



Common Council

Regular Meeting

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

Agenda

Tuesday, December 5, 2023

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **December 5, 2023 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igmp2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the November 21, 2023 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.
5. Recommendation from the Board of Park Commissioners to approve the Southwest Park Shelter renovation bid and alternative from Bayland Builders for \$142,615.
6. Resolution #23-129 Approving Professional Services Agreement with Green Bay Metropolitan Sewerage District (Sub-Award for GLRI Grant for Tree Planting).
7. Resolution #23-130 Authorizing Master Service Agreement and Statement of Work Addendum Between the City of De Pere and CivicPlus LLC.
8. Resolution #23-131 Authorizing Memorandum of Understanding with the Wisconsin Elections Commission regarding the Badger Book electronic poll book software.
9. Appointment to the Historic Preservation Commission by Mayor Boyd.
10. Voucher approval.
11. Future agenda items.
12. Discussion and Possible Action on Potential Acquisition of Private Property for Public Purposes.

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.

13. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Andy Brackett, CivicPlus
Angela Kowalzek, NEW Water
Jared Schmidt, Robert E. Lee
Jeff Sabel, Bayland Builders



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the November 21, 2023 Common Council meeting.

ATTACHMENTS:

- 11-21-23 Common Council Minutes_draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, November 21, 2023

7:30 PM

Council Chambers and Virtual

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

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Pamela Gantz	Aldersperson	Excused	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kunding	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Devin Peroch	Aldersperson	Excused	
John Quigley	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the November 7, 2023 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Shana Defnet Ledvina
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Peroch

4. Public Hearing on the proposed Budget for calendar year 2024.

A. Presentation of 2024 Budget.

Mayor Boyd presented the proposed 2024 budget for the City of De Pere, noting that it focuses on current and projected municipal service staffing levels by adding several positions to enhance service capabilities and responsiveness. The budget also provides funding to manage the existing and projected economic development and residential growth in the downtown, as well as for the initial design of the long-awaited southern bridge corridor. The budget also includes a 5% raise for non-represented employees, in order to show appreciation for our dedicated workforce while at the same time encouraging new applicants to work for the City. Mayor Boyd noted that while the State continues to impose restrictions on municipalities to raise revenue, it did make significant adjustments to the amount of shared revenue that municipalities and counties will receive in 2024. This adjustment increased the amount the City will receive by approximately \$600,000, which partially offsets the significant decrease in shared revenues implemented over the past twenty years.

The 2024 budget contains initiatives to meet the needs and expectations of the community, including:

- Funding to maintain city facilities and complete ongoing maintenance and repairs as needed throughout all city facilities;

- Additional funding to support and expand the ongoing efforts of the Beautification Committee, Definitely De Pere, the Sister City program, Historical Society, and Community Service Grant program;
- Funding to add a police captain position and an economic development position;
- Funding for various pieces of equipment to enhance fuel efficiency and performance, and to aid in effective and efficient municipal services;
- Funding for the construction of the Nelson Family Pavilion and improvements to other park facilities

A full list of initiatives identified in the budget can be found on the City website.

Mayor Boyd's address also included the following data:

- The City qualified for the Expenditure Restraint Program in the amount of \$126,374 – a decrease of \$70,914 due to more communities qualifying for the program and the fact that funding stayed the same
- The 2024 Executive Budget includes an overall 8.14% increase in General Fund operating expenditures when compared to 2023
- The 2024 budget includes a 7.17% increase in the property tax levy and a 3.95% decrease in the property tax mill rate
- The proposed mill rate for 2024 is \$5.61 per \$1,000, which is \$0.24 lower than the 2023 rate

City Administrator Larry Delo reviewed the City's 10-year budget forecast (2024-2034) and reported on assessed values and trends. He stated that discrepancies in commercial values have been addressed so that they are more accurate. Finance Director-Treasurer Pam Manley reviewed the breakdown for the other taxing jurisdictions which include the two school districts, NWTC, and Brown County. She also reviewed general fund revenue and expenditure trends. Director Manley reported that the City has a very aggressive debt repayment plan; she noted that debt service is affected by levy limits, which makes it impossible to go debt free.

B. Notice of Public Hearing.

The Clerk's office published the notice of public hearing in the Press Times on November 3, 2023.

C. Approval of proposed 2024 Budget.

Mayor Boyd declared the public hearing open. Resident Jim Anderson urged Council to provide more funding in the budget for the Parks Department, and specifically for Wilson Park. No one else wished to speak, so Mayor Boyd declared the public hearing closed. Staff fielded questions from Council members about the new community development position, and trends with the tax increment levy. Discussion followed on funding for Parks & Recreation.

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

D. Resolution #23-119 Adoption of Tax Levy for City Purposes to Support the 2024 City Budget.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Perock

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 proposal from Pink Flamingo for improvements to the Legion softball field fence.

In response to questions from alderpersons, Parks and Recreation Director Marty Kosobucki reported that moving the outfield fence would be much more expensive than raising its height; he stated that the advertising space on the fence is more for event sponsorship, so the City does not see any revenue from advertising.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Perock

7. Recommendation from Board of Public Works to award Contract 23-24 City Hall Roof Fall Restraint Project to IEI General Contractors, Inc. in the amount of \$62,500.00.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Perock

8. Recommendation from Finance/Personnel Committee to authorize City's Bargaining Teams and participation in Collective Bargaining with Police and Fire Unions.

City Attorney Tony Wachewicz reported that the bargaining committees will be comprised of himself and Human Resources Director Shannon Metzler, as well as Chief Al Matzke and Assistant Chief Jack Mlnarik for Fire, and Chief Jeremy Muraski and Support Services Captain Chad Opicka for Police.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Perock

9. Recommendation and Approval to confirm appointment of Chrystal Woller to position of Health Officer/Director.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Perock

10. Consideration and Possible Action on PFAS Class Action Litigation.

Alderperson Raasch moved, seconded by Alderperson Hansen to opt out of the proposed 3M and DuPont PFAS class action settlements and authorize the mayor and staff to carry out all lawful and necessary steps and execute all required documents.

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

11. Ordinance #23-18 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23 Schedule G Parking).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Perock

12. Resolution 23-120 Supporting Wisconsin Department of Transportation Relocation of the Preserve Trail at Southbridge Road and Innovation Court.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Perock

13. Resolution #23-121 Approving Lease Agreement between the City of De Pere and Brown County (WD-70 and WD-70-2; adjacent to Brown County Fairgrounds).

Aldersperson Hansen, moved, seconded by Aldersperson Raasch to approve the agreement. Parks Director Marty Kosobucki confirmed that there would be no loss of revenue with this agreement, because his department typically receives less than \$1,000 annually for renting the City's portion of the grounds. He stated that Brown County will maintain the property by cutting grass, etc. which he estimated would save City staff around 5-8 hours per week. Discussion followed regarding the effective date of the agreement, the timing of the annual payment, and notification to the City regarding special events if the County is managing both sides of the fairgrounds. Aldersperson Carpenter moved, seconded by Aldersperson Ledvina to open the meeting. Upon vote, motion carried unanimously. Brown County Parks Director Matt Kriese addressed the Council and answered questions. Aldersperson Raasch moved, seconded by Aldersperson Quigley to close the meeting. Upon vote, motion carried unanimously. Aldersperson Hansen clarified his motion to include that the effective date of the agreement will be January 1, 2024 unless the County approves it in 2023 and agrees to pay the fee in 2023. Aldersperson Raasch rescinded his second; Aldersperson Quigley then seconded the revised motion.

RESULT:	ADOPTED [5 TO 1]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	John Quigley, Aldersperson
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley
NAYS:	Dean Raasch
EXCUSED:	Pamela Gantz, Devin Perock

14. Resolution #23-122 Authorizing Renewal of Planned Service Agreement between the City of De Pere and Johnson Controls Fire Protection LP (Community Center Access Control System).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Jonathon Hansen, Aldersperson
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Perock

15. Resolution #23-123 Authorizing Storm Water Line Easement (Fox River State Trail; ED-80-3).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Shana Defnet Ledvina, Aldersperson
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Perock

16. Resolution #23-124 Approving Revision #2 to the State/Municipal Financial Agreement for a State - LET Highway Project (STH 32 - Main Avenue & Reid Street).

City Administrator Larry Delo reported that the Department of Transportation (DOT) will not include widening Main Avenue under the railroad pass in the design plan unless someone comes up with additional funding of approximately \$20 million. The DOT is

evaluating a potential left turn lane at 8th Street after staff provided some drone shots that convinced them to review it. Funding for that feature has not been discussed.

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

17. Resolution #23-125 Approving Grant Agreement between the State of Wisconsin Department of Health Services for Local Public Health Department Division of Public Health Contract #61880.

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

18. Resolution #23-126 Approving Brown County Community Area Network Fiber Agreement among the City of De Pere, Brown County, the University of Wisconsin-Green Bay and St. Norbert College.

RESULT: ADOPTED BY ROLL CALL VOTE [5 TO 0]
MOVER: Dean Raasch, Alderperson
SECONDER: Shana Defnet Ledvina, Alderperson
AYES: Carpenter, Hansen, Ledvina, Quigley, Raasch
ABSTAIN: Amy Chandik Kunding
EXCUSED: Pamela Gantz, Devin Perock

19. Resolution #23-127 Authorizing Development Agreement Regarding Facility Expansion Between the City of De Pere and MASK, LLC (Plant No. 8; 1862 Commerce Drive).

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

20. Reso #23-128 Authorizing Development Agreement Between the City of De Pere and Developer (126 South Broadway and 310 North Wisconsin).

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Hansen, Kunding, Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Perock

21. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Hansen, Kunding, Defnet Ledvina, Quigley, Raasch
EXCUSED:	Pamela Gantz, Devin Perock

22. Future agenda items.

Alderperson Carpenter requested a discussion on PFAS contamination at a future Board of Public Works meeting.

Alderperson Hansen requested that staff provide a list of contractors for sump pump installation that can be shared with constituents.

