Common Council

Regular Meeting

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

Agenda

Tuesday, March 15, 2022 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **March 15, 2022** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
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 1, 2022 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Presentation from Accurate Appraisal regarding 2022 Real Property Assessments.
6. Recommendation from the Sustainability Commission to approve operating 2022 Farmer's Market Sustainability Booth
7. Recommendation from the Board of Public Works on award of Contract 22-03 Sewer Lining to Visu-Sewer, Inc. in the amount of $672,327
8. Recommendation from the Board of Public Works on award of Contract 22-06 Concrete Street Repairs to Zenith Tech, Inc. in the amount of $369,637.42
9. Recommendation from the Board of Public Works on award of Contract 22-13 Crackfilling to Asphalt Seal & Repair, Inc. in the amount of $131,400
10. Recommendation from the Board of Public Works on award of Contract 22-14 Commerce Drive Utility and Street Extension to Peters Concrete Co. in the amount of $1,121,940.05
11. Recommendation from the Board of Public Works on award of Contract 22-20 American Boulevard and Commerce Drive Concrete Paving to Vinton Construction Company in the amount of $1,600,171.60

12. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for La Vie Carrie, LLC, (DBA La Vie) 421 George St., #101. Submitted by La Vie Carrie, LLC; Agent Carrie Cameron-McDonald, De Pere, WI.
13. Resolution #22-14 Recognizing No Mow May.
14. Resolution #22-15 Approving Right of Entry License Agreement Between the City of De Pere and Wisconsin Central Ltd.
15. Resolution #22-16 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).
16. Resolution #22-17 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2022 Construction Materials Testing).
17. Resolution #22-18 Authorizing Agreement for Contractor Services between the City of De Pere and Professional Service Industries, Inc (2022 Soil Borings).
18. Resolution #22-19 Authorizing Agreement for Consultant Services Between City of De Pere and Ruekert & Mielke, Inc. (2022 Box Culvert Inspection).
19. Resolution #22-20 Authorizing Sponsored Research Agreement for Consulting Services Between the City of De Pere and the Board of Regents for the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (Mystic Creek Subdivision Archeological Investigation).
20. Resolution #22-21 Approving Parks & Recreation Management Software-as-a-Service (SaaS) Agreement with RecDesk LLC.
21. Resolution #22-22 Approving Grant Agreement Modification to Division of Public Health DPH Contract No. 47645-5.
22. Resolution #22-23 Approving Facade Improvement Project and Authorizing Disbursement of Grant (820 George Street; Parcel ED-1048).
23. Resolution #22-24 Directing the Return of City Funding for COVID Relief Programs to the Revolving Loan Fund.
24. Resolution #22-25 Approving Lease Agreement with Wisconsin Document Imaging (Photocopier City Hall 1st Floor).
25. Resolution #22-26 Creating Fee Credit for Early Alcohol Beverage License Applications.
26. Voucher approval.
27. Future agenda items.
28. Discussion and Possible Action on Potential Intergovernmental Agreement for Services

    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.

29. 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
Jaceson Hauser, De Pere Chiropractic Holdings LLC
Carrie Cameron-McDonald, La Vie Carrie LLC

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the March 1, 2022 Common Council meeting.**

ATTACHMENTS:

- 3-1-22 Common Council Minutes_draft (PDF)

Common Council

Regular Meeting

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

Draft Minutes

Tuesday, March 1, 2022 **7:30 PM** **Council Chambers and Virtual**

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the February 16, 2022 Common Council meeting.

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

4. Public Hearing to consider (1) removal of the public parking restrictive covenant associated with City-owned property located on Front Street and S. Broadway Street south of George Street and (2) identify other interested parties.

A. Notice of Public Hearing.

City Clerk Carey Danen reported that the notice of public hearing was published in the Green Bay Press Times on February 4, February 11, and February 18, 2022.

B. Recommendation from the Plan Commission.

Assistant City Attorney Kristen Johnson explained that the Legal Department has been working to clear up title issues related to several parcels along Front and Broadway Streets. Parcel ED-794 was conveyed to the City in 1971 and contained some restrictive covenants, including a requirement that public parking be maintained on the site. She pointed out the two maps included in the agenda packet, noting that the first map was shared at the Plan Commission meeting but didn't identify the entire property. The second map is more complete and is the one referenced in the public hearing notice. Kristen reported that forty-seven nearby property owners were notified by mail of tonight's hearing; she has not received communication from anyone on this matter.

Development Services Director Dan Lindstrom reported that the Plan Commission heard this request at its January meeting. They voted unanimously to recommend that a public hearing be held, and to authorize staff to initiate court action for removal of the restrictive covenant. Staff heard from one individual, who asked what protections the City would have to ensure that public parking needs are being met. Dan explained that any private development would have to follow current zoning code requirements (unless there is a change in the zoning code, or a possible PDD is approved). He noted that the City and a future developer would need to hold discussions about replacing parking.
Mayor Boyd then declared the public hearing open. No one wished to speak, so he declared the hearing closed. Alderperson Raasch moved, seconded by Alderperson Ruh, to authorize the City Attorney's office to initiate action in circuit court to remove any existing impediments to clear title on the property.

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

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

   None.

6. Recommendation from the Board of Park Commissioners to Approve Amerilux as the Main Sponsor of the De Pere Beer Gardens.

RESULT:	**APPROVED [UNANIMOUS]**
SECONDER:	Mike Eserkaln, Amy Chandik Kundinger
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

7. Recommendation from the Board of Park Commissioners to Accept a $1,500 Donation from Immel Construction for sponsorship of the Beer Garden in August.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

8. Recommendation from the Board of Park Commissioners to Approve a $1,500 Donation from Graef for sponsorship of the De Pere Beer Gardens in July.

RESULT:	**ACCCEPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

9. Appointments to boards and commissions by Mayor Boyd.

   Alderperson Raasch requested that the Mayor provide a bit of background information on board and commission appointees; Mayor Boyd agreed to include this in any future appointment memos.

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

10. Voucher approval.

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

11. Future agenda items.

    None.

12. Update on Current and Potential Future Redevelopment Projects.

    Alderperson Raasch moved, seconded by Alderperson Ledvina to enter into closed session at 7:44 PM. Upon roll call vote, motion carried unanimously.
    Alderperson Ledvina moved, seconded by Alderperson Quigley to open the meeting at 8:35 PM. Upon roll call vote, motion carried unanimously.

13. Adjournment.

    Alderperson Kundinger moved, seconded by Alderperson Ledvina to adjourn the meeting at 8:36 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 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Presentation from Accurate Appraisal regarding 2022 Real Property Assessments.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Sustainability Commission**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Sustainability Commission to approve operating 2022 Farmer's Market Sustainability Booth**

The Sustainability Commission at the March 7, 2022 meeting approved operating a Sustainability booth at the Farmer's Market in 2022 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

This past summer the Sustainability Commission had set up a booth twice at the De Pere's Farmer's Market. The intent of the booth was to educate the community on the City's Sustainability Commission and sustainable initiatives being worked on. The intent of this discussion is to determine whether the Commission wants to pursue doing this again in 2022.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 22-03 Sewer Lining to Visu-Sewer, Inc. in the amount of $672,327**

The Board of Public Works at the March 7, 2022 meeting approved the award of Contract 22-03 Sewer Lining to Visu-Sewer, Inc. in the amount of $672,327 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0307 CI_BOPW_Award_22-03 (PDF)
- 2022 0217 CE_Project 22-03_Bid Tabulation (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 7, 2022

RE: **Consideration and possible action on award of Contract 22-03 Sewer Lining***

The Engineering Department received bids on Project 22-03 Sewer Lining on February 17, 2022. The project consists of pipe lining of deteriorated sewers at locations around the City. The bids received are as follows:

Contractor	Amount
Visu-Sewer, Inc.	$672,327.00
S.J. Louis Companies	$689,882.12
Hydro-Klean	$708,455.58
Insituform Technologies USA, LLC	$730,098.00

The allocated amount from the capital improvement budget is $576,000. The funding versus the bid amount is as follows:

Funding Source	Funding Allocation	Bid Allocation	Difference
Sewerage Utility Fund	$426,000	$504,317.00	$78,317.00
Storm Water Utility Fund	$150,000	$168,010.00	$18,010.00

The project came in over budget on both the Sewerage Utility Fund and the Storm Water Utility Fund. Prices are up significantly on pipe lining from last year. For example, the price of 8" lined pipe went from $24 per lineal foot in 2021 to $29.50 per linear foot in 2022. This is a 23% increase.

For the sanitary sewer, staff reviews sewers at various locations around the City and creates a plan based on the anticipated work that can be completed while staying within the budget. Staff proposes to eliminate some of the sanitary sewer to get the project back within the budgeted amount. The storm sewer included in this project is the 36" corrugated metal pipe that extends in an easement between Seventh Street and Sixth Street. Due to access of the storm sewer, a segment cannot be eliminated. Staff proposes to fund all the storm sewer work.

Staff's recommendation is to accept the bid from Visu-Sewer, Inc. in the amount of $672,372.00.

Attachments:
2022 0217 CE Project 22-03 Bid Tabulation (PDF)

DE PERE

PROJECT 22-03 SEWER LINING
BID TABULATION

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Visu-Sewer		S.J. Louis Companies		Hydro-Klean		Insituform Technologies	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SS-01	EASEMENT (WESTWOOD-SIXTH STREET) 36" STORM SEWER	LF	634	$265.00	$168,010.00	$190.00	$120,460.00	$262.47	$166,405.98	$242.30	$153,618.20
SS-02	EASEMENT (APOLLO-NINTH) 18" SANITARY SEWER	LF	579	$82.00	$47,478.00	$74.75	$43,280.25	$75.40	$43,656.60	$84.10	$48,693.90
SS-03	ALLEY (FOURTH/THIRD-MAIN/REID) 15" SANITARY SEWER	LF	385	$62.50	$24,062.50	$73.25	$28,201.25	$60.20	$23,177.00	$67.80	$26,103.00
SS-04	ALLEY (FOURTH/THIRD-MAIN/REID) 12" SANITARY SEWER	LF	195	$43.50	$8,482.50	$70.75	$13,796.25	$45.30	$8,833.50	$61.70	$12,031.50
SS-05	FRANKLIN STREET 12" SANITARY SEWER	LF	355	$43.50	$15,442.50	$44.50	$15,797.50	$45.30	$16,081.50	$47.40	$16,827.00
SS-06	TERRY LANE 10" SANITARY SEWER	LF	2211	$33.50	$74,068.50	$38.75	$85,676.25	$36.40	$80,480.40	$38.10	$84,239.10
SS-07	RUSK STREET 10" SANITARY SEWER	LF	336	$33.50	$11,256.00	$46.15	$15,506.40	$36.40	$12,230.40	$40.00	$13,440.00
SS-08	NOB HILL 10" SANITARY SEWER	LF	265	$33.50	$8,877.50	$47.00	$12,455.00	$36.40	$9,646.00	$42.60	$11,289.00
SS-09	ALLEY (WISCONSIN/MICHIGAN-FRANKLIN/WILLIAM) 8" SANITARY SEWER	LF	178	$29.50	$5,251.00	$46.00	$8,188.00	$32.20	$5,731.60	$44.90	$7,992.20
SS-10	ALLEY (SUPERIOR/HURON-FULTON/FRANKLIN) 8" SANITARY SEWER	LF	300	$29.50	$8,850.00	$38.15	$11,445.00	$32.20	$9,660.00	$37.20	$11,160.00
SS-11	EASEMENT (ERIE/ONTARIO-FULTON/FRANKLIN) 8" SANITARY SEWER	LF	166	$29.50	$4,897.00	$55.25	$9,171.50	$32.20	$5,345.20	$47.80	$7,934.80
SS-12	ALLEY (MICHIGAN/SUPERIOR-LEWIS/CHICAGO) 8" SANITARY SEWER	LF	362	$29.50	$10,679.00	$33.70	$12,199.40	$32.20	$11,656.40	$34.40	$12,452.80
SS-13	ALLEY (SUPERIOR/HURON-LEWIS/CHICAGO) 8" SANITARY SEWER	LF	476	$29.50	$14,042.00	$32.50	$15,470.00	$32.20	$15,327.20	$33.00	$15,708.00
SS-14	ALLEY (HURON/ERIE-LEWIS/CHICAGO) 8" SANITARY SEWER	LF	420	$29.50	$12,390.00	$33.70	$14,154.00	$32.20	$13,524.00	$34.00	$14,280.00
SS-15	EASEMENT (ERIE/ONTARIO-LEWIS/CHICAGO) 8" SANITARY SEWER	LF	351	$29.50	$10,354.50	$35.25	$12,372.75	$32.20	$11,302.20	$34.80	$12,214.80
SS-16	ALLEY (HURON/ERIE-JAMES/GEORGE) 8" SANITARY SEWER	LF	214	$29.50	$6,313.00	$35.75	$7,650.50	$32.20	$6,890.80	$42.40	$9,073.60
SS-17	ALLEY (ERIE/ONTARIO-JAMES/GEORGE) 8" SANITARY SEWER	LF	277	$29.50	$8,171.50	$42.50	$11,772.50	$32.20	$8,919.40	$38.10	$10,553.70
SS-18	EASEMENT (ONTARIO/WINNEBAGO-RIDGEWAY/FULTON) 8" SANITARY SEWER	LF	290	$29.50	$8,555.00	$38.50	$11,165.00	$32.20	$9,338.00	$35.80	$10,382.00
SS-19	WEBSTER AVENUE 8" SANITARY SEWER	LF	3060	$29.50	$90,270.00	$27.50	$84,150.00	$32.20	$98,532.00	$32.70	$100,062.00
SS-20	RIDGEWAY DRIVE 8" SANITARY SEWER	LF	221	$29.50	$6,519.50	$37.90	$8,375.90	$32.20	$7,116.20	$39.70	$8,773.70
SS-21	RUSK STREET 8" SANITARY SEWER	LF	628	$29.50	$18,526.00	$33.60	$21,100.80	$32.20	$20,221.60	$35.50	$22,294.00
SS-22	ZITA STREET 8" SANITARY SEWER	LF	824	$29.50	$24,308.00	$31.75	$26,162.00	$32.20	$26,532.80	$37.90	$31,229.60
SS-23	MARTIN STREET 8" SANITARY SEWER	LF	209	$29.50	$6,165.50	$58.43	$12,211.87	$32.20	$6,729.80	$42.60	$8,903.40
SS-24	RAINBOW AVENUE 8" SANITARY SEWER	LF	1985	$29.50	$58,557.50	$32.00	$63,520.00	$32.20	$63,917.00	$35.30	$70,070.50
SS-25	TELEVISING SANITARY LATERALS	EA	64	$325.00	$20,800.00	$400.00	$25,600.00	$425.00	$27,200.00	$168.30	$10,771.20
			TOTAL BID		**$672,327.00**		**$689,882.12**		**$708,455.58**		**$730,098.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 22-06 Concrete Street Repairs to Zenith Tech, Inc. in the amount of $369,637.42**

The Board of Public Works at the March 7, 2022 meeting approved the award of Contract 22-06 Concrete Street Repairs to Zenith Tech, Inc. in the amount of $369,637.42 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0307 CI_BOPW_Award_22-06 (PDF)
- 2022 0303 CE_Project 22-06_Bid Tabulation (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 7, 2022

RE: **Consideration and possible action on award of Contract 22-06 Concrete Street Repairs***

The Engineering Department received bids on Project 22-06 Concrete Street Repairs on March 3, 2022. This project involves colored concrete sealing, concrete street rehabilitation on Fort Howard Avenue, spot concrete street repairs throughout the City and reconstructing part of the West Side Fire Station parking lot. The bids received are as follows:

Contractor	Amount
Zenith Tech Inc	$369,637.42
Vinton Construction Co.	$403,410.70
Sommers Construction Company, Inc.	$511,119.75

The allocated amount from the capital improvement budget is $456,000. Funding will be as follows:

- General Obligation Debt for Street Maintenance $400,000
- Fire Department $ 40,000
- Water Utility $ 6,000

The West Side Fire Stations part of the project is slightly over budget at $43,537.85. Staff will work with the Fire Department to identify additional funding or remove from the project.

Staff's recommendation is to accept the bid from Zenith Tech Inc. in the amount of $369,637.42.

Attachments:
2022 0303 Project 22-06 Bid Tabulation (PDF)

DE PERE

PROJECT 22-06 CONCRETE STREET REPAIRS

BID TABULATION

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Zenith Tech Inc		Vinton Construction Company		Sommers Construction Co., Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE (FIRE STATION)									
SD-01	Unclassified Excavation	CY	130	$57.33	$7,452.90	$28.67	$3,727.10	$55.00	$7,150.00
SD-02	Remove Asphaltic Concrete Pavement and Concrete Curb	SY	385	$13.99	$5,386.15	$0.01	$3.85	$23.00	$8,855.00
SD-03	Provide 8-Inch Doweled Concrete Pavement	SY	355	$58.12	$20,632.60	$69.77	$24,768.35	$77.00	$27,335.00
SD-04	Provide 24-Inch Concrete Curb & Gutter Integral	LF	120	$34.97	$4,196.40	$21.12	$2,534.40	$39.00	$4,680.00
SD-05	Remove and Replace 6-Inch Concrete Sidewalk	SY	35	$51.35	$1,797.25	$76.50	$2,677.50	$69.00	$2,415.00
SD-06	Provide 1-1/4" Crushed Aggregate Base Course	TON	255	$15.16	$3,865.80	$0.01	$2.55	$29.45	$7,509.75
SD-07	Drilled Tie Bars	EA	25	$8.27	$206.75	$10.00	$250.00	$15.00	$375.00
STREET AND DRAINAGE (VARIOUS LOCATIONS)									
SD-08	Remove and Replace 8-Inch Doweled Concrete Pavement	SY	10	$239.80	$2,398.00	$90.00	$900.00	$250.00	$2,500.00
SD-09	Remove and Replace 24-Inch Concrete Curb and Gutter Integral	LF	15	$148.78	$2,231.70	$23.62	$354.30	$55.00	$825.00
SD-10	Drilled Dowel Bars	EA	15	$13.65	$204.75	$14.00	$210.00	$25.00	$375.00
SD-11	Drilled Tie Bars	EA	5	$12.55	$62.75	$8.00	$40.00	$15.00	$75.00
SD-12	Provide 1-1/4" Crushed Aggregate Base Course	TON	20	$15.18	$303.60	$0.01	$0.20	$55.00	$1,100.00
STREET AND DRAINAGE (FORT HOWARD)									
SD-13	Remove and Replace 9-Inch Doweled Concrete Pavement (HES-3 DAY)	SY	10	$142.64	$1,426.40	$99.70	$997.00	$150.00	$1,500.00
SD-14	Remove and Replace 9-Inch Doweled Concrete Pavement (HES-24 HR)	SY	10	$163.55	$1,635.50	$106.70	$1,067.00	$200.00	$2,000.00
SD-15	Remove and Replace 9-Inch Doweled Concrete Pavement	SY	1,650	$64.47	$106,375.50	$96.70	$159,555.00	$79.00	$130,350.00

SD-16	Remove and Replace 24-Inch Concrete Curb and Gutter Integral	LF	1,010	$56.36	$56,923.60	$38.62	$39,006.20	$39.00	$39,390.00
SD-17	Partial Depth Concrete Pavement Joint Repair (2' Wide)	LF	1,215	$19.25	$23,388.75	$30.00	$36,450.00	$65.00	$78,975.00
SD-18	Drilled Dowel Bars	EA	1,925	$12.12	$23,331.00	$0.01	$19.25	$18.00	$34,650.00
SD-19	Drilled Tie Bars	EA	465	$5.50	$2,557.50	$8.00	$3,720.00	$10.00	$4,650.00
SD-20	Cross-Stitching Longitudinal Joints and Cracks (#6)	EA	35	$63.64	$2,227.40	$40.00	$1,400.00	$55.00	$1,925.00
SPECIAL CONSTRUCTION									
SC-01	Inlet Protection Type D	EA	55	$143.60	$7,898.00	$100.00	$5,500.00	$175.00	$9,625.00
SC-02	Adjust Inlet	EA	25	$465.29	$11,632.25	$400.00	$10,000.00	$650.00	$16,250.00
SC-03	Adjust Manhole	EA	15	$465.29	$6,979.35	$400.00	$6,000.00	$800.00	$12,000.00
SC-04	Colored Concrete Sealing	SF	60,920	$0.24	$14,620.80	$0.90	$54,828.00	$1.75	$106,610.00
SC-05	Traffic Control (Fort Howard)	LS	1	$5,700.00	$5,700.00	$47,700.00	$47,700.00	$7,000.00	$7,000.00
SC-06	Traffic Control (Main Avenue)	LS	1	$56,202.72	$56,202.72	$1,700.00	$1,700.00	$3,000.00	$3,000.00
			TOTAL BID AMOUNT		**$369,637.42**		**$403,410.70**		**$511,119.75**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 22-13 Crackfilling to Asphalt Seal & Repair, Inc. in the amount of $131,400**

The Board of Public Works at the March 7, 2022 meeting approved the award of Contract 22-13 Crackfilling to Asphalt Seal & Repair, Inc. in the amount of $131,400 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0307 CI_BOPW_Award_22-13 (PDF)
- 2022 0217 CE_Project 22-13_Bid Tabulation (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 7, 2022

RE: **Consideration and possible action on award of Contract 22-13 Crackfilling***

The Engineering Department received bids for Project 22-13 Crackfilling on February 17, 2022. This work is for the maintenance of streets and parking lots. The bids received are as follows:

Contractor	Amount
Asphalt Seal & Repair, Inc.	$131,400
National Industrial Maintenance	$134,100
American Pavement Solutions, Inc	$192,600
Thunder Road, LLC	$211,500
Fahrner Asphalt Sealers, LLC	$225,900

The allocated amount from the capital improvement budget is $140,000 from the general obligation debt.

Staff's recommendation is to accept the bid from Asphalt Seal & Repair, Inc. in the amount of $131,400.

Attachments:
2022 0217 CE Project 22-13 Bid Tabulation (PDF)

DE PERE

PROJECT 22-13 CRACKFILLING
BID TABULATION

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Asphalt Seal & Repair, Inc.		National Industrial Maintenance		American Pavement Solutions Inc.		Thunder Road LLC		Fahrner Asphalt Sealers, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Crackfilling (HI-SPEC, Crafco, or Approved Equal)	LBS	90,000	$1.46	$131,400.00	$1.49	$134,100.00	$2.14	$192,600.00	$2.35	$211,500.00	$2.51	$225,900.00
			TOTAL BID		**$131,400.00**		**$134,100.00**		**$192,600.00**		**$211,500.00**		**$225,900.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 22-14 Commerce Drive Utility and Street Extension to Peters Concrete Co. in the amount of $1,121,940.05**

The Board of Public Works at the March 7, 2022 meeting approved the award of Contract 22-14 Commerce Drive Utility and Street Extension to Peters Concrete Co. in the amount of $1,121,940.05 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0307 CI_BOPW_Award_22-14 (PDF)
- 2022 0217 CE_Project 22-14_Bid Tabulation (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 7, 2022

RE: **Consideration and possible action on award of Contract 22-14 Commerce Drive Utility and Street Extension***

The Engineering Department received bids on Project 22-14 Commerce Drive Utility and Street Extension on February 17, 2022. This project involves sanitary sewer, water main, storm sewer, and street excavation and gravelling for the extension of Commerce Drive to Rockland Road. The bids received are as follows:

Contractor	Amount
Peters Concrete Co.	$1,121,940.05
Feaker and Sons Company, Inc.	$1,170,971.50
Jossart Brothers, Inc.	$1,225,874.30
Superior Sewer and Water, Inc.	$1,249,654.45
Dorner, Inc.	$1,283,928.50
De Groot, Inc.	$1,330,019.83
Kruczek Construction, Inc.	$1,446,446.46
Advance Construction, Inc.	$1,463,214.75

The allocated amount for this project is $1,200,000 with funding from TID 17.

Staff's recommendation is to accept the bid from Peters Concrete Co. in the amount of $1,121,940.05

Attachments:
2022 0217 CE Project 22-14 Bid Tabulation (PDF)

DE PERE

PROJECT 22-14 COMMERCE DRIVE STREET AND UTILITY EXTENSION
BID TABULATION

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Peters Concrete Company		Feaker & Sons Co Inc		Jossart Brothers, Inc.		Superior Sewer and Water inc.		Dorner Inc.		DE GROOT, INC.		Kruczek Construction Inc.		Advance Construction Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER																			
SS-01	Provide 10" PVC Sanitary Sewer (Granular Backfill)	LF	100	$107.00	$10,700.00	$118.00	$11,800.00	$105.00	$10,500.00	$174.00	$17,400.00	$140.00	$14,000.00	$126.67	$12,667.00	$140.00	$14,000.00	$263.00	$26,300.00
SS-02	Provide 10" PVC Sanitary Sewer (Natural Backfill)	LF	1900	$50.70	$96,330.00	$54.00	$102,600.00	$45.00	$85,500.00	$83.00	$157,700.00	$57.00	$108,300.00	$53.73	$102,087.00	$76.00	$144,400.00	$90.00	$171,000.00
SS-03	Provide 6" PVC Sanitary Sewer Lateral	LF	250	$73.85	$18,462.50	$71.00	$17,750.00	$50.00	$12,500.00	$80.00	$20,000.00	$79.00	$19,750.00	$82.12	$20,530.00	$45.00	$11,250.00	$81.00	$20,250.00
SS-04	Provide Sanitary Sewer Risers	LF	30	$100.00	$3,000.00	$90.00	$2,700.00	$100.00	$3,000.00	$90.00	$2,700.00	$44.00	$1,320.00	$126.25	$3,787.50	$118.00	$3,540.00	$80.00	$2,400.00
SS-05	Provide 10"x6" Sanitary Wye	EA	3	$250.00	$750.00	$300.00	$900.00	$250.00	$750.00	$298.00	$894.00	$357.00	$1,071.00	$757.50	$2,272.50	$200.00	$600.00	$1,832.00	$5,496.00
SS-06	Provide 4' Diameter Sanitary Sewer Manhole	VF	140	$283.35	$39,669.00	$325.00	$45,500.00	$345.00	$48,300.00	$357.00	$49,980.00	$315.00	$44,100.00	$355.37	$49,751.80	$385.00	$53,900.00	$290.00	$40,600.00
SANITARY SEWER																			
ST-01	Provide 60" PVC, RCP Class III, or PP Storm Sewer Natural Backfill	LF	515	$205.60	$105,884.00	$209.00	$107,635.00	$237.00	$122,055.00	$220.00	$113,300.00	$210.00	$108,150.00	$249.74	$128,616.10	$275.00	$141,625.00	$205.35	$105,755.25
ST-02	Provide 48" PVC, RCP Class III, or PP Storm Sewer Granular Backfill	LF	510	$156.80	$79,968.00	$153.00	$78,030.00	$180.00	$91,800.00	$173.00	$88,230.00	$188.00	$95,880.00	$195.10	$99,501.00	$200.00	$102,000.00	$196.25	$100,087.50
ST-03	Provide 42" PVC, RCP Class III, or PP Storm Sewer Granular Backfill	LF	450	$134.70	$60,615.00	$130.00	$58,500.00	$155.00	$69,750.00	$136.00	$61,200.00	$163.00	$73,350.00	$165.24	$74,358.00	$170.00	$76,500.00	$172.90	$77,805.00
ST-04	Provide 36" PVC, RCP Class III, or PP Storm Sewer Natural Backfill	LF	30	$105.00	$3,150.00	$97.00	$2,910.00	$105.00	$3,150.00	$94.00	$2,820.00	$107.00	$3,210.00	$110.05	$3,301.50	$140.00	$4,200.00	$111.00	$3,330.00
ST-05	Provide 36" PVC, RCP Class III, or PP Storm Sewer Granular Backfill	LF	210	$111.80	$23,478.00	$117.00	$24,570.00	$133.00	$27,930.00	$107.00	$22,470.00	$129.00	$27,090.00	$148.58	$31,201.80	$145.00	$30,450.00	$151.00	$31,710.00
ST-06	Provide 30" PVC, RCP Class III, or PP Storm Sewer Natural Backfill	LF	30	$81.00	$2,430.00	$78.00	$2,340.00	$85.00	$2,550.00	$86.00	$2,580.00	$101.00	$3,030.00	$86.00	$2,580.00	$100.00	$3,000.00	$88.00	$2,640.00
ST-07	Provide 30" PVC, RCP Class III, or PP Storm Sewer Granular Backfill	LF	20	$104.00	$2,080.00	$100.00	$2,000.00	$113.00	$2,260.00	$96.00	$1,920.00	$109.00	$2,180.00	$126.68	$2,533.60	$121.00	$2,420.00	$125.00	$2,500.00
ST-08	Provide 24" PVC, RCP Class III, or PP Storm Sewer Natural Backfill	LF	35	$56.40	$1,974.00	$55.00	$1,925.00	$63.00	$2,205.00	$60.00	$2,100.00	$70.00	$2,450.00	$69.49	$2,432.15	$81.00	$2,835.00	$65.00	$2,275.00
ST-09	Provide 24" PVC, RCP Class III, or PP Storm Sewer Granular Backfill	LF	350	$61.85	$21,647.50	$70.00	$24,500.00	$80.00	$28,000.00	$71.00	$24,850.00	$80.00	$28,000.00	$95.02	$33,257.00	$92.00	$32,200.00	$100.00	$35,000.00
ST-10	Provide 18" PVC, RCP Class III, or PP Storm Sewer Natural Backfill	LF	110	$46.85	$5,153.50	$45.00	$4,950.00	$48.00	$5,280.00	$49.50	$5,445.00	$54.00	$5,940.00	$58.37	$6,420.70	$60.00	$6,600.00	$55.00	$6,050.00
ST-11	Provide 18" PVC, RCP Class III, or PP Storm Sewer Granular Backfill	LF	30	$55.50	$1,665.00	$55.00	$1,650.00	$65.00	$1,950.00	$60.50	$1,815.00	$60.00	$1,800.00	$79.17	$2,375.10	$88.00	$2,640.00	$88.00	$2,640.00
ST-12	Provide 15" PVC, RCP Class III, or PP Storm Sewer Natural Backfill	LF	30	$50.30	$1,509.00	$43.00	$1,290.00	$45.00	$1,350.00	$44.00	$1,320.00	$47.00	$1,410.00	$52.57	$1,577.10	$73.00	$2,190.00	$47.00	$1,410.00
ST-13	Provide 15" PVC, RCP Class III, or PP Storm Sewer Granular Backfill	LF	220	$52.10	$11,462.00	$52.00	$11,440.00	$62.00	$13,640.00	$56.00	$12,320.00	$54.00	$11,880.00	$74.63	$16,418.60	$66.00	$14,520.00	$77.00	$16,940.00
ST-14	Provide 6" PVC, Storm Sewer Natural Backfill	LF	150	$32.50	$4,875.00	$32.00	$4,800.00	$30.00	$4,500.00	$39.00	$5,850.00	$27.00	$4,050.00	$33.22	$4,983.00	$30.00	$4,500.00	$30.00	$4,500.00
ST-15	Provide 6" PVC, Storm Sewer Granular Backfill	LF	50	$46.75	$2,337.50	$42.00	$2,100.00	$40.00	$2,000.00	$46.00	$2,300.00	$36.00	$1,800.00	$54.72	$2,736.00	$40.00	$2,000.00	$55.00	$2,750.00
ST-16	Provide Storm Sewer Riser	VF	25	$30.00	$750.00	$45.00	$1,125.00	$50.00	$1,250.00	$55.00	$1,375.00	$56.00	$1,400.00	$101.00	$2,525.00	$60.00	$1,500.00	$30.00	$750.00
ST-17	Provide 6" Storm Branch	EA	2	$100.00	$200.00	$150.00	$300.00	$200.00	$400.00	$400.00	$800.00	$341.00	$682.00	$265.13	$530.26	$300.00	$600.00	$1,500.00	$3,000.00
ST-18	Provide 9' Diameter Storm Manhole	VF	9	$1,723.00	$15,507.00	$1,875.00	$16,875.00	$1,950.00	$17,550.00	$1,798.00	$16,182.00	$1,862.00	$16,758.00	$2,081.05	$18,729.45	$2,600.00	$23,400.00	$2,000.00	$18,000.00
ST-19	Provide 8' Diameter Storm Manhole	VF	9	$1,186.00	$10,674.00	$1,280.00	$11,520.00	$1,360.00	$12,240.00	$1,248.00	$11,232.00	$1,362.00	$12,258.00	$1,431.62	$12,884.58	$1,600.00	$14,400.00	$1,623.00	$14,607.00
ST-20	Provide 7' Diameter Storm Manhole	VF	30	$987.00	$29,610.00	$995.00	$29,850.00	$1,025.00	$30,750.00	$955.00	$28,650.00	$1,114.00	$33,420.00	$1,115.03	$33,450.90	$1,300.00	$39,000.00	$1,176.00	$35,280.00
ST-21	Provide 6' Diameter Storm Manhole	VF	20	$686.00	$13,720.00	$735.00	$14,700.00	$785.00	$15,700.00	$732.00	$14,640.00	$795.00	$15,900.00	$861.65	$17,233.00	$900.00	$18,000.00	$750.00	$15,000.00
ST-22	Provide 5' Diameter Storm Manhole	VF	30	$484.00	$14,520.00	$695.00	$20,850.00	$725.00	$21,750.00	$618.00	$18,540.00	$643.00	$19,290.00	$754.26	$22,627.80	$700.00	$21,000.00	$706.00	$21,180.00
ST-23	Provide 4' Diameter Storm Manhole	VF	20	$431.00	$8,620.00	$570.00	$11,400.00	$525.00	$10,500.00	$465.00	$9,300.00	$572.00	$11,440.00	$681.13	$13,622.60	$600.00	$12,000.00	$577.00	$11,540.00
ST-24	Provide Type B Inlet	EA	7	$2,120.00	$14,840.00	$2,150.00	$15,050.00	$2,550.00	$17,850.00	$2,000.00	$14,000.00	$2,622.00	$18,354.00	$2,382.07	$16,674.49	$3,000.00	$21,000.00	$4,475.00	$31,325.00
ST-25	Connect to Structure and/or Existing Pipe	EA	2	$500.00	$1,000.00	$500.00	$1,000.00	$1,200.00	$2,400.00	$1,186.00	$2,372.00	$637.00	$1,274.00	$1,171.60	$2,343.20	$1,200.00	$2,400.00	$3,000.00	$6,000.00
ST-26	Provide 60" RCP Endwall	EA	1	$4,100.00	$4,100.00	$2,765.00	$2,765.00	$3,000.00	$3,000.00	$2,050.00	$2,050.00	$3,820.00	$3,820.00	$2,941.12	$2,941.12	$3,000.00	$3,000.00	$4,162.00	$4,162.00
ST-27	Provide 18" RCP Endwall	EA	1	$1,000.00	$1,000.00	$1,160.00	$1,160.00	$1,200.00	$1,200.00	$580.00	$580.00	$811.00	$811.00	$1,297.35	$1,297.35	$1,000.00	$1,000.00	$1,400.00	$1,400.00
ST-28	Provide 15" RCP Endwall	EA	1	$800.00	$800.00	$1,110.00	$1,110.00	$1,100.00	$1,100.00	$544.00	$544.00	$703.00	$703.00	$1,273.11	$1,273.11	$900.00	$900.00	$1,300.00	$1,300.00

DE PERE

PROJECT 22-14 COMMERCE DRIVE STREET AND UTILITY EXTENSION
BID TABULATION

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Peters Concrete Company		Feaker & Sons Co Inc		Jossart Brothers, Inc.		Superior Sewer and Water inc.		Dorner Inc.		DE GROOT, INC.		Kruczek Construction Inc.		Advance Construction Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
WATER SYSTEM																			
W-01	Provide 16" PVC Water Main (Natural Backfill)	LF	2000	$121.65	$243,300.00	$130.00	$260,000.00	$134.00	$268,000.00	$133.50	$267,000.00	$134.00	$268,000.00	$138.18	$276,360.00	$151.20	$302,400.00	$146.00	$292,000.00
W-02	Remove and Replace 16" PVC Water Main (Granular Backfill)	LF	50	$173.00	$8,650.00	$175.00	$8,750.00	$155.00	$7,750.00	$137.00	$6,850.00	$154.00	$7,700.00	$157.72	$7,886.00	$185.00	$9,250.00	$169.00	$8,450.00
W-03	Provide 6" PVC Hydrant Lead	LF	25	$50.00	$1,250.00	$45.00	$1,125.00	$60.00	$1,500.00	$40.00	$1,000.00	$39.00	$975.00	$44.32	$1,108.00	$85.00	$2,125.00	$65.00	$1,625.00
W-04	Provide 2" Corporation with Plug/Saddle with 2" Galvanized Pipe	EA	1	$1,500.00	$1,500.00	$1,100.00	$1,100.00	$1,000.00	$1,000.00	$1,460.00	$1,460.00	$733.00	$733.00	$1,358.45	$1,358.45	$1,150.00	$1,150.00	$3,750.00	$3,750.00
W-05	Provide 6" Gate Valve	EA	4	$1,575.00	$6,300.00	$1,655.00	$6,620.00	$1,775.00	$7,100.00	$1,833.00	$7,332.00	$1,798.00	$7,192.00	$1,922.28	$7,689.12	$1,800.00	$7,200.00	$2,350.00	$9,400.00
W-06	Provide 16" Butterfly Valve	EA	4	$6,000.00	$24,000.00	$6,060.00	$24,240.00	$6,650.00	$26,600.00	$6,170.00	$24,680.00	$6,474.00	$25,896.00	$6,420.57	$25,682.28	$6,900.00	$27,600.00	$6,750.00	$27,000.00
W-07	Provide Connection to Existing Water Main	EA	3	$2,700.00	$8,100.00	$3,660.00	$10,980.00	$2,000.00	$6,000.00	$2,872.00	$8,616.00	$6,918.00	$20,754.00	$4,201.60	$12,604.80	$2,600.00	$7,800.00	$4,634.00	$13,902.00
W-08	Provide Hydrant 8.0' Bury	EA	1	$4,800.00	$4,800.00	$4,800.00	$4,800.00	$5,000.00	$5,000.00	$4,568.00	$4,568.00	$5,198.00	$5,198.00	$5,135.85	$5,135.85	$5,600.00	$5,600.00	$6,000.00	$6,000.00
W-09	Provide Hydrant 7.0' Bury	EA	3	$4,600.00	$13,800.00	$4,600.00	$13,800.00	$4,900.00	$14,700.00	$4,204.00	$12,612.00	$5,025.00	$15,075.00	$5,025.76	$15,077.28	$5,400.00	$16,200.00	$6,000.00	$18,000.00
W-10	Provide 16" Water Main Offset	EA	2	$9,750.00	$19,500.00	$10,715.00	$21,430.00	$12,000.00	$24,000.00	$12,040.00	$24,080.00	$12,341.00	$24,682.00	$13,194.64	$26,389.28	$12,000.00	$24,000.00	$14,500.00	$29,000.00
W-11	Provide 1/2 -16" Water Main Offset	EA	1	$4,540.00	$4,540.00	$6,175.00	$6,175.00	$7,500.00	$7,500.00	$6,968.00	$6,968.00	$6,262.00	$6,262.00	$8,036.57	$8,036.57	$6,600.00	$6,600.00	$9,000.00	$9,000.00
W-12	Provide Cut-In 16"x6" Tee or 16"x6" Tapping Tee	EA	1	$3,300.00	$3,300.00	$3,815.00	$3,815.00	$4,000.00	$4,000.00	$4,950.00	$4,950.00	$3,995.00	$3,995.00	$4,974.25	$4,974.25	$3,300.00	$3,300.00	$7,000.00	$7,000.00
W-13	Remove Hydrant and appurtenance	EA	1	$400.00	$400.00	$750.00	$750.00	$500.00	$500.00	$118.00	$118.00	$363.00	$363.00	$1,010.00	$1,010.00	$715.46	$715.46	$2,500.00	$2,500.00
STREET & DRAINAGE																			
SD-01	Unclassified Excavation	CY	5250	$5.59	$29,347.50	$4.75	$24,937.50	$4.85	$25,462.50	$3.73	$19,582.50	$5.00	$26,250.00	$4.93	$25,882.50	$4.85	$25,462.50	$7.39	$38,797.50
SD-02	Unclassified Excavation (Dirt Pile off Commerce Drive)	CY	2800	$5.62	$15,736.00	$3.10	$8,680.00	$3.20	$8,960.00	$3.73	$10,444.00	$5.00	$14,000.00	$3.23	$9,044.00	$3.25	$9,100.00	$4.76	$13,328.00
SD-03	Topsoil Stripping at Profit Place and Below Berm	SY	6000	$0.30	$1,800.00	$0.55	$3,300.00	$0.58	$3,480.00	$1.14	$6,840.00	$0.75	$4,500.00	$0.59	$3,540.00	$0.60	$3,600.00	$0.60	$3,600.00
SD-04	Topsoil Stripping Behind Curb	SY	8410	$0.30	$2,523.00	$0.55	$4,625.50	$0.58	$4,877.80	$1.14	$9,587.40	$0.75	$6,307.50	$0.59	$4,961.90	$0.60	$5,046.00	$0.60	$5,046.00
SD-05	Topsoil Stripping and Fill Below Subgrade	SY	2610	$0.75	$1,957.50	$0.90	$2,349.00	$0.90	$2,349.00	$1.14	$2,975.40	$0.75	$1,957.50	$0.90	$2,349.00	$1.00	$2,610.00	$0.60	$1,566.00
SD-06	Rockland Ditching	SY	650	$1.00	$650.00	$2.70	$1,755.00	$2.75	$1,787.50	$5.21	$3,386.50	$5.10	$3,315.00	$2.81	$1,826.50	$3.00	$1,950.00	$5.80	$3,770.00
SD-07	Swale Ditching	SY	115	$7.17	$824.55	$1.90	$218.50	$2.00	$230.00	$5.21	$599.15	$9.10	$1,046.50	$1.96	$225.40	$3.50	$402.50	$5.20	$598.00
SD-08	Provide 1 1/4" Crushed Aggregate Base Course	TON	6100	$12.00	$73,200.00	$13.75	$83,875.00	$14.15	$86,315.00	$13.08	$79,788.00	$13.00	$79,300.00	$15.62	$95,282.00	$13.85	$84,485.00	$13.90	$84,790.00
SD-09	Provide Landscaping-Topsoil, Seed, Fertilizer and Mulch	SY	30100	$0.87	$26,187.00	$0.80	$24,080.00	$0.85	$25,585.00	$0.38	$11,438.00	$1.60	$48,160.00	$0.83	$24,983.00	$2.10	$63,210.00	$1.15	$34,615.00
SD-10	Provide Landscaping-Topsoil, Seed, Fertilizer, and Erosion Control Mat Class I-Urban	SY	2400	$2.34	$5,616.00	$2.30	$5,520.00	$2.35	$5,640.00	$0.68	$1,632.00	$3.20	$7,680.00	$2.38	$5,712.00	$4.00	$9,600.00	$4.03	$9,672.00
SPECIAL CONSTRUCTION																			
SC-01	Pipe Foundation Stabilization	CY	100	$20.00	$2,000.00	$0.01	$1.00	$20.00	$2,000.00	$0.01	$1.00	$0.01	$1.00	$26.26	$2,626.00	$12.00	$1,200.00	$12.00	$1,200.00
SC-02	Provide Silt Fence	LF	1550	$1.95	$3,022.50	$2.00	$3,100.00	$2.05	$3,177.50	$2.25	$3,487.50	$1.80	$2,790.00	$2.07	$3,208.50	$2.00	$3,100.00	$1.95	$3,022.50
SC-03	Erosion Bale Ditch Checks	EA	50	$15.00	$750.00	$15.00	$750.00	$20.00	$1,000.00	$72.00	$3,600.00	$24.00	$1,200.00	$15.91	$795.50	$20.00	$1,000.00	$10.00	$500.00
SC-04	Inlet Protection Type A	EA	11	$115.00	$1,265.00	$120.00	$1,320.00	$120.00	$1,320.00	$60.00	$660.00	$75.00	$825.00	$121.96	$1,341.56	$150.00	$1,650.00	$100.00	$1,100.00
SC-05	Inlet Protection Type D	EA	4	$115.00	$460.00	$120.00	$480.00	$120.00	$480.00	$60.00	$240.00	$100.00	$400.00	$121.96	$487.84	$100.00	$400.00	$100.00	$400.00
SC-06	Provide Heavy Rip Rap w/ Geotextile Fabric	SY	60	$53.00	$3,180.00	$50.00	$3,000.00	$50.00	$3,000.00	$45.00	$2,700.00	$39.00	$2,340.00	$50.50	$3,030.00	$42.00	$2,520.00	$110.00	$6,600.00
SC-07	Tracking Pad	EA	2	$750.00	$1,500.00	$900.00	$1,800.00	$950.00	$1,900.00	$2,500.00	$5,000.00	$1,080.00	$2,160.00	$945.97	$1,891.94	$1,800.00	$3,600.00	$1,000.00	$2,000.00
			TOTAL BID		**$1,121,940.05**		**$1,170,971.50**		**$1,225,874.30**		**$1,249,654.45**		**$1,283,928.50**		**$1,330,019.83**		**$1,446,446.46**		**$1,463,214.75**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 22-20 American Boulevard and Commerce Drive Concrete Paving to Vinton Construction Company in the amount of $1,600,171.60**

The Board of Public Works at the March 7, 2022 meeting approved the award of Contract 22-20 American Boulevard and Commerce Drive Concrete Paving to Vinton Construction Company in the amount of $1,600,171.60 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0307 CI_BOPW_Award_22-20 (PDF)
- 2022 0224 Project 22-20 Bid Tabulation (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 7, 2022

RE: **Consideration and possible action on award of Contract 22-20 American Boulevard and Commerce Drive Concrete Paving***

The Engineering Department received bids on Project 22-20 American Boulevard and Commerce Drive Concrete Paving on February 24, 2022. This work will complete the concrete paving on American Boulevard from the southerly end to the City limits and for Commerce Drive from the southerly end to Rockland Road. The project also includes the construction of streetlights. The bids received are as follows:

Contractor	Amount
Vinton Construction Company	$1,600,171.60

The allocated amount for this project is $1,680,000 with funding as follows:

- TID 12 $1,180,000
- TID 17 $ 500,000

Unfortunately, we only had one bidder on this project. With that, prices are reasonable when compared with 2021 concrete prices. For this project the cost for 9" concrete is $42.46 per square yard. In 2021, the costs for 9" concrete on the Commerce Drive extension was $40.25 per square yard.

Staff's recommendation is to accept the bid from Vinton Construction Company in the amount of $1,600,171.60.

