



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Revised Agenda

Wednesday, February 21, 2018

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **February 21, 2018** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

This meeting can be viewed LIVE on TW Cable Channel 4; AT&T U-verse Channel 99; www.depere.tv. This meeting is also rebroadcast on TV throughout the week and available on demand at www.depere.tv.

Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the February 6, 2018 Common Council Meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Recommendation from the Board of Park Commissioners to Consider Locating the Bandshell at a Different Park. (Item Tabled at the February 6, 2018 Common Council Meeting).
6. Recommendation from the Finance/Personnel Committee to approve Fire Department's Operational Change.
7. Recommendation from the Board of Park Commissioners to Replace the Bleachers at the Ice Arena.
8. Recommendation of the Board of Public Works to Award the Contract for Project 18-15 Sewer Cleaning and Televising to Green Bay Pipe and TV, LLC in the Amount of \$46,662.00.
9. Recommendation of the Board of Public Works to Award the Contract for Project 18-03 Pipe Lining- CIPP to Visu-Sewer in the Amount of \$257,919.75.
10. Ordinance #18-05, Creating Section 13-4.1 De Pere Municipal Code Notifying the State of Wisconsin to Distribute Payments for State Property Tax Credits Directly to the City of De Pere.
11. Ordinance #18-06, Amending Section 9-1 De Pere Municipal Code (Non-Discrimination in Housing, Public Accommodation and Employment) by Incorporating Statutory Language Pertaining to Public Accommodations
12. Ordinance #18-07, Creating Section 13-15 De Pere Municipal Code Enacting a Motor Vehicle Registration Fee.
13. Resolution #18-10, Authorizing Agreement for Cleaning Services (Fox Cities Janitorial).
14. Resolution #18-11, Authorizing Agreement for Contractor Services Between the City of De Pere and ECS Midwest, LLC (2018 Construction Materials Testing and Soil Boring).

15. Resolution #18-12, Authorizing Agreement for Services Between the City of De Pere and Tweet-Garot Mechanical, Inc. (MSC Boiler Replacement Design & Construction Management).
16. Resolution #18-13 Ratifying Submission of Assistance to Firefighters Grant Application.
17. Resolution #18-14, Authorizing Renewal of Agreement for Consulting Services Between the City of De Pere and Key Benefit Concepts, LLC (Other Post Employment Benefit Liability Study)
18. Resolution #18-15, Opposing 2017 Assembly Bill 748 and 2017 Senate Bill 634 Preempting Local Governments from Regulating Various Employment Matters.
19. Recommendation from the Finance and Personnel Committee to fund Closed Captioning for Channel 4 Programming
20. Recommendation from the Finance and Personnel Committee to postpone any development consideration for Parcels ED-796, ED-794, ED-793, ED-788-1 (also known as Perrot Square) until the Cultural District Master Plan is complete.
21. Recommendation from the Finance and Personnel Committee to issue a Request for Proposals (RFP) for the development of Parcel ED-769 (also known as the 123 N Broadway Lot).
22. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage License for Heritage Rd, LLC (DBA One Under Golf Center), 801 Heritage Rd, Unit C. Submitted by Heritage Rd, LLC, Agent: Matthew Wood, Green Bay, WI.
23. Operator License Applications.
24. Voucher Approval.
25. Future agenda items.
26. Consideration of the purchase of property for public purposes (amendment).

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, whenever competitive or bargaining reasons require a closed session.

The Council may then reconvene in open session to take action on any item discussed in closed session or for such other matters as are authorized by law.
27. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer'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
Kirk R. Bishop, Duncan Associates
Visu-Sewer
Peters Concrete
Green Bay Pipe & TV LLC
Dave Vaclavik-CBCWA
Karen Classen, SKB Management
Bryan Kaster
Terry Gerbers, Gerbers Law, S.C.
John Allen
Matthew Wood
Lefebvre Investment CO LLC
Belle Holdings LLC
Belmont Downtown Enterprises LLC

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the February 6, 2018 Common Council Meeting.

ATTACHMENTS:

- 2-06-2018 Common Council Minutes (DOC)



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Tuesday, February 6, 2018

7:30 PM

De Pere City Hall Council Chambers

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

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Aldersperson	Present
Dan Carpenter	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Jonathon Hansen	Aldersperson	Present
Ryan Jennings	Aldersperson	Present
Larry Lueck	Aldersperson	Present
Casey Nelson	Aldersperson	Present
Dean Raasch	Aldersperson	Present

2. Pledge of Allegiance to the Flag.

Boy Scouts Parker Farra, Matthew Danen, Zach Tackmeier and Lucas Beck led the Council in the Pledge of Allegiance.

3. Approval of the Minutes of the January 16, 2018 Common Council Meeting.

Aldersperson Crevier moved, seconded by Aldersperson Lueck to amend the minutes, agenda item #12 to read "to reflect promote and maintain the existing outdoor pools".

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Larry Lueck, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

4. Public Hearing on the rezoning of Parcels WD-609-1, WD-609, WD-604, WD-603 and WD-602.

- a. Notice of Public Hearing.

Clerk-Treasurer Shana Ledvina announced that the public hearing was published in the Green Bay Press Gazette on January 22 and 29, 2018.

- b. Recommendation from the Plan Commission.

Development Services Director Kim Flom reviewed the recommendation with the Council.

- c. Ordinance #18-04, Rezoning Certain Property (Parcels WD-609-1, WD-609, WD-604, WD-603 and WD-602).

Mayor Walsh declared the public hearing open; no one wished to speak and he declared the public hearing closed and entertained a motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

5. Public comment upon matters not on the agenda and other announcements.

Neils Jensen appeared on behalf of a friend who wishes to rent her home during Packer season. He requested that the City issue a temporary permit to her while the City revises the zoning code. Mayor Walsh thanked everyone for the support received while he was gone; he thanked Alderperson Boyd for filling in for him during his absence.

6. Recommendation from Finance/Personnel Committee to Authorize Community Center Boiler Repairs in the amount of \$7,539.10.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

7. Recommendation from the Board of Park Commissioners to Accept Project Proposal for the Construction and Installation of Backstop Nets on 3 Soccer Fields at SW Park by an Eagle Scout.

Park Director Marty Kosobucki explained that this project will require some maintenance in the future. Mayor Walsh thanked Adam for doing this project for the City.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

8. Recommendation from the Board of Park Commissioners to Consider Locating the Bandshell at a Different Park.

RESULT:	TABLED [7 TO 1]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
NAYS:	Dean Raasch

9. Resolution #18-06 Authorizing Green Bay Tennis Center, Inc. Independent Contractor Agreement (Tennis Instruction).

Alderperson Carpenter asked about background checks for instructors; discussion followed. Alderperson Carpenter moved, seconded by Alderperson Raasch, that the agreement be amended to require a background check on all tennis instructors. Upon vote, motion carried unanimously. Upon vote on the motion as amended, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

10. Resolution #18-07 Authorizing Cooperation Agreement Between the City of De Pere and the Unified School District of De Pere.

The Council discussed use of the courts with Park Director Marty Kosobucki.

RESULT:	ADOPTED [7 TO 1]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Hansen, Jennings, Lueck, Nelson, Raasch
NAYS:	Scott Crevier

11. Resolution #18-08 Authorizing Agreement for Consulting Services Between the City of De Pere and SmithGroupJJR, Inc. (Cultural District Master Plan)

Alderperson Crevier asked for clarification of the agreement; he thought the agreement was intended to preserve the view of the river for the proposed Mulva Center but sees no mention of height restrictions in the proposal from SmithGroupJJR. Development Services Director Kim Flom explained that the core purpose of the plan is to explore Front Street from all aspects and that reviewing height restrictions will be a part of this plan. Discussion followed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

12. Resolution #18-09 Supporting Brown County's Proposal to Promote Brown County's 200th Anniversary Celebration.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

13. Recommendation from the License Committee on an Application for a premises description change for The Green Room, from 353 Main Av to 363 Main Av.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

14. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage License for Heritage Rd, LLC (DBA One Under Golf Center), 801 Heritage Rd, Unit C. Submitted by Heritage Rd, LLC, Agent: Matthew Wood, Green Bay, WI.

This item was tabled at the License Committee Meeting.

RESULT: NO ACTION

15. Request of Alderperson Hansen:

- a. That the Council rescind its action of November 15, 2016 to replace the City's two existing pools with one aquatic center, with the location to be determined at a future time. (Note: on March 21, 2017, the Council acted to select VFW Park as the location for the aquatic center. This action is not up for rescission.)

Alderperson Hansen moved, seconded by Alderperson Nelson to approve the rescission. Alderperson Hansen discussed his reasons for proposing the rescission. Alderperson Hansen moved, seconded by Alderperson Jennings to open the meeting. Upon vote, motion carried unanimously. Larry Dean, David Hunnicut and Dan Van Straten spoke in favor of the rescission. Alderperson Lueck moved, seconded by Alderperson Boyd to close the meeting. Upon vote, motion carried unanimously.

Discussion followed with the Council members and Parks Director Marty Kosobucki regarding action of the previous Council, issues with keeping both pools operating, the proposed east side splash pad, success of similarly sized aquatic centers, safety for children crossing intersections, growth of the City to the south and ongoing existing pool repairs. Upon vote on the rescission, motion failed 6-2 with Alderpersons Hansen and Jennings voting aye.

RESULT:	DEFEATED [2 TO 6]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Jonathon Hansen, Ryan Jennings
NAYS:	Boyd, Carpenter, Crevier, Lueck, Nelson, Raasch

- b. If item 15a is approved: request that the Council approve replacing the pool at VFW Park with a small-scale aquatic center and approve replacing the pool at Legion Park with an as yet to be determined swimming facility.

RESULT: NO ACTION

- c. If item 15b is approved: request that the Mayor form a fundraising committee to raise funds for both the VFW Park aquatic center and the Legion Park pool replacement.

RESULT: NO ACTION

16. Request of Alderperson Lueck:

- a. That the Council take action to request that the Board of Park Commissioners ask the "Save Legion Pool" supporters for a presentation on their request at the August 2018 meeting of the Board.

Alderperson Carpenter moved, seconded by Alderperson Nelson to move the presentation to May 2018. Discussion followed. Alderperson Lueck explained that he wanted to give the "Save Legion Pool" supporters sufficient time to put together a presentation by suggesting August. He explained that there is time for them to prepare a great presentation to the Board of Park Commissioners. Discussion followed. Upon vote on the amendment, the vote was defeated 5-3

with Alderpersons Carpenter, Hansen and Nelson voting aye. Upon further discussion on the original motion, motion carried 7-1 with Alderperson Hansen voting nay.

RESULT:	ADOPTED [7 TO 1]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Jennings, Lueck, Nelson, Raasch
NAYS:	Jonathon Hansen

- b. If item 16a is approved: that the Council take action to request the Board of Park Commissioners report back to the Council any recommendations it has based upon such presentation.

Alderperson Lueck explained that this item is on the agenda to make it clear to the Board of Park Commissioners that the Council is expecting feedback from them on the presentation. Alderperson Crevier explained that anyone is welcome to come to the Board of Park Commissioners at any time before August.

RESULT:	ADOPTED [7 TO 1]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Jennings, Lueck, Nelson, Raasch
NAYS:	Jonathon Hansen

17. Operator License Applications.

CITY OF DE PERE	
License Committee - February 6, 2018	
New Operator License Applications for the 2016-2018 Licensing Period	
1	DUGRE, SHAWN J.
2	EVERS, HALEY R.
3	KROPP, DYLAN J.
4	STEINER, ALLISON R.
5	WARD, SAMUEL M.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Operator License Applications #1-5. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

18. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

19. Future agenda items.

Alderperson Hansen inquired about an update on the Southern Bridge. City Administrator Larry Delo explained that this was addressed in the last Friday Memo and that an update will be provided at a Council meeting in March. Discussion followed.

20. Adjournment.

Alderperson Carpenter moved, seconded by Alderperson Boyd to adjourn the meeting at 9:20 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Consider Locating the Bandshell at a Different Park. (Item Tabled at the February 6, 2018 Common Council Meeting).

The Board of Park Commissioner's at the January 18, 2018 meeting made the recommendation for Common Council to consider the location of the band shell at a different park. (Item Tabled at the February 6, 2018 Common Council Meeting).

After further discussion, the Board of Park Commissioner's felt it is not realistic to place a band shell of any type at Voyageur Park. The Park Board has suggested not eliminating the concept completely, but have staff investigate and/or research constructing a band shell suitable for City Band at a different park.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Fire Department

FROM: Alan Matzke

SUBJECT: Recommendation from the Finance/Personnel Committee to approve Fire Department's Operational Change.

ATTACHMENTS:

- FD OPERATIONAL CHANGE (PDF)

Memo



To: Finance/Personnel Committee
From: Alan Matzke, Fire Chief
Date: February 7, 2018
Re: Fire Department Operational Change

I would like to respectfully request your support as I propose an organizational change that I believe will more effectively and efficiently provide emergency services in and around our community, as well as resourcefully address the growing demands for services in the near future.

De Pere Fire Rescue is a combination department made up of two shifts of nine and one of eight with a Chief and Assistant Chief that are all full time employees. We also have ten "Paid on Call" employees on staff with approval for twenty. Our "Paid on Call" model is rooted in the volunteer firefighter model that has seen very little change in the last eighty years. The idea is to employ some full time staff that can engage in emergency preparedness, prevention, education and yet quickly respond with equipment. Historically our Paid on Call firefighters have carried a pager and have responded directly to the scene to provide cost effective labor at the time of crisis.

This model has served the City of De Pere in a cost effective manner for a very long time. However, the model has grown outdated and has become less effective and efficient as our demand for services have shifted to more medical in nature. This year we are on pace to answer 2,470 emergency calls for help with 2,050 or 83% of the calls being medical in nature.

In the past, the paid on call firefighters were vital to the organization to muster any kind of affective firefighting force. Today our department is in its third year of participation in automatic aid with our neighboring departments and the participation brings great benefits to the City of De Pere and its residents. The auto aid program has consistently provided the recommended best practice of four fire engines and one ladder truck with 17 firefighters to each report of a working structure fire in De Pere 88% of the time.

To contrast the auto aid program with the paid on call model, De Pere Fire Rescue has an average response number of three paid on call firefighters for a working structure fire with response times that are

often longer than that of our auto aid partners. Resulting from the delayed response time, the paid on call rarely get the opportunity to participate in active firefighting and likely are utilized for clean-up and equipment reset leading to low job satisfaction. The auto aid program has provided a more cost effective and efficient alternative to our paid on call firefighter model and addresses the City's firefighting needs.

I believe the continual increasing demand for medical services present the greatest need for some cost effective alternatives to manage the growth. Chief Roemer attempted to improve this model during his tenure when he implemented the "Duty Crew" program. The duty crew is called when De Pere Fire Rescue is depleted of human resources. This happens most often when the on duty staff is engaged in multiple medical calls at the same time. The call goes out to all full time and paid on call staff and they are asked to report to the station and be prepared to respond to any type of additional call for help that may occur.

The goal of the duty crew is to muster at least three staff members that could function as an ambulance crew in the event of a medical call or an engine crew in the event of a fire. In 2016, De Pere Fire Rescue called for a "Duty Crew" 355 times and achieved this goal only 207 times or 58%. Utilizing this duty crew model, we wait until we have exhausted our resources and then often times we bring in the least trained and experienced part-time staff and potentially dispatch them in to a high risk/low frequency event with little or no supervision and expect a positive outcome.

I propose to overhaul the paid on call and duty crew program utilizing a paid on premise model. The paid on premise model would assign a part-time employee to the station during the times of highest call volume and augment the full-time staff. I believe this will provide an opportunity for our organization to have additional human resources at our disposal and available for rapid deployment at the time of need.

Many other benefits of efficiency are possible with this proposed overhaul.

I conducted one-on-one interviews with all of the staff in December of 2016 and the feedback provided from the paid on call staff is that they feel disconnected from the full-time staff and they enjoy opportunities to work more closely with the full-time staff. The paid on call staff went on to describe their desire to help in any capacity possible. This model will bring the paid on premise staff into the daily operation of the organization facilitating the use of part time employees for the non-emergent tasks; such as fire inspections, public education, vehicle and equipment maintenance and preparedness.

Under this model the city would have options in the future to address changes or increases in emergency services demand and could choose to expand the paid on premise staff to meet demands with a short term cost effective solution. By supplementing the full time staff and spreading the capitol knowledge of a full-time employee with the enthusiasm and limited experience of a part time employee, the city and its residents have a greater potential to maintain the professional high level of care that the community and its residents have come to expect.

I propose to get the part-time staff level to the twenty positions that have been previously approved. I would ask the part time staff to fill one position on Monday through Friday from 7:00a.m. to 4:30 p.m. for a total of 2,470 hours per year. This would require each part time employee to work at least one shift per month. The current wage rate for our POC firefighters is \$15.00 per hour and they also receive a \$50 monthly stipend to carry a pager. To incentive a POC to add obtain additional Fire/EMS related certifications, I am proposing adding an additional .25 per hour for most certifications that an employee would obtain and a \$1.00 per hour if they become certified as a paramedic. If an employee would obtain all additional certifications, they would be making \$17.75 per hour. The Fire department budget supports the wage change and the paid on premise model.

Thank you for the opportunity to present this proposal and I hope you receive it with the spirit with which it is intended. De Pere Fire Rescue is committed to providing a superior level of emergency service that continually improves the quality of life, health and safety of the community we serve. I believe this is the most cost effective path forward for De Pere Fire Rescue to continue our mission. We exist to serve our community.

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: February 21, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Replace the Bleachers at the Ice Arena.

The Board of Park Commissioners, at the February 15, 2018 meeting, approved the replacement of the bleachers at the Ice Arena and moved to send it to Common Council for approval.

The Park Board discussed various funding options, but ultimately decided to allow the City Council to determine the best method of funding if the project is approved. During the Park Board discussion, questions were asked about renting bleachers and/or purchasing used bleachers. While staff does not feel either of these options are ideal for the ice arena, staff will be researching these options prior to the council meeting.

History:

Due to the condition of the bleachers and recent events impacting safety of spectators at the Ice Arena, staff recommended to the Park Board the replacement of the bleachers in 2018.

We were recently notified by Brown County Ice Management (BCIM) about concerns they had related to the bleachers in the Ice Arena. In two consecutive days, a support board gave way while someone was on the bleacher. Both of the instances were the first step of the bleacher, but non the less, raised concern about the overall safety of the bleachers. After talking with BCIM, we scheduled members of our maintenance staff and our Building Inspector Dennis Jensen to view the bleachers. Our Maintenance Supervisor indicated he thought he would be able to stabilize most of the bleachers with bracing. After installing some of the bracing, our Maintenance Supervisor indicated it did not work and did not have any suggestions for stabilizing the bleachers. In addition, we did not think it was a good idea to significantly alter the make up of the bleachers as it would not be possible to predict the structural ramifications of such alterations.

The bleachers are very old and they were "used" bleachers when they were installed back when the ice arena was constructed (early 70's). As far as we can tell, the bleachers are somewhere between 50-60 years old.

Through our capital plan and budget process we have included the request of replacing the bleachers various times, but for various reasons the project never made the cut.

Our current facility seats 770, and after talking with the De Pere Hockey Coach we believe we can down size the number of seats to around 500-600 seats. De Pere Hockey is the one program that has the potential for filling the entire bleachers. Staff and Don Chilson from BCIM met with JW Industries (contractor specializing in bleachers) to get an idea on the cost for bleachers. To construct a 500-600 bleacher setting we are looking at a cost around \$150,000. This gets a set of bleachers similar to the

attachment included. We currently have about \$39,000 in the Ice Arena Fund, with additional funding coming in July. The balance would need to come from the City or other funding sources.

In following our agreement with BCIM , paragraph 4.05 - Major Capital Improvements (defined as over \$10,000) and repair of construction, reconstruction, and maintenance other than those covered under paragraph 4.04, shall be paid for solely by the City without any expense therefore to the Lessees. All such Major Capital Improvements are subject to approval by the De Pere Common Council.

As far as funding goes, I believe there are a couple of realistic options of which the City Council will have to decide. The first would be to utilize all or part of the Ice Arena Fund. There is currently about \$40k in the account with additional funding coming this summer. The second option would be to request funding from un-designated reserves. The third option would be to ask the City Council to reconsider the allocation of funding from the Stadium Tax Relief money. Options would include the money earmarked for the band shell and/or the splash pad.

ATTACHMENTS:

- North Rink Overall (JPG)



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation of the Board of Public Works to Award the Contract for Project 18-15 Sewer Cleaning and Televising to Green Bay Pipe and TV, LLC in the Amount of \$46,662.00.

The Board of Public Works at the February 12, 2018 meeting, approved the award of contract to Green Bay Pipe & TV, LLC in the amount of \$46,662.60.

The Engineering Department received bids on Project 18-15 Sewer Cleaning and Televising on February 1, 2018. The project includes cleaning and televising of sewers. The bids received are as follows:

Contractor	Amount
Green Bay Pipe & TV, LLC	\$46,662.60
Speedy Clean, Inc.	\$46,677.00
Northern Pipe, Inc.	\$55,650.00
PLC Water Jetting Service, Inc.	\$58,036.00
Diversified Infrastructure Services, Inc.	\$133,831.80
National Power Rodding Corporation	\$258,625.00

The budgeted amount for the project from the capital improvement fund is \$52,000. Funding will be \$50,000 from the storm water utility fund and \$2,000 from the sewage revenue fund

ATTACHMENTS:

- 18-15 Bid Tab(PDF)

PROJECT 18-15 SEWER CLEANING AND TELEVISING

BID TAB



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Green Bay Pipe & TV, LLC		Speedy Clean, Inc.		Northern Pipe, Inc.		PLC Water Jetting Service, Inc.		Diversified Infrastructure Services, Inc.		National Power Rodding Corporation	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Storm Sewer Cleaning (8-27 Inch)	LF	53,000	\$ 0.35	\$ 18,550.00	\$ 0.38	\$ 20,140.00	\$ 0.42	\$ 22,260.00	\$ 0.45	\$ 23,850.00	\$ 1.09	\$ 57,770.00	\$ 2.00	\$ 106,000.00
SP-02	Storm Sewer Cleaning (30-48 Inch)	LF	4,500	\$ 0.35	\$ 1,575.00	\$ 0.38	\$ 1,710.00	\$ 0.42	\$ 1,890.00	\$ 0.45	\$ 2,025.00	\$ 1.37	\$ 6,165.00	\$ 2.50	\$ 11,250.00
SP-03	Storm Sewer Cleaning (54 Inch and Larger)	LF	1,000	\$ 0.42	\$ 420.00	\$ 0.38	\$ 380.00	\$ 0.42	\$ 420.00	\$ 1.00	\$ 1,000.00	\$ 1.69	\$ 1,690.00	\$ 5.00	\$ 5,000.00
SP-04	Storm Sewer Heavy Cleaning (8-27 Inch)	LF	5,480	\$ 0.42	\$ 2,301.60	\$ 0.10	\$ 548.00	\$ 0.75	\$ 4,110.00	\$ 0.45	\$ 2,466.00	\$ 1.41	\$ 7,726.80	\$ 5.00	\$ 27,400.00
SP-05	Storm Sewer Heavy Cleaning (30-48 Inch)	LF	450	\$ 0.42	\$ 189.00	\$ 0.10	\$ 45.00	\$ 1.00	\$ 450.00	\$ 1.50	\$ 675.00	\$ 1.88	\$ 846.00	\$ 5.00	\$ 2,250.00
SP-06	Storm Sewer Heavy Cleaning (54 Inch and Larger)	LF	100	\$ 0.42	\$ 42.00	\$ 0.10	\$ 10.00	\$ 1.10	\$ 110.00	\$ 2.00	\$ 200.00	\$ 2.37	\$ 237.00	\$ 5.00	\$ 500.00
SP-07	Storm Sewer Televising (8-27 Inch)	LF	53,000	\$ 0.35	\$ 18,550.00	\$ 0.38	\$ 20,140.00	\$ 0.36	\$ 19,080.00	\$ 0.40	\$ 21,200.00	\$ 0.85	\$ 45,050.00	\$ 1.25	\$ 66,250.00
SP-08	Storm Sewer Televising (30-48 Inch)	LF	4,500	\$ 0.35	\$ 1,575.00	\$ 0.38	\$ 1,710.00	\$ 0.36	\$ 1,620.00	\$ 0.40	\$ 1,800.00	\$ 0.85	\$ 3,825.00	\$ 1.25	\$ 5,625.00
SP-09	Storm Sewer Televising (54 Inch and Larger)	LF	1,000	\$ 0.42	\$ 420.00	\$ 0.38	\$ 380.00	\$ 0.36	\$ 360.00	\$ 0.40	\$ 400.00	\$ 0.85	\$ 850.00	\$ 1.25	\$ 1,250.00
SP-10	Sewer Pipe Root Cutting (8-48 Inch)	LF	1,000	\$ 0.50	\$ 500.00	\$ -	\$ -	\$ 0.75	\$ 750.00	\$ 1.00	\$ 1,000.00	\$ 2.92	\$ 2,920.00	\$ 5.00	\$ 5,000.00
SP-11	Remove Mineral Deposits	LF	500	\$ 0.50	\$ 250.00	\$ 0.10	\$ 50.00	\$ 0.50	\$ 250.00	\$ 1.00	\$ 500.00	\$ 2.92	\$ 1,460.00	\$ 10.00	\$ 5,000.00
SP-12	Storm Sewer Cleaning in Easement (8-27 Inch)	LF	1,800	\$ 0.55	\$ 990.00	\$ 0.38	\$ 684.00	\$ 1.50	\$ 2,700.00	\$ 1.00	\$ 1,800.00	\$ 1.88	\$ 3,384.00	\$ 5.00	\$ 9,000.00
SP-13	Storm Sewer Televising in Easement (8-27 Inch)	LF	1,800	\$ 0.55	\$ 990.00	\$ 0.38	\$ 684.00	\$ 0.75	\$ 1,350.00	\$ 0.40	\$ 720.00	\$ 0.85	\$ 1,530.00	\$ 7.00	\$ 12,600.00
SP-14	Televising Storm Laterals	EA	2	\$ 155.00	\$ 310.00	\$ 98.00	\$ 196.00	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 189.00	\$ 378.00	\$ 750.00	\$ 1,500.00
					\$ 46,662.60		\$ 46,677.00		\$ 55,650.00		\$ 58,036.00		\$ 133,831.80		\$ 258,625.00

Attachment: 18-15 Bid Tab (6675 : Recommendation of the BOPW to Award Contract for Project 18-15 to

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation of the Board of Public Works to Award the Contract for Project 18-03 Pipe Lining- CIPP to Visu-Sewer in the Amount of \$257,919.75.

The Engineering Department received bids on Project 18-03 Pipe Lining - CIPP on February 1, 2018. The project consists of pipe lining and internal repairs of deteriorated sewers at locations around the City. The bids received are as follows:

Contractor	Amount
Visu-Sewer, Inc.	\$257,919.75
Insituform Technologies, USA, LLC	\$271,277.90
Michels Pipe Services, Div. of Michels Corporation	\$292,020.00
Hydro-Klean, LLC	\$293,215.50

The budgeted amount from the capital improvement budget is \$276,000. Funding will be from the sewage revenue fund. The staff recommendation is to accept the bid from Visu-Sewer, Inc. in the amount of \$257,919.75.

ATTACHMENTS:

- 18-03 Bid Tab(PDF)

BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Visu-Sewer, Inc.		Insituform Technologies USA, LLC		Michels Pipe Services, Div. of Michels Corp.		Hydro-Klean, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER LINING											
SS-01	Main Avenue-Lawrence Intersection (10’')	LF	219	\$ 31.00	\$ 6,789.00	\$ 32.00	\$ 7,008.00	\$ 33.00	\$ 7,227.00	\$ 26.40	\$ 5,781.60
SS-02	Ontario Street-Charles to Lewis (15’')	LF	422	\$ 36.75	\$ 15,508.50	\$ 42.70	\$ 18,019.40	\$ 40.00	\$ 16,880.00	\$ 42.90	\$ 18,103.80
SS-03	Washington Street-Charles to George (15’')	LF	423	\$ 36.75	\$ 15,545.25	\$ 43.80	\$ 18,527.40	\$ 38.00	\$ 16,074.00	\$ 42.90	\$ 18,146.70
SS-04	Robin Street- O’Keefe to Mayfair (8’')	LF	2,439	\$ 22.00	\$ 53,658.00	\$ 22.60	\$ 55,121.40	\$ 24.00	\$ 58,536.00	\$ 22.70	\$ 55,365.30
SS-05	Robin Street – Cook to Cook (10’')	LF	150	\$ 31.00	\$ 4,650.00	\$ 40.70	\$ 6,105.00	\$ 42.00	\$ 6,300.00	\$ 26.40	\$ 3,960.00
SS-06	Twilight Drive-300’ West of Lois to Lois (8’')	LF	316	\$ 22.00	\$ 6,952.00	\$ 22.70	\$ 7,173.20	\$ 25.00	\$ 7,900.00	\$ 22.70	\$ 7,173.20
SS-07	Alley-Broadway/Wisconsin to George/James (12’')	LF	222	\$ 38.50	\$ 8,547.00	\$ 38.20	\$ 8,480.40	\$ 41.00	\$ 9,102.00	\$ 30.70	\$ 6,815.40
SS-08	Alley-Charles to Lewis (8’')	LF	788	\$ 22.00	\$ 17,336.00	\$ 28.80	\$ 22,694.40	\$ 33.00	\$ 26,004.00	\$ 22.70	\$ 17,887.60
SS-09	Alley-James/Franklin to Erie/Ontario (8’')	LF	271	\$ 22.00	\$ 5,962.00	\$ 25.90	\$ 7,018.90	\$ 31.00	\$ 8,401.00	\$ 22.70	\$ 6,151.70
SS-10	Alley-Merrill/Chicago to Superior/Huron (8’')	LF	350	\$ 22.00	\$ 7,700.00	\$ 22.60	\$ 7,910.00	\$ 26.00	\$ 9,100.00	\$ 22.70	\$ 7,945.00
SS-11	Easement-Memory Lane (8’')	LF	123	\$ 22.00	\$ 2,706.00	\$ 36.50	\$ 4,489.50	\$ 50.00	\$ 6,150.00	\$ 22.70	\$ 2,792.10
SS-12	Easement- Tenth Street (8’')	LF	391	\$ 22.00	\$ 8,602.00	\$ 27.80	\$ 10,869.80	\$ 23.00	\$ 8,993.00	\$ 22.70	\$ 8,875.70
SS-13	Easement-Ridgeway to Summer Range (8’')	LF	543	\$ 22.00	\$ 11,946.00	\$ 23.50	\$ 12,760.50	\$ 28.00	\$ 15,204.00	\$ 22.70	\$ 12,326.10
SS-14	Summer Range Road-Webster to Webster (8’')	LF	1511	\$ 22.00	\$ 33,242.00	\$ 20.60	\$ 31,126.60	\$ 21.00	\$ 31,731.00	\$ 22.70	\$ 34,299.70
SS-15	Easement-Jordan Road (8’')	LF	733	\$ 22.00	\$ 16,126.00	\$ 21.20	\$ 15,539.60	\$ 24.00	\$ 17,592.00	\$ 22.70	\$ 16,639.10
SS-16	Ridgeway Blvd-Adams to Webster (8’')	LF	724	\$ 22.00	\$ 15,928.00	\$ 21.40	\$ 15,493.60	\$ 25.00	\$ 18,100.00	\$ 22.70	\$ 16,434.80
SS-17	Chicago Street-Webster to 500’ East (8’')	LF	430	\$ 22.00	\$ 9,460.00	\$ 22.40	\$ 9,632.00	\$ 25.00	\$ 10,750.00	\$ 22.70	\$ 9,761.00
SS-18	Bluebird Street-Cook to Jordan (8’')	LF	421	\$ 22.00	\$ 9,262.00	\$ 21.00	\$ 8,841.00	\$ 24.00	\$ 10,104.00	\$ 22.70	\$ 9,556.70
SS-19	Televising Sanitary Laterals	EA	32	\$ 250.00	\$ 8,000.00	\$ 139.60	\$ 4,467.20	\$ 246.00	\$ 7,872.00	\$ 1,100.00	\$ 35,200.00
	TOTAL BID				\$ 257,919.75		\$ 271,277.90		\$ 292,020.00		Packet Pg.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Ordinance #18-05, Creating Section 13-4.1 De Pere Municipal Code
Notifying the State of Wisconsin to Distribute Payments for State
Property Tax Credits Directly to the City of De Pere.

In 2014, the Common Council passed Resolution 14-09, which authorized the City Clerk-Treasurer to request that the DOR directly distribute tax credits to the City of De Pere. Wisconsin Act 29 changed the requirements and an ordinance approved by the Common Council is needed to continue requesting these tax credits to come directly to the City instead of going to Brown County for distribution. The previously approved resolution is attached for your review. If you have any questions please contact Shana Ledvina at 339-4072 ext. 1355 or Joe Zegers at 339-4041.

ATTACHMENTS:

- Ord18-05 (DOCX)
- Res. 14-09 (PDF)

ORDINANCE #18-05

CREATING SECTION 13-4.1 DE PERE MUNICIPAL CODE NOTIFYING THE
STATE OF WISCONSIN TO DISTRIBUTE PAYMENTS FOR STATE PROPERTY
TAX CREDITS DIRECTLY TO THE CITY OF DE PERE

WHEREAS, pursuant to Resolution #14-09, the Common Council delegated authority to the City Clerk-Treasurer to notify the State Department of Administration to disburse lottery tax credits, school tax credits, and other such credits directly to the City for each year the City reaches the monetary credit payment threshold of \$3,000,000 (three million); and

WHEREAS, 2017 Wisconsin Act 59 adjusted a municipality's requirements for requesting direct distribution for property tax credits, requiring the enactment of an ordinance.

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

Section 1. Section 13.4.1, *Tax credits to be paid directly to city.*, is hereby created to read as follows:

(a) The City of De Pere receives more than \$3,000,000 in payments from the State of Wisconsin for the state school levy, lottery and gaming, and first dollar property tax credits.

(b) Pursuant to 2017 Wisconsin Act 59, municipalities receiving greater than \$3,000,000 in state property tax credits may notify the state departments of administration and revenue that the municipality approves the direct distribution of the property tax credits to the municipality until or unless the ordinance is repealed, or the property tax credits to be distributed no longer exceed \$3,000,000 annually.

(c) By passage of this ordinance, the City of De Pere hereby notifies the state departments of administration and revenue to make such direct payments in 2018 and for all subsequent years. Further, the Clerk shall send a copy of this ordinance to the Wisconsin Departments of Administration and Revenue by February 28, 2018.

Section 2. All ordinances and parts of other ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect upon passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of February, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #14-09

AUTHORIZING ANNUAL NOTIFICATION TO WISCONSIN DEPARTMENT
OF ADMINISTRATION REQUESTING DIRECT DISTRIBUTION OF
LOTTERY TAX CREDIT, SCHOOL TAX CREDIT AND ANY OTHER
TAX CREDITS TO THE CITY OF DE PERE

WHEREAS, in 2008, state law modified the distribution of lottery tax and school tax credits by first distributing the credits to Counties, which in turn, distributed the credits to cities and other municipalities within that county; and

WHEREAS, under that 2008 state law, if a municipality receives \$3,000,000 (three-million) or more annually in such tax credit payments, the municipality may notify the Department of Administration to directly distribute those tax credits to the municipality if approved by a majority of the Common Council; and

WHEREAS, since 2008, the Council has yearly authorized the Clerk-Treasurer to so notify the Department of Administration on a yearly basis; and

WHEREAS, the Council believes it to be more effective and efficient to authorize the Clerk-Treasurer, on a yearly basis, so notify the Department of Administration to disburse such tax credits directly to the City in each year the City reaches the monetary credit payment threshold as set out in Wis. Stats. §79.10(7m) (cm) 1.a.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The City Clerk-Treasurer is authorized and directed to, on a yearly basis; notify the State Department of Administration to disburse lottery tax credits, school tax credits and other such credits, directly to the City in each year the City reaches the monetary credit payment threshold as set out in Wis. Stats. §79.10(7m) (cm) 1.a.

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.

Resolution #14-09
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of
February, 2014.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Shana L. Defnet, Clerk-Treasurer

Ayes: 8

Nays: 0

Attachment: Res. 14-09 (6692 : Ord #18-05 Creating 13-4.1 DPMC Notifying WI to Distribute State Property Tax Credits Directly to DP)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #18-06, Amending Section 9-1 De Pere Municipal Code (Non-Discrimination in Housing, Public Accommodation and Employment) by Incorporating Statutory Language Pertaining to Public Accommodations

ATTACHMENTS:

- Ord18-06 (DOCX)
- Mayor CC - Non-discrimination clarifications (DOCX)
- Non-Discrimination Revisions - red lined (2) (DOCX)

ORDINANCE #18-06

AMENDING SECTION 9-1 DE PERE MUNICIPAL CODE (NON-DISCRIMINATION IN HOUSING, PUBLIC ACCOMMODATION AND EMPLOYMENT) BY INCORPORATING STATUTORY LANGUAGE PERTAINING TO PUBLIC ACCOMODATIONS

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

SECTION 1. Section 9-1(b), *Definitions*, is hereby amended by:

1. Adding the following definitions thereto in alphabetical order:

Adult means a person aged 18 years and older.

Lodging establishment means any of the following:

- (1) A bed and breakfast establishment, as defined in Wis. Stats. § 97.01 (1g).
- (2) A hotel, as defined in Wis. Stats. § 97.01 (7).
- (3) A tourist rooming house, as defined in Wis. Stats. § 97.01 (15k).
- (4) A campground.

Service animal means a guide dog, signal dog, or other animal that is individually trained or is being trained to do work or perform tasks for the benefit of a person with a disability, including the work or task of guiding a person with impaired vision, alerting a person with impaired hearing to intruders or sound, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

2. Repealing and replacing the definition of *Place of Public Accommodation* as follows:

Place of public accommodation shall be interpreted broadly to include, but not be limited to, places of business or recreation; lodging establishments; restaurants; taverns; barber, cosmetologist, aesthetician, electrologist, or manicuring establishments; nursing homes; clinics; hospitals; cemeteries; and any physical location in the city where accommodations, amusement, goods or services are provided either free or for a consideration. A place of public accommodation does not include:

- (1) any institution or club which by its nature is distinctly private;
- (2) A place where a bona fide private, nonprofit organization or institution provides accommodations, amusement, goods or services during an event in which the organization or institution provides the accommodations, amusement, goods or services to the following individuals only:
 - (a) Members of the organization or institution.
 - (b) Guests named by members of the organization or institution.
 - (c) Guests named by the organization or institution.

SECTION 2. Section 9-1(e), *Discrimination in Public Accommodations Prohibited*, is repealed and recreated as follows:

It shall be unlawful for a business establishment or place of public accommodation to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations wholly or partially for a discriminatory reason.

(1) No person may do any of the following:

- (A)** Deny to another or charge another a higher price than the regular rate for the full and equal enjoyment of any public place of accommodation or amusement because of any protected class identified herein.
- (B)** Deny to an adult or charge an adult a higher price than the regular rate for the full and equal enjoyment of a lodging establishment because of age, subject to Wis. Stats. §125.07.
- (C)** Give preferential treatment to some classes of persons in providing services or facilities in any public place of accommodation or amusement because of any protected class identified herein other than disability and military service or veteran status.
- (D)** Directly or indirectly publish, circulate, display or mail any written communication which the communicator knows is to the effect that any of the facilities of any public place of accommodation or amusement will be denied to any person by reason of any protected class identified herein or that the patronage of a person is unwelcome, objectionable or unacceptable for any of those reasons.
- (E)** Directly or indirectly publish, circulate, display or mail any written communication which the communicator knows is to the effect that any of the facilities of a lodging establishment will be denied to an adult because of age, subject to Wis. Stats. §125.07.
- (F)** Refuse to furnish or charge another a higher rate for any automobile insurance because of any protected class identified herein other than sex or sexual orientation.
- (G)** Refuse to rent, charge a higher price than the regular rate or give preferential treatment, because of any protected class identified herein other than disability, regarding the use of any private facilities commonly rented to the public.

(2)

(A) Subject to paragraphs (B), (C) and (D), no person may do any of the following:

1. Refuse to permit entrance into, or use of, or otherwise deny the full and equal enjoyment of any public place of accommodation or amusement to a person with a disability or to a service animal trainer because the person with a disability or the trainer is accompanied by a service animal.
2. Charge a person with a disability or a service animal trainer a higher price than the regular rate, including a deposit or surcharge, for the full and equal enjoyment of any public place of accommodation or amusement because the person with a disability or the trainer is accompanied by a service animal.
3. Directly or indirectly publish, circulate, display, or mail any written communication that the communicator knows is to the effect that entrance into, or use of, or the full and equal enjoyment of any of the facilities of the public place of accommodation or amusement will be denied to a person with a disability or a service animal trainer because the person with a disability or the trainer is accompanied by a service animal or that the patronage of a person with a disability or a service animal trainer is unwelcome, objectionable, or unacceptable because the person with a disability or the trainer is accompanied by a service animal.

(B) The prohibitions specified in paragraph (A) apply to a service animal trainer only if the animal accompanying the service animal trainer is wearing a harness or a leash and special cape. Paragraph (A) does not prohibit a person who is accompanied by an animal from being asked whether the animal is a service animal that is required because of a disability or is an animal that is being trained to be a service animal and does not prohibit a service animal trainer from being required to produce a certification or other credential issued by a school for training service animals that the animal is being trained to be a service animal. Paragraph (A) prohibits a person with a disability from being required to produce documentation of his or her disability or a certification or other credential that the animal is trained as or is being trained to be a service animal.

(C) A person may exclude a service animal from a public place of accommodation or amusement if accommodation of the service animal would result in a fundamental alteration in the nature of the accommodations, amusement, goods, or services provided or would jeopardize the safe operation of the public place of accommodation or amusement. If a service animal must be separated from the person whom the service animal is accompanying, it is the responsibility of that person to arrange for the care and supervision of the service animal during the period of separation.

(D) A public place of accommodation or amusement shall modify its policies, practices, and procedures to permit the full and equal enjoyment of the public place of

accommodation or amusement by a person with a disability or a service animal trainer who is accompanied by a service animal. Those policies, practices, and procedures shall ensure that a person with a disability or a service animal trainer who is accompanied by a service animal is not separated from the service animal, that the service animal is permitted to accompany the person with a disability or the service animal trainer to all areas of the public place of accommodation or amusement that are open to the general public, and that the person with a disability or the service animal trainer is not segregated from other patrons of the public place of accommodation or amusement.

(3) Nothing in this subsection prohibits separate dormitories at higher educational institutions or separate public toilets, showers, saunas and dressing rooms for persons of different sexes.

(4) Nothing in this subsection prohibits separate treatment of persons based on sex with regard to public toilets, showers, saunas and dressing rooms for persons of different sexes.

(5) Nothing in this subsection prohibits a domestic abuse services organization, as defined in Wis. Stats. §995.67(1) (b), from providing separate shelter facilities, private home shelter care, advocacy, counseling or other care, treatment or services for persons of different sexes or from providing for separate treatment of persons based on sex with regard to the provision of shelter facilities, private home shelter care, advocacy, counseling or other care, treatment or services for persons of different sexes.

(6) Nothing in this section prohibits a fitness center whose services or facilities are intended for the exclusive use of persons of the same sex from providing the use of those services or facilities exclusively to persons of that sex, from denying the use of those services or facilities to persons of the opposite sex, or from directly or indirectly publishing, circulating, displaying, or mailing any written communication to the effect that the use of those services or facilities will be provided exclusively to persons of the same sex and will be denied to persons of the opposite sex.

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

SECTION 4: It is hereby declared to be the intention of the City Council that the several provisions of this ordinance are separable. If any court of competent jurisdiction shall adjudge any provision of this ordinance to be invalid, such judgment shall not affect any other provisions of this ordinance not specifically included in said judgment.

SECTION 5: This ordinance shall take effect on March 1, 2018.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of
February, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: 03/01/2018

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Common Council
 From: Judith Schmidt-Lehman, City Attorney
 RE: Proposed Clarifications for Non-Discrimination Ordinance (§9-1, De Pere
 Municipal Code)
 Date: February 21, 2018

Since the Non-Discrimination Ordinance was adopted on November 17, 2017, I have spent a great deal of time thinking about suggesting language clarifications for this ordinance in order to attempt to address the concerns of vagueness expressed during the November debate on passage of this ordinance.

I am recommending that the city's ordinance be amended to include definitions and language directly from the state public accommodations law to flesh out those areas of the ordinance that caused people the most concern. These changes will not affect the impact of the ordinance; however they will provide guidance in the text of the ordinance that was absent in its original form.

Attached you will find a "red-lined" version of the suggested revisions. As noted above, the sum of the red-lining comes solely from state law definitions and conduct regulations found in the public accommodations law (Wis. Stats. §106.52).

If you have any questions or concerns regarding these revisions, feel free to call me at 339-4042 at your convenience.

JSL

Section 9-1, *Non-Discrimination in Housing, Public Accommodation and Employment*

Sec. 9-1.

(a) Policy and Intent.

A vibrant, productive and economically successful city is made possible by the talents, contributions and well-being of its diverse residents. It is the policy of the City of De Pere that equal rights and equal opportunity within the context of the larger commercial and social fabric of the De Pere community are promoted.

Provision for adequate safeguards against discrimination is a proper and necessary function of city government. To protect the health, safety and general welfare of all inhabitants of the city, and all persons employed and living within the city, it is declared to be the public policy of this city to foster and enforce to the fullest extent of the law equal opportunity employment, housing and public accommodations without regard to actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, military service or veteran status, person with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

Where applicable, this chapter shall be interpreted and applied consistently with the provisions of Title VII of the Civil Rights Act of 1968, 42 U.S.C. sections 2000a, et seq., 42 U.S.C. sections 3601, et seq., 24 C.F.R. sections 100, et seq., and ss. 66.1011, 106.50, 106.52 and 111.31, Wis. Stats., and any successor provisions of state and federal law.

(b) Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult means a person aged 18 years and older.

Age means being age 40 or older.

Ancestry means the country, nation, tribe or other identifiable group from which one descends.

Color means color of skin.

Committee means the City Finance/Personnel Licensing Committee.

Disability means, with respect to a person, any of the following:

- (1) A physical or mental impairment which substantially limits one or more of the person's major life activity.

- (2) A record of having impairment.
- (3) Being perceived as having impairment.
- (4) This term does not include current, illegal use of or addiction to a controlled substance. The behavioral manifestations of a mental disability may be taken into consideration in determining whether or not the applicant is qualified.

Discriminate, discrimination or discriminatory shall mean any intentional act, policy, advertisement or practice which has the effect of subjecting any person to differential treatment as a result of that person's actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, military service or veteran status, race, religion, color, persons with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

Dwelling means any building, structure or portion thereof which is occupied as or designed or intended for occupancy as a residence by one (1) or more families, and vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Employee shall mean any individual employed or seeking employment from an employer.

Employer shall mean any person who, for compensation, regularly employs five or more individuals, not including the employer's parents, spouse or children. For purposes of [this ordinance] an "employer" is also any person acting on behalf of an employer, directly or indirectly, or any employment agency.

Gender identity and/or gender expression means a person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.

Family includes one or more natural person.

Family status means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person's household regardless of the person's marital status:

- (1) A person is pregnant.
- (2) A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.
- (3) A person's household includes one (1) or more minor or adult relatives.
- (4) A person's household includes one (1) or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.
- (5) A person's household includes one (1) or more adults or minor children placed in his or her care under a court order, under guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child, or adopted person.

Lodging establishment means any of the following:

- (1) A bed and breakfast establishment, as defined in Wis. Stats. § 97.01 (1g).

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(2) A hotel, as defined in Wis. Stats. § 97.01 (7).

(3) A tourist rooming house, as defined in Wis. Stats. § 97.01 (15k).

(4) A campground.

Marital Status means the status of being married, single, divorced, separated or widowed.

Military Service or Veteran Status means current or former service in the U.S. armed forces, the state defense force, the national guard of any state, or any other reserve component of the U.S. armed forces.

National origin means generally a member of a nation by origin, birth or naturalization or having common origins.