23. Adjournment.

Alderperson Ledvina moved, seconded by Alderperson Carpenter to adjourn the meeting at 9:04PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: Ann Ledvina

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: December 5, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to approve the Southwest Park Shelter renovation bid and alternative from Bayland Builders for \$142,615.

The Board of Park Commissioners, at the November 16, 2023 meeting, approved the bid and alternative bid from Bayland Builders, in the amount of \$142,615, for the Southwest Park shelter renovations. The bid was approved with a 4-2 vote, with Alderperson Raasch and Alderperson Chandik-Kundinger voting no.

ATTACHMENTS:

- Council Memo. Southwest Park Shelter (PDF)
- Memo.Southwest Park Shelter Summary (DOCX)
- L110823a_recommendation letter (PDF)

CITY OF DE PERE MEMO



To: City Council
 From: Marty Kosobucki
 Date: December 5, 2023
 RE: Award of bid for Southwest Park Shelter repair

At the Board of Park Commissioners meeting on November 16th, the board settled on the recommendation to accept the Alternate #1 bid for repairing Southwest Park Shelter. The alternate bid is upgrading the roof to a metal roof, versus a shingled roof. The vote was 4-2 with Alderpersons Raasch and Chandick-Kundinger voting Nay.

Please see the below information to assist you in reviewing and understanding the topic.

- The base bid is to cover all repairs to the Southwest Park Shelter and repairing the shelter for like for like materials.
- The Alternate Bid was to upgrade the roof to a metal roof.
 - o Our insurance company indicated that it understands the benefit to a metal roof but would not cover the cost of upgrading. Any cost incurred going to the Alternate Bid would be a responsibility of the City.
 - o The difference from the Base Bid to Alternate Bid was \$18,615.
- Insurance coverage - The Board of Park Commissioners did not have this information during their review. However, we just received the insurance information and their final payment.
 - o The insurance company has agreed to pay off the base bid of \$124,000.
 - o The insurance company has formulated a \$14,880 depreciation value to the building and has also deducted \$1,000 for the City deductible.
 - o After depreciation value and City deductible the insurance company has paid out \$109,120 for the repair to the Southwest Park building.
 - This does not include funding/payment for any engineering fees incurred for the project. (we are still working on that.)

If the City chooses to go with the Alternate Bid, we will need \$34,495 allocated from City Funding or unassigned reserves to complete the project. If the City opts to go with the Base Bid, we will need \$15,880 allocated from the City to complete the project.

CITY OF DE PERE

MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki
 Date: November 16, 2023
 RE: Southwest Park Shelter Repair

We have received the bids for the repair work to the Southwest Park Shelter. I have included a summary of bids for you within your packet of information. The Park Board will need to discuss which direction to go as it relates to the alternate bid. This discussion is important because the low bidder for the base bid is different from the bidder that would have the alternate included.

Background:

Within our bid, we advertised for an alternate bid which would cover the upgrading of a shingle roof to a metal roof. The concern or obstacle with the alternate bid is that the cost for upgrading to a metal roof would not be covered by insurance, whereas the base bid will be covered by insurance. Costs related to the alternate bid would be an out-of-pocket expense to the City. We requested the alternate bid as metal roof costs have come down over the years (compared to shingles) and the benefits of a metal roof are substantial (ie. Longevity, durability, resistance to vandalism, etc...). A metal roof could potentially last the life of the building, whereas a shingle roof will likely have to be replaced 1-2 more times during its life. We anticipate the difference or upgrade to a metal roof would be approximately \$19,000 out of pocket expense from the City to upgrade to a metal roof.

Below are the recommended options to choose from for accepting a bid for the repair of Southwest Park Shelter.

Option 1 – Accept base bid from IEI General Contractors in the amount of \$124,000 which would include a shingle roof.

- We feel this is an acceptable route and would be of small financial impact to the City.

Option 2 – Accept base bid and alternate bid from Bayland Buildings in the amount of \$142,615 which would include a metal roof upgrade. Funding for the difference between Option 1 and Option 2 would need to be requested from City Council to come from Unassigned Reserves.

- We feel this would make long term financial sense as a metal roof should last the life of the building and ultimately save the City money on replacing the roof 1-2 more times during the life of the building.

November 8, 2023

Mr. Marty Kosobucki, Director of Parks, Recreation & Forestry
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: Southwest Park Restroom Restoration
De Pere Contract 23-23 / REL Contract 404-23-02

Dear Mr. Kosobucki:

Bids were opened on November 8, 2023, for the Southwest Park Restroom Restoration project, REL Contract 404-23-02. Bids were received from three (3) contractors, ranging in cost, from \$124,000.00 to \$133,165.00 for the base bid, with an alternate cost solicited for a metal roof option on the pavilion. A bid tabulation of the base bid and alternative costs is enclosed.

Should the City decide to go with the base bid (the asphalt shingle roof), we would recommend award to the low bidder, IEI General Contractors, De Pere, Wisconsin with a base bid of \$124,000.00. However, if the City would choose to go with the metal roof (Alternate), we would recommend award to the low bidder, Bayland Buildings, Inc., Hobart, Wisconsin, with an alternate cost of \$142,615.00.

We have reviewed the documents submitted with the bids. If you have any questions, please do not hesitate to call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

JGS/LAR

ENC.

ITEMIZED BID TABULATION

OWNER: CITY OF DE PERE
 PROJECT: SOUTHWEST PARK RESTROOM RESTORATION
 CONTRACT: 404-23-02
 BID DATE: WEDNESDAY, NOVEMBER 8TH - 1:00 P.M.

Line Item	Item Code	Item Description	Unit	Qty.	IEI GENERAL CONTRACTORS De Pere, Wisconsin		MIKE KOENIG CONSTRUCTION Sheboygan, Wisconsin		BAYLAND BUILDINGS Hobart, Wisconsin	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid										
1	5000.01	Park Restroom Restoration, with an asphalt shingle roof, Complete.	LS	1	\$124,000.00	\$124,000.00	\$132,500.00	\$132,500.00	\$133,165.00	\$133,165.00
Alternate Bid										
2	6000.01	Park Restroom Restoration, with a metal roof, Complete, in lieu of Bid Item 1.	LS	1	\$33,000.00	\$157,000.00	\$161,868.00	\$161,868.00	\$9,450.00	\$142,615.00
Total Contract 404-23-02					\$124,000.00		\$132,500.00		\$133,165.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 5, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #23-129 Approving Professional Services Agreement with Green Bay Metropolitan Sewerage District (Sub-Award for GLRI Grant for Tree Planting).

The Board of Park Commissioners, at the November 16, 2023 meeting, approved the NEW Water Agreement. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- Reso23-129 (PDF)
- NEW Water Grant Agreement (PDF)
- Memo to PB to approve NEW Water sub-award agreement 11-8-23 (PDF)

RESOLUTION #23-129

APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
(Sub-Award for GLRI Grant for Tree Planting)

WHEREAS, Green Bay Metropolitan Sewerage District (GBMSD) is the recipient of a United States Forest Service Great Lakes Restoration Initiative Grant, which it intends to utilize to reduce storm water runoff within Brown County by planting trees; and

WHEREAS, as part of the grant award, GBMSD wishes to engage City as a sub-awardee for tree planting under the terms and conditions of the Professional Services Agreement attached hereto, requiring the City to plant 250 trees by August 1, 2026, in exchange for payment of \$31,250.00; and

WHEREAS, the City is required to assume responsibility for maintenance of the trees and grant-associated activities as described in the Agreement; and

WHEREAS, the Board of Park Commissioners 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 enter into the attached Professional Services Agreement (US Forest Service GLRI Grant), subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of December, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 11/16/2023

Green Bay Metropolitan Sewerage District (GBMSD)
PROFESSIONAL SERVICES AGREEMENT
US Forest Service GLRI Grant
A NEW Water Partnership to Reduce Stormwater Runoff in Brown County, WI

City of De Pere
 2023

This Professional Services Agreement (and all exhibits or other documents attached to or referenced herein, each of which is incorporated in its entirety by this reference) collectively "the Agreement" is being entered into by and between the City of De Pere, for purposes of engaging the City of De Pere to render the hereinafter described services in accordance with the terms and conditions hereof for the benefit of GBMSD. The Professional Services Agreement is made and entered into this ____ day of _____, 2023.

1. SCOPE OF ENGAGEMENT.

GBMSD engages the City of De Pere ("De Pere") (DUNS #: 110030257) to **plant 250 trees from December 1, 2023 to August 1, 2026** and assume all responsibility for tree maintenance and grant-associated activities as described in the Scope of Services document attached hereto as Exhibit 1 and incorporated herein by reference ("Services"). De Pere represents and warrants to GBMSD that it has reasonably sufficient training, experience, and qualifications to perform said Services in compliance with all applicable federal, state and local laws/regulations.

De Pere is being engaged to perform the Services herein as a subawardee of GBMSD, who is the recipient of a United States Forest Service (USFS) – Great Lakes Restoration Initiative ("GLRI") grant entitled **A NEW Water Partnership to Reduce Storm water Runoff in Brown County, WI** ("Grant"). As a sub-awardee, De Pere shall not be responsible for any direct USFS grant reporting required by or relating to said Grant. De Pere shall report directly, and exclusively, to GBMSD's Contract and Grant Specialist, Angela Kowalzek, 2231 N. Quincy St, Green Bay, WI 54302, 920-438-1072, akowalzek@newwater.us.

During the performance of the Services, De Pere shall submit to GBMSD for final resolution any question, decision, or matter regarding which De Pere reasonably believes is subject to professional judgment and about which De Pere is not certain.

2. TERM OF SERVICES.

The Term of this Agreement and the Services to be provided hereunder shall commence as of the date first set forth above and continue until **August 1, 2026** ("Term"); provided, however, that GBMSD shall have the option, exercisable in its discretion, to renew and extend the Term as needed to meet the obligations of the Grant. GBMSD shall exercise its renewal and extension option by providing written notice to De Pere on or before the end of the Term, and GBMSD may terminate this Agreement and the Services at any time upon not less than thirty (30) days' advance written notice to De Pere. GBMSD shall pay De Pere all compensation due hereunder, and De Pere shall provide the Services through the effective date of any termination.