Attachments:
2022 0224 CE Project 22-20 Bid Tabulation (PDF)

DE PERE

PROJECT 22-20 AMERICAN BOULEVARD & COMMERCE DRIVE CONCRETE PAVING
BID TAB

				BIDDER NO. 1 Vinton Construction Company	
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**AMOUNT BID**
STORM SEWER					
ST-01	Provide Type B Inlet Casting	EA	1	$916.00	$916.00
ST-02	Provide Type A Field Inlet Casting	EA	1	$916.00	$916.00
STREET AND DRAINAGE					
SD-01	Unclassified Excavation, Pavement Removal, and Borrow Placement Commerce Cul de Sac	LS	1	$7,500.00	$7,500.00
SD-02	Provide Borrow Material and Placement adjacent to Curb	LF	11,200	$2.40	$26,880.00
SD-03	Provide 1 1/4" Crushed Aggregate Base Course	TON	850	$13.82	$11,747.00
SD-04	Provide 3/4" Crushed Aggregate Base Course	TON	150	$20.00	$3,000.00
SD-05	Provide 24" Concrete Curb and Gutter	LF	1,000	$17.90	$17,900.00
SD-06	Provide 9" Doweled Concrete Pavement with Integral Curb	SY	22,850	$42.46	$970,211.00
SD-07	Remove Concrete and/or Asphalt and Replace with 9" Concrete Pavement with Integral Curb (American Boulevard Patch)	SY	250	$70.00	$17,500.00
SD-08	Remove Replace with 9" Concrete Pavement with Integral Curb (Commerce Drive Patch)	SY	100	$70.00	$7,000.00
SD-09	Provide Raised and Corrugated Concrete Median	SY	230	$82.47	$18,968.10
SD-10	Provide 24" Integral Curb and Gutter	LF	10,200	$15.00	$153,000.00
SD-11	Provide 4" Concrete Sidewalk, Ramp, and Driveway	SY	590	$46.30	$27,317.00
SD-12	Provide 6" Concrete Sidewalk, Ramp, and Driveway	SY	20	$54.00	$1,080.00
SD-13	Provide 8" Concrete Sidewalk, Ramp, and Driveway	SY	200	$65.20	$13,040.00
SD-14	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	160	$2.00	$320.00
SD-15	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	12	$8.00	$96.00
SD-16	Drilled Dowel Bars	EA	100	$20.00	$2,000.00
SD-17	Drilled Tie Bars (Concrete Pavement)	EA	50	$8.00	$400.00
SD-18	Pavement Marking Stop Line Epoxy 12-Inch (Yellow)	LF	90	$12.00	$1,080.00
SD-19	Pavement Marking Epoxy 8-Inch (White)	LF	120	$2.75	$330.00
SD-20	Pavement Marking Epoxy 4-Inch (Yellow)	LF	6,760	$1.15	$7,774.00
SD-21	Pavement Marking Epoxy 4-Inch (Double Yellow)	LF	310	$2.75	$852.50
SD-22	Pavement Marking Epoxy 4-Inch (White)	LF	5,960	$1.15	$6,854.00
SD-23	Pavement Marking Epoxy Corrugated Median (Yellow)	SY	90	$15.00	$1,350.00
SD-24	Pavement Marking Epoxy Island Nose (Yellow)	EA	2	$250.00	$500.00
SD-25	Pavement Marking Arrows Epoxy Type-2 (White)	EA	13	$275.00	$3,575.00
SD-26	Pavement Marking Arrows Epoxy Type-5 Lane Drop (White)	EA	2	$400.00	$800.00
SD-27	Pavement Marking Epoxy Bike Lane Arrow (White)	EA	9	$150.00	$1,350.00
SD-28	Pavement Marking Epoxy Bike Lane Symbol (White)	EA	9	$150.00	$1,350.00
SD-29	Pavement Marking Epoxy Bike Lane Words (White)	EA	1	$250.00	$250.00
SD-30	Provide Detectable Warning Field (Natural)	EA	2	$300.00	$600.00
SD-31	Landscaping-Topsoil, Seed, Fertilizer and Mulch	SY	4,700	$1.70	$7,990.00
SPECIAL CONSTRUCTION					
SC-01	Inlet Protection Type D	EA	40	$140.00	$5,600.00
SC-02	Adjust Inlet	EA	31	$250.00	$7,750.00
SC-03	Adjust Field inlet	EA	1	$250.00	$250.00
SC-04	Provide End of Roadway Marker (W5-56)	EA	3	$150.00	$450.00
SC-05	Provide "STOP" Sign (R1-1)	EA	2	$275.00	$550.00
SC-06	Provide Right Reverse Curve Arrow Symbol Sign (W1-4R)	EA	2	$325.00	$650.00
SC-07	Provide "25 MPH" Advisory Speed Sign (W13-1)	EA	2	$240.00	$480.00

PROJECT 22-20 AMERICAN BOULEVARD & COMMERCE DRIVE CONCRETE PAVING
BID TAB

				BIDDER NO. 1 Vinton Construction Company	
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**AMOUNT BID**
SC-08	Provide Median Ahead with Two Way Arrows Symbol Sign (W6-1)	EA	1	$300.00	$300.00
SC-09	Provide Median Behind with Two Way Arrows Symbol Sign (W6-2)	EA	1	$300.00	$300.00
SC-10	Provide "DO NOT ENTER" Sign (R5-1)	EA	1	$300.00	$300.00
SC-11	Provide "WRONG WAY" Sign (R5-1A)	EA	1	$300.00	$300.00
SC-12	Provide Median on Left Symbol Sign (R4-7)	EA	1	$275.00	$275.00
SC-13	Provide "LANE ENDS MERGE LEFT" Sign (W9-2L)	EA	1	$300.00	$300.00
SC-14	Provide Merge Left Symbol Sign (W4-2R)	EA	1	$275.00	$275.00
SC-15	Traffic Control - American Boulevard Patch	LS	1	$1,500.00	$1,500.00
SC-16	Traffic Control - American Boulevard Paving	LS	1	$3,600.00	$3,600.00
SC-17	Traffic Control - Commerce Drive Paving	LS	1	$2,100.00	$2,100.00
ELECTRICAL					
E-01	Conduit Rigid Nonmetallic Schedule 40, 2-Inch	LF	5,850	$10.00	$58,500.00
E-02	Conduit Bored, 2-Inch	LF	360	$24.00	$8,640.00
E-03	Pull Box 24x42 Inch	EA	8	$900.00	$7,200.00
E-04	Concrete Base, Type 5	EA	22	$925.00	$20,350.00
E-05	Poles, Type 5-Aluminum Anodized Black	EA	22	$1,850.00	$40,700.00
E-06	Transformer Base Breakaway 11 1/2 Bolt Circle, Anodized Black with Factory Applied Black Finish	EA	22	$750.00	$16,500.00
E-07	Luminaire Arms Single Member Mast Arm 4-1/2 Inch Clamp, 8-foot, Anodized Black	EA	10	$375.00	$3,750.00
E-08	Luminaire Arms Single Member Truss Type Arm 4-1/2 Inch Clamp, 12-foot, Anodized Black	EA	12	$675.00	$8,100.00
E-09	Concrete Control Cabinet Base, Type L24	EA	2	$1,750.00	$3,500.00
E-10	Lighting Control Cabinet, 120/240 24-inch	EA	2	$8,000.00	$16,000.00
E-11	Electrical Service Meter Breaker Pedestal	EA	2	$1,750.00	$3,500.00
E-12	Electrical Wire Lighting 12 AWG	LF	1,080	$1.00	$1,080.00
E-13	Electrical Wire Lighting 4 AWG	LF	25,100	$2.25	$56,475.00
E-14	Luminaires Utility LED	EA	22	$725.00	$15,950.00
E-15	Remove Existing Light Pole (Salvage to City) and Base	EA	1	$500.00	$500.00
			TOTAL AMOUNT BID:		**$1,600,171.60**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for La Vie Carrie, LLC, (DBA La Vie) 421 George St., #101. Submitted by La Vie Carrie, LLC; Agent Carrie Cameron-McDonald, De Pere, WI.**

ATTACHMENTS:

- La Vie Carrie, LLC Class B Beer and Class B Liquor Application_3-9-22 (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

456-1030895-2021

Applicant's Wisconsin Seller's Permit Number	
~~88-081044~~	
FEIN Number	
88-081044	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30-
TOTAL FEE	$

R# 169134

For the license period beginning: 5/1/2022 (mm dd yyyy) ending: 6/30/2022 (mm dd yyyy)

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

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

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

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

La Vie Carrie, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Cameron-McDonald	Carrie	A	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name La Vie Business Phone Number 920.227.8639
2. Address of Premises 421 George St. #101 Post Office & Zip Code DePere, WI 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
   1450 Sq. Ft. bar, seating, supply room; outdoor seating under overhang
4. Legal description (omit if street address is given above): see above.
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No
   (b) If yes, under what name was license issued? La Vie Boheme, LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☒ Yes ☐ No

yes, will complete.

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 2/9/22 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
If yes, explain.

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

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

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
Cameron-McDonald, A., Carrie		2-11-2022
Signature	**Phone Number**	**Email Address**
Carrie Cam McDonald	920-227-8639	carrica1234@live.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
2/11/22			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Sustainability Commission**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-14 Recognizing No Mow May.**

The Sustainability Commission at the March 8, 2022 meeting approved offering No Mow May for residents in 2022 and moved to send it to the Common Council for approval. The motion passed with a 4-1 vote.

As we discussed at our last commission meeting, in 2021, the City Council approved a resolution for "No Mow May" allowing property owners not having to mow their properties if they chose to participate. Those that participated were to sign up with the City and receive a "No Mow May" sign to install in their yard. The City had approximately 140 property owners requesting the sign because they wanted to participate. There was a lot of positive feedback regarding the program as well as negative feedback. So, moving forward we need to discuss what worked well and where we need improvements if we choose to do this in 2022.

Staff has met with the City of Green Bay's Resiliency Coordinator Melissa Schmitz to discuss "No Mow May". Green Bay is interested in partnering with De Pere for educational purposes because they are planning on doing this as well. In addition, for those that want to participate this year will be required to register with the City and install a No Mow May sign in their front yard.

Staff has drafted the attached resolution for your consideration.

ATTACHMENTS:

- Reso22-14 (PDF)
- DRAFT No Mow May Sign (PDF)

RESOLUTION #22-14
RECOGNIZING NO MOW MAY

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

WHEREAS, based upon the success of the program in 2021, the City wishes to participate in "No Mow May" in 2022 and to expand outreach by collaborating with the City of Green Bay on a public campaign educating both communities as to the benefits of "No Mow May."

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby recognizes May 2022 as "No Mow May"; and

BE IT FURTHER RESOLVED THAT:

For the duration of the month of May, the City of De Pere shall suspend the enforcement of De Pere Municipal Code 74-10(b) as it relates to long grass in order to voluntarily delay homeowner lawn-care practices until June 1, 2022, allowing pollinator species to emerge and early flowering grasses and forbs to establish, which may result in ground-cover exceeding established ordinance height restrictions. Regulation and enforcement of ordinances related to harmful noxious weeds shall remain in effect; and

BE IT FURTHER RESOLVED THAT:

Residents who wish to participate in "No Mow May" shall register with the City of De Pere Public Works Department and obtain a "No Mow May" sign to display in the front yard.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/08/2022



NO MOW MAY

A COLLABORATION BETWEEN CITY OF GREEN BAY AND CITY OF DE PERE

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-15 Approving Right of Entry License Agreement Between the City of De Pere and Wisconsin Central Ltd.**

The intent of this agreement is to allow City staff to mow the ditch in the rail road right of way in the vicinity of Terry Lane (see attached drawing). The City's storm sewer drains into this ditch which is the reason maintenance needs to be done. In addition, staff is taking this directly to Council for action instead of going to the BOPW first because of timing and the need to access the ditch area before the ground begins to thaw in the ditch area.

ATTACHMENTS:

- Reso22-15 (PDF)
- WI Central Ltd. Right of Entry License Agreement 2022.001 (003) (PDF)
- Railroad Protective Liability Policy_Hudson (003) (PDF)
- Ditch Cutting 3-2-2022 (2062 to 2092 Terry Lane) (PDF)

RESOLUTION #22-15

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

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

WHEREAS, Wisconsin Central Ltd. requires a right of entry license agreement for city staff to perform its cutting operations on, over and near its tracks and right-of-way pursuant to the terms and conditions as shown in the attached Right of Entry License Agreement, as well as to conduct normal road maintenance, snow plowing, street sweeping, lawn mowing, together with such similar and related activities along railway property.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the attached Right of Entry License Agreement Between the City of De Pere and Wisconsin Central Ltd., subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

IMPORTANT NOTICE

CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

License must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

RIGHT OF ENTRY LICENSE AGREEMENT

Wisconsin Central Ltd. (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to **City of De Pere, 925 S. Sixth St, De Pere, WI 54115, Telephone 920-639-1001 (**hereinafter called the Licensee) license and permission, at the Licensee's sole cost, risk and expense, to enter the Railroad Company's property in the vicinity of **south of Scheuring Rd, De Pere, WI, Railroad Milepost 235.00, FOX RIVER Subdivision, DOT# 180069P for cutting phragmites from railroad ditch** on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit, attached hereto and made a part hereof.

This License does not include the right to perform any utility work in the Railroad Company's right of way. Contact Joe Wojcik at 708-332-4739 to obtain a utility permit/maintenance number for any utility work.

Licensee shall pay to Railroad Company upon execution of this License the sum of **$10.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH

OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

a. Statutory Workers Compensation and Employer's Liability insurance.

b. Automobile Liability in an amount not less than $1,000,000 dollars combined single limit.

c. Commercial General Liability (occurrence form) in an amount not less than $5,000,000 dollars per occurrence, with an aggregate limit of not less than $10,000,000 dollars. The Policy must name Railroad Company and its Parents as additional insured in the following form:

Wisconsin Central Ltd. and its Parents
Attn: Jacqueline Sapp
3192 S. Pokegama Rd
Superior, WI 54880
715-345-2503 (Office)
Jackie.Sapp@cn.ca

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

d. In the event the privileges provided herein to Licensee involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Licensee shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars ($2,000,000) combined single limit (and with a deductible not to exceed $50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement , the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

   Licensee is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with

the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on **Thursday, March 31, 2022**.

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

Wisconsin Central Ltd.

By: _____

Print Name: Jacqueline Sapp

Title: Manager of Public Works

ACCEPTED:

City of De Pere

By: _____

Print Name: _____

Title: _____

Date: _____

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE CN

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non –railroad contractor vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting e-Rail Safe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.

b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by:

R.R. Safety – AMR, LLC
Address: P.O. Box 489
Mercer, WI 54547
Telephone: (920) 517-1677
Email: rrsafetytraining@yahoo.com

This training must be repeated at least once each calendar year.

a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.

b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.

d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s) , and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it

necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefore.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical:	22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
Horizontal:	12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: _____

Date: _____

City of De Pere

HUDSON INSURANCE GROUP®

HUDSON RAILROAD PROTECTIVE LIABILITY GROUP

A voluntary membership organization whose principal office is:
c/o Steptoe & Johnson, Attn: Harry Lee; 1330 Connecticut Ave, NW, Washington, D.C. 20036

POLICY CERTIFICATE

THIS POLICY CERTIFICATE IS ISSUED UNDER MASTER POLICY NUMBER 201701
ISSUED TO HUDSON RAILROAD PROTECTIVE LIABILITY GROUP

Policy Number: RRP012594910829

Named Insured: Wisconsin Central Railroad
and its affiliates including Designated Employees and:

1) Any subsidiary company of such organization, including any subsidiary company thereof:
   a. Existing at the effective date of this policy, or
   b. Acquired during the "Policy Period"
2) Any other company controlled and actively managed by such organization or other subsidiary thereof;
   a. At the effective date of this policy, or
   b. Upon the acquisition of the control, and active management thereof if acquired during the "Policy Period."

Named Insured Mailing Address: 300 Prairie Avenue Green Bay, WI 54303
Contractor Name: De Pere
Contractor Address: 335 S. Broadway De Pere, WI 54115
Project Work: Normal road maintenance, snow plowing, street sweeping, lawn mowing, etc.

Location of Work: Reid St., Lande St., Main Ave., and Cedar St., any location running along CN Railway
Contract Cost within 50 ft: $ 15,000 **Contract # or Name:** De Pere 123
Work Performed For: -- City of De Pere (335 S. Broadway De Pere, WI 54115)

Policy Period: **EFFECTIVE DATE:** 07/12/2021 **12:01 AM** to **EXPIRATION DATE:** 6/1/2022 **12:01 AM**

Limits of Liability: $ 2,000,000 per occurrence; $ 6,000,000 policy certificate aggregate
Limits apply separately to each policy certificate issued under the Master Policy.

Territory: United States of America

Premium: $ 750.00 (Premium Shown is Both Deposit Premium and Minimum Earned Premium)

Notice: Notices required to be given by the Named Insured under this policy shall be sent to:
Attn: Claims Department, Hudson Insurance Company
100 William Street, 5th Floor; New York, N.Y. 10038
You may also call: 1-866-546-3981 or email: HudsonClaims300@HudsonInsGroup.com
to report or discuss a claim.

Wording: As per the Railroad Protective Form CG0035; CG2170; CG2176; CG2196; IL0021; HASB0010111; HTER0010115; HPOLRRP01; HUDEVACRRP1; HUDPREMRRP01and all required state amendatory endorsements.

Terms: All other terms and conditions as per the referenced Policy Form above and applicable Endorsements.

Agent Name: Risk Placement Services
Agent Address: 2 Pierce Place Floor 20 Itasca, IL 60143
Program Administrator: 123OCP / Alliant Insurance Services Houston LLC; 555 Croton Road, Suite 206, King of Prussia, PA 19406 866-883-7692

Authorized Representative

DATE: 7/12/2021

Internal DIME



Internal DIME- Designed for use by Engineering and DPW staff with credentials.

200ft

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-16 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).**

The Board of Public Works at the March 7, 2022 meeting approved the City of De Pere 2021 Draft MS4 General Permit and its submission to the Wisconsin Department of Natural Resources and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-16 (PDF)
- 2022 0307 CI_BOPW-WDNR MS4 Annual Permit (PDF)
- 1-WDNR MS4 Annaul Report (PDF)
- 2-MS4 Activity Summary (PDF)
- 3-Storm Water Facility Maintenance Checklists (PDF)
- 4-Storm Water Facility Inventory (PDF)
- 5-2021 Map Update Summary (PDF)
- 6-2021 Basin Map Changes (PDF)
- 7-2021 MS4 TMDL Maps (PDF)
- 8-2021 Outfall Update (PDF)
- 9-2021 Major and Minor Outfall ID Maps (PDF)
- 10-2021 Ashwaubenon Creek Basin Changes (PDF)
- 11-2021 East River Basin Changes (PDF)
- 12-2021 Fox River Basin Changes (PDF)
- 13-2021 NEWSC Annual Report (PDF)

RESOLUTION #22-16

APPROVING ANNUAL REPORT UNDER MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT AND ITS SUBMISSION TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR)

WHEREAS, the DNR has issued an MS4 Permit (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) Permits 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 to be submitted to the DNR on or before March 31, 2022.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 3/7/2022

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 7, 2022

RE: **Consider Draft 2021 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 five different components to the permit that the City is responsible to complete 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 drafted the draft Annual Report under MS4 General Permit for the 2021 calendar year and it is attached for your review. The Report identifies activities that the City has completed in 2021 to meet our MS4 General Permit for storm water discharge. Highlights from the 2021 Report include:

- 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.
- Installed storm sewer and/or laterals on Erie Street from George Street to Ridgeway Boulevard and Winnebago Street from Fulton Street to Ridgeway Boulevard to address drainage issues.
- Continued extensive swale cleaning and brush clearing that started in 2020
- Updated swale maintenance mapping and inspections.
- Cleaned and televised 68,200 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.
- Developed a phragmites management plan.

Staff recommends the Board of Public Works approve the Annual Report and Written Storm Water Management Program 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:	2021 Annual Report
County:	Brown
Municipality:	De Pere City
Permit Number:	S050075
Facility Number:	31088
Reporting Year:	2021

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
State:	Wisconsin
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:	920-339-8304 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:	

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

☐ 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. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Delivery Mechanism that best describes how the topics were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	2/1/2021
Project/Event Name	Ice and Snow Control
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)* *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☑ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	11-50	○ Yes ○ No

Event Start Date	2/1/2021
Project/Event Name	Grass Clipping
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)* *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☑ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	11-50	○ Yes ○ No

Event Start Date	2/1/2021
Project/Event Name	Car Washing
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)* *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ Illicit discharge detection and elimination ☑ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	11-50	○ Yes ○ No

Event Start Date	2/1/2021
Project/Event Name	Leaf Collection
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)* *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☑ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	11-50	○ Yes ○ No

Event Start Date	4/15/2021
Project/Event Name	Good Dog, Good Owner
Delivery Mechanism	Distribution of print media *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☑ Household hazardous waste disposal/pet waste management/vehicle washing	☑ General Public ☐ Public Employees ☑ Residents	1 - 10	○ Yes ○ No

☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other		

Event Start Date	5/5/2021
Project/Event Name	The Perfect Lawn
Delivery Mechanism	Distribution of print media *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☑ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	11-50	○ Yes ○ No

Event Start Date	5/11/2021
Project/Event Name	Fish Don't Swim in Chlorine
Delivery Mechanism	Social media post *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☑ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	○ Yes ○ No

b. Brief explanation on Public Education and Outreach reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Additional Information Included in Attachment 2

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. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how the permit activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	3/8/2021
Project/Event Name	Board of Public Works Meeting
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)

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 ☐ Other	101 +	○ Yes ◉ No

Event Start Date	3/15/2022
Project/Event Name	Common Council Meeting
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)

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 ☐ Other	101 +	○ Yes ○ No

b. Volunteer Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	3/29/2021 ☐ NA (Individual Permittee).
Project/Event Name	Beautification Committee Fox River Trail
Delivery Mechanism	Clean up event

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☑ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	Select...	○ Yes ○ No

Event Start Date	5/1/2021 ☐ NA (Individual Permittee).
Project/Event Name	Watershed Cleanup
Delivery Mechanism	Clean up event

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☑ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	◉ Yes ○ No

Event Start Date	8/5/2021 ☐ NA (Individual Permittee).
Project/Event Name	Sustainability Commission Farmers Market Booth
Delivery Mechanism	Public Workshop

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☑ General Public	Select...	○ Yes ○ No

	☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other		

Event Start Date	10/7/2021 ☐ NA (Individual Permittee).
Project/Event Name	Saltwise Training
Delivery Mechanism	Public Workshop

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☑ General Public ☑ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ 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?	112	☐ Unsure
b.	How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?	48	☐ Unsure
c.	From the municipality's routine screening, how many were confirmed illicit discharges?	0	☐ Unsure
d.	How many illicit discharge complaints did the	1	☐ Unsure

municipality receive?

e. From the complaints received, how many were confirmed illicit discharges? 1 ☐ Unsure

f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? 1 ☐ Unsure
(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

- ☑ Verbal Warning 1
- ☐ Written Warning (including email)
- ☑ Notice of Violation 1
- ☐ 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? ☐ Unsure

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? ☐ Unsure

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)? ☐ Unsure

d. 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. ☐ Unsure

- ☐ No Authority
- ☐ 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

Question 4d is required, Question 4c is required., Question 4b is required., Question 4a is required.,

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 sites with new structural storm water management facilities* have received local approval ? — 1 ☐ Unsure

*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, catch basin sumps, etc.

b. Does the permittee have procedures for inspecting and maintaining private storm water facilities? ◉ Yes ○ No ☐ Unsure

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? — 58 ☐ Unsure

Inspections completed by private landowners should be included in the reported number.

d. 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. ☐ Unsure

- ☐ No Authority
- ☐ Verbal Warning
- ☑ Written Warning (including email) — 8
- ☐ Notice of Violation
- ☐ Civil Penalty/ Citation

- ☐ Forfeiture of Deposit
- ☐ Complete Maintenance
- ☐ 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*.

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 : Has Missing Items

6. Pollution Prevention

Storm Water Management Facility Inspections ☐ Not Applicable

a. Enter the total number of municipally owned or operated structural storm water management facilities ? 91 ☐ Unsure

b. How many new municipally owned storm water management facilities were installed in the reporting year ? 0 ☐ Unsure

c. How many municipally owned storm water management facilities were inspected in the reporting year? 91 ☐ Unsure

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? 29 ☐ Unsure

f. Brief explanation on Storm Water Management Facility 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*.

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

g. How many municipal properties require a SWPPP? 1 ☐ Unsure

h. How many inspections of municipal properties have been conducted in the reporting year? 12 ☐ Unsure

i.

Have amendments to the SWPPPs been made?
○ Yes ◉ No ○ Unsure

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.*

Collection Services - *Street Sweeping / Cleaning Program* ☐ Not Applicable

l. Did the municipality conduct street sweeping/cleaning during the reporting year?
◉ Yes ○ No ○ Unsure

m. If known, how many tons of material was removed? 336 ☐ Unsure

n. Does the municipality have a low hazard exemption for this material? ○ Yes ◉ No

o. If street cleaning 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
○ 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 ○ Unsure

q. How many catch basin sumps were cleaned in the reporting year? 565 ☐ Unsure

r. If known, how many tons of material was collected? ☑ Unsure

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
○ No - Explain
○ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

u. Does the municipality conduct curbside leaf collection? ◉ Yes ○ No ○ Unsure

v. Does the municipality notify homeowners about pickup? ◉ Yes ○ No ○ Unsure

w. Where are the residents directed to store the leaves for collection?
☑ Pile on terrace ☐ Pile in street ☐ Bags on terrace ☐ Unsure

☐ 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/cleaning? ◉ Yes ○ No ○ Unsure

z. Brief explanation on Collection Services 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 ☐ 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? 250 ☐ Unsure

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	42	274	153	258	12

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
Brine	0	2000	4800	10000	6500	5800

ac. Was salt applying machinery calibrated in the reporting year? ◉ Yes ○ No ○ Unsure

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? ◉ Yes ○ No ○ Unsure

Training Date	Training Name	# Attendance
1/11/2021	Saltwise	3
9/29/2021	Western U.S. Snow and Ice Conference	1

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*

Internal (Staff) Education & Communication

af. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements ? ○ Yes ◉ No ○ Unsure

If yes, describe what training was provided (250 character limit):

When:

How many attended:

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Municipal Officials

Appropriate Staff (such as operators, Department heads, and those that interact with public)

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.*

Missing Information

Question 6t is required., Describe road maintenance training given, Please enter appropriate staff for question 6ag., Please enter municipal officials for question 6ag., Please enter elected officials for question 6ag.,

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 7 : Complete

7. Storm Sewer System Map

a. Did the municipality update their storm sewer map this year?

◉ Yes ○ No ○ Unsure

If yes, check the areas the map items that got updated or changed:

- ☑ Storm water treatment facilities
- ☑ 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.*

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Complete

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			
22669	22669	23817	Storm water utility
Element: Public Involvement and Participation			
22669	22669	23817	Storm water utility
Element: Illicit Discharge Detection and Elimination			
11847	11847	12769	Storm water utility
Element: Construction Site Pollutant Control			
71604	70905	75617	Storm water utility
Element: Post-Construction Storm Water Management			
472711	232754	1505643	Storm water utility
Element: Pollution Prevention			
1591823	1591823	2634183	Storm water utility
Other (describe)			
			Select...

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

[A.6.3] Final Documentation.
The permittee is confirming that all planned efforts are on schedule to submit the final documentation materials [updates to mapping, modeling, tabular summary, and Implementation Plan] under section A.6.3 by October 31, 2023.
◉ 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

You must attach a Storm Sewer Map file,

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:	Has Missing Items
Minimum Control Measures Section 7:	Complete
Attachments:	Has Missing Items
Final Evaluation:	Complete

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 2021 Activities
Last Update: March 3, 2022

Below is a summary of activities completed for the various requirements of the MS4 permit.

Public Education and Outreach Summary

- Discussed the storm sewer system and storm water management with the general public at three different public information meetings on February 1st, 2nd, and 3rd. The power point presentation and review included NEWSC handout guides for
  - Ice and Snow Control
  - Grass Clipping
  - Car Washing
  - Leaf Collection
- Staff presented a summary of the annual MS 4 permit to the Board of Public Works on March 8th, 2021.
- Letters were sent to property owners identified as dumping dog waste on adjacent vacant parcels on April 15, 2021 – 2 property owners. Owners were provided the "Good Dog, Good Owner" brochure created by NEWSC.
- Letters were sent to property owners to remove grass clippings/debris from swales and/or ponds. "The Perfect Lawn" flyers were included with the letters.
  - May 5, 2021
  - June 15, 2021 – 3 property owners
- Letters were sent to property owners to remove grass clipping/debris from swales and/or ponds.
  - August 9, 2021 – 3 property owners
- Posted "Fish Don't Swim in Chlorine" on May 11, 2021. Also provided to the Inspection Department for sharing with property owners.
- Letters were sent to property owners with proper maintenance of the drainage swale in their back yard. The "perfect lawn" was included with the letter.
  - May 11, 2021 – 17 property owners.
- A letter was sent to 2201-2203 Rygar Court to perform wale maintenance on August 17, 2021. "The Perfect Lawn" flyer was included.

Public Involvement and Participation

- The City MS4 Team met on February 15th, 2021 (7 employees).
- The City's Beautification Committee cleans up garbage along the Fox River Trail weekly.

- The Fox-Wolf Watershed hosted a clean-up event on May 1, 2021, at Voyageur Park and Bomier Boat Launch. City staff participated in the event. (NEWSC Annual Report)
- The City presented the MS4 2021 Annual Report to the Board of Public Works and City Council meetings in March 2021.
- Sustainability Commission Farmers Market Booth. August 5 and September 2, 2021
- Hosted Saltwise training at the Municipal Service Center. City staff led a discussion with local communities and the media to discuss techniques being used to minimize salt. Two separate news stories were run on local TV.

Illicit Discharge Detection and Elimination

- Addressed Grease container discharge at 310 Charles Street.
- Updated Spill and Illicit Discharge Response Procedure Manual on June 28, 2021

Construction Site Pollutant Control

- Inspection Department e-mailed local home builders and developers with erosion control ordinance information on March 3, 2021.
- Inspection Department e-mailed local home builders and developers about upcoming early spring rain event. Provided multiple erosion control resources including Erosion & Sediment Control Field Guide and Inlet Protection Detail on March 9, 2021.
- Staff completed inspections on private and public construction sites. Engineering assisted the Inspection Department for erosion control practices on private sites. Staff utilized verbal and written warnings for several projects.
- Staff (8 members) participated in training by Contech on March 8, 2021
- Staff (2 members) participated in training by ASI May 25th and 27th
- Staff (1 member) participated in training by CSI on August 23rd and 24th.

Post Construction Storm Water Management

- The City performed tree and brush removal on several ponds in 2021 including the large pond system near the West Business Park.
- Staff sent out RFP's for muskrat tapping services
- Staff completed inspections on public and private storm water management systems. Private facilities requiring maintenance were sent letter in August 2021.
- The City completed maintenance on public storm water facility: All of the trees, brush, debris, and large vegetation were cleared from the swales and pond slopes.
- The City is continuing maintenance on public storm water facilities in 2021.
- The list of storm water maintenance activities is attached.
- The City installed 65 storm laterals to residents with storm sewer.
- Sent maintenance letter to 500 Fortune Avenue on June 17, 2021.
- Sent pond maintenance letters on August 19, 2021.
    - 505 Lawrence Drive.
    - 1745 E. Matthew Drive
    - 420 College Avenue
- Sent pond maintenance letters on August 23, 2021

    - 1200-1284 Pershing Road
    - 1700 Lawrence Drive
    - 1746-1776 Burgoyne Court
    - 1994 Paint Horse Trail
    - 1997 American Boulevard
    - 2191 American Boulevard
- Swale cleanup by City (billed to owner). Letters sent to owners on August 9th.
    - 1700-1702 Burgoyne Court
    - 2297 Samantha Street
- Pond correction letter send to 765 Lawrence Drive on August 24, 2021
- Swale maintenance letter to 2184 Trailside Lane on August 31, 2021
- Competed muskrat removal on six ponds in 2021
- Obtained easement for City control of a pond treating City water off of Fortune Avenue

Pollution Prevention

- Staff attended SaltWise Live Street on January 11, 2021 (2 employees)
- Staff attended Aquatic Invasive Species Webinar on January 22, 2021 (2 employees)
- Presented the video “Raincheck” to Street Department on February 24, 2021 (13 employees).
- Staff attended SaltWise Webinar on March 2, 2021 (1 employee)
- Presented the video “Raincheck” to Building Maintenance and Mechanical Departments on February 24, and March 2, 9, 11, and 22, 2021 (21 employees)
- The City cleaned and televised 67,935 linear feet of storm sewer.
- Staff attended and presented at the Western U.S. Snow and Ice Conference in September 2021.
- The City collected 813 tons of material during leaf collection and 336 tons of material from street sweeping and catch basin cleaning.

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 %)		

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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)		

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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		

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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

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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	8/17/2021	A. Hummel	Public/ Private	0	0	N/A	N/A		
AC020A	1901 S Ashland Ave	Pond	8/17/2021	A. Hummel	Private	0	0	N/A	N/A		
AC030A	1629 S Ashland Ave	Pond	8/17/2021	A. Hummel	Private	0	0	N/A	N/A		
AC090A	1420 Fortune Ave (Harper Co.)	Dry Detention	8/17/2021	A. Hummel	Public/ Private	0	0	N/A	N/A		
AC050A	250 S 9th St (Rennes Health)	Pond	7/27/2021	A. Hummel	Private	1	0	N/A	N/A		
AC050A	900 Main Ave (Unison Credit Union)	Biofilter	8/17/2021	A. Hummel	Private	2	0	N/A	N/A		
AC050B	765 Lawrence Dr (Pool Works Inc)	Pond	8/17/2021	A. Hummel	Private	0	0	N/A	N/A		
AC051	261 N Lawrence Dr	Pond	6/21/2021	A. Hummel	Public	0	0	N/A	N/A		
AC055A	1001 Main Ave (Festival Foods)	Pond	6/27/2021	A. Hummel	Private	1	0	N/A	N/A		
AC055A	1501 Main Ave (Mid-Valley)	Pond	6/21/2021	A. Hummel	Private	0	0	N/A	N/A		
AC050A	Elm - Ninth St	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	1	0	N/A	N/A		
AC060A	505 Lawrence Dr	Pond	8/17/2021	A. Hummel	Private	1	1	N/A	N/A		Clean trash
AC060A	505 Lawrence Dr (Creative Signs Co Inc)	Biofilter	8/17/2021	Inspected as a pond	Private	0	0	N/A	N/A		
AC060A	875 Lawrence Dr (Cummins)	Pond	7/27/2021	A. Hummel	Private	0	0	N/A	N/A		
AC050A	Suburban - Ninth on Grant St	Swale/Ravine	8/18/2021	A. Hummel	Public	1	1	N/A	N/A		Cleaning
AC090A	1717 Lawrence Dr (Shopko Northwest)	Pond	8/16/2021	A. Hummel	Public/ Private	2	0	N/A	N/A		
AC070A	1205 Lawrence Dr (Concrete Contractors)	Pond	7/27/2021	A. Hummel	Private	2	0	N/A	N/A		
AC070A	1313 Lawrence Dr (Rear Menards/Walmart)	Pond	7/27/2021	A. Hummel	Private	0	0	N/A	N/A		
AC070A	1400 Block Lawrence Dr (Menards Parking)	Pond	7/27/2021	A. Hummel	Private	0	0	N/A	N/A		
AC080A	1610-1620 Lawrence Dr (Scheuring)	Pond	8/16/2021	A. Hummel	Private	2	0	N/A	N/A		
AC090A	1700 Lawrence Dr (Community First Credit Union)	Pond	8/16/2021	A. Hummel	Private	1	2	N/A	N/A		Endwall cracked, garbage
AC090A	1717 Lawrence Dr (Shopko Northeast)	Pond	8/16/2021	A. Hummel	Private	1	0	N/A	N/A		
AC130A	1951 Snowy Owl Ct [Organics Inc]	Pond	8/17/2021	A. Hummel	Public/ Private	2	0	N/A	N/A		
AC090A	1801 Lawrence Dr (Independent Printing)	Pond	8/16/2021	A. Hummel	Private	1	0	N/A	N/A		
AC090A	1869 American Blvd (Graybar)	Pond	8/16/2021	A. Hummel	Private	0	0	N/A	N/A		
AC090A	1997 American Blvd (Cleaning Systems)	Pond	8/16/2021	A. Hummel	Private	0	2	N/A	N/A		Endwalls separated, clean vegetation
AC090A	2000 American Blvd. (northeast)	Dry Detention	8/16/2021	A. Hummel	Private	0	0	N/A	N/A		
AC090A	2000 American Blvd. (southwest)	Pond	8/16/2021	A. Hummel	Private	1	0	N/A	N/A		
AC090A	2001 Lawrence (Coin Wrap)	Pond	8/16/2021	A. Hummel	Private	1	0	N/A	N/A		
AC090A	2001 Lawrence (Coin Wrap)	Swale/Ravine	8/18/2021	A. Hummel	Private	0	0	N/A	N/A		
AC090A	Shopko Southeast (Dry)	Dry Detention	8/17/2021	A. Hummel	Private	0	0	N/A	N/A		
AC100A	1100 Employers Blvd (Humana)	Pond	8/16/2021	A. Hummel	Private	0	0	N/A	N/A		
AC100A	1880 Southbridge Rd	Pond	8/16/2021	A. Hummel	Private	1	0	N/A	N/A		
AC100D	1746-1770 Burgoyne Ct. (Burgoyne Lake Apartments)	Pond	7/8/2021	A. Hummel	Private	3	3	N/A	N/A		Rocks, fabric, electrical wire, erosion
AC100D	2191 American Blvd (Milwood)	Pond	7/20/2021	A. Hummel	Private	0	3	N/A	N/A		Trash, erosion, fabric/rocks
AC160A	2221 Innovation Dr (American 3 Fab)	Pond	8/17/2021	A. Hummel	Private	2	0	N/A	N/A		
ER010A	W. Baraboo Cir.	Swale/Ravine	8/18/2021	A. Hummel	Public/ Private	0	0	N/A	N/A		
ER015A	Pecatonica Ct (Charleston Pointe II)	Pond	6/15/2021	A. Hummel & ML	Public/ Private	6	2	N/A	N/A		Two inlet pipes by Ridgeway need cleaning, two silt logs near end of Pecatonica Cir need to be removed
ER010A	1820-11A Ridgeway Dr (Eau Claire Pl)	Pond	6/14/2021	A. Hummel	Public	5	0	N/A	N/A		

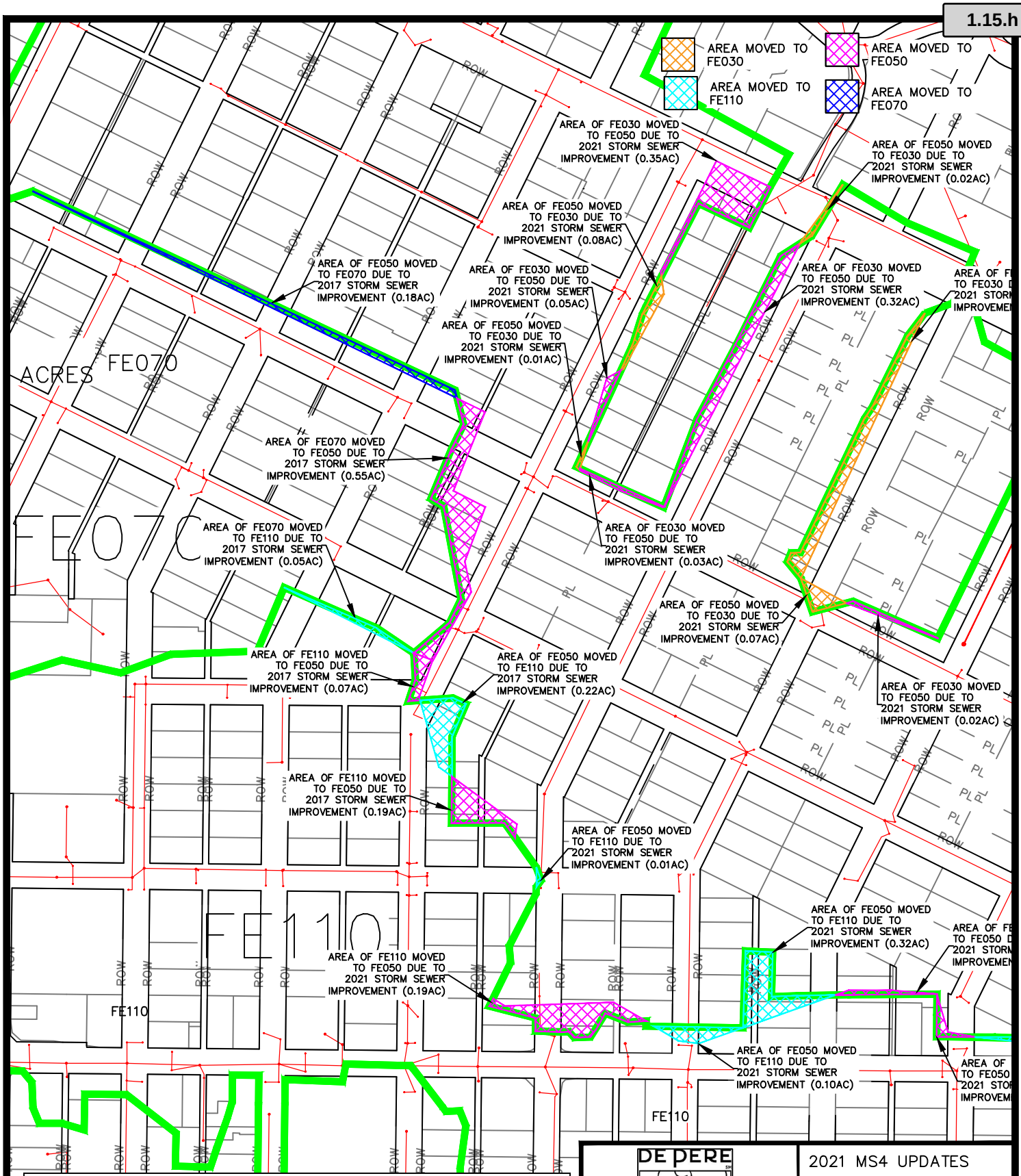
ER020A	Pecatonica Ct drain	Swale/Ravine	6/15/2021	A. Hummel & ML	Public/ Private	0	0	N/A	N/A		
ER030A	1979 Tyler Ln	Pond	6/14/2021	A. Hummel	Public/ Private	2	1	N/A	N/A		Clean/clear inflow pipe of debris/sediment/vegetation
ER010A	825 E River Dr + 1901 Ridgeway Dr (Charleston Pointe I)	Pond	7/19/2021	A. Hummel	Private	2	0	N/A	N/A		
ER040A	Shelley Ln [POTENTIAL]	FUTURE			Public/ Private						
ER010A	Brule Rd. - Ridgeway Dr. Pond Connection	Swale/Ravine	8/18/2021	A. Hummel	Private	0	0	N/A	N/A		
ER010A	Pike Ln.	Swale/Ravine	8/18/2021	A. Hummel	Private	0	1	N/A	N/A		Garbage
ER040A	1881 Chicago St. (Aurora)	Dry Detention	7/20/2021	A. Hummel	Private	0	0	N/A	N/A		
ER080A	1950 Enterprise Dr (CA Lawton)	Pond	7/27/2021	A. Hummel	Private	1	0	N/A	N/A		
ER080B	1900 Enterprise Dr.	Pond	7/27/2021	A. Hummel	Private	1	0	N/A	N/A		
ER100A	711 Millenium Ct	Biofilter	8/17/2021	A. Hummel		0	0	N/A	N/A		
AC055A	Exit 163 (Mid-Valley Rd-Hwy 41)	Pond	6/21/2021	A. Hummel	Public	0	3	N/A	N/A		Vegetation & trash at inflows. North endwall cracked and hole in ground at pipe connection
FE010B	1040 N Broadway (Abbey Pond, SNC)	Pond	7/19/2021	A. Hummel	Private	0	0	N/A	N/A		
FE240B	1200-1281 Pershing Rd (Lake Park Estates)	Pond	8/16/2021	A. Hummel	Private	3	2	N/A	N/A		Cracked inlet and outlet
FE260A	801 O'Keefe Rd	Dry Detention	8/16/2021	A. Hummel	Private	0	0	N/A	N/A		
FE260B	1850 Enterprise Dr. (Dry)	Dry Detention	7/27/2021	A. Hummel	Private	2	0	N/A	N/A		
FE270A	1891 Commerce Dr (Bedford Paper)	Pond	7/13/2021	A. Hummel	Private	1	0	N/A	N/A		
FW070A	450 College Ave (Joliet Square Apartments) (420 College Ave)	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Private	0	2	N/A	N/A		silt logs, fence, and bag
FW070A	West De Pere High School (Dry)	Dry Detention	-	-	Private	-	-	N/A	N/A		
FW140A	601 Third Avenue	Biofilter	8/17/2021	A. Hummel	Private	0	0	N/A	N/A		
ER130A	Diversity Dr (Susie C Altmayer Elementary)	Pond	7/27/2021	A. Hummel	Public/ Private	2	1	N/A	N/A		Inlet needs cleaning
FE030A	1011 Broadway St. (West of Fox River Trail)	Pond	8/17/2021	A. Hummel	Public/ Private	2	0	N/A	N/A		
FW180A	1300 Lost Dauphin (SNC Baseball, Mel Nicks Field)	Dry Detention	8/16/2021	A. Hummel	Private	0	0	N/A	N/A		
FW200A	1600 Lost Daupin (SNC Track, Schneider Athletic)	Pond	8/16/2021	A. Hummel	Private	0	0	N/A	N/A		
FW200B	1745 E Matthew Dr (De Pere Cabinet)	Pond	7/19/2021	A. Hummel	Private	3	2	N/A	N/A		
FW200C	1251 Scheuring Rd (Front Cadre)	Biofilter	8/17/2021	A. Hummel	Private	1	0	N/A	N/A		
FW200C	1252 Scheuring Rd (Cadre) East Swale	Swale/Ravine	8/17/2021	A. Hummel	Private	0	0	N/A	N/A		
FW200C	1255 Scheuring Rd (Behind Cadre)	Pond	7/19/2021	A. Hummel	Private	0	0	N/A	N/A		
FW200C	1740 E. Matthew Dr. (1751 W. Matthew Dr.)	Swale/Ravine	8/18/2021	A. Hummel	Private	0	0	N/A	N/A		
AC060A	NW Lawrence - Grant Dry	Dry Detention	6/22/2021	A. Hummel	Public	1	0	N/A	N/A		
AC060A	SW Lawrence - Grant	Pond	6/22/2021	A. Hummel	Public	3	0	N/A	N/A		
AC090A	Exit 161 Roundabout (Hwy 41 - Scheuring)	Pond	6/22/2021	A. Hummel	Public	1	1	N/A	N/A		Outflow pipe needs cleaning
AC090A	Lawrence Dr (Integrys Parking-Preserve Entrance)	Pond	6/9/2021	A. Hummel	Public	3	1	N/A	N/A		North outlet endwall 2.5" separation
AC090A	Scheuring - American Blvd	Pond	7/10/2021	A. Hummel	Public	2	0	N/A	N/A		
AC100A	Ashwaubenon Creek (Preserve behind Humana-Hwy 41)	Pond	6/15/2021	A. Hummel	Public	7	2	N/A	N/A		4 endwall pipes separated. See 2020 inspection for pictures
FW200D	1997 Venture Ave Drainage Swale	Swale/Ravine	7/13/2021	A. Hummel	Private	0	0	N/A	N/A		
AC100A	Hemlock Creek (Preserve behind Humana - Hwy 41)	Pond	6/15/2021	A. Hummel	Public	3	3	N/A	N/A		2 pipes joint separation. See 2020 inspection for pictures. Sink hole by wood bridge
AC100A	Humana Swale - Preserve	Swale/Ravine	6/9/2021	A. Hummel	Public	0	0	N/A	N/A		
AC100B	2077B Lawrence Dr (Honeysuckle)	Pond	8/13/2021	A. Hummel	Public	0	2	N/A	N/A		endwall separation
AC100B	Honeysuckle Swale (Rygar Ct.)	Swale/Ravine	8/16/2021	A. Hummel	Public	0	2	N/A	N/A		Garbage, dirt birm
AC100D	American Blvd - Southbridge Rd	Pond	7/28/2021	A. Hummel	Public	1	0	N/A	N/A		
AC100D	American Blvd Central (Samantha St)	Pond	7/28/2021	A. Hummel	Public	0	0	N/A	N/A		

AC100D	American Blvd Central 2 (Burgoyne Ct)	Pond	6/9/2021	A. Hummel	Public	0	3	N/A	N/A		Major erosion from muskrats at 1743 Marissa Ct. Trampoline in water at 1744 Marissa Ct.
FE150A	1171 S Atrium Ct	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public/ Private	0	0	N/A	N/A		
AC100D	Central connecting ditch (American Blvd)	Swale/Ravine	7/28/2021	A. Hummel/M. McVey	Public	0	0	N/A	N/A		
AC100D	Northern connecting ditch (American Blvd)	Swale/Ravine	7/28/2021	A. Hummel/M. McVey	Public	0	0	N/A	N/A		
AC100D	Southern connecting ditch (American Blvd)	Swale/Ravine	7/28/2021	A. Hummel/M. McVey	Public	0	0	N/A	N/A		
AC100E	Adare Ct	Pond	7/28/2021	A. Hummel/M. McVey	Public	1	0	N/A	N/A		
AC100E	American Blvd South (Tullig)	Pond	6/14/2021	A. Hummel	Public	3	2	N/A	N/A		Inflow pipe end wall 1.2" separation; small lateral near inflow has rocks in it. Outlet separation hard access. See 2020 inspection
AC110A	Payton Ct	Pond	7/8/2021	A. Hummel	Public	2	0	N/A	N/A		
AC140A	Cross Creek Cir	Pond	8/13/2021	A. Hummel	Public	2	0	N/A	N/A		
AC140A	Cross Creek Cir	Swale/Ravine	8/13/2021	A. Hummel	Public	0	0	N/A	N/A		
AC150A	Daytona Speedway (Pocono Ct)	Pond	7/13/2021	A. Hummel	Public	3	1	N/A	N/A		
AC160A	Southbridge - Innovation (Foth)	Pond	6/21/2021	A. Hummel	Public	1	1	N/A	N/A		Remove silt fence
AC170A	Southwest Park West - Daytona Speedway	Dry Detention	7/13/2021	A. Hummel	Public	0	0	N/A	N/A		
AC180A	Southwest Park South (Diamond)	Pond	7/13/2021	A. Hummel	Public	0	0	N/A	N/A		
AC190A	2020 Innovation Court	Pond	6/21/2021	A. Hummel	Private	0	0	N/A	N/A		
ER015A	W Rock River Cir	Swale/Ravine	8/18/2021	A. Hummel	Public	1	1	N/A	N/A		Endwall cracked
ER020A	East River Dr - Rock River Ct	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	0	0	N/A	N/A		
ER020A	East River Trail (Black Earth Dr)	Pond	6/14/2021	A. Hummel	Public	0	1	N/A	N/A		Trash and debris in outlet by wood bridge
ER030A	Brule Rd. - Sullivan Ln.	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	1	0	N/A	N/A		
ER030A	Desplaine Rd. - East River Dr.	Swale/Ravine	7/26/2021	A. Hummel	Public	0	1	N/A	N/A		Cleaning
ER030A	East River Dr. - Black Earth Dr. (East)	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	0	0	N/A	N/A		
ER030A	Shelley Ln. - Brule Rd.	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	0	1	N/A	N/A		Cleaning
ER030A	Shelley Ln. (East)	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	0	0	N/A	N/A		
ER030A	Sullivan Ln. - Desplaine Rd.	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	0	0	N/A	N/A		
ER040A	Jim Martin Park	Pond	7/19/2021	A. Hummel	Public	4	0	N/A	N/A		
ER040A	Jim Martin Park 1st Easement East	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	1	1	N/A	N/A		Garbage
ER050A	Shetland Pl - Saddlebrook Ln (Rotary Park)	Pond	6/14/2021	A. Hummel	Public	5	2	N/A	N/A		Two inlet pipes joint separation
ER060A	Painthorse Trail	Pond	7/9/2021	A. Hummel	Public	1	1	N/A	N/A		Cracked lateral
ER080A	Ledgeview Swan Rd (Jossart Brothers Co.)	Pond	7/9/2021	A. Hummel	Public	0	1	N/A	N/A		Boat *Ledgeview is responsible for maintenance
ER100A	Millenium Ct	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	0	0	N/A	N/A		
ER110A	Enterprise Dr (Sit & Stay Pet Resort)	Pond	7/13/2021	A. Hummel	Public	0	0	N/A	N/A		
ER120A	S. Melcorn Cl	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	1	2	N/A	N/A		Dirt in lateral and pipe endwall separation
ER120A	Trailside Ln	Pond	6/14/2021	A. Hummel	Public	7	2	N/A	N/A		4.5" outlet separation and clear vegetation
ER120B	Rockland Rd (North of 2100-2120 S. Broadway St.)	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	0	0	N/A	N/A		
FE275A	600 Heritage Rd (Belmark-Briarwood)	Pond	7/26/2021	A. Hummel	Public/ Private	1	1	N/A	N/A	Added on 10/18/2017	Lateral Pipe underwater
FE275A	600 Heritage Rd (Belmark-Briarwood)	Swale/Ravine	7/26/2021	A. Hummel	Public/ Private	0	0	N/A	N/A		
FE190A	Optimist Park (17-09)	Pond	7/8/2021	A. Hummel	Public	2	0	N/A	N/A		
FW280B	500 Fortune Ave (East vertical)	Pond	6/15/2021	A. Hummel	Public/ Private	2	2	N/A	N/A	Inspected and all issues were fixed as of October 2021.	Inlet & Outlet separation. Letter sent 6/17 to property owner to fix issues
FE260A	Greenleaf Rd - North of Belmark	Pond	7/13/2021	A. Hummel	Public	1	0	N/A	N/A		
FE260B	1300 Enterprise Dr (Behind PAi)	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	1	0	N/A	N/A		
FE260B	Greenleaf Rd - Fox River Trail	Pond	7/13/2021	A. Hummel	Public	0	0	N/A	N/A		

FE280A	Oak Water Ct	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	2	0	N/A	N/A		
FE280A	Old Plank Ct	Swale/Ravine	7/26/2021	A. Hummel/M. McVey	Public	2	0	N/A	N/A		
FE280B	Greenleaf-Rockland Rd	Pond	7/26/2021	A. Hummel	Public	0	0	N/A	N/A		
FE290A	Commerce Pond (16-09 Pond and Drainage Construction)	Pond	7/13/2021	A. Hummel	Public	3	0	N/A	N/A		
FW010A	Perkofsky Boat Landing/Brown County Fair Grounds	Pond	7/13/2021	A. Hummel	Public	3	1	N/A	N/A		
FW200D	1997 Venture Ave (WI Lift Truck Co. - West)	Pond	8/17/2021	A. Hummel	Public/ Private	0	0	N/A	N/A		
FW200B	Scheuring Rd - Suburban Dr	Pond	6/8/2021	A. Hummel	Public	3	1	N/A	N/A		Sticks & debris blocking outlet
FW200C	Double Dry Matthew - Suburban Dr	Dry Detention	6/8/2021	A. Hummel	Public	1	0	N/A	N/A		
FW200E	Terry Ln - Mobile Home Park	Swale/Ravine	8/18/2021	A. Hummel	Public	1	1	N/A	N/A		
FW280B	500 Fortune Ave (Old Ecofibre)	Swale/Ravine	7/13/2021	A. Hummel	Private	0	0	N/A	N/A		
FW280A	Fortune - Venture	Pond	7/13/2021	A. Hummel	Public	0	0	N/A	N/A		
FW280A	Red Maple - Lost Daupin	Swale/Ravine	8/18/2021	A. Hummel	Public	1	0	N/A	N/A		
FW290A	1414 Builders Ct.	Pond	7/20/2021	A. Hummel	Public	2	0	N/A	N/A		
FW290B	Glen Meadows Cir (Kiwanis Park)	Pond	No longer exists	?	Public	?	?	N/A	N/A		
FW290B	Hopf Ln	Pond	7/20/2021	A. Hummel	Public	0	0	N/A	N/A		
FW290B	Red Maple (River Trail Ct)	Pond	7/20/2021	A. Hummel	Public	2	0	N/A	N/A		
FW290C	Dog Park	Pond	7/20/2021	A. Hummel	Public	0	1	N/A	N/A		endwall separation
FW290C	Dog Park West Swale	Swale/Ravine	7/20/2021	A. Hummel	Public	0	0	N/A	N/A		
FW290C	Richco Ct Swale	Swale/Ravine	8/18/2021	A. Hummel	Public	1	0	N/A	N/A		
FW290C	Richco Ct.	Pond	7/20/2021	A. Hummel	Public	0	0	N/A	N/A		
FW200D	1997 Venture Ave [WI Lift Truck Co. Warehouse (East)]	Pond	7/13/2021	A. Hummel	Public/ Private	0	0	N/A	N/A		
XA100A	2066 Lawrence Dr (St Mark Lutheran - Large SW pond)	Pond	8/16/2021	A. Hummel	Private	0	0	N/A	N/A		
FW200D	1998 Venture Ave	Pond	7/13/2021	A. Hummel	Public/ Private	1	0	N/A	N/A		
XA100A	2066 Lawrence Dr (St Mark Lutheran - Small N pond)	Pond	8/16/2021	A. Hummel	Private	0	0	N/A	N/A		
FE030A	1015 N Broadway	Pond	8/17/2021	A. Hummel	Private	1	0	N/A	N/A		
AC100A	Garrity's Glen	Pond	7/13/2021	A. Hummel	Public	0	0	N/A	N/A		
AC050B	West De Pere Middle School	Pond	8/17/2021	A. Hummel	Private	0	0	N/A	N/A		
ER040A	East De Pere High School	Pond	8/17/2021	A. Hummel	Private	0	0	N/A	N/A		
ER050A	Shetland Pl	Swale/Ravine	8/13/2021	A. Hummel	Public	2	1	N/A	N/A		Clear vegetation by pipe and add endwall

CITY OF DE PERE
2021 Map Updates
2021 MS4 Annual Report
Last Update - March 3, 2022

Basin	Type of Change	2021 Map Change - City
AC70	Pond Ownership	Removed pond shown as City pond because it is a private pond owned and maintained by Walmart.
FE030, FE050, FE070, FE110	Basin Change and Storm sewer	Modified basins due to storm sewer design. Upsized and added storm sewer.
FW280	Pond Ownership	Added a pond that was previously private. The pond treats City storm water and the City obtained easement rights to operate and maintain.