Person shall mean one or more individuals, firms, corporations, partnerships or other organizations, associations or groups of persons however arranged, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

Place of public accommodation shall be interpreted broadly to include, but not be limited to, places of business or recreation; lodging establishments; restaurants; taverns; barber, cosmetologist, aesthetician, electrologist, or manicuring establishments; nursing homes; clinics; hospitals; cemeteries; and any physical location in the city where accommodations, amusement, goods or services are provided either free or for a consideration.~~mean all establishments within the City of De Pere which offers goods, services, accommodations and entertainment to the public.~~ A place of public accommodation does not include:

(1) -any institution or club which by its nature is distinctly private;-

(2) A place where a bona fide private, nonprofit organization or institution provides accommodations, amusement, goods or services during an event in which the organization or institution provides the accommodations, amusement, goods or services to the following individuals only:

(a) Members of the organization or institution.

(b) Guests named by members of the organization or institution.

(c) Guests named by the organization or institution.

Protected classes are defined as:

(1) **Age.** Persons 40 years of age or older.

(2) **Color.** A person's skin color.

(3) **Disability/Handicap.** A physical or mental impairment that substantially limits one or more major life activities.

(4) **Domestic Abuse, Sexual Assault and Stalking Victims.** Persons who have been or are victims of domestic abuse, sexual assault or stalking.

(5) **Family Status.** Household composition, including the presence of children.

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- (6) **Gender Identity and/or Gender Expression.** A person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.
- (7) **Lawful Source of Income.** A person's legal means of income, including such subsidized forms as Social Security, food stamps, unemployment compensation, etc.
- (8) **Marital Status.** Married, unmarried, single, divorced, widowed or separated.
- (9) **Military Service or Veteran Status.** Active or former military service, including retirement or honorable discharge therefrom.
- (10) **National Origin/Ancestry.** The country of one's birth and/or the nationality of one's ancestors.
- (11) **Race.** A person's race or the race of persons with whom one associates.
- (12) **Religion.** A person's religious beliefs or denominational affiliation.
- (13) **Sex.** A person's sex, including sexual harassment or intimidation.
- (14) **Sexual Orientation.** Individuals identified as heterosexual, gay, lesbian, bisexual or any sexual orientation identity.

Race means generally a member of a group united or classified together on the basis of common history, nationality or geography.

Religion or creed means a system of religious beliefs including moral or ethical beliefs about right and wrong that are sincerely held with the strength of traditional religious views.

Service animal means a guide dog, signal dog, or other animal that is individually trained or is being trained to do work or perform tasks for the benefit of a person with a disability, including the work or task of guiding a person with impaired vision, alerting a person with impaired hearing to intruders or sound, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Sex/gender means being female or male.

Sexual Orientation means a person's actual or perceived heterosexuality, homosexuality, asexuality, or bisexuality.

To rent includes to lease, to sublease, to let and to otherwise grant for consideration the right to occupy premises not owned by the occupant.

(c) **Discrimination in Housing Prohibited.**

- (1) Subject to other provisions of this article, no person may discriminate in the rental of housing, procurement of property owner's insurance or commit any sale or discriminatory housing practice against a person on the basis of actual or perceived: age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, color, military service or veteran status, person

with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

(2) ***Discriminatory housing practice*** means:

- (A) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of any basis listed in this chapter.
- (B) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of any basis listed in this chapter.
- (C) To make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale, financing or rental of a dwelling that indicates any preference, limitation or discrimination because of any basis listed in this chapter or an intention to make such preference, limitation or discrimination.
- (D) To represent to any person because of any basis listed in this chapter that any dwelling is not available for inspection, sale or rental when such dwelling is, in fact, so available.
- (E) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of persons of a particular economic status or a member of a protected class as set forth in this chapter or by representations to the effect that such present or prospective entry will or may result in any of the following:
 - i. The lowering of real estate values in the area concerned.
 - ii. A deterioration in the character of the area concerned.
 - iii. An increase in criminal or antisocial behavior in the area concerned.
 - iv. A decline in the quality of the schools or other public service facilities in the area.
- (F) For any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part of the making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or to discriminate against such person in the fixing of the amount, interest, rate, duration or other terms or conditions of such loan or other financial assistance, because of any basis listed in this chapter applicable to such person or to any associated person in connection with such loan or financial assistance, or of the present or prospective owners, lessees, tenants or occupants of the dwelling in relation to which such loan or other financial assistance is given.
- (G) By advertising in a manner that indicates discrimination by a preference or limitation based upon the classes of persons protected by this chapter.
- (H) For a person in the business of insuring against hazards, by refusing to enter into, or to do so by exacting terms, conditions or privileges with respect to a contract of insurance against hazards to a dwelling based upon the classifications of persons protected by this chapter.

- (3) ***Discrimination against victims of domestic abuse prohibited.*** A person may not evict a tenant or refuse to rent or lease residential property based on the fact that a tenant or prospective tenant or a member of the tenant's or prospective tenant's household has been or may be the victim of domestic abuse, as defined in §813.12(1)(a), Wis. Stats., or has been a victim of a crime prohibited by Chapter 948, Wis. Stats.
- (4) ***Discrimination against persons with disabilities prohibited.*** For the purposes of this section, "discrimination" includes but is not limited to:
- (A) A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications may be necessary to afford the person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
 - (B) A refusal to make reasonable accommodation in rules, policies, practices or services, when the accommodations may be necessary to afford the person equal opportunity to use and enjoy a dwelling.
 - (C) In connection with the design and construction of covered multi-family dwellings for first occupancy after March 31, 1991, a failure to design and construct the dwelling in a manner that the public use and common use areas of the dwelling are easily accessible to and useable by disabled persons; or, a failure to comply with the appropriate requirements providing accessibility and usability for physically disabled people as set forth within, or adopted by, this code including the American National Standard for buildings and facilities requirements.
- (5) ***Animals assisting persons with disabilities.***
- (A) If an individual's vision, hearing or mobility is impaired, it is discrimination for a person to refuse to rent or sell housing to the individual, cause the eviction of the individual from housing, require extra compensation from an individual as a condition of continued residence in housing or engage in the harassment of the individual because he or she keeps an animal that is specially trained to lead or assist the individual with impaired vision, hearing or mobility if all of the following apply:
 - i. Upon request, the individual shows to the lessor, seller or representative of the condominium association credentials issued by a school recognized by the department as accredited to train animals for individuals with impaired vision, hearing or mobility.
 - ii. The individual accepts liability for sanitation with respect to, and damage to the premises caused by, the animal.
 - (B) Subdivision (A) does not apply in the case of the rental of owner-occupied housing if the owner or a member of his or her immediate family occupying the housing

possesses and, upon request, presents to the individual a certificate signed by a physician which states that the owner or family member is allergic to the type of animal the individual possesses.

(d) Discrimination in Employment Prohibited

With regard to employment, it shall be unlawful for any employers or labor organizations, to engage in any of the following acts, wholly or partially for a discriminatory reason:

- (1) To discriminate against any individual, with respect to failure to hire, refusal to hire, discharge, compensation, terms, conditions, or privileges of employment, including promotion; however nothing in this subsection shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
- (2) To limit, segregate, or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee; or
- (3) To fail or refuse to refer for employment, or to give negative information to a potential employer of any individual, in such a manner that would deprive or limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as an applicant or prospective employee.

(e) Discrimination in Public Accommodations Prohibited

It shall be unlawful for a business establishment or place of public accommodation to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations wholly or partially for a discriminatory reason.

(1) No person may do any of the following:

(A) Deny to another or charge another a higher price than the regular rate for the full and equal enjoyment of any public place of accommodation or amusement because of any protected class identified herein.

(B) Deny to an adult or charge an adult a higher price than the regular rate for the full and equal enjoyment of a lodging establishment because of age, subject to Wis. Stats. §125.07

(C) Give preferential treatment to some classes of persons in providing services or facilities in any public place of accommodation or amusement because of any protected class identified herein other than disability and military service or veteran status.

(D) Directly or indirectly publish, circulate, display or mail any written communication which the communicator knows is to the effect that any of the facilities of any public place of accommodation or amusement will be denied to any person by reason of any protected class identified herein or that the patronage of a person is unwelcome, objectionable or unacceptable for any of those reasons.

- (E) Directly or indirectly publish, circulate, display or mail any written communication which the communicator knows is to the effect that any of the facilities of a lodging establishment will be denied to an adult because of age, subject to Wis. Stats. §125.07.
- (F) Refuse to furnish or charge another a higher rate for any automobile insurance because of any protected class identified herein other than sex or sexual orientation.
- (G) Refuse to rent, charge a higher price than the regular rate or give preferential treatment, because of any protected class identified herein other than disability, regarding the use of any private facilities commonly rented to the public.

(2)

(A) Subject to paragraphs (B), (C) and (D), no person may do any of the following:

1. Refuse to permit entrance into, or use of, or otherwise deny the full and equal enjoyment of any public place of accommodation or amusement to a person with a disability or to a service animal trainer because the person with a disability or the trainer is accompanied by a service animal.
2. Charge a person with a disability or a service animal trainer a higher price than the regular rate, including a deposit or surcharge, for the full and equal enjoyment of any public place of accommodation or amusement because the person with a disability or the trainer is accompanied by a service animal.
3. Directly or indirectly publish, circulate, display, or mail any written communication that the communicator knows is to the effect that entrance into, or use of, or the full and equal enjoyment of any of the facilities of the public place of accommodation or amusement will be denied to a person with a disability or a service animal trainer because the person with a disability or the trainer is accompanied by a service animal or that the patronage of a person with a disability or a service animal trainer is unwelcome, objectionable, or unacceptable because the person with a disability or the trainer is accompanied by a service animal.

(B) The prohibitions specified in paragraph (A) apply to a service animal trainer only if the animal accompanying the service animal trainer is wearing a harness or a leash and special cape. Paragraph (A) does not prohibit a person who is accompanied by an animal from being asked whether the animal is a service animal that is required because of a disability or is an animal that is being trained to be a service animal and does not prohibit a service animal trainer from being required to produce a certification or other credential issued by a school for training service animals that the animal is being trained to be a service animal. Paragraph (A) prohibits a person with a disability from being required to produce documentation of his or her disability or a certification or other credential that the animal is trained as or is being trained to be a service animal.

(C) A person may exclude a service animal from a public place of accommodation or amusement if accommodation of the service animal would result in a fundamental alteration in the nature of the accommodations, amusement, goods, or services provided or would jeopardize the safe operation of the public place of accommodation or

amusement. If a service animal must be separated from the person whom the service animal is accompanying, it is the responsibility of that person to arrange for the care and supervision of the service animal during the period of separation.

(D) A public place of accommodation or amusement shall modify its policies, practices, and procedures to permit the full and equal enjoyment of the public place of accommodation or amusement by a person with a disability or a service animal trainer who is accompanied by a service animal. Those policies, practices, and procedures shall ensure that a person with a disability or a service animal trainer who is accompanied by a service animal is not separated from the service animal, that the service animal is permitted to accompany the person with a disability or the service animal trainer to all areas of the public place of accommodation or amusement that are open to the general public, and that the person with a disability or the service animal trainer is not segregated from other patrons of the public place of accommodation or amusement.

(3) Nothing in this subsection prohibits separate dormitories at higher educational institutions or separate public toilets, showers, saunas and dressing rooms for persons of different sexes.

(4) Nothing in this subsection prohibits separate treatment of persons based on sex with regard to public toilets, showers, saunas and dressing rooms for persons of different sexes.

(5) Nothing in this subsection prohibits a domestic abuse services organization, as defined in Wis. Stats. §995.67(1) (b), from providing separate shelter facilities, private home shelter care, advocacy, counseling or other care, treatment or services for persons of different sexes or from providing for separate treatment of persons based on sex with regard to the provision of shelter facilities, private home shelter care, advocacy, counseling or other care, treatment or services for persons of different sexes.

(6) Nothing in this section prohibits a fitness center whose services or facilities are intended for the exclusive use of persons of the same sex from providing the use of those services or facilities exclusively to persons of that sex, from denying the use of those services or facilities to persons of the opposite sex, or from directly or indirectly publishing, circulating, displaying, or mailing any written communication to the effect that the use of those services or facilities will be provided exclusively to persons of the same sex and will be denied to persons of the opposite sex.

(f) Exceptions.

(1) Nothing in this chapter shall prohibit:

(A) A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons.

- (B) A private club, not in fact open to the public, which as incident to its primary purpose provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
 - (C) Discrimination on the basis of age or persons with disability in relation to housing designed to meet the needs of the elderly or persons with disabilities.
- (2) With the exception of prohibitions against discriminatory advertising and statements, this chapter shall not apply to:
- (A) An owner-occupied building containing no more than four units when the units are being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwellings.
 - (B) A single-family residence if it is rented or sold by an owner who does not own more than three such single-family residences at any one time and; provided that in the case of the sale of any such single-family residence by a private individual owner not residing in the house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within a twenty-four (24) month period and; provided any such single-family residence is being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwelling.

(g) Enforcement.

- (1) Any person who claims to have been aggrieved or injured under this ordinance may file a written complaint with the City Administrator (or authorized designee), setting forth therein the details, including location of property, names, dates, witnesses, and other factual matters. All such complaints shall be signed by the complainant. Such complaints shall be filed within 300 days after the alleged violation of this ordinance.
- (2) The City Administrator shall provide a copy of a timely-filed complaint to the City Attorney for review and jurisdictional determination.
- (3) The City Administrator may receive and provide resolution to complaints on a voluntary, informal dispute resolution basis, may adopt rules, policies and regulations, and involve City staff as deemed appropriate and consistent with this ordinance and the laws of this state to carry out the policy and provisions of this ordinance and the powers and duties of the City Administrator.
- (4) Any complaint not voluntarily resolved through an informal dispute resolution process shall be forwarded to the City Attorney's Office for an ordinance enforcement determination.

(h) Jurisdiction.

- (1) The City shall not exercise jurisdiction over any complaint that sets forth or states any facts or allegations that are subject matter within the jurisdiction of any state or federal

Page 11 of 11

agency, including but not limited to the U.S. Equal Employment Opportunity Commission or the State of Wisconsin, Department of Workforce Development, regardless of whether the complainant has chosen to file with that said agency or not. If it appears that the City does not have jurisdiction over a filed complaint, the complainant shall be referred to the appropriate state or federal enforcement agency.

- (2) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system based on age such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this ordinance.
- (3) Nothing contained in this ordinance shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification, a bona fide physical requirement, or, as to a religious or denominational institution, based upon a preference for applicants of the same religion or denomination.

(i) Penalty for violation of Chapter.

Penalty for violation of chapter. Any person who violates any provision of this chapter shall be subject to a municipal ordinance forfeiture in such amount as determined by resolution of the common council. Each such violation shall constitute a separate offense.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #18-07, Creating Section 13-15 De Pere Municipal Code Enacting a Motor Vehicle Registration Fee.

After much consideration, the Board of Public Works at the February 12, 2018 meeting, did not take action on this item but sent it on to Common Council for consideration.

As approved as part of the 2018 budget, the Council approved a new revenue source for the creation of a "Local Vehicle Registration Fee".

As previously discussed, the Council needs to create a vehicle registration fee ordinance in order to implement the vehicle registration fee. The Wisconsin Department of Transportation will then require notification of at least 90 days prior to the first day of the month in which the ordinance is effective. I have attached the proposed ordinance for consideration.

I have also attached a memo that was emailed to Council on 9/27/17 for consideration as part of the 2018 budget process that has additional information regarding the proposed local vehicle registration fee.

If you have any questions please let me know.

ATTACHMENTS:

- Ord18-07 (DOCX)
- Local Vehicle Registration Fee Memo - 9-18-17 (DOC)

ORDINANCE #18-07
CREATING SECTION 13-15 DE PERE MUNICIPAL CODE
ENACTING A MOTOR VEHICLE REGISTRATION FEE

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

SECTION 1: Section 13-15 *Motor Vehicle Registration Fee*, is hereby created as follows:

- (a) Purpose and authority. The purpose of this section is to provide the City of De Pere a source of revenue to be used to assist in the costs of repair and reconstruction of existing sidewalk and street improvements. This section is adopted pursuant to the authority granted under Wis. Stats. §341.35, as may be amended from time to time.

- (b) Definitions.

Motor vehicle means an automobile or motor truck registered under Wis. Stats. §341.25(1) at a gross weight of not more than 8,000 lbs.

- (c) Imposition of motor vehicle registration fee.

1. Pursuant to Wis. Stats. §341.35, an annual flat city registration fee as set forth herein, in the amount of twenty dollars (\$20.00) is hereby imposed on all motor vehicles registered in the state of Wisconsin that are customarily kept in the city of De Pere.
2. This fee shall be paid by the registration applicant at the time that the motor vehicle is first registered and at each time of registration renewal.
3. The City registration fee shall be paid as provided in Wis. Stats. §341.35(5).
4. The City registration fee shall be in addition to the State registration fees.

- (d) Administrative costs.

The Wisconsin Department of Transportation shall retain a portion of monies collected equal to the actual administrative costs related to the collection of these fees. As provided in Wis. Stats. §341.35, the method for computing the administrative costs will be reviewed annually by the Wisconsin Department of Transportation.

- (e) Exemptions. The following motor vehicles are exempt from the annual city vehicle registration fee:

1. All vehicles exempted by Wisconsin Statutes Chapter 341 from payment of a state vehicle registration fee.
2. All vehicles registered by the State of Wisconsin under Wis. Stats. §341.26 for a fee of five dollars (\$5.00).

3. No City vehicle registration fee may be imposed on a motor vehicle which is a replacement for a motor vehicle for which a current City vehicle registration fee has been paid.

(f) Deposit of fee revenues.

All monies under the applicable statute and this chapter remitted to the City by the Wisconsin Department of Transportation or other applicable agency shall be deposited into the City's general fund and be used solely assist in the costs of repair and reconstruction of existing sidewalk and street improvements.

SECTION 2: The Clerk-Treasurer is hereby directed to notify the Wisconsin Department of Transportation of the enactment of this ordinance as required under Trans 126 Wis. Admin. Code.

SECTION 4: This ordinance shall take effect July 1, 2018.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of February, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Larry Delo, City Administrator
Joe Zegers, Finance Director
From: Scott J. Thoresen, Director of Public Works
Date: September 18, 2017
Subject: Local Vehicle Registration Fee

A revenue source to be considered for the 2018 budget would be the creation of a “Local Vehicle Registration Fee”. The State of Wisconsin allows a municipality to create an ordinance imposing a local vehicle registration fee for automobiles or trucks registered under 8,000 lbs. gross vehicle weight. The revenue from the local vehicle registration fee must be used for all transportation related purposes such as street construction and maintenance, sidewalk construction and maintenance, snow plowing, street lighting, traffic signals, street signs, and pavement markings. Currently, state law does not specify the amount to be collected. At this time according to the Wisconsin Department of Transportation (WisDOT) website the following counties and municipalities have established this fee:

- Chippewa County = \$10 – Started January 2015
- Iowa County = \$20 – Started February 2015
- Marathon County = \$25 – Started December 2016
- Milwaukee County = \$30 beginning for March 2017 registrations
- St. Croix County = \$10 – Started January 2008
- City of Appleton = \$20 – Started February 2015
- Arena Township = \$20 – Started April 2015
- City of Beloit = \$20 – Started April 1986
- Village of Eden = \$20 beginning November 2017 registrations
- Fort Atkinson City = \$20 – Started March 2016
- City of Gillett = \$20 – Started July 2015
- Iron Ridge (Village: \$10)
- City of Janesville = \$10 – Started April 2012.
- Kaukauna = \$10 – Started August 2015
- Lodi = \$20 – Started May 2016
- City of Milton = \$30 beginning for April 2017 registrations
- City of Milwaukee = \$20 – Started December 2008
- City of Platteville = \$20 beginning for April 2017 registrations
- City of Portage = \$20 beginning for April 2017 registrations
- Prairie du Sac = \$20 – Started January 2016
- Sheboygan = \$20 – Started February 2016
- Tigerton = \$10 – Started September 2016

WisDOT collects the local vehicle registration fees for the municipality at the time of registration and at each registration renewal. WisDOT does keep an administrative fee of 17 cents per

vehicle application and sends the remaining monies to the municipality on a monthly basis. The monies received by the City go into the City's general fund.

Information on the WisDOT website shows the City currently has approximately 30,000 vehicles that would qualify for the local vehicle registration fee. I believe this number is high because of the surrounding areas that have a 54115 zip code. If the local vehicle registration fee is implemented, I would suggest using a lower estimate for the first year of 20,000 vehicles when establishing a rate. In doing so, a fee of \$20 would hope to generate \$400,000 in revenue for the City. Keep in mind the estimate I am using above is based off of collecting the revenue for an entire year.

In order to create a local vehicle registration fee, a municipality must create an ordinance for a municipal motor vehicle registration fee. The ordinance must define the rate and what the revenues generated will be used for. Something to keep in mind when considering this is the fact that WisDOT will require notification at least 90 days prior to the first day of the month in which the ordinance is effective.

I would recommend the ordinance be defined for the local vehicle registration fee to fund the following:

- **Eliminate Special Assessments for Sidewalk Repairs:** All properties throughout the City are responsible for all maintenance repairs for the sidewalk fronting their property. Every eight (8) years the City goes through the entire community to inspect all sidewalks. If repairs are necessary, the property is notified and they can either hire someone to fix the sidewalk or have the City repair the sidewalk and assess for the repairs. By eliminating the special assessments, property owners throughout the community would not be responsible for the financial costs to repair sidewalks because it would be covered by the revenue from the local vehicle registration fees. The estimated average annual total costs for the sidewalk program is \$150,000.
- **Reduce Bonding for Street Construction Projects:** All remaining revenues after the annual sidewalk repair program is funded would go to partially fund the City's annual street construction projects. By doing this, it allows the City to reduce bonding for annual construction projects.

If you have any questions please let me know.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Public Works

FROM: Tom Blohowiak

SUBJECT: Resolution #18-10, Authorizing Agreement for Cleaning Services (Fox Cities Janitorial).

The Finance Committee at the February 13, 2018 meeting approved the award of contract for cleaning services at City Hall, the Police Department and the Community Center to Fox City Janitorial in the amount of \$2750.00 per month for all three buildings, for a total of \$33,000.00 for the year.

The City of De Pere requested quotes for a new cleaning contract for City Hall, the Police Department and the Community Center. The requested quote was for a 3 year contract with an optional 2 year extension. The following three quotes were received for consideration. The references for the lowest bidder were checked and the Police Department completed background checks on the prospective employees. Attached is also a copy of the schedule of pricing per month for all three bidders.

VENDER 2018	Community Center	City Hall	Police Department	Total
Fox City Janitorial	\$950.00	\$950.00	\$850.00	\$2750.00
Cleaning Solution Services	\$1348.21	\$1657.49	\$1354.06	\$4360.76
Pro One Janitorial	\$1515.00	\$3,335.00	\$1595.00	\$6445.00

VENDER 2019	Community Center	City Hall	Police Department	Total
Fox City Janitorial	\$978.50	\$978.50	\$875.50	\$2832.50
Cleaning Solution Services	\$1376.20	\$1690.63	\$1381.14	\$4447.97
Pro One Janitorial	\$1515.00	\$3,335.00	\$1595.00	\$6445.00

VENDER 2020	Community Center	City Hall	Police Department	Total
Fox City Janitorial	\$1007.86	\$1007.86	\$901.77	\$2917.49
Cleaning Solution Services	\$1403.72	\$1724.44	\$1408.76	\$4536.92
Pro One Janitorial	\$1515.00	\$3,335.00	\$1595.00	\$6445.00

Attached

1. Schedule of prices for Fox City Janitorial
2. Schedule of prices for Cleaning Solution Services (current contractor for PD/City Hall)
3. Schedule of prices for Pro 1 One Janitorial (current Contractor for MSC)

ATTACHMENTS:

- Reso18-10 (DOCX)
- Exhibit 1-Cleaning Services-Fox City Janitorial2-14-18-106-001-02 (PDF)
- Exhibit A-Fox Cities Cleaning Contract (PDF)
- Exhibit B-Fox Cities Cleaning Contract (PDF)
- Exhibit C-Fox Cities Janitorial Cleaning Contract (PDF)
- Exhibit D - Fox City Janitorial Cleaning Proposal (PDF)
- Cleaning Solution Services Proposal (PDF)
- Pro-One Janitorial Cleaning Proposal (PDF)

RESOLUTION #18-10

AUTHORIZING AGREEMENT FOR CLEANING SERVICES
(Fox Cities Janitorial)

WHEREAS, Splendid Cleaning Service, LLC, d/b/a Fox Cities Janitorial is a commercial and institutional contract cleaning company who is willing and capable of performing cleaning services at the City's Community Center, City Hall and Police Department; and

WHEREAS, City wishes to contract with Fox Cities Janitorial for such services and Fox Cities Janitorial desires to perform those services in accordance with the terms and conditions of the Agreement for Cleaning Services attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Finance/Personnel Committee has reviewed such proposal and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Cleaning Services (Fox Cities Janitorial) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of February, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

**AGREEMENT FOR CLEANING SERVICES
(Fox Cities Janitorial)**

THIS AGREEMENT is made as of the _____ day of _____, 2018, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Splendid Cleaning Service, LLC, d/b/a Fox Cities Janitorial (“FCJ”).

WHEREAS, FCJ is a commercial and institutional contract cleaning company who is willing and capable of performing cleaning services at the City’s Community Center, City Hall and Police Department; and

WHEREAS, City wishes to contract with FCJ for such services, and FCJ desires to perform those services as more fully set forth below.

NOW, THEREFORE, upon the mutual covenants contained herein, together with such other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This contract period shall commence as of April 1, 2018 and shall end March 31, 2021. The parties may, upon written amendment to this Agreement, renew this Agreement for an additional two (2) years upon the same terms and conditions of this Agreement.
2. FCJ shall assign such employees as are necessary to perform such cleaning services as described in Exhibit A for Community Center, Exhibit B for City Hall and Exhibit C for Police Department. In case of conflict between the provisions of Exhibit A, B and/or C and this Agreement, the terms and conditions of this Agreement shall prevail.
3. FCJ is an independent contractor of City and shall not, at any time, directly or indirectly, act as an agent, or employee of City, nor shall FCJ or its employees make any commitment or incur any liability of behalf of the City of De Pere.

4. All personnel utilized in the services performed under this Agreement shall be employees of FCJ. The City shall not be considered an employer of any such personnel for any reason whatsoever. The City shall not hire any FCJ employee to perform janitorial or similar services during any of the terms of this Agreement and for an additional 180 days thereafter.

5. FCJ shall maintain and carry general liability insurance with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate. Such policy shall contain a provision requiring the insurer to notify City of cancellation or termination and coverage at least 10 days prior to the effective date of the same. Further, FCJ agrees to and does indemnify and hold harmless the City of De Pere, its agents, employees, officials, and officers, from any and all liability, loss, damages, demands, suits, and/or judgments arising out of this Agreement. This indemnification shall include, but is not limited to, attorney fees, costs, or expenses incurred by the City in defense of any demands, suits, or judgments arising from actions arising as a direct and proximate result of the services provided under this Agreement.

6. FCJ shall provide City with a certificate or certificates of insurance indicating all types of insurance policies required hereunder and naming the City of De Pere as an additional insured thereunder for purposes of this Agreement on the general liability policy issued to FCJ.

7. FCJ shall provide all safety measures and equipment necessary for personnel utilized to perform cleaning services, and shall assume all risks incurred in performing services hereunder.

8. FCJ shall furnish all supplies, materials and equipment necessary for its performance hereunder without additional cost to City, with the exception of hand soap and paper product supplies, which City shall provide. City shall designate an area in the City Hall, Community Center and Police Department where FCJ may store its cleaning supplies and

equipment. Said supplies and equipment shall remain the property of FCJ and City shall have no interest in such equipment. FCJ shall also provide a log book for City staff to communicate concerns or special needs with FCJ personnel, and FCJ staff shall reference the log book each day it provides service.

9. FCJ shall provide only competent, qualified, careful and efficient personnel who, subject to Wis. Stats. §111.335, do not have misdemeanor or felony conviction(s), the circumstances of which substantially relate to the cleaning services to be provided hereunder and whose work ethic and practices shall conform with the best and highest applicable standards of the industry. Further, FCJ shall, upon request of City, remove from service under this Agreement, any of its personnel who, in the sole opinion of the City, have engaged in improper conduct or are not otherwise qualified to perform the work assigned to them.

10. FCJ shall provide direct corporate supervision of its employees through a designated representative, who will be available at all reasonable times to report and confer with the City and its agents with respect to the services rendered hereunder.

11. For the first three years of this Agreement (April 1, 2018 – March 31, 2021), City shall pay FCJ the charges for services as listed on the proposal attached as Exhibit D. If the Agreement is renewed upon mutual written agreement for an additional two (2) year period, the rate City shall pay FCJ is as follows:

	Community Center	City Hall	Police Department
April 1, 2021– March 31, 2022	\$1,038.10	\$1,038.10	\$928.82
April 1, 2022 – March 31, 2023	\$1,069.24	\$1,069.24	\$956.68

This Agreement shall supersede any other term or condition in Exhibit D that is in conflict with this Agreement.

12. FCJ shall invoice City monthly for the services provided hereunder in accordance with the pay schedule provided in Exhibit D. Payment by City shall be made within 30 days of invoice.

13. If either party is in default of their obligations under this Agreement, the other party may provide written notice of default. If the default is not cured or resolved within 30 days of the written notice, the non-defaulting party may terminate this Agreement by providing written notice thereof to the other party. The termination shall be effective 15 days after the notice of termination date.

14. Written notice permitted or required hereunder shall be provided via certified mail addressed as follows:

To City:

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

To FCJ:

Fox Cities Janitorial
Attn:
1400 South Van Dyke Road
Appleton, WI 54914

15. FCJ acknowledges that it is a consultant to the City and that, as such, Wis. Stats. §19.36(3) applies to records produced pursuant to this Agreement. Specifically, FCJ acknowledges that records produced pursuant to this Agreement are subject to the public records

law to the extent they would otherwise be if maintained by the City. FCJ agrees that, within 10 business days of a written request from City, it shall forward to City any records held by FCJ that are responsive to the request. Such records shall be in the format requested by City provided that the records are kept and maintained in that format. FCJ further agrees to indemnify the City from all costs City incurs should FCJ fail to comply with these requirements.

16. This Agreement, together with its attachment, is the entire Agreement between the parties. Any revisions hereto, shall be in writing, signed by both parties.

17. In the event of breach of this Agreement, the breaching party agrees to pay all reasonable attorney fees, collection fees and associated costs attributable to enforcing this Agreement.

18. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

19. Neither FCJ nor City shall have the right to assign this Agreement, or any rights or obligations hereunder without the written consent of the other party.

20. Neither FCJ nor City shall be considered in breach or default of its obligations under this Agreement in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond their control and without fault, or negligence, including, but not limited to, acts of God, force majeure, acts of the public enemy, fires, floods, epidemics, quarantines restrictions, strikes, embargos, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays due to such causes. In the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of either FCJ or City, shall be extended for the period of the forced delay as determined in good faith by City.

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

FOX CITIES JANITORIAL

By:

Print Name:

Title:

Print Name:

Title:

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

H:\azills\Agreements\2018\Cleaning Services-Fox Cities Janitorial2-14-18-106-001-02.docx

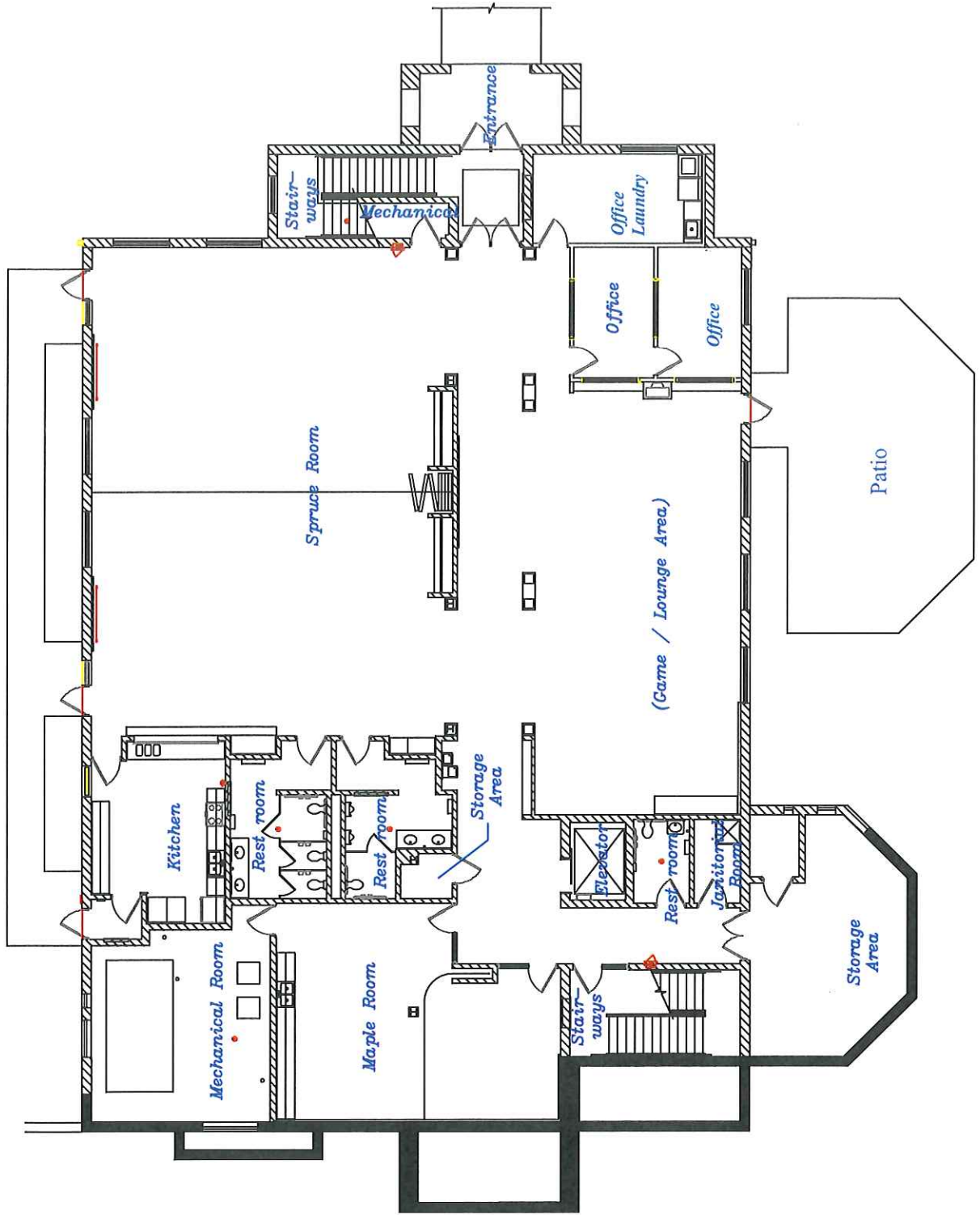
COMMUNITY CENTER

Location	Frequency	Task
Community Center – Upper Offices Pine Rm Hickory Room Oak Room	4 times per week/Monday, Tuesday, Thursday & Friday All cleaning times can be done in the evening or morning after work hours.	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Dust and damp mop all hard flooring and spot clean spills. • Clean and sanitize tables and countertops. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices.
Community Center – Lower Offices Maple Room Spruce Room Lounge Area Office/Laundry Rm.	1 time per week	• Dust off work areas. • All telephones cleaned and sanitized. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and pianos. • Damp wipe with disinfectant – telephones and shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc... • Sweep and mop stairwells and entrances (check daily during winter months). • Vacuum air vents and diffusers. • Sweep veranda. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	Monthly	• High dust and dust Venetian blinds. • Vacuum edges of all floor areas (carpet and • Clean all interior glass (or more if needed).
	1 time per Quarter	• All office furniture, desks, credenzas, shelves, etc, polished.
	1 time per week	• Wipe down chair seats and arm rests. • Damp wipe the inside and outside of microwave.
Restrooms	4 times per week	• Clean and sanitize urinals and toilets inside and out. • Empty all waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work. • Clean and sanitize all sinks, counter tops, plumbing fixtures and changing tables. • Clean and refill all dispensers, toweling, hand soap,

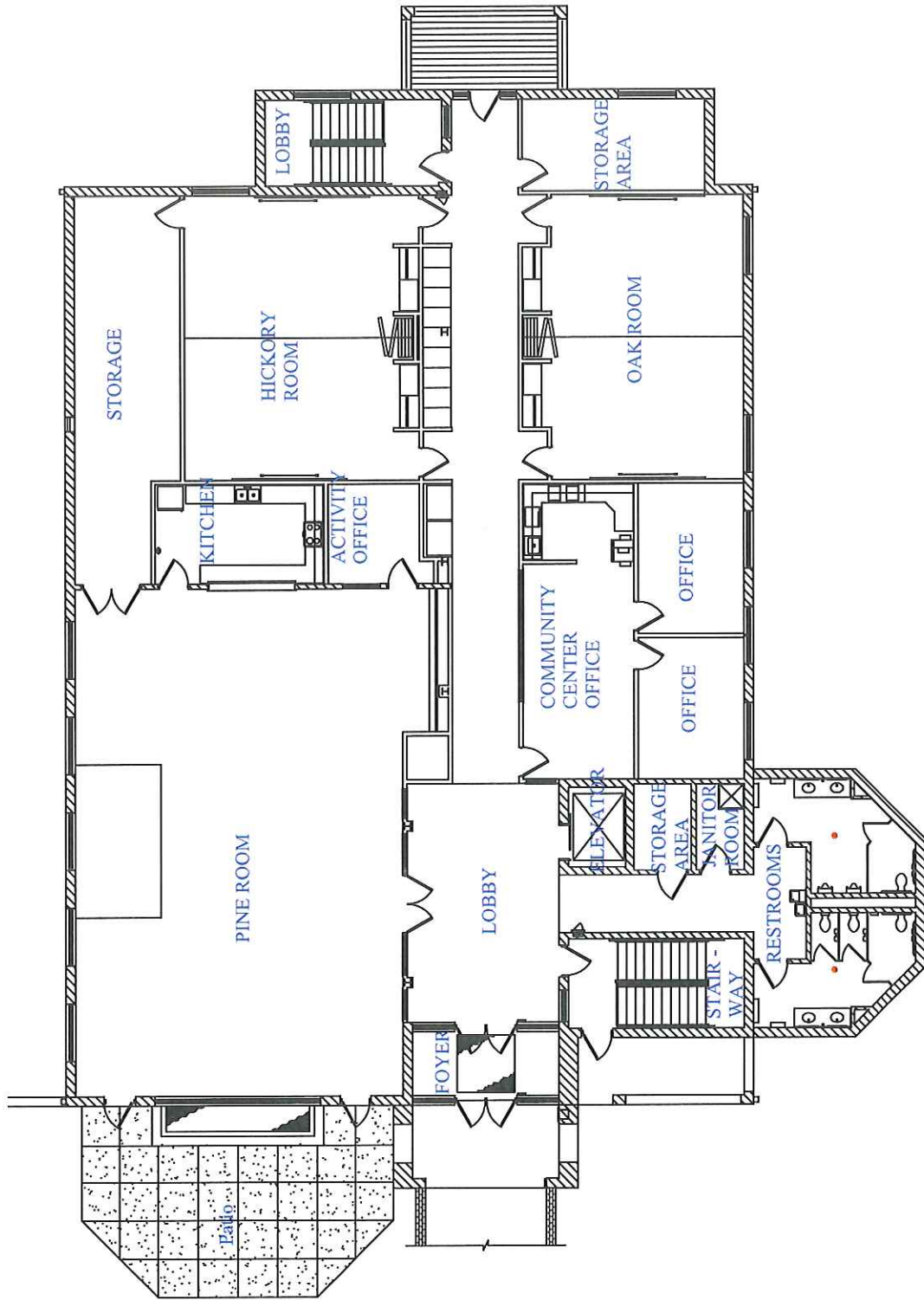
COMMUNITY CENTER

		toilet paper, etc... - Dust and damp mop all tile floors with germicidal cleaner. - Spot clean tile walls and toilet partitions.
	1 time per week	- All restroom partitions washed and cleaned with a germicidal detergent. - Dust light fixtures, dispensers.
Kitchens	4 times per week	- Vacuum walk off mat - Clean and sanitize counter tops - Dust horizontal surfaces - Clean and sanitize sink area - Empty trash containers - Refill all paper and soap dispensers - Sweep and damp mop tile floor
	1 time per week	- Damp wipe outside of refrigerator - Damp wipe inside/outside of microwave - Damp wipe outside of cabinets
Hallways Lobby Areas Stairways	4 times per week	- Clean entry glass of fingerprints and smudges (clean all other interior glass monthly) - Dust mop tile floors - Clean & sanitize drinking fountains - Vacuum walk-off mats
	1 time per week	- Dust sills, ledges, door frames - Vacuum elevator, clean fingerprints and smudges
Floor Maintenance	Upon Request	- Scrub and Re-coat VCT Tile - Strip and Refinish VCT Tile - Scrub/Wash Grouted Lobby Tile - Scrub/Pressure Wash Grouted Restroom Ceramic Tile - Carpet Hot Water Extraction
Upholstery Cleaning	Upon Request	Clean Upholstery
Window Cleaning	Upon Request	Window Cleaning
Emergency Cleaning	Upon Request	Anything outside of the normal cleaning workday.

COMMUNITY CENTER FLOOR PLAN LOWER LEVEL



COMMUNITY CENTER FLOOR PLAN UPPER LEVEL



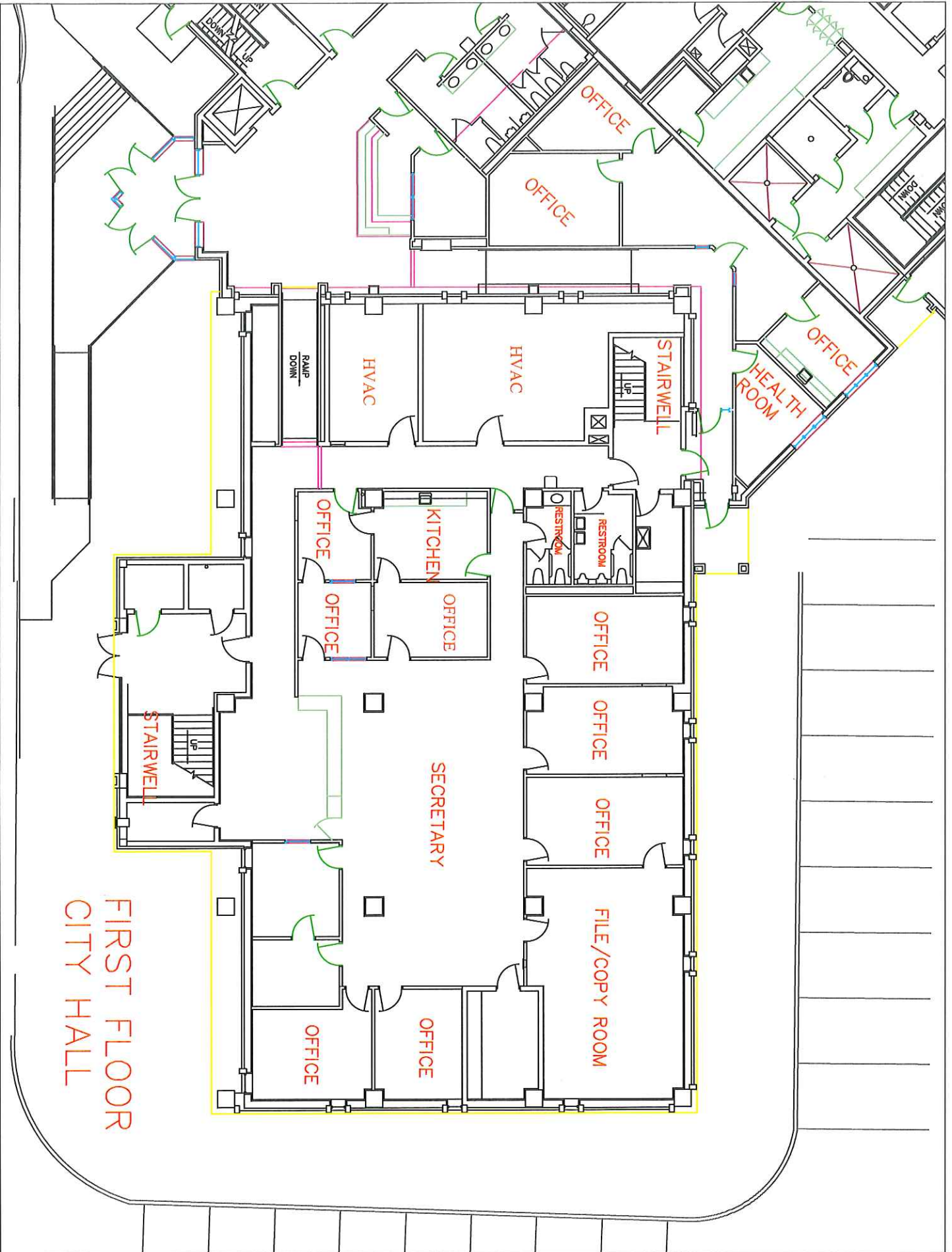
CITY HALL

Location	Frequency	Task
City Hall – First Floor Health Dept Offices Health Dept Health Room Health Dept Reception Area Finance Dept Offices Finance Dept Reception Area Finance Dept Secretary Offices All Entrances Hallways Work Room City Hall - Second Floor Offices Secretary Offices All entrances Conference Rooms Council Chambers Stairwells Hallways	5 Times Per Week	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Sweep and damp mop all hard flooring and spot clean spills. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Dust and clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices.
	1 Time Per Week	• Dust off work areas. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and fixtures. • Damp wipe with disinfectant – telephones, shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc... • Spot clean interior office door glass. • Dust corners and edges for cobwebs. • Sweep and mop stairwells. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	Monthly	• Dust and damp wipe baseboards, kick plates and moldings. • Dust light, light fixtures and ceiling vents. (to exclude fluorescent recessed lighting) • Dust all blinds. • All chrome chairs and table legs cleaned and polished. • Dust and damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting. • Dust all pictures frames. • Vacuum air vents, diffusers and ceiling vents. • Dust light fixtures. • Dust partition ledges and wipe partition walls from fingerprints and smudges. • Dust or damp wipe baseboards and moldings. • Dust or vacuum ceiling vents.