This Agreement and the Services to be provided hereunder may be terminated by either party if the other party materially defaults under any term or condition of this Agreement, if under any term or condition of the Agreement, the default remains uncured for a period of fifteen (15) days' following the defaulting party's receipt of written notice of such default.

3. COMPENSATION.

In consideration of the Services, GBMSD shall pay De Pere for its Services, **not to exceed \$31,250**. Payment will be made within thirty (30) days upon receipt of invoices and appropriate documentation of services rendered. Note: At times, GBMSD may request interim or quarterly invoices to meet grant reporting requirements.

4. PAYMENTS/DELIVERABLES.

At least once per year, at the end of the year, during the Term, De Pere shall submit to GBMSD a brief summary of trees planted (both grant and match funded), labor costs (for non-federal funds match), and maintenance activities performed.

De Pere shall be responsible for and pay all payrolls, employment, and other taxes and governmental obligations arising from the compensation and fees paid by GBMSD to De Pere hereunder.

5. FEDERAL REGULATIONS.

- A. De Pere is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.3630 through .332.
- B. De Pere shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- C. De Pere agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:

- i. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
- ii. Specify the actions De Pere will take against employees for violating that prohibition; and
- iii. Let each employee know that, as a condition of employment under any award, the employee:
 - a) Shall abide by the terms of the statement, and
 - b) Shall notify De Pere in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

De Pere agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

- i. The dangers of drug abuse in the workplace;
- ii. The established policy of maintaining a drug-free workplace;

6. CONFIDENTIAL INFORMATION.

De Pere agrees that any and all information relating to GBMSD's business operations including, without limitation: (a) know-how, inventions, ideas, product information, and trade secrets; (b) financial and pricing information; (c) customer and supplier identities and information; and (d) information relating to GBMSD's past, present, and future sales; marketing and research and development activities that may be imparted to, or in any way obtained directly or indirectly by De Pere through GBMSD; and the results of De Pere's performance of the Services pursuant to this Agreement, shall be maintained confidential information and secret. Confidential information as used herein shall not include, and De Pere may disclose in its discretion, information that is generally known to the public, information legally required to be disclosed pursuant to judicial order or other legal proceedings, information required by applicable law or regulations to be disclosed to governmental authorities, or information that is lawfully disclosed to De Pere by a third party not subject to this Agreement. The City of De Pere shall comply with the Wisconsin Open Records Law as required by Chapter 19 of the Wisconsin Statutes. Confidential information obtained by De Pere shall not be used for the benefit of or disclosed to others, except to duly authorized persons employed or retained by GBMSD, without prior written consent and approval of GBMSD. Upon termination or expiration of this Agreement, De Pere shall return to GBMSD all written or descriptive matter (whether in paper or electronic form) that contains confidential information. The obligations imposed on De Pere by this Section 5 shall survive the termination or expiration of this Agreement and its Services for a period of three (3) years thereafter.

7. INDEMNIFICATION; INSURANCE.

Each party hereby indemnifies and holds the other harmless from and against any and all claims, actions, damages, liability, loss and expense (including reasonable attorneys' fees) suffered in connection with any loss of life, personal injury and/or damage to property arising from or out of: (i) breach of or nonperformance under this Agreement; and (ii) negligent acts or omissions or intentional misconduct. Any indemnified amount payable hereunder by either party to the other shall be net of insurance proceeds, if any, actually received by the indemnified party and pertaining to the indemnified claim. Except for the foregoing indemnification, GBMSD shall not be liable to De Pere, and De Pere shall not be liable to GBMSD for any incidental, consequential, special, exemplary, and punitive or other loss, cost, expense or damages in excess of actual

damages, and each party's liability to the other shall be limited to the aggregate amount of compensation payable by GBMSD to De Pere pursuant this Agreement.

Where De Pere requires the use of a vehicle(s) in the performance of work under this Agreement, De Pere will, at all times during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to GBMSD and/or in accord with Industry standards, for property damage, bodily injury or death. De Pere shall provide GBMSD with a declaration showing insurance liability limits prior to payment of the first invoice. De Pere has the responsibility and obligation to provide workers' compensation insurance for De Pere employees, agents and/or sub-consultants, except for "casual employees." De Pere is responsible for health, accident, catastrophic, and other insurance, none of which is the obligation of GBMSD.

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or stop the City of De Pere or its insurer to rely upon the limitations, defenses, and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the City of De Pere or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

8. PROPRIETARY RIGHTS, ASSIGNMENT.

The term "Business Ideas" means all ideas, designs, modifications, formulations, specifications, concepts, know-how, trade secrets, discoveries, inventions, data, software, developments and copyrightable works, whether or not patentable or registrable, which De Pere originates or develops, either alone or jointly with others while De Pere is engaged by GBMSD, and which are: (i) related to any business known to De Pere to be engaged in or contemplated by GBMSD; (ii) originated or developed during De Pere's performance of the Services; or (iii) originated or developed in whole or in part using materials, labor, facilities, or equipment furnished by GBMSD in connection with the Services. GBMSD will own, and De Pere hereby assigns to GBMSD and agrees to assign to GBMSD in the future, all rights in all Business Ideas that De Pere originates or develops either alone or working with others while De Pere is engaged with GBMSD. All Business Ideas that are or form the basis for copyrightable works are hereby assigned to GBMSD and/or shall be assigned to GBMSD or shall be considered "works for hire" as that term is defined by U.S. Copyright Law. Notwithstanding anything in this Agreement to the contrary, GBMSD shall not acquire any right, title, license, or interest in or to any intellectual property or proprietary or confidential information of De Pere that: (i) existed prior to the effective date of this Agreement, or (ii) is not directly created as a Business Idea hereunder as a result of GBMSD's engagement of De Pere hereunder.

9. FREEDOM TO PROVIDE SERVICES.

De Pere represents and warrants that it is under no present obligations or restrictions, nor will it assume any obligation or restrictions, that will conflict with or prevent GBMSD from engaging De Pere to perform any of the Services required by this Agreement.

10. ASSIGNMENTS, AMENDMENTS, SUCCESSION, AND WAIVERS.

Neither party may assign this Agreement or any interest herein (except that either party may assign this Agreement to any of its parent, subsidiary(ies) or affiliated entities or to a purchaser of substantially all of the assets or voting stock (or other securities)) without first obtaining the express written consent of the other party. This Agreement may not be amended or supplemented except by written agreement signed by each of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their successors and permitted assigns. No express or implied waiver, or any prior breach of or default under this Agreement, shall constitute a waiver of any subsequent breach or default hereof, and no waiver shall be implied thereby.

11. ENTIRE UNDERSTANDING.

This Agreement expresses the entire understanding between De Pere and GBMSD with respect to the subject matter hereof, including without limitation, De Pere's delivery of the Services to GBMSD.

12. INDEPENDENT MUNICIPAL AGENCIES.

Each party to this Agreement is, and shall at all times during the Term remain, an independent Municipal agency acting exclusively as an independent Municipal agency. Neither party shall be deemed or construed to be partners, joint venturers, principal and agent, employer/employee, or anything but independent Municipal Agencies. Neither party shall have the power nor authority to bind the other, except as may be expressly set forth herein. De Pere shall not be entitled to participate in any employee benefit or welfare plan maintained from time to time by GBMSD for its employees

13. INTERPRETATION; GOVERNING LAWS.

This Agreement and any other documents made part of this Agreement shall be read together and harmonized to the greatest extent reasonably possible; provided, however, any direct conflict between the terms and conditions of this Agreement and the attached documents shall be resolved in favor of this Agreement. This Agreement shall be subject to such further written agreements, executed by the undersigned parties, as may be made during the Term of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. De Pere shall comply with all federal, state, and local statutes, rules and ordinances related to De Pere's performance of the work.

14. NOTICES.

Notice to either party shall be deemed to have been given when delivered to it in person, by fax, by e-mail, or if mailed by registered or certified mail on the third day after deposited in the mail and if delivered by delivery service with proof of delivery, on the date received provided the notice is sent to the address or fax number shown above, or at such other address or fax number as De Pere instead may from time to time designate in writing by notice to GBMSD in the same manner as herein set forth. Notice to De Pere shall be similarly delivered to City of De Pere, City Forester, Forestry Department, 925 S Sixth St, De Pere, WI 54115, Attention: Don Melichar. Notice to

Agreement #23014001

GBMSD shall be similarly delivered to GBMSD, at GBMSD's principal place of business at 2231 North Quincy Street, Green Bay, Wisconsin 54302, Attention: Angela Kowalzek.

15. DISPUTE RESOLUTION; MEDIATION; and then LITIGATION.

Any dispute relating to this Agreement or arising from or out of the Services shall be submitted by the parties to mediation conducted before a single mediator (to be selected by mutual agreement of the parties, or in the absence of agreement, by the American Arbitration Association); provided, however, that the mediation shall be: (i) conducted on an expedited basis with a mediation within sixty (60) days following final identification of the mediator to which the matter is submitted; and (ii) the situs of the mediation shall be Green Bay, Wisconsin. Each party shall bear its own costs and expenses incurred in any mediation held hereunder. If the parties remain unsuccessful in resolving the dispute, each party may pursue other available legal remedies.

Any dispute, after such dispute is submitted to mediation, relating to this Agreement or arising from or out of the Services, may be brought forth in Brown County Court for the State of Wisconsin and/or if applicable, in Federal District Court in Brown County, Wisconsin.

Agreement #23014001

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement effective as of the date first set forth above.

