.

Employer

Print Name _____

Signature

Date _____

Clarity Enrollment Solutions, LLC

Print Name Joe

Signature Joe Gruis

Date 1/18/2024

Broker

Print Name _____

Agency

Signature

Date _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Amy Darnick**
SUBJECT:	**Recommendation from Finance/Personnel Committee to approve Additional Compensation Employment Agreement for Emotional Support Animal Care.**

*This item was approved by the Finance & Personnel Committee by a vote of 5-0 at its March 12, 2024, meeting.

As part of the routine, additional care required for De Pere Fire Rescue's emotional support animal Stanley during non-work hours, staff has prepared the attached Agreement to meet the Fair Labor Standards Act's requirements. Based upon DPFRD's Executive Assistant providing the majority of Stanley's care during non-work hours, such care would qualify under the FLSA for overtime compensation; however, the FLSA permits an agreement between the parties to allow for additional compensation in lieu of the overtime. Staff recommends approval of this Agreement.

ATTACHMENTS:

- Stanley DPFR Ex Asst. FLSA Employment Agreement - FINAL (DOC)

ADDITIONAL COMPENSATION/PAY EMPLOYMENT AGREEMENT

This Agreement, entered into and made by and between the CITY OF DE PERE, a Wisconsin Municipal Corporation (herein referred to as the "City"), and LEA TAYLOR (herein referred to as the "Employee") is made with reference to the following:

WHEREAS, Employee is a member of the City of De Pere Fire and Rescue Department (hereinafter "Department") and is providing additional care for an emotional support animal as an Employee of the City and Department; and

WHEREAS, Employee has assumed responsibilities of sharing in the care, custody and control of a fire support dog named Stanley (herein referred to as "Dog") in conjunction with her work as an Employee; and

WHEREAS, Dog has been specially trained to assist and support employees in coping with fire and emergency medical services tasks; and

WHEREAS, the care of Dog periodically results in responsibilities and supervision outside the normal course of the work schedule and job duties of the Executive Assistant role; and

WHEREAS, the personality and purpose of the Dog along with its attachment to the Employee preclude additional care by other employees; and

WHEREAS, Employee has been one of two individuals providing care and supervision of Dog since Dog's assignment to the Department.

NOW THEREFORE, for good and valuable consideration of which both parties acknowledge and agree is sufficient under the terms of this Agreement:

1. Employee may provide additional care for the City's emotional support animal in relation to her employment as an Executive Assistant in the Department. Therefore, Employee may receive additional compensation or pay conditioned upon a specific written agreement with the City pursuant to the requirements of the Fair Labor Standards Act.

2. Employee understands that the Executive Assistant position is non-exempt in relation to overtime compensation and acknowledges and agrees to receive additional compensation or pay in the amount of One Hundred Dollars and No Cents ($100.00) per pay period for additional care of the Dog during non-working hours in lieu of overtime compensation under this written Agreement to satisfy the understanding of the parties consistent with and pursuant to the Fair Labor Standards Act.

3. City hereby consents to Employee providing additional care for Dog during non-working hours in exchange for additional compensation or pay and Employee doing all of the following:

a. Defend, indemnify, and hold harmless the City and its officials, officers, employees, representatives, and agents with respect to any loss, damage, claim, injury, or liability that arises outside of the course or scope of employment, directly or indirectly, or is in any way related to, Dog or Employee's actions with Dog during non-working hours including reasonable attorney's fees; and

b. Waive any right Employee may have on behalf of herself and her heirs, assigns, and successors for any loss, injury, damage, claim or liability arising out of or in any way related to Employee's care or possession of Dog during non-working hours.

4. The City shall continue to maintain ownership of the Dog along with financial responsibility for its care, maintenance, food, and shelter and makes no promises, representations, or warranties concerning the physical or mental health of Dog. Employee agrees to take care of the Dog **"AS IS"** and the City hereby disclaims all warranties.

5. Employee shall give the City no less than 30 calendar day's written notice of their intention to resign the additional care of the Dog.

6. Employee may arrange for alternative care of the Dog on a short-term basis for a of time period not to exceed fourteen (14) days provided that alternative care is only performed by an exempt employee of the Department and the written approval of the Fire Chief in their sole discretion. Employee is not entitled to any additional compensation or pay during the period of alternative care.

7. Employee may submit a written request for sole ownership of the Dog upon the Dog's retirement, which is subject to the City's approval in its sole discretion.

8. This Agreement shall terminate upon Employee ceasing or stopping the additional care of the Dog and Employee shall no longer receive any additional compensation or pay as otherwise set forth in this Agreement.

9. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

10. This Agreement can be amended only in writing signed by both parties.

11. It is agreed that nothing in this Agreement shall be construed as a waiver, replacement, or forfeiture of any legal rights and defenses available to the City.

12. This Agreement constitutes the entire understanding of the parties and may not be amended.

13. This Agreement supersedes and replaces all other written or oral agreements.

14. This Agreement shall be governed by interpreted under Wisconsin laws.

EMPLOYEE ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT IN FULL AND UNDERSTANDS ITS TERMS AND CONDITIONS.

In witness thereof, the parties have executed this Agreement this _____ day of _____, 2024.

CITY OF DE PERE **EMPLOYEE**

BY: _____ BY: _____
James G. Boyd, Mayor Lea Taylor

ATTEST:

BY: _____
Carey E. Danen, City Clerk

_____
De Pere Fire Rescue Department Representative

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from Finance/Personnel Committee to add a Forestry Supervisor Position to the Forestry Division, after July 1, 2024.**

** At its meeting on Tuesday, March 12, 2024, the Finance/Personnel Committee unanimously approved the addition of a Forestry Supervisor position as recommended by the Board of Park Commissioners. ** The Board of Park Commissioners, at the February 15, 2024 meeting, approved the addition of a Forestry Supervisor position to the Forestry division, after the Park Superintendent position has been filled and not before July 1st. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:

- Memo.Staff Addition.Final (DOCX)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Shannon Metzler, Human Resources Director/Assistant City Administrator
Date: February 15, 2024

RE: Parks, Recreation and Forestry Department Reorganization – Staff addition proposal

Staff is looking for consideration and approval to add a Forestry Supervisor position to the Forestry division.

Background:
In January of 2024 we received notice from our Park Superintendent/City Forester that he was retiring. Whenever we have a staff opening, we always conduct an analysis of the position and organization to determine the best course of action for the City. After reviewing the situation and department, staff is recommending a reorganization that includes the creation of a Forestry Supervisor position. This Forestry Supervisor position allows us to separate two very difficult and different specialties,(Forestry Management and Parks Management) and would allow for better efficiency in several areas including the Forestry field work and administration for parks and forestry. This structure change ultimately satisfies our need for more forestry field staff but also fills the void of having a subject matter expert to perform administrative tasks. In addition, separating the functions allows for greater administrative oversight for our park operations which includes project management.

General Job Description:
Park Superintendent – the core job description of the Park Superintendent will remain the same, however there will be a greater emphasis on Parks, day-to-day operations, and project management. The position will also include oversight to the forestry division, however many of the specialized Forestry duties would be handled by the Forestry Supervisor. We need someone in this position with Forestry knowledge and understanding, however they would not need to be a Certified Arborist as our Forestry Supervisor would a Certified Arborist.

Forestry Supervisor – this position will lead and schedule the day-to-day operations of the Forestry Division. In addition, they are projected to conduct field work half of their time and the other half would be handling administrative duties such as resident calls/complaints, disease diagnosis, tree planting program administration, tree removal scheduling and planning, tree inspections, public relation events such as Arbor Day plantings with schools, etc.

Organizational Chart/Flow:
With this proposal, we recommend the Park Superintendent directly supervise the Forestry Supervisor, and the Forestry Supervisor directly supervise the two Arborists.

Budget Implications/Options:

Option A: Implement the reorganization in 2024. We would start recruiting now to replace the Park Superintendent/City Forester with a Park Superintendent and once filled would hire a Forestry Supervisor in July. The cost impact of this is approximately $34,400. With benefits, the total cost is approximately $53,210. This option is the preferred option, but unfortunately, we would need to request dollars from unassigned reserves.

Additional Notes:

- Benefit costs can be significantly impacted by the type of health insurance employees elect (i.e. family health insurance versus waiving coverage, so this is just an estimate).
- The Park department requested an additional Arborist as part of the 2024 budget. A full-time Arborist was not approved but a Forestry Intern position was approved as part of the 2024 budget. If the reorganization is approved, we would not fill the Forestry Intern position and have those salaries ($10,339) be allocated to the reorganization.

Option B: Replace the Park Superintendent/City Forester with a Park Superintendent now but wait to fill the Forestry Supervisor until the funds are allocated in the 2025 budget. The total budget impact with benefits will be approximately $102,491 (above cost, times two based on the position being filled for the entire year). Costs will vary slightly depending on market adjustments approved in the 2025 budget as well as benefit cost adjustments. While this option is attainable, we would need to direct various Forestry Supervisor related duties to other staff such as planning for fall street tree planting, response to resident calls/complaints, preparations for street decorating, etc….

If you have questions in advance of the meeting, please feel free to contact us.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from Finance/Personnel Committee to accept $1,000 donation from Kwik Trip, Inc. for the Police Training Center.**

The Finance/Personnel Committee voted unanimously at its meeting on March 12, 2024, to accept the donation from Kwik Trip and forward this item to the Common Council for final approval.

Kwik Trip, Inc. would like to donate $1,000 to the De Pere Police Department for use in completing our training center. The money would be used to fund the purchase new furniture for the training center.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on implementing 2024 pilot program for full length sanitary lateral replacement through the utilization of ARPA funding.**

The Board of Public Works at the March 11, 2024 meeting approved implementing 2024 pilot program for full length sanitary lateral replacement through the utilization of ARPA funding and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- 2024 0311 CI_BOPW_Lateral_Replacement (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 11, 2024

RE: Consideration and possible action on pilot Full Sanitary Lateral Replacement Program*

Staff has been investigating options for incorporating full lateral relay in the City to address inflow and infiltration in the City sanitary sewer system. The purpose for this item is to continue the discussion regarding a potential full lateral relay pilot program using a technique called pipe bursting and take possible action on the program. Pipe bursting was introduced and discussed with the Board of Public Works at the February 12, 2024 meeting.

Discussion

The City is looking to test a voluntary program to allow homeowners to replace their sanitary laterals from the sanitary sewer main all the way to their home through pipe bursting methods in conjunction with City projects. For projects with a lot of utility work, the City has been replacing clay and concrete sanitary sewer laterals from the sanitary sewer main, which is usually located in the middle of the road, to the property line (right-of-way line). This is done by excavating down to the existing sanitary sewer lateral and physically replacing the pipe. This is considered the open cut method, as the contractor is required to open the road and dig down to the pipe needing replacement. Often, this work is done in conjunction with the water service replacement for a property as they are commonly found in the same trench. For a road with 60-foot right-of-way, the cost to replace a sanitary sewer lateral in 2024 via this open cut method is $3,004 as shown on Table 1.

Table 1 - Sanitary Sewer Lateral Cost for Replacement via the Open Cut Method

Item Description	Unit	Quantity	Unit Price	Total
Remove and Replace 4” or 6” PVC Sanitary Sewer Lateral	LF	30	$88.00	$2,640.00
Provide 4” or 6” Saddle	EA	1	$364.00	$364.00
			Total	**$3,004.00**

Most of the cost for open cut replacement of a sanitary lateral is in the actual pipe and excavation costs. This cost is anticipated to get as high as $8,460.00 for properties with longer sanitary sewer lines like homes located at cul-de-sacs or near the upstream, dead end of a sanitary sewer mainline.

As part of the bid for Project 24-01 Sewer and Water Relay and Street Resurfacing, Engineering Staff solicited unit prices for the replacement of sanitary laterals utilizing pipe bursting. For a similar property located on a road with 60-foot right-of-way, the cost for sanitary lateral replacement using the pipe

burst method ranges from $3,900 to $4,700. In this instance the home is usually set back from the right-of-way line another 25-feet and another 5-feet of pipe length is assumed to enter the basement to relay the full-length of the sanitary sewer lateral. A breakdown of the anticipated pipe bursting costs is shown on Table 2.

Table 2 - Sanitary Sewer Lateral Cost for Replacement via Pipe Bursting

Item Description	Unit	Quantity	Unit Price	Total
Pipe Burst 6" or 4" HDPE Sanitary Lateral	LF	60	$10.00	$600.00
Provide Pipe Burst Connections (Home and Sanitary Sewer Main)	EA	1	$3,060.00	$3,060.00
Pipe Burst Pipe Acceptance and Televising	EA	1	$278.00	$278.00
			Total	**$3,938.00**

In the ideal situation shown in Table 2, the cost to pipe burst a sanitary sewer lateral is approximately $1,000 more per property when compared to open cutting the road to replace the sanitary sewer lateral. There is some variability in this cost as every home on a street is set back a little differently from their neighbor. However, pipe bursting sees its largest savings when long sanitary sewer laterals, like those for homes on the head of cul-de-sacs, are replaced. An extra 60 feet of pipe length only results in a $600 increase when pipe bursting methods are employed. If the contractor were to open cut this distance, the cost would increase by over $5,000.

Funding

On average, the cost to pipe burst a sanitary sewer lateral from the sanitary sewer main to the home is $1,000 more than open cut replacement of the sanitary sewer lateral from the sanitary sewer main to the right-of-way line. While there are some extra costs, there are mutual benefits in completing this work for both the homeowner and the City. The negative effects of tree roots, offset pipes, cracked pipes, and inflow and infiltration would all be mitigated through this process as pipe bursting would result in one homogeneous pipe, with fused joints immune to tree roots and inflow and infiltration.

To cover this additional $1,000 per property, the City would have to utilize funding through one of the following methods:

1. Pay directly through the sewerage utility fund.
2. Utilize American Rescue Plan Act (ARPA) funds currently allocated to fight inflow and infiltration through sump pump installation. This would require confirmation from the City Attorney that these ARPA funds are permitted to be reallocated to serve this similar purpose. These funds are only available in 2024.
3. Have the homeowner pay the difference in cost.

There are 53 homes under Project 24-01 and another 31 under Project 24-02 that are scheduled for sanitary sewer lateral replacement in the right of way. Nine of the homes under Project 24-01 would see an immediate cost savings utilizing the pipe bursting method for lateral replacement in lieu of open cutting the road due to one of the following factors:

1. Long length of the sanitary sewer lateral

2. Sanitary sewer lateral is not within a common trench and is resulting in additional hard surface disruption and replacement.

In total, if every home under Project 24-01 were to have their sanitary sewer lateral pipe burst from the sanitary sewer main to the home, the City would see an increase in project cost between $40,000 and $50,000 (1.7% to 2.1%) on a $2,333,333.33 job. Potential costs for Project 24-02 have not been determined yet.

This would be a voluntary program in 2024 with letters being sent to property owners to determine who is interested. This test program will allow staff to gather information on public concerns, legal requirements, and construction challenges.

Recommendation

Staff recommends implementing a pilot program just for 2024 covering the full cost for full lateral replacement through the utilization of ARPA funding. If this funding is not available, staff would then opt to utilize the sewerage utility fund to cover these costs. With the Board of Public Works approval, the staff will send correspondence out to those homes within the project limits to gauge interest in the voluntary program.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 23-22 MSC Fuel Tank Replacement to Interstate Pump and Tank, Inc. in the amount of $624,640.00.**

The Board of Public Works at the March 11, 2024 meeting approved award of Contract 23-22 MSC Fuel Tank Replacement to Interstate Pump and Tank, Inc. in the amount of $624,640.00 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

The City's consultant SEH received one bid (See attached bid and recommendation letter) for the contract for replacing the underground fuel tanks at the MSC. The bid received is from Interstate Pump and Tank, Inc. in the amount of $624,640.00.

The total cost of the project including design and contingencies is $772,464.00 (See attached costs). The contingencies are primarily for possible soil contamination from the existing underground fuel tanks that will need to be addressed as part of the project. The budgeted amount from the 2023 capital improvement program is $650,000. The City will need to bond for an additional $122,464 for the project as part of the 2024 bonding.

Staff is recommending accepting the bid from Interstate Pump and Tank, Inc. in the amount of $624,640.00

ATTACHMENTS:

- SEH Recommendation of Award Letter for MSC Fuel Tanks (PDF)
- Interstate Pump and Tank Bid (PDF)
- OPC De Pere Fuel Island Revised 3-4-24 (PDF)

Building a Better World for All of Us®

March 4, 2024

RE: De Pere, WI
Municipal Services Center Fuel Island Replacement
SEH No. DEPEW 161454

City of De Pere
335 S. Broadway
De Pere WI 54115

On Thursday, February 29, 2024, one (1) bid was received for the above-referenced project. The bid received was submitted by Interstate Pump and Tank, Inc., of Waukesha in the amount of $624,640.00.

In reliance on the materials and information provided by the contractor, we have determined that 1) they met the requirements for pre-qualification as established by the City of De Pere; 2) have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 3) according to their bonding agent they presently have the financial ability to complete the project as bid.
SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.
There was one bid received for this work. Due to the size, complexity and the number of trades involved, Interstate Pump and Tank was the only qualified contractor listed as a Prime Contractor for the work.

Accordingly, we recommend the project be awarded to Interstate Pump and Tank, Inc. in the amount of $624,640.00.
An amended project budget accompanies this letter of recommendation.

Sincerely,

Trevor M. Frank, AIA
Architect in WI, AZ, FL, GA, IA, IL, IN, MI, MN, NC, ND, OH, RI, SD, VA

Project Manager

ah

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SECTION 00 41 13

CITY OF DE PERE

REVISED BID FORM (2/27/2024)

PROJECT 23-22

This bid, submitted by the undersigned Bidder to the City of De Pere, in accordance with the Advertisement to Bid, which will be received until 1:00 PM, Thursday February 29, 2024 is to furnish and deliver all materials, and to perform and do all work on the project designated per Section 01 10 00 Summary of Work.

Bidder has examined and carefully prepared the bid from the plans and specifications and has checked the same in detail before submitting said proposal or bid; and that said bidder or bidder's agents, officer or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	2/20/2024
2	2/22/2024
3	2/27/2024

BASIS OF BID:

Bidder will complete the Work in accordance with the Contract documents for the following price(s):

BASE BID: Provide labor, materials services, equipment necessary for completion of work as described in Drawings and Specifications.

six hundred twenty four thousand six hundred forty Dollars

($624,640.00)

ALTERNATE NO. ___: N/A

ADD/DEDUCT

Dollars

($)

ALTERNATE NO. ___: N/A

ADD/DEDUCT

Dollars

($)

N/A BID: Provide labor, materials services, equipment necessary for completion of work as described in Drawings and Specifications.

Dollars

($)

UNIT PRICE NO. ___:

ADD/DEDUCT

Dollars

($)

ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

A.	Required Bid Security	
B.	Bid Form	(Section 00 41 13)
C.	Tabulation of Subcontractors	(Section 00 43 36)

BID SUBMITTAL

This Bid is submitted by James Bruette of Interstate Pump & Tank

The Bidder, being duly sworn, does dispose that they are an authorized representative of

Bidder, if Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Interstate Pump & Tank

State of Incorporation: WI

Type (General Business, Professional, Service, Limited Liability): LLC

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): James Bruette

Title: Sales Manager

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Wisconsin is 4/1/1986

Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. Manner of signing for each individual, partnership, and corporation that is a party to joint venture should be in manner indicated above.)

Bidder's Business Address 901 Niagara
Waukesha, WI 53186

Phone No. 262-524-8494 Fax No. _____

E-mail james@interstatepumpandtank.com

SUBMITTED on 2/28, 2024.

State Contractor License No. 500034 (if applicable)

CITY OF DE PERE
MUNICIPAL SERVICES CENTER
925 S Sixth St
De Pere, WI 54115

February 27, 2024

Subject: FUEL ISLAND REPLACEMENT
City Project No. 23-22

To Whom it may concern,

This is the evidence of authority for Jim Bruette to sign for Interstate Pump & Tank on the proposal for City of DePere FUEL ISLAND REPLACEMENT City Project No. 23-22.

Sincerely,

Lee Krmpotich
Owner

Jacob Krmpotich
President

Project 23-22
MSC Fuel Island Replacement

City of De Pere

SECTION 00 43 36

TABULATION OF SUBCONTRACTORS

The following information is submitted which gives the name, business address, and portion of work for each subcontractor that will be used in the work if the bidder is awarded the contract, and no subcontractor doing work in excess of one-half of one percent of the total amount of the bid and who is not listed will be used without the written approval of the Engineer. Additional numbered pages outlining this portion of the proposal may be attached to this page.

PORTION OF WORK	BUSINESS NAME	BUSINESS ADDRESS
Excavating	GD Constructors LLC	PO Box 409 Campbellsport, WI
Electrical	Prime Service Inc	N7257 US hwy 10 & 114 Menasha, WI
Paving	Munson-Armstrong	6747 N. Sidney Place Glendale, WI

Project 23-22
MSC Fuel Island Replacement

City of De Pere

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That Interstate Pump & Tank, LLLC,

as Principal, hereinafter called Principal, and Granite Re, Inc.,

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount of five percent of the amount bid dollars ($ 5.00%) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Project 23-22 in accordance with drawings and specifications prepared by the Director of Public Works of said City, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.

2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 26th day of February, 20 24.

In the presence of:

WITNESS

WITNESS Molli Hansen

Interstate Pump & Tank, LLLC

By:

PRINCIPAL (SEAL)

Granite Re, Inc.

By:

SURETY (SEAL)

Samuel Duchow, Attorney-in-fact

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

BETHANY J. ALRED NOTARY PUBLIC STATE OF OKLAHOMA

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 26 day of February, 2024.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

De Pere Municipal Service Center
Temporary Fuel Island
Probable Construction Costs

	BID ITEM	UNIT	QTY	UNIT PRICE	ITEM SUBTOTAL
TANK	BASE BID - INTERSTATE PUMP AND TANK BID 2/29/2024	EA.	1	$624,640.00	$624,640.00
	SUBTOTAL				**$624,640.00**
DESIGN	ENGINEERING				$33,488.00
	MASTER PLAN DOCUMENT				$13,750.00
	ADDITIONAL CIVIL ENGINEERING FOR CONSTRUCTION ADMINISTRATION				$6,890.00
	SUBTOTAL				**$54,128.00**
	SUBTOTAL OF SITE WORK AND TANK INSTALL				$678,768.00
	15% of Construction Contingency				$93,696.00
	TOTAL				**$772,464.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 24-01 Sewer and Water Relay and Street Resurfacing to Kruczek Construction, Inc. in the amount of $2,333,333.33.**

The Board of Public Works at the March 11, 2024 meeting approved award of Contract 24-01 Sewer and Water Relay and Street Resurfacing to Kruczek Construction, Inc. in the amount of $2,333,333.33 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote

ATTACHMENTS:

- 2024 0311 CI_BOPW_Award_24-01 (PDF)
- 2024 0229 CE_Project 24-01_Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 11, 2024

RE: **Consideration and possible action on award of Contract 24-01 Sewer and Water Relay and Street Resurfacing***

The Engineering Department received bids on Project 24-01 Sewer and Water Relay and Street Resurfacing on Thursday, February 29, 2024. This project involves relaying water main at various locations around the City due to the deteriorated condition, relaying sanitary laterals, and the addition of storm sewer. The streets will be milled prior to being resurfaced. The bids received are as follows:

Contractor	Amount
Kruczek Construction, Inc.	$2,333,333.33
Jossart Brothers, Inc.	$2,398,999.00
Dorner, Inc.	$2,651,358.00
De Groot, Inc.	$2,705,743.49
PTS Contractors, Inc.	$2,741,986.00
Advance Construction, Inc.	$3,095,270.00

The allocated funding amount from the capital improvement budget is $2,450,000.00, which is broken down as follows:

- Water Utility: $865,000.00
- Storm Water Utility: $605,000.00
- Street Management (Taxes and General Obligation Debt): $600,000.00
- Sewerage Utility: $335,000.00
- Private Development: $25,000.00
- Parks Department: $20,000.00

Staff's recommendation is to accept the bid from Kruczek Construction, Inc. in the amount of $2,333,333.33

Attachments:
2024 0229 CE_Project 24-01_Bid Tab (PDF)

DE PERE

PROJECT 24-01

SEWER AND WATER RELAY AND STREET RESURFACING

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Kruczek Construction Inc.		Jossart Brothers, Inc.		Dorner Inc.		De Groot, Inc.		PTS Contractors, Inc		Advance Construction Inc.	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SANITARY SEWER															
SS-01	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	1750	$88.00	$154,000.00	$105.00	$183,750.00	$126.00	$220,500.00	$80.93	$141,627.50	$149.00	$260,750.00	$164.00	$287,000.00
SS-02	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	55	$364.00	$20,020.00	$150.00	$8,250.00	$1,500.00	$82,500.00	$2,616.45	$143,904.75	$662.00	$36,410.00	$2,500.00	$137,500.00
SS-03	Provide 6" or 4" Watertight Connection to Existing Sanitary Manhole for Lateral Relay	EA	2	$428.00	$856.00	$200.00	$400.00	$1,268.00	$2,536.00	$2,323.00	$4,646.00	$1,160.00	$2,320.00	$500.00	$1,000.00
SS-04	Provide Sanitary Sewer Lateral Riser	VF	10	$70.00	$700.00	$300.00	$3,000.00	$463.00	$4,630.00	$252.50	$2,525.00	$125.00	$1,250.00	$110.00	$1,100.00
SS-05	Provide Sanitary Sewer Lateral Cleanout	EA	1	$569.00	$569.00	$500.00	$500.00	$441.00	$441.00	$489.85	$489.85	$405.00	$405.00	$600.00	$600.00
SS-06	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	6	$1,383.00	$8,298.00	$840.00	$5,040.00	$1,512.00	$9,072.00	$947.97	$5,687.82	$875.00	$5,250.00	$1,086.00	$6,516.00
SS-07	Connect to Existing Sanitary Sewer Pipe	EA	2	$846.00	$1,692.00	$500.00	$1,000.00	$2,086.00	$4,172.00	$1,767.50	$3,535.00	$870.00	$1,740.00	$1,000.00	$2,000.00
SS-08	Abandon Sanitary Sewer Lateral at Sanitary Main with Saddle and Cap or Internal Liner	EA	2	$2,580.00	$5,160.00	$850.00	$1,700.00	$2,391.00	$4,782.00	$2,424.00	$4,848.00	$1,155.00	$2,310.00	$2,300.00	$4,600.00
SS-09	Abandon 18" Sanitary Sewer (S. Erie Street at Bruss Street)	EA	1	$1,200.00	$1,200.00	$2,000.00	$2,000.00	$6,167.00	$6,167.00	$3,485.08	$3,485.08	$8,920.00	$8,920.00	$5,000.00	$5,000.00
SS-10	Sanitary Sewer Dig Down and Repair Offset Joint	EA	1	$4,000.00	$4,000.00	$2,800.00	$2,800.00	$7,215.00	$7,215.00	$3,643.54	$3,643.54	$7,530.00	$7,530.00	$14,000.00	$14,000.00
SS-11	Pipe Burst 6" or 4" HDPE Sanitary Lateral	LF	1000	$10.00	$10,000.00	$20.60	$20,600.00	$20.40	$20,400.00	$21.21	$21,210.00	$20.50	$20,500.00	$20.00	$20,000.00
SS-12	Provide Pipe Burst Connections (Home and Sanitary Sewer Main)	EA	15	$3,060.00	$45,900.00	$4,160.00	$62,400.00	$2,040.00	$30,600.00	$2,121.00	$31,815.00	$2,055.00	$30,825.00	$2,000.00	$30,000.00
SS-13	Extra Pipe Burst Excavation	EA	5	$610.00	$3,050.00	$309.00	$1,545.00	$306.00	$1,530.00	$318.15	$1,590.75	$310.00	$1,550.00	$300.00	$1,500.00
SS-14	Pipe Burst Pipe Acceptance and Televising	EA	15	$278.00	$4,170.00	$103.00	$1,545.00	$102.00	$1,530.00	$181.80	$2,727.00	$103.00	$1,545.00	$100.00	$1,500.00
SS-15	Provide Check Valve (Palmer Valve) (Undistributed)	EA	5	$255.00	$1,275.00	$103.00	$515.00	$102.00	$510.00	$106.05	$530.25	$103.00	$515.00	$100.00	$500.00
SS-16	Provide Sump Pump Basin (Undistributed)	EA	5	$306.00	$1,530.00	$360.00	$1,800.00	$357.00	$1,785.00	$371.18	$1,855.90	$360.00	$1,800.00	$350.00	$1,750.00
STORM SEWER															
ST-01	Provide 24" RCP Class III or PP Storm Sewer (Granular Backfill)	LF	360	$105.00	$37,800.00	$100.00	$36,000.00	$103.00	$37,080.00	$107.37	$38,653.20	$127.00	$45,720.00	$130.00	$46,800.00
ST-02	Provide 21" RCP Class III Storm Sewer (Granular Backfill)	LF	65	$100.00	$6,500.00	$100.00	$6,500.00	$109.00	$7,085.00	$104.96	$6,822.40	$140.00	$9,100.00	$130.00	$8,450.00
ST-03	Remove and Relay 21" RCP Class III Storm Sewer (Granular Backfill)	LF	250	$100.00	$25,000.00	$100.00	$25,000.00	$97.00	$24,250.00	$104.96	$26,240.00	$125.00	$31,250.00	$135.00	$33,750.00
ST-04	Provide 15" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	50	$68.50	$3,425.00	$66.00	$3,300.00	$75.00	$3,750.00	$75.07	$3,753.50	$113.00	$5,650.00	$106.00	$5,300.00
ST-05	Provide 12" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	270	$62.50	$16,875.00	$65.00	$17,550.00	$64.00	$17,280.00	$76.35	$20,614.50	$84.00	$22,680.00	$106.00	$28,620.00
ST-06	Remove and Relay 12" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	375	$62.50	$23,437.50	$65.00	$24,375.00	$67.00	$25,125.00	$76.35	$28,631.25	$85.00	$31,875.00	$110.00	$41,250.00
ST-07	Remove and Relay 12" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	20	$98.00	$1,960.00	$43.00	$860.00	$48.00	$960.00	$70.70	$1,414.00	$116.00	$2,320.00	$112.00	$2,240.00
ST-08	Provide 8" PVC Storm Sewer (Granular Backfill)	LF	1300	$55.00	$71,500.00	$63.00	$81,900.00	$54.00	$70,200.00	$61.11	$79,443.00	$79.00	$102,700.00	$89.00	$115,700.00
ST-09	Provide 12" PVC Storm Sewer Lateral	LF	40	$135.00	$5,400.00	$75.00	$3,000.00	$121.00	$4,840.00	$101.43	$4,057.20	$140.00	$5,600.00	$120.00	$4,800.00
ST-10	Provide 8" PVC Storm Sewer Lateral	LF	25	$78.00	$1,950.00	$62.00	$1,550.00	$89.00	$2,225.00	$78.88	$1,972.00	$125.00	$3,125.00	$85.00	$2,125.00
ST-11	Provide 6" PVC Storm Sewer Lateral	LF	2200	$43.50	$95,700.00	$60.00	$132,000.00	$54.00	$118,800.00	$51.28	$112,816.00	$69.00	$151,800.00	$71.00	$156,200.00
ST-12	Provide 24"x12" Storm Branch or Inserta Tee	EA	1	$631.00	$631.00	$900.00	$900.00	$1,145.00	$1,145.00	$745.38	$745.38	$832.00	$832.00	$1,538.00	$1,538.00
ST-13	Provide 24"x6" Storm Branch or Inserta Tee	EA	2	$257.00	$514.00	$300.00	$600.00	$732.00	$1,464.00	$472.68	$945.36	$393.00	$786.00	$418.00	$836.00
ST-14	Provide 21"x6" Storm Branch or Inserta Tee	EA	3	$257.00	$771.00	$300.00	$900.00	$732.00	$2,196.00	$472.68	$1,418.04	$235.00	$705.00	$418.00	$1,254.00
ST-15	Provide 12"x6" Storm Branch or Inserta Tee	EA	25	$70.00	$1,750.00	$300.00	$7,500.00	$832.00	$20,800.00	$422.18	$10,554.50	$145.00	$3,625.00	$418.00	$10,450.00
ST-16	Provide 8"x6" Storm Branch	EA	30	$147.00	$4,410.00	$150.00	$4,500.00	$242.00	$7,260.00	$379.76	$11,392.80	$215.00	$6,450.00	$136.00	$4,080.00
ST-17	Provide 6' Diameter Storm Manhole (Doghouse Construction over Existing Storm Sewer)	VF	8	$790.00	$6,320.00	$1,050.00	$8,400.00	$1,278.00	$10,224.00	$1,123.57	$8,988.56	$1,150.00	$9,200.00	$1,837.00	$14,696.00
ST-18	Remove and Replace 6' Diameter Storm Manhole	VF	6	$1,190.00	$7,140.00	$1,450.00	$8,700.00	$1,605.00	$9,630.00	$1,377.68	$8,266.08	$1,395.00	$8,370.00	$2,091.00	$12,546.00
ST-19	Provide 5' Diameter Storm Manhole	VF	6	$905.00	$5,430.00	$1,060.00	$6,360.00	$895.00	$5,370.00	$1,154.27	$6,925.62	$990.00	$5,940.00	$1,152.00	$6,912.00

DE PERE

PROJECT 24-01

SEWER AND WATER RELAY AND STREET RESURFACING

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Kruczek Construction Inc.		Jossart Brothers, Inc.		Dorner Inc.		De Groot, Inc.		PTS Contractors, Inc		Advance Construction Inc.	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
ST-20	Remove and Replace 5' Diameter Storm Manhole	VF	6	$905.00	$5,430.00	$1,090.00	$6,540.00	$923.00	$5,538.00	$1,154.27	$6,925.62	$990.00	$5,940.00	$1,235.00	$7,410.00
ST-21	Provide 4' Diameter Storm Manhole	VF	60	$731.00	$43,860.00	$860.00	$51,600.00	$789.00	$47,340.00	$992.03	$59,521.80	$735.00	$44,100.00	$936.00	$56,160.00
ST-22	Remove and Replace 4' Diameter Storm Manhole	VF	30	$864.00	$25,920.00	$880.00	$26,400.00	$787.00	$23,610.00	$945.74	$28,372.20	$600.00	$18,000.00	$1,046.00	$31,380.00
ST-23	Provide Type A Field Inlet	EA	1	$2,963.00	$2,963.00	$2,300.00	$2,300.00	$3,474.00	$3,474.00	$2,522.40	$2,522.40	$2,085.00	$2,085.00	$2,400.00	$2,400.00
ST-24	Provide Type B Catch Basin	EA	8	$3,685.00	$29,480.00	$3,250.00	$26,000.00	$3,581.00	$28,648.00	$3,472.73	$27,781.84	$3,350.00	$26,800.00	$4,100.00	$32,800.00
ST-25	Remove and Replace Type B Catch Basin	EA	10	$3,685.00	$36,850.00	$3,350.00	$33,500.00	$3,639.00	$36,390.00	$3,472.81	$34,728.10	$3,640.00	$36,400.00	$4,400.00	$44,000.00
ST-26	Remove and Replace Type B Inlet	EA	2	$3,533.00	$7,066.00	$3,650.00	$7,300.00	$3,480.00	$6,960.00	$3,473.13	$6,946.26	$3,640.00	$7,280.00	$4,400.00	$8,800.00
ST-27	Connect to Existing Storm Sewer Structure	EA	10	$817.00	$8,170.00	$1,000.00	$10,000.00	$1,837.00	$18,370.00	$1,515.00	$15,150.00	$1,120.00	$11,200.00	$1,000.00	$10,000.00
ST-28	Connect to Existing Storm Sewer Pipe	EA	6	$817.00	$4,902.00	$600.00	$3,600.00	$1,790.00	$10,740.00	$1,515.00	$9,090.00	$855.00	$5,130.00	$1,000.00	$6,000.00
ST-29	Storm Sewer Dig Down and Spot Repair (10' Length)	EA	1	$3,020.00	$3,020.00	$2,200.00	$2,200.00	$2,717.00	$2,717.00	$3,807.70	$3,807.70	$4,015.00	$4,015.00	$5,000.00	$5,000.00
ST-30	Storm Sewer Dig Down and Repair Offset Joint	EA	1	$3,100.00	$3,100.00	$2,800.00	$2,800.00	$2,874.00	$2,874.00	$4,393.50	$4,393.50	$4,015.00	$4,015.00	$5,000.00	$5,000.00
ST-31	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	$2,160.33	$2,160.33	$5,686.50	$5,686.50	$5,161.00	$5,161.00	$4,545.00	$4,545.00	$12,045.00	$12,045.00	$10,000.00	$10,000.00
WATER MAIN															
W-01	Provide 8" PVC Water Main (Open Cut with Granular Backfill or Directional Drill)	LF	3150	$94.40	$297,360.00	$91.00	$286,650.00	$104.00	$327,600.00	$93.80	$295,470.00	$106.00	$333,900.00	$118.00	$371,700.00
W-02	Provide 8" PVC Water Main (Open Cut with Natural Backfill or Directional Drill)	LF	80	$72.70	$5,816.00	$56.00	$4,480.00	$67.00	$5,360.00	$63.49	$5,079.20	$97.00	$7,760.00	$91.00	$7,280.00
W-03	Provide 8" PVC Water Main (Directional Drill)	LF	560	$87.00	$48,720.00	$79.00	$44,240.00	$118.00	$66,080.00	$78.35	$43,876.00	$134.00	$75,040.00	$71.00	$39,760.00
W-04	Provide 6" PVC Water Main	LF	10	$130.70	$1,307.00	$90.00	$900.00	$116.00	$1,160.00	$106.96	$1,069.60	$183.00	$1,830.00	$110.00	$1,100.00
W-05	Provide 1" HDPE Water Service	LF	2600	$75.30	$195,780.00	$59.00	$153,400.00	$72.00	$187,200.00	$54.07	$140,582.00	$67.00	$174,200.00	$71.00	$184,600.00
W-06	Provide 1" Corporation and Curb Stop	EA	80	$522.00	$41,760.00	$500.00	$40,000.00	$663.00	$53,040.00	$1,260.19	$100,815.20	$740.00	$59,200.00	$847.00	$67,760.00
W-07	Provide 2" Corporation with Plug/Saddle and 2" Galvanized Pipe	EA	5	$1,168.00	$5,840.00	$750.00	$3,750.00	$1,179.00	$5,895.00	$3,030.00	$15,150.00	$1,435.00	$7,175.00	$4,000.00	$20,000.00
W-08	Provide 8" Gate Valve	EA	11	$3,070.00	$33,770.00	$3,000.00	$33,000.00	$2,993.00	$32,923.00	$3,058.28	$33,641.08	$2,825.00	$31,075.00	$2,700.00	$29,700.00
W-09	Provide 6" Gate Valve	EA	1	$2,200.00	$2,200.00	$2,150.00	$2,150.00	$2,168.00	$2,168.00	$2,257.35	$2,257.35	$2,075.00	$2,075.00	$1,945.00	$1,945.00
W-10	Provide Hydrant (8.5' Bury)	EA	1	$6,776.00	$6,776.00	$6,000.00	$6,000.00	$6,944.00	$6,944.00	$6,664.99	$6,664.99	$6,065.00	$6,065.00	$6,349.00	$6,349.00
W-11	Provide Hydrant (7.5' Bury)	EA	1	$6,550.00	$6,550.00	$5,800.00	$5,800.00	$6,555.00	$6,555.00	$6,519.55	$6,519.55	$5,865.00	$5,865.00	$6,056.00	$6,056.00
W-12	Provide Hydrant (6.5' Bury)	EA	7	$6,325.00	$44,275.00	$5,600.00	$39,200.00	$6,241.00	$43,687.00	$6,276.14	$43,932.98	$5,675.00	$39,725.00	$5,764.00	$40,348.00
W-13	Provide 6" PVC Hydrant Lead	LF	100	$97.00	$9,700.00	$80.00	$8,000.00	$93.00	$9,300.00	$79.41	$7,941.00	$140.00	$14,000.00	$95.50	$9,550.00
W-14	Provide 1/2 Vertical Offset	EA	1	$1,518.00	$1,518.00	$1,800.00	$1,800.00	$4,954.00	$4,954.00	$3,407.74	$3,407.74	$3,625.00	$3,625.00	$2,724.00	$2,724.00
W-15	Provide Connection to Existing Water Main	EA	6	$1,285.00	$7,710.00	$2,000.00	$12,000.00	$3,037.00	$18,222.00	$2,974.45	$17,846.70	$3,345.00	$20,070.00	$2,500.00	$15,000.00
W-16	Provide 10"x6" Tapping Tee and Valve	EA	1	$4,650.00	$4,650.00	$5,000.00	$5,000.00	$6,280.00	$6,280.00	$6,898.30	$6,898.30	$5,095.00	$5,095.00	$7,330.00	$7,330.00
W-17	Remove Hydrant (1768 W. Matthew Drive)	LS	1	$505.00	$505.00	$750.00	$750.00	$1,643.00	$1,643.00	$1,515.00	$1,515.00	$1,990.00	$1,990.00	$2,000.00	$2,000.00
W-18	Abandon/Remove Existing Water Main and Appurtenances	LS	1	$2,500.00	$2,500.00	$14,000.00	$14,000.00	$10,039.00	$10,039.00	$18,685.00	$18,685.00	$9,568.00	$9,568.00	$15,750.00	$15,750.00
STREET AND DRAINAGE															
SD-01	Unclassified Excavation	CY	100	$25.50	$2,550.00	$20.00	$2,000.00	$25.00	$2,500.00	$35.35	$3,535.00	$40.00	$4,000.00	$30.00	$3,000.00
SD-02	Provide 1 1/4" Crushed Aggregate Base Course	TON	250	$16.30	$4,075.00	$20.00	$5,000.00	$24.00	$6,000.00	$20.71	$5,177.50	$15.00	$3,750.00	$16.00	$4,000.00
SD-03	Mill Asphaltic Concrete Pavement 1 3/4" Depth	SY	23850	$2.45	$58,432.50	$2.50	$59,625.00	$2.40	$57,240.00	$2.55	$60,817.50	$2.50	$59,625.00	$3.50	$83,475.00
SD-04	Mill Asphaltic Concrete Pavement Additional 2" Depth (Overmill Areas)	SY	3000	$6.60	$19,800.00	$6.75	$20,250.00	$6.70	$20,100.00	$6.95	$20,850.00	$6.75	$20,250.00	$4.45	$13,350.00
SD-05	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 3" Upper Layer (Optimist Park)	TON	60	$148.00	$8,880.00	$150.00	$9,000.00	$148.00	$8,880.00	$150.84	$9,050.40	$150.00	$9,000.00	$156.00	$9,360.00
SD-06	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 2" Upper Layer	TON	2900	$75.00	$217,500.00	$75.45	$218,805.00	$74.70	$216,630.00	$77.68	$225,272.00	$75.35	$218,515.00	$77.80	$225,620.00
SD-07	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S 2" Lower Layer	TON	1300	$78.00	$101,400.00	$80.00	$104,000.00	$77.80	$101,140.00	$80.86	$105,118.00	$78.40	$101,920.00	$134.00	$174,200.00

DE PERE

PROJECT 24-01

SEWER AND WATER RELAY AND STREET RESURFACING

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Kruczek Construction Inc.		Jossart Brothers, Inc.		Dorner Inc.		De Groot, Inc.		PTS Contractors, Inc		Advance Construction Inc.	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SD-08	Provide Asphalt Patch	SY	500	$41.00	$20,500.00	$41.20	$20,600.00	$40.80	$20,400.00	$42.42	$21,210.00	$41.15	$20,575.00	$62.00	$31,000.00
SD-09	Remove and Replace 24" Concrete Curb and Gutter	LF	3500	$59.00	$206,500.00	$62.00	$217,000.00	$61.70	$215,950.00	$72.01	$252,035.00	$68.00	$238,000.00	$57.45	$201,075.00
SD-10	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	250	$49.00	$12,250.00	$51.00	$12,750.00	$50.60	$12,650.00	$60.48	$15,120.00	$57.00	$14,250.00	$52.00	$13,000.00
SD-11	Remove and Replace 24" Concrete Curb and Gutter (HES-3DAY)	LF	60	$56.00	$3,360.00	$60.00	$3,600.00	$59.80	$3,588.00	$68.96	$4,137.60	$66.00	$3,960.00	$61.00	$3,660.00
SD-12	Remove and Replace 30" Concrete Curb and Gutter	LF	450	$66.40	$29,880.00	$61.25	$27,562.50	$60.80	$27,360.00	$71.08	$31,986.00	$67.00	$30,150.00	$62.00	$27,900.00
SD-13	Remove and Replace 4" Concrete Sidewalk	SY	950	$70.00	$66,500.00	$72.00	$68,400.00	$75.60	$71,820.00	$89.39	$84,920.50	$76.00	$72,200.00	$68.50	$65,075.00
SD-14	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	350	$73.00	$25,550.00	$75.20	$26,320.00	$79.20	$27,720.00	$93.10	$32,585.00	$80.00	$28,000.00	$72.00	$25,200.00
SD-15	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	6900	$2.00	$13,800.00	$2.10	$14,490.00	$2.00	$13,800.00	$2.12	$14,628.00	$2.05	$14,145.00	$2.00	$13,800.00
SD-16	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	1300	$5.00	$6,500.00	$5.15	$6,695.00	$5.10	$6,630.00	$5.30	$6,890.00	$5.15	$6,695.00	$5.00	$6,500.00
SD-17	Provide Detectable Warning Field (Natural Patina)	EA	25	$347.00	$8,675.00	$350.00	$8,750.00	$347.00	$8,675.00	$360.57	$9,014.25	$350.00	$8,750.00	$360.00	$9,000.00
SD-18	Pavement Marking Epoxy Line 12" White	LF	20	$23.00	$460.00	$22.00	$440.00	$21.40	$428.00	$22.27	$445.40	$22.00	$440.00	$21.00	$420.00
SD-19	Pavement Marking Epoxy Line 4" Yellow	LF	200	$20.00	$4,000.00	$20.00	$4,000.00	$19.40	$3,880.00	$20.15	$4,030.00	$20.00	$4,000.00	$19.00	$3,800.00
SD-20	Pavement Marking Epoxy Line 4" White	LF	20	$20.40	$408.00	$20.00	$400.00	$19.40	$388.00	$20.15	$403.00	$20.00	$400.00	$19.00	$380.00
SD-21	Landscaping - Topsoil, Seed, Fertilizer, and Mulch	SY	100	$10.00	$1,000.00	$12.00	$1,200.00	$16.00	$1,600.00	$25.25	$2,525.00	$15.50	$1,550.00	$10.00	$1,000.00
SPECIAL CONSTRUCTION															
SC-01	Pipe Foundation Stabilization	CY	10	$1.00	$10.00	$25.00	$250.00	$35.00	$350.00	$25.25	$252.50	$53.00	$530.00	$35.00	$350.00
SC-02	Provide Polystyrene Insulation Board (4" Wide)	LF	10	$20.40	$204.00	$6.00	$60.00	$11.00	$110.00	$14.14	$141.40	$5.00	$50.00	$6.00	$60.00
SC-03	Inlet Protection Type D	EA	40	$102.00	$4,080.00	$75.00	$3,000.00	$133.00	$5,320.00	$141.40	$5,656.00	$130.00	$5,200.00	$125.00	$5,000.00
SC-04	Inlet Protection Type B	EA	1	$77.00	$77.00	$75.00	$75.00	$80.00	$80.00	$151.50	$151.50	$130.00	$130.00	$50.00	$50.00
SC-05	Tree and Stump Removal	ID	70	$40.80	$2,856.00	$72.00	$5,040.00	$71.00	$4,970.00	$75.75	$5,302.50	$130.00	$9,100.00	$70.00	$4,900.00
SC-06	Adjust Inlet	EA	7	$604.00	$4,228.00	$650.00	$4,550.00	$783.00	$5,481.00	$909.00	$6,363.00	$675.00	$4,725.00	$1,000.00	$7,000.00
SC-07	Adjust Inlet and Provide New Casting	EA	2	$1,421.00	$2,842.00	$1,450.00	$2,900.00	$1,366.00	$2,732.00	$1,666.50	$3,333.00	$1,355.00	$2,710.00	$1,728.00	$3,456.00
SC-08	Adjust Manhole	EA	7	$604.00	$4,228.00	$550.00	$3,850.00	$783.00	$5,481.00	$984.75	$6,893.25	$555.00	$3,885.00	$800.00	$5,600.00
SC-09	Adjust Manhole and Provide New Casting	EA	4	$1,280.00	$5,120.00	$1,100.00	$4,400.00	$1,160.00	$4,640.00	$1,489.75	$5,959.00	$1,045.00	$4,180.00	$1,381.00	$5,524.00
SC-10	Adjust Manhole Greater than 1'	EA	2	$888.00	$1,776.00	$900.00	$1,800.00	$942.00	$1,884.00	$3,336.05	$6,672.10	$730.00	$1,460.00	$2,000.00	$4,000.00
SC-11	Reconstruct Manhole and Provide New Casting	VF	65	$420.00	$27,300.00	$560.00	$36,400.00	$677.00	$44,005.00	$805.51	$52,358.15	$665.00	$43,225.00	$1,300.00	$84,500.00
TOTAL AMOUNT BID:					**$2,333,333.33**		**$2,398,999.00**		**$2,651,358.00**		**$2,705,743.49**		**$2,741,986.00**		**$3,095,270.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #24-21 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (Verizon Wireless Antenna Installation-Merrill Street Water Tower).**

The Board of Public Works at the March 11, 2024 meeting approved the engineering services agreement with Dixon Engineering for Verizon wireless antenna installation on Merrill water tower and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

The City received a request from Verizon regarding installation of wireless antennae facilities on the City's Merrill water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by Verizon. Staff has received payment from Verizon for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering. Staff recommends approving the engineering services agreement with Dixon Engineering for the Verizon's wireless upgrade on the Merrill water tower.

ATTACHMENTS:

- Reso24-21 (PDF)
- De Pere Merrill Verizon (113394) 10.18.23 Proposal (PDF)

RESOLUTION #24-21

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(Verizon Wireless Antenna Installation – Merrill Street Water Tower)

WHEREAS, the City is in need of engineering technical services regarding Verizon's mobile wireless antenna facilities installation on the Merrill Street Water Tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering technical services within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Proposal/Contract Agreement for Antennas as is attached hereto, provided that Verizon has paid to City's Finance Director-Treasurer the sum due and owing under such contract prior to execution thereof.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/11/2024

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

4811 S. 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

Proposal/Contract Agreement for Antennas

City of De Pere, Wisconsin / Verizon (113394)
250,000 Gallon Double Ellipse – Merrill Tank 49-05-11-02

The agreement is between Dixon Engineering, Inc. (DIXON) and **City of De Pere, Wisconsin** (OWNER) to contract with DIXON for technical services for **Verizon** (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Six Thousand Five Hundred** dollars **$6,500**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Attend a Precon Meeting, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, Vice President — October 18, 2023
PROPOSED by DIXON (Not a contract until approved by an officer) — PROPOSAL DATE

_____
CONTRACT APPROVED by OWNER — POSITION — DATE

_____
CO SIGNATURE (if required) — POSITION — DATE

_____
CONTRACT APPROVED by DIXON OFFICER — EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.

B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.

C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:
   1. For cause,
      a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
      b. By DIXON upon seven days written notice:
         1) If Owner fails to pay invoices by 60 days.
         2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
         3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
         4) DIXON shall have no liability to Owner on account of such termination.

2. For Convenience,
   a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.

F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.

H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

A. If any clause, paragraph, or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

City of De Pere, Wisconsin / Verizon (113394)
250,000 Gallon Double Ellipse – Merrill Tank 49-05-11-02

I. Review of Design Drawings and Structural Documents:
   a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal are included.

II. Site Work for:
   a. Attend and participate in a Preconstruction Meeting.
   b. Perform Installation Inspections as the project progresses and a final post inspection to compare with design criteria. These inspections include a letter report and photographs.

SCHEDULE B

City of De Pere, Wisconsin / Verizon (113394)
250,000 Gallon Double Ellipse – Merrill Tank 49-05-11-02

I. PAYMENT

a. When service is rendered Owner shall pay DIXON the following line item prices:
   i. Schedule A, Item I, Review of Design Drawings and Structural Documents, the lump sum of $**1,850**.

b. Owner shall pay DIXON the following line items times the number of units used:
   i. Schedule A, Item II
      1. **(1)** Preconstruction Meeting $**1,550** per meeting
      2. **(2)** Installation Inspections $**1,550** per inspection ($3,100 Total)

II. INVOICES

a. Invoices will be compiled monthly.

b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

Attachment C
Employee Billable Rates and Terms
Antennas

Labor Class	Per Hour	Overtime Rate*
Principal	$400.00	
Officer/Associate	$200.00	
Project Manager	$187.00	$281.00
Engineer	$193.00	$291.50
CWI Welding RPR	$206.00	$308.00
DIXON Level 3 or NACE certified Level 3 RPR	$189.00-$171.00	$194.00-$255.00
DIXON Level 2 or NACE Level 2 RPR	$113.00-$143.00	$169.00-$215.00
DIXON Level 1 or NACE Level 1 RPR	$106.00-$118.00	$158.00-$176.00
Contract Support Staff	$135.00-$165.00	$204.00-$248.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging	$140.00 per diem	$130.00 per diem
Meals	$62.00 per diem	$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2023 (Revised: 9/8/2022)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #24-22 Authorizing Agreement for Consulting Services Between the City of De Pere and Utility Service Co., Inc. (2024 Reservoir & Tower Inspections).**

The Board of Public Works at the March 11, 2024 meeting approved award of contract for reservoir and tower inspections to USG Water Solutions in the amount of $1,500 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The Ninth Street reservoir (constructed 1964), Matthew water tower (constructed 1986) and Merrill water tower (constructed 1960) were last inspected in 2019.
Staff solicited eleven (11) companies for proposals (See attached) and has received the following quotes for performing the above inspections:

USG Water Solutions, Sussex, WI	= $1,500
Badger State Inspections, LLC, Osseo, WI	= $5,250
Water Tower Clean and Coat, Inc., Lodi, WI	= $8,100
Pittsburg Tank & Tower Group, Henderson, KY	= $9,620
Dixon Engineering, Inc., of Greenfield, WI	= $ 12,000
KLM Engineering, Inc., Woodbury, MN	= $ 12,000
Midco Diving & Marine, Rapid City, SD	= $12,978
Complete Restoration, LLC, Henderson, KY	= No Bid
James Orr Coating Inspections, LLC, Madison, WI	= No Bid
Lane Tank Company, Inc., Menomonie, WI	= No Bid
McMahon Associates, Neenah, WI	= No Bid

Staff reviewed the proposals that were submitted. Staff recommends approving the proposal from USG Water Solutions, Atlanta, GA. The 2024 water utility budget has $15,000 allocated for the inspections.

ATTACHMENTS:

- Reso24-22 (PDF)
- USG Water Solutions(2024 Reservoir & Tower Inspections)3-14-2024 (PDF)
- Exhibit A-USG Water Solutions (PDF)
- Exhibit B-USG Water Solutions (PDF)
- Inspection Proposal Summary 2-29-2024 (PDF)
- Badger State Inspection, LLC Proposal(PDF)

- Water Tower Clean & Coat, Inc. Proposal (PDF)
- Pittsburg Tank & Tower Group Maintenance Division Proposal (PDF)
- Dixon Engineering, Inc. Proposal (PDF)
- KLM Engineering, Inc. Proposal (PDF)
- Midco Diving & Marine Services, Inc. Proposal (PDF)

RESOLUTION #24-22

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND UTILITY SERVICE CO., INC.
(2024 Reservoir & Tower Inspections)

WHEREAS, the City is in need of inspection services to City's 9th Street Reservoir and its Merrill and Matthew Towers; and

WHEREAS, Utility Service Co., Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish the inspection services, subject to the terms and conditions of the Agreement for Consulting Services, as is attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Utility Service Co., Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/11/2024

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND UTILITY SERVICE CO., INC. (2024 Reservoir & Tower Inspections)

THIS AGREEMENT made and entered into this ___ day of _____, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Utility Service Co., Inc. (U.S.C., Inc.), d/b/a Utility Service Group Water Solutions, LLC, a foreign corporation authorized to conduct business in Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is required to inspect its water storage facilities every five years pursuant to Wisconsin Statutes § NR 810.14, and is in need of a qualified consulting firm to a complete inspections of its 9th Street Reservoir, Matthew Water Tower and Merrill Water Tower; and

WHEREAS, Consultant has available and offers to provide qualified personnel and professional assistance 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 dated January 29, 2024 (Exhibit A) and Consultant's Proposal thereto dated February 29, 2024, (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 access to the De Pere Ice Area, as well as all historical data/information and other information concerning the project that may be applicable, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

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 inspections by July 31, 2024. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

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

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national 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 $5,000,000.

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 and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects,

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 persons and firms performing subcontract work.

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVIII. SUSPENSION OF WORK

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

the performance of the work impossible. The Consultant may request that work be 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 a 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 De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
USG Water Solutions, LLC
Attn: Tyler Argall
Water System Consultant (State of Wisconsin)
1230 Peachtree Street NE; Suite 1100
Atlanta, GA 30309

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

UTILITY SERVICE CO., INC.	CITY OF DE PERE, WISCONSIN
By: _____	By: _____
Name: _____	James G. Boyd, Mayor
Title: _____	
By: _____	By: _____
Name: _____	Carey E. Danen, City Clerk
Title: _____	

J:\Law\Agreements\Consultant\USG Water Solutions(2024 Reservoir & Tower Inspections)3-14-24.docx

CITY OF DE PERE

Public Works Department

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

January 29, 2024

RE: Request for Proposals
2024 Reservoir & Tower Inspections

The City of De Pere is requesting a proposal from your firm to complete inspections of the 9th Street reservoir, Matthew water tower, and Merrill water tower. The City is required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years

City of De Pere 9th Street Reservoir

The City of De Pere: 9th Street reservoir is a 250,000 – gallon ground storage reservoir that was constructed in 1964. The reservoir was last inspected in 2019 was a dry inspection. The interior of the reservoir for this inspection will require a minimum wet inspection.

City of De Pere Matthew Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Matthew Tower. The tower is a 500,000 gallon– single pedestal spheroid steel tank that was constructed in 1986. The height of the tower is 134.5 feet, and the diameter of the tower is 56 feet. The tower was last inspected in 2019 with a dry inspection. The interior of the tank for this inspection will require at a minimum a wet inspection.



City of De Pere Merrill Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Merrill Tower. The tower is a 250,000-gallon multi-legged steel elevated storage tank that was constructed in 1960. (See picture below) The height of the tower is 121.2 feet and the diameter of the tower is 40 feet. The tower was painted inside and out in 2003. The tower was last inspected in 2019 with a dry inspection. The interior of the tank for this inspection will require at a minimum a wet inspection.



Scope of Work:

1. Review existing drawings and as-built of reservoir and tower and any other pertinent information pertaining to the reservoir and tower.

2. Conduct all tank inspections to meet Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes **NR 810.14 Water storage facility inspections** requirement.

3. Prepare a final report showing the result of the reservoir or tank inspection(s). The report shall include a summary of the inspection and a list of any deficiencies in the reservoir or tank. The written report will include photos for the reservoir or tank inspection(s). The final report will contain recommendations for future work based on the results of this inspection.

4. Prepare reports for WDNR as required.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The reservoir/standpipe inspections shall be completed by July 31, 2024.

Indemnification:

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

Insurance Requirements:

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

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

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

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

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

Additional Information:

- Sample consultant agreement is attached.

All proposals should include the following information:

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

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

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

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

Sealed proposals marked **"Reservoir/Tower Inspections"** on envelope are to be delivered or mailed to:

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

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

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

If you have any questions regarding De Pere's reservoir, tower, or this proposal, please call Eric Zygarlicke at (920) 339-4063.

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility
2024 Reservoir/Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

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

Lump Sum Price for 9th Street Reservoir Inspection: $ _____

Lump Sum Price for Matthew Water Tower Inspection: $ _____

Lump Sum Price for Merrill Water Tower Inspection: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

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

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

_____	_____
Signature of Bidder	Date
_____	_____
Print or Type Name of Bidder	Title

Estimated Start Date: _____

Exhibit B



USG WATER SOLUTIONS

Proposal for

2024 Reservoir & Tower Inspections

City of De Pere, WI
February 29, 2024

Exhibit B

DE PERE

RUNS DEEPER

Proposal for
2024 Reservoir & Tower Inspections

Public Works Department
City of De Pere, WI

Submitted By: Utility Service Group Water Solutions, LLC
Legal Entity: Utility Service Co., Inc. (Tax Identification No. 58-1920989)
Address (HQ): 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309
Phone Number: (855) 526–4413

USG WATER SOLUTIONS

COVER LETTER

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

Dear Mr. Thoreson,

We sincerely thank you for the opportunity to respond to the City of De Pere's *Request for Proposal (RFP) for 2024 Reservoir & Tower Inspections.* We are uniquely positioned to provide the City of De Pere with the highest quality and most cost-effective water storage tank inspection services.

As communities continue to expand and grow, so does the impact on our many natural resources. The successful management of one (1) resource is especially vital—water. Safeguarding our clients' water supply is our singular mission. We partner with both communities and utilities to provide integrated, specialized solutions in all aspects of water utility management—from water quality and advanced metering infrastructure (AMI) systems to full-service maintenance and asset management programs. We truly understand the critical nature of water management and are committed to providing a peace of mind by protecting our clients' most precious natural resource. Since 1963, we have successfully managed water storage tanks—a critical asset in water distribution systems—and understand the benefits and values in water storage tank asset maintenance.

Both our background and experience from our initial formation in 1963 provides us with more than 60 years of experience in the construction, rehabilitation, and maintenance of water and wastewater industry assets. The team dedicated to performing the tank inspection services is comprised of highly qualified water storage tank professionals. They have been providing specialized tank services for an extensive amount of time and will provide the associated tank inspection services to the highest standard and quality expectations of the City of De Pere.

Along with our asset maintenance programs, we—as well as our team of qualified water tank asset management experts—have the capability to address any situation pertaining to water storage tank inspections, condition assessments, repairs, fabrication, rehabilitation, preventative maintenance, active mixing systems, security measures, emergency services, and waste management.

Having successfully completed more than 24,000 water storage tank projects, our many long-term references can attest to our strong commitment to client satisfaction. The quality of our tank services work is certified by the International Organization for Standardization (ISO) and—in this document—we have provided additional details regarding this certification and how it can help ensure that the City of De Pere receives the highest quality of services possible.

Respectfully yours,

Mr. Tyler Argall
Water System Consultant (State of Wisconsin)
Phone: (608) 671–4360
Email: tyler.argall@usgwater.com

Mr. Kent Beaver
Director of Sales (Great Lakes Region)
Phone: (412) 716–0450
Email: kent.beaver@usgwater.com

TABLE OF CONTENTS

COVER LETTER CL

EXECUTIVE SUMMARY 1

COMPANY PROFILE 2
- Company Ownership History 2
- Financial Stability 3
- Key Benefits of Partnering with USG 3

COMPANY PERSONNEL, SERVICE CAPABILITIES, & TECHNOLOGICAL RESOURCES 4
- Engineering 4
- Employees 5
- Inspectors 5
- Washout Crews 5
- Painting Crews 5
- Repair & Service Crews 5
- Associated Equipment 5
- Service Centers 6
- Management Team 7
- Project Management 8
- Water System Consultants 8
- Customer Account Specialists 8
- Certified Field Personnel 9
- NACE-Certified Field Personnel 10
- SSPC-Certified Field Personnel 11
- Insurance Requirements 12
- Asset Performance Management 12
- Asset Management System 12
- Technological Resources 13

SAFETY, HEALTH, & QUALITY ASSURANCE 18
- Health & Safety Culture 18
- Health & Safety Policy 18
- Safe Work Planning 21
- Personal Protective Equipment 21
- Environmental Health & Safety Training 22
- Additional Safety Training 23
- Safety & Health Program 23
- Quality Assurance 24
- ISO 9001:2015 Certification 24
- Partnership for Safe Drinking Water 25

WATER STORAGE TANK INSPECTION SERVICES & ASSET CONDITION ASSESSMENTS 26
- Visual Inspections 26
- Washout Inspections 26
- Remotely Operated Vehicle (ROV) Interior Inspections 27
- Asset Condition Assessments 27
- Visual Condition Assessment Reports 28
- Washout Condition Assessment Reports 28

SCHEDULE & SCOPE OF WORK 29
- Schedule 29
- Scope of Work 29

CLIENT REFERENCES 30

CONCLUSIONS 32

APPENDIX 33



EXECUTIVE SUMMARY

As the largest provider of critical water storage tank asset maintenance programs for the potable water industry in the United States, **Utility Service Group Water Solutions, LLC (USG Water Solutions)**—hereinafter referred to as **USG**—provides water and wastewater utility clients with specialized programs and valuable services to assist them with the suitable management of their critical water system assets.

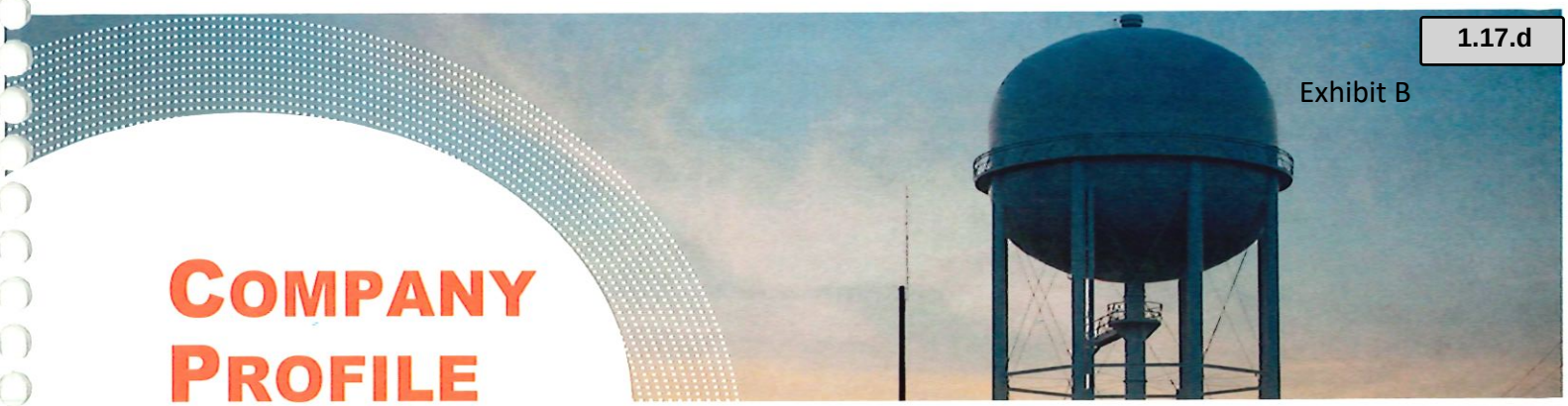
Our main goal is to provide the highest value of asset maintenance services possible to allow our many valued clients to invest both capital and operating funds for the maximum benefit of their critical water distribution system assets. We strive to build a long-standing partnership with our clients that ultimately ensures the successful maintenance of their critical water distribution system assets and resources.



With major service centers strategically located across the United States to provide dependable and efficient response times to our valued clients, USG's local presence and highly qualified work crews deliver the high-quality results expected by our clients. Our team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water distribution systems and infrastructure in the State of Wisconsin and the northern region of the United States—ensuring that all water distribution system assets are both protected and maintained on an ongoing and consistent basis.

Our background and experience with all tank asset styles and sizes allow us to comfortably accept the ongoing maintenance obligations associated with water storage tanks. USG protects more than 8,000 assets nationally with full-service maintenance and asset management programs. These maintenance programs are on-going and center on establishing long-term partnerships with our clients—ultimately utilizing a consultative philosophy-based approach to identifying and solving any issues that may arise when conducting tank asset maintenance services.

USG'S WATER TANK ASSET MAINTENANCE SERVICES ARE SUPPLEMENTED BY A COMMUNICATIONS DIVISION AND A DEDICATED TEAM OF TANK ASSET MANAGEMENT PROFESSIONALS THAT CAN ADDRESS ANY SITUATION REGARDING INSPECTIONS, REPAIRS, REHABILITATION, PREVENTATIVE MAINTENANCE, ACTIVE MIXING SYSTEMS, TRIHALOMETHANE (THM) REDUCTION, CELLULAR SITE MANAGEMENT, HAZARDOUS WASTE MANAGEMENT, AND ANY NEEDED EMERGENCY SERVICES.



COMPANY PROFILE

USG primarily focuses on providing sustainable asset management, water distribution system quality and conservation services, and our specialized solutions to the United States potable water industry. Since 1963, our team has provided a full range of water storage tank asset maintenance services. We also extended the value of the services offered to our clients with our revolutionary tank asset maintenance program in 1985—allowing clients to transfer future asset maintenance to USG; this includes all tank repairs, rehabilitation, and maintenance services. Our asset maintenance program ultimately provides our clients with long-term sustainability and operational support.

Additionally, we have expanded both our capabilities and resources with the additional resources, advanced technologies, information systems, and strategic solutions that are necessary to address the current challenges facing water and wastewater utilities. Leveraging our extensive knowledge and experience, we are able to offer even greater innovative solutions to our clients. As part of our mission to address critical water resource and infrastructure challenges, we deliver innovative and advanced service solutions to minimize capital and operational expenses, improve water distribution system operations and performance, extend the useful life of our clients' critical water utility assets, and ultimately improve water quality.

COMPANY OWNERSHIP HISTORY

USG's presence within the United States dates back to the founding of its predecessor company—Utility Service Company—in 1963. Utility Service Company began as a family-owned operation that was founded on the principles of delivering the best services and value in the water industry. Since, we have grown into one of the largest and most technologically advanced water solution providers in the United States—with operations and employees deployed from coast to coast.

In 2008, Utility Service Company—now USG—became a wholly-owned subsidiary of SUEZ North America Inc., and in 2022, SUEZ North America Inc. became wholly owned by Veolia North America. On December 31, 2022, **Turnspire Capital Partners (Turnspire)** signed an agreement with Veolia to acquire USG—which closed in February of 2023. Turnspire is a private investment firm focused on acquiring high-quality businesses that have reached strategic, operational, and financial inflection points and ultimately stand to benefit from a hands-on, operationally focused approach.

USG and Turnspire both share a commitment to offer safe and sound solutions to our clients. Our multifaceted performance—combining the strengths of the organizations—is what will matter in the long run to successfully service our clients, meet all quality expectations, and establish a long-term partnership that will benefit our clients for many years to come. We are truly a world leader in smart, sustainable resource management, and we provide solutions that enable clients to optimize critical resources and strengthen environmental and economic performances in line with regulatory standards.

The headquarters for USG is located in the City of Atlanta, GA, at the following address:

- **1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309**

We would also like to note that—from a contractual standpoint—we are still currently operating under the legal entity of **Utility Service Co., Inc. (Tax Identification No. 58-1920989)**. Utility Service Co., Inc. served as our company name before changing to Utility Service Group Water Solutions, LLC.

Financial Stability

With over 60 years of industry experience, USG has the financial strength and stability—as well as access to capital—that is required to successfully conduct the associated work. Also, we have never defaulted on a project—nor have we failed to complete a project.

- *A reputable financial institution reference from our primary banking institution—Wells Fargo—can be provided to the City of De Pere upon request.*

We have successfully worked with thousands of municipal and industrial water and wastewater utility clients on critical infrastructure issues—providing cost-effective solutions to our clients in order to solve countless water quality and compliance issues. We have the capability to adequately address the need for overdue maintenance investment and infrastructure renovations. Our creative programs and innovative pricing structures allow our clients to tackle significant water and wastewater infrastructure problems while minimizing the financial burden for their communities, customers, and taxpayers.

Key Benefits of Partnering with USG

From water tanks to network management, USG provides integrated solutions built around a client's water distribution system. Beyond our signature water storage tank asset maintenance programs, we also offer maintenance programs for water meters, filtration and mixing systems, concrete, plant, and pipeline assets. Our asset maintenance programs restore aging infrastructure to full operability and extend the life of critical assets through the means of preventative maintenance and condition assessments. Some of the key benefits that our clients experience when partnering with USG include:

- A local water system consultant serving as the primary point of contact for all project consultation
- Professional tank experts, certified field personnel, and trusted, qualified subcontractor resources
- Service centers that are strategically located across the United States for quick response times
- A fixed price and no change orders on a predetermined, mutually-agreed-upon scope of work
- Assessment plans based on operational needs and an ISO Certification for quality management

USG helps utilities address increasing regulations and operational costs by assuming the obligations of maintaining assets and providing a predictable annual cost. In addition to our asset maintenance programs, we offer other services focused on improving water quality, such as: mixing systems and trihalomethane (THM) removal systems (TRS) to reduce any disinfection byproduct (DBP) levels in a water distribution system; spray-in-place pipeline (SIPP) relining and rehabilitation to repair aging underground pipelines with low costs and minimal water system downtime; and our AQUADVANCED software that optimizes water distribution system operations by providing a centralized view of the distribution networks, service calls, and system performance in real time.

We are uniquely positioned to provide the highest quality water storage tank maintenance and asset management services available. Also, our dedicated team of water experts, resources, and focus on providing the most comprehensive, cost-effective, and sustainable maintenance services to our clients have made us leaders in the asset management and potable water industry. We provide long-term, structured, and financially sustainable solutions with no unplanned expenditures and one (1) source of responsibility for all services, inspections, condition assessments, repairs, and maintenance.

To ensure that our services will maintain water quality and operational efficiencies, we will collaborate with the City of De Pere's operators and managers to execute the services provided under the agreed-upon scope of work. The success of our maintenance services is driven by collaboration—where the City of De Pere and USG team together to maintain assets. Our comprehensive model allows the transfer of risk and accountability to USG to successfully maintain the tanks—with a strategy allowing the City of De Pere to plan and budget effectively.



COMPANY PERSONNEL, SERVICE CAPABILITIES, & TECHNOLOGICAL RESOURCES

USG—a **C-Corporation**—directly employs more than 600 professionals dedicated to managing and maintaining water storage tanks. Our collaborative teams include highly qualified experts with vast experience in asset management, project management, and technology development.

- *Resumes for our tank asset maintenance team members can be found in the Appendix.*

ENGINEERING

Under the leadership of **Mr. Jason Saylor, P.E.**—Director of Engineering—the extensively experienced engineering team serves as the technical resource for the company by providing engineering support for all areas of our asset management programs. USG's engineering staff possesses more than 30 years of combined experience with both the evaluation and maintenance of critical assets and water treatment facilities. The engineering staff also provides project support through both developing and providing any technical engineering documents that are required for project delivery—including technical installation details, required permitting for regulatory compliance, and project plans that are needed to implement the associated asset maintenance services.

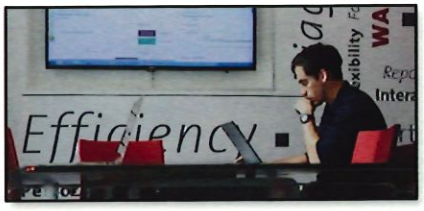


- *Mr. Jason Saylor, P.E., is a Licensed Professional Engineer in multiple states across the U.S.*

ENGINEERING DEPARTMENT	
Jason Saylor, P.E. BS Civil Engineering, Penn State University	**Director of Engineering**
Christie Houseman, P.E. BS & MS Environmental Engineering, Mercer University	**Project Engineer II (2)**

ADDITIONAL IN-HOUSE RESOURCES	
Jonathan Cato BS Materials Science Engineering, Georgia Tech	**Chief Operating Officer (COO)**
David Forrester BS Civil Engineering, Georgia Tech	**Vice President (Tanks & Water Quality)**

Employees



- Number of direct employees: 600+
- Number of Professional Engineers on staff: Six (6)
- Number of Certified Welders on staff: 42
- Number of independent subcontractors: 100+ nationwide

Inspectors



- Number of NACE-Certified Inspectors on staff: 82
- Number of SSPC-Certified Inspectors on staff: 47
- Average years of experience for an inspector: 15 years
- Inspectors are NACE-certified, in-house employees

Washout Crews

- Number of washout crews: 30+
- Average number of people on a washout crew: Three (3)
- Average years of experience for a washout crew member: Nine (9) years
- Washout crew members are in-house employees

Painting Crews

- Number of painting crews: 120+
- Average number of people on a painting crew: 4-5 (small jobs); 6-10 (large containment projects)
- Average years of experience for a painting crew member: Five (5) years
- Average years of experience for a foreman or subcontracting company owner: 15-20 years
- Painting crew members are both in-house employees and independent subcontractors

Repair & Service Crews

- Number of repair/service crews: 30+
- Average number of people on a repair/service crew: Minimum of three (3) at all times
- Average years of experience for a repair/service crew member: Ten (10) years
- Repair/service crew members are both in-house employees and independent subcontractors

Associated Equipment

On average, USG's specialized service centers perform more than 1,200 major water storage tank renovations on an annual basis—including approximately 100+ lead abatement projects. Both the scale and magnitude of certain water tank projects require significant resources, and the availability of vast equipment allows USG to complete any size project efficiently and with the high-quality results that are expected by our many valued clients.

➢ *Available equipment is listed in the table.*

Equipment	Quantity
40,000 CFM Dust Collection	Ten (10)
Titan Industrial Vacuum Systems	Eight (8)
T.E.P.E. Containment Systems	19
Decontamination Clean-Up Units	Seven (7)
22 tons Bulk Abrasives Transport Trailers	40+
Rail Cars for Bulk Abrasives Transport	Nine (9)
Road Tractors	15
Service Trucks	100+
Steel Grit Blast Units	Seven (7)
Robotic Blast Units	Five (5)

SERVICE CENTERS

All tank maintenance services will be conducted by personnel that is trained and qualified to perform all visual and washout inspections—as well as all asset rehabilitation, maintenance, repairs, and painting services—in accordance with the project specifications. Our NACE-certified field personnel will verify blasting, priming, and finish coat applications at the critical phases of the associated project to ensure compliance with all specifications and ultimately produce the quality results that are expected from our many valued clients.



USG has 11 service centers strategically located throughout the United States to serve clients on a timely basis. The locations of USG's service centers include: Arkansas (1), California (1), Florida (1), Georgia (1), Illinois (1), Indiana (1), Kansas (1), Massachusetts (1), North Carolina (1), Ohio (1), and Texas (1). Our service center crews manage and maintain over 8,000 water distribution system assets for over 6,000 industrial and municipal clients nationwide. Our experienced teams include: 120+ paint crews, 30+ field service crews, 40+ certified welders, and other qualified support teams.