2021 Basin Updates
Page 2021_1

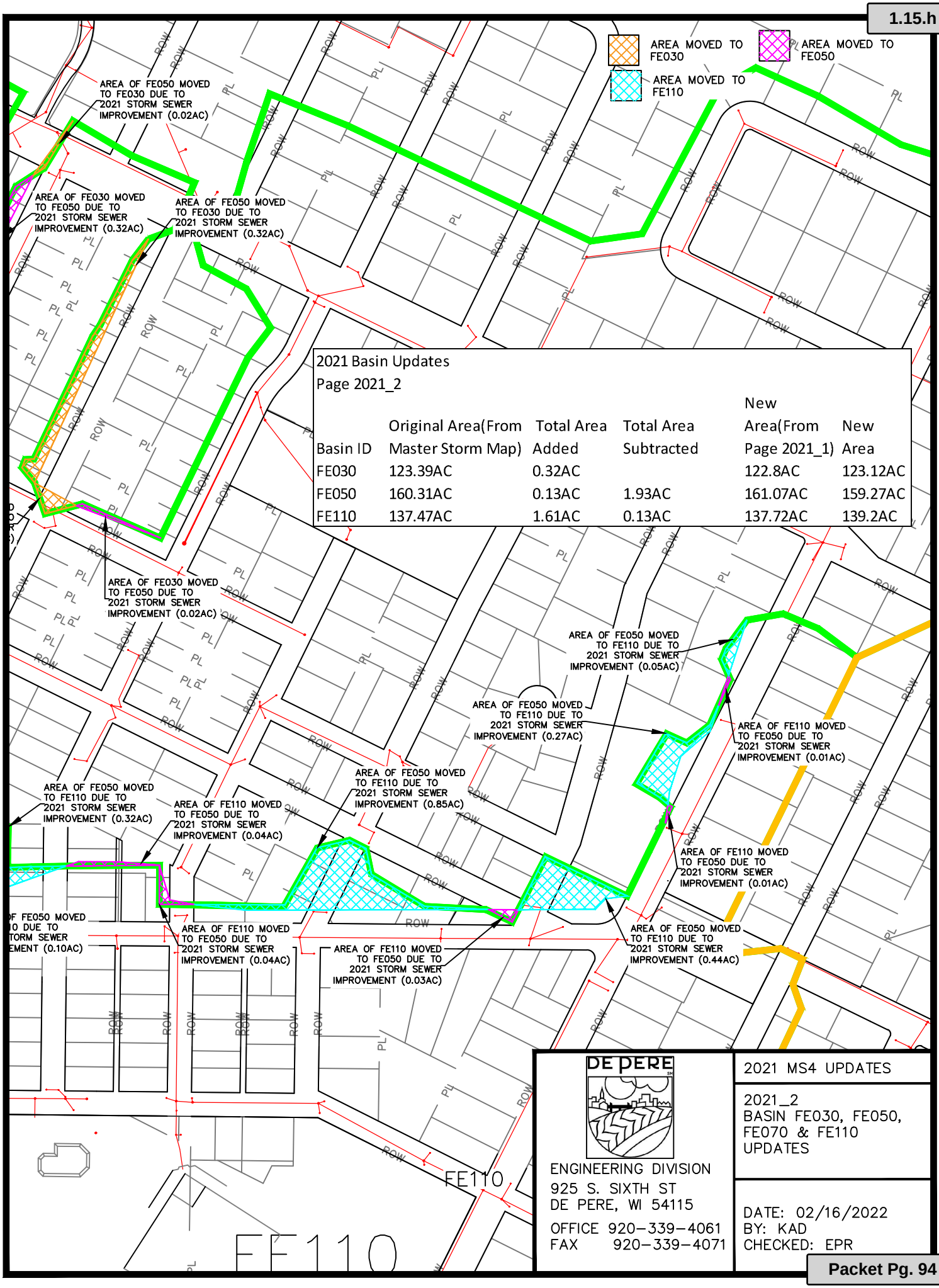
Basin ID	Original Area(From Master Storm Map)	Total Area Added	Total Area Subtracted	New Area
FE030	123.39AC	0.18AC	0.77AC	122.8AC
FE050	160.31AC	1.77AC	1.01AC	161.07AC
FE070	39.76AC	0.18AC	0.60AC	39.34AC
FE110	137.47AC	0.70AC	0.45AC	137.72AC

DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

2021 MS4 UPDATES

2021_1
BASIN FE030, FE050, FE070 & FE110 UPDATES

DATE: 02/16/2022
BY: KAD
CHECKED: EPR



2021 Basin Updates
Page 2021_2

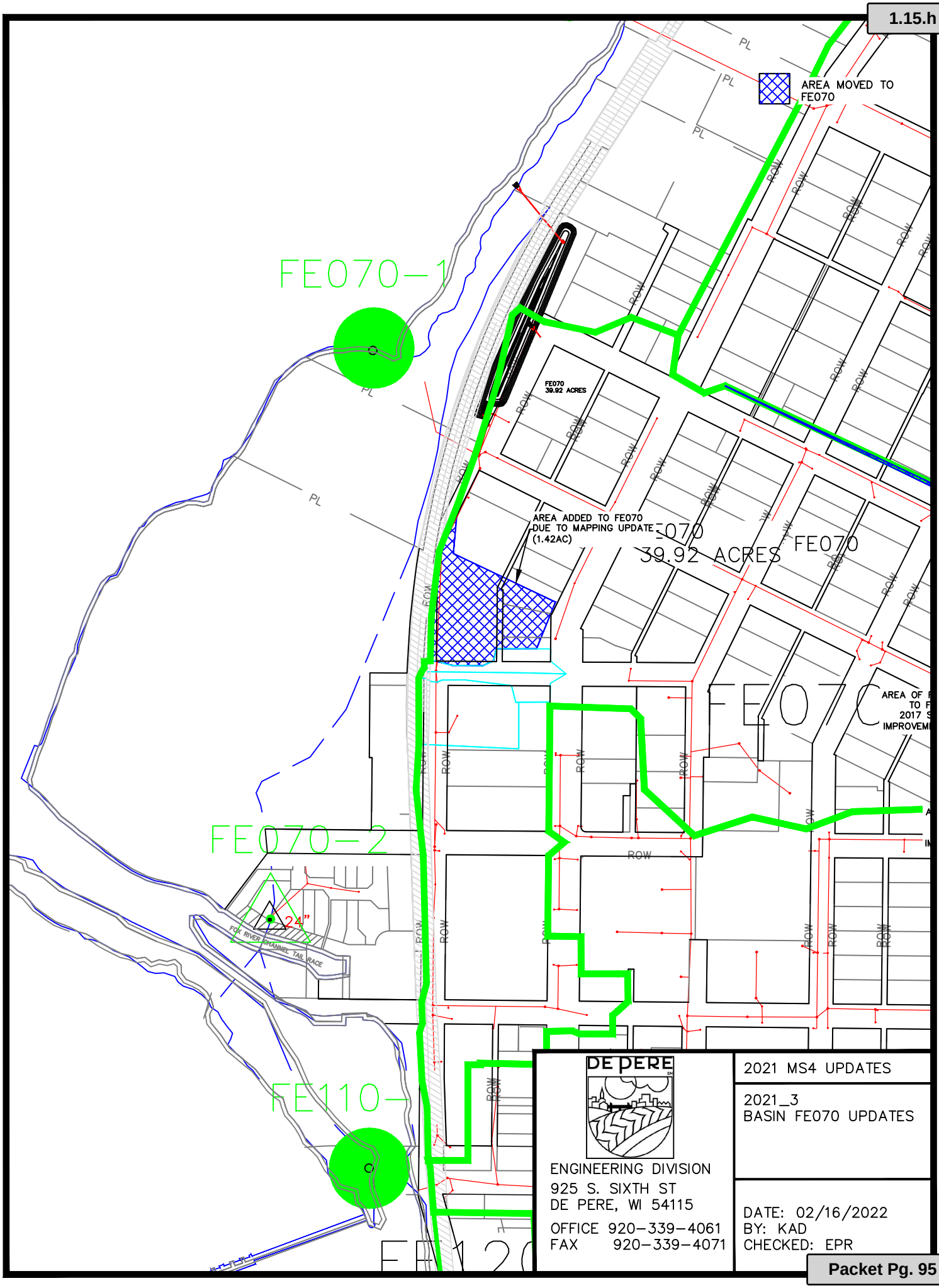
Basin ID	Original Area(From Master Storm Map)	Total Area Added	Total Area Subtracted	New Area(From Page 2021_1)	New Area
FE030	123.39AC	0.32AC		122.8AC	123.12AC
FE050	160.31AC	0.13AC	1.93AC	161.07AC	159.27AC
FE110	137.47AC	1.61AC	0.13AC	137.72AC	139.2AC

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2021 MS4 UPDATES

2021_2
BASIN FE030, FE050, FE070 & FE110 UPDATES

DATE: 02/16/2022
BY: KAD
CHECKED: EPR



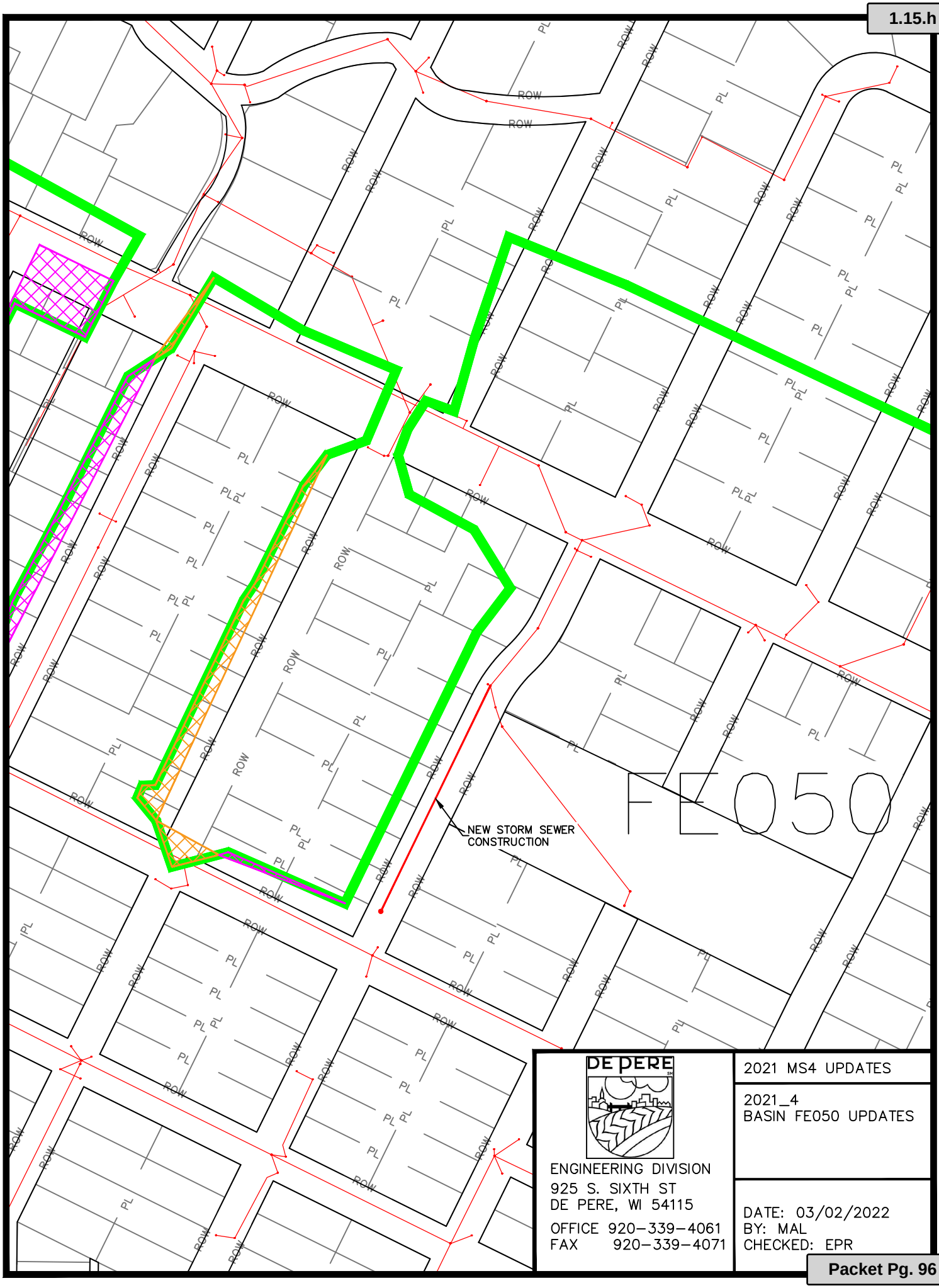
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2021 MS4 UPDATES

2021_3
BASIN FE070 UPDATES

DATE: 02/16/2022
BY: KAD
CHECKED: EPR



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DE PERE, WI 54115
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2021 MS4 UPDATES

2021_4
BASIN FE050 UPDATES

DATE: 03/02/2022
BY: MAL
CHECKED: EPR

AC020
10.7 Acres
AC010
8.9 Acres
FE010
5.2 Acres
FW010
25 Acres
FW015
8.9 Acres
FE010
59.4 Acres
FE030
123.6 Acres
FE070
39.8 Acres
FE050
160.3 Acres
1.8 Acres
FE120
2.8 Acres
FE130
34 Acres
FE110
137.5 Acres
FW130
4.5 Acres
FW120
13.1 Acres
FW110
63.6 Acres
FE170
3.5 Acres
FW140
3.6 Acres
FW150
2.7 Acres
FE170
2.8 Acres
FE160
44.6 Acres
FE150
127.3 Acres
FE210
30.4 Acres
FE190
88.4 Acres
FE230
13.2 Acres
FE240
65.8 Acres
FE240
65.8 Acres
ER050
219.3 Acres
ER040
140.1 Acres
ER030
289.3 Acres
ER010
241 Acres

MS4 Drainage System

- City Swales
- Minor Outfalls
- Major Outfalls
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
- Collectors

Publically Owned Land

- De Pere Recreational Areas
- De Pere Municipal Facilities

Natural Resources

- 303(d) Impaired Waters
- City Pond
- Private Storm Water Facilities
- 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

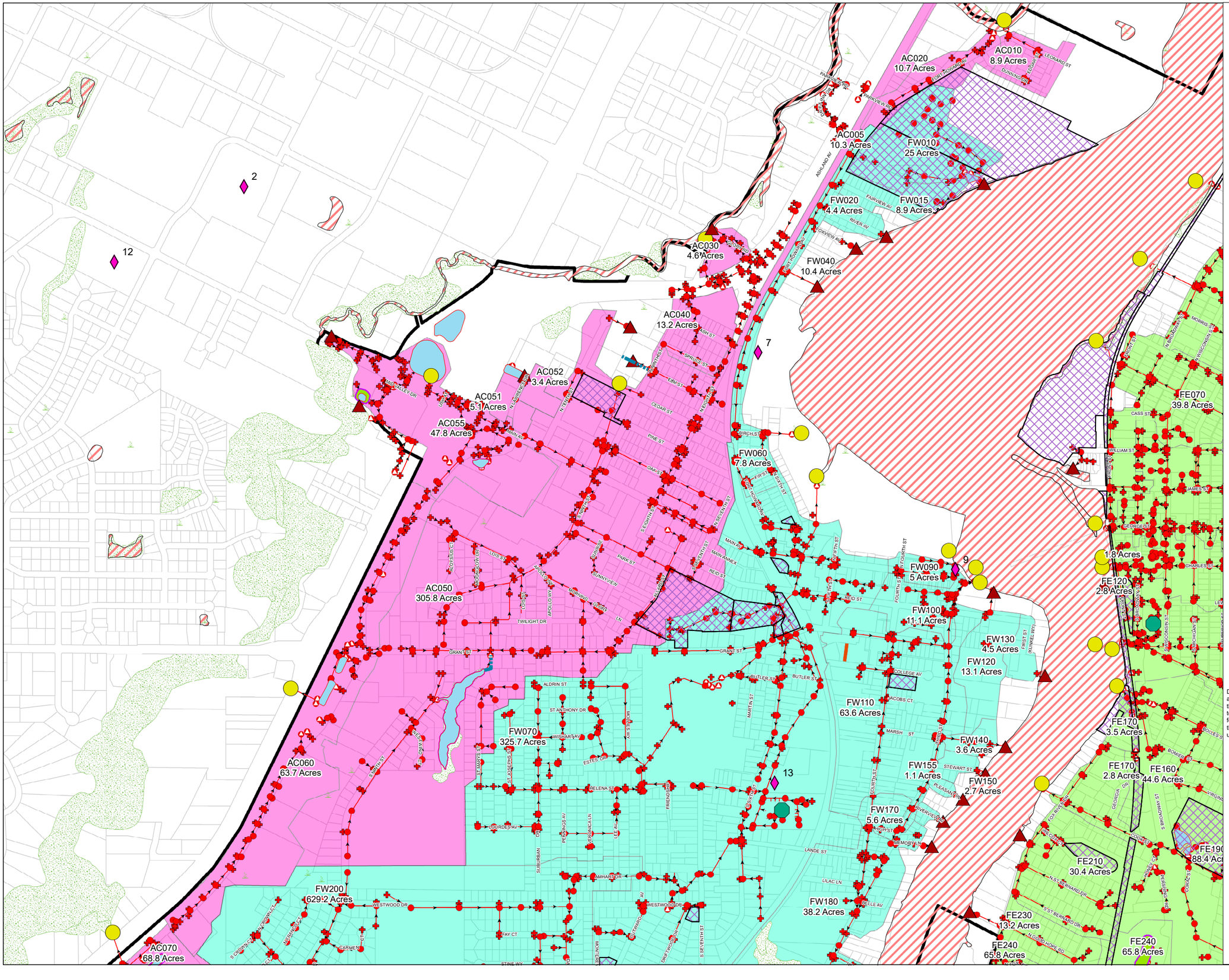
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Disclaimer: The property lines, right-of-way lines, and other property information on this drawing are developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. The City of De Pere does not guarantee this information to be correct, current or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific use. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

DE PERE

MS4 SYSTEM UPDATED 11/2021

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY,



MS4 Drainage System

- Minor Outfalls
- Major Outfalls
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
- Collectors
- City Swales
- Private Swales

Publically Owned Land

- De Pere Recreational Areas
- De Pere Municipal Facilities

Natural Resources

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- Municipal Boundary
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TMDL Watershed Basins

- Fox East Basins
- East River Basins
- Fox West Basins
- Ashwaubenon Creek Basins

1 inch = 500 feet

N
W E
S

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DE PERE

MS4 SYSTEM UPDATED 10/2021

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WI

MS4 Drainage System

- Minor Outfalls
- Major Outfalls
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
- Collectors
- City Swales
- Private Swales

Publically Owned Land

- De Pere Recreational Areas
- De Pere Municipal Facilities

Natural Resources

- 303(d) Impaired Waters
- City Pond
- Private Storm Water Facilities
- 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

N W E S

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DE PERE SM

MS4 SYSTEM UPDATED 10/2021

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WI

AC190
16.7 Acres

AC160
57.2 Acres

AC105
7 Acres

AC105
8.3 Acres

AC110
6.5 Acres

AC120
4 Acres

AC130
23.2 Acres

AC140
12.5 Acres

AC100
636.2 Acres

AC150
41.8 Acres

AC170
31.1 Acres

AC180
17.4 Acres

FW200
629.2 Acres

AC090
227.1 Acres

FW280
202.2 Acres

FW270
23.5 Acres

FW300
7.6 Acres

FW290
346.7 Acres

FW310
73.8 Acres

FW300
28.3 Acres

6

MS4 Drainage System

- City Swales
- Minor Outfalls
- Major Outfalls
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
- Collectors

Publically Owned Land

- De Pere Recreational Areas
- De Pere Municipal Facilities

Natural Resources

- 303(d) Impaired Waters
- City Pond
- Private Storm Water Facilities
- 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

N
W E
S

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing are developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. The City of De Pere does not guarantee this information to be correct, current or complete. The property and right-of-way information are only intended for use as a general referance and are not intended or suitable for site-specific use. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

DE PERE

MS4 SYSTEM
UPDATED 11/2021

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WI

1.15.i

MS4 Drainage System

- Minor Outfalls
- Major Outfalls
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
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N W E S

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DE PERE SM

MS4 SYSTEM UPDATED 03/2022

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WI

CITY OF DE PERE OUTFALLS FOR 2021

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
AC100-4	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
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

*Ashwaubenon Creek Ponds

EAST RIVER BASIN

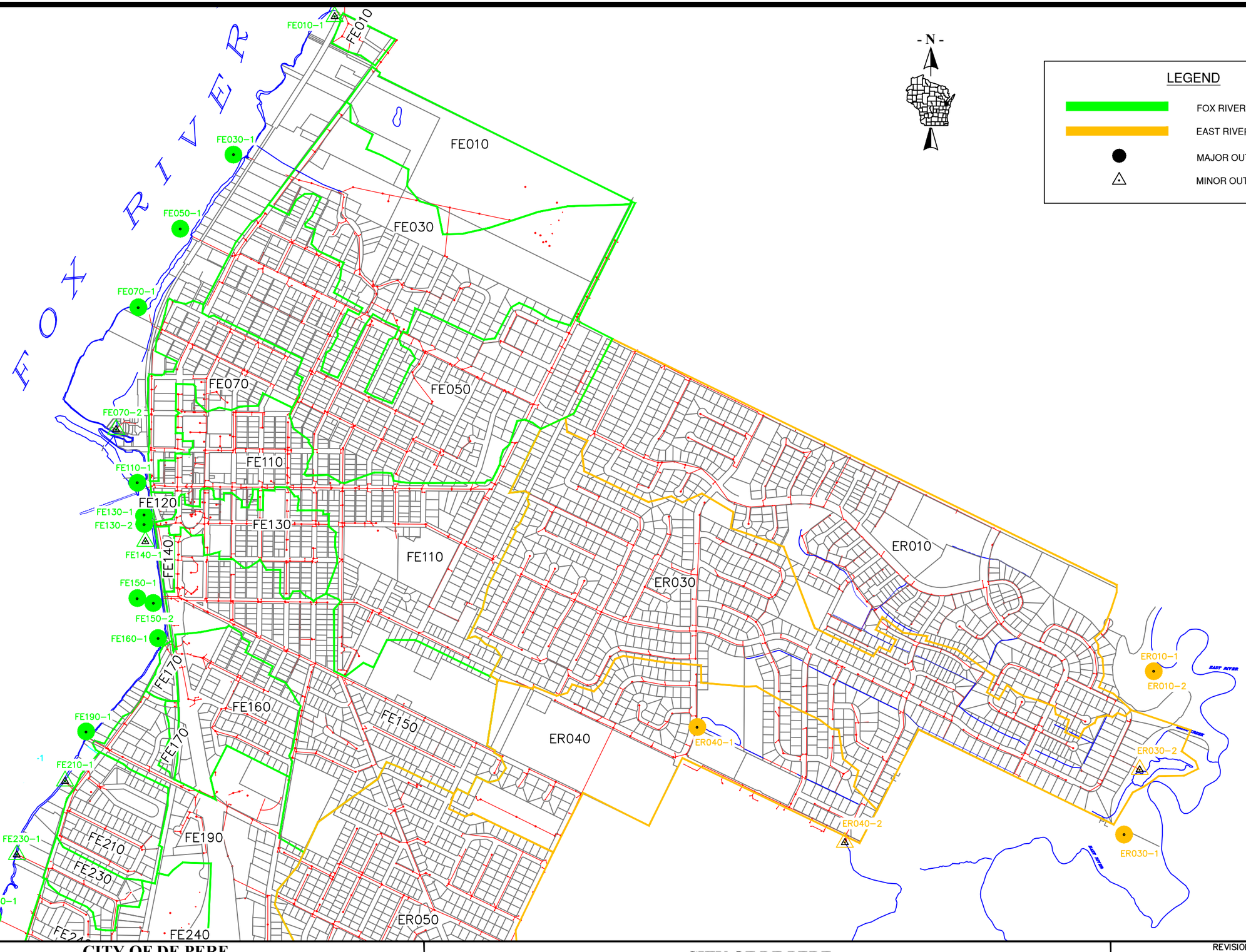
ER010-1	ER010	42	Major
ER010-2	ER010	42	Major
ER030-1	ER030	60	Major
ER080-1	ER080	24	Major
ER040-1	ER040	34X53	Major
ER050-1	ER050	42	Major
ER110-1	ER110	42	Major
ER120-1	ER120	42	Major
ER120-2	ER120	36	Major
ER130-1	ER130	42	Major
ER130-2	ER130	36	Major
ER130-3	ER130	30	Minor
ER040-2	ER040	30	Minor
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
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
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
FW300-1	FW300	18	Minor

FOX RIVER EAST BASIN

FE030-1	FE030	72	Major
FE050-1	FE050	65x40	Major
FE070-1	FE070	36	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
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



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

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AC010-1
AC005
AC020
AC010
8.9 ac
AC025
ROW
ROW
FW010
FW010-1
FW015
FW020
FW020-1
FW040A
FW040A-1
FW040A-2
AC030-2
AC030-1
AC030
CREEK
AC040
AC050-1
AC050-2
AC050-3
AC055-3
AC055-1
AC055-2
AC055-4
AC055
AC051
AC052
AC050
FW060-1
FW060
FW070-1
FW090-1
FW090
FW100-1
FW100-2
FW120-1
FW100
FW120
FW130
FW130-1
FW110
FW140
FW140-1
FW150
FW150-1
FW155
FW155-1
FW170
FW160
FW160-1
FW170-1
AC060-1
AC060
FW070
FW070B
FW180

F O X R I V E R

LEGEND

FOX RIVER WEST BASIN

ASHWAUBEON CREEK BASIN

MAJOR OUTFALL

MINOR OUTFALL

DE PERE

CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
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CITY OF DE PERE
MAJOR & MINOR OUTFALLS NW REGION

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS
1	03-2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	02-2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED

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FOX RIVER

FE240
FE250
FE260
FE260–1
FE260–2
FE270–1
FE270–2
FE275
FE270
FE280
FE280–1
FE280–2
FE280–3
FE290
FE290–1
ER050–1
ER055
ER060
ER060–1
ER065
ER080
ER080–1
ER090
ER095
ER110
ER110–1
ER120
ER120–1
ER120–2
ER130
ER130–1
ER130–2
ER130–3
ROW

- 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
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CITY OF DE PERE
MAJOR & MINOR OUTFALLS SE 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

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- N -

AC070–1
AC070
AC080
PL
FW200
FW180–1
FW190A
FW190A–1
FW200–1
AC090–1
AC090
FW200–2
FW200–3
FW210
FW210–1
AC041–2
AC041–3
AC041–1
AC041–4
FW200
FW200–4
FW230
FW230–1
FW270
AC100–1
AC100–4
FW280
FW280–2
PL
FW270–1
AC160
AC160–1
AC105
AC100
FW280–1
FW290
FW290A–1
AC105
AC110–1
AC110–2
AC130–1
AC120–1
AC110
AC120
AC130
FW290–1
FW300–1
FW290–3
FW290–2
FW300
AC140–2
AC140–1
AC140–3
AC100–3
AC140
AC150–1
AC170–1
AC100–2
AC150
FW290–4
FW290

FOX RIVER

LEGEND

- FOX RIVER WEST BASIN
- ASHWAUBEON CREEK BASIN
- MAJOR OUTFALL
- MINOR OUTFALL

DE PERE
CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
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CITY OF DE PERE
MAJOR & MINOR OUTFALLS SW 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

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AC100-1
AC160
AC160-1
AC105
AC100
AC100-4
FW280
FW280-2
FW270-1
FW280-1
FW290
FW290A-1
AC105
AC110-2
AC110-1
AC130-1
AC120-1
AC110
AC120
AC130
FW290-1
FW300-1
FW290-3
FW290-2
FW300
AC140-2
AC140-1
AC140-3
AC100-3
AC140
AC150-1
AC100-2
AC170-1
AC150
FW290-4
FW290
AC170
AC100-5
FW290-5
AC180-1
AC180
AC100-7
AC100-6
FW310
AC100-8
AC100-9
F O X R I V E R

LEGEND

- FOX RIVER WEST BASIN
- ASHWAUBEON CREEK BASIN
- MAJOR OUTFALL
- MINOR OUTFALL

DE PERE

CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
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CITY OF DE PERE
MAJOR & MINOR OUTFALLS SW REGION

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS
1	03-2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	02-2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED

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ASHWAUBENON CREEK - CITY OF DE PERE, WI
Modifications/Upgrades for TSS Reduction
2021 MS4 Annual Report
Last Update - March 4, 2022

Modifications/Upgrades to Existing Basins

	Beginning of Year Totals (Carry to Next Year) (See Note 2)						Calender Year 2021 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 - 2021 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	7,559	1.8%	135							16.119	7,694	7,559	1.8%	135	
AC010	8.923	265	2,361	2,037	13.7%	324							8.923	2,361	2,037	13.7%	324	
AC020	10.718	326	3,495	3,022	13.5%	473							10.718	3,495	3,022	13.5%	473	
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	1,956	12.9%	291							4.6	2,247	1,956	12.9%	291	
AC040	13.183	310	4,089	3,403	16.8%	686							13.183	4,089	3,403	16.8%	686	
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	241	80.6%	1,237							5.13	1,477	241	80.6%	1,237	
AC052	3.38	0	0			0							3.38	0			0	
AC055	24.34	502	12,225	3,738	69.4%	8,487							24.34	12,225	3,738	69.4%	8,487	
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	9,427	71.4%	23,489							68.77	32,916	9,427	71.4%	23,489	
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	29,557	70.8%	71,807							226.369	101,364	29,557	70.8%	71,807	
AC100	620.065	263	163,073	32,615	80.0%	130,458							620.065	163,073	32,615	80.0%	130,458	
	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	1,426	65.0%	2,643							15.254	4,069	1,426	65.0%	2,643	
AC110	6.497	203	1,320	254	80.7%	1,066							6.497	1,320	254	80.7%	1,066	
AC120	3.993	197	788	646	18.0%	142							3.993	788	646	18.0%	142	
AC130	23.238	235	5,466	3,112	43.1%	2,354							23.238	5,466	3,112	43.1%	2,354	
AC140	12.462	195	2,428	409	83.1%	2,019							12.462	2,428	409	83.1%	2,019	
AC150	41.82	160	6,681	1,278	80.9%	5,403							41.82	6,681	1,278	80.9%	5,403	
AC160	60.318	343	20,717	4,749	77.1%	15,968							60.318	20,717	4,749	77.1%	15,968	
AC170	68.77	479	32,916	5,946	81.9%	26,970							68.77	32,916	5,946	81.9%	26,970	
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							18.64	2,032	248	87.8%	1,784	
Total	1,625.08		527,164	176,796	66.5%	350,368							1,643.72	527,163	176,796	66.5%	350,368	

Assumptions
(1) Agricultural lands in the Lower Fox River Mainstream HUC-12 are discharging 540lbs/acre of TSS. Assume a 5% TSS reduction.
(2) Copy the values from the 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.

EAST RIVER - CITY OF DE PERE, WI
Modifications/Upgrades for TSS Reduction
2021 MS4 Annual Report
Last Update - March 4, 2022

Modifications/Upgrades to Existing Basins

	End of Year Totals 2020						Calender Year 2021 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 - 2021 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	4,766	90.9%	47,398							241.222	52,164	4,766	90.9%	47,398	
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	9,412	78.4%	34,165							208.635	43,577	9,412	78.4%	34,165	
ER055	10.819	202	2,188	1,794	18.0%								10.819	2,188	1,794	18.0%		
ER060	22.444	192	4,308	1,054	75.5%	3,254							22.444	4,308	1,054	75.5%	3,254	
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	3,220	8.1%	283							8.325	3,503	3,220	8.1%	283	
ER110	68.139	505	34,436	8,464	75.4%	25,972							68.139	34,436	8,464	75.4%	25,972	
ER120	96.469	234	22,578	7,534	66.6%	15,044							96.469	22,578	7,534	66.6%	15,044	
ER130	59.574	308	18,376	1,476	84.7%	16,900							59.574	18,376	1,476	84.7%	16,900	
Total	1,252.3		330,237	81,345	75.4%	248,498					0		1,252.3	330,237	81,345	75.4%	248,498	

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
2021 MS4 Annual Report
Last Update -March 4, 2022

Modifications/Upgrades to Existing Basins

	End of Year Totals 2020						Calender Year 2021 Modifications						End of Year Totals 2021					
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 - 2021 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	15,498	12.10%	2,126							64.606	17,624	15,498	12.10%	2,126	
FE030	123.561	232	28,665	24,522	14.50%	4,143	(0.44)					Minor basin modifications to FE030, FE050, FE070, FE110	123.12	28,563	24,522	14.50%	4,041	
FE050	160.386	214	34,294	28,086	18.10%	6,208	(1.12)					Minor basin modifications to FE030, FE050, FE070, FE110	159.27	34,055	27,891	18.10%	6,164	
FE070	39.676	271	10,737	8,772	18.30%	1,965	1.08					Minor basin modifications to FE030, FE050, FE070, FE110	40.76	11,031	9,012	18.30%	2,019	
FE110	135.322	242	32,721	27,256	16.70%	5,465	3.88					Minor basin modifications to FE030, FE050, FE070, FE110	139.2	33,658	28,037	16.70%	5,621	
FE120	1.82	387	704	580	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	10.50%	41							2.789	388	347.26	10.50%	41	
FE150	127.311	268	34,093	28,808	15.50%	5,285							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	878	15.60%	162							6.249	1,040	878	15.60%	162	
FE190	17.59	835	14,679	12,372	15.70%	2,307							17.59	14,679	12,372	15.70%	2,307	
	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	4,929	17.00%	1,008							30.413	5,937	4,929	17.00%	1,008	
FE230	13.221	214	2,830	2,353	16.80%	477							13.221	2,830	2,353	16.80%	477	
FE240	56.309	246	13,866	9,707	30.00%	4,159							56.309	13,866	9,707	30.00%	4,159	
FE250	4.965	201	997	816	18.10%	181							4.965	997	816	18.10%	181	
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	19,268	8.20%	1							42.165	19,269	19,268	8.20%	1	
														0				
FE275	23.216	291	6,761	1,256	81.40%	5,505							23.216	6,761	1,256	81.40%	5,505	
FE280	127.272	257	32,694	19,865	39.20%	12,829							127.272	32,694	19,865	39.20%	12,829	
FE290	37.108	346	12,839	1618	87.40%	11,222							37.108	12,839	1618	87.40%	11,222	
	58.21	540	31,433	3961	87.40%	27,473							58.21	31,433	3961	87.40%	27,473	
FE310					5.00%									0		5.00%		
FW010	25.055	142	3,567	993	72.20%	2,574							25.055	3,567	993	72.20%	2,574	
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	542	18.20%	120							3.298	662	542	18.20%	120	
FW040	10.493	426	4,468	4,217	5.60%	251							10.493	4,468	4,217	5.60%	251	
FW060	7.785	233	1,812	1,534	15.30%	278							7.785	1,812	1,534	15.30%	278	
FW070	323.861	264	85,651	73,746	13.90%	11,905							323.86	85,651	73,746	13.90%	11,906	
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	3,439	17.20%	717							11.052	4,156	3,439	17.20%	717	
FW110	63.639	264	16,817	14,497	13.80%	2,320							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	789	11.00%	97							2.691	886	789	11.00%	97	
FW155	1.111	201	223	183	18.10%	40							1.111	223	183	18.10%	40	
FW160	1.022	201	205	168	18.10%	37							1.022	205	168	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	5,823	15.00%	1,031							38.228	6,854	5,823	15.00%	1,031	
FW190	3.672	201	737	604	18.10%	133							3.672	737	604	18.10%	133	
FW200	629.791	306	192,527	111,281	42.20%	81,246							629.791	192,527	111,281	42.20%	81,246	
FW210	3.561	201	715	585	18.10%	130							3.561	715	585	18.10%	130	
FW230	13.484	201	2,708	2,216	18.10%	492							13.484	2,708	2,216	18.10%	492	
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	32,502	63.60%	56,842							189.281	89,344	32,502	63.60%	56,842	
	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	1,606	1,327	17.40%	279	
FW310	92.9	0			5.00%								92.9	0		5.00%		
Total	3,133.24		909,576	546,656	39.90%	362,920	3.40				0		3,136.64	910,466	547,483	39.87%	362,983	

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.

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2021 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.

2021 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 Scott
Town of Taycheedah
Town of Vinland
University of WI – Oshkosh
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
AECOM
Ayres Associates
Brown & Caldwell
Cedar Corporation
Contech Construction
County Materials
Davel Engineering
Graef, USA
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

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NEWSC Resources Available to Members:
*If Members utilized these resources to provide education to their residents, elected officials or staff, members should include details of how they were used in their individual annual reports.

*For outreach efforts conducted by NEWSC that members can enter directly into their individual annual report, look for your community name in each section.

MCM #2 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
Greenhouses, Garden Centers & Nurseries Flyer	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
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 Management 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
Winter Parking Lot Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/11/Parking-Lot-Maintenance-Winter-BMPs.pdf

***Did you have inspectors in your community stop by 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.**

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NEWSC Active Delivery on Behalf of Members: Volunteer Event - Annual Watershed Cleanup

Fox-Wolf Watershed Alliance continues to add sites every year. If your community would like a site added for 2022, contact Kelly (Kelly@fwwa.org. Sites should have public access. Communities are asked to provide a site leader for the 1st year.

Municipality	Number of Volunteers
Allouez	78
Appleton	196
Calumet County	94
De Pere	37
Eureka	20
Fond du Lac	45
Grand Chute	9
Green Bay	179
Hortonville	17
Kaukauna	78
Ledgeview	24
Little Chute	56
Menasha	92
Neenah	52
New London	48
Oshkosh	292
Outagamie County	26
Shawano	29
Waukau	11
Waupaca	23
Winneconne	48

Totals:
Volunteers: 1,577 | Trash Bags: 873 | Tires: 26 | Electronics: 33
Plastic bags: 2,375 | Face Masks: 472 | Straws: 1,763 | Recycle bags: 151
Total Weight: 7,234 pounds









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2.1.1

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 Waste Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Household-Hazardous-Waste.pdf
Carpet Cleaning Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/carpet-cleaning.pdf
Kids Can Help Too Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Kids-can-help-too.pdf
Good Dog, Good Owner Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Good-Dog-Good-Owner.pdf
Power Washing Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Power-Washing-Home.pdf
Fish Don't Swim in Chlorine Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Pool-Spa-Discharge.pdf
Vehicle Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Vehicle-Maintenance.pdf
Vehicle Maintenance Webpage	http://www.renewourwaters.org/vehicle-maintenance-2/
Kids Can Help Too Webpage	http://www.renewourwaters.org/kids-can-help-too-3/
Household Hazardous Waste Webpage	http://www.renewourwaters.org/household-hazardous-waste-3/
Power Washing Webpage	http://www.renewourwaters.org/power-washing/
Fish Don't Swim in Chlorine Webpage	http://www.renewourwaters.org/pools-and-spas/
Carpet Cleaning Webpage	http://www.renewourwaters.org/carpet-cleaning-2/
Good Dog, Good Owner Webpage	http://www.renewourwaters.com/our-pets-our-waters/
Good Dog, Good Owner Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/Good-Dog-Good-Owner-Web-Ready.png
Car Washing Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/Car-on-GrassSM.jpg

***Did you exhibit or do any community presentations that hit on these topics? If so, you can record those interactions as active outreach.**

NEWSC Passive and Active Delivery for this topic can be found at the end of the report.

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2.1.1

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
The Perfect Lawn Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Perfect-Lawn.pdf
Perfect Landscape Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Pefect-Landscape-7.9.19.pdf
Ice & Snow Control flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Leave-Your-Leaves-on-Land.pdf
Kids Can Help Too Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Kids-can-help-too.pdf
Leave Your Leaves on Land Webpage	http://www.renewourwaters.org/leave-your-leaves-on-land/
The Perfect Lawn Webpage	http://www.renewourwaters.org/the-perfect-lawn-3/
Perfect Landscape Webpage	http://www.renewourwaters.org/the-perfect-landscape/
Ice & Snow Control Webpage	http://www.renewourwaters.org/ice-and-snow-control-3/
Kids Can Help Too Webpage	http://www.renewourwaters.org/kids-can-help-too-3/
Ice & Snow Control Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/Ice-and-snow-removal-photo.jpg
Leave Your Leaves on Land 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.**

NEWSC Passive and Active Delivery for this topic can be found at the end of this report.

2.1.1

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/1Iqu6TR_8_pEv6axAyxMWz2di_eOiR4Zo/view?usp=sharing

***Did you meet with homeowners in 2021 to educate them on streambank erosion and BMPs to reduce erosion? You can record these discussions as active outreach.**

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2.1.1
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
The Perfect Landscape Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Pefect-Landscape-7.9.19.pdf
The Perfect Landscape Webpage	http://www.renewourwaters.org/the-perfect-landscape/
Rain Barrel Webpage	http://www.renewourwaters.org/rain-barrels/
Grass Clippings Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/grassclippingsROW.jpg

***Did you host rain barrel workshop? If so, claim active outreach for this topic.**

2.1.1
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://fwwa.sharepoint.com/:b:/s/NEWSC2/EdPUnDRD7MRKv0zfhlEnpIoBchXb5kenGX0HmZR5nlhwgA?e=vTY8kg

***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. These training may have included the NEWSC Excal Video below.**

Excal Visual Videos on Pollution Prevention available for member checkout in 2021:

"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)

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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 Updated

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.

2.1.1

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 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
Soil Waste Operations	https://drive.google.com/file/d/1r2gimtAsRanIpxSCevFntWMJwI5Z5tMS/view?usp=sharing
Streets and Drainage Maintenance	https://drive.google.com/file/d/1KtikoiyMCIPVBhv5VOhYERUlrH52NFXo/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 training may have included the NEWSC Excal Videos below.**

Excal Visual Videos on Pollution Prevention available for member checkout in 2021:

"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	**"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

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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	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

2.1.1
Topic #8: Green Infrastructure/Low Impact Development
NEWSC will be gathering resources for members to use going forward in 2022.

***Did you have active discussions 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 active outreach.**

2021 Workshops, Trainings, and Presentations

Outreach Plan Development Training

The NEWSC Outreach Plan development tool is available online to help NEWSC members put together an outreach plan that meets WDNR requirements and provides communities a way to track progress towards meeting requirements through the year. A folder that contains the planning template, and a few other useful resources can be found here: https://drive.google.com/drive/folders/1Hbnx7wINlA_Q0I7Kcn5fA0bbP7K9uFa7?usp=sharing

League of Wisconsin Municipalities Annual Conference Presentation

NEWSC gave a presentation about TMDL implementation at the League of Wisconsin Municipalities 2021 Annual Conference. The session had approximately 35 attendees, of which the majority were elected officials. A slideshow of the presentation is available on the NEWSC member resources page on newsc.org and HERE.

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Stormwater Pond Dredging Workshop

The Municipal Committee developed and hosted a comprehensive workshop on the process of stormwater pond dredging. The full-day hybrid workshop received approximately 45 in-person attendees and 25 virtual attendees, with more than a quarter of the attendees being from outside of the NEWSC membership region. We are working to gather recorded versions of all presentations to make available for members.

2021 NEWSC SCHOOL PRESENTATIONS

The following presentations were provided in classrooms or virtually in NEWSC communities throughout the Fox-Wolf River Basin in 2021. 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.

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

***If your community had school presentations in 2021, we recommend tying the school presentation in your annual report to a topic identified as discussed in the table above that you did not conduct outreach on in another way. These presentations are considered active outreach.**

NEWSC provides school presentation upon request by teachers. If your school district did not have presentations in 2021 and you would like NEWSC to present in your community, please reach out to your school district and share the School Presentation flyer:
https://drive.google.com/file/d/1fgeOMD2Zqd5yASOiPU7GdvD6lbMhgXo7/view?usp=sharing

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Green Bay

- 02/02/2021 - virtual presentation for NEW Scholars students grades 6th-8th, approx. reach 65



De Pere

- 02/22/2021 - virtual presentation for various majors at St. Norbert College, approx. reach 18

Appleton

- 04/05/2021 - virtual presentation for Girl Scouts and parents, approx. reach 25
- 11/30/2021 – 12/01/2021 - 7 presentations for Wilson Middle School, approx. reach 160
- 12/09/2021 - presentation for Xavier High School, approx. reach 30
- 12/16/2021 - 4 presentations for Foster Elementary School, approx. reach 96 students
- 12/17/2021 - presentation for Columbus Elementary School, approx. reach 25



Kaukauna

- 04/13/2021 - presentation for Girl Scouts, approx. reach 15

Oshkosh

- 9/15/2021 - presentation for Oshkosh North High School 9th – 12th graders, approx. reach 45



Allouez

- 12/21/2021 - 2 presentations for Doty Elementary School, approx. reach 25

Basin-Wide

- 10/12/2021 - virtual presentation for Girl Scouts of the Northwestern Great Lakes, approx. reach 40

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2021 NEWSC EXHIBITING

The following exhibits were coordinated at events in NEWSC communities throughout the Fox-Wolf River Basin. These educational exhibits provided information on watershed basics, water quality, stormwater runoff pollution, floodplains, water quantity issues, green infrastructure, and tips and advice for area residents for reducing and preventing polluted stormwater runoff. Tools used for providing this education include: Ward's Floodplain model, wheel of pollution, stormwater find-it jars, stormwater runoff plinko, the digital and paper watershed pledge, and educational flyers.