**GREEN BAY METROPOLITAN
SEWERAGE DISTRICT**

By: _____
Thomas W. Sigmund, P.E.
Its: Executive Director

CITY OF DE PERE

By: _____
James G. Boyd
Its: Mayor

By: _____
Carey E. Danen
Its: City Clerk

Attachment: Exhibit 1: Scope of Engagement

This agreement is a subaward made under the Federal Financial Assistance Award 23-DG-11094200-240 between Green Bay Metropolitan Sewerage District (GBMSD) and the USDA, Forest Service, Region 9, State and Private Forestry in the amount of \$294,326, (using a de minimis indirect cost rate) under Great Lakes Restoration Initiative funding, CFDA 10.664 – Cooperative Forestry Assistance. The award was signed September 18, 2023 with a performance period from September 18, 2023 to August 16, 2026. Awarding official contact information: Hannah Milos, U.S. Forest Service, 1992 Folwell Ave, Saint Paul MN 55108, 510-593-1270, hannah.milos@usda.gov.

Exhibit 1 Scope of Engagement

The agreement is in effect through August 1, 2026 and may be extended and modified by mutual agreement by GBMSD and De Pere.

GBMSD will work with the WI Department of Natural Resources, Brown County, the cities of Green Bay and De Pere, the villages of Allouez, Bellevue, Howard, Hobart, and Pulaski, and the Town of Ledgeview to plant 1,860 1-2" caliper trees in the Lower Fox River watershed, a GLRI priority watershed with direct drainage to Green Bay/Lake Michigan. Trees will be planted along streets, in parks, and in agricultural riparian and floodplain areas. This project will result in 372,000 gallons of storm water runoff avoided annually, increased urban tree canopy, and reforestation of riparian corridors.

Each municipality and Brown County shall:

- Assist in preparing a Planting and Maintenance Plan for the overall project, reach consensus on contents and implementation, and agree to its adherence. The planting plan shall emphasize species diversity, the use of native trees, and the use of pollinator-friendly native trees, and will consider the impact of climate change on species range when selecting species to plant.
- Plant trees funded by the grant in each own jurisdiction (as agreed upon at grant application, and as specified on page 1, section 1 of this agreement).
- Protect the planted trees during establishment and maintain them following best practices identified in the Guidance for Landscape Tree Planting (USDA, 2019), the American Standard for Nursery Stock (ANSI Z60.1), the American Standards for Pruning and Transplanting (ANSI A300 Part 1 and Part 6), and the International Society of Arboriculture Best Management Practices for Tree Planting.
- Follow the Tree Maintenance Plan developed during grant application (see attached **Exhibit 2: Tree Maintenance Plan**)
- Ensure project signs are posted at planting sites and all outreach materials and media contracts regarding this project provide project information and purpose, GLRI reference, and logos for NEW Water (GBMSD), USFS, and GLRI.
- Submit to GBMSD appropriate documentation of tree planting and maintenance efforts on at least a yearly basis during the Agreement Term to include number of trees planted, location (lat/long or GPS coordinates), species, size, and date planted.



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Eastern Region

TREE PLANTING AND MAINTENANCE PLAN TEMPLATE FOR NEWLY PLANTED TREES

USDA Forest Service Great Lake Restoration Initiative Grants

Organizations that plant trees through a U.S. Department of Agriculture, Forest Service Great Lakes Restoration Initiative grant agree to maintain newly planted trees and other vegetation for a reasonable life span, with particular emphasis on the initial 3-year establishment period. Maintenance work may be done by the applicant or partners. This document is a template for summarizing the planting plan and developing a maintenance plan. Use planting and maintenance standards generally accepted by the industry; they can be found in resources such as the [Guidance for Preparing Proposals for Landscape Tree Planting](#) and references cited in that guidance.

Planting Location Name (City, Town, Watershed, etc.): City of De Pere

Grantee: NEW Water

Maintenance Contact: Don Melichar

Email: dmelichar@mail.de-pere.org

Year(s)/Season(s) of Planting: 2023-2024/Spring and Fall

Trees/# Shrubs to be Planted: 250

Type(s) of Plant Stock (e.g., B & B, container, bareroot): Bareroot

Size (average caliper; include details in table on last page): 1-2"

Describe how activities below will be completed. If an activity is not applicable, briefly explain.

1. Tree Planting and Maintenance Personnel

- a. Identify the parties responsible for tree planting and maintenance during the grant period as well as long-term maintenance beyond the life of the grant. Describe the roles of each party.

The City of De Pere Forestry Dept. will be responsible for short and long term maintenance of the planted trees. If trees are planted in the terraces of the City the watering will be the responsibility of the homeowner, but all others will be done by the City.

- b. Describe the experience level of tree planting and maintenance personnel. If volunteers, homeowners, or inexperienced staff will be utilized, they should receive basic training and literature on proper maintenance techniques. Is training needed, and how will you provide it?

N/A. All city forestry staff are experienced urban forestry workers.

- c. When trees are planted on private property, the property owner should sign an agreement to confirm they will maintain and protect the trees and provide access to the organization responsible for planting and maintenance. If applicable, what steps have you taken to ensure maintenance of private property?

No plantings on private property.

- d. How will you periodically confirm tree maintenance work is performed correctly?

Staff will inspect the trees as maintenance activities are performed.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering, and the source of the water at the planting locations (or how it will be delivered). For the first year, trees should be watered from planting date through September on a weekly basis. Watering may be reduced the 2nd and 3rd years, depending on rainfall and site conditions.

The trees will be watered by City staff on an as needed basis. This may be 2 times a week in very dry periods or a once a week or possibly two if rainy, wet weather persists. We will water them with City vehicles that contain a large water tank that is filled at our office

3. Mulching Trees

Describe how mulch and/or other ground treatments will be used to reduce competing vegetation and improve tree health. Identify quality control measures that will maintain proper mulch depth (2-4" for landscape trees) and keep mulch 1-2" away from the base of the tree trunk.

Trees will be mulched with city ground wood mulch and replenished as needed. The mulch will be 2-4 inches deep with an approximate 3-5 foot ring around it.

4. Staking and Guying Trees

If staking is deemed necessary due to mowing, vandalism, or wind conditions, describe the staking and guying method and materials to be used. Also describe plans (timing and responsible party) for inspection and removal.

Most bare root trees require at least one year of staking. We will return after a year and determine if they can be removed or if additional time is needed. If it is needed we will document and return in 6 months to remove.

5. Checking Tree Health

The grantee will check trees regularly (at minimum every 6-12 months) to identify and address tree health concerns. Indicate who will be inspecting the trees, frequency, the tree inspection process, and what follow-up will occur.

Our Forestry staff will return to any trees in the parks within the timeframe. Any trees planted in the terrace will be monitored by the property owner who will contact the City for advice. Forestry staff will also inspect the trees after 1 year and additionally if concerns are noted.

6. Tree Protection

Young trees may be easily damaged by human activity, animals, equipment, or competition from weeds and invasive plants. Describe how planted trees will be protected.

Tree guards will provided during the winter on all park trees. We also include instruction on proper care of the trees to homeowners when we plant.

7. Pruning

Newly planted trees should need little pruning if they were properly cared for at the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and structural pruning can be done if needed. Describe how any needed pruning will be done.

All trees will be inspected at least once per year and any pruning that needs to be done will be documented and followed up on. Only proper methods of pruning are used by our trained staff.

8. Tree Warranty

Trees planted under contract should include a warranty for replacement (due to poor condition or mortality), unless otherwise stated in the grant narrative. Describe your expected warranty conditions.

Since we buy trees from wholesale nurseries a warranty is typically not given. If a tree fails or appears to be failing we go back and replace those trees in subsequent seasons/years.

9. Tree Replacement

The grantee should be prepared to fully replace all trees that are in poor condition or die prior to the end of the project grant agreement, unless loss is due to natural disaster beyond the control of the project manager or is allowed for in the grant narrative. Describe tree replacement plans.

The City of De Pere will ensure replacement of dead trees prior to the end of the project grant agreement.

10. Planting Summary

Provide a summary of planned tree plantings for the proposed project in the table below. Add lines as needed to capture groupings of trees with similar attributes (e.g. species, size). This summary is not a substitute for a detailed planting plan developed by a qualified professional. The planting summary may be adjusted during project development, but diversity in the summary should be roughly representative of the final planting. Note that projects must avoid installing any state-listed invasive species, including invasives listed as “restricted”, “pending further review”, “non-restricted”, on a watch list, etc.

Location	Species	Size (caliper, in inches, preferred)	Number Planted
Voyageur Park	*See below list	1.5 – 2.0"	54
Legion Park	*See below list	1.5 – 2.0"	56
Southwest Park	*See below list	1.5 – 2.0"	56
Wilcox Park	*See below list	1.5 – 2.0"	56
ROW/street trees	*See below list	1.5 – 2.0"	28

*Tree species planted will include a mix of Hackberry, Kentucky coffeetree, Tulip tree, Iron wood, Turkish Filbert, Skyline Honeylocust, Greenspire Linden, Triumph Elm, Ivory Silk Japanese Tree Lilac. Exempting those listed on the [Wisconsin DNR regulated and non-regulated list](#).

USDA is an equal opportunity provider, employer, and lender.

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar, Park Superintendent/City Forester
Date: November 8, 2023

RE: **NEW Water - De Pere Sub-Award Grant to Plant Trees in the City of De Pere**

Staff are seeking the Park Board's approval to move forward with a grant agreement between NEW Water/GBMSD (Green Bay Metropolitan Sewerage District) and the City of De Pere. This grant agreement allows NEW Water to provide the City with 250 1"-2" dbh (diameter at breast height) trees to be planted in the City from December 1, 2023 through August 1, 2026.

If you have any further questions or comments, please feel free to contact me.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 5, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #23-130 Authorizing Master Service Agreement and Statement of Work Addendum Between the City of De Pere and CivicPlus LLC.