The primary service center supporting the City of De Pere is located in the **Village of New Lenox, IL**—only three (3) and a half hours from the City of De Pere. This **Maxcor, Inc.** service center—fully owned and operated by USG—has been in operation for over 13 years. With six (6) in-house crews and a team of eight (8) subcontractor paint crews, our service center team ensures projects adhere to all performance standards, project schedule, and budget. Responsible for the successful maintenance and operability of hundreds of water storage assets across the northern region of the United States, the team has extensive project experience and specialized knowledge of both the characteristics and conditions associated with water distribution systems, infrastructure, and assets within the State of Wisconsin.

This Maxcor, Inc. facility successfully completes over 60 water storage tank renovations each year. They manage and maintain the operability of more than 400 water storage tank assets under our asset maintenance program in the northern region of the United States and provide more than 400 condition assessments annually. The service center is located at **900 Country Creek Drive, New Lenox, IL 60451** and can be reached via telephone at **(815) 401–9688**.

- **Mr. Brian Radde**—Service Center Manager (New Lenox, IL | Maxcor, Inc.)—is the principal in charge of managing the operations at this facility and has more than 12 years of experience in both the water and asset management industries. He possesses specialized knowledge of water distribution system infrastructure and conditions within the State of Wisconsin—as well as the northern region of the United States. Both his expertise and insight into evaluating project costs ensure the City of De Pere that all critical water distribution system assets will be maintained and managed to the highest of standards—as well as in the most efficient and cost-effective manner possible—to meet the City of De Pere's quality expectations.

MANAGEMENT TEAM

USG's management team is committed to providing valuable services to our clients and improving the operability of water distribution systems in the safest and most cost-effective manner. The main goal of USG's management team is to provide full asset management solutions to our clients—from asset maintenance services provided by our certified field personnel to one-on-one, individualized support and assistance meeting regulatory compliance. The management team is also passionate about progressively building USG with talented professionals that are committed to serving clients on a daily basis—ultimately setting the strategy that both guides our business and delivers the high-quality results and innovation expected by our clients. The USG management team is also committed to supporting the long-term financial stability of our clients by: offering the ability to spread the cost of initial renovations over an extended period of time, assisting in budgetary planning efforts, and utilizing long-term contracts to control project costs.

The USG management team includes highly experienced individuals in both asset maintenance and management for the industrial and municipal markets of the water and wastewater industries. The following individuals are experts in their respective fields:

- **Mr. Jonathan Cato**—Chief Operating Officer (COO)—has more than 20 years of experience in water storage tank maintenance, asset management, and water distribution system quality.
- **Mr. David Forrester**—Vice President (Tanks & Water Quality)—possesses over 20 years of experience in tank maintenance, asset management, and water distribution system quality.
- **Mr. Angelo Missos**—Vice President of Asset Management—has over 20 years of experience in asset management, environmental operations, and business development. He assists in the development and implementation of comprehensive asset management programs—while also exploring new ways to leverage machine learning processes to both improve and forecast asset maintenance tasks. He is also a NACE Level III (3) Certified Inspector (#25335).
- **Mr. Brad Winkeler, P.E.**—National Director of Operations—has over 20 years of experience in both asset maintenance and water distribution system operations. He works directly with USG service center managers and certified inspectors to plan and execute the renovation work and maintenance services under our asset maintenance program—while simultaneously providing his expertise and support directly to clients. Mr. Winkeler is also a NACE Level III (3) Certified Coating Inspector (#27255) and is SSPC-Certified (C-3 & C-5) for the de-leading of industrial structures. All USG service centers report to Mr. Winkeler.
- **Mr. Karl Nelson**—Director of Quality Assurance / Quality Control (QA/QC)—has over 20 years of experience in asset maintenance and water distribution system operations. He is responsible for overseeing the effective execution of the company's QA/QC Program—while also providing his expertise and support directly to our clients. All company inspectors report to Mr. Nelson.
- **Mr. Bryan Morrow**—Director of Quality (North Region)—is a NACE Level III (3) Certified Coating Inspector (#9135) with more than 20 years of experience in both asset maintenance and quality assurance / quality control (QA/QC). He is primarily responsible for the effective execution of the QA/QC Program for the northern region of the United States.
- **Mr. Kent Beaver**—Director of Sales (Great Lakes Region)—has more than ten (10) years of experience in sales, business development, and asset maintenance.
- **Ms. Kerri deFriess**—Customer Service Manager—has more than 20 years of experience in the customer service industry and oversees all operations associated with the USG Customer Account Specialist team.

Project Management

Project managers for the northern region of the United States operate under the oversight of their regional management team—as well as their respective line of business—to help control costs, keep projects on schedule, and communicate with our clients to execute project objectives.

- **Mr. Brian Radde**—Service Center Manager (New Lenox, IL | Maxcor, Inc.)—will also serve as the dedicated Project Manager for the City of De Pere.

Water System Consultants



USG's Water System Consultants are unmatched in both their experience and knowledge within the water and asset management industry—as well as the states, regions, and territories they service. These local USG resources reside within their respective territories to provide quick response times to our many clients and specialize in the issues facing the communities they serve. The primary approach of our Water System Consultants centers on USG's clients and their environments—ultimately aiming to respond to their priorities for sustainable development and a high-quality water distribution system.

- **Mr. Tyler Argall**—Water System Consultant (State of Wisconsin)—has over three (3) years of experience and is certified to climb and inspect tanks. He is available to the City of De Pere for project consultation, to answer questions, provide information about other services, and serve as a constant resource in all aspects of the water distribution system, maintenance, and asset management.

Customer Account Specialists



Timely support is essential to the successful management of all water distribution system assets. With over 50 years of combined experience working with USG's many valued clients, our skilled team of Customer Account Specialists is dedicated to supporting water and wastewater system clients in both the municipal and industrial markets of the United States. Our Customer Account Specialists provide all financial information based on each client's fiscal year to aid with budget planning and serve as the primary point of contact for emergency repairs—as well as any service requests outside of the regularly scheduled maintenance services. Additionally, they provide insurance information, inspection reports, service records, contract documents, safety information, and any other requested documentation to assist our many valued clients with regulatory reporting and compliance.

- **Ms. Beth Watson**—Customer Account Specialist (North Region)—has more than 20 years of customer service experience and will serve as the dedicated Customer Account Specialist for the City of De Pere. Her experience and expertise allow her to provide customized support and effective solutions. Ms. Watson can be reached via telephone at **(800) 568–6043**.

CERTIFIED FIELD PERSONNEL

The USG team of full-time, certified field personnel holds credentials from training, certifications, and practical experience gained from direct work within the industry. Certified field personnel are on-site throughout the renovation and maintenance process; they will monitor, inspect, measure, document, and advise crews to ensure the work performed and completed meets the highest level of quality. Our teams also help keep project schedules and completion on-time and cost-effective.

- **Mr. Kurt Kwiatkowski**—NACE Level III (3) Certified Coatings Inspector (#57908)—has over 35 years of experience and will conduct all asset inspection services for the City of De Pere.
- **Mr. Bryan Morrow**—Director of Quality (North Region)—is also a NACE Level III (3) Certified Coating Inspector (#9135) and will oversee all of the associated inspection services.

ASSOCIATION FOR MATERIALS PROTECTION & PERFORMANCE (AMPP)

The Association for Materials Protection and Performance (AMPP) is the world's leading organization focused on the protection of assets and performance of materials. The AMPP was created when the National Association of Corrosion Engineers (NACE) and Society for Protective Coatings (SSPC) united after more than 145 years of combined experience in corrosion control and protective coatings. Today, the AMPP is active in more than 130 countries and has more than 40,000 members across the globe. The AMPP is headquartered within the United States—with offices in Houston, TX, and Pittsburgh, PA. Additional AMPP offices are located in China, Brazil, Malaysia, Saudi Arabia, and the United Kingdom—as well as a training center in Dubai.

The merger between NACE and SSPC was formed to create a unified voice for the corrosion control and protective coating industries. The AMPP combines the world's leading corrosion prevention and protective coatings organizations under one (1) umbrella. With a vision to create a safer, protected, and sustainable world, the AMPP focuses on the future of materials protection and performance. The newly formed AMPP consists of two (2) governance structures:

- The AMPP—an IRC 501(c)(6) Organization
- The AMPP Global Center—an IRC 501(c)(3) Organization

The AMPP provides services in the areas of certification, accreditation, membership, and advocacy—as well as public affairs—while the AMPP Global Center primarily focuses on standards, technical and research activities, conferences, events, education, training, publications, and pre-professional programming.

No other organization currently offers the depth and breadth of materials protection and performance information, standards, education, certification, and contractor accreditation programming that the AMPP provides. They combine the expertise that has been instrumental in developing standards, training, publications, and other technical resources that support members and ultimately advance the industry. With one (1) voice, contractors, owners, craftsmen, manufacturers, corrosion experts, consultants, and industry stakeholders will do more to protect the society and global environment.

For years, the AMPP's new combined membership has been aligned in one (1) very important way: the members are dedicated to protecting infrastructure and critical water distribution system assets from corrosion and deterioration. Guided by this common purpose, the AMPP will ultimately serve as a stronger, more powerful voice for the corrosion control and protective coatings industry through means of constant collaboration and working together.

- ➢ *USG has more NACE-Certified Inspectors than any other water, wastewater, or tank company in the United States. Please refer to the field personnel tables—provided on the following two (2) pages—for a list of USG's NACE-Certified Inspectors and SSPC-Certified Personnel.*

NACE-Certified Field Personnel

Inspector	Certification	Status	Inspector	Certification	Status
Carson Arnold	#77766	Level I (1)	Dean Marantis	#25334	Level I (1)
Jimmy Asher	#47845	Level I (1)	Kevin Martel	#105784	Level I (1)
Michael Bandza	#50648	Level I (1)	Mack Martin	#70687	Level I (1)
Raymond Bates	#46375	Level II (2)	Bob Mattey	#51737	Level II (2)
Shane Bell	#27553	Level II (2)	Michael Mastoris	#57710	Level III (3)
Graham Beeby	#105493	Level I (1)	Markos Mavrophilipos	#10324	Level III (3)
Francis Blanchard	#11418422	Level II (2)	Steve Mazanowicz	#53752	Level II (2)
Robert Bowlin	#82263	Level I (1)	Taylor McElhaney	#70324	Level I (1)
Ian Brady	#26161	Level II (2)	Chad Merithew	#28874	Level II (2)
Doug Brandt	#17697	Level II (2)	David Merithew	#3201	Level I (1)
Bob Budney	#12385	Level I (1)	Angelo Missos	#25335	Level III (3)
Robert Bowlin	#82263	Level I (1)	Bryan Morrow	#9135	Level III (3)
Dan Burgess	#27552	Level II (2)	James Murray	#17367	Level III (3)
Brian Bymaster	#45506	Level II (2)	James Olson	#107627	Level I (1)
Mike Cooke	#62366	Level II (2)	Nathan Page	#105270	Level I (1)
Erin DeLee	#74425	Level I (1)	Christopher Patterson	#81440	Level II (2)
Jeffery Dobbins	#82094	Level I (1)	Richard Pena	#62116	Level III (3)
Tony Garner	#17359	Level II (2)	Clint Pritchard	#17366	Level III (3)
Meagan Grimes	#77122	Level I (1)	Brian Radde	#50484	Level II (2)
Dawn Halpern	#104598	Level II (2)	Nick Rapagnani	#82653	Level I (1)
Bill Hammond	#7839	Level III (3)	Joshua Ray	#69374	Level II (2)
Anthony Harrison	#105436	Level I (1)	Vince Sanchez	#77275	Level I (1)
Craig Henderson	#27245	Level III (3)	Jeff Simpkins	#24842	Level III (3)
John Hoffman	#108433	Level I (1)	Storm Shapley	#63482	Level I (1)
Walter Holloway	#104436	Level I (1)	Andrew Smith	#27253	Level III (3)
Chris Homen	#57905	Level II (2)	Gregg Smith	#108356	Levl I (1)
Anthony Hornick	#103248	Level I (1)	Rick Smith	#74420	Level I (1)
Darren Jackson	#5084	Level III (3)	Thomas Stechmann	#80892	Level I (1)
Chad Johnson	#15647	Level II (2)	Justin Styslinger	#66003	Level I (1)
Jerry Johnson	#73511	Level II (2)	John Sullivan	#1275	Level I (1)
Keith Jones	#51827	Level I (1)	Joseph Taylor	#74422	Level I (1)
Brock Kells	#74426	Level I (1)	Jason Tamez	#69502	Level II (2)
Kurt Kwiatkowski	#57908	Level III (3)	Travaris Veal	#690896	Level III (3)
Tony Kyne	#27559	Level II (2)	Rob Weaver	#17372	Level III (3)
Matthew Lafever	#107523	Level I (1)	Cliff Wheeler	#63367	Level II (2)
Brandon Lamb	#80512	Level I (1)	Jared Whitney	#70536	Level I (1)
Nathan Lamb	#108308	Level I (1)	Brad Winkeler	#27255	Level III (3)
Dustin Lawson	#51746	Level III (3)	Michael Winkeler	#27565	Level II (2)
Steven Lewis	#70317	Level I (1)	Brian Woodring	#104554	Level I (1)
Richard Longstreet	#71233	Level II (2)	Randy Wyatt	#36620	Level III (3)
Kenneth Lunetta	#3199	Level II (2)	Branan Youngblood	#104413	Level I (1)

SSPC-Certified Field Personnel
(C-3 & C-5 Supervisor/Competent Person Training for the De-leading of Industrial Structures)

Inspector	Inspector
Jimmy Asher	Martin Mehley
James Bigley	Chad Merithew
Ian Brady	David Merithew
Dan Burgess	Bryan Morrow
Brian Bymaster	Christopher Patterson
John Crook	Richard Pena
Thomas Daley	Clint Pritchard
Daniel Demyan	Brian Radde
Elias Doropolous	Joshua Ray
Timothy Ely	Ralph Santiago
Steve French	Daniel Sepesy
David Glazier	David Sepesy
Craig Henderson	Richard Sides
Darren Jackson	Jeff Simpkins
Doug Jackson	Rick Smith
Christopher Kelley	Justin Styslinger
Louis Kindinis	Vincent Szewczyk
Kurt Kwiatkowski	David Taylor
Benjamin Law	George Trikilis
Dustin Lehman	James Tsikouris
Steven Lewis	Robert Weaver
Michael Mastoris	Brad Winkeler
Ismael Martinez	George Xenikis
Michael May	—

Insurance Requirements

The magnitude and scope of a major renovation project—as well as the number of crews and staff—require a true necessity for considerable insurance resources. We utilize one (1) of the most reputable names within the insurance industry—**Aon PLC**. Aon is a global professional services and management consulting firm that offers clients data and analytics services, strategy consultation, investment banking advisory, and a variety of risk-mitigation products—including commercial risk, investment, wealth, health, human capital, and reinsurance solutions.

The USG insurance coverage policy limits are as follows:

- **General Liability =** $2M per occurrence
- **General Aggregate =** $3M per occurrence
- **Auto Liability =** $2M each accident
- **Professional Liability =** $2M per claim
- **Pollution Liability =** $5M per claim
- **Workers' Compensation =** statutory limit
  - *Higher-level insurance policy limits can be provided upon request.*
  - *Please refer to the Appendix section for a copy of USG's Certificate of Insurance.*

Asset Performance Management

USG conducts asset performance management (APM) through our cloud-based solution—InSight—which combines advanced data and analytics to help water treatment professionals increase asset reliability, prevent unplanned downtime, extend asset life, and ultimately ensure that assets operate at their optimum performance. By aggregating and analyzing the thousands of complex data points from throughout an operation, InSight provides all users with greater visibility and transparency at a plant level—or even across the entire enterprise.

Our Industrial Internet of Things (IIoT) solution—InSight—can help through the following features:

- Turn data from multiple sources into meaningful information and visualize current conditions
- Diagnose problems and discover opportunities for improvement
- Alert your team to events or trends before they threaten asset production or integrity
- Report on key performance indicators and their impact on business objectives

Asset Management System

We provide reports and documentation with ease and efficiency. USG utilizes the Oracle database software to manage our professional asset maintenance programs, resources, and records.

The USG NACE-certified team of inspectors utilizes ProntoForms when completing our asset condition assessment reports—ultimately allowing them to transmit data directly to USG's servers and provide rapid and efficient responses to USG's operations team. If any asset deficiencies exist or are identified by USG's team of inspectors upon conducting the asset condition assessment, we have the ability to both capture and react to them via ProntoForms.



Technological Resources

We use a variety of technological, in-house resources—computer capabilities, software applications, modeling programs, etc.—to capture, analyze, and deliver information across secure platforms with ease and efficiency. Our many technological capabilities are utilized through some of the following technology resources:

Oracle®

As previously mentioned, we utilize the Oracle Database software to manage our professional asset maintenance programs, resources, and records. USG's Oracle Database application is a multi-model database-management system used for running online transaction processing, data warehousing, and data management—as well mixed database workloads. Oracle is the first database that was designed for enterprise grid computing—which is the most flexible and cost-effective way to manage both information and applications.

SAP® Concur® Solutions (Concur)

We use Concur as an expense, management, travel, and invoice software solution. Concur is a system that provides a single way to manage company spending from end-to-end, improve compliance, gain greater visibility into account transactions, and ultimately simplify the overall process for both managers and employees.

Salesforce®

We use Salesforce as a cloud-based software application to provide our client and customer-relationship management services. In addition, Salesforce includes a complementary suite of enterprise applications focused on things such as customer service, data analytics, marketing automation, and application development. We also use this software to track opportunities—while providing real-time data on existing client accounts that includes up-to-date information. Salesforce also enables us to work efficiently with our many business processes by providing us with multiple solutions for sales, marketing automation, commerce, analytics, integration, and customer service—while simultaneously creating a partnership that is based on mutual trust and overall success.

Geopointe™

We also utilize Geopointe within Salesforce to gain analytical insights by applying geography and location-based data to our clients and our business processes. This allows us to view our client information across the country in a way that is data-driven, aesthetically appealing, and easy to utilize.

VISIO®

VISIO enables users to monitor water services in real-time—providing greater reactivity for all network maintenance work. It provides users with more efficient facilities and networks, an improved energy efficiency, and better sharing of information and data between the different stakeholders.

AutoCAD®

Our engineering department utilizes AutoCAD (Computer-Aided Design) software for creating precise, two-dimensional (2D) installation and repair drawings. AutoCAD software allows the engineering department to provide all accurate equipment layouts for implementations within the field.

ProntoForms®

As an asset management system application, the USG certified team of in-house inspectors uses ProntoForms when conducting condition assessment reports—allowing them to easily transmit the data directly to USG servers and provide rapid and efficient responses to USG's operations teams. If asset deficiencies exist or are identified by our team of certified inspectors during the condition assessment, USG has the ability to both capture and react to the existent asset deficiencies via the ProntoForms asset management system application.

ORACLE

Oracle helps USG see and monitor our data in new, advanced ways—while also equipping us with the necessary tools to discover actionable insights and unlock endless possibilities through the utilization of a multi-model database-management system. The Oracle Cloud Infrastructure database software offers users with autonomous operations, integrated security, and enterprise-class services—as well asi elastic, serverless database, platform, and infrastructure as-a-service (IaaS) services. It allows USG to run crucial enterprise applications in public regions and client data centers with high performance, scale, and availability—while lowering our overall costs.

Oracle was built on more than a decade of innovation and offers a complete application portfolio for the modern digital business. Oracle's cloud platform provides a common data model, incorporates the latest technology, and delivers a regular, frequent cadence of new-and-improved functionality—ultimately helping clients modernize and innovate at the heart of their business. More than 30,000 organizations—of all sizes—rely on Oracle Cloud Applications to run their most important front- and back-office business operations. Each suite of applications is designed to work together—helping eliminate any infrastructure technology (IT) complexity and maximize the benefits of data. Built and run on Oracle Cloud Infrastructure, the advanced software applications truly deliver the scalability, security, and performance needed for current business demands.

Through the Oracle Database, USG has been able to build an intelligent enterprise utilizing prebuilt artificial intelligence (AI), data-driven cloud applications, and a comprehensive portfolio that includes both infrastructure and cloud platform services. Oracle's AI offering helps us automate operations, drive innovation, and make smarter decisions securely. Oracle's Internet of Things (IoT) Intelligent Applications Cloud also provides us with more visibility, insights, and efficiencies by capturing the sensor data from connected devices utilizing smart manufacturing and workplace safety—as well as connected assets, connected logistics, and connected customer experience. In addition, when the pace of a business requires secure collaboration with multiple parties, a solution is needed in order to bring everyone together—in real time—to share both data and analytics. Blockchain provides a collaborative framework for sharing reliable data, and Oracle offers us easy ways to adopt blockchain technology—including a cloud service, an on-premises edition, and a Software-as-a-Service (SaaS) application for supply chain.

SAP CONCUR SOLUTIONS

SAP Concur is committed to reinventing travel, expense, and invoice management by utilizing tools that simplify everyday processes and—in turn—create a better overall experience for companies. SAP Concur continuously develops new ways to automate and integrate processes that utilize emerging technology. As part of the larger SAP family—and through their experience, expertise, and partnerships—SAP Concur has helped us make traveling, expensing, and invoicing both efficient and effortless. By utilizing SAP Concur to both automate and integrate our expense management, we have been able to capture our spending from multiple sources, make intelligent business decisions based on specific, accurate data, and simplify the overall process for everyone involved. This one, automated solution has helped USG see spending clearly and manage it proactively.

SALESFORCE

Salesforce serves as the world's overall leading customer relationship management (CRM) platform. It allows our marketing, sales, commerces, service, and IT teams to work as one (1)—from anywhere—in order to keep our clients happy with high-quality, data-driven results. Salesforce unites our teams from anywhere with Customer 360—one (1) integrated CRM platform that can power our entire suite of connected applications. With Customer 360, we can enable our employees to focus on what is truly important to our valued clients—including stabilizing our business practices, maintaining organized, up-to-date client data, consolidating critical asset information, and delivering exceptional client experiences.

Salesforce prides itself on maintaining its core values when both conducting business and providing a plethora of solutions to its customers—including trust, customer success, innovation, equality, and sustainability. Salesforce offers numerous products that provide its users with these many solutions to the business issues they face on a daily basis—including the following:

- Customer 360 (CRM Solutions)
- Genie Platform (CRM Solutions)
- Tableau (Analytics Solutions)
- MuleSoft (Integration Solutions)
- Slack (Digital HQ)
- Sales Solutions
- Customer Service Solutions
- Marketing Solutions
- Commerce Solutions
- Net Zero Solutions

GEOPOINTE

As a native Salesforce software application, Geopointe is exclusive to any users utilizing Salesforce as their CRM. Through Geopointe, USG has the ability to simplify Salesforce territory management by: creating territories utilizing Geopointe's shape library, easily manipulating shapes and territories with the multi-shape editor, automating lead distribution with automated assignments, and making any territory changes through mass updates. By utilizing Geopointe's advanced geographic searching and analysis capabilities, Salesforce data—from anywhere across the world—can be located. The searches can range from a view of all client accounts—clustered by concentrations—to a small neighborhood search for any local leads and prospects.

In addition, USG utilizes Geopointe to visually build territories with the Geopointe Shape Library—which includes a variety of sub-shapes based on categories such as states, zip codes, metro areas, etc. Then, we use geographic data insight to fine-tune, manage, and ultimately streamline territory management and design. We can then align these territories and develop a plan to allocate USG's resources through actionable data—actions such as exporting, adding to a campaign, and creating leads from the map are—which are all built-in.

Ultimately, this makes it is easy for us to launch custom processes, integrate with other applications, and more. Some additional Geopointe solutions include:

- Trip Planning & Route Optimization
- Vehicle & Asset Tracking (in real time)
- Lead Routing & Campaign Targeting
- Calendar-Based Scheduling

VISIO

VISIO enables users to monitor water services in real time and brings greater reactivity for network maintenance work. It provides the VISIO users with more efficient facilities and networks—including improved energy efficiency—and a better way of sharing information and data between the different stakeholders.



REMOTE MONITORING



REAL TIME MONITORING TOOLS



DATA MANAGEMENT & COMMUNICATION



RESPONSIVENESS & TRACEABILITY

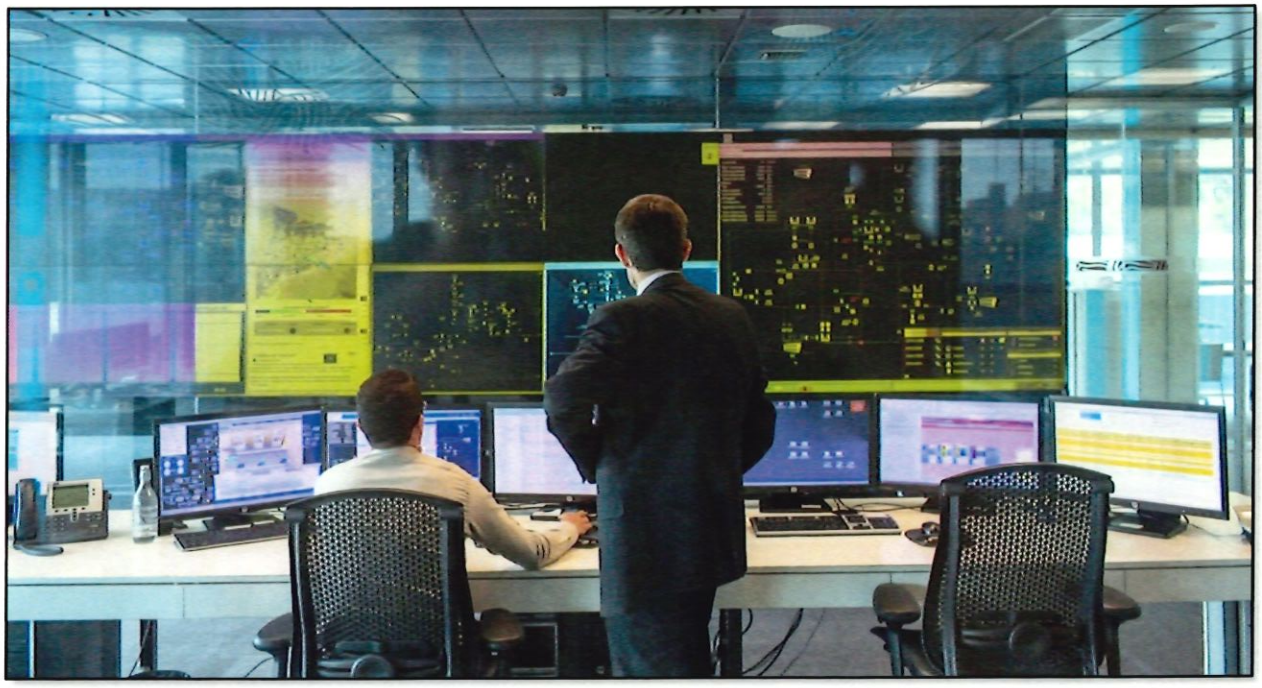


LOGISTICAL SCHEDULING



CRISIS ANALYSIS & MANAGAMENT

The USG VISIO Center is staffed with experienced, dedicated water experts who monitor our clients' water distribution systems to identify any possible issues. We have also integrated a powerful asset management and work order management system with clients' water distribution systems in order to issue work orders to our crews and manage the critical water assets over the life of the system. The USG VISIO Center also helps our staff monitor all alarms and allows us to analyze any potential problems as they arise to provide actionable intelligence, reporting, and ongoing support to all USG clients—as well as the communities they serve.



AutoCAD

AutoCAD serves as a commercial computer-aided design (CAD) and drafting software application utilized to create precise two-dimensional (2D) and three-dimensional (3D) designs. AutoCAD allows users to draft, annotate, and design 2D geometry and 3D models with solids, surfaces, and mesh objects. Additionally, a user can customize and automate tasks—such as comparing drawings, adding blocks, and creating schedules. The AutoCAD software application is utilized within the industry by architects, engineers, project managers, city planners, graphic designers, and construction professionals—as well as other professionals within the industry. AutoCAD software also includes industry-specific features and intelligent objects that are used in areas such as electrical design, architecture, mechanical engineering, and more.

AutoCAD is heavily utilized within our engineering department to create precise, 2D installation and repair drawings—as well as accurate equipment layouts for field implementation. With AutoCAD, we also have the following capabilities:

- Automate floor plans, sections, and elevations
- Draw piping, ducting, and circuiting quickly with parts libraries
- Auto-generate annotations, layers, schedules, lists, and tables
- Use a rules-driven workflow to accurately enforce industry standards

Lastly, we are able to take advantage of seamless workflows by accessing AutoCAD on virtually any of our devices. We can view, edit, annotate, and create drawings—on the go—using the AutoCAD mobile application or from any web browser using the AutoCAD web application.

ProntoForms

The ProntoForms software provides a low-code development platform to its users in order to build the applications for enterprise field service management. The application digitizes paperwork to empower all workers in the field with the ability to complete any complex forms on a mobile device, collect rich data, and send any form data directly to USG's project management personnel, back-office systems, and analytics utilizing ProntoForms' mobile forms software tools.

The ProntoForms mobile solution makes it easy for our workers to collect data on any mobile device, access company data in the field, and automatically share the results with cloud services— allowing us to track, analyze, and constantly improve our internal processes.

For our asset management services, the USG inspection team uses ProntoForms when conducting condition assessments—allowing them to transmit all data directly to our servers and provide rapid and efficient responses to our operations teams. If any deficiencies exist or are identified during the condition assessment, we can capture and react to them via ProntoForms.



Safety, Health, & Quality Assurance

Workplace safety is a top priority for us, and we are committed to protecting all of our employees, clients, and contractors from danger and harm. Safety metrics are one (1) of the main ways we measure our success as a company. We continue to enhance safety processes—as well as training processes—and we take action every single day to protect the lives and health of all USG employees, subcontractors, and clients—as well as the populations among which we work. We ultimately aim to be a leader in safety, health, and quality assurance, and we continuously deploy ambitious action plans to fulfil this goal.



Health & Safety Culture

For many years, USG has been committed to protecting both the health and safety of all employees and subcontractors—as well as the many clients and populations amongst which we work. The action plans deployed on our sites have enabled a continuous reduction of USG's accident frequency rate (AFR). Over the last ten (10) years, USG has experienced an exceptional reduction in regard to our AFR—as well as a significant decrease in the overall severity of accidents. We strive to continuously take action in regard to reducing this rate on a yearly basis. Also, the National Council on Compensation Insurance (NCCI) has promulgated the experience modifications for USG—attributing us with an effective experience modification rating (EMR) of **0.67** for 2022—and we aim to continually decrease this modification rating on an annual basis.



USG shares this ambition for a strong health and safety culture with all of our suppliers, clients, and subcontractors—even beyond our own direct activities. Currently—as an active member of the Institute for an Industrial Safety Culture (ICSI)—USG participates in workgroups and helps to develop tools for other companies and public authorities that ultimately share the same ambition as USG to improve the health and safety culture across the entire organization.



Health & Safety Policy

To create an integrated health and safety culture and attain our ultimate goal of "zero (0) serious and fatal accidents", we have initiated—and continue to deploy—a health and safety policy that is based on four (4) areas, including:

1. Control of Major Risks
2. Committed Managers for a Proactive Health & Safety Culture
3. Develop a Fair/Participative Health & Safety Culture
4. Training to Develop Health & Safety Behavior

1. Control of Major Risks

Our activities expose us to a number of risks that must be controlled in order to conduct our work in a safe, effective manner. In order to do so, USG has deployed a prevention plan:

- The ten (10) **Life-Saving Rules** apply to all of USG's activities. All employees that may be exposed to major risks are regularly trained in these ten (10) rules that—when properly applied—can save lives. Our goal is to develop individual and collective awareness of the largest risks we face—including those involving both our subcontractors and clients—to change behavior to work safely and prevent serious or fatal accidents.
- **Multi-Year Actions** are implemented to control potential major risks that are associated with our activities. These are based on the three (3) pillars of USG's integrated health and safety culture—which include USG technical aspects, management systems, and human or organizational factors)—as well as the implementation of advanced, innovative solutions.
- **Detailed Risk Analyses** are carried out regularly for all of our service activities. Operational risk control is assured, and additional controls can be deployed—if necessary. The regular audits enable us to manage and control all potential major risks through detailed analysis.



We encourage internal or external innovations that can improve work conditions and have a positive impact on health and safety for everyone. Experience feedback is shared via the Innovation Trophies event and during good practice exchanges between entities. The detailed event analyses are also shared.

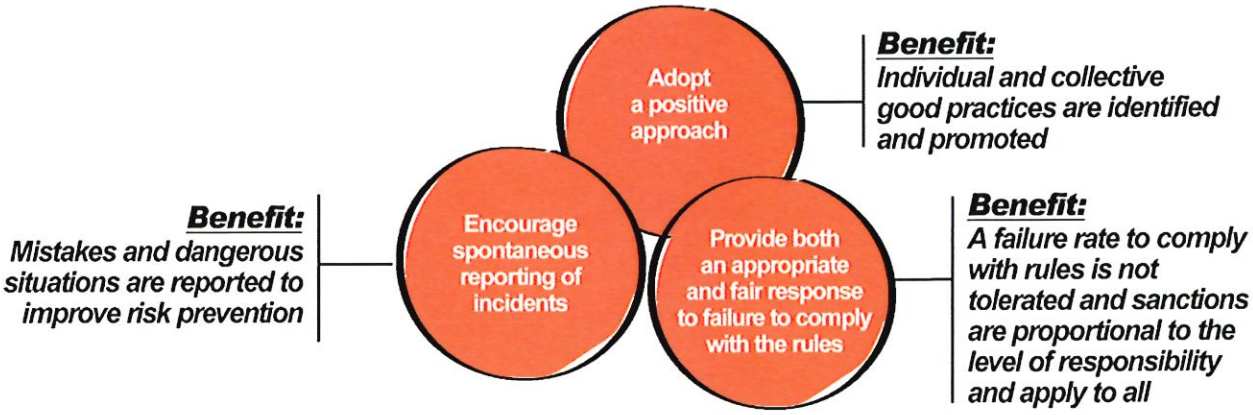
2. Committed Managers for a Proactive Health & Safety Culture

Our managers are at the heart of the USG health and safety culture:

- They collaborate with teams working in the field to deploy technical, organizational, and human improvement actions.
- They make sure that the working environments are both healthy and safe.
- They regularly hold team meetings—allowing employees to both contribute to the improvement actions and commit to safe conduct to ultimately improve health and safety for everyone.
- They conduct managerial safety inspections of work situations and promote good conduct both in the workplace and in the field.
- They ensure regular monitoring of the action plans related to reported events and focus on those that could potentially be very serious.

3. Develop a Fair/Participative Health & Safety Culture

With the participation of each and every employee, we can prevent accidents and protect the health of everyone. With this in mind, USG launched "Fair Culture" in 2014—an initiative aimed at creating a climate of trust in the teams—ultimately encouraging more transparency and constructive sharing to strengthen risk prevention. Fair Culture at USG is based on three (3) pillars:



What does this mean in regard to health and safety practices?

- Good practices and good conduct are promoted so that each and every individual is aware of what is expected and encouraged to do it.
- Any and all hazardous situations—notably situations that could potentially be very serious—are reported, analyzed, and shared within the group to implement USG risk control measures and ultimately prevent re-occurrence.
- All errors are analyzed and treated as improvement opportunities to help understand the factors that resulted in a hazardous situation and for future prevention.
- All discipline related to non-compliance with rules is proportional to the degree of individual and collective responsibility and applies to everybody.

4. Training to Develop Health & Safety Behavior

USG has developed a customized Health & Safety Training Program at the USG Academy:

- All USG managers benefit from an initial two (2)-day structuring training course—which serves as the foundation of the USG Shared Health & Safety Culture. Regular refresher courses are also organized in the form of digital content or face-to-face training.
- The USG Academy also offers on-line courses on human and organizational factors—designed in partnership with the UCSI Safety Academy—for USG managers and prevention agents.
- The Health & Safety Staff receives specific expertise training in order to continuously develop its skills. In addition, prevention agents are trained in influential leadership practices to develop an efficient partnership with the operational management—ultimately building a strong health and safety culture with employees in the field.
- We have developed virtual-reality (VR) modules on the major risks of work activities. In a realistic virtual environment, employees are confronted with dangerous situations every day in regard to total safety. The virtual simulation of their working environment gives a better understanding of the required actions—as well as the appropriate responses—to avoid harmful accidents in both the workplace and the field.

Safe Work Planning

We utilize a formal hazard identification and analysis system—including both safe work plans and safe work planning processes—that engages all employees in systematically identifying routine and non-routine health and safety hazards. This process evaluates and prioritizes the potential risks of each task and provides recommendations on the means, methods, sequences, and controls that are required to prevent—and ultimately eliminate—any potential safety hazards. In order for this process to be effective, the direct participation and collaboration of all USG supervisors and employees is required.

During this process, a USG supervisor—along with all of the employees associated with the task—are responsible for the following actions:

1. Identifying task hazards
2. Determining the level of risk through a quantitative assessment process
3. Identifying hazard controls and performing a pre-job check
4. Conducting a post-task debrief to ensure all safety tasks were performed in accordance with the intent of the USG Safe Work Plan

This process utilizes a continuous improvement process to identify hazards in both routine and non-routine tasks and create a control program to minimize the risk of incidents.

Personal Protective Equipment

Prior to the commencement of any work, we conduct a Personal Protective Equipment (PPE) Hazard Assessment. The hazard assessment is performed for all routine tasks—as well as any expected non-routine tasks. It identifies any potential hazards associated with these tasks and the required selection of the proper PPE. The major categories of PPE that appear on this hazard assessment include the head, hands, feet, face, eyes, ears, and body—as well as respiratory.



Additionally, the worksite may be surveyed by an industrial hygienist in order to further delineate all areas of potential exposure to noise, chemicals, dust, disturbed asbestos, and nuisance odors—if applicable. The survey results will be discussed with the staff to help support any additional administrative and engineering controls required to further protect a USG employee from potentially being exposed to an occupational hazard. The worksite surveys also help us plan for future potential occupational hazards.

The types of PPE that are available to our employees include a standard USG work uniform, a variety of different hard hats, safety glasses and goggles that include protective side shields on each side, face shields, gloves, safety footwear, full body harnesses, high-visibility vests, coveralls, personal flotation devices, and ventilation and hearing protection. USG employees are required to always wear their PPE and follow safety procedures when conducting any maintenance work or related services.



Environmental Health & Safety Training

We manage an environmental health and safety (EH&S) training program with a separate, distinct plan that addresses the methods USG will utilize to:

- Assess employee training needs
- Evaluate and decide upon the most effective training methods
- Schedule and host training
- Maintain training records

Training is mandatory for all field personnel, sales personnel, and management personnel. USG's formal, ongoing, and employee-specific EH&S training covers numerous topics on safety in regard to maintenance work and related services—including:

- Lockout/Tagout
- Hazard Communication
- Confined Spaces
- Electrical Safety
- Chemical Spill Response
- Defensive Driving

USG will also utilize a variety of other avenues to ensure that safety is constantly at the forefront of all employee practices, including:

1. **Daily Safe Work Planning Sessions:** As described earlier in this section, safe work planning takes place with Supervisors and includes discussions on both the task hazards and controls that are necessary to prevent injuries.

2. **Weekly Staff Tailgate Training:** We provide a 52-week Safety Tailgate Manual of pre-printed training materials that are used each week in our smaller departments and shift meetings. The training topics within this Safety Tailgate Manual include, but are not limited to:
   - Ladder Safety
   - Chemical Safety
   - Tool Safety & Machine Guarding
   - Lockout/Tagout
   - Safety Data Sheets (SDS)
   - Personal Protective Equipment (PPE)
   - Slips, Trips, & Falls
   - Proper Lifting

3. **New Employee Orientation & Training:** This type of training is offered over the course of a new employee's first 90 days of employment with USG and prior to the new employee starting work. Particular emphasis for new employees will be placed on various awareness topics that are related to the general work environment and the specific tasks that will be assigned to them. These topics include the full awareness of:
   - Chemical Hazards
   - Confined Spaces
   - Lockout/Tagout
   - Personal Protective Equipment (PPE)
   - Hazard Assessment & Safe Work Planning
   - Incident Reporting

4. **Injury Alerts & Shared Lessons Learned:** Any weekly—or as needed—USG employees will routinely receive injury alerts prompted by accidents or near-misses to immediately create an awareness amongst all personnel and avoid any future instances of accidents. These lesson-learned alerts are reviewed by USG management—as well as project teams—with an eye for any similarities and local prevention strategies. These injury alerts and shared lessons learned are extremely beneficial to all employees—both in the workplace and in the field. Employees can transparently learn about the near misses and potentially severe accidents and implement corrective actions to prevent future potential accidents.

Additional Safety Training

We work in rather dangerous environments and recognize that safety is critical to both the success and well-being of USG employees. At USG, safety serves as the management team's top priority, and we have proven safety professionals that are dedicated to implementing our safety standards and practices.

- **Mr. Robert Weaver**—Vice President of Environmental Health & Safety (EH&S) and Quality—has over 15 years of experience and oversees all aspects of the USG Environmental Health and Safety Program. He is responsible for all health, safety, security, and quality field operations.

When necessary, we can engage **The Lovelace Group** for any project consulting or assistance in the annual implementation of our comprehensive safety training program. It is a standard policy to protect our employees and clients with safe work practices—while also managing all materials in a safe, effective, and orderly manner. Any employee that is climbing or working on a tank is required to attend our 40-hour annual training program and pass thorough examinations on the following topics:

- Confined Space
- Working Over Water
- Radio Frequency
- Electrical Safety
- Toxic Health Hazards
- Metal Health Hazards
- Hazard Communication
- Respiratory Protection
- Fire Protection
- Flammable Liquids
- Noise Protection
- Fall Protection
- Lead Exposure
- Decontamination
- Equipment Safety
- Vehicle Safety
- First Aid Training
- CPR Techniques

Safety & Health Program

The **USG Safety & Health Program** is a 300+ page printed document. It is a standard policy to protect USG employees, subcontractors, and clients with safe work practices. We manage all work in a safe, orderly, and effective manner. We also adhere to all OSHA confined space requirements. Any employee working inside a water storage tank—defined as a confined space by OSHA—is fully trained with these procedures and will abide by all applicable confined space regulations. We also adhere to all applicable OSHA confined space protocols and requirements pertaining to the monitoring of internal atmospheres. Prior to a crew member entering a confined space, the internal atmosphere is thoroughly tested using a calibrated direct-reading instrument that tests for the oxygen content, flammable gasses and vapors, and potential toxic contaminants in the air—in that specific order. It is a standard USG policy that no hazardous atmosphere is permitted in a space if an employee is inside that space. The USG crews also follow continuous forced air ventilation procedures by constantly monitoring the internal atmosphere in any confined space throughout the course of work.



- *A full copy of the formal USG Safety & Health Program is included on a USB flash drive with this Proposal for 2024 Reservoir & Tower Inspections.*

QUALITY ASSURANCE

All work, surface preparations, and coatings applied are completed in accordance with:

- Manufacturer's Recommendations
- Occupational Safety & Health Administration (OSHA) Regulations
- American Water Works Association (AWWA) D100 & D102 Specifications
- National Association of Corrosion Engineers (NACE) Standards
- Society for Protective Coatings (SSPC) Standards
- National Sanitation Foundation (NSF) Standard 61 Requirements
- American National Standards Institute (ANSI) Standard 61 Requirements

Work will be completed in adherence with applicable federal and state OSHA, AWWA, NACE, SSPC, NSF, and ANSI standards—as well as all applicable State of Wisconsin rules and regulations that pertain to potable water storage tanks. We provide ongoing support and direction to meet these ever-changing environmental regulations.

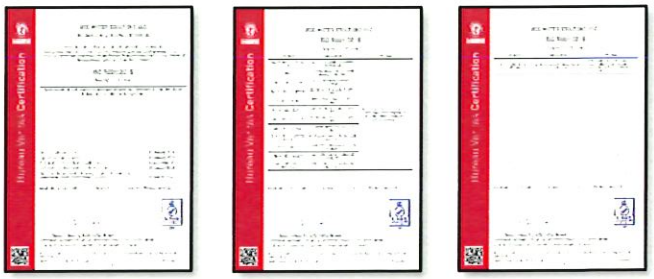
ISO 9001:2015 CERTIFICATION

Additionally, we are very proud to announce that we were awarded the **ISO 9001:2015 Certification (Certificate No.: US014911)** from Bureau Veritas. The certificate affirms that USG's operation and quality management systems adhere to the requirements set forth by the International Organization for Standardization (ISO). The ISO 9001:2015 Certification also validates that we take a systematic approach to managing operational processes and activities in order to consistently satisfy our clients' quality expectations—as well as all contractual requirements for the rehabilitation and maintenance services that we provide.

Many organizations will get certified to this higher standard in order to demonstrate their ability to consistently provide products and services that meet client, statutory, and regulatory requirements. Implementing this type of Quality Management System (QMS) assists organizations in consistently meeting client requirements, enhancing client satisfaction, and meeting business objectives—while also addressing all risks and opportunities. The ISO 9001:2015 QMS standard is based on a variety of quality management principles, including: Client Focus, Leadership, the Engagement of People, Process Approach, Improvement, Evidence-based Decision Making, and Relationship Management.

This ISO 9001:2015 Certification is granted by accredited certification bodies—or registrars—that will audit an organization at planned intervals to confirm conformance to the ISO 9001:2015 standard. This international standard specifies a collection of necessary requirements for an ISO 9001:2015 Certified QMS—which are contained within seven (7) clauses, including:

1. Context of the Organization
2. Leadership
3. Planning
4. Support
5. Operation
6. Performance Evaluation
7. Improvement



Please find a copy of our ISO 9001:2015 Certification in the Appendix

PARTNERSHIP FOR SAFE DRINKING WATER

The Partnership for Safe Drinking Water is a voluntary effort between six (6) different drinking water organizations—as well as more than 300 water utilities. The goal of this Partnership is to provide a new measure of public health protection to millions by ultimately encouraging utilities to voluntarily improve performance beyond the current regulatory requirements. These preventative measures are based around optimizing treatment plant performance and distribution system operation. The results include the production and delivery of superior quality water to all utility clients.

The Partnership for Safe Drinking Water is comprised of an unprecedented alliance among six (6) of the most prestigious drinking water organizations:

1. American Water Works Association (AWWA)
2. Association of Metropolitan Water Agencies (AMWA)
3. Association of State Drinking Water Administrators (ASDWA)
4. National Association of Water Companies (NAWC)
5. United States Environmental Protection Agency (USEPA)
6. Water Research Foundation (WRF)

Regulatory requirements for surface water filtration plants and potable water distribution systems are becoming increasingly stringent. Accordingly—to adhere to these requirements—the Partnership for Safe Drinking Water program provides operators, field staff, managers, and administrators with tools to assess the performance of treatment plants and distribution systems and develop plans to improve performance even beyond the proposed regulatory levels.

There are four (4) phases to the Partnership for Safe Drinking Water program:

1. Phase I: Commitment
2. Phase II: Baseline Data Collection
3. Phase III: Self-Assessment
4. Phase IV: Optimized System (Optional)

Participation in the Partnership for Safe Drinking Water program demonstrates utility commitment to water quality and public health protection. Progress through this program's four (4) phases earns awards—which can be highlighted to demonstrate utility accomplishments.

As a certified **AWWA Member (#1973)**, USG is committed to maintaining the AWWA's performance standards associated with this Partnership for Safe Drinking Water. As an active member, we also have full access to best practices, alerts, and advisories—as well as other critical information—to support the efforts of the City of de Pere to meet all Partnership for Safe Drinking Water goals and objectives.

Additionally, USG has invested countless resources in both research and innovation to deliver the most innovative, sustainable, and effective water quality solutions to our clients on a continual basis. Our goal is to assist our clients in improving their water distribution systems and critical assets—as well as the overall well-being of their communities and customers. We work to provide all reporting and documentation associated with water storage tank maintenance to support the City of De Pere in their compliance efforts.



Water Storage Tank Inspection Services & Asset Condition Assessments

The following section provides an overview of our water storage tank inspection services and asset condition assessments.

Visual Inspections

A visual inspection ensures that any potential tank issues are detected early on. This way, we can immediately complete preventative maintenance work. USG's standard visual inspection determines:

- Any need for asset repairs, coating touchups, or asset maintenance services
- Exterior and interior coating conditions
- Verification of compliance with all safety and sanitary regulations
- Tank structure and component conditions
- Functionality of all security measures that are in place to protect the tank

Washout Inspections

Washout inspections include the cleaning and disinfecting of water storage tanks to improve water distribution system quality and operational efficiency. USG's standard washout inspections include all elements of the visual assessment with the addition of the following:

- The tank is isolated and completely drained—allowing for the condition of the tank interior to be fully evaluated.
- USG provides a plethora of solutions to our clients to minimize service disruption and maintain minimum flows during washout inspections and other scheduled maintenance using pressure relief valves, variable frequency drive (VFD) controls, and temporary water storage units.
- The interior floor and walls of the tank are washed to remove mud, sediment, biofilm, silt, and inorganic deposits on the interior of the water storage tank.
  - More aggressive chemical cleaning options can be added on a case-by-case basis.
- The assessment and evaluation of both the interior and exterior of the water tank include the safety, sanitary, security, and coatings condition assessments.
- The interior coating is evaluated for appearance, adhesion, coating condition, dry film thickness, protective qualities, and percentage of deterioration.
- After completing the tank's interior assessment, it is disinfected in accordance with AWWA C652
- After the disinfection of the water storage tank, the tank is sealed and made ready for service.

An inspection of the tank's appurtenances—including all vents, overflows, hatches, ladders, railings, and manholes along the tank's exterior and interior surfaces—will be performed to determine if the asset complies with the latest applicable OSHA, AWWA, NACE, SSPC, and NSF regulations and standards. Where deficiencies exist, we will provide recommendations to return the item to compliance.

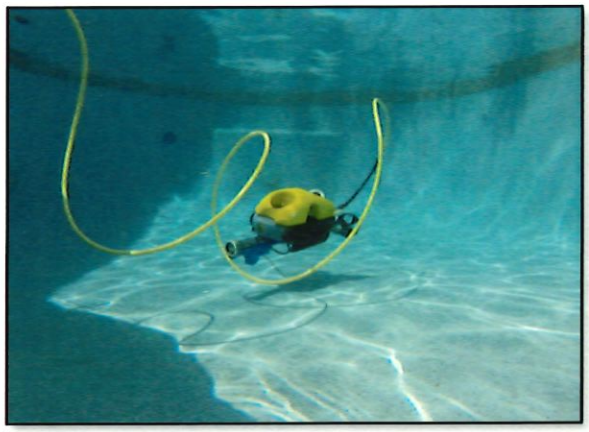
Remotely Operated Vehicle (ROV) Interior Inspections

During the ROV inspections, the tank is inspected for visible signs of failure or deterioration of the metal surfaces, coatings, linings, welds, bolted connections, hatches, ladders, railings, manholes, and other appurtenances along both the exterior and interior surfaces of the tank. This also includes—but is not limited to—the list of evaluation items provided by the City of De Pere.

The water storage tank's interior is inspected by this ROV method and is supplemented by a visual assessment from the roof hatch to ensure thorough coverage. Tank assessments and inspections are also completed in accordance with the latest revisions of both AWWA D101 and AWWA D110 guidelines.

All USG personnel and equipment utilized within the interior of the water storage tank shall be clean and free from loose dirt, rust, lubricant, or any other foreign matter. All equipment that is used in an ROV inspection is strictly for utilization in potable water applications and shall be disinfected with a 200ppm chlorine solution—in accordance with AWWA C652 Method 2—prior to use in the storage tank. A remote monitor will also be available during ROV inspection to provide live feed to personnel during the operation.





Asset Condition Assessments

The purpose of the asset condition assessments is to ultimately determine the overall condition of the water storage tank asset's coatings and structure—while also evaluating the tank for compliance with any and all current sanitation guidelines, safety and security regulations, and standard guidelines in accordance with current, applicable AWWA standards, guidelines, and protocols.

USG focuses on maintaining critical tank assets through means of preventative maintenance. Annual condition assessments allow us to continually monitor the conditions of each tank and establish a renovation and repair schedule—ensuring that the highest level of protection is always provided. Our method of regular condition assessments and tank maintenance allows us to continually assess the tank's interiors and exteriors and then schedule the renovations for when they are actually needed. This provides a peace of mind that water storage tank assets are constantly protected.

A true peace of mind is established from USG's consistent evaluation of the tank asset's conditions. Detailed condition assessments of safety, sanitary, structural, security, and coating conditions allow USG to plan and prevent a potential problem before it occurs and make all of the necessary, needed tank repairs. Regular maintenance is critical in regard to preventing asset failures before they occur, extending the asset's life, and ultimately ensuring long-term success from an operational standpoint.

The specified water tank assets will undergo annual assessments in accordance with the specified schedule and scope of work under the master services agreement—alternating between the visual, washout, and remotely-operated vehicle (ROV) assessments. Any required touch-ups that can be completed during the condition assessments will be executed to keep project costs low and maintain the specified water storage tank at a higher level of efficiency.

USG's service center team will work with client representatives to schedule the water storage tank asset condition assessments, repairs, and any ongoing maintenance work. Additionally, USG's water system consultants serve as the primary points of contact for all communications, and our dedicated customer account specialists are readily available for scheduling emergency services and/or repairs for the City of De Pere upon notification.

Detailed annual condition assessment reports—including photographs and condition assessments for each tank asset—will be provided after the completion of each assessment to ensure operational awareness and continued success. These condition assessment reports also provide the necessary documentation to meet all state and regulatory compliance for assessments and water storage tank asset conditions and can be provided via electronic copy, hard copy, or both. The process for each type of annual assessment that is performed is explained in the following subsections.

Visual Condition Assessment Reports

USG visual condition assessment reports include all documentation for any of the services completed during the inspections and condition assessments—as well as photographs of the tank asset's exterior coatings, logo(s), screens, access points, and all visible areas of the foundation—to provide clients with a full understanding of the water storage tank asset's conditions. The visual assessment reports identify needs for immediate tank repairs, exterior paint coating touch-ups, or any other preventative maintenance needed work for the specified water storage tank asset in the client's water distribution system.



Washout Condition Assessment Reports

Washout condition assessment reports include:

- Documentation of the completed work
- Interior photos before and after the washout
- Interior and exterior coatings
- Logo(s), screens, access points, etc.
- Visible areas of the foundation

The washout condition assessment reports provide clients with a full understanding of the tank's overall condition. Washout condition assessment reports also identify any need for immediate asset repairs and coating touch-up work—as well as any other preventative maintenance work for the tank asset.





SCHEDULE & SCOPE OF WORK

We ensure financial stability for our many valued clients—providing them with the option to spread the cost of renovations and rehabilitation over an extended period of time. We also offer long-term financial assistance and operational sustainability—as well as the protection of the water storage tank assets. Please see the following schedule and scope of work for the City of De Pere's reservoir and tower inspections.

SCHEDULE

USG is readily available to conduct the water storage tank inspection services as soon as the City of De Pere has issued an award and contracts have been signed. The inspections should take no more than two (2) days to complete.

SCOPE OF WORK

The following scope of work (SOW) has been pulled directly from the City of De Pere's *RFP for 2024 Reservoir & Tower Inspections,* and USG will strictly adhere to the project specifications.

1. Review existing drawings and as-built of reservoir and tower and any other pertinent information pertaining to the reservoir and tower.
2. Conduct all tank inspections to meet Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes **NR 810.14 Water storage facility inspections** requirement.
3. Prepare a final report showing the result of the reservoir or tank inspection(s). The report shall include a summary of the inspection and a list of any deficiencies in the reservoir or tank. The written report will include photos for the reservoir or tank inspection(s). The final report will contain recommendations for future work based on the results of this inspection.
4. Prepare reports for WDNR as required.

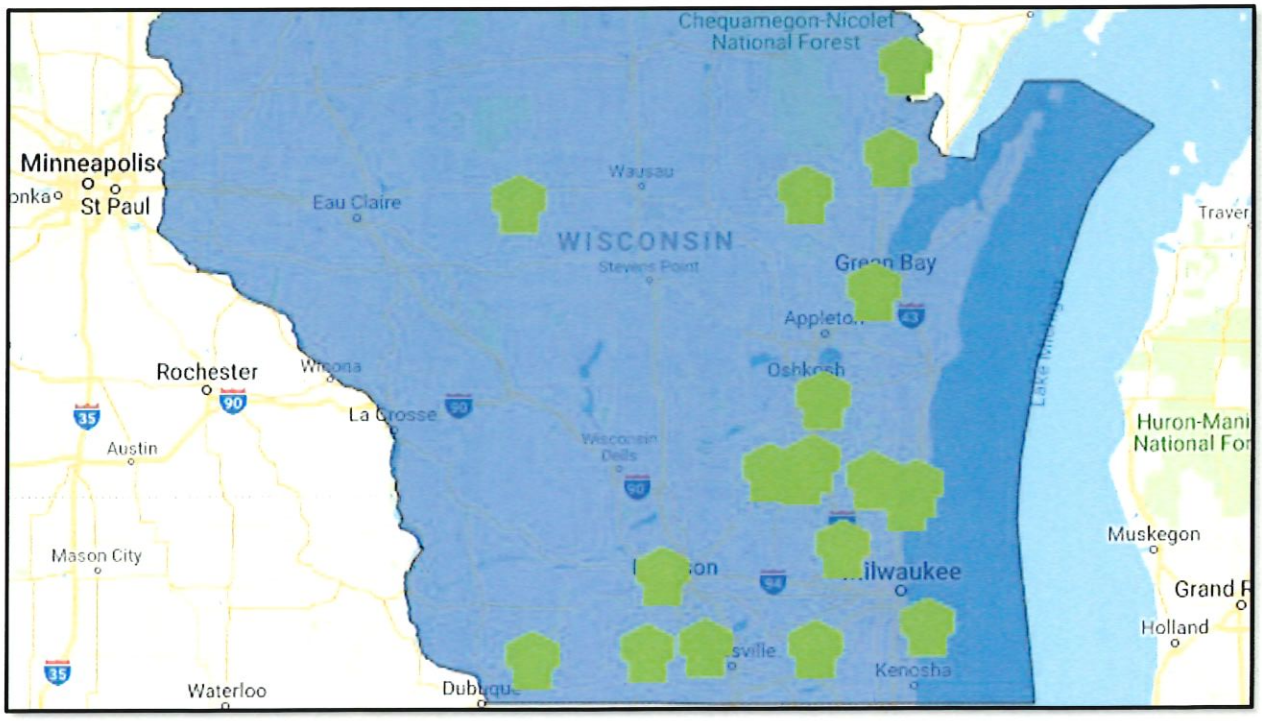


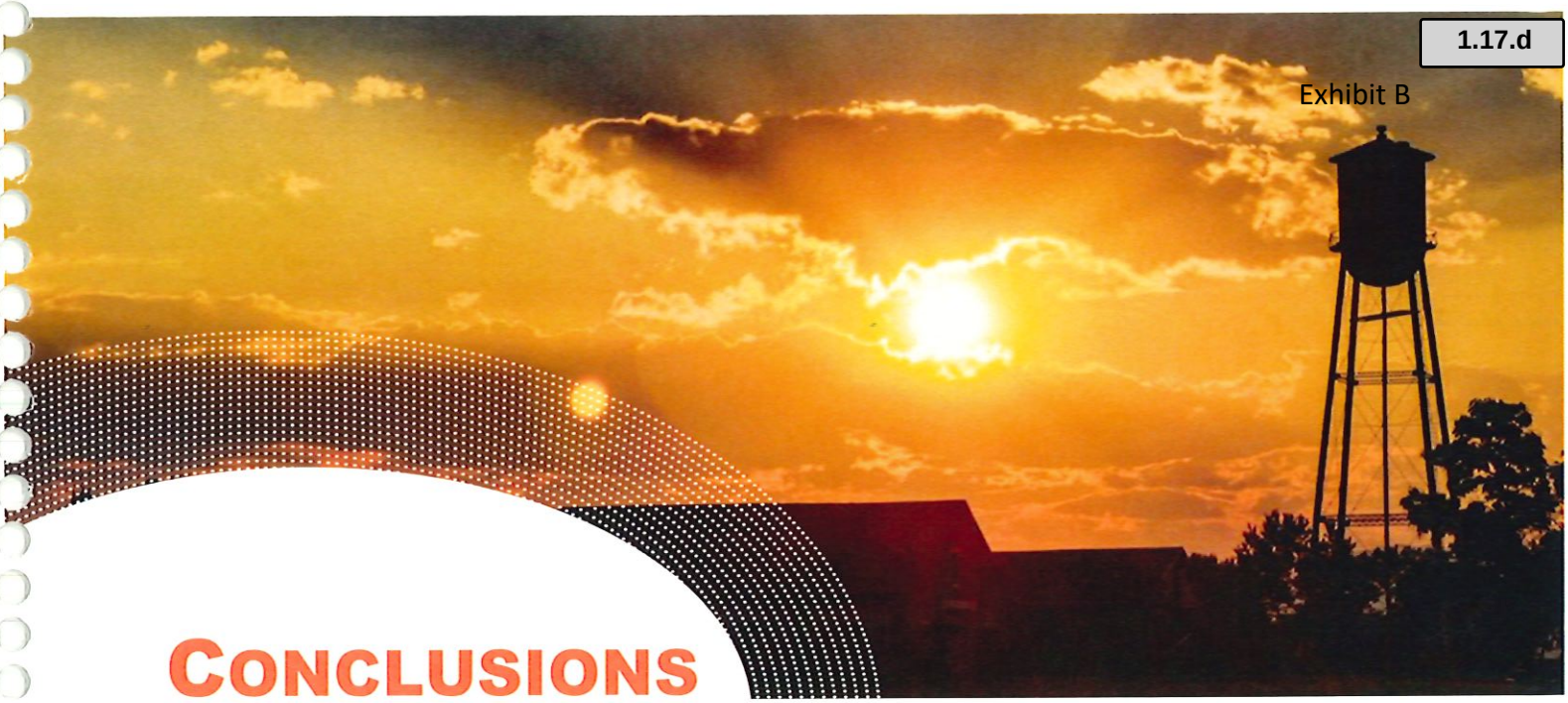
CLIENT REFERENCES

USG has completed over $600 million in water asset projects over the last five (5) years. Our goal is to provide comprehensive asset management solutions to ensure the long-term success of our many valued clients—as well as their water distribution system assets. Our expertise in rehabilitation and preventative maintenance extends the usable life of assets and eliminates the risks associated with the run-to-failure approach. Below are just a few of our asset maintenance program clients in the State of Wisconsin, as follows:

TANK OWNER	STATE	CONTACT	PHONE	# OF TANKS ON MP
Village of Elkhart Lake	WI	Pat Zorn	(920) 876–2231	One (1) Tank since 2000
City of Port Washington	WI	Dan Fisher	(262) 284–2172	Three (3) Tanks since 2000
City of Jefferson	WI	Rob Kincaid	(920) 674–7711	Two (2) Tanks since 2000
Village of Hortonville	WI	Sean Kuske	(920) 779–4086	One (1) Tank since 2004
Village of Slinger	WI	Greg Moser	(262) 644–5265	Two (2) Tanks since 2004
City of Fort Atkinson	WI	Jeff Armstrong	(920) 563–7775	Two (2) Tanks since 2004
Village of Oostburg	WI	Greg Lemahieu	(920) 946–0952	One (1) Tank since 2005
City of Oconto	WI	Matt Beekman	(920) 834–7725	Two (2) Tanks since 2006
City of Stoughton	WI	Kent Thompson	(608) 877–7422	Two (2) Tanks since 2007
City of Whitewater	WI	Jim Bergner	(262) 473–0543	Two (2) Tanks since 2008
City of Sturgeon Bay	WI	Cliff White	(920) 746–2820	One (1) Tank since 2009
Geneva National	WI	Pat Prahl	(262) 949–7715	One (1) Tank since 2017

Tank Owner	State	Contact	Phone	# of Tanks on MP
Village of Benton	WI	Jared Roling	(608) 759–3721	One (1) Tank since 2017
Village of Hartland	WI	Dave Felkner	(414) 630–8168	Three (3) Tanks since 2018
City of Verona	WI	Justin Sutkay	(608) 848–6801	Three (3) Tanks since 2018
City of Horicon	WI	Cody Vanderhei	(920) 485–3540	One (1) Tank since 2018
Village of Belgium	WI	Dan Birenbaum	(414) 416-7085	Two (2) Tanks since 2001
Village of Brooklyn	WI	Leif Spilde	(608) 455-1842	One (1) Tank since 2019
Village of Hustisford	WI	Kevin Neu	(920) 349-4512	Two (2) Tanks since 2002
City of Monroe	WI	Mike Kennison	(608) 329-2480	One (1) Tank since 2019
City of Rice Lake	WI	Chad Paulson	(715) 234-7004	Two (2) Tanks since 2011
Village of Sussex	WI	Jon Baumann	(262) 224-2403	Three (3) Tanks since 2011
City of Two Rivers	WI	Andrew Sukowaty	(920) 973-8080	Two (2) Tanks since 2007
City of Waupun	WI	Steve Schramm	(920) 324-7920	Two (2) Tanks since 2001
City of Wisconsin Rapids	WI	Adam Breunig	(715) 423-6330	Three (3) Tanks since 2005





CONCLUSIONS

This response describes USG's organizational structure with a focus on the products and services provided to our clients—owners and operators of potable water distribution systems. It acknowledges our people, who—together with the plethora of resources available to our valued clients—make our business function.

We are uniquely positioned to provide the City of De Pere with the highest quality tank inspection and maintenance services available. Our dedicated team of water experts, vast resources, and focus on providing the most comprehensive, cost-effective, and sustainable maintenance services to our many valued clients have made us leaders in the asset management and potable water industry. Our asset maintenance programs provide long-term, structured, and financially sustainable solutions with no unplanned expenditures and provide one (1) source of responsibility for all of the services, repairs, and maintenance work.

We have the financial stability and are truly committed to delivering the most innovative, sustainable, and effective asset management solutions to our clients to improve their water distribution systems, critical assets, and the overall well-being of their communities and customers. USG's reputation is built on reliability, and our expertise is built on experience. More than 6,000 municipal and industrial clients in the United States trust USG to manage and maintain their most important water distribution system resources and water storage tank assets. Together—in collaboration with USG—let us build your comprehensive water distribution management system on a foundation of proactive, continuous improvement, constant collaboration, innovation, and trust.

We look forward to meeting with the City of De Pere in anticipation of discussing our qualifications, competencies, and project details—as well as scheduling visits to our facilities. We welcome questions or comments—as well as the opportunity to elaborate on our capabilities. Please direct any questions you may have to:

Mr. Tyler Argall
Water System Consultant (State of Wisconsin)
Phone: (608) 671–4360
Email: tyler.argall@usgwater.com

Mr. Kent Beaver
Director of Sales (Great Lakes Region)
Phone: (412) 716–0450
Email: kent.beaver@usgwater.com



APPENDIX

This Appendix provides the City of De Pere with the executed documents, submittal requirements, and additionally relevant information that is associated with this *Proposal for 2024 Reservoir & Tower Inspections;* the required forms and additionally relevant information include:

- Proposal Pricing Sheet
- Certificate of Authority (State of Wisconsin)
- Certificate of Insurance
- ISO 9001:2015 Certification
- Workers Compensation Experience Modification (EMR) Rating
- Total Recordable Incident Rate (TRIR)

USG also acknowledges that the City of De Pere did not issue any Addenda associated with their *RFP for 2024 Reservoir & Tower Inspections.*

In addition to the items included in the Appendix section, USG has provided the City of De Pere with additional information submitted on an external USB flash drive; this information includes:

- USG Safety & Health Program

Exhibit B

PROPOSAL PRICING SHEET

USG WATER
SOLUTIONS

Exhibit B

City of De Pere Water Utility
2024 Reservoir/Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

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

Lump Sum Price for 9th Street Reservoir Inspection: **$500.00**

Lump Sum Price for Matthew Water Tower Inspection: **$500.00**

Lump Sum Price for Merrill Water Tower Inspection: **$500.00**

Utility Service Group Water Solutions, LLC (USG Water Solutions)
Legal Contractual Entity: Utility Service Co., Inc. (USCI)
Name of Firm

Atlanta Office: 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309
Perry Office: 535 Courtney Hodges Boulevard, Perry, GA 31069
Address of Firm

(855) 526–4413
Telephone Number

Exhibit B

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: **USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc. (USCI)** and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

February 29, 2024 (02/29/2024)
Date

Kent Beaver
Print or Type Name of Bidder

Director of Sales (Great Lakes Region)
Title

Estimated Start Date: **USG is readily available to conduct the inspections as soon as the City of De Pere has issued an award and contracts have been signed. The inspections should take no more than two (2) days to complete.**

Exhibit B

CERTIFICATE OF AUTHORITY

(STATE OF WISCONSIN)

USG WATER SOLUTIONS

Exhibit B

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

CERTIFICATE OF AUTHORITY or REGISTRATION

Issued to

U.S.C., INC. (FICT NAME) UTILITY SERVICE CO., INC. (CORP NAME)

an organization formed under the laws of **GEORGIA**,

authorizing the organization to transact business in this state, effective **December 28, 2001**,

as a

☐ Foreign limited liability partnership, under sec. 178.45, Wis. Stats.

☐ Foreign limited partnership, under sec. 179.82, Wis. Stats

☒ Foreign corporation, under sec. 180.1503, 180.1504, 181.1503 or 181.1504, Wis. Stats.

☐ Foreign limited liability company, under sec. 183.1004 or 183.1006, Wis. Stats.

Date of Issue: **January 7, 2002.**

RAY ALLEN, Administrator
Division of Corporate & Consumer Services
Department of Financial Institutions

See reverse for more information

DFI/CORP/22(R 2/00)

Exhibit B

CERTIFICATE OF INSURANCE

USG WATER
SOLUTIONS

Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED USG AS Holdings LLC 535 General Courtney Hodges Blvd Perry GA 31069 USA	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Starr Indemnity & Liability Company 38318 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570103974348 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1000026018231	02/23/2023	02/23/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			1000672993231 Auto (AOS)	02/23/2023	02/23/2024	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO			1000672994231 Auto (MA)	02/23/2023	02/23/2024	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB X OCCUR			1000588247231	02/23/2023	02/23/2024	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1000005268 (AOS)	02/23/2023	02/23/2024	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) N / N/A			1000005267 (CT,IA,NC,NJ,NY)	02/23/2023	02/23/2024	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

Certificate No : 570103974348

CERTIFICATE HOLDER

City of De Pere
925 S. Sixth Street
De Pere WI 54115 USA

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

Aon Risk Services Central Inc.

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AGENCY CUSTOMER ID: 570000093965

LOC #:

Exhibit B

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	USG AS Holdings LLC
POLICY NUMBER: See Certificate Numbe 570103974348	
CARRIER: See Certificate Numbe 570103974348 / NAIC CODE	EFFECTIVE DATE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		1000005265 (MA)	02/23/2023	02/23/2024		
A		N/A		1000005266 (FL)	02/23/2023	02/23/2024		
A		N/A		1000005264 (WI)	02/23/2023	02/23/2024		

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Exhibit B

ISO 9001:2015 CERTIFICATION

USG WATER
SOLUTIONS

Exhibit B

USG WATER SOLUTIONS LLC

535 Courtney Hodges Blvd Perry, GA 31069 USA

This is a multi-site certificate, additional site(s) are listed on the next page(s)

Bureau Veritas Certification Holding SAS - UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems

Original cycle start date:	12-January-2018
Expiry date of previous cycle:	11-January-2024
Certification / Recertification Audit date:	11-November-2023
Certification / Recertification cycle start date:	12-January-2024
Subject to the continued satisfactory operation of the organisation's Management System, this certificate expires on:	11-January-2027

Certificate No.: US018948 Version: 1 Issue date: 05-December-2023

UKAS MANAGEMENT SYSTEMS 0008

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate can be found by selecting or scannin shown on the left.

Exhibit B

USG WATER SOLUTIONS LLC

ISO 9001:2015

Scope of certification

Site Name	Site Address	Site Scope
USG Water Solutions LLC - HQ	535 Courtney Hodges Blvd Perry, GA 31069 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems
Site 1	1230 Peachtree St NE, Suite 1100 Atlanta, GA 30309 USA	
Site 10 - USCI - TEXAS	16002 Kitzman Road Cypress, TX 77429 USA	
Site 12 - USCI - CALIFORNIA	2240 E Cedar St Ontario, CA 91761 USA	
Site 13 - ODLE, INC.	1801 W 26th St Muncie, IN 47302 USA	
Site 14 - USCI - FLORIDA	10857 SW 91st Ave Ocala, FL 34481 USA	
Site 2 - USCI - ARKANSAS	12748 US Hwy 70 Proctor, AR 72376 USA	
Site 3 USCI - GEORGIA	141 Hicks Drive Perry, GA 31069 USA	
Site 4 - USCI - ILLINOIS & MAXCOR	900 Country Creek Dr New Lenox, IL 60451 USA	
Site 5 - USCI - JPI	6150 Center Road Lowellville, OH 44436 USA	
Site 6 - USCI - KANSAS	1259 S 220th Street Pittsburg, KS 66762 USA	
Site 7 - USCI - MA / MERITHEW	128 Elm Street Bridgewater, MA 02324 USA	

Certificate No.: US018948 Version: 1 Issue date: 05-December-2023

UKAS MANAGEMENT SYSTEMS 0008

Brian Sanders

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate can be found by selecting or scannin shown on the left.

Bureau Veritas Certification

Exhibit B

USG WATER SOLUTIONS LLC

ISO 9001:2015

Scope of certification

Site Name	Site Address	Site Scope
Site 9 - USCI - NORTH CAROLINA	200 Old Covered Bridge Rd Madison, NC 27025 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems

Certificate No.: US018948 Version: 1 Issue date: 05-December-2023

UKAS MANAGEMENT SYSTEMS 0008

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate can be found by selecting or scannin shown on the left.

Bureau Veritas Certification

Exhibit B

WORKERS COMPENSATION EXPERIENCE MODIFICATION RATING (EMR)

USG WATER SOLUTIONS

Aon Risk Services of Missouri, Inc.
4220 Duncan Avenue, Suite 401
St. Louis, MO 63110
(314) 721-5100

February 29, 2024

Subject: Utility Service Co., Inc. Experience Modification Rating (EMR)

To Whom It May Concern:

The National Council on Compensation Insurance (NCCI) has promulgated the Experience Modification for Utility Service Co., Inc. as follows:

Rating Effective Date	Experience Modification
02/23/2023	1.0
01/01/2022	0.67
01/01/2021	0.67
01/01/2020	0.78
01/01/2019	0.85

Sincerely,

Abbie Price

Abbie Price
Account Specialist
Aon Risk Services of Missouri, Inc.
Email: abbie.price@aon.com

USG WATER SOLUTIONS

February 29, 2024

To Whom It May Concern:

This letter shall serve as an explanation as to why our Worker's Compensation Experience Modification Rating (EMR) is currently at 1.0.

Since our company was carved out of a global company earlier this year, we had to establish a new insurance program for our company. In the past, our policies were consolidated for all companies in North America, but now, we have a standalone insurance program—which commenced in February of 2023. Consequently, our EMR was reset to 1.0 because our carrier cannot give us credit for our previous claims history related to our former program. The prior years' EMR ratings are much more indicative of our performance, but the current year's EMR rating is reflected as 1.0. We look forward to a reduction in our EMR rating in the years to come; however—until then—we must restart at 1.0.

Please feel free to contact me via email at **rob.weaver@usgwater.com** if you have any questions regarding this information.

Sincerely,

Rob Weaver

Robert M. Weaver
Vice President of Environmental Health & Safety (EH&S) and Quality

Exhibit B

TOTAL RECORDABLE INCIDENT RATE (TRIR)

USG WATER SOLUTIONS

USG WATER SOLUTIONS

February 29, 2024

To Whom It May Concern:

This letter shall serve as a certified verification that Utility Service Co., Inc.'s Total Recordable Incident Rate (TRIR) for 2022 was 0.87. Attached is also a backup of our safety numbers and rates for 2020 through 2022—as well as our 2022 OSHA 300 Log.

Please feel free to contact me via email at **rob.weaver@usgwater.com** if you have any questions regarding this information.

Sincerely,

Rob Weaver

Robert M. Weaver
Vice President of Environmental Health & Safety (EH&S) and Quality

Exhibit B

Utility Service Co., Inc.

Safety Numbers and Rates for 2020- 2022

		2020	2021	2022
	EMR (Experience Modification Rate):	0.78	0.67	0.67
	Number of employees	337	305	305
A	Number of employee hours worked in the year	742,757	680,367	693,367
B	Total number of OSHA recordable cases	3	2	3
C	Total number of OSHA recordable cases that resulted in Lost Work Days	0	0	0
D	Number of Fatalities	0	0	0
E	Calculate the LWDIR (Lost work day incident rate): Total of Line C X 200,000/Man-hours worked	0	0	0
F	Calculate the TIR (total incident rate): Total of line B X 200,000 / Man-hours worked	0.81	0.59	0.87
	DART Rate	0.539	0.294	0.288

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	7
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injuries	3	(4) Poisonings	0
		(5) Hearing loss	0
(2) Skin disorders	0	(6) All other illnesses	0
(3) Respiratory conditions	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Utility Services Co., Inc.

Street: 535 Courtney Hodges Blvd

City: Perry State: Georgi ZIP: 31069

Industry description (*e.g., Manufacture of motor truck trailers*)
Water Tank Rehab and Maintenance

Standard Industrial Classification (SIC), if known (*e.g., 3715*)
— — — —

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
238320

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 305

Total hours worked by all employees last year: 693,367.25

Sign here

Knowingly falsifying this document may result in a

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Rob Weaver — Dir EHS
Company executive — Title

478-988-5235 — 1/27/2023
Phone — Date

USG WATER SOLUTIONS

USG Water Solutions

1230 Peachtree Street NE, Suite 1100
Atlanta, GA 30309
(855) 526–4413
https://usgwater.com/

Reservoir & Tank Inspection Proposal Summary 2-29-2024

Company Name	Tank	LS
USG Water Solutions		
	Matthew Tower	$500.00
	Merrill Tower	$500.00
	Ninth Street Reservoir	$500.00
		$1,500.00
Badger State Inspection, LLC		
	Matthew Tower	$1,750.00
	Merrill Tower	$1,750.00
	Ninth Street Reservoir	$1,750.00
		$5,250.00
Water Tower Clean and Coat, Inc.		
	Matthew Tower	$2,700.00
	Merrill Tower	$2,700.00
	Ninth Street Reservoir	$2,700.00
		$8,100.00
Pittsburg Tank & Tower Group		
	Matthew Tower	$3,295.00
	Merrill Tower	$3,255.00
	Ninth Street Reservoir	$3,070.00
		$9,620.00
Dixon Engineering, Inc.		
	Matthew Tower	$4,000.00
	Merrill Tower	$4,000.00

	Ninth Street Reservoir	$4,000.00
		$12,000.00
KLM Engineering		
	Matthew Tower	$4,000.00
	Merrill Tower	$4,000.00
	Ninth Street Reservoir	$4,000.00
		$12,000.00
Midco Diving & Marine		
	Matthew Tower	$4,326.00
	Merrill Tower	$4,326.00
	Ninth Street Reservoir	$4,326.00
		$12,978.00
Complete Restoration, LLC		
	Matthew Tower	No Bid
	Merrill Tower	No Bid
	Ninth Street Reservoir	No Bid
Jim Orr Coating Inspection, LLC		
	Matthew Tower	No Bid
	Merrill Tower	No Bid
	Ninth Street Reservoir	No Bid
Lane Tank Company, Inc.		
	Matthew Tower	No Bid
	Merrill Tower	No Bid
	Ninth Street Reservoir	No Bid
McMahon Associates		
	Matthew Tower	No Bid

	Merrill Tower	**No Bid**
	Ninth Street Reservoir	**No Bid**

BADGER STATE INSPECTION, LLC

Water Tower Specialist / Antenna, Evaluations, Inspection
P.O. Box 157 Osseo, WI 54758 (715)-533-8686

February 26th, 2024

Scott Thoresen
Director of Public Works
925 South Sixth Street
De Pere, WI 54115

By e-mail only

RE: Proposal to Provide Inspections of the 9th Street reservoir, Matthew water tower, and Merrill water tower in the City of De Pere, Wisconsin.