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

***If your community had exhibitions in 2021, we recommend tying the exhibiting event in your annual report to a topic identified as discussed in the table above that you did not conduct outreach on in another way. Exhibiting is considered <u>active outreach</u>.**

Town of Black Wolf

- 05/15/2021 - Household Hazardous Waste & E-recycling event, approx. reach 42

Village of Harrison

- 06/09/2021 - Kiwanis Ice Cream, approx. reach 62

City of Appleton

- 07/18/2021 - Appleton Old Card Show & Swap Meet, approx. reach 20



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Village of Bellevue

- 10/16/2021 - Trick or Treat Trail, approx. reach 1400

Town of Fond du Lac

- 10/16/2021 - Fire Department Open House, approx. reach 50





Storm Drain Makeovers (<u>Active Participation</u>)

- 05/22/2021 – **Howard**, Volunteer: Jacob Vandallwyk

Watershed Pledges (Active Participation):

Appleton – 54911
- Cindy Carter, age 50+

Appleton – 54915
- Michelle Wright, age 21-49

Cascade – 53011
- Rhonda Bohrmueller, age 50+

Chilton – 53014
- Sue Vanne, age 50+

Green Bay – 54304
- Leigha Broeren, age 21-49

Hilbert – 54129
- Judy Hartl, age 50+

Kaukauna – 54130
- Steve Bartsch, age 50+
- Tara Erickson-Bartsch, age 50+
- April Spykerman, age 21-49
- Hannah W., age 21-49

Kiel – 53042
- Josh Torrison, age 21-49

Little Chute – 54130
- Emma Bartsch, age 21-49

Neenah – 54956
- Sandy Campbell, age 21-49

Sherwood – 54109
- Jacob Meyer, age 21-49

LINK TO THE WATERSHED PLEDGE ON FWWA.ORG WEBSITE

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Community Presentations (Active Participation):

Basin-Wide
- 03/04/2021 - Fox-Wolf Watershed Conference (chloride monitoring and MS4 reporting)

Brown County
- 03/10/2021 - Volunteer Center of Brown County Workplace Volunteer Council, approx. reach 12

Basin-Wide
- 04/20/2021 - Associated Bank Lunch & Learn virtual presentation (various basin locations), approx. reach 37

Neenah
- 04/22/2021 - Volunteer Fox Cities Mini Cleanup with volunteers in Neenah, approx. reach 25

Winnebago Region
- 04/22/2021 - Brothertown Presentation, Winnebago System, approx. reach 13

Menasha
- 07/15/2021 - Menasha Public Library virtual presentation, approx. reach 8

Appleton
- 09/15/2021 - Community Foundation for the Fox Valley Region in Appleton, approx. reach 20

Kaukauna
- 09/21/2021 - Salt Paddle in Kaukauna (chloride monitoring/runoff issues) approx. reach 8

Oshkosh
- 10/12/2021 - Salt Paddle in Oshkosh (chloride monitoring /runoff issues) approx. reach 12

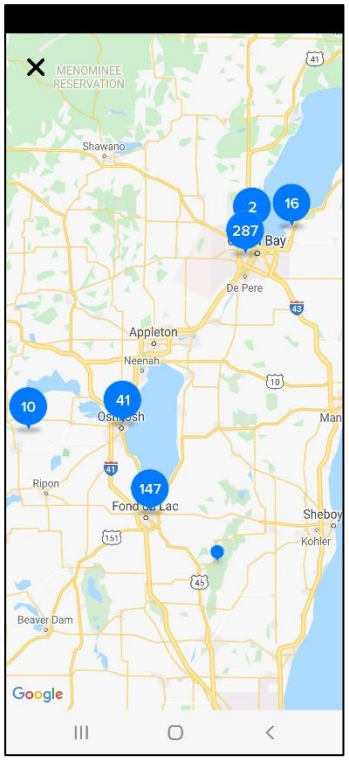
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Mini Cleanups

- 4/22/2021 Earth Day Cleanup at Washington Park in **Neenah**, approx. reach 30 volunteers
- 9/10/2021 **Oshkosh** North High School Communities Classes Day of Service Cleanup, approx. reach 38 volunteers
- 9/18/2021 Rock the Block Cleanup in **New London**, approx. reach 14 volunteers
- 10/20/2021 Company cleanup with Michaels Corp in **Neenah, Menasha, Fox Crossing**, approx. reach 20 volunteers

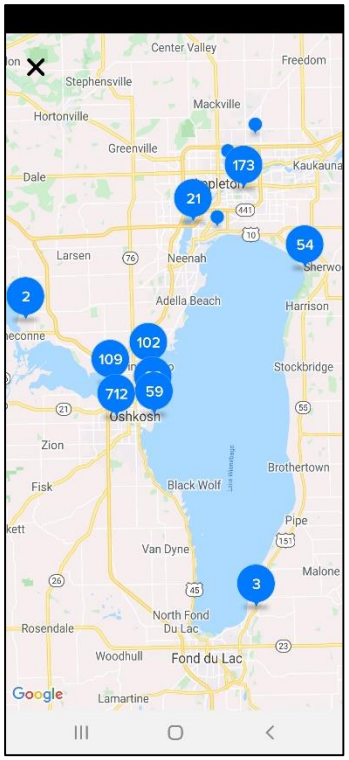
Litterati Cleanup Challenges (Active Participation)

- Spring 2021



- Oshkosh: 41 pieces
- Taycheedah: 38 pieces
- North Fond du Lac: 5 pieces
- Fond du Lac: 82 pieces
- Berlin: 10 pieces
- Town of Scott: 16 pieces
- Howard: 2 pieces
- Hobart: 47 pieces
- De Pere: 59 pieces
- Allouez: 16 pieces
- Green Bay: 211

- Summer 2021



- Oshkosh: 1,044 pieces
- Taychedah: 3 pieces
- Winneconne: 2 pieces
- Sherwood: 54 pieces
- Menasha: 21 pieces
- Appleton: 173 pieces

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Chloride Monitoring (Active Participation, with Documentation):

- 01/06/2021 **Fox Crossing**, 203ppm Cl-
- 01/07/2021 **Fond du Lac** River, 43ppm Cl-
- 01/08/2021 **Menasha** (Oneida St.) 245ppm Cl-
- 01/15/2021 **Menasha** (Oneida St.) 893ppm Cl-
- 01/15/2021 **Menasha** (Lopas Creek), 15ppm Cl-
- 01/21/2021 **Ashwaubenon**, 108ppm Cl-
- 02/26/2021 **Kimberly**, 465ppm Cl-
- 02/26/2021 **Combined Locks**, 465ppm Cl-
- 03/03/2021 **Oshkosh** (Sawyer Creek), 425ppm Cl-
- 03/03/2021 **Oshkosh** (Campbell Creek), 157ppm Cl-

Fall/Winter 2021 Chloride Monitoring: Data and photos can be found on the Google Map

- **Village of Eden**
  - 2 readings
- **City of Fond du Lac**
  - 2 readings
- **City of Oshkosh**
  - 3 readings
- **Town of Algoma**
  - 2 readings
- **Village of Winneconne**
  - 2 readings
- **City of Neenah**
  - 2 readings
- **City of Menasha**
  - 4 readings
- **Village of Fox Crossing**
  - 2 readings
- **Town of Grand Chute**
  - 3 readings
- **City of Appleton**
  - 6 readings
- **Village of Combined Locks**
  - 1 reading
- **City of Kaukauna**
  - 1 reading
- **Village of Wrightstown**
  - 2 readings
- **Village of Ashwaubenon**
  - 1 reading
- **Village of Allouez**
  - 1 reading
- **City of Green Bay**
  - 3 readings
- **Village of Hobart**
  - 2 readings
- **Village of Sherwood**
  - 1 reading
- **Village of Hilbert**
  - 1 readings
- **Town of Center**
  - 1 reading
- **Village of Hortonville**
  - 4 readings

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NEWSC 5 Year Exhibiting Plan

Each year NEWSC will commit to exhibiting at an event on behalf of 20% of our membership, ensuring we exhibit in each member community once during a 5 year permit cycle. *The communities assigned in a given year will be guaranteed a NEWSC presence at a community event during that year, given that the NEWSC member work with the Outreach Coordinator to get the event on the exhibiting calendar by March 30 and work to coordinate with the event host.*

2022	2023	2024
City of Kaukauna	City of Marinette	City of Fond du Lac
Winnebago County	Brown County	City of Two Rivers
Village of Allouez	Village of Ashwaubenon	Outagamie County
Village of Eden	Village of Fox Crossing	City of De Pere
Village of Howard	Village of Kimberly	City of Manitowoc
Village of Sherwood	Village of Suamico	City of Neenah
Town of Buchanan	Town of Clayton	
Town of Friendship	Town of Grand Chute	
Village of Greenville	Town of Ledgeview	
Town of Taycheedah	Village of Combined Locks	
Village of Hobart	Village of Little Chute	
Calumet County	UW Oshkosh	
City of Menasha		

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 event, date of the event and 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. Pay any exhibiting fees (if any) for the event. For most community events, NEWSC members are able to coordinate with event host free exhibit space, if the event chosen does not waive exhibit fees for the community, those fees are the responsibility 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 invites 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.

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Thank You, 2021 Leadership Council Members!

Chair Eric Rakers **(2020-2021)** City of DePere	**Vice-Chair** Heath Kummerow **(2020-2021)** City of Neenah	**Secretary/Treasurer** Brent Jalonen **(2020 - 2021)** Calumet County	**Past-Chair** Danielle Santry **(2020-2021)** Calumet County
Municipal Committee James Rabe **(2019 – 2021)** City of Oshkosh	**General Public Committee** Chris Pagels **(2019 – 2021)** Town of Greenville	**Building & Development Committee** Brad Hartjes **(2021-2023)** raSmith	**Stormwater Quality Management Committee** Chris Murawski **(2020-2022)** Village of Little Chute
Member-at-Large John Neumeier **(2020-2022)** City of Kaukauna	**Member-at-Large** George Dearborn **(2020-2022)** Village of Fox-Crossing	**Member-at-Large** Karen Heyrman **(2018 – 2021)** Town of Grand Chute	

Thank You, 2021 Committee Members!

General Public Committee Chris Pagels – Town of Greenville Dani Santry – Calumet County Andy Maracini – Winnebago County George Dearborn – Village of Fox Crossing Sue Olson – City of Appleton Brian Wayner – Westwood Professional Services	**Municipal Committee** James Rabe – City of Oshkosh Karen Heyrman – Town of Grand Chute Jeff Mazanec – raSmith Scott Ahl – Town of Two Rivers John Neumeier – City of Kaukauna Sue Olson – City of Appleton	**Stormwater Quality Management Committee** Chris Murawski – Village of Little Chute George Dearborn – Village of Fox Crossing Paul Willis – Mead & Hunt Abby Maslanka – Martenson & Eisele Justin Keen – Cedar Corporation Rich Heath – Town of Algoma	**Building & Development Committee** Brad Hartjes – raSmith Nick Waldschmidt – City of Fond du Lac Brent Jalonen – Calumet County Patrick Kuehl – Robert E. Lee Chad VandenLangenberg – Outagamie County Katie Buchalski – Ruekert-Mielke

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-17 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2022 Construction Materials Testing).**

The Board of Public Works at the March 7, 2022 meeting approved the quote for 2022 Materials Testing from Bay Area Testing and Consulting, LLC estimated at $37,550 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-17 (PDF)
- BATC (2022 Materials Testing)3-2-22-189-002-16 (PDF)
- Exhibit A-Materials Testing-Soil Boring Contractor Agreement(PDF)
- Exhibit B-BATC, LLC-Materials Testing (PDF)
- 2022 0307 CI_BOPW_Materials_Testing (PDF)
- 2022 0117 CE_PSI 2022 Proposal (PDF)
- 2022 0307 CI_2022_Materials_Testing_Comparison (PDF)
- 2022 0118 CE AET 2022 Proposal (PDF)
- 2022 0118 CE_ECS_2022 Proposal (PDF)

RESOLUTION #22-17

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2022 Construction Materials Testing)

WHEREAS, the City is in need of construction materials testing services for its 2022 construction projects; and

WHEREAS, Bay Area Testing & Consulting, LLC has available and offers to provide personnel, equipment and professional assistance necessary to accomplish the testing services within the required timeframe; 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 hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Bay Area Testing & Consulting, LLC (2022 Construction Materials Testing) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/07/2022

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC (2022 Construction Materials Testing)

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Bay Area Testing & Consulting, LLC, a Wisconsin limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform construction materials testing for its 2022 construction projects as described in the City's Request for Proposals for Geotechnical Services, attached hereto and incorporated as Exhibit A. 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 such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

II. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit B based upon unit prices, to be invoiced on a monthly basis. Invoices shall include an itemization of charges. Payment to the Contractor is due upon receipt of an invoice by the City; however, no more than one invoice per month shall be submitted. Compensation for special services shall be as agreed upon by the City and Contractor and set forth in the written authorization for special services.

III. INSURANCE

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

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

2. Automobile Liability

(A) Coverages must include the following extensions:
Comprehensive Form
(1) All Owned Autos
(2) All Hired Autos
(3) All Non-Owned Autos
(4) Mobile Equipment
(5) Specialized Equipment
(6) Contractual Liability
(7) Uninsured Motorists to Limit of Policy
(8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

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

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

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

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

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

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

5. RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such

purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

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

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the

date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:	If to Contractor:
City of De Pere	Bay Area Testing & Consulting, LLC
Attention: Director of Public Works	Attention: Jacob P. Franzmeier, P.E.
925 South Sixth Street	3125 South Birch Road, Suite B
De Pere, WI 54115	Suamico, WI 54173

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

BAY AREA TESTING & CONSULTING, LLC
By:

Jacob P. Franzmeier, P.E., Owner
Geotechnical Engineer

Lynn A. Franzmeier, Member/Owner

CITY OF DE PERE
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

Judith Schmidt-Lehman, City Attorney
J:\Law\Agreements\2021\Contractor Agreement-BATC(2022 Materials Testing)3-2-22-189-002-16.docx

Request for Proposals
For
Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2022 construction materials consulting.

Your proposal must be submitted to our office by Tuesday, January 18, 2022 at 3:00 p.m. Proposals can be submitted via mail or e-mail to Eric Rakers at 925 S. Sixth Street, De Pere, WI 54115 or erakers@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2022 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials and soil testing services and the soil boring services to separate firms.

SCOPE OF SERVICES:

Construction materials and soils testing services shall include, but are not limited to:

1. Earthwork Testing
2. Subgrade Compaction
3. Trench Compaction
4. Crushed Aggregate Base Course Testing (Material and Compaction)
5. Asphaltic Concrete Pavement Testing (Samples and Compaction)
6. Concrete Testing
7. Soil Borings
8. Field Observation Related to Soil and/or Construction Conditions

SCHEDULING:

The City will request services throughout the year. Generally, the City will give a 24 hour notice prior to needing service; however the City reserves the right for shorter notices.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers

compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.
The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

The proposed fee schedule shall be submitted on the attached form. Estimated hours and testing quantities are based off of similar construction year totals.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Any account fee set-up charges shall be considered incidental to the items listed in the fee schedule attached with this agreement.

DELIVERY:

E-mail, in pdf format, copies of test results specific for each project to the City Engineer. Hard copies will not need to be provided. Report all failed test results by telephone to the project inspector within 24 hours of any failed test.

Provide four (4) hard copies for each soil boring report to the City.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each project.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10		
Project Engineer	HR	10		
Staff Engineer	HR	50		
Field Technician				
Senior Technician	HR	50		
Technician	HR	400		
Clerical	HR	50		
Mileage	MI	5,000		
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1		
Modified Proctor	EA	10		
Concrete Compression Test (Cylinder by Company)	EA	500		
Concrete Compression Test (Cylinder by City)	EA	10		
Handling of Backup Cylinders	EA	160		
Aggregate Sieve Analysis	EA	10		
Atterberg Limits	EA	1		
Permeability, Granular Soils	EA	1		
Permeability, Cohesive Soils	EA	1		
Field Technician Services				
Sample Pickup	EA	1		
Nuclear Density Gauge	½ DAY	100		
Nuclear Density Gauge	DAY	5		

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5		
Soil Boring	VF	150		
Report	EA	1		

Bay Area Testing & Consulting, LLC

PROJECT:

REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2022 CONSTRUCTION
CITY OF DE PERE, WISCONSIN

CLIENT:

MR. ERIC RAKERS, P.E.
CITY ENGINEER

DATE:

JANUARY 3, 2022

Bay Area Testing & Consulting, LLC

3125 Birch Road, Suite B
Suamico, WI 54173
Telephone: 920/660-5246
Fax: 920/544-9693

January 3, 2022

Mr. Eric Rakers, P.E.
City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2022 Construction
City of De Pere, Wisconsin

Mr. Rakers,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2022 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted an electronic copy of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

Jacob P. Franzmeier, P.E.
Owner / Geotechnical Engineer

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2022 CONSTRUCTION
CITY OF DE PERE

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1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2022 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC
3125 Birch Road, Suite B
Suamico, WI 54173
Phone: 920-660-5246
Fax: 920-544-9693
Email: jake@bayareatesting.com

I, Jacob P. Franzmeier, am authorized to represent Bay Area Testing & Consulting, LLC.

_____ 1/3/2022

Jacob P. Franzmeier, P.E.
Owner / Geotechnical Engineer

Date

1.2 Statement of Qualifications

In December, 2010, BATC was established in Green Bay, Wisconsin, to provide independent construction materials testing for various private, commercial, and municipal projects, along with Wisconsin Department of Transportation (WisDOT) projects. BATC is currently on the WisDOT list of qualified laboratories for concrete, soil, aggregate, and asphalt testing. BATC also participates in the AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program for Coarse Aggregate. Since our staff has a wide variety of experience on projects throughout the state, our extensive knowledge and experience in soil, concrete, and asphalt field and laboratory testing results in exceptional quality control.

Further, our company goal is to provide accurate, detailed, and repeatable quality control results in a timely manner. Since all of our staff members have both extensive field and laboratory experience, we maintain that our test results are done both precisely and promptly, no matter who performs the testing, saving our clients both time and money.

All of our staff members are certified at different levels based on their experience and capabilities. Further, as an organization, we currently have certified personnel through the American Concrete Institute, the Wisconsin Department of Transportation Highway Technician Certification Program, and Troxler Laboratories. The following list contains the certifications and qualifications BATC employees currently maintain:

- Wisconsin DOT Certified PCC Technician – Level II
- Wisconsin DOT Certified PCC Technician – Level I
- Wisconsin DOT Certified ATTS Technician
- Wisconsin DOT Certified Aggregate Technician – Level I
- Wisconsin DOT Certified Grading Technician
- Wisconsin DOT Certified Aggregate Sampling Technician
- Wisconsin DOT Certified Concrete Strength Tester
- Wisconsin DOT Certified Nuclear Density Technician
- Wisconsin DOT Certified Asphalt Technician – Level ITP
- ACI Concrete Field Technician – Level I
- Soil Moisture/Density Operator – Troxler Electronics Labs, Inc.

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an "as-needed" basis for the 2022 construction season under a fixed fee, open-ended contract. Our understanding of the scope of services includes but is not limited to the following:

- Earthwork Testing
- Subgrade Compaction
- Trench Compaction
- Crushed Aggregate Base Course Testing (Material and Compaction)
- Asphaltic Concrete Pavement Testing (Samples and Compaction)
- Concrete Testing
- Soil Borings
- Field Observation Related to Soil and/or Construction Conditions

BATC understands that the City of De Pere would like a firm that can provide the above listed scope of services in a timely and professional manner in compliance with industry standards, by certified technicians and engineers under the direct supervision of a Professional Engineer, licensed in the State of Wisconsin. Most test results will be submitted to the City within 24 hours, unless a further detailed analysis is needed to provide a more cost effective solution to the problem. All reports will be submitted in PDF format and paper copies will be provided, if requested.

2.1 Overview of Construction Materials Testing

BATC will provide construction materials field testing for the 2022 City of De Pere contract. BATC will be responsible for the concrete testing, soil and aggregate laboratory testing, soil and asphalt density testing, and asphalt sampling, as well as construction inspections and observations upon the City's request. For this contract, BATC will utilize subcontract services for some of the specialty laboratory testing services, if needed.

Some of the laboratory services that can be provided are: washed and unwashed sieve analysis, standard and modified proctors, Atterberg Limits, hydrometer testing, double hydrometer testing, percent material finer than the #200 sieve testing, fractured face count of coarse aggregate, specific gravity of fine and coarse aggregates, L.A. Abrasion, freeze-thaw soundness, sodium sulfate soundness, lightweight particles, organic content, organic impurities testing, compressive strength of concrete, mortar, and grout, flexural and splitting tensile strength of concrete, asphalt extraction and gradation including asphalt content, and determination of theoretical maximum density of bituminous concrete.

Some of the field testing services that can be provided are: slump, air content, temperature, unit weight, and yield of plastic concrete; soil bearing capacity verification; proof-rolling observations of subgrade soils; nuclear density testing of soil, base aggregate, and asphalt; concrete and asphalt coring and analysis; rebar inspection; mortar and grout testing; and concrete batch plant inspections, if requested.

The list of laboratory and field testing services that BATC listed above is not a complete list of tests that could be performed. As demand increases for a particular testing procedure, and as our company continues to grow, BATC evaluates our services on a case by case basis and determines whether or not to expand our services to meet the demand of the requested testing procedure.

2.2 City of De Pere Materials Testing Scope of Services

Prior to the start of each project for the City, BATC would like to obtain any available project plans and specifications, if allowed by the City contracts. If available, these plans and specifications can be submitted to us electronically. We have found with working in municipalities over the years, it is convenient for the field technicians to have project plans in case a situation arises wherein a City of De Pere inspector is not able to be on-site. During the peak of the construction season, we request a 24 hour courtesy call prior to on-site testing but in reality, we can typically make it on-site within 4 hours of being notified, and more times than not, sooner than 4 hours. BATC takes pride in reliable and timely service to our clients.

2.2.1 Earthwork, Subgrade and Trench Compaction, and Crushed Aggregate Base Course Testing Services

BATC field staff will provide base aggregate and soil sampling and testing, as requested, on projects throughout the City of De Pere. We will either obtain samples on-site after the material is delivered to the construction site or stockpiled on-site, or we will obtain samples from the pit or quarry using proper sampling methods. Further, we will provide test results for sieve analyses and proctor tests on granular soils typically within 24 hours of obtaining samples. However, when cohesive soils will be utilized for backfilling utility trenches or used for pond liners, proctor test results will typically be available within 36 hours of obtaining the sample because of the additional preparation time needed for cohesive soils.

After the completion of the laboratory testing and approval of the source by the City of De Pere, BATC will provide nuclear density testing on sub-base and base course, trench backfill, and/or structural fill materials. BATC will immediately notify the City of De Pere inspector of all test results before leaving the jobsite. If the inspector cannot be found on-site or by telephone, the City Project Manager will be notified prior to the technician's departure from the jobsite. Test results for compaction testing will be sent to the City of De Pere within 24 hours of our return to the laboratory.

2.2.2 Asphaltic Concrete Pavement Testing Services

During paving operations, BATC staff will provide on-site asphalt density testing and asphalt sampling on an as requested basis. Sampling of asphalt pavement may occur on-site or at the asphalt plant either by our qualified staff or the asphalt suppliers' staff, depending on the asphalt suppliers' insurance and liability restrictions. In either case, BATC personnel will be present during the sampling of the asphalt to ensure proper sampling techniques are followed. We typically require a 12 hour notice for any field sampling and testing, but will try to accommodate the schedule of either the City or asphalt paving contractor with a notice of 4 hours.

After sampling, BATC personnel will return the asphalt sample to our laboratory to perform testing. We are capable and our laboratory is certified to perform asphalt extraction and gradation analysis, including asphalt content, and theoretical maximum density of bituminous pavement. If further analysis is needed, such as determining the bulk density by use of gyratory compaction methods in the laboratory, we may have to employ a subcontractor to perform these services. However, we can determine bulk specific gravity of in-place compacted asphalt pavement from core samples from the roadway during construction, if needed. Test results for asphalt density testing will be provided within 48 hours of receiving the sample. Asphalt extraction and gradation and theoretical maximum density determination laboratory asphalt testing will be provided within 36 hours of receiving the sample.

2.2.3 Concrete Testing Services

Based on our past experience working with the City of De Pere, typically concrete testing and cylinders would be cast by BATC, but some may be cast by City of De Pere inspectors. When providing concrete testing services, BATC will conduct slump, air content, and temperature tests, and cast four (4) standard 6" x 12" concrete cylinders, unless directed otherwise. BATC will typically pick-up cylinders within 24 hours of cylinders being cast, but in no case will cylinders be in the field longer than 48 hours. We understand that the most critical time period for cylinders is within the first 48 hours of curing in the field. Therefore, we will do our best to

ensure all cylinders cast by BATC and the City of De Pere inspectors cure at the proper initial curing temperature and record maximum/minimum temperatures upon pick-up of the cylinder sets. If we notice that cylinders are curing too hot or too cold during the initial cure, we will immediately contact the City Project Manager and discuss methods to ensure proper curing methods. Test results for field testing will be reported to the City Inspector immediately after testing, with a written report sent to the City typically within 24 hours of testing. Compressive strength testing will be conducted at 7 and 28 days and reports will be sent to the City usually within 24 hours after the testing is completed. However, if concrete compressive strength does not meet the required 7-day or 28-day strength, BATC will immediately contact the City Project Manager to discuss the next course of action.

2.2.4 Soil Borings

Since we currently do not conduct or subcontract drilling services to provide soil borings, we will not be providing a price for the soil boring portion of this contract. However, in the future, we may provide prices for soil borings, if requested, on a case-by-case basis.

2.2.5 Construction Inspection and Observations

BATC will provide construction inspection and/or observations on an as requested basis throughout the 2022 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the necessary field and laboratory testing to fulfill the intention of the specifications or

recommendations.

For structural concrete observations before and at the completion of concrete pours, BATC will provide documentation that the number, size, splice lengths and locations, and clear cover of the reinforcement steel match the reinforcement schedule prior to placement of concrete. If there is a deficiency in the reinforcement steel, BATC will immediately contact the project inspector or project engineer and the issue will be resolved prior to the placement of concrete. Further, if requested, BATC will also document the placement, orientation, and location of any structural bolt settings in accordance with the structural drawings. Also, BATC will ensure concrete placement is done in conformance with the most recent ACI and ASTM procedures for form work, perform mix design reviews, and review and recommend proper consolidation and curing techniques. Construction Inspection and/or Observation written reports will be available to the City within 48 hours of our return to the laboratory.

BATC can also provide concrete batch plant inspections, if requested by the City. BATC would travel to the concrete batch plant, perform the inspections in accordance with ACI 311.5 and document any deficiencies with the batch plant. These deficiencies would be documented during the inspection process and verbally reported to the City immediately following the inspection. The batch plant inspection report would be available to the City in writing within 24 hours of the completion of the inspection.

2.2.6 Additional Field and Laboratory Testing

BATC is capable and certified to perform a wide variety of specialty testing not typically requested on projects. Further, additional services include masonry testing and observations, sprayed applied fire-proofing testing, caisson inspections, moisture-vapor transmission testing, concrete and asphalt coring for thickness, concrete distress evaluations, smoke pencil testing of exterior building wall coverings, flexural and splitting tensile strength of concrete specimens, double hydrometer testing, and flat and/or elongated particle testing. Depending on what the circumstances are regarding the additional services, we will be able to perform the above testing

on an as-requested basis.

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, P.E.
Professional Engineer/Staff Engineer/Field Operations Manager/Chief Quality Control Officer

Jacob will be the primary contact for the construction materials testing services for this contract. Jacob has over 15 years of experience in construction materials testing, site recommendations and trouble shooting, and geotechnical engineering. Jacob is the Field Operations Manager/Lab Supervisor of BATC. His duties include overseeing all operations of BATC from scheduling technicians to reviewing field reports. He is also BATC's Radiation Safety Officer and Chief Quality Control Officer for the WisDOT Laboratory Certification. Jacob will be the direct contact for this contract and will be coordinating the material testing, including concrete, asphalt, soil, base aggregate, and any other testing services needed for the City contract. He will also be attending all meetings that require our attendance as requested by the City. Further, he will also conduct field work involving engineering recommendations and inspections, and on occasion field materials testing, if needed or if immediate testing is requested by the City. Jacob is licensed in the State of Wisconsin as a Professional Engineer.

Henry P. Koch, CET
Senior Engineering Technician

Henry has over 25 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Austin Dier, CET
Senior Engineering Technician

Austin has over 9 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

Ethan Bornick, CET
Senior Engineering Technician

Ethan has over 9 years of experience as both a field and laboratory technician. His field experience includes soil subgrade bearing capacity verification, proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Ethan is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

Depending on the schedule for the day and the complexity of the City project, any of the above staff may be sent to the projects. However, a majority of the field testing will be performed by either a Senior Engineering Technician or an Engineering Technician. Further, if the project is complex and requires more extensive testing and observations, either a Senior Engineering Technician or a Staff Engineer would be scheduled to the project because of their experience. If a project would require a recommendation regarding either an alternative construction method or a change in design, a Staff Engineer or a Professional Engineer would be scheduled for that particular case. Only in cases in which the City would need an immediate response to a project, any of the staff personnel could be scheduled to that project to ensure that the required testing is performed, especially if the testing is critical to the project schedule.

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

We understand in some cases project plans change and a quick response is required with very little notice. With our past experience on similar projects, especially working with time critical concrete pours, such as with the Wisconsin Department of Transportation, we recognize that at times the City of De Pere will need an immediate response. As stated previously, BATC takes pride in reliable and timely service. For instance, the office phone is always with the owner and field coordinator, Mr. Franzmeier, day and night, weekdays, and on the weekends. All phone calls for BATC run through one point of contact, ensuring that all scheduling gets to the technicians as quickly and efficiently as possible. If a situation would arise that requires immediate testing in the City of De Pere, a BATC staff member will almost always be there when needed or within a reasonable time limit, day or night, if requested. Also, based on previous year's project locations, we generally have multiple projects in or near the City of De Pere. With this many projects in the area, we will have more flexibility with our schedule and a more timely response if something is not scheduled and work needs to be performed. Typically, if Saturday work is expected for an upcoming weekend, we would ask to have a curtesy call prior to Friday to inform us. We understand that sometimes weekend work is unexpected and is usually last minute scheduling by the contractor, which we can typically accommodate.

4.2 BATC Approach

BATC's primary goal is to provide affordable quality control while emphasizing safety and team work. We have experience in almost all facets of the construction project, from soil assessments in the geotechnical phase to inspecting and testing construction materials during the construction phase. BATC, as a part of your construction team, is committed to the success of your projects. One of our goals as a smaller company is to achieve exceptional quality control on each project to ensure our client's satisfaction. We will assist both the project engineer and project inspector

in the scheduling and management of the quality control by being proactive and we will be available anytime for questions you may have before, during, and after the completion of the project. Our success depends on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

5.0 PREVIOUS PROJECTS

BATC has performed construction materials testing on a wide variety of projects throughout the state in recent years. The following is a list of recent projects of similar nature that BATC was contracted to perform, a brief description of the services performed, and references for each of the contracts:

- 2011, 2016, 2019, 2020, and 2021 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin
  BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.
  Contracting Party: City of De Pere
  Project Contact: Chase K. Kuffel
  Contact Number: 920-339-4060
- Titletown Development Phase I and Phase II, Green Bay, Wisconsin
  BATC is currently performing all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, fireproofing inspections, and construction observations.
  Contracting Party: Sterling Development Group
  Project Contact: Adam Bickoff
  Contact Number: 201-207-9205

- Titletown – Bellin Clinic, Ashwaubenon, Wisconsin
  BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
  Contracting Party: Miron Construction Company
  Project Contact: Chad Theilman
  Contact Number: 920-585-3780

- City of Kaukauna – Project 1-17, 1-18, 1-19, 1-20, 1-21 Kaukauna, Wisconsin
  BATC performed the construction materials testing contract for the City of Kaukauna Projects, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.
  Contracting Party: Vinton Construction Company
  Project Contact: Ron Raboine
  Contact Number: 920-682-0375

- Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin
  BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.
  Contracting Party: Peters Concrete Company
  Project Contact: Brian Bartels
  Contact Number: 920-494-3700

- Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin
  BATC performed all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
  Contracting Party: Aurora Baycare Medical Center
  Project Contact: Barbara Johnson
  Contact Number: 920-288-4033

- Agropur Expansion and Renovations, Luxemburg and Weyauwega, Wisconsin
  BATC performed all inspections and testing for the general contractor on the cheese plant expansions and renovations including building additions, parking lot expansions, and wastewater treatment plant construction including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing.
  Contracting Party: Miron Construction Company
  Project Contact: Chad Theilman
  Contact Number: 920-585-3780

- Belmark Building Additions and Expansions on Multiple Buildings, De Pere, Wisconsin
  BATC performed all inspections and testing for the general contractor on multiple building and parking lot expansions to the plant including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
  Contracting Party: The Boldt Company
  Project Contact: Tony Meeuwsen
  Contact Number: 920-450-3255

- Appleton Medical Center Hybrid OR Expansion, Appleton, Wisconsin
  BATC performed all inspections and testing for the general contractor on a hospital building expansion including, but not limited to: soil subgrade bearing capacity verification, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, sprayed applied fireproof testing, reinforcing steel observations, and construction observations.
  Contracting Party: The Boldt Company
  Project Contact: Matt Peterson
  Contact Number: 920-225-6259

- Wrightstown Water Transmission Main Project, Brown County, Wisconsin
  BATC performed testing for the general contractor on a water transmission main project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
  Contracting Party: Carl Bowers and Sons Construction
  Project Contact: Bill Bowers
  Contact Number: 920-419-4950

- Aldon Station Infrastructure Construction, Village of Ashwaubenon, Wisconsin
  BATC performed testing for the general contractor on a mass fill / utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
  Contracting Party: Riverview Construction
  Project Contact: Matt Athey
  Contact Number: 920-609-1025

- 2021 Water and Sewer Construction, Village of Fox Crossing, Wisconsin
  BATC performed testing for the general contractor on a large utility construction project including, but not limited to: soil compaction testing, and soil laboratory testing.
  Contracting Party: David Tenor Corporation
  Project Contact: Dave Tenor
  Contact Number: 920-360-9246

6.0 SUPPLEMENTAL FEE SCHEDULE

BATC FEE SCHEDULE 2022

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	$60.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	$120.00/Each
3.	Moisture Content of Soils (ASTM D2216)	$10.00/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	$45.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	$50.00/Each
6.	Standard Proctor Test (ASTM D698)	$115.00/Each
7.	Modified Proctor Test (ASTM D1557)	$120.00/Each
8.	Hydrometer Test (ASTM D422)	$90.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	$190.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	$250.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	$275.00/Each
12.	Organic Content of Soils (D2974)	$45.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	$40.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	$30.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	$40.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	$150.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	$270.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	$270.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	$70.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	$80.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	$70.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	$160.00/Test
23.	Visual Examination of Chert in Aggregate	$30.00/Test

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	$100.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	$14.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	$44.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	$22.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	$7.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	$20.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	$10.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	$10.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	$50.00/Each
35.	Case of Cylinder Molds	$45.00/Case
36.	Mileage	$0.40/Mile
37.	Nuclear Gauge Rental	$20.00/½ day: $40.00/day
38.	Cone Penetrometer Rental	$20.00/½ day: $35.00/day
39.	Coring Equipment Rental	$150.00/½day:$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	$20.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	$50.00/Trip

Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	$65.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	$65.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	$45.00/hour
45.	Austin Dier, CET, Senior Engineer Technician	$45.00/hour
46.	Ethan Bornick, CET, Senior Engineer Technician	$45.00/hour
47.	Engineer Technician	$35.00/hour
48.	Engineering Technician, Intern / Coop	$35.00/hour
49.	Administrative Assistant	$35.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2022 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

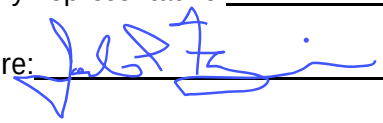
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC.

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10	$65.00	$650.00
Project Engineer	HR	10	$65.00	$650.00
Staff Engineer	HR	50	$65.00	$3,250.00
Field Technician				
Senior Technician	HR	50	$45.00	$2,250.00
Technician	HR	400	$35.00	$14,000.00
Clerical	HR	50	$35.00	$1,750.00
Mileage	MI	5,000	$0.40	$2,000.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	16		
Laboratory Testing Services				
Standard Proctor	EA	1	$115.00	$115.00
Modified Proctor	EA	10	$120.00	$1,200.00
Concrete Compression Test (Cylinder by Company)	EA	500	$14.00	$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	$14.00	$140.00
Handling of Backup Cylinders	EA	160	$7.00	$1,120.00
Aggregate Sieve Analysis	EA	10	$60.00	$600.00
Atterberg Limits	EA	1	$50.00	$50.00
Permeability, Granular Soils	EA	1	$250.00	$250.00
Permeability, Cohesive Soils	EA	1	$275.00	$275.00
Field Technician Services				
Sample Pickup	EA	1	$50.00	$50.00
Nuclear Density Gauge	½ DAY	100	$20.00	$2,000.00
Nuclear Density Gauge	DAY	5	$40.00	$200.00

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5	N/A	N/A
Soil Boring	VF	150	N/A	N/A
Report	EA	1	N/A	N/A

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 7, 2022

RE: **Consideration and possible action on Quotes for 2022 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2022 construction projects. The total cost of this work was estimated using previous quantities as follows:

Materials Testing	Estimate
BATC	$37,550.00
PSI	$40,342.00
ECS	$44,215.00
AET	$52,575.00

Soil Boring	Estimate
PSI	$5,592.50
ECS	$5,850.00
AET	$6,300.00

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at $37,550.00 and the quote from Professional Service Industries, Inc (PSI) for soil borings estimated at $5,592.50. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2022 0307 CI 2022 Materials Testing Comparison (PDF)
2022 0103 CE BATC 2022 Proposal (PDF)
2022 0117 CE PSI 2022 Proposal (PDF)
2022 0118 CE AET 2022 Proposal (PDF)
2022 0118 CE ECS 2022 Proposal (PDF)

Professional Service Industries, Inc.
3009 Vandenbroek Road
Kaukauna, Wisconsin 54130
Phone: (920)-735-1200

Mr. Eric Rakers, P.E.
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

Re: Proposal for Construction Material Testing Services
Proposed Soil Testing Services – 2022 Construction
De Pere, Wisconsin

Dear Mr. Rakers:

In accordance with your request, Professional Service Industries, Inc. (PSI), an Intertek Company, is pleased to submit this proposal for providing construction materials testing services for the above referenced project. The purpose of the services will be to perform construction observations and materials testing, as part of a generalized evaluation of compliance with the project specifications, within the limitations of the authorized scope of our work. A brief description of our understanding of the project, scope of proposed work to be provided, proposed method of performance and fee is included in the following paragraphs.

Project Description

It is understood that the 2022 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction.in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

PSI can provide the following construction monitoring and testing services, when scheduled by your personnel:

Earthwork

- Observe site stripping to document that unsuitable fills, organic soils and existing building foundations, walls and slabs are removed and that exposed subgrades are suitable for placement of new fill or subbase materials.

- Perform moisture-density relationship testing in accordance with ASTM D698 (Standard Proctor) or ASTM D1557 (Modified Proctor) in order to determine the Proctor maximum dry density and optimum moisture content.
- Document in-place density of compacted fill soils in accordance with ASTM D2922 at the frequencies described in the project documents.

Concrete Observations and Testing

- Perform and document slump testing in accordance with ASTM C143 at the point of discharge for each set of cylinders taken.
- Perform and document air content testing in accordance with ASTM C231 for regular weight concrete.
- Record concrete and air temperature at the time cylinders are taken.
- Cast, cure and test cylinders in accordance with project specifications.
- Transport laboratory cured cylinders to our facilities to be placed in our curing tanks within 24 to 48 hours of casting.

Fees

Professional Service Industries, Inc. proposes to provide the above referenced services on a unit rate basis in accordance with the PSI's Standard Fee Schedule, and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. PSI's fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. We request that the field services be scheduled at least 24 hours in advance.

Closing

If this proposal is acceptable, please sign and return one (1) copy of this proposal to PSI. We also ask that you complete and return the attached Project Data Sheet so that we can properly establish your file. **PSI can proceed with services immediately; however, all reports will be withheld until we have received written authorization to proceed and a completed copy of the attached project data sheet.**

PSI appreciates the opportunity to offer its services to your project and looks forward to being of service to you. Meanwhile, if you have any questions or require additional information, please contact our office at (920) 735-1200.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy
Patrick Bray
Branch Manager

Attachments: Proposal Acceptance Form
City of De Pere Fee Schedule
General Conditions

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ **DAY OF** _____ **, 2022**

BY *(please print)*: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Distribution of Reports:

Name	Email Address	Report Type				
		Soils/ Foundation	Reinforcing Steel	Concrete	Structural Steel	Misc.

7. Invoicing Address: _____
_____
_____
Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:
_____

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandenbroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: Patrick Bray

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10	$75.00	$750.00
Project Engineer	HR	10	$75.00	$750.00
Staff Engineer	HR	50	$75.00	$3,750.00
Field Technician				
Senior Technician	HR	50	$42.00	$2,100.00
Technician	HR	400	$37.00	$14,800.00
Clerical	HR	50	$25.00	$1,250.00
Mileage	MI	5,000	$0.50	$2,500.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1	$125.00	$125.00
Modified Proctor	EA	10	$150.00	$1,500.00
Concrete Compression Test (Cylinder by Company)	EA	500	$14.00	$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	$14.00	$140.00
Handling of Backup Cylinders	EA	160	$14.00	$2,240.00
Aggregate Sieve Analysis	EA	10	$50.00	$500.00
Atterberg Limits	EA	1	$75.00	$75.00
Permeability, Granular Soils	EA	1	$275.00	$275.00
Permeability, Cohesive Soils	EA	1	$350.00	$350.00
Field Technician Services				
Sample Pickup	EA	1	$37.00	$37.00
Nuclear Density Gauge	½ DAY	100	$20.00	$2,000.00
Nuclear Density Gauge	DAY	5	$40.00	$200.00

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5	$500.00	$2,500.00
Soil Boring	VF	150	$13.95	$2,092.50
Report	EA	1	$1,000.00	$1,000.00

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.

3. PREVAILING WAGES: This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

4. SCHEDULING OF WORK: The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.

5. ACCESS TO SITE: Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.

6. CLIENT'S DUTY TO NOTIFY ENGINEER: Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.

7. RESPONSIBILITY: PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.

8. SAMPLE DISPOSAL: Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.

9. PAYMENT: The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON P SI' S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO $25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PS I' S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF C LI E N T' S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PS I' S LIABILITY TO $250,000.00 OR THE AMOUNT OF P SI' S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR P SI' S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTOR NEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO P S I'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. INDEMNITY: Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

13. EMPLOYEES/WITNESS FEES: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI and shall pay PSI an amount equal to one- half of the employee's annualized salary, without PSI waiving other remedies it may have.

14. FIDUCIARY: PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship
between PSI and any other party.

15. RECORDING: Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.

16. CHOICE OF LAW AND EXCLUSIVE VENUE: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.

17. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken, and the remaining provisions shall be enforceable.

18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Item	Unit	2022 Est. Amount	BATC		PSI		AET		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services										
Project Manager	Per hour	10.00	$65.00	$650.00	$75.00	$750.00	$90.00	$900.00	$95.00	$950.00
Project Engineer	Per hour	10.00	$65.00	$650.00	$75.00	$750.00	$90.00	$900.00	$125.00	$1,250.00
Staff Engineer	Per hour	50.00	$65.00	$3,250.00	$75.00	$3,750.00	$90.00	$4,500.00	$65.00	$3,250.00
Field Technician										
Senior Technician	Per hour	50.00	$45.00	$2,250.00	$42.00	$2,100.00	$65.00	$3,250.00	$50.00	$2,500.00
Technician	Per hour	400.00	$35.00	$14,000.00	$37.00	$14,800.00	$55.00	$22,000.00	$45.00	$18,000.00
Clerical	Per hour	50.00	$35.00	$1,750.00	$25.00	$1,250.00	$40.00	$2,000.00	$35.00	$1,750.00
Mileage	Per mile	5000.00	$0.40	$2,000.00	$0.50	$2,500.00	$0.70	$3,500.00	$0.65	$3,250.00
Laboratory Testing Services										
Standard Proctor	Per each	1.00	$115.00	$115.00	$125.00	$125.00	$115.00	$115.00	$130.00	$130.00
Modified Proctor	Per each	10.00	$120.00	$1,200.00	$150.00	$1,500.00	$140.00	$1,400.00	$150.00	$1,500.00
Concrete Compression Test (Cylinder by Company)	Per each	500.00	$14.00	$7,000.00	$14.00	$7,000.00	$15.00	$7,500.00	$13.00	$6,500.00
Concrete Compression Test (Cylinder by City)	Per each	10.00	$14.00	$140.00	$14.00	$140.00	$15.00	$150.00	$23.00	$230.00
Handling of Backup Cylinders	Per each	160.00	$7.00	$1,120.00	$14.00	$2,240.00	$15.00	$2,400.00	$5.00	$800.00
Aggregate Sieve Analysis	Per each	10.00	$60.00	$600.00	$50.00	$500.00	$90.00	$900.00	$70.00	$700.00
Atterberg Limits	Per each	1.00	$50.00	$50.00	$75.00	$75.00	$90.00	$90.00	$65.00	$65.00
Permeability, Granular Soils	Per each	1.00	$250.00	$250.00	$275.00	$275.00	$290.00	$290.00	$275.00	$275.00
Permeability, Cohesive Soils	Per each	1.00	$275.00	$275.00	$350.00	$350.00	$425.00	$425.00	$300.00	$300.00
Field Technician Services										
Sample Pickup	Per each	1.00	$50.00	$50.00	$37.00	$37.00	$55.00	$55.00	$15.00	$15.00
Nuclear Density Gauge	Per ½ day	100.00	$20.00	$2,000.00	$20.00	$2,000.00	$20.00	$2,000.00	$25.00	$2,500.00
Nuclear Density Gauge	Per day	5.00	$40.00	$200.00	$40.00	$200.00	$40.00	$200.00	$50.00	$250.00
MATERIAL TESTING TOTAL COST				**$37,550.00**		**$40,342.00**		**$52,575.00**		**$44,215.00**
Soil Boring		**2022 Est.**								
Mobilization	Per each	5.00			$500.00	$2,500.00	$500.00	$2,500.00	$400.00	$2,000.00
Soil Boring	VF	150.00			$13.95	$2,092.50	$18.00	$2,700.00	$17.00	$2,550.00
Report	Per each	1.00			$1,000.00	$1,000.00	$1,100.00	$1,100.00	$1,300.00	$1,300.00
						$5,592.50		**$6,300.00**		**$5,850.00**

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

January 18, 2022

Mr. Eric Rackers, P.E.
City Engineer, City of De Pere

City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

RE: Proposal for Geotechnical Services/Construction Materials Consulting
2022 Construction Season
City of De Pere

Dear Mr. Rackers:

On behalf of American Engineering Testing Inc. (AET) we are pleased to submit our proposal for geotechnical services and construction materials consulting for 2022. We are submitting the proposal in response to your Request for Proposal dated December 28, 2021.

Our project team strives to function as an extension of our clients through close cooperation and understanding of their specific needs and objectives. Our staff will work closely with you over the next year to assist the City in meeting your objectives and goals regarding construction materials and geotechnical services.

We look forward to providing consulting services to you.

Sincerely,
American Engineering Testing, Inc.



Zachary Kaup
Project Manager

Enclosures

AMERICAN ENGINEERING TESTING, INC.

Proposal for Material Testing
Services City of De Pere – 2022

Firm and Firm Representation

American Engineering Testing, Inc.
3194 Market Street, Suite D
Green Bay, Wisconsin 54304
www.amengtest.com
Phone: (920) 347-1286

I, Zachary P. Kaup, hereby certify that I am entitled to represent the firm.



January 18, 2022

Zachary P. Kaup
Project Manager

General Information

AET is a geotechnical and material testing engineering firm licensed to provide engineering services by the State of Wisconsin Attorney General (License No. 2832-11). AET currently operates 17 offices and has a staff of over 400 individuals across the Upper Midwest. In Wisconsin, AET operates out of three offices; Green Bay, Wausau, and Chippewa Falls. The services for the 2022 City of De Pere Material Testing contract will be provided from our office in Green Bay.

Statement of Qualification

AET is an employee-owned corporation providing geotechnical, environmental, materials and forensics consulting and testing services to public and private sector clients in a broad spectrum of industries. AET has also provided professional consulting services to municipalities over the Upper Midwest for over 30 years. We have worked as the City of Green Bay's construction materials testing consultant since 2012.

Our staff is supported by a strong commitment to keep pace with advancing technology, and is equipped with a full array of computer, testing, and data gathering equipment, all linked by an extensive computer network.

Our staff demonstrates their personal and professional commitment through involvement in community groups, professional organizations, and the organizations that support growth and development of technology in the engineering and planning professions.

Project Description

The City of De Pere is planning capital improvements throughout 2022. Based on our experience and our review of the Request For Proposal (RFP), we understand the construction materials testing and geotechnical services programs generally covers the following services:

- Backfill Testing – Testing backfill for sewer/water trenches, roadway construction, and structural fill. These tests will be performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.

- Subbase and Base Course Testing – This service is performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.

- Construction Inspection/Observation – This work may include review of subgrade soils exposed for pavement or building foundations, observation of proof rolling operations, pile driving inspection, and inspection prior to and during structural concrete placements. This work will be on an as-needed basis.

- Concrete Testing – This service may consist of:

    1. Concrete testing during placement as requested. Work shall be performed by an ACI Certified Concrete Technician (and/or WisDOT PCCTech I) and shall consist of casting cylinders, slump tests, air content, concrete temperature, and visual observation of placement.

    2. Compressive strength testing of concrete cylinders at 7 and 28 days or as requested.

    3. Compressive strength testing of masonry and mortar/grout cubes.

    4. Ready-mix concrete batch plant inspections.

- Asphalt Pavement Testing – This service may consist of asphalt extraction and asphalt content tests, and sieve analysis of aggregate for asphalt pavement samples to check the material conforms with the project specifications. Other related services may be requested to include; laboratory Marshall density testing, field density testing, and air void analysis. The frequency of testing will vary on a project-by-project basis and will be as requested.

- Specialty Testing and Consulting

    1. Ground Penetrating Radar (GPR) – AET can provide the City with GPR services to locate in-slab concrete reinforcement, including post-tension cables.

    2. Professional Consulting – AET staff can meet with City staff, aid with training, and provide support in staff development. AET also has professional staff with years of experience and can consult on a wide range of construction material products and geotechnical matters.

    3. Structural Steel Testing – This service consists on non-destructive testing of welds and bolted connections on existing and new structural components. We also provide inspection/testing of shop fabrication. The frequency of testing would vary on a project-by-project basis and will be as requested.

Project Experience and References

- Contacts: Ms. Jennifer McCartney
  City of Green Bay
  Green Bay, Wisconsin
  (920) 448-3093

  Ms. Kristin Romanowicz
  (920) 265-9638

  2012-2021 Construction Materials Testing – City of Green Bay, Wisconsin

- Contact: Mr. Sean Gehin
  Village of Allouez
  Green Bay, Wisconsin
  (920) 448-2802

  2019-2021 Field and Laboratory Quality Control Testing – Village of Allouez, Wisconsin

Key Personnel

Our laboratory is Wisconsin DOT-qualified and our materials engineers and technicians are certified by agencies such as the American Concrete Institute (ACI), the American Welding Society (AWS), and the Wisconsin Highway Technician Certification program for aggregate, concrete, soil, and asphalt testing as well as concrete and asphalt mix design.