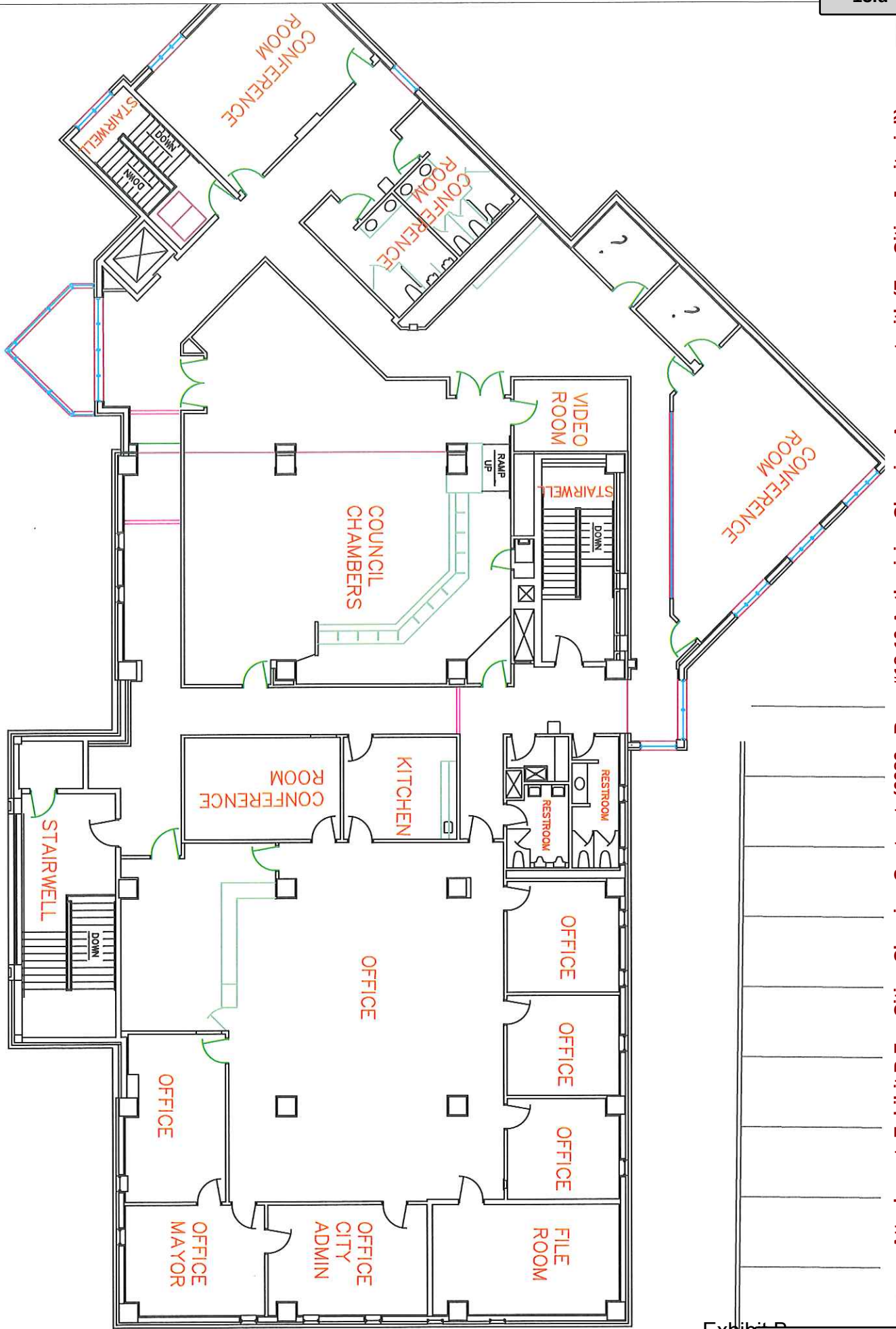
CITY HALL

Health Department – Treatment Room	5 times Per Week	- Sink and counter cleaned and disinfected. - Tables and chairs wiped with sanitizer.
Health Room and traffic ways in Health Department Offices	1 time per year	Steam clean carpets
Kitchen	5 Times Per Week	- Clean and sanitize tables and counter tops. - Clean and sanitize the sink and coffee area. - Refill all paper and soap dispensers. - Sweep and damp mop tile flooring. - Empty and damp wipe trash containers. - Vacuum all carpets including carpet runners.
	1 Time Per Week	- Wipe down chair seats and arm rests. - Damp wipe the inside and outside of microwave.
Restrooms – 1 st Floor Restrooms – 2 nd Floor	5 Times Per Week	- Clean and sanitize urinals and toilets inside and out. - Empty all recycling and waste receptacles, change liners as needed. - Clean and polish all mirrors and bright work. - Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. - Clean and refill all dispensers, toweling, hand soap, toilet paper, etc. - Sweep and damp mop all tile floors with germicidal cleaner. - Spot clean tile walls and toilet partitions.
	1 Time Per Week	All restroom partitions washed and cleaned with a germicidal detergent.
General Office Area Windows Glass Partitions	1 Time Per Month	Inside Partition Glass
	Upon Request*	- Windows, Outside Glass - Windows, Inside Glass
City Hall	2 times per year (Spring/Fall)	Internal and external window cleaning
Floor Maintenance	1 Time Per Week	High Speed Burnish VCT Tile Floors VCT throughout City Hall (1st Floor and 2nd Floor)
	Upon Request*	- Steam clean carpets . - Scrub and recoat VCT. Strip and refinish VCT.
Emergency Cleaning	Upon Request*	Anything outside of the normal cleaning workday.
Closing Instructions	3 Times Per Week	- Clean janitor closet. - Turn off designated lights. (as instructed) - Lock doors and windows. (as instructed) - Lock front gate.

*Any item listed as Upon Request shall not be included in the Request for Proposal of the cleaning for City Hall.



SECOND FLOOR CITY HALL

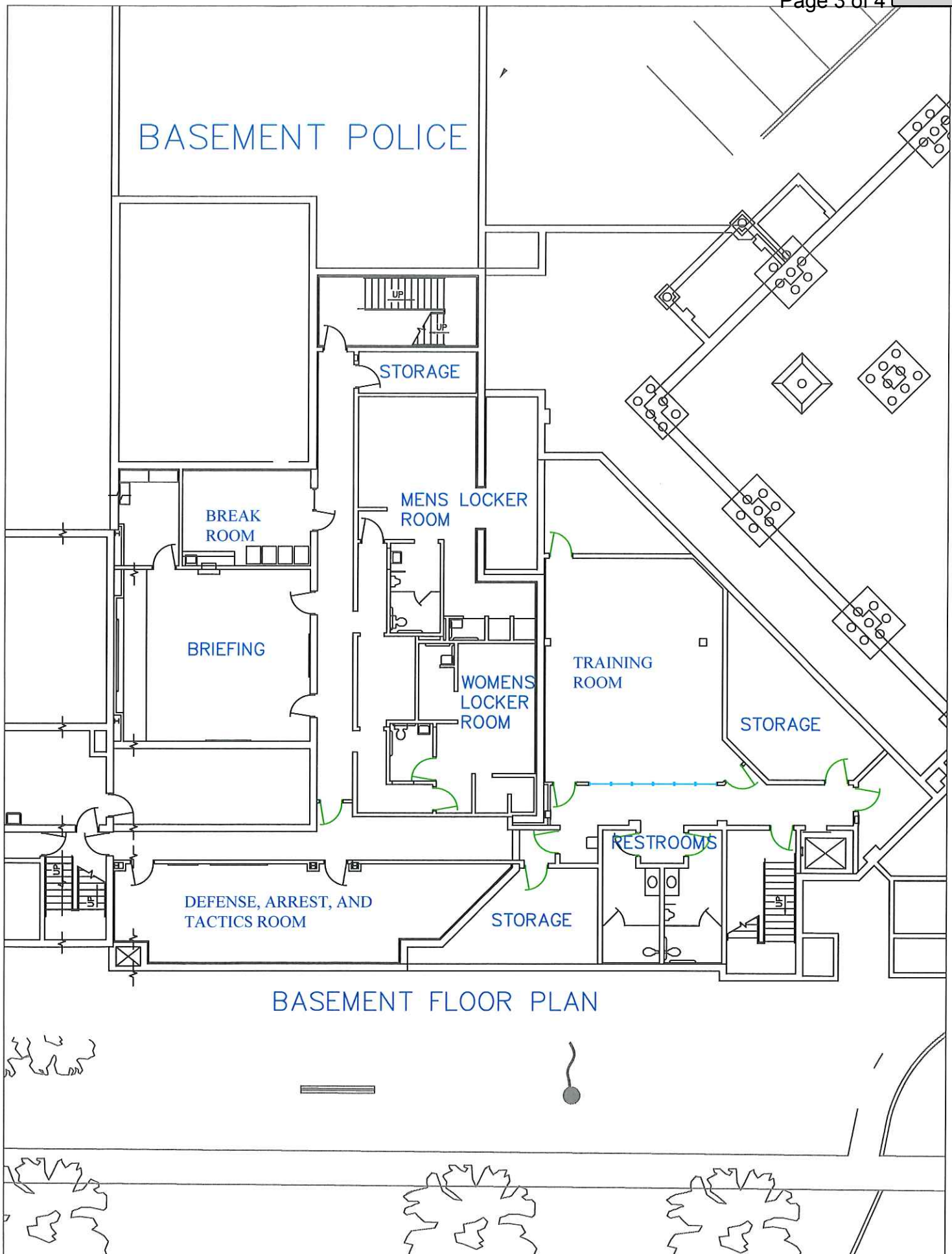


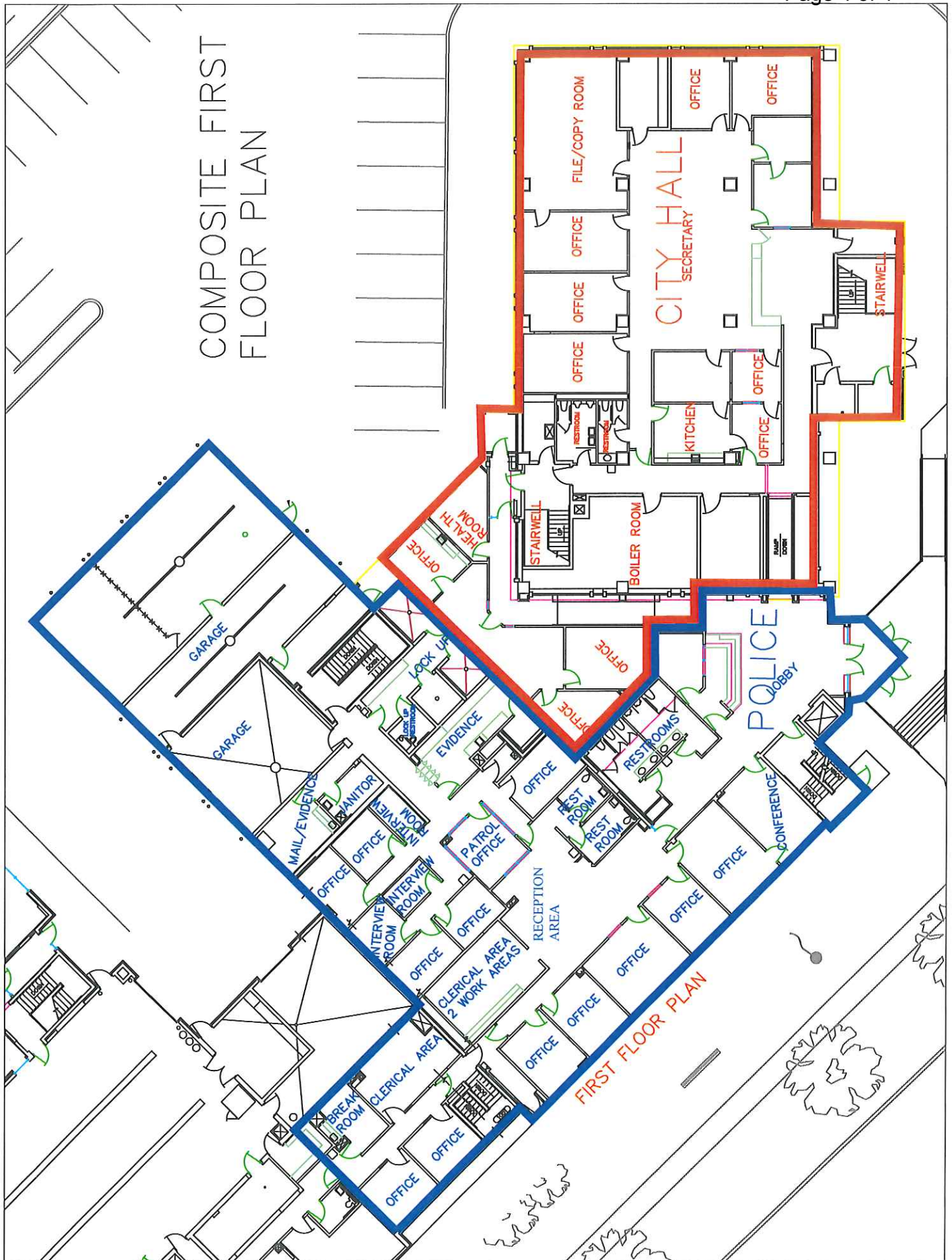
POLICE DEPARTMENT

Location	Frequency	Task
Police Department, Offices, Entrances, Office Area, Clerical Areas, Stairwells, Hallways, Conference Rooms, Interview Rooms, Locker Rooms, Briefing Room,	3 Times Per Week/Monday, Wednesday & Friday	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Sweep and damp mop all hard flooring and spot clean spills. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Dust and clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices.
	1 Time Per Week	• Dust off work areas. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and fixtures.. • Damp wipe with disinfectant – telephones and shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc... • Spot clean interior office door glass. • Dust corners and edges for cobwebs. • Sweep, mop, and vacuum basement area. • Sweep and mop stairwells. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	Monthly	• Dust and damp wipe baseboards, kick plates and moldings. • Dust lights, light fixtures and ceiling vents. (to exclude fluorescent recessed lighting) • Dust all blinds. • All chrome chairs and table legs cleaned and polished. • Dust and damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting. • Dust all pictures frames. • Vacuum air vents, diffusers and ceiling vents. • Dust partition ledges and wipe partition walls from fingerprints and smudges. • Dust or damp wipe baseboards and moldings. • Dust or vacuum ceiling vents.
	1 Time Per Quarter	• All office furniture, desks, credenzas, shelves, etc, polished.
Break Rooms	3 Times Per Week	• Clean and sanitize tables and counter tops. • Clean and sanitize the sink and coffee area. • Refill all paper and soap dispensers. • Sweep and damp mop tile flooring. • Empty and damp wipe trash containers. • Vacuum all carpets including carpet runners.
	1 Time Per Week	• Wipe down chair seats and arm rests. • Damp wipe the inside and outside of microwave.
Restrooms/Police Department Lobby Area	5 Times Per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work.

POLICE DEPARTMENT

		• Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc... • Sweep and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions.
	1 Time Per Week	• All restroom partitions washed and cleaned with a germicidal detergent.
Restrooms/Police Department Office area and Lock-up	3 Times Per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc... • Sweep and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions.
	1 Time Per Week	• All restroom partitions washed and cleaned with a germicidal detergent.
Training Room, and Defense and Arrest Tactics Room	Upon Request	• Sanitize and Wipe Down Equipment/Furniture • Vacuum, empty garbage
Garage, Evidence Room, and Lock Up room	1 Time Per Week	• Empty garbage and recycling containers • Mop/sweep floor as needed
General Office Area/ Windows and Glass Partitions	1 Time Per Quarter, March, June, September, December	• Windows, Outside Glass
	Upon Request	• Windows, Inside Glass
	1 Time Per Month	• Inside Partition Glass
Floor Maintenance	Upon Request	• Steam clean carpets • Strip and refinish VCT (including class room) • Back hall and landing 1 extra time during winter months.
	Upon Request	• Scrub and recoat VCT.
Emergency Cleaning	Upon Request	• Anything outside of the normal cleaning workday.
Closing Instructions	3 Times Per Week	• Clean janitor closet. • Turn off designated lights. (as instructed) • Lock doors and windows. (as instructed) • Lock front gate.
Cleaning Supplies		• Janitorial Company to supply cleaning supplies. • Janitorial Company to supply paper products and to be reimbursed by the City.





Request for Quotes
City of De Pere cleaning services

SCHEDULE OF PRICES:

Fox City Janitorial

2018

Building	Price
Community Center	\$950
City Hall	\$950
Police Department	\$850
Total	\$2750

2019

Building	Price
Community Center	\$978.50
City Hall	\$978.50
Police Department	\$875.50
Total	\$2832.50

2020

Building	Price
Community Center	\$1007.86
City Hall	\$1007.86
Police Department	\$901.77
Total	\$2917.49

Please provide a separate sheet of fees for items identified as "upon request". These items shall be separate of the approved contract.

If agreed upon by both parties, the City intends to extend the agreement up to an additional two years. Please complete the below information identifying the applicable increase from the 2016 fees.

2021	<u>3</u>	% increase from 2016 fees
2022	<u>3</u>	% increase from 2017 fees

--The City reserves the right to award a contract based on parts or all of the proposed bid.--

Request for Quotes
City of De Pere cleaning services

SCHEDULE OF PRICES:

Cleaning Solution Services

2018

Building	Price
Community Center	1349.21
City Hall	1657.44
Police Department	1354.06
Total	4360.76

2019

Building	Price
Community Center	1376.20
City Hall	1690.63
Police Department	1381.14
Total	4447.97

2020

Building	Price
Community Center	1403.72
City Hall	1724.44
Police Department	1408.76
Total	4536.92

Please provide a separate sheet of fees for items identified as "upon request". These items shall be separate of the approved contract.

If agreed upon by both parties, the City intends to extend the agreement up to an additional two years. Please complete the below information identifying the applicable increase from the 2016 fees.

2021 2 % increase from 2016 fees
2022 2 % increase from 2017 fees

--The City reserves the right to award a contract based on parts or all of the proposed bid.--

**Request for Quotes
City of De Pere cleaning services**

SCHEDULE OF PRICES:

Pro 1 One Janitorial

2018

Building	Price
Community Center	\$1,515.00
City Hall	\$3,335.00
Police Department	\$1,595.00
Total	\$6,445.00

2019

Building	Price
Community Center	\$1,515.00
City Hall	\$3,335.00
Police Department	\$1,595.00
Total	\$6,445.00

2020

Building	Price
Community Center	\$1,515.00
City Hall	\$3,335.00
Police Department	\$1,595.00
Total	\$6,445.00

Please provide a separate sheet of fees for items identified as "upon request". These items shall be separate of the approved contract.

If agreed upon by both parties, the City intends to extend the agreement up to an additional two years. Please complete the below information identifying the applicable increase from the 2016 fees.

2021 4 % increase from 2016 fees
 2022 4 % increase from 2017 fees

--The City reserves the right to award a contract based on parts or all of the proposed bid.--

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #18-11, Authorizing Agreement for Contractor Services Between the City of De Pere and ECS Midwest, LLC (2018 Construction Materials Testing and Soil Boring).

The Board of Public Works at the February 12, 2018 meeting, approved the award of contract for 2018 Material Testing and Soil Borings to ECS. The recommendation is to accept the quote from ECS Midwest, LLC for the Material Testing estimated at \$22,181.10 and the quote from ECS Midwest, LLC for the Soil Boring estimated at \$3,180.00. Funds for this work are budgeted in the various capital projects accounts.

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2018 construction projects. The total cost of this work was estimated using 2017 final quantities as follows:

Materials Testing	Estimate
ECS	\$22,181.10
PSI	\$23,454.10
BATC	\$23,656.10

Soil Boring	Estimate
ECS	\$3,180.00
PSI	\$3,330.00

ATTACHMENTS:

- Reso18-11 (DOCX)
- Contractor Agreement-ECS Midwest, LLC2-12-18-189-001-18(PDF)
- Exhibit A-ECS Midwest, LLC Contractor Agreement (PDF)
- Exhibit B-ECS Midwest, LLC Contractor Agreement (PDF)
- RFP Comparison (PDF)
- City of De Pere - Soil Testing Services - 2018 Construction (203)_ECS (PDF)
- CE_BATC 2018 Soil Testing Services Proposal_02.02.2018 (PDF)
- Proposal No. 0093-233110 - CMT.GEO - COD 2018 Annual Contract_PSI (PDF)

RESOLUTION #18-11

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ECS MIDWEST, LLC
(2018 Construction Materials Testing and Soil Boring)

WHEREAS, the City is in need of construction materials testing and soil boring services for its 2018 construction projects; and

WHEREAS, ECS Midwest, LLC has available and offers to provide personnel and equipment necessary to accomplish the construction materials testing and soil boring services within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and ECS Midwest, LLC (2018 Construction Materials Testing and Soil Boring) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of February, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, City Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-11 (6673 : Resolution #18-11 Authorizing Contractor Agreement 2018 Materials Testing and Soil Boring)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ECS MIDWEST, LLC
(2018 Construction Materials Testing and Soil Boring)**

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between the City of De Pere, Wisconsin, ("City"), and ECS Midwest, LLC (Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those construction materials and soils testing services described in the City's Request for Proposals for Geotechnical Services, attached and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

If a conflict exists between the terms and conditions of the exhibits to this Agreement and this Agreement, the terms of this Agreement shall prevail.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal, dated February 1, 2018, attached and incorporated as Exhibit B.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment

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

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

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

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

IV. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

City of De Pere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

ECS Midwest, LLC
Attn: Mark E. King, P.E.
1280 Parkview Road
Green Bay, WI 54304

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

ECS MIDWEST, LLC

By:

Mark E. King, P.E.
Group Manager

Title: _____

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

H:\azills\Agreements\2018\Contractor Agreement-ECS Midwest, LLC (Materials Testing & Soil Boring)2-12-18-189-001-18.docx

ECS Midwest, LLC
Agreement for Contractor Services
2018 Materials Testing & Soil Boring
Page 4 of 4

Request for Proposals For Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2018 construction materials consulting.

Your proposal must be submitted to our office by Friday, February 2, 2018 at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2018 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

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

SCOPE OF SERVICES:

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

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

SCHEDULING:

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

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their subconsultants in prosecuting the work.

PROPERTY PROTECTION:

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

FEE:

The proposed fee schedule shall be submitted on the attached form.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

DELIVERY:

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

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

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

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

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item	Fee	Unit
Engineering Services		
Project Manager		Per hour
Project Engineer		Per hour
Staff Engineer		Per hour
Field Technician		
Senior Technician		Per hour
Technician		Per hour
Clerical		Per hour
Mileage		Per mile
Laboratory Testing Services		
Standard Proctor		Per each
Modified Proctor		Per each
Concrete Compression Test (Cylinder by Company)		Per each
Concrete Compression Test (Cylinder by City)		Per each
Handling of Backup Cylinders		Per each
Aggregate Sieve Analysis		Per each
Atterberg Limits		Per each
Permeability, Granular Soils		Per each
Permeability, Cohesive Soils		Per each
Field Technician Services		
Sample Pickup		Per each
Support Vehicle		Per mile
Nuclear Density Gauge		Per ½ day
Nuclear Density Gauge		Per day
Soil Boring		
Mobilization		Per each
		Per vertical foot
Soil Boring		
Report		Per each

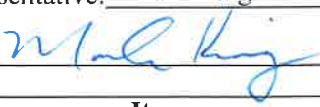
Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Mark King

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$60.00	Per hour
Project Engineer	\$95.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$36.00	Per hour
Technician	\$36.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.55	Per mile
Laboratory Testing Services		
Standard Proctor	\$114.00	Per each
Modified Proctor	\$114.00	Per each
Concrete Compression Test (Cylinder by Company)	\$10.00	Per each
Concrete Compression Test (Cylinder by City)	\$10.00	Per each
Handling of Backup Cylinders	\$10.00	Per each
Aggregate Sieve Analysis	\$50.00	Per each
Atterberg Limits	\$45.00	Per each
Permeability, Granular Soils	\$245.00	Per each
Permeability, Cohesive Soils	\$295.00	Per each
Field Technician Services		
Sample Pickup	\$75.00	Per each
Support Vehicle	\$0.55	Per mile
Nuclear Density Gauge	\$30.00	Per ½ day
Nuclear Density Gauge	\$30.00	Per day
Soil Boring		
Mobilization	\$200.00	Per each
Soil Boring	\$12.00	Per vertical foot
Report	\$850.00	Per each

RFP Comparisons

14.e

Item	Unit	PSI Cost	BATC	ECS	Cost with 2017 Quantities for all Except Boring			2017	Assumed Quantities	
					PSI Cost	BATC Cost	ECS Cost		PSI Cost	ECS Cost
Engineering Services		Fee	Fee	Fee				Quantity		
Project Manager	Per hour	\$60.00	\$60.00	\$60.00	\$3,360.00	\$3,360.00	\$3,360.00	56.00		
Project Engineer	Per hour	\$80.00	\$80.00	\$95.00	\$0.00	\$0.00	\$0.00	0.00		
Staff Engineer	Per hour	\$60.00	\$60.00	\$75.00	\$0.00	\$0.00	\$0.00	0.00		
Field Technician										
Senior Technician	Per hour	\$44.00	\$44.00	\$36.00	\$5,869.60	\$5,869.60	\$4,802.40	133.40		
Technician	Per hour	\$35.00	\$35.00	\$36.00	\$7,815.50	\$7,815.50	\$8,038.80	223.30		
Clerical	Per hour	\$30.00	\$30.00	\$25.00	\$1,635.00	\$1,635.00	\$1,362.50	54.50		
Mileage	Per mile	\$0.25	\$0.25	\$0.55	\$397.00	\$397.00	\$873.40	1,588.00		
Laboratory Testing Services										
Standard Proctor	Per each	\$105.00	\$105.00	\$114.00	\$0.00	\$0.00	\$0.00	0.00		
Modified Proctor	Per each	\$115.00	\$115.00	\$114.00	\$115.00	\$115.00	\$114.00	1.00		
Concrete Compression Test (Cylinder by Company)	Per each	\$11.00	\$12.00	\$10.00	\$2,222.00	\$2,424.00	\$2,020.00	202.00		
Concrete Compression Test (Cylinder by City)	Per each	\$11.00	\$12.00	\$10.00	\$0.00	\$0.00	\$0.00	0.00		
Handling of Backup Cylinders	Per each	\$11.00	\$5.00	\$10.00	\$0.00	\$0.00	\$0.00	0.00		
Aggregate Sieve Analysis	Per each	\$60.00	\$60.00	\$50.00	\$60.00	\$60.00	\$50.00	1.00		
Atterberg Limits	Per each	\$45.00	\$45.00	\$45.00	\$0.00	\$0.00	\$0.00	0.00		
Permeability, Granular Soils	Per each	\$300.00	\$225.00	\$245.00	\$0.00	\$0.00	\$0.00	0.00		
Permeability, Cohesive Soils	Per each	\$325.00	\$275.00	\$295.00	\$0.00	\$0.00	\$0.00	0.00		
Field Technician Services										
Sample Pickup	Per each	\$50.00	\$50.00	\$75.00	\$100.00	\$100.00	\$150.00	2.00		
Support Vehicle	Per mile	\$0.25	\$0.25	\$0.55	\$0.00	\$0.00	\$0.00	0.00		
Nuclear Density Gauge	Per ½ day	\$25.00	\$25.00	\$30.00	\$0.00	\$0.00	\$0.00	0.00		
Nuclear Density Gauge	Per day	\$40.00	\$40.00	\$30.00	\$1,880.00	\$1,880.00	\$1,410.00	47.00		
MATERIAL TESTING TOTAL COST					\$23,454.10	\$23,656.10	\$22,181.10			
Soil Boring										
Mobilization	Per each	\$250.00		\$200.00				2.00	\$500.00	\$400.00
Soil Boring	Per vertical foot	\$12.00		\$12.00				90.00	\$1,080.00	\$1,080.00
Report	Per each	\$800.00		\$850.00				2.00	\$1,600.00	\$1,700.00
SOIL BORING TOTAL COST									\$3,330.00	\$3,180.00

Attachment: RFP Comparison (6673 : Resolution #18-11 Authorizing Contractor Agreement 2018


ECS MIDWEST, LLC
"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

February 1, 2018

Mr. Chase Kuffel
 Assistant City Engineer
 City of De Pere
 925 S. Sixth Street
 De Pere, WI 54115

ECS Proposal No: 59:203

Re: Soil Testing Services - 2018 Construction
 City of De Pere, Wisconsin

Mr. Kuffel:

ECS Midwest, LLC appreciates the opportunity to develop our relationship with the City of De Pere by providing geotechnical engineering and construction materials consulting services to support your 2018 projects. We feel ECS has the requisite capabilities, knowledge, and resources to successfully perform the City of De Pere's geotechnical and construction materials consulting services. By choosing ECS to perform consulting services for your projects in 2018, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

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

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

Respectfully submitted,

Mark E. King, P.E.
 Group Manager

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Mark King

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$60.00	Per hour
Project Engineer	\$95.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$36.00	Per hour
Technician	\$36.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.55	Per mile
Laboratory Testing Services		
Standard Proctor	\$114.00	Per each
Modified Proctor	\$114.00	Per each
Concrete Compression Test (Cylinder by Company)	\$10.00	Per each
Concrete Compression Test (Cylinder by City)	\$10.00	Per each
Handling of Backup Cylinders	\$10.00	Per each
Aggregate Sieve Analysis	\$50.00	Per each
Atterberg Limits	\$45.00	Per each
Permeability, Granular Soils	\$245.00	Per each
Permeability, Cohesive Soils	\$295.00	Per each
Field Technician Services		
Sample Pickup	\$75.00	Per each
Support Vehicle	\$0.55	Per mile
Nuclear Density Gauge	\$30.00	Per ½ day
Nuclear Density Gauge	\$30.00	Per day
Soil Boring		
Mobilization	\$200.00	Per each
Soil Boring	\$12.00	Per vertical foot
Report	\$850.00	Per each

ECS MIDWEST, LLC

TERMS AND CONDITIONS OF SERVICE

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

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

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

3.0 STANDARD OF CARE

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

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

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

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

4.0 CLIENT DISCLOSURES

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

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

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

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

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

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

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

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

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

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

8.0 UNDERGROUND UTILITIES

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

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

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

9.0 SAMPLES

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

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

10.0 ENVIRONMENTAL RISKS

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

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

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

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

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

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS can know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subcontractants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.
- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

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

shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of Consumer Price Index (CPI-U) for all items as established by www.bls.gov when CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of E invoices, and that timely payment is a material consideration for this agreement. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoice amount in dispute. All payments will be applied to accrued interest first and then the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT, or any other event unrelated to ECS provision of Services. Retainage shall be withheld from any payment, nor shall any deduction be made from any invoice account of penalty, liquidated damages, or other sums incurred by CLIENT. CLIENT agrees that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due to ECS, or any other event unrelated to ECS provision of Services, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of the Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

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

17.0 **INSURANCE** - ECS represents that it and its subcontractors and consultants maintain Workers Compensation insurance, and that ECS is covered by general liability automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. CLIENT is responsible for requesting specific inclusions or limits of coverage that are present in ECS insurance package. The cost of such inclusions or coverage increase available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURY DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage

or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

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

19.0 INDEMNIFICATION

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

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

- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

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

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of or in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

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

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed.
- Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives

the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual alleged breach; however, such waiver shall not affect future application of this provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, or payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedule and reassigning personnel.

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

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

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

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

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization or other service acknowledgement forms, are inapplicable and superseded by the Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start-up authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound by the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2018 CONSTRUCTION SEASON
CITY OF DE PERE, WISCONSIN**

CLIENT:

**MR. CHASE K. KUFFEL, P.E.
ASSISTANT CITY ENGINEER**

DATE:

JANUARY 26, 2018



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

January 26, 2018

Mr. Chase K. Kuffel, P.E.
Assistant City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2018 Construction Season
City of De Pere, Wisconsin

Mr. Kuffel,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2018 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted two (2) bound copies of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

A handwritten signature in black ink, appearing to read "Jacob P. Franzmeier", is written over the printed name.

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

cc: Eric Rakers, P.E., City Engineer

Attachment: CE_BATC 2018 Soil Testing Services Proposal_02.02.2018 (6673 : Resolution #18-11 Authorizing Contractor Agreement 2018

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2018 CONSTRUCTION SEASON
CITY OF DE PERE**

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City of De Pere

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1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2018 Construction Season. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC

3125 Birch Road, Suite B

Suamico, WI 54173

Phone: 920-660-5246

Fax: 920-544-9693

Email: jake@bayareateesting.com

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



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

1/26/18
Date

1.2 Statement of Qualifications

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

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

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

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

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an “as-needed” basis for the 2018 construction season under a fixed fee, open-ended contract. Our understanding of the scope of services includes but is not limited to the following:

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

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

2.1 Overview of Construction Materials Testing

BATC will provide construction materials field testing for the 2018 City of De Pere contract. BATC will be responsible for the concrete testing, soil and aggregate laboratory testing, soil and asphalt density testing, and asphalt sampling, as well as construction inspections and observations upon the City's request. For this contract, BATC will utilize subcontract services for some of the specialty laboratory testing services, if needed.

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

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

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

2.2 City of De Pere Materials Testing Scope of Services

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

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

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

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

2.2.2 Asphaltic Concrete Pavement Testing Services

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

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

2.2.3 Concrete Testing Services

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

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

2.2.4 Soil Borings

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

2.2.5 Construction Inspection and Observations

BATC will provide construction inspection and/or observations on an as requested basis throughout the 2018 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the necessary field and laboratory testing to fulfill the intention of the specifications or

recommendations.

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

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

2.2.6 Additional Field and Laboratory Testing

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

on an as-requested basis.

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, P.E.

Professional Engineer/Staff Engineer/Field Operations Manager/Chief Quality Control Officer

Jacob will be the primary contact for the construction materials testing services for this contract. Jacob has over 14 years of experience in construction materials testing, site recommendations and trouble shooting, and geotechnical engineering. Jacob is the Field Operations Manager/Lab Supervisor of BATC. His duties include overseeing all operations of BATC from scheduling technicians to reviewing field reports. He is also BATC's Radiation Safety Officer and Chief Quality Control Officer for the WisDOT Laboratory Certification. Jacob will be the direct contact for this contract and will be coordinating the material testing, including concrete, asphalt, soil, base aggregate, and any other testing services needed for the City contract. He will also be attending all meetings that require our attendance as requested by the City. Further, he will also conduct field work involving engineering recommendations and inspections, and on occasion field materials testing, if needed or if immediate testing is requested by the City. Jacob is licensed in the State of Wisconsin as a Professional Engineer.

Henry P. Koch, CET

Senior Engineering Technician

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

Matt Scriven

Senior Engineering Technician

Matt has over 10 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, concrete coring, and many more. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and aggregate sieve analysis, and many more. Matt is certified to perform all of the field and laboratory testing with the exception of the asphalt mix laboratory testing.

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Austin Dier, CET
Engineering Technician

Austin has over 5 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

Ethan Bornick, CET
Engineering Technician

Ethan has over 5 years of experience as both a field and laboratory technician. His field experience includes soil subgrade bearing capacity verification, proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Ethan is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

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

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

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

4.2 BATC Approach

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

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

5.0 PREVIOUS PROJECTS

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

- 2011 and 2016 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin
BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.
Contracting Party: City of De Pere
Project Contact: Chase K. Kuffel
Contact Number: 920-339-4060
- Titletown Development Phase I, Green Bay, Wisconsin
BATC performed all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, and construction observations.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780

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➤ Titletown – Bellin Clinic, Ashwaubenon, Wisconsin

BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.

Contracting Party: Miron Construction Company

Project Contact: Chad Theilman

Contact Number: 920-585-3780

➤ City of Kaukauna – Project 1-17, Kaukauna, Wisconsin

BATC performed the construction materials testing contract for the City of Kaukauna Project 1-17, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.

Contracting Party: Vinton Construction Company

Project Contact: Ron Raboine

Contact Number: 920-682-0375

➤ Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin

BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.

Contracting Party: Peters Concrete Company

Project Contact: Brian Bartels

Contact Number: 920-494-3700

➤ Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin

BATC is currently performing all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.

Contracting Party: Aurora Baycare Medical Center

Project Contact: Barbara Johnson

Contact Number: 920-288-4033

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

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

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

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

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6.0 FEE SCHEDULE

BATC FEE SCHEDULE 2018

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	\$60.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	\$110.00/Each
3.	Moisture Content of Soils (ASTM D2216)	\$7.50/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	\$40.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	\$45.00/Each
6.	Standard Proctor Test (ASTM D698)	\$105.00/Each
7.	Modified Proctor Test (ASTM D1557)	\$115.00/Each
8.	Hydrometer Test (ASTM D422)	\$70.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	\$170.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	\$225.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	\$275.00/Each
12.	Organic Content of Soils (D2974)	\$40.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	\$30.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	\$25.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	\$30.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	\$150.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	\$270.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	\$240.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	\$65.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	\$65.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	\$60.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	\$140.00/Test
23.	Visual Examination of Chert in Aggregate	\$25.00/Test

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	\$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	\$80.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	\$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	\$12.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$38.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$18.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$5.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$20.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$8.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$9.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$40.00/Each
35.	Case of Cylinder Molds	\$28.00/Case
36.	Mileage	\$0.25/Mile
37.	Nuclear Gauge Rental	\$25.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½day:\$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$16.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

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Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	\$80.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	\$60.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	\$44.00/hour
45.	Matt Scriven, Senior Engineering Technician	\$44.00/hour
47.	Austin Dier, Engineer Technician	\$35.00/hour
48.	Ethan Bornick, Engineer Technician	\$35.00/hour
49.	Engineering Technician, Full-time	\$35.00/hour
50.	Administrative Assistant	\$30.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2018 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

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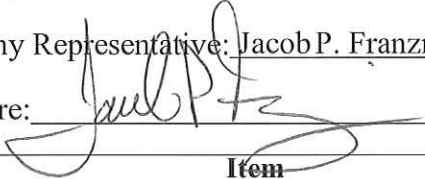
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	60.00	Per hour
Project Engineer	80.00	Per hour
Staff Engineer	60.00	Per hour
Field Technician		
Senior Technician	44.00	Per hour
Technician	35.00	Per hour
Clerical	30.00	Per hour
Mileage	0.25	Per mile
Laboratory Testing Services		
Standard Proctor	105.00	Per each
Modified Proctor	115.00	Per each
Concrete Compression Test (Cylinder by Company)	12.00	Per each
Concrete Compression Test (Cylinder by City)	12.00	Per each
Handling of Backup Cylinders	5.00	Per each
Aggregate Sieve Analysis	60.00	Per each
Atterberg Limits	45.00	Per each
Permeability, Granular Soils	225.00	Per each
Permeability, Cohesive Soils	275.00	Per each
Field Technician Services		
Sample Pickup	50.00	Per each
Support Vehicle	0.25	Per mile
Nuclear Density Gauge	25.00	Per ½ day
Nuclear Density Gauge	40.00	Per day
Soil Boring		
Mobilization	N/A	Per each
		Per vertical
Soil Boring	N/A	foot
Report	N/A	Per each

Professional Service Industries, Inc.
2740-F Packerland Drive
Green Bay, Wisconsin 54313
920.592.9540
www.intertek.com/building

Mr. Chase Kuffel
City of De Pere – Assistant City Engineer
925 South Sixth Street
De Pere, WI 54115-1199

Subject: Proposal for Construction Materials and Soil Testing Services
2018 Annual Construction and Soil Testing Contract
City of De Pere

Dear Mr. Kuffel,

In accordance with your request, Professional Services Industries, Inc. (PSI), an Intertek Company, is pleased to submit this proposal for providing construction materials and soil testing services for the above referenced project. The purpose of the services provided by this proposal will be to determine whether the construction observed and materials tested are in compliance with the project specifications within the scope of our work. A brief description of our understanding of the project, scope of work to be provided, proposed method of performance and associated fees is included herein.

PSI's fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, and the extent of our involvement.

Project Description

It is understood that the City of De Pere plans to select a firm to perform construction testing services during the 2018 Capital Improvement Program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction within the City of De Pere.

Scope of Work

Professional Service Industries, Inc. (PSI) proposes to provide the following construction monitoring and testing quality control program to document whether the construction observed and the materials tested are in conformance with the project's contract documents.



Earthwork Testing

Provide an engineering technician on a part time basis during the grading phase of the project to:

- Perform field density testing by nuclear gauge method to assess degree of compaction during placement of engineered fill, backfill, and base materials.
- Prior to the commencement of these activities, at the request of the City of De Pere, the proposed fill and subbase materials will be sampled to determine their suitability for use on the project.
- When fill materials have been selected, Moisture Density Relationship Testing will be performed for each soil type.

Reinforced Concrete Testing

Provide an engineering technician (ACI certified concrete technician) during placement of structural concrete for foundations, walls, columns, and slabs to:

- Perform field quality control tests and cast cylinder specimens during the placement of concrete as required per project specifications.
- Pick up and deliver concrete test specimens to our laboratory for curing and compressive strength testing.

Asphalt Testing

Provide an engineering technician on a part time basis during pavement construction to:

- Check placement of aggregate base and perform field density testing.
- Monitor placement of asphaltic concrete in regard to thickness, temperature and compaction.

Soil Borings

Provide a drill crew and truck-mounted drill rig to perform subsurface explanations, as required by City personnel. The amount of drilling and boring locations will be determined by City personnel on a job-to-job basis.



Other Services

In addition to the construction testing services described above, PSI can also provide field and laboratory testing and consultation services in numerous other construction areas. These services include floor flatness testing and fireproofing, as well as various specialized laboratory tests. PSI has experienced materials technicians and engineers, to provide laboratory testing and on-site observation and documentation services. In expanding the construction testing and consultation services to include these other areas, we can offer greater assurance that the work is executed in compliance with the project specifications by means of interdisciplinary communications and efficient problem solving.

Method of Performance

PSI will provide experienced technicians and/or engineers whose principal duty will be to document through testing and visual observations, whether the quality of the construction materials tested are in conformance with the project's construction documents, within the limits of our authorized scope of services. These individuals will be trained in all aspects of the field testing they perform and will have proven their testing capabilities on previous projects.

A project engineer will also be assigned to the project to provide engineering review, management and consultation services as required during the project. Their responsibility is to ensure the quality and integrity of our field and lab services, and provide assistance as required. The initial project set-up and staffing will be the responsibility of our project manager. Technical Consultants will also be available for the project to provide consultation and engineering as required during the project. Results of the field tests will be verbally issued to the contractor at the end of each day. Final reports will be typewritten and issued monthly, or as directed by the client, during the duration of the project.

Project Reporting

PSI representative's will input all field data in a handheld field phone through the PSI QESTField operating system, and then the reports will be distributed to the client electronically through the PSI Construction Hive.

The field report turnaround time for daily inspections is in as little as one day from the initial inspection. The compressive strength report turnaround time is in as little as the same day from the date of the test.

Please note that our services do not include supervision or direction of the actual construction work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.



Fees

Professional Service Industries, Inc. (PSI) proposes to provide the above referenced services on a unit charge basis in accordance with the City's Proposed Fee Schedule, PSI's Standard Fee Schedules and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. PSI's fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. If necessary, approval for any additional work and related costs beyond the estimated total will be obtained from the client prior to its performance. We request that the field services be scheduled at least 24 hours in advance.

Closing

PSI will proceed with the work on the basis of your written authorization, please acknowledge receipt and acceptance of the agreement by signing, and return one copy for our files. PSI will not be able to submit any written reports until we have received an executed copy of this proposal. If there are any questions regarding this agreement or other matters, please do not hesitate to call. PSI looks forward to working with you on this project.

We sincerely appreciate this opportunity to offer our services. If you have any questions concerning this proposal or if additional information is needed, please contact us at any time. We are looking forward to working with you on this project.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Cody M. Williquette
Branch Manager

Attachments: Proposal Acceptance;
Fee Schedules (2);
City of De Pere Fee Schedule;
General Conditions

Attachment: Proposal No. 0093-233110 - CMT.GEO - COD 2018 Annual Contract_PSI (6673 : Resolution #18-11 Authorizing Contractor



Remarks

Unit prices are in effect for twelve months from the date of this proposal and are subject to change without notice thereafter. PSI must receive signed authorization from the client before twelve months pass in order for PSI to guarantee the unit prices proposed herein.

Please notify PSI before 3:00 pm the day before our services are required for the scheduling or cancellation services. After that time, we will make every effort to schedule or cancel, but we cannot guarantee results. Same day service will be billed at the rate according to availability of personnel. Day of call-ins will result in an additional 0.5 hour of project engineer for coordination.

Allow 4 working days for tests and evaluation of soil samples. A 50% surcharge will apply to rush laboratory work.

Services are portal-to-portal with a minimum of 3 hours for site visits. Fractions of hours will be rounded up to the nearest hour for billing purposes.

An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday or holidays; for work scheduled outside the hours of 7:00 a.m. to 5:00 p.m.; or for more than eight (8) hours per day.

A \$150.00 setup fee applies for initial project specification review and project setup. An engineering review charge of 0.5 hour per technician day for coordination, communication, supervision, and report review and 0.5 hour per set of compressive strength specimens are applicable. The prices listed above include unlimited email distribution of PSI reports.

The Client holds PSI harmless for delays in construction caused by unanticipated conditions at the subject project. These delays may require PSI to dispatch an Engineer at the earliest possible time to assess the conditions and provide corrective recommendations. Declarations for compacted fill in buildings, roadways or utility trenches will be provided for those areas identified by a certified site grading stake out and monitored on a full-time basis by this office. These declarations will be in effect for 90 days after completion of fill operations monitored by this office. Delay in starting actual construction of improvements may be cause for this office to perform additional tests at the client's expense to verify that conditions remain unchanged from the last day of PSI's full-time soil fill control inspection.

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS _____ • DAY OF _____, 2018.

BY (please print): _____

TITLE: _____

COMPANY: _____

****SIGNATURE:** _____

PROJECT INFORMATION:

1. Project Name: _____

2. Project Location: _____

3. Your Job No: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Site Contact: _____ Telephone No.: _____

6. Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ Email: _____

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

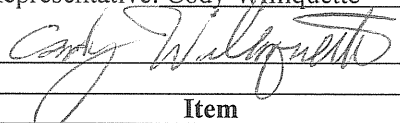
Proposed Fee Schedule

Company Name: Intertek - Professional Service Industries, Inc. (PSI)

Company Address: 2740 Packerland Drive, Suite F

Company Address: Green Bay, Wisconsin 54313

Company Representative: Cody Williquette

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$60.00	Per hour
Project Engineer	\$80.00	Per hour
Staff Engineer	\$60.00	Per hour
Field Technician		
Senior Technician	\$44.00	Per hour
Technician	\$35.00	Per hour
Clerical	\$30.00	Per hour
Mileage	\$0.25	Per mile
Laboratory Testing Services		
Standard Proctor	\$105.00	Per each
Modified Proctor	\$115.00	Per each
Concrete Compression Test (Cylinder by Company)	\$11.00	Per each
Concrete Compression Test (Cylinder by City)	\$11.00	Per each
Handling of Backup Cylinders	\$11.00	Per each
Aggregate Sieve Analysis	\$60.00	Per each
Atterberg Limits	\$45.00	Per each
Permeability, Granular Soils	\$300.00	Per each
Permeability, Cohesive Soils	\$325.00	Per each
Field Technician Services		
Sample Pickup	\$50.00	Per each
Support Vehicle	\$0.25	Per mile
Nuclear Density Gauge	\$25.00	Per ½ day
Nuclear Density Gauge	\$40.00	Per day
Soil Boring		
Mobilization	\$250.00	Per each
		Per vertical foot
Soil Boring	\$12.00	
Report	\$800.00	Per each

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)
CONSTRUCTION TESTING AND ENGINEERING STANDARD FEE SCHEDULE

ENGINEERING SERVICES

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation.

Project Engineer	\$80.00/Hour	Staff Engineer	\$60.00/Hour
Project Manager	\$60.00/Hour	Clerical	\$30.00/Hour
		Project Set-Up Fee (one-time fee)	\$150.00/Lump

FIELD TESTING SERVICES

Technical services for on-site monitoring and testing of materials for earthwork, foundations, concrete, masonry, structural steel, fireproofing, roofing, and pavement construction.

Sample Pick Up	\$50.00/Each	Nuclear Density Gauge	\$40.00/Day
Senior Engineering Technician	\$44.00/Hour	Nuclear Density Gauge	\$25.00/Half Day
Engineering Technician	\$35.00/Hour	Support Vehicle	\$0.25/Per Mile
Structural Technician	\$70.00/Hour	Concrete Cylinder Molds	\$30.00/box(20)
Mobilization of Drilling Equip.	\$250.00/Hour	Drilling Support Truck	\$50.00/Day

LABORATORY TESTING SERVICES

Concrete Compression Test		Density with Moisture Content	\$25.00/Each
Cylinder Cast by PSI	\$11.00/Each	Organic Content (Loss on Ignition)	\$25.00/Each
Cylinder Cast by City	\$11.00/Each	Percent Finer No. 200	\$30.00/Each
Spare Cylinder	\$11.00/Each	Grain size - Mechanical	\$60.00/Each
Concrete Core Compression Test	\$30.00/Each	Grain size - Hydrometer	\$75.00/Each
Aggregate Sieve Analysis	\$65.00/Each	Atterberg Limits	\$45.00/Each
Mortar Cube Compression Test	\$9.50/Each	Standard Proctor	\$105.00/Each
Grout Cylinder Compression Test	\$15.00/Each	Modified Proctor	\$115.00/Each
CMU Compression Test	\$30.00/Each	California Bearing Ratio	\$150.00/Each
Asphalt Core Density	\$25.00/Each	Permeability, Granular Soil	\$225.00/Each
MTSG Test	\$50.00/Each	Permeability, Cohesive Soil	\$275.00/Each
Asphalt Extraction/Gradation	\$150.00/Each	Sample Prep/Remolding	\$35.00/Each
Marshall Density Test	\$135.00/Each	Permeability, Granular Soils	\$300.00/Each
Moisture Content	\$5.00/Each	Permeability, Cohesive Soils	\$325.00/Each

REMARKS - Personnel charges will be based on a portal-to-portal basis; **a minimum charge of 3 hours will apply for all Field Testing Services.** One (1) day advance scheduling is requested for all field testing services; same-day scheduling will be subject to a premium rate of 1.3 times the standard rate. Where a support vehicle is not needed, a transportation charge of \$0.50 per mile will be added for travel to and from the site, and other job related travel. Project Engineer for contract administration, scheduling, report review and consultation will be charged to all reports at a minimum rate of one half hour per report. An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday or holidays; for work scheduled outside the hours of 7:30 a.m. to 5:00 p.m.; or for more than eight (8) hours per day.