Dear Mr. Thoresen,

BSI is pleased to submit this proposal to perform the DNR inspections and evaluations on the 250,000-gal 9th Street ground storage reservoir, the 500,000-gal Matthew water tower, and the 250,000-gal Merrill water tower for the City of De Pere, Wisconsin. The purpose of this inspection is to identify structural issues that may be present and determine the condition of the interior and exterior coatings.

WORK PLAN

In order to perform a complete float-down inspection, the City of De Pere must have the water at or near the high-water level (HWL) at the start of the inspection. BSI will insert and inflate a sterilized rubber raft into the tank interior. The inspector, while in the raft, will examine the interior structure and evaluate the integrity of the existing coating. BSI will inspect the roof, roof structure, the tank shell, the drywell tube, and all appurtenances such as vents, manways, and ladders. During the float inspection, our inspectors will notify the City of De Pere personnel when we start and when we are out of the tower. BSI will always provide a safety ladder and a lifeline in the roof manway for the interior inspector. The inlet pipe or wet riser is excluded from the inspection unless otherwise written in this agreement. BSI will look over the reservoir and take notes and photos of any defective items found during the inspection. BSI will send you a report for each reservoir.

The exterior will be inspected from all areas accessible without rigging unless otherwise written in this agreement. Coating conditions of both the interior dry and exterior will be examined using several different testing equipment. These will include Dry Film Thickness (DFT) Readings, Ultrasonic Thickness Testing, crosscut adhesion, Pit gages, and standard ASTM tests). BSI will not be performing any destructive testing on the coating unless there are coating failures that we feel will need to be repaired within the next 12 months or the owner specifically requests destructive testing. This will be discussed just before the evaluation.

BSI will require city staff to operate any valves and provide water as needed for the inspection. The work will follow OSHA, AWWA, MPCA, and Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes NR 810.14 Water storage facility inspections.

CLEANOUT FEE

9th Street GSR	**$1,750.00**
Matthew Water Tower	**$1,750.00**
Merrill Water Tower	**$1,750.00**
Total Cost	**$5,250.00**

BSI can provide new gaskets for $100 apiece. This price has not been included in the total price. If additional day(s) are needed for the cleanout there will be a charge of $1,500.00 per day(s). BSI plans to do the remaining three inspections on one trip. If the tanks need to be cleaned out on separate trips BSI will be charging an additional $1000 for each additional trip/cleanout.

TIME FRAME

This proposal is valid for sixty (60) days from February 26th, 2024. If the City of De Pere finds this proposal acceptable, please sign and return one copy. When BSI receives the signed proposal, we will call to coordinate to complete the Matthew Water Tower and 9th Street Reservoir in one day and complete the Merrill Reservoir on the second day this spring. BSI will bill the City of De Pere when we send the inspection report.

Please sign, date, and send this letter back to Badger State Inspection LLC. **BSI will not proceed with work on this project until we receive a signed contract.** If you have any questions, please call Kelly Mulhern at 715-533-8686.

Please e-mail the signed proposals to Tmulhern@badgerstateinspection.com

_____ _____

Scott Thoresen Director of Public Works Date

Sincerely,

Letaya Mulhern

Marketing Manager

Badger State Inspection LLC

715-533-5671

BADGER STATE INSPECTION, LLC

Water Tower References

1) **Eden Prairie, MN**
Rick Wahlen
Manager of Utilities
14100 Technology Drive
Eden Prairie, MN 55344
(952) 949-8530

(BSI with WSB & Associates)
(1) 1.5 MG Hydropillar Reconditioning Project
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

2) **Arden Hills, Minnesota**
Jeff Frid
Public Works Superintendent
1245 Hwy 96 W
Arden Hills, MN 55112-5743
(651) 792-7852

(BSI with WSB & Associates)
(1) 0.75 MG Reconditioning Project
Multiple Antenna Reviews and Inspections

3) **Deforest, Wisconsin**
Greg Hall
Public Works Director
120 S. Stevenson St.
Deforest, WI 53532
(608) 807-7023

(BSI with WSB & Associates)
(2) 0.5 MG Reconditioning Projects
(1) 0.3 MG Reconditioning Project
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

4) **Osseo, Wisconsin**
Benjamin Ganther
Public Works Director
13712 8th Street
Osseo, Wisconsin 54758
(715) 579-2727

(1) 0.5MG Standpipe Reconditioning
(2) Water Tower Evaluations

5) **Savage, Minnesota**
Mike Klimers
Utility Services Superintendent
13770 Dakota Avenue
Savage, MN 55378
(952) 224-3442

(BSI with WSB & Associates)
(1) 1.0 MG New Tank Construction Observation
(1) 1.0MG Hydropillar Reconditioning Project
(1) 0.5 MG Reconditioning
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

6) **Elk River, Minnesota**
David Nino
ERMU Water Superintendent
13069 Orono Parkway
Elk River, MN 55330
(763) 635-1361

(BSI with WSB & Associates)
(1) 1.5 MG EWT New Tank Construction
(2) 1.0 MG EWT Reconditioning Projects
(1) Tower evaluation
(2) Well house reconditioning Projects
Multiple Antenna Reviews and Inspections

7) **Champlin, Minnesota**
David Stifter
Utilities Superintendent
11955 Champlin Drive
Champlin, MN 55316
(763) 458-8014

(BSI with WSB & Associates)
(2) 1.0MG Hydropillar Reconditioning Projects
(1) New Filter tank inspection Weld and Coating
(2) Water tower evaluations
Multiple Antenna Reviews and Inspections

8) **Grand Rapids, Minnesota**
Steven Mattson
Water and Wastewater Manager
P.O. Box 658
500 SE 4th Street
Grand Rapids, MN 55744
(218) 244-5092

(2) 0.5 MG Reconditioning Projects
(1) 0.75MG Hydropillar New Tank Construction
(1) 0.5 MG Spot Repair
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

9) **Brooklyn Center, Minnesota**
Michael Weber
Public Utilities Supervisor
6844 Shingle Creek Parkway
Hydropillar) Brooklyn Center, MN 55430
(763) 585-7104

(BSI with WSB & Associates)
(3) Reconditioning Projects (1.5 MG, 1.0 MG
0.5MG EWT)
(1) Spot repair and overcoat (1.0MN
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

10) **Inver Grove Heights, Minnesota**
Jim Sweeney
Utility Superintendent
Public Works Maintenance Facility
8168 Barbara Avenue
Inver Grove Heights, MN 55077

(1) 1,0MG Spheroid Reconditioning project
(1) 1.0 MG Hydropillar New Tank Construction
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

11) **Mahtomedi, Minnesota**
Robert Goebel
Mahtomedi Public Works
30 Long Lake Road
Mahtomedi, MN 55115
(651) 773-9730

(BSI with WSB & Associates)
(1) 0.5MG Spheroid New Tank Construction
(1) 0.5 MG Spheroid Reconditioning Project
(2) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

12) **Oakdale, Minnesota**
Jim Romanik
Public Works Manager
1584 Hadley Avenue North
Oakdale, MN 55128
(651) 730-2743

(1) 1.0 MG Hydropillar New Tank Construction
(1) 1.0 MG Hydropillar Reconditioning Project
(1) 0.750 MG Standpipe Recondition Project
(1) 0.5 MG Standpipe Reconditioning Project
(4) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

13) **St. Louis Park, Minnesota**
Mike Okey
Public Works Service Manager
7305 Oxford St.
St. Louis Park, MN 55416
(952) 924-21891

(BSI with WSB & Associates)
(1) 1.0 MG EWT Reconditioning Project
(4) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

14) Chanhassen, Minnesota **(BSI with WSB & Associates)**
George Bender
Assistant City Engineer
7700 Market Center Boulevard
Chanhassen, MN 55317
(952) 227-1164

(1) 1.5 MG Hydropillar Reconditioning Project
(2) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

15) St. Paul Park, Minnesota
Kevin Walsh
City Administrator
600 Portland Avenue
St. Paul Park, MN 55071
(651) 459-9785

(2) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

16) Mendota Heights, Minnesota
Ryan Ruzek
Assistant City Engineer
1101 Victoria Curve
Mendota Heights, MN 55118
(651) 452-1850

(1) 1.0MG Hydropillar Reconditioning Project
(1) Water Tower Evaluation
Antenna Reviews and Inspections

17) Excelsior, Minnesota **(BSI with WSB & Associates)**
Dave Wisdorf
Public Works Superintendent
339 3rd Street
Excelsior, MN 55331
(952) 474-3464

(1) 0.3 MG Spheroid Reconditioning Project
(1) 0.5MG GSR Reconditioning Project
(2) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

18) Wadena, Minnesota
David Evans
Light and Water Superintendent
104 Jefferson Street North
Wadena, MN 56482
(218) 631-7712

(1) 0.5 MG EWT Reconditioning Project
(1) Water Tower Evaluation
Multiple Antenna Reviews and Inspections

19) Eveleth, Minnesota
Michael Wiskow
Director of Public Works
P.O. Box 401
413 Pierce Street
Eveleth, MN 55734
(218) 744-7504

(1) 1.0 MG GSR Reconditioning Project
(3) Water Tower Evaluations

20) Lakeville, Minnesota
Ken Seurer
Utilities Superintendent
18400 Ipava Avenue
Lakeville, MN 55044
(952) 985-2700

(1) 2.0 MG GSR Reconditioning Project
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

21) Jamestown, North Dakota **(BSI with WSB & Associates)**
Reed Schwartzkopf, PE
City Engineer
102 3rd Avenue S.
Jamestown N.D. 58401
(701) 252-5900 Ext 126
(1) 1.5 MG Water tower Evaluation

22) Moorhead, Minnesota
Kris Knutson
Water Division Manager
Moorhead Public Service
500 Center Ave PO Box 779
Moorhead, MN 56560
(1) Lime Silo Reconditioning
(2) Lime Softening Basins

23) Tonka Bay, Minnesota **(BSI with WSB & Associates)**
Robin Bowmen
Superintendent of Public Works
6901 Manitou Road
Tonka Bay, MN 55331
(952) 474-2947
(1) Water Tower Evaluation
(1) Lime Silo Reconditioning
(1) 250,000 EWT Reconditioning Project

24) Medina, Minnesota **(BSI with WSB & Associates)**
Steve Sherer
Public Works Director
2052 County Rd 24
Hammel, MN
(763) 474-8842
(1) 500,000 EWT Reconditioning
Multiple Antenna Reviews and Inspections

25) Hibbing, Minnesota
Corey Lubovich
Director of Utility Operations
1902 6th Avenue East
Hibbing, MN 55746
(218) 969-7405
(1) 1.0 MG Hydropillar Reconditioning Project
(1) Water Tower Evaluations

26) Barron, Wisconsin
Jeremy Bow
Utility Manager
1303 E Division
Barron, WI 54812
(715) 537-3855
(1) 400,000 G Spheroid New Build

27) International Falls, Minnesota
Ted Brokaw
Director of Public Works
P.O. Box 831
International Falls, MN 56649
(218) 283-4403
(1) 500,000 G Reconditioning Project
(1) Water Tower Evaluation

28) Rice Lake, Wisconsin
Chad Paulson
Water Superintendent
320 W Coleman St
Rice Lake, WI 54868
(715) 234-7004

Multiple Antenna Reviews and Inspections

29) Riverdale, ND
AJ Tuck, Ulteig Engineering
419 Riverwood Drive
Bismarck, ND 58504
(701) 391-1041

(1) 300,000 Spheroid New Build

30) Circle Pines, MN
Patrick Antonen
City Administrator
200 Civic Heights Drive
Circle Pines, MN 55014

Multiple Antenna Reviews and Inspections
(1) Tower evaluation

31) Hilltop, MN
Ruth Nelsen
City Clerk-Administrator
4555 Jackson St NE
Hilltop, MN 55421
(612) 571-2023

Multiple Antenna Reviews and Inspections

32) Baraboo, WI
Wade Peterson
Utility Superintendent
450 Roundhouse Ct
Baraboo, WI 53913
(608) 355-2740

(1) 300,000 Spheroid Reconditioning
Multiple Antenna Reviews and Inspections

Client#: 1866632 BADGESTA1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: James Nelson
USI Insurance Services, LLC 8000 Norman Center Drive, Suite 400 Minneapolis, MN 55437	PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: james.nelson@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : Society Insurance A Mutual Company	15261
INSURER C : Continental Casualty Company	20443
INSURER D : Minnesota Workers Compensation Assigned	99999
INSURER E :	
INSURER F :	

INSURED
Badger State Inspection, LLC
Mr. Kelly Mulhern
P. O. Box 157
Osseo, WI 54758

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			OBXD05726205	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			OBXD05726205	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			OBXD05726205	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WP21032362	09/23/2023	09/23/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$100,000 $100,000 $500,000
C	Professional			MCH288375225	05/14/2023	05/14/2024	1 Mil 10,000 Ded	
D	Workers' Com-MN			056010809	02/20/2023	02/20/2024	1 MIL/1 MIL/1 MIL	

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Kelly Mulhern, Owner

CERTIFICATE HOLDER

Badger State Inspection, Inc.
PO Box 157
Osseo, WI 54758

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

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CITY OF DE PERE

Public Works Department

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

January 29, 2024

RE: Request for Proposals
2024 Reservoir & Tower Inspections

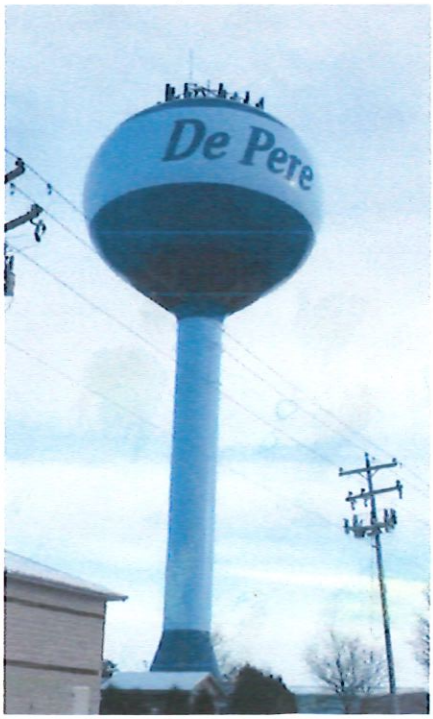
The City of De Pere is requesting a proposal from your firm to complete inspections of the 9th Street reservoir, Matthew water tower, and Merrill water tower. The City is required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years

City of De Pere 9th Street Reservoir

The City of De Pere: 9th Street reservoir is a 250,000 – gallon ground storage reservoir that was constructed in 1964. The reservoir was last inspected in 2019 was a dry inspection. The interior of the reservoir for this inspection will require a minimum wet inspection.

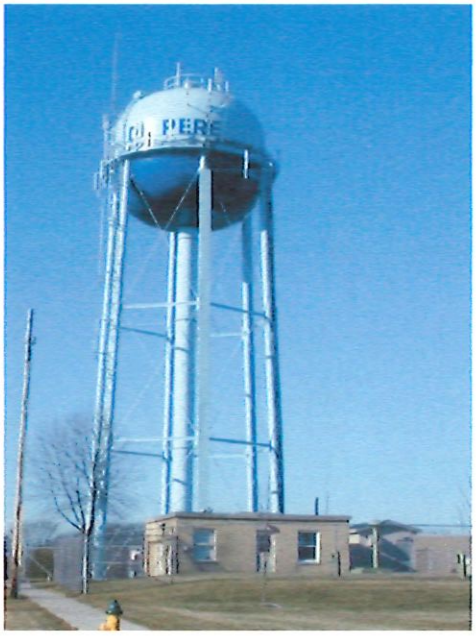
City of De Pere Matthew Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Matthew Tower. The tower is a 500,000 gallon– single pedestal spheroid steel tank that was constructed in 1986. The height of the tower is 134.5 feet, and the diameter of the tower is 56 feet. The tower was last inspected in 2019 with a dry inspection. The interior of the tank for this inspection will require at a minimum a wet inspection.



City of De Pere Merrill Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Merrill Tower. The tower is a 250,000-gallon multi-legged steel elevated storage tank that was constructed in 1960. (See picture below) The height of the tower is 121.2 feet and the diameter of the tower is 40 feet. The tower was painted inside and out in 2003. The tower was last inspected in 2019 with a dry inspection. The interior of the tank for this inspection will require at a minimum a wet inspection.



Scope of Work:

1. Review existing drawings and as-built of reservoir and tower and any other pertinent information pertaining to the reservoir and tower.

2. Conduct all tank inspections to meet Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes **NR 810.14 Water storage facility inspections** requirement.

3. Prepare a final report showing the result of the reservoir or tank inspection(s). The report shall include a summary of the inspection and a list of any deficiencies in the reservoir or tank. The written report will include photos for the reservoir or tank inspection(s). The final report will contain recommendations for future work based on the results of this inspection.

4. Prepare reports for WDNR as required.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The reservoir/standpipe inspections shall be completed by July 31, 2024.

Indemnification:

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

Insurance Requirements:

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

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

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

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

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

Additional Information:

- Sample consultant agreement is attached.

All proposals should include the following information:

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

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

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

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

Sealed proposals marked **"Reservoir/Tower Inspections"** on envelope are to be delivered or mailed to:

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

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

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

If you have any questions regarding De Pere's reservoir, tower, or this proposal, please call Eric Zygarlicke at (920) 339-4063.

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility
2024 Reservoir/Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

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

Lump Sum Price for 9th Street Reservoir Inspection: $ 2,700

Lump Sum Price for Matthew Water Tower Inspection: $ 2,700

Lump Sum Price for Merrill Water Tower Inspection: $ 2,700

Water Tower Clean & Coat, Inc.
Name of Firm

W13280 Klamer Rd, Lodi, WI
Address of Firm

608-234-8932
Telephone Number

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

Signature of Bidder

2/11/2024
Date

Sam Paque
Print or Type Name of Bidder

Project Manager
Title

Estimated Start Date: 3/1/2024

Bid is dependant on our insurance being accepted as is.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER B SCHULTZ INSURANCE SERVICES LLC PO Box 283 Lodi, WI 53555	CONTACT NAME: Timothy M Anthon PHONE (A/C, No, Ext): (608)592-7863 FAX (A/C, No): (608)592-0268 E-MAIL ADDRESS: carrie@bschultzinsurance.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Erie Insurance
INSURED WATER TOWER CLEAN & COAT, INC PO Box 310 W13280 Klamer Rd Lodi, WI 53555	INSURER B : James River Insurance Company INSURER C : Employers Mutual Casualty Co. INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bryan W. Schultz

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References Previous Work Experience

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

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

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

2 Portage, WI Matt Holtan 608 697 0730

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

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

- DNR Inspections
- Exterior Cleanings

4. Harvard, IL Jim Grant 1 815 560 2046

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

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

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

6. Ledgeview, WI

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

PITTSBURG TANK & TOWER GROUP
MAINTENANCE DIVISION Since 1919
"100 years and still climbing"

1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: 270-826-9000
F: 270-767-6912
www.pttg.com

Monday, February 26, 2024

Scott Thoresen
Director of Public Works
City of DePere
925 South Sixth Street
DePere, WI 54115-1199
920-339-8095
920-639-1003 - Cell
sthoresen@mail.de-pere.org

Scott,

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has been providing tank services to our customers in over 60 countries, proudly making us a Global Company. Our wealth of experience encompasses all aspects of tank maintenance services, from paint and repair to dismantle and inspections. Our expertise expands beyond maintenance to tank design, fabrication, erection and professional engineering services for new tanks and modifications to existing tanks, including raising, lowering and moving services.

Having been ranked in the Top 600 Specialty Contractors and among the top 15 steel erectors according to Engineering News Record, it was natural to expand our offerings into the Custom Engineering and Manufacturing Industry. Our sister company, Allstate Tower Inc., manufactures structural steel components for towers and agricultural material handling, including complete turn-key systems and installation services.

At Pittsburg Tank & Tower Group, it's not only about the products we produce, but the people as well. Being a family-operated company with a commitment to the Safety and Health of our family of employees, we have worked with the Commonwealth of Kentucky's Labor Cabinet to achieve our SHARP Certification (Safety and Health Achievement Recognition Program), and we are recognized as a Drug Free Workplace in accordance with the standards set forth by the regulation; 803 KAR 25:280 Certification of Drug-Free Workplace.

We are proud to provide you with this proposal and look forward to working with you should you decide to accept it. To accept the proposal, simply sign and date one (1) copy and return it to our Henderson, KY office either by mail, fax or email.

Please feel free to contact us should you have any questions or concerns, or simply want to discuss the proposal further.

Respectfully,

Pittsburg Tank & Tower Group
Maintenance Division

Nicci Sheridan
National Accounts Manager
270-869-9400 Ext: 4624
270-215-5706 Fax
nsheridan@pttg.com

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Monday, February 26, 2024

Scott Thoresen
Director of Public Works
City of DePere
925 South Sixth Street
DePere, WI 54115-1199
920-339-8095
920-639-1003 - Cell
sthoresen@mail.de-pere.org

In accordance with the price, terms and conditions listed herein, we propose to furnish all labor, materials, equipment and insurance necessary to perform the work quoted:

Tank Type	Tank Address	Cap. Gal	Service	Insp. Only	Initial
Ground Storage Tank	315 N. 9th Street DePere, WI 54115	250,000	Dive Inspection	**$3,070.00**	
Elevated Water Tank	1501 Merrill Street DePere, WI 54115	250,000	Dive Inspection	**$3,255.00**	
Watersphere	1725 E. Matthew Drive DePere, WI 54115	500,000	Dive Inspection	**$3,295.00**	

Underwater operations: All dive maintenance technicians and associated in-tank equipment are fully disinfected in accordance with AWWA Standard C652-02. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADC approved commercial diving equipment dedicated to in-service potable water operations.

PTTG Since 1919
MAINTENANCE DIVISION

1 Watertank Place, PO Box 1849, Henderson, KY 42419
P: 270-826-9000 F: 270-767-6912 www.pttg.com

Monday, February 26, 2024

BASE BID Inspection:
Interior and exterior assessments will review structural, sanitary, safety, security and any installed coating conditions. Reporting will be provided based on water tank inspection criteria, referencing applicable OSHA, EPA, AWWA, TCEQ, and NFPA requirements. Minimum items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatches, external overflow and plumbing.

Underwater interior video documentation will be completed with real-time closed circuit high-resolution color underwater video equipment. All pertinent findings will be recorded on video format (including dive maintenance technician's findings and narrative summary).

Services will include detailed interior video documentation of the potable water tanks(s) and/or clearwell(s) as described above. Discounted multi-tank pricing is provided for combination of two or more tanks completed as a single dispatch.

CLARIFICATIONS

- Prior to arrival, and during underwater operations, water level in tanks/clearwells to remain full.
- Client's Point-of-Contact will be available for access, as well as authorization of any additional requested work.
- Facilities are accessible with standard truck/trailer combo (overall length- Crew Cab= 23' / Trailer= 22').
- Access into tanks/clearwells are sufficient (i.e. 24" diameter), with no obstructions in the hatchway.
- There are no special discharge requirements. (i.e. long distances / permits).
- Bottom sediment in excess of three inches (3") or cubic yards stated will be removed at **$60.00** per cubic yard.
- Debris removal will be charged at a rate of **$475.00** per hour.
- Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby charges.
- Access requiring portable set-up (i.e. truck only), will incur additional setup/tear-down charge.

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Monday, February 26, 2024

Terms & Conditions

1) Prior to start of work, Owner will be furnished a certificate of insurance covering Workman's Compensation, Occupational Disease, Employer's Liability, and General Liability.
2) If tank is to be drained prior to our arrival, it shall be drained by owner, if it becomes necessary to drain the tank while on site, it must be drained by the Owner/Customer.
3) If needed a pressure release valve will be furnished during the cleaning and painting operation. Owner required to notify PTTM prior to mobilization if required.
4) In the event interior and/or exterior complete tank repainting is not included in this scope of work, all new tank appurtenances furnished and installed by PTTM as part of this scope of work shall be field primed and finish coated to match existing coating system(s), unless specifically excluded from our scope of work. Color to match as close as possible.
5) No paint shall be applied during wet, damp, or inclement weather.
6) All paint will be delivered to the job site in original containers with contents identified by the manufacturer.
7) If necessary, customer will be required to clear/move vehicles and equipment a safe distance from the job site to prevent damage and place physical barricades around the perimeter to restrict access.
8) Work to be performed using our standard wage scale with Open Shop personnel, by mechanics skilled in their trade.
9) All workmanship is guaranteed for twelve (12) months after completion.
10) Owner is to provide dumpster(s) for trash, paint consumables, blast media, and all other waste produced during course of job, including disposal of said waste.
11) Handling, removal, and/or disposal of hazardous or contaminated material (e.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site are not included in the submitted quotation for work. Unless specifically included in our scope of work.
12) This quote does not provide for the shrouding or containment of blast media and paint.
13) Owner understands and agrees any Federal, State, and Municipal taxes imposed on Contractor with respect to the outlined work are additional expenses not included in the contract and further assumes the obligation of paying said additional costs incurred by Contractor. PTTM does not include costs for any permits, local licenses, fees, etc. in this proposal.
14) OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law.
15) In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky.
16) OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

TERMS

50% with Order; Balance upon Completion OR Mutually Agreed Payment Terms
MasterCard, Visa and American Express are accepted, with prior authorization
Payments made by credit card will be subject to a processing fee of 3%.
Interest will be applied to payments not received in accordance to payment terms.

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal. OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS

Accepted : _____ , 2024

Company : City of DePere

By : _____

Title : _____

Respectfully Submitted by:

Pittsburg Tank & Tower Group
Maintenance Division

By : _____

Jordan Pyles, Executive Director of Sales
jpyles@pttg.com
270-869-9400 Ext: 4601

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
New and Used Tanks

Dixon Engineering, Inc.

Engineering and Inspections Services for the Coating Industry

Proposal to:

City of De Pere, Public Works Department De Pere, Wisconsin

For

2024 Reservoir & Tower Inspections

Bid Due: February 29, 2024 2:00 p.m.

4811 S. 76th Suite 109
Greenfield, WI 53220

Phone: (414) 529-1859
Fax: (414) 282-7830

www.dixonengineering.net
dixon@dixonengineering.net

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

February 28, 2023

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

Subject: 2024 Reservoir & Tower Inspection

DIXON Engineering, Inc. is pleased to submit our qualifications and proposal to the City of De Pere for 2024 maintenance inspections of the 9th Street Reservoir, Mathew Water Tower, and Merrill Water Tower.

For over 42 years, DIXON Engineering has been offering its clients effective and affordable services. Our aim is to help each client realize a project that is finished on schedule and within budget. The following pages outline our ability to complete this task.

If you have any questions regarding this submission, or DIXON's qualifications and services, please contact me at (414) 429-3430.

FOR DIXON ENGINEERING, INC.,

Kayla Mulcahy

Kayla Mulcahy
Project Manager

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

4811 S. 76th St., Suite 100
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

Reference List

CLIENT	CONTACT	TANK SIZE	PROJECT
3M 801 N. Marquette Rd. Prairie du Chien, WI 53821	Allie Thornton 608-326-3137	150,000 Gallon Steel Reservoir	2020 Maintenance (ROV) Inspection
		300,000 Gallon Steel Reservoir	2020 Maintenance (ROV) Inspection
		500,000 Gallon Double Ellipse	2019 Maintenance (Dry) Inspection
City of Appleton 2281 Manitowoc Rd. Menasha, WI 54952	Joe Myers 920-997-4226	1,000,000 Gallon Fluted Column (Matthias St. Tank)	2021 Maintenance (Dry) Inspection
		1,000,000 Gallon Composite (Glendale)	2022 Maintenance Inspection
		3,000,000 Gallon Reservoir	2022 Maintenance Inspection
City of Brookfield 2000 N. Calhoun Rd Brookfield, WI 53005	Dan Erickson, P.E. 262-787-3539	700,000 Gallon Concrete Reservoir (Pilgrim)	2020 Maintenance (Dry) Inspection
		1,000,000 Gallon Spheroid (Capital)	2020 Maintenance (ROV) Inspection
		1,000,000 Gallon Standpipe (Sunnyslope)	2019 Technical Specification 2019 Paint Observations 2020 Warranty (ROV) Inspection
		400,000 Gallon Spheroid (Industrial Tank)	2022 Maintenance Inspection
		345,000 Gallon Concrete Reservoir	2022 Maintenance Inspection
City of Brodhead 1108 11th St. PO Box 227 Brodhead, WI 53520	Jeff Peterson 608-897-2505	500,000 Gallon Spheroid	2021 Maintenance (ROV) Inspection
Village of Bellevue 2828 Allouez Ave. Green Bay, WI 54311	Shawn Geiger 920-593-5517	500,000 Gallon Toroellipse (Continental)	2021 Security Inspection
		400,000 Gallon Spheroid (Allouez)	2021 Security Inspection
		1,000,000 Gallon Composite (Erie)	2022 Maintenance Inspection 2021 Security Inspection
City of Delavan 123 S. 2nd Street Delavan, WI 53115	Jim Piester 262-728-5585 ext 140	250,000 Gallon Toroellipse	2021 Maintenance (Dry) Inspection
		500,000 Gallon Spheroid	2021 Maintenance (Dry) Inspection
Village of Denmark 118 E. Main St. PO Box 310 Denmark, WI 54208	Erika Thronson 920-863-8401	100,000 Gallon Concrete Reservoir	2020 Maintenance (Dry) Inspection
		200,000 Gallon Spheroid	2020 Maintenance (ROV) Inspection
Village of Dousman 130 Municipal Garage Rd. PO Box 264 Dousman, WI 53118	Joe Kitelinger 262-965-3302	300,000 Gallon Spheroid	2020 Maintenance (ROV) Inspection
City of Edgerton 12 Albion St. Edgerton, WI 53534	Randy Oren 608-884-3341	300,000 Gallon Spheroid (Gear Dr)	2020 Maintenance (Dry) Inspection

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CLIENT	CONTACT	TANK SIZE	PROJECT
Evansville Water & Light 31 S. Madison St. Evansville, WI 53536	Chad Renly 608-490-1313	300,000 Gallon Spheroid	2020 Maintenance (ROV) Inspection
City of Fennimore 860 Lincoln Ave Fennimore, WI 53809	Dennis Biddick 608-822-6501	100,000 Gallon Spheroid	2020 Maintenance (Dry) Inspection
		300,000 Gallon Spheroid	2020 Maintenance (Dry) Inspection
Village of Fox Point 7200 N. Santa Monica Blvd. Fox Point, WI 53217	Scott Brandmeier 414-351-8900	1,500,000 Gallon Reservoir	2021 Maintenance (ROV) Inspection
City of Fredonia PO Box 159 Fredonia, WI 53021	Roger Strohm 262-692-9125	300,000 Gallon Spheroid	2020 Maintenance (Dry) Inspection
City of Glendale 5909 Milwaukee Rd. Glendale, WI 53209	Charlie Imig 414-228-1746	1,000,000 Gallon Standpipe	2020 Maintenance (Dry) Inspection
Village of Grafton 1900 9th Ave. PO Box 144 Grafton, WI 53024	Larry Roy 262-343-0531	200,000 Gallon Spheroid (Tower 1)	2020 Maintenance (Dry) Inspection 2021 Security Inspection
		300,000 Gallon Spheroid (Tower 2)	2020 Maintenance (Dry) Inspection 2021 Security Inspection
		300,000 Gallon Spheroid (Tower 3)	2020 Security Inspection 2021 Security Inspection
		Digester 1	2020 Maintenance (Dry) Inspection
		Digester 2	2020 Maintenance (Dry) Inspection
Hartford Utilities 620 W. Sumner St. Harford, WI 53027	Brian Rhodes 262-670-3710	750,000 Gallon Composite	2020 Maintenance (Dry) Inspection
		500,000 Gallon Toroellipse (Hwy U)	2019 Technical Specifications 2019 Paint Observations 2020 Warranty (ROV) Inspection
		300,000 Gallon Spheroid (Hwy K)	2020 Technical Specifications and Contract Documents 2020 Paint Observations 2021 Warranty (ROV) Inspection
		150,000 Concrete Reservoir (Well 10)	2023 Maintenance (Dry)
		150,000 Double Ellipse	2023 Maintenance (ROV)
Village of Hewitt 11064 Main St. Hewitt, WI 54441	Marlene Struland 715-387-2739	Lift Station #1	2019 Maintenance (Dry) Inspection
City of Jefferson 425 Collins Road PO Box 396 Jefferson, WI 53549	Todd Clark 920-674-7705	93,000 Gallon Concrete Reservoir (Reservoir 1 Well 5)	2020 Maintenance (Dry) Inspection

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CLIENT	CONTACT	TANK SIZE	PROJECT
Village of Kohler 319 Highland Dr. Kohler, WI 53044	Brett Edgerle 920-459-3881	250,000 Gallon Double Ellipse	2020 Maintenance (ROV & Float) Inspection
Kohler Company N7650 Lake Shore Road Sheboygan, WI 53083	Steve Ziegelbauer 920-457-4441	250,000 Gallon Double Ellipse (North Tower)	2020 Maintenance (ROV & Float) Inspection
		250,000 Gallon Double Ellipse (Middle Tower)	2020 Maintenance (ROV & Float) Inspection
		250,000 Gallon Double Ellipse (South Tower)	2020 Maintenance (ROV & Float) Inspection
		10,000 Gallon Hydropneumatic	2022 Maintenance Inspection
City of Lancaster 206 S. Madison St. Lancaster, WI 53813	John Hauth 608-723-7543	500,000 Gallon Spheroid (Roosevelt)	2021 Maintenance (Dry) Inspection
Lincoln Hills School W4380 Copper Lake Road Irma, WI 54442	Michael Stockowitz 715-536-1156	200,000 Gallon Standpipe	2022 Maintenance Inspection 2021 Paint Observations 2019 Technical Specifications
City of Madison 210 Martin Luther King Jr Blvd. Room 115 Madison, WI 53703	Robert Phillips, P.E. 608-266-4090	1,000,000 Gallon Composite (Blackhawk)	2021 Warranty (ROV) Inspection
City of Manawa 500 S. Bridge St. Manawa, WI 54949	Cody Simonis 920-596-2577	200,000 Gallon Spheroid (High St. Tank)	2021 Warranty (ROV) Inspection
City of Medford 639 S. 2nd Street Medford, WI 54451	Joe Harris 715-965-0492	250,000 Gallon Spheroid	2021 Paint Observations
		400,000 Gallon Spheroid	2022 Maintenance Inspection
		500,000 Gallon Spheroid (Broadway)	2022 Maintenance Inspeciton
Menominee Indian Tribe 9A S. Brown St. Rhinelander, WI 54501	Nathan Kohnhorst 715-365-5117	75,000 Gallon Hydrocone (Middle Village)	2020 Warranty (ROV) Inspection
Village of Menomonee Falls W156N8480 Pilgrim Rd. Menomonee Falls, WI 53051	Randy Hager 262-532-4807	1,000,000 Gallon Toroellipse (Kohler)	2021 Maintenance (ROV) Inspection
		250,000 Gallon Spheroid (Fair Oak)	2021 Maintenance (ROV) Inspection
		500,000 Gallon Spheroid	2022 Maintenance Inspection
Milk Specialties Global 325 Tompkins Fond du Lac, WI 54935	Pete Postuma 920-395-1096	40,000 Gallon Standpipe	2020 Maintenance (Dry) Inspection
Milwaukee County 8700 Watertown Milwaukee, WI 53188	Mark Geronime (414) 778-6091	1,000,000 Gallon Spheroid	2022 Maintenance Inspection
City of Milwaukee 3000 N. Lincoln Memorial Dr. Milwaukee, WI 53221	Mark Gremmer 414-286-5508	17,500 Gallon Aluminum Sulfate Tank (Howard Plant – East)	2020 Maintenance (Dry) Inspection
Milwaukee Regional Medical Center 8700 Watertown Plank Rd. Milwaukee, WI 53188	Mark Geronime 414-778-6091	1,000,000 Gallon Spheroid (Central)	2020 Maintenance (Dry) Inspection

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CLIENT	CONTACT	TANK SIZE	PROJECT
City of Muskego W189 S8235 Mercury Dr. Muskego, WI 53150	Scott Kloskowski 262-679-4149	750,000 Gallon Reservoir (Hillendale)	2020 Maintenance (Dry) Inspection
		750,000 Gallon Spheroid (Commerce)	2020 Maintenance (Dry) Inspection
		80,000 Gallon Concrete Reservoir (Lakewood Meadows)	2020 Maintenance (Dry) Inspection
		250,000 Gallon Spheroid (Industrial)	2020 Maintenance (Dry) Inspection
Neenah Water Utility 211 Walnut St. Neenah, WI 54956	Anthony Mach 920-886-6196	1,500,000 Gallon Composite	2020 Maintenance (ROV & Float) Inspection
		250,000 Gallon Double Ellipse with Brick Façade	2019 Maintenance (ROV) Inspection
		500,000 Spheroid	2023 Maintenance (ROV)
City of New Berlin 16450 W. National Ave. New Berlin, WI 53151	Jim Hart 262-613-2879	750,000 Gallon Composite (Rockridge)	2021 Maintenance (Dry) Inspection
		90,000 Gallon Clearwell (Green Ridge)	2022 Maintenance Inspection
		40,425 Gallon Clearwell (Valley View)	2022 Maintenance Inspection
		37,600 Gallon Clearwell	2022 Maintenance Inspection
		557,600 Gallon Reservoir	2022 Maintenance Inspection
		538,985 Gallon Reservoir	2022 Maintenance Inspection
		500,000 Gallon Spheroid	2022 Maintenance Inspection
		500,000 Gallon Spheroid (Sunny Slope)	2022 Maintenance Inspection
		200,000 Gallon Reservoir (Green Ridge)	2022 Maintenance Inspection
		1,000,000 Gallon Reservoir (Rodgers Drive)	2022 Maintenance Inspection
City of New London 400 N. Water St. New London, WI 54961	Mike Pinch 920-982-8516	300,000 Gallon Spheroid (Industrial)	2020 Security Inspection 2021 Maintenance (Dry) Inspection
		400,000 Gallon Spheroid (Floral Hill)	2020 Security Inspection 2021 Maintenance (Dry) Inspection
		500,000 Gallon Spheroid (Orville)	2020 Maintenance (Dry) Inspection 2021 Security Inspection
Norris Adolescent Center W247S10395 Center Dr. Mukwonago, WI 53149	Jeff Gibson (Gibson Enterprises) 262-853-5452	28,000 Gallon Concrete Reservoir	2021 Maintenance (ROV) Inspection
		4,300 Gallon Hydropeumatic	2021 Maintenance (Dry) Inspection

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Fax: (414) 282-7830

CLIENT	CONTACT	TANK SIZE	PROJECT
City of Oshkosh 215 Church Ave. Oshkosh, WI 54903	Brad Rokus 920-236-5164	1,250,000 Gallon Hydropillar	2021 Technical Specifications and Contract Documents 2021 Paint Observations
		750,000 Gallon Clearwell	2022 Maintenance Inspection
		1,100,000 Gallon Clearwell	2022 Maintenance Inspection
		560,000 Gallon Clearwell	2022 Maintenance Inspection
Village of Pewaukee 235 Hickory St. Pewaukee, WI 53072	Dan Naze 262-691-5694	125,000 Gallon Concrete Reservoir (Well 2)	2021 Maintenance (Dry) Inspection
		200,000 Gallon Spheroid (Quinlan)	2021 Maintenance (Dry) Inspection
City of Platteville 75 N Bonson Street Platteville, WI 53818	Irv Lupee (608) 778-4701	400,000 Gallon Spheroid	2022 Maintenance Inspection
City of Sheboygan Falls 375 Buffalo St. Sheboygan Falls, WI 53085	Jerry Benzchawel 920-467-7901 ext 301	200,000 Gallon Spheroid (Meadowlark)	2019 Security Inspection 2020 Security Inspection 2021 Maintenance (ROV) Inspection
Sheboygan Sanitary District 3 1512 N. 40th St. Sheboygan, WI 53081	Damian Nevers 920-946-4939	300,000 Gallon Spheroid (Tower 2)	2020 Maintenance (Dry) Inspection
Sokaogon Chippewa Community 9A S. Brown St. Rhinelander, WI 54501	Nathan Kohnhorst 715-365-5117	50,000 Gallon Spheroid	2021 Warranty (ROV) Inspection
City of South Milwaukee 100 Marshall PO Box 130 South Milwaukee, WI 53172	Ben Huffman 414-768-8070	1,000,000 Gallon Composite	2021 Maintenance (ROV) Inspection
Southern Wisconsin Center 21425 Spring St. Union Grove, WI 53182	Jonathan Marking 262-878-6681	100,000 Gallon Double Ellipse	2020 Paint Observations 2021 Warranty (ROV) Inspection
Suamico Sanitary District 12781 Velp Ave. Suamico, WI 54313	Andy Smits 920-434-8410	500,000 Gallon Spheroid	2021 Paint Observations
Village of Tennyson 101 Bunker Hill St. PO Box 172 Potosi, WI 53820	Keith Jantzen 608-763-2912	150,000 Gallon Spheroid	2021 Paint Observations
City of Watertown 800 Hoffman Dr. Watertown, WI 53094	Peter Hartz	300,000 Gallon Double Ellipse (O'Connell St)	2020 Maintenance (ROV) Inspection
		500,000 Gallon Reservoir (Air Park)	2020 Maintenance (ROV & Float) Inspection
Waukesha Water Utility 115 Delafield St. Waukesha, WI 53188	Kelly Zylstra 262-521-5272	300,000 Gallon Spheroid (Meadowbrook)	2019 Technical Specifications 2020 Paint Observations 2021 Warranty (ROV) Inspection
		400,000 Gallon Spheroid (Hunter Tank)	2020 Paint Observations 2021 Warranty (ROV) Inspection

DIXON

ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

4811 S. 76th St., Suite 100
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

CLIENT	CONTACT	TANK SIZE	PROJECT
Village of Waunakee 322 Moravian Valley Rd. Waunakee, WI 53597	Randy Dorn 608-849-8111	300,000 Gallon Concrete Reservoir (Well 3)	2020 Technical Specifications and Contract Documents 2021 Paint Observations
Waupun Correctional Institute 400 S. Drummond St. Waupun, WI 53963	John Schulz 920-324-7215	500,000 Gallon Spheroid	2020 Maintenance (Dry) Inspection
City of Wauwatosa 11100 W. Walnut Rd. Wauwatosa, WI 53226	Adam Florin 414-471-8480	1,000,000 Gallon Cone Roof (Glenview)	2020 Maintenance (Dry) Inspection
		2,500,000 Gallon Reservoir (Potter Rd)	2020 Technical Specifications and Contract Documents 2020 Paint Observations 2021 Warranty (ROV) Inspection
		1,700,000 Gallon Concrete Reservoir (64th St)	2021 Maintenance (Dry) Inspection
		500,000 Gallon Radial Arm (County Tank)	2022 Maintenance Inspection
		1,500,000 Gallon Clearwell (Alice St)	2022 Maintenance Inspection
City of West Allis 6300 W. McGoech Ave. West Allis, WI 53219	Michael Brafka 414-302-8827	4,000,000 Gallon Concrete Reservoir	2020 Maintenance (ROV & Float) Inspection
City of West Bend 251 Municipal Dr. West Bend, WI 53095	Travis Thull 262-335-5040	400,000 Gallon Reservoir	2022 Maintenance Inspection
		300,000 Gallon Spheroid (Hospital)	2020 Maintenance (ROV) Inspection
Village of Whitefish Bay 5300 N. Marlborough Dr. Whitefish Bay, WI 53217	John Edlebeck 414-962-6690 Ext 114	1,000,000 Radial Arm	2020 Maintenance (Dry) Inspection
Stevens Point Water Department 300 Bliss Avenue P.O. Box 243 Stevens Point, WI 54481-0243	Joel Lemke (715) 345-5266	73,000 Reservoir (Chamber #2 Well #11)	2023 Maintenance (Dry)
		97,000 Reservoir (Chamber #1 Well #11)	2023 Maintenance (Dry)
		220,000 Reservoir (Backwash Holding Tank Well #11)	2023 Maintenance (Dry)
Village of Arlington 590 Curtis Street Arlington, WI 53911	Tyler Schwenn (608) 635-4781	250,000 Gallon Double Ellipse	2023 Maintenance (Dry)
Village of Howard 1336 Cornell Road Green Bay, WI 54313	Geoff Farr (920) 434-4060	1,000,000 Gallon Spheroid (Shawano Ave.)	2023 Maintenance (Dry)

City of De Pere Water Utility
2024 Reservoir/Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

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

Lump Sum Price for 9th Street Reservoir Inspection: **$ 4,000**

Lump Sum Price for Matthew Water Tower Inspection: **$ 4,000**

Lump Sum Price for Merrill Water Tower Inspection: **$ 4,000**

Dixon Engineering, Inc.
Name of Firm

4811 S. 76th St., Suite 109; Greenfield, WI 53220
Address of Firm

(414) 429-3430
Telephone Number

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

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

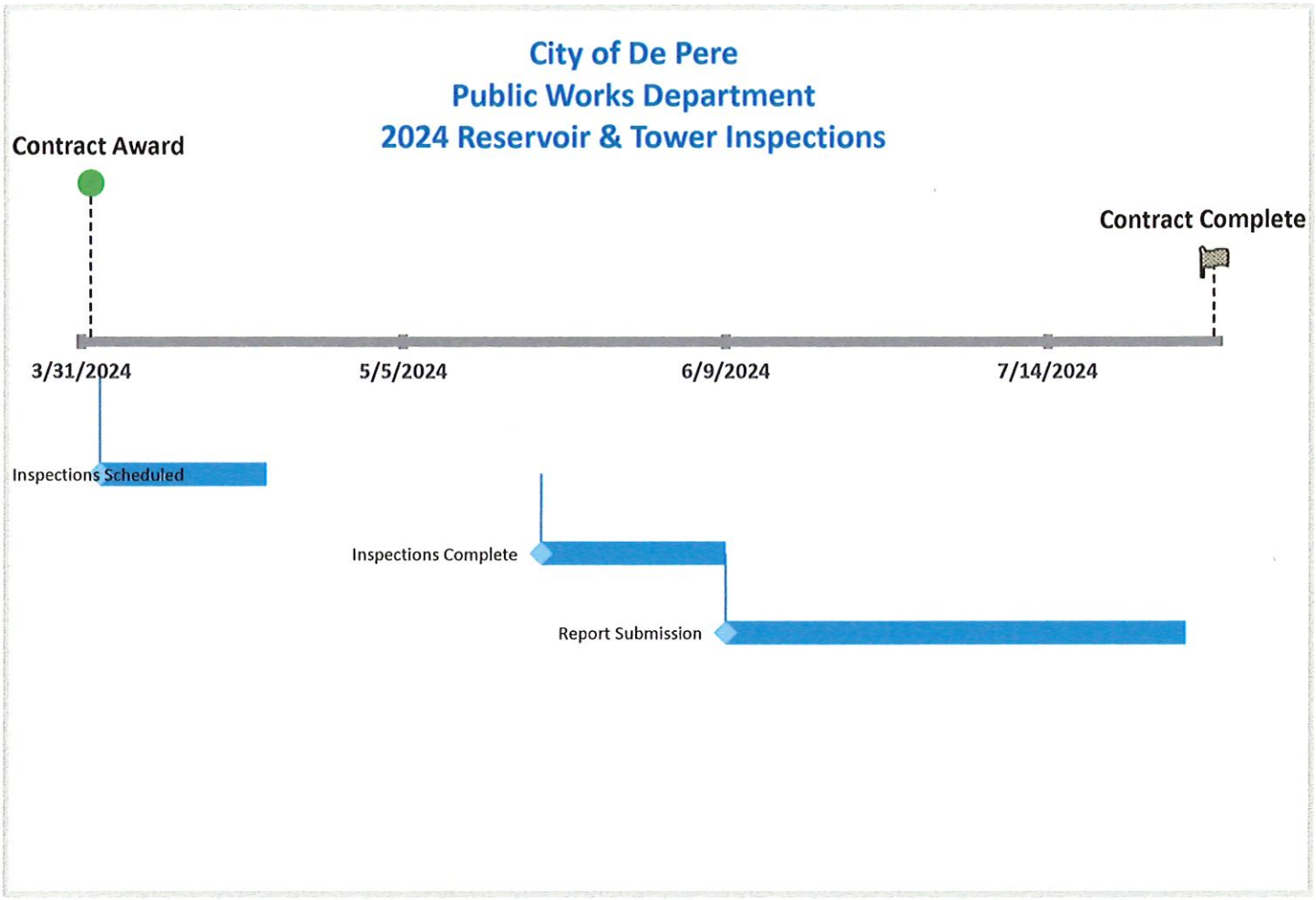
Kayla Mulcahy
Signature of Bidder

February 28, 2024
Date

Kayla Mulcahy
Print or Type Name of Bidder

Project Manager
Title

Estimated Start Date: **May 20, 2024**



These are only estimated dates, and will need adjusted based on when the contract is awarded and inspections are scheduled.

Tasks

Start	End	Duration	Task
4/2/2024	4/19/2024	18	Inspections Scheduled
5/20/2024	6/8/2024	20	Inspections Complete
6/9/2024	7/28/2024	50	Report Submission

Milestones

Date	Milestone
4/1/2024	Contract Award
8/1/2024	Contract Complete

City of De Pere Water Utility
2024 Reservoir/Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

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

Lump Sum Price for 9th Street Reservoir Inspection: $ 4,000.00

Lump Sum Price for Matthew Water Tower Inspection: $ 4,000.00

Lump Sum Price for Merrill Water Tower Inspection: $ 4,000.00

KLM Engineering, Inc.

Name of Firm

1976 Wood Dale Drive, Suite 4, Woodbury, MN 55125

Address of Firm

651-773-5111

Telephone Number

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

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

Theresa Holsinger

Signature of Bidder

February 2, 2024

Date

Theresa Holsinger

Print or Type Name of Bidder

Business Development

Title

Estimated Start Date: July 1, 2024

KLM Engineering Inc.
WATER TOWER SPECIALISTS

Corporate Office
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

February 2, 2024

Sent via Email Only

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

RE: 250,000-Gallon 9th Street Reservoir
500,000-Gallon Matthew Water Tower
250,000-Gallon Merrill Water Tower
De Pere, Wisconsin

Dear Mr. Thoresen:

KLM is pleased to submit this proposal for the remote operated vehicle (ROV) Evaluation of the above-referenced water storage tank.

KLM Engineering provides NACE and AWS trained inspectors, certified in competent climbing, having experience and working knowledge of the Occupational Safety and Health Standards (OSHA), American Water Works Association (AWWA), American Concrete Industry (ACI) and State Regulations.

KLM Engineering provides evaluation reports that are reviewed by an engineer who has authored the report and/or were written under the engineer's direct supervision.

DOCUMENTATION

KLM will provide the Owner with an evaluation report, which will provide the following benefits:

1. Complete and submit WI DNR Form 3300-248.
2. Clearly stating the actual condition of the reservoir.
3. For coated reservoirs, provide a life expectancy estimate of the coatings and/or an estimated timeline for coating replacement.
4. Identify structure deficiencies and recommended repairs to bring the reservoir into compliance with ACI, AWWA and OSHA requirements.
5. Provide a schedule for performing recommended maintenance work.
6. Provide a Cost Estimate for all structure repairs and coating replacement (steel tanks only).
7. Identify the quantity of sediment and recommend a timeline for cleanout, if warranted.
8. Include color photographs identifying current conditions and any required repairs.
9. Recommend a timeline for future evaluations.

The evaluation report will be provided to the City in digital format (Pdf). After which, KLM will contact City to discuss the report and answer any questions.

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SCOPE OF WORK

ROV Evaluation

KLM plans to utilize a two-man crew and a remote operated vehicle (ROV) to perform the evaluation. This evaluation method can be performed in one day. *Cleaning of the tank is not included in this proposal.*

KLM will provide inspectors who are properly trained and qualified to perform this type of evaluation. KLM inspectors will place a disinfected ROV and tether into the reservoir for the interior evaluation of the roof, walls, partition walls, floor, piping and valves. Photos will be taken with an underwater camera, which will show the structure conditions and quantity of sediment. The interior of the inlet pipe is excluded from the evaluation, unless otherwise written into this Agreement.

Exterior and Interior Evaluation

The exterior and interior evaluation is critical to the evaluation to determine whether there are any structure deficiencies and OSHA compliance.

The exterior will be inspected from all areas accessible without rigging, unless otherwise written into this Agreement. Coating conditions of both the interior and exterior piping and reservoir coatings, when applicable, will be examined using dry film thickness (DFT) and standard ASTM tests.

Interior and Exterior:

- Roof structure (size and style).
- Vents (size and style).
- Roof manways (size and style).
- Ventilation manways (size and style).
- Overflow weir and pipe (size and style).
- Support column (size and style).
- Capacity level and head range.
- Inlet/outlet pipe.
- Mud ring.
- Site dimensions.
- Safety considerations.
- Drains.
- Floor condition.
- Pitting on piping.
- Ladders, cages, platforms and handrails.
- Base pad condition, including Flexcell and grout.
- Screens on vents and overflows.
- Overflow air breaks, splash pads and drainage.
- Safety devices.

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OWNER'S RESPONSIBILITIES

The Owner's personnel shall also be responsible for:

- Set the water at, or near, the high-water operating level.
- Cease the water inlet and outlet operation during the ROV inspection.
- Taking and testing water samples, as required.
- Providing information on the reservoir, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. This information is most useful if obtained prior to the reservoir inspection and evaluation.

FEES

The fee for the above-referenced scope of work is..... $12,000.00

The fee for gasket installation on state-required wet access manway is $100.00.

It is the responsibility of the Owner to make sure that the tank is prepared for the evaluation per the schedule agreed to in advance by both parties. In the event KLM arrives on site and the tank is not ready, a second day will be charged as additional time and materials.

Should the tank be deemed unsafe by our inspectors, we reserve the right to revise the proposal to include necessary equipment and measures to ensure safe access to complete the scope of work. Said revised proposal would be subject to Owner approval

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between City of De Pere and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change, if proposed work exceeds twelve (12) months from the date of this proposal.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

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De Pere, WI – (3) ROV Evaluations

AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If the City of De Pere finds this proposal acceptable, please sign and return it by mail, fax or email. By signing and returning this signature page only, you agree to the terms of the entire proposal document submitted. When KLM receives the signed proposal, we will contact the City to coordinate an evaluation date. Upon delivery of the report to the City, an invoice will be submitted according to the terms of this Agreement.

This Agreement, between De Pere, Wisconsin and KLM Engineering, Inc. is accepted by:

CITY OF DE PERE **925 S. Sixth Street** **De Pere, WI 54115**	**KLM ENGINEERING, INC.** **1976 Wooddale Drive, Suite 4** **Woodbury, MN 55125**
	Theresa Holsinger
Signature	Signature
Name	Theresa Holsinger Name
Title	Business Development Title
Date	February 2, 2024 Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Theresa Holsinger
Business Development
Cell: 406-601-0395
Email: tholsinger@klmengineering.com

Attachment: KLM Terms and Conditions

Rev 2023.09.07

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KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the "Agreement"). The Agreement may not be modified except by mutual agreement in writing.

2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.

3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client's behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.

4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.

5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.

6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.

7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

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WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.

9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.

10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.

11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

    The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

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12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.

14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.

15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.

16. **KLM'S DOCUMENTS**. All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent

17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.

18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.

19. **NONDISCRIMINIATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**

21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized represent**atives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

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22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.

23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.

25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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CITY OF DE PERE

Public Works Department

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

January 29, 2024

RE: Request for Proposals
2024 Reservoir & Tower Inspections

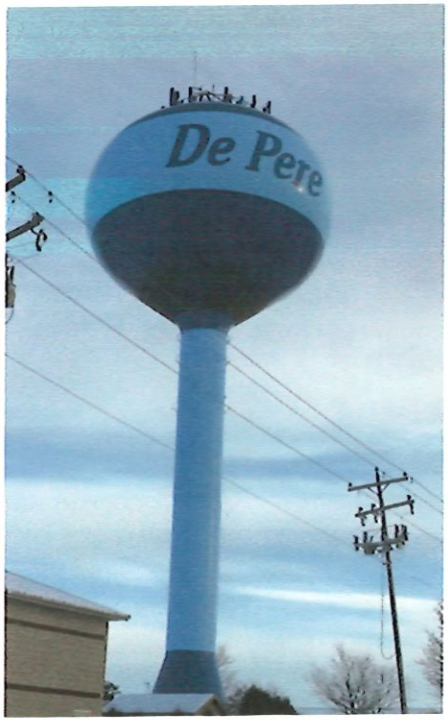
The City of De Pere is requesting a proposal from your firm to complete inspections of the 9th Street reservoir, Matthew water tower, and Merrill water tower. The City is required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years

City of De Pere 9th Street Reservoir

The City of De Pere: 9th Street reservoir is a 250,000 – gallon ground storage reservoir that was constructed in 1964. The reservoir was last inspected in 2019 was a dry inspection. The interior of the reservoir for this inspection will require a minimum wet inspection.

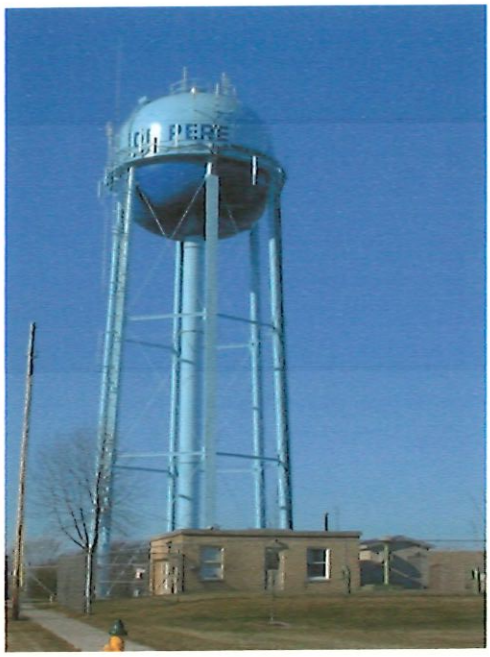
City of De Pere Matthew Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Matthew Tower. The tower is a 500,000 gallon– single pedestal spheroid steel tank that was constructed in 1986. The height of the tower is 134.5 feet, and the diameter of the tower is 56 feet. The tower was last inspected in 2019 with a dry inspection. The interior of the tank for this inspection will require at a minimum a wet inspection.



City of De Pere Merrill Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Merrill Tower. The tower is a 250,000-gallon multi-legged steel elevated storage tank that was constructed in 1960. (See picture below) The height of the tower is 121.2 feet and the diameter of the tower is 40 feet. The tower was painted inside and out in 2003. The tower was last inspected in 2019 with a dry inspection. The interior of the tank for this inspection will require at a minimum a wet inspection.



Scope of Work:

1. Review existing drawings and as-built of reservoir and tower and any other pertinent information pertaining to the reservoir and tower.

2. Conduct all tank inspections to meet Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes **NR 810.14 Water storage facility inspections** requirement.

3. Prepare a final report showing the result of the reservoir or tank inspection(s). The report shall include a summary of the inspection and a list of any deficiencies in the reservoir or tank. The written report will include photos for the reservoir or tank inspection(s). The final report will contain recommendations for future work based on the results of this inspection.

4. Prepare reports for WDNR as required.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The reservoir/standpipe inspections shall be completed by July 31, 2024.

Indemnification:

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

Insurance Requirements:

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

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

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

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

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

Additional Information:

- Sample consultant agreement is attached.

All proposals should include the following information:

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

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

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

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

Sealed proposals marked **"Reservoir/Tower Inspections"** on envelope are to be delivered or mailed to:

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

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

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

If you have any questions regarding De Pere's reservoir, tower, or this proposal, please call Eric Zygarlicke at (920) 339-4063.

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility
2024 Reservoir/Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

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

Lump Sum Price for 9th Street Reservoir Inspection:	$4,326.00
Lump Sum Price for Matthew Water Tower Inspection:	$4,326.00
Lump Sum Price for Merrill Water Tower Inspection:	$4,326.00
Discount Price for Inspection of all three reservoirs: **(Valid only if all work is completed within the same trip)	$6,926.00

Midco Diving & Marine Services, Inc.
Name of Firm

PO Box 513, Rapid City, SD 57709
Address of Firm

605-791-3030
Telephone Number

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

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

Signature of Bidder

February 20th, 2024
Date

Robert Greenspan
Print or Type Name of Bidder

President
Title

Estimated Start Date: May 1st, 2024 – June 30th, 2024

Project Experience:

- Village of Hixton, WI Potable Reservoir Cleaning & Inspection (2022)
- Village of Cottage Grove, WI Potable Reservoir Cleaning & Inspection (2022)
- Village of Greendale, WI Potable Reservoir Cleaning & Inspection (2022)

References:

- Del-Co Water Company, OH ROV Tank & Pipe Inspection (2024)
  - Contact: Spencer Sheldon
  - Phone Number: 740-548-7746
  - Address: Delaware, OH 43015
- McGill-Ruth Sewer & Water District, NV ROV Inspection (2023)
  - Contact: Kurt Carson
  - Phone Number: 775-235-7701
  - Address: McGill, NV 89318
- City of Tishomingo, OK ROV Tank Inspections (2023)
  - Contact: Jason Lively
  - Phone Number: 580-371-2369
  - Address: Tishomingo, OK 73460

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #24-23 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).**

The Board of Public Works at the March 11, 2024 meeting approved the 2023 Draft Annual Report for the Wisconsin Department of Natural Resources (DNR) MS4 General Permit and moved to send it to the Common Council for approval and submission. The motion passed with a 5-0 vote

ATTACHMENTS:

- Reso24-23 (PDF)
- 2024 0311 CI_BOPW-WDNR MS4 Annual Permit (PDF)
- MS4720-2023_De_Pere_City_Annual_Repor (PDF)
- 2-2023 TMDL Summary (PDF)
- 3-Storm Water Facility Maintenance Checklists (PDF)
- 4-Storm Water Facility Inventory (PDF)
- 5-2023 Storm Updates (PDF)
- 6-2023 MS4 Basin Updates (PDF)
- 7-2023 MS4 TMDL MapsSMALL (PDF)
- 8-2023 Outfall Update (PDF)
- 9-2023 Major and Minor Outfall ID Maps (PDF)
- 10-2023 Ashwaubenon Creek Basin Changes (PDF)
- 11-2023 East River Basin Changes (PDF)
- 12-2023 Fox River Basin Changes (PDF)
- 13-NEWSC Annual Report 2023_ (PDF)

RESOLUTION #24-23

APPROVING ANNUAL REPORT UNDER MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT AND ITS SUBMISSION TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR)

WHEREAS, the DNR has issued an MS4 Permit (Wisconsin Pollutant Discharge Elimination System Permit No. WI-S050075-03) to the City which regulates City's storm water management program; and

WHEREAS, as an MS4 Permit Holder, the City is required to submit an annual report to the DNR by March 31st of each year; and

WHEREAS, the attached Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permit No. WI-S050075-03 has been reviewed by the Board of Public Works and is recommended for approval; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the City Annual Report under MS4 Permit No. WI-S050075-03 and authorizes submission to the DNR on or before March 31, 2024.

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 3/11/2024

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 11, 2024

RE: **Consideration and possible action on Draft 2023 Annual Report for the Wisconsin Department of Natural Resources MS4 General Permit***

The City has been issued a Wisconsin Pollutant Discharge Elimination System Number WE-S050075-03 permit to discharge storm water from the Wisconsin Department of Natural Resources (WDNR). The City is required to complete an annual report as part of the permit. There are six different components to the permit that the City is responsible for completing during the permit five year cycle. These items include:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention

The Engineering Department has created the draft Annual Report under MS4 General Permit for the 2023 calendar year and it is attached for your review. The Report identifies activities that the City has completed in 2023 to meet our MS4 General Permit for storm water discharge. Highlights from the 2023 Report include:

- Constructed storm water pond off Front and Franklin Street. This pond treats 49.5 acres of existing commercial and residential development storm water that previously discharged directly into the Fox River.
- Constructed a new storm water management pond for the Kingston Preserve subdivision.
- Installed storm sewer and/or laterals on East and West St Francis Road, Wilcox Court, and Reid Street from Allard Street to Main Street Annex.
- Lined 571 feet of 36” storm sewer located between Sixth and Seventh Street. This sewer is located through yards.
- Completed yearly phragmites management plan.
- Cleaned and televised 43,600 linear feet of storm sewer.
- Spring and fall leaf collection.
- Spring and fall brush collection.
- Street sweeping.
- Inspected all public and private storm water management ponds in the City.

- Membership in the Northeast Wisconsin Stormwater Consortium (NEWSC) which helps the City meet the requirements for Public Outreach and Education and Public Involvement and Participation.

Staff recommends the Board of Public Works approve the Annual Report for submittal to the WDNR.

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted.**

Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? (•) **Annual Report** ( ) **Other**

Project Name:	2023 Annual Report
County:	Brown
Municipality:	De Pere City
Permit Number:	S050075
Facility Number:	31088
Reporting Year:	2023

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ( ) **Yes** (•) **No**

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for Municipal storm water permit eReporting [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
  - Public Education and Outreach Annual Report Summary
  - Public Involvement and Participation Annual Report Summary
  - Illicit Discharge Detection and Elimination Annual Report Summary
  - Construction Site Pollution Control Annual Report Summary
  - Post-Construction Storm Water Management Annual Report Summary
  - Pollution Prevention Annual Report Summary
    - Leaf and Yard Waste Management
    - Municipal Facility (BMP) Inspection Report
    - Municipal Property SWPPP
    - Municipally Property Inspection Report
    - Winter Road Maintenance
  - Storm Sewer Map Annual Report Attachment
  - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
- Storm Water Consortium/Group Report
- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above

  - Storm Water Management Program
    - Public Education and Outreach Program
    - Public Involvement and Participation Program
    - Illicit Discharge Detection and Elimination Program
    - Construction Site Pollutant Control Program
    - Post-Construction Storm Water Management Program
    - Pollution Prevention Program
      - Municipal Storm Water Management Facility (BMP) Inventory
      - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
  - Total Maximum Daily Load documents *(*If applicable, see permit for due dates.)*
    - TMDL Mapping*
    - TMDL Modeling*
    - TMDL Implementation Plan*
    - Fecal Coliform Screening Parameter *
    - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
    - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31,2023)*

- Sign and Submit form

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].
Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality	De Pere City
Facility ID # or (FIN):	31088
Updated Information:	☐ Check to update mailing address information
Mailing Address:	925 S. Sixth Street
Mailing Address 2:	
City:	De Pere City
State:	WI
Zip Code:	54115 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to ***create new*** primary contact

First Name:	Eric
Last Name:	Rakers

☐ Select to ***update*** current contact information

Title:	City Engineer
Mailing Address:	925 S. Sixth St
Mailing Address 2:	
City:	De Pere
State:	WI
Zip Code:	54115 xxxxx or xxxxx-xxxx
Phone Number:	920-339-4061 Ext: xxx-xxx-xxxx
Email:	erakers@deperewi.gov

Additional Contacts Information (Optional)

☐ I&E Program

Individual with responsibility for: (Check all that apply)

- ☐ IDDE Program
- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☐ Winter roadway maintenance

First Name:	
Last Name:	
Title:	
Mailing Address:	
Mailing Address 2:	
City:	
State:	
Zip Code:	xxxxx or xxxxx-xxxx
Phone Number:	Ext: xxx-xxx-xxxx
Email:	

Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

☑ Select to ***create new*** Billing contact

First Name:	Eric
Last Name:	Rakers

☑ Select to ***update*** current contact information

Title:	City Engineer
Mailing Address:	925 S. Sixth St.
Mailing Address 2:	
City:	De Pere
State:	WI
Zip Code:	54115 xxxxx or xxxxx-xxxx
Phone Number:	920-339-8304 Ext: xxx-xxx-xxxx
Email:	erakers@deperewi.gov

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

◉ Yes ○ No

☑ Public Education and Outreach NEWSC

☑ Public Involvement and Participation NEWSC

☑ Illicit Discharge Detection and Elimination Robert E Lee and Associates

☐ Construction Site Pollutant Control

☐ Post-Construction Storm Water Management

☐ Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

○ Yes ◉ No

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

a. Does MS4 conduct any educational efforts or events independently (not with a group) ◉ Yes ○ No

b. How many total educational events were held during the reporting year: 12

c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive? ◉ Yes ○ No

d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	**Passive Mechanisms**
☐ Education activities (school presentations, summer camps)	☑ Passive print media (brochures at front desk, posters, etc.)
☐ Information booth at event	☑ Distribution of print media (mailings, newsletters, etc.) via mail or email.
☑ Targeted group training (contractors, consultants, etc.)	☐ Media offerings (radio and TV ads, press release, etc.)
☑ Government event (public hearing, council meeting)	☑ Social media posts
☐ Workshops	☐ Signage
☐ Tours	☐ Website
☐ Other:	☐ Other:

Topics Covered	**Target Audience**
☑ Illicit discharge detection and elimination	☑ General Public
☑ Household hazardous waste disposal/pet waste management/vehicle washing	☑ Public Employees
☑ Yard waste management/pesticide and fertilizer application	☑ Residents
☐ Stream and shoreline management	☐ Businesses
☐ Residential infiltration	☑ Contractors
☑ Construction sites and post-construction storm water management	☐ Developers
☑ Pollution prevention	☐ Industries
☐ Green infrastructure/low impact development	☑ Public Officials
☐ Other:	☐ Other:

e. Will additional information/summary of these education events be attached to the annual report? ◉ Yes ○ No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ MS4 Annual Report ☑ Storm Water Management Program ☐ Storm Water related ordinance ☐ Other:	☑ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☑ Public Officials ☐ Other	101 +	○ Yes ◉ No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

☐ NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☑ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Public Officials ☐ Other	101 +	○ Yes ◉ No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

a.	How many total outfalls does the municipality have?	121
b.	How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?	0
c.	From the municipality's routine screening, how many were confirmed illicit discharges?	0
d.	How many illicit discharge complaints did the municipality receive?	1
e.	From the complaints received, how many were confirmed illicit discharges?	0
f.	How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? (If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)	0

g. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

☑ Verbal Warning	0
☑ Written Warning (including email)	0
☑ Notice of Violation	0
☐ Civil Penalty/ Citation	

Additional Information:

h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 4 : Has Missing Items

4. Construction Site Pollutant Control

a.

How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?

b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?

c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?

d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- ☐ Verbal Warning
- ☐ Written Warning (including email)
- ☐ Notice of Violation
- ☐ Civil Penalty/ Citation
- ☐ Stop Work Order
- ☐ Forfeiture of Deposit
- ☐ Other - Describe below

e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*.

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. How many new structural storm water management Best Management Practice (BMP) have received local approval ? 3

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,

b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities? ◉ Yes ○ No

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? Inspections completed by private landowners should be 76

included in the reported number.

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? ○ Yes ◉ No

e. Does MS4 have maintenance authority on these privately owned BMPs?

The City of De Pere has storm water maintenance agreements with privately owned BMPs and are actively seeking agreements with BMPs that do not have agreements.

f. How many municipally operated (private) storm water management BMPs were inspected in the reporting year? 83

g. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

☐ Verbal Warning	
☑ Written Warning (including email)	0
☑ Notice of Violation	0
☐ Civil Penalty/ Citation	
☐ Forfeiture of Deposit	
☑ Complete Maintenance	0
☐ Bill Responsible Party	
☐ Other - Describe below	

e. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page*.

Private facility notifications will be sent in 2024.

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Best Management Practice Inspections ☐ Not Applicable

a. Enter the total number of municipally owned or operated (i.e., privately owned BMPs) structural storm water management best management 83

practices.

b. How many new municipally owned storm water management best management practices were installed in the reporting year ? 3

c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year? 83

d. What elements are looked at during inspections (250 character limit)?

See the attached pond and swale inspection checklists

e. How many of these facilities required maintenance? 24

f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*.

Maintenance is being performed on 2024

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)* ☐ Not Applicable

g. How many municipal properties require a SWPPP? 1

h. How many inspections of municipal properties have been conducted in the reporting year? 12

i. Have amendments to the SWPPPs been made?

○ Yes ◉ No

j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - *Street Sweeping Program* ☐ Not Applicable

l. Did the municipality conduct street sweeping during the reporting year?

◉ Yes ○ No

m. If known, how many tons of material was removed? 294

n. Does the municipality have a low hazard exemption for this material? ○ Yes ◉ No

o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?

◉ Yes - Explain frequency Daily based on the season

○ No - Explain _____

○ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☐ Not Applicable

p. Did the municipality conduct catch basin sump cleaning during the reporting year? ◉ Yes ○ No

q. How many catch basin sumps were cleaned in the reporting year? 42

r. If known, how many tons of material was collected? 0

s. Does the municipality have a low hazard exemption for this material? ○ Yes ◉ No

t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?

◉ Yes- Explain frequency Annually

○ No - Explain _____

○ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

u. Does the municipality conduct curbside leaf collection? ◉ Yes ○ No

v. Does the municipality notify homeowners about pickup? ◉ Yes ○ No

w. Where are the residents directed to store the leaves for collection?

☑ Pile on terrace ☐ Pile in street ☐ Bags on terrace

☐ Other - Describe _____

x. What is the frequency of collection?

Once per week for 6 weeks (Fall) and 3-4 weeks (Spring)

y. Is collection followed by street sweeping? ◉ Yes ○ No

z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (*One mile of a two-way road equals two lane miles*.) 250

ab. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	*Oct*	*Nov*	*Dec*	*Jan*	*Feb*	*Mar*
Salt	0	25	64	206	226	104

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
Brine	0	510	2159	14841	8455	2989

ac. Was salt applying machinery calibrated in the reporting year? (●) Yes ( ) No

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? (●) Yes ( ) No

Training Date	Training Name	# Attendance
	Winter Road Maintenance Course	2

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter road management includes a combination of equipment management and calibration along with staff training.

Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element ? (●) Yes ( ) No

If yes, describe what training was provided (250 character limit):

Staff attended the Fox Wolf Conference and the NEWSC TMDL Workshop

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Annual MS4 permit discussed at the Board of Public Works and Common Council. Updated Storm Water Management Plan presented to the Board of Public Works.

Municipal Officials

Storm water requirements are discussed on a regular basis with proposed new development.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Discussed at staff meetings and with the MS4 Team.

ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Internal education involves attending external seminars along with regular discussions during meetings and on the construction sites.

Missing Information

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

a. Did the municipality update their storm sewer map this year?

(●) Yes ( ) No

If yes, check the areas the map items that got updated or changed:

- [x] Storm water treatment facilities
- [x] Storm pipes
- [ ] Vegetated swales
- [ ] Outfalls
- [ ] Other - Describe below

b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*.

Mapping is updated on a regular basis for infrastructure updates and implementing the City's storm water management plan.

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Has Missing Items

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	**Budget** Reporting Year	**Budget** Upcoming Year	**Source of Funds**
Element: Public Education and Outreach			
2023	27682.6		Storm water utility
2024		33502.85	Storm water utility
Element: Public Involvement and Participation			
2023	27682.6		Storm water utility
2024		33502.85	Storm water utility
Element: Illicit Discharge Detection and Elimination			
2023	13501.25		Storm water utility
2024		1775304	Storm water utility
Element: Construction Site Pollutant Control			
2023	82703.15		Storm water utility
2024		103809.95	Storm water utility
Element: Post-Construction Storm Water Management			
2023	193699.14		Storm water utility
2023	202484		Other
2024		222433.3	Storm water utility
Element: Pollution Prevention			
2023	2021814.5		Storm water utility
2024		2714125.55	Storm water utility

Other (describe)

Storm Water Quality Management

2023	236570.2		Storm water utility

Other (describe)

Storm Water Quality Management

2024		532005.7	Storm water utility

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters*.

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

○ Yes ◉ No ○ Unsure If Yes, explain below:

b : Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

○ Yes ◉ No ○ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

○ Yes ◉ No ○ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

◉ Yes ○ No ○ Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? ○ Yes ◉ No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Status of Total Maximum Daily Loads (TMDLs) Implementation

The permittee De Pere City is subject to the following approved TMDLs: Lower Fox River Basin and Lower Green Bay

The permittee intends to comply with the following permit requirements to show progress towards

meeting the TMDL:

[A.3.1] The Permittee is following the TMDL Compliance Plan, which received department concurrence prior to April 30, 2019.

The permittee is confirming that all planned efforts are on schedule.

◉ Agree ○ Disagree

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement and Participation
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Do not close your work until you **SAVE.**

Form 3400-224(R8/2021)

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - Help reduce file size and trouble shoot file uploads
*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

File Attachment

Attach - Other Supporting Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

Draft and Share PDF Report

Do not close your work until you **SAVE.**

Form 3400-224(R8/2021)

Complete and Submit Your Application

You have not completed all areas of the application. Please return to the application and complete all missing items.

Contact Information:	Complete
Minimum Control Measures Section 1:	Complete
Minimum Control Measures Section 2:	Complete
Minimum Control Measures Section 3:	Complete
Minimum Control Measures Section 4:	Has Missing Items
Minimum Control Measures Section 5:	Complete
Minimum Control Measures Section 6:	Complete
Minimum Control Measures Section 7:	Complete
Attachments:	Has Missing Items
Final Evaluation:	Has Missing Items

CITY OF DE PERE

Public Works - Engineering Department

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

City of De Pere MS4 Annual Permit – Supplemental Information for 2023 Activities
Last Update: March 5, 2024

Below is a summary of activities completed for the various requirements of the MS4 permit.