Laboratory and field testing will be performed by our staff of qualified technicians. Field testing and sample/cylinder pick-ups would be performed by technicians who are available at the time.

AMERICAN ENGINEERING TESTING, INC.

The following is a list of our key Green Bay office personnel and titles. AET billing falls under engineer and technician categories based on title. Billing rates are provided in the fee schedule located on pages 7 and 8 of this proposal.

Andrew Walters, P.E. – Manager / Engineer
Zachary Kaup – Project Manager / Sr. Engineering Technician
Jonathan Humphrey – Engineering Technician II
Joseph Bittner – Engineering Technician II
Glenn Dionne, CWI – Sr. Engineering Technician

Subcontractors

For the services under this contract, AET will not markup subcontracting costs. At this time, no subcontracting services are expected to be needed. If a City project would require services we do not generally perform, we would obtain quotes for these services and present them to the City for approval.

Additional Services

In addition to the services described in the RFP, AET also offers the following non-routine engineering services.

Ground Penetrating Radar – Pavement and Forensic Analysis

Ground Penetrating Radar (GPR) offers a non-destructive means of pavement thickness analysis without coring or probing. GPR is a pulse-echo method for measuring depths where material types change. With GPR we can determine the thickness of existing pavement conditions, depth to utilities, and depth to reinforcing steel.

Falling Weight Deflectometer

The Falling Weight Deflectometer (FWD) is a cost-effective method for the evaluation of pavement and pavement subgrade parameters. The pavement, base, and subgrade response data obtained is utilized in AASHTO's most recent, Mechanistic-Empirical Pavement Design procedures for design of new pavement structures and rehabilitation of existing pavement structures. It is typically used in conjunction with GPR and selective soil borings.

Vibration Monitoring

AET has self-recording seismographs to monitor the ground and structure vibrations from construction operations (pile driving, pavement demolition, soil compaction) and traffic on pavement. With our ReMi micro seismic equipment we can determine the shear wave velocity in soil and use this parameter to calculate the dynamic shear modulus (G) and settlement of structures.

AMERICAN ENGINEERING TESTING, INC.

Petrographic Analysis

Petrographic Analysis allows us to identify the reasons of problems with concrete, such as; alkali-silica reaction (ASR), alkali carbonate reaction (ACR), cracking, delamination, low strength, spalling, pop-outs, and fire damage. We can also determine the cement content and water-cement ratio at the time of placement of cured concrete.

On-Call Approach

Our staff consists of engineers, technicians, and administrative assistants. This diverse staff offers the City of De Pere a degree of flexibility and versatility for City projects. Based on our experience, we understand construction schedules are constantly changing and pride ourselves on being able to meet the City's needs. The Public Works and Engineering Department staff will be encouraged to call one person, Zach Kaup, for all scheduling needs.

Upon initial contact, we will match up the City's response needs with appropriate personnel. The selected personnel will come equipped with personal protective equipment, field instruments and testing equipment. With our office located on the City of Green Bay's southwest side near HWY's 41 and 172, we are within minutes of any project in the City of De Pere.

We will be able to respond to requests for testing services relatively quickly, depending on technician availability. We request the City give as much notice as possible when requesting field testing or sampling. We typically consider a minimum 24-hour notice to be reasonable during the height of the construction season.

Rates

The attached rates presented are portal-to-portal with expenses and equipment rentals being additional. AET provides additional services not listed here; we appreciate any request for additional services and can provide pricing for those services upon request.

Please note, overtime rate for personnel is charged plus 25% for over 8 hours (single day) or Saturday; and at personnel rate plus 50% for work Sundays and legal holidays.

The unit prices provided will be in effect through the contract duration, December 31, 2022.

AMERICAN ENGINEERING TESTING, INC.

Turn-Around / Reports

Standard laboratory testing turn-around varies based on the requested test. Most of the testing requested by the City can be completed within 48 hours.

AET provides verbal test results on site to the City's designated representative, and if approved, directly to the contractor. AET will prepare a Daily Field Report (DFR) documenting attendance at a given project and detailing the tasks performed. A typed DFR will be submitted to the City along with field data collected. Laboratory test reports will be prepared as tests are completed. AET reports are distributed in electronic format (PDF) through our online Construction Hive. The Construction Hive is a personalized database an assigned user has control of to search, forward, download, or print selected reports.

Terms and Conditions

The terms and conditions will be per the Agreement for Services between the City of De Pere and American Engineering Testing, Inc

See our 'On-Call Approach' section for discussion on scheduling services.

Construction Safety

The contractors on the City project must provide labor and facilities for safe access to the work areas to be tested or observed. AET will not be held responsible for injuries to AET personnel or others due to unsafe site conditions, improper operation of equipment by contractors, or lack of safe access to test locations.

The contractors must comply with the latest OSHA regulations for trench excavation and safety, and general construction site safety. Their regulations require a contractor to assign a "competent person" on the site during trenching operations to determine safe slopes for excavations. AET cannot direct the contractors' personnel or work, and we cannot assume the responsibility for safety.

AMERICAN ENGINEERING TESTING, INC.

Acceptance

Please indicate your acceptance of this proposal by endorsing one the enclosed copies and returning it to us.

If you have questions regarding this proposal, please contact us.

Sincerely,

American Engineering Testing, Inc.

Zachary Kaup
Project Manager

Attachments: Proposed Fee Schedule

PROPOSAL ACCEPTED BY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Proposed Fee Schedule

Company Name: American Engineering Testing, Inc.

Local Office Address: 3194 Market Street, Suite D, Green Bay, WI 54304

Corporate Office Address: 550 Cleveland Avenue North, St. Paul, MN 55114

Company Representative: Zach Kaup – Project Manager

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10	$90.00	$900.00
Project Engineer	HR	10	$90.00	$900.00
Staff Engineer	HR	50	$90.00	$4,500.00
Field Technician				
Senior Technician	HR	50	$65.00	$3,250.00
Technician	HR	400	$55.00	$22,000.00
Clerical	HR	50	$40.00	$2,000.00
Mileage	MI	5,000	$0.70	$3,500.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	1.7		
Laboratory Testing Services				
Standard Proctor	EA	1	$115.00	$115.00
Modified Proctor	EA	10	$140.00	$1,400.00
Concrete Compression Test (Cylinder by Company)	EA	500	$15.00	$7,500.00
Concrete Compression Test (Cylinder by City)	EA	10	$15.00	$150.00
Handling of Backup Cylinders	EA	160	$15.00	$2,400.00
Aggregate Sieve Analysis	EA	10	$90.00	$900.00
Atterberg Limits	EA	1	$90.00	$90.00
Permeability, Granular Soils	EA	1	$290.00	$290.00
Permeability, Cohesive Soils	EA	1	$425.00	$425.00
Field Technician Services				
Sample Pickup	EA	1	$55.00	$55.00
Nuclear Density Gauge	½ DAY	100	$20.00	$2,000.00
Nuclear Density Gauge	DAY	5	$40.00	$200.00

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5	$500.00	$2,500.00
Soil Boring	VF	150	$18.00	$2,700.00
Traffic Control Requiring Flaggers	HR	N/A	$175.00	---
Report	EA	1	$1,100.00	$1,100.00

ECS MIDWEST, LLC
"Setting the Standard for Service"
Geotechnical • Construction Materials • Environmental • Facilities

January 5, 2022

Mr. Eric Rakers, P.E.
City Engineer
City of De Pere
925 S. Sixth Street
De Pere, WI 54115

ECS Proposal No: 59:4027

Re: Soil Testing Services – 2022 Construction
City of De Pere, Wisconsin

Mr. Rakers:

ECS Midwest, LLC appreciates the opportunity to develop our relationship with the City of De Pere by providing geotechnical engineering and construction materials consulting services to support your 2022 projects. We feel ECS has the requisite capabilities, knowledge, and resources to successfully perform the City of De Pere's geotechnical and construction materials consulting services. By choosing ECS to perform consulting services for your projects in 2022, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

ECS brings to your projects a depth and quality of resources typically found in a large national firm combined with the personalization of service delivery and flexibility of a small local firm. These attributes in conjunction with our ability to tailor quality and risk management methodology provides you with a strong value proposition that maximizes your probability of success and minimizes your risk.

We look forward to working with you on your projects. Please note that the attached "Proposed Fee Schedule" and "TERMS AND CONDITIONS OF SERVICE" are a part of this proposal. Should you have any questions regarding this letter, attached rates, or would like to schedule our services, please contact myself or Mr. Mark King in our Green Bay office at (920) 347-9040.

Respectfully submitted,

Troy Vetort, P.E.
Construction Materials Department Manager

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Troy Vetort, P.E.

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10	$95.00	$950.00
Project Engineer	HR	10	$125.00	$1,250.00
Staff Engineer	HR	50	$65.00	$3,250.00
Field Technician				
Senior Technician	HR	50	$50.00	$2,500.00
Technician	HR	400	$45.00	$18,000.00
Clerical	HR	50	$35.00	$1,750.00
Mileage	MI	5,000	$0.65	$3,250.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	4		
Laboratory Testing Services				
Standard Proctor	EA	1	$130.00	$130.00
Modified Proctor	EA	10	$150.00	$1,500.00
Concrete Compression Test (Cylinder by Company)	EA	500	$13.00	$6,500.00
Concrete Compression Test (Cylinder by City)	EA	10	$23.00	$130.00
Handling of Backup Cylinders	EA	160	$5.00	$800.00
Aggregate Sieve Analysis	EA	10	$70.00	$700.00
Atterberg Limits	EA	1	$65.00	$65.00
Permeability, Granular Soils	EA	1	$275.00	$275.00
Permeability, Cohesive Soils	EA	1	$300.00	$300.00
Field Technician Services				
Sample Pickup	EA	1	$15.00	$15.00
Nuclear Density Gauge	½ DAY	100	$25.00	$2,500.00
Nuclear Density Gauge	DAY	5	$50.00	$250.00

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5	$400.00	$2,000.00
Soil Boring	VF	150	$17.00	$2,550.00
Report	EA	1	$1,300.00	$1,300.00

ECS MIDWEST, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT- furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or two (2) times the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to

the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed

Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-18 Authorizing Agreement for Contractor Services between the City of De Pere and Professional Service Industries, Inc (2022 Soil Borings).**

The Board of Public Works at the March 7, 2022 meeting approved the quote for 2022 Soil Borings from Professional Service Industries, Inc estimated at $5,592.50 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-18 (PDF)
- PSI (2022 Soil Boring)3-2-22-189-001-15 (PDF)
- Exhibit A-Materials Testing-Soil Boring Contractor Agreement(PDF)
- Exhibit B-PSI-2022 Soil Boring (PDF)
- 2022 0307 CI_BOPW_Materials_Testing (PDF)
- 2022 0307 CI_2022_Materials_Testing_Comparison (PDF)
- 2022 0103 CE_BATC 2022 Proposal (PDF)
- 2022 0118 CE AET 2022 Proposal (PDF)
- 2022 0118 CE_ECS_2022 Proposal (PDF)

RESOLUTION #22-18

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND PROFESSIONAL SERVICE INDUSTRIES, INC.
(2022 Soil Boring)

WHEREAS, the City is in need of soil boring services for its 2022 construction projects; and

WHEREAS, Professional Service Industries, Inc. has available and offers to provide personnel, equipment and professional assistance necessary to accomplish such soil boring services within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Professional Service Industries, Inc. (2022 Soil Boring) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/07/2022

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND PROFESSIONAL SERVICE INDUSTRIES, INC. (2022 Soil Boring)

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Professional Service Industries, Inc., a foreign corporation authorized to conduct business in Wisconsin ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform soil boring services for its 2022 construction projects as described in the City's Request for Proposals for Geotechnical Services, attached hereto and incorporated as Exhibit A. 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 such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

II. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit B based upon unit prices, to be invoiced on a monthly basis. Invoices shall include an itemization of charges. Payment to the Contractor is due upon receipt of an invoice by the City; however, no more than one invoice per month shall be submitted. Compensation for special services shall be as agreed upon by the City and Contractor and set forth in the written authorization for special services.

III. INSURANCE

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

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

2. Automobile Liability

(A) Coverages must include the following extensions:
Comprehensive Form
(1) All Owned Autos
(2) All Hired Autos
(3) All Non-Owned Autos
(4) Mobile Equipment
(5) Specialized Equipment
(6) Contractual Liability
(7) Uninsured Motorists to Limit of Policy
(8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

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

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

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or

which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.

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

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

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

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

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

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

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:	If to Contractor:
City of De Pere	Professional Service Industries, Inc.
Attention: Director of Public Works	Attention: Patrick Bray, Branch Manager
925 South Sixth Street	3009 Vandenbroek Road
De Pere, WI 54115	Kaukauna, WI 54130

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

PROFESSIONAL SERVICE INDUESTRIES, INC.
By:

Patrick Bray, Branch Manager

Printed Name: _____
Title: _____

CITY OF DE PERE
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

Judith Schmidt-Lehman, City Attorney
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Request for Proposals
For
Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2022 construction materials consulting.

Your proposal must be submitted to our office by Tuesday, January 18, 2022 at 3:00 p.m. Proposals can be submitted via mail or e-mail to Eric Rakers at 925 S. Sixth Street, De Pere, WI 54115 or erakers@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2022 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials and soil testing services and the soil boring services to separate firms.

SCOPE OF SERVICES:

Construction materials and soils testing services shall include, but are not limited to:

1. Earthwork Testing
2. Subgrade Compaction
3. Trench Compaction
4. Crushed Aggregate Base Course Testing (Material and Compaction)
5. Asphaltic Concrete Pavement Testing (Samples and Compaction)
6. Concrete Testing
7. Soil Borings
8. Field Observation Related to Soil and/or Construction Conditions

SCHEDULING:

The City will request services throughout the year. Generally, the City will give a 24 hour notice prior to needing service; however the City reserves the right for shorter notices.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers

compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.
The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

The proposed fee schedule shall be submitted on the attached form. Estimated hours and testing quantities are based off of similar construction year totals.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Any account fee set-up charges shall be considered incidental to the items listed in the fee schedule attached with this agreement.

DELIVERY:

E-mail, in pdf format, copies of test results specific for each project to the City Engineer. Hard copies will not need to be provided. Report all failed test results by telephone to the project inspector within 24 hours of any failed test.

Provide four (4) hard copies for each soil boring report to the City.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each project.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10		
Project Engineer	HR	10		
Staff Engineer	HR	50		
Field Technician				
Senior Technician	HR	50		
Technician	HR	400		
Clerical	HR	50		
Mileage	MI	5,000		
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1		
Modified Proctor	EA	10		
Concrete Compression Test (Cylinder by Company)	EA	500		
Concrete Compression Test (Cylinder by City)	EA	10		
Handling of Backup Cylinders	EA	160		
Aggregate Sieve Analysis	EA	10		
Atterberg Limits	EA	1		
Permeability, Granular Soils	EA	1		
Permeability, Cohesive Soils	EA	1		
Field Technician Services				
Sample Pickup	EA	1		
Nuclear Density Gauge	½ DAY	100		
Nuclear Density Gauge	DAY	5		

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5		
Soil Boring	VF	150		
Report	EA	1		

Professional Service Industries, Inc.
3009 Vandenbroek Road
Kaukauna, Wisconsin 54130
Phone: (920)-735-1200

Mr. Eric Rakers, P.E.
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

Re: Proposal for Construction Material Testing Services
Proposed Soil Testing Services – 2022 Construction
De Pere, Wisconsin

Dear Mr. Rakers:

In accordance with your request, Professional Service Industries, Inc. (PSI), an Intertek Company, is pleased to submit this proposal for providing construction materials testing services for the above referenced project. The purpose of the services will be to perform construction observations and materials testing, as part of a generalized evaluation of compliance with the project specifications, within the limitations of the authorized scope of our work. A brief description of our understanding of the project, scope of proposed work to be provided, proposed method of performance and fee is included in the following paragraphs.

Project Description

It is understood that the 2022 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction.in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

PSI can provide the following construction monitoring and testing services, when scheduled by your personnel:

Earthwork

- Observe site stripping to document that unsuitable fills, organic soils and existing building foundations, walls and slabs are removed and that exposed subgrades are suitable for placement of new fill or subbase materials.

- Perform moisture-density relationship testing in accordance with ASTM D698 (Standard Proctor) or ASTM D1557 (Modified Proctor) in order to determine the Proctor maximum dry density and optimum moisture content.
- Document in-place density of compacted fill soils in accordance with ASTM D2922 at the frequencies described in the project documents.

Concrete Observations and Testing

- Perform and document slump testing in accordance with ASTM C143 at the point of discharge for each set of cylinders taken.
- Perform and document air content testing in accordance with ASTM C231 for regular weight concrete.
- Record concrete and air temperature at the time cylinders are taken.
- Cast, cure and test cylinders in accordance with project specifications.
- Transport laboratory cured cylinders to our facilities to be placed in our curing tanks within 24 to 48 hours of casting.

Fees

Professional Service Industries, Inc. proposes to provide the above referenced services on a unit rate basis in accordance with the PSI's Standard Fee Schedule, and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. PSI's fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. We request that the field services be scheduled at least 24 hours in advance.

Closing

If this proposal is acceptable, please sign and return one (1) copy of this proposal to PSI. We also ask that you complete and return the attached Project Data Sheet so that we can properly establish your file. **PSI can proceed with services immediately; however, all reports will be withheld until we have received written authorization to proceed and a completed copy of the attached project data sheet.**

PSI appreciates the opportunity to offer its services to your project and looks forward to being of service to you. Meanwhile, if you have any questions or require additional information, please contact our office at (920) 735-1200.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy
Patrick Bray
Branch Manager

Attachments: Proposal Acceptance Form
City of De Pere Fee Schedule
General Conditions

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ **DAY OF** _____ **, 2022**

BY *(please print)*: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Distribution of Reports:

Name	Email Address	Report Type				
		Soils/ Foundation	Reinforcing Steel	Concrete	Structural Steel	Misc.

7. Invoicing Address: _____
_____
_____
Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:
_____

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandenbroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: Patrick Bray

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10	$75.00	$750.00
Project Engineer	HR	10	$75.00	$750.00
Staff Engineer	HR	50	$75.00	$3,750.00
Field Technician				
Senior Technician	HR	50	$42.00	$2,100.00
Technician	HR	400	$37.00	$14,800.00
Clerical	HR	50	$25.00	$1,250.00
Mileage	MI	5,000	$0.50	$2,500.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1	$125.00	$125.00
Modified Proctor	EA	10	$150.00	$1,500.00
Concrete Compression Test (Cylinder by Company)	EA	500	$14.00	$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	$14.00	$140.00
Handling of Backup Cylinders	EA	160	$14.00	$2,240.00
Aggregate Sieve Analysis	EA	10	$50.00	$500.00
Atterberg Limits	EA	1	$75.00	$75.00
Permeability, Granular Soils	EA	1	$275.00	$275.00
Permeability, Cohesive Soils	EA	1	$350.00	$350.00
Field Technician Services				
Sample Pickup	EA	1	$37.00	$37.00
Nuclear Density Gauge	½ DAY	100	$20.00	$2,000.00
Nuclear Density Gauge	DAY	5	$40.00	$200.00

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5	$500.00	$2,500.00
Soil Boring	VF	150	$13.95	$2,092.50
Report	EA	1	$1,000.00	$1,000.00

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 7, 2022

RE: **Consideration and possible action on Quotes for 2022 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2022 construction projects. The total cost of this work was estimated using previous quantities as follows:

Materials Testing	Estimate
BATC	$37,550.00
PSI	$40,342.00
ECS	$44,215.00
AET	$52,575.00

Soil Boring	Estimate
PSI	$5,592.50
ECS	$5,850.00
AET	$6,300.00

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at $37,550.00 and the quote from Professional Service Industries, Inc (PSI) for soil borings estimated at $5,592.50. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2022 0307 CI 2022 Materials Testing Comparison (PDF)
2022 0103 CE BATC 2022 Proposal (PDF)
2022 0117 CE PSI 2022 Proposal (PDF)
2022 0118 CE AET 2022 Proposal (PDF)
2022 0118 CE ECS 2022 Proposal (PDF)

Item	Unit	2022 Est. Amount	BATC		PSI		AET		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services										
Project Manager	Per hour	10.00	$65.00	$650.00	$75.00	$750.00	$90.00	$900.00	$95.00	$950.00
Project Engineer	Per hour	10.00	$65.00	$650.00	$75.00	$750.00	$90.00	$900.00	$125.00	$1,250.00
Staff Engineer	Per hour	50.00	$65.00	$3,250.00	$75.00	$3,750.00	$90.00	$4,500.00	$65.00	$3,250.00
Field Technician										
Senior Technician	Per hour	50.00	$45.00	$2,250.00	$42.00	$2,100.00	$65.00	$3,250.00	$50.00	$2,500.00
Technician	Per hour	400.00	$35.00	$14,000.00	$37.00	$14,800.00	$55.00	$22,000.00	$45.00	$18,000.00
Clerical	Per hour	50.00	$35.00	$1,750.00	$25.00	$1,250.00	$40.00	$2,000.00	$35.00	$1,750.00
Mileage	Per mile	5000.00	$0.40	$2,000.00	$0.50	$2,500.00	$0.70	$3,500.00	$0.65	$3,250.00
Laboratory Testing Services										
Standard Proctor	Per each	1.00	$115.00	$115.00	$125.00	$125.00	$115.00	$115.00	$130.00	$130.00
Modified Proctor	Per each	10.00	$120.00	$1,200.00	$150.00	$1,500.00	$140.00	$1,400.00	$150.00	$1,500.00
Concrete Compression Test (Cylinder by Company)	Per each	500.00	$14.00	$7,000.00	$14.00	$7,000.00	$15.00	$7,500.00	$13.00	$6,500.00
Concrete Compression Test (Cylinder by City)	Per each	10.00	$14.00	$140.00	$14.00	$140.00	$15.00	$150.00	$23.00	$230.00
Handling of Backup Cylinders	Per each	160.00	$7.00	$1,120.00	$14.00	$2,240.00	$15.00	$2,400.00	$5.00	$800.00
Aggregate Sieve Analysis	Per each	10.00	$60.00	$600.00	$50.00	$500.00	$90.00	$900.00	$70.00	$700.00
Atterberg Limits	Per each	1.00	$50.00	$50.00	$75.00	$75.00	$90.00	$90.00	$65.00	$65.00
Permeability, Granular Soils	Per each	1.00	$250.00	$250.00	$275.00	$275.00	$290.00	$290.00	$275.00	$275.00
Permeability, Cohesive Soils	Per each	1.00	$275.00	$275.00	$350.00	$350.00	$425.00	$425.00	$300.00	$300.00
Field Technician Services										
Sample Pickup	Per each	1.00	$50.00	$50.00	$37.00	$37.00	$55.00	$55.00	$15.00	$15.00
Nuclear Density Gauge	Per ½ day	100.00	$20.00	$2,000.00	$20.00	$2,000.00	$20.00	$2,000.00	$25.00	$2,500.00
Nuclear Density Gauge	Per day	5.00	$40.00	$200.00	$40.00	$200.00	$40.00	$200.00	$50.00	$250.00
MATERIAL TESTING TOTAL COST				**$37,550.00**		**$40,342.00**		**$52,575.00**		**$44,215.00**
Soil Boring		**2022 Est.**								
Mobilization	Per each	5.00			$500.00	$2,500.00	$500.00	$2,500.00	$400.00	$2,000.00
Soil Boring	VF	150.00			$13.95	$2,092.50	$18.00	$2,700.00	$17.00	$2,550.00
Report	Per each	1.00			$1,000.00	$1,000.00	$1,100.00	$1,100.00	$1,300.00	$1,300.00
						$5,592.50		**$6,300.00**		**$5,850.00**

Bay Area Testing & Consulting, LLC

PROJECT:

REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2022 CONSTRUCTION
CITY OF DE PERE, WISCONSIN

CLIENT:

MR. ERIC RAKERS, P.E.
CITY ENGINEER

DATE:

JANUARY 3, 2022

Bay Area Testing & Consulting, LLC

3125 Birch Road, Suite B
Suamico, WI 54173
Telephone: 920/660-5246
Fax: 920/544-9693

January 3, 2022

Mr. Eric Rakers, P.E.
City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2022 Construction
City of De Pere, Wisconsin

Mr. Rakers,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2022 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted an electronic copy of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

Jacob P. Franzmeier, P.E.
Owner / Geotechnical Engineer

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2022 CONSTRUCTION
CITY OF DE PERE

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1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2022 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC
3125 Birch Road, Suite B
Suamico, WI 54173
Phone: 920-660-5246
Fax: 920-544-9693
Email: jake@bayareatesting.com

I, Jacob P. Franzmeier, am authorized to represent Bay Area Testing & Consulting, LLC.

_____ 1/3/2022

Jacob P. Franzmeier, P.E.
Owner / Geotechnical Engineer

Date

1.2 Statement of Qualifications

In December, 2010, BATC was established in Green Bay, Wisconsin, to provide independent construction materials testing for various private, commercial, and municipal projects, along with Wisconsin Department of Transportation (WisDOT) projects. BATC is currently on the WisDOT list of qualified laboratories for concrete, soil, aggregate, and asphalt testing. BATC also participates in the AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program for Coarse Aggregate. Since our staff has a wide variety of experience on projects throughout the state, our extensive knowledge and experience in soil, concrete, and asphalt field and laboratory testing results in exceptional quality control.

Further, our company goal is to provide accurate, detailed, and repeatable quality control results in a timely manner. Since all of our staff members have both extensive field and laboratory experience, we maintain that our test results are done both precisely and promptly, no matter who performs the testing, saving our clients both time and money.

All of our staff members are certified at different levels based on their experience and capabilities. Further, as an organization, we currently have certified personnel through the American Concrete Institute, the Wisconsin Department of Transportation Highway Technician Certification Program, and Troxler Laboratories. The following list contains the certifications and qualifications BATC employees currently maintain:

- Wisconsin DOT Certified PCC Technician – Level II
- Wisconsin DOT Certified PCC Technician – Level I
- Wisconsin DOT Certified ATTS Technician
- Wisconsin DOT Certified Aggregate Technician – Level I
- Wisconsin DOT Certified Grading Technician
- Wisconsin DOT Certified Aggregate Sampling Technician
- Wisconsin DOT Certified Concrete Strength Tester
- Wisconsin DOT Certified Nuclear Density Technician
- Wisconsin DOT Certified Asphalt Technician – Level ITP
- ACI Concrete Field Technician – Level I
- Soil Moisture/Density Operator – Troxler Electronics Labs, Inc.

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an "as-needed" basis for the 2022 construction season under a fixed fee, open-ended contract. Our understanding of the scope of services includes but is not limited to the following:

- Earthwork Testing
- Subgrade Compaction
- Trench Compaction
- Crushed Aggregate Base Course Testing (Material and Compaction)
- Asphaltic Concrete Pavement Testing (Samples and Compaction)
- Concrete Testing
- Soil Borings
- Field Observation Related to Soil and/or Construction Conditions

BATC understands that the City of De Pere would like a firm that can provide the above listed scope of services in a timely and professional manner in compliance with industry standards, by certified technicians and engineers under the direct supervision of a Professional Engineer, licensed in the State of Wisconsin. Most test results will be submitted to the City within 24 hours, unless a further detailed analysis is needed to provide a more cost effective solution to the problem. All reports will be submitted in PDF format and paper copies will be provided, if requested.

2.1 Overview of Construction Materials Testing

BATC will provide construction materials field testing for the 2022 City of De Pere contract. BATC will be responsible for the concrete testing, soil and aggregate laboratory testing, soil and asphalt density testing, and asphalt sampling, as well as construction inspections and observations upon the City's request. For this contract, BATC will utilize subcontract services for some of the specialty laboratory testing services, if needed.

Some of the laboratory services that can be provided are: washed and unwashed sieve analysis, standard and modified proctors, Atterberg Limits, hydrometer testing, double hydrometer testing, percent material finer than the #200 sieve testing, fractured face count of coarse aggregate, specific gravity of fine and coarse aggregates, L.A. Abrasion, freeze-thaw soundness, sodium sulfate soundness, lightweight particles, organic content, organic impurities testing, compressive strength of concrete, mortar, and grout, flexural and splitting tensile strength of concrete, asphalt extraction and gradation including asphalt content, and determination of theoretical maximum density of bituminous concrete.

Some of the field testing services that can be provided are: slump, air content, temperature, unit weight, and yield of plastic concrete; soil bearing capacity verification; proof-rolling observations of subgrade soils; nuclear density testing of soil, base aggregate, and asphalt; concrete and asphalt coring and analysis; rebar inspection; mortar and grout testing; and concrete batch plant inspections, if requested.

The list of laboratory and field testing services that BATC listed above is not a complete list of tests that could be performed. As demand increases for a particular testing procedure, and as our company continues to grow, BATC evaluates our services on a case by case basis and determines whether or not to expand our services to meet the demand of the requested testing procedure.

2.2 City of De Pere Materials Testing Scope of Services

Prior to the start of each project for the City, BATC would like to obtain any available project plans and specifications, if allowed by the City contracts. If available, these plans and specifications can be submitted to us electronically. We have found with working in municipalities over the years, it is convenient for the field technicians to have project plans in case a situation arises wherein a City of De Pere inspector is not able to be on-site. During the peak of the construction season, we request a 24 hour courtesy call prior to on-site testing but in reality, we can typically make it on-site within 4 hours of being notified, and more times than not, sooner than 4 hours. BATC takes pride in reliable and timely service to our clients.

2.2.1 Earthwork, Subgrade and Trench Compaction, and Crushed Aggregate Base Course Testing Services

BATC field staff will provide base aggregate and soil sampling and testing, as requested, on projects throughout the City of De Pere. We will either obtain samples on-site after the material is delivered to the construction site or stockpiled on-site, or we will obtain samples from the pit or quarry using proper sampling methods. Further, we will provide test results for sieve analyses and proctor tests on granular soils typically within 24 hours of obtaining samples. However, when cohesive soils will be utilized for backfilling utility trenches or used for pond liners, proctor test results will typically be available within 36 hours of obtaining the sample because of the additional preparation time needed for cohesive soils.

After the completion of the laboratory testing and approval of the source by the City of De Pere, BATC will provide nuclear density testing on sub-base and base course, trench backfill, and/or structural fill materials. BATC will immediately notify the City of De Pere inspector of all test results before leaving the jobsite. If the inspector cannot be found on-site or by telephone, the City Project Manager will be notified prior to the technician’s departure from the jobsite. Test results for compaction testing will be sent to the City of De Pere within 24 hours of our return to the laboratory.

2.2.2 Asphaltic Concrete Pavement Testing Services

During paving operations, BATC staff will provide on-site asphalt density testing and asphalt sampling on an as requested basis. Sampling of asphalt pavement may occur on-site or at the asphalt plant either by our qualified staff or the asphalt suppliers' staff, depending on the asphalt suppliers' insurance and liability restrictions. In either case, BATC personnel will be present during the sampling of the asphalt to ensure proper sampling techniques are followed. We typically require a 12 hour notice for any field sampling and testing, but will try to accommodate the schedule of either the City or asphalt paving contractor with a notice of 4 hours.

After sampling, BATC personnel will return the asphalt sample to our laboratory to perform testing. We are capable and our laboratory is certified to perform asphalt extraction and gradation analysis, including asphalt content, and theoretical maximum density of bituminous pavement. If further analysis is needed, such as determining the bulk density by use of gyratory compaction methods in the laboratory, we may have to employ a subcontractor to perform these services. However, we can determine bulk specific gravity of in-place compacted asphalt pavement from core samples from the roadway during construction, if needed. Test results for asphalt density testing will be provided within 48 hours of receiving the sample. Asphalt extraction and gradation and theoretical maximum density determination laboratory asphalt testing will be provided within 36 hours of receiving the sample.

2.2.3 Concrete Testing Services

Based on our past experience working with the City of De Pere, typically concrete testing and cylinders would be cast by BATC, but some may be cast by City of De Pere inspectors. When providing concrete testing services, BATC will conduct slump, air content, and temperature tests, and cast four (4) standard 6" x 12" concrete cylinders, unless directed otherwise. BATC will typically pick-up cylinders within 24 hours of cylinders being cast, but in no case will cylinders be in the field longer than 48 hours. We understand that the most critical time period for cylinders is within the first 48 hours of curing in the field. Therefore, we will do our best to

ensure all cylinders cast by BATC and the City of De Pere inspectors cure at the proper initial curing temperature and record maximum/minimum temperatures upon pick-up of the cylinder sets. If we notice that cylinders are curing too hot or too cold during the initial cure, we will immediately contact the City Project Manager and discuss methods to ensure proper curing methods. Test results for field testing will be reported to the City Inspector immediately after testing, with a written report sent to the City typically within 24 hours of testing. Compressive strength testing will be conducted at 7 and 28 days and reports will be sent to the City usually within 24 hours after the testing is completed. However, if concrete compressive strength does not meet the required 7-day or 28-day strength, BATC will immediately contact the City Project Manager to discuss the next course of action.

2.2.4 Soil Borings

Since we currently do not conduct or subcontract drilling services to provide soil borings, we will not be providing a price for the soil boring portion of this contract. However, in the future, we may provide prices for soil borings, if requested, on a case-by-case basis.

2.2.5 Construction Inspection and Observations

BATC will provide construction inspection and/or observations on an as requested basis throughout the 2022 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the necessary field and laboratory testing to fulfill the intention of the specifications or

recommendations.

For structural concrete observations before and at the completion of concrete pours, BATC will provide documentation that the number, size, splice lengths and locations, and clear cover of the reinforcement steel match the reinforcement schedule prior to placement of concrete. If there is a deficiency in the reinforcement steel, BATC will immediately contact the project inspector or project engineer and the issue will be resolved prior to the placement of concrete. Further, if requested, BATC will also document the placement, orientation, and location of any structural bolt settings in accordance with the structural drawings. Also, BATC will ensure concrete placement is done in conformance with the most recent ACI and ASTM procedures for form work, perform mix design reviews, and review and recommend proper consolidation and curing techniques. Construction Inspection and/or Observation written reports will be available to the City within 48 hours of our return to the laboratory.

BATC can also provide concrete batch plant inspections, if requested by the City. BATC would travel to the concrete batch plant, perform the inspections in accordance with ACI 311.5 and document any deficiencies with the batch plant. These deficiencies would be documented during the inspection process and verbally reported to the City immediately following the inspection. The batch plant inspection report would be available to the City in writing within 24 hours of the completion of the inspection.

2.2.6 Additional Field and Laboratory Testing

BATC is capable and certified to perform a wide variety of specialty testing not typically requested on projects. Further, additional services include masonry testing and observations, sprayed applied fire-proofing testing, caisson inspections, moisture-vapor transmission testing, concrete and asphalt coring for thickness, concrete distress evaluations, smoke pencil testing of exterior building wall coverings, flexural and splitting tensile strength of concrete specimens, double hydrometer testing, and flat and/or elongated particle testing. Depending on what the circumstances are regarding the additional services, we will be able to perform the above testing

on an as-requested basis.

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, P.E.
Professional Engineer/Staff Engineer/Field Operations Manager/Chief Quality Control Officer

Jacob will be the primary contact for the construction materials testing services for this contract. Jacob has over 15 years of experience in construction materials testing, site recommendations and trouble shooting, and geotechnical engineering. Jacob is the Field Operations Manager/Lab Supervisor of BATC. His duties include overseeing all operations of BATC from scheduling technicians to reviewing field reports. He is also BATC's Radiation Safety Officer and Chief Quality Control Officer for the WisDOT Laboratory Certification. Jacob will be the direct contact for this contract and will be coordinating the material testing, including concrete, asphalt, soil, base aggregate, and any other testing services needed for the City contract. He will also be attending all meetings that require our attendance as requested by the City. Further, he will also conduct field work involving engineering recommendations and inspections, and on occasion field materials testing, if needed or if immediate testing is requested by the City. Jacob is licensed in the State of Wisconsin as a Professional Engineer.

Henry P. Koch, CET
Senior Engineering Technician

Henry has over 25 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Austin Dier, CET
Senior Engineering Technician

Austin has over 9 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

Ethan Bornick, CET
Senior Engineering Technician

Ethan has over 9 years of experience as both a field and laboratory technician. His field experience includes soil subgrade bearing capacity verification, proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Ethan is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

Depending on the schedule for the day and the complexity of the City project, any of the above staff may be sent to the projects. However, a majority of the field testing will be performed by either a Senior Engineering Technician or an Engineering Technician. Further, if the project is complex and requires more extensive testing and observations, either a Senior Engineering Technician or a Staff Engineer would be scheduled to the project because of their experience. If a project would require a recommendation regarding either an alternative construction method or a change in design, a Staff Engineer or a Professional Engineer would be scheduled for that particular case. Only in cases in which the City would need an immediate response to a project, any of the staff personnel could be scheduled to that project to ensure that the required testing is performed, especially if the testing is critical to the project schedule.

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

We understand in some cases project plans change and a quick response is required with very little notice. With our past experience on similar projects, especially working with time critical concrete pours, such as with the Wisconsin Department of Transportation, we recognize that at times the City of De Pere will need an immediate response. As stated previously, BATC takes pride in reliable and timely service. For instance, the office phone is always with the owner and field coordinator, Mr. Franzmeier, day and night, weekdays, and on the weekends. All phone calls for BATC run through one point of contact, ensuring that all scheduling gets to the technicians as quickly and efficiently as possible. If a situation would arise that requires immediate testing in the City of De Pere, a BATC staff member will almost always be there when needed or within a reasonable time limit, day or night, if requested. Also, based on previous year's project locations, we generally have multiple projects in or near the City of De Pere. With this many projects in the area, we will have more flexibility with our schedule and a more timely response if something is not scheduled and work needs to be performed. Typically, if Saturday work is expected for an upcoming weekend, we would ask to have a curtesy call prior to Friday to inform us. We understand that sometimes weekend work is unexpected and is usually last minute scheduling by the contractor, which we can typically accommodate.

4.2 BATC Approach

BATC's primary goal is to provide affordable quality control while emphasizing safety and team work. We have experience in almost all facets of the construction project, from soil assessments in the geotechnical phase to inspecting and testing construction materials during the construction phase. BATC, as a part of your construction team, is committed to the success of your projects. One of our goals as a smaller company is to achieve exceptional quality control on each project to ensure our client's satisfaction. We will assist both the project engineer and project inspector

in the scheduling and management of the quality control by being proactive and we will be available anytime for questions you may have before, during, and after the completion of the project. Our success depends on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

5.0 PREVIOUS PROJECTS

BATC has performed construction materials testing on a wide variety of projects throughout the state in recent years. The following is a list of recent projects of similar nature that BATC was contracted to perform, a brief description of the services performed, and references for each of the contracts:

- 2011, 2016, 2019, 2020, and 2021 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin
  BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.
  Contracting Party: City of De Pere
  Project Contact: Chase K. Kuffel
  Contact Number: 920-339-4060
- Titletown Development Phase I and Phase II, Green Bay, Wisconsin
  BATC is currently performing all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, fireproofing inspections, and construction observations.
  Contracting Party: Sterling Development Group
  Project Contact: Adam Bickoff
  Contact Number: 201-207-9205

- Titletown – Bellin Clinic, Ashwaubenon, Wisconsin
  BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
  Contracting Party: Miron Construction Company
  Project Contact: Chad Theilman
  Contact Number: 920-585-3780

- City of Kaukauna – Project 1-17, 1-18, 1-19, 1-20, 1-21 Kaukauna, Wisconsin
  BATC performed the construction materials testing contract for the City of Kaukauna Projects, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.
  Contracting Party: Vinton Construction Company
  Project Contact: Ron Raboine
  Contact Number: 920-682-0375

- Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin
  BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.
  Contracting Party: Peters Concrete Company
  Project Contact: Brian Bartels
  Contact Number: 920-494-3700

- Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin
  BATC performed all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
  Contracting Party: Aurora Baycare Medical Center
  Project Contact: Barbara Johnson
  Contact Number: 920-288-4033

- Agropur Expansion and Renovations, Luxemburg and Weyauwega, Wisconsin
  BATC performed all inspections and testing for the general contractor on the cheese plant expansions and renovations including building additions, parking lot expansions, and wastewater treatment plant construction including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing.
  Contracting Party: Miron Construction Company
  Project Contact: Chad Theilman
  Contact Number: 920-585-3780

- Belmark Building Additions and Expansions on Multiple Buildings, De Pere, Wisconsin
  BATC performed all inspections and testing for the general contractor on multiple building and parking lot expansions to the plant including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
  Contracting Party: The Boldt Company
  Project Contact: Tony Meeuwsen
  Contact Number: 920-450-3255

- Appleton Medical Center Hybrid OR Expansion, Appleton, Wisconsin
  BATC performed all inspections and testing for the general contractor on a hospital building expansion including, but not limited to: soil subgrade bearing capacity verification, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, sprayed applied fireproof testing, reinforcing steel observations, and construction observations.
  Contracting Party: The Boldt Company
  Project Contact: Matt Peterson
  Contact Number: 920-225-6259

- Wrightstown Water Transmission Main Project, Brown County, Wisconsin
  BATC performed testing for the general contractor on a water transmission main project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
  Contracting Party: Carl Bowers and Sons Construction
  Project Contact: Bill Bowers
  Contact Number: 920-419-4950

- Aldon Station Infrastructure Construction, Village of Ashwaubenon, Wisconsin
  BATC performed testing for the general contractor on a mass fill / utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
  Contracting Party: Riverview Construction
  Project Contact: Matt Athey
  Contact Number: 920-609-1025

- 2021 Water and Sewer Construction, Village of Fox Crossing, Wisconsin
  BATC performed testing for the general contractor on a large utility construction project including, but not limited to: soil compaction testing, and soil laboratory testing.
  Contracting Party: David Tenor Corporation
  Project Contact: Dave Tenor
  Contact Number: 920-360-9246

6.0 SUPPLEMENTAL FEE SCHEDULE

BATC FEE SCHEDULE 2022

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	$60.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	$120.00/Each
3.	Moisture Content of Soils (ASTM D2216)	$10.00/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	$45.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	$50.00/Each
6.	Standard Proctor Test (ASTM D698)	$115.00/Each
7.	Modified Proctor Test (ASTM D1557)	$120.00/Each
8.	Hydrometer Test (ASTM D422)	$90.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	$190.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	$250.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	$275.00/Each
12.	Organic Content of Soils (D2974)	$45.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	$40.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	$30.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	$40.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	$150.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	$270.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	$270.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	$70.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	$80.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	$70.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	$160.00/Test
23.	Visual Examination of Chert in Aggregate	$30.00/Test

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	$100.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	$14.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	$44.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	$22.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	$7.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	$20.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	$10.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	$10.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	$50.00/Each
35.	Case of Cylinder Molds	$45.00/Case
36.	Mileage	$0.40/Mile
37.	Nuclear Gauge Rental	$20.00/½ day: $40.00/day
38.	Cone Penetrometer Rental	$20.00/½ day: $35.00/day
39.	Coring Equipment Rental	$150.00/½day:$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	$20.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	$50.00/Trip

Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	$65.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	$65.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	$45.00/hour
45.	Austin Dier, CET, Senior Engineer Technician	$45.00/hour
46.	Ethan Bornick, CET, Senior Engineer Technician	$45.00/hour
47.	Engineer Technician	$35.00/hour
48.	Engineering Technician, Intern / Coop	$35.00/hour
49.	Administrative Assistant	$35.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2022 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

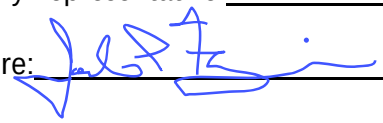
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC.

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10	$65.00	$650.00
Project Engineer	HR	10	$65.00	$650.00
Staff Engineer	HR	50	$65.00	$3,250.00
Field Technician				
Senior Technician	HR	50	$45.00	$2,250.00
Technician	HR	400	$35.00	$14,000.00
Clerical	HR	50	$35.00	$1,750.00
Mileage	MI	5,000	$0.40	$2,000.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	16		
Laboratory Testing Services				
Standard Proctor	EA	1	$115.00	$115.00
Modified Proctor	EA	10	$120.00	$1,200.00
Concrete Compression Test (Cylinder by Company)	EA	500	$14.00	$7,000.00
Concrete Compression Test (Cylinder by City)	EA	10	$14.00	$140.00
Handling of Backup Cylinders	EA	160	$7.00	$1,120.00
Aggregate Sieve Analysis	EA	10	$60.00	$600.00
Atterberg Limits	EA	1	$50.00	$50.00
Permeability, Granular Soils	EA	1	$250.00	$250.00
Permeability, Cohesive Soils	EA	1	$275.00	$275.00
Field Technician Services				
Sample Pickup	EA	1	$50.00	$50.00
Nuclear Density Gauge	½ DAY	100	$20.00	$2,000.00
Nuclear Density Gauge	DAY	5	$40.00	$200.00

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5	N/A	N/A
Soil Boring	VF	150	N/A	N/A
Report	EA	1	N/A	N/A

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

January 18, 2022

Mr. Eric Rackers, P.E.
City Engineer, City of De Pere

City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

RE: Proposal for Geotechnical Services/Construction Materials Consulting
2022 Construction Season
City of De Pere

Dear Mr. Rackers:

On behalf of American Engineering Testing Inc. (AET) we are pleased to submit our proposal for geotechnical services and construction materials consulting for 2022. We are submitting the proposal in response to your Request for Proposal dated December 28, 2021.

Our project team strives to function as an extension of our clients through close cooperation and understanding of their specific needs and objectives. Our staff will work closely with you over the next year to assist the City in meeting your objectives and goals regarding construction materials and geotechnical services.

We look forward to providing consulting services to you.

Sincerely,
American Engineering Testing, Inc.



Zachary Kaup
Project Manager

Enclosures

AMERICAN ENGINEERING TESTING, INC.

Proposal for Material Testing
Services City of De Pere – 2022

Firm and Firm Representation

American Engineering Testing, Inc.
3194 Market Street, Suite D
Green Bay, Wisconsin 54304
www.amengtest.com
Phone: (920) 347-1286

I, Zachary P. Kaup, hereby certify that I am entitled to represent the firm.

January 18, 2022

Zachary P. Kaup
Project Manager

General Information

AET is a geotechnical and material testing engineering firm licensed to provide engineering services by the State of Wisconsin Attorney General (License No. 2832-11). AET currently operates 17 offices and has a staff of over 400 individuals across the Upper Midwest. In Wisconsin, AET operates out of three offices; Green Bay, Wausau, and Chippewa Falls. The services for the 2022 City of De Pere Material Testing contract will be provided from our office in Green Bay.

Statement of Qualification

AET is an employee-owned corporation providing geotechnical, environmental, materials and forensics consulting and testing services to public and private sector clients in a broad spectrum of industries. AET has also provided professional consulting services to municipalities over the Upper Midwest for over 30 years. We have worked as the City of Green Bay's construction materials testing consultant since 2012.

Our staff is supported by a strong commitment to keep pace with advancing technology, and is equipped with a full array of computer, testing, and data gathering equipment, all linked by an extensive computer network.

Our staff demonstrates their personal and professional commitment through involvement in community groups, professional organizations, and the organizations that support growth and development of technology in the engineering and planning professions.

Project Description

The City of De Pere is planning capital improvements throughout 2022. Based on our experience and our review of the Request For Proposal (RFP), we understand the construction materials testing and geotechnical services programs generally covers the following services:

- Backfill Testing – Testing backfill for sewer/water trenches, roadway construction, and structural fill. These tests will be performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.

- Subbase and Base Course Testing – This service is performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.

- Construction Inspection/Observation – This work may include review of subgrade soils exposed for pavement or building foundations, observation of proof rolling operations, pile driving inspection, and inspection prior to and during structural concrete placements. This work will be on an as-needed basis.

- Concrete Testing – This service may consist of:

    1. Concrete testing during placement as requested. Work shall be performed by an ACI Certified Concrete Technician (and/or WisDOT PCCTech I) and shall consist of casting cylinders, slump tests, air content, concrete temperature, and visual observation of placement.

    2. Compressive strength testing of concrete cylinders at 7 and 28 days or as requested.

    3. Compressive strength testing of masonry and mortar/grout cubes.

    4. Ready-mix concrete batch plant inspections.

- Asphalt Pavement Testing – This service may consist of asphalt extraction and asphalt content tests, and sieve analysis of aggregate for asphalt pavement samples to check the material conforms with the project specifications. Other related services may be requested to include; laboratory Marshall density testing, field density testing, and air void analysis. The frequency of testing will vary on a project-by-project basis and will be as requested.

- Specialty Testing and Consulting

    1. Ground Penetrating Radar (GPR) – AET can provide the City with GPR services to locate in-slab concrete reinforcement, including post-tension cables.

    2. Professional Consulting – AET staff can meet with City staff, aid with training, and provide support in staff development. AET also has professional staff with years of experience and can consult on a wide range of construction material products and geotechnical matters.

    3. Structural Steel Testing – This service consists on non-destructive testing of welds and bolted connections on existing and new structural components. We also provide inspection/testing of shop fabrication. The frequency of testing would vary on a project-by-project basis and will be as requested.

Project Experience and References

- Contacts: Ms. Jennifer McCartney
  City of Green Bay
  Green Bay, Wisconsin
  (920) 448-3093

  Ms. Kristin Romanowicz
  (920) 265-9638

  2012-2021 Construction Materials Testing – City of Green Bay, Wisconsin

- Contact: Mr. Sean Gehin
  Village of Allouez
  Green Bay, Wisconsin
  (920) 448-2802

  2019-2021 Field and Laboratory Quality Control Testing – Village of Allouez, Wisconsin

Key Personnel

Our laboratory is Wisconsin DOT-qualified and our materials engineers and technicians are certified by agencies such as the American Concrete Institute (ACI), the American Welding Society (AWS), and the Wisconsin Highway Technician Certification program for aggregate, concrete, soil, and asphalt testing as well as concrete and asphalt mix design.

Laboratory and field testing will be performed by our staff of qualified technicians. Field testing and sample/cylinder pick-ups would be performed by technicians who are available at the time.

AMERICAN ENGINEERING TESTING, INC.

The following is a list of our key Green Bay office personnel and titles. AET billing falls under engineer and technician categories based on title. Billing rates are provided in the fee schedule located on pages 7 and 8 of this proposal.

Andrew Walters, P.E. – Manager / Engineer
Zachary Kaup – Project Manager / Sr. Engineering Technician
Jonathan Humphrey – Engineering Technician II
Joseph Bittner – Engineering Technician II
Glenn Dionne, CWI – Sr. Engineering Technician

Subcontractors

For the services under this contract, AET will not markup subcontracting costs. At this time, no subcontracting services are expected to be needed. If a City project would require services we do not generally perform, we would obtain quotes for these services and present them to the City for approval.