The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1 1/2% per month of delinquency. Proposal estimates and verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)
GEOTECHNICAL SERVICES STANDARD FEE SCHEDULE

ENGINEERING SERVICES

Engineering & Technical services for site reconnaissance, boring locations, field supervision, water level measurements & sampling, engineering evaluation, analysis & consultation.

Project Engineer	\$80.00 Per Hour	Staff Engineer	\$60.00 Per Hour
Project Manager	\$60.00 Per Hour	Clerical	\$30.00 Per Hour
		Project Set-Up Fee (one time fee)	\$150.00/Lump

FIELD SERVICES

Mobilization of Drilling Equip.	\$250.00 Per Day	Boring Layout	\$50.00 Per Hour
Support Vehicle	\$50.00 Per Day	Standby & Problem Access Time	\$125.00 Per Hour
All-terrain Drill Rig	\$750.00 Per Day	Betonite Backfill	\$2.00 Per Foot

Soil Drilling with Split-spoon (ASTM D-1586) or Shelby Tube (ASTM D-1587) sampling at 5-foot intervals:

Depth Range	Unit Charges Per Foot 3 1/4", 4 1/4" I.D. Auger		Unit Charges Per Foot 6 1/4" I.D. Auger		Extra SS or ST Samples
	Easy Drilling*	Hard Drilling**	Easy Drilling*	Hard Drilling**	
0 - 25 ft.	\$12.00	\$13.00	\$14.00	\$16.00	\$10.00
25 - 50 ft.	\$13.00	\$15.00	\$16.00	\$18.00	\$14.00
50 - 75 ft.	\$15.00	\$18.00	\$19.00	\$21.00	\$18.00
75 - 100 ft.	\$17.00	\$20.00	\$24.00	\$27.00	\$22.00

* N-count of 40 blows or less, or Qu or Qp less than 4 tsf

** N-count greater than 40 blows, or Qu or Qp greater than 4 tsf

Drilling with 12-1/4" I.D. Auger will be quoted upon request.

Auger Drilling without sampling	\$9.00 Per Foot	Shelby Tubes, 2" diameter	\$25.00 Each
Rock Coring with Diamond Bit	\$55.00 Per Foot	3" diameter	\$30.00 Each
Rock Boring with 3" Roller Bit	\$50.00 Per Foot	Drilling mud as needed	\$2.50 Per Foot
Rock Coring & Boring Set-up Charge	\$250.00 Per Hole	Pavement Cold-Patch at boreholes	\$25.00 Per Hole

LABORATORY TESTING

Visual Engineering Classification	\$4.00 Per Test	Unconfined compression tests,	
Hand Penetrometer Test	\$4.00 Per Test	remac	\$5.00 Per Test
Moisture Content Test	\$4.00 Per Test	without stress-strain curve	\$25.00 Per Test
Organic Content Test	\$30.00 Per Test	with stress-strain curve	\$40.00 Per Test
Density Determination with Moisture Content	\$25.00 Per Test	California Bearing Ratio (CBR)	\$175.00 Per Test
Atterberg Limits Determination	\$50.00 Per Test	Consolidation Test, Maximum 16 tsf	Upon Request
Grain Size Analysis, Mechanical	\$65.00 Per Test	Additional Unload-Reload Points	Upon Request
Grain Size Analysis, Mechanical & Hydrometer	\$75.00 Per Test	Permeability, Rigid Wall	\$230.00 Per Test
Moisture Density Relationship		Permeability, Flexible Wall	\$280.00 Per Test
Standard Method, ASTM D-698	\$125.00 Per Test	Preparation of Shelby Tube Sample	\$15.00 Per Tube
Modified Method, ASTM D-1557	\$135.00 Per Test	Sample preparation/remolding	\$30.00 Each

REMARKS

Charges for monitoring well installation, analytical testing services, and special equipment or sampling techniques not included herein, will be quoted upon request. Rental equipment & commercial transportation charges will be billed at cost plus 15%. A per diem charge of \$150.00/day will be billed as applicable. Invoices will be submitted monthly, with payment due within 30 days of invoice date. Interest will be added at a rate of 1½% per month of delinquency. Proposal estimates & verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate perform the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client orders the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The order of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI or Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such change in circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes to the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at the site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contract or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement or any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by a third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

14.h

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

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

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

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

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's fees, witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of or Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court of Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Public Works

FROM: Tom Blohowiak

SUBJECT: Resolution #18-12, Authorizing Agreement for Services Between the City of De Pere and Tweet-Garot Mechanical, Inc. (MSC Boiler Replacement Design & Construction Management).

The Board of Public Works, at the February 12, 2018 meeting, approved the award of contract for the Design and Construction Management for the Replacement of the MSC Boilers to Tweet Garot in the amount of \$8,550.00.

The MSC (Municipal Service Center) has two boilers for heating the office area. The boilers are aging and in need of replacement. The City of De Pere would like to upgrade the two units with a more efficient heating source.

The City of De Pere requested quotes for the Design and Construction Management of the project to replace the Boilers at the MSC. The following three quotes were received for consideration.

VENDER	Design Phase	Construction Phase	Total
Rappette Engineering LLC	\$8,000.00	\$1,950.00	\$9,950.00
Performa Inc.	\$13,620.00	\$2,540.00	\$16,160.00
Tweet Garot	\$7,000.00	\$1,550.00	\$8,550.00

Attached

1. RFP for MSC Boiler Replacement Design and Construction Management
2. Tweet/Garot Mechanical Proposal
3. Rappette Engineering LLC Proposal
4. Preforma Inc. Proposal

ATTACHMENTS:

- Reso18-12 (DOCX)
- Consultant Agreement-Tweet Garot(MSC Boiler Replacement Design and Construction Management)2-13-18-189-002-18 (PDF)
- Exhibit A-Tweet-Garot Consultant Agreement (PDF)
- Exhibit B-Tweet Garot Consulting Agreement (PDF)
- Tweet Garot Mechanical Proposal (PDF)
- Rappette Engineering LLC Proposal (PDF)
- Preforma Inc. Proposal (PDF)

- MSC Boiler Replacement RFP(PDF)

RESOLUTION #18-12

AUTHORIZING AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND TWEET-GAROT MECHANICAL, INC.
(MSC Boiler Replacement Design and Construction Management)

WHEREAS, the City is in need of construction management and design services for replacement of two boilers at City's Municipal Service Center; and

WHEREAS, Tweet-Garot Mechanical, Inc. has available and offers to provide personnel and professional assistance necessary to accomplish the construction management and design services within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Services Between the City of De Pere and Tweet-Garot Mechanical, Inc. (MSC Boiler Replacement Design and Construction Management) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of February, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, City Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND TWEET-GAROT MECHANICAL, INC.
(MSC Boiler Replacement Design and Construction Management)**

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Tweet-Garot Mechanical, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, City is in need of construction management and design services for replacement of two boilers at City's Municipal Service Center; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto (Exhibit B), attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant such background documents, existing building plans, and other information as it may have concerning the project that may be applicable in understanding the community or the design of the project, as are available. City agrees to

provide current building plans to assist in identifying the proper replacement boiler. City will be responsible for the permitting fees associated with the project.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B. Payment to the Consultant is due within 30 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:
City Clerk-Treasurer
City of De Pere
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
Tweet-Garot Mechanical, Inc.
Attn: Dave Le May
325 Reid Street
De Pere, WI 54115

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

TWEET-GAROT MECHANICAL, INC. CITY OF DE PERE, WISCONSIN

By: _____
Name: Dave Le May

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

H:\azills\Agreements\2018\Consultant Agreement-Tweet Garot(MSC Boiler Replacement Design and Construction Management)2- 13-18-189-002-18.docx

Request for Proposals For MSC Boiler Replacement Design and Construction Management

The City of De Pere would like to invite your firm to submit a proposal for the design and construction management in replacing the two MSC Boilers.

Your proposal must be submitted to our office by Wednesday, January 31, 2018 at 3:00 p.m. Proposals can be submitted either by paper copy or via email to Thomas Blohowiak.

BACKGROUND INFORMATION:

The MSC (Municipal Service Center) has two boilers for heating the office area. The boilers are aging and in need of replacement. The City of De Pere would like to upgrade the two units with a more efficient heating source.

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

- Complete a design of the replacement of the two boilers located at the MSC
 - Design shall be compliant with all local and state regulations.
 - Design to accommodate the installation and upgrade of the boiler system not limited to, but also include items listed below.
 - New high efficiency sealed combustion boilers (Cascade control between boilers)
 - Condensate neutralizers for boiler condensate
 - New boiler pumps
 - New boiler venting
 - New fresh air ducted directly to boilers
 - New wye strainers for boilers
 - New bladder style expansion tank (not diaphragm style tank)
 - New air separator
 - Chemical pot feeder with pump include 12 filters for replacement
 - Hot water system treatment
 - Flush system
 - Clean system with a cleaner
 - Flush System to water chemistry that is coming into the building
 - Treat system to boiler manufactures requirements
 - Start Up Reports
 - Factory start up report
 - Hot water system balance report
 - Warranty letter

- Provide detailed plans and details for the replacement of the boiler system.
- Provide technical specifications to be included in bid packet.
- Provide bid items and cost estimate.
- Provide construction management services for the installation of the boiler system.
 - Should include initial site visit with contractor, part time site visits during critical times of construction, final inspection, and review of payment requests from contractor.
- Coordinate and manage the installation of MSC Boilers prior to October 1, 2018.

Meetings

The consultant should include

- Design Phase
 - Kickoff meeting with City Staff, including review of the project site.
 - Final design meeting.
- Construction Management
 - Initial site visit and project kick off meeting with contractor.
 - Periodic site visits during installation.
 - Final meeting and inspection of the MSC Boilers.

The proposed fee schedule is included with this document. If there are any specific work items which the Consultant believes are not identified in any unit price item, but is required to provide a functionally completed project, then the identified specific work items shall be included in the appropriate unit price item.

The City will bid the project. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

A sample consultant agreement is attached.

SCHEDULING:

The proposals will be taken to the Board of Public Works on February 12, 2018 and Common Council on February 20, 2018. We anticipate the design to be completed by April 2018, with bidding of the project to be completed in May or June 2018, and installation to be completed by October 1, 2018.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors,

omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for this project include the following:

1. Provide project plans for boiler replacement in AutoCAD and .pdf for insertion into the bid documents. The City will bid the project on-line with 11"x17" .pdf plan set.
2. Provide technical specifications in a word document for bidding of the MSC Boiler replacement.
3. Provide bid items, quantities, summary of work, and an engineer's estimate. The estimate is to be provided in an Excel document. Provide the remaining items in a Word document.
4. Provide all required permits and regulatory approvals for construction of the MSC Boiler replacement.
5. Provide a timeline of events to include (but not limited to) kick off meeting, design phase, final design, completion of items for bid document, permit applications as needed, state approval (if needed), bid award, and construction/installation.

The City will prepare the bid documents and bid the MSC Boiler replacement project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions. The consultant shall be involved once the contractor has been selected to oversee construction management of the project.

ADDITIONAL INFORMATION:

The City will provide a copy of the current building plans to help spec the proper replacement boiler.

The City will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

For questions, please contact Thomas Blohowiak at 920-339-4072 (EXT 2250), or e-mail at tblohowiak@mail.de-pere.org.

Proposed Fee Schedule

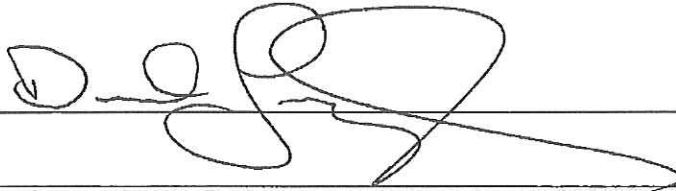
Company Name: Tweet-Garot Mechanical _____

Company Address: 325 Reid Street _____

Company Address: De Pere, WI 54115 _____

Company Representative: Dave Le May _____

Signature: _____



MSC Boiler Replacement – Design Phase (bid items)	Fee
Design MSC Boiler Replacement	\$6,100.00
Project Meetings (Two)	\$900.00
	\$
Total Design Fee	\$7,000.00

MSC Boiler Replacement – Construction Phase (bid items)	Fee
Attend Preconstruction meeting	\$450.00
Review shop drawings	\$500.00
Perform Construction Administration	\$300.00
Perform Construction observation	\$300.00
Total Construction Fee	\$1,550.00

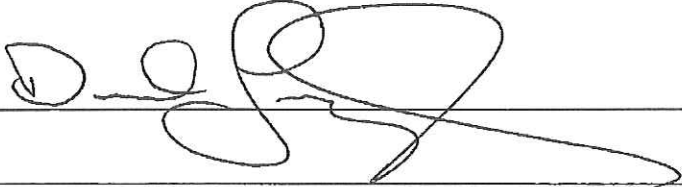
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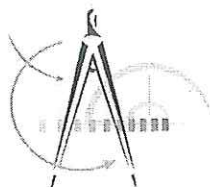
Rappette Engineering LLC

Specializing in HVAC Engineering since 1982

P.O. Box 28494
Green Bay WI. 54324-0494
Phone: 920-621-7807

Email: mrappette@gmail.com

To:
Tom Blohowiak
Maintenance Supervisor
City of DePere
925 S. Sixth St.
DePere, WI. 54115
920-339-4072 x 2250



Proposal

DATE: JAN.27TH,2018
Quote# Q1801-R0119
FOR: City of DePere
MSC Boiler

DESCRIPTION	AMOUNT
Design Phase:	
Engineering and Plans for City of Depere MSC Boiler replacement RFP	
Design Phase for Plans Boiler Replacement	7,400.00
Project Design under the State Code IMC-2009 .	
Project Meetings quantity of two required	600.00
Construction Phase:	
Attending Preconstruction meetings	650.00
Review Shop drawings	400.00
Perform Construction Administration	450.00
Perform construction observation	450.00
TOTAL	\$ 9,950.00

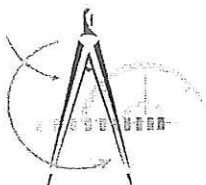
Make all checks payable to: **Rappette Engineering LLC.**
If you have any questions concerning this quotation, Please contact by, E-mail

THANK YOU FOR YOUR BUSINESS!

Attachment: Rappette Engineering LLC Proposal (6671 : Resolution #18-12 Tweet-Garot Agreement-MSC Boiler Replacement Design and

Rappette Engineering LLC

Specializing in HVAC Engineering since 1982



P.O. Box 28494
Green Bay Wi. 54324-0494
Phone: 920-621-7807

Email: mrappette@gmail.com

To:
Tom Blohowiak
Maintenance Supervisor
City of DePere
925 S. Sixth St.
DePere, Wi. 54115
920-339-4072 x 2250

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THANK YOU FOR YOUR BUSINESS!

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Proposed Fee Schedule

Company Name: Performa Inc. _____

Company Address: 124 N Broadway, De Pere, WI, 54115 _____

Company Address: _____

Company Representative: Matt Marek – Vice President of Capital Strategies _____



Signature: _____

MSC Boiler Replacement – Design Phase (bid items)	Fee
Design MSC Boiler Replacement	\$ 12,060
Project Meetings (Two)	\$ 560
Estimated Reimbursables (Including Plan Review)	\$ 1000
Total Design Fee	\$13,620

MSC Boiler Replacement – Construction Phase (bid items)	Fee
Attend Preconstruction meeting	\$ 280
Review shop drawings	\$ 1,420
Perform Construction Administration	\$ 560
Perform Construction observation	\$ 280
Total Construction Fee	\$ 2,540

[Click here to enter text.](#)

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 - New boiler venting
 - New fresh air ducted directly to boilers
 - New wye strainers for boilers
 - New bladder style expansion tank (not diaphragm style tank)
 - New air separator
 - Chemical pot feeder with pump include 12 filters for replacement
 - Hot water system treatment
 - Flush system
 - Clean system with a cleaner
 - Flush System to water chemistry that is coming into the building
 - Treat system to boiler manufactures requirements
 - Start Up Reports
 - Factory start up report
 - Hot water system balance report
 - Warranty letter

- Provide detailed plans and details for the replacement of the boiler system.
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A sample consultant agreement is attached.

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omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

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A fee schedule has been included for use on your proposal.

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ADDITIONAL INFORMATION:

The City will provide a copy of the current building plans to help spec the proper replacement boiler.

The City will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

For questions, please contact Thomas Blohowiak at 920-339-4072 (EXT 2250), or e-mail at tblohowiak@mail.de-pere.org.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Fire Department

FROM: Alan Matzke

SUBJECT: Resolution #18-13 Ratifying Submission of Assistance to Firefighters Grant Application.

ATTACHMENTS:

- 2018 AFG GRANT REQUEST (PDF)
- Reso18-13 (DOCX)

Memo



To: Honorable Mayor Michael Walsh
Members of the Common Council

From: Alan Matzke, Fire Chief

Date: February 7, 2018 *ASM*

Re: Request to Apply for 2018 AFG Grant

The Fire & Rescue Department would like to respectfully retroactively request permission to apply for the Assistance to Firefighters Grant Program (AFG) through FEMA for the City of De Pere for 2018. Approximately \$340,000,000 has been set aside to fund this program for 2018.

The cities that are awarded grants must demonstrate a need for any requested equipment and articulate the benefit to the community and the staff providing the service. The grant awards are a matched percentage that is based on the population that is served by an agency. De Pere qualifies for 90% funding and the total cost is \$87,216.00 resulting in an \$8,721.60 financial burden to the city.

This request is to purchase two Stryker Patient Lift Systems, as well as one Stryker Power Cot. De Pere Fire Rescue set out with a goal of equipping all three ambulances with a combination of a Stryker Power Cot, along with a Stryker Patient Lift Systems. In 2014, the organization purchased one Stryker Power Cot and received donation funding to purchase a second cot. The power cots dramatically reduced the amount of patient lifting that occurs in the daily execution of our service.

The 2017 ambulance was purchased with a Stryker Power Lift System and this system in conjunction with a Stryker Power Cot, again reduces the amount of times our staff have to dead lift a patient up to three times per call. Each time our staff has to dead lift a patient, they are putting themselves and the patient at significant risk for injury.

The goal of outfitting our entire fleet with this much needed equipment is approximately one half complete since 2014 and if successful, with this request, would complete our goal. This initiative is to reduce staff fatigue and lifting related injuries, sprains and strains. Our department is experiencing an

aging workforce and the average weight of the patients we serve is continually increasing, along with our call volume. Our department's three year average cost per claim for a firefighter injury is \$9,198.

De Pere Fire Rescue is continually striving to answer the demands for increased service and temper the financial impact to our community. We are experiencing an aging workforce and must maintain and expand the response capabilities while preserving our human resources. This is why I would request that the Common Council consider accessing the AFG Grant to fund the purchase of this equipment.

Thank you for your consideration of this request. I would be happy to discuss the benefits of pursuing this grant with you.

RESOLUTION #18-13

RATIFYING SUBMISSION OF ASSISTANCE
TO FIREFIGHTERS GRANT APPLICATION

WHEREAS, the Federal Emergency Management Agency (FEMA) offers grant funds for equipment, protective gear, emergency vehicles and training through its Assistance to Firefighters Grant (AFG) Program; and

WHEREAS, due to time considerations, the Fire Chief has submitted an AFG grant application requesting funds to purchase two (2) patient lift systems and one (1) power cot, to assist in patient transportation; and

WHEREAS, this grant program requires a 10% match from the City; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby ratifies the action of the Fire Chief in submitting the aforementioned AFG grant application for the purposes set forth above.

BE IT FURTHER RESOLVED THAT:

Any such grant awarded shall be formally accepted by the Common Council.

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 21st day of February, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso18-13 (6677 : Resolution #18-13 Ratifying Submission of AFG Grant)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #18-14, Authorizing Renewal of Agreement for Consulting Services Between the City of De Pere and Key Benefit Concepts, LLC (Other Post Employment Benefit Liability Study)

ATTACHMENTS:

- Reso18-14 (DOCX)
- Consultant Agreement Renewal-Key Benefit Concepts, LLC(OPEB)2-15-18-115-003-15 (PDF)
- Exhibit Renewal-A (PDF)
- 2017-2018 OPEB Study (DOCX)
- 201802081426 (PDF)

RESOLUTION #18-14

AUTHORIZING RENEWAL OF AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND KEY BENEFIT CONCEPTS, LLC
(Other Post Employment Benefit Liability Study)

WHEREAS, pursuant to Government Accounting Standards Board (GASB) 74 and 75, the City is required to have an Other Post Employment Benefit (OPEB) actuarial liability study done on a periodic basis; and

WHEREAS, the City and Key Benefit Concepts, LLC are parties to an Agreement for Consulting Services (OPEB Liability Study), dated May 29, 2015; and

WHEREAS, the parties wish to renew their Agreement as indicated in the attached Renewal of Agreement for Consulting Services Between the City of De Pere and Key Benefit Concepts, LLC; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Renewal of Agreement for Consulting Services Between the City of De Pere and Key Benefit Concepts (Other Post Employment Benefit Liability Study) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of February, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso18-14 (6691 : Resolution #18-14 Authorizing Renewal of Agreement with Key Benefit Concepts (OPEB))

**RENEWAL OF AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND KEY BENEFIT CONCEPTS, LLC
(Other Post Employment Benefit Liability Study)**

WHEREAS, the City of De Pere ("City") and Key Benefit Concepts, LLC ("Consultant") are parties to an Agreement for Consulting Services Between the City and Consultant for Other Post Employment Benefit (OPEB) Liability Study, dated May 29, 2015 ("the Agreement"); and

WHEREAS, pursuant to Government Accounting Standards Board (GASB) 74 and 75, the City is required to have OPEB studies performed on a periodic basis; and

WHEREAS, the parties wish to renew the Agreement as provided herein.

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency are hereby acknowledged, the parties agree to renewal of the Agreement as follows:

1. The description of the Project is as described in the Consultant's six page proposal, attached hereto and incorporated as Exhibit Renewal-A.
2. City shall pay Consultant the rates set forth in Exhibit Renewal-A.
3. All other terms, conditions, requirements, and obligations in the Agreement not modified by paragraphs 1 and 2 above, shall remain in full force and effect.

Dated this _____ day of _____, 2018.

KEY BENEFIT CONCEPTS, LLC

By:

Linda R. Mont, Managing Member

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

Subsequent OPEB Valuation for the City of De Pere

Previous Study

Key Benefit Concepts completed an actuarial liability study for the City of De Pere in July 2015. The study had a valuation date of January 1, 2014. We provided a standard detailed valuation of Other Post-Employment Benefits (OPEB) liability. The City has modified the post-employment benefits since the last valuation. Based upon the modified benefits as illustrated on page 6 in the summary of benefits, we anticipate our fee for an update detailed valuation to be \$ 3,300.

If the City wishes to have an updated study at this time, please sign and return the attached acceptance form and we will begin a subsequent liability study upon acceptance.

If further changes beyond those already noted on page 6 have been made to your City's post employment benefits, and the City is interested in an updated study at this time, please sign the attached acceptance as well as send us the modified benefits. We will review the changes and reply with modifications to our fees, if needed, based upon the noted benefit changes.

New Study

Subsequent studies may be more complex than initial studies and require more work than merely updating terminated employees and new hires. The retirement, termination and addition of employees can change the demographics of a group (i.e. average age and years of service, average age of medical plan participant). These demographics are critical in the calculation of the liabilities, particularly in that of the implicit rate subsidy. In other words, when performing a subsequent study, regardless if it is the actuary that performed the prior valuation or some other actuary, calculation of the liabilities is performed as of the new valuation date, based upon the actives and retirees of the City as of this new valuation date and their associated demographics. So, in this regard, it is as if we are performing an initial study all over again.

New GASB Statements

GASB Statements 74 and 75 will be replacing GASB Statements 43 and 45. However, this transition does not occur until the time period as noted below:

GASB 74 – Effective for fiscal years beginning after 6/15/2016 – applies to the City's plan year beginning 1/1/2017 (Financial Reporting for OPEB Plans administered through trusts or equivalent arrangements **AND** for governments that hold assets accumulated for purposes of providing OPEB through OPEB plans not administered through trust or equivalent arrangements)

GASB 75 – Effective for fiscal years beginning after 6/15/2017– applies to the City's plan year beginning 1/1/18 (Accounting and Financial Reporting for OPEB provided through OPEB plans that are administered through trusts or equivalent arrangements **AND** for OPEB provided through OPEB plans not administered through trusts or equivalent arrangements)

KBC is well aware of the changes and has been coordinating the transition of the valuation process and services as well as the accounting with the public entities and their auditors.

City Funding

Via emails from the City on February 1, 2018, the City is funding benefits as follows:

- OPEB: pay-as-you-go basis from general assets (i.e., the City is **not** funding its OPEB benefit via an irrevocable trust or account).

With recent changes in GASB guidelines, it is important to note that this proposal for a new valuation is based upon this City Funding approach.

Proposed Valuation

This proposal is for a valuation of the OPEB (GASB 74/75) benefits based upon compliance with the new GASB Statements.

The proposal assumes the following:

- Valuation Date: 12/31/2016
- Measurement Date: 12/31/2017 (**roll forward**)
- Reporting Date: 12/31/2017

Fees: The fee for services is expected to be no greater than the fee shown. These fees are based upon the City's funding method noted above. Should the City be using a different funding method than as noted herein, the fees for services are not valid and a new proposal is required.

Subsequent Actuarial Valuation Fee	
	Fee
Standard OPEB Valuation	
• Paid by Debit/Credit Card (including processing fee) *	\$ 3,399
• Discounted fee if paid by cash or ACH Transfer	\$ 3,300
Visit to City to Present Updated Report	\$ 350

**KBC now offers the option of paying the fee by debit or credit card. The difference in the fee is the processing service cost. There is a discounted fee for payment by check or ACH transfer as noted.*

Fees noted in this proposal are valid if accepted by March 30, 2018.

Subsequent studies and alterations are not included in the above noted fee.

Because of the importance of oral and written representations to an effective agreement, The City hereby releases KBC and its current, former or future owners, agents, employees and personnel from any and all claims, liabilities, costs and expenses attributable to a misrepresentation by the City or its management. Further, the City understands and agrees to the valuation according to the following process and outcomes:

The calculations of cost and liabilities illustrated will be determined according to generally accepted actuarial principles and standards. Specific assumptions and actuarial methodology for the study will be defined within the report. Each material assumption will be, in the actuaries' opinion, individually reasonable and falls within the best estimate range, taking into account past experience and reasonable future expectations, and is consistent with each other material assumption. Given that actual experience may vary from the actuarial assumptions projected, developing liabilities and costs may differ from those estimated in the report. Furthermore, in the event of any inaccuracies in the information or data provided, upon which these calculations were based, revisions may be needed. Fees associated with such revisions are not within the scope of this project. Additional fees will be determined and approved by the City before revisions are made.

The valuation will be prepared in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The actuaries certifying the valuation meet the qualifications of the American Academy of Actuaries required to provide the actuarial opinion detailed in this report.

The valuation and report will be prepared solely for the purposes of providing information required by The Government Accounting Standards Board (GASB) for the City's financial reporting. KBC assumes neither responsibility nor any liability for use of this report for any other purposes.

Therefore, if the above services and guidelines are met, neither KBC nor its current, former or future owners, agents, employees and personnel shall be liable to the City, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid by the City under this agreement.

Review and Report: Our fees include a telephonic review of the draft report and preparation of an electronic version of the report and up to two hard copies of the final valuation report, if requested.

City Visit: Many government entities do not require a presentation with the subsequent study. Thus, the subsequent valuation does not include a visit to the City to present the finalized report. However, this service is available at an additional cost. Please contact us if you should like a presentation.

Invoicing: Statements for work completed will be invoiced when a draft valuation is provided to the City. Payment is due upon receipt. Subsequent invoices will be sent if additional services are requested.

Proposal Acceptance

If the City wishes to have an updated study at this time:

- Please sign and return the attached acceptance form and we will begin a subsequent liability study upon acceptance.

If further changes have been made to your City's post employment benefits, and the City is interested in an updated study at this time:

- Please sign the attached acceptance as noted and make the changes on the benefit summaries.
- We will review the changes and reply with modifications to our fees, if needed, based upon the noted benefit changes.

Acceptance for a Subsequent Actuarial Liability Study

This forms an agreement between the City of De Pere and Key Benefit Concepts, LLC.

Standard Valuation including OPEB:

The City accepts KBC's proposal to perform a subsequent Actuarial Valuation.

Please check the appropriate boxes:

The City's medical plan is:

- ☐ Fully Insured
☐ Self-funded

The City's benefits are funded through:

OPEB ☐ General Assets ☐ Irrevocable Trust

If response does not agree with notes on page 2, fee will change.

Please check one box below:

- ☐ The Post Employment Benefit Summaries as provided in this proposal, accurately and completely reflect the current retirement benefits offered by the City.
- ☐ Modifications were made to the City's post-employment benefits beyond those already noted in the Post-Employment Benefit Summary. These additional modifications have been noted as illustrated on page 6. The Post-Employment Benefit Summary **with** the noted changes accurately and completely reflects the retirement benefits currently offered by the City.

Disclaimer

- Upon receipt of the eligibility and post employment benefit data required for valuation, should we find that eligibility and/or benefits are significantly different than outlined in this proposal, KBC reserves the right to revise our proposal and the associated fees for the study.*
- To avoid additional charges, please make sure the benefit summaries provided are correct.** *Upon review of the draft report should further modifications be required beyond those noted in the summary with the acceptance, wherein the calculated liabilities are affected, additional fees will be charged. These fees will be based upon the additional time required to recalculate the liabilities. With the inclusion of the additional fee, the total due may exceed the fee noted in this proposal.*

City of De Pere

Joseph G. Zegers, Finance Director

Date

Facsimiles of acceptance signatures shall be as valid as the original signatures.

City of De Pere

Post-Employment Benefit Summary

All City Employees

Eligibility	OPEB
Upon retirement	<u>Medical Insurance</u> (Implicit Rate Subsidy Only): Retirees may choose to remain on the City's medical plan provided that they pay 102%* (COBRA rates) of the active premium rate or Medicare Supplement plan rate. The retiree contribution increases to 132% of the active premium equivalent rate or Medicare Supplement plan rate effective 1/1/15.

Note: The City has a high deductible health plan and provides active employees with HRA contributions up to \$1,000 single/ \$2,000 Employee + One/ \$ 2,000 family provided they participate in the health assessment. If they do not participate in the health assessment, they do not receive as much in HRA contributions. Retirees are not eligible for these HRA contributions.

The city will provide census and claims information by the following classifications and the related obligations will be broken out in the same manner:

- a. All Active
- b. Active (without retirees)
- c. Retirees less than 65 + COBRA
- d. Retirees greater than 65 + COBRA

To: Honorable Mayor and Members of Finance Committee
 From: Joe Zegers, Finance Director
 Date: February 8, 2018
 Subject: Approval of Subsequent OPEB Valuation Contract from Key Benefit Concepts

I have attached the contract from Key Benefits, LLC for the Other Post Employment Benefit (OPEB) liability study for the City of De Pere. The study is required to be included in the City's audited financial statements for December 31, 2017 to comply with recent Governmental Accounting Standards Board (GASB) pronouncements 74 and 75 which supplement prior pronouncements 43 & 45 in the December 31st, 2014 financial statements. As you may recall the auditors noted this requirement on page 13 of the December 31, 2016 Management Communications letter which is attached to this memo.

I am recommending the approval of the Key Benefits, LLC contract pending City Attorney review so we can timely include this information in the City's December 31, 2017 Annual Financial Report. The City's health fund would pay for the valuation as it did in 2015. For your information Key Benefits, LLC had the lowest bid for this service in April 2015 for compliance with OPEB pronouncements 43 and 45 as noted as follows.

Key Benefit Concepts, LLC	\$3,200
Actuarial & Health Care Solutions	\$3,750
Milliman	\$10,000

Due to the competitive quote of \$3,300 for their services for GASB 74 & 75 compliance, I am recommending your approval of their attached contract. Feel free to contact me if you have any questions and I will also be at the Finance meeting on Tuesday February 13th.

2. Accounting and Reporting for Other Post-Employment Benefits

In June 2015, the Governmental Accounting Standards Board (GASB) issued two new pronouncements relating to other post-employment benefits (OPEB). GASB Statement No. 74, Financial Reporting for Post-employment Benefit Plans Other than Pension Plans and GASB Statement No. 75, Accounting and Financial Reporting for Post-employment Benefits Other than Pensions significantly change the accounting and financial reporting of post-employment benefits that was established in GASB Statement Nos. 43 and 45. The primary purpose of these Statements is to improve accounting and financial reporting of OPEB obligations and enhance transparency of OPEB related information in your financial statements similar to how GASB Statements Nos. 67 and 68 were designed.

Currently, governments report a liability related to other post-employment liabilities for the unfunded portion of the annual required contribution, which includes an amortization of the Unfunded Actuarial Liability (UAL) over an open period of time, not to exceed 30 years. Upon implementing the new standards, the City will recognize the difference between total OPEB liability and any plan assets (net OPEB liability) in the government-wide and proprietary financial statements, often resulting in a significant increase in the OPEB liability reported in your financial statements. The new standards also require that the entry age normal cost method be used to determine the liability, deferred inflows and outflows of resources to be reported for changes in economic and demographic assumptions and differences between expected and actual experience, and additional note disclosures and schedules.

The new standards are effective for financial statements for OPEB plans for fiscal years beginning after June 15, 2016 and for employers for fiscal years beginning after June 15, 2017. We recommend that the City evaluate impact of the new standards with your actuary, and determine an implementation strategy to minimize your costs while ensuring adequate communication of the impact of these changes will have on your financial statements. As you develop your implementation strategy, you should evaluate the following:

- Do you anticipate any changes in benefits? If yes, you should approve benefit changes prior to implementation, as any changes in benefits in the future are treated as a current year activity.
- What is your valuation measurement date? You can roll back to a valuation date 12 months prior to year end, allowing you to complete your actuarial valuation prior to year end or you can roll forward to your reporting date, requiring your actuarial valuation to be completed after year end but before you anticipate issuance of your financial statements.

MANAGEMENT'S RESPONSE: The City's Human Resources and Finance departments will evaluate the new standards with a contracted actuary to assure the new pronouncements for its OPEB liability to be included in the City's December 31st 2017 financial statements.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #18-15, Opposing 2017 Assembly Bill 748 and 2017 Senate Bill 634 Preempting Local Governments from Regulating Various Employment Matters.

Mayor Walsh requested that this Resolution be on this Council agenda.

ATTACHMENTS:

- Reso18-15 (DOCX)
- AB 748 - 2017 (PDF)
- SB 634 -2017 (PDF)

RESOLUTION #18-15

OPPOSING 2017 ASSEMBLY BILL 748 AND
2017 SENATE BILL 634 PREEMPTING LOCAL
GOVERNMENTS FROM REGULATING
VARIOUS EMPLOYMENT MATTERS

WHEREAS, legislative efforts over the summer of 2017 in the State Assembly to advance statewide legislation to prohibit workplace discrimination on the basis of gender identity have become stalled in the Assembly where voting on the proposal is being prohibiting; and

WHEREAS, in the absence of state action on this issue, the Common Council joined the Cities of Appleton, Sun Prairie, Milwaukee, Madison, and Stevens Point (fair housing only) by enacting Ordinance #17-20 on November 20, 2017, prohibiting discrimination in housing, employment and public accommodation on the basis of gender identity, among other classifications; and

WHEREAS, 2017 Assembly Bill 748 and 2017 Senate Bill 634, introduced in December 2017, will, if enacted, preempt local governments from enacting or enforcing ordinances related to employment discrimination, among other things; and

WHEREAS, state employment forecasts show that the state is already seeing a serious shortfall in available workforce, which will only be exacerbated in the coming years; and

WHEREAS, key to attracting additional workers into the state is to promote diversity in the workplace, an attribute sought out by Millennial and Generation Z workers; and

WHEREAS, the Council urges the State Legislature to enact statewide non-discrimination legislation on the basis of gender identity rather than prohibiting local governments from trying to fill the void left by state inaction.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere hereby voices its considerable opposition to 2017 Assembly Bill 748 and 2017 Senate Bill 634 and urges the state legislature to prohibit gender discrimination as a matter of statewide concern.

BE IT FURTHER RESOLVED THAT:

The Clerk-Treasurer is authorized and directed to provide a copy of this Resolution to the Governor Scott Walker, Senators David Hansen and Robert Cowles, and Assembly Representatives John Macco, David Steffen, and Andre Jacque.

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 21st day of

February, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____



State of Wisconsin
2017 - 2018 LEGISLATURE

LRB-4827/1
MES&KRP:jld&emw

2017 ASSEMBLY BILL 748

December 19, 2017 - Introduced by Representatives HUTTON, ROHRKASTE, R. BROOKS, KNODL, KREMER, KUGLITSCH, SANFELIPPO, JACQUE, KATSMA, SCHRAA, BRANDTJEN, WICHGERS, TUSLER and HORLACHER, cosponsored by Senators KAPENGA, CRAIG and STROEBEL. Referred to Committee on Local Government.

1 **AN ACT** *to repeal* 104.001 (3), 111.31 (5) and 111.337 (3); *to amend* 111.371
2 (intro.); and *to create* 66.0134, 66.0408 (2) (d), 103.007, 103.12, 103.36, 109.09
3 (3), 111.315 and 947.21 of the statutes; **relating to:** preventing the state or local
4 governments from requiring any person to accept certain collective bargaining
5 provisions or waive its rights under the National Labor Relations Act or state
6 labor law; prohibiting local regulation of employee hours and overtime,
7 employment benefits, wage claims and collections, an employer's right to solicit
8 salary information of prospective employees, employment discrimination, and
9 professions regulated by the state; and providing a criminal penalty.

Analysis by the Legislative Reference Bureau

This bill preempts local governments from enacting or enforcing ordinances related to various employment matters.

Under current constitutional and statutory home rule provisions, a city or village may determine its own local affairs subject only to the Wisconsin Constitution and to any enactment of the legislature that is of statewide concern and that affects every city or village with uniformity. This bill states that all of the following matters are matters of statewide concern requiring uniform enforcement at the state, county, and municipal levels:

ASSEMBLY BILL 748

1. Regulations related to employment discrimination.
2. Regulations related to wage claims and collections.
3. Regulation of employee hours and overtime, including scheduling of employee work hours or shifts.
4. The employment benefits an employer may be required to provide to its employees.
5. An employer's right to solicit information regarding the salary history of prospective employees.

As such, the bill prohibits any city, village, town, or county (political subdivision) from enacting or enforcing an ordinance regarding any of those matters.

Under current law, a political subdivision generally may not enact and administer an ordinance establishing a minimum wage. Current law, however, exempts from that prohibition an ordinance that requires a different minimum wage rate for 1) an employee of a political subdivision; 2) an employee who performs work under a contract for the provision of services to a political subdivision; or 3) an employee who performs work that is funded by financial assistance from a political subdivision. The bill eliminates those exemptions.

The bill also prohibits a political subdivision from imposing an occupational licensing requirement on an individual, to whom a state government occupational licensing requirement applies, which is more stringent than the state requirement.

Under the bill, neither the state nor a local governmental unit may enact a statute or ordinance, adopt a policy or regulation, or impose a contract, zoning, permitting, or licensing requirement, or any other condition, that would require any person to accept any provision that is a subject of collective bargaining under state or federal labor laws. The bill defines federal labor laws as the National Labor Relations Act. Finally, the bill prohibits the state and local governments, and their employees, from requiring any person to waive the person's rights under state or federal labor laws as a condition of any other approval by the state or local governmental unit, and violators of that provision would be subject to the penalties that apply to a Class A misdemeanor, which is a fine not to exceed \$10,000 or imprisonment not to exceed 9 months, or both.

For further information see the *state and local* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 66.0134 of the statutes is created to read:

66.0134 Labor peace agreements prohibited. (1) **DEFINITIONS.** In this

section:

ASSEMBLY BILL 748

1. (a) "Federal labor laws" means the federal Labor Management Relations Act,
2 29 USC 141 to 144, and the federal National Labor Relations Act, 29 USC 151 to 169.

3 (b) "Local governmental unit" means a city, village, town, county, school
4 district, including a 1st class city school district, technical college district, sewerage
5 district, drainage district, or any other special purpose district in this state, or any
6 other public or quasi-public corporation, officer, board, or other public body, an
7 agency or corporation of a political subdivision or special purpose district, or a
8 combination or subunit of any of the foregoing.

9 (2) AGREEMENTS PROHIBITED. Neither the state nor a local governmental unit
10 may enact a statute or ordinance; adopt a policy or regulation; or impose a contract,
11 zoning, permitting, or licensing requirement, or any other condition including a
12 condition of any regulatory approval; that would require any person to accept any
13 provision that is a mandatory or nonmandatory subject of collective bargaining
14 under state or federal labor laws.

15 (3) WAIVER PROHIBITED. Neither the state nor a local governmental unit, nor any
16 of its employees, may require any person to waive the person's rights under state or
17 federal labor laws, or compel or attempt to compel a person to agree to waive the
18 person's rights under state or federal labor laws as a condition of any regulatory
19 approval or other approval by the local governmental unit.

20 (4) AGREEMENTS VOID. Any agreement entered into, renewed, modified, or
21 extended on or after the effective date of this subsection [LRB inserts date],
22 between any person and any labor organization in violation of this section is void.

23 **SECTION 2.** 66.0408 (2) (d) of the statutes is created to read:

24 66.0408 (2) (d) With regard to the areas in which any department of state
25 government may impose occupational licensing requirements on any profession, a

ASSEMBLY BILL 748

SECTION 2

1 political subdivision may not impose any occupational licensing requirements on an
2 individual who works in that profession that are more stringent than the
3 requirements imposed by the department that regulates that profession.

4 **SECTION 3.** 103.007 of the statutes is created to read:

5 **103.007 Local regulation of hours of labor and overtime; statewide**
6 **concern; uniformity.** (1) The legislature finds that employee hour and overtime
7 requirements that are uniform throughout the state is a matter of statewide concern
8 and that the enactment of an ordinance by a city, village, town, or county regulating
9 employee hours or overtime would be logically inconsistent with, would defeat the
10 purpose of, and would go against the spirit of the employee hour and overtime
11 requirements. Therefore, the employee hour and overtime requirements shall be
12 construed as an enactment of statewide concern for the purpose of providing
13 employee hour and overtime requirements that are uniform throughout the state.

14 (2) In this section, "employee hour and overtime requirements" means the
15 requirements set forth in ss. 103.01 to 103.03, 103.24, 103.38, 103.65 (2), 103.66 (2),
16 103.67 (1), 103.68, 103.85, 103.915 (4) (b), 103.93 (4), 103.935, and 104.045 (3) and
17 in the rules promulgated under those sections.

18 (3) (a) Subject to par. (c), no city, village, town, or county may enact or enforce
19 an ordinance that regulates employee hours or overtime, including scheduling
20 employee work hours or shifts.

21 (b) Subject to par. (c), if a city, village, town, or county has in effect on the
22 effective date of this paragraph [LRB inserts date], an ordinance that regulates
23 employee hours or overtime, including scheduling employee work hours or shifts, the
24 ordinance does not apply and may not be enforced.

ASSEMBLY BILL 748

1 (c) Nothing in this section prohibits a city, village, town, or county from
2 enacting or enforcing any of the following ordinances:

- 3 1. An ordinance that limits the hours that a business may operate.
4 2. An ordinance described in s. 103.34 (14) (b) that regulates hours or overtime
5 of a traveling sales crew worker, as defined in s. 103.34 (1) (f).

6 **SECTION 4.** 103.12 of the statutes is created to read:

7 **103.12 Local regulation of employment benefits; statewide concern;**
8 **uniformity.** (1) The legislature finds that each employer in this state should be
9 allowed to determine the employment benefits the employer provides to its
10 employees without interference by local governments. The legislature finds that the
11 absence of such local regulations is a matter of statewide concern and that the
12 enactment of an ordinance by a city, village, town, or county regulating the
13 employment benefits an employer provides to its employees would be logically
14 inconsistent with, would defeat the purpose of, and would go against the spirit of the
15 legislature's intent to allow each employer to determine the employment benefits the
16 employer provides to its employees. Therefore, this section shall be construed as an
17 enactment of statewide concern for the purpose of providing uniform regulation
18 throughout the state regarding the employment benefits an employer may be
19 required to provide to its employees.

20 (2) In this section, "employment benefit" means anything of value, other than
21 wages and salary, that an employer makes available to an employee, including a
22 retirement, pension, profit sharing, insurance, or leave benefit.

23 (3) (a) Except as provided in ss. 103.10 (1m) (d) and 103.11 (2) (d), no city,
24 village, town, or county may enact or enforce an ordinance requiring an employer to
25 provide certain employment benefits to its employees, to provide a minimum level

ASSEMBLY BILL 748**SECTION 4**

1 of employment benefits to its employees, or to prescribe the terms or conditions of
2 employment benefits provided to its employees.

3 (b) Except as provided in ss. 103.10 (1m) (d) and 103.11 (2) (d), if a city, village,
4 town, or county has in effect on the effective date of this paragraph [LRB inserts
5 date], an ordinance requiring an employer to provide certain employment benefits
6 or to provide a minimum level of employment benefits to its employees, the ordinance
7 does not apply and may not be enforced.

8 **SECTION 5.** 103.36 of the statutes is created to read:

9 **103.36 Employer right to solicit salary information of prospective**
10 **employees; statewide concern; uniformity.** (1) An employer may solicit
11 information regarding the salary history of prospective employees.

12 (2) The legislature finds that the provision of an employer right to solicit salary
13 information that is uniform throughout the state is a matter of statewide concern and
14 that the enactment of an ordinance by a city, village, town, or county that prohibits
15 an employer from soliciting salary information would be logically inconsistent with,
16 would defeat the purpose of, and would go against the spirit of this section.
17 Therefore, this section shall be construed as an enactment of statewide concern for
18 the purpose of providing an employer right to solicit salary information that is
19 uniform throughout the state.

20 (3) (a) No city, village, town, or county may enact or enforce an ordinance
21 prohibiting an employer from soliciting information regarding the salary history of
22 prospective employees.

23 (b) If a city, village, town, or county has in effect on the effective date of this
24 paragraph [LRB inserts date], an ordinance prohibiting an employer from

ASSEMBLY BILL 748

1 soliciting information regarding the salary history of prospective employees, the
2 ordinance does not apply and may not be enforced.

3 **SECTION 6.** 104.001 (3) of the statutes is repealed.

4 **SECTION 7.** 109.09 (3) of the statutes is created to read:

5 109.09 (3) (a) The legislature finds that the provision of a wage claim and
6 collection law that is uniform throughout the state is a matter of statewide concern
7 and that the enactment of a wage claim or collection ordinance by a city, village, town,
8 or county would be logically inconsistent with, would defeat the purpose of, and
9 would go against the spirit of this section. Therefore, this section shall be construed
10 as an enactment of statewide concern for the purpose of providing a wage claim and
11 collection law that is uniform throughout the state.

12 (b) No city, village, town, or county may enact or enforce an ordinance that
13 regulates wage claims or collections.

14 (c) If a city, village, town, or county has in effect on the effective date of this
15 paragraph [LRB inserts date], an ordinance that regulates wage claims or
16 collections, the ordinance does not apply and may not be enforced.

17 **SECTION 8.** 111.31 (5) of the statutes is repealed.

18 **SECTION 9.** 111.315 of the statutes is created to read:

19 **111.315 Statewide concern; uniformity.** (1) The legislature finds that the
20 provision of employment discrimination regulations that are uniform throughout
21 the state is a matter of statewide concern and that the enactment of an ordinance by
22 a city, village, town, or county regulating employment discrimination would be
23 logically inconsistent with, would defeat the purpose of, and would go against the
24 spirit of the employment discrimination regulations in this subchapter. Therefore,
25 the employment discrimination regulations in this subchapter shall be construed as

ASSEMBLY BILL 748**SECTION 9**

1 an enactment of statewide concern for the purpose of providing employment
2 discrimination regulations that are uniform throughout the state.

3 (2) (a) No city, village, town, or county may enact or enforce an ordinance
4 related to employment discrimination.

5 (b) If a city, village, town, or county has in effect on the effective date of this
6 paragraph [LRB inserts date], an ordinance related to employment
7 discrimination, the ordinance does not apply and may not be enforced.