1 - Public Education and Outreach Summary

- 2023 0124 PIM for 23-01. Active. Presented information on ice and snow removal (including salt use reduction), grass clipping management (including sweeping up in the road), and leaf collection (including discussion about storing leaves in the terrace).
- 2023 0125 PIM for 23-02 and 23-07. Active. Presented information on ice and snow removal (including salt use reduction), grass clipping management (including sweeping up in the road), and leaf collection (including discussion about storing leaves in the terrace).
- 2023 0221 Carpet cleaning do's and don'ts. Passive – website and social media
- 2023 0313 PSA on pet waste. Passive – website and social media
- 2023 0329 Discussion with resident on Lone Oak about regarding storm water – Active – resident.
- 2023 0504 Household Hazardous Waste – Passive – website and social media

2 - Public Involvement and Participation

- 2023 0313 Presented MS4 permit yearly summary to the BOPW which is open to the public. Active
- 2023 0506 Fox River Cleaning. Active
- 2023 0830 Voyageur Park Cleaning. Active

3 - Illicit Discharge Detection and Elimination

- 2023 0118 WI Spill #18634
- Completed another IDDE review of all major outfalls.

4 - Construction Site Pollutant Control

- 2023 0117 E-mail to all home builders regarding erosion control maintenance and tracking.
- 2023 0117 E-mail warning to Miron tracking at 1225 Lawrence Drive.
- 2023 0118 E-mail regarding erosion control for home construction on Garroman Drive
- 2023 0410 E-mail regarding erosion control deficiencies. Active
- 2023 0905 Building Inspection e-mail to construction sites about upcoming inspections.

- 2023 1214 E-mail from Building Inspection for soil cleanup at 618 Butler Street (1 contractor).
- 2023 1219 E-mail from Building Inspection to home builders in Mystic Creek Development with Inlet Protection Memo (5 contractors).

5 - Post Construction Storm Water Management

- Constructed storm water management pond for Kingston Preserve Subdivision.
- Completed storm water management ponds for Waterview Heights Subdivision.
- Constructed storm water management pond near the Fox River off Front and Franklin Street.
- Performed muskrat trapping at various ponds.
- Treated several ponds for phragmites.

6 - Pollution Prevention

- Facility Letters
    - 2023 0223 – 620 Third Street Subsurface Storm Water Management
    - 2023 0224 – 150 S. Wisconsin Street Subsurface Storm Water Management
- Internal Staff Education and Training –
    - 2023 0228-2023 0301 Eric Rakers attended Fox Wolf Training
    - 2023 0914 Chase Kuffel-NEWSC TMDL Workshop

Other Updates

- Added storm sewer and storm laterals on Wilcox Street
- Added storm sewer and storm laterals on Reid Street from Allard Street to the Main Street Annex
- Added storm sewer and storm laterals on East and West St Francis Street

Certifications:
Winter Salt Wise October 2022 to December 31, 2027 – Tony Fietzer

CITY OF DE PERE

Public Works - Engineering Department

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POND SEDIMENT INSPECTION CHECKLIST

Get pond depths in multiple areas every 5 years to measure the sediment accumulation.

BASIN ID:

SITE NAME:

PERSONS INSPECTING
LEVEL/SAFETY ROPE:
ICE DRILL/ROD:
GPS:

INSPECTION DATE:

Ownership (Circle One) Public Private

GIS POINT NUMBER	COORDINATE (N,E)	TOP OF SEDIMENT DEPTH	BOTTOM OF POND DEPTH

ADDITIONAL COMMENTS/ISSUES:

UPDATE MASTERSHEET under x:\Storm\Inspections & Calcs by Basin\Stormwater Inspection Mastersheet

CITY OF DE PERE

Public Works - Engineering Department

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POND OPERATION & MAINTENANCE INSPECTION CHECKLIST

Inspection of all listed items shall take place at least quarterly (unless noted otherwise) and after rainfall events resulting in 2" of rainfall or more. A copy of this document shall be completed during each inspection. The party responsible for performing inspections and maintenance shall keep all completed checklists and make them available to Municipal, County, and State Officials upon request.

BASIN ID:	
SITE NAME:	
PERSON INSPECTING:	
INSPECTION DATE AND TIME:	
RAINFALL WITHIN PAST 2-3 DAYS:	

Reason for Inspection (Circle One): Complaint / Storm Event / Scheduled / Other

Ownership (Circle One) Public Private

LEGEND: PROBLEM NOTICED

N/A = Not Applicable **M = Monitor (potential for future problem)**

NP = Not a Problem **WN = Work Needed**

ITEM INSPECTED	PROBLEM NOTICED	COMMENTS
INFLOW ASSESSMENT		
Obstruction: Vegetation/Debris/Sediment		
Erosion/Undercutting		
Displacement of Fabric/ Rip Rap		
Pipe Condition/Exposure		
Other:		
FOREBAY ASSESSMENT		
Sediment/ Debris Accumulation		
Side Slope Erosion		
Invasive Vegetation		
Other:		
VEGETATED SHELF / MAIN TREATMENT AREA ASSESSMENT		
Visible Pollution / Muddiness		
Sediment / Debris Accumulation		
Plants are Dead, Diseased, or Dying		
Bare Soil/Erosive Gullies		
Algae Cover (estimate %)		
Invasive Vegetation (estimate %)		
Phragmites (estimate %)		

CITY OF DE PERE

Public Works - Engineering Department

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EMBANKMENT ASSESSMENT		
Erosion and/or Loss of Dam Material		
Shrubs/Trees Present		
Animal Burrows		
Soft Spots or Boggy Areas		
Slides		
Other:		
OUTLET DEVICE ASSESSMENT		
Obstruction: Vegetation/Debris/Sediment		
Erosion/Undercutting		
Joint Failure/ Loss of Joint Material		
Leaking Device		
Other:		
MISCELLANEOUS		
Trash/Debris		
Access		
Vandalism		
Fence Condition (if applicable)		
Fish/ Wildlife Observations		
Signage (if applicable)		
Muskrats		

Attach color digital photographs of the site and structural BMPs including a caption describing each photo.

COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance should be completed: ____/_____/_____

Signature of Person Inspecting: _____

UPDATE MASTERSHEET under x:\Storm\Inspections & Calcs by Basin\Stormwater Inspection Mastersheet

CITY OF DE PERE

Public Works - Engineering Department

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BIOFILTER OPERATION & MAINTENANCE INSPECTION CHECKLIST Inspection of all listed items shall take place at least quarterly (unless noted otherwise) and after rainfall events resulting in 2" of rainfall or more. A copy of this document shall be completed during each inspection. The party responsible for performing inspections and maintenance shall keep all completed checklists and make them available to Municipal, County, and State Officials upon request.	**BASIN ID:** **ADDRESS:** **PERSON INSPECTING:** **INSPECTION DATE AND TIME:** **RAINFALL WITHIN PAST 2-3 DAYS:**

Reason for Inspection (Circle One): complaint / storm event / scheduled / other

Ownership (Circle One): Public Private

ITEM INSPECTED	PROBLEM NOTICED	COMMENTS
EMBANKMENT & EMERGENCY SPILLWAY		
1. Vegetation & ground cover condition		
2. Appropriate plants per site plan/weeds		
3. Adequate freeboard		
4. Erosion occurring		
5. Cracking or bulging		
6. Animal burrows or damage		
7. Seepage or leeks on downstream face		
8. Vertical & Horizontal alignment of top of berm as per plans		
9. Clear of debris and obstructions		
10. Accessible for maintenance		
11. Is the emergency spillway level, note condition		
BOTTOM OF BASIN		
12. Vegetative & ground cover condition		
13. Appropriate plants per site plan		
14. Removal of debris and trash (See Note 1)		
15. Visible pollution or sheen		
16. Evidence of edge erosion		
17. Ponding present over 50% of basin floor 3 days after a rainfall event (See Note 2)		

CITY OF DE PERE

Public Works - Engineering Department

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INFLOW POINTS		
18. Riprap failures		
19. Condition of endwalls / headwalls		
20. Evidence of slope erosion		
21. Condition of inflow pipes and/or swales		
22. Condition of spreader structure (If applicable)		
OTHER		
23. Encroachments on facility maintenance easements		
24. Complaints from residents		
25. Any public hazards		
26. Evidence of invasive species		
27. Evident of snow storage on facility		

COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance will be completed: ____/_____/_____

Signature of Person Inspecting: _____

CITY OF DE PERE

Public Works - Engineering Department

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Notes:

1) Trash shall be removed as quickly as possible once it is observed.
2) Restoration Procedures – these include removing the top 2 to 3 inches, chisel plowing and adding topsoil and compost. If deep tilling is used, the basin shall be drained and the soils dried to a depth of 8 inches. If the basin was planted in turf grass and clogging again occurs after these restoration procedures have been used, the owner/operator shall replant with prairie type vegetation using the soil preparation method recommended by the native nursery in the area.
3) Do not use heavy machinery for maintenance as it may cause clogging of the surface of the basin.
4) Do not spread topsoil over surface of the basin as this will decrease the infiltration rate.
5) Keep basin off-line from the storm water system until seed become established. Never allow sediment from disturbed areas of the site to enter the basin.
6) Winter Maintenance – All drawdown devices in the pond shall be opened during winter months to discourage infiltration of runoff water containing high levels of chlorides. If this practice is an enclosed basin, the use of chloride deicers shall be limited in the area draining to the basin to reduce the chance of exceeding the limits of ch. NR 140.

CITY OF DE PERE

Public Works - Engineering Department

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SWALE OPERATION & MAINTENANCE INSPECTION CHECKLIST Inspection of all listed items shall take place annually (unless noted otherwise) and after rainfall events resulting in 2" of rainfall or more. A copy of this document shall be completed during each inspection. The party responsible for performing inspections and maintenance shall keep all completed checklists and make them available to Municipal, County, and State Officials upon request.	**BASIN ID:** **ADDRESS:** **PERSON INSPECTING:** **INSPECTION DATE AND TIME:** **RAINFALL WITHIN PAST 2-3 DAYS:**

Reason for Inspection (Circle One): complaint / storm event / scheduled / other

Ownership (Circle One): Public Private

N/A – Not Applicable M – Monitor
NP – Not a Problem WN – Work Needed

ITEM INSPECTED	PROBLEM NOTICED	COMMENTS
SIDEWALL CONDITION		
1. Vegetation & ground cover condition		
2. Erosion occurring		
3. Cracking or bulging		
4. Animal burrows or damage		
5. Other		
BOTTOM		
6. Vegetative & ground cover condition		
7. Sediment accumulation on vegetation		
8. Removal of debris and trash needed		
9. Vertical & horizontal alignment per plan		
10. Evidence of edge erosion		
11. Sitting water present (approx. depth)		
12. Other		
INFLOW POINTS		
13. Riprap failures		
14. Evidence of slope erosion		
15. Condition of inflow pipes/endwalls and/or swales		
16. Other		

CITY OF DE PERE

Public Works - Engineering Department

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OUTFLOW/CONNECTION POINTS		
17. Water backlog		
18. Evidence of slope erosion		
19. Condition of outflow pipes/endwalls and/or swales		
20. Other		
OTHER		
21. Encroachments on facility maintenance easements		
22. Complaints from residents		
23. Any public hazards		
24. Evidence of invasive species		
25. Evidence of snow storage on facility		
26. Evidence of dumping (Grass, leaves, etc.)		

COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance will be completed: ____/_____/_____

Signature of Person Inspecting: _____

CITY OF DE PERE

Public Works - Engineering Department

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

STORM SEWER OUTFALL INSPECTION CHECKLIST – CITY FACILITIES Inspection of all listed items shall take place annually. This form is to be used when outlets are not inspected for IDDE.	**BASIN ID:** **SITE NAME:** **PERSON INSPECTING:** **INSPECTION DATE AND TIME:** **RAINFALL WITHIN PAST 2-3 DAYS:**

Reason for Inspection (Circle One): complaint / storm event / scheduled / other

N/A = Not Applicable **M = Monitor (potential for future problem)**

NP = Not a Problem **WN = Work Needed**

ITEM	INFORMATION	COMMENTS
GENERAL INFORMATION		
GIS Designation		
Outfall (Major or Minor)		
Endwall Size		
Endwall Material		
OUTFALLS		
Rip Rap failures		
Condition of endwalls		
Evidence of erosion		
Condition of downstream swales		
Trash/debris		
OTHER		
Complaints from residents		
Any public hazards		
Flowing water		
Signage (if applicable)		
Other		

Attach color digital photographs of the site and structural BMPs including a caption describing each photo.

CITY OF DE PERE

Public Works - Engineering Department

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COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance will be completed: ____/_____/_____

Signature of Person Inspecting: _____

City of De Pere - Engineering
925 S. Sixth St. ◊ De Pere, WI 54115 ◊ Ph: 920.339.4061

STORMWATER OPERATION & MAINTENANCE LISTING						No. of Problems Noticed (Inspection Checklist)					
Basin	Name or Location	Type	Date of Last Inspection	Inspector	Ownership	Monitor (M)	Work Needed (WN)	Maintence Deadline	Maintence Completed	Follow Up Inspection Date	Maintenance Needed
AC050B	Westwind Ct	Pond	7/26/2023	ES	Public	1	0	N/A	N/A		N/A
AC020A	1901 S Ashland Ave	Pond	8/9/2023	ES	Private	2	0	N/A	N/A		Treat for phragmites
AC030A	1629 S Ashland Ave	Pond	8/9/2023	ES	Private	2	0	N/A	N/A		Monitor pond for phragmites
AC090A	1420 Fortune Ave (Harper Co.)	Dry Detention	8/7/2023	ES	Private	3	0	N/A	N/A		N/A
AC050A	250 S 9th St (Rennes Health)	Pond	7/26/2023	MW/ ZZ	Private	2	2	N/A	N/A		Vegetation blocking both the inlets and outlets
AC050A	900 Main Ave (Unison Credit Union)	Biofilter	8/2/2023	ES	Private	0	0	N/A	N/A		N/A
AC050A	Suburban - Ninth on Grant St	Swale/Ravine	8/3/2023	MW	Private	0	0	N/A	N/A		N/A
AC050A	800 Main Ave CVS	Biofilter	DNE	N/A	Private	N/A	N/A	N/A	N/A		N/A
AC050B	765 Lawrence Dr (Pool Works Inc)	Pond	8/10/2023	MW	Private	0	0	N/A	N/A		N/A
AC050B	901 9th St WDSD	Pond	7/26/2023	MW	Private	1	0	N/A	N/A		N/A
AC051	261 N Lawrence Dr	Pond	7/20/2023	ZZ	Public	1	0	N/A	N/A		Access needs to be cleared to the outlet in the back.
AC055A	1001 Main Ave (Festival Foods)	Pond	7/26/2023	ES	Private	4	0	N/A	N/A		Banks of pond are eroded, outflow pipe is somewhat buried into the ground
AC055A	1501 Main Ave (Mid-Valley)	Pond	7/26/2023	MW	Private	2	0	N/A	N/A		N/A
AC050A	Elm - Ninth St	Swale/Ravine	8/8/2023	MW	Public	3	0	N/A	N/A		Dumping in this swale by 509 9th St and The Preserve on 10th
AC060A	505 Lawrence Dr	Pond	DNE	N/A	Private	N/A	N/A	N/A	N/A		N/A
AC060A	505 Lawrence Dr (Creative Signs Co Inc)	Biofilter	8/4/2023	ES	Private	1	0	N/A	N/A		N/A
AC060A	875 Lawrence Dr (Cummins)	Pond	8/11/2023	MW	Private	3	0	N/A	N/A		Trash around the edges around the pond
AC060A	1218 Grant	Pond	8/1/2023	MW	Private	2	0	N/A	N/A		N/A
AC090A	1717 Lawrence Dr (Shopko Northwest)	Pond	8/7/2023	ES	Private	3	1	N/A	N/A		Trash is everywhere. Severe animal burrows as well. Phragmities are overgrowing entire pond but access is still okay to some inlets.
AC070A	1205 Lawrence Dr (Concrete Contractors)	Pond	7/31/2023	ES	Private	2	1	N/A	N/A		Access to pond is very limited due to vegetation. Lots of trash that needs to be cleaned up
AC070A	1313 Lawrence Dr (Rear Menards/Walmart)	Pond	7/31/2023	ES	Private	3	0	N/A	N/A		N/A
AC070A	1400 Block Lawrence Dr (Menards Parking)	Pond	7/31/2023	MW	Private	1	0	N/A	N/A		Monitor trash in the pond
AC080A	1610-1620 Lawrence Dr (Scheuring)	Pond	8/8/2023	ES	Private	3	0	N/A	N/A		Monitor phragmites, some oil on top of water around the banks of the pond
AC090A	1700 Lawrence Dr (Community First Credit Union)	Pond	8/7/2023	ES	Private	0	1	N/A	N/A		One of the inlets on the southeast side of the pond is damaged and non-functioning. Heavy and thick algal growth by inflow pipe as well
AC090A	1717 Lawrence Dr (Shopko Northeast)	Pond	8/7/2023	ES	Private	3	0	N/A	N/A		Lots of trash on site, Access somewhat limited due to shrubs and trees for inflow pipe
AC130A	1951 Snowy Owl Ct [Organics Inc]	Pond	7/21/2023	ZZ	Public	0	0	N/A	N/A		N/A
AC090A	1801 Lawrence Dr (Independent Printing)	Pond	8/7/2023	ES	Private	0	0	N/A	N/A		N/A
AC090A	1869 American Blvd (Graybar)	Pond	8/9/2023	ES	Private	1	0	N/A	N/A		N/A
AC090A	1997 American Blvd (Cleaning Systems)	Pond	8/7/2023	ES	Private	1	0	N/A	N/A		One inlet needs to be cleared of dirt and debris
AC090A	2000 American Blvd. (northeast)	Dry Detention	8/8/2023	ES	Private	0	0	N/A	N/A		N/A
AC090A	2000 American Blvd. (southwest)	Pond	8/8/2023	ES	Private	1	0	N/A	N/A		N/A
AC090A	2001 Lawrence (Coin Wrap)	Pond	8/8/2023	MW	Private	0	0	N/A	N/A		N/A
AC090A	2001 Lawrence (Coin Wrap)	Swale/Ravine	8/4/2023	ES	Private	3	0	N/A	N/A		Large items need to be removed from swale (wooden pallets, and other trash). Access somewhat limited due to excessive
AC090A	Shopko Southeast (Dry)	Dry Detention	N/A	N/A	Private	N/A	N/A	N/A	N/A		N/A
AC100A	1100 Employers Blvd (Humana)	Pond	7/25/2023	ZZ	Private	0	0	N/A	N/A		N/A
AC100A	1880 Southbridge Rd	Pond	8/8/2023	ES	Private	1	0	N/A	N/A		N/A

AC100D	1746-1770 Burgoyne Ct. (Burgoyne Lake Apartments)	Pond	7/27/2023	ES	Private	0	0	N/A	N/A		N/A
AC100D	2191 American Blvd (Milwood)	Pond	8/7/2023	ES	Private	0	0	N/A	N/A		N/A
AC160A	2221 Innovation Dr (American 3 Fab)	Pond	8/7/2023	ES	Private	3	0	N/A	N/A		Severe animal burrows; water is polluted in some areas (visible discoloration and turbid water, some minor oil spots); Some soil
ER010A	W. Baraboo Cir.	Swale/Ravine	8/3/2023	ES	Public	0	0	N/A	N/A		N/A
ER015A	Pecatonica Ct (Charleston Pointe II)	Pond	7/19/2023	MW/ZZ	Private	4	0	N/A	N/A		Phragmites off Pecatonica Ct need to be sprayed
ER010A	1820-11A Ridgeway Dr (Eau Claire Pl)	Pond	7/19/2023	ZZ	Public	1	0	N/A	N/A		Bare soil in spots around pond
ER020A	Pecatonica Ct drain	Swale/Ravine	7/27/2023	MW	Public	2	0	N/A	N/A		Monitor animal burrows around the bank of the swale
ER030A	1979 Tyler Ln	Pond	7/20/2023	ZZ	Public	2	0	N/A	N/A		Phragmites need to be sprayed
ER010A	825 E River Dr + 1901 Ridgeway Dr (Charleston Pointe I)	Pond	7/17/2023	MW	Private	3	0	N/A	N/A		No access to the pond due to heavy vegetation
ER040A	Shelley Ln [POTENTIAL]	FUTURE	DNE	N/A	Public	N/A	N/A	N/A	N/A		N/A
ER010A	Brule Rd. - Ridgeway Dr. Pond Connection	Swale/Ravine	7/31/2023	MW	Private	0	0	N/A	N/A		N/A
ER010A	Pike Ln.	Swale/Ravine	7/27/2023	ES/ MW	Private	0	0	N/A	N/A		N/A
ER040A	1881 Chicago St. (Aurora)	Dry Detention	7/27/2023	ES	Private	1	0	N/A	N/A		N/A
ER080A	1950 Enterprise Dr (CA Lawton)	Pond	7/18/2023	MW	Private	5	0	N/A	N/A		Minor debris accumulation by the outlet
ER080B	1900 Enterprise Dr.	Pond	7/18/2023	MW	Private	1	0	N/A	N/A		Minor dead vegetation around pond
ER100A	711 Millenium Ct	Biofilter	8/4/2023	ES	Private	0	0	N/A	N/A		N/A
AC055A	Exit 163 (Mid-Valley Rd-Hwy 41)	Pond	7/20/2023	ZZ	Public	1	0	N/A	N/A		Trash and debris need to be cleaned
FE010B	1040 N Broadway (Abbey Pond, SNC)	Pond	7/20/2023	ZZ	Private	0	0	N/A	N/A		N/A
FE240B	1200-1281 Pershing Rd (Lake Park Estates)	Pond	7/20/2023	ZZ	Private	4	0	N/A	N/A		Animal burrows need to be dealt with
FE260A	801 O'Keefe Rd	Dry Detention	7/31/2023	ES	Private	1	0	N/A	N/A		N/A
FE260B	1850 Enterprise Dr. (Dry)	Dry Detention	8/2/2023	ES	Private	1	0	N/A	N/A		Minor chipping at end of pipe as well as ponding by inflow pipe
FE270A	1891 Commerce Dr (Bedford Paper)	Pond	7/21/2023	ZZ	Private	1	0	N/A	N/A		Plants and sediment in the inlet need to be cleaned.
FW070A	450 College Ave (Joliet Square Apartments) (420 College Ave)	Swale/Ravine	8/4/2023	ES	Private	0	0	N/A	N/A		N/A
FW070A	West De Pere High School (Dry)	Biofilter	DNE	N/A	Private	N/A	N/A	N/A	N/A		N/A
FW140A	601 Third Street	Biofilter	7/31/2023	ES/ MW	Private	0	0	N/A	N/A		N/A
FW140A	620 Third Street	Biofilter	DNE	N/A	Private	N/A	N/A	N/A	N/A		N/A
ER130A	Diversity Dr (Susie C Altmayer Elementary)	Pond	7/13/2023	ZZ	Public	0	3	N/A	N/A		Both inlets and outlets are blocked by garbage
FE030A	1011 Broadway St. (West of Fox River Trail)	Pond	7/20/2023	ZZ	Public	2	0	N/A	N/A		Soil is eroded around outlet
FW180A	1300 Lost Dauphin (SNC Baseball, Mel Nicks Field)	Dry Detention	7/31/2023	ES	Private	4	0	N/A	N/A		Sediment in bottom of dry pond, weeds growing over rocks and minor vegetation blocking the inflow pipe
FW200A	1600 Lost Daupin (SNC Track, Schneider Athletic)	Pond	7/31/2023	MW	Private	0	0	N/A	N/A		N/A
FW200B	1745 E Matthew Dr (De Pere Cabinet)	Pond	8/1/2023	ES	Private	3	1	N/A	N/A		Trash everywhere along the pond as well as in the pond. Many large burrows present and some vegetation partially blocking the
FW200C	1251 Scheuring Rd (Front Cadre)	Biofilter	8/2/2023	ES	Private	3	0	N/A	N/A		spillway pipe is not level and at a sharp angle, major erosion surrounding the inflow pipe
FW200C	1252 Scheuring Rd (Cadre) East Swale	Swale/Ravine	8/2/2023	ES	Private	0	0	N/A	N/A		N/A
FW200C	1255 Scheuring Rd (Behind Cadre)	Pond	8/4/2023	ES	Private	0	1	N/A	N/A		Phragmities are overtaking entire site, gowing into parking lot, complaints from Q90FM Radio Station saying that the phragmites are
FW200C	1740 E. Matthew Dr. (1751 W. Matthew Dr.)	Swale/Ravine	8/2/2023	ES	Private	1	0	N/A	N/A		Some minor vegetation partially blocking outflow pipe at the start of the swale
AC060A	NW Lawrence - Grant Dry	Dry Detention	7/20/2023	ZZ	Public	1	1	N/A	N/A		Access to inlets and outlets need to be cleared, and phragmites sprayed
AC060A	SW Lawrence - Grant	Pond	7/20/2023	ZZ	Public	6	0	N/A	N/A		Inlets cleaned, Phragmites sprayed, and animal burrows dealt with
AC090A	Exit 161 Roundabout (Hwy 41 - Scheuring)	Pond	7/21/2023	ZZ	Public	2	0	N/A	N/A		Very high phragmites count, need to be sprayed
AC090A	Lawrence Dr (Integrys Parking-Preserve Entrance)	Pond	7/21/2023	ZZ	Public	2	0	N/A	N/A		Phragmites and muskrats need to be dealt with.
AC090A	Scheuring - American Blvd	Pond	7/24/2023	ZZ	Public	2	0	N/A	N/A		Trash in pond and on outlet device need to be cleaned

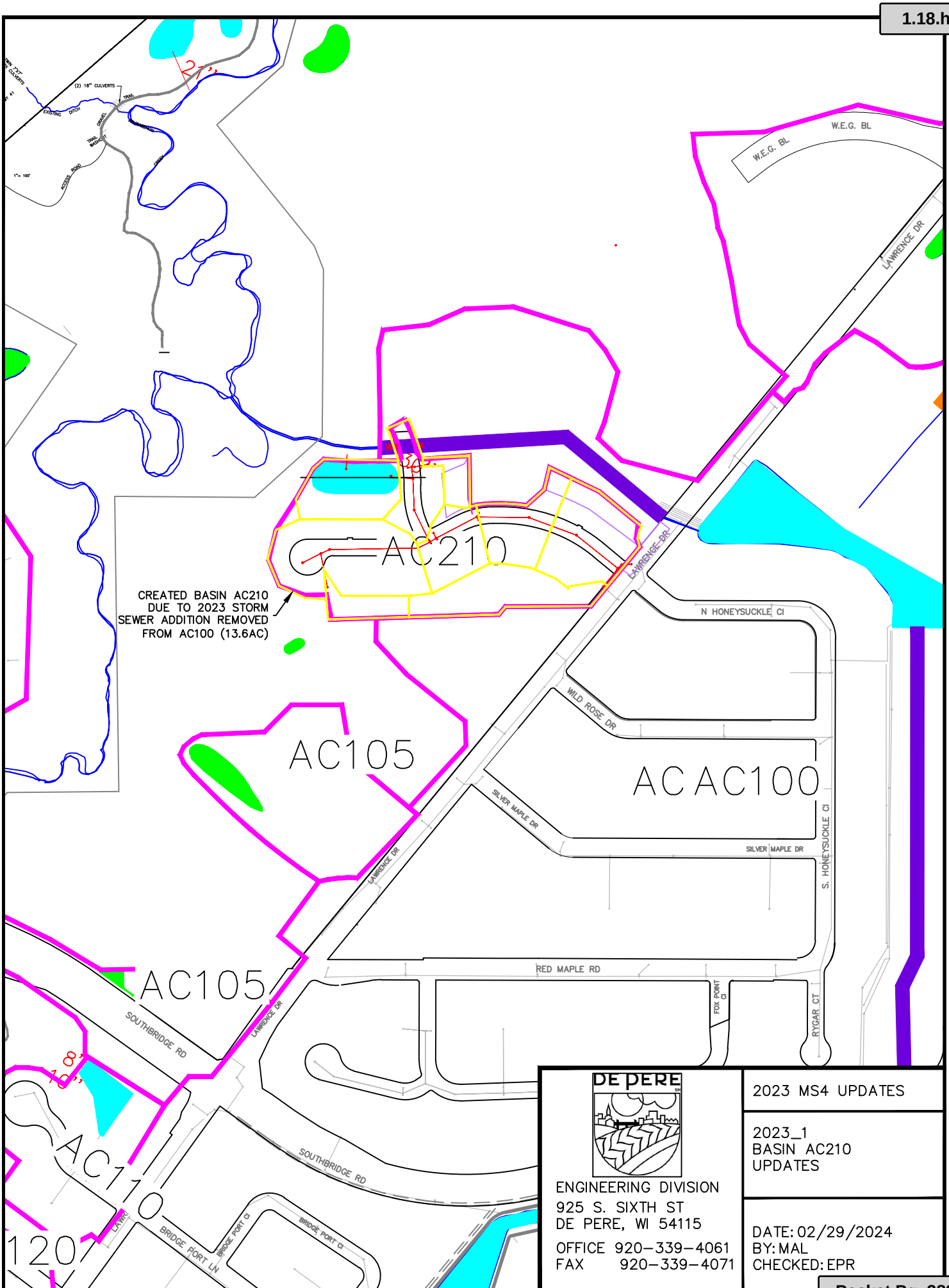
AC100A	Ashwaubenon Creek (Preserve behind Humana-Hwy 41)	Pond	7/21/2023	ZZ	Public	0	1	N/A	N/A		Very bad access to pond.
FW200D	1997 Venture Ave Drainage Swale	Swale/Ravine	8/1/2023	ES	Private	1	0	N/A	N/A		Some minor trash surrounding the swale
AC100A	Hemlock Creek (Preserve behind Humana - Hwy 41)	Pond	7/25/2023	MW	Public	2	0	N/A	N/A		Vegetation is starting to overgrow around the inlet and the outlet
AC100A	Humana Swale - Preserve	Swale/Ravine	8/9/2023	ES	Public	1	0	N/A	N/A		N/A
AC100B	2077B Lawrence Dr (Honeysuckle)	Pond	7/25/2023	ZZ	Public	4	2	N/A	N/A		2 Outlets need work, erosion on one side, muskrat burrows all around
AC100B	Honeysuckle Swale (Rygar Ct.)	Swale/Ravine	8/2/2023	ES	Public	1	0	N/A	N/A		N/A
AC100D	American Blvd - Southbridge Rd	Pond	7/27/2023	MW	Public	2	1	N/A	N/A		Vegetation blocking the inlet
AC100D	American Blvd Central (Samantha St)	Pond	7/27/2023	ES	Public	2	0	N/A	N/A		Animal burrows present on site, some minor shrubs and bushes surrounding inflow
AC100D	American Blvd Central 2 (Burgoyne Ct)	Pond	7/27/2023	MW	Public	2	1	N/A	N/A		Dock needs to be removed from the pond
FE150A	1171 S Atrium Ct	Swale/Ravine	7/27/2023	MW	Public	3	1	N/A	N/A		Vegetation is blocking the inflow and needs to be removed
AC100D	Central connecting ditch (American Blvd)	Swale/Ravine	8/9/2023	ES	Public	1	1	N/A	N/A		Vegetation blocking a mojrity of the inflow pipe. Pipe itself was almost entirely buried under the vegetation and needs to be cleaned
AC100D	Northern connecting ditch (American Blvd)	Swale/Ravine	8/9/2023	ES	Public	1	1	N/A	N/A		Vegetation is blocking the inflow pipe and outflow pipe has standing water
AC100D	Southern connecting ditch (American Blvd)	Swale/Ravine	8/9/2023	ES	Public	1	0	N/A	N/A		N/A
AC100E	Adare Ct	Pond	7/25/2023	MW	Public	0	0	N/A	N/A		N/A
AC100E	American Blvd South (Tullig)	Pond	7/25/2023	MW	Public	1	2	N/A	N/A		Inlets and outlets are full of vegetation and need to be cleared
AC110A	Payton Ct	Pond	7/24/2023	ZZ	Public	0	0	N/A	N/A		Phragmites around pond will need to be sprayed
AC140A	Cross Creek Cir	Pond	7/11/2023	KAD	Public						
AC140A	Cross Creek Cir	Swale/Ravine	8/3/2023	MW	Public	0	0	N/A	N/A		N/A
AC150A	Daytona Speedway (Pocono Ct)	Pond	7/24/2023	ZZ	Public	2	0	N/A	N/A		Animal burrows around the pond will need to be dealt with
AC160A	Southbridge - Innovation (Foth)	Pond	7/24/2023	ZZ	Public	1	1	N/A	N/A		Fix crack in pipe and fill in eroded soil underneath of pipe
AC170A	Southwest Park West - Daytona Speedway	Dry Detention	8/8/2023	MW	Public	2	0	N/A	N/A		N/A
AC180A	Southwest Park South (Diamond)	Pond	7/24/2023	MW	Public	4	0	N/A	N/A		Vegetation is starting to surround the inlet and outlet
AC190A	2020 Innovation Court	Pond	8/1/2023	MW	Private	3	2	N/A	N/A		Vegetation blocking both the inlets and outlets
ER015A	W Rock River Cir	Swale/Ravine	7/31/2023	MW	Public	0	1	N/A	N/A		The edge of the inlet is cracked and needs repair
ER020A	East River Dr - Rock River Ct	Swale/Ravine	8/3/2023	MW	Public	1	1	N/A	N/A		Grass dumping in the swale that needs to be adressed
ER020A	East River Trail (Black Earth Dr)	Pond	7/17/2023	ZZ	Public	2	0	N/A	N/A		No access at all, cat tails covered every inch of the pond
ER030A	Brule Rd. - Sullivan Ln.	Swale/Ravine	7/27/2023	ES	Public	2	0	N/A	N/A		Debris and sediment need to be removed by inflow, evidence of dumping of grass and leaves in swale
ER030A	Desplaine Rd. - East River Dr.	Swale/Ravine	7/31/2023	MW	Public	4	0	N/A	N/A		Monitor water sitting at the bottom of the swale
ER030A	East River Dr. - Black Earth Dr. (East)	Swale/Ravine	8/10/2023	ES/ MW	Public	0	0	N/A	N/A		N/A
ER030A	Shelley Ln. - Brule Rd.	Swale/Ravine	7/27/2023	MW	Public	2	0	N/A	N/A		Phragmites are growing in the swale
ER030A	Shelley Ln. (East)	Swale/Ravine	7/27/2023	ES	Public	2	0	N/A	N/A		Dumping of grass in swale to be removed; vegetation surrounding inflow
ER030A	Sullivan Ln. - Desplaine Rd.	Swale/Ravine	7/27/2023	MW	Public	5	1	N/A	N/A		Rebar is sticking out of the outlet sidewall creating a hazard
ER040A	Jim Martin Park	Pond	7/17/2023	MW	Public	6	0	N/A	N/A		Minor erosion due to shifting rocks and soil, debris inside outlet device
ER040A	Jim Martin Park 1st Easement East	Swale/Ravine	7/31/2023	MW	Public	2	0	N/A	N/A		N/A
ER050A	Shetland Pl - Saddlebrook Ln (Rotary Park)	Pond	7/17/2023	ZZ	Public	4	2	N/A	N/A		Joints on both the inlet and outlet pipes have slid 3 inches
ER060A	Painthorse Trail	Pond	7/19/2023	MW/ZZ	Public	1	1	N/A	N/A		Broken inlet needs to be fixed
ER080A	Ledgeview Swan Rd (Jossart Brothers Co.)	Pond	7/17/2023	ZZ	Public	3	1	N/A	N/A		Inlet on north side is blocked by vegetation and sediment
ER100A	Millenium Ct	Swale/Ravine	8/9/2023	ES	Public	0	0	N/A	N/A		N/A
ER110A	Enterprise Dr (Sit & Stay Pet Resort)	Pond	7/14/2023	ZZ	Public	0	4	N/A	N/A		Outlet device is surrounded by vegetation
ER120A	S. Melcorn Cl	Swale/Ravine	8/2/2023	ES	Public	4	0	N/A	N/A		Dumping of grass into swale, vegetation growing in inflow points, possible encroachment onto swale from neighboring

ER120A	Trailside Ln	Pond	7/14/2023	ZZ	Public	3	1	N/A	N/A		A few outlets may need to be cleaned in the future
ER120B	Rockland Rd (North of 2100-2120 S. Broadway St.)	Swale/Ravine	8/3/2023	MW	Public	1	3	N/A	N/A		Both inlets and outlets are blocked by vegetation
FE130	150 S Wisconsin Walgreens	Biofilter	DNE	N/A	Private	N/A	N/A	N/A	N/A		N/A
FE275A	600 Heritage Rd (Belmark-Briarwood)	Pond	7/18/2023	MW	Private	6	0	N/A	N/A		Large amount of trash and algae accumulating in the pond
FE275A	600 Heritage Rd (Belmark-Briarwood)	Swale/Ravine	8/3/2023	ES	Private	2	0	N/A	N/A		N/A
FE190A	Optimist Park (17-09)	Pond	7/17/2023	ZZ	Public	1	0	N/A	N/A		Garbage surrounding outlet has to be cleaned
FW280B	500 Fortune Ave (East vertical)	Pond	8/2/2023	ES	Private	1	0	N/A	N/A		Treatment on phragmites
FE260A	Greenleaf Rd - North of Belmark	Pond	7/17/2023	ZZ	Public	0	1	N/A	N/A		Treatment on phragmites
FE260B	1300 Enterprise Dr (Behind PAi)	Swale/Ravine	7/31/2023	ES	Public	0	0	N/A	N/A		N/A
FE260B	Greenleaf Rd - Fox River Trail	Pond	7/17/2023	ZZ	Public	1	0	N/A	N/A		No access from multiple sides
FE280A	Oak Water Ct	Swale/Ravine	8/7/2023	ES	Public	0	1	N/A	N/A		N/A
FE280A	Old Plank Ct	Swale/Ravine	8/7/2023	ES	Public	0	0	N/A	N/A		N/A
FE280B	Greenleaf-Rockland Rd	Pond	7/17/2023	ZZ	Public	4	1	N/A	N/A		Phragmites on multiple sides of the pond
FE290A	Commerce Pond (16-09 Pond and Drainage Construction)	Pond	7/17/2023	ZZ	Public	2	0	N/A	N/A		Muskrat and rabbit holes on N/NE
FW010A	Perkofsky Boat Landing/Brown County Fair Grounds	Pond	7/20/2023	ZZ	Public	2	0	N/A	N/A		Phragmites sprayed and possible muskrat burrows on the north side
FW200D	1997 Venture Ave (WI Lift Truck Co. - West)	Pond	8/1/2023	ES	Private	3	1	N/A	N/A		Trash surrounding entire site
FW200B	Scheuring Rd - Suburban Dr	Pond	7/24/2023	MW	Public	3	0	N/A	N/A		Vegetation is starting to overgrow
FW200C	Matthew - Suburban Dr	Pond	7/24/2023	ZZ	Public	4	0	N/A	N/A		Many areas are bare soil and eroding
FW200E	Terry Ln - Mobile Home Park	Swale/Ravine	8/9/2023	ES	Public	2	0	N/A	N/A		Monitor dumping of yard waste and access to inflow pipe
FW280B	500 Fortune Ave (Old Ecofibre)	Swale/Ravine	8/1/2023	ES	Private	1	0	N/A	N/A		N/A
FW280A	Fortune - Venture	Pond	7/24/2023	MW	Public	1	0	N/A	N/A		Access to the inlets and outlets are limited due to vegetation
FW280A	Red Maple - Lost Daupin	Swale/Ravine	8/3/2023	ES	Public	3	0	N/A	N/A		N/A
FW290A	1414 Builders Ct.	Pond	7/24/2023	MW	Public	2	0	N/A	N/A		Outlet and inlet could not be reached due to vegetation
FW290B	Glen Meadows Cir (Kiwanis Park)	Pond	DNE	N/A	Public	N/A	N/A	N/A	N/A		N/A
FW290B	Hopf Ln	Pond	7/24/2023	ZZ	Public	2	0	N/A	N/A		Pipe has been cracked open and is starting to fill with sediment
FW290B	Red Maple (River Trail Ct)	Pond	7/24/2023	MW	Public	3	0	N/A	N/A		Clean up debris in front of outlet and make access to inlet
FW290C	Dog Park	Pond	7/24/2023	ZZ	Public	2	0	N/A	N/A		Muskrat and muskrat burrows will need to be taken out.
FW290C	Dog Park West Swale	Swale/Ravine	8/2/2023	ES	Public	0	0	N/A	N/A		N/A
FW290C	Richco Ct Swale	Swale/Ravine	8/2/2023	ES	Public	2	0	N/A	N/A		Address algal growth and standing water in swale
FW290C	Richco Ct.	Pond	7/24/2023	MW	Public	2	0	N/A	N/A		The pond is hard to access due to vegetation
FW200D	1997 Venture Ave [WI Lift Truck Co. Warehouse (East)]	Pond	8/1/2023	ES	Private	5	0	N/A	N/A		Sandbars coming out of water towards the shore, sediment and debris on bottom of pond; animal burrows; minor trash
XA100A	2066 Lawrence Dr (St Mark Lutheran - Large SW pond)	Pond	8/8/2023	ES	Private	2	0	N/A	N/A		Monitor phragmities and water quality
FW200D	1998 Venture Ave	Pond	8/1/2023	ES	Private	4	0	N/A	N/A		M ajor animal burrows (esp. on South side);
XA100A	2066 Lawrence Dr (St Mark Lutheran - Small N pond)	Pond	8/8/2023	ES	Private	1	0	N/A	N/A		Monitor Phragmites
FE030A	1015 N Broadway	Pond	7/20/2023	ZZ	Private	0	1	N/A	N/A		Two inlet pipes are covered in dirt and plants and need to be cleaned
AC100A	Garrity's Glen	Pond	7/24/2023	MW	Public	1	3	N/A	N/A		Vegetation blocking both the inlets and outlets
AC050B	West De Pere Middle School	Pond	7/26/2023	MW	Private	1	0	N/A	N/A		N/A
ER040A	East De Pere High School	Pond	7/21/2023	ZZ	Private	0	0	N/A	N/A		N/A
	1509 Ashland Ave	Pond	8/11/2023	MW	Private	0	0	N/A	N/A		N/A

ER050A	Shetland Pl	Swale/Ravine	8/1/2023	ES	Public	2	0	N/A	N/A		Some ponding in the swale as well as near the inlet of the swale

CITY OF DE PERE
2023 Map Updates
2023 MS4 Annual Report
Last Update - March 5, 2024

Basin	Type of Change	2023 Map Change - City
AC210	Basin Change and Storm Sewer	Modified basins due to storm sewer design. Added new storm sewer and pond for Kingston Subdivision.
FW310	New Basin	Finished the Waterview Subdivision storm sewer and pond construction, created new storm basin.
FE210	Storm Sewer	Added new storm sewer along Wilcox Court
AC050,FW070	Basin and Storm Sewer Changes	Added storm sewer to Reid Street relay project.
FE030,FE050	Basin and Storm Sewer Changes	Modified basins due to storm sewer design. Added storm sewer to East and West St. Francis.
FE070	Pond Construction	Constructed wet pond at Franklin Street with new storm sewer. Modified basins due to pond.



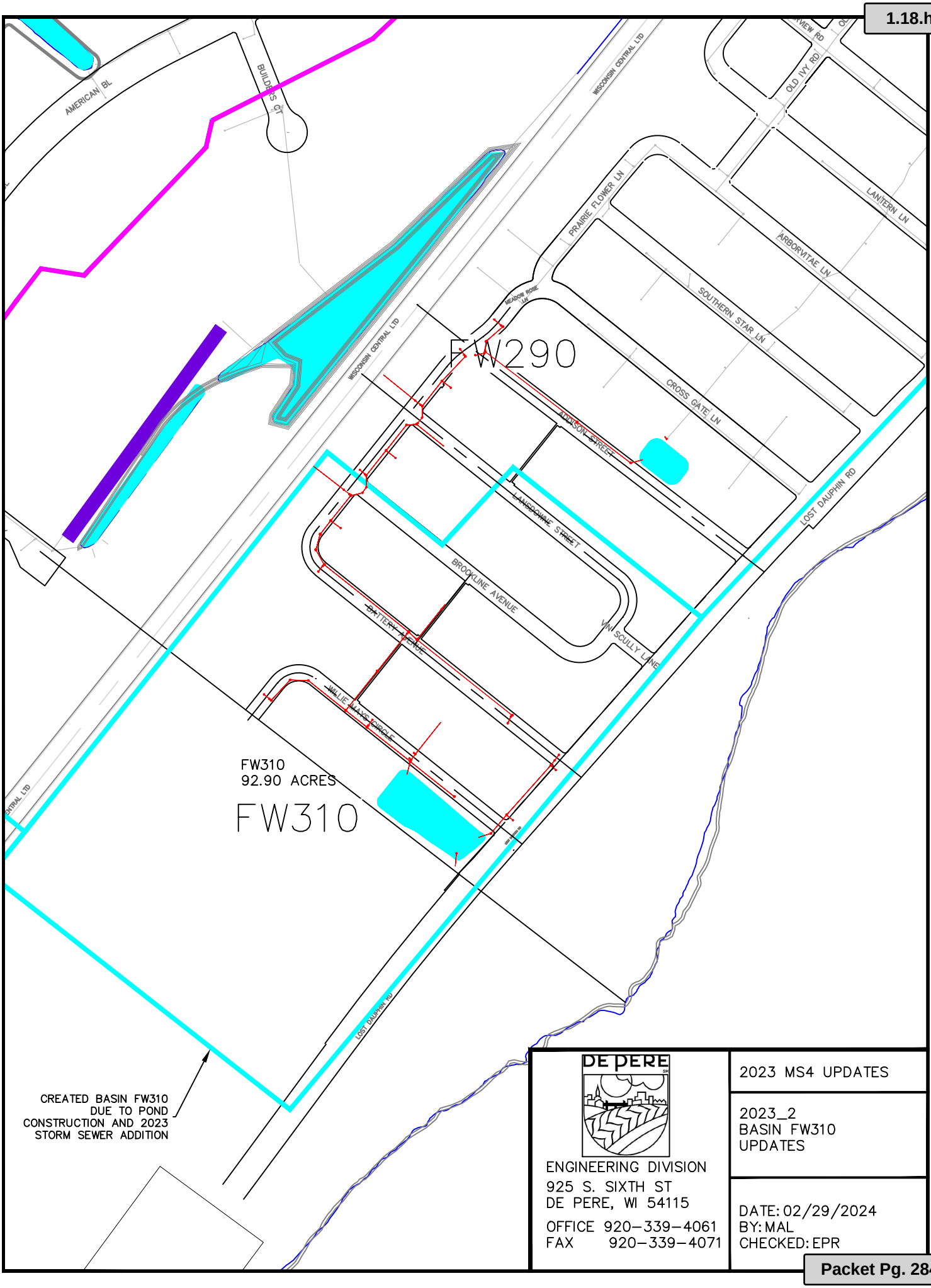
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2023 MS4 UPDATES

2023_1
BASIN AC210
UPDATES

DATE: 02/29/2024
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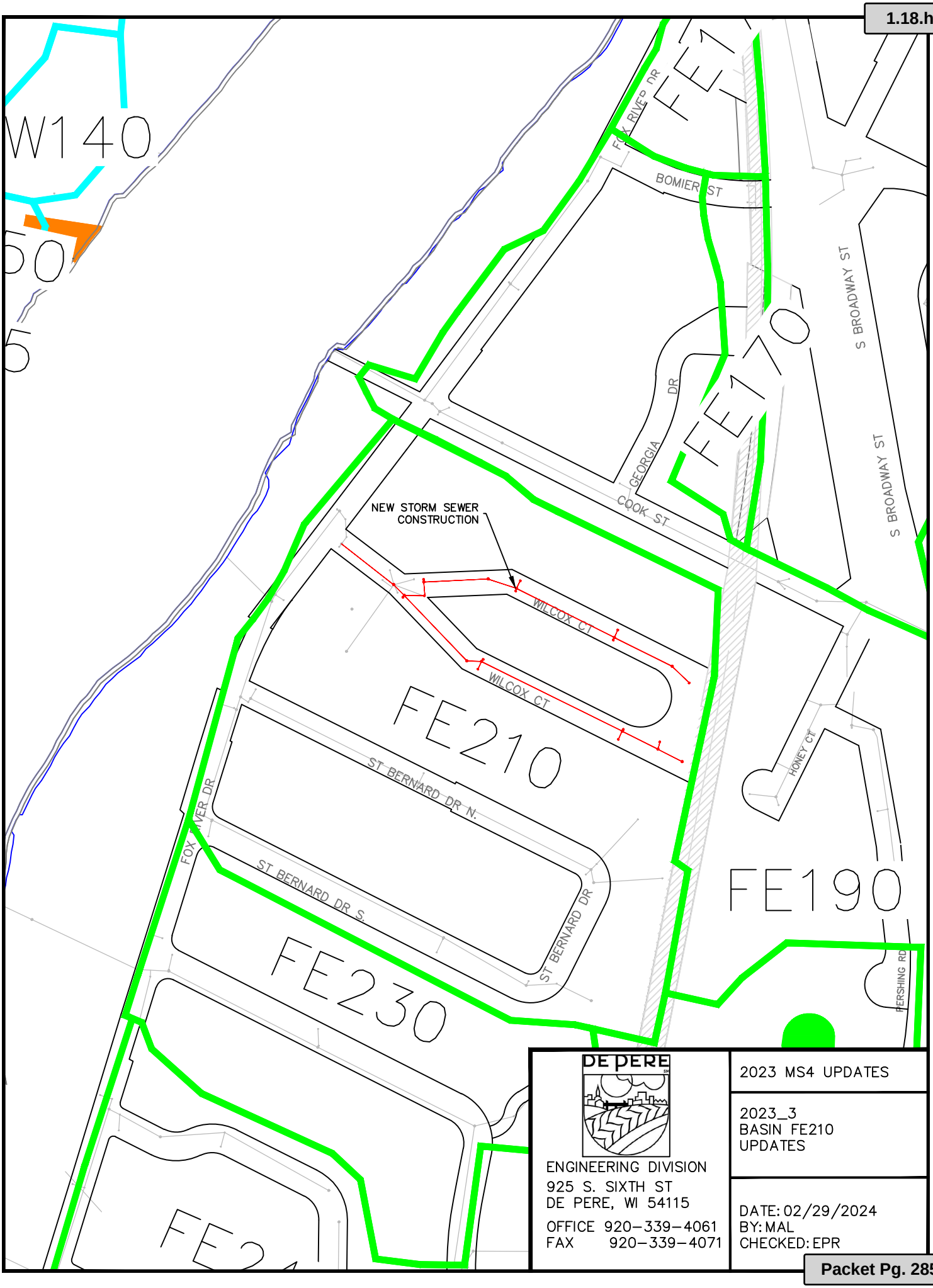


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2023 MS4 UPDATES

2023_2
BASIN FW310
UPDATES

DATE: 02/29/2024
BY: MAL
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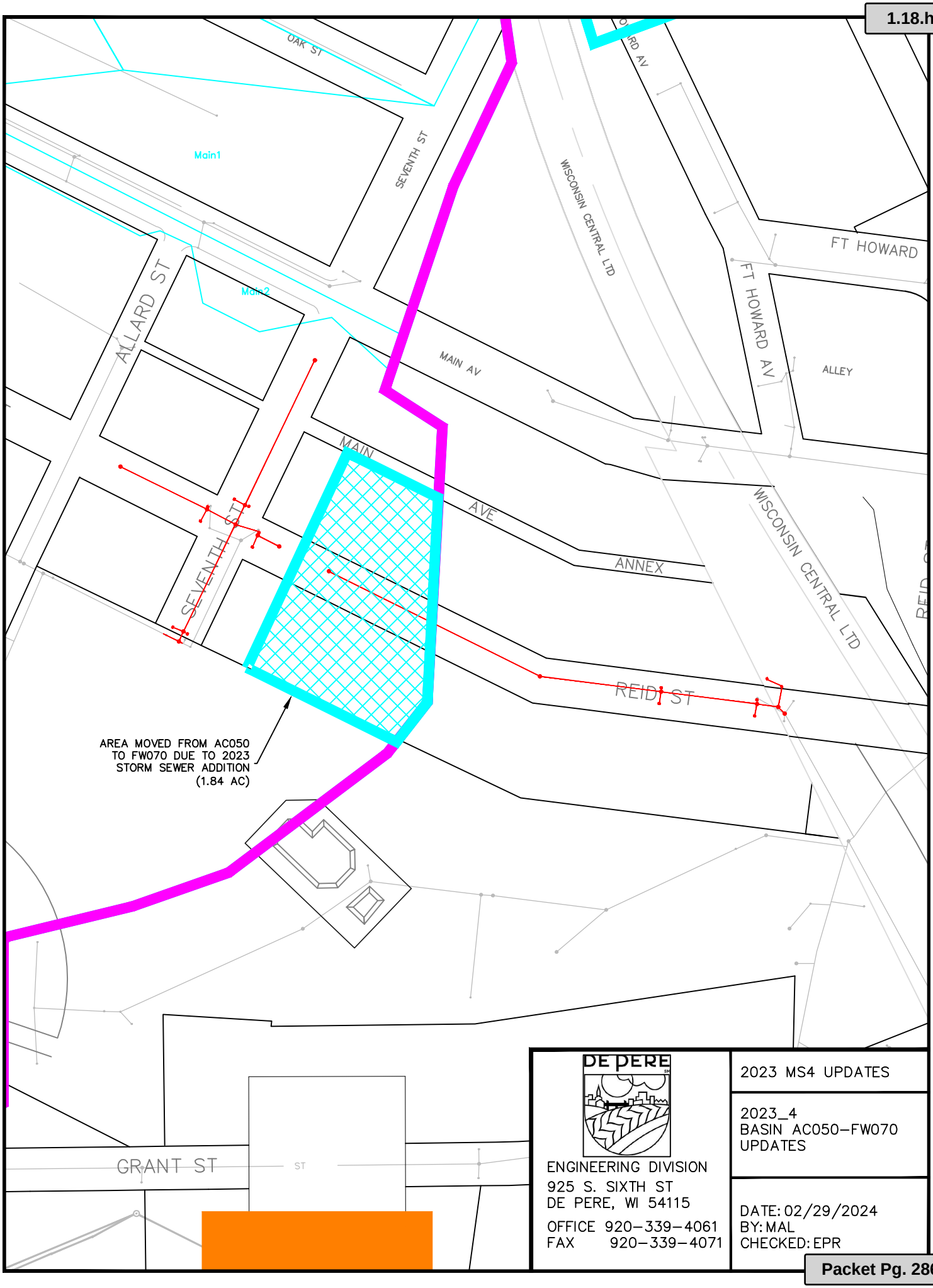
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2023 MS4 UPDATES

2023_3
BASIN FE210
UPDATES

DATE: 02/29/2024
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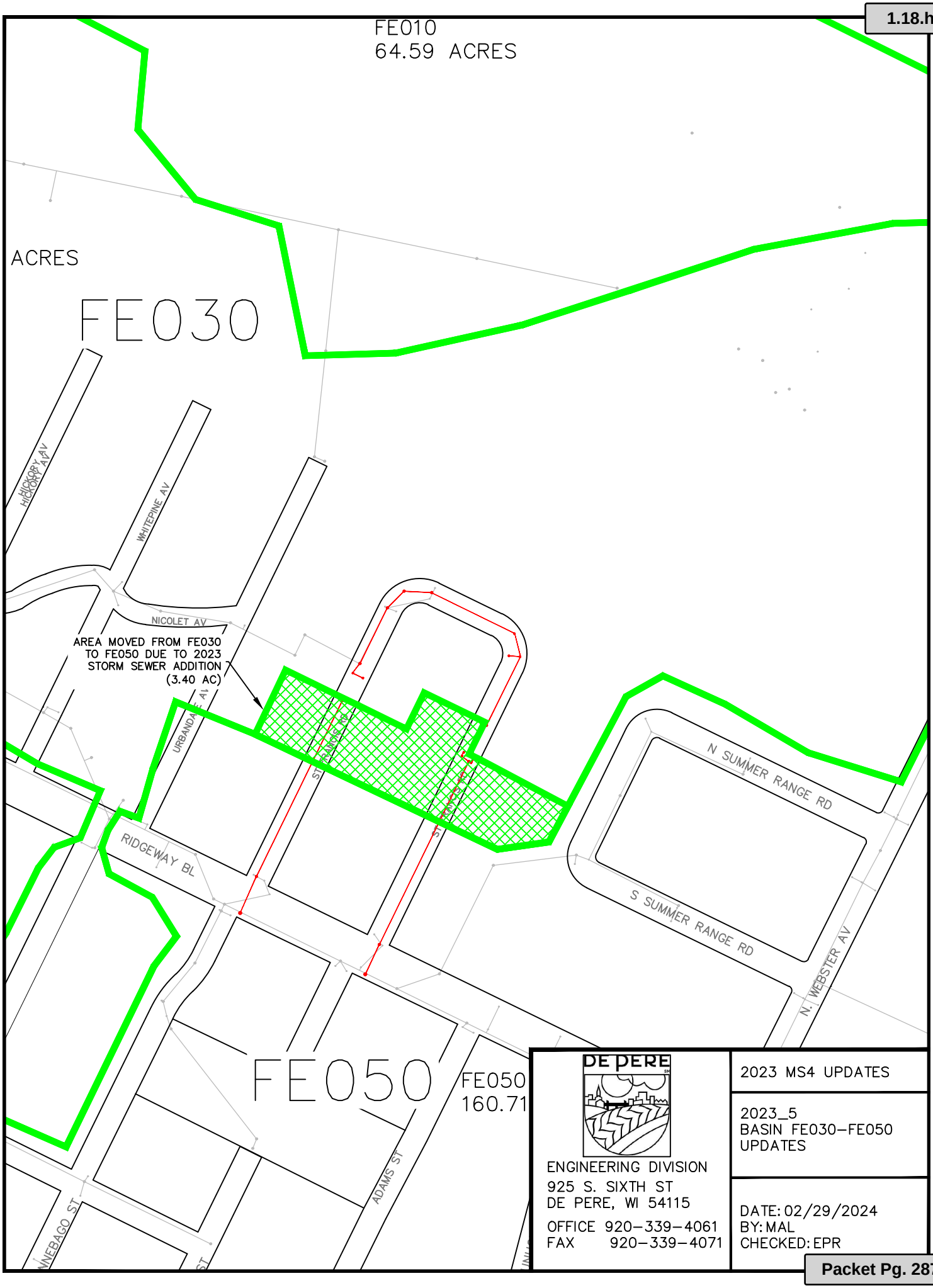
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2023 MS4 UPDATES

2023_4
BASIN AC050-FW070
UPDATES

DATE: 02/29/2024
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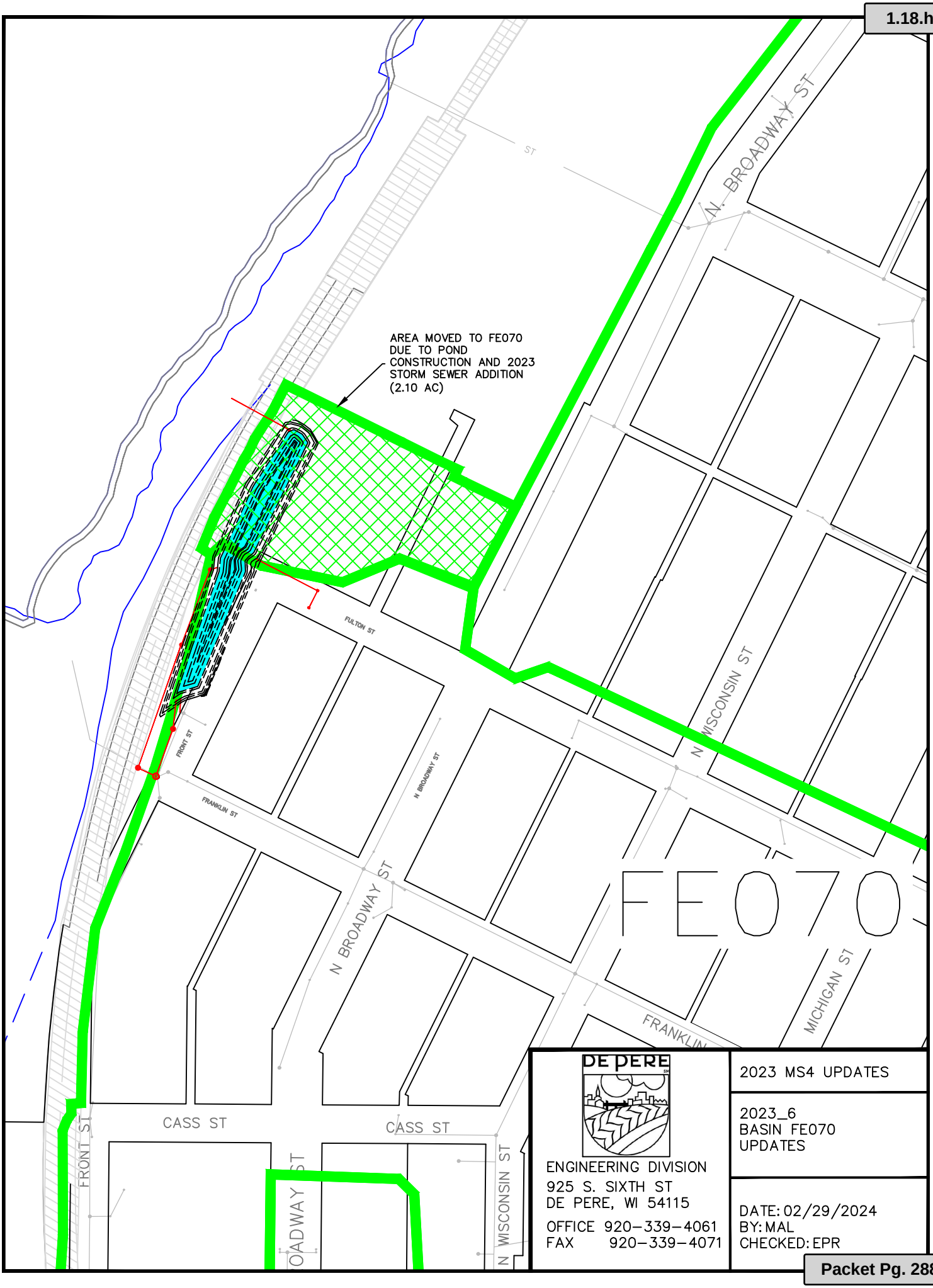
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2023 MS4 UPDATES

2023_5
BASIN FE030-FE050
UPDATES

DATE: 02/29/2024
BY: MAL
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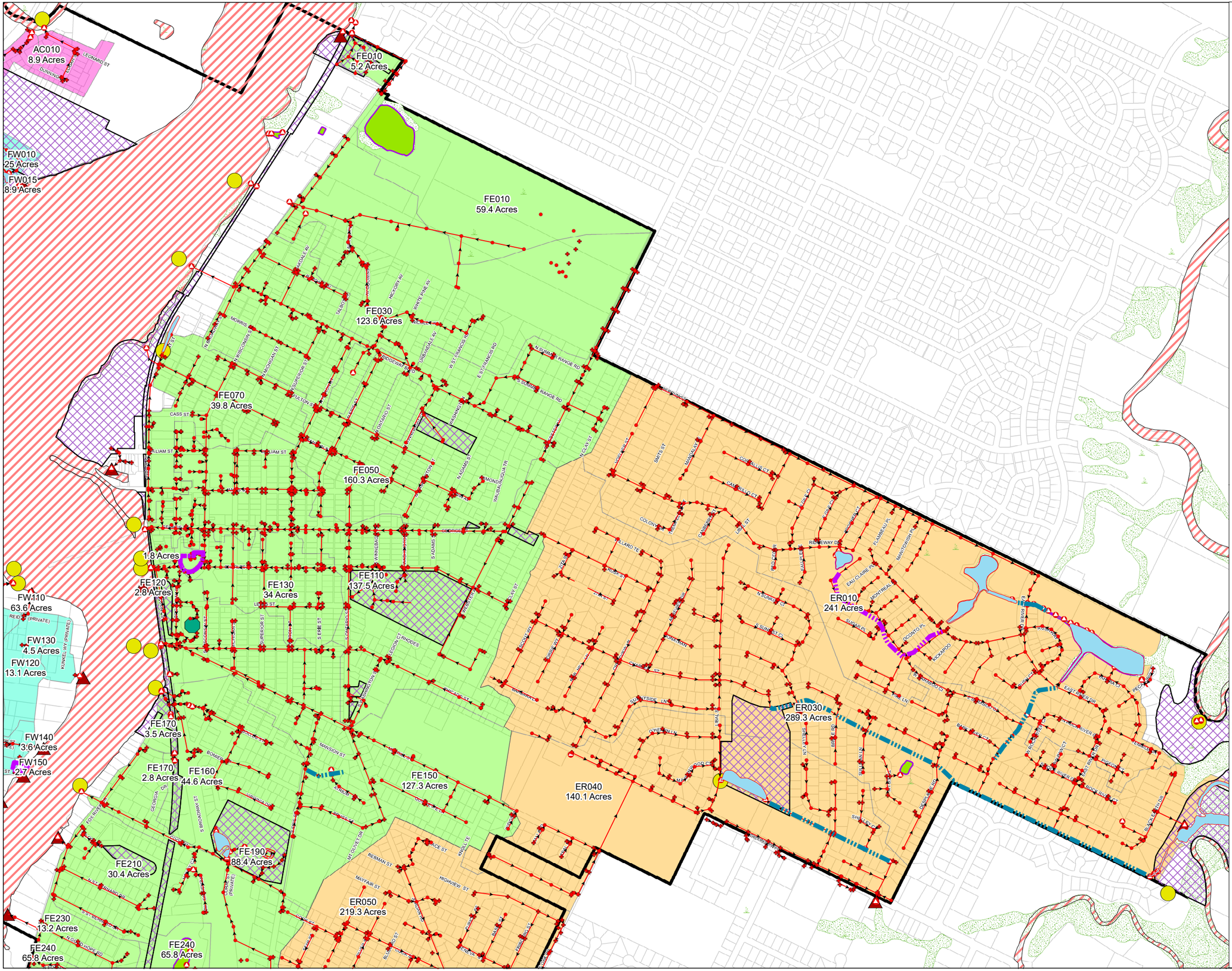


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2023 MS4 UPDATES

2023_6
BASIN FE070
UPDATES

DATE: 02/29/2024
BY: MAL
CHECKED: EPR



MS4 Drainage System

- Private Facilities/Swale
- City Swales
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
- Collectors
- Major Outfalls
- Minor Outfalls

Publically Owned Land

- De Pere Recreational Areas
- De Pere Municipal Facilities

Natural Resources

- City Pond
- Private Storm Water Facilities
- 303(d) Impaired Waters
- WDNR Wetland Inventory (Less Than 2 Acres)
- WDNR Wetland Inventory (2 Acres or Greater)

WPDES Industrial Permits

- WPDES Industrial Permit I.D.

Other Mapped Features

- Municipal Boundary
- Parcel Lines

TMDL Watershed Basins

- Fox East Basins
- East River Basins
- Fox West Basins
- Ashwaubenon Creek Basins

1 inch = 500 feet

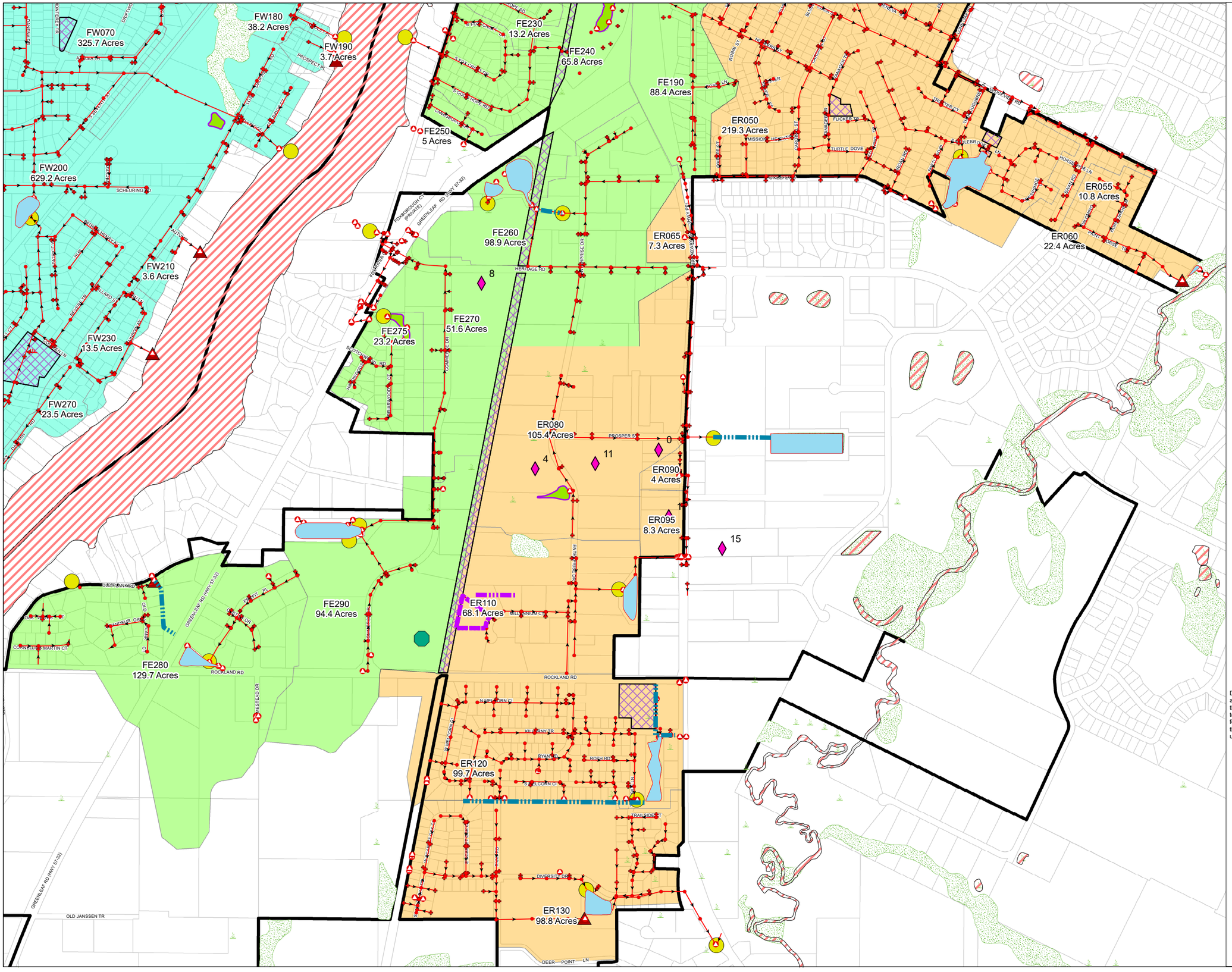
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DE PERE

MS4 SYSTEM UPDATED 03/2024

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WI



MS4 Drainage System

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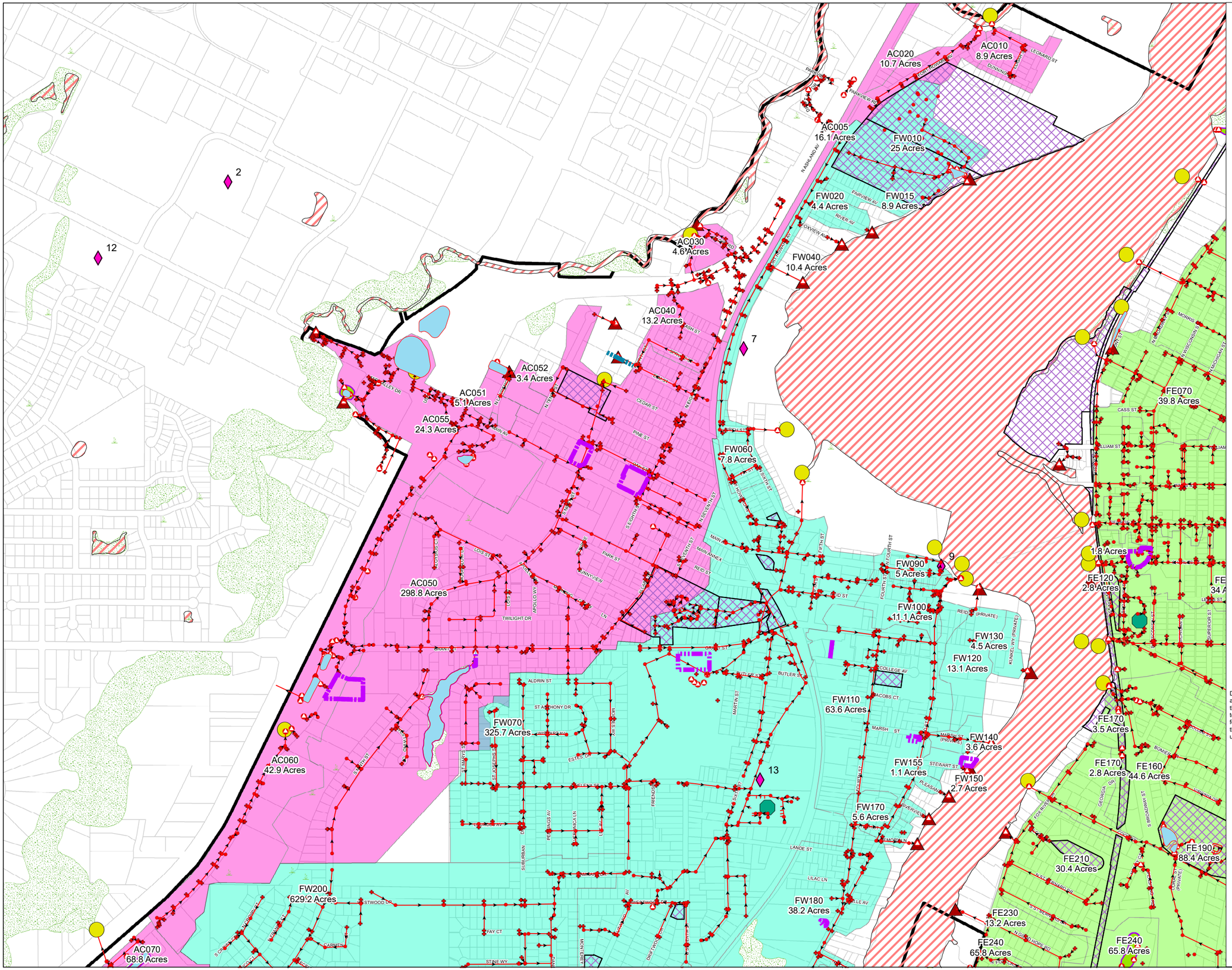
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MS4 SYSTEM UPDATED 10/2023

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY,



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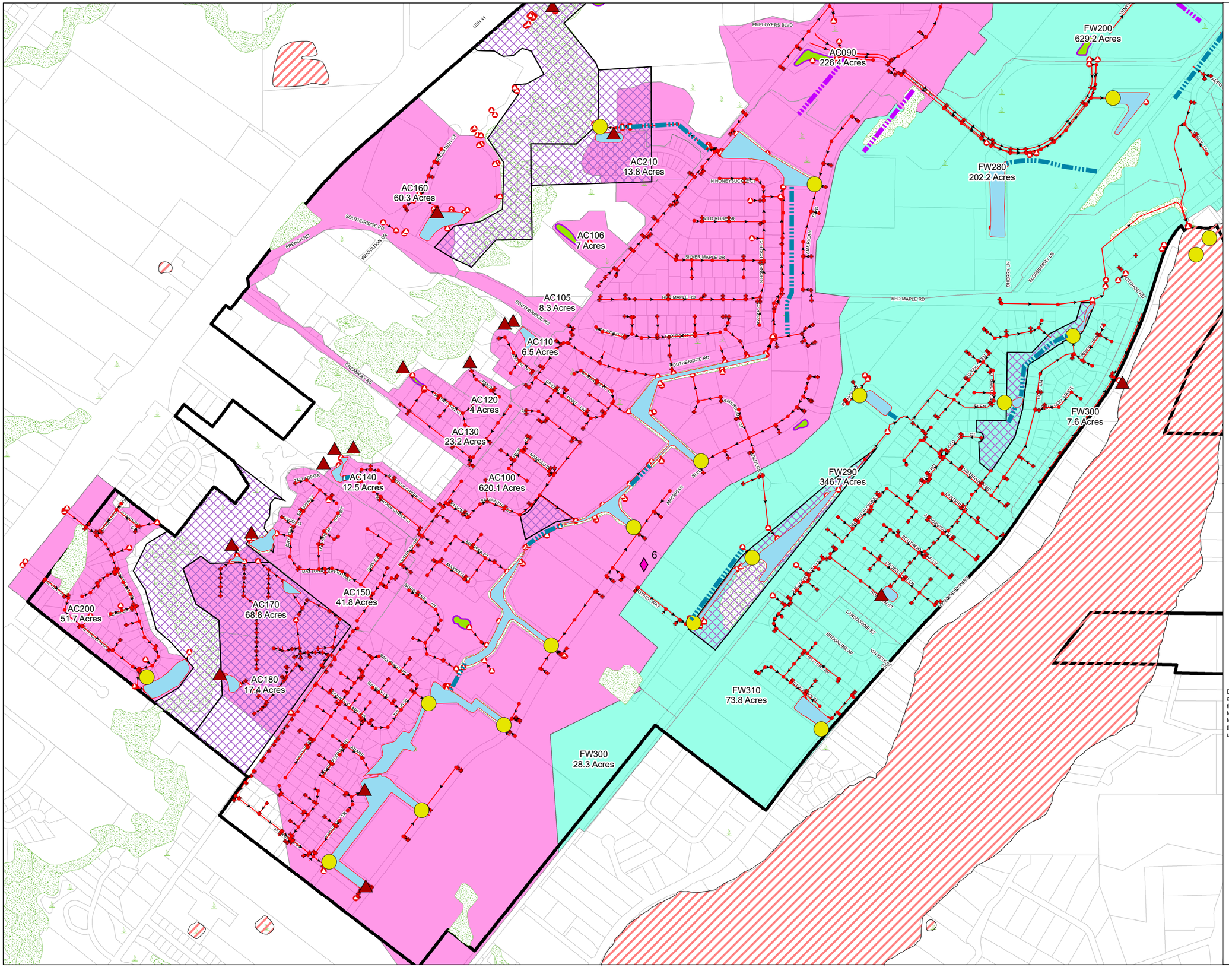
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MS4 SYSTEM UPDATED 10/2023