The Board of Park Commissioners, at the November 16, 2023 meeting, approved changing the recreational management software to CivicPlus. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- Reso23-130 (PDF)
- CivicPlus Recreation Management Agreement MSA Addendum_Council (PDF)
- CivicPlus Rec Mgmt Agreement 11.23(DOCX)

RESOLUTION #23-130

AUTHORIZING MASTER SERVICE AGREEMENT AND STATEMENT OF WORK ADDENDUM
BETWEEN THE CITY OF DE PERE AND CIVICPLUS, LLC

WHEREAS, in an effort to increase efficiency for city staff, as well as for ease of use by citizen customers utilizing City's recreation software systems, and control rising costs, staff is recommending transitioning to an all-inclusive software solution for recreation management services; and

WHEREAS, after review of various platforms, CivicPlus, LLC (City's current provider for social media archiving, Municode, SeamlessDocs and SeeClickFix) is able to provide recreation management software that will provide expanded services to the City, while also providing a significant annual cost savings, pursuant to the terms and conditions of the Master Service Agreement and Addendum attached hereto; 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 Master Service Agreement and Statement of Work Addendum Between the City of De Pere and CivicPlus, 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 5th day of December,

2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 11/16/2023


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work

Q-56067-1

10/26/2023 11:37 AM

12/22/2023

Client:

De Pere WI - CivicRec

Bill To:

De Pere WI - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Brackett		andrew.brackett@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	One-time
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicRec Pay - Forte	CivicRec Pay - Forte	
1.00	CivicRec Pay Annual Fee - Forte	CivicRec Pay Annual maintenance and support fee	Renewable
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time
1.00	CivicRec Lighting Integration	CivicRec can schedule lighting at ball fields that are controlled by Skylogix or Musco lighting systems.	One-time
1.00	CivicRec GIS Integration	GIS Integration - Integrate with GIS software to continually provide updated address information into the new system. ArcGIS from ESRI is only option. We do not support other GIS options.	One-time

List Price - Year 1 Total	USD 28,181.99
Total Investment - Initial Term	USD 18,995.72

Annual Recurring Services - Year 2	USD 10,248.50
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Initial Term & Renewal Date	Beginning at signing and ending on 12/31/2024. Renewal Date of January 1 of each calendar year.
Initial Term Invoice Schedule	50% invoiced on January 1, 2024. 50% invoiced 6 months from signing or at implementation completion, if earlier.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on Renewal Date
Annual Uplift	3% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

At any time prior to December 6, 2023, Customer may exercise the option to terminate this Agreement by providing written notice to CivicPlus. Upon Customer exercising such early termination option, CivicPlus shall cease the performance of all services, the obligations of both parties shall cease, and the Agreement shall be considered fully terminated.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



Master Service Agreement and Statement of Work Addendum

THIS Master Services Agreement and Statement of Work Addendum (“Addendum”) hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff>, and/or Statement of Work (“Agreements”) and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the “Special Terms”), as described below, as agreed upon by CivicPlus and De Pere, WI. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

49. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the exclusive jurisdiction for any disputes arising out of or related to this Agreement shall be the state and federal courts located within Brown County, Wisconsin, without regard to its conflicts of law principles

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA §1	This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW at any time for any reason upon 60 days written notice to the other party, or as set forth in such SOW, or at its discretion effective immediately upon written notice to the other Party if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.
MSA §32	CivicPlus’ liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
MSA § 40	The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus’s income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) business days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.
MSA §48	This section intentionally omitted.

**Addendum to the Agreements by and between CivicPlus, LLC and De Pere, WI****Acceptance**

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Client**CivicPlus**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

CITY OF DE PERE

Community Center | Recreation Department

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



TO: Board of Park Commissioners

FROM: Paula Rahn, Recreation Superintendent
Chelsea Moberg, Recreation Supervisor

DATE: November 1, 2023

RE: Approval of CivicPlus Recreation Management Software

Staff are seeking Board of Park Commissioners approval in the transition from existing recreation software systems to CivicPlus Recreation Management Software. This transition will reduce overall annual software system fees, increase ease of use by customers, and reduce redundant staff tasks through system integrations.

Over the years, our registration software company, ActiveNet, has increased their costs significantly, with a new increase just this past July, which will put us on track to pay over \$35,000 this year in transaction fees. The software has proven to be cumbersome and does not provide an all-inclusive solution for our department's needs. For a long time, we have not had a dedicated rep as ActiveNet suffered a lot of turnovers. We have experienced a variety of billing issues and it's very hard to receive timely support from customer service. Thus, staff has researched alternative integrated, web-based and fully hosted recreation management software companies and is recommending entering into an agreement with CivicPlus Recreation Management. Key benefits include:

- CivicPlus encompasses all recreation management software under one platform – activity registrations, reservations, memberships, payment plans, POS, league scheduling/standings/registrations, email/SMS messaging, ticketing, surveys, and volunteer management with room for growth.
- Provides complete hosting and maintenance of our data on CivicPlus' secure servers.
- By consolidating services with one company, the City will incur significant cost savings.
- Third party credit card gateway processor recommended is Forte, which the City is already utilizing. Reducing current card fees from up to 7.38% to 2.8% per transaction.
- Credit card service fee would be passed on to the customer.
- City is currently using other platforms with CivicPlus – Social Media Archiving, Municode, C-Click Fix (citizen request management tool) and Seamless Docs so the master services agreement is the same and may receive better rates.
- Staff have collaborated with affected internal departments (Finance, IT) and have their support.
- Currently we are paying for separate services which do not integrate: RecDesk POS, QuickScores, ActiveNet Registrations, Survey Monkey, and future Activity Messenger. We are utilizing Microsoft Access for reservations, which is extremely basic, requires paper contracts and no online capability. One platform will not only save staff time in multiple ways but also provide more robust, easy-of-use tools for our customers, instructors, and coaches.
- This transition will expand our services to provide online reservations, integrated master calendar scheduling, exportation of activities to personal calendars, league management to

include scores & schedules, parent/player portal, coaches' portal, unlimited SMS texting notifications, intuitive email communications, surveys for activity or facility rentals, volunteer management, ticketing capability, activity brochure interface and social media tools for marketing. Also includes Musco Lighting integration and GIS integration. Optional add-ons include Document Management and AudioEye Enterprise for ADA accessibility.

Cost Comparison

Please note that there are no additional anticipated costs incurred to implement in 2024.

2024 Cost		2025+ Cost	
Current Systems ActiveNet \$32,000 RecDesk \$6,800 Quick Scores \$700 Survey Monkey \$380 Activity Messenger \$600	Implementing Civic Plus Annual \$10,249 Implementation \$8,748 Hardware \$4,400 Systems Overlap \$7,700	(Without Change) Current Systems ActiveNet \$32,000 RecDesk \$6,800 Quick Scores \$700 Survey Monkey \$380 Activity Messenger \$600	Annual Civic Plus Annual \$10,249 +3% uplift
Total \$40,480	Total \$31,097	Total \$40,480	Total \$10,249
Expected 2024 Savings \$9,383		Expected 2025+ Annual Savings \$30,231	

For ease of comparison, see chart depicting our current services vs. CivicPlus Rec Management.

Services	Current Systems	CivicPlus
Activity Registration	ActiveNet & Manual	Included
- Online registration	Partially available	Included
- Automated participant communications & surveys	Not available	Included
Event / Ticket Sales	Manual	Included
Facility Reservation	Manual	Included
- Online booking options	Not available	Included
- Automated integration with program schedules	Not available	Included
- Automated renter communications & surveys	Not available	Included
- Musco Lighting Integration	Manual	Included
League Registration & Management	Manual & Quick Scores	Included
- Scheduling & Standings	Quick Scores	Included
- Online team & player registration	Not available	Included
Mass Communication (SMS / Email)	ActiveNet, Quick Scores, Manual, social media	Included
Membership Management	ActiveNet	Included
Point of Sale	RecDesk & Manual	Included
Digital Waiver Management	ActiveNet, Quick Scores, & Manual	Included
Survey Management	SurveyMonkey	Included
Volunteer Management	Manual	Included
Ongoing Customer Support	ActiveNet has no consistently available support at any time of day.	Included 7 am – 7 pm weekday support + 24/7 emergency calls
GIS Residency Automatic Integration	Unavailable	Included



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Resolution #23-131 Authorizing Memorandum of Understanding with the Wisconsin Elections Commission regarding the Badger Book electronic poll book software.

ATTACHMENTS:

- Reso23-131 (PDF)
- Badger Book_MOU Final V1.0 (PDF)
- Badger Book MOU memo (PDF)

RESOLUTION #23-131

AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH THE
WISCONSIN ELECTIONS COMMISSION REGARDING
THE BADGER BOOK ELECTRONIC POLL BOOK SOFTWARE

WHEREAS, pursuant to Resolution #20-07, the Common Council approved the purchase of electronic poll books to increase efficiency in the election process; and

WHEREAS, the Wisconsin Elections Commission (WEC) has advised that continued use of the “Badger Book,” electronic poll book software that is specific to Wisconsin elections practices and statutes, will require Wisconsin municipalities to execute a Memorandum of Understanding (MOU); and

WHEREAS, the software license is provided to municipal users through the Wisconsin Elections Commission free of charge in exchange for compliance with the MOU, pursuant to the terms and conditions contained therein.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Memorandum of Understanding by and Between the City of De Pere and Wisconsin Elections Commission, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of December, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



Memorandum of Understanding

By and Between

(Badger Book User, Name of Municipality, County)

And

Wisconsin Elections Commission

This Memorandum of Understanding (hereinafter referred to as the "MOU") is effective as of the last date of signature affixed hereto, and is entered into by and between the Badger Book User (City)(Village)(Town) of _____ in _____ County, Wisconsin, Administrator/Chair _____ ("Municipal User"), Address _____, and the Wisconsin Elections Commission ("Commission"), 201 West Washington Avenue, Madison, WI 53703 for the purpose of detailing the parties' obligations pertaining to the Badger Books electronic poll book and associated software.

Whereas, the Wisconsin Elections Commission authorized the development of an electronic poll book system in 2017 to be used in polling places in the state on election day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes. The Badger Book is the only electronic poll book software created with, and given the necessary permissions to have, direct integration to WisVote, the statewide election management and voter registration system.

Whereas, the Badger Book will only be supported and allowable on a limited set of hardware selected by the Commission, which is defined as Approved Hardware herein.