8 **SECTION 10.** 111.337 (3) of the statutes is repealed.

9 **SECTION 11.** 111.371 (intro.) of the statutes is amended to read:

10 **111.371 Local ordinance; collective bargaining agreements.** (intro.)

11 ~~Section~~ Sections 111.315 and 111.37 does do not do any of the following:

12 **SECTION 12.** 947.21 of the statutes is created to read:

13 **947.21 Labor peace agreements prohibited.** Anyone who knowingly
14 violates s. 66.0134 (3) is guilty of a Class A misdemeanor.

15 **SECTION 13. Initial applicability.**

16 (1) The treatment of section 947.21 of the statutes first applies to a violation
17 that occurs on the effective date of this subsection.

18 (END)



State of Wisconsin
2017 - 2018 LEGISLATURE

LRB-4052/1
MES&KRP:jld&emw

2017 SENATE BILL 634

December 7, 2017 - Introduced by Senators KAPENGA, CRAIG and STROEBEL, cosponsored by Representatives HUTTON, ROHRKASTE, R. BROOKS, KNODL, KREMER, KUGLITSCH, SANFELIPPO, JACQUE, KATSMA, SCHRAA, BRANDTJEN, WICHGERS, TUSLER and HORLACHER. Referred to Committee on Labor and Regulatory Reform.

1 **AN ACT** *to repeal* 104.001 (3), 111.31 (5) and 111.337 (3); *to amend* 111.371
2 (intro.); and *to create* 66.0134, 66.0408 (2) (d), 103.007, 103.12, 103.36, 109.09
3 (3), 111.315 and 947.21 of the statutes; **relating to:** preventing the state or local
4 governments from requiring any person to accept certain collective bargaining
5 provisions or waive its rights under the National Labor Relations Act or state
6 labor law; prohibiting local regulation of employee hours and overtime,
7 employment benefits, wage claims and collections, an employer's right to solicit
8 salary information of prospective employees, employment discrimination, and
9 professions regulated by the state; and providing a criminal penalty.

Analysis by the Legislative Reference Bureau

This bill preempts local governments from enacting or enforcing ordinances related to various employment matters.

Under current constitutional and statutory home rule provisions, a city or village may determine its own local affairs subject only to the Wisconsin Constitution and to any enactment of the legislature that is of statewide concern and that affects every city or village with uniformity. This bill states that all of the following matters are matters of statewide concern requiring uniform enforcement at the state, county, and municipal levels:

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1. Regulations related to employment discrimination.
2. Regulations related to wage claims and collections.
3. Regulation of employee hours and overtime, including scheduling of employee work hours or shifts.
4. The employment benefits an employer may be required to provide to its employees.
5. An employer's right to solicit information regarding the salary history of prospective employees.

As such, the bill prohibits any city, village, town, or county (political subdivision) from enacting or enforcing an ordinance regarding any of those matters.

Under current law, a political subdivision generally may not enact and administer an ordinance establishing a minimum wage. Current law, however, exempts from that prohibition an ordinance that requires a different minimum wage rate for 1) an employee of a political subdivision; 2) an employee who performs work under a contract for the provision of services to a political subdivision; or 3) an employee who performs work that is funded by financial assistance from a political subdivision. The bill eliminates those exemptions.

The bill also prohibits a political subdivision from imposing an occupational licensing requirement on an individual, to whom a state government occupational licensing requirement applies, which is more stringent than the state requirement.

Under the bill, neither the state nor a local governmental unit may enact a statute or ordinance, adopt a policy or regulation, or impose a contract, zoning, permitting, or licensing requirement, or any other condition, that would require any person to accept any provision that is a subject of collective bargaining under state or federal labor laws. The bill defines federal labor laws as the National Labor Relations Act. Finally, the bill prohibits the state and local governments, and their employees, from requiring any person to waive the person's rights under state or federal labor laws as a condition of any other approval by the state or local governmental unit, and violators of that provision would be subject to the penalties that apply to a Class A misdemeanor, which is a fine not to exceed \$10,000 or imprisonment not to exceed 9 months, or both.

For further information see the *state and local* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 66.0134 of the statutes is created to read:

66.0134 Labor peace agreements prohibited. (1) DEFINITIONS. In this section:

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1 (a) "Federal labor laws" means the federal Labor Management Relations Act,
2 29 USC 141 to 144, and the federal National Labor Relations Act, 29 USC 151 to 169.

3 (b) "Local governmental unit" means a city, village, town, county, school
4 district, including a 1st class city school district, technical college district, sewerage
5 district, drainage district, or any other special purpose district in this state, or any
6 other public or quasi-public corporation, officer, board, or other public body, an
7 agency or corporation of a political subdivision or special purpose district, or a
8 combination or subunit of any of the foregoing.

9 (2) AGREEMENTS PROHIBITED. Neither the state nor a local governmental unit
10 may enact a statute or ordinance; adopt a policy or regulation; or impose a contract,
11 zoning, permitting, or licensing requirement, or any other condition including a
12 condition of any regulatory approval; that would require any person to accept any
13 provision that is a mandatory or nonmandatory subject of collective bargaining
14 under state or federal labor laws.

15 (3) WAIVER PROHIBITED. Neither the state nor a local governmental unit, nor any
16 of its employees, may require any person to waive the person's rights under state or
17 federal labor laws, or compel or attempt to compel a person to agree to waive the
18 person's rights under state or federal labor laws as a condition of any regulatory
19 approval or other approval by the local governmental unit.

20 (4) AGREEMENTS VOID. Any agreement entered into, renewed, modified, or
21 extended on or after the effective date of this subsection [LRB inserts date],
22 between any person and any labor organization in violation of this section is void.

23 **SECTION 2.** 66.0408 (2) (d) of the statutes is created to read:

24 66.0408 (2) (d) With regard to the areas in which any department of state
25 government may impose occupational licensing requirements on any profession, a

SENATE BILL 634**SECTION 2**

1 political subdivision may not impose any occupational licensing requirements on an
2 individual who works in that profession that are more stringent than the
3 requirements imposed by the department that regulates that profession.

4 **SECTION 3.** 103.007 of the statutes is created to read:

5 **103.007 Local regulation of hours of labor and overtime; statewide**
6 **concern; uniformity.** (1) The legislature finds that employee hour and overtime
7 requirements that are uniform throughout the state is a matter of statewide concern
8 and that the enactment of an ordinance by a city, village, town, or county regulating
9 employee hours or overtime would be logically inconsistent with, would defeat the
10 purpose of, and would go against the spirit of the employee hour and overtime
11 requirements. Therefore, the employee hour and overtime requirements shall be
12 construed as an enactment of statewide concern for the purpose of providing
13 employee hour and overtime requirements that are uniform throughout the state.

14 (2) In this section, "employee hour and overtime requirements" means the
15 requirements set forth in ss. 103.01 to 103.03, 103.24, 103.38, 103.65 (2), 103.66 (2),
16 103.67 (1), 103.68, 103.85, 103.915 (4) (b), 103.93 (4), 103.935, and 104.045 (3) and
17 in the rules promulgated under those sections.

18 (3) (a) Subject to par. (c), no city, village, town, or county may enact or enforce
19 an ordinance that regulates employee hours or overtime, including scheduling
20 employee work hours or shifts.

21 (b) Subject to par. (c), if a city, village, town, or county has in effect on the
22 effective date of this paragraph [LRB inserts date], an ordinance that regulates
23 employee hours or overtime, including scheduling employee work hours or shifts, the
24 ordinance does not apply and may not be enforced.

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1 (c) Nothing in this section prohibits a city, village, town, or county from
2 enacting or enforcing any of the following ordinances:

- 3 1. An ordinance that limits the hours that a business may operate.
4 2. An ordinance described in s. 103.34 (14) (b) that regulates hours or overtime
5 of a traveling sales crew worker, as defined in s. 103.34 (1) (f).

6 SECTION 4. 103.12 of the statutes is created to read:

7 **103.12 Local regulation of employment benefits; statewide concern;**
8 **uniformity.** (1) The legislature finds that each employer in this state should be
9 allowed to determine the employment benefits the employer provides to its
10 employees without interference by local governments. The legislature finds that the
11 absence of such local regulations is a matter of statewide concern and that the
12 enactment of an ordinance by a city, village, town, or county regulating the
13 employment benefits an employer provides to its employees would be logically
14 inconsistent with, would defeat the purpose of, and would go against the spirit of the
15 legislature's intent to allow each employer to determine the employment benefits the
16 employer provides to its employees. Therefore, this section shall be construed as an
17 enactment of statewide concern for the purpose of providing uniform regulation
18 throughout the state regarding the employment benefits an employer may be
19 required to provide to its employees.

20 (2) In this section, "employment benefit" means anything of value, other than
21 wages and salary, that an employer makes available to an employee, including a
22 retirement, pension, profit sharing, insurance, or leave benefit.

23 (3) (a) Except as provided in ss. 103.10 (1m) (d) and 103.11 (2) (d), no city,
24 village, town, or county may enact or enforce an ordinance requiring an employer to
25 provide certain employment benefits to its employees, to provide a minimum level

SENATE BILL 634**SECTION 4**

1 of employment benefits to its employees, or to prescribe the terms or conditions of
2 employment benefits provided to its employees.

3 (b) Except as provided in ss. 103.10 (1m) (d) and 103.11 (2) (d), if a city, village,
4 town, or county has in effect on the effective date of this paragraph [LRB inserts
5 date], an ordinance requiring an employer to provide certain employment benefits
6 or to provide a minimum level of employment benefits to its employees, the ordinance
7 does not apply and may not be enforced.

8 **SECTION 5.** 103.36 of the statutes is created to read:

9 **103.36 Employer right to solicit salary information of prospective**
10 **employees; statewide concern; uniformity.** (1) An employer may solicit
11 information regarding the salary history of prospective employees.

12 (2) The legislature finds that the provision of an employer right to solicit salary
13 information that is uniform throughout the state is a matter of statewide concern and
14 that the enactment of an ordinance by a city, village, town, or county that prohibits
15 an employer from soliciting salary information would be logically inconsistent with,
16 would defeat the purpose of, and would go against the spirit of this section.
17 Therefore, this section shall be construed as an enactment of statewide concern for
18 the purpose of providing an employer right to solicit salary information that is
19 uniform throughout the state.

20 (3) (a) No city, village, town, or county may enact or enforce an ordinance
21 prohibiting an employer from soliciting information regarding the salary history of
22 prospective employees.

23 (b) If a city, village, town, or county has in effect on the effective date of this
24 paragraph [LRB inserts date], an ordinance prohibiting an employer from

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1 soliciting information regarding the salary history of prospective employees, the
2 ordinance does not apply and may not be enforced.

3 **SECTION 6.** 104.001 (3) of the statutes is repealed.

4 **SECTION 7.** 109.09 (3) of the statutes is created to read:

5 109.09 (3) (a) The legislature finds that the provision of a wage claim and
6 collection law that is uniform throughout the state is a matter of statewide concern
7 and that the enactment of a wage claim or collection ordinance by a city, village, town,
8 or county would be logically inconsistent with, would defeat the purpose of, and
9 would go against the spirit of this section. Therefore, this section shall be construed
10 as an enactment of statewide concern for the purpose of providing a wage claim and
11 collection law that is uniform throughout the state.

12 (b) No city, village, town, or county may enact or enforce an ordinance that
13 regulates wage claims or collections.

14 (c) If a city, village, town, or county has in effect on the effective date of this
15 paragraph [LRB inserts date], an ordinance that regulates wage claims or
16 collections, the ordinance does not apply and may not be enforced.

17 **SECTION 8.** 111.31 (5) of the statutes is repealed.

18 **SECTION 9.** 111.315 of the statutes is created to read:

19 **111.315 Statewide concern; uniformity.** (1) The legislature finds that the
20 provision of employment discrimination regulations that are uniform throughout
21 the state is a matter of statewide concern and that the enactment of an ordinance by
22 a city, village, town, or county regulating employment discrimination would be
23 logically inconsistent with, would defeat the purpose of, and would go against the
24 spirit of the employment discrimination regulations in this subchapter. Therefore,
25 the employment discrimination regulations in this subchapter shall be construed as

SENATE BILL 634**SECTION 9**

1 an enactment of statewide concern for the purpose of providing employment
2 discrimination regulations that are uniform throughout the state.

3 (2) (a) No city, village, town, or county may enact or enforce an ordinance
4 related to employment discrimination.

5 (b) If a city, village, town, or county has in effect on the effective date of this
6 paragraph [LRB inserts date], an ordinance related to employment
7 discrimination, the ordinance does not apply and may not be enforced.

8 **SECTION 10.** 111.337 (3) of the statutes is repealed.

9 **SECTION 11.** 111.371 (intro.) of the statutes is amended to read:

10 **111.371 Local ordinance; collective bargaining agreements.** (intro.)

11 ~~Section~~ Sections 111.315 and 111.37 does do not do any of the following:

12 **SECTION 12.** 947.21 of the statutes is created to read:

13 **947.21 Labor peace agreements prohibited.** Anyone who knowingly
14 violates s. 66.0134 (3) is guilty of a Class A misdemeanor.

15 **SECTION 13. Initial applicability.**

16 (1) The treatment of section 947.21 of the statutes first applies to a violation
17 that occurs on the effective date of this subsection.

18 (END)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Information Technology

FROM: Kevin Clark

SUBJECT: Recommendation from the Finance and Personnel Committee to fund Closed Captioning for Channel 4 Programming

The Finance and Personnel Committee recommended approving funding for closed captioning for Channel 4 programming which would range between \$7,000 and \$17,000 for 2018.

New Information: at the Committee meeting, Ald. Lueck requested any information that the League of Wisconsin Municipalities may have on this topic. On February 15, 2018, the League advised of a partnership with a Minnesota Law Firm to provide analysis of individual municipal ADA needs with respect to video broadcasting. Attached are copies of the League letter announcing this partnership and law firm proposal, - JSL

ATTACHMENTS:

- Memorandum-ClosedCaptioning_02-09-2018 (PDF)
- Memorandum-ClosedCaptioning02_02-13-2018 (DOCX)
- League Letter Closed Captioning Partnership (PDF)
- Closed Captioning Project (WI) 20180215 (PDF)

MEMORANDUM

City of De Pere

TO: Mayor Michael J. Walsh
Common Council Members

FROM: Kevin Clark, Video Production and Marketing Coordinator

DATE: February 8, 2018

SUBJECT: Captioning for Video Content

Staff has been made aware that video content produced by the City is not in compliance with Title II of the Americans with Disabilities Act (ADA) as it doesn't provide equal access to the information for persons who are deaf and/or hard of hearing. Staff is looking at captioning services as a solution with estimated costs ranging from \$7,000 to \$17,000 for 2018.

Details for ADA compliance:

- <https://www.ada.gov/pcatoolkit/chap3toolkit.htm> states:
 - “Under Title II of the ADA, all state and local governments are required to take steps to ensure that their communications with people with disabilities are as effective as communications with others. This requirement is referred to as “effective communication” and it is required except where a state or local government can show that providing effective communication would fundamentally alter the nature of the service or program in question or would result in an undue financial and administrative burden.”
 - What does it mean for communication to be “effective”? Simply put, “effective communication” means that whatever is written or spoken must be as clear and understandable to people with disabilities as it is for people who do not have disabilities. This is important because some people have disabilities that affect how they communicate.
- Options to become compliant:
 - Closed captions (captions can be turned on or off)
 - Open captions (captions always displayed)
 - A sign language interpreter shown in a picture-in-picture format.
- Captioning must be a minimum of 99% accurate to be compliant
- Voice-to-text services such as YouTube's automatic captioning is not sufficient
- Captions should include non-speaking audible indicators such as [Gavel Slams], [Laughter], and speaker identification

Additional Information

- Public meeting videos represent the majority of new video content that would need to be captioned. Historically:
 - 2015 & 2016 had roughly 75 hours of meeting video coverage
 - 2017 had roughly 85 hours of meeting video coverage
- Additionally all other video content produced by the City would need to be captioned.
- To continue live broadcasts and live streaming the City would need to purchase additional hardware and the services of a transcriptionist at each meeting. Further consideration would be required to maintain live broadcast/streaming services.
- In 2017 there were 407 views of live streamed meetings
- In 2017 there were 1,550 views of on-demand meetings online
- There is no data available for TV channel views
- 2017 Average meeting length: 58 Minutes
- 2016 average meeting length: 53 minutes
- Staff is working on the technical details of solutions. More information on possible solutions will be provided prior to the Finance and Personnel meeting.

MEMORANDUM

City of De Pere

TO: Mayor Michael J. Walsh
Finance and Personnel Committee Members

FROM: Kevin Clark, Video Production and Marketing Coordinator

DATE: February 13, 2018

SUBJECT: Captioning for Video Content

(This memorandum is in addition to the memorandum that is in the agenda packet)

Staff has determined that the following changes would need to be made in order to bring the City's video content into compliance with ADA regulations:

- Live TV broadcasts and live streaming meetings would cease to exist. To be compliant a captioning encoder would need to be purchased as well as the services of a transcriptionist attending each meeting. Meeting coverage is the only content broadcast and streamed live.
- Content broadcast on the TV channel would need to have open captions burned into all the videos which would always appear on the video. Providing closed captioning (where the viewer at home can toggle captions on and off using the TV remote) would require a captioning encoder to be purchased.
- Meetings would debut on the TV channel in a delayed manner while the captions are created. This would generally be a 1-4 business day delay for the average meeting. Meetings longer than 3 hours can take up to 7 days.
 - Current TV debut is at 7:30 PM the evening following the meeting.
- Meeting videos on the City's IQM2 web portal would be uploaded once the captioning file is received. The delay time would coincide with the TV channel debut delay as indicated above.
 - Current practice is to have the meeting video online the day after the meeting.
- Captioning non-meeting video content would be included in the production process. Viewers would experience no change. This applies to both TV broadcast and on-demand online viewing.

Two popular captioning service providers are Rev and 3Play Media. Rev charge \$1 per video minute. 3Play Media would charge between \$2.30 and \$2.50 per video minute depending on quantity of prepaid hours of service, if any.

Staff has received a captioning file from Rev. The file types offered by Rev are incompatible with the IQM2 platform and staff is encountering challenges converting the file to one that will work properly. Staff is continuing efforts to find a solution.

3Play Media offers the captioning format for the IQM2 platform as one of their standard formats. Staff is awaiting a caption file from 3Play Media to ensure proper functionality.

Staff is hopeful a solution can be found for converting the Rev produced caption file to meet our needs, as it is the less expensive option.



February 15, 2018

Dear Member,

Over the last several months, there has been increasing concern about how municipalities and school districts should respond to the requirements of the Americans with Disabilities Act, particularly in regard to meeting coverage and other video programming cablecast on public, education, and government access channels and streamed on the web.

Wisconsin Community Media and the League of Wisconsin Municipalities have talked about this issue with Atty. Mike Bradley of Bradley Berkland Hagen & Herbst of Woodbury, MN. Atty. Bradley has a national reputation in the fields of cable television and telecommunications and has spoken recently about what cities need to do about the closed captioning requirements of the FCC and the ADA to the SouthEast Association of Telecommunications Officers and Advisors (SEATO). Atty. Bradley is also licensed to practice law in Wisconsin.

At our request, Atty. Bradley has developed a proposal to provide legal counsel on this issue for Wisconsin municipalities that are interested in obtaining a group rate. The report would include an analysis of the requirements of the FCC and the ADA as they relate to video programming (both cablecast and streamed), a survey of options and costs to meet the requirements of the law, and how each particular community can best respond based on their budget and the type and quantity of programming they produce and distribute. Each jurisdiction participating in the project would come away with a roadmap showing how to become ADA compliant.

Atty. Bradley's proposal is included in this email.

If you are interested in participating, please email Curt or Mary no later than Friday, March 15.

Sincerely,

A handwritten signature in blue ink that reads "Mary Cardona".

Mary Cardona
Executive Director
Wisconsin Community Media
exec@wisconsincommunitymedia.com

A handwritten signature in blue ink that reads "Curt Witynski".

Curt Witynski
Deputy Executive Director
League of Wisconsin Municipalities
witynski@LWM-info.org



Bradley

To: Members of Wisconsin Community Media and League of Wisconsin Municipalities
From: Bradley Berkland Hagen & Herbst, LLC
Re: Closed Captioning Project
Date: February 15, 2018

Closed Captioning – Proposed Work Plan

Local governments must comply with the closed captioning requirements of both the Federal Cable Act and the Americans with Disabilities Act (ADA). While local governments are likely exempt from the majority of closed captioning requirements under the Federal Cable Act without taking additional action, local governments are not exempt from the ADA and rules promulgated by the United States Department of Justice (DOJ) unless certain actions are taken. As a result, local governments risk exposure under the ADA's closed captioning requirements in the event the DOJ undertakes a compliance audit of the local government. I have attached some select slides from a presentation that I recently made at the SEATOA Annual Conference that review closed captioning requirements under the Federal Cable Act and the ADA.

In short, every local government must do the following to ensure compliance with the ADA and DOJ rules:

- Consider how you can meet the needs of people with disabilities to the maximum extent possible.
- Determine the financial and administrative burden each option would have, considering all resources available to the Local Government/PEG Operator.
- If you conclude that closed captioning and/or other auxiliary aids or services would create an undue burden, prepare a written statement to that effect signed by the Head of Public Agency (or designee).

To assist local governments in ensuring compliance with the ADA and DOJ rules, we are putting together a group of clients to help each client determine whether and how it can provide captioning services and to determine the costs of providing such services. We will also work with each client in determining whether providing captioning services will create a financial and administrative burden considering all of the resources available. If appropriate, we will assist each client in preparing a written exemption statement.

Bradley Berkland Hagen & Herbst, LLC

Deliverables

To accomplish these objectives, we will assist each client by providing the following services:

- Identify closed captioning options for PEG channels and web streaming;
- Obtain pricing estimates for the provision of closed captioning equipment from up to three sources for captioning both PEG channels and web streaming;
- Obtain pricing estimates for live captioning services from up to 3 sources;
- Obtain pricing estimates for description captioning services from up to 3 sources;
- Obtain pricing estimates for Spanish captioning (or other language of client's choice) from up to 3 sources;
- Confirm that the cable operators are capable of receipt and playback of closed captioning;
- Consult on feasibility of providing captioning with each client;
- Prepare a report for each client summarizing closed captioning rules, captioning options, captioning pricing, and captioning feasibility analysis; and
 - The report will include how and whether the ADA rules would affect Public access programs, where the "producer" is an individual, not the city, even though the city provides the facilities to produce the program.
 - The report will include a legal analysis of applicable FCC and ADA law and regulations (including citations) and cover whether there is any difference between the law and rules that are in effect for streaming video and cable-distributed video.
- Prepare documents required for ADA compliance, such as written exemption statement.

When we commence the project, we will request information from each participant related to Access Channel usage, web streaming, basic budget information, and such other information needed to review legal compliance.

Fees

Our fees for this project will be \$1,000.00 flat fee per municipality. A minimum of 20 municipalities are needed to commence the project at this pricing level. The flat fee will be reduced on a pro rata basis in the event 40 or more cities participate.

Time Frame

We expect to commence the project no later than April 1, 2018 and complete the project by July 31, 2018, provided we receive timely information from all of the participants.

About Bradley Berkland Hagen & Herbst, LLC

Bradley Berkland Hagen & Herbst, LLC is a municipal consulting firm assisting local government entities across the country.

Contact Information

Bradley Berkland Hagen & Herbst, LLC

Mike Bradley
2145 Woodlane Drive, Suite 106
Woodbury, MN 55125
mike@bradleylawmn.com
www.BradleyLawMN.com
(651) 379-0900 ext. 101

Request for Closed Captioning Study

- ☐ Yes, our local government entity would like to participate in the Municipal Closed Captioning Project and agree to the flat fee listed above.

City: _____

Address: _____

Contact Person: _____

E-Mail: _____

Phone Number: _____

Please return this request to Mike Bradley at mike@bradleylawmn.com, or by fax to (651) 379-0999.





Closed Captioning and PEG

The 2017 SEATOA Annual Conference

By Mike Bradley
Bradley Berkland Hagen & Herbst, LLC
mike@bradleylawmn.com
(651) 379-0900 ext. 101
March 27, 2017

FCC PEG Channel Exemption

- Closed captioning **not required** if the captioning expense would **exceed 2%** of gross revenues.
- **Any channel** producing **revenues below \$3M** annually is exempt from the closed captioning requirements of the Communications Act.
 - 47 CFR § 79.1(d)(11).
- **No PEG Channel Produces Revenues of \$3M** – All PEG Channels are Exempt from FCC Closed Captioning Laws




Closed Captioning and the Americans with Disabilities Act

- ADA Title II
 - Prohibits discrimination against persons with disabilities
 - In all programs, services, and activities of state and local government.
- Effective Communications Requirement
 - When governments seek to communicate with the public, they must do so by means that are as effective to those with disabilities as to others.




Does the ADA Cover PEG?

- Does the ADA Title II apply to PEG? DOJ Says Yes.
 - <https://www.fcc.gov/news-events/events/2015/11/roundtable-discussion-of-closed-captioning-for-public-access-and-governmental-programming>
 - Minutes 31-36
- FCC Roundtable on CC (Nov. 2015)




ADA Application to Access TV

- DOJ Nondiscrimination Rules implementing Title II
- **“Television and videotape programming produced by public entities” are covered by Title II of the ADA.**
 - Explicitly inclusive of state and local governments and their subdivisions and instrumentalities
 - Include the City’s government access channel, since it is television programming produced by a City department.
 - Therefore, the City’s government access channel must provide “effective communication” to disabled persons under the ADA.
- Authority: Nondiscrimination Rules, 56 Fed. Reg. 35694 (July 26, 1991), available at <http://www.ada.gov/reg2.html>



How to Provide Effective Communications

- Effective communication is accomplished through “auxiliary aids and services.”
- In determining what type of auxiliary aid and service is necessary, a public entity shall **give primary consideration to the requests of the individual with disabilities.**
- Authority: 28 C.F.R. § 35.160 (2009)



Auxiliary Aids - Exemption Reasonableness Standard

- The broad mandate of Title II accommodations is limited by a **reasonableness standard**.
 - Exempts public entities from compliance
 - If providing auxiliary aids or services "*would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens.*"
- Many (but not all) PEG Operations/Local Governments have limited financial and administrative resources
 - May therefore be exempt from compliance with Title II



What Do I Have to Do?

- Determine what options it has to provide effective communications to disabled persons.
 - This would include, but would not be limited to, the auxiliary aid or service of closed captioning.
 - Study different methods to provide closed captioning
 - Study other auxiliary aids and services to provide effective communications to disabled persons in this context, such as using a transcription service or using voice recognition software.



What Do I Have to Do?

- Consider how you can meet the needs of the disabled to the maximum extent possible
- Determine the financial and administrative burden each option would have, considering all resources available to the Local Government/PEG Operator.
- Prepare a **Written Statement**
 - If you conclude that closed captioning and/or other auxiliary aids or services would create an undue burden.
 - Signed by Head of Public Agency (or designee)



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Recommendation from the Finance and Personnel Committee to postpone any development consideration for Parcels ED-796, ED-794, ED-793, ED-788-1 (also known as Perrot Square) until the Cultural District Master Plan is complete.

On Tuesday, February 13, 2018, the Finance and Personnel Committee voted 3-0 to recommend postponing any development consideration for parcels ED-796, ED-794, ED-793, ED-788-1 (commonly known as Perrot Square) until the Cultural District Master Plan is complete.

The Development Team gave the attached presentation to the Committee. The Cultural District Master Plan is anticipated to be complete in early June 2018.

ATTACHMENTS:

- George Street Station FP 2-2018 (DOCX)
- George Street Station_De Pere Retro LLC_FEB 13th Finance Mtg_prepared February 6 2018 (PDF)
- Developer Presentation FP February (PDF)

City of De Pere MEMORANDUM



To: City of De Pere Finance and Personnel Committee
 From: Kimberly Flom, Development Services Director
 Date: February 13, 2018

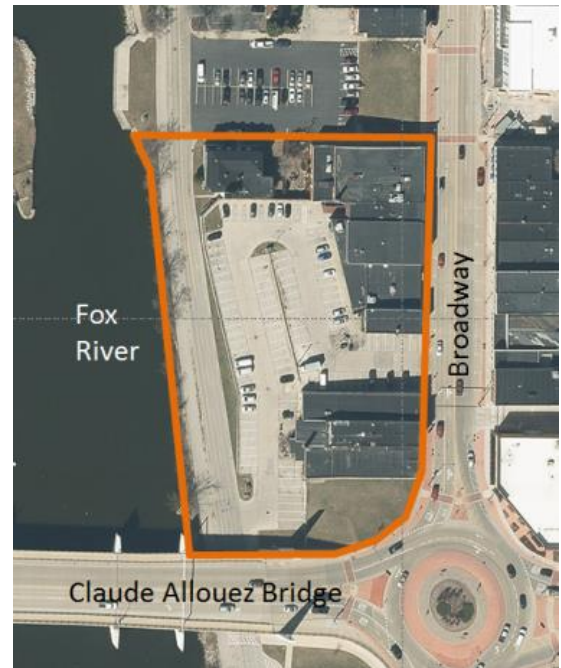
RE: **Municipal Property Development Request – Avente Development, Corp. & De Pere Retro, LLC.
 Parcels ED-796, ED-794, ED-793, ED-788-1, generally known as Perrot Square.**

Request Summary

Avente Development, Corp. & De Pere Retro, LLC have submitted a request to propose a development on the city-owned parking structure (also known as Perrot Square) and part of Front Street Right of Way on the Front Street block (Parcels ED-796, ED-794, ED-793, ED-788-1) for the George Street Station project, a mixed use redevelopment. The final ownership of the municipal property is to be determined.

Site History

The Front Street block is located directly along the Fox River, bordered by the former bridge approach to the north, Broadway to the east, the Claude Allouez Bridge and roundabout to the south and the Fox River to the west. The property has enormous potential for redevelopment and public realm due to its downtown location and desirable river views. The 2010 Downtown Master Plan provided conceptual renderings for mixed-use redevelopment in this area block as illustrated below.



Front Street Block Boundary



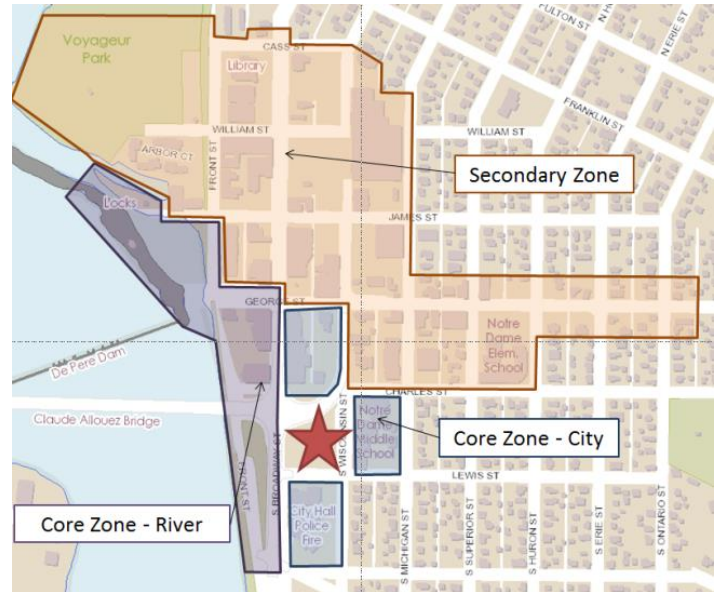
2010 Downtown Master Plan Redevelopment Diagrams

Attachment: George Street Station FP 2-2018 (6685 : De Pere Retro LLC Request for development of Perrot Square)

However, the City has not actively marketed the parking structure via real estate avenues or a request for proposals. In 2016, Riverwatch Development, LLC proposed a new mixed-use building at 132 South Broadway, the Century Lanes property.

The Plan Commission reviewed the conceptual proposal as an informational item at their November 2016 meeting. Public comments about the proposal varied. While most supported the exploration of redevelopment in this area, some were concerned about the proposed height of the building. The applicant terminated the petition in March of 2017. While the Riverwatch project never reached a phase of formal zoning review, research did indicate that guiding and regulatory documents, like the Downtown Master Plan, Zoning Code and Main Street Design Guidelines, conflict in their recommendations about height and design.

Since that time, the Council has authorized funds to engage in a Cultural District Master Plan in response to the proposed Mulva Cultural Center. The Cultural Center was not under consideration during the preparation of the 2010 Downtown Master Plan and could be a catalytic and legacy development in Downtown De Pere. The Cultural District Master Plan will utilize a charrette style process in order to establish an updated vision for the east side of Downtown De Pere. This project will serve as an extension of the 2010 Downtown Master Plan and help align the conflicting recommendations of the current documents and provide guidance for current initiatives like the zoning code rewrite. Central to the study is a focus on the Front Street block (it is part of the Core Zone) and an emphasis on preserving river views.



Cultural District Master Plan Boundary

The Front Street Parking Structure currently provides approximately 108 long term and short term public parking stalls. Many of those stalls are utilized by the surrounding businesses. The George Street Station project proposes 250 public parking stalls and approximately 134 to 170 private stalls. Generally, parking in the proposed development is in the same location as parking in the new development, but in a ramp configuration with a proposed public plaza on top. Any proposed development will be analyzed carefully in order to provide the appropriate amount of parking for a Downtown Development.

Project Summary

The attached document summarizes the proposal for George Street Station. Over the past year, the applicant has worked to secure site control for properties within the Front Street Block. To date, they own 110/116 Broadway (Bonsai/Bridal Shop) and have contracts on a number of the other properties (detailed on page two of their submittal). The development plan generally encompasses most of the Front Street block except the 'Turba' buildings (Parcels ED-783 and ED-784).

A detailed site plan is not yet available, but the developer proposes three 8-10 story buildings connected at the base by a multi-level parking structure. The roof of the parking structure would serve as a public plaza. The project would be built in three phases from 2019 to 2021.



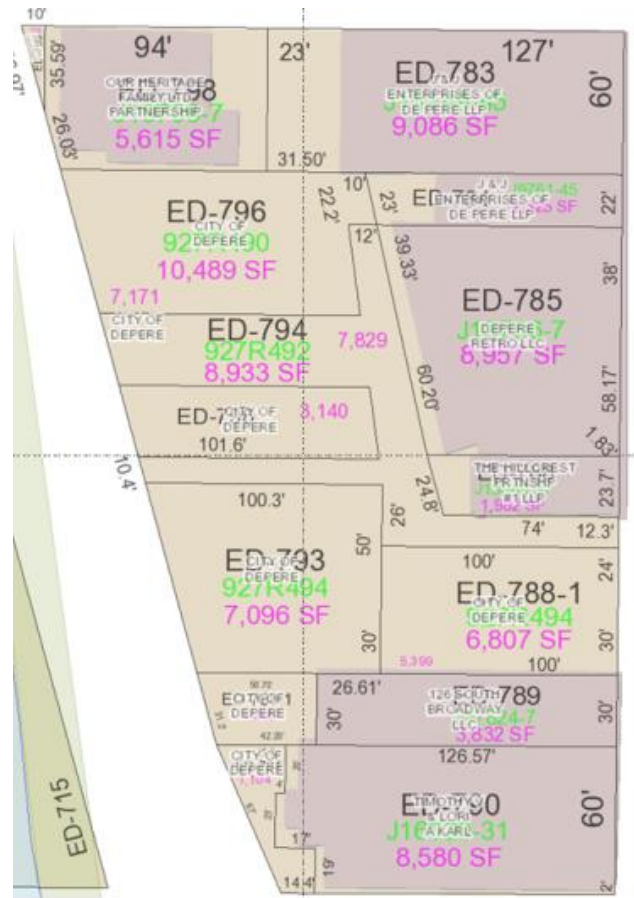
Rendering of proposed George Street Station (left: Building 'A'. right: View from Fox River)

The developer has requested a public-private partnership with the City in the form of land acquisition and a TID incentive. While preliminary, total projected increment for the project is estimated to be approximately \$17M over the life of the TID (\$20M if the Council extends the TID by 3 years). Early conversations indicate that the developer is requesting 100% of the increment generated as developer grants at each phase of the project. Additionally, the developer anticipates that the City will fund the construction of the parking garage and public plaza, estimated at approximately \$7.9M. After financing and interest costs are added for bonding, the overall initial City investment is estimated to be approximately \$28M. The City historically only provides incentives as percentages of overall assessed value. Those percentages typically do not equate to 100% of the increment generated. The project would likely need to be modified and reviewed in more detail in order to refine the terms of the partnership.

Development Process

Because the proposed development includes the Front Street Parking structure, the first step is to authorize the sale of the property. While the City has customarily used a request for proposal process when marketing city property for development/re-development, the fact that the developer has already acquired rights to the adjacent parcels makes it highly unlikely that any other proposal would be forthcoming. As such, an approach similar to New Leaf would be used if the Council approved the sale and redevelopment of the parking lot.

Consideration of a sale/redevelopment of City property is one of many municipal approvals necessary for this project. The City would need to order an appraisal and possible other information like a property survey and/or a Phase 1 Environmental Assessment. Here is an abbreviated list of other City reviews that might be required:



Front Street Block parcels and ownership

Phase 1 –LAND ACQUISITION

Property Appraisal (Finance/Personnel & Council – depending on cost)
 Certified Survey Map – if property lines are modified (Plan Commission & Council)
 Sales Agreement/Purchase Option/Development Agreement (Finance/Personnel & Council)

Phase 2 - FINANCING

Purchase or Developers Agreement (Finance/Personnel & Council)

Phase 3 - PLANNING AND PERMITTING

Site Plan (Plan Commission)
 Planned Development (in order to modify current zoning requirements) (Plan Commission & Council)
 Right of Way Vacation (Plan Commission & Council)
 Release of Utility Easements (Board of Public Works & Council)
 Building and Health Permits (City – administrative)

Summary

The developer, De Pere Retro, LLC, is requesting that the City authorize the development of City owned parcels ED-796, ED-794, ED-793, ED-788-1, generally known as Perrot Square, in order to facilitate the George Street Station project.

Possible courses of action include:

- 1) Approve request.
- 2) Deny request – keep parking lot.
- 3) Issue a Request for Proposals for property.
- 4) Postpone any development consideration until Cultural District Master Plan is complete.
- 5) Other as discussed/introduced by Council.

The Common Council will also review this item. If you have any questions prior to the meeting, feel free to contact me.



George Street Station

by: Avente Development, Corp.

owner: De Pere Retro, LLC

"A Vibrant Mixed-Use Development providing a desired residential base anchored by retail, galleries, and restaurants with community pedestrian, bicycle and vehicle access to gather, meet, dine, relax and enjoy the best of De Pere's new Cultural District."

February 5, 2018

George Street Station

by: Avente Development, Corp.

owner: De Pere Retro, LLC

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A Vision of strengthening community bonds and revitalization of Downtown De Pere

...

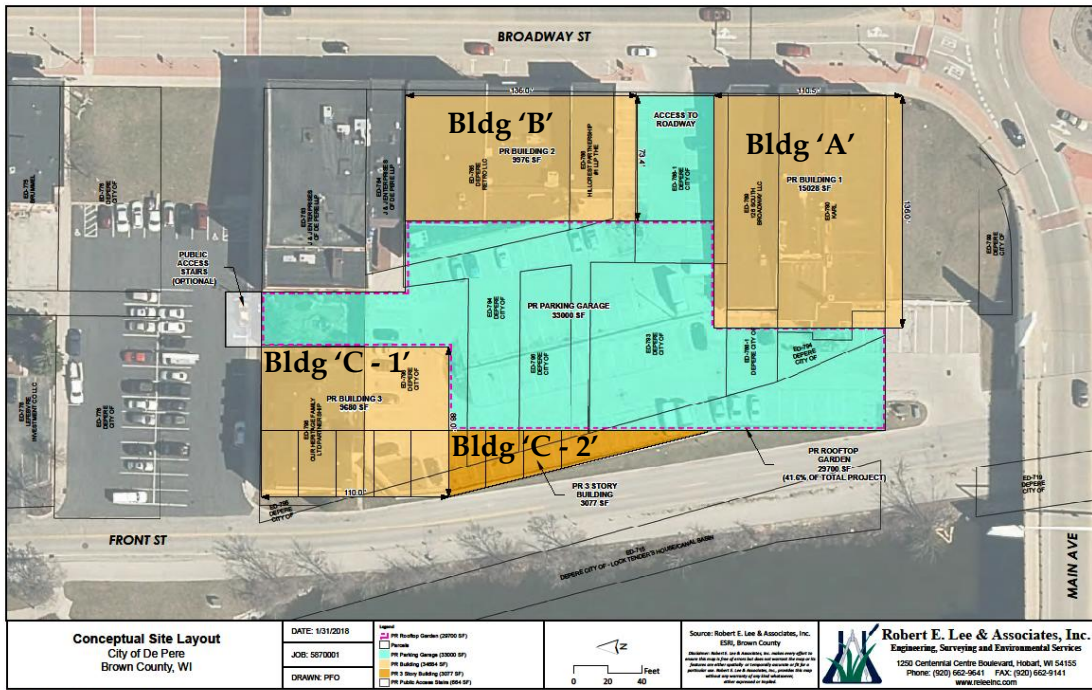
Provided with a planned palette within the TID 7 neighborhood, a design conceptualizing the goals of De Pere's Comprehensive Plan and Downtown Master Plan, a vibrant downtown via areas of distinctive urban living, fine & casual dining, play, relaxation and work was conceived.

This vision is knowingly enhanced by the distinctive advantages of De Pere's Fox River amenities including natural views, trails, parks and more. The sought activities of the Fox River and the emerging vibrancy of the downtown guided the creation of linkages, substantial and ethereal, engaging pedestrians & bicyclists alike, and the enhancing of valuable viewing corridors & plazas.

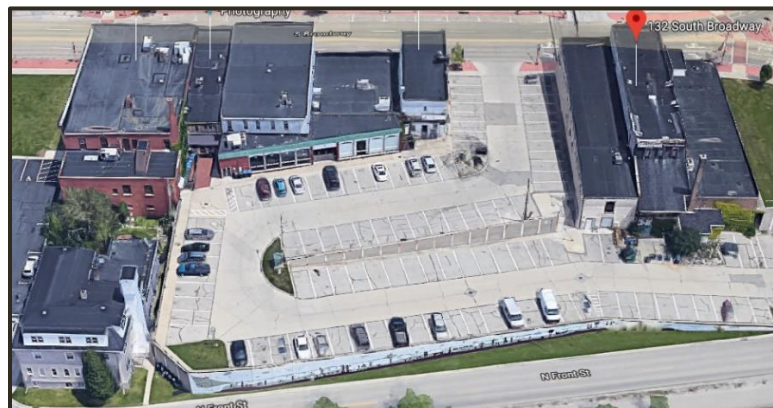
George Street Station

**PLAN SUMMARY:**

Redevelop the properties at the NW corner of downtown East De Pere roundabout, North to George Street Landing. To develop in three phases three buildings (condos, efficiency condos, urban apartments, retail, galleries, commercial, restaurants), plus 3 level, parking structure (430+ stalls total) with 30,000'+ square foot Rooftop Garden Plaza above featuring outdoor dining and community activity space. The design incorporates valued pedestrian, bicycle, auto and view corridors & linkages.

**PROPERTY DESIGNATIONS:**

The property is located in a City of De Pere TID. Current conditions range from somewhat blighted &/or vacant to fair. None of the buildings are historically designated.



George Street Station



PROJECT STATUS:

Preliminary plans drafted for both the Century Condo Building 'Building A', and the parking structure / rooftop plaza. (see pages 24 – 35) Concepts established for the commercial/apartment Broadway Building 'B', the 302 George Building 'C - 1 & 2', and Landscaped Rooftop Garden Plaza.

SUSTAINABILITY:

- Automated controls, high-efficiencies: HVAC, lighting, appliances
- Storm-water re-use, natural daylighting, astronomic powered shades
- Planned Auto EV's/hybrids, green rooftop common space,
- Underground, lot-interior parking,
- High-performance windows – glazing system & curtain wall

DISTINCTIVE SITE WITH MANY UNIQUE CHARACTERISTICS:

Fox River Amenities

- Fox River views (*water rapids directly in front, a community walkway out over the river, elevated views of Voyageur Park, Brown County Fairgrounds, St. Norbert campus, Wells Park / boat landing and down the wooded shores of the river, and east / SE urban views across to the Ledge*)
- Adjacent to Fox River Trail, offers bicycle/pedestrian access of destination and the downtown district
- Close walk to parks and boat landing

Urban setting

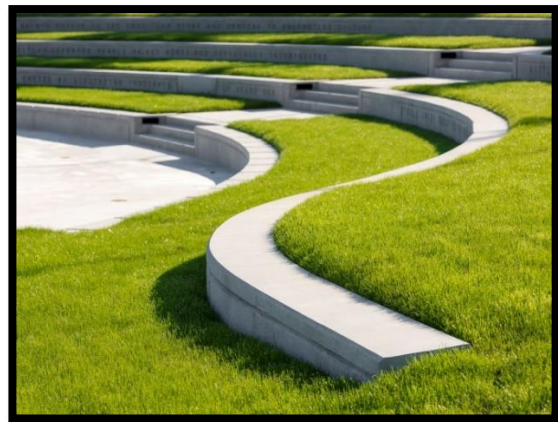
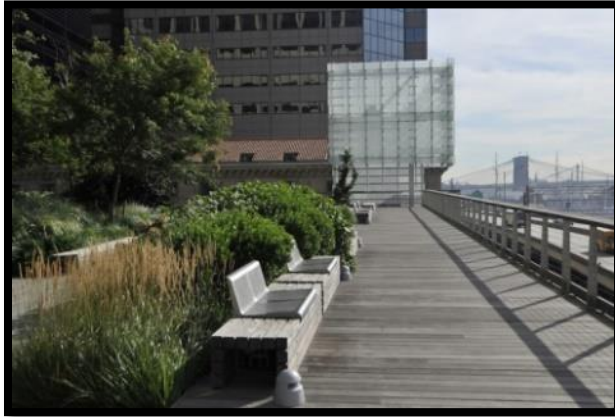
- Urban amenities and lifestyle: shops, restaurants, library, etc.
- Front Street parking access allows for traffic entering Broadway via controlled intersections.
- In De Pere with small town ambiance, and demand for housing – own & rent.
- Urban setting/amenities is a rapidly growing demand of millennials and retirees.

Elevation differences:

- Broadway 14' – 16' to Front Street
- Elevation differences from Broadway to Front Street: 'direct-entrance' three level parking structure with easy access of Front Street to enter downtown traffic patterns & Broadway
- Allows for substantial parking structure without the usual unsightly blocking of views.
- **Travel Times:**

5 mins	- I41 or Hwy 172,
10 mins	- Downtown Green Bay,
15 mins	- Aurora & St. Mary's Hospital

George Street Station



The Rooftop Garden Plaza

30,000'+ square feet in the middle of this development — will be a park-like destination that can be used year-round for outdoor events. It will also be a place where people can meet, go for a stroll, hang out, outdoor dining, take in the views & enjoy the ambiance of the downtown district.

Some may look at it as a wasted opportunity and that we could have brought in more money by developing additional structures, completely fill the project site. That would be the wrong way to look at it.

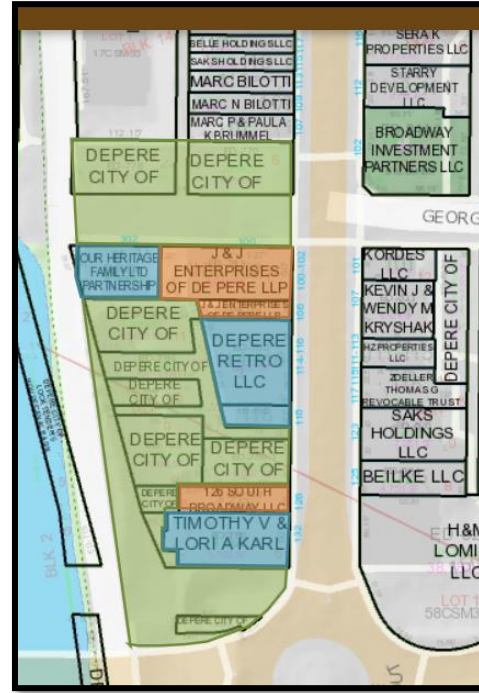
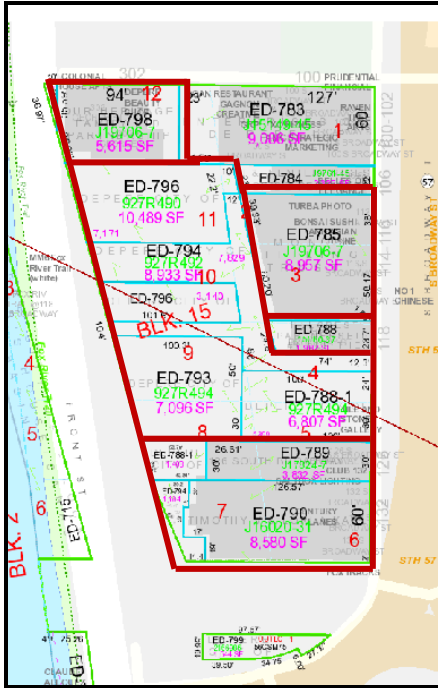
Instead, it makes George Street Station a diverse residential destination plus vibrant destination for the entire De Pere community and visitors. Charity food/concessions, holiday lighting events, private events, spaces for sculptures and local art displays, etc.