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WI



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DE PERE

MS4 SYSTEM UPDATED 03/2024

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WI

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DE PERE

MS4 SYSTEM UPDATED 03/2024

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WI

CITY OF DE PERE OUTFALLS FOR 2023

ASHWAUBENON CREEK BASIN

Outfall #	Subbasin #	Pipe Size (Inches)	Type of Outfall
AC010-1	AC010	18	Major
AC070-1	AC070	36	Major
AC100-1	AC100	18	Major
AC041-2	AC160	21	Major
AC030-1	AC030	36	Major
AC050-3	AC050	66	Major
AC055-1	AC055	42	Major
AC060-1	AC060	36	Major
AC090-1	AC090	54	Major
AC100-10	AC100	30	Major
AC100-4	AC100	36	Major
AC100-3	AC100	48	Major
AC100-2	AC100	36	Major
AC100-5	AC100	36	Major
AC100-6	AC100	36	Major
AC100-7	AC100	36	Major
AC100-9	AC100	36	Major
AC055-1	AC055	42	Major
AC200-1	AC200	42	Major
AC100-1	AC100	36	Minor
AC050-1	AC050	18	Minor
AC050-2	AC050	24	Minor
AC050-3	AC050	66	Minor
AC055-2	AC055	24	Minor
AC030-2	AC030	15	Minor
AC055-3	AC055	24	Minor
AC055-4	AC055	24	Minor
AC180-1	AC180	21	Minor
AC041-1*	AC41	21	Minor
AC041-2*	AC41	21	Minor
AC041-3*	AC41	21	Minor
AC041-4*	AC41	21	Minor
AC100-8	AC100	15	Minor
AC110-1	AC110	8	Minor
AC110-2	AC110	10	Minor
AC120-1	AC120	15	Minor
AC130-1	AC130	12	Minor
AC140-1	AC140	8	Minor
AC140-2	AC140	8	Minor
AC140-3	AC140	12	Minor
AC150-1	AC150	10	Minor
AC170-1	AC170	12	Minor
AC200-1	AC200	42	Major
AC210-1	AC210	24	Minor

*Ashwaubenon Creek Ponds

EAST RIVER BASIN

ER010-1	ER010	42	Major
ER010-2	ER010	42	Major
ER030-1	ER030	60	Major
ER080-1	ER080	24	Major
ER040-1	ER040	34X53	Major
ER050-1	ER050	42	Major
ER110-1	ER110	42	Major
ER120-1	ER120	42	Major
ER120-2	ER120	36	Major
ER130-1	ER130	42	Major
ER130-2	ER130	36	Major
ER130-3	ER130	30	Minor
ER040-2	ER040	30	Minor
ER030-2	ER030	21	Minor
ER060-1	ER060	21	Minor

FOX RIVER WEST BASIN

Outfall #	Subbasin #	Pipe Size (Inches)	Type of Outfall
FW060-1	FW060	18	Major
FW070-1	FW070	60X87	Major
FW090-1	FW090	18	Major
FW100-1	FW100	30	Major
FW100-2	FW100	42	Major
FW180-1	FW180	60	Major
FW200-1	FW200	72	Major
FW280-1	FW280	72	Major
FW290A-1	FW290A	72	Major
FW200-2	FW200	42	Major
FW200-3	FW200	36	Major
FW200-4	FW200	30	Major
FW200-5	FW200	42	Major
FW280-2	FW280	42	Major
FW290-1	FW290	52	Major
FW290-2	FW290	54	Major
FW290-3	FW290	42	Major
FW290-4	FW290	42	Major
FW290-5	FW290	36	Major
FW310-1	FW310	24	Major
FW290-6	FW290	15	Minor
FW020-1	FW020	12	Minor
FW155-1	FW155	8	Minor
FW160-1	FW160	8	Minor
FW010-1	FW010	24	Minor
FW040A-1	FW040A	15	Minor
FW040A-2	FW040A	18	Minor
FW120-1	FW120	16	Minor
FW130-1	FW130	16	Minor
FW140-1	FW140	12	Minor
FW150-1	FW150	12	Minor
FW170-1	FW170	12	Minor
FW190A-1	FW190A	8	Minor
FW210-1	FW210	12	Minor
FW230-1	FW230	21	Minor
FW270-1	FW270	24	Minor
FW290-1	FW290	15	Minor
FW300-1	FW300	18	Minor
FW310-1	FW310	42	

FOX RIVER EAST BASIN

FE030-1	FE030	72	Major
FE050-1	FE050	65x40	Major
FE070-1	FE070	42	Major
FE110-1	FE110	38x60	Major
FE130A-1	FE130A	24x38	Major
FE130A-2	FE130A	24x38	Major
FE150-1	FE150	30	Major
FE150-2	FE150	42	Major
FE160-1	FE160	42	Major
FE190-1	FE190	24	Major
FE240-1	FE240	24	Major
FE270-1	FE270	60	Major
FE270-2	FE270	48	Major
FE280-2	FE280	48	Major
FE280-3	FE280	42	Major
FE260-1	FE260	36	Major
FE260-2	FE260	42	Major
FE290-1	FE290	42	Major
FE290-2	FE290	60	Major
FE280-1	FE280	12	Minor
FE010-1	FE010	30	Minor
FE070-2	FE070	24	Minor
FE140-1	FE140	24	Minor
FE210-1	FE210	24	Minor
FE230-1	FE230	21	Minor

FOX RIVER

FOX POINT BOAT LANDING

FE010-1

FE030-1

FE050-1

FE070-1

FE070-2

FE110-1

FE130-1

FE130-2

FE140-1

FE150-1

FE150-2

FE160-1

FE190-1

FE210-1

FE230-1

FE240-1

FE010

FE030

FE070

FE050

FE110

FE120

FE130A

FE140

FE150

FE160

FE170

FE190

FE210

FE230

FE240

ER010

ER030

ER040

ER050

FR010

LOATING ROCKS

LOCKS

VOYAGEUR PARK

BRAULT PARK

GEORGE ST. PARK

RISK

LEGION

ALLOUEZ DGE

WELLS PARK

BOAT RAMP

NATURE CENTER

WILCOX PARK

OPTIMIST PARK

MOUNT OLIVET CEMETERY

JIM MARTIN PARK

TRAIL

EAST

RIVER

PARKWAY

ER010-1

ER010-2

ER030-2

ER040-1

ER040-2

ER030-1

EAST RIVER

- N -

LEGEND

FOX RIVER EAST BASIN

EAST RIVER BASIN

MAJOR OUTFALL

MINOR OUTFALL

DE PERE

CITY OF DE PERE

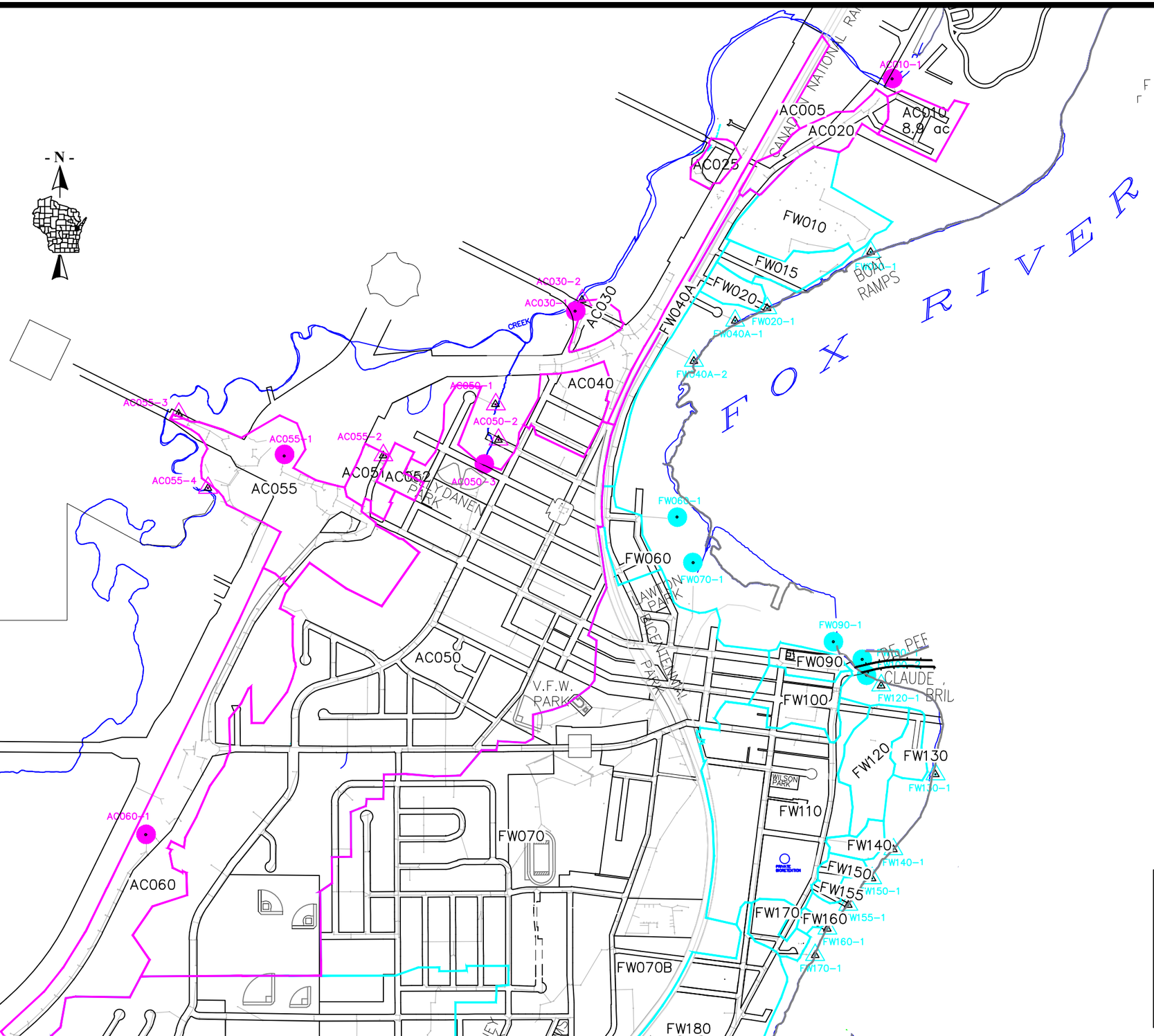
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

CITY OF DE PERE
MAJOR & MINOR OUTFALLS NE REGION

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS
1	03-2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	03-2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED
3	10-2023	MAL	MAJOR AND MINOR OUT

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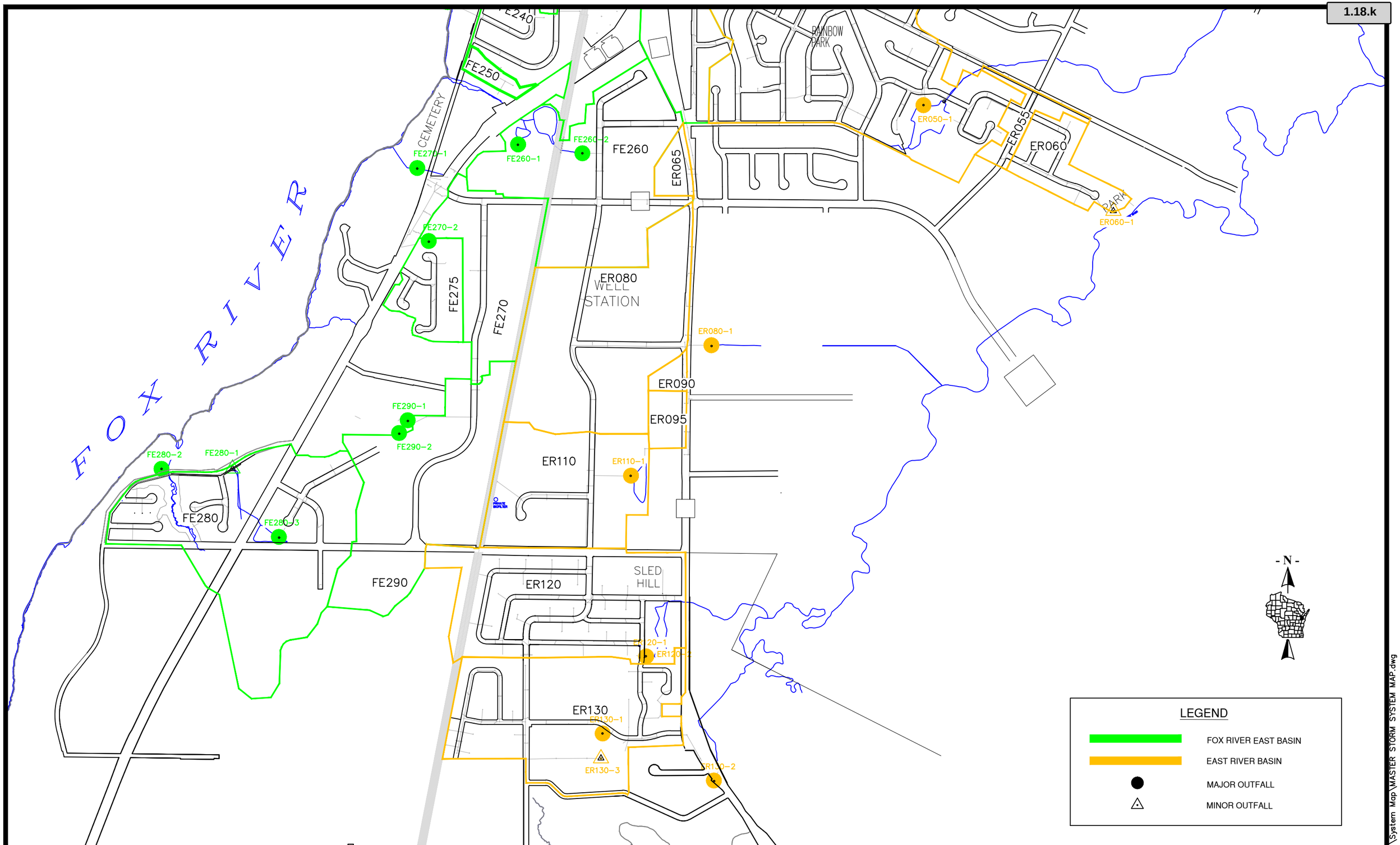
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CITY OF DE PERE
MAJOR & MINOR OUTFALLS NW REGION

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CITY OF DE PERE
MAJOR & MINOR OUTFALLS SE REGION

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AC100-1
AC210-1
AC210
AC100-4
AC160
AC160-1
AC105
AC AC100
AC105
AC110-1
AC110-2
AC120-1
AC130-1
AC110
AC120
AC130
AC140-2
AC140-1
AC140-3
AC100D
AC100-3
AC140
AC100-2
PARK
AC150-1
AC170-1
AC200
AC150
City Dr
AC170
AC200-1
AC180-1
AC180
CITY PARK
AC100-5
AC100-7
AC100-6
AC100-8
AC100-10
AC100-9
AC100-1
CANADIAN NATIONAL RAILWAY
FW280
FW280-2
FW270-1
FW280-1
FW290A
FW290A-1
FW290-1
FW290-3
FW290-2
KIWANIS PARK
FW300
FW300-1
AC100-3
FW290
FW290-4
FW290-6
FW290-5
FW310
FW310-1
FOX RIVER

LEGEND

- FOX RIVER WEST BASIN
- ASHWAUBEON CREEK BASIN
- MAJOR OUTFALL
- MINOR OUTFALL

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CITY OF DE PERE

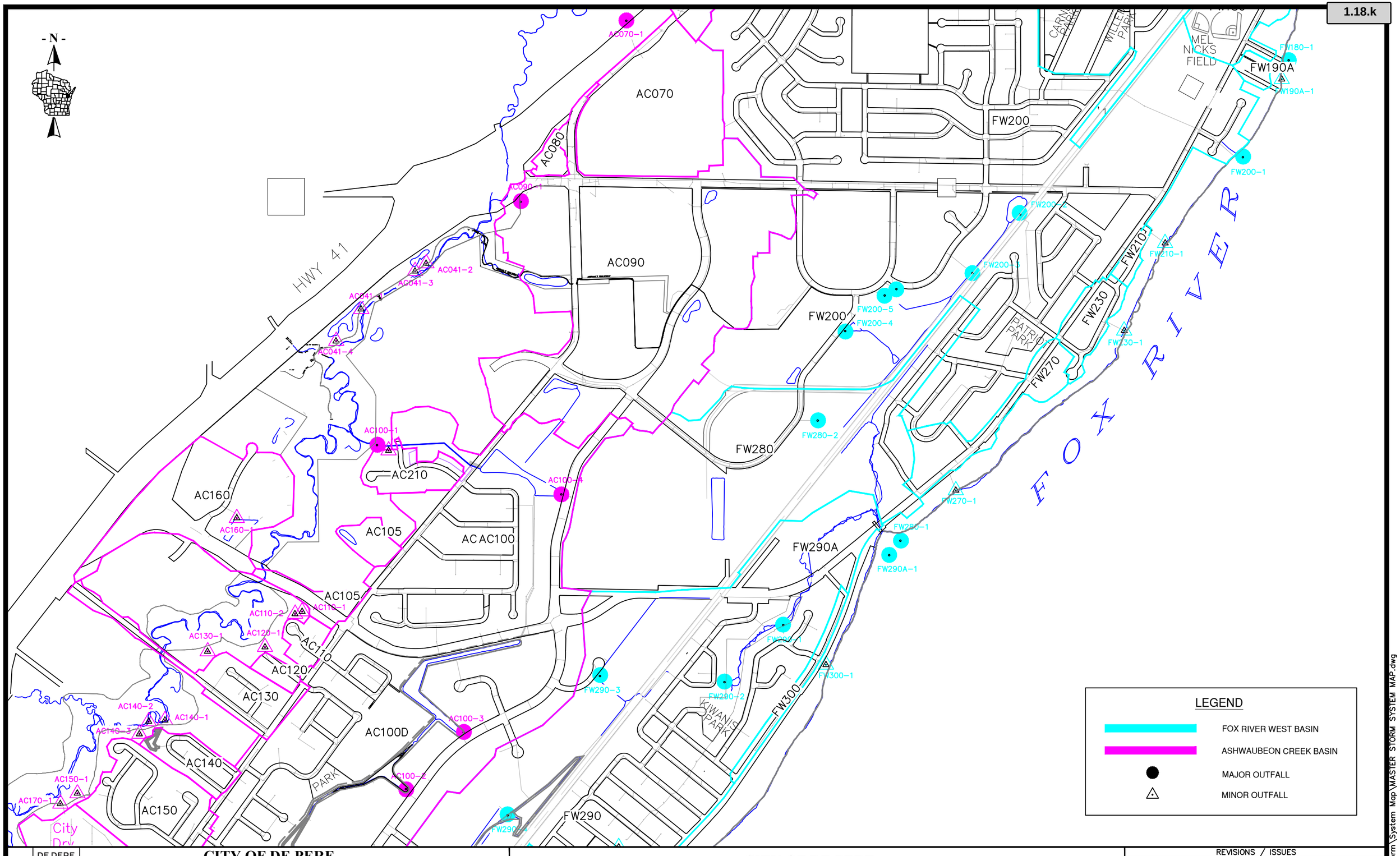
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ASHWAUBENON CREEK - CITY OF DE PERE, WI
Modifications/Upgrades for TSS Reduction
2023 MS4 Annual Report
Last Update -October 24, 2023

Modifications/Upgrades to Existing Basins

	Beginning of Year Totals 2022						Calender Year 2023 Modifications						End of Year Totals (Carry to Next Year) (See Note 2)					
Basin	Area (acres) (Note 2)	Total Suspended Solids No Controls (lbs/acre/yr)	Total Suspended Solids No Controls (lbs/yr) (Note 2)	Total Suspended Solids With Controls (lbs/yr) (Note 2)	Percent TSS Reduction (Note 2)	TSS Reduction	Area Modifications (acres)	Total Suspended Solids No Controls - New Treatment Area (lbs/yr)	Modeled Percent TSS Reduction	Total Suspended Solids Reduction (lbs/year)	Additional Suspended Solids Reduction (lbs/year)	Comment - 2023 Changes	Area (acres) (Note 2)	Total Suspended Solids No Controls (lbs/yr) (Note 2)	Total Suspended Solids With Controls (lbs/yr) (Note 2)	Percent TSS Reduction (Note 2)	TSS Reduction	Comment for Next Year
AC005	16.119	477	7,694	7,556	1.8%	138							16.119	7,694	7,556	1.8%	138	
AC010	8.923	265	2,361	2,038	13.7%	323							8.923	2,361	2,038	13.7%	323	
AC020	10.718	326	3,495	3,023	13.5%	472							10.718	3,495	3,023	13.5%	472	
AC025	3.4	488	1,659	1,445	12.9%	214							3.4	1,659	1,445	12.9%	214	
AC030	4.6	488	2,247	1,957	12.9%	290							4.6	2,247	1,957	12.9%	290	
AC040	13.183	310	4,089	3,402	16.8%	687							13.183	4,089	3,402	16.8%	687	
AC050	299.958	288	86,388	54,252	37.2%	32,136							299.96	86,388	54,252	37.2%	32,136	
AC051	5.13	288	1,477	286	80.6%	1,191							5.13	1,477	286	80.6%	1,191	
AC052	3.38	0	0	0		0							3.38	0	0		0	
AC055	24.34	502	12,225	3,741	69.4%	8,484							24.34	12,225	3,741	69.4%	8,484	
AC060	50.506	489	24,719	8,133	67.1%	16,587							50.506	24,719	8,133	67.1%	16,587	
AC070	68.77	479	32,916	9,414	71.4%	23,502							68.77	32,916	9,414	71.4%	23,502	
AC080	3.999	502	2,009	701	65.1%	1,308							3.999	2,009	701	65.1%	1,308	
AC090	226.369	448	101,364	29,598	70.8%	71,766							226.369	101,364	29,598	70.8%	71,766	
AC100	620.065	263	163,073	32,615	80.0%	130,458							610.305	160,506	32,101	80.0%	128,405	Show revised AC100 in 2024
							(9.76)	-2,567	80.0%	-2,054	-2,054	Acres being treated by the new pond in Basin AC210						Add these two areas together in 2024
	15.92	263	4,187	617	85.3%	3,570							15.92	4,187	617	85.3%	3,570	
AC105	15.254	267	4,069	1,424	65.0%	2,645							15.254	4,069	1,424	65.0%	2,645	
AC110	6.497	203	1,320	254.76	80.7%	1,065							6.497	1,320	254.76	80.7%	1,065	
AC120	3.993	197	788	646	18.0%	142							3.993	788	646	18.0%	142	
AC130	23.238	235	5,466	3,110	43.1%	2,356							23.238	5,466	3,110	43.1%	2,356	
AC140	12.462	195	2,428	410	83.1%	2,018							12.462	2,428	410	83.1%	2,018	
AC150	41.82	160	6,681	1,276	80.9%	5,405							41.82	6,681	1,276	80.9%	5,405	
AC160	60.318	343	20,717	4,744	77.1%	15,973							60.318	20,717	4,744	77.1%	15,973	
AC170	68.77	479	32,916	5,958	81.9%	26,958							68.77	32,916	5,958	81.9%	26,958	
AC180	17.352	49	843	26	96.9%	817							17.352	843	26	96.9%	817	
AC190	18.64	109	2,032	248	87.8%	1,784							23.78	2,592	316	87.8%	2,276	
AC 200A	51.7	540	27,918	4,662	83.3%	23,256							51.70	27,918	4,662	83.3%	23,256	
AC210	5.14	175	899	854	5.0%	45	5.14	899	81.1%	729	684	New treatment area only	14.90	2,607	493	81.1%	2,114	Add these two areas together in 2024
							9.76	2,567	81.1%	2,082	2,082	Area from Basin 100 being treated in new pond.						
Total	1,625.08		527,163	176,875	66.4%	373,544					712		1,705.70	555,682	181,585	67.3%	374,097	

Assumptions
(1) Agricultural lands in the Lower Fox River Mainstream HUC-12 are discharging 540lbs/acre of TSS. Assume a 5% TSS reduction.
(2) Formula Based. This should not change from year to year unless acreage is changed from on HUC-12 to another or new area is added.

EAST RIVER - CITY OF DE PERE, WI
Modifications/Upgrades for TSS Reduction
2023 MS4 Annual Report
Last Update - October 23, 2023

Modifications/Upgrades to Existing Basins

	End of Year Totals 2022						Calender Year 2023 Modifications						End of Year Totals (Carry to Next Year) (See Note 2)					
Basin	Area (acres)	Total Suspended Solids No Controls (lbs/acre/yr)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	Additional Area Treated (acres)	Total Suspended Solids No Controls - New Treatment Area (lbs/yr)	Modeled Percent TSS Reduction	Total Suspended Solids Reduction (lbs/year)	Additional Suspended Solids Reduction (lbs/year)	Comment - 2023 Changes	Area (acres)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	Comment for Next Year
ER010	241.222	216	52,164	4,747	90.9%	47,417							241.222	52,164	4,747	90.9%	47,417	
ER030	289.329	207	59,872	18,800	68.6%	41,072							289.33	59,872	18,800	68.6%	41,072	
ER040	130.973	265	34,659	14,072	59.4%	20,587							130.973	34,659	14,072	59.4%	20,587	
ER050	208.635	209	43,577	9,413	78.4%	34,164							208.635	43,577	9,413	78.4%	34,164	
ER055	10.819	202	2,188	1,794	18.0%	394							10.819	2,188	1,794	18.0%	394	
ER060	22.444	192	4,308	1,055	75.5%	3,253							22.444	4,308	1,055	75.5%	3,253	
ER065	7.053	430	3,031	2,667	12.0%	364							7.053	3,031	2,667	12.0%	364	
ER080	105.288	470	49,455	6,182	87.5%	43,273							105.288	49,455	6,182	87.5%	43,273	
ER090	4.046	517	2,090	1,904	8.9%	186							4.046	2,090	1,904	8.9%	186	
ER095	8.325	421	3,503	3,219	8.1%	284							8.325	3,503	3,219	8.1%	284	
ER110	68.139	505	34,436	8,471	75.4%	25,965							68.139	34,436	8,471	75.4%	25,965	
ER120	96.119	234	22,496	7,514	66.6%	14,982							96.12	22,496	7,514	66.6%	14,982	
ER130	59.574	308	18,376	2,811	84.7%	15,564							59.574	18,376	2,811	84.7%	15,564	
Total	1,252.0		330,155	82,649	75.0%	247,506					0		1,252.0	330,155	82,649	75.0%	247,506	

Assumptions
(1) Agricultural lands in the Lower Fox River Mainstream HUC-12 are discharging 540lbs/acre of TSS. Assume a 5% TSS reduction.
(2) Move this End of Year Totals to Beginning of Year Totals for the next calendar year. Delete extra rows at the beginning of each year. These are the rows that summarize multiple actions within a basin.

LOWER FOX RIVER MAINSTREAM - CITY OF DE PERE, WI
Modifications/Upgrades for TSS Reduction
2023 MS4 Annual Report
Last Update -October 30, 2023

Modifications/Upgrades to Existing Basins

	End of Year Totals 2022						Calender Year 2023 Modifications						End of Year Totals 2023					
Basin	Area (acres)	Total Suspended Solids No Controls (lbs/acre/yr)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	Area Modifications (Acres)	Total Suspended Solids No Controls - New Treatment Area (lbs/yr)	Modeled Percent TSS Reduction	Total Suspended Solids Reduction (lbs/year)	Additional Suspended Solids Reduction (lbs/year)	Comment - 2023 Changes	Area (acres)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	Comment for Next Year
FE010	64.606	273	17,624	15,491	12.10%	2,133							64.606	17,624	15,491	12.10%	2,133	
FE030	123.12	232	28,563	24,421	14.50%	4,142							123.12	28,563	24,421	14.50%	4,142	
FE050	159.27	214	34,055	27,891	18.10%	6,164							159.27	34,055	27,891	18.10%	6,164	
FE070	40.76	300	12,247	10,006	18.30%	2,241	40.76	12,247	72.21%	8,843	6,602	Pond constructed in 2023	40.76	12,247	3,403	72.21%	8,843	
		300					1.97	591	72.21%	427	427	Area added with pond and storm sewer installation	1.97	591	164	72.21%	427	Add to the overall FE070 for 2024 making the total of 42.73 acres
FE110	139.2	242	33,658	28,037	16.70%	5,621							139.2	33,658	28,037	16.70%	5,621	
FE120	1.82	387	704	580.096	17.60%	124							1.82	704	580.096	17.60%	124	
FE130	36.029	284	10,243	8,481	17.20%	1,762							36.029	10,243	8,481	17.20%	1,762	
FE140	2.789	139	388	347.26	10.50%	41							2.789	388	347.26	10.50%	41	
FE150	127.311	268	34,093	28,808	15.50%	5,284							127.311	34,093	28,808	15.50%	5,284	
FE160	42.629	215	9,165	7,735	15.60%	1,430							42.629	9,165	7,735	15.60%	1,430	
FE170	6.249	166	1,040	877.76	15.60%	162							6.249	1,040	877.76	15.60%	162	
FE190	17.59	835	14,679	12,374	15.70%	2,305							17.59	14,679	12,374	15.70%	2,305	
	51.87	250	12,968	1504	88.40%	11,463							51.87	12,968	1504	88.40%	11,463	
FE210	30.413	195	5,937	4,928	17.00%	1,009							30.413	5,937	4,928	17.00%	1,009	
FE230	13.221	214	2,830	2,355	16.80%	475							13.221	2,830	2,355	16.80%	475	
FE240	56.309	246	13,866	9,706	30.00%	4,160							56.309	13,866	9,706	30.00%	4,160	
FE250	4.965	201	997	816.543	18.10%	180							4.965	997	816.543	18.10%	180	
FE260	104.219	416	43,355	8,671	80.00%	34,684							104.219	43,355	8,671	80.00%	34,684	
FE270	42.165	457	19,269	17,689	8.20%	1,580							42.165	19,269	17,689	8.20%	1,580	
			0	0		0								0	0		0	
FE275	23.216	291	6,761	1,258	81.40%	5,503							23.216	6,761	1,258	81.40%	5,503	
FE280	124.622	257	32,013	19,464	39.20%	12,549							124.62	32,013	19,464	39.20%	12,549	
FE290	40.108	346	13,877	1749	87.40%	12,129							40.11	13,877	1749	87.40%	12,129	
	58.21	540	31,433	3961	87.40%	27,473							58.21	31,433	3961	87.40%	27,473	
FE310			0	0	5.00%	0								0	0	5.00%	0	
FW010	25.055	142	3,567	991.626	72.20%	2,575							25.055	3,567	991.626	72.20%	2,575	
FW015	8.853	182	1,615	1,360	15.80%	255							8.853	1,615	1,360	15.80%	255	
FW020	3.298	201	662	541.516	18.20%	120							3.298	662	541.516	18.20%	120	
FW040	10.493	426	4,468	4,218	5.60%	250							10.493	4,468	4,218	5.60%	250	
FW060	7.785	233	1,812	1,535	15.30%	277							7.785	1,812	1,535	15.30%	277	
FW070	323.861	264	85,651	73,746	13.90%	11,906							323.86	85,651	73,746	13.90%	11,906	
			0	0		0									0		0	
FW090	4.984	401	2,000	1,680	16.00%	320							4.984	2,000	1,680	16.00%	320	
FW100	11.052	376	4,156	3,441	17.20%	715							11.052	4,156	3,441	17.20%	715	
FW110	63.639	264	16,817	14,497	13.80%	2,321							63.64	16,817	14,497	13.80%	2,321	
FW120	13.135	332	4,366	3,890	10.90%	476							13.135	4,366	3,890	10.90%	476	
FW130	4.476	335	1,498	1,336	10.80%	162							4.476	1,498	1,336	10.80%	162	
FW140	3.62	335	1,211	1,080	10.80%	131							3.62	1,211	1,080	10.80%	131	
FW150	2.691	329	886	788.54	11.00%	97							2.691	886	788.54	11.00%	97	
FW155	1.111	201	223	182.637	18.10%	40							1.111	223	182.637	18.10%	40	
FW160	1.022	201	205	167.895	18.10%	37							1.022	205	167.895	18.10%	37	
FW170	5.628	218	1,226	1,008	17.80%	218							5.628	1,226	1,008	17.80%	218	
FW180	38.228	179	6,854	5,826	15.00%	1,028							38.228	6,854	5,826	15.00%	1,028	
FW190	3.672	201	737	603.603	18.10%	133							3.672	737	603.603	18.10%	133	
FW200	509.021	306	155,608	89,941	42.20%	65,666							509.02	155,607	89,941	42.20%	65,666	
FW200	120.77	306	36,956	7,354	80.10%	29,601							120.77	36,956	7,354	80.10%	29,601	
FW210	3.561	201	715	585.585	18.10%	129							3.561	715	585.585	18.10%	129	
FW230	13.484	201	2,708	2,218	18.10%	490							13.484	2,708	2,218	18.10%	490	
FW270	22.826	200	4,565	3,743	18.00%	822							22.826	4,565	3,743	18.00%	822	
FW280	189.281	472	89,344	32,521	63.60%	56,823							189.281	89,344	32,521	63.60%	56,823	
	12.93	201	2,599	2,131	18.00%	468							12.93	2,599	2,131	18.00%	468	
FW290	321.329	312	100,255	38,698	61.40%	61,556							321.329	100,255	38,698	61.40%	61,556	
FW300	7.598	211	1,606	1,327	17.40%	279	(7.598)	-2,279	72.21%	-1,646	-1,925	This area is not being treated in Basin AC100	0	0	0	17.40%	0	This was moved to AC100 in 2022. Delete this in 2024
FW310	59.88	0	0	0	5.00%	0							92.9	0	0	5.00%	0	
			0															
Total	3,103.97		912,076	532,563	41.61%	379,513	35.13				5,104		3,131.37	911,060	524,798	42.40%	386,262	

Assumptions
(1) Agricultural lands in the Lower Fox River Mainstream HUC-12 are discharging 540lbs/acre of TSS. Assume a 5% TSS reduction.
(2) Move this End of Year Totals to Beginning of Year Totals for the next calendar year. Delete extra rows at the beginning of each year. These are the rows that summarize multiple actions within a basin.

2023 ANNUAL REPORT



NORTHEAST WISCONSIN STORMWATER CONSORTIUM



2023 ANNUAL REPORT

NEWSC Mission:
To facilitate efficient implementation of stormwater programs locally and regionally that will meet DNR and EPA regulatory requirements and maximize the benefit of stormwater activities to the watershed by:

- Fostering partnerships
- Sharing Information
- Seeking Administrative Efficiency
- Pooling Financial Resources

The Northeast Wisconsin Stormwater Consortium was formed in 2005 as a subsidiary of the Fox-Wolf Watershed Alliance. The consortium is a collaborative of members with leadership elected annually from within its membership.

NORTHEAST WISCONSIN STORMWATER CONSORTIUM

PO Box 1861
Appleton, Wi 54912

NEWSC Coordinator: Alyssa Reinke
Email: Alyssa@fwwa.org
Phone: (920)851-4336

2023
NEWSC Members

Brown County
Calumet County
Fond du Lac County
Outagamie County
Winnebago County

City of Appleton
City of De Pere
City of Fond du Lac
City of Green Bay
City of Kaukauna
City of Manitowoc
City of Marinette
City of Menasha
City of Neenah
City of Oshkosh
City of Two Rivers

Town of Algoma
Town of Black Wolf
Town of Buchanan
Town of Clayton
Town of Fond du Lac
Town of Friendship
Town of Grand Chute
Town of Lawrence
Town of Ledgeview
Town of Neenah
Town of Omro
Town of Scott
Town of Taycheedah
Town of Vinland

Village of Allouez
Village of Ashwaubenon
Village of Bellevue
Village of Combined Locks
Village of Eden
Village of Fox Crossing
Village of Greenville
Village of Harrison
Village of Hobart
Village of Howard
Village of Kimberly
Village of Little Chute
Village of N. Fond du Lac
Village of Sherwood
Village of Suamico

University of WI – Oshkosh

AECOM
Ayres Associates
Brown & Caldwell
Cedar Corporation
Contech Construction
County Materials
Davel Engineering
Mach IV Engineering & Surveying
Martenson & Eisele
Mau & Associates
McMAHON Group
Mead & Hunt
MSA Professional Services
raSmith
Robert E. Lee Associates
Ruekert & Mielke
Westwood Professional Services

NEWSC

Renew Our Waters

Every choice counts.

ANNUAL REPORT PART 2: STORMWATER PROGRAM EVALUATION - MINIMUM CONTROL MEASURES MCM #1 PUBLIC EDUCATION & OUTREACH

Topic #1: Illicit Discharge Detection & Elimination

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Carpet Cleaning Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Professional-Carpet-Cleaning.pdf
Carpet Cleaning Website	http://www.renewourwaters.org/carpet-cleaning-2/
Carpet Cleaning Website Updated	https://fwwa.org/2023/01/18/carpet-cleaning/
Greenhouses, Garden Centers, & Nurseries Fyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Garden-Centers.pdf
Professional Power Washing Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Power-washing-for-the-professional-washer.pdf
Power Washing Website	http://www.renewourwaters.org/power-washing/
Concrete Washout Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Concrete-Washout.pdf
Construction Site Erosion & Sediment Control	http://www.renewourwaters.org/wp-content/uploads/2019/07/Construction-BMPs-Erosion-Sediment-Control.pdf
Dumpster Management Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Dumpster-Management-bilingual-pamphlet.pdf
Dumpster Managment Poster	https://drive.google.com/file/d/1736Sg155_XWFND0kH4nHq1MQowgiuD8_/view?usp=sharing
Parking Lot Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Parking-Lot-BMP.pdf

Did you have inspectors in your community stop by any businesses this year?
Did they do illicit discharge inspections and meet with area businesses about illicit discharge?
If so, you can record those interactions as active outreach.

MCM #1 PUBLIC EDUCATION & OUTREACH

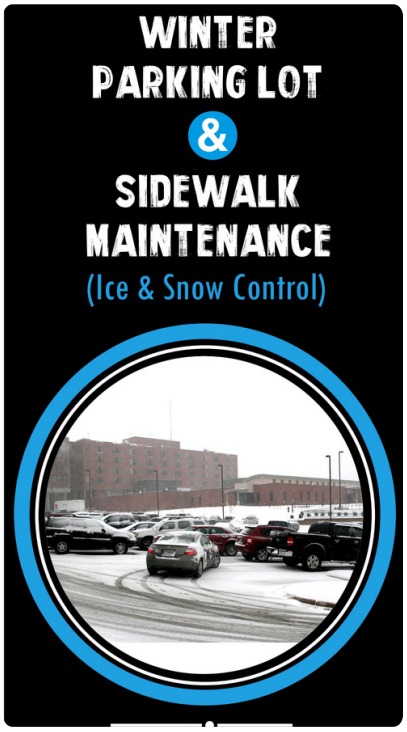
Topic #1: Illicit Discharge Detection & Elimination

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Parking Lot Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Parking-Lot-BMP.pdf
Winter Parking Lot Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/11/Parking-Lot-Maintenance-Winter-BMPs.pdf
Fish Don't Swim in Chlorine Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Pool-Spa-Discharge.pdf
Fish Don't Swim in Chlorine Website	http://www.renewourwaters.org/pools-and-spas/
Fish Don't Swim in Chlorine Website Updated	https://fwwa.org/2023/01/18/fish-dont-swim-in-chlorine-2/





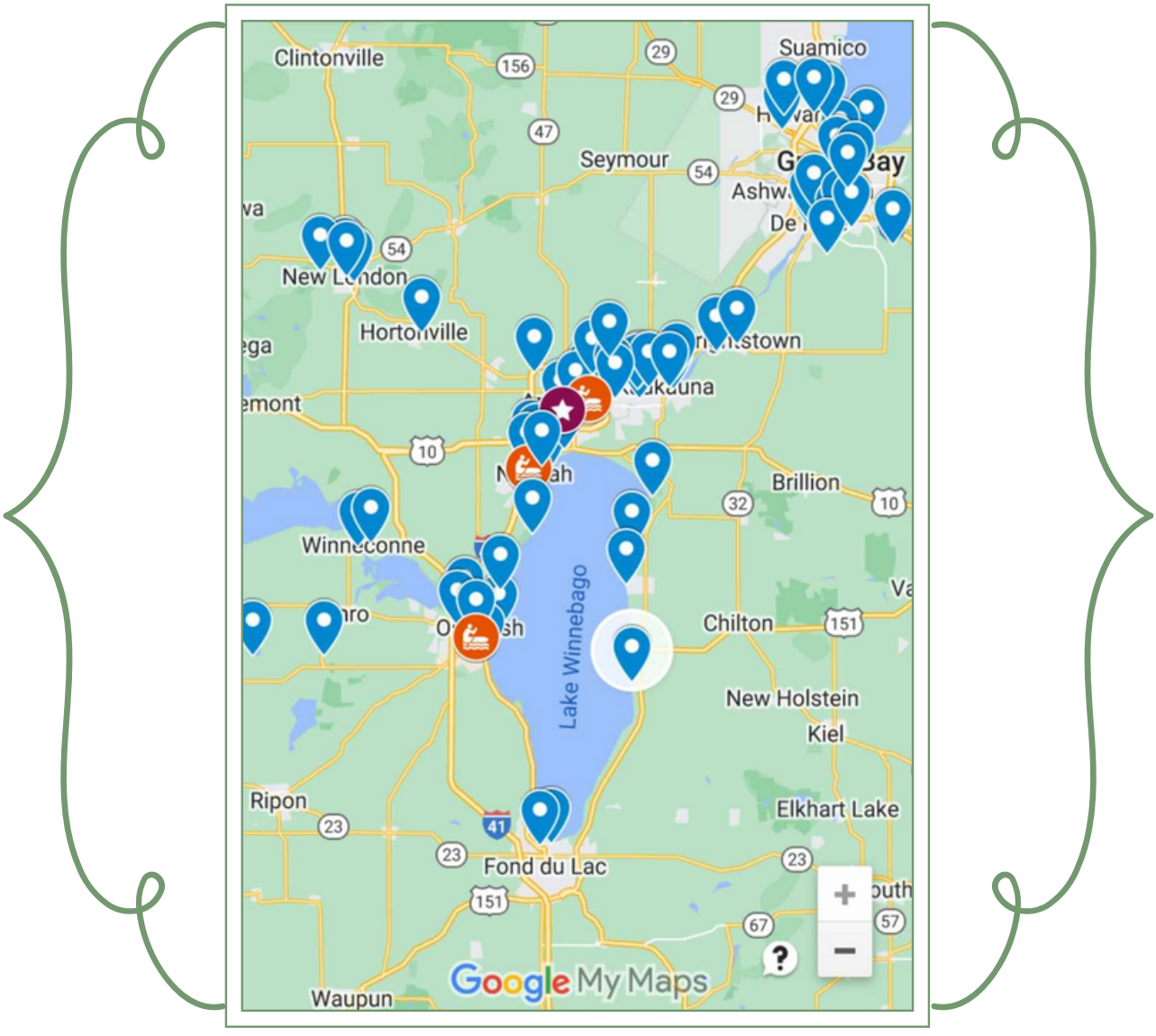


Did you have inspectors in your community stop by any businesses this year?
Did they do illicit discharge inspections and meet with area businesses about illicit discharge?
If so, you can record those interactions as active outreach.

NEWSC ACTIVE PRESENTATION DELIVERY ON BEHALF OF MEMBERS: ANNUAL WATERSHED CLEANUP - IDDE EDUCATION FOR VOLUNTEERS

Fox-Wolf Watershed Alliance hosts Northeast Wisconsin's largest volunteer trash cleanup May 6, 2023. We continue to add sites every year. Over 1,600 volunteers joined us in 2023 to clean up over 65 public sites in our watershed. Volunteers started the morning by meeting at their assigned sites, with their site leaders. They learn about trash collection and pollution (illicit discharge) in addition to how to properly retrieve, collect, and dispose of it. After the cleanup, trash weights are totaled and volunteers join us for our annual Cleanup Picnic. Fox-Wolf staff work the event to assist in the fun activities, but also to interact and educate the participants.

There are 65+ cleanup sites located along the Fox River, the Wolf River, Lake Butte des Morts, Lake Winnebago, Lake Winneconne, the East River, the bay of Green Bay, and more throughout the Fox-Wolf River Basin. If your community would like a site added for 2024, contact Sharon (CleanUp@fwwa.org). Sites should have public access. Communities are asked to provide a site leader for the 1st year.



***Additional data and volunteer trash totals can be found under MCM #2 Public Involvement and Participation (Volunteer Activities)**

NEWSC ACTIVE PRESENTATION DELIVERY ON BEHALF OF MEMBERS: ANNUAL WATERSHED CLEANUP - IDDE EDUCATION FOR VOLUNTEERS CONTINUED

*Total number of active education participants by community

Municipality	Number of Volunteers
Allouez	19
Appleton	196
Brown County	71
Calumet County	48
Combined Locks	41
De Pere	42
Fond du Lac	98
Fox Crossing	20
Grand Chute	11
Green Bay	114
Hortonville	52
Howard	23
Kaukauna	76
Kimberly	63
Ledgeview	38
Little Chute	56
Menasha	76
Neenah	118
New London	35
Oshkosh	226
Winnebago County	87
Winneconne	43
Wrightstown	24







NEWSC ACTIVE PRESENTATION DELIVERY ON BEHALF OF MEMBERS: 2023/2024 CHLORIDE MONITORING - IDDE EDUCATION FOR VOLUNTEERS

Chloride volunteers were trained and received active participation education. During trainings, participants learned about chlorides and their impact on our waterways, proper winter salting/maintenance practices, and Documentation numbers are below and detailed data and photos can be found on the Google Map.
https://www.google.com/maps/d/u/0/viewer?mid=1hBOxrw1PIrzz9bsalgCTdElFGvjdrM0&ll=44.371693999171775%2C-88.29907499999997&z=8

Virtual/Online training recording:
https://drive.google.com/file/d/1km9X-ez1lStSyE5hVRooJNMlkq7hF4Qr/view?usp=sharing

*Total number of active education participants by community

Municipality	Number of Active Education Volunteers
Brown County	2
Fond du Lac County	1
Outagamie County	3
Winnebago County	1
City of Fond du Lac	2
City of Green Bay	1
City of Menasha	1
City of Oshkosh	2

Municipality	Number of Active Education Volunteers
Town of Algoma	1
Town of Grand Chute	1
Town of Ledgeview	1
Town of Neenah	1
Town of Vinland	1
Village of Fox Crossing	1
Village of Harrison	1
Village of Howard	1

***Additional data and volunteer totals can be found under MCM #2 Public Involvement and Participation (Volunteer Activities)**

Topic #2: Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Household Hazardous Waster Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Household-Hazardous-Waste.pdf
Hazardous Waste Website	https://www.renewourwaters.com/our-pets-our-waters/
Household Hazardous Waste Website Updated	https://fwwa.org/2023/01/18/household-hazardous-waste/
Carpet Cleaning Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/carpet-cleaning.pdf
Carpet Cleaning Website	http://www.renewourwaters.org/carpet-cleaning-2/
Carpet Cleaning Website Updated	https://fwwa.org/2023/01/18/carpet-cleaning/
Kids Can Help Too Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Kids-can-help-too.pdf
Kids Can Help Too Website	http://www.renewourwaters.org/kids-can-help-too-3/
Kids Can Help Too Website Updated	https://fwwa.org/2023/01/18/kids-can-help-too/
Good Dog, Good Owner Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Good-Dog-Good-Owner.pdf
Good Dog, Good Owner Website	http://www.renewourwaters.com/our-pets-our-waters/
Good Dog, Good Owner Website Update	https://fwwa.org/2023/01/18/good-dog-good-owner/
Good Dog, Good Owner Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/Good-Dog-Good-Owner-Web-Ready.png

***Did you exhibit or do any community presentations that hit on these topics? If so, you can record those interactions as active outreach.**

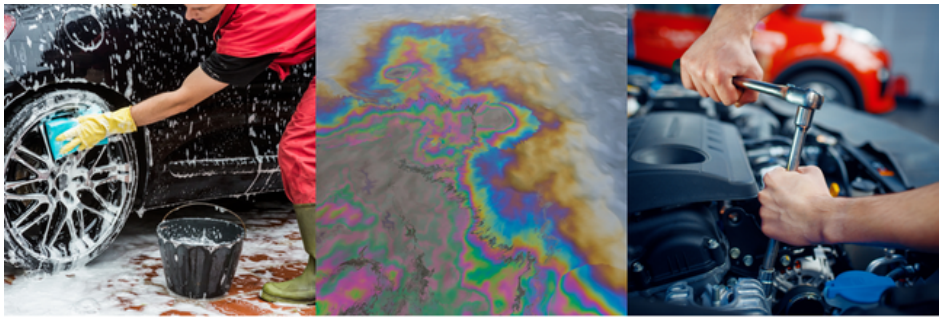
Did you issues dog licenses? If you do and you talked with residents about proper pet waste management you can claim that interaction as active education.

Did you host a household hazardous waste collection day? If you did and you talked with residents about impacts of improper disposal, count this as active outreach.

Topic #2: Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing Continued

Power Washing Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Power-Washing-Home.pdf
Power Washing Website	http://www.renewourwaters.org/power-washing/
Fish Don't Swim in Chlorine Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Pool-Spa-Discharge.pdf
Fish Don't Swim in Chlorine Website	http://www.renewourwaters.org/pools-and-spas/
Fish Don't Swim in Chlorine Website Updated	https://fwwa.org/2023/01/18/fish-dont-swim-in-chlorine-2/
Vehicle Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Vehicle-Maintenance.pdf
Vehicle Maintenance Website	http://www.renewourwaters.org/vehicle-maintenance-2/
Vehicle Maintenance Website Updated	https://fwwa.org/2023/01/18/vehicle-maintenance/
Car Washing Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/Car-on-GrassSM.jpg

In 2023, we started to update and reformat a lot of our content. If you did not see our new website for Renew Our Waters, please check it out. There is still content being added in 2024.
https://fwwa.org/what-we-do/renew-our-waters/
Additionally, NEWSC educational flyers can be found through the member portal.
https://fwwa.org/what-we-do/newsc/newsc-member-resources/



***Did you exhibit or do any community presentations that hit on these topics? If so, you can record those interactions as active outreach.**
Do you issue permits for pools? If you do and you talked with residents about pool or spa discharge you can claim that interaction as active education.

Topic #3: Yard Waste Management/Pesticide and Fertilizer Application

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.



Leave Your Leaves on Land Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Leave-Your-Leaves-on-Land.pdf
Leave Your Leaves on Land Website	http://www.renewourwaters.org/leave-your-leaves-on-land/
Leave Your Leaves on Land Website Updated	https://fwwa.org/2023/09/26/leaveyourleavesonland/
The Perfect Lawn Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Perfect-Lawn.pdf
The Perfect Lawn Website	https://www.renewourwaters.org/the-perfect-lawn-3/
Perfect Landscapes Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Pefect-Landscape-7.9.19.pdf
Perfect Landscapes Website	http://www.renewourwaters.org/the-perfect-landscape/
Perfect Landscapes Website Updated	https://fwwa.org/2023/01/18/the-perfect-landscape/
Kids Can Help Too Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Kids-can-help-too.pdf
Kids Can Help Too Website	http://www.renewourwaters.org/kids-can-help-too-3/
Kids Can Help Too Website Updated	https://fwwa.org/2023/01/18/kids-can-help-too/

***Did you exhibit or do any community presentations that hit on these topics?**
If so, you can record those interactions as active outreach.
Do you have a yard waste disposal site or require a permit/pass? If you do and you talked with residents about yard waste management you can claim that interaction as active education.

Topic #3: Yard Waste Management/Pesticide and Fertilizer Application Continued

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Ice & Snow Control Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Leave-Your-Leaves-on-Land.pdf
Ice & Snow Control Website	http://www.renewourwaters.org/ice-and-snow-control-3/
Ice & Snow Control Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/leaf-collection.jpg
Sweep Grass Clippings Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/grassclippingsROW.jpg

***Did you exhibit or do any community presentations that hit on these topics?**
If so, you can record those interactions as active outreach.



In 2023, we started to update and reformat our content. If you did not see our new website for Renew Our Waters, please check it out. There is still content being added in 2024. Please note, the links to the previous Renew Our Waters website will become inactive in 2024. If you link to the old site on any of your pages, make sure to update these in 2024.

https://fwwa.org/what-we-do/renew-our-waters/

Additionally, NEWSC educational flyers can be found through the member portal.

https://fwwa.org/what-we-do/newsc/newsc-member-resources/

Topic #4: Stream and Shoreline Management

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Restore Your Shore Flyer	https://drive.google.com/file/d/1Qcel0qumtuyfu204Qg9kMFa1BSZjb4DA/view?usp=sharing

***Did you meet with homeowners to educate them on streambank erosion and BMPs to reduce erosion? You can record these discussions as active outreach.**

Topic #5: Residential Infiltration

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Rain Barrel Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/04/Rain-Barrels-Handout.pdf
Rain Barrel Website	http://www.renewourwaters.org/rain-barrels/
Rain Barrel Website Updated	https://fwwa.org/2023/01/18/rain-barrels-2/
The Perfect Lawn Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Perfect-Lawn.pdf
The Perfect Lawn Website	https://www.renewourwaters.org/the-perfect-lawn-3/
Perfect Landscapes Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Pefect-Landscape-7.9.19.pdf
Perfect Landscapes Website	http://www.renewourwaters.org/the-perfect-landscape/
Perfect Landscapes Website Updated	https://fwwa.org/2023/01/18/the-perfect-landscape/
Grass Clippings Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/grassclippingsROW.jpg

***Did you host a rain barrel workshop? If so, claim active outreach for this topic.**

Topic #6: Construction Sites/Post Construction Stormwater Management

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Stormwater & the Construction Industry Poster	http://www.renewourwaters.org/wp-content/uploads/2019/07/Construction-BMPs-Erosion-Sediment-Control.pdf
Erosion & Sediment Control Pocket Field Guide	https://drive.google.com/file/d/1TBtgl61znizXDZyLoDRVRVNhxThD40kH/view?usp=sharing

***Did you have active discussions regarding construction site erosion control? If you used these materials or other educational materials and had meetings/trainings (even 1 on 1 meetings with builders/contractors/inspectors) then you can record that interaction as an active outreach. This training may have included the NEWSC Excal Video below.**

Excal Visual Videos on Erosion Control available for member checkout in 2023

"Ground Control" – Stormwater for Construction BMPs

This employee training kit is designed to show employees how erosion, sediments and other potential surface water pollutants are controlled at construction sites. The program focuses on Best Management Practices (BMPs) that are widely used at most construction sites including: silt fence, stabilized entrances/exits, drop inlet protectors and others. The program illustrates how these BMPs work and how they can fail. (14 minutes)
Click here to preview from Excal Visual's site:
https://www.excalvisual.com/ground-control-extended-preview

BMP Master List

The purpose of the Stormwater Quality Management BMP master list is to allow MS4 and Public Works managers to easily search available stormwater and erosion control BMPs based on target pollutants, WDNR Technical Standards, and keywords. The master list provides insight into the benefits and limitations of each BMP, allowing the user to have a brief understanding of each device to help guide decision making when implementing or reviewing projects. The spreadsheet can be found on the NEWSC member resources page on newsc.org and HERE.

Model Ordinance Reference Guides

NEWSC's Construction Site Erosion Control Reference Guide and Post-Construction Pollution Control Reference Guide – the companion documents to NEWSC's model ordinances – have been updated and are available for member use. The documents can be found on the NEWSC member resources page on newsc.org.

TOPIC #7: POLLUTION PREVENTION

The resources below were created by NEWSC and are available for NEWSC members to print and post by time clocks for training municipal staff. If used in the manner above: Delivery Mechanism would be passive.

Fleet Maintenance	https://drive.google.com/file/d/1fIRY40S5nhHZU_7cIwGTHtDfwgLt7wbu/view?usp=sharing
Land Disturbances	https://drive.google.com/file/d/1VujZccTojAWZhjVcp4e6A9HytWjVAkGu/view?usp=sharing
Materials Storage and Spill Cleanup	https://drive.google.com/file/d/1J_2_SuMYXwmOsqdpsdIlNR_0klJ3qKMu/view?usp=sharing
Parks and Ground Maintenance	https://drive.google.com/file/d/14r436EKrJM44x_iPgioWXFrspmqbTVAq/view?usp=sharing
Solid Waste Operations	https://drive.google.com/file/d/1r2gimtAsRanIpxSCevFntWMJwI5Z5tMS/view?usp=sharing
Street and Drainage Maintenance	https://drive.google.com/file/d/1KtikoiyMCIPVBhv5VOhYERUlrH52NFXo/view?usp=sharing

Municipal Staff PSAs

Mowing	https://drive.google.com/file/d/1h-tz-pzbTow-xMelISeG30YkN_L-uERr/view?usp=drive_link
Leaf Collection	https://drive.google.com/file/d/1ZSndB33w39XudANHWeTFRcaRjqaP144C/view?usp=sharing
Salt, Brine, & Sand	https://drive.google.com/file/d/1W8GWi9CTSsTd1NbzfS2UQp5rxSXYea_P/view?usp=sharing

***Did you have active pollution prevention trainings? If you used these materials or other educational materials and had meetings/trainings, then you can record that interaction as an active outreach.**
These trainings may have included the NEWSC Excal Videos below.
Did you talk about any of the Municipal Staff PSAs with any employees, at a team meeting, or during a "tool box talk"?

Topic #7: Pollution Prevention Continued

Excal Visual Videos on Pollution Prevention available for member checkout in 2023

"Rain Check" - Stormwater Pollution Prevention for MS4s Regulated municipalities and other municipal separate storm sewer system (MS4) operators must prevent pollutants from entering their storm drainage systems. One element of this requirement is preventing stormwater pollution by municipal facilities such as fleet maintenance shops, bus barns, sanitation facilities, parks and street sweeping operations. This program shows employees how to practice good housekeeping, spill response, materials management, vehicle fueling and washing and the other BMPs profiled in the "National Menu". {Program versions run between: 19 -and up to- 31 minutes)" Click here to preview from Excal Visual's site: https://www.excalvisual.com/swrc-extended-preview	**"Storm Warnings" - Stormwater Pollution Prevention** This training kit is designed to provide general awareness training to employees and contractors about stormwater pollution prevention. It describes Best Management Practices (BMPs) that are useful and important at a wide range of regulated facilities. It covers good housekeeping and other BMPs that help protect stormwater run-off. The kit includes a template to guide the trainer through creating site specific training to use in addition to the general training in the video. (18 minutes) Click here to preview from Excal Visual's site: https://www.excalvisual.com/storm-warning-extended-preview



TOPIC #8: GREEN INFRASTRUCTURE/LOW IMPACT DEVELOPMENT

NEWSC will be gathering resources for members to use going forward in 2024.
***Did you have active discussion with elected officials or developers about low impact residential design? If you had meetings/trainings or provided presentations on the topic, then you can record that interaction as an <u>active outreach.</u>**

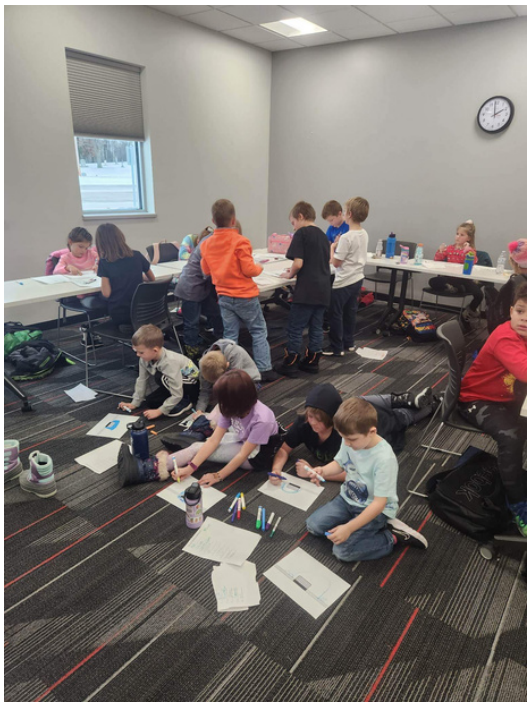
ACTIVE OUTREACH THAT COVERS MULTIPLE TOPICS

The presentations and exhibiting events on the pages that follow can count towards active delivery of any of the topics identified in the table associated with the presentation.

2023 School Presentations

Stormwater Topic:	**Discussed?**	**Stormwater Topic:**	**Discussed?**
Illicit Discharge Detection & Elimination	YES	Residential Infiltration	YES
Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing	YES	Construction Sites and Post Construction Stormwater Management	YES
Yard Waste Management/Pesticide and Fertilizer Application	YES	Pollution Prevention	YES
Stream and Shoreline Management	YES	Green Infrastructure/Low Impact Development	NO







2023 School Presentations Continued

The following presentations were provided in classrooms or virtually in NEWSC communities throughout the Fox-Wolf River Basin in 2023. These lessons covered watershed basics, how we use water, water quality, stormwater runoff pollution, floodplains, water quantity issues, green infrastructure, and tips for students and parents for reducing and preventing polluted stormwater runoff. Tools used for providing this education include: EnviroScape model, Ward's Floodplain model, stormwater find-it jars, stormwater runoff plinko, and templates for designing storm drain murals.

Name of School/School Event	Date of Presentation	Number of Approximate Reach
Oshkosh North High School	2/15/2023	60
Black Creek Elementary Middle School	9/27/2023	35
Xavier Middle School, Appleton	9/27/2023	111
Horizons Elementary School, Appleton	9/27/2023	88
Columbus, Appleton	9/27/2023	20
St. Peters Lutheran	9/27/2023	29
River View Middle School, Kaukauna	9/28/2023	300



Outagamie County Conservation Field Days

- 9/27/2023; approximate reach 303
- 9/28/2023; approximate reach 341



2023 NEWSC Exhibiting

The presentations and exhibiting events on the pages that follow can count towards active delivery of any of the topics identified in the table associated with the presentation.

Stormwater Topic:	**Discussed?**	**Stormwater Topic:**	**Discussed?**
Illicit Discharge Detection & Elimination	YES	Residential Infiltration	YES
Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing	YES	Construction Sites and Post Construction Stormwater Management	NO
Yard Waste Management/Pesticide and Fertilizer Application	YES	Pollution Prevention	YES
Stream and Shoreline Management	YES	Green Infrastructure/Low Impact Development	NO



2023 Exhibiting







Municipality	Date	Number of Contacts
Calumet County	6/25/2023	183
City of Menasha	11/9/2023	60
City of Appleton	8/15/2023	10
City of De Pere	8/30/2023	18
City of Fond du Lac	6/11/2023	108
City of Fond du Lac	6/10/2023	358
City of Green Bay	6/17/2023	9
City of Green Bay	3/24/2023	11
City of Kaukauna	9/23/2023	55
City of Oshkosh	4/13/2023	8
City of Oshkosh	3/17/2023	20
City of Oshkosh	1/25/2023	12
Town of Clayton	8/19/2023	83
Town of Grand Chute	8/1/2023	105
Town of Ledgeview	4/4/2023	32
University of Wisconsin Oshkosh	10/11/2023	15
Village of Ashwaubenon	8/12/2023	64
Village of Combined Locks	8/26/203	102
Village of Kimberly	10/20/2023	1500

NEWSC 2024-2025 Exhibiting List

NEWSC member communities are included in an annual exhibiting plan once during the 5 year permit cycle. Communities planned for 2024 and 2025 are listed below:

2024	2025
City of Fond du Lac	City of Green Bay
City of Two Rivers	City of Menasha
Outagamie County	Calumet County
City of De Pere	Village of Combined Locks
City of Manitowoc	Village of Hobart
City of Neenah	Village of Little Chute
Town of Vinland	Town of Black Wolf
Town of Omro	Town of Fond du Lac
Village of Little Chute (2023)	
Village of Suamico (2023)	
Brown County (2023)	

To ensure your space is reserved NEWSC members must:

1. **Contact the Outreach Coordinator by March 30** of the year you are scheduled with the name of the event, date of the event, and the contact information for the event organizer that you would like the Outreach Coordinator to be a part of.
2. Work with the Outreach Coordinator and the event organizer to ensure acceptance of NEWSC participation at the event. The NEWSC member must pay any exhibiting fees (if applicable) for the event. For most community events, NEWSC members are able to coordinate with the event host for a free exhibiting space, if the event chosen does not waive exhibiting fees for the community, those fees are the responsibly of the NEWSC member.

If communities do not schedule the Outreach Coordinator to participate by March 30, invitations to the Outreach Coordinator from other communities for events will be entertained and all will be accepted as time is available on a first come first serve basis. If the Outreach Coordinator is unable to exhibit in your community due to workload or date of event, NEWSC members may check out exhibiting materials from NEWSC. Promotional materials will be provided as part of the exhibiting display if NEWSC has promotional items to hand out.



PASSIVE OUTREACH THAT COVERS MULTIPLE TOPICS

NEWSC Media Continued by Topic

Topic #1: Illicit Discharge Detection & Elimination

2023 Totals

Facebook:
Likes: 398
Shares:196
Followers: 5.079

Instagram:
Likes:170
Followers: 1,083

Topic#1 Total

Facebook:
Likes: 203
Shares: 72

Date	Topic	Likes	Shares	Link
1/12/2023	Salt	11	5	https://www.facebook.com/photo/?fbid=545314397783392&set=a.189201083394727
1/13/2023	Salt	6	2	https://www.facebook.com/photo/?fbid=538728978441934&set=a.189201083394727
1/14/2023	Salt	50	5	https://www.facebook.com/photo/?fbid=527852029529629&set=a.189201083394727
1/15/2023	Salt	3	0	https://www.facebook.com/photo/?fbid=520330486948450&set=a.189201083394727
2/9/2023	Watersheds	15	5	https://www.facebook.com/foxwolfriver/posts/pfbid0d7iz2hD2neXiQ4hq6crHG4J5UGPJECTJksvdNWpb3PsnnTWjXH4Pv7xq67mBjnvRl
2/20/2023	Carpet Cleaning	3	3	https://www.facebook.com/foxwolfriver/posts/pfbid028okTXbWTADZ7jZbd5YUBCoNSjdnwqH4bhwnqSGjpm1MTK4rSRoVFToLQddEuERBHl
3/22/2023	Protect Our Waters	11	4	https://www.facebook.com/photo/?fbid=527852029529629&set=a.189201083394727
4/24/2023	Trash	10	2	https://www.facebook.com/photo/?fbid=545314397783392&set=a.189201083394727
5/23/2023	Watersheds	2	1	https://www.facebook.com/photo/?fbid=561599219488243&set=a.189201083394727
6/23/2023	Fireworks	4	3	https://www.facebook.com/photo/?fbid=578774857770679&set=a.189201083394727
7/2/2023	Fireworks	4	3	https://www.facebook.com/photo/?fbid=583670827281082&set=a.189201083394727
7/27/2023	Storm Drains	4	4	https://www.facebook.com/photo/?fbid=596710952643736&set=a.189201083394727
7/31/2023	Pools & Spas	10	3	https://www.facebook.com/photo/?fbid=598496189131879&set=a.189201083394727

***Did you share any of these Facebook posts through your communities Facebook account? If so, you can record those as passive outreach.**

NEWSC Media by Topic

Facebook:
Likes: 203
Shares: 72

Topic #1: Illicit Discharge Detection & Elimination Continued

Date	Topic	Likes	Shares	Link
8/1/2023	Stormwater 101	4	1	https://www.facebook.com/foxwolfriver/posts/pfbid02jdvEeYbW8zmEmp2ZvKZj8YToVjXWzvvxW3TowcfanC14Rno62Nw6bEULQui2EsBSl
8/5/2023	Stormwater Week	8	6	https://www.facebook.com/photo/?fbid=601421268839371&set=a.189201083394727
8/7/2023	Watersheds & Runoff	4	1	https://www.facebook.com/foxwolfriver/posts/pfbid0257hRo8b5iLpiTWZ73JjvWSBhHq1jrvUWKvaW66oPmPdxLp8UYamvjwCdGvaLp2NZl
8/11/2023	Storm Drains 101	3	0	https://www.facebook.com/photo/?fbid=604333061881525&set=a.189201083394727
10/9/2023	Trash	9	2	https://www.facebook.com/photo/?fbid=634621502186014&set=a.189201083394727
10/31/2023	Storm Drains	9	3	https://www.facebook.com/photo/?fbid=646522444329253&set=a.189201083394727
11/10/2023	Chloride Monitoring	19	7	https://www.facebook.com/photo/?fbid=651687117146119&set=a.189201083394727
11/28/2023	Trash/Litter	3	1	https://www.facebook.com/photo/?fbid=660813026233528&set=a.189201083394727
12/13/2023	Winter Maintenance	11	11	https://www.facebook.com/photo/?fbid=668521438796020&set=a.189201083394727







***Did you share any of these Facebook posts through your communities Facebook account? If so, you can record those as passive outreach.**

NEWSC Media by Topic

Topic #2:Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing

Facebook:
Likes: 123
Shares: 58

Date	Topic	Likes	Shares	Link
2/9/2023	Watersheds	15	5	https://www.facebook.com/foxwolfriver/posts/pfbid0d7iz2hD2neXiQ4hq6crHG4J5UGPJECTJksvdNWpb3PsnnTWjXH4Pv7xq67mBjnvRl
2/20/2023	Carpet Cleaning	3	3	https://www.facebook.com/foxwolfriver/posts/pfbid028okTXbWTADZ7jZbd5YUBCoNSjdnwqH4bhwnqSGjpm1MTK4rSRoVFToLQddEuERBHl
3/8/2023	Pet Waste	8	18	https://www.facebook.com/photo/?fbid=520330486948450&set=a.189201083394727
3/22/2023	Protect Our Waters	11	4	https://www.facebook.com/photo/?fbid=527852029529629&set=a.189201083394727
4/12/2023	Household Hazardous Waste	4	10	https://www.facebook.com/photo/?fbid=538728978441934&set=a.189201083394727
4/28/2023	Household Hazardous Waste	3	0	https://www.facebook.com/photo/?fbid=547464947568337&set=a.189201083394727
5/23/2023	Watersheds	2	1	https://www.facebook.com/photo/?fbid=561599219488243&set=a.189201083394727
6/23/2023	Fireworks	4	3	https://www.facebook.com/photo/?fbid=578774857770679&set=a.189201083394727
7/2/2023	Fireworks	4	3	https://www.facebook.com/photo/?fbid=583670827281082&set=a.189201083394727
7/21/2023	Vehicle Washing	6	2	https://www.facebook.com/photo/?fbid=593768889604609&set=a.189201083394727
7/27/2023	Storm Drains	4	4	https://www.facebook.com/photo/?fbid=596710952643736&set=a.189201083394727

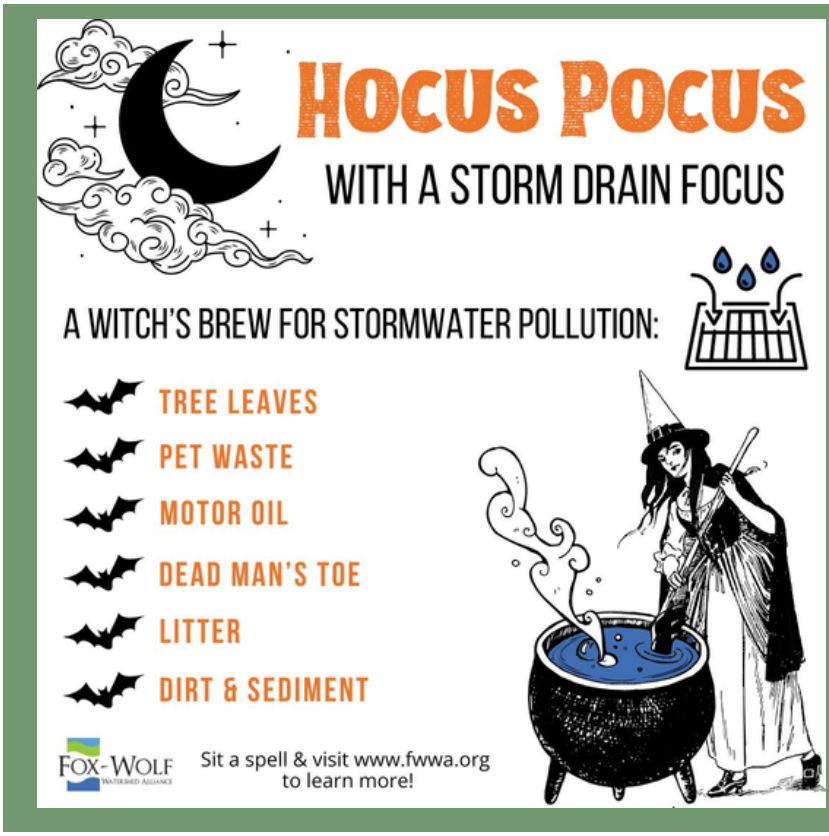
***Did you share any of these Facebook posts through your communities Facebook account? If so, you can record those as passive outreach.**

NEWSC Media Continued by Topic

Topic #2:Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing Continued

Facebook:
Likes: 123
Shares: 58

Date	Topic	Likes	Shares	Link
8/1/2023	Stormwater 101	4	1	https://www.facebook.com/foxwolfriver/posts/pfbid02jdvEeYbW8zmEmp2ZvKZj8YToVjXWzvvxW3TowcfanC14Rno62Nw6bEULQui2EsBSl
8/7/2023	Watersheds & Runoff	4	1	https://www.facebook.com/foxwolfriver/posts/pfbid0257hRo8b5iLpiTWZ73JjvWSBhHq1jrvUWKvaW66oPmPdxLp8UYamvjwCdGvaLp2NZl
8/11/2023	Storm Drains 101	3	0	https://www.facebook.com/photo/?fbid=604333061881525&set=a.189201083394727
10/2/2023	School Presentations	39	0	https://www.facebook.com/photo/?fbid=634621502186014&set=a.189201083394727
10/31/2023	Storm Drains	9	3	https://www.facebook.com/photo/?fbid=646522444329253&set=a.189201083394727



***Did you share any of these Facebook posts through your communities Facebook account? If so, you can record those as passive outreach.**

NEWSC Media by Topic

Topic #3: Yard Waste Management/Pesticide and Fertilizer Application

Facebook:
Likes: 83
Shares: 73

Date	Topic	Likes	Shares	Link
5/8/2023	Grass	28	26	https://www.facebook.com/photo/?fbid=553111050337060&set=a.189201083394727
5/26/2023	Spring Fertilizer	6	3	https://www.facebook.com/photo/?fbid=563133106001521&set=a.189201083394727
6/5/2023	Landscaping	9	3	https://www.facebook.com/photo/?fbid=568703508777814&set=a.189201083394727
8/9/2023	Lawn Care (Grass)	8	1	https://www.facebook.com/photo/?fbid=603230935325071&set=a.189201083394727
8/10/2023	Leaves & Streets	4	0	https://www.facebook.com/photo/?fbid=603674405280724&set=a.189201083394727
8/10/2023	Leaves 101	5	0	https://www.facebook.com/photo/?fbid=603911565257008&set=a.189201083394727
9/25/2023	Leaves	12	26	https://www.facebook.com/photo/?fbid=627327342915430&set=a.189201083394727
10/12/2023	Leaves	8	14	https://www.facebook.com/photo/?fbid=636347435346754&set=a.189201083394727
10/23/2023	Leaves	3	0	https://www.facebook.com/photo/?fbid=642450591403105&set=a.189201083394727

Topic #4: Stream and Shoreline Management

Date	Topic	Likes	Shares	Link
11/1/2023	Shoreline Restoration	30	8	https://www.facebook.com/photo/?fbid=647204184261079&set=a.189201083394727

Facebook:
Likes: 22
Shares: 13

Topic #5: Residential Infiltration

Date	Topic	Likes	Shares	Link
6/16/2023	Rain Barrels	10	12	https://www.facebook.com/photo/?fbid=647204184261079&set=a.189201083394727
8/8/2023	Rain Collection 101	12	1	https://www.facebook.com/photo/?fbid=602939862020845&set=a.189201083394727

NEWSC Media/News Coverage

Estimated reach for Media/News Coverage by the following sources is 100,000+ and is a passive form of outreach/education.

Media Outlet	Topic	Publish Date	Link
WFRV Channel 5	Trash Clean up	9/22/2023	https://www.wearegreenbay.com/local5live/celebrate-the-fox-river-when-you-focus-on-fox/
Fox-11	Cleanup & Shoreline Restoration	9/21/2023	https://fox11online.com/news/making-a-difference/oshkosh-north-high-school-students-transform-911-remembrance-into-a-day-of-community-service-akans-acres-communities-program-oasd#
NBC-26	Student Watershed Activism (Oshkosh North)	9/11/2023	https://www.nbc26.com/oshkosh/remembering-9-11-oshkosh-north-students-give-back-to-community
Fox-11	Student Watershed Activism (Oshkosh North)	4/25/2023	https://fox11online.com/sports/outdoors/oshkosh-north-high-school-students-collaborate-nonprofit-fishing-line-receptacles-trash-free-waters-kelly-reyer-asylum-bay-park-lighthouse-ken-robl-conservation-park-environment
WBAY TV-2	Student Watershed Activism (Oshkosh North)	4/25/2023	https://www.wbay.com/2023/04/26/oshkosh-north-students-clean-up-broken-fishing-lines-local-waters/
WPR	Salt Drawbacks	2/2/2023	https://www.wpr.org/education/using-road-salt-has-its-drawbacks-wisconsin-community-leaders-see-solution-brine







NEWSC Media/News Coverage Continued

Estimated reach for Media/News Coverage by the following sources is 100,000+ and is a passive form of outreach/education.

Media Outlet	Topic	Publish Date	Link
620WTMJ	Salt Usage	1/29/2023	https://wtmj.com/news/2023/01/29/local-organizations-bring-awareness-to-salt-usage/
WBAY	Salt Awareness Week	1/23/223	https://www.wbay.com/2023/01/24/interview-salt-awareness-week/
WeAreGreenBay	Salt	1/18/2023	https://www.wearegreenbay.com/news/local-news/salt-leaving-bad-taste-in-mother-natures-mouth-research-shows-high-chloride-levels-in-wisconsin-rivers/
Fox11	Manitowoc Salting Cups	1/10/2023	https://fox11online.com/weather/weather-stories/manitowoc-providing-salt-cups-to-prevent-over-salting-in-wintry-weather



ANNUAL REPORT PART 2: STORMWATER PROGRAM EVALUATION MINIMUM CONTROL MEASURES MCM # 2 PUBLIC INVOLVEMENT AND PARTICIPATION - VOLUNTEER ACTIVITIES

NEWSC Active Delivery on Behalf of Members:

Volunteer Event - Annual Watershed Cleanup May 6, 2024

Fox-Wolf Watershed Alliance continues to add sites every year. If your community would like a site added for 2024, contact Sharon (CleanUp@fwwa.org). Sites should have public access. Communities are asked to provide a site leader for the 1st year.



This year the clean up hosted a photo contest live on Facebook!