Additional Services

In addition to the services described in the RFP, AET also offers the following non-routine engineering services.

Ground Penetrating Radar – Pavement and Forensic Analysis

Ground Penetrating Radar (GPR) offers a non-destructive means of pavement thickness analysis without coring or probing. GPR is a pulse-echo method for measuring depths where material types change. With GPR we can determine the thickness of existing pavement conditions, depth to utilities, and depth to reinforcing steel.

Falling Weight Deflectometer

The Falling Weight Deflectometer (FWD) is a cost-effective method for the evaluation of pavement and pavement subgrade parameters. The pavement, base, and subgrade response data obtained is utilized in AASHTO's most recent, Mechanistic-Empirical Pavement Design procedures for design of new pavement structures and rehabilitation of existing pavement structures. It is typically used in conjunction with GPR and selective soil borings.

Vibration Monitoring

AET has self-recording seismographs to monitor the ground and structure vibrations from construction operations (pile driving, pavement demolition, soil compaction) and traffic on pavement. With our ReMi micro seismic equipment we can determine the shear wave velocity in soil and use this parameter to calculate the dynamic shear modulus (G) and settlement of structures.

AMERICAN ENGINEERING TESTING, INC.

Petrographic Analysis

Petrographic Analysis allows us to identify the reasons of problems with concrete, such as; alkali-silica reaction (ASR), alkali carbonate reaction (ACR), cracking, delamination, low strength, spalling, pop-outs, and fire damage. We can also determine the cement content and water-cement ratio at the time of placement of cured concrete.

On-Call Approach

Our staff consists of engineers, technicians, and administrative assistants. This diverse staff offers the City of De Pere a degree of flexibility and versatility for City projects. Based on our experience, we understand construction schedules are constantly changing and pride ourselves on being able to meet the City's needs. The Public Works and Engineering Department staff will be encouraged to call one person, Zach Kaup, for all scheduling needs.

Upon initial contact, we will match up the City's response needs with appropriate personnel. The selected personnel will come equipped with personal protective equipment, field instruments and testing equipment. With our office located on the City of Green Bay's southwest side near HWY's 41 and 172, we are within minutes of any project in the City of De Pere.

We will be able to respond to requests for testing services relatively quickly, depending on technician availability. We request the City give as much notice as possible when requesting field testing or sampling. We typically consider a minimum 24-hour notice to be reasonable during the height of the construction season.

Rates

The attached rates presented are portal-to-portal with expenses and equipment rentals being additional. AET provides additional services not listed here; we appreciate any request for additional services and can provide pricing for those services upon request.

Please note, overtime rate for personnel is charged plus 25% for over 8 hours (single day) or Saturday; and at personnel rate plus 50% for work Sundays and legal holidays.

The unit prices provided will be in effect through the contract duration, December 31, 2022.

AMERICAN ENGINEERING TESTING, INC.

Turn-Around / Reports

Standard laboratory testing turn-around varies based on the requested test. Most of the testing requested by the City can be completed within 48 hours.

AET provides verbal test results on site to the City's designated representative, and if approved, directly to the contractor. AET will prepare a Daily Field Report (DFR) documenting attendance at a given project and detailing the tasks performed. A typed DFR will be submitted to the City along with field data collected. Laboratory test reports will be prepared as tests are completed. AET reports are distributed in electronic format (PDF) through our online Construction Hive. The Construction Hive is a personalized database an assigned user has control of to search, forward, download, or print selected reports.

Terms and Conditions

The terms and conditions will be per the Agreement for Services between the City of De Pere and American Engineering Testing, Inc

See our 'On-Call Approach' section for discussion on scheduling services.

Construction Safety

The contractors on the City project must provide labor and facilities for safe access to the work areas to be tested or observed. AET will not be held responsible for injuries to AET personnel or others due to unsafe site conditions, improper operation of equipment by contractors, or lack of safe access to test locations.

The contractors must comply with the latest OSHA regulations for trench excavation and safety, and general construction site safety. Their regulations require a contractor to assign a "competent person" on the site during trenching operations to determine safe slopes for excavations. AET cannot direct the contractors' personnel or work, and we cannot assume the responsibility for safety.

AMERICAN ENGINEERING TESTING, INC.

Acceptance

Please indicate your acceptance of this proposal by endorsing one the enclosed copies and returning it to us.

If you have questions regarding this proposal, please contact us.

Sincerely,

American Engineering Testing, Inc.

Zachary Kaup
Project Manager

Attachments: Proposed Fee Schedule

PROPOSAL ACCEPTED BY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Proposed Fee Schedule

Company Name: American Engineering Testing, Inc.

Local Office Address: 3194 Market Street, Suite D, Green Bay, WI 54304

Corporate Office Address: 550 Cleveland Avenue North, St. Paul, MN 55114

Company Representative: Zach Kaup – Project Manager

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10	$90.00	$900.00
Project Engineer	HR	10	$90.00	$900.00
Staff Engineer	HR	50	$90.00	$4,500.00
Field Technician				
Senior Technician	HR	50	$65.00	$3,250.00
Technician	HR	400	$55.00	$22,000.00
Clerical	HR	50	$40.00	$2,000.00
Mileage	MI	5,000	$0.70	$3,500.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	1.7		
Laboratory Testing Services				
Standard Proctor	EA	1	$115.00	$115.00
Modified Proctor	EA	10	$140.00	$1,400.00
Concrete Compression Test (Cylinder by Company)	EA	500	$15.00	$7,500.00
Concrete Compression Test (Cylinder by City)	EA	10	$15.00	$150.00
Handling of Backup Cylinders	EA	160	$15.00	$2,400.00
Aggregate Sieve Analysis	EA	10	$90.00	$900.00
Atterberg Limits	EA	1	$90.00	$90.00
Permeability, Granular Soils	EA	1	$290.00	$290.00
Permeability, Cohesive Soils	EA	1	$425.00	$425.00
Field Technician Services				
Sample Pickup	EA	1	$55.00	$55.00
Nuclear Density Gauge	½ DAY	100	$20.00	$2,000.00
Nuclear Density Gauge	DAY	5	$40.00	$200.00

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5	$500.00	$2,500.00
Soil Boring	VF	150	$18.00	$2,700.00
Traffic Control Requiring Flaggers	HR	N/A	$175.00	---
Report	EA	1	$1,100.00	$1,100.00

ECS MIDWEST, LLC
"Setting the Standard for Service"
Geotechnical • Construction Materials • Environmental • Facilities

January 5, 2022

Mr. Eric Rakers, P.E.
City Engineer
City of De Pere
925 S. Sixth Street
De Pere, WI 54115

ECS Proposal No: 59:4027

Re: Soil Testing Services – 2022 Construction
City of De Pere, Wisconsin

Mr. Rakers:

ECS Midwest, LLC appreciates the opportunity to develop our relationship with the City of De Pere by providing geotechnical engineering and construction materials consulting services to support your 2022 projects. We feel ECS has the requisite capabilities, knowledge, and resources to successfully perform the City of De Pere's geotechnical and construction materials consulting services. By choosing ECS to perform consulting services for your projects in 2022, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

ECS brings to your projects a depth and quality of resources typically found in a large national firm combined with the personalization of service delivery and flexibility of a small local firm. These attributes in conjunction with our ability to tailor quality and risk management methodology provides you with a strong value proposition that maximizes your probability of success and minimizes your risk.

We look forward to working with you on your projects. Please note that the attached "Proposed Fee Schedule" and "TERMS AND CONDITIONS OF SERVICE" are a part of this proposal. Should you have any questions regarding this letter, attached rates, or would like to schedule our services, please contact myself or Mr. Mark King in our Green Bay office at (920) 347-9040.

Respectfully submitted,

Troy Vetort, P.E.
Construction Materials Department Manager

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Troy Vetort, P.E.

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Engineering Services				
Project Manager	HR	10	$95.00	$950.00
Project Engineer	HR	10	$125.00	$1,250.00
Staff Engineer	HR	50	$65.00	$3,250.00
Field Technician				
Senior Technician	HR	50	$50.00	$2,500.00
Technician	HR	400	$45.00	$18,000.00
Clerical	HR	50	$35.00	$1,750.00
Mileage	MI	5,000	$0.65	$3,250.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	4		
Laboratory Testing Services				
Standard Proctor	EA	1	$130.00	$130.00
Modified Proctor	EA	10	$150.00	$1,500.00
Concrete Compression Test (Cylinder by Company)	EA	500	$13.00	$6,500.00
Concrete Compression Test (Cylinder by City)	EA	10	$23.00	$130.00
Handling of Backup Cylinders	EA	160	$5.00	$800.00
Aggregate Sieve Analysis	EA	10	$70.00	$700.00
Atterberg Limits	EA	1	$65.00	$65.00
Permeability, Granular Soils	EA	1	$275.00	$275.00
Permeability, Cohesive Soils	EA	1	$300.00	$300.00
Field Technician Services				
Sample Pickup	EA	1	$15.00	$15.00
Nuclear Density Gauge	½ DAY	100	$25.00	$2,500.00
Nuclear Density Gauge	DAY	5	$50.00	$250.00

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	5	$400.00	$2,000.00
Soil Boring	VF	150	$17.00	$2,550.00
Report	EA	1	$1,300.00	$1,300.00

ECS MIDWEST, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT- furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or two (2) times the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to

the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed

Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-19 Authorizing Agreement for Consultant Services Between City of De Pere and Ruekert & Mielke, Inc. (2022 Box Culvert Inspection).**

The Board of Public Works at the March 7, 2022 meeting approved the Box Culvert Inspection quote from Ruekert & Mielke, Inc in the amount of $61,650.50 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-19 (PDF)
- Ruekert & Mielke(2022 Concrete Box Culvert Inspection)3-9-22 (PDF)
- Exhibit A-Ruekert & Mielke-Box Culvert Inspection (PDF)
- Exhibit B-Ruekert & Mielke-Box Culvert Inspection (PDF)
- 2022 0307 CI_BOPW_Box_Culvert_RFP_Award (PDF)
- Project Overview Map(PDF)
- 2022 0127 CE_GRAEF_RFP_Box_Culvert_Fee Sheets (PDF)

RESOLUTION #22-19

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND RUEKERT & MIELKE, INC.
(Concrete Box Culvert Inspection)

WHEREAS, the City is in need of engineering services to perform a detailed inspection of the interior surface of the 1,826 foot long box culvert that runs from Grant Street (CTH EE), just west of South Sixth Street northward and eastward toward the Fox River, documenting the condition and noting the locations at which any deterioration is observed, as well as televising both the concrete box culvert and sanitary sewer located within the storm sewer; and

WHEREAS, Ruekert & Mielke, Inc. has available and offers to provide personnel and equipment necessary to accomplish such services within the required timeframe.

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 Ruekert & Mielke, 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 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/07/2022

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND RUECKERT & MIELKE, INC. (2022 Concrete Box Culvert Inspection)

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

WITNESSETH

WHEREAS, the City is in need of an engineering firm to perform a detailed inspection of the interior surface of the 1,826 foot long box culvert that runs from Grant Street (CTH EE), just west of South Sixth Street northward and eastward toward the Fox River, documenting the condition and noting the locations at which any deterioration is observed, as well as televising both the concrete box culvert and sanitary sewer located within the storm sewer; and

WHEREAS, the Consultant has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish said services within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into this 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 Exhibits A and B. Any change to the scope of services as identified therein shall be defined in a separate 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 necessary information concerning the project, including but not limited to, the previous inspection completed in 1997 by Brander Construction Technology, Inc., electrical power for coring of concrete via trailer generator, traffic control and lane closures permitting access to the box culvert and bulkheading and dewatering of the box culvert to allow for inspection and access.

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

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, in an amount not to exceed $61,650.50 to be paid in a lump sum, with monthly invoicing based upon the percentage of work completed. Payment to the Consultant is due upon receipt of invoice by the City; however, the City will not issue more than one payment per month. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and

recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XI. NON-DISCRIMINATION

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

XII. INSURANCE

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

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

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

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

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 XIX.

XIX. TERMINATION OF WORK

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

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

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

XX. MEDIATION

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

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

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

XXI. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:
Ruekert & Mielke, Inc.
Attention: Ryan T. Amtmann, P.E.
1400 Lombardi Avenue
Suite 101S
Green Bay, WI 54304

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

RUEKERT & MIELKE, INC.

By: _____
Printed Name: _____
Title: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Printed Name: _____
Title: _____

By: _____
Carey E. Danen, City Clerk

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Request for Proposals
For
2022 Concrete Box Culvert Inspection

The City of De Pere is seeking proposals to investigate the condition of an 1,826 foot long, by 5-foot high, by 7-foot wide, box culvert that runs from Grant Street (CTH EE), just west of S. Sixth Street northward and eastward to the Fox River.

The City will negotiate design services for fiscal year 2023 if repair is required.

Your proposal must be submitted to our office by Thursday, February 3 at 3 pm. Proposals can be submitted via e-mail to Eric Rakers at erakers@deperewi.gov.

GENERAL INFORMATION:

The City owns and maintains a 1,826 foot long, by 5-foot high, by 7-foot wide, box culvert that runs from Grant Street (CTH EE), just west of S. Sixth Street northward and eastward to the Fox River. This sewer services approximately 325 acres on the west side of De Pere. The service area is primarily residential with pockets of institution (West De Pere High School), park, and industrial uses. The water elevation in the sewer is often governed by the Fox River and will sit partially full when the Bay of Green Bay water levels are high or at times of high southerly winds.

The sewer crosses under two buildings in the western downtown area:

1. Nicolet Condominiums at 555 Main Avenue. This is a three story, 31 unit structure with underground parking and a pool.
2. Christ the Rock Community Church at 556 Main Avenue.

Starting at Grant Street the sewer also houses a 12-inch sanitary sewer along its western/ northern wall northward and eastward for approximately 1,365 feet.
This sewer was last inspected and repaired in 1997. Previous inspections by others have revealed numerous areas of deteriorated concrete on the walls and ceiling of the box culvert. In 1997, approximately 135 feet south of Grant Street, 380 feet of the box culvert had the top and side wall removed and was lined with a 48-inch storm sewer pipe in the bottom portion of the box culvert, embedded with aggregate material (see attached exhibits). The lined portion of the sewer shall be inspected under this request for proposals as well.

SCOPE OF SERVICES:

The selected firm will be responsible for entering the box culvert to visually inspect and complete the following:

A. Review record drawings pertaining to the previous repair of the sewer.
B. Perform a detailed inspection of the interior surface of the box culvert documenting the condition noted and the locations at which deterioration is observed.
C. Televise both the concrete box culvert and the sanitary sewer located within the storm sewer.
D. Test as necessary to determine the condition of the line. The tests should include rebound hammer tests, R-meter tests, soundings with a rock hammer, tests to determine the general pH levels within the concrete, and observations with a fiberscope.
E. Remove six (6) core samples from the concrete of the box culvert. The core samples would be used for chemical and petrographic analyses and compressive strength tests of the concrete.
F. Perform a structural analysis of the box culvert based on existing deteriorated conditions to determine what effect the deterioration has had on the load carrying capacity of the sewer.
G. Prepare a report of findings that would include:
    1. The results of the inspection, chemical and petrographic analyses, compressive strength tests, and structural analysis.
    2. Discussion of the condition of the box culvert, including feasible repair alternatives with general cost estimates for each.

MEETINGS

The consultant should include three meetings in the proposal as follows:

- Kickoff meeting.
- Preliminary findings meeting after inspection to discuss the identified repairs needed and the most effective course of action to address any deterioration observed.

The selected firm may be required to attend a Board of Public Works Meeting to go over the results of the inspection and discuss the condition of the box culvert and selected repair alternatives.

The majority of correspondence and review will be completed via e-mail.

SCHEDULING:

This proposal will be taken to the Board of Public Works for consideration and approval on March 7, 2022. Sewer inspection and testing shall be completed by August 31, 2022.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for the project include the following:

- Photographs of observed deterioration in JPG format.
- Sewer televising videos in a MP4 format.
- Sewer televising reports in a PDF format.
- Report of observed deterioration and recommended repairs in a Microsoft Word document.
- Testing results in PDF format.
- An engineer's estimate of the anticipated repairs and associated costs in a Microsoft Excel spreadsheet.

ADDITIONAL INFORMATION:

City personnel are not trained for confined space entry and are unable to assist with the sewer inspection. The City will provide the following to the consultant for the inspection of the sewer:

- The box culvert inspection completed in 1997 by Brander Construction Technology, Inc.
- Electrical power via trailer generator for coring of concrete.
- Traffic control and lane closure permitting to provide access to the box culvert.
- Bulkheading and dewatering of the box culvert to allow for inspection and access.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Fee (Total):_____

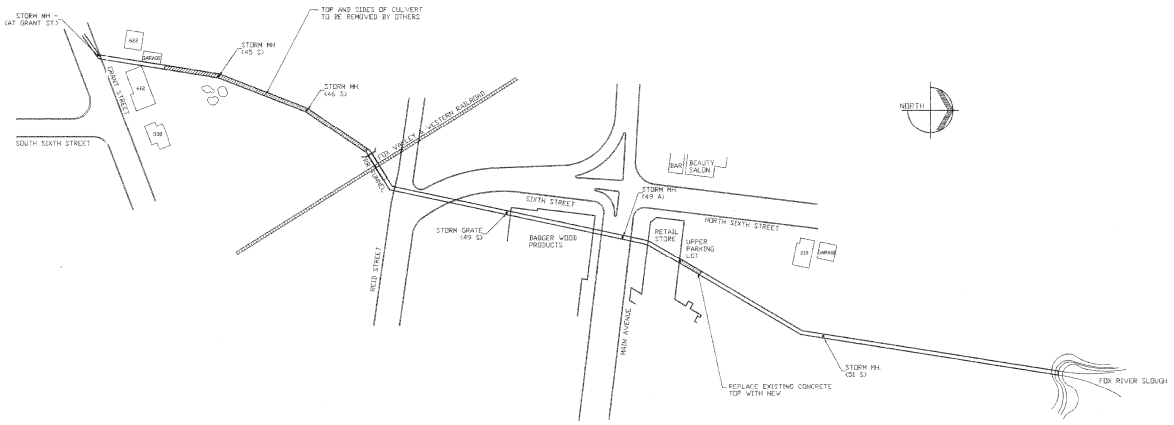
Item	Description	Quantity	Unit	Unit Price	Amount
A. Meetings					
A-1	Kickoff Meeting	1	LS	$	$
A-2	Preliminary Findings Meeting	1	LS	$	$
A-3	Board of Public Works Meeting (If Needed)	1	LS	$	$
B. Inspection and Testing					
B-1	Interior Inspection of Box Culvert (Not 48" Relayed Sewer)	1,446	LF	$	$
B-2	Televising of the Concrete Box Culvert	1,446	LF	$	$
B-3	Televising of the 48" Relayed Storm Sewer	380	LF	$	$
B-4	Televising of the sanitary sewer in the Box Culvert	1,365	LF	$	$
B-5	Core Samples (As Needed)	6	EA	$	$
B-6	Chemical & Petrographic Analysis (As Needed)	6	EA	$	$
B-7	Compressive Strength Tests (As Needed)	6	EA	$	$
B-8	Inspection and Testing Findings Report	1	LS	$	$
B-9	Mileage	200	MI	$	$
				TOTAL	$

CITY OF DE PERE

Public Works - Engineering Department

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





BOX CULVERT LAYOUT

SCALE: 1" = 80'

GENERAL NOTES:

1. REPAIR THE INSIDE SURFACE OF THE BOX CULVERT AS SHOWN. (251 S.F.) REFERENCE DWG SHEETS S3 THRU S8.
2. REMOVE AND REPLACE A 41' SECTION OF THE 8" THICK BOX CULVERT TOP. (349 S.F.) REFERENCE DWG SHEETS S6 AND S8.
3. REPAIR AN APPROX. 3" WIDE CRACK IN THE MASONRY SECTION OF THE CULVERT UNDER THE RAILROAD TRACKS. REFERENCE DWG SHEETS S4 AND S8.
4. REFERENCE PLANS AND DETAILS FOR GENERAL AREAS REQUIRING REPAIRS, DETAILS AND SPECIFICATIONS FOR REPAIR PROCEDURE.

CODE	REV.	ISSUED TO	BY
C	0	CONTRACTOR	PRM
A	0	OWNER	PRM

A	PRELIMINARY	C	BIDS-CONTRAC	E	CONSTRUCTION
B	DESIGN/REVIEW	D	FABRICATION	F	AS-BUILT

REV. NO.	DATE	DESCRIPTION	BY

THIS DRAWING IS AN INSTRUMENT DESIGNED TO FACILITATE THE WORK UNDER THE PROJECT NUMBER INDICATED. IT THE PROPERTY OF BRANDER CONSTRUCTION TECHNOLOGY, INC. AND IS NOT TO BE USED FOR OTHER WORK, EXCEPT BY WRITTEN AGREEMENT WITH BRANDER CONSTRUCTION TECHNOLOGY, INC.

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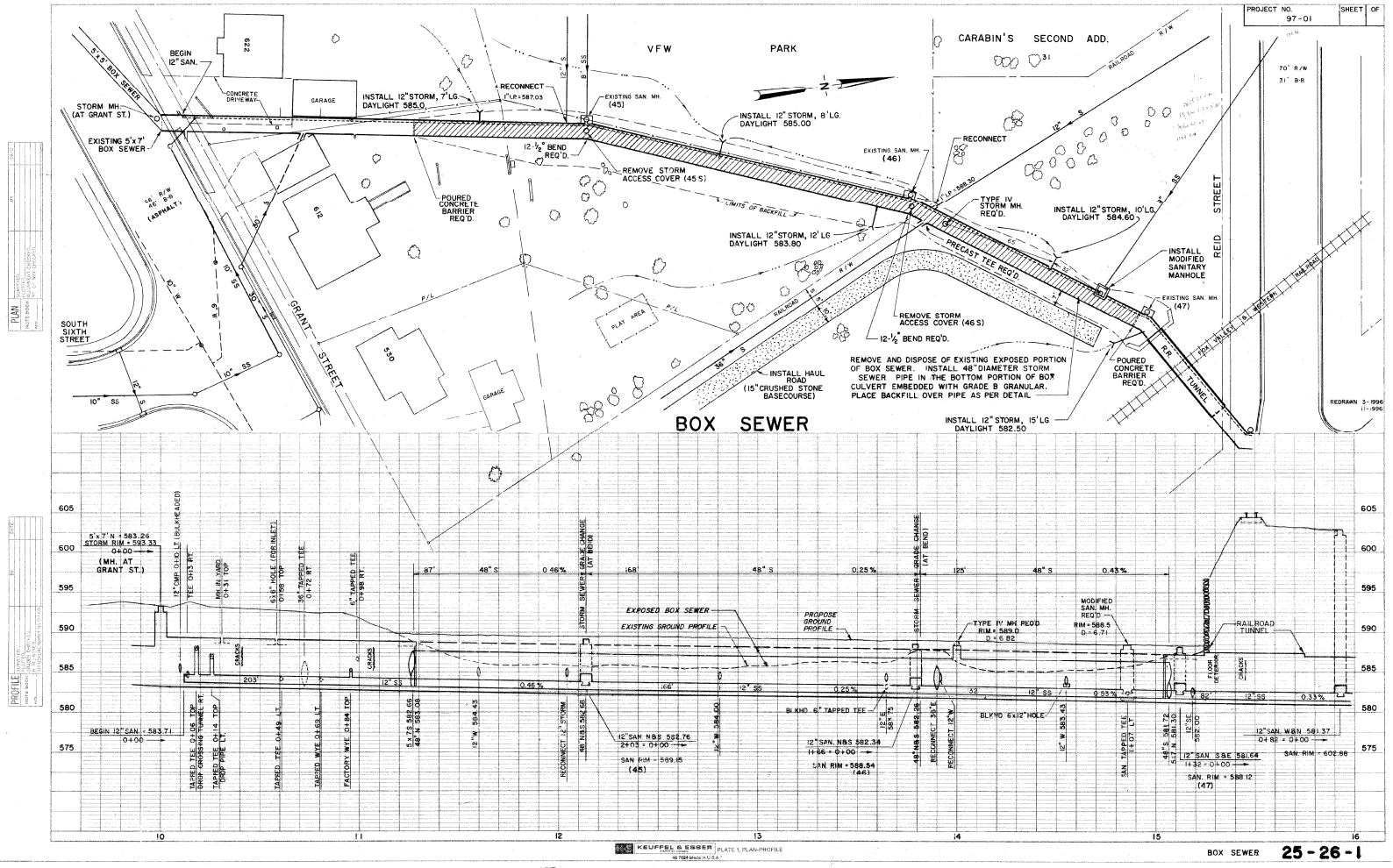
BRANDER Construction Technology, Inc.
CONSULTING ENGINEERS
2357 WEST MASON STREET GREEN BAY, WISCONSIN
(414) 499-0260 FAX (414) 499-4548

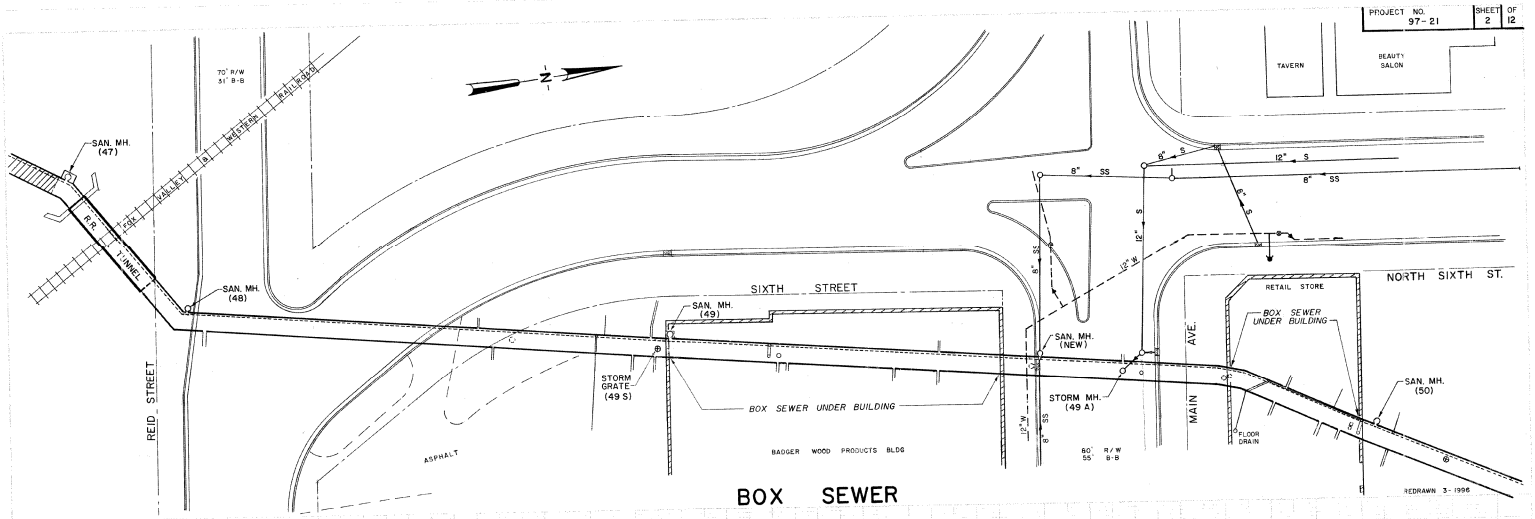
PROJECT NO.	557-100896	CADD FILE	A:\DWG\557\100896\S2.DWG

CITY OF DE PERE
DEPARTMENT OF PUBLIC WORKS
BOX CULVERT REPAIR
DE PERE, WISCONSIN

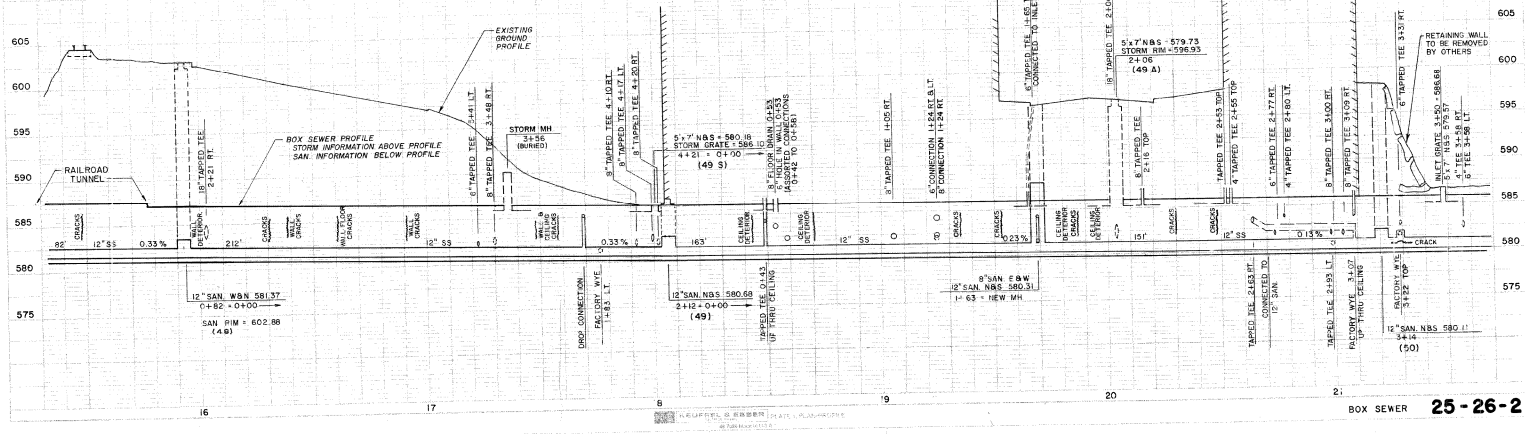
TITLE
BOX CULVERT LAYOUT

DRAWN BY: MSL	DATE: 12/21/95	SCALE: 1" = 80'-0"	
ENGR'S BY: PRM	DRAWING NO.		REV. NO.
CHK'D BY: PRM	S2		0
APP'D BY:			


PROJECT NO. 97-01
SHEET OF
BEGIN 12" SAN.
5'x7' BOX SEWER
STORM MH. (AT GRANT ST.)
EXISTING 5'x7' BOX SEWER
CONCRETE DRIVEWAY
GARAGE
INSTALL 12"STORM, 7'LG. DAYLIGHT 585.0
RECONNECT
EXISTING SAN. MH. (45)
INSTALL 12" STORM, 8'LG. DAYLIGHT 585.00
12-½° BEND REQ'D.
REMOVE STORM ACCESS COVER (45 S)
POURED CONCRETE BARRIER REQ'D.
LIMITS OF BACKFILL
INSTALL 12"STORM, 12' LG DAYLIGHT 583.80
EXISTING SAN. MH. (46)
RECONNECT
TYPE IV STORM MH. REQ'D.
INSTALL 12"STORM, 10'LG. DAYLIGHT 584.60
PRECAST TEE REQ'D.
INSTALL MODIFIED SANITARY MANHOLE
EXISTING SAN. MH. (47)
REMOVE STORM ACCESS COVER (46 S)
12-½° BEND REQ'D.
INSTALL HAUL ROAD (15" CRUSHED STONE BASECOURSE)
REMOVE AND DISPOSE OF EXISTING EXPOSED PORTION OF BOX SEWER. INSTALL 48" DIAMETER STORM SEWER PIPE IN THE BOTTOM PORTION OF BOX CULVERT EMBEDDED WITH GRADE B GRANULAR. PLACE BACKFILL OVER PIPE AS PER DETAIL
POURED CONCRETE BARRIER REQ'D.
INSTALL 12"STORM, 15'LG. DAYLIGHT 582.50
VFW
PARK
CARABIN'S SECOND ADD.
REID STREET
GRANT STREET
SOUTH SIXTH STREET
RAILROAD TUNNEL
PLAY AREA
BOX SEWER
EXPOSED BOX SEWER
EXISTING GROUND PROFILE
PROPOSE GROUND PROFILE
TYPE IV MH REQ'D. RIM = 589.0
MODIFIED SAN. MH. REQ'D
RAILROAD TUNNEL
5'x7' N = 583.26 STORM RIM = 593.33
(MH. AT GRANT ST.)
BEGIN 12" SAN. = 583.71
12" SAN. N&S 582.76
SAN RIM = 589.15 (45)
12" SAN. N&S 582.38
SAN RIM = 588.54 (46)
12" SAN. S&E 581.64
SAN RIM = 588.12 (47)
12" SAN. W&N 581.37
SAN RIM = 602.88
BLKHD 6"x12" HOLE
BLKHD 6" TAPPED TEE
REDRAWN 3-1996
11-1996
KEUFFEL & ESSER
PLATE 1, PLAN-PROFILE
BOX SEWER
25-26-1



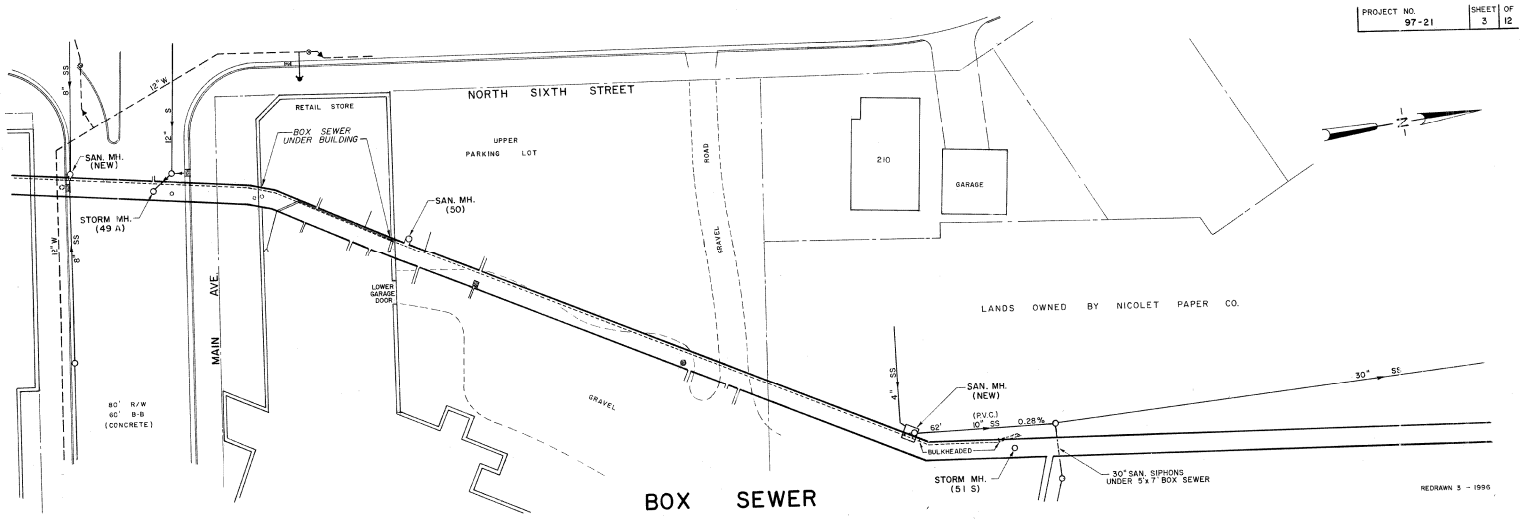
BOX SEWER

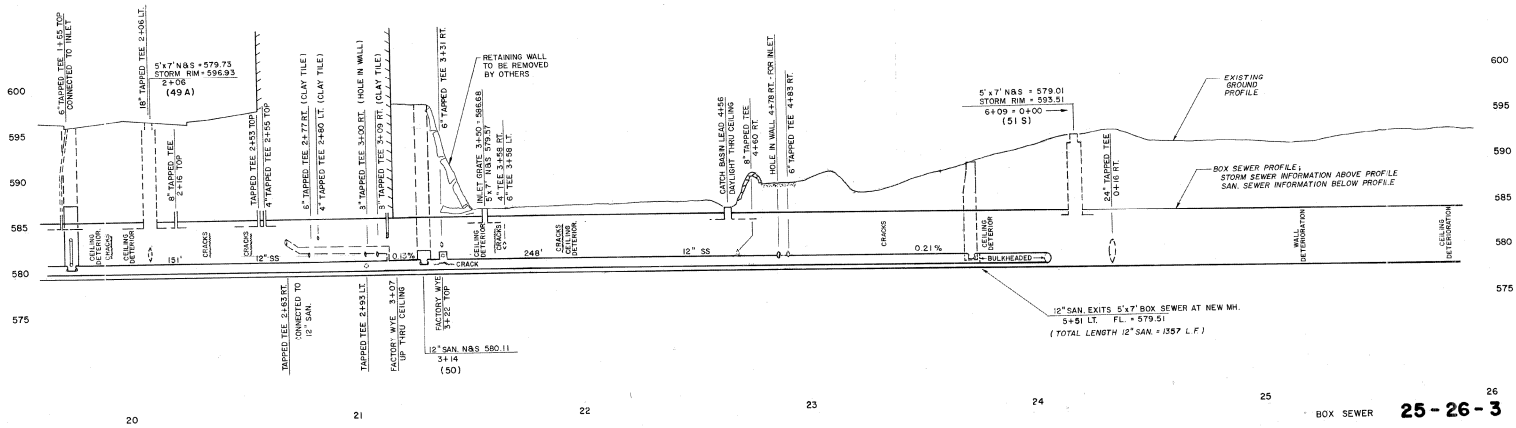


REUPERT & EBBERT CIVIL ENGINEERS

BOX SEWER **25-26-2**

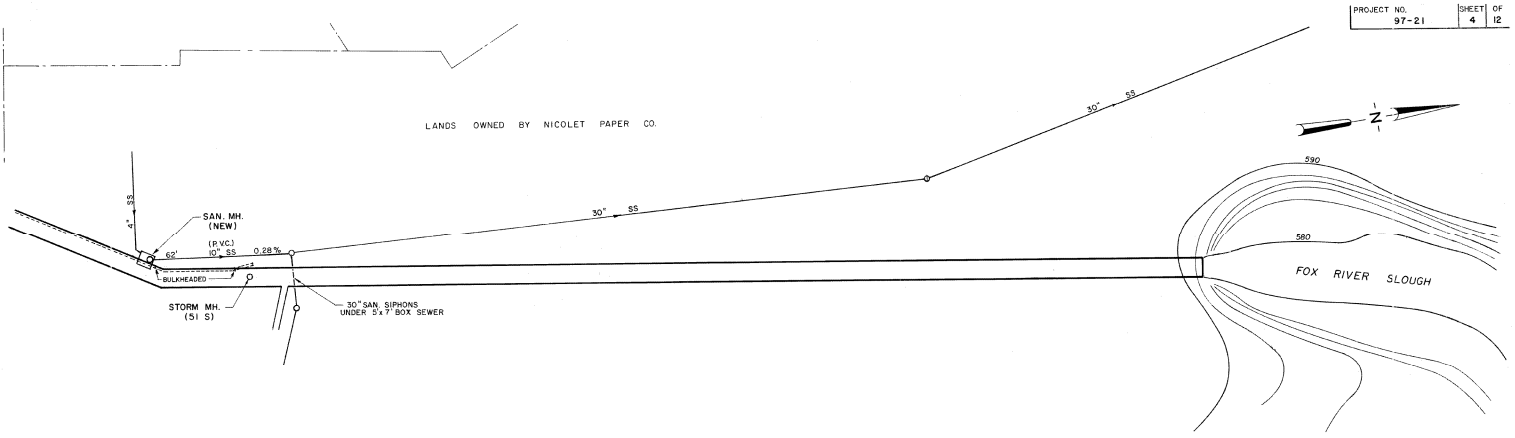
PROJECT NO. 97-21 | SHEET 3 OF 12





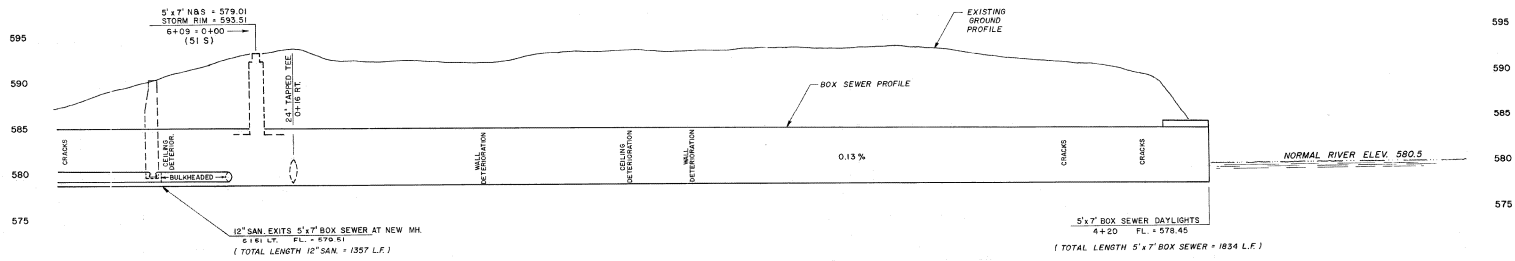
BOX SEWER **25 - 26 - 3**

PROJECT NO. 97-21 | SHEET 4 OF 12

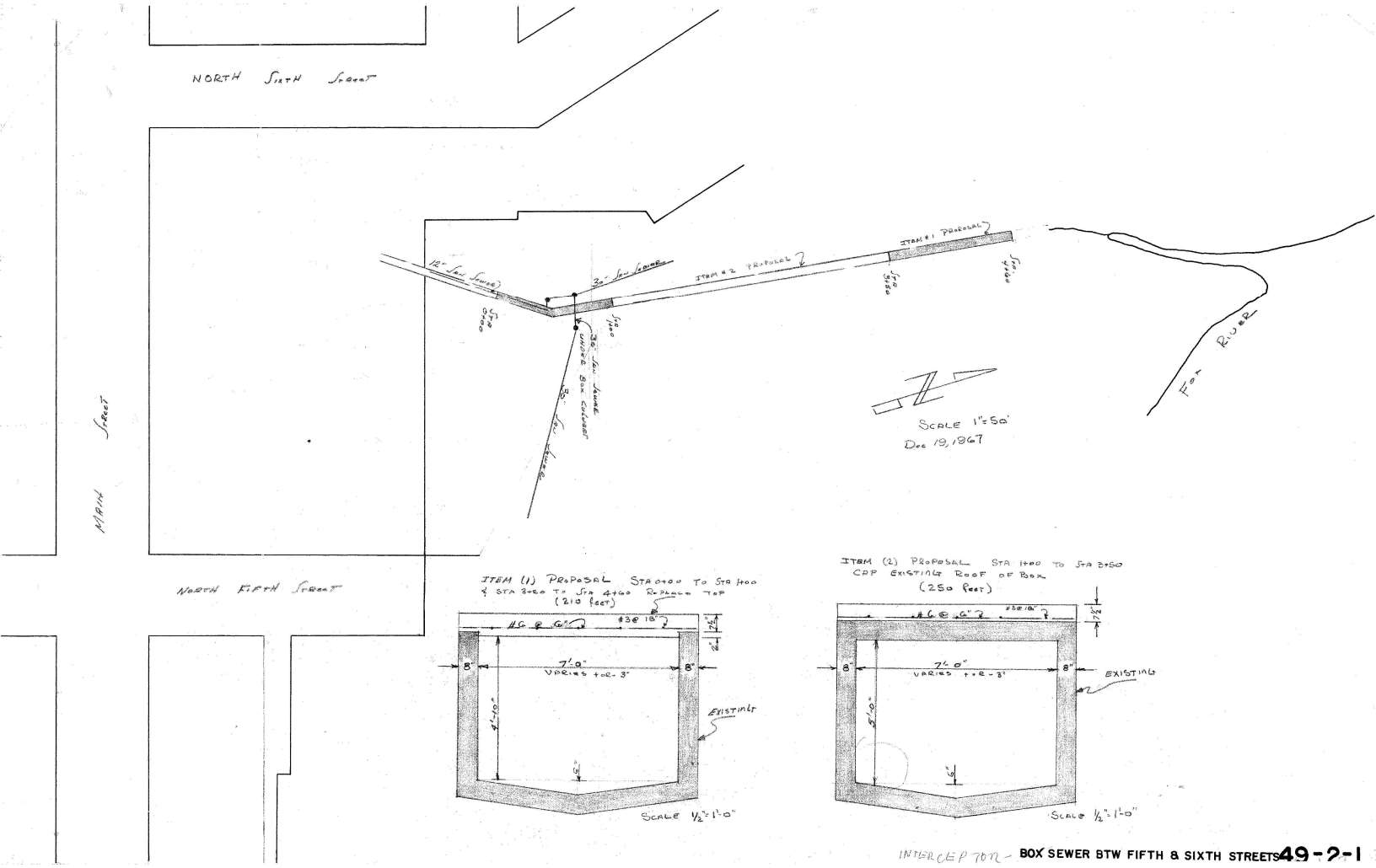


BOX SEWER

REDRAWN 3-1996

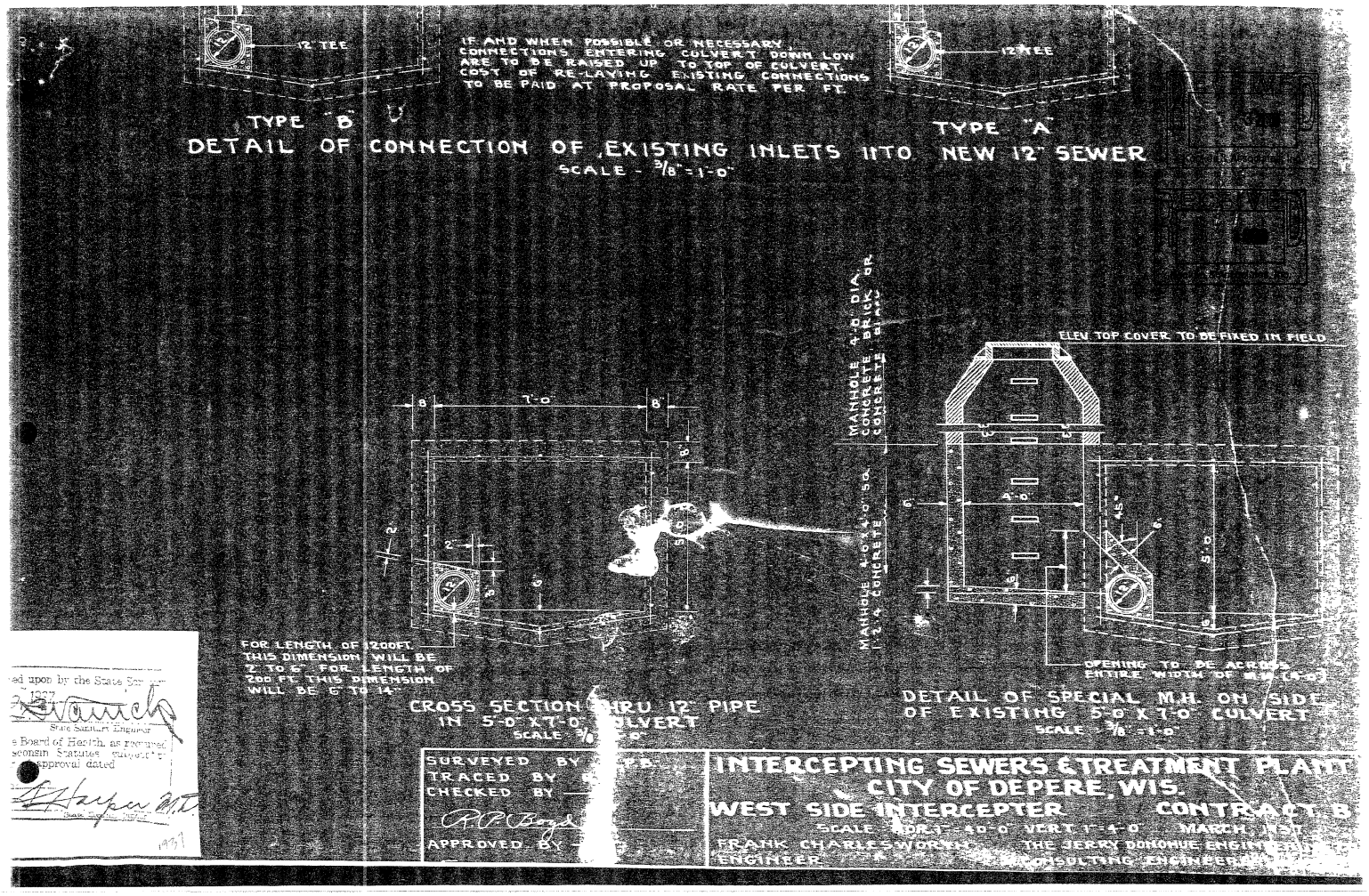


BOX SEWER **25-26-4**



INTERCEPTOR - BOX SEWER BTW FIFTH & SIXTH STREETS 49-2-1

Exhibit A



ed upon by the State Sa
1937
State Sanitary Engineer
s Board of Health, as required
sconsin Statutes, under date
approval dated
1937

SURVEYED BY
TRACED BY
CHECKED BY
APPROVED BY

INTERCEPTING SEWERS & TREATMENT PLANT
CITY OF DEPERE, WIS.
WEST SIDE INTERCEPTER CONTRACT B
SCALE HOR. 1"=40'-0" VERT. 1"=4'-0" MARCH, 1937
FRANK CHARLES WORDEN, ENGINEER
THE JERRY DONOHUE ENGINEERING CO. CONSULTING ENGINEERS

Exhibit A
Page 1

Proposed Fee Schedule

Company Name: Ruekert & Mielke, Inc.

Company Address: 1400 Lombardi Avenue, Suite 101S

Company Address: Green Bay, WI 54304

Company Representative: Ryan T. Amtmann, P.E.

Signature: 

Fee (Total): $61,650.50

Item	Description	Quantity	Unit	Unit Price	Amount
A. Meetings					
A-1	Kickoff Meeting	1	LS	$ 1,000.00	$ 1,000.00
A-2	Preliminary Findings Meeting	1	LS	$ 2,000.00	$ 2,000.00
A-3	Board of Public Works Meeting (If Needed)	1	LS	$ 500.00	$ 500.00
B. Inspection and Testing					
B-1	Interior Inspection of Box Culvert (Not 48" Relayed Sewer)	1	LS	$ 16,500.00	$ 16,500.00
B-2	Televising of the Concrete Box Culvert	1,446	LF	$ 1.50	$ 2,169.00
B-3	Televising of the 48" Relayed Storm Sewer	380	LF	$ 1.50	$ 570.00
B-4	Televising of the sanitary sewer in the Box Culvert	1,365	LF	$ 1.50	$ 2,047.50
B-5	Core Samples (As Needed)	6	EA	$ 1,980.00	$ 11,880.00
B-6	Chemical & Petrographic Analysis (As Needed)	6	EA	$ 2,640.00	$ 15,840.00
B-7	Compressive Strength Tests (As Needed)	6	EA	$ 165.00	$ 990.00
B-8	Inspection and Testing Findings Report	1	LS	$ 8,000.00	$ 8,000.00
B-9	Mileage	200	MI	$ 0.77	$ 154.00
				TOTAL	$ 61,650.50

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 7, 2022

RE: **Consideration and possible action on Quote for 2022 Box Culvert Inspection***

The City of De Pere received proposals to investigate the condition of a 1,826 foot long, by 5-foot high, by 7-foot wide, box culvert that runs from Grant Street (CTH EE), just west of S. Sixth Street northward and eastward to the Fox River. A section of this box culvert includes a 12" sanitary sewer running inside. The box culvert was last repaired in 1997. This item has been in the budget for several years but was not feasible due to the elevation of the Fox River.