Whereas, Municipal User seeks to participate in the Badger Book program and utilize the electronic poll book software created by the Commission.

Therefore, the parties hereby resolve and agree they will mutually comply with the following terms of this MOU.

I. **Scope**

- A. **Badger Book Software:** The Badger Book is primarily used by Municipal Users to check in voters, process absentee ballots, and register voters on election day. The Badger Book, and associated operating system, drivers, and other components, is used to maintain the voter number and count independent of poll worker input. Each process was chosen and designed based on feedback provided by clerks and poll workers from across the state, and the Commission welcomes continued feedback from the Municipal User. After election day, a data file generated from the Badger Book is used to upload election participation and Election Day Registration information into the Commission's WisVote system. Regardless, each party to this MOU retains the independent custodial and recordkeeping responsibilities required under Wis. Stat. Chapter 19, and other provisions of law. The software utilized to operate the Badger Book will only be that approved by the Commission for use, as conveyed to the Municipal user ("Approved Software"). The sunseting, movement to an updated version, or prohibition of use, of current Approved Software will be ordered within the sole discretion of the Commission.
- B. **Badger Book Hardware:** One Badger Book station includes the main terminal computer with a touch screen for electronic signature capture, a wireless mouse, a wireless keyboard, a barcode scanner, a case of thermal printer paper, and a printer that can either be integrated into the terminal base column or as a stand-alone printer. Additionally, a router and a specific USB flash drive (a/k/a memory stick) must be purchased by Municipal User for each polling place. The router facilitates secure communication locally between the Badger Book machines. The USB drive is used to transfer data from an internet-connected computer to the Badger Book server machine, and this is the only method that may be employed by Municipal User to transfer this critical information.
 - i. The Badger Book is currently supported on the HP ElitePOS 141 Point of Sale retail terminal, and this is the only Commission-approved hardware for use with Badger Book software.
 - ii. Additional hardware may be approved by the Commission at a future date. This MOU will not be nullified or otherwise invalidated by a Municipal User's purchase or use of new Badger Book hardware configurations approved by an affirmative vote of the Commission or otherwise authorized by Commission staff through formal, written notification to Municipal Users or public postings directed to elections officials ("Approved Hardware").
 - iii. The sunseting, or prohibition of use, of current Approved Hardware will be ordered within the sole discretion of the Commission. The Commission will use best efforts to plan, notify, and otherwise give advance notice to Municipal Users that a sunseting of currently Approved Hardware is upcoming, so that Municipal Users will have time to prepare and budget for any required changes. The sunseting or de-authorization of use for an Approved Hardware component/package will include, at a minimum, a loss of support for that hardware by the Commission or a future authorized support provider. The Commission may designate, in its exclusive discretion, a deadline at which the continued use of certain

hardware may result in a loss of license to use the Badger Book software (*e.g.*, hardware poses a significant security risk, a sunseting timeline has passed, etc.).

- iv. Use of hardware with the Badger Book software, other than Approved Hardware, is prohibited. Use of unapproved hardware with the Badger Book may result in the Commission immediately or subsequently revoking Municipal User's license to the software. The Badger Book hardware should not be used with any non-Commission authorized software, applications, internet connected activities, or purposes not associated with the administration of elections.

II. **Badger Book Software License**

- A. Badger Book is an on-premise software solution, which may be downloaded onto the Approved Hardware with the permission of the Commission staff, only after agreement to the terms provided within this MOU. Existing Municipal Users may be asked to retroactively agree to the terms of this MOU, and continued use is contingent upon such execution of these required terms.
- B. The Commission grants to Municipal User, solely for the uses authorized herein, a nontransferable, nonexclusive, terminable, limited license to the Badger Book software. Municipal User shall prevent unauthorized access to the Badger Book software and municipal hardware. The Commission requires installation of antivirus and antispyware software on the Approved Hardware and other internet-connected hardware used for uploading the extracted data into WisVote.
- C. The Badger Book software is licensed not sold to Municipal User. The Commission retains all rights, title, interest, and ownership over the software, as well as audit access to the Badger Book and licensed software therein.

III. **Badger Book License Use Provisions**

- A. Municipal User shall not, and shall not permit any third-party to: i) reverse engineer, decompile, or disassemble the Badger Book software; ii) attempt in any other manner to obtain the source code; iii) create derivative works of, or make modifications to the Badger Book software; iv) grant use of the Badger Book to any user not approved by the Commission as detailed herein; v) otherwise grant unauthorized access or visibility to ancillary systems such as WisVote and its protected data and information; vi) use the Approved Hardware or Badger Book software shall only be in accordance with the intended purpose and no other systems or solutions shall be placed on or utilized on the hardware.
- B. While some Approved Hardware may be enabled to have router connectivity, Municipal User shall only use that connectivity to allow the Approved Hardware (*i.e.*, Badger Books) to connect securely to each other within the polling place.
At no time should Approved Hardware ever be connected to the internet or any other network outside the polling place. Municipal User may wish to disable or otherwise block such functionality as it pertains to internet or outside connectivity. Unauthorized connection of the Municipal User's Approved Hardware may result in loss of the user's license, or removal from the Badger Book program by the Commission.

IV. **Software and Approved Hardware Delivery/Implementation/Use**

- A. Municipal User will purchase Approved Hardware through the Commission-authorized vendors. The vendor has been granted authority to download the

Badger Book software onto the purchased units. Municipal User is responsible for attending baseline, introductory training prior to the first election cycle for which the Approved Hardware will be used.

V. Allowance of Use and Program Requirements

- A. The Badger Book software license is provided to Municipal User free of charge. The only requirement for implementation and continued use is Municipal User compliance with the terms of this MOU. The joint obligations of the parties to this MOU include:
- B. Commission Requirements
 - i. Provide continued and free access to the Badger Book software.
 - ii. Provide reasonable, free software support, maintenance, and troubleshooting. This will include upgraded support and response times within one week of an election, and in the two days following an election, contingent upon Municipal User's continued compliance with the Commission's software update schedule.
 - iii. Provide reasonable hardware troubleshooting support.
 - iv. Continue to seek third-party software/hardware support for Municipal Users, that can be purchased by the user off of a competitively-procured state contract.
 - v. Provide baseline, train-the-trainer user training on the Badger Book, at no expense, to the authorized staff of the Municipal User. This may be initially conducted by Commission staff, or another trainer authorized by the Commission.
- C. Municipal User Requirements
 - i. Municipal Clerk and Deputy Clerk must remain certified and maintain required training hours every two years. Wis. Stat. § 7.15(1m) and Wis. Admin. Code EL 12.03(2).
 - ii. Authorized staff of the Municipal User, including but not limited to Municipal Clerk and/or designee, agree to attend introductory training provided by Commission staff or another trainer authorized by the Commission and provide such training to municipal election inspectors.
 - iii. An accurate user count of authorized municipal Badger Book users must be maintained, and that list shall be provided to the Commission upon request.
 - iv. Notification shall be given to the Commission each time new or additional Approved Hardware is purchased.
 - v. Municipal User must implement each required software update on all Badger Books in their possession, as required by the Commission, and on the schedule provided by the Commission. Non-compliance may result in revocation of the software license or removal from the program.
 - vi. All support requests to the Commission must be routed only through the Commission Helpdesk at Email: elections@wisconsin.gov or Phone: (608) 261-2028.
 - vii. The Badger Book shall be used, and elections must be conducted, in accordance with Wisconsin Statutes Chapters 5-10 and 12, as well as other applicable statutes, laws, and requirements placed on local

elections officials and Municipal Users. Paper pollbook copies should be prepared and maintained as a backup to the Badger Book.

- viii. If Municipal User is not a WisVote user ("Relier") and is part of an agreement with another jurisdiction to provide WisVote election system services, the provider ("WisVote Provider") must be a cosigner on this agreement. WisVote Providers are generally employees of the county in which the Relier is situated, but in some instances may be employees of another municipality.
- ix. Municipal User shall immediately report all suspected and actual Badger Book/software security breaches, improper system access, and noncompliance with this MOU to the Commission.

VI. Terms and Conditions of Badger Book Software License/Use

- A. Term: The term of this MOU, and the associated software license, are perpetual. Use and licensing of the software may be revoked by the Commission at any time for non-compliance with the terms of this MOU by the Municipal User. Revocation of a Municipal User's software license for reasons other than noncompliance requires ninety (90) days advance notice by the Commission. Municipal Users may withdraw from the Badger Book program at any time, but the Commission requests as much advance notice of potential or actual termination of program participation as possible. The Commission retains the right to require any reasonable withdrawal or return requirements associated with program participation and software usage.
- B. Representations: Each party to this MOU has and will provide accurate, current, and complete information. The signatories of this agreement are duly authorized to bind the parties to the terms stated herein. The Commission will use best efforts to create software updates to address functionality and security, and the Municipal User must implement such updates. Neither party will use or develop the software to infringe upon the intellectual property rights of third parties.
- C. Warranties: The Commission warrants that the Badger Book software will reasonably perform in accordance with program requirements and the purposes stated herein. Municipal User will only use the Badger Book software as authorized herein or as appropriate under the law. The Commission makes no warranty as to the performance or replacement of the Approved Hardware. Municipal User's sole recourse for hardware non-performance will be the manufacturer's warranty and similar guarantees. ALL OTHER WARRANTIES NOT DETAILED IN THIS MOU ARE DISCLAIMED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. Indemnification: The parties to this MOU will indemnify each other to the extent allowable under Wisconsin law.
- E. Confidentiality: The Badger Book software, Approved Hardware, associated documentation, WisVote system, login credentials, and data within those systems are confidential under state and federal law, and to the extent they are not, are required to be kept confidential under the terms of this MOU. Municipal User shall maintain the confidentiality of each and all of those items to the greatest

extent allowable by law. Industry best practices shall be employed when creating and maintaining passwords (*e.g.*, unique/lengthy/complicated passwords, updating of passwords, etc.). Furthermore, both parties shall maintain the confidentiality of any other information or data which the other party designates or which a party knows or has reason to believe is proprietary or protected, in at least the same manner as the party maintains the confidentiality of its own information ("Confidential Information"). Each party may use Confidential Information only as permitted hereunder. Neither party shall disclose or provide any Confidential Information to any third-party and shall take necessary measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants including by completing appropriate individual nondisclosure agreements.