Direct link to the contest album: https://www.facebook.com/media/set?vanity=foxwolfriver&set=a.560843009563864

Direct link to the full 2023 Cleanup album: https://www.facebook.com/media/set/?vanity=foxwolfriver&set=a.558480689800096







2023 Annual Cleanup Volunteer Totals by Community

Municipality	Number of Volunteers
Allouez	19
Appleton	196
Brown County	71
Calumet County	48
Combined Locks	41
De Pere	42
Fond du Lac	98
Fox Crossing	20
Grand Chute	11
Green Bay	114
Hortonville	52
Howard	23
Kaukauna	76
Kimberly	63
Ledgeview	38
Little Chute	56
Menasha	76
Neenah	118
New London	35
Oshkosh	226
Winnebago County	87
Winneconne	43
Wrightstown	24







Chloride Monitoring: Fall 2022/Winter 2023

This is considered active participation. Documentation numbers are below and detailed data and photos can be found on the Google Map.
https://www.google.com/maps/d/u/0/viewer?mid=1hBOxrw1PIrzz9bsalgCTdElFGvjdrM0&ll=44.371693999171775%2C-88.29907499999997&z=8

Municipality	Number of Active Education Volunteers
Brown County	2
Fond du Lac County	1
Outagamie County	3
Winnebago County	1
City of Fond du Lac	2
City of Green Bay	1
City of Menasha	1
City of Oshkosh	2

Municipality	Number of Active Education Volunteers
Town of Algoma	1
Town of Grand Chute	1
Town of Ledgeview	1
Town of Neenah	1
Town of Vinland	1
Village of Fox Crossing	1
Village of Harrison	1
Village of Howard	1



OTHER NEWSC EFFORTS:
Workshops and Trainings

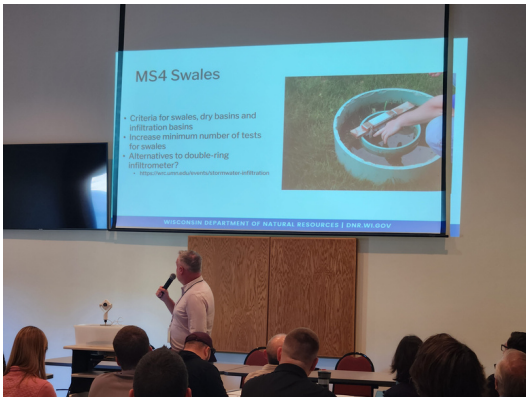
Stormwater Quality Management Half Day Workshop

Workshop assumed attendees have some knowledge of stormwater management and Appendix A and C of the permit. Continuing Education Credits were be offered. This training gave participants a unique opportunity to work and talk directly with WDNR, local municipalities, and consultants on TMDL requirements and future goals.

Agenda: https://docs.google.com/document/d/131k3UMywejqqrq7bvHtDSY5TcZAqhO7D/edit?usp=drive_link&ouid=101153216035145320311&rtpof=true&sd=true

September 14, 2023
7:45 am to 12:00 pm
Coughlin Center - 625 E County Rd Y, Oshkosh, WI 54901 Room B

*See Attendance list on the next page







Committee List:

Chair Person -

- Sue Olson (City of Appleton)

Committee Members-

- George Dearborn (Village of Fox Crossing)
- Paul Willis (Mean & Hunt)
- Abby Manslanka (Martenson & Eisele)
- Justin Keen (Cedar Corp)
- Rich Heath (Town of Algoma)
- Heather Zaunmueller (AECOM)
- Chuck Boehm (Brown & Caldwell)

Presenter List:

- Pete Wood (WDNR)
- Chris Linskens (WDNR)
- Justing Gierach (City of Oshkosh)
- Mark Van Der Wegen (Town of Grand Chute)
- Brent Jalonen (Calumet County)
- Nick Waldschmidt (City of Fond du Lac)
- Jack Richeson (Martenson & Eisele)

2023 Stormwater Quality Management Committee TMDL Half Day Workshop Attendance:

Abby Maslanka - Martenson & Eisele	Alyssa Deckert - City of Oshkosh	Andy Maracini - Winnebago County	Austin Dyb - Outagamie County	Brad Busse - City of Manitowoc	Brent Jalonen - Calumet County
Casey Canady - City of Oshkosh	Chase Kuffel - City of De Pere	Chris Linskens - WDNR	Chuck Boehm - Brown & Caldwell	Claire Ebben - Outagamie County	Dan Dieck - Village of Fox Crossing
Dan Rammer - MSA Professional Services	Don O'Connel - Town of Vinland	George Dearborn - Village of Fox Crossing	Heather Zaunmueller - AECOM	Jack Richeson - City of Menasha	Jeff Schultz - Martenson & Eisele
Jennifer Liimatta - Robert E Lee Associates	Jimmy Platz - AECOM	Jordan Bovee - Cedar Corp	Joseph Pingel - Cedar Corp	Josh Ruplinger - UW Oshkosh	Justin Gierach - City of Oshkosh
Justin Keen - Cedar Corp	Kelly O'Malley - City of Green Bay	Kia Kling - Village of Fox Crossing	Kris Lyons - Village of Little Chute	Mark Van Der Wegen - Town of Grand Chute	Matt Woicek - Village of Little Chute
Max McGuire - City of Green Bay	Michael Leidig - Robert E Lee Associates	Michael Morman - Outagamie County	Nick Waldschmidt - City of Fond du Lac	Pete Wood - WDNR	Richard Heath - Town of Algoma
Scott Ahl - City of Two Rivers	Sean Bekx - West Wood Professional Services	Sue Olson - City of Appleton	Todd Devens - Town of Vinland	Valerie Joosten - City of Green Bay	

Thank you 2023 Leadership Council Members!

Chair Heath Kummerow (2022 -2023) City of Neenah	Vice-Chair Brent Jalonen (2022-2023) Calumet County	Secretary/Treasurer Rich Heath (2022-2023) Town of Algoma	Past-Chair Eric Rakers (2022-2023) City of De Pere
Municipal Committee James Rabe (2022-2024) City of Oshkosh	General Public Committee Andy Maracini (2022-2024) Winnebago County	Building & Development Committee Brad Hartjes (2021-2024) raSmith	Stormwater Quality Management Committee Sue Olson (2023-2024) City of Appleton
Member-At-Large Dani Santry (2022-2024) Calumet County	Member-At-Large Paul Willis (2023-2024) Mead & Hunt	Member-At-Large Mark Van Der Wegen (2023-2024) Town of Grand Chute	

Thank you 2023 Committee Members!

General Public Committee	**Municipal Committee**	**Stormwater Quality Management Committee**	**Building & Development Committee**
Andy Maracini - Winnebago County Dani Santry - Calumet County George Dearborn - Village of Fox Crossing Brian Wayner - Westwood Professional Services	James Rabe - City of Oshkosh Jeff Mazanec - raSmith Scott Ahl - City of Two Rivers John Neumerier - City of Kaukauna Sue Olson - City of Appleton	Sue Olson - City of Appleton George Dearborn - Village of Fox Crossing Paul Willis - Mead & Hunt Abby Maslanka - Martenson & Eisle Justin Keen - Cedar Corporation Rich Heath - Town of Algoma Heather Zaunmueller - AECOM Chick Boehm - Brown & Caldwell	Brad Hartjes - raSmith Nick Waldschmidt - City of Fond du Lac Brent Jalonen - Calumet County Patrick Kuehl - Robert E Lee & Associates Chad VandenLangenberg - Outagamie County Katie Buchalski - Ruekert-Mielke

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #24-24 Authorizing Submission of Wisconsin Department of Natural Resources Urban Nonpoint Source & Storm Water Program Construction Grant Application.**

The Board of Public Works at the March 11, 2024 meeting approved application and submittal for Wisconsin Natural Resources Urban Nonpoint Source and Storm Water Management Grant Program and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso24-24 (PDF)
- 8700-299 (PDF)
- 2024 0311 CI_BOPW-WDNR Grant (PDF)
- 2024 0311 Pond_Location_Map (PDF)

RESOLUTION #24-24

AUTHORIZING SUBMISSION OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES URBAN NONPOINT SOURCE & STORM WATER PROGRAM CONSTRUCTION GRANT APPLICATION

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) offers local government assistance grants to reimburse costs of planning or construction projects for the control of pollution from diffuse urban sources carried by storm water runoff; and

WHEREAS, such grant, if awarded, will be used by the City to construct a pond off Honey Court to treat storm water from existing development that discharges to the Fox River via a storm sewer on Cook Street, with the WDNR covering approximately 50% of costs, up to a maximum grant award of $150,000; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the City Engineer 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:

Any such grant awarded shall be brought before the Common Council for formal acceptance thereof.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 3/11/2024

State of Wisconsin
Runoff Management Section - WT/3
Department of Natural Resources
101 South Webster Street
Madison, WI 53703 **or**
P.O. Box 7921
Madison WI 53707-7921

Urban Nonpoint Source & Storm Water (UNPS&SW) Program Construction Grant Application

Form 8700-299 (R 01/2024)

Notice: This application form template was created by the Wisconsin Department of Natural Resources (DNR). Application is hereby made to the disadvantaged community score Wisconsin Department of Natural Resources, Bureau of Watershed Management, for grant assistance consistent with s. 281.66, Wis. Stats., and Chapters NR 151, 154 and 155, Wis. Adm. Code. Collection of this information is authorized under the authority of s. 281.66, Wis. Stats. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31 - 19.39, Wis. Stats.]. *Unless otherwise noted, all citations refer to Wisconsin Administrative Code.*

Please refer to the instructions to complete this form. Complete all sections as applicable. Tab to each section or click in answer spaces. All "Attachments" referenced are in the application instructions.

Part I. Applicant Information

Calendar Year of Application	Calendar Year of Grant Start

Project Name

Applicant (governmental unit applying name and type, e.g., Wausau City; Randall Town)

Authorized Responsible Government Official			**Grant Contact Person** - if different than Responsible Government Official (contact cannot be a consultant) Name (First, Last)		
Title			Title		
Area Code + Phone Number			Area Code + Phone Number		
Email Address			Email Address		
Mailing Address - Street or PO Box			Mailing Address - Street or PO Box		
City	State WI	ZIP Code	City	State WI	ZIP Code

MS4 Permittee? ◯ Yes ◯ No

Part II. Project Information

A. Location

Identify the project location(s) by filling in the table below. If the proposed project is to construct multiple BMPs located on non-contiguous sites, enter the latitude/longitude, county and senate/assembly district of each BMP location in individual rows. If the proposed project is to purchase a high-efficiency street sweeper that will serve areas in more than one HUC 12 watershed, enter the midpoint location for each HUC 12 in the table below.

See Attachment A and Surface Water Data Viewer (SWDV) for assistance in completing this question.

Location Name	**Latitude** North (4 to 7 decimal places)	**Longitude** West (4 to 7 decimal places)	County	State Senate District Number	State Assembly District Number
1 .					

Method for Determining Latitude & Longitude (select one)

◯ GPS ◯ DNR Surface Water Data Viewer ◯ Other (specify): _____

B. Watershed and Waterbody

Enter the 12-digit hydrologic unit (HUC) code of the area served by each proposed BMP location on line a of the tables below. The name of the HUC 12 will automatically populate line b.

Determine the percent of the total area served by the project's proposed BMPs that is served by the BMP(s) in the first project location. Enter this percentage on line c of the tables. Identify the nearest water resources downstream of each proposed BMP location and enter on lined of the tables.

The name and number of the downstream HUC 12 will automatically populate lines e. and f., respectively.

See Attachment A and Surface Water Data Viewer for assistance in identifying the HUC 12s and nearest downstream water resources.

Location:

a. HUC 12 Watershed Code _____

b. HUC 12 Name _____

c. Percent of Project Area Located in HUC 12 _____

d. Nearest Water Resource

Name of the water resource nearest to, and downstream of, the project area in this HUC 12 _____

e. Downstream HUC 12 _____

f. Downstream HUC 12 Watershed Code Name _____

C. Endangered and Threatened Resources, Historic Properties

Check the box(es) of true statements below, based on the conditions the applicant knows to be present at the location(s) where the project disturbs land.

☐ 1. There are endangered or threatened resources as identified in s. 29.604, Wis. Stats., and ch. NR 27 in the project area. (Refer to NHI Portal for assistance.)

☐ 2. There are archaeological sites, historical structures, burial sites, or other historic places as identified in s. 44.45, Wis. Stats., in the project area.

D. Environmental Hazards Assessment

For each project location entered in Part II-A.1, select the true statement (1 or 2) below and provide all additional information requested under the selected choice.

Location:

Yes

◯ 1. At this location, the proposed project does **not** include any of the following:
- excavation;
- purchase of land; or
- purchase of easement.

◯ 2. At this location, the proposed project includes the purchase of land; the purchase of an easement; or excavation, and both of the statements below are true.

☐ a. A completed copy of the Environmental Hazards Assessment Form is attached to this application. See Attachment H of the application instructions for more information.

☐ b. The applicant has reviewed the Bureau of Remediation and Redevelopment RR Site map at a scale of 1:8529 or less. Based on this map, the applicant has selected all of the statements below that are true.

☐ i. There is an open (ongoing cleanup) RR site on the same property where the excavation is planned.

☐ ii. There is a closed (completed cleanup) RR site on the same property where the excavation is planned.

☐ iii. There is an open (ongoing cleanup) RR site on an adjacent property.

☐ iv. There is a closed (completed cleanup) RR site on an adjacent property.

☐ v. There are no open or closed R&R sites on the property where the excavation is planned or on any adjacent properties.

E. Alternative Funding

☐ Check this box if applicant requests that the DNR also submit a copy of this application to the Clean Water Fund Program (CWFP). This submittal serves to waive the deadline for submitting an “Intent to Apply” form for CWFP funding; it is not a substitute for a CWFP loan application or interest rate subsidy application.

☐ Check this box if the applicant requests that the DNR also submit a copy of this application to the upcoming Sewer Overflow & Stormwater Reuse Municipal Grant (OSG) Program.

F. Pro-Rating for Existing versus New Development

For each project location entered in Part II-A.1, select the true statement (1 or 2) below and provide all additional information requested under the selected choice.

Location:

Yes

○ 1. The project will serve existing urban development only. Existing means urban development in existence on or before October 1, 2004.

○ 2. The project will serve some areas of existing urban development and some areas of new development or other land use. Existing means in existence on or before October 1, 2004.

G. Best Management Practices (BMPs) and Associated Activities for Which Funding is Requested

For each project location entered in Part II-A.1, check all BMPs for which funding is requested and provide the requested information for each checked BMP. Eligible BMPs must be consistent with available storm water post-construction technical standards. The associated technical standard number is in parentheses. See Attachment C for additional BMP information.

Location:

Yes

☐ **1. Wet Detention Pond (1001)**

☐ **2. Infiltration Basin (1003)**

☐ **3. Bioretention for Infiltration (1004)**

☐ **4. Vegetated Swale (1005)**

☐ **5. Proprietary Storm Water Sedimentation Devices (1006)**

☐ **6. Infiltration Trench (1007)**

☐ **7. Non-Proprietary Storm Water Sedimentation Device**
(e.g., catch basins, settling tanks or vaults with minimum 3.0-foot sump and modeled per tech. std. 1006)

☐ **8. Permeable Pavement (1008)**

☐ **9. Shoreline Habitat Restoration for Developed Area (NR 154.04(29))**

☐ **10. Streambank or Shoreline Protection (NR 154.04(31))**

☐ **11 Accelerated or High-Efficiency Street Sweeper**
Note: *The cost of a high-efficiency street sweeper can be shared at 50% of the incremental difference between the cost of a new mechanical broom sweeper and the high-efficiency sweeper.*

H. Project Description

Include a project narrative, site plan and conceptual drawings. Drawings are to include the project scope, key features and associated BMPs.

I. Project area photos (optional)

☐ 1. Labeled photographs of the proposed BMP location(s) are attached to this application.

☐ 2. Labeled photographs of the of pollution sources areas in the upstream watershed draining to the proposed BMP(s) are attached to this application.

Part III. Screening Requirements

A. Maps and Photographs

Attach the required maps and photographs and then check boxes 1 and 2 to indicate they are attached.

☐ **1.** An 8.5" x 11" map of each proposed BMP location identified in Part II-A is attached. Each map shows the location of the proposed BMP(s) and its upstream drainage area; municipal limits; topographic contours; HUC 12 watershed boundaries; and major roads, including road names.

☐ **2.** An 8.5" x 11" aerial photo of each proposed BMP location identified in Part II-A is attached. Each photo shows the location of the proposed BMP(s) and its upstream drainage area; municipal limits; HUC 12 watershed boundaries; and major roads, including road names.

B. Project Filters

The applicant must be able to check "Yes" to questions 1 through 12 below to be eligible for a grant. If any of these questions cannot be answered "Yes" and/or if required supporting documentation is omitted, the application will not be scored.

Yes

☐ 1. The project is in an urban area as identified in Attachment B.

☐ 2. The project will be completed within 24 months of the start of the grant period.

☐ 3. Staff and contractors designated (or selected) to work on this project have adequate training, knowledge and experience to implement the proposed project.

☐ 4. Staff or contractual services, in addition to those funded by this grant, will be provided if needed to complete all elements of the proposed project.

☐ 5. Best management practices constructed under this grant are consistent with non-agricultural performance standards under NR 151 (see Application Instructions - Attachments C&D).

☐ 6. The applicant will provide an operation and maintenance plan for the installed BMP with the final report.

☐ 7. The local DNR Nonpoint Source Coordinator has been contacted and all, of the topics in the below were discussed.

Name of DNR NPS Coordinator(s) Contacted	Date(s) Contacted	Subject(s) of Contact(s) (check all that apply)	
		☐ Project Eligibility	☐ Permits / Feasibility
		☐ Proposed BMPs	☐ Water Quality Need
		☐ Other	

Summarize your discussion(s) with your local DNR Nonpoint Source Coordinator(s) in the space below.

☐ 8. The applicant can declare that one of the two statements below (a or b) is TRUE.

◯ a. The applicant is not the University of Wisconsin Board of Regents.

◯ b. The applicant is the University of Wisconsin Board of Regents **and** the the grant is for practices, techniques or measures to control stormwater discharges on a University of Wisconsin System campus, located in a municipality that meets **both** of the following criteria:

☐ (i) the municipality is required to obtain a permit under subchapter I. of ch. NR 216;
AND

☐ (ii) the municipality is located either in a priority watershed or lake area identified under s. 281.65 Wis. Stats., or in an area of concern as identified by the International Joint Commission under the Great Lakes Water Quality Agreement.

☐ 9. Construction Site Erosion Control Ordinance: Local regulations are in place within the municipality or campus to administer and enforce construction erosion controls in the governmental unit consistent with the non-agricultural performance standards in s. NR 151.11.

☐ 10. Post-Construction Storm Water Management Ordinance: Local regulations are in place within the municipality or campus to administer and enforce post-construction runoff from areas of new development and re-development in the governmental unit consistent with the non-agricultural performance standards in s. NR 151.12.

☐ 11. The applicant can declare that one of the two statements below (a or b) is TRUE.

◯ a. This application is not a joint application among local units of government.

◯ b. This application is a joint application among local units of government and the required Inter-Governmental Agreement (IGA) is attached (see Attachment J).

☐ 12. The applicant can declare that one of the two statements below (a or b) is TRUE.

◯ a. The applicant does not currently have any existing Runoff Management Grants.

◯ b. The applicant currently has one or more existing, active Runoff Management Grants and the applicant hereby certifies that all such projects shall be completed within the applicable grant period for each.

☐ 13. The applicant certifies that this project site is not specifically listed in an approved Adaptive Management Plan under s. NR 217.18, Wis. Adm. Code or a water quality trading plan pursuant to s. 283.84, Wis. Stats. AND the resulting reductions will not be credited towards the achievement of any WPDES requirement or performance goal.

If the applicant is unable to answer "Yes" to any of the items in 1-13, above, stop here. This project is ineligible.

C. Location Filters

For each project location entered in Part II-A.1, answer the questions below for each location where the applicant intends to construct water quality BMPs under the proposed project. For each location, the applicant must be able to check “Yes” to questions 1 through 9 below to be eligible for a grant. If any of these questions cannot be answered “Yes” and/or if required supporting documentation is omitted, the application will not be scored.

Location

Yes

☐ 1. Navigable Waters Determination: The applicant can declare that one of the two statements below (a or b) is TRUE.

◯ a. The proposed project will not install any urban storm water treatment practices.

◯ b. The proposed project will install urban storm water treatment practice(s) and the applicant has determined that all such practice(s) installed under this grant will not be located in any intermittent or perennial waterway, based on the 24K Hydro Layer of DNR's Surface Water Data Viewer.

☐ 2. Wetlands Waters Determination: The applicant can declare that one of the five statements below (a, b, c, d or e) is TRUE. If checked, select the true statement below, and provide all information requested below for the selected choice.

◯ a. The proposed project will not install any urban storm water treatment practices.

◯ b. The proposed project will install urban storm water treatment practice(s) and the applicant has determined that all such practice(s) installed under this grant will not be located in any wetland, based on consulting the Wisconsin Wetland Inventory and the Wetland Maximum Extent Indicators Layer Theme of the DNR's Surface Water Data Viewer.

☐ i. A map showing the location(s) of all urban storm water treatment practices that will be installed under propose project in relation to wetlands on the wetland indicators layer of the DNR's Surface Water Data Viewer is attached to this application.

◯ c. The proposed project will install urban storm water treatment practice(s) and the applicant has attached an approved wetland exemption for the proposed practices(s) at their proposed location(s) signed by a DNR Water Management Specialist or Wetland Identification Specialist.

☐ i. A copy of the wetland exemption is attached to this application.

◯ d. The proposed project will install urban storm water treatment practice(s) at a location where there is a potential for wetland presence. A wetland determination or delineation has been completed showing that none of the proposed treatment practices will encroach upon a wetland.

☐ i. Provide the name, e-mail and phone number of the wetland delineator.

Name:	Email:	Phone Number:

☐ ii. A copy of the wetland delineation is attached to this application

◯ e. The proposed project will install one or more urban storm water treatment practice(s) at a location where there is a potential for wetland presence. A wetland determination or delineation will be completed and submitted to DNR by a qualified person in accordance with the DNR “Wetland Screening and Delineation Procedures Guidance”, prior to commencing construction of treatment practices. The applicant hereby agrees not to begin construction on the proposed treatment practice(s) until after receiving DNR concurrence that the proposed practices will not be located in any wetland.

☐ i. A map showing the location(s) of all urban storm water treatment practices that will be installed under the proposed project in relation to the wetland indicators layer of the DNR's Surface Water Data Viewer is attached to this application.

☐ 3. Property Control: The applicant can declare that one of the five statements below (a, b, c, d or e) is TRUE. If checked, select the true statement below:

◯ a. The proposed project does not require that the applicant have control of any property.

◯ b. The proposed project requires that the applicant has control of the property, and the applicant currently owns the property.

◯ c. The proposed project requires that the applicant has control of the property, and the applicant currently has control of the property through an easement or a construction and maintenance agreement.

☐ i. Documentation of the easement or construction maintenance agreement is attached to this application.

◯ d. The proposed project requires that the applicant has control of the property, and the applicant has documentation stating that the current owner of the property is willing to enter into a construction and maintenance agreement with the grant applicant prior to the award of the grant.

☐ i. Documentation stating that the current owner of the property is willing to enter into a construction maintenance agreement prior to the award of grant is attached to this application.

◯ e. The proposed project requires that the applicant has control of the property, and the applicant proposes purchasing the property (fee title) or an interest in the property (easement), and the applicant has documentation that the sale will be completed prior to the award of the grant.

☐ i. Documentation that the applicant will acquire the proposed property prior to grant award such, as an option or offer to purchase, is attached to this application.

Project Name: _____

UNPS&SW Program Construction Grant Application

Form 8700-299 (R 01/2024)

Part IV. Competitive Elements

Question 1. Fiscal Accountability

A. Timeline and Source of Staff

For each applicable milestone listed below, fill in the appropriate data. Leave column 2 blank, and enter N/A in column 3 if the milestone is not applicable.

1 Milestone	2 Target Completion Date (month/year)	3 Source of Staff
Discuss project with DNR		
Get DNR approval of Professional Services Agreement		
Completion of design		
Get DNR approval of design		
Obtain required permits		
Bidding		
Contract signing		
BMP construction		
Site inspection and certification		
Project evaluation		
Purchase Street Sweeper		
Additional Milestones (list below)		

B. Financial Budget Table

Provide a detailed budget in this table for each proposed BMP and ancillary activity checked in Part II-G. Enter costs for associated Engineering Services (design, construction management and inspection) and Land Acquisition in rows ii and iv. The state share may not exceed 50% of eligible costs. The grant amount is capped at $150,000 for the installation of eligible BMPs and at $50,000 for land acquisition.

a. BMPs, ancillary and other eligible activities	b. Estimated Total Cost	c. Amount Eligible for DNR Cost Sharing ($)
i. Construction Subtotal		
ii. Engineering Services		
iii. Construction and Engineering Subtotal		
iv. Land Acquisition (Fee Title and Easement)		
v. Project Grand Total		

vi. Maximum Cost-Share Rate	a. Eligible Costs	b. Max Cost-Share %	c. a x b	d. Maximum State Share
vii. Construction and Engineering	$	50 %	$	$
viii. Land Acquisition (Fee Title and Easement)	$	50 %	$	$
ix.		Total Maximum State Share		$

C. State Share Request and Use of Additional Funding

1. Requested State Share (Grant Award) Amount	$
2. Total Local Share Amount	$
3. Local Share of Eligible Costs	$
4. Effective State Cost-Share Rate	%

Check the boxes below if these conditions are met:

5. ☐ The requested state-share amount in row 1 is less than the total maximum state share (row ix.)
6. ☐ The requested state cost-share rate in row 4 is less than the cost-share rated in Part B, cells vi. and vii.

7. Points earned for additional funding
Up to a maximum of 10 points can be earned for 30% in row 4

D. Method Used to Calculate Cost Estimates

Select the appropriate option and attached all required documentation.

- ◯ 1. Project costs are based on completed design and lowest competitive bid on the project.
- ◯ 2. Project costs are based on completed design with material unit costs and labor costs based on similar, recently bid projects.
- ◯ 3. Project costs are based on similar projects conducted locally (i.e., a nearby municipality in the same region of the state).
- ◯ 4. Project costs are based on similar projects conducted in a different region of the state.
- ◯ 5. Project costs are based on data less specific than the choices above.

E. Cost-Effectiveness

Provide answers to Parts E.1. and E.3. Answering Part E.2. and E.4. is optional.

1. TSS Removal Cost-Effectiveness

a. Describe the land use(s) comprising the BMP drainage area.

b. BMP drainage area size: _____ **acres**

c. Estimated percent impervious of BMP drainage area: _____ **%**

d. Estimated TSS pollutant load from impervious area within drainage area: _____ **lbs/yr**

e. Average annual TSS pollutant load removal efficiency of proposed project: _____ **%**

- ◯ i. TSS removal efficiency calculated based on modeling results attached to this application.
- ◯ ii. TSS removal efficiency estimated based on other methods described below.

f. Estimated construction cost of the project. _____

g. Estimate cost-effectiveness of project (cost per pound of pollutant removed per year). Cost-effectiveness = f / e x d _____ **/lbs/yr**

2. Describe factors other than cost-effectiveness, such as site feasibility, practicality and/or secondary environmental benefits that justify why the proposed management measure was selected for this site.

3. If one or more BMPs types or management measures were evaluated to address pollutant loads from the area served by the proposed BMP(s), describe why the current project was selected over the other alternatives.

Question 2. Project Evaluation Strategy

A. Modeling and Measures of Change

The applicant **must** agree to provide modeled results in the final project report submitted for the project and will provide their modeling and analysis to the storm water permit specialist responsible for their community. The project evaluation strategy will be based on comparing pre- and post-project changes in modeled pollutant loading to water resources or will be based on the quantity of units managed. Check all that apply in the table below.

	Priority for Developed Urban Area	Units of Measure	Recommended Measurement Method
☐	**Reduction in Total Suspended Solids (TSS)**	Pounds TSS reduced	WinSLAMM, P-8
		% TSS reduction	
☐	**Reduction in Phosphorus**	Pounds Phosphorus reduced	WinSLAMM, P-8
☐	**Shoreline/Streambank Protection**	Tons of shore/bank erosion reduced	NRCS bank erosion formula
		Feet of shore/bank protected	Sum
☐	**Other (specify)** _____		

B. Water Quality Monitoring (not eligible for cost sharing at this time)

If, in addition to modeling, the project evaluation strategy includes monitoring, select the statements that describes the intended monitoring strategy. A signed copy of the monitoring strategy must be included to receive points.

Yes

☐ 1. A one-page summary of the monitoring strategy is attached.

☐ 2. The project will monitor BMP pollution reduction effectiveness (e.g. inlet/outlet monitoring).

☐ 3. The project will monitor the in-stream physical habitat, fisheries, biological, or chemical conditions.

☐ 4. The applicant is willing to participate with the Department to do monitoring in the project area should funding become available.

Question 3. Water Quality Need & Drinking Water Bonus

For each HUC 12 served by a proposed BMP, the project must be consistent with at least one of the water quality need categories and the primary water resource addressed by the project. See the instructions for category definitions and scoring information. Identify the water quality need for each HUC12 included in the project area by answering the questions below.

1. Water Quality Need in the HUC 12:

A. Primary water resource addressed by project in the above-listed HUC 12:

B. Select the one category which best identifies the water quality need which the project directly addresses.

C. Select the primary pollutant.

D. Select the primary pollutant(s) that the project will address.

Question 4. Drinking Water Bonus

Columns (1), (2), and (3), of the table below are automatically populated with the name of each HUC 12 in the project area, the water resource type addressed in that HUC 12 (ground or surface water) and the percent of the project area in each HUC 12, respectively.

For each HUC 12 in the project area, determine whether the project's water quality goals relate to the reduction of nonpoint source contaminants in community or non-community public drinking water supplies. If so, select the applicable drinking water bonus category in column (4) of the table. Column (4) will automatically populate with appropriate answer options depending on the water resource type (ground or surface water) addressed by the project in each HUC 12.

This includes any of the following: Municipal water supplies governed by chs. NR 809 and 811; Other-Than-Municipal (OTM) water supplies governed by chs. 809 and 811; Non-Transient water supplies governed by chs. NR 809 and 812; Transient water supplies governed by chs. NR 809 and 812.

(1) HUC 12 Name	(2) Water Resource Addressed	(3) Project Percent	Drinking Water Bonus Category

Question 5. Extent of Pollution Control

Select 1, 2, or 3 in A, and then select B if appropriated to identify the pollutant control goal of the proposed project and provide all requested information for the selected category.

A. Pollutant Control Goal

1. Ch. NR 151 Performance Standard for Total Suspended Solids

○ The project will make progress toward achieving compliance with the 20 percent reduction in total suspended solids (TSS) performance standard in NR 151.13(2)(b)1. to reduce TSS carried in storm water runoff from existing developed urban areas to waters of the state, as required under municipal separate storm sewer system (MS4) permit issued pursuant to NR 216.

2. Total Maximum Daily Load Allocations

○ The project will make progress toward achieving compliance with the storm water wasteload allocation or meeting the storm water load allocation in an EPA approved TMDL to reduce pollutant(s) of concern carried in storm water runoff from existing developed urban areas to waters of the state. (Note: Check only if reduction in storm water allocation is assigned in the TMDL. This category does not apply to streambank or shoreline restoration projects.)

3. Other Water Resources Management Priority

○ The project addresses a water resources management priority other than the NR 151 performance standard in category A. or the TMDL requirements in category B.

B. Planning Data And Source Targeting

☐ Check this box if the applicant has local (non-state) quantitative planning information (such as a municipal storm water management plan) that ranks pollutant load generation from urban drainage areas from highest to lowest in severity and the proposed project will manage pollutant loading from an area in in the top 50% of the ranked list. If checked, provide the information required in a, b, and c below.

Question 6. Evidence of Local Support

A. Budget

Check the situation that exists at the time of application and attach and fill in the required supporting information. Check all that apply.

☐ **1.** Adopted budget: Some or all of the local-share funds for this project are already specifically included within the municipal governing body's operating budget or within the utility board's utility district budget and the adopted budget covers the years of the grant period. A copy of the adopted budget document(s) is/are attached to this application, and the amount budgeted and date(s) of adoption are listed in the table below.

Adopted Budget Document	Amount Budgeted	Date of Adoption
	$	
	$	
	$	
Total	$	

☐ **2.** The municipality or utility has included some or all of the local-share funds for this project within its adopted capital improvement plan (CIP). A copy of the adopted CIP budget(s) is/are attached to this application, and the amount(s) budgeted and date(s) of anticipated adoption are listed in the table below.

Capital Budget Document	Amount Budgeted	Date of Adoption
	$	
	$	
	$	
Total	$	

☐ **3.** Some or all of the local-share funds for this project not specifically included in an adopted budget, are included in one or more proposed budget(s) attached to this application, and the amount(s) budgeted and date(s) of anticipated adoption are listed in the table below.

Proposed Budget Document	Amount Budgeted	Date of Adoption
	$	
	$	
	$	
Total	$	

☐ **4.** Some or all of the local-share funds for this project not specifically included in an adopted or proposed budget, will be provided by another non-state funding source. These other funding source(s), and their anticipated amounts are listed in the table below.

Funding Source	Amount
	$
	$
	$
Total	$

5. Total local share amount included in an adopted or proposed budget: $

6. Local share amount entered in Question 6C.3: $

The amounts shown on lines 5 and 6 (above) should be equal. If the full amount of local share will not be provided, the project is ineligible.

B. Public Information

Select the true statement below and attach the required supporting information.

◯ **1.** The applicant has already conducted public outreach activities about the proposed project with property owners in the immediate project area and evidence of this public outreach is attached to this application.

◯ **2.** This project has been discussed at a governmental meeting open to the public and the information about this meeting, including date/time, location, participant names, and discussion summary are attached to this application.

Question 7. Consistency with Local Resource Management Plans

Yes

☐ A. Check this box if the proposed project implements a water quality recommendation from a locally approved resource management plan less than ten years old, other than a TMDL report, TMDL implementation plan, or County Land and Water Resource Management Plan.

Question 8. Disadvantaged Community Bonus Points

1. List the town, village, or city where the project is located.

2. Explain how the project is benefitting the communities where it is located.

Question 9. Supporting Regulations

Check all that apply to this project and provide the required information for each checked item.

A. Developed Urban Area Ordinances

☐ The project is located within an area which has one or more regulations that implement the nonagricultural performance standards for existing developed urban areas under s. NR 151.13.

B. New Development Area Ordinances

☐ The project is located within an area which has other regulations designed to reduce the impact on water quality from new development other than a construction site erosion control or a post-construction storm water ordinance.

Question 10. City of Racine

Yes

☐ A. Check this box if this is an application from the City of Racine for a project that is necessary for the city to comply with state storm water permitting requirements.

Project Name:

UNPS&SW Program Construction Grant Application

Part V. Eligibility for Local Enforcement Multiplier

Check one of the boxes below. If Permitted MS4 is selected, stop here. If Non-Permitted-MS4 is selected, continue.

◯ Permitted MS4 ◯ Non-Permitted-MS4

Completion of this part of the application is optional for Non-Permitted MS4s. However, an applicant can increase the final project score by qualifying for a project multiplier. To qualify, an applicant must be able to answer "**yes**" to A, B, and C and provide all requested supporting information.

Select all of the activities that are in place and being implemented as of the application submittal date and provide the required documentation if A, B and/or C is checked.

Yes

☐ A. The governmental unit is implementing a pollution prevention information and education program targeted for property owners and other resident and electronic copies of items 1 and 2 below are attached to this application.

- ☐ 1. A description of the efforts to understand storm water issues in the community during the past 2 years.
- ☐ 2. Examples of printed materials created and distributed during the last two years.

☐ B. The governmental unit is tracking storm water permitting activity (construction and post-construction) in the governmental unit and an electronic copy of summary information from the last two years is attached to this application.

☐ C. The governmental unit is implementing a nutrient management plan for municipally-owned properties of pervious area where nutrients are applied and electronic copies of items 1 and 2 below are attached to this application.

- ☐ 1. Labeled map of all municipally owned pervious areas located in the project area.
- ☐ 2. Nutrient management plan for each municipally-owned pervious area.

Optional Consultant Contact

If the applicant would like a consultant to be copied on correspondence regarding this grant application, enter consultant contact information in the space below.

Consultant Name	Consultant Firm Name
E-Mail Address	Area Code + Phone Number

Optional Additional Information

Carefully review your answers to all of the questions above. Is there additional information that will add to the department's understanding of this project? If so, describe here.

Applicant Certification

A Responsible Government Official (authorized signatory) must sign and date the application form prior to submittal to the DNR. The governmental official with signatory authority must be the person authorized by the Governmental Responsibility Resolution. I certify that, to the best of my knowledge, the information contained in this application and attachments is correct and true.

Signature of Responsible Government Official	Date Signed
Name (*please print*)	Title

☐ The required, completed Governmental Responsibility Resolution (GRR) (see Attachment K) is attached. Authorized signatory must be approved in the GRR.

Please use this page to write any constructive comment(s) you might have to improve this application.

Thank you.

Submittal Directions

To be considered for funding, provide the following for each application submitted:

- One copy of the completed application form [DNR Form 8700-299] with signature by the Authorized Responsible Government Official plus all attachments.
- The signed application and attachments should be saved in at least two separate PDF files.
- If any one of the files exceeds 25 MB, save the application and all attachments to a flash drive or an FTP site.

Send the application files using the this WI Box Dropoff Portal: https://wibox.wi.gov/dropoff/. The data fields need to be filled out the following way:

From: Your email address
To: DNRCFANONPOINTGRANTS@wisconsin.gov
Subject: Application Type- Project Name-Applicant Name

OR

Email the application files or a link to the FTP site to DNRCFANONPOINTGRANTS@wisconsin.gov.

OR

Send a flash drive to

USPS
Department of Natural Resources
Attn: Runoff Management Grant Coordinator WT/3
P.O. Box 7921
Madison, WI 53707-7921

Other delivery service
Department of Natural Resources
Attn: Runoff Management Grant Coordinator WT/3
101 South Webster Street
Madison, WI 53703

All application materials must be dated/postmarked no later than midnight **April 15 (April 16/17, if the 15th falls on a Sunday or a Saturday) of the calendar year** prior to the grant start year.

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 11, 2024

RE: **Consideration and possible action on applying for a Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Management Grant Program***

Staff is requesting approval to submit a grant to construct a pond off Honey Court. This pond will treat storm water from existing development that discharges to the Fox River via a storm sewer on Cook Street. The pond construction will assist the City in meeting the required TSS and phosphorous reduction required as part of our MS4 permit with the WDNR.

The Wisconsin Department of Natural Resources (WDNR) offers construction grants under the Urban Nonpoint Source (UNPS) and Storm Water Management Grant Program. The UNPS grant period is two years. The deadline to submit the grant for UNPS construction projects beginning in 2025 is April 15, 2024. Grant funding may be up to $150,000 for construction projects. The grant is a 50% cost share where the City would be required to fund the project and request reimbursement once the project is completed. Projects eligible for construction grants include:

- Construction of structural urban best management practices (BMPs) including detention, wet, infiltration, or wetland basins, or infiltration trenches.
- Engineering design and construction services for BMPs installation.
- Land acquisition and easement purchase, including appraisal cost.
- Storm sewer rerouting and removal of structures.
- Streambank and shoreline stabilization.

The City received the revised WPDES Permit No WI-S050075-3 for storm water runoff in 2019. Requirements of this permit are based on established pollutant allocations for Total Maximum Daily Loads (TMDL's) to the lower Fox River. The permit requires the City to continue to implement post construction storm water management practices to reduce pollutant loads to the Lower Fox River. Staff proposes to submit a grant application for the construction of a wet detention pond off Honey Court and Cook Street. This location was included in the City's most recent Storm Water Management Plan.

Staff recommends approval for the preparation and submittal of an application to be signed by the City Engineer for the Urban Nonpoint Source and Storm Water Management Grant Program.

CITY OF DE PERE

Public Works - Engineering Department

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #24-25 Authorizing Agreement for Contractor Services Between the City of De Pere and American Pavement Solutions, Inc. (Concrete Grinding Sidewalk-Various Locations).**

The Board of Public Works at the March 11, 2024 meeting approved the award of Contract 24-19A Concrete Grinding Sidewalk-Various Locations Request for Proposal to American Pavement Solutions, Inc. in the estimated amount of $16,930 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso24-25 (PDF)
- American Pavement Solutions, Inc.(Concrete Grinding)3-8-24-161-001-12 (PDF)
- Exhibit A-American Pavement(PDF)
- Exhibit B-American Pavement(PDF)
- 2024 0311 CI_BOPW_Award_24-19A(PDF)
- 2024 0229 CE_24-19A BID TAB (PDF)

RESOLUTION #24-25

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND AMERICAN PAVEMENT SOLUTIONS, INC.
(Concrete Grinding Sidewalk – Various Locations; Project 24-19A)

WHEREAS, the City is in need of concrete grinding services at various locations within the City of De Pere; and

WHEREAS, American Pavement Solutions, Inc. has available and offers to provide personnel and equipment necessary to accomplish the concrete sidewalk grinding services, subject to the terms and conditions of the Agreement for Contractor Services and the exhibits thereto, attached and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to enter into an Agreement for Contractor Services Between the City of De Pere and American Pavement Solutions, Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/11/2024

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND AMERICAN PAVEMENT SOLUTIONS, INC. (Concrete Grinding Sidewalk – Various Locations; Project 24-19A)

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

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City's Request for Proposals, Project 24-19A, Concrete Grinding Sidewalk – Various Locations, dated February 9, 2024, attached hereto and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

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

III. INSURANCE

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

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

2. Automobile Liability

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

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

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

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

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

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

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

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

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

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

   It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible

party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition

precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

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

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

VIII. NOTICES

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

If to City:	If to Contractor:
City of De Pere	American Pavement Solutions, Inc.
Attention: City Engineer	Attention: Timothy D. Helstad
925 South Sixth Street	1455 Gruber Road
De Pere, WI 54115	Green Bay, WI 54313-8939

Signatures to follow on Page 6 of 6

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

AMERICAN PAVEMENT SOLUTIONS, INC.

By: _____
Timothy D. Helstad
Registered Agent/Owner

By: _____
Printed Name: _____
Title: _____

CITY OF DE PERE

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

_____
Anthony S. Wachewicz III, City Attorney

J:\Law\Agreements\2024\Contractor\American Pavement Solutions, Inc.(Concrete Grinding)3-8-24-161-001-12.docx

FEBRUARY 9, 2024

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 24-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, February 29, 2024** at which time they will be publicly opened and read aloud. The bid opening will occur virtually or in person. See the proposal forms and specifications for additional information.

Project 24-19A for which proposals are being sought includes the following approximate quantities:

- 250 Each Grinding sidewalk up to five (5) feet wide and less than (2) inches high
- 10 LF Grind of sidewalk wider than five (5) feet wide

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@deperewi.gov.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

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

Dated this 9th day of February, 2024.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 24-19A

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 24-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EACH	250*	$	$
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	10*	$	$
				TOTAL	$

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of

_____and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or their agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

_____ TITLE_____

(Signature of Bidder)

_____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 24-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK

   The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2022 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. OPENING BIDS
   Bids will be opened at the time and place indicated in the Advertisement to Bid. The bid opening can viewed live via the GoToMeeting information shown below. An abstract of the amounts of the base bids and major alternatives, if any, will be made available to bidders after opening the bids.

   The bid opening can be viewed live via GoToMeeting as follows:

   https://meet.goto.com/688629469

   You can also dial in using your phone.

   United States (Toll Free): 1 877 309 2073

   Access Code: 688-629-469

   Get the app now and be ready when your first meeting starts:
   https://meet.goto.com/install

3. CONCRETE GRINDING SPECIFICATION

   Description: This special provision describes grinding concrete sidewalk to remove trip hazards.

   A. Materials: Perform grinding using dry, vertical carbide grinding equipment that will leave a non-slip surface. Grinding can also be performed by saw cutting with flush mounted diamond-tipped blades capable of horizontal cutting to remove the concrete completely to all edges of the walk.

B. Construction: Perform grinding so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces will not be smooth or polished and have a coefficient of friction of not less than 0.30.

Perform grinding so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete will remain untouched by the grinding process without scars or damage.

The finished slope will be a maximum of 8:1 per attached details.

The City will provide a list of the job site addresses.

C. Measurement: The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.

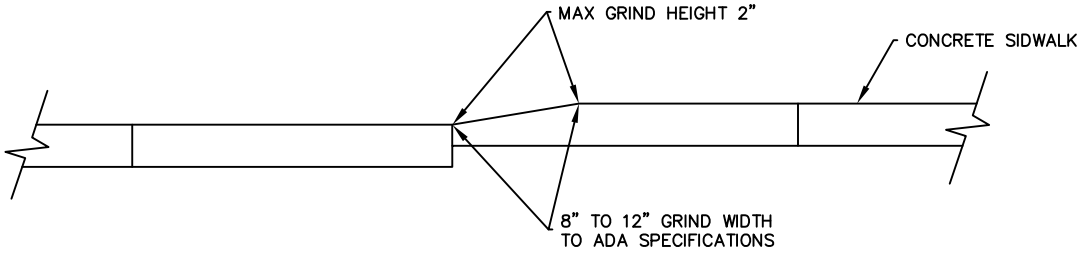
D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER/DESCRIPTION		UNIT
SD-01	Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EACH
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF

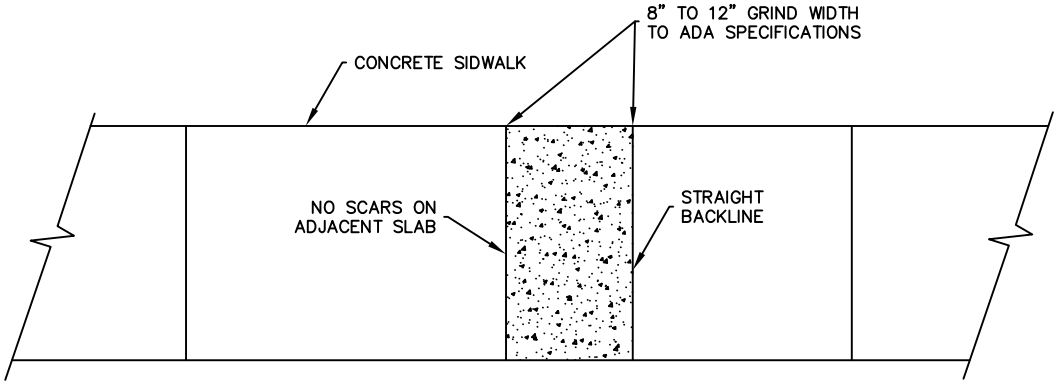
Payment is full compensation for furnishing all materials, mobilizing to site, grinding, clean up, removing all excess debris, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

4. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress.

A sample contractor agreement is attached for your reference.



TYPICAL SECTION



PLAN VIEW

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

TITLE:
CONCRETE SIDEWALKS
GRINDING DETAIL

DIVISION: 32

DRAWING NO:
C-9

DATE: 12/2018
BY: KAD
CHECKED:

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 24-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EACH	250*	$ 67.20	$ 16,800.00
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	10*	$ 13.00	$ 130.00
				TOTAL	$ 16,930.00

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of

American Pavement Solutions, Inc. and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or their agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE Secretary

Robert J. Burkel

Print or Type Name of Bidder

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 11, 2024

RE: **Consideration and possible action on award of Project 24-19A Sidewalk Grinding - Request for Proposal***

The Engineering Department received proposals for Project 24-19A Sidewalk Grinding on February 29, 2024. This work is for repairs to City sidewalks. The proposal is as follows:

Contractor	Amount
American Pavement Solutions, Inc.	$16,930.00
All Star Cutting and Coring, LLC	$24,975.00

The allocated budget amount for the project from the capital improvement fund is $18,000.00. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from American Pavement Solutions, Inc. in the amount of $16,930.00.

Attachments:
2024 0229 CE_24-19A BID TAB (PDF)

DE PERE

PROJECT 24-19A
SIDEWALK GRINDING PROPOSALS

				BIDDER NO. 1		BIDDER NO. 2	
				American Pavement Solutions, Inc.		All Star Cutting & Coring, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
SD-01	Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EA	250	$67.20	$16,800.00	$99.50	$24,875.00
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	10	$13.00	$130.00	$10.00	$100.00
			TOTAL AMOUNT BID:		**$16,930.00**		**$24,975.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #24-26 Approving Amendments to Sections 2, 3, 4, 5, 6, and 7 of the City of De Pere Employee Policy Manual.**

ATTACHMENTS:

- Reso24-26 (PDF)
- 2024 Policy Updates to Finance and Council 3.2024 (PDF)
- 2024 Policy Updates Memo to Finance and Council 3.2024 (PDF)
- 2024 Policy Updates Redline to Finance and Council 3.2024 (PDF)

RESOLUTION #24-26

APPROVING AMENDNENTS TO SECTIONS 2, 3, 4, 5, 6, AND 7 OF THE
CITY OF DE PERE EMPLOYEE POLICY MANUAL

WHEREAS, the Finance/Personnel Committee has reviewed the proposed changes to the Employee Policy Manual as recommended by the Human Resources Department to remain competitive and current within the workforce and to address the needs of City employees; and

WHEREAS, the Committee recommends approval of such changes as more fully set forth below.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and adopts the following amendments to Sections 2, 3, 4, 5, 6, and 7 of the City of De Pere Employee Policy Manual as is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/12/2024

2.2 Work Schedule/ Remote Work

D. Alternative Work Arrangements: The City recognizes the importance of its employees having a proper work-life balance. It is understood that allowing employees to have a degree of control over their work schedules may make it easier for them to manage non-job-related responsibilities and to be more efficient and productive at work.

As a result, the City supports alternative work arrangements which include alternative work schedules and remote work; provided that such work arrangement is beneficial to the organization and the employee and continues to satisfy the needs and objectives of the City. The department head is responsible for ensuring the fair and equitable administration of this policy to employees.

Alternative work arrangements should meet the following criteria:

- Alternative work arrangements will not result in a change in the City's or a department's hours of operation.
- Each department head is responsible for ensuring that all services of the department are available to internal and external customers during regular hours of operation and that the efficiency and effectiveness of the department's operations will not be interrupted or negatively impacted.
- Alternative work arrangements are not appropriate for all positions, all departments, or all situations.
- Working an alternative work arrangement is a privilege, not an employee right and it in no way changes the terms and conditions of employment with the City.
- Employees must maintain an acceptable time and attendance record and maintain a satisfactory work performance.
- Employees that answer department main phone lines while onsite will be required to answer the phone lines while working remotely.
- The alternate work arrangement will not cause overtime. All overtime must have supervisor approval prior to incurring the overtime.
- Any alternative work arrangement may be discontinued at will and at any time at the request of the department head with approval from Human Resources. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of the alternative work arrangement. There may be instances, however, when no notice is possible.

3.7 Photography and Videography of Employees

At the City, occasional capturing visual content, including photographs and videos, occurs to document work-related activities, celebrate achievements, and showcase our

vibrant workplace culture. This helps the City remain transparent to our residents and community stakeholders, promote important City-related projects and events, and demonstrate the value and score of City operations. This may involve recording or photographing employees during the course of their job duties or at City gatherings.

Respecting the privacy and preferences of all employees, the City understands that some individuals may have concerns about appearing in photographs or videos. Employees who prefer not to be included in visual content or recorded during work activities are encouraged to communicate their preferences to the individual responsible for capturing the media.

Employees choosing to opt out of being photographed or recorded should kindly inform the person responsible for capturing visual content. The City is committed to respecting these preferences to the best of its ability, ensuring that the individual's desire for privacy is honored. Keep in mind, the City wishes to visually demonstrate our work and activities in the community, so employees should be aware that photographs and video content may still be captured of tasks, even if an employee's likeness is not captured.

While every effort will be made to accommodate individual preferences, it may not always be feasible to exclude every employee from all photographs or videos in work-related settings, especially in situations involving group activities or wide-angle shots. However, we will strive to consider and respect the privacy concerns of our employees whenever possible. These considerations apply only to work-related duties and acts done during work hours as a City employee, not for those voluntarily attending events or programs hosted by the City during free time outside of work hours.

Continued employment at the City of De Pere implies acknowledgment and consent to the possibility of incidental inclusion in visual content captured during work-related events or activities, unless communicated otherwise.

4.1 Rules of Conduct

Public service as an employee of the City is a privilege and not a right. The City desires to employ public servants who serve the public, who protect and further the trust and confidence the public has placed in its servants, who work together as team members, and who strive for professional growth and effective service.

High quality performance, honesty, respect, reliability, professionalism and good judgment are fundamentally required of each employee. Other standards of conduct exist in order to maintain an orderly and efficient working environment and for preservation of the public's trust in its public servants. The Rules of Conduct apply to all City employees.

The primary objectives for each employee are to protect and further the public's trust and confidence and to perform at a high quality level so that the City's citizens, businesses, representatives of other entities, co-workers, and visitors receive high quality services from each employee. Conduct that is inconsistent with those objectives

or in violation of policy, rules or general expectations of professional conduct is forbidden and will subject the offending employee to discipline up to and including discharge. The City has established policies, rules and general expectations of conduct in furtherance of the effective operation of the City, to further these objectives, and for the employee to have a successful career.

No list of rules or types of unacceptable conduct can substitute for the sound and reasonable judgment expected of each employee. It is impossible to list every conceivable type of unacceptable conduct contrary to the interests of the City. The City believes unacceptable acts of misconduct, stand alone, warrant serious discipline up to and including discharge, such as the following:

- Dishonest, misleading or deceptive conduct
- Unauthorized circumvention of the chain of command
- Undermining the authority of a supervisor
- Refusing or failing to follow an order or directive
- Theft, falsification or misappropriation of City records or property, or the property of others, including theft of work time, excessive unauthorized time at break periods, misuse of sick leave or other designated leave, misrepresenting work time, or failing to accurately record work time
- Failing to completely and accurately document relevant information
- Failing to provide accurate and complete information to a supervisor or others who require the information
- Leaving the job without permission
- Causing or working unauthorized overtime
- Failing to cooperate/communicate with others
- Engaging in conduct that creates an unsafe work environment
- Fighting, threats, intimidation or harassment of others
- Damage or defacing of City or employee property
- Failure to report damage of equipment or property to supervisor
- Misuse or unauthorized use of City property
- Possession, use, or being under the influence of illegal substances or alcohol while on duty or refusal to take a drug or alcohol test
- Engaging in unethical conduct
- Conviction of a crime or other offense subject to civil forfeiture, while on or off duty, if the conviction makes it impossible for the employee to perform their duties
- Unauthorized possession of weapons or firearms during work time or on City premises or property
- Absence of two consecutive workdays without notifying supervisor prior to start of work shift
- Excessive absenteeism or tardiness
- Failing to promptly report absence or tardiness to supervisor prior to start of work shift

- Working another job while on sick leave or when not released for full duty while receiving workers' compensation benefits
- Disclosing confidential information to unauthorized sources
- Loafing or sleeping on the job during working hours (except for Fire Fighter employees when working 24 hour shifts)
- Misuse of licenses, patents or copyrights while on work time or using work resources
- Unauthorized solicitations or distributions
- Failure to promptly report defective equipment or safety hazard
- Failure to report injury or accident immediately to supervisor within 24 hours
- Horseplay or violation of safety rules
- Engaging in conduct or activities which serve to lengthen the healing period for a work-related injury
- Substandard quality or quantity of work, including deliberate reduction of output
- Failure to complete assignments promptly and accurately
- Smoking, use of e-cigarettes, or use of smokeless tobacco in unauthorized areas or during work time (break times excluded)
- Unprofessional appearance
- Discourteous treatment of others
- Profane or disrespectful conduct
- Conducting more than a diminutive amount of personal business on City time or property, including promoting or selling any item or soliciting, unless permission is obtained from your supervisor
- Failing to fully comply with standard operating procedures, policies or rules
- Failing to comply with expectations of conduct communicated to an employee
- Failing to appropriately supervise an employee or hold employee accountable
- Failing to report a possible violation of the policies or rules through the chain of command or other authorized reporting procedure
- Inability to work as a member of a team or having attitudinal issues

The City reserves the right to determine whether any other conduct is contrary to the interests of the City and warranting disciplinary action, up to and including discharge.

4.9 Dress Code/Appearance and Demeanor

B. Non-Office Employees

The specific attire requirements above do not apply to City employees who wear uniforms or in situations where the employee's clothing is addressed through a collective bargaining agreement.

Employees are responsible for keeping their uniforms neat, clean and in good repair. Uniforms shall be worn only during work hours, or for conducting official City business outside working hours.

All clothing and safety equipment must be worn as necessary for the type of work being conducted. Failure to wear protective gear and safety clothing may result in discipline. All employees who perform physical manual labor shall also be required to wear protective gear and safety clothing and remove any loose or dangling jewelry that may present a safety hazard.

1. Safety Shoes: For benefit eligible positions that require safety shoes/boots, the employee will be reimbursed up to $125 annually for approved ANSI Standard Safety Shoes or Boots. Effective January 1, 2025, employees will be reimbursed up to $200 annually for approved ANSI Standard Safety Shoes or Boots. Employees who desire more expensive shoes/boots, will pay the additional costs. Employees may choose footwear styles and vendors of their choice provided they comply with OSHA standards. Footwear purchased with the assistance of this reimbursement may be expected to be worn at all times during working hours. The City reserves the right to deny the shoe/boot reimbursement for any employee for any reason with good cause. Itemized receipts must be submitted within 30 days of purchase for reimbursement.

4.10 Ethics/Conflict of Interest

Employees are expected to comply with all provisions of the City's Ethics Code and Policy. Failure to comply with this policy may result in discipline up to and including termination.

It is declared that high moral and ethical standards among City employees are essential to the conduct of representative government and that a code of ethics for the guidance of public officers and employees will assist them in avoiding conflicts of interest, will improve standards of public service, and will promote and strengthen the confidence of the residents of the City in their public officers and employees.

A. Definitions

Public officer: Means all of those persons defined in Wis. Stat. § 62.09 and all members of boards, commissions and committees of the City, whether paid or unpaid.

Public employee: Means any person excluded from the definition of a public officer who is employed by the City.

Anything of value: Means any gift, gratuity, favor, service or promise of present or future employment, but does not include actual, necessary and authorized expenses, or the exchange of seasonal, anniversary or customary gifts among relatives and friends.

B. Standards of Conduct

Generally, this policy shall not prevent City officers or employees from accepting employment or following any pursuit which does not interfere with the full and faithful discharge of their duties to the City; City officers and employees retain their rights as citizens as to interests of a personal or economic nature; and standards of ethical conduct need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society and those which are substantial and material.

This policy prevents City officers and employees from engaging in the following activities:

1. Financial Gain: City officers or employees may not use their public positions to obtain financial gain for themselves or their immediate families, or for any business with which they are associated.

2. Special Privileges: City officers or employee may not use or attempt to use their public positions to influence or gain unwarranted benefits, advantages or privileges for themselves or others.

3. Gifts and Gratuities: No City officer or employee shall receive or offer to receive, either directly or indirectly, any gift, gratuity or anything of value from any person if such person:

    a. Has or is seeking to obtain contractual or other business or financial relationships with the City, its boards, commissions or committees; or
    b. Conducts operations or activities, which are regulated by the City, its boards, commissions or committees.

4. Contracts with the City: No City officer or employee who, in their capacity as such officer or employee, participates in the making of a contract in which such officer or employee has a private pecuniary interest, directly or indirectly, or performs in regard to that contract some function requiring the exercise of discretion on the part of such officer or employee, shall enter into any contract with the City unless the contract is awarded through a process of public notice and competitive bidding, pursuant to Wis. Stat. § 62.15.

5. Incompatible Employment: No City officer or employee shall engage in or accept private employment from or render service to a private interest when such employment or service is incompatible with the proper discharge of their official duties or would tend to impair such official's or employee's independence of judgment or action in the performance of their official duties, unless otherwise permitted by law and unless disclosure of such private employment is made to the Finance/Personnel Committee.

6. Disclosure of Interest in Legislation: To the extent known, any member of the Common Council who has a financial interest in any proposed legislative action before the Common Council shall disclose on the records of the Common Council the nature and extent of such interest.

   Any City officer or employee who has a financial interest in any proposed legislative action before the Common Council or a City board, commission or committee, and who participates in discussion of or gives an official opinion or recommendation regarding such matter, shall disclose on the records thereof the nature and extent of such interest.

7. Confidential Information: City officers and employees may not use or disclose confidential information gained in the course of or by reason of their official positions or duties in a way that could result in financial gain or benefit for themselves or others.

8. Campaign Contributions: Campaign contributions shall be reported by all candidates for City office in strict conformity with legal requirements. Campaign contributions shall be excluded from the provisions of this policy.

9. Event Attendance. No city officer or employee may accept or retain:

   a. any item or service, including food, drink, and travel, of more than nominal value offered because of the officer or employee's position or discounted; and

   b. discounted transportation, traveling accommodations, or communications services for which the supplier would usually charge.

10. Food, Drink, Transportation, and Lodging; Items and Services of Insubstantial Value. Except as otherwise provided in this Section, a city officer or employee may accept and retain:

    a. Food, drink, transportation, lodging, items, and services unrelated to their holding of their position and which could not be reasonably expected to influence their official vote, action, or judgment, nor could reasonably be considered a reward for any official action or inaction; and

    b. Items of insubstantial value, such as mere tokens, items, and services of only nominal, insignificant, or trivial value in an amount not to exceed fifty dollars ($50.00). Any item valued at more than $50.00 during the prior year shall be identified in a statement submitted to Human Resources unless it is returned to the donor.

C. Penalty and Sanctions

Violation of any provision of this policy may constitute cause for suspension, removal from office or employment, or other disciplinary action by the appropriate City authority. Suspension or removal proceedings of City officers shall be pursuant to Wis. Stat. § 17.12.

D. Severability

If any provisions of this policy are held invalid or unconstitutional or if the application of this policy to any person or circumstance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this policy which can be given effect without the invalid or unconstitutional provision or application.

5.3 Technology Use

The City's computers, networks, programs, hardware, software, electronic communication devices (like phones and cell phones) and tools, other technology, and the Internet (collectively, "technology") are intended as tools for the City to serve the public and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the City, interfere with the work of its employees, increase its costs, and even expose the City to damage, liability and security risks.

In order to protect the interests of the City, the City reserves its right to monitor all use by employees of technology. No employee should expect privacy or secrecy in the use of technology. Employee use constitutes acceptance of the City's monitoring and disclosure of the employee's use. Use of the City's property and technology can be limited by the City at any time for any reason. The City may consent to the disclosure of information from use of technology or any other property, and the City may authorize a law enforcement agency to search or review the City's technology or property, and the City may use such information for its intentions and purposes.

To the extent employees utilize personal deceives or internet-based accounts to complete official job duties or to communicate about official job duties or official City business, employee should have no reasonable expectation of privacy in such communications or in any work product stored on such personal device or account. To the extent provided by law, the employer may demand these communication or work product be provided, or in the alternative, may search the employee's personal device or account.

5.4 Generative Artificial Intelligence (AI) Usage Policy

Generative Artificial Intelligence (AI) is a set of relativity new technologies that uses large volumes of data along with machine learning techniques to produce content based on inputs from users, known as prompts. Generative AI are tools and not actual intelligence in the human sense, rather, they are very sophisticated models that predict what the language, text, or video that satisfies the prompt should be. The content can be written (e.g. ChatGPT or Bard), visual (e.g. Dall-E), spoken, or musical. Generative AI may be useful in your work but may also present risks. This policy serves as a resource for City of De Pere employees in responsible generative AI usage.

The use of generative AI will generally be allowed while performing work for the City of De Pere. City email addresses, credentials or phone numbers can be used to create an account with these technologies.

Some examples of what could be created using generative AI include:

- Emails, memos, and speeches.
- Blog posts, reports, and other publications.
- Spreadsheet calculations.
- Foreign language translations.
- Document or information sorting.
- Outlines or summaries of internal or external information.

A. General Guidelines:

1. Employees wishing to use generative AI should discuss the parameters of their use with their supervisor. Supervisors may verbally approve, deny or modify those parameters as best meets City's policy and legal requirements or other business needs.

2. Sensitive or private information shall not be entered into generative AI platforms. All information entered into a generative AI platform should be treated as though it could be viewable to the public. Do not share confidential or sensitive content, or personally identifiable information about yourself, colleagues, residents, or projects you are working on.

3. All generative AI content must be properly cited, as must the use of generative AI content when used as a resource for City work. Your disclosure should include the version and type of model you used. For example, "This content was generated with the aid of ChatGPT3.5 and revised by Employee Name".

4. All generative AI content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot be found to verify factual information generated by the generative AI platform, that information cannot be used for work purposes.

5. Employees are responsible for the outcomes of the tools they use. For example, if autocorrect unintentionally changes a word, changing the meaning of something the employee wrote, the employee is still responsible for the text. Technology enables our work; however, it does not excuse judgement or accountability.

6. Employees must use generative AI in accordance with all City of De Pere's conduct and antidiscrimination policies. These technologies shall not be used to create content that is inappropriate, discriminatory or otherwise harmful to others or the City.

B. Monitoring

City of De Pere's Technology Use Policy and relevant monitoring policies still apply when using generative AI with City equipment.

6.3 Overtime

When City operating requirements or other needs cannot be met during regular working hours, then a supervisor may decide it is necessary for employees to work overtime. All overtime work will be based on the department supervisor's authorization. Designation of an employee to work overtime may be based on factors such as skills, experience, qualifications and ability to respond in a timely fashion. No overtime shall be performed without prior supervisory authorization. Typically only non-exempt employees will be paid overtime. Exempt employees may be eligible to receive additional compensation above their regular salary up to the amount the City is reimbursed for the employee performing work for another employer. Employees will only be eligible for the time they are not working for the City. If employees flex the additional time then no payment shall be allowed for that time. The employee's supervisor or department head must notify payroll prior to the end of the pay period of the amount of hours and at what rate (i.e. straight time, 1.5 x or double time).

Overtime Payable as Wages: Unless otherwise defined, a standard workweek is Saturday through Friday. Sworn law enforcement officers and firefighters may have a longer work period as permitted by law. Overtime compensation is paid at a rate of time and one-half the hourly rate of pay for non-exempt employees who physically work in excess of 40 hours in a workweek. Vacation, sick leave, compensatory and other paid leaves will not be considered as time worked for the purpose of computing overtime pay. Call in pay may be paid differently. See section 6.7 Emergency Pay. Paid time off for recognized holidays when the City is closed for business will be considered time worked for the calculation of overtime. Employees working on an actual or recognized holiday will receive two times their rate of pay for hours worked, regardless of the actual hours physically worked during the workweek.

6.9 Compensation Policy

E. Pay Increases:

1. Step Movement: Employees below the pay for performance range shall advance the equivalent of one step a year until they reach the pay for performance range. These increments shall be based upon measured performance that at least meets expectations and shall be in addition to any other approved general yearly market adjustment.

2. Across the Board Adjustment: Annually, the Human Resources Director will review the pay structure and recommend an adjustment based upon market conditions, the cost of living, financial limitations or organizational performance, and any third-party recommendations or sources, as deemed appropriate. This is separate and distinct from any employee movement within the established pay structure (e.g. pay for performance, steps, etc.). Across the board adjustments may be provided as approved by the Common Council during the budget process unless not warranted based on individual performance as determined by the City Administrator with supervisory input. All employees, except those red-circled (above 125% of market) are eligible for an across the board adjustment. The goal of the City is to provide annual adjustments to the structure to ensure that the pay plan maintains pace with the competitive marketplace.

7.2 Vacation

If an employee becomes ill or injured during a scheduled vacation, then the employee is still considered on vacation. However, exceptions can be made when the injury or illness is sudden and unexpected (e.g., influenza, COVID, hospitalization). The employee must have been otherwise available to work from their permanent residence and notify their supervisor prior to the normal start time of their shift, or as soon as practical if due to injury, in order to qualify to change vacation time to sick leave. Approval of the change is required by the Department Head when or as soon as possible after, such illness or injury arises and written medical verification is submitted, if required.

7.6 Holidays

Employees are afforded the following holidays as paid holidays: January 1, Martin Luther King Holiday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24 and December 25. Employees are paid 8 hours for the holidays. Battalion Chiefs follow the Firefighter collective bargaining agreement for holidays.

When any legal holiday listed above falls on a Sunday, then the following day will typically be considered a recognized holiday; if the legal holiday falls on a Saturday, then the previous day will typically be considered a recognized holiday. In those departments where service is necessary on the otherwise recognized day, then the department heads or supervisors, upon approval of the City Administrator, may designate that certain employees of their departments consider Friday as the recognized holiday and other employees will consider Monday as the recognized holiday. To receive holiday pay, employees must be employed at the time of the holiday and work or use paid time off the workday before and workday after the recognized holiday.

A. When Holidays Fall (or are observed) Monday-Thursday: Employees are paid 8 hours (pro-rated for part-time employees) for holidays, but employees working hours of operation work 9 hours Monday-Thursday. Employees will be allowed to make up the difference in that time the same work week to keep their weekly hours the same, use vacation, floating holidays, or comp time, or to take that time unpaid (an exception to the voluntary unpaid leave program). Exempt employees are still expected to have at least 80 hours during each pay period.

   When a holiday falls on a Thursday, and City buildings would normally be open on that Friday, City buildings will close, and employees will receive 4 hours of paid time off for that Friday. For example, if July 4th falls on Thursday, employees would receive 8 hours of holiday for Thursday, July 4th and 4 hours of paid time off for Friday, July 5th. This day is not considered a holiday; therefore, these hours do not count as time worked for the purpose of overtime calculation or overtime pay for working on a holiday for employees that are required to work that day. With supervisor approval, employees that are required to work that Friday may use their 4 hours at another time during the year.

B. When a Holiday Falls (or is observed) on a Friday: The hours of operation will shorten by the difference of paid holiday time and the hours normally worked on Fridays. For example, if the 4th of July falls on a Friday, employees are scheduled to work 4 hours on Fridays, but are paid 8 hours (pro-rated for part-time employees) for holiday pay. Therefore, City buildings would close 4 hours (the difference between the hours of operation and holiday pay) earlier the day prior to the holiday, which is July 3rd. Therefore, City Hall and Community Center will close at 12:30 p.m. the day prior to the holiday (or the day prior to the observed holiday) and MSC will close at 11:30 a.m. on the day prior to the holiday (or the day prior to the observed holiday).

C. Alternative Work Schedule: Employees working an alternative work schedule should work with their supervisor to flex their hours during holidays weeks to keep themselves whole.

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Tracy Hood, Human Resources Generalist
Date: March 12, 2024

RE: Amending Sections 2, 3, 4, 5, 6, and 7 of the City of De Pere Employee Policy Manual*

Note: At the March 12, 2024, Finance/Personnel Committee the below recommendation was approved unanimously.

To remain competitive and current with the workforce and needs of the employees, we periodically recommend changes to the *Employee Policy Manual*. There are a number of changes we will be making to clarify language, however; the below recommendations change the intent of the language and therefore requires formal approval. Listed below is a summary of the changes. The attached document has track changes excerpts of the policy manual.

2.2 Work Schedule/Remote Work

- Added that employees that answer department main phone lines while onsite will be required to answer the phone lines while working remotely.

3.7 Photography and Videography of Employees

- Created a policy to ensure employees know that they may be photographed or video recorded during the course of their employment.

4.1 Rules of Conduct

- Added additional unacceptable acts of misconduct.

4.9 Dress Code/Appearance and Demeaner

- Effective January 1, 2025, increase the annual safety shoe allowance from $125 to $200.

4.10 Ethics/Conflict of Interest

- Allow employees the ability to accept items of insubstantial value, not to exceed $50.

5.3 Technology Use

- Added that employees who utilize personal devices or personal accounts to complete their job duties have no reasonable expectation of privacy in such communications or in any work product stored on such personal device or account.

5.4 Generative Artificial Intelligence (AI) Usage Policy

- Created a policy to provide guidance around generative artificial intelligence usage.

6.3 Overtime

- Removed seasonal recreation employees from being exempt from overtime.

6.9 Compensation Policy

- Changed section (E) 2 to be across the board adjustments instead of yearly adjustments.

7.2 Vacation

- Changed language to allow employees who suddenly and unexpectedly become ill or injured while on vacation to change their time off to sick leave. The employee must have been otherwise available to work from their permanent residence and notify their supervisor prior to the normal start time of their shift, or as soon as practical if due to injury, in order to qualify to change vacation time to sick leave.

7.6 Holidays

- Added that when a holiday falls on a Thursday and City building would normally be open on that Friday, that City buildings will close and employees will be provided with 4 hours of paid time off. This day is not considered a holiday; therefore, these hours do not count as time worked for the purpose of overtime calculation or overtime pay for working on a holiday for employees that are required to work that day.

In addition, we changed references from he, him, his, she, her, hers, to be gender neutral such as they, them, their, or the employee.

If you should have any questions in advance of the meeting, please contact me at 339-4045. Thank you.

2.2 Work Schedule/ Remote Work

D. Alternative Work Arrangements: The City recognizes the importance of its employees having a proper work-life balance. It is understood that allowing employees to have a degree of control over their work schedules may make it easier for them to manage non-job-related responsibilities and to be more efficient and productive at work.

As a result, the City supports alternative work arrangements which include alternative work schedules and remote work; provided that such work arrangement is beneficial to the organization and the employee and continues to satisfy the needs and objectives of the City. The department head is responsible for ensuring the fair and equitable administration of this policy to employees.

Alternative work arrangements should meet the following criteria:

- Alternative work arrangements will not result in a change in the City's or a department's hours of operation.
- Each department head is responsible for ensuring that all services of the department are available to internal and external customers during regular hours of operation and that the efficiency and effectiveness of the department's operations will not be interrupted or negatively impacted.
- Alternative work arrangements are not appropriate for all positions, all departments, or all situations.
- Working an alternative work arrangement is a privilege, not an employee right and it in no way changes the terms and conditions of employment with the City.
- Employees must maintain an acceptable time and attendance record and maintain a satisfactory work performance.
- Employees that answer department main phone lines while onsite will be required to answer the phone lines while working remotely.
- The alternate work arrangement will not cause overtime. All overtime must have supervisor approval prior to incurring the overtime.
- Any alternative work arrangement may be discontinued at will and at any time at the request of the department head with approval from Human Resources. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of the alternative work arrangement. There may be instances, however, when no notice is possible.

3.7 Photography and Videography of Employees

At the City, occasional capturing visual content, including photographs and videos, occurs to document work-related activities, celebrate achievements, and showcase our

vibrant workplace culture. This helps the City remain transparent to our residents and community stakeholders, promote important City-related projects and events, and demonstrate the value and score of City operations. This may involve recording or photographing employees during the course of their job duties or at City gatherings.

Respecting the privacy and preferences of all employees, the City understands that some individuals may have concerns about appearing in photographs or videos. Employees who prefer not to be included in visual content or recorded during work activities are encouraged to communicate their preferences to the individual responsible for capturing the media.

Employees choosing to opt out of being photographed or recorded should kindly inform the person responsible for capturing visual content. The City is committed to respecting these preferences to the best of its ability, ensuring that the individual's desire for privacy is honored. Keep in mind, the City wishes to visually demonstrate our work and activities in the community, so employees should be aware that photographs and video content may still be captured of tasks, even if an employee's likeness is not captured.

While every effort will be made to accommodate individual preferences, it may not always be feasible to exclude every employee from all photographs or videos in work-related settings, especially in situations involving group activities or wide-angle shots. However, we will strive to consider and respect the privacy concerns of our employees whenever possible. These considerations apply only to work-related duties and acts done during work hours as a City employee, not for those voluntarily attending events or programs hosted by the City during free time outside of work hours.

Continued employment at the City of De Pere implies acknowledgment and consent to the possibility of incidental inclusion in visual content captured during work-related events or activities, unless communicated otherwise.

4.1 Rules of Conduct

Public service as an employee of the City is a privilege and not a right. The City desires to employ public servants who serve the public, who protect and further the trust and confidence the public has placed in its servants, who work together as team members, and who strive for professional growth and effective service.

High quality performance, honesty, respect, reliability, professionalism and good judgment are fundamentally required of each employee. Other standards of conduct exist in order to maintain an orderly and efficient working environment and for preservation of the public's trust in its public servants. The Rules of Conduct apply to all City employees.

The primary objectives for each employee are to protect and further the public's trust and confidence and to perform at a high quality level so that the City's citizens, businesses, representatives of other entities, co-workers, and visitors receive high quality services from each employee. Conduct that is inconsistent with those objectives

or in violation of policy, rules or general expectations of professional conduct is forbidden and will subject the offending employee to discipline up to and including discharge. The City has established policies, rules and general expectations of conduct in furtherance of the effective operation of the City, to further these objectives, and for the employee to have a successful career.

No list of rules or types of unacceptable conduct can substitute for the sound and reasonable judgment expected of each employee. It is impossible to list every conceivable type of unacceptable conduct contrary to the interests of the City. The City believes unacceptable acts of misconduct, stand alone, warrant serious discipline up to and including discharge, such as the following:

- Dishonest, misleading or deceptive conduct
- Unauthorized circumvention of the chain of command
- Undermining the authority of a supervisor
- Refusing or failing to follow an order or directive
- Theft, falsification or misappropriation of City records or property, or the property of others, including theft of work time, excessive unauthorized time at break periods, misuse of sick leave or other designated leave, misrepresenting work time, or failing to accurately record work time
- Failing to completely and accurately document relevant information
- Failing to provide accurate and complete information to a supervisor or others who require the information
- Leaving the job without permission
- Causing or working unauthorized overtime
- Failing to cooperate/communicate with others
- Engaging in conduct that creates an unsafe work environment
- Fighting, threats, intimidation or harassment of others
- Damage or defacing of City or employee property
- Failure to report damage of equipment or property to supervisor
- Misuse or unauthorized use of City property
- Possession, use, or being under the influence of illegal substances or alcohol while on duty or refusal to take a drug or alcohol test
- Engaging in unethical conduct
- Conviction of a crime or other offense subject to civil forfeiture, while on or off duty, if the conviction makes it impossible for the employee to perform their duties
- Unauthorized possession of weapons or firearms during work time or on City premises or property
- Absence of two consecutive workdays without notifying supervisor prior to start of work shift
- Excessive absenteeism or tardiness
- Failing to promptly report absence or tardiness to supervisor prior to start of work shift

- Working another job while on sick leave or when not released for full duty while receiving workers' compensation benefits
- Disclosing confidential information to unauthorized sources
- Loafing or sleeping on the job during working hours (except for Fire Fighter employees when working 24 hour shifts)
- Misuse of licenses, patents or copyrights while on work time or using work resources
- Unauthorized solicitations or distributions
- Failure to promptly report defective equipment or safety hazard
- Failure to report injury or accident immediately to supervisor within 24 hours
- Horseplay or violation of safety rules
- Engaging in conduct or activities which serve to lengthen the healing period for a work-related injury
- Substandard quality or quantity of work, including deliberate reduction of output
- Failure to complete assignments promptly and accurately
- Smoking, use of e-cigarettes, or use of smokeless tobacco in unauthorized areas or during work time (break times excluded)
- Unprofessional appearance
- Discourteous treatment of others
- Profane or disrespectful conduct
- Conducting more than a diminutive amount of personal business on City time or property, including promoting or selling any item or soliciting, unless permission is obtained from your supervisor
- Failing to fully comply with standard operating procedures, policies or rules
- Failing to comply with expectations of conduct communicated to an employee
- Failing to appropriately supervise an employee or hold employee accountable
- Failing to report a possible violation of the policies or rules through the chain of command or other authorized reporting procedure
- Inability to work as a member of a team or having attitudinal issues

The City reserves the right to determine whether any other conduct is contrary to the interests of the City and warranting disciplinary action, up to and including discharge.