The summary of the estimated cost for the inspection of the box culvert and associated sanitary sewer is as follows:

Consultant	Estimate
Ruekert & Mielke	$61,650.50
Graef	$65,258.00

The City also requested proposals from Ayres Associates, Becher Hoppe, Cedar Corporation, and raSmith. Each of these firms indicated they wouldn't be submitting a proposal with exception of Becher Hoppe, who never responded.

Information from this investigation will be used to budget potential repairs and for the design of those repairs. The design is not included in this proposal.

There is $60,000 funded for this project in the Capital Improvement Program. The storm water utility is funding $40,000 and the remaining $20,000 is coming from the sewage revenue fund. The additional $1,650.50 will come from the sewage revenue fund.

The staff recommendation is to accept the proposal from Ruekert & Mielke for the 2022 Concrete Box Culvert Inspection.

Attachments:

2022 0127 Box Culvert RFP (PDF)
Project Overview Map (PDF)
2022 0127 GRAEF_Concrete_Box_Culvert_Inspection (PDF)
2022 0127 RM_Concrete_Box_Culvert_Inspection (PDF)

CITY OF DE PERE

Public Works - Engineering Department

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



X:\ENG\Correspondence\General\2022\2022 Concrete Box Culvert Inspection\Project Overview Map.docx

GRAEF Revised Fees 2-03-2022

Item	Description	Quantity	Unit	Unit Price	Amount
A. Meetings					
A-1	Kickoff Meeting	1	LS	$ 1,500	$1,500
A-2	Preliminary Findings Meeting	1	LS	$ 1,200	$1,200
A-3	Board of Public Works Meeting (If Needed)	1	LS	$ 800	$ 800
B. Inspection and Testing					
B-1	Interior Inspection of Box Culvert (Not 48" Relayed Sewer)	1 ~~1,446~~	LS ~~LF~~	$ 31,850	$31,850
B-2	Televising of the Concrete Box Culvert	1,446	LF	$1.35	$1,952
B-3	Televising of the 48" Relayed Storm Sewer	380	LF	$1.35	$513
B-4	Televising of the sanitary sewer in the Box Culvert	1,365	LF	$1.35	$1,843
B-5	Core Samples (As Needed)	6	EA	$ 415	$2,490
B-6	Chemical & Petrographic Analysis (As Needed)	6	EA	$1,950	$11,700
B-7	Compressive Strength Tests (As Needed)	6	EA	$ 75	$ 450
B-8	Inspection and Testing Findings Report	1	LS	$10,850	$10,850
B-9	Mileage	200	MI	$ .55	$ 110
				TOTAL	$65,258

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Resolution #22-20 Authorizing Sponsored Research Agreement for Consulting Services Between the City of De Pere and the Board of Regents for the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (Mystic Creek Subdivision Archeological Investigation).**

ATTACHMENTS:

- Reso22-20 (PDF)
- UW-Milwaukee(Mystic Creek Subdivision Archaeological Investigation)3-10-22 (PDF)
- Exhibit A- Project_21-16_UWM_Archaeological_Proposal (PDF)
- 2022 0315 CI_CC_Project_21-16_Arch (PDF)
- Project_21-16_Stantec_Archaeological_Proposal (PDF)

RESOLUTION #22-20

AUTHORIZING SPONSORED RESEARCH AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF THE UNIVERSITY OF WISCONSIN-MILWAUKEE
(Mystic Creek Subdivision Archeological Investigation)

WHEREAS, the City is in need of a cultural resource management firm to perform a detailed evaluation of the Mystic Creek Subdivision to determine the project's potential to adversely impact the site and better define the archeological site limits and character relative to the impacted areas for submission to the Wisconsin Department of Natural Resources; and

WHEREAS, the University of Milwaukee Office of Sponsored Research Office has available and offers to provide personnel and equipment necessary to accomplish such services within the required timeframe.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to enter into such Sponsored Research Agreement for Consulting Services Between the City of De Pere and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (Mystic Creek Subdivision Archeological Investigation), 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 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

SPONSORED RESEARCH AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF THE UNIVERSITY OF WISCONSIN-MILWAUKEE (Mystic Creek Subdivision Archaeological Investigation)

THIS AGREEMENT made and entered into this ___ day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City" a/k/a "Sponsor"), and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, a Wisconsin educational institution ("Consultant" a/k/a the "University").

WITNESSETH

WHEREAS, the City is in need of a cultural resource management firm to perform a detailed evaluation of the Mystic Creek Subdivision to determine the project's potential to adversely impact the site and better define the archaeological site limits and character relative to the impacted areas for submission to the Wisconsin Department of Natural Resources; and

WHEREAS, the Consultant has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish said services within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the Consultant's Proposal (Exhibit A) attached hereto and incorporated by reference. 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 this 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

University agrees to perform those services described on Exhibit A. Any change to the scope of services as identified therein shall be defined in a separate 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 necessary information concerning the project as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

The University and its employees shall have the right, at their discretion, to release information or to publish any data, writings, or material resulting from the Project or to use such in any way for its educational and research purposes. The University shall furnish the Sponsor with a copy of any proposed publication in advance of the proposed publication date and grant the Sponsor thirty (30) days for review and comment. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

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.

VI. AUDITOR ACCESS

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

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any 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, in the amount of $6,860.00 to be paid in a lump sum. Payment to the Consultant is due upon receipt of invoice by the City and shall be made to: Bursar's Office, University of Wisconsin-Milwaukee, P.O. Box 500, Milwaukee, WI 53201.

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

The University warrants and represents that it is self-funded for liability insurance as an agency of the State of Wisconsin. This liability insurance protection applies to University officers, employees and agents while acting within the scope of their duties. The University cannot extend liability insurance protection to any other person.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVII. 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 30 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.

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Ms. Kate Mollen, Director
Office of Sponsored Research
P.O. Box 340
Milwaukee, WI 53201-0340
E-mail: or-osp-contracts@uwm.edu

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

BOARD OF REGENTS OF THE UNVERSITY OF WISCONSIN SYSTEM (on behalf of the University of Wisconsin-Milwaukee)

By: _____
Kate Mollen, Director
Office of Sponsored Research

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2022\Consultant\UW-Miwaukee(Mystic Creek Subdivion Archaeological Investigation)3-10-22.docx

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UNIVERSITY of WISCONSIN
UWMILWAUKEE

Archaeological Research Laboratory Center

Cultural Resource Management

Sabin Hall, Rm 290
PO Box 413
Milwaukee, WI
53201-0413
414-229-3078
www.uwm.edu
www.uwm.edu/archaeology-laboratory/

February 28, 2022

Brandon Robaidek, P.E.
Civil Engineer
Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd
Hobart, WI, 54155

RE: Archaeological Investigations
Mystic Creek Subdivision
Brown County, Wisconsin
UWM-CRM 2022-0192

Dear Mr. Robaidek,

The Cultural Resource Management program (Archaeological Research Laboratory Center) at the University of Wisconsin-Milwaukee (UWM) is pleased to offer a scope of work and estimated cost to conduct cultural resource investigations for the above referenced project.

Authority
The City of De Pere and Robert E. Lee & Associates, Inc. are developing a new residential subdivision. The project requires a stormwater construction permit from the Wisconsin Department of Natural Resources (WisDNR). As such, it is such, it is subject to Wisconsin Statute §44.40. During the permit review, WisDNR determined that the project location is partially coincident with previously identified archaeological site 47BR0191 (Nelson).

Scope of Services
The methods and techniques used during the study will follow those standards promulgated in the Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation and the Guide for Public Archaeology in Wisconsin. The use of these documents as guides for historic preservation planning is endorsed by the Wisconsin State Historic Preservation Office (SHPO).

Identification Studies
Archaeological investigations will be conducted to assess the potential for project activities to impact historic (archaeological) properties within the project's area of potential effect (APE). The APE is defined as the portion of the project location coincident with previously identified archaeological site 47BR0191.

Archaeological Investigations
The archaeological study will consist of archives and literature research and field investigations. The archival research will identify all previously reported archaeological sites both within the APE and within a one-mile radius of the APE. The archival research will also document locales within the APE that have already been subjected to archaeological survey. Field investigations will consist of intensive Phase I archaeological survey of the APE using visual inspection and/or shovel probe testing.

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Archaeological fieldwork is dependent on weather conditions and cannot take place until the ground is fully thawed. Given normal weather patterns, fieldwork is anticipated to be completed by April 8, 2022.

The scope assumes no significant archaeological materials are encountered and does not include evaluation studies for archaeological sites.

Reporting

The results of the archaeological investigations will be documented using standard WisDNR Archaeological Field Survey Report Form. The report will be submitted to the City of De Pere, Robert E. Lee and Associates, Inc., and WisDNR in a .pdf format. Three hard copies will be submitted to the DNR. If fieldwork is completed by April 8, 2022 then reporting can be completed by April 15, 2022.

Costs

The cost for the work is a lump sum of $6,860.00.

Please note that the cost assumes that no significant archaeological materials will be encountered during the work.

The official institution name used in contracts, grants, and other official agreements is: The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee. If awarded, we respectfully request the ability to negotiate the terms and conditions from the sponsor. Please note that as an agency of the State of Wisconsin and an academic institution the following conditions are required:

1. We are self-insured under secs. 895.46, 893.82 and 20.505(2)(k) of the Wisconsin Statutes.
2. We are not permitted, by law, to indemnify or defend any sponsor.
3. We require the right to publish or use information, data, writings, or materials resulting from research for educational and research purposes.

If you would like a copy of our standard research agreement to review our language in more detail, please feel free to visit UWM Standard Terms and Conditions.

If there are questions or concerns regarding the scope of work, or to further discuss the project, please do not hesitate to contact me at (414) 251-6138 or at wedwards@uwm.edu.
Sincerely,

DocuSigned by:
Richard Edwards
ACAD14086F0340F...
Richard W. Edwards IV, PhD
Principal Investigator

DocuSigned by:
Kate Mollen
555DCF8C12B6453...
Kate Mollen
Director, Office of Sponsored Research

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Common Council
From: Eric P. Rakers, P.E., City Engineer
Date: March 15, 2022

RE: **Consideration and Approval for the acceptance of a quote from the University of Wisconsin-Milwaukee Cultural Resource Management Program to complete Archaeological Investigations at the Mystic Creek Subdivision.**

During the initial review of the City's stormwater construction permit application for the new Mystic Creek Subdivision, the Wisconsin Department of Natural Resources (WDNR) found that the project site is located within an archaeological area. Subsequently, the City is required to consult with a cultural resource management firm to evaluate the project's potential to adversely impact the site and better define the archaeological site limits and character relative to the impacted areas. The WDNR will not approve any further permits or allow construction to start until this archaeological evaluation is completed. Through the City's consulting engineer, Robert E. Lee and Associates, two quotes were obtained to complete the archaeological investigation:

Firm	Quote
University of Wisconsin-Milwaukee Cultural Resource Management Program	$6,860.00
Stantec Consulting Services, Inc.	$23,250.00

Engineering Staff is requesting that Council approve proposal from the University of Wisconsin-Milwaukee Cultural Resource Management Program. With Council's approval, the archaeological investigation can take place prior to the next scheduled meeting for the Board of Public Works in early April. Delay in this investigation will further delay the stormwater permitting, project start and project completion for the proposed subdivision.

The cost to complete this archaeological investigation will be paid by the developer via a 20% engineering and administrative fee as part of the Public Infrastructure Improvement Agreement to construct the subdivision.

Recommendations
To prevent delay in the permit approval process, the Engineering Division is requesting that Council accept the quote from the University of Wisconsin-Milwaukee Cultural Resource Management Program in the amount of $6,860.00.

Attachments
- Project_21-16_UWM_Archaeological_Proposal
- Project_21-16_Stantec_Archaeological_Proposal

Stantec Consulting Services Inc.
8200 East 34th Street Circle North
Suite 1201
Wichita KS 67226-1363

March 4, 2022

Project/File: Mystic Creek Subdivision

Brandon Robaidek
1250 Centennial Centre Blvd
Hobart, WI 54155

Dear Brandon Robaidek,

Stantec Consulting Services Inc. (Stantec) is providing this scope of work (SOW) based on information provided by Robert E. Lee & Associates, Inc. (REL) on February 28, 2022. Stantec understands that if selected we will contract directly with the City of De Pere, Wisconsin. The SOW includes background research, phase I archaeological survey, and documentation and reporting required for review of the Mystic Creek Subdivision Project (Project) by the Wisconsin Department of Natural Resources (WisDNR) pursuant to Wisconsin Statutes § 44.40. Stantec understands that the Project would require archaeological investigations of previously recorded archaeological sites including the Nelson (47BR191) site to be in compliance with Wisconsin Statutes § 44.40.

Stantec understands that the Project is located east of Interstate Highway 41 between Larry Lane and Moonshadow Lane in the City of De Pere, Brown County, Wisconsin; and consists of approximately 45.4 acres (Project area) of private land. Roughly 16 acres of the Project area are within the mapped boundary of the Nelson (47BR191) archaeological site which require archaeological investigations to determine the impact of the project on the archaeological resource.

Scope of Work

Task 1. Background Research

Upon receiving Notice to Proceed (NTP) and signed contract, Stantec will conduct a review of reference materials associated with the Mystic Creek Subdivision parcel. This research will include review of the archaeological site files maintained by the Wisconsin State Historic Preservation Office (SHPO), plat maps available online from the Wisconsin Historical Society (WHS), and historic aerial imagery available through the Wisconsin Historic Aerial Imagery Finder and the Brown County GIS portal. This review will be conducted in order to assess the documented history of the Project area, the level of previous disturbance that has occurred within the Project area, and the likelihood of encountering archaeological materials during the current archaeological investigation effort.

Task 2. Phase I Archaeological Survey

After completion of background research, Stantec will conduct a Phase I archaeological survey to identify any archaeological sites, if present, within the Project area. Stantec assumes that the entire 16 acres identified as being within the boundaries of archaeological site 47BR919 will require shovel test survey.

This proposal assumes that no human remains will be encountered during Phase I survey activities. If human remains are discovered, all survey will stop, and procedures outlined in Wisconsin Statutes § 157.70 will be followed. Additionally, if human remains are encountered, a Change Order will be submitted to address the additional work associated with the discovery of these remains.

Task 3. Documentation and Reporting

Following completion of the Phase I archaeological survey, a letter report addressing the project will be submitted to the City of De Pere for review and approval, prior to final submittal to WisDNR. This report will include a brief background context for the parcel, a description of the Phase I archaeological survey methods employed, and the survey results, including any identified resources.

The report will also include Stantec's recommendations for project clearance or any additional work that may be needed. Exhibits attached to the report will include site location maps for identified sites (if any) and images. Following receipt of comments from City of De Pere. Stantec will prepare and submit the required documentation to the WisDNR. Stantec will forward any letters, if provided to Stantec, from WisDNR concurring with the findings and recommendations of the project technical report to the client upon receipt.

Assumptions

1. Stantec will be furnished available information needed for the Project, including Project area boundaries in electronic format (i.e., KMZ, SHP, CAD), all of which Stantec may rely upon without independent verification in performing the services. If Project boundaries are not provided in electronic format, they will be marked in the field or clearly evident to the field team.

2. Stantec will be furnished land access to the Project area by the Client and Client will provide notification to all landowners prior to fieldwork.

3. Severe weather, winter conditions, access to the site, and other unforeseeable circumstances will not delay or affect the amount of time required for the archaeological survey. Archaeological investigations are weather dependent. Survey cannot be conducted when the ground is saturated, frozen, or snow covered. Delays to fieldwork caused by severe weather, site access, or other unforeseeable circumstances are considered an extra service and will be provided, if necessary, under a separate scope and cost estimate.

4. The Project area is approximately 45.4 acres in size. and Stantec assumes that 16 acres within the boundary of archaeological site 47BR191 will require shovel test survey. Therefore, Stantec assumes that no more than 375 shovel tests will be necessary to complete the archaeological survey.

5. No archaeological materials will be identified. If archaeological material within archaeological site 47BR191 is encountered during the survey, then its documentation is beyond this SOW. Standard site documentation can be completed for $1500 per site, including up to 50 artifacts. All artifacts

would be returned to the landowner following completion of the project. Stantec would submit a change order prior to completing the additional work.

6. Up to one (1) combined round of comments will be provided by the Client and the WisDNR.

7. Meetings or coordination with agencies, including in person meetings, or with stakeholder groups are considered an extra service and will be provided, if necessary, under a separate SOW and cost estimate.

8. Two hard copies of a final report, plus one electronic copy will be prepared for submittal to the WisDNR.

9. Any additional work deemed necessary outside the stated assumptions, including, 1) Human remains encountered and 2) Native American/SHPO consultation is outside of the scope and cost provided herein, and will require an approved Change Order from the City of De Pere before Stantec will be able to commence additional work. Stantec will work with the City of De Pere to develop an additional scope or work should this be necessary.

Schedule

Stantec will conduct the background research within three weeks of written authorization to proceed. Per Wisconsin Archaeological Guidelines, archaeological survey cannot be completed with frozen ground conditions. Stantec anticipates conducting phase I archaeological survey fieldwork in mid- to late- April 2022 as soon as weather conditions allow. A draft final report will be completed within three weeks from completion of archaeological survey fieldwork. Stantec will finalize the final report within one week of receipt of comments from the Client.

Cost Estimate

Stantec will complete the SOW detailed above for a time and materials fee estimate of $23,250.00. Stantec will submit monthly billings organized by task. Stantec reserves the right to move budget between tasks, as needed.

Table 1. Cost Proposal

Task	Cost Structure	Total
Task 1. Background Research	Time and materials	$1,650
Task 2. Phase I Archaeological Survey	Time and materials	$18,600
Task 3. Documentation and Reporting	Time and materials	$3,000
Total		**$23,250**

Stantec appreciates the opportunity to submit our proposal to RLE and the City of De Pere. To accept this proposal, please sign the signature block below. Terms and conditions are appended.

Should you have any questions, please feel free to contact me at (316) 634-6218 or benjamin.banks@stantec.com.

Regards,

STANTEC CONSULTING SERVICES INC.

Benjamin Banks RPA
Archaeologist
Phone: (316) 634-6218
Mobile: 3162536141
benjamin.banks@stantec.com

Stu Gross PG
BC1937 Practice Lead/Senior Project Manager
Phone: 262-643-9159
Mobile: 414-526-3974
Stu.gross@stantec.com

Attachment: Professional Services Terms and Conditions

Reference: **Mystic reek Subdivision Archaeological Study**

By signing this proposal, _____ authorizes Stantec to proceed
Client Company Name
with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: _____
Client Company Name

_____
Print Name & Title

_____
Signature

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify ad hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or $50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #22-21 Approving Parks & Recreation Management Software-as-a-Service (SaaS) Agreement with RecDesk LLC.**

The Board of Park Commissioners, at the February 17, 2022 meeting, approved purchasing RecDesk software and equipment for the Point of Sale System for the pools. The motion was approved unanimously with a 7-0 vote.

ATTACHMENTS:

- Reso22-21 (PDF)
- RecDesk-DePere-Agreement-x2 (PDF)
- Memo.POS System (DOCX)
- Common Coucil-POS (002) (003) (PDF)

RESOLUTION #22-21

APPROVING PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS)
AGREEMENT WITH RECDESK LLC

WHEREAS, in an effort to increase efficiency for both city staff as well as citizens utilizing Legion Pool and the VFW Aquatic Center, City staff has solicited quotes for point-of-sale (POS) subscription software to process daily admissions and concession sales, maintain accurate daily admission counts and concession sales records, track concession inventory and to allow for credit cards to be utilized as a method of payment; and

WHEREAS, after review of various POS platforms, staff is recommending RecDesk LLC be selected to supply such services; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the Parks & Recreation Management Software-as-a-Service (SaaS) Agreement Between the City of De Pere and RecDesk 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 authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 2/17/2022

PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT BETWEEN THE CITY OF DE PERE AND RECDESK LLC

This PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT ("Agreement") is made as of this 1st day of March, 2022 by and between RecDesk LLC., a Connecticut LLC ("RecDesk"), whose address is 300 Plaza Middlesex, Middletown CT 06457, and the City of De Pere ("Customer").

1. **Engagement**. Customer engages RecDesk to perform the services as specified in Exhibit "A" - Services Provided (the "Services Provided").

2. **Agreement Term**. The initial term of this agreement will be **7/1/2022 – 12/31/2022.** This Agreement will terminate and without further obligation on the part of Customer on 12/31/2022. This Agreement may be renewed by Customer for additional one-year terms with each term beginning on 1/1 and terminating on 12/31 of the following calendar year.

Customer and RecDesk hereby agree that this Agreement is terminable at will upon written notice by either party. Termination will be in written-form allowing 30-day notice. The parties agree to continue performance under the Agreement until the effective date of termination unless the parties mutually agree to an earlier termination date. Upon termination of this Agreement, the parties shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of the Agreement.

3. **Fees and Payment**.

a. **Base Subscription Fee**. Customer agrees to pay RecDesk a pro-rated base subscription fee of **$3400** *($6800 per year*). This fee is payable at beginning of new annual term and based on estimated system utilization numbers *(i.e. Program Registrations, Reservations, Memberships, POS Transactions)* provided by The Customer in January 2022 (*see Appendix B*).

b. **Variable Transaction Fee**. The base subscription fee in (a) above covers the first $500K worth of transactions processed through RecDesk in a given subscription year. Transactions processed through the system in excess of $500K in a given subscription year will be assessed a .75% transaction fee. These variable transaction fees, if applicable, will be billed and payable on a quarterly basis (or on other mutually agreed upon period). If the Customer does not process more than $500K through RecDesk in a given subscription year, the Variable Transaction Fee does not apply.

c. **Training**.

1. Trainer-Led Online Training – $0 (Included)

2. Onsite Training (Optional) - $1000/day plus $50 per diem plus all travel and lodging expenses
3. Subsequent Annual Term Refresher Training (Online Only) – First three (3) hours per year are free then $100 per hour thereafter

d. **Data Migration and Financial System Integration (optional)**.

1. Migration of Customer Data to RecDesk – one-time $1200 fee
2. Custom Financial System Extract – one-time $1200 fee
3. GIS Address Import for Residency – one time $1200 fee

e. **Other Fees**

1. Customer Support - $0 (Included)
2. Additional Workstation Licenses - $0 (Unlimited)
3. Software Upgrades – Automatic - $0 (Included)
4. Initial RecDesk Community portal configuration - $0 (Included)
5. Subsequent subscription year term Community Portal Redesign/Refresh - $0 (Included - first three (3) hours) - $125 for each additional hour thereafter

4. **Indemnification and Hold Harmless.** RecDesk agrees to defend, indemnify and hold harmless Customer, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by Customer or others, in any way arising out of RecDesk's breach of the Agreement or out of services and operations performed hereunder by RecDesk, including Customer 's reliance on or use of the services or products provided by RecDesk under the terms of this Agreement. RecDesk shall not be liable for any loss or damage attributable solely to the negligence of Customer.

5. **No Agency Relationship**. This Agreement shall establish no agency relationship with RecDesk and RecDesk shall be deemed an independent offeror. RecDesk shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by RecDesk shall be employees of said RecDesk and not employees of the Customer in any respect.

6. **Nondisclosure**. RecDesk agrees that it will not divulge to third parties without the written consent of Customer any information obtained from or through Customer in connection with the performance of this Agreement.

7. **Entire Agreement**. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect

to the subject matter hereof. This agreement also supersedes the RecDesk Online Terms of Service (TOS). This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.

8. **Governing Law and Venue**. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and venue shall be exclusively in the State of Wisconsin.

9. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

10. **Notice**. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested to the parties at the following addresses:

To Customer:

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

To RecDesk

RecDesk LLC
Attn: Mike Morris
300 Plaza Middlesex
Middletown, CT 06457

11. **Waiver of Contractual Right**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. **Insurance**. During the term of this Agreement, RecDesk shall maintain the following insurance coverages:

Worker's Compensation – Statutory Coverage
Professional Liability - $1MM per claim
Cyber Liability - $1MM per occurrence /$1MM aggregate
Comprehensive General Liability
Bodily Injury - $1MM per occurrence /$2MM aggregate
Property Damage - $1MM per occurrence /$2MM aggregate

13. **Ownership of Software**. Customer agrees that it has no title or ownership in, or to, the software utilized by RecDesk to provide services, or any of its components, programming code or data structures ("Software"). The Software shall remain at all times RecDesk's sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions, or options and any other related items requested by the Customer and implemented by RecDesk. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

14. **Warranty**. If the Customer determines that some functions within RecDesk are not performing up to required specifications, RecDesk will take commercially reasonable measures to remedy such situation during the term of this Agreement at no additional charge to the Customer. RecDesk does not guarantee that it will implement all new enhancement requests but will take commercially reasonable efforts to provide features that perform as stated.

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

CUSTOMER

Name: _____ Signature: _____

Title: _____ Date: _____

RECDESK

Name: Michael J. Morris Signature: _____

Title: President Date:

Exhibit "A" - Services Provided

Services provided by RecDesk to the Customer under this agreement include the following:

Access to RecDesk Director and RecDesk Community (the Software) – RecDesk grants non-exclusive license during the term of this contract for the Customer and "customers" of the Customer access to the Software.

Customer employees will have access to RecDesk Director as well as administrative access to the RecDesk Community portal. Community Members (the "Public") will only have access to the RecDesk Community portal. Access to both RecDesk Director and RecDesk Community is via the public internet through a web browser and there are no restrictions as to how many Customer employees or community members can access the system.

RecDesk Director is Id and Password protected with Customer having control over who currently has access and what their Role is. RecDesk Community is not password protected (for viewing) but community members will have to set up a household account to register for programs.

Customer access includes, but is not limited to, the following core RecDesk features: *Program & Activity Management, Online Registration, Master Calendar, Facility Scheduling, Full Web Site (Community CMS), Online Reservations, Membership Management, Facility Check-ins, League Management and Reporting.*

Availability – RecDesk provides 24 x 7 access to the system with a guaranteed up time of 99%. For larger system upgrades or platform maintenance there may be planned down time. This is usually scheduled in the early AM hours on weekends and reasonable advanced notice is given.

Customer Support – RecDesk provides phone support from 8AM-5PM EST at 1-860-467-4325. This is included as part of this agreement and there is no additional cost. We also provide for email support 24 x 7 at support@recdesk.com. The system itself is monitored 24 x 7. Any service interruptions trigger alerts and are dealt with immediately.

Online Help and self-service documentation is available at http://help.recdesk.com

Credit Card Processing and Merchant Services – RecDesk will integrate with Customer's preferred merchant account provider at no cost to the Customer via a RecDesk supported payment gateway. The Customer maintains a separate agreement with merchant and gateway provider and is responsible for any fees or transaction costs therein incurred.

Data Backups – RecDesk (via partner Amazon Web Services – AWS) performs full-backups on both the database and Customer portal data daily. Additionally, incremental database log backups are made throughout the course of the day. Our network infrastructure includes dedicated virtual servers located in AWS's northern VA facility.

Exporting of Data – If the Customer no longer wishes to utilize the services of RecDesk, their data can be exported into a CSV format. The cost for doing so is $125 per hour and an estimate would be provided and agreed upon before commencement of extract.

Privacy Statement - The following discloses the information gathering and dissemination practices for the services offered by RecDesk LLC (the "Services") and for this Website. RecDesk LLC reserves the right to amend this Privacy Statement at any time with or without notice. Only the current Privacy Statement is deemed effective, so please review this Privacy Statement periodically.

RecDesk LLC has created this Privacy Statement in order to demonstrate our firm commitment to safeguarding the privacy of our Subscribing Organization, their Members and our Website visitors. Our Privacy Rules summarize this commitment.

1. We do not reveal any personally identifiable information that we collect about you, your use of the Services or any information that you post on your Site to anyone else.
2. Unless you choose otherwise, RecDesk LLC shares information about you only on a basis that does not personally identify you, your Organization or your Members.
3. We use industry-standard technology and other means to keep your information as secure as possible.

RecDesk Data Use Questionnaire

Please complete the following form in order for us to generate a custom quote.

Email *

ageorge@deperewi.gov

Name of Organization *

City of De Pere Parks, Recreation & Forestry

What is the size of the population you serve? *

25000

Name *

Angela George

Phone Number *

9203394066

1.20.b

Today's Date *

MM DD YYYY

01 / 25 / 2022

How did you hear of us?

If you're not sure, just enter Not Sure ;)

Other Parks & Rec agencies

---------- PROGRAMS & ACTIVITIES ----------

What were the approximate number of Programs/Classes you offered in 2021? *

None

How many TOTAL registrations did you receive for programs in 2021?

This number should reflect the TOTAL number of registrations for ALL programs/classes considered in previous question. Please do not consider unique users here - if Sally registers for 7 programs she counts 7 times.

How many total registrations do you anticipate in 2022 & 2023?

Separate 2021 and 2022 estimates with a comma. (i.e "1500, 1800") - This number should reflect the TOTAL number of registrations for ALL programs/classes considered in previous question. Please do not consider unique users here - if Sally registers for 7 programs she counts 7 times.

---------- FACILITIES & RESERVATIONS ----------

How many different physical Facilities/Fields do you manage Scheduling & Reservations for? *

None

How many Reservations did you have at these facilities in 2021? *

0

How many Reservations do you anticipate in 2022 & 2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "650, 725")

0

** MEMBERSHIPS **

4. How many different Membership types are offered annually? *

5-25

1.20.b

Approximate number of overall members you expect to enroll in these Memberships in 2022 and 2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "400, 600")

1000

Check all that apply to memberships:

- [ ] Seasonal Outdoor
- [x] Aquatics
- [ ] Senior Center
- [ ] Rec Center / Gymnasium
- [ ] Other:

Will you be using Memberships to record facility Check-Ins? *

- [x] Yes
- [ ] No
- [ ] Not Applicable

---------- LEAGUES ----------

5. Will you be managing/scheduling Leagues through RecDesk? *

- ( ) Yes
- (•) No

If Yes, approximately how many Teams? (across All Leagues)

If Yes, approximately how many Participants/Players? (across ALL Teams)

---------- POS (Point-of-Sale) ----------

6. If you plan on using our Point of Sale (POS) system, how many venues will it be used? *

POS functionality, from a RecDesk perspective, is used for incidental sales of goods & services such as food, beverages, equipment or similar (not Registrations, Reservations, Memberships etc)

1-5

If you are using POS do you have a sense of the "raw" number of transactions you would process through it in 2022 & 2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "10,000, 12,000")

?

---------- INVOICING & FINANCIAL ----------

When is your budget year? (IE: Jan July Oct Dec) *

July

What was your revenue in 2021? *

?

What is your anticipated revenue for 2022 &2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "$600K, $850K")

?

---------- OTHER ----------

If you have any questions or comments you would like addressed please feel free to let us know here.

This form was created inside of RecDesk LLC.

Google Forms

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org

TO: Board of Park Commissioners

FROM: Angela George, Recreation Supervisor

DATE: February 8, 2022

RE: Recommendation to Acquire Point of Sale System for Pools

With the opening of the VFW Aquatic Facility in 2021, in addition to the operation of Legion Pool, there has been a large increase in users attending our facilities, as well as concession sales. With that, seasonal staff have difficulties processing long lines of customers efficiently, while simultaneously keeping accurate records of daily entries and concessions sales and inventory. In addition, there have been numerous customer complaints that we cannot process credit cards at either aquatic facility for admission and/or concession sales.

A Point of Sale (POS) system will help staff:

- Process daily admission and concession sales quicker
- Maintain accurate daily admission and concession sales records
- Track inventory and concession sales for more accurate ordering
- Accept credit cards as a method of payment

Staff completed POS demos with three companies: Toast, ActiveNet, and RecDesk. Toast was designed and directed towards the restaurant industry and too complex for our needs. ActiveNet did not provide accurate information as requested and charges transaction fees for every transaction.

Staff recommends pursuing POS software with RecDesk, quoted at $6,800, which includes four POS stations: one at each pool entry point, and one at each concession area. Advantages of RecDesk include:

- One Annual License/Maintenance Fee
- No Transaction Fees, however, Credit Card Service Fees
- No contracts or long-term agreements
- Cloud-based Data Storage – allows for equipment to be removed from facilities during winter months
- No proprietary equipment
- Quick customer support response time
- Training for staff included

In addition to the POS software, hardware will need to be purchased for each station to operate the POS software. Hardware required at each station may include, but not limited to, a tablet or touchscreen, receipt printer, cash drawer, and credit card pin pads, all estimated up to a total of $15,000. Total budgeted is $25,000.

Staff recommends purchasing a POS system with RecDesk for both Legion Pool and VFW Aquatic Facility.

CITY OF DE PERE
MEMO

To: Common Council
From: Marty Kosobucki
Date: March 15, 2022

RE: Recommendation for RecDesk Point-of-Sale System

The Board of Park Commissioners approved acquiring a Point-of-Sale system through a company called RecDesk. The attached agreement was provided by RecDesk. The agreement indicates the City will be charged an annual subscription fee of $6,800.00. However, this year's subscription fee will be prorated so the cost for 2022 will be $3,400.00. The agreement contains several optional services. Some of those services cost additional money while others are included with the base subscription fee. Staff does not intend on utilizing any of the optional services that cost additional money.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Health Department**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #22-22 Approving Grant Agreement Modification to Division of Public Health DPH Contract No. 47645-5.**

At its meeting on March 8, 2022, the Finance/Personnel Committee voted unanimously to send this item forward for final approval of the Common Council.

ATTACHMENTS:

- Reso22-22 (PDF)
- DPH Contract 47645-5 (PDF)

RESOLUTION #22-22

APPROVING GRANT AGREEMENT MODIFICATION TO DIVISION OF PUBLIC HEALTH
DPH CONTRACT NO. 47645-5

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services (DHS) are parties to the 2021 Division of Public Health (DPH) Consolidated Contract #47645-5; and

WHEREAS, the DHS would like to amend the original contract to increase Health Department funding for the Preventative Health and Health Services (PHHS) Block Grant to be utilized for community health improvement processes and plans and national public health performance standards; and

WHEREAS, acceptance of such increased fund funds ($4,300) requires the approval and execution of Consolidated Contract #47645-5 Grant Agreement Modification, attached as Exhibit A.

WHEREAS, the Finance/Personnel Committee has reviewed such Amendment and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to execute the Grant Agreement Modification Between the State of Wisconsin Department of Health Services and De Pere DPH for 2021 DPH Consolidated Contract (#47645-5) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/08/2021

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Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **47645-5**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:
N/A

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:
Cody Wagner
31F480248CEC464...

Name: Cody Wagner
Title: Office of Legal Counsel

2/14/2022
Date Signed

Revision: 12/2/2020 (previous versions obsolete)

DocuSign Envelope ID: E5D05908-000F-407F-A7D9-5A42A48C9822

GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
DEPERE DPH
for
2021 DPH Consolidated Contract

DPH Contract No.: 47645-5
Agreement Amount: $4,300
Agreement Term Period: **10/1/2020** to **12/31/2024**
CARS Pre-Packet No: **20263**

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Telephone: 608-266-9780
DHS Email: Anna.Benton@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Debbie Armbruster
Grantee Address: 335 S BROADWAY, DE PERE, WI, 54115
Grantee Email: darmbruster@mail.de-pere.org

Modification Description: We are adding funding for Prevention (Profile 159220). Please see attached Scopes of Work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: Anna Benton

Title: Assistant Administrator, Division of Public Health

Signature: DocuSigned by: Anna Benton AF2CEC0AF36A431...

Date: 2/14/2022

Grantee
Entity Name: De Pere Health

Authorized Representative

Name: James Boyd

Title: Mayor

Signature: DocuSigned by: James Boyd 50C8D1E932AB49A...

Date: 2/14/2022

Template Revision: 12/1/2021 (previous templates n

CARS PAYMENT INFORMATION

DHS CARS STAFF INTERNAL USE ONLY

CARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement.

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472779	**DEPERE DPH**	**260**	**10/1/2020**	**9/30/2022**	**$4,300**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
159220	CONS CONTRACTS PHHS		-	$4,300	$4,300	N/A
					$4,300	

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CARS FEDERAL AWARD INFORMATION

DHS Profile Number	159220
FAIN	NB01OT009427
Federal Award Date	8/30/2021
Sub-award period of Performance Start Date	10/1/2020
Sub-award period of Performance End Date	9/30/2022
Amount of Federal Funds obligated (committed) by this action	$4,300
Total Amount of Federal Funds obligated (committed)	$4,300
Federal Award Project Description	Preventive Health and Health Services Block Grant 2021
Federal Awarding Agency Name (Department)	Centers for Disease Control and Prevention
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	**608-266-9622**
Assistance Listing (formerly CFDA) Number	93.991
Assistance Listing (formerly CFDA) Name	Preventive Health and Health Services Block Grant
Total made available under each Federal award at the time of disbursement	$3,005,592
R&D?	No
Indirect Cost Rate	0.07

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Federal Fiscal Year 2021 (FFY21)
Preventive Health and Health Services (PHHS) Block Grant
Consolidated Contract Scope of Work

Data was obtained through the **PHHS Block Grant FY20 Check-In and FY21 Objective Selection Survey** sent to all local and tribal health departments on April 27, 2021 and finalized with the **PHHS Block Grant FY20 End of Year Report and FY21 Contract Finalization Survey** sent to all local and tribal health departments on October 04, 2021.

Health Department Name: De Pere Department of Public Health
Name of Staff Completing Survey: Sara Lornson
2021 Consolidated Contract Number: 47645
FFY21 PHHS Block Grant Allocation: $4300
FFY21 PHHS Block Grant Objectives:

Objective 1: Community Health Improvement Processes and Plans
Objective 4: National Public Health Performance Standards

Agency has read the PHHS Block Grant Boundary Statement and Quality Criteria and agrees to implement evidence-based intervention(s) with FFY21 PHHS Block Grant funds.

Federal Fiscal Year 2021
Preventive Health and Health Services Block Grant Program
(October 1, 2021-September 30, 2022)

Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract. Contractors should indicate the manner in which they will assure each criterion is met for this program. Those criteria include:

Public health assessment and surveillance that identify community needs, and supports systematic, competent program planning and sound policy development with activities focused at both the individual and jurisdictional levels.

a) Involvement of key policymakers and the general public in the development of comprehensive public health plans.
b) Development and implementation of a plan to address issues related to access to high priority public health services for every member of the community.
c) Identification of the scientific basis (evidence base) for the intervention.

Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, where the scientific basis for the intervention can be documented (evidence-based practice), as well as delivery of public health programs for communities for the improvement of health status.

a) There is no separate sub-criterion to this Quality Criteria Category.

Record keeping for individual-focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.

a) There is no separate sub-criterion to this Quality Criteria Category.

Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision-making by those at risk and to affect policy and environmental changes at the community level.

Provision of public information and education, and/or outreach activities focused on high-risk populations that increase awareness of disease risks, environmental health risks, and appropriate preventive activities.

a) Provision of public information and education and/or outreach activities should utilize strategies that have a scientific basis (best-practices) for delivery methods to assure maximum impact on the selected population.
b) All materials produced with PHHS Block Grant funds must state either:
    a. If NOT funded with other non-governmental sources:
    This **[project/publication/program/website, etc.] [is/was]** supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **$XX** with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.
    b. If partially funded with other non-governmental sources:

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This [**project/publication/program/website, etc.**] [**is/was**] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **$XX** with **XX** percentage funded by CDC/HHS and **$XX** amount and **XX** percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

c) If a conference/meeting/seminar is funded by the contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.

a) There is no separate sub-criterion to this Quality Criteria Category.

A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.

a) There is no separate sub-criterion to this Quality Criteria Category.

Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.

a) Provision of written policy and program information about the current guidelines, standards, and recommendations for community and/or clinical preventive care.

Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third party insurance and Medical Assistance Program coverage of services provided.

a) Program-specific data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

a) There is no separate sub-criterion to this Quality Criteria Category.

Federal Fiscal Year 2021
Preventive Health and Health Services Block Grant
(October 1, 2021-September 30, 2022)

Program Boundary Statement

The Preventive Health and Health Services (PHHS) Block Grant is a federal program to allocate funds to states to improve the health of the general population.

For each consolidated contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local and tribal public health agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility, however if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement. Agencies are encouraged to leverage resources across categorical funding to achieve common program goals.

Acceptable Uses of Funding

The PHHS Block Grant gives grantees the flexibility to prioritize the use of funds to:

- Address emerging health issues and gaps.
- Decrease premature death and disabilities by focusing on the leading preventable risk factors.
- Work to achieve health equity and eliminate health disparities by addressing the social determinants of health.
- Support local programs to achieve healthy communities.
- Establish data and surveillance systems to monitor the health status of targeted populations.
- Improve agency operations, build capacity, and achieve accreditation through implementation of effective programmatic and administrative areas central to the health department's objectives
- Support agency efforts to attain or maintain PHAB accreditation.
- Supplement or expand grantee services or efforts.
- Increase hours of part-time staff to increase capacity.

Success is achieved by:

- Using evidence-based methods and interventions.
- Reducing risk factors.
- Establishing policy, social, and environmental changes.
- Leveraging other funds.
- Continuing to monitor progress towards selected outcomes and re-evaluate funded activities.
- Reflecting Healthy People and Healthy Wisconsin objectives in project objectives.

Unacceptable Uses of Funding

While the PHHS Block Grant allows for flexibility in usage in order to address local priorities, there are some activities and usage of funds that are not allowed. According to PHHS Block Grant guidance, non-allowable uses for these funds include:

- Purchasing of naloxone
- Purchasing of syringes and distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

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- Drug disposal programs (drop-boxes, bags or other devices, and/or take-back events) are not permissible under this funding opportunity.
- Clinical care (except as allowed by law)
- Providing financial assistance to any entity other than a public or non-profit private entity.
- Providing inpatient services. Offering cash payment to recipients of health services.
- Purchasing or improving land; purchasing, constructing, or permanently improving a building or facility; or purchasing major medical equipment.
- Using as a match requirement for Federal funds.
- Advocating for or promoting gun control.
- Paying the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.
- Paying indirect or administrative costs in excess of 10%.
- Preparing, distributing, or using any media or material designed to support or defeat the enactment of legislation at the federal, state, or local legislature or legislative body, or for the salary or expenses of any grant or contract recipient or agent related to any lobbying activity.
- Maintaining or establishing a computer network unless it blocks the viewing, downloading, and exchanging of pornography.
- Procuring, obtaining or contracting for equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.
- Supplanting grantee funds by replacing or releasing available local grantee funds for alternative uses.

Acceptable Redirection of Funds for Pandemic Relief (FY2021)

Due to the ongoing COVID-19 pandemic and public health emergency, the Department of Health Services, Division of Public Health has identified opportunities for local and tribal health departments to utilize PHHS Block Grant funding in their response efforts connected to the National Public Health Performance Standards (NPHPS)/Public Health Accreditation Board (PHAB) voluntary accreditation efforts.

Health department emergency response efforts have inherent connections to all 12 of the PHAB Domains, and DHS has identified essential functions of an accredited health department with urgent emergency response needs.

Therefore, activities that align with the PHAB Domain standards and meet the needs of the community may be funded through FY2021 PHHS Block Grant funds provided:

- Funded activities are unduplicated efforts by the health department and align with the allowable uses of PHHS Block Grant funds as described above, and
- Local, state, or other federal funds are not displaced or supplanted for other uses.
- Descriptions of examples of allowable activities and PHAB Domains are contained within the prior 2019-2021 PHHS Template Objectives located on the Preventive Health and Health Services Block Grant SharePoint site

References

- Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, http://www.cdc.gov/phhsblockgrant/index.htm
- National Center for Chronic Disease Prevention and Health Promotion: and https://www.cdc.gov/chronicdisease/index.htm
- Healthy People 2030: https://health.gov/healthypeople
- Healthy Wisconsin: https://healthy.wisconsin.gov/
- 10 Essential Public Health Services: https://www.cdc.gov/publichealthgateway/publichealthservices/essentialhealthservices.html

Additional Resources

Several links are provided below to assist grantees in strategic planning for their PHHS Block Grant. Please note that these resources are simply suggestions, and should not be considered comprehensive or finite.

Cross-cutting Interventions

The links below provide interventions that apply to all of the template objectives.

- UW What Works for Health: http://whatworksforhealth.wisc.edu
- County Health Rankings What Works for Health: https://www.countyhealthrankings.org/take-action-to-improve-health/what-works-for-health
- Healthy Wisconsin: https://healthy.wisconsin.gov/
- Healthy People 2030 Objectives: https://health.gov/healthypeople/objectives-and-data
- Healthy People 2030 Evidence-Based Resources: https://health.gov/healthypeople/tools-action/browse-evidence-based-resources
- Healthy Wisconsin Evidence-based Practices: https://www.dhs.wisconsin.gov/healthywi/index.htm

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Federal Fiscal Year 2021
Preventive Health and Health Services Block Grant Program
(October 1, 2021-September 30, 2022)

Local and Tribal Health Department Objectives

These are the four objective options to allocate Federal Fiscal Year (FFY) 2021 PHHS Block Grant funding. These activities are to be implemented between October 1, 2020 - September 30, 2022.

Objective 1: Community Health Improvement Processes and Plans

National Healthy People 2030 Objective PHI-05: Increase the proportion of local jurisdictions that have a health improvement plan.
Usage: Select this objective if your health department plans to utilize FFY21 PHHS Block Grant funding to develop or update a community health assessment (CHA) to identify community health needs and/or to develop or update a community health improvement plan (CHIP) with community stakeholders and partners.

Why CHA/CHIP? Local health departments are required by State Statute and Administrative Rule to develop a written CHIP at least every 5 years by assessing applicable data, developing measurable health outcomes, and partnering with others to cultivate community ownership of the development and implementation of the plan.

Objective 2: Implement Community-Based Interventions

National Healthy People 2030 Objective ECBP-D07: Increase the number of community organizations that provide prevention services.
Usage: Select this objective if your health department plans to utilize FFY21 PHHS Block Grant funding to implement an evidence-based or promising practice strategy to improve health in a selected priority area, based on community health assessments or community health needs assessments.

Why Prevention Interventions? All communities in Wisconsin have localized and unique needs related to prevention services. While some health priorities are universal and covered under the state's health plan, jurisdictions have also identified and prioritized health issues of greatest need for their communities. The adaptability of the PHHS Block Grant to address local needs makes this a good fit for the myriad of community-based interventions implemented in Wisconsin.

Objective 3: National Public Health Accreditation

National Healthy People 2030 Objective PHI-02: Increase the proportion of local public health agencies that are accredited.
Usage: Select this objective if your health department plans to utilize FFY21 PHHS Block Grant funding to implement an activity to help achieve or maintain voluntary national public health accreditation or reaccreditation.

Why Accreditation? Everyone in Wisconsin should have access to a basic level of public health services. The Public Health Accreditation Board (PHAB) has developed standards and performance measures related to the provision of these essential services. Through voluntary PHAB accreditation, public health agencies in Wisconsin receive external verification that they have implemented performance management, developed leadership, and established relationships with the community.

Objective 4: National Public Health Performance Standards

National Healthy People 2030 Objective PHI-02: Increase the proportion of local public health agencies that are accredited.

Usage: Select this objective if your health department plans to utilize FFY21 PHHS Block Grant funding to implement an activity to conform to the National Public Health Performance Standards (NPHPS) or assess conformity with NPHPS. Also this objective is for agencies that do not plan to apply for accreditation and are working on activities such as strategic planning, performance management, quality improvement, workforce development, etc.

Why NPHPS? While not every local and tribal health department will pursue voluntary accreditation, all should be working towards full implementation of NPHPS. NPHPS describe the optimal level of performance of a health department in delivering the essential public health services. This helps improve the quality of public health practice, strength of partnerships, and performance of public health systems for responding effectively to day-to-day public health issues and public health emergencies.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #22-23 Approving Facade Improvement Project and Authorizing Disbursement of Grant (820 George Street; Parcel ED-1048).**

At their meeting on February 28, 2022, by a vote of 4-1, the Redevelopment Authority recommended approval of the facade grant request for 820 George Steet (Parcel ED-1048) in an amount not to exceed $20,000.

ATTACHMENTS:

- Reso22-23 (PDF)
- RDA Memo 820 George St - Feb 2022 (PDF)
- Application (PDF)
- 820 George Street - Rendering 1 (JPG)
- 820 George Street - Quote (PDF)
- 820 George Street - Rendering 2 (JPG)

RESOLUTION #22-23

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(820 George Street; Parcel ED-1048)

WHEREAS, the Tax Increment District #7 (TID #7 or "the District") Project Plan includes city expenditure of funds to property owners within the District in the form of a grant match for eligible façade improvement costs, not to exceed $20,000 per parcel (for building width of 61' to 120'), thereby increasing property values and tax increment during the life of the District; and

WHEREAS, De Pere Chiropractic Holdings, LLC, owner of Parcel ED-1048, has submitted an application for a façade improvement grant for proposed improvements to the façade of the building located at 820 George Street; and

WHEREAS, the applicant has provided eligible cost estimates for said improvements in the amount of $55,510.80; and

WHEREAS, this façade improvement project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in the total amount not to exceed $20,000.00, subject to the provisions set forth below; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council approves the façade improvement project as recommended by the Redevelopment Authority and thanks De Pere Chiropractic Holdings, LLC for its investment in downtown De Pere.

BE IT FURTHER RESOLVED THAT:

> The Development Services Director or designee (Director) is authorized to approve disbursement of the façade grant, according to the façade improvement program requirements, to De Pere Chiropractic Holdings,

LLC in an amount not to exceed $20,000 after the following conditions are met:

1. Any proposed site plan changes shall be approved by the Plan Commission;
2. After completion of the improvements, the Director receives from the property owner copies of paid invoices showing the project is complete; and
3. The City Building Inspection Department verifies to the Director that the work is complete and in compliance with all building codes.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 02/28/2022

CITY OF DE PERE
MEMO

To: Redevelopment Authority (RDA)
From: Daniel Lindstrom, Development Services Director
Date: February 28, 2022

RE: **Consideration & Possible Action regarding a Facade Grant Request for 820 George ST (ED-1048), submitted by De Pere Chiropractic Holdings LLC, (Owner/Applicant)**

Application Summary
De Pere Chiropractic Holdings LLC, (Applicant), submitted the attached façade grant application for 820 George ST (ED-1048). The building houses the De Pere Chirproactice Center owned by the applicant. The applicant acquired the property from the previous center owners in early 2018.