- F. Amendment: Any term changes, amendments, or addenda to this MOU must be in writing, executed by both parties. Changes to the program, Badger Book software, or Approved Hardware may require an addendum, new MOU, or the formal attachment of items such as a technical specifications or security-based document.

IN WITNESS WHEREOF, the parties have executed this MOU on the date shown below.
The signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

BADGER BOOK USER

WISCONSIN ELECTIONS COMMISSION

Signed Date

Signed Date

Printed name

Printed Name

Municipality Name

County Name

WisVote Relier ☐

If yes, WisVote Provider must sign below:

WISVOTE PROVIDER

Signed Date

Printed name

WisVote Provider Name (County)

CITY OF DE PERE MEMO



To: Honorable Mayor James Boyd
Members of the Common Council
From: Carey Danen, Clerk
Date: December 5, 2023 (meeting date)

RE: **Memorandum of Understanding for participation in the Wisconsin Election Commission's
Badger Book program**

The City of De Pere implemented electronic poll books (Badger Books) in 2022. The Wisconsin Election Commission (WEC) is requiring all Badger Book municipalities to sign the attached Memorandum of Understanding in order to utilize the software program for upcoming elections. This agreement outlines the terms and conditions of the Badger Book program, and identifies the roles and responsibilities of both parties. It also describes the resources and support that WEC will provide.

Please contact me in advance of the meeting if you have any questions.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Appointment to the Historic Preservation Commission by Mayor Boyd.

ATTACHMENTS:

- Appointment Memo_Dec 2023 (PDF)

Memo

City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointment to the Historic Preservation Commission
Date: December 5, 2023 (meeting date)

I am submitting the following name for appointment at the December 5, 2023 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

Mark Reinhart

Mark was born in De Pere and has lived on Eau Claire Place in De Pere for the last 27 years. His grandfather purchased the Otto Gretzinger house at 922 N. Broadway in 1919 and lived there until his death in 1947, at which time Mark's father purchased the residence. Mark lived in that house for six years as a child, from 1947 to 1953, attending Irwin School and St. Mary's School. He is presently serving as Secretary, Board of Directors, of the De Pere Historical Society; he's been a member of the board from 2000 through 2009, and again from 2012 to present. In addition, Mark also held positions of President and Treasurer. Both his parents graduated from De Pere High School. His grandfather, George Reinhart, and uncle, Ed Reinhart, owned and operated the Reinhart Shoe Store at 106 S. Broadway for 77 years, from 1908 to 1985.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 12-5-23 VOUCHERS (PDF)

12/01/2023 8:02 AM

A/P HISTORY CHECK REPORT

PAGE: 1

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 11/22/2023 THRU 12/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0016	ASSOCIATED BANK							
I-T1 202311284646	FEDERAL WITHHOLDING	D	12/01/2023	86,324.62		000810		
I-T3 202311284646	FICA TAXES	D	12/01/2023	51,492.04		000810		
I-T4 202311284646	MEDICARE TAXES	D	12/01/2023	19,373.78		000810		157,190.44
5133	EMPOWER RETIREMENT (GREAT WEST							
I-121202311284646	Employee Contributions	D	12/01/2023	7,023.00		000811		
I-122202311284646	Employee Contributions	D	12/01/2023	1,815.34		000811		
I-150202311284646	Employee Roth Contributions	D	12/01/2023	1,725.00		000811		
I-152202311284646	Employee Roth Contributions	D	12/01/2023	1,091.08		000811		11,654.42
0483	NATIONWIDE RETIREMENT SOLUTION							
I-104202311284646	EMPLOYEE CONTRIBUTIONS	D	12/01/2023	5,120.00		000812		
I-151202311284646	Employee Roth Contributions	D	12/01/2023	1,616.00		000812		6,736.00
4043	WI DEPARTMENT OF REVENUE							
I-T2 202311284646	STATE WITHHOLDING	D	12/01/2023	29,630.95		000813		29,630.95
0596	WI SCTF							
I-201202311284646	CHILD SUPPORT/CITY OF DE PERE	D	12/01/2023	1,336.92		000814		1,336.92
8828	EMC INSURANCE COMPANIES							
I-7001231048	EMC INSURANCE COMPANIES	D	11/29/2023	178,279.00		000815		178,279.00
5650	ELAN FINANCIAL SERVICES							
I-202311304667	ELAN FINANCIAL SERVICES	D	12/04/2023	31,309.65		000816		31,309.65
2050	ASSOCIATED TRUST COMPANY							
I-24807	ASSOCIATED TRUST COMPANY	R	11/29/2023	475.00		104431		
I-24808	ASSOCIATED TRUST COMPANY	R	11/29/2023	475.00		104431		
I-24809	ASSOCIATED TRUST COMPANY	R	11/29/2023	475.00		104431		
I-24810	ASSOCIATED TRUST COMPANY	R	11/29/2023	475.00		104431		
I-24811	ASSOCIATED TRUST COMPANY	R	11/29/2023	475.00		104431		
I-24812	ASSOCIATED TRUST COMPANY	R	11/29/2023	475.00		104431		
I-24813	ASSOCIATED TRUST COMPANY	R	11/29/2023	475.00		104431		
I-24814	ASSOCIATED TRUST COMPANY	R	11/29/2023	475.00		104431		
I-24815	ASSOCIATED TRUST COMPANY	R	11/29/2023	475.00		104431		
I-24850	ASSOCIATED TRUST COMPANY	R	11/29/2023	475.00		104431		4,750.00
5405	AT&T MOBILITY							
I-287295825340111523	AT&T MOBILITY	R	11/29/2023	1,040.35		104432		1,040.35
0011	AT&T WISCONSIN							
I-202311284647	AT&T WISCONSIN	R	11/29/2023	47.25		104433		47.25

12/01/2023 8:02 AM

A/P HISTORY CHECK REPORT

PAGE: 2

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 11/22/2023 THRU 12/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6814	JAMES BOYD							
I-202311284648	JAMES BOYD	R	11/29/2023	40.00		104434		40.00
9071	EAGLE ENVIRONMENTAL TESTING LL							
I-3337 B	EAGLE ENVIRONMENTAL TESTING LL	R	11/29/2023	465.00		104435		465.00
0187	NSIGHT TELSERVICES							
I-202311284649	NSIGHT TELSERVICES	R	11/29/2023	679.81		104436		679.81
7744	REGISTRATION FEE TRUST							
I-202311284652	REGISTRATION FEE TRUST	R	11/29/2023	169.50		104437		169.50
9100	EMANUEL TASH							
I-202311284650	EMANUEL TASH	R	11/29/2023	861.00		104438		861.00
7246	MICHAEL VANDENBUSH							
I-202311284651	MICHAEL VANDENBUSH	R	11/29/2023	260.24		104439		260.24
0298	WI PUBLIC SERVICE							
I-202311294654	WI PUBLIC SERVICE	R	11/29/2023	4,997.87		104440		4,997.87
1547	JADE WITT							
I-202311284653	JADE WITT	R	11/29/2023	2,490.00		104441		2,490.00
0016	ASSOCIATED BANK							
I-218202311284646	FF Welfare Fund Acct #80406116	R	12/01/2023	210.00		104442		210.00
7526	CITY OF DE PERE - FLEX							
I-114202311284646	HEALTH CARE CONTRIBUTIONS	R	12/01/2023	3,007.54		104443		
I-115202311284646	DEPENDENT CARE CONTRIBUTIONS	R	12/01/2023	384.60		104443		3,392.14
8187	WISCONSIN DEPT OF REVENUE							
I-DOR202311284646	G N HENRIGILLIS LEVY PROCEEDS	R	12/01/2023	69.20		104444		69.20
0472	FOX COMMUNITIES CREDIT UNION							
I-211202311284646	DE PERE POLICE EMPLOYEE DUES	R	12/01/2023	850.00		104445		850.00
7950	FOX COMMUNITIES CREDIT UNION							
I-216202311284646	LOCAL 141 CHARITIES	R	12/01/2023	19.00		104446		19.00
0471	IAFF LOCAL 141 AFL-CIO CLC							
I-210202311284646	IAFF LOCAL 141 EMPLOYEE DUES	R	12/01/2023	798.75		104447		798.75

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE:11/22/2023 THRU 12/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4262	LIFE INSURANCE OF THE SOUTHWES							
I-116202311284646	ALTERNATIVE FICA	R	12/01/2023	976.69		104448		976.69
0302	AIRGAS USA INC							
I-5502918784	AIRGAS USA INC	R	12/05/2023	701.55		104449		
I-9143605577	AIRGAS USA INC	R	12/05/2023	240.26		104449		941.81
1781	ASPHALT SEAL & REPAIR INC							
I-ASR-064197	ASPHALT SEAL & REPAIR INC	R	12/05/2023	1,750.00		104450		1,750.00
6404	BAY AREA TESTING & CONSULTING							
I-6915	BAY AREA TESTING & CONSULTING	R	12/05/2023	112.70		104451		
I-6916	BAY AREA TESTING & CONSULTING	R	12/05/2023	181.40		104451		
I-6917	BAY AREA TESTING & CONSULTING	R	12/05/2023	2,185.90		104451		
I-6918	BAY AREA TESTING & CONSULTING	R	12/05/2023	271.10		104451		2,751.10
0027	BAY TOWEL INC							
I-4594688	BAY TOWEL INC	R	12/05/2023	116.00		104452		116.00
7067	BEST STUMP GRINDING LLC							
I-12984	BEST STUMP GRINDING LLC	R	12/05/2023	34,350.00		104453		34,350.00
4198	BLUE PRINT SERVICE CO INC							
I-168197	BLUE PRINT SERVICE CO INC	R	12/05/2023	340.36		104454		340.36
2984	BROWN COUNTY TREASURER							
I-2023-00000023 B	BROWN COUNTY TREASURER	R	12/05/2023	8,384.59		104455		8,384.59
9101	CAMOIN ASSOCIATES INC							
I-20208A	CAMOIN ASSOCIATES INC	R	12/05/2023	2,475.00		104456		2,475.00
0536	CDW GOVERNMENT INC							
I-MX09502	CDW GOVERNMENT INC	R	12/05/2023	21.77		104457		21.77
1516	CLIFTONLARSONALLEN LLP							
I-3962082	CLIFTONLARSONALLEN LLP	R	12/05/2023	4,725.00		104458		4,725.00
7997	COMPLETE OFFICE							
I-AR58841	COMPLETE OFFICE	R	12/05/2023	82.95		104459		
I-AR58842	COMPLETE OFFICE	R	12/05/2023	110.27		104459		
I-AR58843	COMPLETE OFFICE	R	12/05/2023	30.51		104459		
I-AR58844	COMPLETE OFFICE	R	12/05/2023	132.19		104459		355.92