4.9 Dress Code/Appearance and Demeanor

B. Non-Office Employees

The specific attire requirements above do not apply to City employees who wear uniforms or in situations where the employee's clothing is addressed through a collective bargaining agreement.

Employees are responsible for keeping their uniforms neat, clean and in good repair. Uniforms shall be worn only during work hours, or for conducting official City business outside working hours.

All clothing and safety equipment must be worn as necessary for the type of work being conducted. Failure to wear protective gear and safety clothing may result in discipline. All employees who perform physical manual labor shall also be required to wear protective gear and safety clothing and remove any loose or dangling jewelry that may present a safety hazard.

1. Safety Shoes: For ~~those~~ benefit eligible positions that require safety shoes/boots, the employee will be reimbursed up to $125 annually for approved ANSI Standard Safety Shoes or Boots. Effective January 1, 2025, employees will be reimbursed up to $200 annually for approved ANSI Standard Safety Shoes or Boots. Employees who desire more expensive shoes/boots, will pay the additional costs. Employees may choose footwear styles and vendors of their choice provided they comply with OSHA standards. Footwear purchased with the assistance of this reimbursement may be expected to be worn at all times during working hours. The City reserves the right to deny the shoe/boot reimbursement for any employee for any reason with good cause. Itemized receipts must be submitted within 30 days of purchase for reimbursement.

4.10 Ethics/Conflict of Interest

Employees are expected to comply with all provisions of the City's Ethics Code and Policy. Failure to comply with this policy may result in discipline up to and including ~~dismissal~~termination.

It is declared that high moral and ethical standards among City employees are essential to the conduct of representative government and that a code of ethics for the guidance of public officers and employees will assist them in avoiding conflicts of interest, will improve standards of public service, and will promote and strengthen the confidence of the residents of the City in their public officers and employees.

A. Definitions

Public officer: Means all of those persons defined in Wis. Stat. § 62.09 and all members of boards, commissions and committees of the City, whether paid or unpaid.

Public employee: Means any person excluded from the definition of a public officer who is employed by the City.

Anything of value: Means any gift, gratuity, favor, service or promise of present or future employment, but does not include actual, necessary and authorized expenses, or the exchange of seasonal, anniversary or customary gifts among relatives and friends.

B. Standards of Conduct

Generally, this policy shall not prevent City officers or employees from accepting employment or following any pursuit which does not interfere with the full and faithful discharge of their duties to the City; City officers and employees retain their rights as citizens as to interests of a personal or economic nature; and standards of ethical conduct need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society and those which are substantial and material.

This policy prevents City officers and employees from engaging in the following activities:

1. Financial Gain: City officers or employees may not use their public positions to obtain financial gain for themselves or their immediate families, or for any business with which they are associated.

2. Special Privileges: City officers or employee may not use or attempt to use their public positions to influence or gain unwarranted benefits, advantages or privileges for themselves or others.

3. Gifts and Gratuities: No City officer or employee shall receive or offer to receive, either directly or indirectly, any gift, gratuity or anything of value from any person if such person:

   a. Has or is seeking to obtain contractual or other business or financial relationships with the City, its boards, commissions or committees; or
   b. Conducts operations or activities, which are regulated by the City, its boards, commissions or committees.

4. Contracts with the City: No City officer or employee who, in ~~his or her~~their capacity as such officer or employee, participates in the making of a contract in which such officer or employee has a private pecuniary interest, directly or indirectly, or performs in regard to that contract some function requiring the exercise of discretion on the part of such officer or employee, shall enter into any contract with the City unless the contract is awarded through a process of public notice and competitive bidding, pursuant to Wis. Stat. § 62.15.

5. Incompatible Employment: No City officer or employee shall engage in or accept private employment from or render service to a private interest when such employment or service is incompatible with the proper discharge of ~~his or her~~their official duties or would tend to impair such official's or employee's independence of judgment or action in the performance of ~~his or her~~their official duties, unless otherwise permitted

by law and unless disclosure of such private employment is made to the Finance/Personnel Committee.

6. Disclosure of Interest in Legislation: To the extent known, any member of the Common Council who has a financial interest in any proposed legislative action before the Common Council shall disclose on the records of the Common Council the nature and extent of such interest.

   Any City officer or employee who has a financial interest in any proposed legislative action before the Common Council or a City board, commission or committee, and who participates in discussion of or gives an official opinion or recommendation regarding such matter, shall disclose on the records thereof the nature and extent of such interest.

7. Confidential Information: City officers and employees may not use or disclose confidential information gained in the course of or by reason of their official positions or duties in a way that could result in financial gain or benefit for themselves or others.

8. Campaign Contributions: Campaign contributions shall be reported by all candidates for City office in strict conformity with legal requirements. Campaign contributions shall be excluded from the provisions of this policy.

9. Event Attendance. No city officer or employee may accept or retain:

   a. any item or service, including food, drink, and travel, of more than nominal value offered because of the officer or employee's position or discounted; and

   b. discounted transportation, traveling accommodations, or communications services for which the supplier would usually charge.

10. Food, Drink, Transportation, and Lodging; Items and Services of Insubstantial Value. Except as otherwise provided in this Section, a city officer or employee may accept and retain:

    a. Food, drink, transportation, lodging, items, and services unrelated to their holding of their position and which could not be reasonably expected to influence their official vote, action, or judgment, nor could reasonably be considered a reward for any official action or inaction; and

    b. Items of insubstantial value, such as mere tokens, items, and services of only nominal, insignificant, or trivial value in an amount not to exceed fifty dollars ($50.00). Any item valued at

more than $50.00 during the prior year shall be identified in a statement submitted to Human Resources unless it is returned to the donor.

C. Penalty and Sanctions

Violation of any provision of this policy may constitute cause for suspension, removal from office or employment, or other disciplinary action by the appropriate City authority. Suspension or removal proceedings of City officers shall be pursuant to Wis. Stat. § 17.12.

D. Severability

If any provisions of this policy are held invalid or unconstitutional or if the application of this policy to any person or circumstance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this policy which can be given effect without the invalid or unconstitutional provision or application.

5.3 Technology Use

The City's computers, networks, programs, hardware, software, electronic communication devices (like phones and cell phones) and tools, other technology, and the Internet (collectively, "technology") are intended as tools for the City to serve the public and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the City, interfere with the work of its employees, increase its costs, and even expose the City to damage, liability and security risks.

In order to protect the interests of the City, the City reserves its right to monitor all use by employees of technology. No employee should expect privacy or secrecy in the use of technology. Employee use constitutes acceptance of the City's monitoring and disclosure of the employee's use. Use of the City's property and technology can be limited by the City at any time for any reason. The City may consent to the disclosure of information from use of technology or any other property, and the City may authorize a law enforcement agency to search or review the City's technology or property, and the City may use such information for its intentions and purposes.

To the extent employees utilize personal deceives or internet-based accounts to complete official job duties or to communicate about official job duties or official City business, employee should have no reasonable expectation of privacy in such communications or in any work product stored on such personal device or account. To the extent provided by law, the employer may demand these communication or work product be provided, or in the alternative, may search the employee's personal device or account.

5.4 Generative Artificial Intelligence (AI) Usage Policy

Generative Artificial Intelligence (AI) is a set of relativity new technologies that uses large volumes of data along with machine learning techniques to produce content based on inputs from users, known as prompts. Generative AI are tools and not actual intelligence in the human sense, rather, they are very sophisticated models that predict what the language, text, or video that satisfies the prompt should be. The content can be written (e.g. ChatGPT or Bard), visual (e.g. Dall-E), spoken, or musical. Generative AI may be useful in your work but may also present risks. This policy serves as a resource for City of De Pere employees in responsible generative AI usage.

The use of generative AI will generally be allowed while performing work for the City of De Pere. City email addresses, credentials or phone numbers can be used to create an account with these technologies.

Some examples of what could be created using generative AI include:

- Emails, memos, and speeches.
- Blog posts, reports, and other publications.
- Spreadsheet calculations.
- Foreign language translations.
- Document or information sorting.
- Outlines or summaries of internal or external information.

A. General Guidelines:

1. Employees wishing to use generative AI should discuss the parameters of their use with their supervisor. Supervisors may verbally approve, deny or modify those parameters as best meets City's policy and legal requirements or other business needs.

2. Sensitive or private information shall not be entered into generative AI platforms. All information entered into a generative AI platform should be treated as though it could be viewable to the public. Do not share confidential or sensitive content, or personally identifiable information about yourself, colleagues, residents, or projects you are working on.

3. All generative AI content must be properly cited, as must the use of generative AI content when used as a resource for City work. Your disclosure should include the version and type of model you used. For example, "This content was generated with the aid of ChatGPT3.5 and revised by Employee Name".

4. All generative AI content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot be found to verify factual information generated by the generative AI platform, that information cannot be used for work purposes.

5. Employees are responsible for the outcomes of the tools they use. For example, if autocorrect unintentionally changes a word, changing the meaning of something the employee wrote, the employee is still responsible for the text. Technology enables our work; however, it does not excuse judgement or accountability.

6. Employees must use generative AI in accordance with all City of De Pere's conduct and antidiscrimination policies. These technologies shall not be used to create content that is inappropriate, discriminatory or otherwise harmful to others or the City.

B. Monitoring

City of De Pere's Technology Use Policy and relevant monitoring policies still apply when using generative AI with City equipment.

6.3 Overtime

When City operating requirements or other needs cannot be met during regular working hours, then a supervisor may decide it is necessary for employees to work overtime. All overtime work will be based on the department supervisor's authorization. Designation of an employee to work overtime may be based on factors such as skills, experience, qualifications and ability to respond in a timely fashion. No overtime shall be performed without prior supervisory authorization. Typically only non-exempt employees will be paid overtime. Exempt employees may be eligible to receive additional compensation above their regular salary up to the amount the City is reimbursed for the employee performing work for another employer. Employees will only be eligible for the time they are not working for the City. If employees flex the additional time then no payment shall be allowed for that time. The employee's supervisor or department head must notify payroll prior to the end of the pay period of the amount of hours and at what rate (i.e. straight time, 1.5 x or double time).

Overtime Payable as Wages: Unless otherwise defined, a standard workweek is Saturday through Friday. Sworn law enforcement officers and firefighters may have a longer work period as permitted by law. Overtime compensation is paid at a rate of time and one-half the hourly rate of pay for non-exempt ~~(except those exempted by FLSA i.e. seasonal recreational employees)~~ employees who physically work in excess of 40 hours in a workweek. Vacation, sick leave, compensatory and other paid leaves will not be considered as time worked for the purpose of computing overtime pay. Call in pay may be paid differently. See section 6.7 Emergency Pay. Paid time off for recognized holidays when the City is closed for business will be considered time worked for the calculation of overtime. Employees working on an actual or recognized holiday will receive two times their rate of pay for hours worked, regardless of the actual hours physically worked during the workweek.

6.9 Compensation Policy

E. Pay Increases:

1. Step Movement: Employees below the pay for performance range shall advance the equivalent of one step a year until they reach the pay for performance range. These increments shall be based upon measured performance that at least meets expectations and shall be in addition to any other approved general yearly market adjustment.

2. Across the Board Adjustment: Annually, the Human Resources Director will review the pay structure and recommend an adjustment based upon market conditions, the cost of living, financial limitations or organizational performance, and any third-party recommendations or sources, as deemed appropriate. This is separate and distinct from any employee movement within the established pay structure (e.g. pay for performance, steps, etc.). Across the board adjustments may be provided as approved by the Common Council during the budget process unless not warranted based on individual performance as determined by the City Administrator with supervisory input. All employees, except those red-circled (above 125% of market) are eligible for an across the board adjustment. The goal of the City is to provide annual adjustments to the structure to ensure that the pay plan maintains pace with the competitive marketplace. ~~: Yearly wage adjustments (based on Midwest consumer price index and market) may be provided as approved by the Common Council during the budget process unless not warranted based on individual performance as determined by the City Administrator with supervisory input. All employees, except those red-circled (above 125% of market) are eligible for a market adjustment.~~

7.2 Vacation

If an employee becomes ill or injured during a scheduled vacation, then the employee is still considered on vacation. However, exceptions can be made ~~for extraordinary circumstances as determined by the Human Resources Department. To qualify for an exception,~~when the injury or illness is ~~must be serious,~~ sudden and unexpected (e.g., influenza, COVID, hospitalization). The employee must have been otherwise available to work from ~~his or her~~their permanent residence ~~in order to qualify to change vacation time to sick leave~~and notify their supervisor prior to the normal start time of their shift, or as soon as practical if due to injury, in order to qualify to change vacation time to sick leave. Approval of the change is required by the ~~Human Resources Department~~Department Head when or as soon as possible after, such illness or injury arises and written medical verification is submitted, if required.

7.6 Holidays

Employees are afforded the following holidays as paid holidays: January 1, Martin Luther King Holiday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24 and December 25. Employees are paid 8 hours for the holidays. Battalion Chiefs follow the Firefighter collective bargaining agreement for holidays.

When any legal holiday listed above falls on a Sunday, then the following day will typically be considered a recognized holiday; if the legal holiday falls on a Saturday, then the previous day will typically be considered a recognized holiday. In those departments where service is necessary on the otherwise recognized day, then the department heads or supervisors, upon approval of the City Administrator, may designate that certain employees of their departments consider Friday as the recognized holiday and other employees will consider Monday as the recognized holiday. To receive holiday pay, employees must be employed at the time of the holiday and work or use paid time off the workday before and workday after the recognized holiday.

A. When Holidays Fall (or are observed) Monday-Thursday: Employees are paid 8 hours (pro-rated for part-time employees) for holidays, but employees working hours of operation work 9 hours Monday-Thursday. Employees will be allowed to make up the difference in that time the same work week to keep their weekly hours the same, use vacation, floating holidays, or comp time, or to take that time unpaid (an exception to the voluntary unpaid leave program). Exempt employees are still expected to have at least 80 hours during each pay period.

When a holiday falls on a Thursday, and City buildings would normally be open on that Friday, City buildings will close, and employees will receive 4 hours of paid time off for that Friday. For example, if July 4th falls on Thursday, employees would receive 8 hours of holiday for Thursday, July 4th and 4 hours of paid time off for Friday, July 5th. This day is not considered a holiday; therefore, these hours do not count as time worked for the purpose of overtime calculation or overtime pay for working on a holiday for employees that are required to work that day. With supervisor approval, employees that are required to work that Friday may use their 4 hours at another time during the year.

B. When a Holiday Falls (or is observed) on a Friday: The hours of operation will shorten by the difference of paid holiday time and the hours normally worked on Fridays. For example, if the 4th of July falls on a Friday, employees are scheduled to work 4 hours on Fridays, but are paid 8 hours (pro-rated for part-time employees) for holiday pay. Therefore, City buildings would close 4 hours (the difference between the hours of operation and holiday pay) earlier the day prior to the holiday, which is July 3rd. Therefore, City Hall and Community Center will close at 12:30 p.m. the day prior to the holiday (or the day prior to the observed holiday) and MSC will close at 11:30 a.m. on the day prior to the holiday (or the day prior to the observed holiday).

C. Alternative Work Schedule: Employees working an alternative work schedule should work with their supervisor to flex their hours during holidays weeks to keep themselves whole.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #24-27 Authorizing Memorandum of Understanding regarding Nalox-Zone Boxes with Wisconsin Voices for Recovery.**

ATTACHMENTS:

- Reso24-27 (PDF)
- Nalox-Zone MOU for multi site_2023-08-09_protected(PDF)
- Memo to Finance and Council - Nalox-ZONE boxes (PDF)

RESOLUTION #24-27

AUTHORIZING MEMORANDUM OF UNDERSTANDING REGARDING
NALOX-ZONE BOXES WITH WISCONSIN VOICES FOR RECOVERY

WHEREAS, Wisconsin Voices for Recovery, a University of Wisconsin-Madison Department of Family Medicine and Community Health Program, represented by the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin (UW), offers Nalox-Zone box rescue kits utilized to prevent opioid overdose fatalities; and

WHEREAS, pursuant to Memorandum of Understanding attached hereto and incorporated herein by reference, UW will provide the City with no-cost Nalox-Zone boxes for use at City's facilities; and

WHEREAS, participation in the MOU will provide staff training regarding the use of naloxone administration and provide the community with access to life-saving Narcan;

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the attached Memorandum of Understanding Between Wisconsin Voices for Recovery (Board of Regents of the University of Wisconsin System/Department of Family Medicine and Community Health) as is attached hereto, contingent upon City Attorney approval of the same.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/12/2024

MEMORANDUM OF UNDERSTANDING

Standard Agreement for Research with Community Organizations

MEMORANDUM OF AGREEMENT BETWEEN [ORG NAME] AND
Wisconsin Voices for Recovery (Board of Regents of the University of Wisconsin System / Department of Family Medicine and Community Health)

This Agreement is made and entered into on the date of last signature below and is between [ORG NAME] (hereinafter known as "the Agency") and Wisconsin Voices for Recovery, a University of Wisconsin-Madison Department of Family Medicine and Community Health program, represented by the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison, a public educational institution of the State of Wisconsin, (hereinafter called "the University"). In anticipation of benefits to each party, the Agency and the University agree as follows:

This agreement is in place for the purpose of implementing a Nalox-Zone Box, here in after known as ("the Project") whereas the project contemplated by this agreement is of mutual interest andbenefit to the University and to the Agency, and will further the University's instructional objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

Therefore, the parties now mutually agree as follows:

1. SCOPE OF WORK

The University and the Agency agree to perform the project as set forth in the appended Exhibit A (the "Project"). The Parties agrees to use reasonable efforts to perform this Project. The Agency acknowledges that the University makes no expressed or implied warranties for results of the Project.

Any additional work not identified in Exhibit A, but indicated during the course of the Project, will be separately negotiated and funded in appropriate amounts to be agreed upon in writing by the Agency and the University.

2. PROJECT DIRECTION

The Project will be directed on behalf of the University of Wisconsin by the leadership of the Wisconsin Voices for Recovery program who will be accountable to the University. The Agency shall appoint [NAME] to serve as point of contact during their participation in The Project.

3. PERIOD OF PERFORMANCE

The Project will be active as long as the Nalox-Zone Box is in place at the Agency's location(s).

4. INDEPENDENT CONTRACTOR

The relationship of the parties is that of independent contractors. Neither party is the partner, joint venturer, or agent of the other and neither party has the authority to make any statement, representation, commitments, or action, which would bind the other without the other party's prior written authorization. Unless otherwise agreed to in writing, each party shall be solely responsible for any wages, employment taxes, fringe benefits and work schedules of its own employees or agents.

5. NOTICES

All notices shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice at the address given below:

The University: Research and Sponsored Programs
21 N. Park, Suite 6301
Madison, WI 53715-1218
ATTN: Contracting Division
FAX: 608-262-3822

The Agency: _____
_____
_____
_____
_____

6. PUBLICATION

The University and its employees shall have the right, at their discretion, to release information or to publish any data, writings, or material related to the Project, for educational, research, and funding purposes. Information to share includes but is not limited to:

a. The sharing of Nalox-ZONE box location and usage data by county, region, and state;
b. The sharing of Nalox-ZONE location and usage data by type of organization/business that has a Nalox-ZONE box installed by the University (e.g., gas station, university, grocery store, etc.)

*Requests by the University for the sharing of any data more detailed than as described in point (a) and (b) above, will be submitted in writing to the Agency for review and comment back to the University within a mutually agreeable period, negotiated at the time of request submission to the Agency.

7. LIABILITY

The Agency agrees to hold harmless the University from any loss, claim, damage, or liability of any kind, arising out of or in connection with this Agreement. To the extent authorized by secs. 893.82 and 895.46(1), *Wis. Stats.*, the University agrees to hold harmless the Agency, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University.

The University will provide the Agency with replacement items for the Nalox-Zone Box.

8. INSURANCE

The University warrants and represents that it has adequate liability coverage, such coverage being applicable to officers, employees, and agents while acting within the scope of their employment by University. The University may request proof of insurance from the Agency at anytime.

9. PUBLICITY

Neither party shall use the name of the other party in connection with any products, promotion or advertising without the prior written approval of the named party.

10. TERMINATION

This Agreement may be terminated by either party at any time prior to its full term of performance provided that a written notice is given to the other party thirty (30) days in advance. In the event of termination by The Agency, Wisconsin Voices for Recovery will have 14 days from termination date to collect any and all Nalox-Zone box material from The Agency.

11. GOVERNING LAW

This Agreement is made in accordance with and shall be governed and construed under the laws of the State of Wisconsin.

12. WAIVER & SEVERABILITY

Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall remain at all times in full force and effect. If any part of this Agreement is held unenforceable, the rest of the Agreement will remain in full force and effect.

13. ASSIGNMENT

Neither party shall assign or transfer any of its rights or obligations under this Agreement without the written consent of the other party.

14. MISCELLANEOUS

This Agreement is the entire understanding between the parties relative to this project. This Agreement may be changed only by written modification signed by both parties.

This Agreement shall take precedence over any conflicting administrative language contained in the Project.

It is agreed that nothing contained in this Agreement is intended to induce, encourage, solicit, or reimburse the referral of any patient, consumer or business, including any patient, consumer or business funded in whole or in part by a state or federal health care program, to any party hereunder.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons duly authorized.

University Representative

_____	_____
Print Name	Title
_____	_____
Signature	Date

Agency Representative:

_____	_____
Print Name	Title
_____	_____
Signature	Date

EXHIBIT A

The University Agrees:

1. Provide replacement naloxone (a.k.a. Narcan®) to the Agency as needed.
2. Provide nasal naloxone administration training to the site upon request.
3. Connect the agency with state-approved naloxone training programs upon request.
4. Review policies for the proper acquisition, storage, replacement, and disposal of the Nalox-Zone Box Rescue Tools, including naloxone.
5. Maintain/replace any damaged Nalox-Zone boxes within The Agency and their partner sites upon request.

The Agency Agrees:

1. Designate one staff member to be trained in naloxone administration and be the contact person for communications with Wisconsin Voices for Recovery. The trained staff member will:
    a. Designate at least one staff member at each Nalox-Zone box site to be trained by Wisconsin Voices for Recovery or approved training affiliate in nasal naloxone administration, and coordinate these trainings, as well as provide confirmation that the trainings have been completed.
    b. Be available to check each Nalox-Zone Box regularly to ensure the box is free of obstruction and is in full, clear view by all;
    c. Accept calls, texts and/or emails from Wisconsin Voices for Recovery staff regarding box usage, and to coordinate replacement of naloxone and other items within the Nalox-Zone Box; and
    d. Serve as a liaison to Wisconsin Voices for Recovery and as an agency leader for the Nalox-Zone Box Program.
    e. Periodically, but no less than weekly, personally inspect the Nalox-Zone Box to ensure that it contains the instruction tear-off pad and that the instruction tear-off pad is clearly visible. If the tear-off pad has been removed, altered, or is empty, the trained staff member shall replace the tear-off pad.
2. Abide by policies for proper acquisition, storage, replacement, and disposal of the naloxone approved by the University and in accordance with the U.S. Food and Drug Administration's approved manufacturer's product label recommendations (acquisition and replacement of devices, shelf life of the medication and proper storage and disposal conditions); see Exhibit B.
3. Provide the University, for quality assurance purposes, any individual information involving the use/delivery of the naloxone, which may include the summary report filed by First Responders and utilization by First Responder of naloxone.
4. Notify the University for the refill of naloxone when taken from the Nalox-Zone Box.
5. Allow every interested party access to the Nalox-Zone Box and take naloxone and associated materials, and provide assistance with reading and understanding the instructions to any interested party who requests it.

(Optional) The Agency Agrees to support visibility of access to Narcan to the public:

1. To support visibility of access to Narcan I agree on behalf of our organization/business to have our name/address listed on a public-facing map of Nalox-ZONE Box locations.

_____ _____
Initial Date

EXHIBIT B

U.S. Food and Drug Administration's approved manufacturer's product label recommendations.

https://www.accessdata.fda.gov/drugsatfda_docs/label/2015/208411lbl.pdf

Instructions for Use
NARCAN (nar´ kan)
(naloxone hydrochloride)
Nasal Spray

You and your family members or caregivers should read the Instructions for Use that comes with NARCAN Nasal Spray before using it. Talk to your healthcare provider if you and your family members or caregivers have any questions about the use of NARCAN Nasal Spray.

Use NARCAN Nasal Spray for known or suspected opioid overdose in adults and children.

Important: For use in the nose only.

- **Do not remove or test the NARCAN Nasal Spray until ready to use.**
- **Each NARCAN Nasal Spray has 1 dose and cannot be reused.**
- **You do not need to prime NARCAN Nasal Spray.**

How to use NARCAN Nasal Spray:

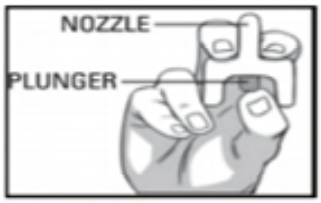
Step 1. Lay the person on their back to receive a dose of NARCAN Nasal Spray.

Step 2. Remove NARCAN Nasal Spray from the box. Peel back the tab with the circle to open the NARCAN Nasal Spray.



Note: NARCAN Nasal Spray freezes at temperatures below 5°F (-15°C). If this happens, the device will not spray. Get emergency medical help right away if this happens. Do not wait for NARCAN Nasal Spray to thaw. NARCAN Nasal Spray may still be used if it has been thawed after being previously frozen.

Step 3. Hold the NARCAN Nasal Spray with your thumb on the bottom of the red plunger and your first and middle fingers on either side of the nozzle.



Step 4. Tilt the person's head back and provide support under the neck with your hand. Gently insert the tip of the nozzle into **one nostril** until your fingers on either side of the nozzle are against the bottom of the person's nose.



Step 5. Press the red plunger firmly to give the dose of NARCAN Nasal Spray.



Step 6. Remove the NARCAN Nasal Spray from the nostril after giving the dose.

What to do after NARCAN Nasal Spray has been used:

Step 7. Get emergency medical help right away.



- Move the person on their side (recovery position) after giving NARCAN Nasal Spray.
- Watch the person closely.
- If the person does not respond by waking up, to voice or touch, or breathing normally another dose may be given. NARCAN Nasal Spray may be dosed every 2 to 3 minutes, if available.
- Repeat **Steps 2 through 6** using a new NARCAN Nasal Spray to give another dose in the other nostril. If additional NARCAN Nasal Sprays are available, Steps 2 through 6 may be repeated every 2 to 3 minutes until the person responds or emergency medical help is received.

Step 8. Put the used NARCAN Nasal Spray back into its box.

Step 9. Throw away (dispose of) the used NARCAN Nasal Spray in a place that is away from children.

How should I store NARCAN Nasal Spray?

- Store below 77°F (25°C).
- Excursions permitted up to 104°F (40°C).
- Do not freeze or expose to excessive heat above 104°F (40°C).
- Keep NARCAN Nasal Spray in the box until ready to use. Protect from light.
- Replace NARCAN Nasal Spray before the expiration date on the box.

Keep NARCAN Nasal Spray and all medicines out of the reach of children.

This Instructions for Use has been approved by the U.S. Food and Drug Administration.

Distributed by Adapt Pharma, Inc. Plymouth Meeting, PA 19462 USA.

For more information, go to www.narcannasalspray.com or call 1-844-4NARCAN (1-844-462-7226).

Issued: 08/2020

A1135

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee
From: Tracy Hood, Human Resources Generalist
Date: March 12, 2024

RE: Recommendation and Possible Action to Approve Memorandum of Agreement with Wisconsin Voices for Recovery (Board of Regents of the University of Wisconsin System / Department of Family Medicine and Community Health) for Nalox-ZONE boxes (i.e. Narcan)*

Note: At the March 12, 2024, Finance/Personnel Committee the below recommendation was approved unanimously.

Wisconsin Voices for Recovery's Nalox-ZONE Program offers no cost Nalox-ZONE boxes. A Nalox-ZONE box is a type of rescue kit that is used to prevent fatality from an opioid overdose. Each box contains 2 doses of naloxone (i.e. Narcan) nasal spray, a breathing barrier (if CPR is needed), instructions on how to administer naloxone nasal spray (in Spanish and English), and box placement sites will often include brochures inside the box for local recovery-based resources.

We would like to place Nalox-ZONE boxes alongside the AEDs and bleeding control kits at City Hall, the Municipal Service Center and the Community Center. VFW and Legion pools will receive a Naloxone carry case with Narcan, gloves and a breathing barrier which will be kept with their AEDs. These kits and Narcan are not part of this program, but we wanted to make you aware that we are also providing kits at the pools.

The Nalox-ZONE program through Wisconsin Voices for Recovery has no direct cost to the City. I am asking for your approval of the memorandum of agreement to participate in the program.

If you have any questions in advance of the meeting, please contact me at 339-4045.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #24-28 Establishing Non-Lapsing Funds as of December 31, 2023.**

This item was approved unanimously by the Finance/Personnel Committee at its meeting on Tuesday, March 12, 2024.

ATTACHMENTS:

- Reso24-28 (PDF)
- 2023 Non-lapsing Summary for Council 3.19.24-clean (PDF)
- 2023 Carryover to 2024-Encumbrances (PDF)
- 2023 Non-lapsing Summary for Council 3.19.24 (PDF)

RESOLUTION #24-28

ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2023

WHEREAS, the Finance/Personnel Committee has reviewed the proposed listing of department requests to encumber funds budgeted in 2023; and

WHEREAS, the Committee recommends approval of such non-lapsing funds for carryover to 2024.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor and Common Council do hereby authorize that the listing of accounts as is attached hereto and incorporated herein by reference be established as non-lapsing funds as of December 31, 2023.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/12/2024

City of De Pere
Non-Lapsing Fund Detail
December 31, 2023

DEPARTMENT	ITEM	AMOUNT	COMMENTS	Acct. #
Administrator	Strategic Visioning & Branding	2,911.25	We were waiting on the Historical Society and weren't able to get some purchases done before the end of last calendar year.	100-51600-810
Cable	Capital Outlay	20,000.00	Department resctructuring led to a delay in finalizing the purchase of the chamber bench mics and broadcast video server replenishment. These items are due for their normal replenishment. Cable Fund is supplemented by General Fund	209-50000-810
Attorney	Consulting	58,500.00	Previously budgeted consultant/outside counsel fees for real estate and land issues along with Police and Fire labor matters; anticipating costly arbitration and litigation expenses for outside counsel regarding collective bargaining and highly specialized real estate matters for the remainder of 2024.	100-51300-215
Information Management	Contractual Services	9,240.00	Other higher priority projects consumed staff resources. Implement document management system from 2023 budget - Funds should be carried over to 2024 (28% General Fund-$9,240, $33,000 total)	100-51450-290
Information Management	Contractual Services	1,400.00	Other higher priority projects consumed staff resources. Annual IT penetration testing from 2023 budget - Funds should be carried over to 2024 (28% General Fund-$1,400, $5,000 total)	100-51450-290
Police Department	K9 Donations	57,443.34	This amount represents unspent donations for K9 Care & Supplies	100-52100-190
Police Department	Training Funds	13,988.96	This amounts represents unspent state grants specific for training.	100-43507
Police Department	Miscellaneous Donations	4,575.03	Rollover Account	100-43505
Police Department	Emergency Voucher Program	5,448.99	Donation Balance	100-52100-362
Fire Department	Consulting	18,000.00	Department staffing study, vendor is Emergency Support & Planning (2022 carryover funds)	100-52200-215
Fire Department	Donation Account	4,254.25	Fire Department various donations	100-48520
Fire Department	Stanley Donation Account	9,373.28	Department therapy dog's donation account. Used for vet bills, training, food, various other items for dog	100-48520-360
Fire Department	Act 102	6,926.38	Emergency Medical Services funding assistance program, paramedic training, support & improvements	100-43510
Fire Department	Act 102-A	14,345.92	Emergency Medical Services funding assistance program , EMT training and exams	100-43510
Development Services	Consulting	37,625.00	Dev Services is under contract to complete the Housing Study by April/May 2024. The original $40,000 was a carry over from 2022.	100-56700-215
Development Services	Consulting	35,000.00	Parking Study from Unassigned reserves for Consulting Services. First invoice was for $750 in 2024.	100-56700-215
Development Services	Consulting	12,600.00	Idle Sites Grant App (2022 Carryover)	100-56700-215
Development Services	Excess Stadium Tax Proceeds	97,820.94	Unspent projects (Public Art Initiative, Streetscape Project)	Various Accts
Parks and Recreation	Replace Prairie Grass E of Walkway Riverwalk	8,960.00	Rolling this amount over for Master Gardeners since 2018. Requesting funds to be reallocated to purchase self watering pots for some of the downtown flowers.	100-55210-810
Parks and Recreation	Video Security System	10,000.00	Waiting for city system to be installed - 2020 Budget	100-55210-810
Parks and Recreation	Jerry Hasenberg Tree Memorial	1,973.00	Trees not planted in 2023	100-48309
Parks and Recreation	Holiday Light Show	6,575.00	Light show profits to be used for decorations in 2024	100-48515-340
Parks and Recreation	Beer Garden	21,445.00	Profits from 2023 - Roll to 2024	211-48500
Parks and Recreation	Kelly Danen Playground Donation	20,468.24	Use for fence and benches in 2024	100-48515
Parks and Recreation	Nelson Family Pavilion Donations	609,285.00	Breakdown of funding and expenses below	100-48309
Parks and Recreation	Ice Arena Fund	21,934.24	Balance at end of 2023	100-47433
Parks and Recreation	Beer Garden	42,000.00	Beer Garden Revenue 2019-2022 for Nelson Pavillion	211-48500
Parks and Recreation	Recreation Scholarships	36,344.29	Carry-over of donated funds for Financial Assistance Program (Recreation Scholarship)	100-46727
TOTAL		**1,188,438.11**		

City of De Pere
Non-Lapsing Fund Detail
December 31, 2023

DEPARTMENT	ITEM	AMOUNT	COMMENTS	Acct. #
Fire Department	Station Alerting Software	22,545.00	Purchase software to automate the process of alerting fire & rescue personnel, enhance communication and decrease response times	415-50000-807
Fire Department	Ambulance	175,000.00	Replace 2017 ambulance	415-52200-803
Fire Department	Pumper	848.768.72	Purchase 1995 pumper	415-52200-805
Information Management	Capital Outlay	39,000.00	Phase 3 CCTV project from 2022 budget - Funds were carried over into 2023 but weren't spent. IT was short staffed for part of 2022/2023.	415-50000-808
Information Management	Capital Outlay	10,000.00	Replace Police Department security cameras from 2023 budget - Funds should be carried over to 2024. Other higher priority projects consumed staff resources	415-50000-808
Parks and Recreation	Riverwalk bollard replacement	40,000.00	Was not completed (10yr Note-2021)	415-50000-814
Parks and Recreation	Perkofski boat launch section extension	3,500.00	$3,500 grant and city funding (10yr Note-2021)	415-50000-814
Parks and Recreation	Waterview Heights grading and seeding	35,000.00	Subdivision was not ready for the grading and seeding yet (10yr Note-2023)	415-55210-801
Parks and Recreation	Perkofski boat dock refurbishments	6,000.00	$12,000 grant and note - Roll to 2024 did not apply wanted to finish outstanding grants ($6,000 Short-term note-Dec. 2022)	415-50000-814
Parks and Recreation	Perkofski boat launch ticket machine	7,500.00	$15,000 grant and note - Roll to 2024 did not apply wanted to finsh outstanding grants ($7,500 Short-term note-Dec. 2022)	415-50000-806
Parks and Recreation	Voyageur canoe/kayak launch	4,000.00	$50,000 cost - $20,427 NRDA grant. Additional funding to come from 2024 capital projects/bonding($4,000 Short-term note-Dec. 2022)	415-50000-814
Parks and Recreation	Donated Funds - Community Center	2,108.58	Carry-over of donated funds for Community Center	425-48525-880
Parks and Recreation	Donated Funds - Senior Programs	797.17	Carry-over of donated funds for Senior Programs	425-48525-881
Parks and Recreation	Donated Funds - Rec Programs/Events	1,812.00	Carry-over of donated funds for Rec Programs/ Events	425-48525-882
Parks and Recreation	Community Center Upgrades	8,825.39	Replace chairs in upper level meeting rooms/foyer, countertops/window sills - mechanical repair projects took precedence to these projects.	415-50000-814
Police Department	2023 Vehicle Lease	39,238.53	Vehicles were unable to be leased, purchasing in 2024	415-52100-801
Public Works	Various Funds - Project 23-01 Carry Over	40,000.00	Project not closed with contractor. Overall we estimate that we owe $31,804.36 from various street, park, water, sanitary, and storm accounts.	405-50000-826
Public Works	Street Management	40,000.00	Allocate to Bridge	405
Public Works	Street Management	All remaining funds	2025 Lawrence Drive Reconstruction Partial Engineering. The project goes for several years. Each year I add more funds based on what was previously added.	405
Public Works	Street Management	All remaining funds	Main Avenue and Reid Street Pavement Replacement Partial Engineering. The project goes for several years. Each year I add more funds based on what was previously added.	405
Public Works	Tools for BM Plumber truck	1,750.00	New plumber not hired yet to finalize needed tools. This is funded 50% general fund and 50% pool referendum, 2022 Budget.	415-50000-805
Public Works	Tools for BM Plumber truck	1,750.00	New plumber not hired yet to finalize needed tools. This is funded 50% general fund and 50% pool referendum, 2022 Budget.	450-50000-802
Public Works	LED Light upgrade	28,959.77	Waiting for LED spec to meet grant funding to place order for LED fixtures. Grant funds of 45,528 will be added to this total.	415-53420-801
Public Works	Replace street superintendent Car #65*	10,000.00	Just delivered Feb 6 2024. This project is funded 25% general fund, 25% storm, 25% water, 25% sewer	415-53000-801
Public Works	Project 23-14 City Hall boiler replacement	250,000.00	Too cold to start the replacement of the boilers in the fall of 2024. Project scheduled to start in May 2024.	415-51600-801
Public Works	Project 23-17 MSC Gutter replacement*	27,500.00	Project completed in 2024 and waiting to pay final invoice. This project is funded 55% general fund, 15% storm, 15% water, 15% sewer	415-50000-801
Public Works	Project 23-22 MSC Fuel tank replacement	650,000.00	Project has not been bid out waiting plan commission approvals.	415-53230-802
Public Works	Project 23-21 MSC Flooring*	33,000.00	Waiting on final inspection to process final bill. This project is funded 55% general fund, 15% storm, 15% water, 15% sewer	415-53230-801
Public Works	Project 23-24 City Hall Green roof fall restrain	100,000.00	Project was bid out in November and waiting for materials to start construction.	415-51600-802
Public Works	Snow & Ice truck #86	178,070.00	Ordered in 2023. We have not received	415-53310-801
Public Works	Snow & Ice Loader #103	275,000.00	Received in 2024.	415-53310-802
Public Works	Purchase Property for New Compost Site	100,000.00	Potential new sites had not been identified.	415-53460-801
Public Works	Streetscape Art Improvements - Alley between Nicolet Square and Main Avenue	10,000.00	Work has not been completed.	415-50000-805
Public Works	MSC - Install Four EV Charging Stations for Electric Fleet Vehicles*	13,750.00	Works has not been completed. This project is funded 55% general fund, 15% storm, 15% water, 15% sewer	415-50000-805
TOTAL		**2,155,106.44**		

* Amount listed does not include Utility portions

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: March 12, 2024

RE: **2023 Funds Carried Forward to 2024**

Annually departments review their budgets and request an encumbrance to carryover funds from one budget year to the next. These funds are for projects that were budgeted for but for one reason or another were unable to be completed within the budgeted year. In addition, there are several donation accounts that the city tracks that are included on this list to be available to be spent for their designated purpose in 2024.

Attached is a listing of the department requests to encumber these funds to be used in 2024. The general fund total request of $1,166,183.27 and the capital projects (excluding Utility portions) of $2,155,106.44. The 2023 audit will begin in April, so no final fund balances are available at this time. I recommend that the non-lapsing items be approved for carryover to 2024. Please feel free to contact me prior to the meeting with any questions.

City of De Pere
Non-Lapsing Fund Detail
December 31, 2023

DEPARTMENT	ITEM	AMOUNT	COMMENTS	Acct. #	
Administrator	Strategic Visioning & Branding	2,911.25	We were waiting on the Historical Society and weren't able to get some purchases done before the end of last calendar year.	100-51600-810	
Cable	Capital Outlay	20,000.00	Department resctructuring led to a delay in finalizing the purchase of the chamber bench mics and broadcast video server replenishment. These items are due for their normal replenishment. Cable Fund is supplemented by General Fund	209-50000-810	
Attorney	Consulting	58,500.00	Previously budgeted consultant/outside counsel fees for real estate and land issues along with Police and Fire labor matters; anticipating costly arbitration and litigation expenses for outside counsel regarding collective bargaining and highly specialized real estate matters for the remainder of 2024.	100-51300-215	
Information Management	Contractual Services	9,240.00	Other higher priority projects consumed staff resources. Implement document management system from 2023 budget - Funds should be carried over to 2024 (28% General Fund-$9,240, $33,000 total)	100-51450-290	
Information Management	Contractual Services	1,400.00	Other higher priority projects consumed staff resources. Annual IT penetration testing from 2023 budget - Funds should be carried over to 2024 (28% General Fund-$1,400, $5,000 total)	100-51450-290	
Police Department	K9 Donations	57,443.34	This amount represents unspent donations for K9 Care & Supplies	100-52100-190	
Police Department	Training Funds	13,988.96	This amounts represents unspent state grants specific for training.	100-43507	Updated Amount
Police Department	Miscellaneous Donations	4,575.03	Rollover Account	100-43505	
Police Department	Emergency Voucher Program	5,448.99	Donation Balance	100-52100-362	
Fire Department	Consulting	18,000.00	Department staffing study, vendor is Emergency Support & Planning (2022 carryover funds)	100-52200-215	
Fire Department	Donation Account	4,254.25	Fire Department various donations	100-48520	
Fire Department	Stanley Donation Account	9,373.28	Department therapy dog's donation account. Used for vet bills, training, food, various other items for dog	100-48520-360	
Fire Department	Act 102	6,926.38	Emergency Medical Services funding assistance program, paramedic training, support & improvements	100-43510	Added
Fire Department	Act 102-A	14,345.92	Emergency Medical Services funding assistance program , EMT training and exams	100-43510	Added
Development Services	Consulting	37,625.00	Dev Services is under contract to complete the Housing Study by April/May 2024. The original $40,000 was a carry over from 2022.	100-56700-215	
Development Services	Consulting	35,000.00	Parking Study from Unassigned reserves for Consulting Services. First invoice was for $750 in 2024.	100-56700-215	
Development Services	Consulting	12,600.00	Idle Sites Grant App (2022 Carryover)	100-56700-215	
Development Services	Excess Stadium Tax Proceeds	97,820.94	Unspent projects (Public Art Initiative, Streetscape Project)	Various Accts	
Parks and Recreation	Replace Prairie Grass E of Walkway Riverwalk	8,960.00	Rolling this amount over for Master Gardeners since 2018. Requesting funds to be reallocated to purchase self watering pots for some of the downtown flowers.	100-55210-810	
Parks and Recreation	Video Security System	10,000.00	Waiting for city system to be installed - 2020 Budget	100-55210-810	
Parks and Recreation	Jerry Hasenberg Tree Memorial	1,973.00	Trees not planted in 2023	100-48309	
Parks and Recreation	Holiday Light Show	6,575.00	Light show profits to be used for decorations in 2024	100-48515-340	
Parks and Recreation	Beer Garden	21,445.00	Profits from 2023 - Roll to 2024	211-48500	Updated Account #
Parks and Recreation	Kelly Danen Playground Donation	20,468.24	Use for fence and benches in 2024	100-48515	
Parks and Recreation	Nelson Family Pavilion Donations	609,285.00	Breakdown of funding and expenses below	100-48309	
Parks and Recreation	Ice Arena Fund	21,934.24	Balance at end of 2023	100-47433	
Parks and Recreation	Beer Garden	42,000.00	Beer Garden Revenue 2019-2022 for Nelson Pavillion	211-48500	Updated Account #
Parks and Recreation	Recreation Scholarships	36,344.29	Carry-over of donated funds for Financial Assistance Program (Recreation Scholarship)	100-46727	
TOTAL		**1,188,438.11**			

Modified or added since creating the Finance agenda

City of De Pere
Non-Lapsing Fund Detail
December 31, 2023

DEPARTMENT	ITEM	AMOUNT	COMMENTS	Acct. #
Fire Department	Station Alerting Software	22,545.00	Purchase software to automate the process of alerting fire & rescue personnel, enhance communication and decrease response times	415-50000-807
Fire Department	Ambulance	175,000.00	Replace 2017 ambulance	415-52200-803
Fire Department	Pumper	848.768.72	Purchase 1995 pumper	415-52200-805
Information Management	Capital Outlay	39,000.00	Phase 3 CCTV project from 2022 budget - Funds were carried over into 2023 but weren't spent. IT was short staffed for part of 2022/2023.	415-50000-808
Information Management	Capital Outlay	10,000.00	Replace Police Department security cameras from 2023 budget - Funds should be carried over to 2024. Other higher priority projects consumed staff resources	415-50000-808
Parks and Recreation	Riverwalk bollard replacement	40,000.00	Was not completed (10yr Note-2021)	415-50000-814
Parks and Recreation	Perkofski boat launch section extension	3,500.00	$3,500 grant and city funding (10yr Note-2021)	415-50000-814
Parks and Recreation	Waterview Heights grading and seeding	35,000.00	Subdivision was not ready for the grading and seeding yet (10yr Note-2023)	415-55210-801
Parks and Recreation	Perkofski boat dock refurbishments	6,000.00	$12,000 grant and note - Roll to 2024 did not apply wanted to finish outstanding grants ($6,000 Short-term note-Dec. 2022)	415-50000-814
Parks and Recreation	Perkofski boat launch ticket machine	7,500.00	$15,000 grant and note - Roll to 2024 did not apply wanted to finsh outstanding grants ($7,500 Short-term note-Dec. 2022)	415-50000-806
Parks and Recreation	Voyageur canoe/kayak launch	4,000.00	$50,000 cost - $20,427 NRDA grant. Additional funding to come from 2024 capital projects/bonding($4,000 Short-term note-Dec. 2022)	415-50000-814
Parks and Recreation	Donated Funds - Community Center	2,108.58	Carry-over of donated funds for Community Center	425-48525-880
Parks and Recreation	Donated Funds - Senior Programs	797.17	Carry-over of donated funds for Senior Programs	425-48525-881
Parks and Recreation	Donated Funds - Rec Programs/Events	1,812.00	Carry-over of donated funds for Rec Programs/ Events	425-48525-882
Parks and Recreation	Community Center Upgrades	8,825.39	Replace chairs in upper level meeting rooms/foyer, countertops/window sills - mechanical repair projects took precedence to these projects.	415-50000-814
Police Department	2023 Vehicle Lease	39,238.53	Vehicles were unable to be leased, purchasing in 2024	415-52100-801
Public Works	Various Funds - Project 23-01 Carry Over	40,000.00	Project not closed with contractor. Overall we estimate that we owe $31,804.36 from various street, park, water, sanitary, and storm accounts.	405-50000-826
Public Works	Street Management	40,000.00	Allocate to Bridge	405
Public Works	Street Management	All remaining funds	2025 Lawrence Drive Reconstruction Partial Engineering. The project goes for several years. Each year I add more funds based on what was previously added.	405
Public Works	Street Management	All remaining funds	Main Avenue and Reid Street Pavement Replacement Partial Engineering. The project goes for several years. Each year I add more funds based on what was previously added.	405
Public Works	Tools for BM Plumber truck	1,750.00	New plumber not hired yet to finalize needed tools. This is funded 50% general fund and 50% pool referendum, 2022 Budget.	415-50000-805
Public Works	Tools for BM Plumber truck	1,750.00	New plumber not hired yet to finalize needed tools. This is funded 50% general fund and 50% pool referendum, 2022 Budget.	450-50000-802
Public Works	LED Light upgrade	28,959.77	Waiting for LED spec to meet grant funding to place order for LED fixtures. Grant funds of 45,528 will be added to this total.	415-53420-801
Public Works	Replace street superintendent Car #65*	10,000.00	Just delivered Feb 6 2024. This project is funded 25% general fund, 25% storm, 25% water, 25% sewer	415-53000-801
Public Works	Project 23-14 City Hall boiler replacement	250,000.00	Too cold to start the replacement of the boilers in the fall of 2024. Project scheduled to start in May 2024.	415-51600-801
Public Works	Project 23-17 MSC Gutter replacement*	27,500.00	Project completed in 2024 and waiting to pay final invoice. This project is funded 55% general fund, 15% storm, 15% water, 15% sewer	415-50000-801
Public Works	Project 23-22 MSC Fuel tank replacement	650,000.00	Project has not been bid out waiting plan commission approvals.	415-53230-802
Public Works	Project 23-21 MSC Flooring*	33,000.00	Waiting on final inspection to process final bill. This project is funded 55% general fund, 15% storm, 15% water, 15% sewer	415-53230-801
Public Works	Project 23-24 City Hall Green roof fall restrain	100,000.00	Project was bid out in November and waiting for materials to start construction.	415-51600-802
Public Works	Snow & Ice truck #86	178,070.00	Ordered in 2023. We have not received	415-53310-801
Public Works	Snow & Ice Loader #103	275,000.00	Received in 2024.	415-53310-802
Public Works	Purchase Property for New Compost Site	100,000.00	Potential new sites had not been identified.	415-53460-801
Public Works	Streetscape Art Improvements - Alley between Nicolet Square and Main Avenue	10,000.00	Work has not been completed.	415-50000-805
Public Works	MSC - Install Four EV Charging Stations for Electric Fleet Vehicles*	13,750.00	Works has not been completed. This project is funded 55% general fund, 15% storm, 15% water, 15% sewer	415-50000-805
TOTAL		**2,155,106.44**		

* Amount listed does not include Utility portions

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Economic Development**
FROM:	**Quasan Shaw**
SUBJECT:	**Resolution #24-29 Authorizing Agreement for Consultant Services Between the City of De Pere and Vogels Buckman Appraisal Group Inc.**

On March 12, 2024, by a vote of 5-0, the Finance and Personnel Committee recommended approval consulting appraisals services between the City and Vogels Buckman.

ATTACHMENTS:

- Reso24-29 (PDF)
- Vogels Buckman Appraisal Group, Inc(PDF)
- Exhibit A-Vogels Buckman (PDF)
- Exhibit B-Vogels Buckman (PDF)
- Memo to FPC - 2024 Appraisal Services RFP (PDF)

RESOLUTION #24-29

AUTHORIZING AGREEMENT FOR SERVICES BETWEEN
THE CITY OF DE PERE AND VOGELS BUCKMAN APPRAISAL GROUP, INC.
(Real Estate Appraisal Services)

WHEREAS, the City is in need of a qualified state-licensed, certified general real estate appraisal firm to produce full narrative real estate appraisals on an as–needed basis; and

WHEREAS, Vogels Buckman Appraisal Group, Inc. has available and offers to provide personnel and professional assistance necessary to accomplish the work within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Services Between the City of De Pere and Vogels Buckman Appraisal Group, 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.

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 03/12/2024

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND VOGELS BUCKMAN APPRAISAL GROUP, INC.
(Real Estate Appraisal Services)

THIS AGREEMENT made and entered into this ___ day of _____, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Vogels Buckman Appraisal Group, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, City is in need of a qualified state-licensed, certified general real estate appraisal firm to produce full narrative real estate appraisals on an as-needed basis; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated February 5, 2021 (Exhibit A) and Consultant's Proposal thereto dated February 29, 2024 (Exhibit B), both of which are attached hereto and incorporated herein 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 the exhibits. 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 data and information as it may have concerning the project and applicable land characteristics, zoning, access and utilities, as well as other information requested by Consultant, 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. 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 appraisal services required herein. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of each appraisal. Consultation services for appraisal, project feasibility and evaluation studies, as well as expert testimony and related litigation services shall be billed at the rate of $175 per hour. 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.

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 $5,000,000.

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

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

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

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

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, 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 XVIII.

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

If to Consultant:
Vogels Buckman Appraisal Group, Inc.
Attn: Greg Fenendael
2005 South Webster Ave.
Green Bay, WI 54301

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

VOGELS BUCKMAN APPRAISAL GROUP, INC.

By: _____
Name: _____

By: _____
Name: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

REQUEST FOR REAL ESTATE APPRAISAL SERVICES PROPOSALS:
City of De Pere, Wisconsin

Development Services Department

Issued: February 5, 2024

Proposals Due: March 1, 2024, by 4:00PM

A. INTRODUCTION AND SUMMARY

Through this Request for Proposals ("RFP"), the City of De Pere Development Services Department seeks proposals from qualified state-licensed, certified general, real estate appraisal firms to produce full narrative appraisals on an as needed basis. This RFP will be used to establish a list of qualified appraisers. Submissions must be received by the Development Services Department at City Hall, 335 S. Broadway, De Pere, WI 54115 no later than 4:00 p.m. on Friday, March 1, 2024.

B. COMMUNITY OVERVIEW



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

C. SCOPE OF WORK

To aid in the purchase or sale of a parcel, the City must obtain an accurate market value for a subject property. In the scope of this assignment, the appraiser must complete all of the following:

1. Identify and explain the chosen method of the appraisal of property taking into consideration location, zoning, topography, access, public improvements and all other factors;
2. Inspect and photograph the property being appraised;
3. Secure and evaluate information relating to land characteristics, zoning, access, utilities which the City will make available;
4. Study area land uses, demographics, and market supply-demand characteristics;
5. Research recent and similar property sales and rents, and land sales within the appropriate market area;
6. Form an opinion of the highest and best use for the appraised property;
7. Interview persons considered informed regarding the subject and similar properties, including various real estate professionals, and representatives of the City of De Pere; and
8. Develop an opinion of market value using appropriate appraisal methodology with reporting of the appraisal results in an Appraisal Report, as specified in USPAP.

D. SUBMITTAL QUESTIONS

All questions shall be submitted in written form to the contact information provided below by 4:00 PM, Central Time, Wednesday, February 14, 2024. Answers will be provided via the City website as a part of addenda to the RFP as they become available. Multiple addenda may be released.

E. Submission Requirements

The City wishes to evaluate each proposal under the same uniform review standards. Proposals for this project should be organized in the following order and contain all of the following information: Respondent shall submit one (1) electronic copy in PDF format on the City's online portal. In order to be considered, proposals must be received no later than 4:00 PM, Central Time, Friday, March 1, 2024 and delivered to:

Quasan Shaw
Community and Economic Development Specialist
qshaw@deperewi.gov
or
[De Pere, WI] RFP Application (seamlessdocs.com)

Proposals should include all of the following:

1. *Title Page:* Display the proposal title, name of the firm, address, telephone number(s), name and email address of a contact person, date, and any other pertinent firm information.
2. *Proposal Effective Date*: A statement that the proposal is effective for 60 days from the proposal due date.
3. *Litigation*: A brief list of any pending, settled, tried, or other litigation the firm has been involved in for the past five (5) years relating to real estate appraisal services performed by the firm, with a description of the case(s) and their current status, if applicable.
4. *Cost proposal:* The following is a list of all pricing items to submit in your proposal (subject to annual rate change as part of Master Service Agreement):
    - *i.* Lump sum cost for production of a single parcel report for market analysis, restricted, summary and condemnation appraisals. Describe actual services provided in the various levels/formats of appraisals.
    - *ii.* Unit rate for production of a report including multiple parcels in one general location (i.e. hourly or other method of compensation determination) for market analysis, restricted, summary and condemnation appraisals. Describe actual services provided in the various levels/formats of appraisals and provide separate fees for each of the following grouping: 2-5 parcels; 6-10 parcels; 11 or more parcels.
    - *iii.* General fully loaded hourly rate for appraisal consultation, including project feasibility, evaluation studies, etc.

iv. General fully loaded hourly rate for pre-trial depositions and discovery investigations and pre-trial preparation.

v. General fully loaded hourly rate for expert testimony at condemnation trial and other legal proceedings as required.

5. *Qualifications and Experience:* Describe the qualifications and experience of the personnel to be assigned to the work such that those qualifications demonstrate prior experience of similar nature.
6. *Appraisal Projects Completed:* Provide a summary of representative projects performed by the firm from the past two (2) years, identify if the client was a public or private entity and describe any unique challenges associated with the selected projects.
7. *References:* Please provide three (3) references for work completed within the past two (2) years.
8. *Conflict of Interest:* Applicant shall either state they have no conflict of interest or disclose any potential conflict of interest. A potential conflict of interest includes, but is not limited to:

i. Accepting an assignment where duty to City would conflict with the Applicant's personal interest, or interest of another client.

ii. Performing work for a client or having an interest which conflicts with this contract.

F. SELECTION PROCESS

The following describes the anticipated general review process.

1. Proposal review.
2. Staff recommendation to the Finance and Personnel Committee and committee recommendation to Common Council.
3. Common Council approval of the selected appraisal firm.
4. Finalize/execute service contract.

G. SELECTION CRITERIA

The selection process will involve the following primary steps. Applicants should carefully examine the entire RFP, any addenda, and all related materials and data referenced in the RFP. Applicants should become fully aware of the nature of the work and the conditions while performing the work.

Each of the following review criteria will be taken into consideration in the evaluation of the proposals. The proposals evaluation will be weighted as shown below:

1. Completeness of Proposal: The proposal must address each item outlined in the proposal requirements, demonstrating offeror understanding of project scope. (Maximum 25 points)
2. Appropriateness of Proposed Services: The extent to which the proposal achieves the City's goals, objectives, and overall vision of the desired services. (Maximum 50 points)

3. Relevant Experience: Demonstrated ability to meet appraisal services as pertains to the scope of work. (Maximum 25 points)

The selection team will recommend an appraisal proposal and firm to the Finance and Personnel Committee and ultimately to the Common Council based on the Selection Criteria.

The Common Council reserves the right to reject any and all proposals and select an appraisal firm of their choosing. When a selection decision is made, the City expects to enter into negotiations with the selected firm to complete a service contract. Upon approval and execution of a service contract, all other competing firms will be notified of the selection in writing. The City is committed to a cooperative working relationship with the selected appraisal firm.

H. TENTATIVE TIMELINE

The following is the conceptual timeline for the process (subject to change):

Release of Request for Real Estate Appraisal Proposal	February 5, 2024
Written questions submitted to qshaw@deperewi.gov	February 14, 2024
Reponses to questions available	February 16, 2024
Submission deadline by 4:00 p.m.	March 1, 2024
Follow Up Information and Interviews (if needed)	TBD, 2024
Presentation of Proposals to Finance and Personnel Committee	March 12, 2024
Recommendation to Common Council	April 2, 2024

I. STATEMENT OF RIGHTS AND UNDERSTANDING

The City reserves, and may, in its sole discretion, exercise any and all of the following rights and options with respect to this RFP:

1. To accept, reject, or negotiate modifications to, any and all proposals;
2. Submission of a proposal does not bind the City to any action or any applicant;
3. To issue clarifications and propose addenda;
4. To modify any timeline;
5. To negotiate with one or more applicants;
6. To select any submission as the basis for negotiations and to negotiate with applicants for amendments or modifications to their submission;
7. To conduct investigations with respect to the qualifications of each applicant;
8. All materials submitted in response to this RFP become the property of the City;
9. The City is not responsible for costs associated with preparing proposals;
10. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP. This RFP has been prepared by the City and does not purport to be all-inclusive or to contain all of the information a prospective applicant may desire. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP.

Vogels Buckman APPRAISAL GROUP, INC.

REAL ESTATE APPRAISAL SERVICES PROPOSAL

VOGELS BUCKMAN APPRAISAL GROUP INC.
2005 S. Webster Avenue
Green Bay, Wisconsin 54301
920-437-1717
Greg Fenendael
gregf@vbappraisal.com
February 29, 2024

Vogels Buckman APPRAISAL GROUP, INC.

February 29, 2024

Quasan Shaw
Community and Economic Development Specialist
City of De Pere
335 S. Broadway
De Pere, WI 54115

RE: Request for Real Estate Appraisal Services

Dear Mr. Shaw:

At your request, I am providing a proposal for real estate appraisal services as per your request dated February 5, 2024.

This proposal is effective for 60 days from February 29, 2024.

Our firm has had no pending, settled, tried or other litigation within the past 5 years.

Cost Proposal: Our fees will vary depending on the property. However, in general, a narrative appraisal report is typically between $2,000 to $3,000, a restricted appraisal report between $1,500 to $2,000 and a condemnation appraisal report between $2,500 to $3,500. Appraisals would entail consideration of the 3 approaches to value with the application of the most appropriate approaches for the subject.

Discounts for multiple appraisals will be determined on a case-by-case basis but in general, a discount of $100 to $500 per appraisal would be applicable for multiple reports, from 2 to over 11 parcels. Typically, the greater the number of parcels, the greater the discount.

Our hourly rate for appraisal consultation, including project feasibility, evaluation studies, pre-trial dispositions, discovery investigations, pre-trial preparations, expert testimony and other legal proceedings etc. is $175 per hour.

Attached to this proposal are the qualifications of the appraisers in our office, Greg Fenendael and John Anderson. Together we have over 60 years of appraisal experience.

Recently we have done condemnation and other appraisals for the City of De Pere, Brown County, City of Green Bay, Village of Howard, City of Appleton and Outagamie County, among others. Projects range from 1 parcel to 25+ parcels.

2005 S. Webster Ave. Green Bay, WI 54301 (920) 437-1717 Fax: (920) 437-8897

Vogels Buckman

Submitted for reference are the following:

Kim Lesperence, Westwood, Real Estate Specialist/Coordinator, 920-735-6900
Mark Lahay, City of Appleton, Engineer, 920-832-6486
Paul Evert, Village of Howard, Administrator, 920-434-4640

Vogels Buckman Appraisal Group Inc. has no conflict of interest working with the City of De Pere.

Thank you for the opportunity to be of service. If you have any questions, feel free to contact me.

Sincerely,



Greg Fenendael
Wisconsin Certified General Appraiser #1220-10
Vogels Buckman Appraisal Group Inc.
2005 S. Webster Avenue
Green Bay, Wisconsin 54301
Office: 920-437-1717
Cell: 920-241-3480

Vogels Buckman

APPRAISAL QUALIFICATIONS

Greg Fenendael
Wisconsin Certified General Appraiser #1220-10
Vogels Buckman Appraisal Group, Inc.
2005 S. Webster Avenue
Green Bay, WI 54301
E mail: gregf@vbappraisal.com

EDUCATION

Graduate of the University of Wisconsin - Green Bay
Bachelor of Science Degree - 1991
Graduate Studies at the University of Wisconsin - Green Bay - 1993-1994

Successfully completed the following courses and seminars:

- Appraisal Principles (Course 110) - 7/94
- Appraisal Procedures (Course 120) - 7/94
- Standards of Professional Practice A - 10/94
- Residential Property Construction and Inspection - 10/95
- Appraising from Blueprints and Specifications - 11/95
- Multifamily Appraisal Report Writing- 12/95
- Depreciation Seminar - 12/95
- Data Confirmation & Verification Methods - 1/96
- Appraisal Institute Seminar on E-Mail & the Internet - 4/96
- Alternative Residential Reporting Forms - 11/96
- Fair Lending and the Appraiser - 2/97
- Appraising Unique Residential Properties - 10/97
- Appraising Special Purpose Properties - 10/97
- Residential Case Study (Course 210) - 7/98
- Eminent Domain - 9/98
- FHA Appraisal & Construction Standards - 12/98
- USPAP 98 - 12/98
- Supporting Sales Comparison Grid Adjustments - 8/99
- Apartment Appraisal Concepts and Applications (Course 330) - 11/99
- Valuation of Detrimental Conditions - 11/00
- Real Estate Fraud - 3/01
- Basic Income Capitalization (Course 310) - 7/01
- Uniform Standards of Professional Appraisal Practice - 10/01
- Appraisal Review - Residential - 5/02
- USPAP Review - 3/03
- Residential Construction - 6/03
- Supporting Capitalization Rates - 9/03
- Appraising Environmentally Contaminated Properties - 11/03
- Predatory Lending - Crossing the Line - 11/03
- Real Estate Fraud: The Appraiser's Responsibilities and Liabilities - 12/04
- Sorting Out Updates, Recerts., Retypes, New Assignments and More - 5/05

Vogels Buckman

The Professional's Guide to the URAR - 9/05
USPAP Update - 10/05
Internet Resources for Appraisers/Sales Comparison Techniques - 10/06
WisDOT Appraisal Procedures and Practices - 5/07
USPAP Update - 11/07
Appraisal Trends - 12/07
Valuation of Detrimental Conditions in Real Estate - 12/07
Keeping Current – Six Things You Need to Know for 2009 – 11/08
2008-2009 National USPAP Update Course – 10/09
Current Issues in Appraising – 11/09
Advanced Internet Search Strategies – 12/09
Demystifying Income Property Appraising – 10/10
Appraising 2-4 Family and Multifamily – 10/11
National USPAP Update Course – 11/11
Analyzing Operating Expenses – 11/11
Appraiser Ethics – 11/12
Sales Adjustment Strategies for the Current Market – 5/13
National USPAP Update Course 2014-2015 – 10/13
Being Reviewed and Completing Residential Appraisal Reviews – 1/15
AAA: Appraisal, Adjustments & Approaches – 10/15
USPAP Update – 11/15
Appraisal of Self-Storage Facilities – 12/15
Wisconsin Ethics and Fair Housing – 11/16
Statewide WisDOT Real Estate Training Conference – 9/17
National USPAP Update Course – 11/17
Discloser vs. Disclaimer – 11/17
Inspections and Relevant Characteristics – 11/17
Income Approach: An Overview – 12/17
Real Estate Day at Lambeau Field – 12/18
Appraisal of Land Subject to Ground Leases – 9/19
National USPAP Update – 10/19
Land and Site Valuation – 11/19
Appraisal of Owner-Occupied Commercial Properties – 5/20
7-Hour National USPAP Update Course – 10/21
Appraisal of Industrial and Flex Buildings – 11/21
REALTOR Code of Ethics – 11/21
Sales Comparison Approach – 11/21
Cost Approach – 1/23
Appraisal of Self-Storage Facilities – 11/23
The Income Approach: An Overview – 11/23
2024-2025 National USPAP Update Course – 11/23

Vogels Buckman

GENERAL EXPERIENCE

October 2020 to Present - Owner, Real Estate Appraiser
Vogels Buckman Appraisal Group
June 1995 to October 2020 - Real Estate Appraiser
Vogels Buckman Appraisal Group, Inc.
January 1994 to May 1995 - Research Specialist, MLS Coordinator
Vogels Buckman Appraisal Group, Inc.
August 1993 to December 1993 - Loan Processing Department
Security Bank, Green Bay
February 1993 to July 1993 - Cost Accounting Department
Grace Tec Systems, De Pere
May 1992 to November 1992 - Assistant Crop Manager
Progenix Corp., Wausau

STATE CERTIFICATION

Wisconsin Certified General Appraiser #1220-10
Expires 12/14/2025

REAL ESTATE APPRAISAL EXPERIENCE

Market value for acquisition purposes, financing, partial interests, tax appeal, foreclosure, etc.
Condemnations for both condemning authorities and condemnees in takings for roadways, redevelopment and parkland.
Values for insurance purposes.
Evaluations and analysis for various decision-making situations.
Relocation appraisals on the ERC form. Pre-purchase appraisals for incoming transferees.

TESTIMONY

Has testified as an expert witness in Brown County and Manitowoc County.

CLIENTS SERVED

Financial Institutions

Affiliated Mortgage
AAA Mortgage Corp.
Aames Home Loan
ABNET
Accent Mortgage
Access Mortgage
Advanta Mortgage
Affiliated Mortgage
Agri Bank
All American Mortgage
Alliance Mortgage
American National Bank
Anchor Bank
Associated Bank
Associated Mortgage
Assured Mortgage
Atlas Mortgage
Banc One Mortgage Corp.
Bank First
Bank of Luxemburg

Vogels Buckman

Bank One
Bank Mutual
Baraboo National Bank
Baylake Bank
Bengston Mortgage Specialists
BMO Harris Bank
Brown County Emp. Credit Union
Business Lending Group
Capital Bank
Capital Credit Union
Castle Mortgage
Citizens Bank
Cityscape Mortgage
Charter Bank
CLT Appraisal Services
CMA Mortgage
Commerce State Bank
Community Bank of Central WI
Community First Credit Union
Consumer Security Mortgage
Countrywide Funding
CoVantage Credit Union
Crossland Mortgage Corp.
Crozier & Henderson Mortgage
Denmark State Bank
Employees Mutual Savings
F & M Bank
Farm Credit Services
Fidelity Bank
First Business Bank
First Federal Savings Bank
First Financial Bank
First Financial Concepts
First Illinois National Bank
First Northern Savings Bank
First of America Mortgage
First Security Credit Union
Five Star Home Mortgage
Five Star Financial Services
Fleet Management and Recovery
Fleet Mortgage
Fox Cities Bank
Fox Communities Credit Union
Fox Valley Savings
GMAC Mortgage Corp.
Great North Bank
Greenleaf Wayside Bank
Greenstone Farm Credit Services
Greentree Mortgage
Heritage Mortgage
Horizon Mortgage Corp.
Hometown Bank
IBM Credit Union
Industry Mortgage
Investors Community Bank
Johnson Bank
JPMorgan Chase Bank
Knutson Mortgage
Landmark Credit Union
M&I Bank
Monona State Bank
Navy Federal Credit Union
NBD Mortgage
Nicolet National Bank
North Shore Bank
Oceanmark Financial
Oostburg State Bank
Option One Mortgage
Ozaukee Bank
Partnership Bank
Peoples State Bank
PHH Mortgage Corp.
Royal Credit Union
Samboy Financial
Security Bank
Southeast Wisconsin Mortgage
St. Francis Bank
State Bank of Chilton
Superior Home Mortgage Co.
TCF National Bank
The Business Bank
The William Block Co.
Town Bank
Union State Bank
Universal Mortgage Corp.
U.S. Bank
Verve Credit Union
Waterstone Bank
Wells Fargo Bank
Westbury Bank
Wisconsin Bank and Trust

Vogels Buckman

Governmental
U.S. Government - IRS
State of Wisconsin - DOT, DNR
Various Local Governments

Relocation Companies
Prudential Relocation
Weichert Relocation
GMAC Relocation
Circuit City
Executive Relocation
Procter and Gamble
Corporate Relocation Services
Midwest Relocation
Remax Relocation
StoraEnso
ReloAction
WHR Group
Burnett Relocation
Cross Country Relocation
National Residential Inc.
Nabisco Relocation
Meridian Mobility Resources
ReloSource
Pinnacle Group
Valuation Administrators
Relocation Center
Michelin North America
AMCO
Associates Relocation Management Co., Inc.
Plus Relocation Services
Relocation Resources

Various private investors, attorneys, individuals, corporations, estates and others.

Vogels Buckman

APPRAISAL QUALIFICATIONS

John Anderson
Wisconsin Certified General Appraiser 1065-10
Vogels Buckman Appraisal Group, Inc.
2005 S. Webster Avenue
Green Bay, Wisconsin 54301
E mail: johna@vbappraisal.com

EDUCATION

Graduate University of Wisconsin – Milwaukee – Business Administration and Marketing

Successfully completed the following courses:

Appraisal Institute Courses
Real Estate Appraisal Principles
Basic Valuation Procedures
Capitalization Theory and Techniques, Part A
Capitalization Theory and Techniques, Part B

Recent Seminars
Expert Witness for Commercial Appraisers
The Dirty Dozen Seminar, USPAP Compliance Reports
Appraising and Analyzing Industrial and Flex Buildings for Mortgage Underwriting
Appraising and Analyzing Office Buildings for Mortgage Underwriting
The Evolution of Finance & the Mortgage Market
The Nuts and Bolts of Green Building for Appraisers
Appraisal of Land Subject to Ground Leases
Environmental Issues for Appraisers
2015-2016 WI Ethics and Fair Housing Core Course
Online Business Practices and Ethics
2020-2021 7 hour USPAP Update Course
Managing Appraiser Liability
Introduction to Expert Witness Testimony for Appraisers
New Technology for Real Estate Appraisers

GENERAL EXPERIENCE

1989 to 1995	Staff Appraiser for Realty Consultants, USA, Inc. in Chicago, IL
1995 to 2020	Senior Staff Appraiser with Vogels Buckman Appraisal Group
2020 to Present	Senior Appraiser/Owner

Vogels Buckman

PROFESSIONAL ORGANIZATIONS

Wisconsin Realtors Association
Realtors Association of Northeast Wisconsin

STATE CERTIFICATION

Wisconsin Certified General Appraiser 1065-10 June 23, 2000
Expires 12/14/2025

REAL ESTATE APPRAISAL EXPERIENCE

Vacant land including commercial, industrial, agricultural, recreational, waterfront and wetlands
Land lease analysis
Industrial Property Appraisals including warehousing and manufacturing of many types
Commercial Property Appraisals including retail (downtown and shopping centers), professional offices, medical clinics, restaurants
Specialist in the Appraisal of Convenience Stores
Condemnation Valuation for condemning authorities and property owners
Appraisals for redevelopment
Market value appraisals for sale, financing, partial interests including lessors and lessees, tax appeal
Valuation for Insurance Purposes
Special Use Properties
Valuation for Estates
Highest and Best Use Analysis
TIF District Valuation
Subdivision Analysis
Appraisals for Easements
Proposed Construction Appraisals
Evaluations and analysis for various decision-making situations

TESTIMONY

Has testified as an expert witness for the Illinois Department of Transportation

CLIENTS SERVED

Governmental

U. S. Government - Internal Revenue Service
State of Wisconsin Department of Transportation, Bureau of Aeronautics, Department of Natural Resources
Cities of Green Bay, De Pere and Appleton; Village of Allouez
Green Bay Metropolitan Sewage District
Wisconsin Public Service

Vogels Buckman

Financial and Lender Clients

Associated Bank
City of Oshkosh
Old National Bank
Nicolet National Bank
First Business Bank
BMO Harris Bank
Baylake Bank
Fabco
The Business Bank
Investors Community Bank
Business Lending Group
Village of Pulaski
County Rescue Services
Wipfli Ullrich Bertelson
Marine Bank
Green Bay Radiology
Timberwood Bank
Denmark State Bank
Community First Credit Union
JPMorgan Chase Bank
North Shore Bank
West Pointe Bank

Various private investors, attorneys, individuals, corporations and estates.

CITY OF DE PERE MEMO

To: James Boyd, Mayor
Finance/Personnel Committee Members
From: Quasan Shaw, Community and Economic Development Specialist
Date: March 7, 2024

RE: **Consideration and possible action to award a contract for appraisal services with Vogels Buckman.***

Summary
On February 5, 2024, the Development Services Department released for distribution a Request for Proposals (RFP) to qualified appraisers and appraisal firms to produce full narrative appraisals on an as needed basis. Services provided will include:

1. Inspect and photograph the property being appraised;
2. Secure and evaluate information relating to land characteristics, zoning, access, utilities which the City will make available;
3. Study area land uses, demographics, and market supply-demand characteristics;
4. Research recent and similar property sales and rents, and land sales within the appropriate market area;
5. Form an opinion of the highest and best use for the appraised property; and
6. Develop an opinion of market value using appropriate appraisal methodology with reporting of the appraisal results in an Appraisal Report, as specified in USPAP.

City staff received a total of four RFP responses from the following agencies:

- Fox Cities Appraisal
- Cushman & Wakefield
- Vogels Buckman
- Commercial Property Consultants

Development Services completed a review of the proposals and based on the content of the proposal and past experiences with Vogels Buckman the past year we would recommend approval.

Timeline and Budget
Vogels Buckman will provide appraisal services to the City of De Pere on an as needed basis for the next two years. The proposal includes costs of each appraisal ($1,500-$3,500 depending on the type) and $175 per hour for trial testimony.

Staff Recommendation
Recommend approval of the proposal from Vogels Buckman for appraisal services as outlined in the RFP and forward the recommendation to the Common Council for approval.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #24-30 Authorizing Development Agreement Regarding Facility Construction Between the City of De Pere and Smet Properties, LLC (Parcel WD-D0076).**

On March 12, 2024, by a vote of 5-0, the Finance and Personnel Committee approved purchase agreement terms for the sale of parcel WD-D-0077 to Smet Properties, LLC. The attached purchase agreement has been negotiated between the City and Developer.

ATTACHMENTS:

- Reso24-30 (PDF)
- Development Agreement Initial City Draft - 3.12.24 CLEAN (PDF)
- SMET Term Sheet Memo - WD-D0076 Updated 03072024 (PDF)
- WD-D0076 Sale Map (PDF)

RESOLUTION #24-30

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING FACILITY CONSTRUCTION
BETWEEN THE CITY OF DE PERE AND SMET PROPERTIES, LLC
(WD-D0076; West Business Park – Venture Avenue)

WHEREAS, Smet Properties, LLC ("Developer") wishes to enter into an agreement for constructing a one-story manufacturing building on Venture Avenue located in Tax Incremental District No. 11 (TID #11) for office and manufacturing space of not less than 45,555 square feet for its manufacturing business operations; and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such as cash grants, when made pursuant to a signed development agreement, for the benefit of industrial and other development and redevelopment within its TID Districts; and

WHEREAS, the intended development is consistent with the Amended Boundary and Project Plan for TID #11 and will be beneficial to the City; and

WHEREAS, Developer's ability to commence construction of the Development Project is contingent upon the City's commitment to use tax increments from TID #11 to provide financial assistance for portions of such improvements, pursuant to the terms set forth in the attached Development Agreement Regarding Facility Construction Between the City of De Pere and Smet Properties, LLC; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Development Agreement Regarding Facility Construction Between the City of De Pere and Smet Properties, LLC, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/12/2023

DEVELOPMENT AGREEMENT REGARDING FACILITY CONSTRUCTION BETWEEN THE CITY OF DE PERE AND SMET PROPERTIES, LLC (WD-D0076; West Business Park - Venture Avenue)

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and Smet Properties, LLC, a Wisconsin Limited Liability Company ("Developer").