The Rooftop Garden Plaza will be the heart of the new George Street Station and will become an anchor destination to the proposed "Downtown Cultural District".

George Street Station

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George Street Station

**CURRENT PROPERTY OWNERSHIP / CONTRACTUAL:**

- Owned or 'under contract' with Purchase Date:
- City of De Pere, Parking & George St Landing:
- Discussions Currently w/Property Owners:

BLUE
GREEN
ORANGE

MIXED USE DEVELOPMENT COMPRISING THE PROPERTIES OF:

- | | | |
|---------------------|--|--------------------------------|
| ▪ 132 S Broadway | Century Bowling Lanes | (contract, closing date set) |
| ▪ 126 S Broadway | Tile Store-Saltbox Lighting | (preliminary discussions only) |
| ▪ 118 S Broadway | No. 1 Chinese restaurant | (contract, closing date set) |
| ▪ 110/116 Broadway | Bonsai / Bridal Shop | (Purchase Complete) |
| ▪ 302 George Street | 3-story apartment bldg. | (contract, closing date set) |
| ▪ City of De Pere | Surface 103+ parking stalls | adjoining property |
| ▪ 100/106 Broadway | Turba (not part of current project) | (preliminary discussions) |

George Street Station

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Visual preliminary representation of 'Building A' right, Front Street efficiencies (George Condo Bldg 'C' 1 is the tall building, George Bldg 'C' 2 is the 3 level Front Street condos/apartments), 3 level parking structure, and rooftop garden plaza

The Situation: Catch 22

This block has been included in a 2007 TID District. However, despite the goals and work of countless developers, redevelopment of this block has proved elusive.

The existing businesses and residences are provided inadequate, but necessary parking by the city parking. Any singular building redevelopment is not feasible due to the ability to create necessary parking for any individual building site redevelopment.

And the City likely cannot market or develop the parking lot because it is the only parking, again, for the existing businesses and residences.

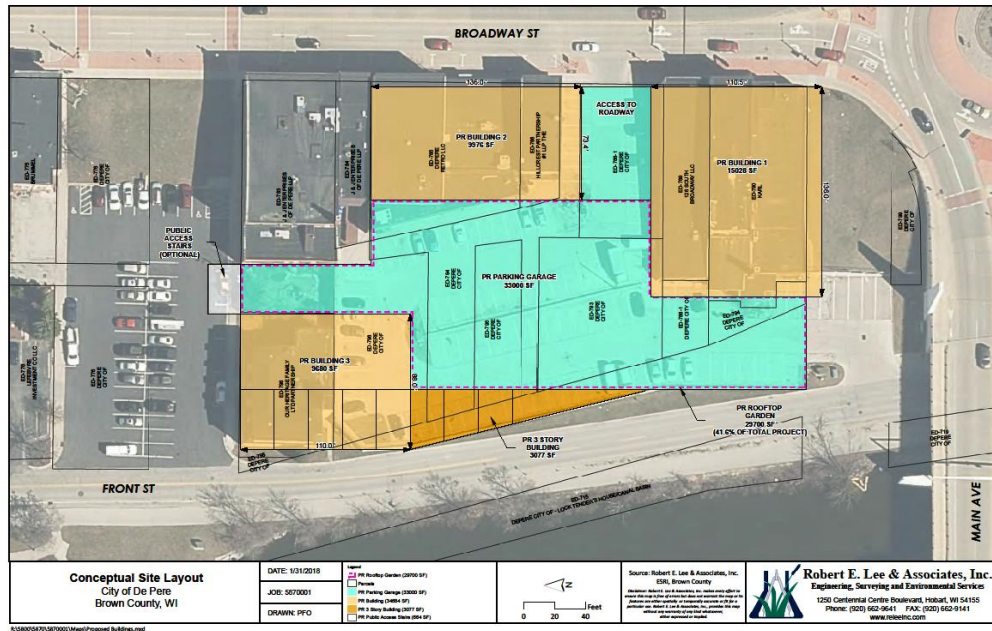
Only through the means of an all-encompassing vision and project plan that allows for the opportunity for redevelopment.

Today, De Pere Retro LLC has created and invested into an exciting and financially feasible vision to develop this blighted downtown block. Investor partners, property owners, businesses, architects, general contractor, engineers, legal & accounting firms and more have all come together. We have collaborated and enthusiastically embraced the vision of George Street Station both for the development opportunity and the community benefits provided.

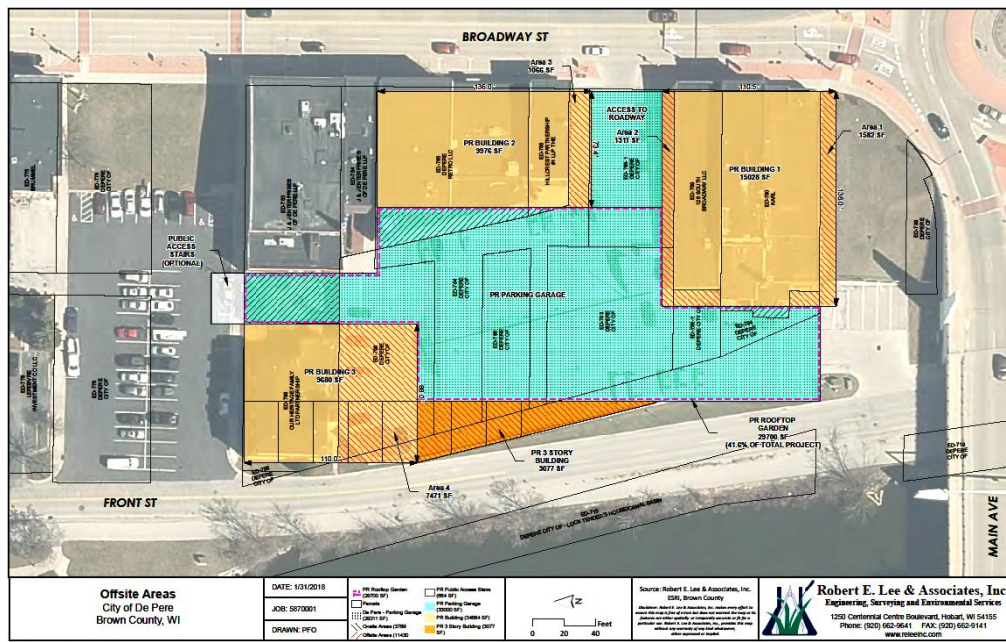
George Street Station



GEORGE STREET STATION SITE PLAN LAYOUT:



GEORGE STREET STATION SITE PLAN OFFSITE AREA:



Offsite incorporated into building sites: 11,430'

Private incorporated into parking structure: 3,789' = Net 7,641' sq. ft.

George Street Station

**BUILDINGS / DESCRIPTION:**

<i>Building 'A' & 'B' planned on past/current real estate market study, and conformity of Comprehensive & Downtown Master Plans</i>			<i>* Proposed: defined at later date by market of Phase I & II</i>
Century Condos – Bldg 'A' 126 – 132 S. Broadway	Broadway Building – Bldg 'B' 110 – 118 S. Broadway	George Condo – Bldg 'C' 1 & 2 302 George & Front Streets	
PHASE I	PHASE II (w/parking structure)	PHASE III	
8 Stories (option 7 – 10)	8 stories (option 7 – 8)	10 stories (option 8 – 10)	
2 commercial/office spaces	3 floors retail, gallery, dining	all residential	
41 Condos (980' – 3300' sq ft)	52 – 60 urban apartments	# 24 Front & # 36–42 George	
2 ½ levels parking 56 parking stalls	2 levels parking 54 – 60 parking stalls	3 levels parking 72 parking stalls	
122,204' sq ft total heated 129,890' sq ft total w/terraces	103,360' sq ft total, includes 3 story central atrium	142,526' sq ft inc., 154,526' sq ft w/add. designated parking	

Public Parking Structure	Rooftop Garden Plaza	PROJECT TOTALS
PHASE II (w/Bldg 'B')	Part of PHASE II	3 PHASES
3 Stories parking, * additional 4 th level →	1 level: located 1 level above Broadway St.	
250 public parking stalls <u>36 additional assigned</u> 286 total in parking structure	30,000' – 33,000'+ sq ft	153 – 167 Residences
Entrances: • Broadway Street • Front Street	Entrances: • steps George Landing • elevator/steps Front St • Broadway Bldg public • Condo Bldgs. private	8 +/- Broadway Street Retail, Galleries, Dining 1 floor and 3 floors
Provides secure access to private Resident parking	Fully landscaped, benches, utilizing stormwater re-use	432 – 438 Parking Stalls
All parking in project pre-set for electric auto charging	3 private building Associations pay for reserved terrace space along bldgs.	368,090' – 387,776' sq ft buildings, Not Inc. public parking or rooftop plaza
99,000' square feet	Cost projected \$509,000 – 619,800 (developer contribution)	projected tax Assess Value Total: \$58,970,645

George Street Station

**OPTIONAL ADDITIONAL PROJECT PHASES:****Phase IV* Turba Buildings,***Not Included in current project*

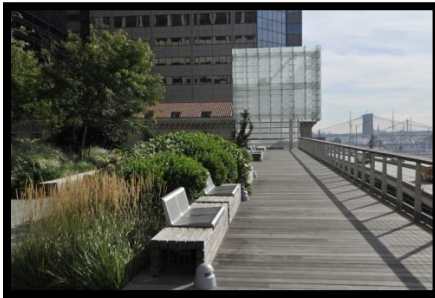
- Possible location for mixed-use building / Micro-brewery
- Likely require development of parking below George Street Park to maintain substantial parking stalls

Phase V* Undisclosed at this time*Not Included in current project*

- 35,000'+ sq ft under-utilized site, mixed-use development w/parking levels

PROJECT CONCEPT IMAGES:

Rooftop Garden Plaza

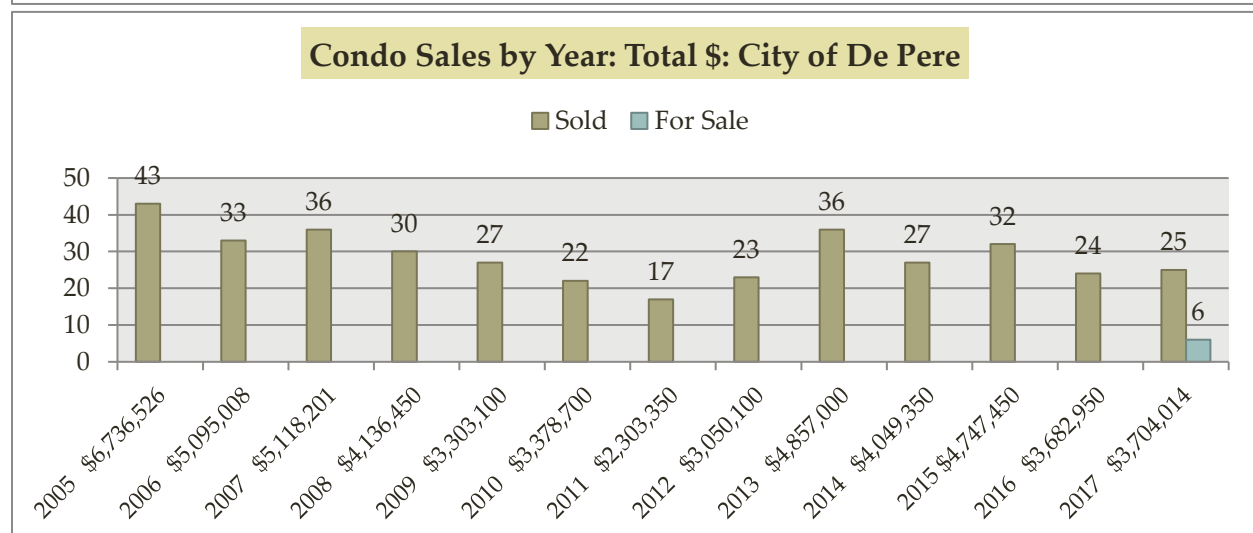
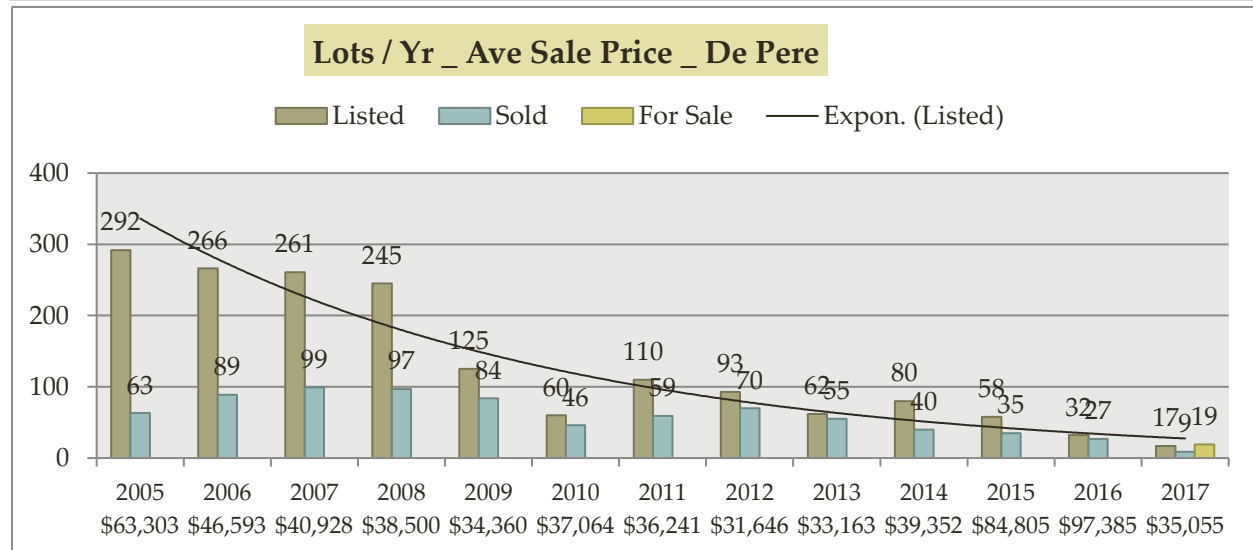
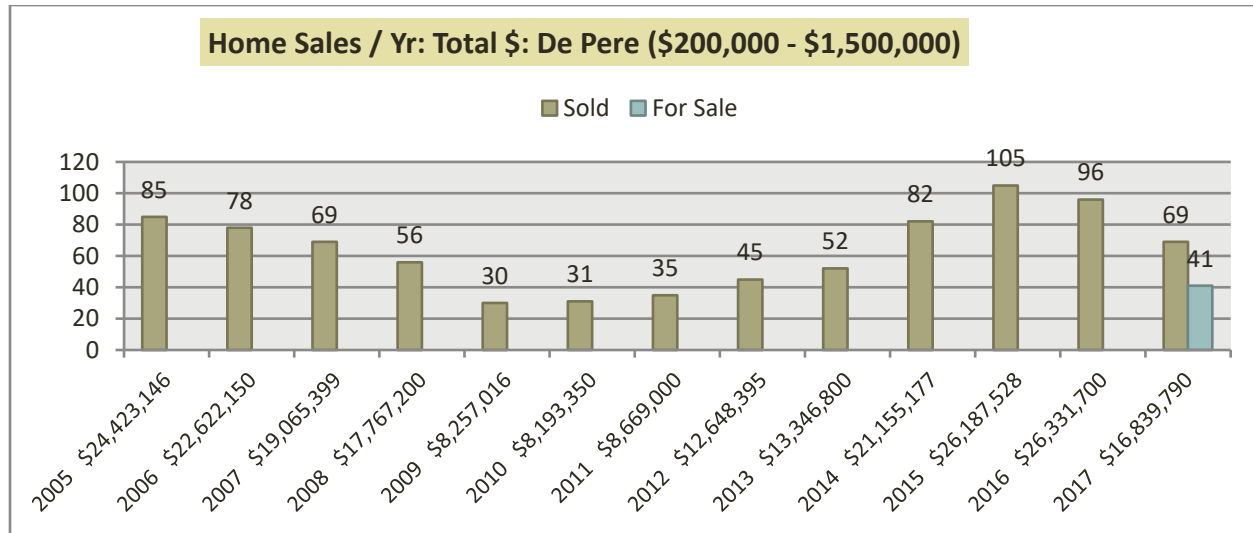


Broadway building 'B' concepts / blending of



George Street Station

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10 YEAR MARKET STUDY; HOMES, LOTS, CONDOS THRU AUG 2017:

George Street Station



Village funds luxury apartments after private sector passes

Jeff Bollier, USA TODAY NETWORK-Wisconsin Published 5:48 p.m. CT May 31, 2017

"...HOWARD - Village officials ... push to develop luxury apartments as part of its plan to develop a downtown district.... a \$22.5 million project in the heart of Howard ..."

"...“The luxury market is steady thanks to baby boomers and millennials. People that can afford to buy a home are choosing to rent instead,” ... Alliance Management CEO Erik Georke... said.

<http://www.greenbaypressgazette.com/story/news/2017/05/31/howard-commons-apartments/354503001/>

Ashwaubenon adding new apartments en masse

Jeff Bollier, USA TODAY NETWORK-Wisconsin Published 3:22 p.m. CT Dec. 1, 2017

"...“Our perspective, independent of Titledown (District), is that this is Ashwaubenon's time to show what they have to offer,” Slinde said. “Other communities like downtown Green Bay have had a lot going on. Now it's Ashwaubenon's time to showcase what they have, and we're excited to be a part of it.”

<http://www.greenbaypressgazette.com/story/news/2017/12/01/ashwaubenon-adding-new-apartments-en-masse/898821001/>

Downtown Green Bay housing booms, but newest projects already full

Jeff Bollier, USA TODAY NETWORK-Wisconsin | Updated 2:23 p.m. CT 11. 27, 2017

GREEN BAY – Downtown added hundreds of new apartments in recent years. **It's not enough.**

"...Metreau, Flats on the Fox and CityDeck Landing have added ... housing to the heart of Green Bay, but they're already full. ...CityDeck Landing is 97 percent leased and empty one-bedroom and studio units don't stay that way very long, leasing agent Julie Maager said. "

"... **What impressed Mirkes... executive director of Downtown Green Bay... was the broad demographics of downtown residents. He said millennials and Baby Boomers express the most interest in living in central city areas.** "

"... There wasn't always a lot of enthusiasm about downtown Green Bay early in its rebirth, when it was still dominated by the shuttered Port Plaza Mall. Mirkes said widespread doubt at the time that downtown could prosper stands in stark contrast to the "vibrancy of the urban center" today."

"**When it comes to downtown, the mayor's vision was vital.** It's succeeded to a great degree," Spevacek said. "Some aldermen don't have a great tolerance for risk, but the mayor's been willing to take some and we can't think small. Green Bay has some stiff competition out there. Cities are fighting for every possible development. We can't afford not to play the game."

<http://www.greenbaypressgazette.com/story/news/2017/11/27/downtown-green-bay-housing/864531001/>

Home sales down in Appleton, Green Bay, rural counties prop up region

Jeff Bollier, USA TODAY NETWORK-Wisconsin Nov. 24, 2017 - **Realtors: Declines due to not having enough homes to sell.** Meanwhile, the median sales price of homes in northeastern Wisconsin has risen 6.4 percent this year.

<http://www.greenbaypressgazette.com/story/news/2017/11/24/home-sales-down-appleton-green-bay-rural-counties-prop-up-region/881034001/>

Project Location Condition, Parking, Fox River Linkages, Residences, Commercial – Notes and Recommendations of Comprehensive Plans:

■ **DOWNTOWN BLIGHT:**

1. Century Lanes & the Monty Titling owned Bridal Shop Building: Buildings show exterior signs of aging & ill-repair. Properties are either vacant or not producing adequate revenue for repairs & ongoing maintenance. Mechanical / Utilities systems outdated.
2. Tile Store: has been remodeled, but remains extremely old building without historical designation. Use as print shop may present environmental concerns.
3. No. 1 Chinese restaurant and the rear-facing apartment building along George and Front Streets are both Macco family owned. Current residential tenants up to 1 year, and Chinese restaurant to 2019. Buildings are relatively well-maintained, but aging.
4. Parking ramp is aged, uninviting, inadequate and encompasses valuable river frontage and views. Significant economic and community under-utilization of site.
5. **GOAL:** redevelop these parcels into income diverse, high density, quality residences over commercial main levels, over a 3-story parking structure featuring a top level landscaped plaza open to the public via Broadway, George Street Landing and Front Street. Maximizing market utilization of street and river frontages, and available views, linkages.

■ **DOWNTOWN PARKING:**

1. The July 2010 Downtown Master Plan indicates a shortage of east side parking availability along with undesired street frontage parking. 2010 shortage of 405 downtown parking spots

Table 2.2: Overall Parking Supply & Demand			
	East	West	Total
On-Street	242	221	463
Off-Street	1789	1484	3273
Total Supply	2031	1705	3736
Demand	2436	1626	4062
Source: RDG Planning & Design, page 42 De Pere Downtown Master Plan			

2. Proposed 1st building of Century Lanes / Tile Store site incorporates 56 parking stalls plus resident storage units.

George Street Station

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3. Entire Development with 3 story parking structure would include approximately 430+ stalls. Sufficient for high-density residential units and availability of public Broadway level surface parking entrance.
4. Locations/space available for ample bicycle parking planned, with access from multiple points entering the development including Fox River Trail & Broadway St.
5. Frontage parking is minimized, auto entrances from Front & Broadway Streets to interior parking.

■ **DESTINATION - FOX RIVER TO BROADWAY LINKAGES:**

1. **GOAL:** To create a desired destination featuring residences and commercial spaces offering a central community gathering space that cultivates interaction between residents and visitors.
 - a) **Pathways / linkages:** To create seamless, inviting pathways from the Fox River & Fox River Trail through the George Street Landing & Claude Allouez Bridge greenspace to the downtown business core.



- b) **George Street Landing:** Park-like, greenspace at Broadway Street level with single flight of outside steps to landscaped plaza level, and interior stairs to Front Street level.
- c) **George Street Landing:** Broadway Street elevation provides for future connection of Riverwalk over Front Street. Additional incline walkways invite pedestrians and bicyclists to & from River/Park amenities to Broadway Core and adjoining neighborhoods.

George Street Station

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- d) **Rooftop Landscaped Plaza:** Provide for a centrally located landscaped plaza with access from all 4 sides of the development with elevated public viewing of the Fox River views and Broadway district. Encompasses 45% +/- of project site, in size.
- e) **Rooftop Landscaped Plaza:** Featuring grand open stairs through commercial/residential Broadway Street Building 'B', along with auto/bicycle ramp and elevator/stairs from Front Street - Fox River Trail.
- f) **Rooftop Landscaped Plaza:** to feature landscaping, park benches, art/sculpture spaces, 4th floor viewing rail along Fox River frontage and partial Broadway Street rail, and provides for outdoor dining/community gathering from 2nd level Broadway Street Building 'B' Restaurants.
- g) **Commercial Building, (Bridal Shop Bldg):** Broadway Commercial building 'B' designed with historic architectural features lower levels and upper levels modern residences. Interior lower levels offering inviting open Atrium bringing downtown visitors inside and to plaza via open staircase direct to rooftop landscaped plaza. Light retail, restaurants/coffee, galleries, office space, services/commercial, with residences above.



Inviting Central Open Atrium to the Plaza / Restaurant 2nd floor with outdoor dining

2. **COMMUNITY ROOFTOP GARDEN PLAZA:** Central destination for residents:

- a) To meet for coffee, lunch, dinner.
- b) Meeting place before/after attending downtown events.
- c) Relaxing from downtown events or quick rest from the Fox River Trail.
- d) Plan to include historical plaque markers for educational purposes & community awareness.
- e) Convenient, visible, but fun place for community youth to gather with nearby park, restaurant, library, shopping and trail activities.
- f) Provides space for quality of life and vibrancy to the downtown.

George Street Station

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- g) Entire Project Site (Not Including Turba Bldgs) Approximately 68,274' sq. ft.
 Three higher rise buildings (Century, Apt bldg, bridal shop) Approx. 30,000+'
 Landscaped Plaza - 45% +/- of surface area, Building footprints – 55%

■ **RESIDENCES, DOWNTOWN VIBRANCY & CUSTOMER BASE:**

1. Buildings / Structures architectural designed to blend the historic features honoring current De Pere appearances with modern amenities.
2. Commercial: Designed to utilize retail/commercial advantages of Broadway Street frontages with 1st, 2nd and possibly 3rd level spaces including 2nd floor Plaza level dining.
3. Traffic/Parking: Interior parking structure with Front Street ramp and Broadway Street entrances minimize traffic points and eliminates underutilization of market valuable frontages.
4. Traffic/Parking: Bicycles/pedestrians: Pedestrian and Bicycle pathways at south greenspace and north George Street Landing offers ease and safety of non-auto movement between downtown corridor and river amenities.
5. Residences: Class A condo interior finishes with modern, open floorplans benefitting from wide expansive, panoramic views. Individual HVAC systems, Smart Tech wired, and solid surface countertops.
6. Residences: Income / Size Diverse:
 - a. 31 – 43 units Century Building 'A': 75 – 90 additional units project wide.
 - b. Century Lanes building 'A' to offer unit sizes from 980' square feet (1 bedroom plus den) to 3,300' square feet (3 bedroom +).
 - c. George Street Apt Building 'C-1': Similar to Century Building 'A'
 - d. Bridal Shop Building: retail /commercial 1st, 2nd, &/or 3rd levels. Urban styling apartments above, moderate in size with Fox River or urban views.
 - e. Front Street building 'C-2': 3 levels of 1-story efficiency condos / apartments. Approx. 24 units ranging 720' – 1120' square feet all with panoramic Fox River views, exterior balconies, interior parking.

George Street Station

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7. Residences: Building 'A' and 'C-1' - Most units have 1 parking stall + additional available in interior, secured parking. Most units have at least one exterior terrace, several have two exterior terraces.
8. Common Space: Buildings to have 'Commons' room with direct resident access to Plaza level. – Plaza walk to dining and River viewing
 - Common Space: Grand 2-story Foyer entrances from fronting street.

■ PROJECT CHARACTERISTICS SUMMARY:

1. Pathways:

- a. George Street Landing: Elevated and Landscaped to Broadway Street level. Pathway connecting downtown core to river amenities.
- b. South Claude Allouez Bridge greenspace: maintained, offering alternative pedestrian/bicyclist pathway from west side bridge passage & downtown core to Fox River amenities.
- c. Interior Parking structure to offer auto/pedestrian/bicycle entrances from Front Street ramp and Broadway entrance.
- d. Upper Landscaped Plaza: entrances from Front Street, South greenspace pathway, George Street Landing and Broadway Street interior stairway.

2. Destination, Community Vibrancy:

- a. Development of George Street Landing to green pathway inviting pedestrians and bicyclists to/from River amenities to Broadway core & adjoining neighborhoods. Prominent stairway entry to landscaped plaza.
- b. Landscaped Plaza - community gathering point for visiting, inviting of public to experience downtown and river views, along with dining and relaxing.
- c. Residences provide enhancement of downtown and creates customer base for surrounding current and future businesses.

3. Residences / Structure:

- a. Income/size-diverse with Century Building 'A' offering multiple sized units 31 – 43 Class A condos in Century Building, and Class A condos in George St Building 'C-1'
- b. 24 Front Street efficiency condos or apartments

George Street Station

• • •

- c. Urban apartments above Broadway Street commercial space
- o **Parking:** See page 35 – prelim building plan
 - a. **Current:** through ramp design with 103 +/- parking stalls.
 - b. Proposed 3 (2 under commercial building 'B') story parking structure under entire project site (except Front Street 3 stories (24 units) efficiency condos)
 - c. Parking under Century Building 'A', Broadway Building 'B' and George St Condo Building 'C' to be private, secured with parking structure entrances.
 - d. Approximately 430+ parking stalls created.
 - e. Broadway drive entrance / Front Street entrance; may accommodate closure of Front Street entrance from the Bridge north to Voyageur Park – allowing for special pedestrian events along River Front.

"Brown County Executive Troy Streckenbach said communities that figure how to attract the next generation are going to be the ones that are successful. "Part of that is looking at your community and revitalizing it," Streckenbach said.

<http://www.greenbaypressgazette.com/story/money/2015/08/24/packers-opt-income-titletown-district/32292455/>

SUPPORTING COMMUNITY IDEAS, STUDIES, PREVIOUS PROPOSALS:

November 2016 – De Pere Planning Commission Meeting

- Seven Story Riverwatch Condo Presentation – Century Lanes Site
- referenced in accompanying City of De Pere Memorandum

Minutes:

- *“Both **James Boyd and Larry Lueck stated that they are encouraged to see this development come to De Pere.** James Boyd asked if this site is located in a historic district. Kim Flom stated that this is not identified by the master plan as a historic contributing structure.”*
- *“**Walsh remarked** that communities, such as De Pere, that are surrounded by other towns are limited and going up is a viable option. **He stated that density in the downtown gives the City an opportunity to grow and take advantage of the views in the downtown.**”*

<http://deperecitywi.igam2.com/Citizens/FileOpen.aspx?Type=12&ID=1635&Inline=True>

De Pere wish list: More foot traffic, public art

Jeff Bollier, USA TODAY NETWORK-Wisconsin Published 10:48 a.m. CT Jan. 25, 2017 | Updated 2:42 p.m. CT Jan. 25, 2017

“...downtown De Pere boasts a 96 percent occupancy rate and has two major developments on Broadway — The 102, a luxury apartment building, and River Watch, a mixed-use housing, retail and office building.

...With that in mind, here's what's on Quigley's wish list for downtown De Pere this year.

Increase foot traffic

...Quigley hopes improved pedestrian amenities, benches, planters and other features will help encourage visitors and residents to explore more of downtown De Pere.

...“My vision is a more bustling environment from sunrise to sunset,” she said.

Expand housing

...The 102 on Broadway and River Watch projects would both go a long way toward increasing the volume and variety of downtown housing, Quigley said.

...“It adds to the business retention element,” she said. “From my experience, people are looking for that urban lifestyle. Young professionals and retirees alike want that shopping and dining experience.”...

<http://www.greenbaypressgazette.com/story/money/2017/01/25/wish-list-definitely-depere/96999400/>

Definitely De Pere's Tina Quigley has big plans for downtown

Jeff Bollier, USA TODAY NETWORK-Wisconsin Published 8:49 a.m. CT Jan. 29, 2018 | Updated 10:29 a.m. CT Jan. 29, 2018

Nurture development opportunities

... Rome wasn't built in a day and neither was The 102 On Broadway, a new luxury apartment building that opened last summer.

... The 102 on Broadway welcomed its first tenants in fall. Quigley said the developer's success in leasing almost all available units shows there's demand for downtown housing.

... "People want to live in downtown and demand for additional housing options in downtown is growing...."

<http://www.greenbaypressgazette.com/story/news/2018/01/29/definitely-de-peres-tina-quigley-has-big-plans-downtown/1061349001/>

Packers opt for more than income in Titledown District

Richard Ryman, USA TODAY NETWORK-Wisconsin Published 5:15 p.m. CT Aug. 24, 2015 | Updated 5:27 p.m. CT Aug. 24, 2015

.... "The Green Bay Packers were expected to derive non-football income from their Titledown District project, but in designing it the team was asking different questions."

... "By making one-third of their new development public park, the Packers are forgoing income potential for longer-term goals, both cultural and financial. "I don't see it as being primarily a revenue driver," said **Ed Policy, Packers vice president and general counsel**.

"We are looking to bring something to the marketplace that we don't have here now. We asked, 'What can we do to be competitive 15 years from now?'"

... "The Packers commissioned a market study that sought answers to three questions: Would development be feasible, **what are the long-term economic prospects for Brown County**, and what can the team do to have an impact? **Answers to the second question were worrisome and dovetailed with other reports the Packers heard about the loss of young talent in the region. The study indicated real concerns about young people leaving the area and not coming back.** "That is becoming a problem and will be a greater problem as the future goes on," Policy said. "If we don't turn that around, it causes concerns about developing something long term."

... "A lot were focused at the start on retail," Policy said. "We said rather than do that, let's figure out quality of life. The answer came back, **'You really need an active, exciting, engaging public space.'** "

..."Brown County Executive Troy Streckenbach said communities that figure how to attract the next generation are going to be the ones that are successful.

"Part of that is looking at your community and revitalizing it," Streckenbach said.

The Packers see the public plaza being used year-round. The event space just off South Ridge Road could be used for events or festivals, like a farmers' market or art show. Bellin Health plans to use it for some of its programming."

..."The Packers want the plaza used throughout the year. The townhouses, for example, are meant to be occupied year-round. The Packers do not intend them to be used as party houses.

Murphy said the 30 to 50 townhouses should be attractive to young professionals and retirees.

"It's a place people not only would visit but want to live. They would be able to walk to many amenities. It would be very attractive," he said.

Policy said few developers could afford to, or would choose to, set aside that much acreage in lieu of revenue. The balancing act for the Packers is to make enough money on the remaining acres they lease to cover their costs and, though they are downplaying it, generate revenue.

"We want to create something that will attract and retain young people," Policy said. "And we had to do it in a manner that ensured financial stability. We need successful businesses around the public plaza."

<http://www.greenbaypressgazette.com/story/money/2015/08/24/packers-opt-income-titletown-district/32292455/>

10-acre plaza heart of Titledtown District

Richard Ryman, USA TODAY NETWORK-Wisconsin Published 12:17 p.m. CT Aug. 20, 2015 | Updated 12:14 a.m. CT Aug. 21, 2015

..." A 10-acre **public plaza** will be the heart of the Green Bay Packers' new Titledtown District, an effort by the team to add to **the quality of life in Brown County.**

... "The Packers announced plans for the 34-acre development this morning at Lambeau Field, introducing its three anchors, Lodge Kohler, Hinterland brewery and Bellin Health. Packers President and CEO Mark Murphy said one of the **team's goals is to help stem the loss of young professionals from the area.**"

... "What you're seeing there (in Titledtown District) is what Millennials especially are looking for," said Peter Zaehring, vice president of economic development for the Greater Green

George Street Station



Bay Chamber. "It's a place that is **walkable**. It's a place where **you can live**, where **you can shop**, where you can hang out with your family, your animal, your kids. **That's what we're looking for when it comes to talent retention and attraction to the Green Bay area.**"

- <http://www.greenbaypressgazette.com/story/money/2015/08/21/tiletown-district-acre-plaza/32052591/>

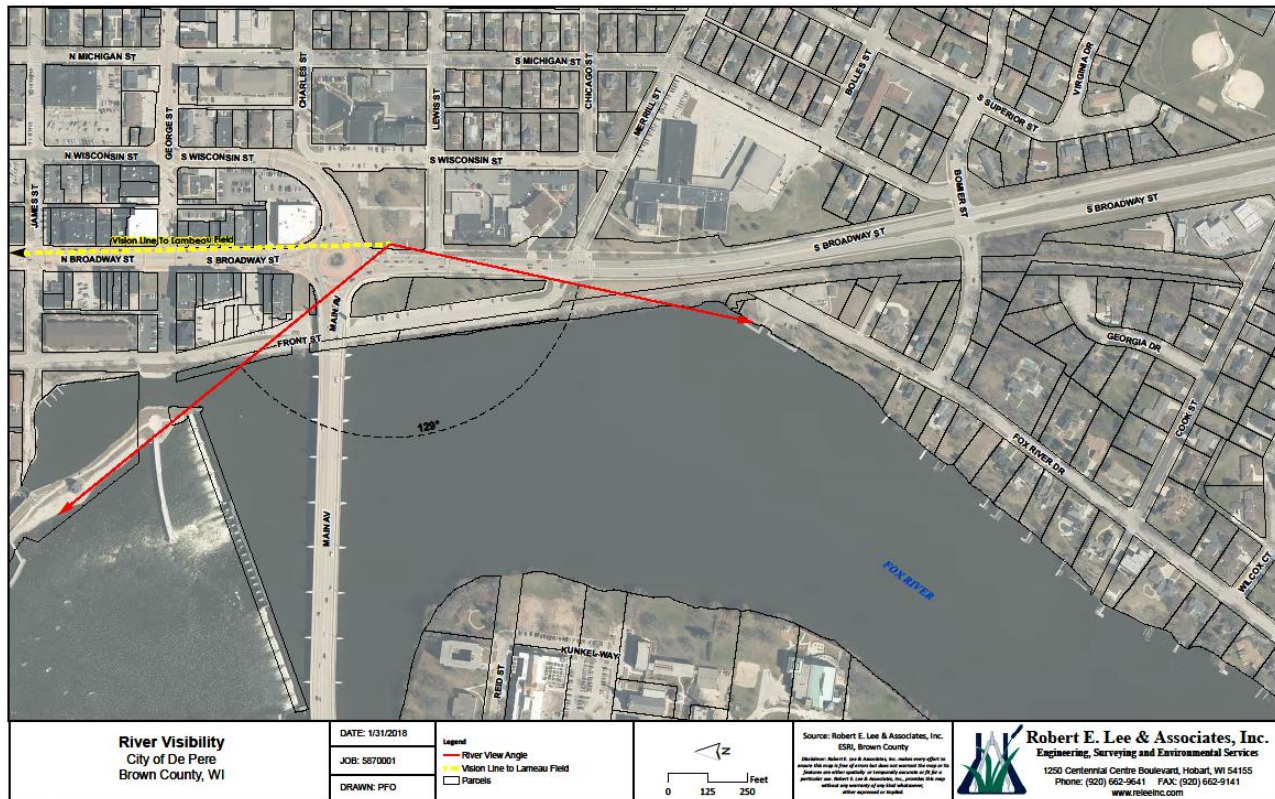
Mulvas concerned about maintaining riverfront views for proposed De Pere cultural center

Jonathan Anderson, USA TODAY NETWORK-Wisconsin Published 5:29 p.m. CT Jan. 8, 2018

DE PERE - An arts and cultural center proposed more than two years ago has yet to move forward partly because its benefactors are concerned the building's views of the Fox River could be obstructed.

The Mulvas initially offered to pay for the entire analysis if the outcome would support height restrictions, but the city was not comfortable with that, City Administrator Larry Delo said. The two parties eventually agreed to share the cost without any strings attached.

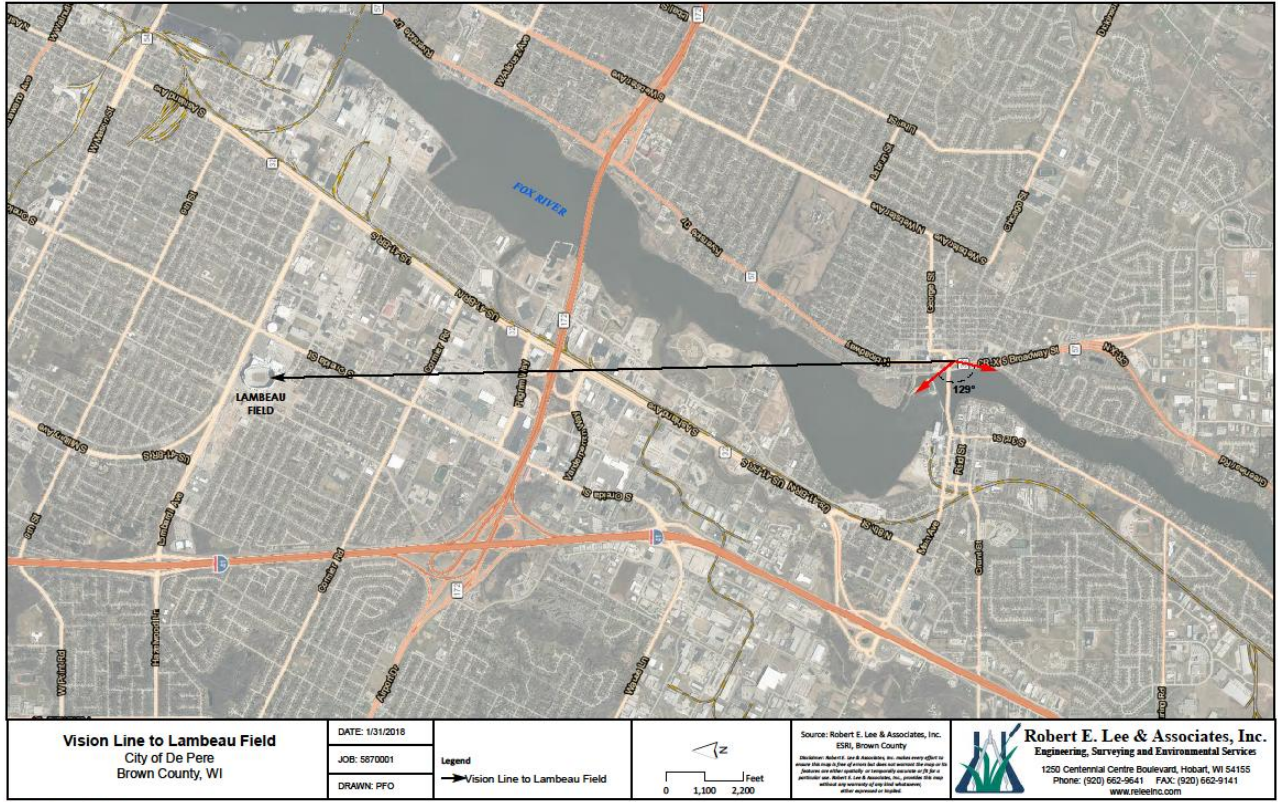
<http://www.greenbaypressgazette.com/story/news/2018/01/08/mulvas-concerned-maintaining-riverfront-views-proposed-de-pere-cultural-center/1012712001/>



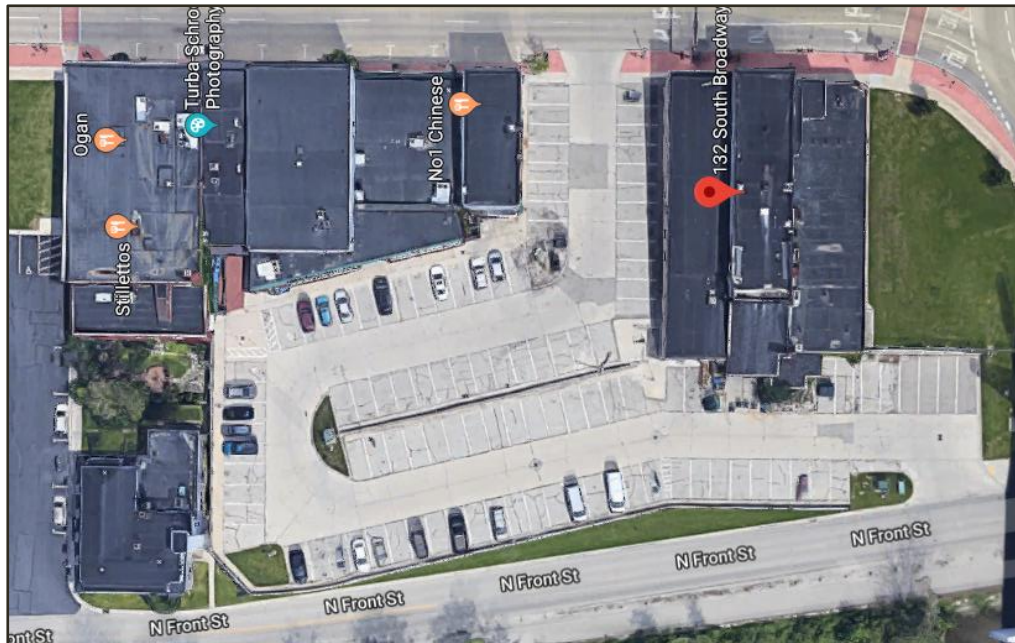
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George Street Station

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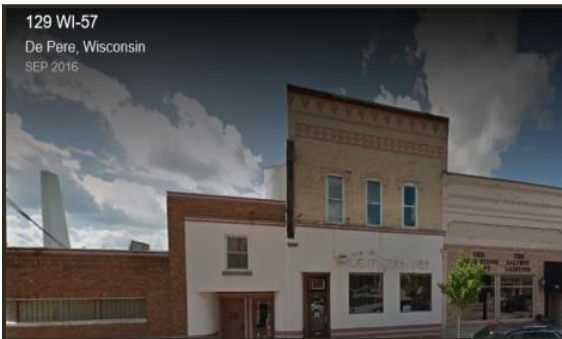
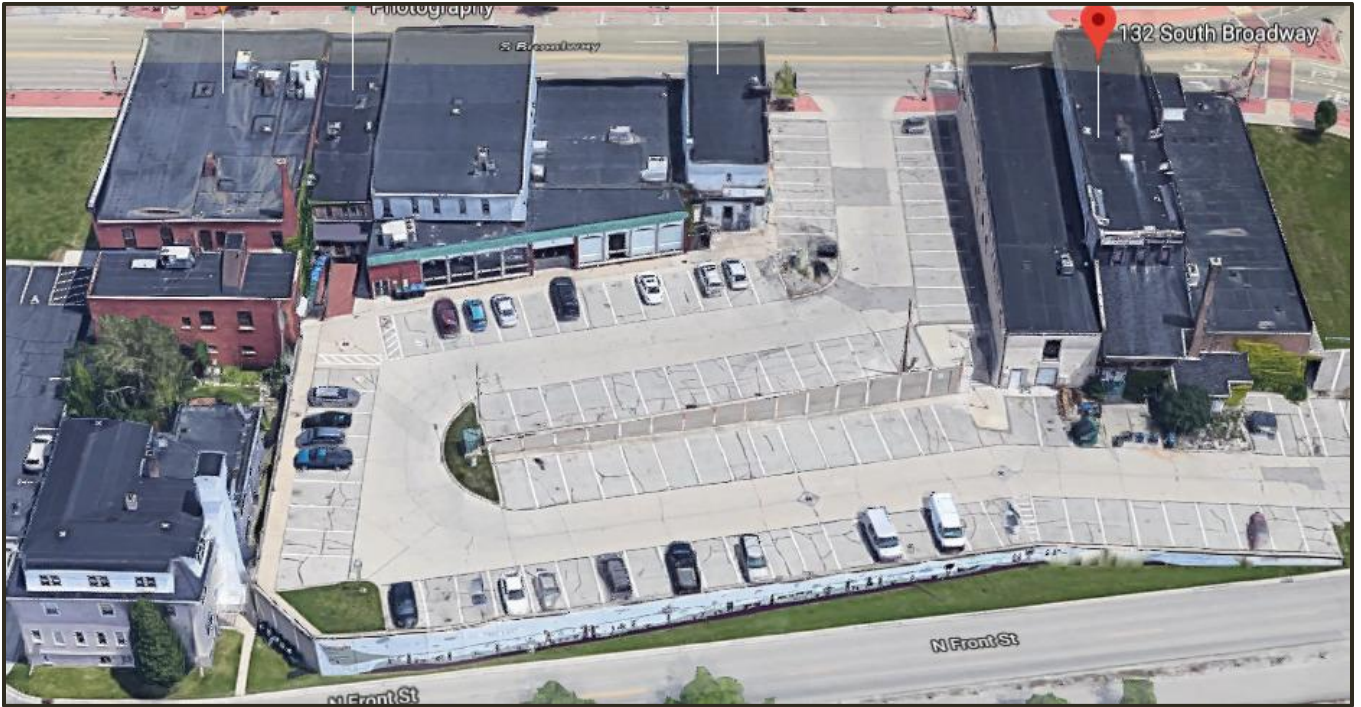
Current Property Appearance