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VENDOR SET: 01 City of De Pere

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DATE RANGE: 11/22/2023 THRU 12/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7639	CORE & MAIN LP							
I-T987611	CORE & MAIN LP	R	12/05/2023	445.00		104460		445.00
7658	SHAUN CORROY							
I-202311294655	SHAUN CORROY	R	12/05/2023	179.34		104461		179.34
1648	DE PERE HISTORICAL SOCIETY							
I-202311294656	DE PERE HISTORICAL SOCIETY	R	12/05/2023	7,000.00		104462		7,000.00
3590	LAWRENCE DELO							
I-202311294657	LAWRENCE DELO	R	12/05/2023	61.57		104463		61.57
8285	JAKE EBERHARDT							
I-202311294658	JAKE EBERHARDT	R	12/05/2023	151.82		104464		151.82
0085	EMERGENCY MEDICAL PRODUCTS INC							
I-2595544	EMERGENCY MEDICAL PRODUCTS INC	R	12/05/2023	650.22		104465		
I-2597595	EMERGENCY MEDICAL PRODUCTS INC	R	12/05/2023	461.90		104465		1,112.12
7422	EXCEL UNDERGROUND LLC							
I-10889	EXCEL UNDERGROUND LLC	R	12/05/2023	8,585.76		104466		8,585.76
9102	FIRE SERVICE INC							
I-WI-10256	FIRE SERVICE INC	R	12/05/2023	98.84		104467		98.84
8347	GFL ENVIRONMENTAL							
I-U60000184718	GFL ENVIRONMENTAL	R	12/05/2023	1,134.00		104468		1,134.00
2544	GLOBAL RECOGNITION INC							
I-227716	GLOBAL RECOGNITION INC	R	12/05/2023	30.00		104469		
I-227765	GLOBAL RECOGNITION INC	R	12/05/2023	549.00		104469		579.00
8892	GREAT LAKES TESTING INC							
I-121074	GREAT LAKES TESTING INC	R	12/05/2023	1,212.00		104470		1,212.00
0124	GREEN BAY CITY TREASURER							
I-179829	GREEN BAY CITY TREASURER	R	12/05/2023	860.80		104471		860.80
2080	GREEN BAY HIGHWAY PRODUCTS LLC							
I-43966	GREEN BAY HIGHWAY PRODUCTS LLC	R	12/05/2023	455.00		104472		455.00
3889	GREEN BAY PIPE & TV CONTRACTOR							
I-3463	GREEN BAY PIPE & TV CONTRACTOR	R	12/05/2023	3,085.00		104473		3,085.00

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE:11/22/2023 THRU 12/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2947	MATTHEW GUTH							
I-202311294659	MATTHEW GUTH	R	12/05/2023	112.30		104474		112.30
1252	HURCKMAN MECHANICAL INDUSTRIES							
I-W42522	HURCKMAN MECHANICAL INDUSTRIES	R	12/05/2023	1,611.13		104475		1,611.13
1399	INDOFF INC							
I-3692139	INDOFF INC	R	12/05/2023	163.15		104476		163.15
5778	INSITUFORM TECHNOLOGIES USA IN							
I-23-03 (1) FINAL	INSITUFORM TECHNOLOGIES USA IN	R	12/05/2023	656,369.00		104477		656,369.00
8364	JOHNSTONE SUPPLY							
I-6075420	JOHNSTONE SUPPLY	R	12/05/2023	45.99		104478		45.99
4584	KRUCZEK CONST INC							
I-23-02 (3)	KRUCZEK CONST INC	R	12/05/2023	585,987.42		104479		
I-23-04 (3)	KRUCZEK CONST INC	R	12/05/2023	105,839.36		104479		691,826.78
8197	DANIEL J LINDSTROM							
I-202311294660	DANIEL J LINDSTROM	R	12/05/2023	74.11		104480		
I-202311294661	DANIEL J LINDSTROM	R	12/05/2023	275.21		104480		
I-202311294662	DANIEL J LINDSTROM	R	12/05/2023	150.65		104480		
I-202311294663	DANIEL J LINDSTROM	R	12/05/2023	70.74		104480		570.71
0903	THE MAIL HAUS INC							
I-181000	THE MAIL HAUS INC	R	12/05/2023	1,224.02		104481		1,224.02
3216	ALAN MATZKE							
I-202311294665	ALAN MATZKE	R	12/05/2023	71.98		104482		71.98
4498	MC MAHON ASSOC INC							
I-603125	MC MAHON ASSOC INC	R	12/05/2023	5,000.00		104483		5,000.00
9054	MCGRATH CONSULTING GROUP INC							
I-1857	MCGRATH CONSULTING GROUP INC	R	12/05/2023	7,750.00		104484		7,750.00
2012	DONALD MELICHAR							
I-202311294664	DONALD MELICHAR	R	12/05/2023	113.91		104485		113.91
0173	MENARDS INC							
I-23302	MENARDS INC	R	12/05/2023	75.06		104486		
I-23494	MENARDS INC	R	12/05/2023	88.81		104486		
I-23541	MENARDS INC	R	12/05/2023	159.04		104486		
I-23626	MENARDS INC	R	12/05/2023	37.86		104486		
I-23735	MENARDS INC	R	12/05/2023	15.99		104486		376.76

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VENDOR SET: 01 City of De Pere

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DATE RANGE: 11/22/2023 THRU 12/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8902	MERJENT INC							
I-26722	MERJENT INC	R	12/05/2023	11,615.69		104487		11,615.69
8950	ONSITE LOGGING							
I-513	ONSITE LOGGING	R	12/05/2023	148,818.84		104488		148,818.84
7221	SCENICVIEW LANDSCAPE							
I-1653	SCENICVIEW LANDSCAPE	R	12/05/2023	900.00		104489		900.00
1	SCHROEDER, GLENN & KARA							
I-202311294666	MAILBO	R	12/05/2023	60.99		104490		60.99
8202	SHERWIN WILLIAMS CO							
I-601-7	SHERWIN WILLIAMS CO	R	12/05/2023	100.74		104491		100.74
9103	SUAMICO TRAP LLC							
I-1142	SUAMICO TRAP LLC	R	12/05/2023	7,478.00		104492		7,478.00
7014	SURDEX CORPORATION							
I-5988	SURDEX CORPORATION	R	12/05/2023	7,357.00		104493		7,357.00
0262	TEMPERATURE SYSTEMS INC							
I-3370095-00	TEMPERATURE SYSTEMS INC	R	12/05/2023	13.92		104494		13.92
5701	TOTER LLC							
I-20INV000481140	TOTER LLC	R	12/05/2023	35,873.00		104495		35,873.00
0267	TRAFFIC & PARKING CONTROL INC							
I-I765512	TRAFFIC & PARKING CONTROL INC	R	12/05/2023	960.00		104496		960.00
0415	TRI CITY GLASS INC							
I-JC18009	TRI CITY GLASS INC	R	12/05/2023	12,750.00		104497		12,750.00
6782	TRUCK COUNTRY OF WISC							
I-R202158858:01	TRUCK COUNTRY OF WISC	R	12/05/2023	648.18		104498		648.18
6900	TURRIFF PLUMBING INC.							
I-1437	TURRIFF PLUMBING INC.	R	12/05/2023	4,330.00		104499		4,330.00
0417	TWEET GAROT MECHANICAL INC							
I-23-14 (1)	TWEET GAROT MECHANICAL INC	R	12/05/2023	131,866.80		104500		131,866.80
0272	UNIFORM SHOPPE INC							
I-339411	UNIFORM SHOPPE INC	R	12/05/2023	179.90		104501		
I-339561	UNIFORM SHOPPE INC	R	12/05/2023	99.90		104501		279.80

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 11/22/2023 THRU 12/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0277	VAN'S FIRE & SAFETY INC							
I-C816162	VAN'S FIRE & SAFETY INC	R	12/05/2023	562.15		104502		
I-C816344	VAN'S FIRE & SAFETY INC	R	12/05/2023	68.58		104502		630.73
6469	WI DOCUMENT IMAGING							
I-227460	WI DOCUMENT IMAGING	R	12/05/2023	429.79		104503		429.79
6656	ZENITH TECH INC.							
I-23-16 (1)	ZENITH TECH INC.	R	12/05/2023	151,260.00		104504		151,260.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	74	1,983,897.81	0.00	1,983,897.81
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	416,137.38	0.00	416,137.38
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	81	2,400,035.19	0.00	2,400,035.19
BANK: AP TOTALS:	81	2,400,035.19	0.00	2,400,035.19
REPORT TOTALS:	81	2,400,035.19	0.00	2,400,035.19

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SELECTION CRITERIA

VENDOR SET: 01-CITY OF DEPERE, WI
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 11/22/2023 THRU 12/05/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 5, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 5, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Discussion and Possible Action on Potential Acquisition of Private Property for Public Purposes.