RECITATIONS

WHEREAS, Wis. Stats. §66.1105, provides the authority and establishes procedures by which the City of De Pere may create Tax Increment Financing Districts and support development projects within blighted areas of the City through the use of tax incremental financing; and

WHEREAS, in 2015, the City created "Tax Incremental District No. 11, City of De Pere", and amended as of August 17, 2021 and October 5, 2023 (TID #11), as and for the benefit of industrial development within the District as described in the Amended Boundary and Project Plan for TID #11; and

WHEREAS, Developer is in need of constructing a one-story manufacturing building on Venture Avenue to be no less than 45,555 square feet for office and manufacturing, which development is consistent with the Amended Boundary and Project Plan for TID #11; and

WHEREAS, the development described above and more fully in this Agreement will promote the revitalization and economic stability of TID #11 and the City as a whole; and

WHEREAS, Developer's ability to construct the manufacturing facility would not be viable and this development would not occur in the City but for the City's commitment to reimburse Developer for significant project costs; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2) (f) include, among other things, cash grants when made pursuant to a signed development agreement; and

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the property for the benefit of TID #11 to facilitate development and redevelopment within the district and to provide financing for portions of such improvements and development; and

WHEREAS, the City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, the grading of public and private lands and stormwater runoff control to serve the Project; and

WHEREAS, as a result, the City wishes to promote this development and provide the required financial assistance to Developer.

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

A. "Total Assessed Value" means the anticipated initial value placed upon the Building Development as determined pursuant to Wisconsin Statutes, Chapter 70. The projected

full Assessed Value for the Building Development is Three Million Sixty Thousand dollars and no/00 cents ($3,060,000.00).

B. "Assessed Increment Revenue" means the total taxes paid on the Assessed Increment Value.

C. "Assessed Increment Value" means the total assessed increment value placed upon the Building Development by the State of Wisconsin under Wis. Stats. §70.995 less the existing Based Assessed Value. If the Assessed Increment Value of the Building Development as of January 1, 2025, and through the term of this Agreement is less than Three Million Sixty Thousand dollars and no/00 cents ($3,060,000.00). the Deficit Payment (defined below) provisions of Paragraph III.C.3 shall apply.

D. "Base Assessed Value" means the total 2023 Assessed Value of the tax parcel comprising the Building Development in the amount Zero dollars no/00 cents ($0.00).

E. "Building Development" means the Subject Property together with the Project improvements contemplated by the Parties and as approved by the City Plan Commission. (Also referenced as Exhibit A herein).

F. "Certificate of Occupancy" means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.

G. "City" means the City of De Pere.

H. "Deficit Payment" means payment of the difference between the taxes paid on the Assessed Increment Value of the Building Development and those taxes that would have been paid on the Guaranteed Value of the Building Development, as defined in and

calculated under Paragraph III.C.3.

I. "Developer" means Smet Properties, LLC, a Wisconsin Limited Liability Corporation.

J. "District and/or TID #11" means City of De Pere Tax Incremental District No. 11 as amended, which is statutorily scheduled to close as of September 1, 2035.

K. "Force Majeure" means a delay in achieving Substantial Development as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, or other forces majeure. Force Majeure shall not work to extend the implementation of the Property Valuation Warranties under Paragraph III.C.

L. "Guaranteed Value" means Three Million Sixty Thousand dollars and no/00 cents ($3,060,000.00) or the Base Assessed Value plus the Assessed Increment Value.

M. "Project" means the construction of the facility or building of not less than 45,555 square feet as office and manufacturing space with code appropriate façade materials. The facility or building as constructed hereunder, together with the Subject Property, comprises the Building Development.

N. "Project Grant" means the Project Reimbursement Grant provided to Developer as set forth in Paragraph IV.B..

O. "Subject Property" means Parcel WD-D0076 of approximately 5.33 acres.

P. "Substantially Completed" means that a certificate of occupancy for the Project has been issued by the City Building Inspection Department.

Q. "Term of the Agreement" means through the end of TID #11, on or before September 1, 2035.

II. PURCHASE OF REAL ESTATE

A. The Subject Parcel. Developer agrees to purchase, and City agrees to sell, the 5.33-acre parcel of real estate legally described as:

Parcel WD-D0076: LOT 3 OF 61 CSM 349 BNG PRT OF LOT 1 & PRT OF NW1/4 SE1/4 SEC 32 T23N R20E (5.33 acres)

such property being shown as on the attached Exhibit A and identified in this Agreement as the Subject Property.

B. Purchase Price. The purchase price for the Subject Property shall be the amount of Two Hundred Thirteen Thousand Two Hundred dollars and no cents (5.33 acres multiplied by $40,000.00 per acre equals $213,200.00) in consideration of City providing Developer with a Site Assembly Cost Reimbursement Grant at closing as described further in Section IV.A.1. of this Agreement. The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Property. Developer shall coordinate the location of necessary laterals with the City Engineering Division for connection to any such municipal improvements.

C. Closing Procedure. Closing shall take place at the City Attorney's Office, De Pere City Hall, 2nd Floor, or electronically, on or before May 31, 2024, unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Property, each of which must be satisfied or waived in writing by Developer prior to closing:

1. **Evidence of Title/Title Defects.** City shall, at its own expense, provide title insurance for the Subject Property to be conveyed and shall forward a copy

of the commitment of such title insurance to Developer at least (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be as provided in Section II.C.3., City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

2. **Closing Costs.** City shall pay all closing costs usually and customarily paid by sellers of property in Wisconsin, including the cost of the title insurance as provided herein and any transfer taxes due.

3. **Conveyance of Title.** City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

    a. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.

b. Easements of record, provided the same do not restrict or interfere with the intended use of the property.

c. Obligations contained in this Agreement.

E. Access Prior to Closing. City shall permit Developer to access the Subject Property prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to and shall hold City harmless for any and all injury to Developer, its respective agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

F. Environmental Representations. City made a good faith inquiry into the environmental condition of the Subject Property upon its purchase and has procured a Phase I Environmental Assessment, which assessment has been forwarded to Developer for review. City makes the following representations based on City's present knowledge after such reasonable inquiry as to the condition of the Subject Property:

1. Pending Environmental Law Litigation. City has not violated, is not violating, and has not been threatened with or received notice or charge asserting any violation of the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980 ("CERCLA"),

the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including the rules and regulations thereon regulating or otherwise affecting the environment ("Environmental Laws") as the same may have been amended prior to the date thereof. The City has no reason to believe that any asbestos, urea-formaldehyde, or polychlorinated biphenyl is present at or under the Subject Property.

2. Disposal of Substances. City has not disposed of any substances in any manner on the Subject Property which may form the basis for any present or future claim based upon current environmental laws of any demand or action seeking cleanup of any site, location or body of water, surface or subsurface, under any environmental laws which may subject City, Developer or the Subject Property to claim for damages.

3. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the Subject Property. City has not used the Subject Property as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact the value of the Subject Property nor does City have any present knowledge that any third party has so used the Subject Property.

4. Above or Underground Storage Tanks. No above or underground storage tanks containing either a "regulated substance" (as defined in 40 CFR, Section 280.12), or "hazardous waste" (as defined under RCRA) have been installed in the Subject Property by City or its agents or employees. City

does not believe that any such tanks existed on or under the Subject Property at any time in the past. At no time during City's ownership or use of the Subject Property have "hazardous substances" (as defined under CERCLA) or "hazardous waste" (as defined under RCRA), or "petroleum based substances" (as defined in 40 CFR, Section 280.12) been spilled, leaked, discarded, or otherwise deposited on the Subject Property. City has no present knowledge to believe that such spill, leak, discharge, or deposit occurred prior to City's ownership or use of the Subject Property. City has no present knowledge that any of the property is contaminated by "regulated substances" (as defined in 40 CFR, Section 280.12) or has "hazardous waste" (as defined in RCRA) originated from off-site sources of such substances.

G. Flood plain. The Subject Property is not currently identified as flood plain under Chapter 16 De Pere Municipal Code.

H. Extent of Representations. Other than the matters disclosed in the Phase I Environmental Assessment and the representations of this Section, City makes no representations in regard to the condition of the Subject Property.

I. Provisions to Survive Closing. The representation provisions of this Section shall survive the closing of this transaction.

III. DEVELOPER OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. **Plan Commission Project Site Plan Approval.** Developer shall take all steps necessary to

obtain City Plan Commission approval of the Project to enable construction to commence no later than June 1, 2023, and proceed so as to obtain Substantial Completion of the Project on or before December 31, 2024. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the City (Exhibit A) and shall be constructed in compliance will all City code provisions with all conditions and requirements of the City.

B. **Substantial Completion.** The Project shall be Substantially Completed and subject to full real estate assessment of Total Assessed Value as of January 1, 2025.

C. **Project/Subject Property/Building Development Value Warranties.**

1. Guaranteed Value. Developer warrants that the Guaranteed Value of the Building Development as of January 1, 2025, shall be not less than Three Million Sixty Thousand dollars and no cents ($3,060,000.00). This January 1, 2025, date for the Building Development to have a Total Assessed Value not less than the Guaranteed Value is not subject to Force Majeure. To that end, Developer, for itself and its respective successors and/or assigns, hereby waives all right to appeal the Total Assessed Value of the Building Development, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the Total Assessed Value of the Building Development below the Guaranteed Value for the duration of TID District #11. If the Total Assessed Value of the Building Development is less than the Guaranteed Value, Developer, on behalf of itself and its respective

successors and/or assigns, agrees that the Deficit Payment provisions of Paragraph III.C.3 ("Deficit Payment Calculation") shall apply.

2. Property to Remain Taxable. For the duration of TID District #11, Developer, on behalf of itself and/or its respective successors and assigns, hereby agrees that they shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project or Building Development to an entity whereby such sale or lease would cause such portion of the Project or Building Development to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project or the Building Development during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or the Building Development or any portion thereof to become tax exempt. Should the Project or Building Development nevertheless become tax exempt, Developer, for itself and its respective successors and/or assigns, hereby agrees that a Deficit Payment shall then be made by the Owner of the Building Development in accordance with the process set out in Paragraph III.C.3 ("Deficit Payment Calculation").

3. Deficit Payment Calculation. Calculations of any Deficit Payment required under this Agreement shall be as follows:

   If the Total Assessed Value falls below the Guaranteed Value:

   a. The Total Assessed Value of the Building Development shall be subtracted from the Guaranteed Value. The difference shall be

multiplied by the mil-rate for all taxing jurisdictions established for each tax year for the east side of De Pere, the product of which shall be the total Deficit Payment, due and payable on or before August 31 of the year due.

b. If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

D. **Developer Representations, Warranties and Covenants**. Developer represents, warrants and covenants that:

1. it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; and
2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and

4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and
5. it will expeditiously complete the development and construction of the Building Development in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Building Development; and
6. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City; and
7. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require; and
8. it will take all reasonable steps to forestall claims of lien against the Subject Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Property;
9. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and

malicious mischief hazard insurance covering the Subject Property in at least the amount of the full replacement, completed value of the improvements on the Subject Property;

10. it will pay and discharge all taxes, assessments and other governmental charges upon the Subject Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Property;
11. it will promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;
12. it shall deliver to the City revised statements of estimated costs of the construction for Building Development showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and
13. it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and
14. no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing; and
15. there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Subject Property; and

16. the person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and
17. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

E. **Landscaping**. Developer shall be responsible for landscaping on the Subject Property, including trees, shrubs, seeding or sod related to the Building Development.

F. **Utilities**. Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Building Development.

G. **Laterals**. Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Property, as well as connections of such laterals to new or existing sewer and water mains.

H. **Erosion**. Developer shall be responsible for all erosion control related to construction of all improvements on the Building Development.

I. **Costs**. Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

IV. CITY OBLIGATIONS

A. Site Assembly Grant. City shall provide Developer at Closing with a Site Assembly Grant of Two Hundred Thirteen Thousand Two Hundred dollars and no/100 dollars

($213,200.00) to reimburse Developer the extra-ordinary costs associated with site assembly and other construction costs involved in the Project.

B. Developer Incentive/Project Grant. City shall pay a Developer's incentive or Project Grant structured as 80% of the Assessed Increment Revenue attributable to the Project, commencing with taxes assessed for 2025, payable in 2026 and continuing until a cumulative total incentive value of Three Hundred Seventy-Five Thousand dollars and no cents ($375,000.00) is reached or until the expiration of TID #11, which is anticipated to expire on September 1, 2035, whichever occurs first. If the cumulative total of the Development Incentive does not reach the $375,000.00 threshold, then the City shall not be responsible for the remaining balance since the Developer did not incur the necessary tax expense.

C. **Cooperation.** The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

V. DEFAULT PROVISIONS

A. **Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to Force Majeure, if a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement and the other party with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If there is no cure of that breach, any party may bring any action available for any remedy provided in law or equity.

B. **Specific Performance Where Remedy Provided.** Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or, subject to Force Majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to another party, nothing in this Agreement shall prevent one party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

V. MISCELLANEOUS

A. **Obligations to run with the land.** The obligations contained herein shall run with the land and are binding for the Term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the Brown County Register of Deeds.

B. **Assignment and Changes of Control**. No party may assign this Agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council. The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City (which may be withheld by the City for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean 20% or more of the Ownership Interests in Developer. For the purposes of this Agreement,

C. "**Ownership Interests**" shall mean the members' right to share in distributions and other economic benefits of Developer, the members' right to participate in decision making, or both. The current members of Developer are identified on **Exhibit B** attached hereto and incorporated herein by reference.

C. **Notices**. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:

1. If Developer:
   Smet Properties, LLC
   1428 Fox River Drive
   De Pere, WI 54115

2. If to City:
   City of De Pere
   Attn: City Clerk
   335 South Broadway Street
   De Pere, WI 54115

   With a copy to:
   City of De Pere
   Attn: City Administrator
   335 South Broadway Street
   De Pere, WI 54115

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this

Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

D. **Law Governing.** This agreement shall be construed in accordance with the laws of the State of Wisconsin.

E. **Entire Agreement**. This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

F. **Contractual Interpretation.** All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

G. **Amendment**. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

H. **No Vested Rights Granted**. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

I. **Invalid Provisions**. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

J. **Headings**. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

K. **No Waiver; Remedies**. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

L. **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

M. **No Joint Venture**. The City is not a partner, agent or joint venture of or with Developer.

N. **Recording of a Memorandum of this Agreement Permitted**. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

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

P. **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

CITY OF DE PERE
By:

_____ _____
James G. Boyd Mayor Carey E. Danen. City Clerk

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2023, by James G. Boyd, Mayor and Carey E. Danen, City Clerk.

_____

Notary Public, State of Wisconsin
My commission expires on _____

SMET PROPERTIES, LLC
By:

_____ _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____and _____ of Smet Properties, LLC.

_____

Notary Public, State of Wisconsin
My commission expires on _____.

EXHIBIT A

Subject Property and Map; Building Development; Approved Site Plan

EXHIBIT B

Members of Developer

[DEVELOPER TO PROVIDE]

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: February 13, 2024 – REVISED March 12, 2024

RE: **Consideration and Possible Action on REVISED Sale and Development Agreement Terms with Smet Properties, LLC for Parcel WD-D0076 on Venture AV in the West Business Park***

Following the February 13, 2024, meeting of the Finance and Personnel Committee, Smet and EDL requested a revision to the terms to switch from an up-front cash grant following a Certificate of Occupancy to an annual/PAYGO agreement.

Impact Analysis:
The previous $246,800 upfront cash grant would have a total fiscal impact to the TID of approximately $342,000 after financing fees and cost of borrowing. Therefore, the City would be able to assist with a PAYGO grant structured as the following.

Development Incentive: 80% of the annual increment generated up until a cumulative total of $375,000. The City would pay a Developer's incentive structured 80% of the Assessed Increment Revenue attributable to the Project, commencing with taxes assessed for 2025, payable in 2026 and continuing until a cumulative total incentive value of three-hundred and seventy-five thousand dollars and no cents ($375,000.00) is reached or until the expiration of TID #11, which is anticipated to expire on September 1, 2035, whichever occurs first. Should the cumulative total of the Development Incentive not reach the $375,000 threshold, then the City would not be responsible for the remaining balance since the Developer did not incur the necessary tax expense due to decreasing mill rates impacting the operating expenses.

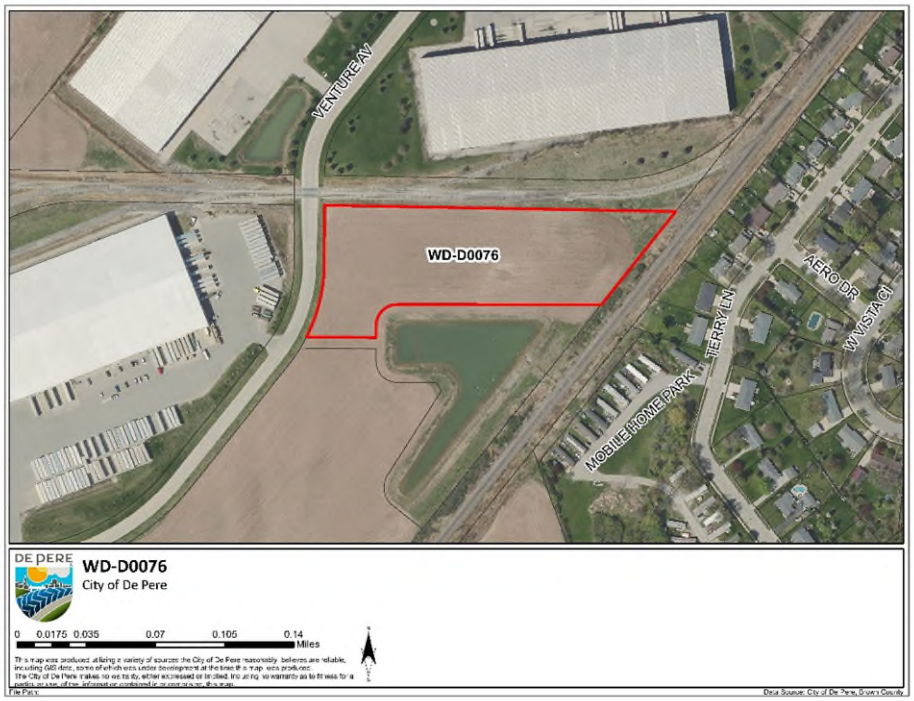
The total incentive increased from 15.01% to approximately 15.95% in equivalent cash grant funding. The total anticipated impact to the TID increased by $33,000. Staff supports this request since it removes the borrowing risk and expense to the City.

The memo below outlines the proposed changes to the terms.

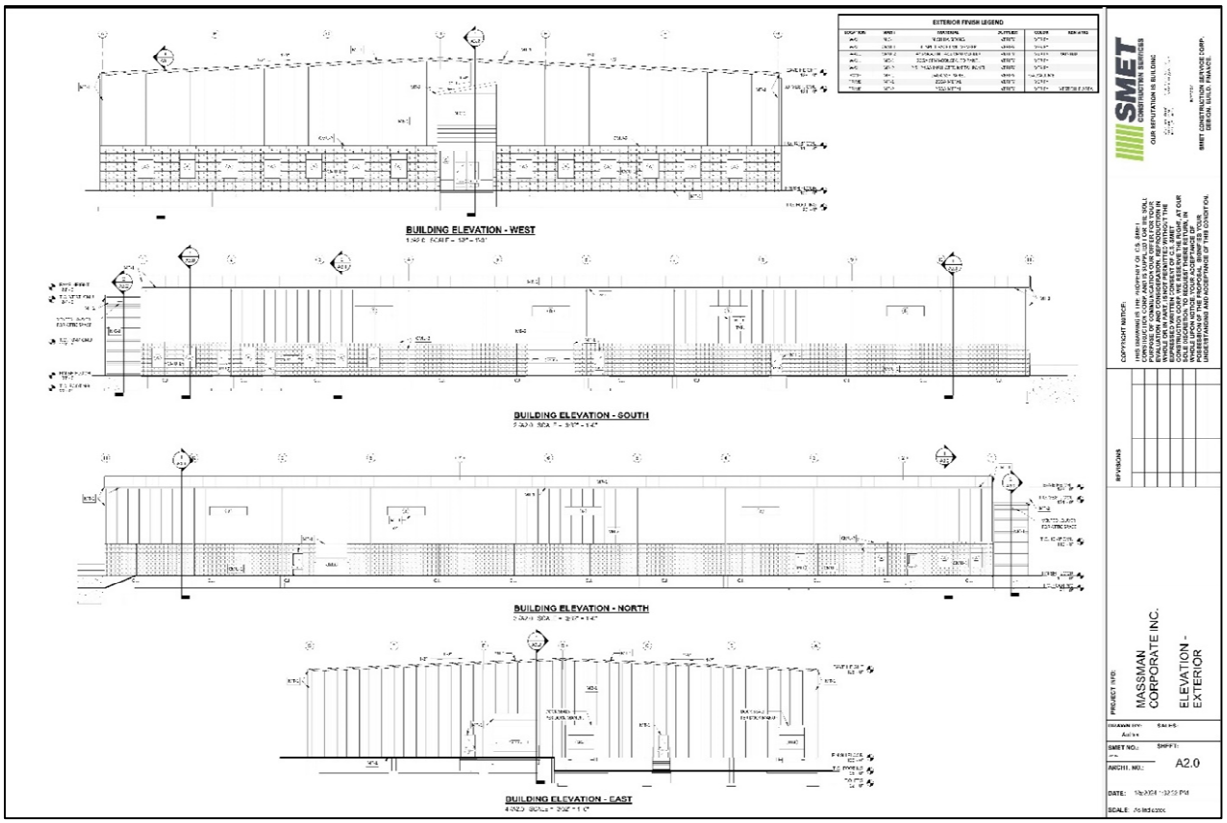
Summary

Last February, the Development Services Department responded to a site selection request from Smet Construction Services Corp (Smet) regarding a site inquiry for approximately 5 acres of land for a local company looking to expand its operation that is unable to expand at its current location. EDL, a shrink wrap line production company currently located in Ashwaubenon, conducted due diligence comparing a De Pere site on American BLVD and a site located out-of-state. Because of interest rates and the uncertainty of the economy, EDL and Smet chose to delay construction until the first quarter of 2024 to evaluate all options under a 270-day planning option. During the discussions, the City presented Smet with a 5.33-acre site located along Venture AV that had since become available after a different option party declined to construct a facility on that site. After additional review, EDL and Smet prefer the newly proposed location on Venture AV.

Therefore, Smet proposed to construct, own, and lease the development of a one-story, 45,555 SF manufacturing building of which 8,792 SF within the structure is office and restrooms for their approximately 90 employees. SMET also stated the development could expand in the near future and as such the rear of the building is being planned as an expansion wall. The proposed use would be completely contained within the building. Example site plans are attached to this memo.




SIGNAGE
SMET


EXTERIOR FINISH LEGEND
BUILDING ELEVATION - WEST
BUILDING ELEVATION - SOUTH
BUILDING ELEVATION - NORTH
BUILDING ELEVATION - EAST
SMET
MASSMAN CORPORATE INC.
ELEVATION - EXTERIOR
A2.0

Development Site Information Summary:

Address:	TBD
Parcel IDs:	WD-D0076
Acres:	5.33
Anticipates Sale Value:	$213,200 ($40,000 per acre)
Purpose Use:	Office/ manufacturing/warehouse
Future Land Use:	Business Park
Zoning:	Business Park 2 (BP-2)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	$0
Potential New Building Value (full):	$3,060,000 (rounded) - $3,059,000 Actual
Office	*$1,181,500 (8,792sq ft x $125 per square foot)*
Storage/Warehouse:	*$1,985,665 (36,103+660 sq ft x $55 per square foot)*
~~Guaranteed Annual Tax Payment:~~	~~$47,000 (rounded)~~
	~~*$3,060,000 x 0.015348387 (2023 mill rate)*~~

Note: Guaranteed annual tax payments are included in upfront cash grants to ensure the city has enough annual revenue to cover annual borrowing costs.

Potential City Incentives:

Approximately $588,200 in PAYGO agreements ~~$460,000 in a cash~~ and/or land grant or approximately ~~15.08%~~ 15.95% in equivalent cash grant funding of the estimated assessed values. The percentage is slightly higher than in the recent past; however the construction pricing inflation and elevated interest rates continue to challenge the expected market rate of return for the developer. Additionally, the site was originally planned for a rail user; however, after further analysis, the site would require too much additional fill to add a rail spur and therefore the highest and best use of the site is the proposed manufacturing use.

Developer Obligations- (Smet Properties, LLC):

1. **Proposed Development:** The developer shall construct a minimum 45,555-square-foot office and manufacturing facility.

2. **Timelines:**
   a. Secure site plan approvals by May 1, 2024.
   b. Commence construction by June 1, 2024.
   c. Complete construction by December 31, 2024.
   d. Final assessed value by January 1, 2025.

3. **Assessed Value ~~and Tax Revenue~~:** The Developer guarantees a minimum building value of $3,060,000. The City and/or State of Wisconsin shall assess the development project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The total project grants are premised upon the completed development project having an equated assessed value equal to the guaranteed value for real property tax purposes of not less than $3,060,000.

City Obligations (City of De Pere):

1. **Site Assembly Grant.** The City shall provide the Developer with a Site Assembly Grant of $213,200 at the close of the purchase of the subject property.

2. **Development Incentive:** 80% of the annual increment generated up until a cumulative total of $375,000:
   City would pay a Developer's incentive structured 80% of the Assessed Increment Revenue attributable to the Project, commencing with taxes assessed for 2025, payable in 2026 and continuing until a cumulative total incentive value of three hundred and seventy-five thousand dollars and no cents ($375,000.00) is reached or until the expiration of TID #11, which is anticipated to expire on September 1, 2035, whichever occurs first. Should the cumulative total of the Development Incentive not reach the $375,000 threshold, then the City would not be responsible for the remaining balance since the Developer did not incur the necessary tax expense due to decreasing mill rates impacting the operating expenses.

   EXAMPLE: The first year anticipated Assessed Increment Revenue was expected to be approximately: $46,966 based on the assumptions during the initial term sheet discussion.

Total Assessed Value:	$3,060,000
Based Assessed Value:	$0
Total Increment Value:	$3,060,000
Total Taxes/Increment Revenue Paid:	$46,966 ($3,060,000 x 0.015348387 (2023 mill rate))
Total Initial Developer Incentive:	$37,573

   Based on the aforementioned example the total comparable incentive to a cash grant example increased from 15.01% to approximately 15.95%.

3. ~~**Developer Project Cost Reimbursement Grant.** The City shall provide developer with a Project Cost Reimbursement Grant ("project grant") of $246,800 to reimburse project costs incurred by the Developer. Such project grant shall be payable after the Certificate of Occupancy is issued and the entire site plan has been completed and the Development Services Director has reviewed and verified final project costs, which such review may not be unreasonably withheld or delayed. However, at no point shall the project grant be issued prior to September 1st of the subject year unless the Developer notifies the City by October 1st of the preceding year that they expect to complete the project between January 1st and August 31st of the subject year.~~

Recommendation:
Staff recommends approval of the term sheet and if the Finance and Personnel Committee approves the proposed terms, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting.



DE PERE

WD-D0076 Location Map

City of De Pere

0 0.05 0.1 0.2 0.3 0.4 Miles

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Data Source

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #24-31 Authorizing Development Agreement Regarding Building Construction Between the City of De Pere and GMS, Inc. (Parcel Nos. WD-L176-1 & WD-1138; Builders Court).**

On February 13, 2024, by a vote of 5-0, the Finance and Personnel Committee approved purchase agreement terms for the sale of a portion of parcel WD-1138 with GMS, Inc. The attached purchase agreement has been negotiated between the City and Developer.

ATTACHMENTS:

- Reso24-31 (PDF)
- Development Agreement - Initial City Draft - Badgerland 03.12.24 CLEAN (PDF)
- Sketch WD-1138_revised (PDF)
- Badgerland Supply Term Sheet Memo Updated 02132024 (PDF)
- Sale Map - Air Photo (JPG)
- Badgerland Supply Conceptual Site Plan (PDF)
- Badgerland Supply Building Elevations (PDF)

RESOLUTION #24-31

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING BUILDING CONSTRUCTION
BETWEEN THE CITY OF DE PERE AND GMS, INC.
(Parcel Nos. WD-L176-1 & WD-1138; Builders Court)

WHEREAS, GMS, Inc. ("Developer") wishes to enter into an agreement for constructing a one-story manufacturing building adjacent to Builders Court located in Tax Incremental District No. 12 (TID #12) for business expansion space of not less than 16,000 square feet for its business operations; and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such as site assembly reimbursement grant incentives, when made pursuant to a signed development agreement, for the benefit of industrial and other development and redevelopment within its TID Districts; and

WHEREAS, the intended development is consistent with the Amended Boundary and Project Plan for TID #12 and will be beneficial to the City; and

WHEREAS, Developer's ability to commence construction of the Development Project is contingent upon the City's commitment to use tax increments from TID #12 to provide financial assistance for portions of such improvements, pursuant to the terms set forth in the attached Development Agreement Regarding Building Construction Between the City of De Pere and GMS, Inc.; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Development Agreement Regarding Building Construction Between the City of De Pere and GMS, 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, 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 19th day of March, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 02/13/2024

DEVELOPMENT AGREEMENT REGARDING BUILDING CONSTRUCTION BETWEEN THE CITY OF DE PERE AND GMS, INC.
(**Parcel Numbers WD-L176-1 & WD-1138 – Builders Court)**

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and GMS, Inc. ("Developer").

RECITATIONS

WHEREAS, Wis. Stats. §66.1105, provides the authority and establishes procedures by which the City of De Pere may create Tax Increment Financing Districts ("TID") and support development projects within blighted areas of the City through the use of tax incremental financing; and

WHEREAS, in 2015, the City created Tax Incremental District No. 12, as and for the benefit of mixed use development within the District as described in the subsequent Amended Boundary and Project Plans for TID #12 adopted in 2021; and

WHEREAS, Developer is in need of purchasing property to attach to existing property to construct a building of a minimum of 16,000 square feet; and

(OPTIONAL ADDITION) - WHEREAS, the City intends to amend the Boundaries and Project Plan for TID No. 12 to include the development and initiate the TID amendment process pursuant to Wis. Stat. §66.1105 et. seq, which is subject to Joint Review Board approval; and

WHEREAS, the development described above and more fully in this Agreement will promote the revitalization and economic stability of TID #12 and the City as a whole; and

WHEREAS, Developer's ability to construct and use or occupy the new building would not be viable and this development would not occur in the City but for the City's commitment to

reimburse Developer for significant site acquisition and development expenses associated with site assembly; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly reimbursement grant incentives, project costs, and other cash grants when made pursuant to a signed development agreement; and

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the property (as defined below) in and for the benefit of TID #12 to facilitate development and redevelopment within the district and to provide financing for portions of such improvements and redevelopment; and

WHEREAS, the City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project to serve the Project; and

WHEREAS, as a result, the City wishes to promote this development and provide the required financial assistance to Developer; and

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

A. "Total Assessed Value" means the anticipated initial value placed upon the Building Development as determined pursuant to Wisconsin Statutes, Chapter 70. The projected full Assessed Value for the Building Development is Two Million Five Hundred Four Thousand Nine Hundred Dollars and no/00 Cents ($2,504,900.00).

B. "Assessed Increment Value" means the total assessed increment value placed upon the Building Development by the State of Wisconsin under Wis. Stats. §70.995. If the Assessed Increment Value of the Building Development as of January 1, 2025, and through the term of this Agreement is less than Eight Hundred Thousand Dollars and no/00 Cents ($800,000.00) more than the Base Assessed Value, the Deficit Payment (defined below) provisions of Paragraph III.F.3 shall apply.

C. "**Base Assessed Value"** means the total 2023 Assessed Value of the tax parcels comprising the Building Development in the amount of One Million Seven Hundred and Four Thousand Nine Hundred Dollars and no/00 Cents ($1,704,900.00).

D. "**Building Development"** means the Subject Property together with the Project improvements contemplated by the Parties and as approved by the City Development Services Department and/or Plan Commission. (Also referenced in Exhibit A herein).

E. "**Certificate of Occupancy"** means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.

F. "City" means the City of De Pere.

G. "Deficit Payment" means payment of the difference between the taxes paid on the

Assessed Increment Value of the Building Development and those taxes that would have been paid on the Guaranteed Value of the Building Development, as defined in and calculated under Paragraph III.F.1. or means the payment of the difference between the taxes paid on the guaranteed increment revenue of the project and those that were paid based On the annual tax bill as defined in and calculated under Paragraph III.F.3.

H. "Developer" means GMS, Inc.

I. "District and/or TID #12" means City of De Pere Tax Incremental District No. 12 as amended, which is statutorily scheduled to close as of September 1, 2035.

J. "Force Majeure" means a delay in achieving Substantial Development as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, or other forces majeure. Force Majeure shall not work to extend the implementation of the Property Valuation Warranties under Paragraph III.F.

K. "Guaranteed Value" means Two Million Five Hundred Four Thousand Nine Hundred Dollars and no/00 Cents ($2,504,900.00).

L. Minimum Annual Property Tax Payment means the minimum yearly total real and personal property tax payment owing on the Building Development commencing with the 2025 tax year (payable in 2026) based on the Total Assessed Value multiplied by the current mill rate. The Minimum Annual Property Tax Payment under this Agreement is Thirty-Eight Thousand Four Hundred Dollars and no/00 Cents ($38,400.00).

M. "Project" means the construction of a building on current Parcel WD-1138 of not less than 16,000 square feet with zoning code appropriate façade materials. The building as

constructed hereunder, together with the Subject Property, comprises the Building Development.

N. "Project Grant" means the Project Reimbursement Grant provided to Developer as set forth in Paragraph IV.A.

O. "Project Incentives" means the Developer Site Assembly Grant and the Project Cost Reimbursement Grant provided to Developer as set forth in Section IV.

P. "Subject Property" means Parcel Numbers WD-L176-1 and part of WD-1138.

Q. "Substantial Completion" means that a Certificate of Occupancy for the Project has been issued by the City Building Inspection Department and confirmation from the Zoning Administrator that the entire approved site has been complete including, but not limited, to light plan, lighting plan, landscape plan, which shall be no later than December 31, 2024.

R. "Term of the Agreement" means through the end of TID #12.

II. PURCHASE OF REAL ESTATE

A. The Subject Parcel. Developer agrees to purchase, and City agrees to sell, the 0.96 acre parcel of real estate legally described as:

Part of WD-1138

Part of Lot 3, Certified Survey Map Number 9151, Document Number 2891153, located in part of Lot 4, Southbridge Business Park, Volume 21 of Plats, Page 152, Document Number 1775029, all located in part of Lots 110 and 115, William's Grant Subdivision and part of Government Lot 1, Section 6,

Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the closing corner between Section 5 and said Section 6, Township 22 North, Range 20 East and said William's Grant Subdivision; thence N00°28'00"E, 294.40 feet on the east line of said Government Lot 1; thence N89°32'16"W, 72.75 feet to the northeast corner of said Lot 3 also being a point on the south right of way of Builders Court also being the POINT OF BEGINNING; thence S05°54'55"E, 415.46 feet on the east line of said Lot 3 to the eastern most point of said Lot 3; thence S52°55'34"W, 112.18 feet on a southeast line of said Lot 3 to a line that is 96.00 feet west of and parallel to said east line; thence N05°54'55"W, 420.37 feet on said parallel line; thence N33°38'57"E, 90.44 feet to said south right of way; thence 42.39 feet on the arc of a 75.00 foot radius curve to the left, having a long chord which bears S72°32'29"E, 41.82 feet on said south right of way to the Point of Beginning.

Said parcel contains 41,853 Square Feet (0.961 Acres) of land more or less.

Said parcel is to be attached to and made a part of adjacent Tax Parcel WD-L176-1.

such property being shown as on the attached Exhibit A and identified in this Agreement as the Subject Property.

B. Purchase Price. The purchase price for the Subject Property shall be the amount of Thirty-Eight Thousand Four Hundred Dollars and no/00 Cents (0.96 acres multiplied by $40,000.00 per acre equals $38,400.00) in consideration of City providing Developer with a Site Assembly Cost Reimbursement Grant at closing as described further in Section

IV.A.1. of this Agreement. The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Property. Developer shall coordinate the location of necessary laterals with the City Engineering Division for connection to any such municipal improvements.

C. Closing Procedure. Closing shall take place at the City Attorney's Office, De Pere City Hall, 2nd Floor, or electronically, on or before May 31, 2024, unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Property, each of which must be satisfied or waived in writing by Developer at or prior to closing:

1. **Evidence of Title/Title Defects.** City shall, at its own expense, provide title insurance for the Subject Property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be as provided in Section II.C.3. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the

extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

2. **Closing Costs.** City shall pay all closing costs usually and customarily paid by sellers of property in Wisconsin, including the cost of the title insurance as provided herein and any transfer taxes due.

3. **Conveyance of Title.** City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

   a. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.

   b. Easements of record, provided the same do not restrict or interfere with the intended use of the property.

   c. Obligations contained in this Agreement.

D. Access Prior to Closing. City shall permit Developer to access the Subject Property prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to and shall hold City, its officials, officers, employees, agents, and assigns harmless for any and all injury to Developer, its respective agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The

hold harmless provision of this paragraph is intended to include all costs of defense, including but not limited to reasonable attorney fees.

F. Environmental Representations. City made a good faith inquiry into the environmental condition of the Subject Property upon its purchase and has procured a Phase I Environmental Assessment, which assessment has been forwarded to Developer for review. City makes the following representations based on City's present knowledge after such reasonable inquiry as to the condition of the Subject Property:

1. Pending Environmental Law Litigation. City has not violated, is not violating, and has not been threatened with or received notice or charge asserting any violation of the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980 ("CERCLA"), the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including the rules and regulations thereon regulating or otherwise affecting the environment ("Environmental Laws") as the same may have been amended prior to the date thereof. The City has no reason to believe that any asbestos, urea-formaldehyde, or polychlorinated biphenyl is present at or under the Subject Property.

2. Disposal of Substances. City has not disposed of any substances in any manner on the Subject Property which may form the basis for any present or future claim based upon current environmental laws of any demand or

action seeking cleanup of any site, location or body of water, surface or subsurface, under any environmental laws which may subject City, Developer or the Subject Property to claim for damages.

3. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the Subject Property. City has not used the Subject Property as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact the value of the Subject Property nor does City have any present knowledge that any third party has so used the Subject Property.

4. Above or Underground Storage Tanks. No above or underground storage tanks containing either a "regulated substance" (as defined in 40 CFR, Section 280.12), or "hazardous waste" (as defined under RCRA) have been installed in the Subject Property by City or its agents or employees. City does not believe that any such tanks existed on or under the Subject Property at any time in the past. City has no present knowledge of any "hazardous substances" (as defined under CERCLA) or "hazardous waste" (as defined under RCRA), or "petroleum based substances" (as defined in 40 CFR, Section 280.12) being spilled, leaked, discarded, or otherwise deposited on the Subject Property. City has no present knowledge that such spill, leak, discharge, or deposit occurred prior to City's ownership or use of the Subject Property. City has no reason to believe that any of the property is contaminated by "regulated substances" (as defined in 40 CFR,

Section 280.12) or has "hazardous waste" (as defined in RCRA) originated from off-site sources of such substances.

F. Flood plain. The Subject Property is not currently identified as flood plain under Chapter 16 De Pere Municipal Code.

G. Extent of Representations. Other than the matters disclosed in the Phase I Environmental Assessment and the representations of this Section, City makes no representations in regard to the condition of the Subject Property.

H. Provisions to Survive Closing. The representation provisions of this Section shall survive the closing of this transaction.

III. DEVELOPER'S OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. TID #12 Amendment. Developer's obligations under this Agreement shall be contingent on the approval of the TID #12 Amendment adding the Subject Property to TID #12.

B. Plan Commission Project Site Plan Approval. Developer shall take all steps necessary to obtain City Development Services Department and/or Plan Commission approval of the Project to enable construction to commence and proceed so as to obtain Substantial Completion of the Project on or before January 1, 2025. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Development Services Department and/or Plan Commission (expected by May 1, 2024 – Exhibit A) and shall be constructed in compliance with all federal, state and local codes together with all conditions and requirements of the Plan Commission. Developer's obligations under this Agreement shall be contingent on Development Services Department and/or Plan Commission Approval and all other required City and State

approvals.

C. Commencement of Construction and Substantial Completion. Developer shall commence construction of the Project no later than June 1, 2024, so that it is Substantially Completed consistent with the Project Completion requirements of Section III.D.

D. Substantial Completion. The Project shall be Substantially Completed no later than December 31, 2024, and subject to full Assessed Value as of January 1, 2025.

E. Failure to Commence Construction or Substantially Complete.

1. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of this Agreement, City may notify Developer of such failure.

2. Repurchase of Subject Parcel or Return of Site Assembly Grant. If after thirty (30) days of mailing of such notice Developer has not cured the default, City may, in its sole discretion, either repurchase the property or require that the Site Assembly Grant to Developer be returned to City as follows:

    a. If the City determines to repurchase the Subject Property, it is entitled to do so for the price paid for the Property along with pursuing recovery or remedies at law or equity, including recovery of the Site Assembly Grant paid to Developer and real property taxes due for the period the Property was owned by Developer and liens or judgments of record attributable to Developer. Developer shall, in addition, pay all usual and customary closing costs of a

seller of property in Wisconsin. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Subject Property.

b. If the City repurchases the Subject Property, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the Subject Parcel as a result or consequence of Developer's ownership or construction efforts thereon.

c. If the City determines to not repurchase the Subject Property, Developer, on behalf of its successors and assigns agrees to and shall repay City the Site Assembly Grant paid to Developer, plus interest thereon at the statutory rate from the date the Site Assembly Grant was made to the date repaid. Should Developer fail to do so within 60 days of City's demand therefore, Developer agrees that City may obtain a Judgment against it for the amount of Site Assembly Grant advanced plus said interest.

d. Upon either the repurchase of the Subject Property by City or the repayment of the Site Assembly Grant, plus said interest, this Agreement shall terminate and the Parties shall have no further obligations to each other except such obligations that expressly survive termination of this Agreement.

3. Force Majeure. If Developer is delayed from achieving Substantial Completion as required in this Agreement, and as referred to in this Section, due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or another force majeure event, the rescission and repurchase or return of Site Assembly Grant provisions of this sub-paragraph shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates applicable to the Minimum Assessed Value under Section III.F.1 or the Minimum Annual Property Tax Payment under Section III.F.2.

F. Project/Subject Property/Building Development Value Warranties.

1. Guaranteed Value. Developer warrants the Guaranteed Value of the Building Development as of January 1, 2025, shall be not less than Two million Five Hundred Four Thousand Nine Hundred Dollars and no/00 Cents ($2,504,900.00). This January 1, 2025, date for the Building Development to have an Assessed Value not less than the Guaranteed Value is not subject to Force Majeure. To that end, Developer, for itself and its successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Building Development, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or

newly created right in the future under Wisconsin or Federal laws, and/or the assessed value of the Building Development below the Guaranteed Value for the duration of TID #12. If the Assessed Value of the Building Development is less than the Guaranteed Value, Developer, on behalf of itself and its successors and/or assigns, agrees that the Deficit Payment provisions of Paragraph III.F.4 ("Deficit Payment Calculation") shall apply.

2. Minimum Annual Property Tax Payment. Developer, for itself and its successors and assigns, obligates itself to pay the Minimum Annual Property Tax Payment of not less than Thirty Eight Thousand Four Hundred Dollars and no/00 Cents ($38,400.00) in tax on the real property comprising the Building Development, commencing with the 2025 tax year (payable in 2026.)

3. Property to Remain Taxable. For the duration of TID #12, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that they shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project or Building Development to an entity whereby such sale or lease would cause such portion of the Project or Building Development to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project or the Building Development

during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or the Building Development or any portion thereof to become tax exempt. Should the Project or Building Development nevertheless become tax exempt, Developer, for itself and its successors and/or assigns, hereby agrees that a Deficit Payment shall then be made by the owners or Developer of the Building Development in accordance with the process set out in Paragraph III.F.4 ("Deficit Payment Calculation").

4. Deficit Payment Calculation. Calculations of any Deficit Payment required under this Agreement shall be as follows:

a. If Assessed Value falls below the Guaranteed Value:

The Assessed Value of the Building Development shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mill rate for all taxing jurisdictions established for each tax year for the west side of De Pere, the product of which shall be the total Deficit Payment, due and payable on or before August 31 of the year due.

If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

b. If Annual Revenue Value falls below the Guaranteed Revenue

Value: Should Developer's Annual Property Tax Payment for any tax year on and after January 1, 2025, not meet the $38,400 Minimum Annual Property Tax Payment, Developer, and its successors and assigns, shall make a Deficit Payment to the City equal to the difference between $38,400 and the Annual Property Tax Payment for each year the Minimum Annual Property Tax Payment is not met. The Deficit Payment shall be due and payable in full on or before July 31 of each year due (commencing with tax year 2025 and payable in 2026).

G. Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

1. it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; and
2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of

organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and

4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and
5. it will expeditiously complete the development and construction of the Building Development in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Building Development; and
6. it grants to City a non-exclusive, irrevocable, and royalty-free license to hold and/or use the Final Plans regarding the Building Development as a template for any future City development purpose; and
7. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City; and
8. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in

good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require; and

9. it will take all reasonable steps to forestall claims of lien against the Subject Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Property; and

10. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Subject Property in at least the amount of the full replacement, completed value of the improvements on the Subject Property; and

11. it will pay and discharge all taxes, assessments and other governmental charges upon the Subject Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Property; and

12. it will promptly furnish to the City written notice of any litigation or threatened litigation affecting the Property or in which a Judgment would

reasonably be expected to have a material adverse effect on Developer's financial condition; and

13. it shall deliver to the City revised statements of estimated costs of the construction for Building Development showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and

14. it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and

15. no litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer are pending or threatened, and no other event has occurred, which is reasonably expected to have, individually or collectively, a material adverse effect on Developer's financial condition; and

16. there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Subject Property; and

17. the person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this

Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and

18. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

H. Landscaping. Developer shall be responsible for landscaping on the Subject Property, including trees, shrubs, seeding, or sod related to the improvements.

I. Utilities. Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Building Development.

J. Laterals. Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Property, as well as connections of such laterals to new or existing sewer and water mains.

K. Storm water. Developer shall install, or have installed, all storm water drainage systems and facilities on the Subject Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

L. Erosion. Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.

M. Costs. Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

IV. CITY OBLIGATIONS

A. Project Incentive.

1. **Developer Site Assembly Grant.** City shall provide Developer at Closing with a Site Assembly Grant of Thirty-Eight Thousand Four Hundred Dollars and no/00 Cents ($38,400.00) to reimburse Developer the extra-ordinary costs associated with site assembly and other construction costs involved in the Project.
2. **Developer Project Cost Reimbursement Grant.** City shall provide Developer with a Project Reimbursement Grant of Forty Thousand Dollars and no/00 Cents ($40,000.00) to reimburse Developer the extra-ordinary costs associated with project and construction costs involved in the Project. Such Project Reimbursement Grant will be paid to Developer not less than twenty (20) or more than thirty (30) days after the Substantial Completion has been issued for the Project and the Development Services Director has reviewed and verified final construction costs and confirmed all the improvements included with the site plan and Section III (F-M) have been completed and/or are in good standing, which such review shall not be unreasonably withheld or delayed. However, at no point shall the Project Grant be issued prior to September 1st of the subject year unless the Developer notifies the City by October 1st of the preceding year that they expect to complete the Project between January 1st and August 31st of the subject year.
3. **AMENDMENT TO TID 12.** Subject to the Joint Review Board's discretion and

approval consistent with Wisconsin Statute §66.1105 et. seq. by no later than September 30, 2024, City is to amend TID 12 to include the Subject Parcel as whole parcels to be within the TID.

B. Cooperation. The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

V. DEFAULT PROVISIONS

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to Force Majeure, if a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement and the other party with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If there is no cure of that breach, any party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or, subject to Force Majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to another party, nothing in this Agreement shall prevent one party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS

A. Obligations to Run with the Land. The obligations contained herein shall run with the land and are binding for the Term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the Brown County Register of Deeds.

B. Assignment. No party may assign this agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council.

C. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:

1. If to Developer:
   GMS, Inc.
   520 W. South Park Avenue
   Oshkosh, WI 54902

   With a copy to:

2. If to City:
   City of De Pere
   Attn: City Clerk
   335 South Broadway Street
   De Pere, WI 54115

With a copy to:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

D. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

E. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

F. Contractual Interpretation. All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

G. Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

H. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

I. Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

J. Headings. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

K. No Waiver; Remedies. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

L. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

M. No Joint Venture. The City is not a partner, agent or joint venturer of or with Developer.

N. Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

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

P. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

CITY OF DE PERE
By:

_____ _____
James G. Boyd Mayor Carey E. Danen. City Clerk

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 202_, by James G. Boyd, Mayor and Carey E. Danen, City Clerk.

_____

Notary Public, State of Wisconsin
My commission expires on _____

GMS, Inc.
By:

_____ _____
Print Name: _____ Print Name:_____
Title: _____ Title: _____

State of Wisconsin)
: SS
_____County)

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____and _____ of GMS, Inc.

_____

Notary Public, State of Wisconsin
My commission expires on _____.

EXHIBIT A

SUBJECT PROPERTY AND MAP

Parcel Number: #WD-L176-1
#WD-1138 (0.96 Acres)

Address: 1414 Builders Court, De Pere, Wisconsin
Builders Court, De Pere, Wisconsin

Legal Description: Part of WD-1138

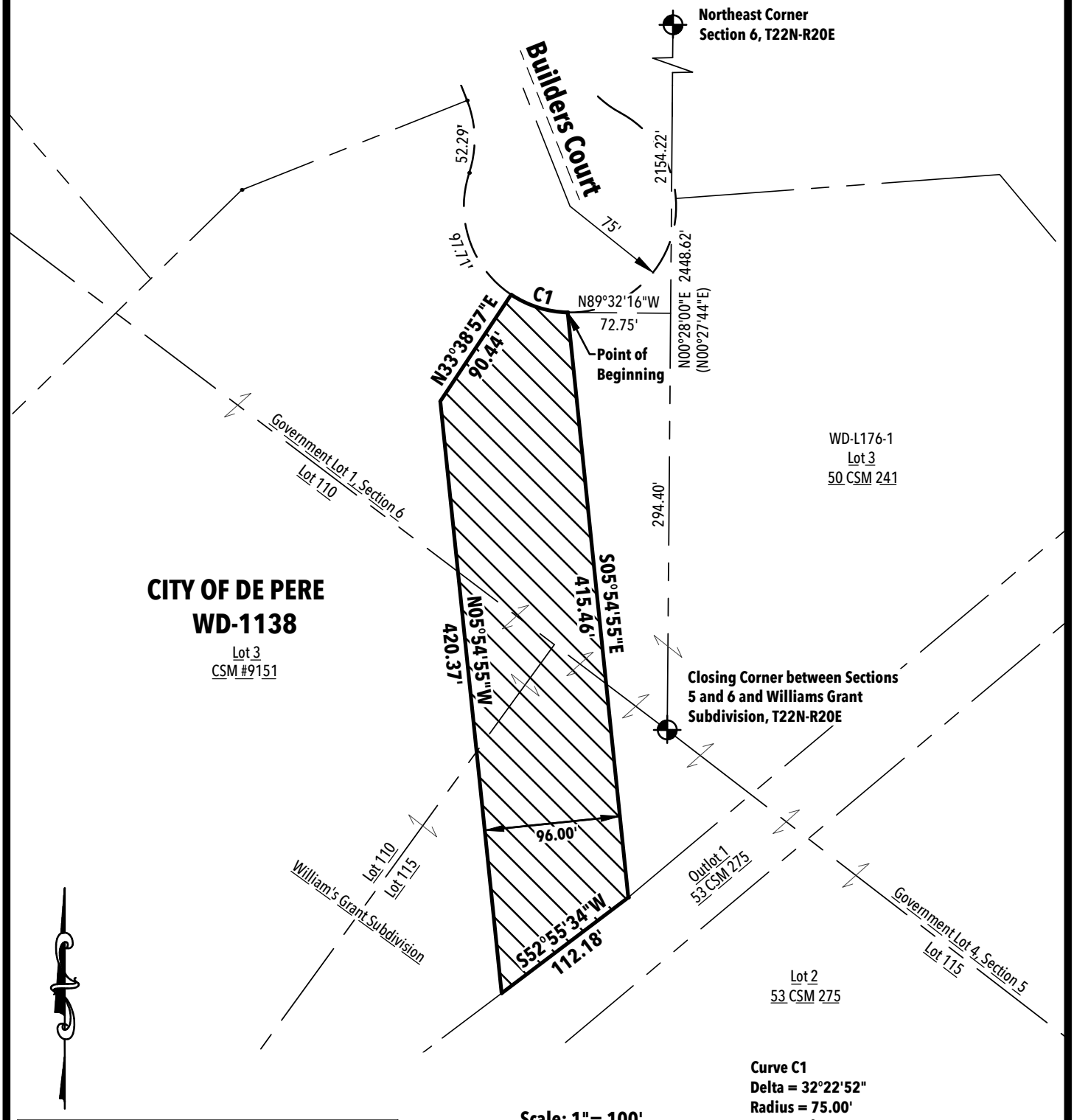
Part of Lot 3, Certified Survey Map Number 9151, Document Number 2891153, located in part of Lot 4, Southbridge Business Park, Volume 21 of Plats, Page 152, Document Number 1775029, all located in part of Lots 110 and 115, William's Grant Subdivision and part of Government Lot 1, Section 6, Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the closing corner between Section 5 and said Section 6, Township 22 North, Range 20 East and said William's Grant Subdivision; thence N00°28'00"E, 294.40 feet on the east line of said Government Lot 1; thence N89°32'16"W, 72.75 feet to the northeast corner of said Lot 3 also being a point on the south right of way of Builders Court also being the POINT OF BEGINNING; thence S05°54'55"E, 415.46 feet on the east line of said Lot 3 to the eastern most point of said Lot 3; thence S52°55'34"W, 112.18 feet on a southeast line of said Lot 3 to a line that is 96.00 feet west of and parallel to said east line; thence N05°54'55"W, 420.37 feet on said parallel line; thence N33°38'57"E, 90.44 feet to said south right of way; thence 42.39 feet on the arc of a 75.00 foot radius curve to the left, having a long chord which bears S72°32'29"E, 41.82 feet on said south right of way to the Point of Beginning.

Said parcel contains 41,853 Square Feet (0.961 Acres) of land more or less.

Said parcel is to be attached to and made a part of adjacent Tax Parcel WD-L176-1

EXHIBIT 'A'



Legend

Area to be attached to and made a part of Tax Parcel WD-L176-1 = 41,853 Sq. Ft.

Scale: 1"= 100'

0' 50' 100' 200'

Curve C1
Delta = 32°22'52"
Radius = 75.00'
Arc Length = 42.39'
Chord Bearing = S72°32'29"E
Chord Length = 41.82'
Tangent Bearings = S56°21'03"E, S88°43'55"E

Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

DE PERE RUNS DEEPER

CITY OF DE PERE
Development Services Department
335 S. Broadway St.
De Pere, Wisconsin 54115

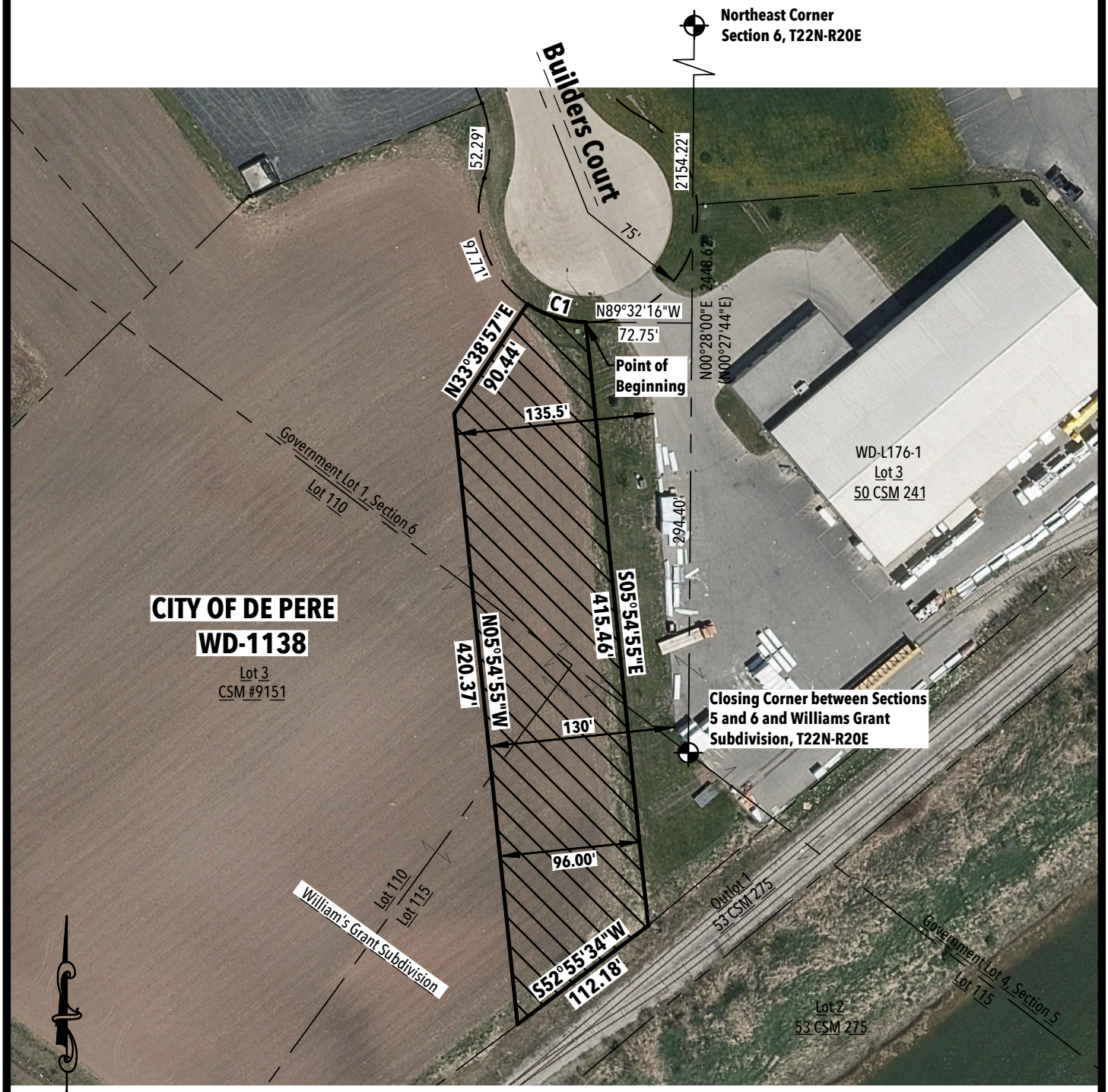
Office (920) 339-4053

Date: 9/06/2023

REL Job #:404486

Exhibit
Sheet 1 of 1

EXHIBIT 'A'



Legend

Area to be attached to and made a part of Tax Parcel WD-L176-1 = 41,853 Sq. Ft.

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DE PERE RUNS DEEPER

CITY OF DE PERE
Development Services Department
335 S. Broadway St.
De Pere, Wisconsin 54115

Office (920) 339-4053

Date: 9/06/2023

REL Job #:404486

Exhibit
Sheet 1 of 1

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: February 13, 2024

RE: **Consideration and possible action on a revised purchase/sale agreement terms with GMS, INC for approximately 42,000 square foot (0.96 acre) portion of Parcel WD-1138 for an expansion to Badgerland Supply located adjacent at 1414 BUILDERS CT.***

Badgerland Supply is part of the Gypsum Management & Supply Inc (GMS, Inc) family of companies that provide commercial and residential building supply needs for local contractors in North America. GMS, Inc. owns and operates over 400 locations across the country, with Badgerland Supply, located at 1414 Builders CT being the local subsidiary of the Green Bay Market. Badgerland Supply was part of the first wave of development in the southern portion of the West Business Park after the completion of American Blvd south of Red Maple Road. Badgerland expressed interest in acquiring approximately 1.5 acres of parcel WD-1138 to expand its footprint and store more materials in the interior of a new 80'x200' building. However, the City recently negotiated a purchase option for parcel WD-1138 with Infinity Machine. Staff worked with both Badgerland and Infinity Machine for a solution that would allow Badgerland Supply to expand on approximately a 0.96-acre part of parcel WD-1138 and Infinity Machine to retain a sale option for the remaining portion of parcel WD-1138 (approximately 8.02 acres).

Since the review of the initial term sheet last fall, the City determined that the proposed expansion would require the relocation of a shallow storm sewer and would be of significant cost and time to relocate the storm sewer. Therefore, staff presented GSM with the potential to relocate the building to a reduced setback to be presented to the Plan Commission in February. In exchange for the reduced setback, GMS would increase the design aesthetics/building materials to ensure the west-facing façade is visually appealing to the future user of the remaining part of parcel WD-1138 (Infinity Machine and Engineering). Therefore, the City and GMS propose a development incentive to account for the increased paving and building material costs.

GMS INC SITE INFORMATION SUMMARY (Badgerland Supply):

Address(es):	1414 Builders CT & 0 Builders Ct
Parcel IDs:	WD-1138 & WD-L176-1
TID(s):	TID No. 12 will be amended in 2024 to include the sale portion.
Acres:	0.96 Acres
Proposed Use:	Expanded storage
Future Land Use:	Business Park
Zoning:	Business Park 2 (BP-2)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	$0
Potential Addition Building Value (full):	$800,000 *(16,000 sq ft x $50 per square foot)*
Guaranteed Annual Revenue	$12,300 (rounded -$800,000 x 0.015348387 current mill rate)

Example Site Plan



SITE PLAN - PROPOSED
1 /C1.0 SCALE = 1" = 30'-0"

PROPOSED TERMS - General Information

Parties:	City of De Pere & Gypsum Management & Supply Inc
Proposed Use:	Warehouse
Anticipated New Increment Value:	$800,000
Anticipated Total Value:	$2,504,900
Newly Generated Annual Increment Revenue:	$12,300 (rounded -$800,000 x 0.015348387 current mill rate)
Total Generated Annual Increment Revenue:	$38,450 (rounded)
Property Sale Value	$38,400 (40,000 per acre x 0.96 acres)

Developer Obligations:

1. **Proposed Development:** The developer shall construct a minimum 16,0000-square foot single-story building.

2. **Timelines:**
   a. Secure site plan approvals by May 1, 2024.
   b. Commence construction by June 1, 2024.
   c. Complete Construction by December 31, 2024.
   d. Final assessed value by January 1, 2025.

3. **Assessed Value and Tax Revenue:** Developer guarantees a minimum annual tax increment revenue value of $12,300. The City and/or State of Wisconsin shall assess the development project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The Total Project Grant is premised upon the completed development project having an equated assessed value equal to the guaranteed value for real property tax purposes of not less than $800,000; however, in no case shall the total annual tax value be less than $38,450. The Developer will make a Payment In Lieu Of Tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue.

City Obligations:

1. **Prepare Quit Claim Deed (QCD).** The City shall prepare a QCD for the sale of the property (attached).

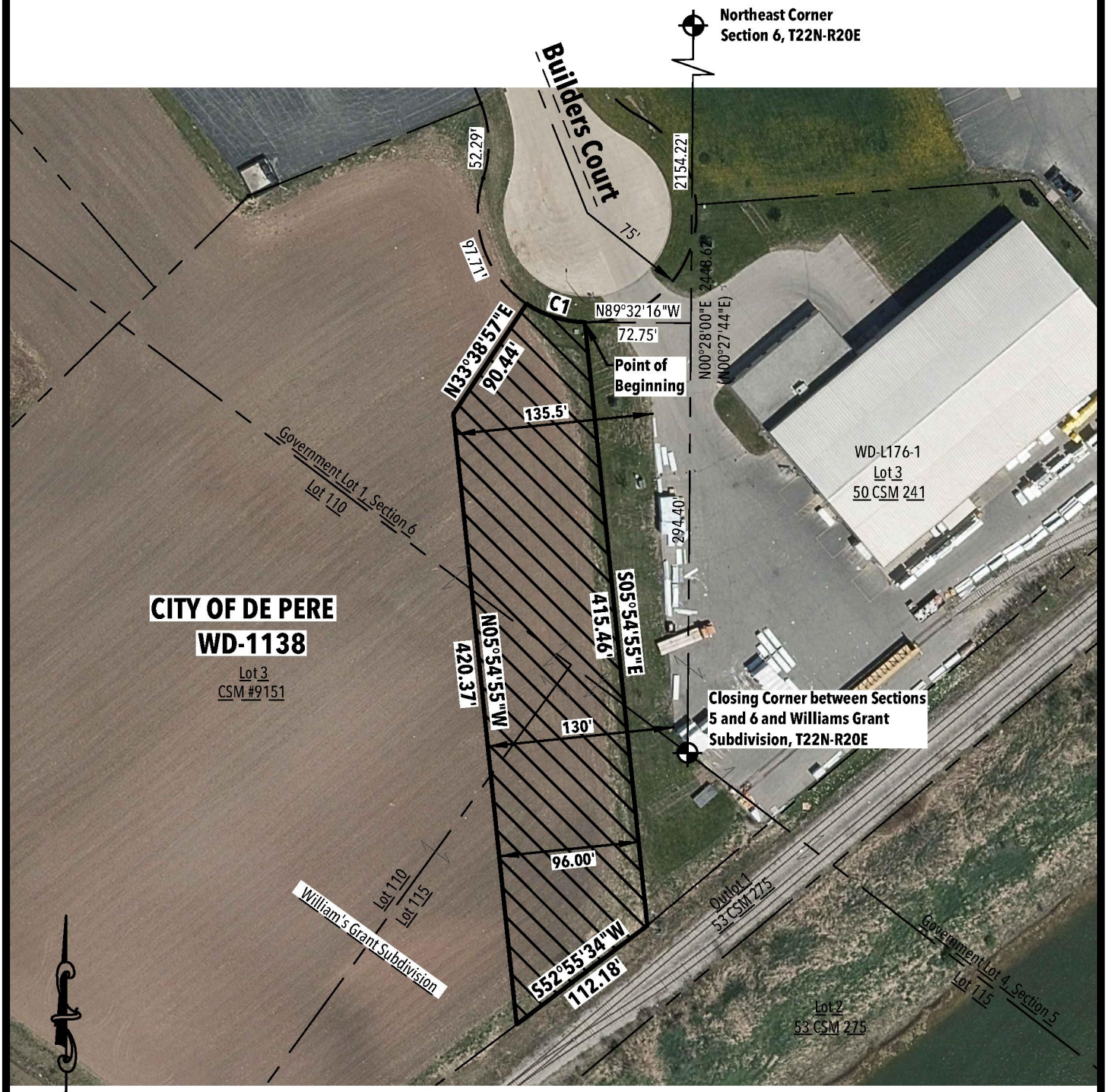
2. **TID No. 12 Amendment.** The City shall work with the Joint Review Board to amend TID No. 12 to include the subject parcel as whole parcels are required to be within the TID. The amendment is intended to be completed no later than September 30, 2024; however, approval of the TID amendment is subject to the Joint Review Board's discretion and a condition precedent required prior to the execution of a development agreement between the parties.

3. **Site Assembly Grant.** The City shall provide the Developer with a Site Assembly Grant of $38,400 at the close of the purchase of the subject property.

4. **Developer Project Cost Reimbursement Grant.** The City shall provide a $40,000 Project Cost Reimbursement Grant to reimburse Project Costs incurred by the Developer. Such project grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, which such review may not be unreasonably withheld or delayed. However, at no point shall the project grant be issued prior to September 1st of the subject year unless the Developer notifies the City by October 1st of the preceding year that they expect to complete the project between January 1st and August 31st of the subject year.

Recommendation:
Staff recommends approval of the term sheet and if the Finance and Personnel Committee approves the proposed terms, the City will draft a Sale and Development Agreement that will be reviewed by the Common Council at a future meeting.

EXHIBIT 'A'



Legend

Area to be attached to and made a part of Tax Parcel WD-L176-1 = 41,853 Sq. Ft.

Scale: 1"= 100'

0' 50' 100' 200'

Curve C1
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CITY OF DE PERE
Development Services Department
335 S. Broadway St.
De Pere, Wisconsin 54115

Office (920) 339-4053

Date: 9/06/2023

REL Job #:404486

Exhibit
Sheet 1 of 1



SITE PLAN - PROPOSED

1 /C1.0 SCALE = 1" = 30'-0"

SITE CALCULATIONS & INFORMATION

TOTAL LOT AREA =	____ SQ. FT. (APROX.)/ ____ ACRES
BUILDING AREA (EXISTING) =	____ SQ. FT.
BUILDING AREA (PROPOSED) =	____ SQ. FT.
ASPHALT AREA (EXISTING) =	____ SQ. FT.
ASPHALT AREA (PROPOSED) =	____ SQ. FT.
CONCRETE AREA (EXISTING) =	____ SQ. FT.
CONCRETE AREA (PROPOSED) =	____ SQ. FT.
SIDEWALK (LINEAR FT.)	____ FT.
GRAVEL AREA =	____ SQ. FT.
TOTAL IMPERVIOUS SURFACE =	____ SQ. FT.
GREENSPACE AREA =	____ SQ. FT. (APROX.)/ ____%
TOTAL PARKING STALL COUNT =	____ STALLS
ADA STALLS (REQUIRED, ____)	PROVIDED, ____

NORTH

BAYLAND

BAYLAND BUILDINGS
P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com
DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:

23-3299

CITY, WISCONSIN; COUNTY OF:

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

NOTICE OF COPYRIGHT
THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION AS AN "ARCHITECTURAL WORK" UNDER SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.O. AS AMENDED DECEMBER 1990 AND KNOWN AS ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990. THE PROTECTION INCLUDES BUT IS NOT LIMITED TO THE OVERALL FORM AS WELL AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND ELEMENTS OF THE DESIGN. UNDER SUCH PROTECTION, UNAUTHORIZED USE OF THESE PLANS, WORK OR BUILDING REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION OF CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 23-3299

PROJECT EXECUTIVE: TIM AMBROSIUS

DRAWN BY: AGS

DATE: 01/26/2024

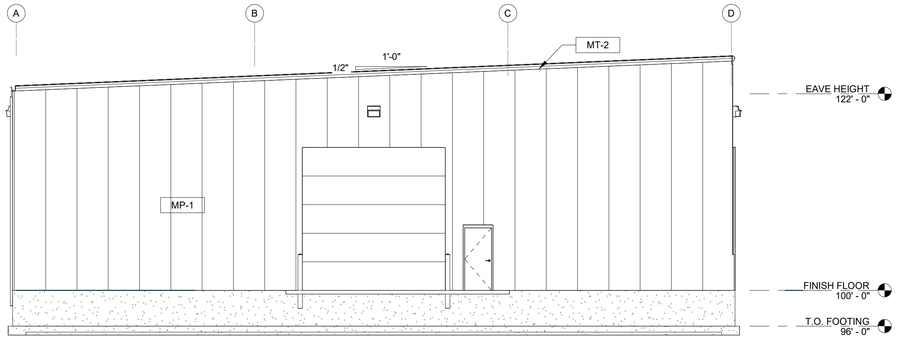
REVISIONS:

ISSUED FOR:	CHECKED BY:	DATE:
[ ] PRELIMINARY		
[X] BID SET		
[ ] DESIGN REVIEW		
[ ] CHECKSET		
[ ] CONSTRUCTION		

SITE PLAN

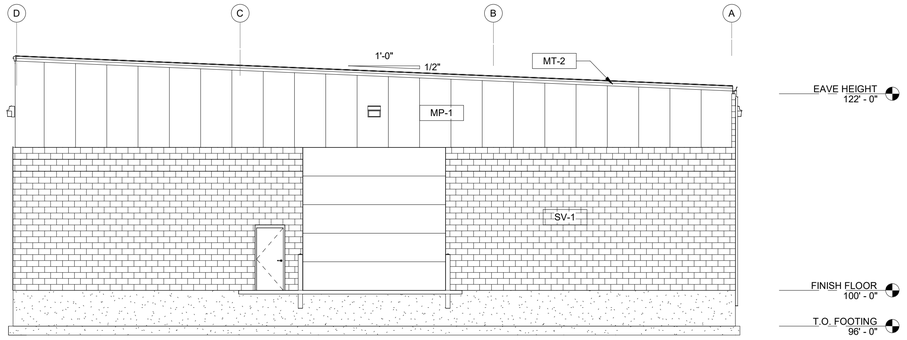
C1.0

1/31/2024 8:29:56 AM



BUILDING ELEVATION - SOUTH

4 /A2.0 SCALE = 1/8" = 1'-0"

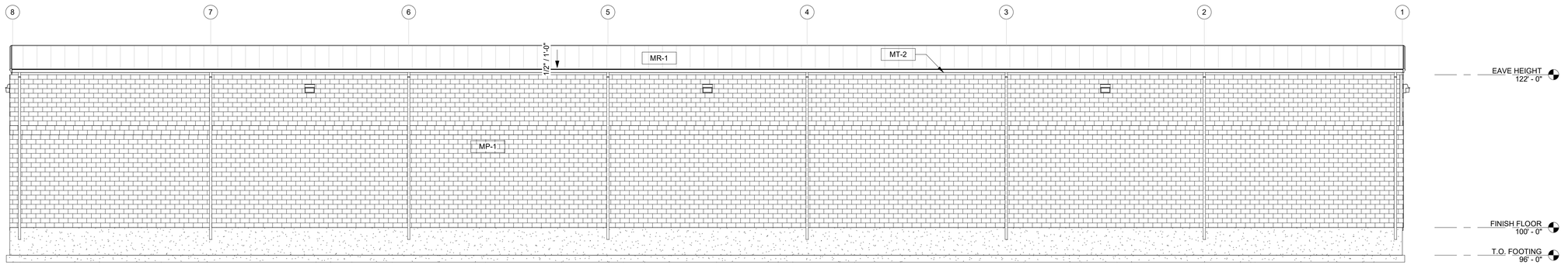


BUILDING ELEVATION - NORTH

3 /A2.0 SCALE = 1/8" = 1'-0"

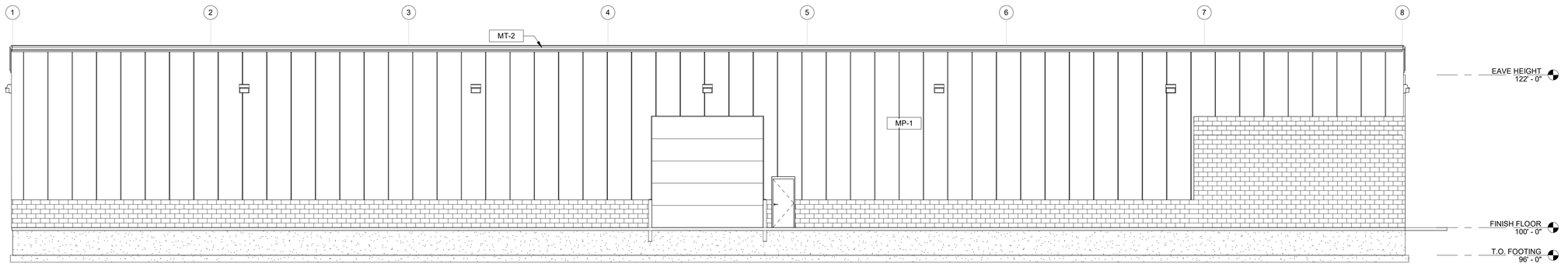
EXTERIOR FINISH LEGEND

MARK	DESCRIPTION
MT-2	LOCATION: RAKE, GUTTERS & TRIMS MATERIAL: VERIFY SUPPLIER: VERIFY COLOR: VERIFY COMMENTS:
SV-1	LOCATION: STONE VENEER MATERIAL: CMU SUPPLIER: VERIFY COLOR: VERIFY COMMENTS:
MP-1	LOCATION: WALL PANEL MATERIAL: 42" IMP SUPPLIER: VARCO PURDEN COLOR: TO MATCH EXISTING COMMENTS: DURABLE STUCCO FINISH w/ CONCEALED FASTENERS TO BE 2" THICK
MR-1	LOCATION: ROOF PANEL MATERIAL: 24GA SSR SUPPLIER: VERIFY COLOR: VERIFY COMMENTS:



BUILDING ELEVATION - WEST

1 /A2.0 SCALE = 1/8" = 1'-0"



BUILDING ELEVATION - EAST

2 /A2.0 SCALE = 1/8" = 1'-0"

BAYLAND

BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
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DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:

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JOB NUMBER: 23-3299

PROJECT EXECUTIVE: TIM AMBROSIUS

DRAWN BY: AGS

DATE: 02/07/2024

REVISIONS:

ISSUED FOR:	CHECKED BY:	DATE:
[ ] PRELIMINARY		
[X] BID SET		
[ ] DESIGN REVIEW		
[ ] CHECKSET		
[ ] CONSTRUCTION		

ELEVATION - EXTERIOR

A2.0

2/7/2024 11:38:11 AM

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Parks**
FROM:	**Marty Kosobucki**
SUBJECT:	**Update on Nelson Family Pavilion Construction Progress.**

This item is in response to Alderperson's Kundinger's request for a report on the construction progress of the Nelson Family Pavilion.

ATTACHMENTS:

- 2024-03-11 De Pere - Pavilion - Construction Update (PDF)

McMAHON
ENGINEERS ARCHITECTS

March 11, 2024

City of De Pere
Attn: Mr. Marty Kosobucki
925 S. Sixth St.
De Pere, WI 54115

Re: Nelson Family Pavilion
Construction Progress
McM. No. D0005-06-22-00146

As requested below is a high-level summary of construction progress and anticipated work over the next few weeks for the Nelson Family Pavilion at Voyageur Park.

Construction Progress

1. Bad soils removed and tested: December 2023
2. Geo Piers successfully installed: December 2023
3. Mobilization of equipment: January 2024
4. Foundations poured: January 2024
5. Exterior walls begun construction: February 2024
6. In-floor pipes installed for heating system: February 2024
7. Concrete floor slabs installed: February 2024
8. Exterior brick installation begun: February 2024

Upcoming Construction (2-3 weeks)

1. Exterior masonry completion: March 2024
2. Roof framing to begin: March 2024

If a more detailed summary is needed, please feel free to reach out for additional information.

Respectfully,
McMahon Associates, Inc.

Kevin J. Chevalier, Assoc. AIA
Associate / Sr. Project Manager

KJC:lam

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Appointment to the Green Bay Area Room Tax Commission by Mayor Boyd.**

ATTACHMENTS:

- Appointment Memo_Mar 2024 (PDF)

Memo City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointment to the Green Bay Area Room Tax Commission
Date: March 19, 2024 (meeting date)

I am submitting Finance Director/Treasurer Pamela Manley for appointment to the Green Bay Area Room Tax Commission at the March 19, 2024 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.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 19, 2024**
DEPARTMENT:	**Fire Department**
FROM:	**Alan Matzke**
SUBJECT:	**Consideration and Possible Action regarding EMS Service Contracts.**