George Street Station

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Current Property Appearance



Attachment: George Street Station_De Pere Retro LLC_FEB 13th Finance Mtg_prepared February 6 2018 (6685 : De Pere Retro LLC Request for

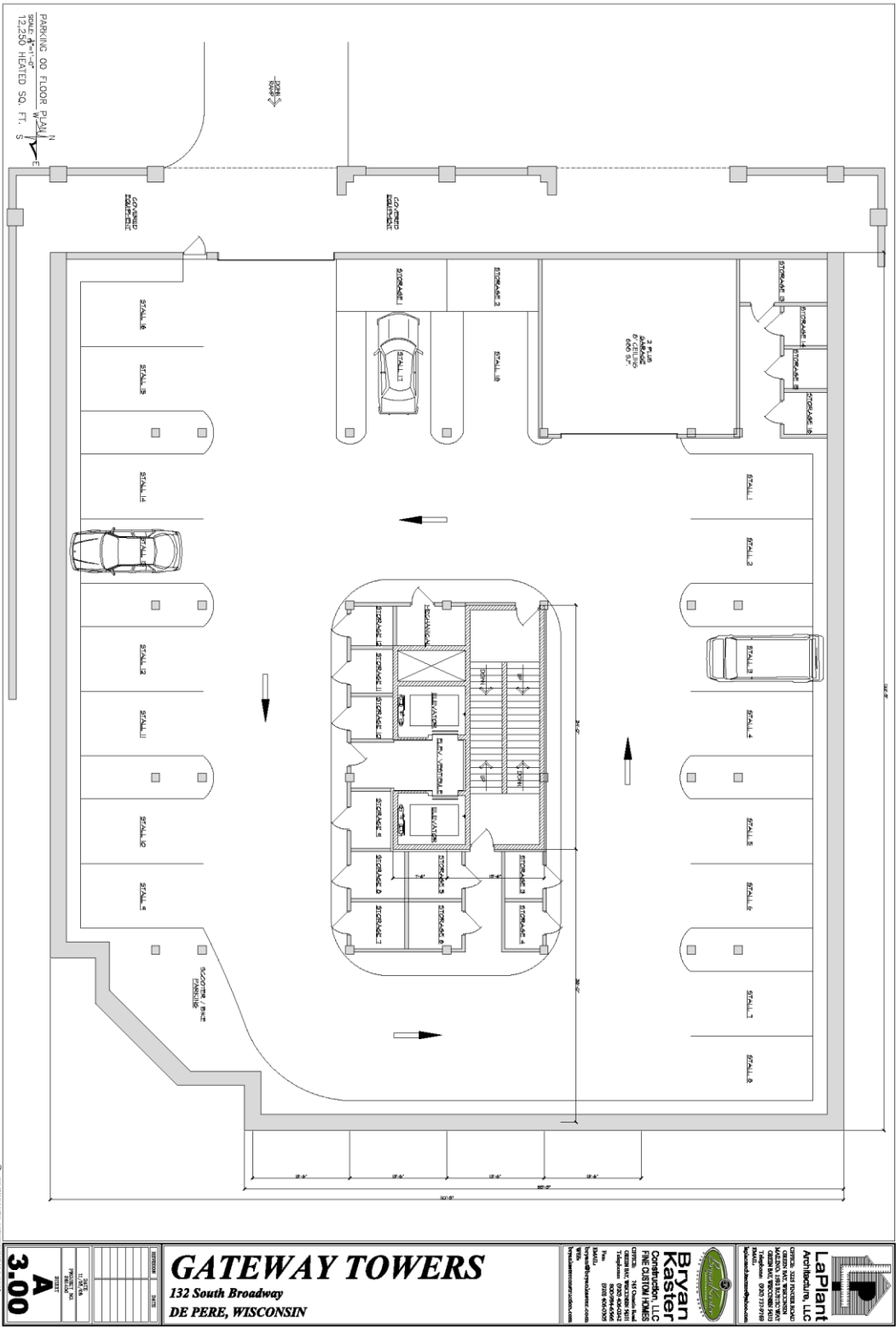
George Street Station



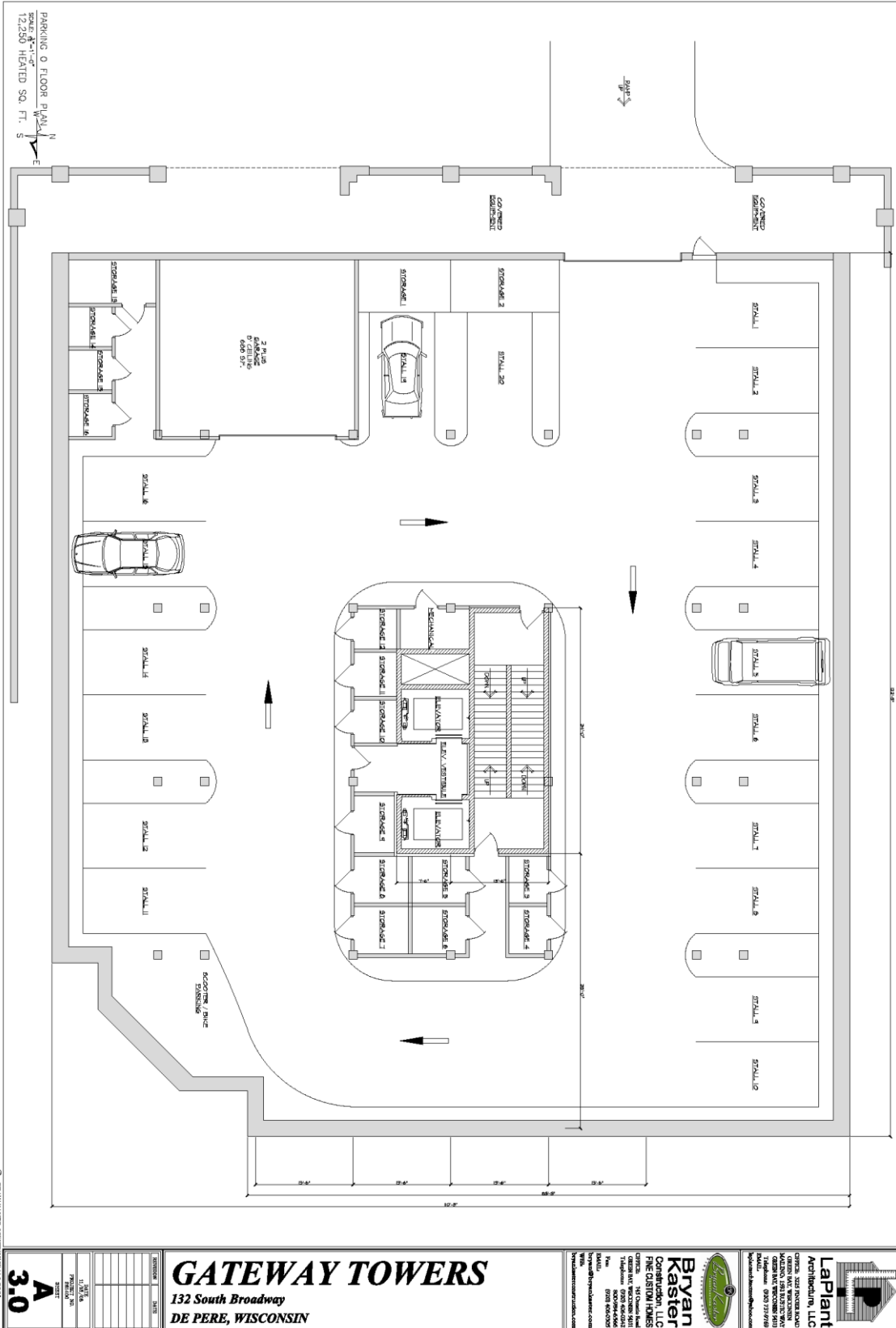
Century Building 'A' Preliminary Plans: – sample floors
Underground parking, 1st Floor Retail / Galleries, Residences



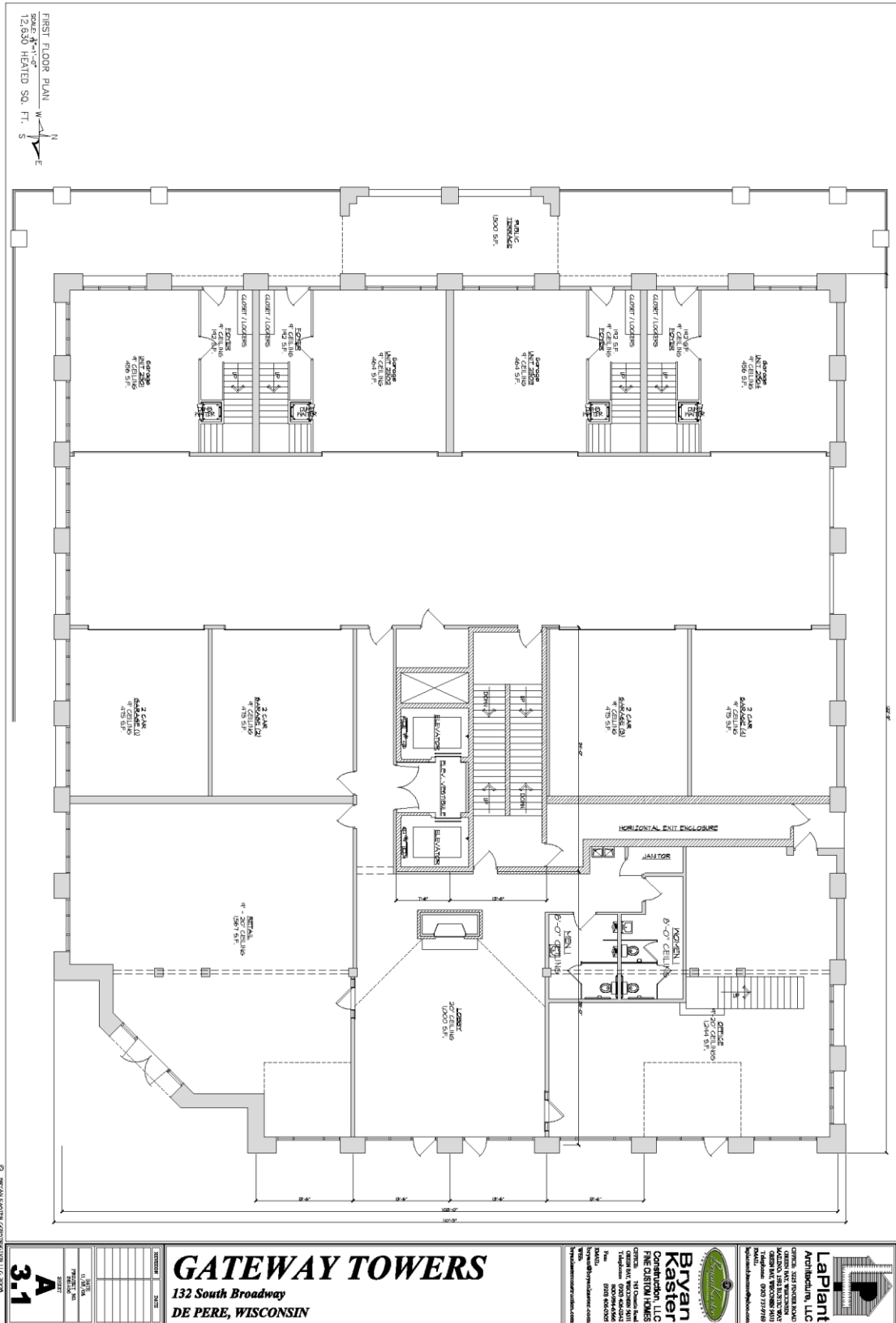
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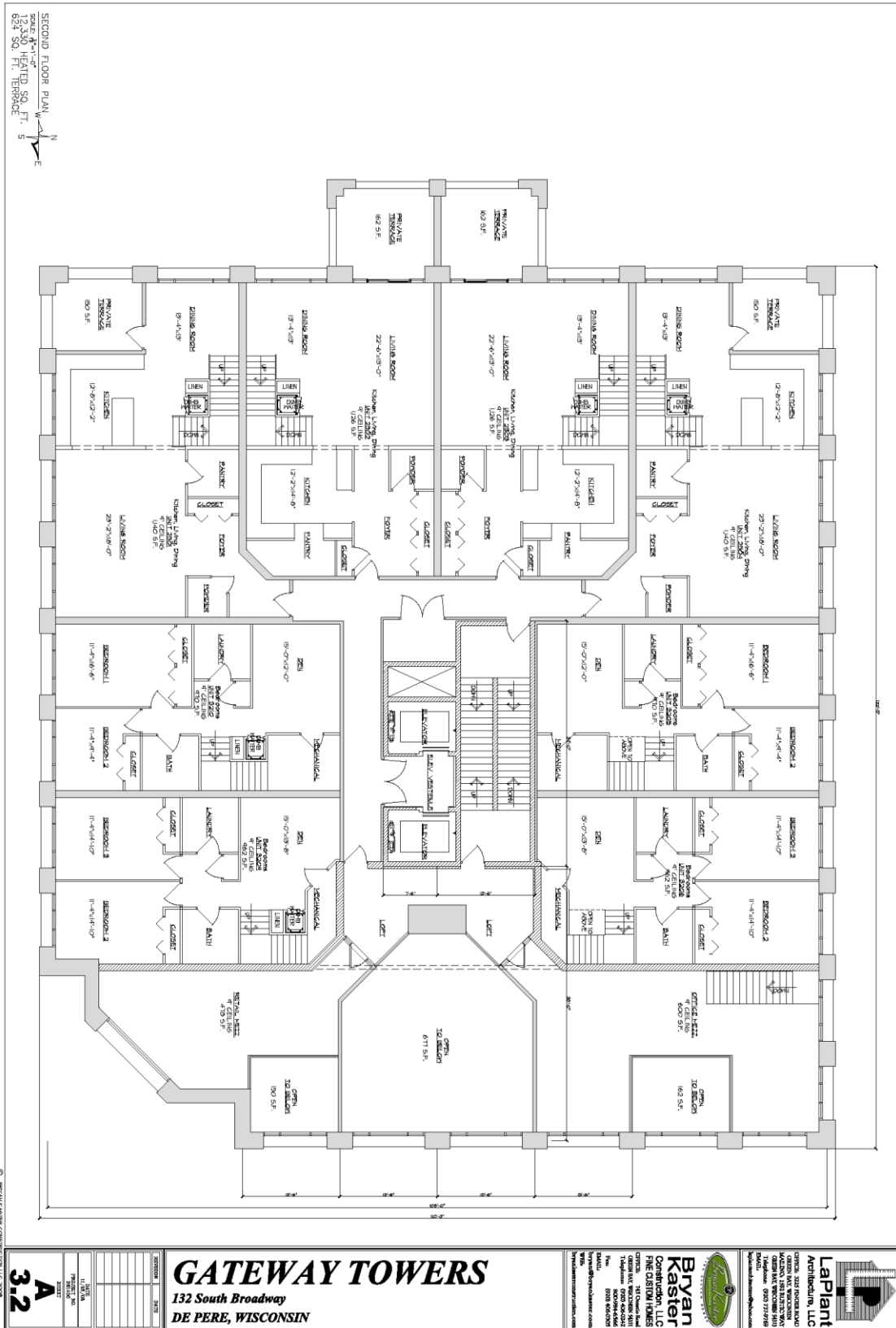


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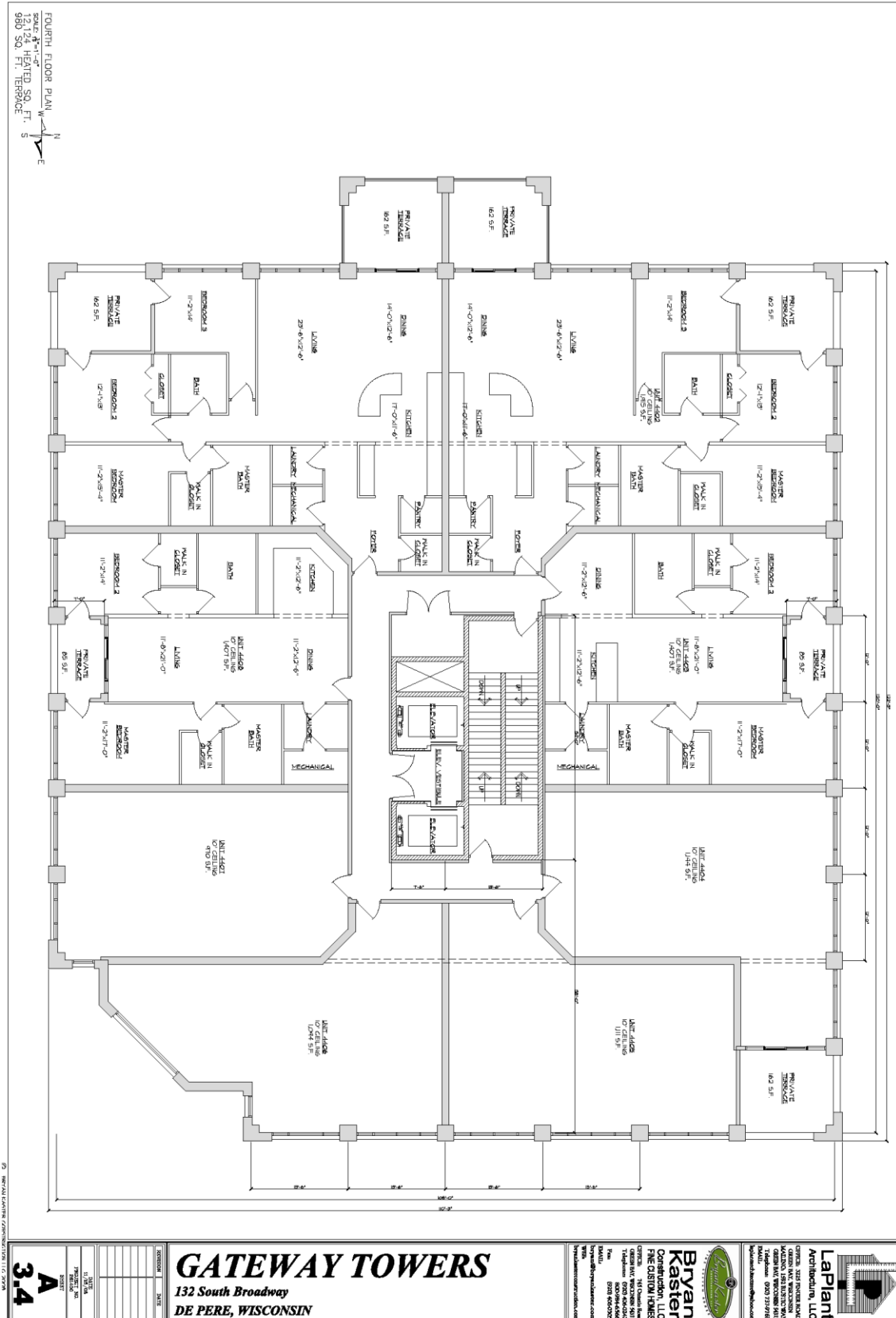


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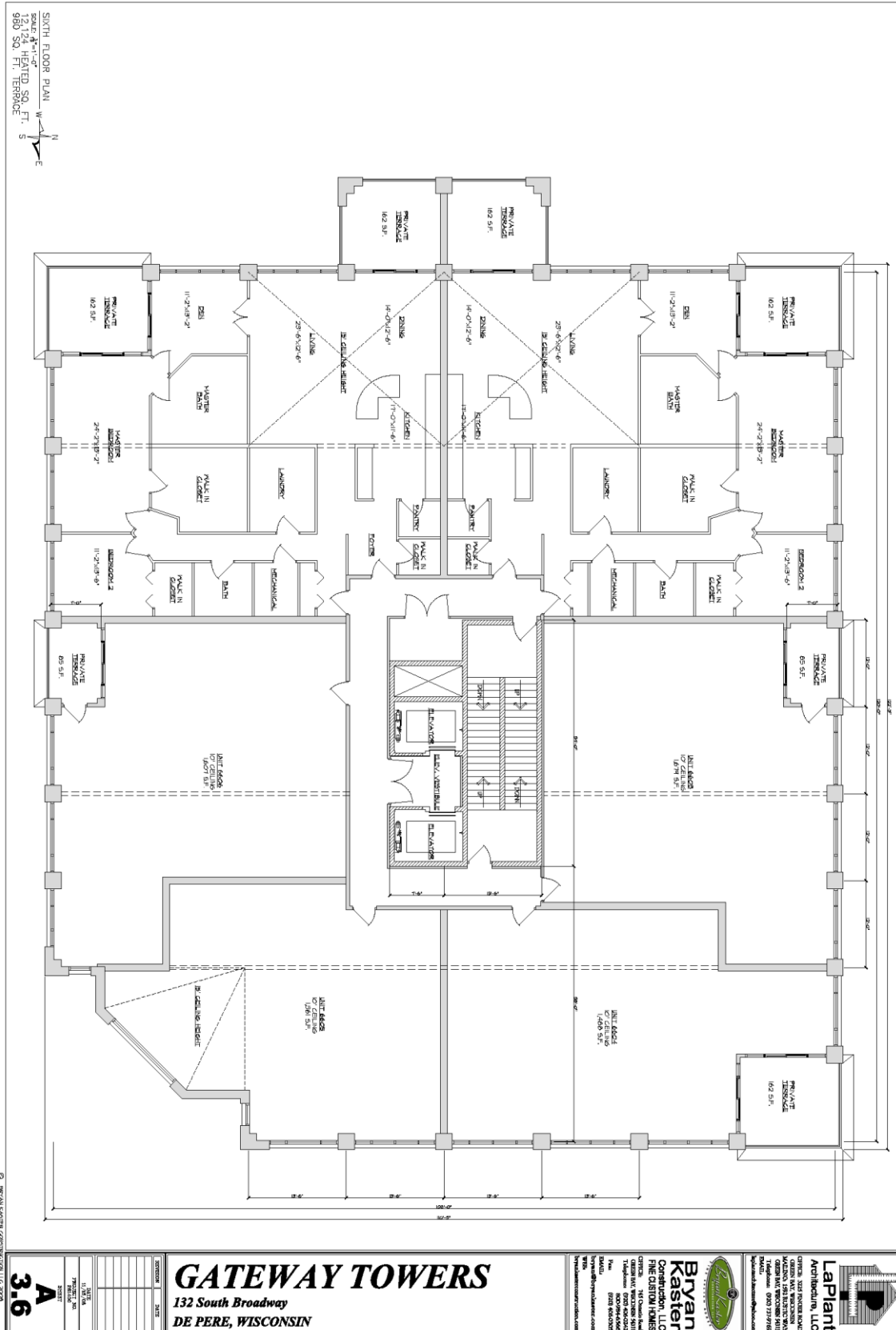
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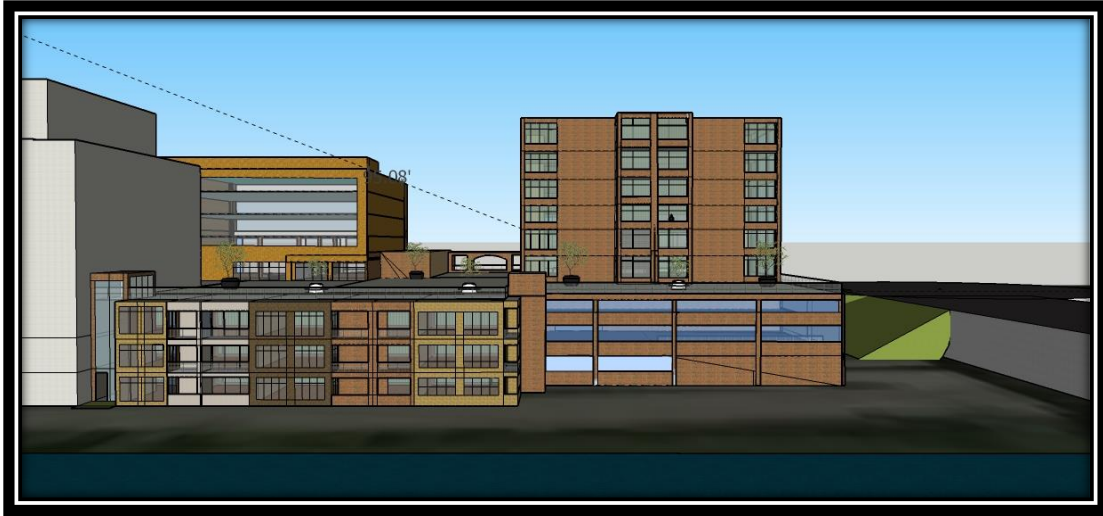
George Street Station



George Street Station

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Front Street 'Efficiency' Condos – Apartments...

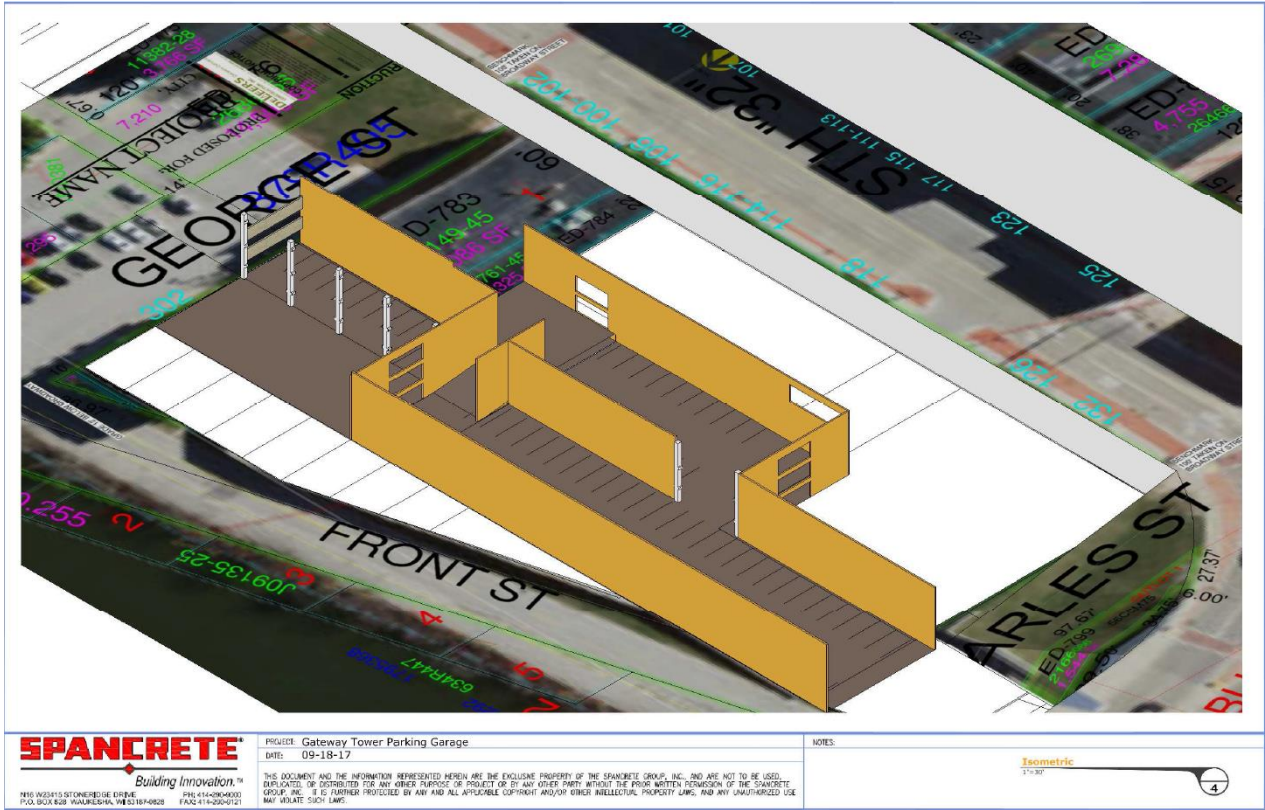


BROOKLYN
1 Bedroom / 1 Bath
550 sqft



George Street Station

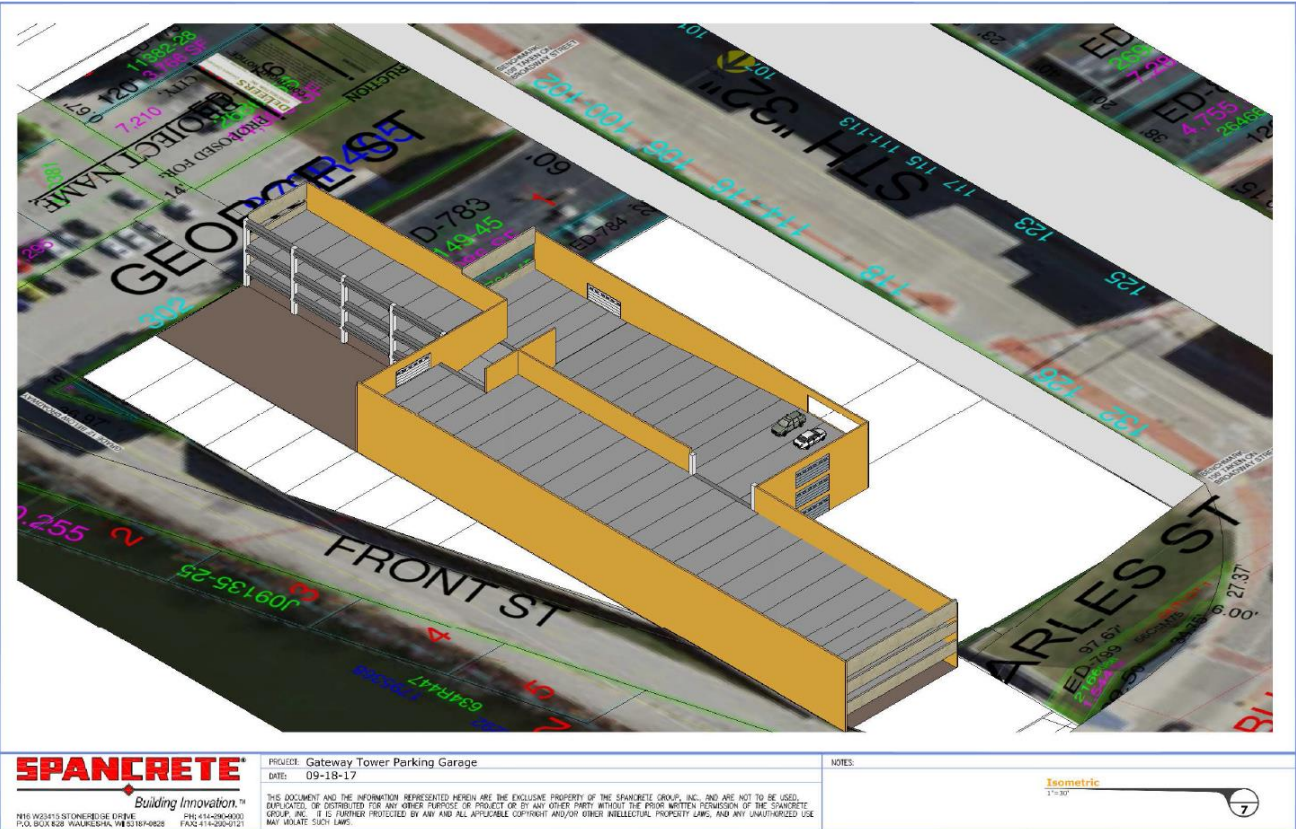
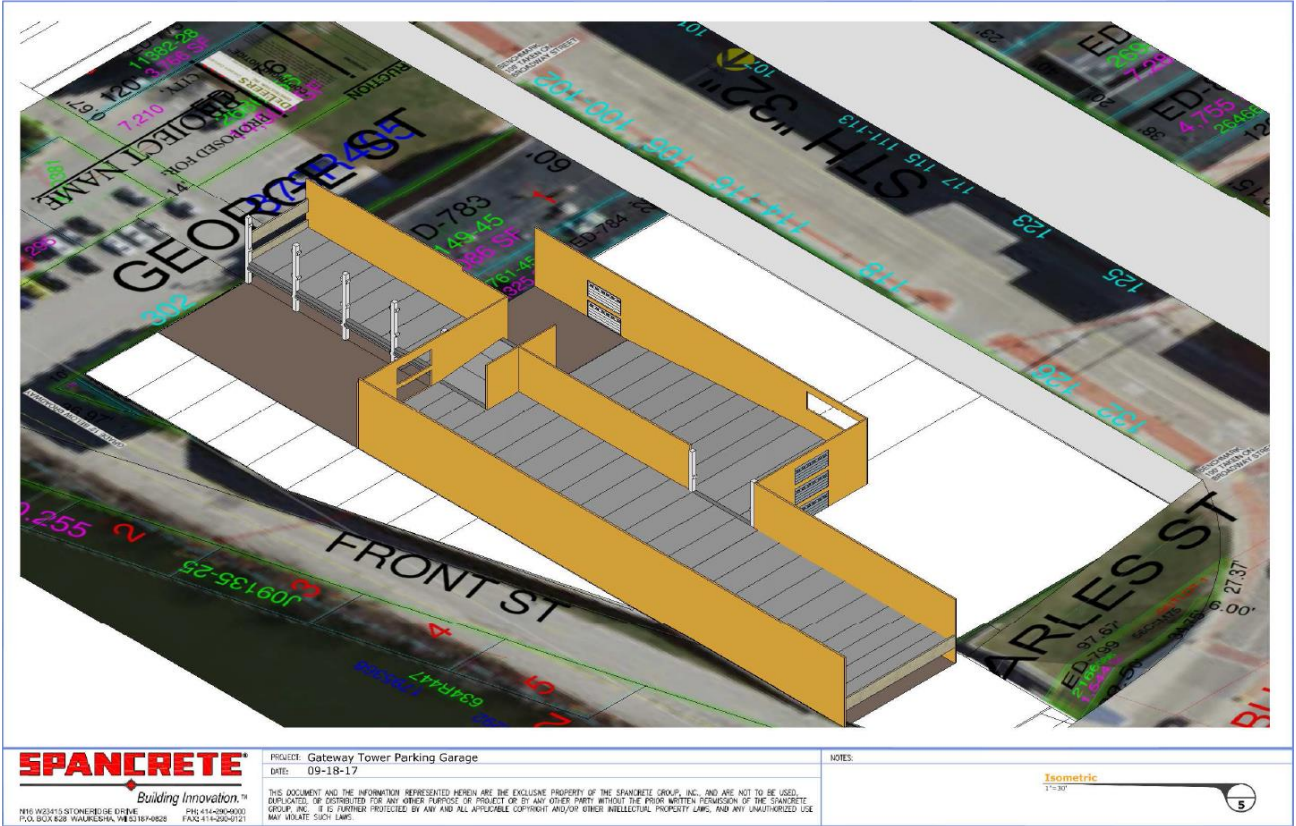
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George Street Station

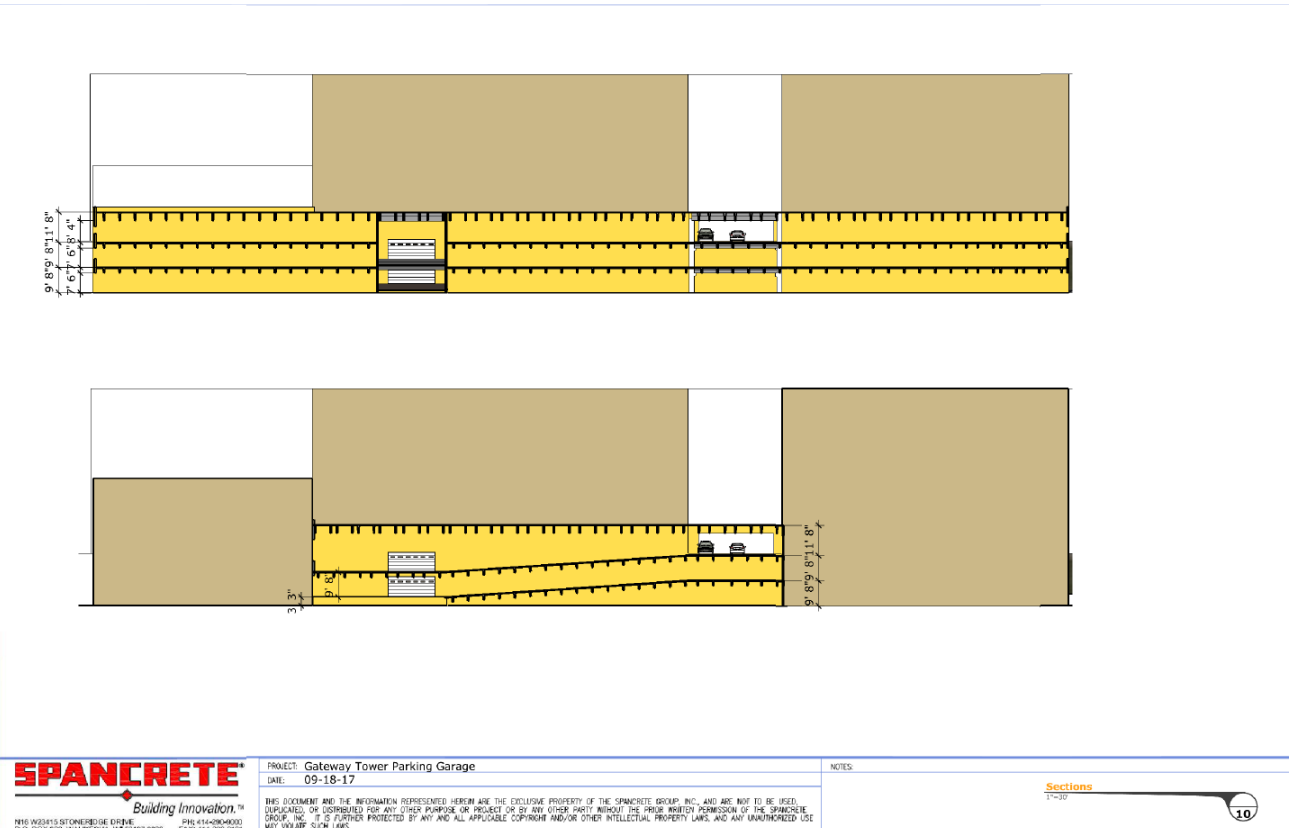
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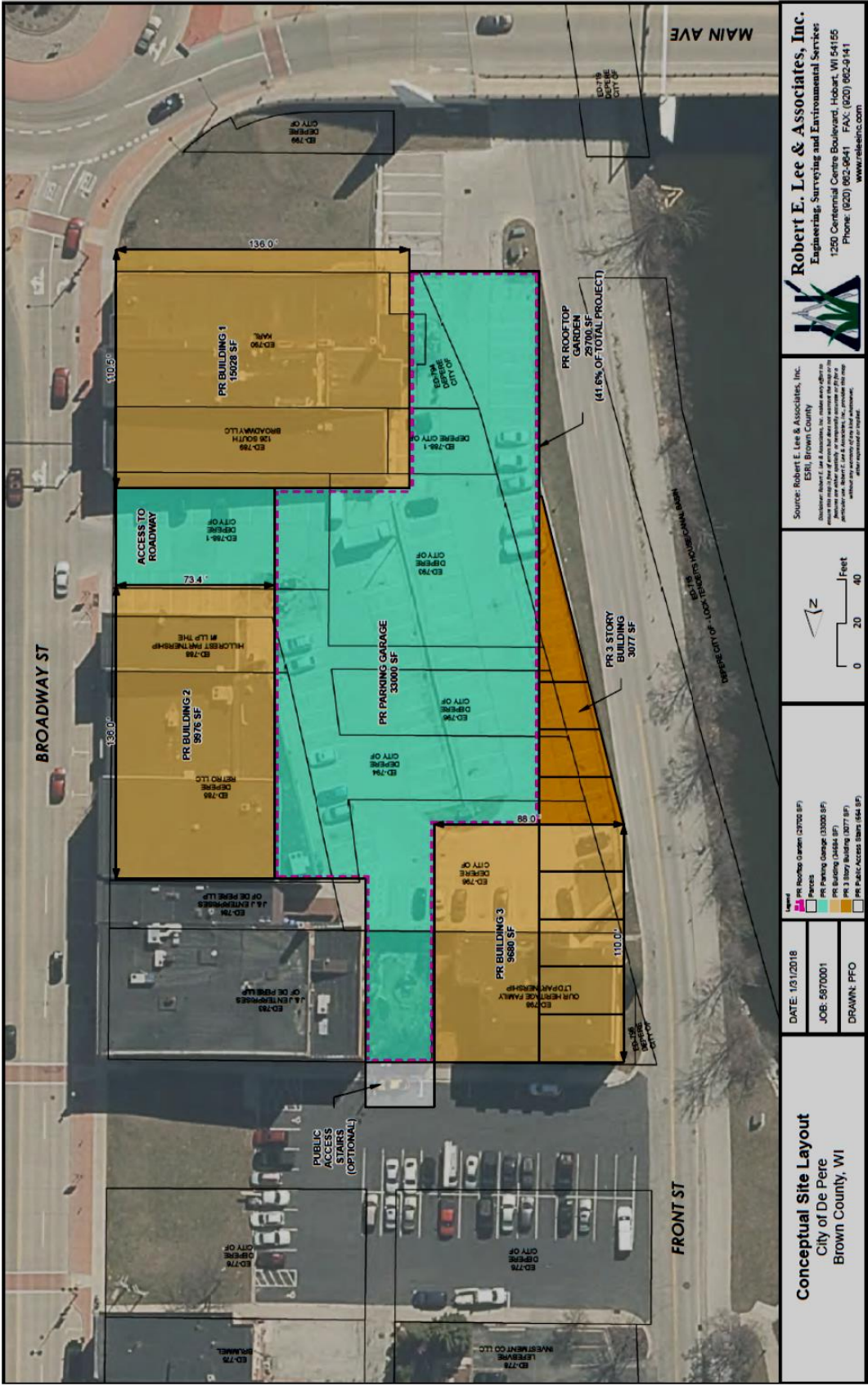
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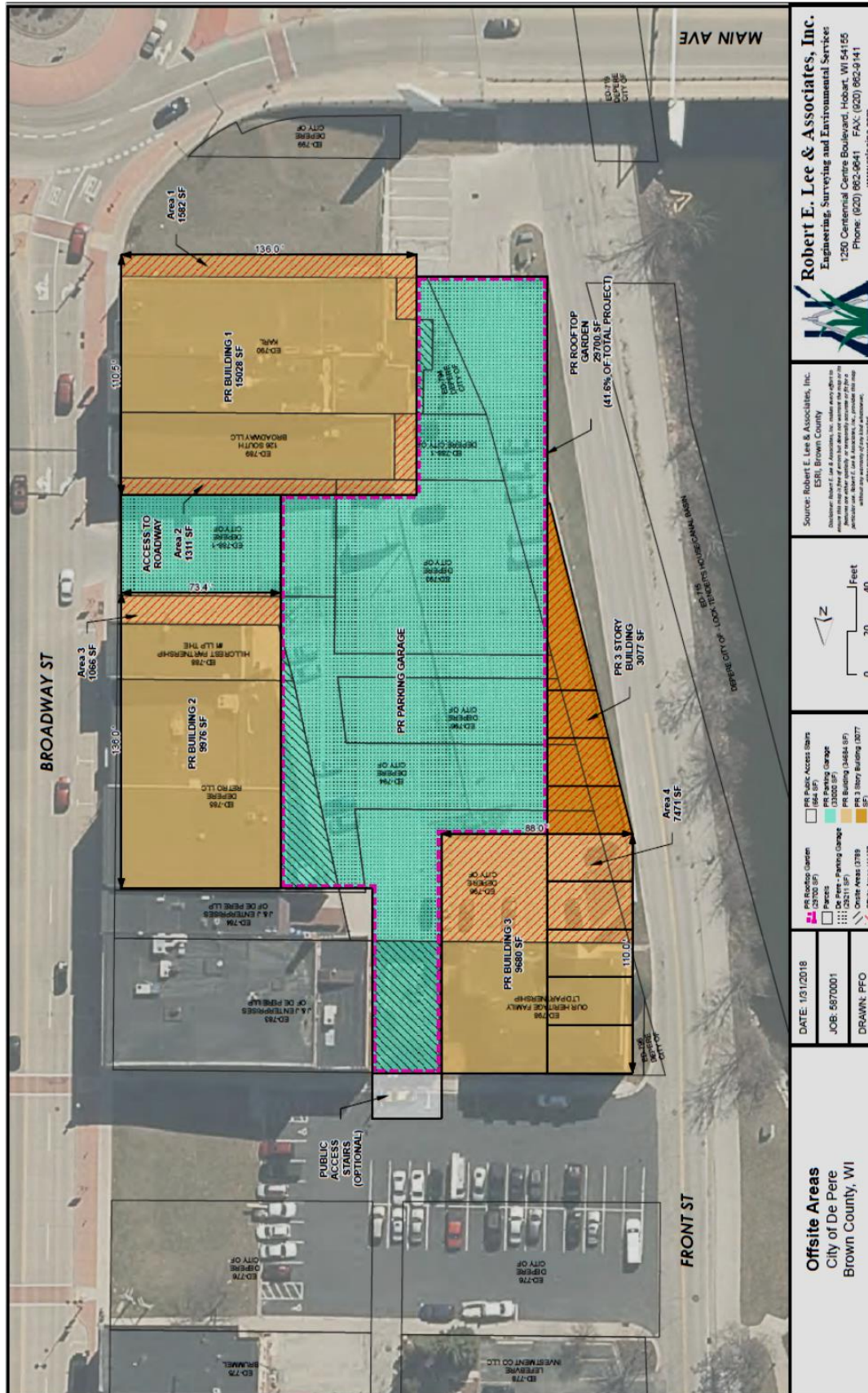
George Street Station

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George Street Station





George Street Station

De Pere, WI

20.c



Attachment: Developer Presentation FP February (6685 : De Pere Retro LLC Request for



“A Vision of strengthening community bonds and revitalization of Downtown De Pere”

George Street Station:

- A vibrant mixed-use development offering a desired residential base with urban enhancements of retail, galleries, and restaurants
- Design emphasis for enhancing views, and community gathering with pedestrian and bicycle linkages and needed space for vehicles
- Opportunity for residents and visitors to gather, dine, relax, and enjoy the best of both Downtown De Pere and the Fox River amenities.

INTRODUCTION

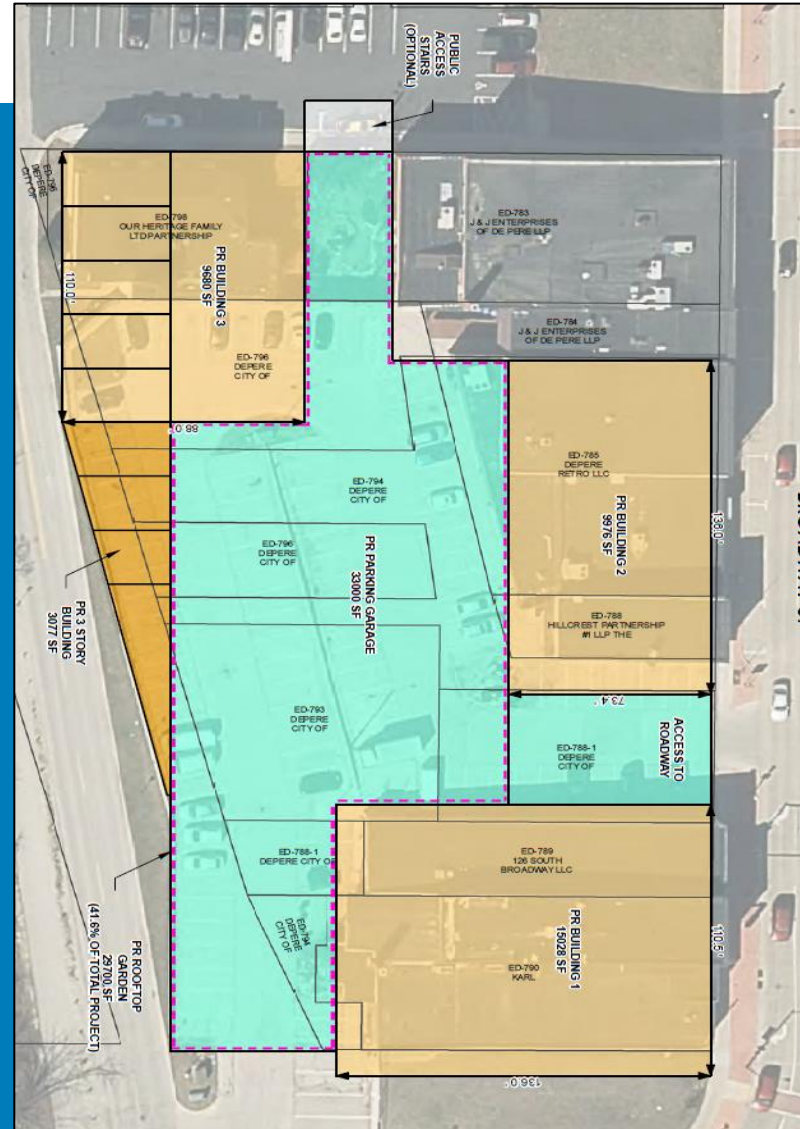
Our Mission

- To redevelop a long overdue urban blighted city block
- in an established 2007 Tax Incremental District.
- To realize the goals, desires, issues and concerns thoroughly studied and presented
- in the De Pere Comprehensive and Downtown Master Plans
- along with the evolving vision of establishing a unique and vibrant Cultural District.