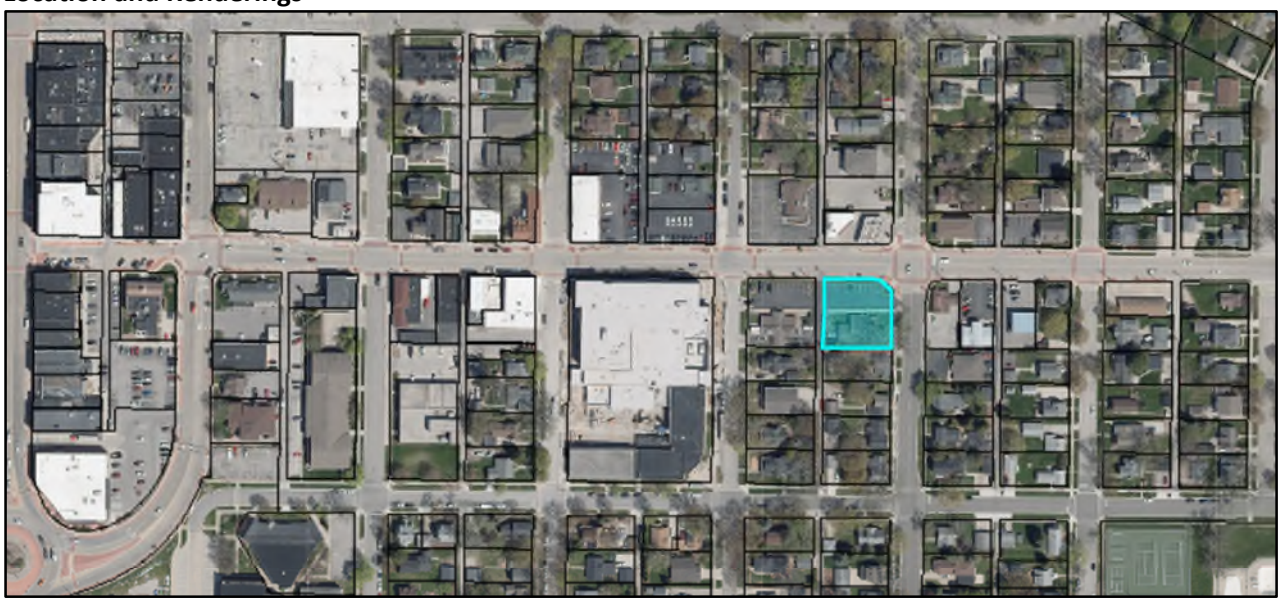


The Applicant worked with the Downtown Design Specialist at Wisconsin Main Street/WEDC to prepare conceptual renderings that would be sensitive to the original design of the building. The intention is to

- Remove crumbling mortar in the stonework and reset the original stone;
- Remove decaying original siding and replace with period-correct cedar board and batten;
- Repair and replace exterior architectural design beams;
- Remove and replace decaying facia boards; and
- Complete painting and staining of exterior finishes.

The renovation plan was created to be sensitive to the neighborhood without deviating too far from the original structure and design of the 46-year old structure. The applicant intends to update the color pallet from the once common dark tones to a more contemporary look, style and color. The illustration below is an example of the proposed improvement visible from the intersection of George ST and Erie ST. Additional renderings are included within the packet.

Location and Renderings







MAIN STREET WISCONSIN

DE PERE CHIROPRACTIC CENTER - DE PERE, WI
SEPTEMBER 29, 2021 JOE LAWNICZAK

Site History The contemporary post and beam building was built in 1976 by Dr. John Heintzkill for the Heintzkill Chiropractic Clinic. Prior to redeveloping into the clinic in 1976, the site was previously addressed at 812 and 813 Erie ST but contained a single-family dwelling. Between the 1960s and 1970s the east side of De Pere grew rapidly with new residential homes, parks, and schools. Therefore, George ST became dominated by automobile travel thus shifting the land-use focus for the once residential street. During the late 1960s and into the 1970s, George ST redeveloped into a commercial corridor as commercial uses crept eastward from the downtown and into the neighborhood.

Façade Grant Eligibility

- TID District: TID No. 7 – Downtown East
- Building Length: Approximately 105 total linear feet measured adjacent to road right of way (George ST 60' and Erie ST 45')
- Eligible Grant Amount: $20,000
- Historic Designation: None
- Constructed: 1976
- Current Use: Chiropractic Office
- Current Zoning: B-1 Central Business
- Future Land Use: Commercial
- Past Grant Awards: None

Program Funding Requirements & Guidelines

1. Grant provides $1 of City funds for $1 of private funds for eligible expenses (100% match).
2. Grant maximum is determined by the length of the building, measured along the total linear frontage of adjacent public right of way, up to $30,000 per property.

   Building Width Maximum Grant Amount
   1' to 60' $10,000
   61'-120' $20,000
   121'+ $30,000
3. Property owners are limited to the grant maximum amount every ten years.
4. For projects restoring or renovating historic buildings (must be listed as contributing on the City of De Pere Intensive Survey), interior improvements and roof repair/replacement may be included in the project budget for the required matching dollars, but cannot be funded with façade grant dollars.
5. Funds reviewed and distributed on a 'first come, first serve' basis.
6. Applications should be reviewed by the RDA prior to work commencing on the project.
7. In rare cases (due to weather, contractor availability, etc), the RDA may consider approving funding for work completed up to 90 days after application submittal.
8. Retroactive funding requests for work completed before an application submittal will not be considered.
9. Façade grant funds may be used for any side of the building.
10. Funds are distributed only after receipts are submitted and a City building inspector reviews the work.

Project Details

Based on the submitted materials, the total project cost is $55,510.80; therefore, the Applicant is eligible for the grant maximum of $20,000 based on the linear frontage. The grant equals 36% of the submitted eligible expenses. The project is a single source project to JD Meulemans Custom Homes & Carpentry LLC.

820 George Street - Façade Grant Project Estimate (Applicant Submission)

Vendor	Detail	Amount	Eligible	Notes
JD Meulemans Custom Homes & Carpentry LLC	Materials (Structural and Siding)	$18,399.00	☑	Quote
JD Meulemans Custom Homes & Carpentry LLC	Masonry (Materials and Labor)	$10,450.00	☑	Quote
JD Meulemans Custom Homes & Carpentry LLC	Paint (Materials and Labor)	$10,502.80	☑	Quote
JD Meulemans Custom Homes & Carpentry LLC	Demo/Dumpster Rental	$14,520.00	☑	Quote
JD Meulemans Custom Homes & Carpentry LLC	Gutters Replacement (Materials and Labor)	$1,639.00	☑	Quote
			☐	
	Total	**$55,510.80**		
	Total Eligible	**$55,510.80**		
	$1 Investment	$27,755.40		**Grant Maximum**
	$1 Grant Match (Maximum)	$20,000.00		**$20,000**

Remaining 2022 TID #7 Façade Grant Funds ($60,000)

820 George ST (pending approval)	$20,000
Remaining Façade Grant Funds (if approved)	$40,000

No other façade grants have been received at this time.

Recommendation

City staff recommends conditional approval of the Façade Grant Award for 820 George ST in an amount not to exceed $20,000.00, and that the recommendation be forwarded to Council, subject to the Applicant submitting copies of paid invoices and paid receipts. The final grant payment shall be calculated per program requirements based on receipt review. Any proposed site plan changes shall be approved by the Plan Commission.

DE PERE RUNS DEEPER	CITY OF DE PERE APPLICATION FOR FAÇADE GRANT	Receipt #: Date:

The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of designated Tax Increment Districts (TID). Applications will be acted upon on a first come first serve basis. See the back of this form for funding requirements and review process.

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
DE PERE CHIROPRACTIC HOLDINGS LLC	Jaceson Hauser, DC	Owner	
Mailing Address	**City**	**State**	**ZIP Code**
820 George ST	De Pere	WI	54115
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
drhauser@deperechiropractic.com	920-213-8132	920-425-4196	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	**City**	**State**	**ZIP Code**
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
820 George St, De Pere, WI 54115	ED-1048

SECTION 4: Project Information

Project Description:	Exterior renovations (remove/replace siding, stone, and gutters)		
Estimated Start Date:	4/1/2022	Estimated Completion Date:	5/1/2022
Existing Façade Photo (attach):	Attached	Design Drawing (attach):	Attached

Fill in below form with cost estimates based on category. Attach quotes to this application.

Category	Cost Estimate	Category	Cost Estimate
Materials	18,399	Masonry M&L	10,450
Demo/Dumpster	14,520	Paint M&L	10,502.80
Gutter M&L	1,639		
Total Eligible Expenses:	55,5100 **$55,510.80**	**Requested Grant Amount:**	20,000

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Jaceson Hauser	Owner	920-213-8132
Signature of Applicant		Date Signed 1/18/22





MAIN STREET WISCONSIN

DE PERE CHIROPRACTIC CENTER - DE PERE, WI

SEPTEMBER 29, 2021

JD Meulemans Custom Homes & Carpentry LLC

Joe Meulemans
1028 Maple Vista Ct.
Seymour, WI 54165

Phone # 920-562-6331 joemeulemans@gmail.com
www.jdmeulemans.com

ESTIMATE

Estimate #	Date
44	11/1/2021

Name / Address
Jaceson Hauser De Pere Chiropractic 820 George St De Pere WI 54115

Given recent lumber increases the lumber material cost is expected to increased approximately 10 to 20%.

Project	Terms	Due Date
Exterior Remodel		12/31/2021

Description	Total
Dumpster Rental allowance	770.00
Building materials for new exterior	18,399.00
Gutter material and labor	1,639.00
Masonry material and labor	10,450.00
Paint, supplies, and labor	10,502.80
JDM Labor to tear off existing and install new exterior	13,750.00
Total	$55,510.80





MAIN STREET WISCONSIN

DE PERE CHIROPRACTIC CENTER - DE PERE, WI

SEPTEMBER 29, 2021

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #22-24 Directing the Return of City Funding for COVID Relief Programs to the Revolving Loan Fund.**

This item was discussed at the March 8, 2002, Finance/Personnel Committee meeting at the request of Alderperson Raasch. The Finance/Personnel Committee voted unanimously to move this item forward to the Common Council, and supported the staff recommendation that the remaining funds be returned to the Revolving Loan Fund upon termination of the relief programs.

ATTACHMENTS:

- Reso22-24 (PDF)
- Mayor & CC-Ald. Raasch Request to Amend CIty Funding for City COVID Relief Programs03152022 (PDF)

RESOLUTION #22-24
DIRECTING THE RETURN OF CITY FUNDING FOR COVID RELIEF
PROGRAMS TO THE REVOLVING LOAN FUND

WHEREAS, in response to the COVID-19 pandemic, the City adopted Resolutions #20-35, #20-38, #20-41, #20-119 and #21-27 to enact relief programs and authorize funding from the Revolving Loan Fund established upon the closure of the Community Block Grant Funded Revolving Loan Fund Program to assist the City's 240 downtown small businesses cope with the impact of the pandemic; and

WHEREAS, while these programs provided necessary assistance to downtown business during the most crucial and difficult time of the pandemic and the highest surge of cases, the following programs still have unutilized funding available:

Program	Approving Resolution	Funds Budgeted	Funds Allocated	Funds Available
Small Business Pandemic Response Loan Program	Resolution #20-35	$500,000.00	$305,000.00 ($118,896.29 has been paid back to City as of 12/31/21)	$313,869.29
Downtown Business Aid Grants	Resolution #20-119	$300,000.00	$215,000.00	$ 85,000.00
Downtown Business Aid Grant Program	Resolution #21-27	$100,000.00	$0	$100,000.00

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which had determined that utilization of the programs has diminished as COVID-19 cases have been trending downward and recommends that these programs be discontinued and that the remaining funds available be returned to the Revolving Loan Fund (Special Fund) account.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby directs that the remaining funds authorized by Resolutions #20-35, #20-119 and #21-27, be returned to the Revolving Loan Fund established upon the closure of the Community Block Grant Funded Revolving Loan Fund Program.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Committee Approval: 03/08/2022

CITY OF DE PERE
MEMO

To: Mayor Boyd
Common Council
Personnel and Finance Committee

From: Daniel Lindstrom, AICP

Date: March 15, 2022

RE: **Ald. Raasch Request to Amend City Funding for City COVID Relief Programs**
Ald. Chandik-Kundinger Request for Possible Use of Future Program Funds

The Administration has received a request from Ald. Raasch to amend the City's existing COVID relief programs that are funded by the City by closing programs that are no longer in demand and returning the available funding to the general fund or other appropriate funds for other municipal purposes. At the Personnel and Finance Committee, the committee unanimously recommended approval of the request and to send the request to the whole Common Council for discussion. Ald. Chandik-Kundinger requested staff prepare a short list of possible uses of the former revolving loan fund from the CDBG-CLOSE program. Below is the list of possible programs that have been discussed since 2019. The City currently has the following active or utilized COVID relief programs and fund balances for each program.

Grants:

Downtown Business Aid Grants (2020):	$85,000 available
De Pere Chamber Grant (2020):	$0 available
Definitely De Pere Grant (2020):	$0 available
Downtown Business Aid Grant Program(2021):	$100,000

Loans:

Small Business Pandemic Response Loan Program as of 12/31/2021 (2020): $313,896.29

The following total amount of unused or repaid COVID relief funds are currently available for consideration:

Grants:	$185,000.00
Loans:	$313,896.29
Total:	$498,896.29

Possible Economic Development Programs for Previous CDBG-CLOSE Funds

City Revolving Loan Fund Program

The Revolving Loan Fund was one of three economic development tools offered by the City (with TID and Façade Grants). Since its inception, the program has successfully supported new business development and existing business expansion for a wide range of companies throughout the City. We could partner with a local Financial Institution to provide a local Revolving Loan Fund that is not governed by state regulations. While the CDBG-RLF Program relied on job creations for low-moderate income individuals, a local program could focus on other targeted criteria as established by the Council. Examples include a specific business type or employment type/quantity.

Considerations

- Funds would continue to cycle through and may accumulate interest, creating a self-sustaining economic development tool.
- Unlike the previous Revolving Loan program, the City would contract with a Financial Institution to administer and distribute loan proceeds.
- The following questions should be considered to provide program direction:
    1. What types of businesses are eligible? Are there any businesses that are not eligible?
    2. What is the maximum funding level and how is the maximum level of funding determined? Business type? Employees? Other?
    3. What are eligible and ineligible activities? Working capital, furniture/fixture/equipment, construction, acquisition?
    4. How do we measure program success?

Development Fund

The City could have the opportunity to supplement tax incremental financing cash grants or PAYGO requests using a development fund. The City would utilize the fund to lend cash grant project incentives to a project. The City could craft the program to meet specific market targets (areas, types of projects, housing, etc.).

Considerations

- Funding limitations could limit the use for an extended period of time (15 to 25 years)
- The fund could grow over time with borrowing at similar rates to our investment pool. As an example, a $700,000 City-funded loan could generate approximately $440,000 over 25 years due to the delayed principal payments.
- The following questions should be considered to provide program direction:
    1. What types of projects are targeted?
    2. Are there geographic target areas or uses for the funds?
    3. How do we measure program success?

Property Acquisition Fund

Throughout the City, several privately-owned vacant parcels have development or redevelopment potential that are outside of a tax increment district where the use of TIF funds is an allowable use of funds. A portion of the funds could be set aside to be used for strategic property acquisition.

Considerations

- The program could be structured as a one-time use or in a way to replenish the fund through property sales for redevelopment or recapture of future TID Increment.
- The following questions should be considered to provide program direction:
    1. What types of properties are targeted? Environmental or wetland issues? Challenging size or utility concerns? Other?
    2. What level of investment per property is appropriate? Appraised value? Above appraised value? Below appraised value?
    3. Are there geographic target areas? Should the properties be in a TID (that already has a funding source?) or be in areas with future TID potential?
    4. How do we measure program success?

Brownfield Redevelopment Fund

A Brownfields Redevelopment Program could assist in the redevelopment of sites that may contain environmental contamination. Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The program could be structured as a City grant, RLF, or to provide loans and/or sub-grants for environmental cleanup activities.

Considerations

- The program could be structured as a low or zero-interest loan to maintain the funding pool for to clean brownfield sites.
- The program could be structured as a grant to developers to conduct Phase 1 or Phase 2 assessments.
- The program could be used to hire consultants to apply for and manage federal brownfield cleanup grants.
- The City could use funds to acquire and clean up brownfield sites in the downtown or other commercial areas.
- The following questions should be considered to provide program direction:
    1. What types of properties are targeted? Challenging size or utility concerns? Other?
    2. Are there geographic target areas? Should the properties be in a TID (that already has a funding source? Or outside of a TID?
    3. How do we measure program success?

Façade or Building Investment Grant (non-TID)

Property owners in TID #7 and TID #9 are able to access the Façade Grant Program when making building improvements. However, not all downtown properties are located within a TID (especially on the east side) and building investment may be desired in other commercial areas of the City. If this is the case, some funds could be allocated into a program designed to encourage specific types of façade or business investment. This program would terminate upon the expenditure of the funds if not continued to be funded by the City through additional funding sources.

Considerations

- Funds would be available as a one-time use. The program would terminate upon full utilization of funds.
- The Council should establish objective criteria for program qualification to support De Pere specific economic development objectives (business type, capital investment, geographic area, employee count, etc.).
- The following questions should be considered to provide program direction:
    1. What types of buildings are targeted? Any capital investment? Interior + Exterior? Renovation? Promotion of mixed-use/housing?
    2. How is the maximum level of funding determined? Building size? Other?
    3. How are funds awarded? Upfront or upon review of receipt? Is a match required?
    4. How do we measure program success?

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Resolution #22-25 Approving Lease Agreement with Wisconsin Document Imaging (Photocopier City Hall 1st Floor).**

The Finance-Personnel Committee voted unanimously at its March 8, 2022 meeting to recommend approval of this item.

ATTACHMENTS:

- Reso22-25 (PDF)
- WI Document Imaging Quote (PDF)
- US Bank Ricoh Dealer Value Lease Agreement - M2M_31741 (PDF)
- Memo to Finance-Personnel_CH Copier Lease (PDF)

RESOLUTION #22-25

APPROVING LEASE AGREEMENT WITH WISCONSIN DOCUMENT IMAGING
(Photocopier City Hall 1st Floor)

WHEREAS, City Hall 1st Floor is in need of a new photocopier; and

WHEREAS, Wisconsin Document Imaging has available and offers to provide photocopier equipment in accordance with the terms and conditions of their Dealer Value Lease Agreement; 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 is hereby authorized and directed to execute the Dealer Value Lease Agreement, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/08/2022

Wisconsin Document Imaging

1850 Velp Ave.
Green Bay, WI 54303

Direct Line
1-920-593-1814
Toll Free Line
1-800-236-1372 Ext. 1814
Fax
1-920-593-1830
e-mail
mikes@wis-imaging.com

March 3, 2022 CITY OF DE PERE

RICOH IMC 6000 COLOR MFP COPIER PROPOSAL

MACHINE FEATURES

Network printing, color scanning and scan to email
60 Pages per minute full color and black
Single pass document feeder (capacity 220 pages)
Scan speed 240 two sided images per minute
10.1" smart operation touch panel for ease of use
3000 sheet external multi position stapling finisher
Automatic three hole punch
33.6 Fax modem included
2000 sheet large capacity paper drawer
Two 550 sheet paper drawers plus a 100 sheet bypass tray
2 GB RAM, 320 GB Hard disk drive
PDF compression for color scanning
DOSS-Data overwrite security system (overwrites hard drive) HIPAA compliant
1200X1200 DPI resolution
ID card copy (copies driver's license, insurance cards, etc. both sides on one side of the page)
Scan to / print from USB flash drive standard
15 amp surge protector / power filter

Price is based on Ricoh's municipal discount
Lease:
48 Months No payments in advance $188.00 per month
Estimated shipping time is two to three months on average.

Optional:
Professional network installation to setup printing and scanning by one of our IT techs - $300.00
(In the past Steve Massey in your IT dept. took care of the network setup, he is welcome to do this again to waive the optional network charge.)

Maintenance Agreement:
Includes all service calls, parts, labor and preventive maintenance. Includes all black and color toners. Black billed at .0055 per page and color billed at .03 per page. Billed in arrears based on actual usage. Black monthly minimum volume is 4,545 pages = $25.00, no minimum for color and is billed in arrears based on usage.
Maintenance is billed at the same time as your lease on one invoice so you only need to cut one check per month.

continued

Note: All new Ricoh's come with a free feature called @ Remote/ FM Audit. This does three things for you. It will email us your monthly meter readings automatically so we get accurate readings without having to bother anyone at your office. It emails our dispatchers if a service code comes up and a call is required. It also allows our techs to do firmware upgrades remotely whenever one is available.

Mike Sevcik
Digital Imaging Specialist
Wisconsin Document Imaging

Information herein is proprietary and confidential to Wisconsin Document Imaging (WDI) and shall not be used or disclosed without prior consent of WDI.

RICOH

APPLICATION NO.	AGREEMENT NO.

provided by: usbank EQUIPMENT FINANCE

Dealer Value Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Lessor**," "**we**," "**us**" and "**our**" refer to **U.S. Bank Equipment Finance, a division of U.S. Bank National Association** ("**U.S. Bank Equipment Finance**").

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY	STATE	ZIP	PHONE	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

SUPPLIER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Wisconsin Imaging LLC			1850 Velp Ave.	
CITY	STATE	ZIP	PHONE	FAX
Green Bay	WI	54303	920-593-1800	920-593-1831

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
			☐
			☐
			☐
			☐
			☐

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See attached Schedule A ☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

_____ Payments* of $ _____ *If you are exempt from sales tax, attach your certificate.* **plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes _____ B&W pages per month Overages billed monthly at $ _____ per B&W page*

Payment includes _____ Color pages per month Overages billed monthly at $ _____ per Color page*

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☐ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. ____ Customer's Initials

☐ Purchase all of the Equipment for $1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. ____ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance			
LESSOR	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

FEDERAL TAX I.D. # PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or exhibit hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to $50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to $50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is $1.00, at the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

CITY OF DE PERE
MEMO

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

From: Carey Danen, Clerk
Bill Boyle, GIS Manager/Project Manager
Steve Massey, IT Director

Date: March 8, 2022 (meeting date)

RE: **Copier Lease, First Floor**

The lease for City Hall's first floor copier/scanner is expiring in May. Our current machine prints in black and white, and we have a separate HP color laser printer. The HP color printer has reached the end of its useful life; parts and supplies have become difficult to obtain and the cost for toner that will work in this machine is prohibitive.

Staff is proposing to replace both pieces of equipment with an all-in-one machine with color printer capabilities. Three quotes were obtained for a new 48-month lease:

WI Document Imaging						
			Quarterly	Monthly	Annual	
Copier			$564.00	$188.00	$2,256.00	
	Price Per	Estimated Prints/Month				
Black	0.0055	13000	$214.50	$71.50	$858.00	
Color	0.03	2000	$180.00	$60.00	$720.00	
					$3,834.00	Year 1
					$3,834.00	Year 2
					$3,834.00	Year 3
					$3,834.00	Year 4
				Install	300	
				TCO	$15,636.00	

Complete Office						
			Quarterly	Monthly	Annual	
Copier			$669.50	$223.17	$2,678.00	
	Price Per	Estimated Prints/Month				
Black	0.0045	13000	$175.50	$58.50	$702.00	
Color	0.033	2000	$198.00	$66.00	$792.00	
					$4,172.00	Year 1
					$4,172.00	Year 2
					$4,172.00	Year 3
					$4,172.00	Year 4
				TCO	$16,688.00	

Gordon Flesch						
			Quarterly	Monthly	Annual	
Copier			$574.20	$191.40	$2,296.80	
	Price Per	Estimated Prints/Month				
Black	0.0062	13000	$241.80	$80.60	$967.20	
Color	0.042	2000	$252.00	$84.00	$1,008.00	
					$4,272.00	Year 1
					$4,272.00	Year 2
					$4,272.00	Year 3
					$4,272.00	Year 4
				TCO	$17,088.00	

While the quarterly lease payments will increase due to the addition of color printing capabilities (the current quarterly lease payment for our black-and-white printer is $362.19), the City will actually realize a savings due to the extremely high cost of the color toner cartridges for the old color printer. The old printer requires four cartridges which can cost upwards of $500 each.

Staff recommends signing a lease with Wisconsin Document Imaging because they offer the most competitive pricing. Please contact Carey Danen if you have any questions in advance of the meeting.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Resolution #22-26 Creating Fee Credit for Early Alcohol Beverage License Applications.**

In May of 2021, the License Committee voted to recommend approval of a 10% credit for liquor license renewal fees, and a 5% credit for operator license renewal fees for applicants who submit their paperwork at least 30 days before the end of the current licensing period. Committee members recommended to implement this credit beginning in 2022. The original staff memo is included with this agenda item; please note that two of the license fees increased this year - a Class A combo license is now $450, and the operator license fee increased to $60 (by Resolution #21-130).

ATTACHMENTS:

- Reso22-26 (PDF)
- Memo to License Committee_fee credit for early license renewal applications (PDF)

RESOLUTION #22-26

CREATING FEE CREDIT FOR EARLY ALCOHOL BEVERAGE LICENSE APPLICATIONS

WHEREAS, Resolution #21-130 established certain fees, including fees for alcohol beverage licenses issued under Chapter 7 of the De Pere Municipal Code (DPMC); and

WHEREAS, pursuant to § 7-2(c)(1) DPMC, renewal license applications which are filed with the clerk not less than 30 days nor more than 45 days prior to the date the license is to be issued shall receive a credit toward the license renewal fee as determined by resolution of the Common Council; and

WHREAS the License Committee has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT RESOLVED THAT:

Commencing with the 2022-2023 license year, the credit for early license renewal applications is:

Service	Credit
Alcohol Beverage License Renewal	10% credit toward license fee
Operator (Bartender)License Renewal	5% credit toward license fee

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 05/18/2021

CITY OF DE PERE
MEMO

To: Members of the License Committee

From: Carey Danen, City Clerk

Date: May 18, 2021 (meeting date)

RE: **possible fee credit for early alcohol beverage license renewal applications**

In 2006, the Common Council amended City ordinance to create a fee credit for early renewal of liquor license applications. This credit was applied to applications received in the Clerk's office not less than 30 days prior to the date the license was to be issued. At that time, the fee credit was established at $5.00. Somewhere in the intervening years this practice dropped off, most likely due to staff transitions within the Clerk's office.

Staff is proposing to resume the practice of offering a credit to renewal applicants. Fifteen years later however, we feel that a $5.00 discount is not much of an incentive to encourage timely renewal of liquor licenses. Possibilities include raising the credit by a flat dollar amount, or considering a percentage of the renewal fee. For reference, I've included the current fees for each type of license:

- Class B Combo - $600
- Class B Beer - $100
- Class B Beer/Class C Wine - $200
- Class A Combo - $350
- Class A Beer - $625
- Operator License - $55

For this year's renewals, we are still waiting for 13 applications as of May 12th. Part of the discussion should include whether the fee credit would be re-instituted this year, or for the 2022-2023 renewal period. Thank you for your consideration of this request; I look forward to hearing your feedback. If you have any questions in advance of the meeting, please let me know.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 3-15-2022 VOUCHERS (PDF)

PACKET: 06723 MAR 2022 COUNCIL 3-15-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4632	ACCURATE APPRAISAL LLC							
	I-3691	ACCURATE APPRAISAL LLC	R	3/15/2022		49,400.00CR	098414	49,400.00
7583	ADVANCE AUTO PARTS							
	I-6339-311116	ADVANCE AUTO PARTS	R	3/15/2022		22.70CR	098415	22.70
7262	ADVANTAGE POLICE SUPPLY INC.							
	I-22-0098	ADVANTAGE POLICE SUPPLY INC.	R	3/15/2022		246.80CR	098416	246.80
0007	AMBROSIUS SALES & SERVICE							
	I-44217	AMBROSIUS SALES & SERVICE	R	3/15/2022		104.00CR	098417	104.00
6803	AUTOMATIC MOTORS INC.							
	I-1802	AUTOMATIC MOTORS INC.	R	3/15/2022		1,901.11CR	098418	1,901.11
0442	BADGER LABORATORIES INC							
	I-22-52005527	BADGER LABORATORIES INC	R	3/15/2022		560.00CR	098419	560.00
0020	BADGERLAND PRINTING INC							
	I-37778	BADGERLAND PRINTING INC	R	3/15/2022		60.00CR	098420	
	I-37785	BADGERLAND PRINTING INC	R	3/15/2022		320.00CR	098420	
	I-37848	BADGERLAND PRINTING INC	R	3/15/2022		448.00CR	098420	
	I-37858	BADGERLAND PRINTING INC	R	3/15/2022		495.50CR	098420	1,323.50
0027	BAY TOWEL INC							
	I-4297842	BAY TOWEL INC	R	3/15/2022		167.26CR	098421	
	I-4304647	BAY TOWEL INC	R	3/15/2022		103.58CR	098421	
	I-4304648	BAY TOWEL INC	R	3/15/2022		167.26CR	098421	438.10
0028	BAY VERTE MACHINERY INC							
	I-451580-00	BAY VERTE MACHINERY INC	R	3/15/2022		8,435.07CR	098422	
	I-453280-00	BAY VERTE MACHINERY INC	R	3/15/2022		114.99CR	098422	8,550.06
4825	BIKE GUY, THE							
	I-823084	BIKE GUY, THE	R	3/15/2022		120.00CR	098423	120.00
1532	BOBCAT PLUS INC							
	I-IG46449	BOBCAT PLUS INC	R	3/15/2022		411.14CR	098424	411.14
3008	BOUND TREE MEDICAL LLC							
	I-84403610	BOUND TREE MEDICAL LLC	R	3/15/2022		56.28CR	098425	56.28

PACKET: 06723 MAR 2022 COUNCIL 3-15-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0038	BROADWAY AUTOMOTIVE INC							
	I-1068783P	BROADWAY AUTOMOTIVE INC	R	3/15/2022		68.72CR	098426	
	I-577914P	BROADWAY AUTOMOTIVE INC	R	3/15/2022		162.91CR	098426	
	I-578277P	BROADWAY AUTOMOTIVE INC	R	3/15/2022		63.72CR	098426	295.35
0039	BROOKS TRACTOR INC							
	I-D99002	BROOKS TRACTOR INC	R	3/15/2022		78.10CR	098427	
	I-D99104	BROOKS TRACTOR INC	R	3/15/2022		439.50CR	098427	517.60
2944	BROWN COUNTY JAIL							
	I-DP022022	BROWN COUNTY JAIL	R	3/15/2022		40.00CR	098428	40.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-202203082790	BROWN COUNTY REGISTER OF DEEDS	R	3/15/2022		120.00CR	098429	120.00
2984	BROWN COUNTY TREASURER							
	I-2022-00000023	BROWN COUNTY TREASURER	R	3/15/2022		414.13CR	098430	414.13
0536	CDW GOVERNMENT INC							
	I-S199286	CDW GOVERNMENT INC	R	3/15/2022		21.26CR	098431	
	I-S267446	CDW GOVERNMENT INC	R	3/15/2022		350.62CR	098431	
	I-S323230	CDW GOVERNMENT INC	R	3/15/2022		64.93CR	098431	
	I-S393912	CDW GOVERNMENT INC	R	3/15/2022		9.68CR	098431	
	I-S562667	CDW GOVERNMENT INC	R	3/15/2022		4,755.31CR	098431	5,201.80
8443	CINTAS							
	I-4104848610	CINTAS	R	3/15/2022		38.94CR	098432	
	I-4111783668	CINTAS	R	3/15/2022		38.85CR	098432	77.79
2708	CLEANING SOLUTION SERVICES INC							
	I-22118	CLEANING SOLUTION SERVICES INC	R	3/15/2022		527.67CR	098433	
	I-22127	CLEANING SOLUTION SERVICES INC	R	3/15/2022		1,436.94CR	098433	
	I-22128	CLEANING SOLUTION SERVICES INC	R	3/15/2022		1,758.93CR	098433	
	I-22133	CLEANING SOLUTION SERVICES INC	R	3/15/2022		2,218.50CR	098433	
	I-22173	CLEANING SOLUTION SERVICES INC	R	3/15/2022		224.73CR	098433	6,166.77
7337	COMPASS MINERALS AMERICA							
	I-961682	COMPASS MINERALS AMERICA	R	3/15/2022		11,006.87CR	098434	11,006.87
7997	COMPLETE OFFICE							
	I-AR39011	COMPLETE OFFICE	R	3/15/2022		86.90CR	098435	
	I-AR39012	COMPLETE OFFICE	R	3/15/2022		60.68CR	098435	
	I-AR39013	COMPLETE OFFICE	R	3/15/2022		39.11CR	098435	
	I-AR39014	COMPLETE OFFICE	R	3/15/2022		51.20CR	098435	237.89

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VENDOR SET: 01 **** CHECK LISTING ****
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0217	COUNTRY VISIONS COOPERATIVE							
	I-202203082791	COUNTRY VISIONS COOPERATIVE	R	3/15/2022		56.96CR	098436	56.96
8027	CURB N DECOR LLC							
	I-22-830	CURB N DECOR LLC	R	3/15/2022		240.00CR	098437	240.00
2624	DECKER SUPPLY CO							
	I-918191	DECKER SUPPLY CO	R	3/15/2022		826.60CR	098438	826.60
6858	DRP REPAIR LLC							
	I-12804	DRP REPAIR LLC	R	3/15/2022		203.08CR	098439	203.08
7753	ECS MIDWEST LLC							
	I-945348	ECS MIDWEST LLC	R	3/15/2022		1,750.00CR	098440	
	I-951934	ECS MIDWEST LLC	R	3/15/2022		2,590.00CR	098440	4,340.00
0086	ERC INC							
	I-ERC-0322-1068	ERC INC	R	3/15/2022		504.68CR	098441	504.68
0331	FERGUSON WATERWORKS #1476 INC							
	I-352797	FERGUSON WATERWORKS #1476 INC	R	3/15/2022		1,600.00CR	098442	1,600.00
6497	FIRE SAFETY USA INC							
	I-153519	FIRE SAFETY USA INC	R	3/15/2022		3,999.00CR	098443	
	I-156987	FIRE SAFETY USA INC	R	3/15/2022		3,265.00CR	098443	
	I-156988	FIRE SAFETY USA INC	R	3/15/2022		3,265.00CR	098443	10,529.00
5124	FIRELINE SPRINKLER CORP							
	I-6551-22D	FIRELINE SPRINKLER CORP	R	3/15/2022		775.00CR	098444	
	I-8037-22D	FIRELINE SPRINKLER CORP	R	3/15/2022		775.00CR	098444	1,550.00
0105	FOX SPECIALITY COMPANY							
	I-483171	FOX SPECIALITY COMPANY	R	3/15/2022		32.57CR	098445	32.57
4176	FRANK'S RADIO SERVICE INC							
	I-120135	FRANK'S RADIO SERVICE INC	R	3/15/2022		1,691.00CR	098446	1,691.00
7767	FREEDOM OVERHEAD DOORS							
	I-44335	FREEDOM OVERHEAD DOORS	R	3/15/2022		4,326.00CR	098447	4,326.00
8347	GFL ENVIRONMENTAL							
	I-U60000053731	GFL ENVIRONMENTAL	R	3/15/2022		581.46CR	098448	581.46

PACKET: 06723 MAR 2022 COUNCIL 3-15-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0351	HACH COMPANY							
	I-12894457	HACH COMPANY	R	3/15/2022		234.60CR	098449	234.60
1237	HASTINGS AIR ENERGY CONTROL							
	I-I92957	HASTINGS AIR ENERGY CONTROL	R	3/15/2022		343.20CR	098450	343.20
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-W37675	HURCKMAN MECHANICAL INDUSTRIES	R	3/15/2022		1,119.58CR	098451	1,119.58
5484	HYDROCORP INC							
	I-65830-IN	HYDROCORP INC	R	3/15/2022		2,787.00CR	098452	2,787.00
0991	IAFC MEMBERSHIP							
	I-136281	IAFC MEMBERSHIP	R	3/15/2022		215.00CR	098453	215.00
6342	IDEA DINER							
	I-20015322	IDEA DINER	R	3/15/2022		75.00CR	098454	75.00
1399	INDOFF INC							
	C-3547017	INDOFF INC	R	3/15/2022		3.09	098455	
	I-3544952	INDOFF INC	R	3/15/2022		152.36CR	098455	
	I-3544972	INDOFF INC	R	3/15/2022		52.45CR	098455	
	I-3545382	INDOFF INC	R	3/15/2022		7.17CR	098455	
	I-3546027	INDOFF INC	R	3/15/2022		39.34CR	098455	
	I-3546440	INDOFF INC	R	3/15/2022		427.55CR	098455	
	I-3546689	INDOFF INC	R	3/15/2022		92.90CR	098455	768.68
8294	JET VAC ENVIRONMENTAL							
	I-4513	JET VAC ENVIRONMENTAL	R	3/15/2022		3,986.75CR	098456	3,986.75
2602	JOSSART BROTHERS INC							
	I-21-11 (1)	JOSSART BROTHERS INC	R	3/15/2022		429,804.89CR	098457	
	I-2645	JOSSART BROTHERS INC	R	3/15/2022		1,035.88CR	098457	
	I-2646	JOSSART BROTHERS INC	R	3/15/2022		2,984.25CR	098457	433,825.02
1276	JX ENTERPRISES INC							
	C-14190509P	JX ENTERPRISES INC	R	3/15/2022		391.96	098458	
	C-14190510P	JX ENTERPRISES INC	R	3/15/2022		175.98	098458	
	I-14191894P	JX ENTERPRISES INC	R	3/15/2022		14.20CR	098458	
	I-14195331P	JX ENTERPRISES INC	R	3/15/2022		3.60CR	098458	
	I-14196852P	JX ENTERPRISES INC	R	3/15/2022		47.59CR	098458	
	I-14200171P	JX ENTERPRISES INC	R	3/15/2022		119.30CR	098458	
	I-14201770P	JX ENTERPRISES INC	R	3/15/2022		130.46CR	098458	
	I-14201773P	JX ENTERPRISES INC	R	3/15/2022		15.35CR	098458	
	I-14201774P	JX ENTERPRISES INC	R	3/15/2022		336.94CR	098458	
	I-14202502P	JX ENTERPRISES INC	R	3/15/2022		113.25CR	098458	
	I-14203480P	JX ENTERPRISES INC	R	3/15/2022		148.78CR	098458	
	I-14205156P	JX ENTERPRISES INC	R	3/15/2022		85.72CR	098458	447.25

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2044	LIGHTHOUSE TITLE INC							
	I-WGB22-02296775	LIGHTHOUSE TITLE INC	R	3/15/2022		75.00CR	098459	
	I-WGB22-02297243	LIGHTHOUSE TITLE INC	R	3/15/2022		150.00CR	098459	225.00
7729	BONNIE LINSSEN							
	I-202203082792	BONNIE LINSSEN	R	3/15/2022		125.00CR	098460	125.00
7446	MACQUEEN EQUIPMENT GROUP							
	I-P22930	MACQUEEN EQUIPMENT GROUP	R	3/15/2022		219.51CR	098461	219.51
0173	MENARDS INC							
	I-94554	MENARDS INC	R	3/15/2022		17.82CR	098462	
	I-94556	MENARDS INC	R	3/15/2022		95.64CR	098462	
	I-94619	MENARDS INC	R	3/15/2022		40.40CR	098462	
	I-94784	MENARDS INC	R	3/15/2022		20.92CR	098462	
	I-94785	MENARDS INC	R	3/15/2022		44.25CR	098462	
	I-94867	MENARDS INC	R	3/15/2022		25.36CR	098462	
	I-94886	MENARDS INC	R	3/15/2022		44.99CR	098462	
	I-94949	MENARDS INC	R	3/15/2022		17.91CR	098462	
	I-95130	MENARDS INC	R	3/15/2022		4.68CR	098462	
	I-95136	MENARDS INC	R	3/15/2022		19.59CR	098462	
	I-95186	MENARDS INC	R	3/15/2022		35.55CR	098462	367.11
8416	MICHELS PIPE SERVICES							
	I-21-03 (3) FINAL	MICHELS PIPE SERVICES	R	3/15/2022		13,604.26CR	098463	13,604.26
1630	BRIAN MITCHELL							
	I-3277	BRIAN MITCHELL	R	3/15/2022		560.00CR	098464	560.00
0180	MONROE TRUCK EQUIPMENT INC							
	I-840387	MONROE TRUCK EQUIPMENT INC	R	3/15/2022		318.35CR	098465	318.35
8431	MULTI MEDIA CHANNELS LLC							
	I-39463	MULTI MEDIA CHANNELS LLC	R	3/15/2022		721.58CR	098466	
	I-IN55514	MULTI MEDIA CHANNELS LLC	R	3/15/2022		202.06CR	098466	
	I-IN56371	MULTI MEDIA CHANNELS LLC	R	3/15/2022		156.48CR	098466	
	I-IN59131	MULTI MEDIA CHANNELS LLC	R	3/15/2022		155.20CR	098466	
	I-IN59132	MULTI MEDIA CHANNELS LLC	R	3/15/2022		83.70CR	098466	1,319.02
8749	NEUMAN POOLS INC							
	I-35275	NEUMAN POOLS INC	R	3/15/2022		8,950.00CR	098467	
	I-35926	NEUMAN POOLS INC	R	3/15/2022		3,442.05CR	098467	12,392.05

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0531	NORTHEAST AUTO PARTS INC							
	C-363807	NORTHEAST AUTO PARTS INC	R	3/15/2022		145.70	098468	
	I-363143	NORTHEAST AUTO PARTS INC	R	3/15/2022		49.64CR	098468	
	I-363385	NORTHEAST AUTO PARTS INC	R	3/15/2022		183.08CR	098468	
	I-363427	NORTHEAST AUTO PARTS INC	R	3/15/2022		20.78CR	098468	
	I-363755	NORTHEAST AUTO PARTS INC	R	3/15/2022		84.46CR	098468	
	I-363797	NORTHEAST AUTO PARTS INC	R	3/15/2022		132.02CR	098468	
	I-363839	NORTHEAST AUTO PARTS INC	R	3/15/2022		25.44CR	098468	
	I-364083	NORTHEAST AUTO PARTS INC	R	3/15/2022		20.94CR	098468	
	I-364138	NORTHEAST AUTO PARTS INC	R	3/15/2022		20.75CR	098468	
	I-364141	NORTHEAST AUTO PARTS INC	R	3/15/2022		59.39CR	098468	
	I-364142	NORTHEAST AUTO PARTS INC	R	3/15/2022		59.39CR	098468	
	I-364158	NORTHEAST AUTO PARTS INC	R	3/15/2022		7.36CR	098468	
	I-364191	NORTHEAST AUTO PARTS INC	R	3/15/2022		3.54CR	098468	
	I-364196	NORTHEAST AUTO PARTS INC	R	3/15/2022		82.74CR	098468	
	I-364199	NORTHEAST AUTO PARTS INC	R	3/15/2022		25.98CR	098468	
	I-364200	NORTHEAST AUTO PARTS INC	R	3/15/2022		77.94CR	098468	
	I-364206	NORTHEAST AUTO PARTS INC	R	3/15/2022		90.01CR	098468	
	I-364209	NORTHEAST AUTO PARTS INC	R	3/15/2022		52.56CR	098468	
	I-364218	NORTHEAST AUTO PARTS INC	R	3/15/2022		22.48CR	098468	
	I-364230	NORTHEAST AUTO PARTS INC	R	3/15/2022		31.35CR	098468	
	I-364257	NORTHEAST AUTO PARTS INC	R	3/15/2022		212.22CR	098468	
	I-364260	NORTHEAST AUTO PARTS INC	R	3/15/2022		159.61CR	098468	
	I-364296	NORTHEAST AUTO PARTS INC	R	3/15/2022		18.84CR	098468	
	I-364330	NORTHEAST AUTO PARTS INC	R	3/15/2022		62.56CR	098468	
	I-364345	NORTHEAST AUTO PARTS INC	R	3/15/2022		16.55CR	098468	
	I-364380	NORTHEAST AUTO PARTS INC	R	3/15/2022		20.94CR	098468	
	I-364405	NORTHEAST AUTO PARTS INC	R	3/15/2022		969.94CR	098468	2,364.81
VOID	VOID CHECK		V	3/15/2022			098469	**VOID**
VOID	VOID CHECK		V	3/15/2022			098470	**VOID**
8327	OSBURN ASSOCIATES INC							
	I-290918	OSBURN ASSOCIATES INC	R	3/15/2022		190.50CR	098471	
	I-290933	OSBURN ASSOCIATES INC	R	3/15/2022		1,926.00CR	098471	
	I-290961	OSBURN ASSOCIATES INC	R	3/15/2022		190.50CR	098471	2,307.00
5222	P J KORTENS & CO INC							
	I-10023491	P J KORTENS & CO INC	R	3/15/2022		3,282.00CR	098472	3,282.00
1331	PACKER FASTENER & SUPPLY INC							
	I-672467	PACKER FASTENER & SUPPLY INC	R	3/15/2022		11.19CR	098473	
	I-674003	PACKER FASTENER & SUPPLY INC	R	3/15/2022		38.21CR	098473	49.40

PACKET: 06723 MAR 2022 COUNCIL 3-15-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8750	PARAGON DEVELOPMENT SYSTEMS							
	I-502168348	PARAGON DEVELOPMENT SYSTEMS	R	3/15/2022		31,936.00CR	098474	
	I-502168350	PARAGON DEVELOPMENT SYSTEMS	R	3/15/2022		9,224.00CR	098474	41,160.00
1	PETERSON, KRISTY							
	I-202203082793	REFUND	R	3/15/2022		35.00CR	098475	35.00
0208	POMP'S TIRE SERVICE INC							
	I-90076408	POMP'S TIRE SERVICE INC	R	3/15/2022		212.00CR	098476	
	I-90076445	POMP'S TIRE SERVICE INC	R	3/15/2022		668.99CR	098476	
	I-90076461	POMP'S TIRE SERVICE INC	R	3/15/2022		586.56CR	098476	1,467.55
1246	PREVEA HEALTH							
	I-136500	PREVEA HEALTH	R	3/15/2022		213.35CR	098477	213.35
0395	PRO ONE JANITORIAL INC							
	I-181379	PRO ONE JANITORIAL INC	R	3/15/2022		1,580.00CR	098478	1,580.00
7584	R LEWIS TECHNOLOGIES INC							
	I-12136	R LEWIS TECHNOLOGIES INC	R	3/15/2022		73.90CR	098479	73.90
8387	RED POWER DIESEL							
	I-1982	RED POWER DIESEL	R	3/15/2022		63.10CR	098480	63.10
0227	REINDERS INC							
	I-6006380-01	REINDERS INC	R	3/15/2022		23.64CR	098481	
	I-6007416-00	REINDERS INC	R	3/15/2022		1,126.95CR	098481	
	I-6007572-00	REINDERS INC	R	3/15/2022		82.67CR	098481	
	I-6007813-00	REINDERS INC	R	3/15/2022		608.83CR	098481	1,842.09
6971	RENNERT'S FIRE EQUIP SERV INC.							
	I-44691	RENNERT'S FIRE EQUIP SERV INC.	R	3/15/2022		704.29CR	098482	704.29
2604	RIESTERER & SCHNELL INC							
	I-2147528	RIESTERER & SCHNELL INC	R	3/15/2022		746.64CR	098483	746.64
0681	ROGAN'S SHOES							
	I-270416	ROGAN'S SHOES	R	3/15/2022		1,470.00CR	098484	1,470.00
3234	SHERWIN WILLIAMS							
	I-7536-8	SHERWIN WILLIAMS	R	3/15/2022		50.51CR	098485	
	I-7812-3	SHERWIN WILLIAMS	R	3/15/2022		69.52CR	098485	120.03

PACKET: 06723 MAR 2022 COUNCIL 3-15-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7762	SMITHGROUP INC							
	I-160654	SMITHGROUP INC	R	3/15/2022		6,800.00CR	098486	6,800.00
7503	STANGEL INC							
	I-8256	STANGEL INC	R	3/15/2022		475.00CR	098487	475.00
0268	TRUCK EQUIPMENT INC							
	I-988861-00	TRUCK EQUIPMENT INC	R	3/15/2022		138.76CR	098488	
	I-989265-00	TRUCK EQUIPMENT INC	R	3/15/2022		86.47CR	098488	
	I-991318-00	TRUCK EQUIPMENT INC	R	3/15/2022		34.62CR	098488	259.85
0270	US POSTAL SERVICE							
	I-202203082794	US POSTAL SERVICE	R	3/15/2022		265.00CR	098489	265.00
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-8539	VANDEN PLAS PORTABLE SOLUTIONS	R	3/15/2022		149.00CR	098490	149.00
7861	KRISTEN VINCENT							
	I-202203082795	KRISTEN VINCENT	R	3/15/2022		258.28CR	098491	258.28
5892	VONBRIESEN & ROPER SC							
	I-383550	VONBRIESEN & ROPER SC	R	3/15/2022		346.50CR	098492	346.50
5539	VORPAHL FIRE & SAFETY CORP							
	I-215336469	VORPAHL FIRE & SAFETY CORP	R	3/15/2022		207.00CR	098493	207.00
3052	WI CHIEFS OF POLICE ASSOCIATION							
	I-6258	WI CHIEFS OF POLICE ASSOCIATIO	R	3/15/2022		100.00CR	098494	100.00
0548	WI RURAL WATER ASSOC							
	I-S5155	WI RURAL WATER ASSOC	R	3/15/2022		615.00CR	098495	615.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	80	0.00	653,580.41	653,580.41
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	82	0.00	653,580.41	653,580.41

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 06723 MAR 2022 COUNCIL 3-15-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	3/2022	159,193.50CR
201	3/2022	16,133.35CR
260	3/2022	370.00CR
285	3/2022	499.08CR
290	3/2022	3,570.00CR
291	3/2022	170.00CR
292	3/2022	430,033.70CR
293	3/2022	170.00CR
294	3/2022	170.00CR
295	3/2022	170.00CR
297	3/2022	80.78CR
405	3/2022	5,393.68CR
415	3/2022	15,083.69CR
601	3/2022	20,135.64CR
650	3/2022	2,406.99CR
ALL		653,580.41CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Discussion and Possible Action on Potential Intergovernmental Agreement for Services**