Tonight:

- We are excited for the opportunity to present a vision for redevelopment
- We are not asking for a 'we love the project' or 'we have further questions &/or points of interest'.
- The TIF district is 10 years past, today there exists ample market demand, and we have assembled a 'vision' and an all encompassing collaborative team to move forward.
- Tonight we are asking for a 'yes' to continue the designing and modelling the 'vision' forward

The Location



Design and Planning Criteria

Central Points of Comprehensive and Downtown Master Plans

Addressing the primary concerns, issues, wants and desires notated in the plans

COMMUNITY DESIGN CONSIDERATIONS

1

Urban Blight

2

Downtown
Parking

3

Destination,
Linkages & Views

4

Retail,
Commercial &
Residential

5

Current &
Evolving
Community
Objectives

1

Urban Blight

- Under-utilized frontage: street & river
- Under-utilized, declining buildings
- Settlement issues of parking/foundation
- Un-realized maximized tax base



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Attachment: Developer Presentation FP February (6685 : De Pere Retro LLC Request for

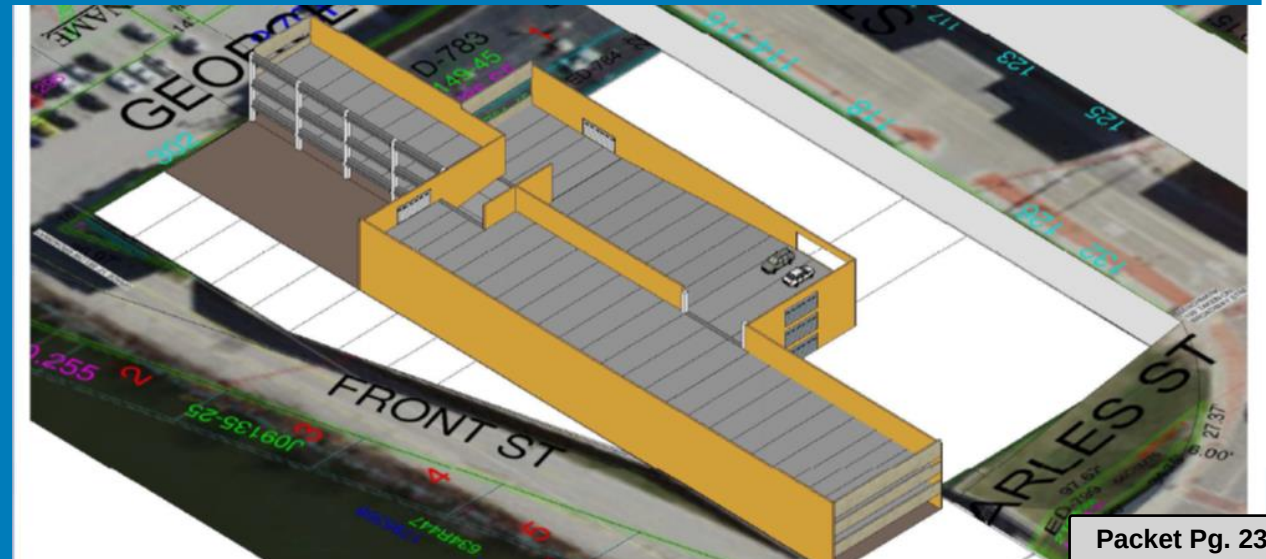
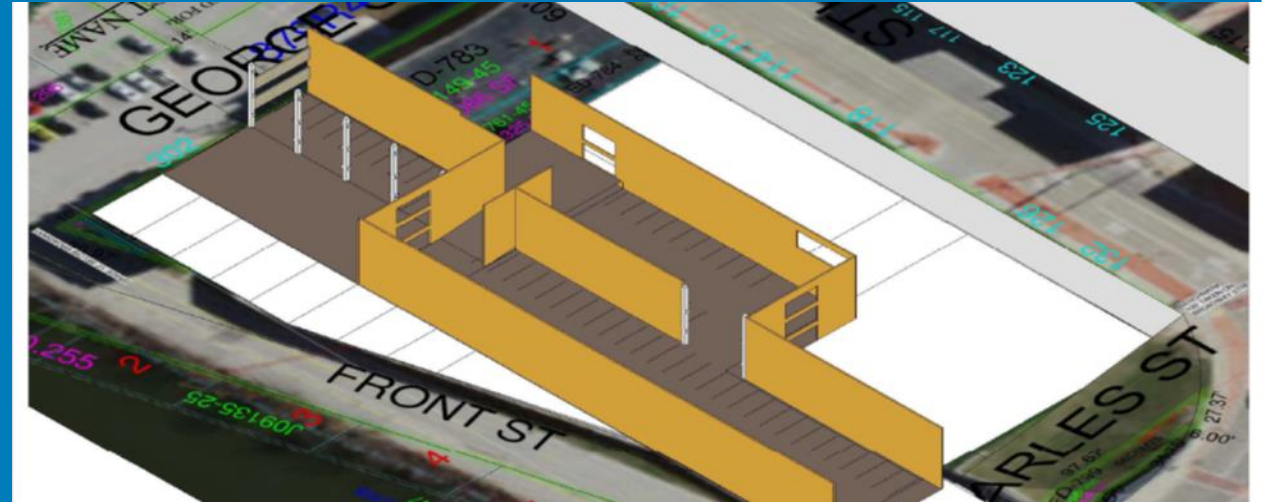
Downtown Parking 2

Table 2.2: Overall Parking Supply & Demand

	East	West	Total
On-Street	242	221	463
Off-Street	1789	1484	3273
Total Supply	2031	1705	3736
Demand	2436	1626	4062

Source: RDG Planning & Design, page 42 De Pere Downtown Master Plan

Building A	Building B
2 ½ levels parking 56 parking stalls	2 levels parking 54 – 60 parking stalls
Building C	Parking Structure
3 levels parking 72 parking stalls	3 levels parking 250, + 36 parking stalls
Total Parking Created	432 – 438 parking stalls



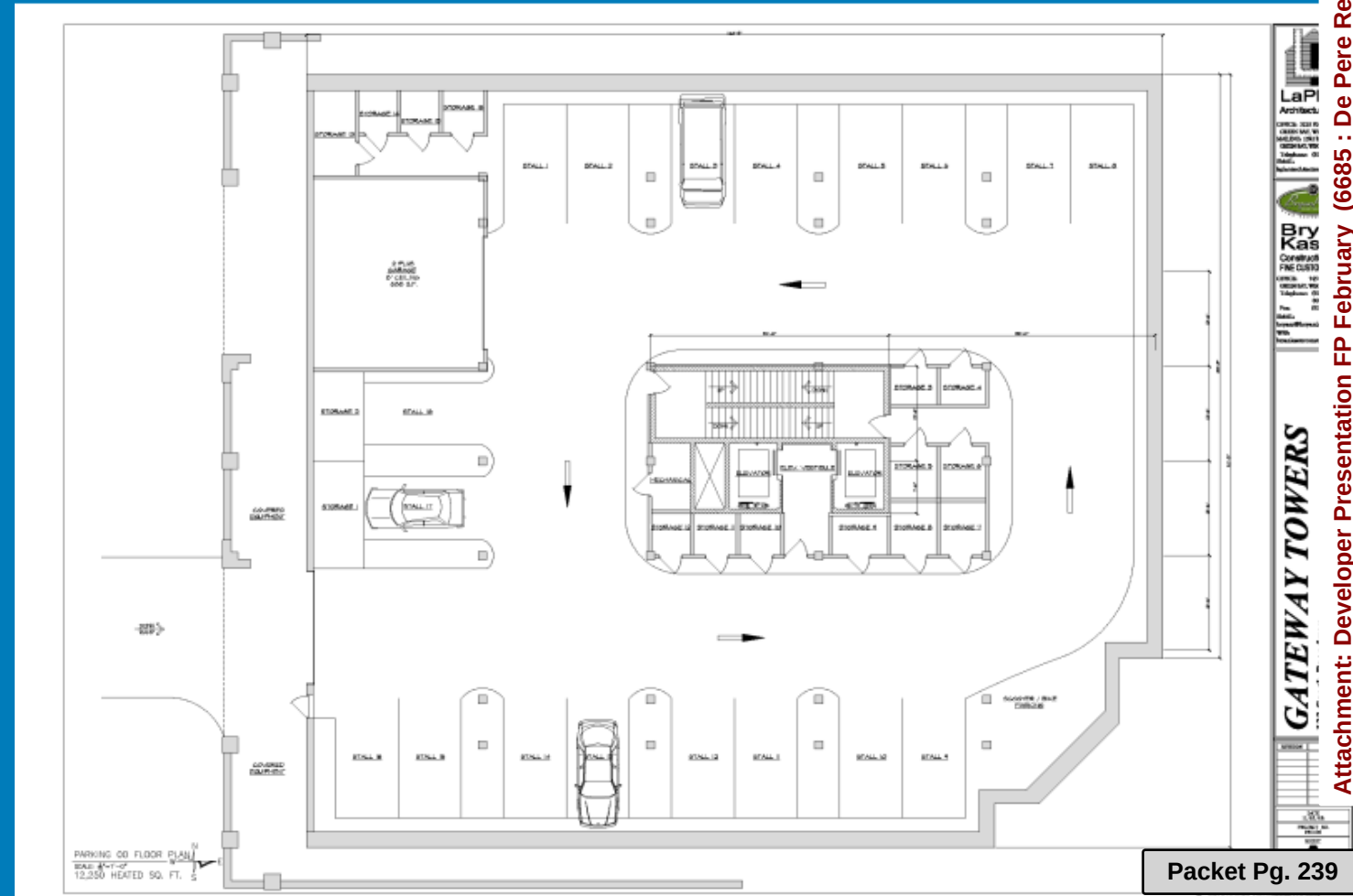
Downtown Parking

2

20.c

Building 'A'

Building A	Building B
2 ½ levels parking 56 parking stalls	2 levels parking 54 – 60 parking stalls
Building C	Parking Structure
3 levels parking 72 parking stalls	3 levels parking 250, + 36 parking stalls
Total Parking Created	432 – 438 parking stalls



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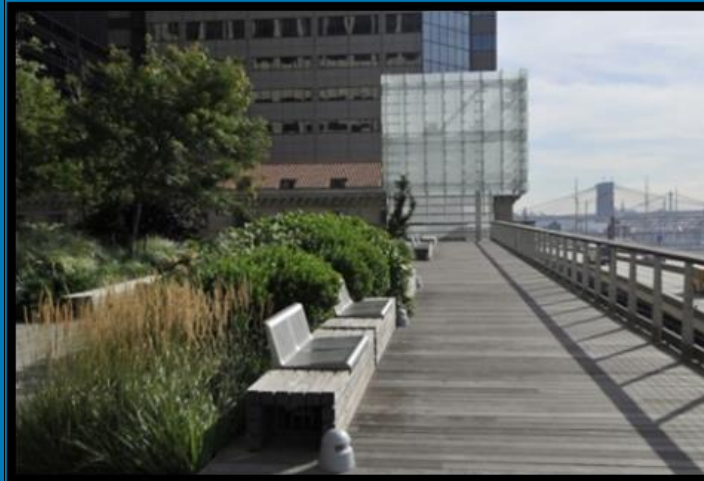


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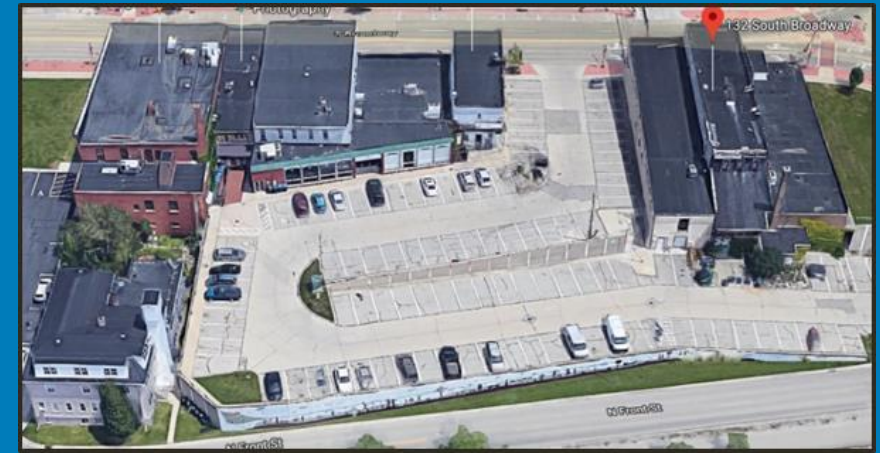
Destination and Linkages

ENGAGE

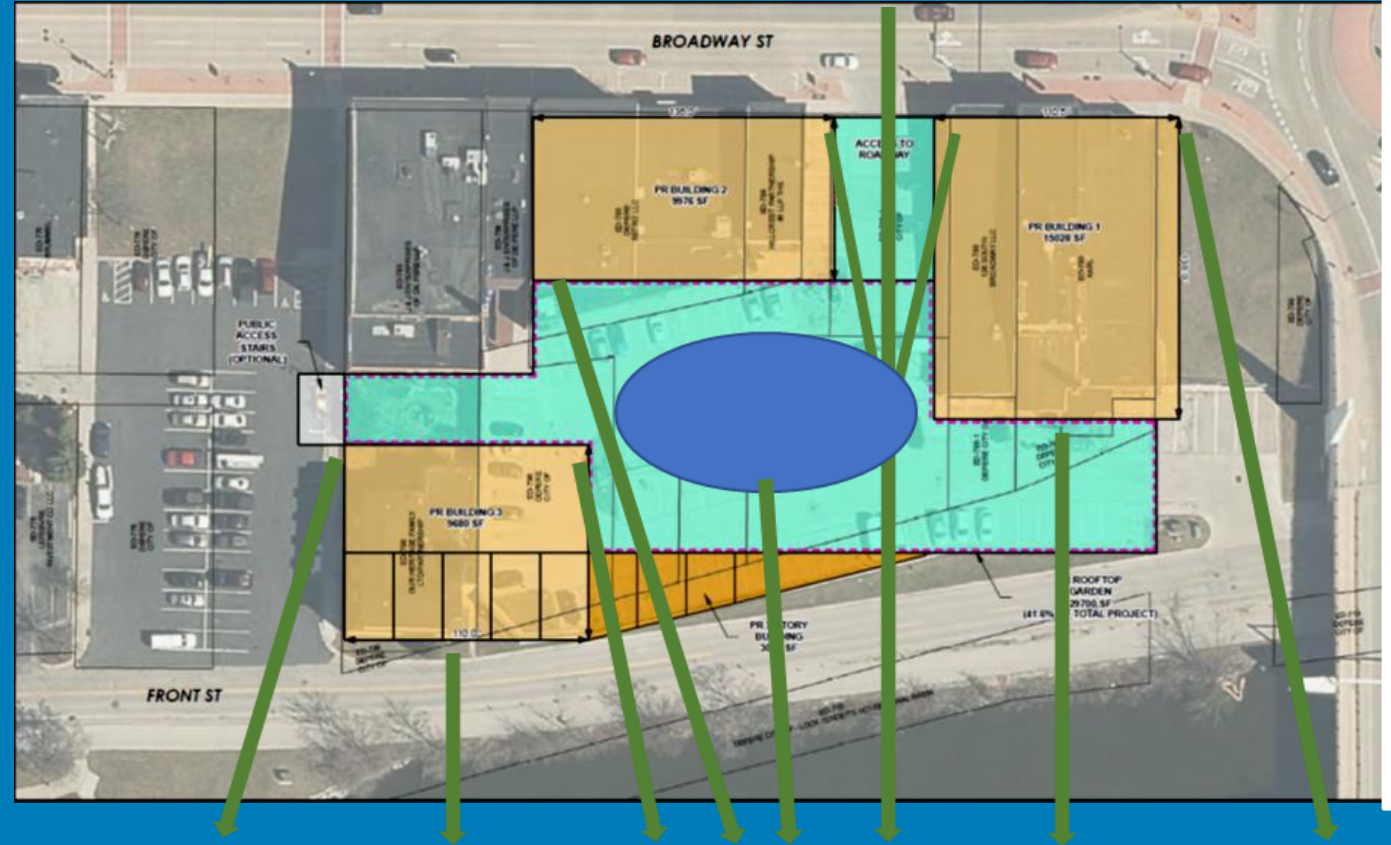
- 30,000'+ Landscaped Garden Plaza
- Bicycle and Pedestrian Paths
- Bicycle Storage / Changing Rooms?
- Weekend Charity Grill Barn, Christmas Lighting Displays
- Sculptures, and historical Plaques
- Retail, Galleries, Yoga/Pilates, Restaurants w/outdoor dining
- Connecting the community from the Fox River amenities to the downtown



3 Views



20.c

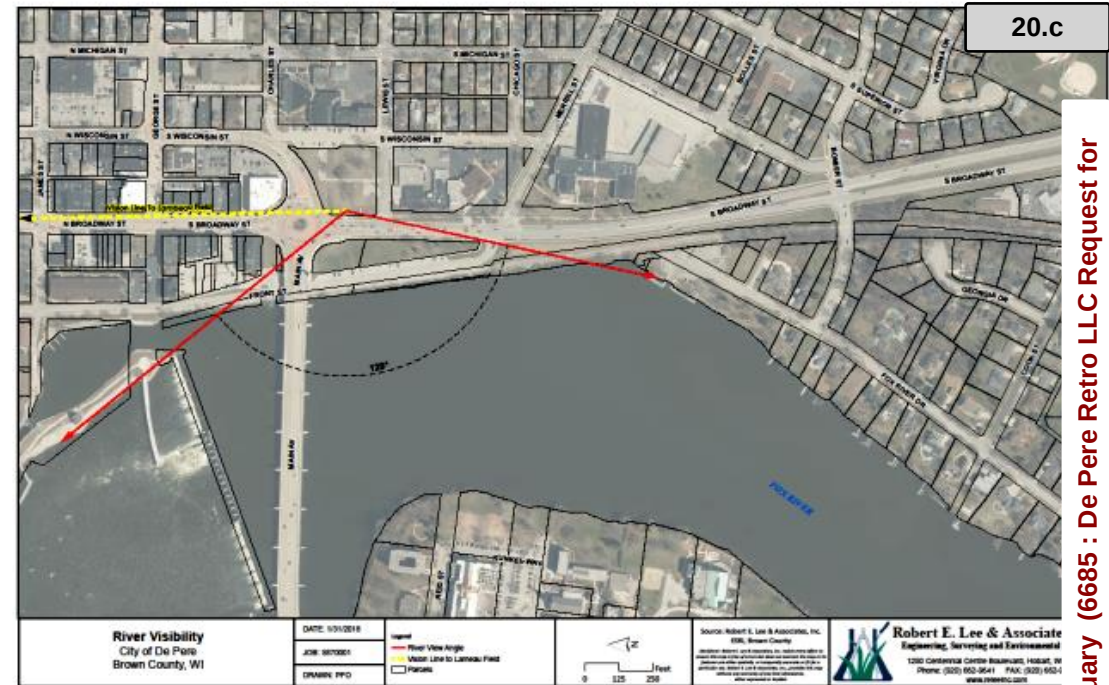


Attachment: Developer Presentation FP February (6685 : De Pere Retro LLC Request for

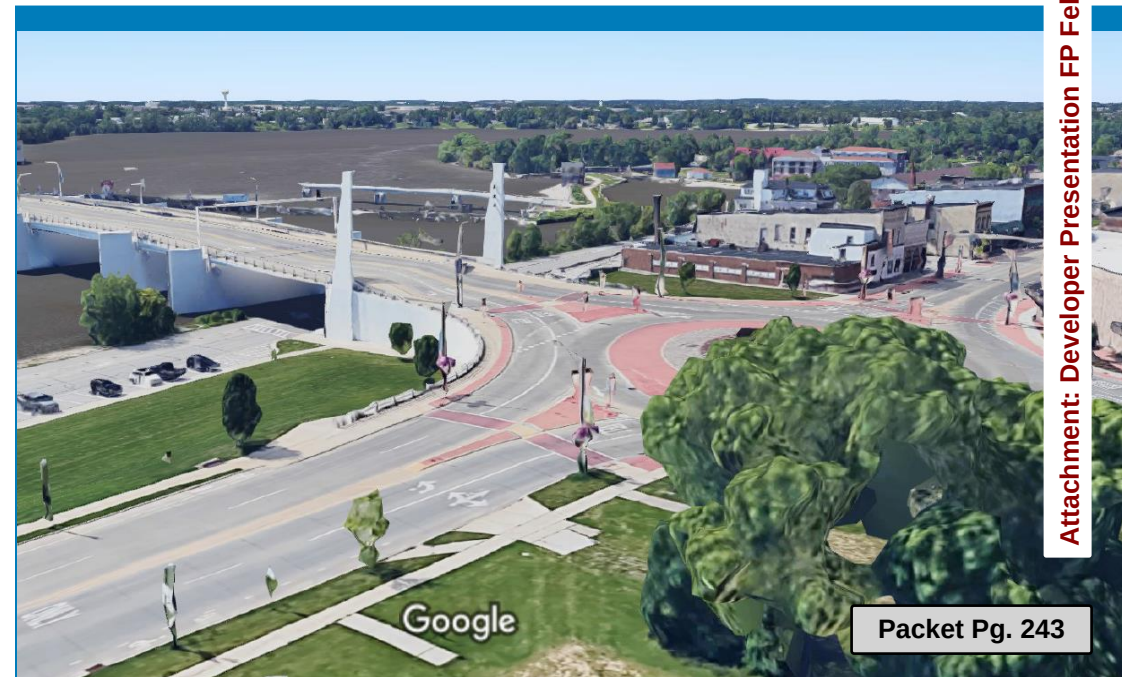
3 Views



Field	DATE: 10/1/2018	Legend Vision Line to Lambeau Field	 0 1,000 2,000 Feet	Source: Robert E. Lee & Associates, Inc. BMR, Brown County Robert E. Lee & Associates, Inc. warrants that the information contained herein was obtained from sources believed to be reliable. However, the user of this information should be aware that the user is responsible for the accuracy and completeness of the information. The user should consult with the appropriate authorities for the most current information. The user should also be aware that the information is not intended to be used for any purpose other than that for which it was prepared. The user should also be aware that the information is not intended to be used for any purpose other than that for which it was prepared.	 Robert E. Lee & Associates, Inc. Engineering, Surveying and Environmental Services 1250 Centennial Centre Boulevard, Hobart, WI 54155 Phone: (920) 662-9641 FAX: (920) 662-9141 WWW.RELEA.COM
	JOB: 1670001				
	DRAWN: PFO				



River Visibility City of De Pere Brown County, WI	DATE: 10/1/2018	Legend River View Angle Vision Line to Lambeau Field POC	 0 125 250 Feet	Source: Robert E. Lee & Associates, Inc. BMR, Brown County Robert E. Lee & Associates, Inc. warrants that the information contained herein was obtained from sources believed to be reliable. However, the user of this information should be aware that the user is responsible for the accuracy and completeness of the information. The user should consult with the appropriate authorities for the most current information. The user should also be aware that the information is not intended to be used for any purpose other than that for which it was prepared. The user should also be aware that the information is not intended to be used for any purpose other than that for which it was prepared.	 Robert E. Lee & Associates Engineering, Surveying and Environmental 1250 Centennial Centre Boulevard, Hobart, WI Phone: (920) 662-9641 FAX: (920) 662-9141 WWW.RELEA.COM
	JOB: 1670001				
	DRAWN: PFO				



Building 'A'

- # Building 'B'

- 1st Level: Retail &/or Galleries – Studio's
- 2nd Level: Restaurants w/Outdoor Dining
- 3rd Level: Offices, Yoga/Pilates, Etc.



Residences

Building 'A'

- 41 +/- Condos: Size and Income Diverse
- 980' – 3,300' sq ft
- 8 two-story Townhouse style condos
- \$192,000 - \$1,000,000 +

Building 'B'

- 4 – 5 floors of Urban Apartments
- Primarily Efficiencies, 1-2 Bdrm.
- Some 2+ bedroom (bdrm or den)

Building 'C'

- 'C-2' 24 Front Street Efficiency Apts/Condos
- 'C-1' 36 – 42 Condos



5 Residences, Condo

20.c



Attachment: Developer Presentation FP February (6685 : De Pere Retro LLC Request for

5

Residences

- Commercial Atrium
- Front Street Efficiencies



CULTURAL DISTRICT & SUSTAINABILITY

1

Association
Artists

2

Destination
Parking

3

Apartments
Condos

4

Retail / Galleries
Restaurants

5

Sustainable

Denver 1

RiNo ART DISTRICT

The RiNo Art District is a 501(c)(6) nonprofit organization that supports the neighborhood in retaining its character, supporting artists and creatives, establishing a sense of place and supporting the neighborhood through developing a strong brand and collective promotion. The organization champions the neighborhood by raising funds through membership, sponsorship, grants and other fundraising.

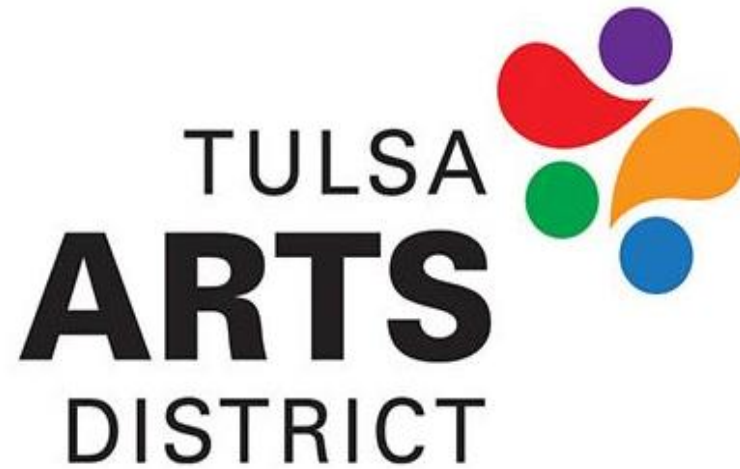
These funds support the following activities:

- Neighborhood advocacy
- RiNo's website, neighborhood marketing and advertising, events and promotions
Murals and creative placemaking
- Outreach to, engagement with, and support for artists and creative

Artist Opportunities:

We are here to help our artists and creatives make a living at what they are passionate about. From artist live and work space opportunities to assistance in marketing their work; please read our Artist Initiatives to learn more. These opportunities are available for RiNo Art District member artists.





The Tulsa Arts District

The Tulsa Arts District is home to retail and service shops, restaurants, bars, clubs, galleries, museums, parks, private businesses, residences and historic music venues. Plan to *Arrive Early and Stay Late* in the Tulsa Arts District!

Parking

The Tulsa Arts District offers a variety of parking modes. If you park on the street, in a lot or a garage, you are seldom more than 2-6 small city blocks to your destination.

The primary offering is street/curb side parking. Street parking is limited to 2 hours from 8:00 am until 5:00 pm Monday through Friday. These parking areas are enforced between 8 am and 5 pm, Monday through Friday except for official holidays. You should be mindful that loading zones are limited to commercially tagged vehicles. White striped "No Parking" areas are also enforced per City Ordinance.

There are also private parking lots and garages available on a limited basis. Some parking lots are available for specific businesses ONLY. These lots are clearly marked with restrictive signage. Improperly parked cars will be towed to Storey Wrecker Service at the Vehicle Owner's expense.



Kansas City Art District

KC crossroads

There's a reason we call it the Crossroads. It's more than just an intersection of two streets in downtown Kansas City. It's a vibrant and diverse community that welcomes all walks of life and all forms of artistic expression.

Now home to over 2,000 residents, the Crossroads is a fully functioning mixed use neighborhood. You'll find small-scale grocers, bakeries, home décor, dentists, pet stores, yoga studios, banks, movie theaters, printing services, coffee shops, and restaurants.

Centrally located near downtown, Condos, urban lofts, and apartments.

<http://kccrossroads.org/>

Sustainability Eco-friendly

Sustainable urban living

The definition of sustainable development in this sense is, "...meeting the needs of the present without compromising the ability of future generations to meet their own needs."

** 2010 De Pere Comprehensive Plan*



<http://moslerlofts.com/>



How can we maximize community benefits, and provide the highest and best economic benefit as a responsibility to the taxpayer citizens of De Pere, and to the future generations so they may continue the enjoyment that a growing De Pere has always provided



THANK YOU



Robert E. Lee & Associates, Inc.
Engineering, Surveying and Environmental Services
1250 Centennial Centre Boulevard
Phone: (920) 862-9841
www.relee.com

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Recommendation from the Finance and Personnel Committee to issue a Request for Proposals (RFP) for the development of Parcel ED-769 (also known as the 123 N Broadway Lot).

On Tuesday, February 13, 2018, the Finance and Personnel Committee voted 3-0 to recommend issuing a Request for Proposals for Development for Parcel ED-769, also known as the 123 N Broadway Parking Lot.

Discussion at the Committee included parking and the timing of the development in relationship to the Cultural District Master Plan. The Cultural District Master Plan is anticipated to be complete in early June 2018.

Since the Finance/Personnel Committee, staff heard from an adjacent property owner (117 N Broadway) and a nearby business owner. The property owner indicated that the loss of parking will be of concern to his current tenants. At the same time, he also supports the growth and continued investment in Downtown De Pere. The business owner noted that the long term stalls provided in this lot provide parking for employees and tenants of many of the surrounding businesses. Parking was discussed briefly at the Committee and staff recommended that a parking analysis/inventory be completed if development of the lot moves forward.

ATTACHMENTS:

- SKB Request 123 N Broadway FP 2-2018 (DOCX)
- De Pere Kim Flom (PDF)

City of De Pere MEMORANDUM



To: City of De Pere Finance and Personnel Committee
 From: Kimberly Flom, Development Services Director
 Date: February 13, 2018

RE: **Municipal Property Development Request – SKB Management. Parcel ED-769, generally known as 123 Broadway Lot.**

Request Summary

SKB Management is interested in acquiring and developing an existing city-owned surface parking lot located at 123 N Broadway (Parcel ED-769, .24AC). SKB is interested in constructing a four story mixed use building. The attached letter includes additional details about the proposal.



123 Broadway Lot

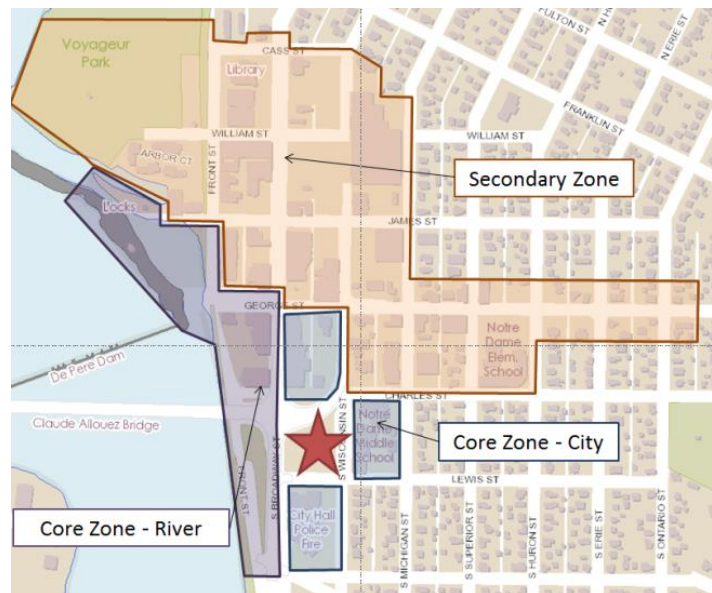
Site History

The 2010 Downtown Master Plan did not specifically include this site as a redevelopment project. However, redevelopment of the lot aligns with many of the goals of the Downtown Master Plan, including:

Attachment: SKB Request 123 N Broadway FP 2-2018 (6682 : SKB Request for 123 N Broadway Lot - Parcel ED-769)

- Increasing business and private investment (encourage new private investment)
- Adding life to the District (activate underused sites)
- Creating new neighborhoods in the downtown (increase residential)

The Council recently approved funds to engage in a Cultural District Master Plan in response to the proposed Mulva Cultural Center. The Cultural Center was not under consideration during the preparation of the 2010 Downtown Master Plan and could be a catalytic and legacy development in Downtown De Pere. The Cultural District Master Plan will utilize a charrette style process in order to establish an updated vision for the east side of Downtown De Pere. This project will serve as an extension of the 2010 Downtown Master Plan and help align the conflicting recommendations of the current documents and provide guidance for current initiatives like the zoning code rewrite. This property is located in the secondary zone of the geographic boundary identified by that study, which will have broader recommendations than the core zones.



Cultural District Master Plan Boundary

Property Summary

The property currently provides approximately 27 long-term public parking stalls. The design and circulation of the lot maximizes the parking total, but is confusing and challenging to navigate. The lot is utilized as off street parking for the surrounding businesses. It is likely that any project proposed on site will reduce or eliminate the number of public stalls, but increase the number of private stalls. Any proposed development should be analyzed carefully in order to provide the appropriate amount of parking for a Downtown Development.

The Downtown Master Plan encourages urban redevelopment of many sites but also notes the importance of parking to a successful business district. The plan notes that 'parking should be adequate in supply and convenient to use, without dominating the urban fabric and character of Downtown.'

This property is not located in a Tax Increment District so TIF assistance would not be available unless a new TID is created. If City financial participation is requested, the Council could consider a land price reduction.

Development Process

The City Council must determine whether this public property should be sold. If so, the Council must determine that the proposed development is in the best interest of the City. The City has customarily used a request for proposal process when marketing city property for development/re-development.

If the Council were to authorize sale of the parcel, it would be only the first step in the development process. The City would then order an appraisal and may need to provide additional information like a property survey and/or a Phase 1 Environmental Assessment. Here is an abbreviated list of other City reviews that might be required:

Phase 1 –LAND ACQUISITION

Property Appraisal (Finance/Personnel & Council – depending on cost)
 Certified Survey Map – if property lines are modified (Plan Commission & Council)
 Request for proposal (unless determined otherwise)
 Sales Agreement/Purchase Option/Development Agreement (Finance/Personnel & Council)

Phase 2 - FINANCING

Purchase Agreement (Finance/Personnel & Council)

Phase 3 - PLANNING AND PERMITTING

Site Plan (Plan Commission)
 Planned Development (in order to modify current zoning requirements) (Plan Commission & Council)
 Right of Way Vacation (Plan Commission & Council)
 Release of Utility Easements (Board of Public Works & Council)
 Building and Health Permits (City – administrative)

Summary

The applicant is requesting to acquire and develop a city owned parking lot located at 123 N Broadway (Parcel ED-769).

Possible courses of action include:

- 1) Approve request.
- 2) Deny request – keep parking lot.
- 3) Issue a Request for Proposals for property.
- 4) Postpone any development consideration until Cultural District Master Plan is complete.
- 5) Other as discussed/introduced by Council.

The Common Council will also review this item. If you have any questions prior to the meeting, feel free to contact me.



February 1, 2018

To: Kimberly Flom, Development Services Director

From: Karen Classon, SKB Management Inc.

Re: Acquisition of Broadway Parking Lot Site, Parcel ED-769, known as 123 Broadway Lot

My name is Karen Classon. My company is SKB Management Inc. My company has been in De Pere since 1998 when we built 801 Heritage Road. We sold Heritage Park in April 2017 and since then I have been actively looking to relocate to Downtown De Pere.

Please consider my interest in acquiring and developing the existing city-owned parking lot located at 123 N Broadway, De Pere.

It would be my intent to construct a four-story mixed-use building. Specifically, the building would consist of commercial/retail space on the ground floor and higher-end, upscale apartment homes on the second, third and fourth floors. The building would be called SKB Terrace because it would include an attractive common area, open-air terrace on the second floor.

I have been working with De Leers Construction, 1825 Nimitz Drive, De Pere on the building plans. We have revised the plans four times with the intent to build an engaging building that will not only enhance De Pere but also serve the demand for downtown living.

I, as owner of SKB Management, would move my business into a portion of the commercial space on the ground floor. The 2nd and 3rd floors would each consist of two 2-bedroom and one 1-bedroom apartment homes. Each apartment home would have a balcony. It is possible that I would personally occupy the 4th floor apartment home which also would have a balcony/terrace area.

I understand that parking is an issue and our plans include underground parking for both residents and building tenants...2 underground stalls for each 2 bedroom unit and 1 stall for each 1 bedroom unit. Plus there would be additional underground stalls and above ground stalls available for building tenants and commercial/retail visitors or customers.

I continue to have sincere interest in developing this site; however, I have some ongoing concerns that I'd like to share with you and the City with its respective departments.

Attachment: De Pere Kim Flom (6682 : SKB Request for 123 N Broadway Lot - Parcel ED-769)

1. Economic Feasibility/Sustainability – This project must be economically viable. To that end, I believe I mentioned to you that some form of economic assistance is very important. SKB Terrace will be a source of revenue for the City substantially more so than its current use. Your memorandum states that TIF assistance would not be available. I look forward to discussing a solution to this issue with you and others at the City.

2. Process and Timing – I fully understand and realize there are many steps to this process which may take some time to sort out. I can assure you that I don't want to rush into things either; however, I am interested in relocating my business (SKB Management) and have been looking at potential places for nearly a year. I would love to be in Downtown De Pere and honestly, that is my preference, but my concern is that perhaps this could be a 2 or 3 year process before things even start to happen.

3. It Is Hard to Change a Committee's Mind – I realize the easiest thing to do right now is for everyone to defer a decision and wait for the Master Plan. I suspect this is the long road in which case the extended time frame will probably force me to look elsewhere. Although this proposal remains my **#1 option** (as evidenced by the amount of work we've put into the design), because of the uncertainties, I want to be upfront with the City and let the respective Committees' know that I'm continuing to look for and potentially pursue other options.

January 30, 2018 front page of the Green Bay Press Gazette featured Tina Quigley, Executive Director of Definitely De Pere. The article specifically stated that people want to live downtown and the demand for housing continues to grow. I believe SKB Terrace fits in De Pere's long-term plan of taking downtown De Pere to the next level.

<http://www.greenbaypressgazette.com/story/news/2018/01/29/definitely-de-peres-tina-quigley-has-big-plans-downtown>

Finally, I read with great interest the interaction my plan might have with the Cultural District Master Plan presently under development. I continue to believe my plan for SKB Terrace would be a significant enhancement to Downtown De Pere and be entirely consistent with the overall vision that ultimately are defined within the Cultural District Master Plan.

Thank you.



Karen Classon

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage License for Heritage Rd, LLC (DBA One Under Golf Center), 801 Heritage Rd, Unit C. Submitted by Heritage Rd, LLC, Agent: Matthew Wood, Green Bay, WI.

ATTACHMENTS:

- One Under Golf Center_2-6-18 (PDF)
- Heritage Dr LLC Class B License - I-1 zoning (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Feb 7 20 18
ending June 30 20 18

TO THE GOVERNING BODY of the:

☐ Town of
☐ Village of
☒ City of De Pere
County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY
☐ CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Heritage Rd, LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>John Allen</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Vice President/Member	<u>Tony Wolf</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Matthew Wood</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Directors/Managers			

3. Trade Name One Under Golf Center Business Phone Number (920) 425-4038

4. Address of Premises 301 Heritage Rd, Unit C De Pere, WI Post Office & Zip Code 54115

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

6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No

7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No

8. (a) Corporate/limited liability company applicants only: Insert state WI and date 3/7/17 of registration.

- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No

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

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Indoor Golf Center - Caddyshack (Food + Bev room)

10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No

- (b) If yes, under what name was license issued? _____

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No

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

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

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 19th day of January, 20 18

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

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

Wisconsin Department of Revenue

MEMORANDUM

TO: Alderperson James Boyd, Chair
License Committee Members
Shana D. Ledvina, City Clerk-Treasurer

FROM: Judith Schmidt-Lehman, City Attorney

DATE: February 21, 2018

RE: Application for a Class "B" Fermented Malt Beverage License at 801 Heritage Road, Unit C,

As you are aware, the above item was tabled at the February 6, 2018 meeting at my request in order for city staff to fully evaluate whether the property at 801 Heritage Rd. is zoned properly for the sale and consumption of alcohol (fermented malt beverages.) Here is some background on the request.

The property owner (Heritage Road, LLC) requested that the Plan Commission review its proposed indoor recreation use for three of the five suites in the complex. At the August 28, 2017 Plan Commission meeting, the Plan Commission approved indoor recreation use as a permitted use at 801 Heritage Road. (Attached is a copy of the Plan Commission Staff Recommendation.) Heritage Road, LLC applied for a Class "B" beer license on January 19, 2018; review of the license application went to the next available meeting, that being February 6, 2018.

Prior to the February 6 License Committee meeting, the issue of proper zoning for sale of alcohol was raised. Planning staff at the time advised that the sale of alcohol in the I-1 Industrial District could be allowed as an accessory use. Since that time however, it has been determined that the I-1 Industrial District only allows, when justified by the developer, Cafeterias and Offices as accessory uses. (See attached I-1 Industrial Park District uses.) Therefore, the zoning district that includes 801 Heritage Road does not allow the sale or consumption of alcohol, and the license cannot be approved.

Planning staff indicates recreational use requests in the city's industrial parks are on the increase. They therefore will be working on updating accessory use recommendations to the Plan Commission in the near future. They will also advise Heritage Road, LLC when to expect the matter to come before the Plan Commission.

If you have any questions regarding this, please feel free to call me at 339-4042.

JSL

Attachment: Heritage Dr LLC Class B License - I-1 zoning (6686 : One Under Golf Center Class "B" License)

- ITEM 8:** Land use interpretation request for an existing building at 801 Heritage Road (Parcel ED-F0103-4) in the I-1 Industrial Park District. Submitted by John Allen, Managing Partner, Heritage Road, LLC.

SITE MAP



REQUESTED ACTION: Land Use Interpretation.

In 1997, the Plan Commission approved a site plan for the subject site that included office, showroom, and warehouse uses. An additional proposed use for indoor recreation is proposed.

COMMON DESCRIPTION: 801 Heritage Road, located northeast from the Heritage Road and Enterprise Drive intersection.

PARCEL NUMBER(S): ED-F0103-4

EXISTING ZONING: I-1 (Industrial Park District)

PROPOSED ZONING: None.

SURROUNDING LAND USES: Vacant and industrial to the north.
Industrial to the south.
Vacant and restaurant to the east.
Vacant and industrial to the west.

COMPREHENSIVE PLAN: The City of De Pere 2010 Comprehensive Plan Update, Future Land Uses map (Figure 2-6), identifies the area as 'Industrial Park.'

**City of De Pere
Staff Comments**

**Plan Commission
August 28, 2017**

APPLICANT/OWNER NAME: John Allen, Managing Partner
Heritage Road, LLC
801 Heritage RD
De Pere, WI 54115

Heritage Road LLC
435 N. Broadway ST
De Pere, WI 54115

SITE HISTORY: In July, 1997 the Plan Commission approved a site plan for the property. At that time, the building provided 12,000 square feet of office space, show room, and warehousing. The building had five front entrances, 51 parking stalls, and an exterior appearance similar to what is seen today.

The building was recently acquired by Heritage Road LLC. In August 2017, the building owner requested the addition of indoor recreation use for three of the five suites in the building.

STAFF REVIEW: The proposed indoor recreational use is not clearly defined in the I-1 Zoning District (Municipal Code 14-47) as a permitted use, accessory use, or conditional use. The Code does, however permit 'other uses that can be operated without creating objectionable noise, odor, dust, smoke, gas fumes or vapor, and that is not an offensive, dangerous or unwholesome use, and that is compatible with the use and occupancy of adjoining properties and is approved, as a permitted use by the Plan Commission.

The indoor recreational use would complement existing uses that are already allowed in the building, which was designed to house five smaller businesses rather than one large industry. The indoor uses may also be complementary to nearby uses, including a restaurant to the east of the property.

The 1997 approved Site Plan parking accommodations has 51 parking stalls. Presently 43 spaces exist at the front of the building with additional parking in the rear. The property owner has plans to restripe a staff parking area in the rear of the building for a total of 63 stalls. There is sufficient off-street parking for the site. Therefore, the 12,000 square foot building site could accommodate parking needs if all five suites were offices, and also if all five suites were indoor recreational uses.

- Parking if site was all office: 48 spaces required
 - *Four spaces for every 1,000 square feet.*
- Parking if site was all indoor recreational: 60 spaces required
 - *Five spaces for every 1,000 square feet.*

REVIEW PROCESS

For land use interpretations the Plan Commission provides an interpretation for the Zoning Code. There is no Common Council review.

STAFF RECOMMENDATION: Staff recommends that the Plan Commission permit indoor recreation at 801 Heritage Road as a permitted use.

Attachment: Heritage Dr LLC Class B License - I-1 zoning (6686 : One Under Golf Center Class "B" License)

Judy Schmidt-Lehman

From: John Allen <greenbayinsurance1@gmail.com>
Sent: Tuesday, August 8, 2017 3:44 PM
To: Peter Schleinz
Subject: Use inquiry for 801 Heritage Rd

Follow Up Flag: Follow up
Flag Status: Flagged

Peter,

Pere our conversations today I am requesting a "use inquiry" by the plan commission for the building at 801 Heritage Road De Pere, Wi. Currently this building is zoned I1. We would like to have the building occupied by some tenants that we believe qualify under the current zoning, but wanted to verify this with the planning commission.

The building has 5 tenant suits as follows...

Suite A is approximately 2900 sq' of office space and 600 sq' of warehouse and is currently occupied by a property management company. They employ approximately 4 people.

Suite B is also approximately 3500 sq'. It is currently unoccupied, but had been occupied by a retail glass company. The proposed tenant will be a ball room dance studio, employing 3 people.

Suite C is currently unfinished. We plan on finishing and occupying approximately 1200 sq' as a golf training center and 1200 sq' for warehousing (no vehicles). The golf training center will have one employee and we would anticipate 2 to 3 patrons using the facility at a time.

Suite D is 2400 sq' and is being occupied by two personal trainers that offer individual fitness programs. We anticipate total number of customers at any one time to be 8.

Suite E is approximately 3300 sq' of office space with 200 sq' of warehouse. The second floor of 1200 sq' is being occupied by a software development company. The first floor has individual offices occupied by a variety of tenants such as an attorney and an acupuncturist. We anticipate about 6 employees working at a time with up to 6 patrons.

There are 43 parking spots in the front of the building. We are restriping the parking lot behind the building that will allow for 20 additional parking spots for employees. We anticipate a total of 16 employees at any one time with a maximum of 20 guests at any one time.

Thank you for your consideration.

John Allen
 Managing Partner

Heritage Road, LLC
 801 Heritage Road
 De Pere, WI 54115

Attachment: Heritage Dr LLC Class B License - I-1 zoning (6686 : One Under Golf Center Class "B" License)

• **14-47. - I-1 Industrial park district.**

The I-1 Industrial Park District is a special or exclusive type of planned industrial area designed and equipped to accommodate a community of both light and heavy industrial activities which require large parcels of property, which are compatible with the use and occupancy of adjoining properties and which, by their character, should be remote from residential and business development, and which are found not to be obnoxious, unhealthful, or offensive by reason of potential emission or transmission of noise, vibration, smoke, dust, odors, heat, or toxic or noxious matter.

(1) *Permitted uses.*

(a) Uses permitted in the I-1 District are subject to the following conditions:

- 1) Dwelling units and lodging rooms other than custodian quarters are not permitted.
- 2) All business, servicing, processing, manufacturing, operation, and storage (except for motor vehicles in operable condition) shall be conducted within a completely enclosed building structure.
- 3) The parking or storage of operable motor vehicles, if not within an enclosed building structure, shall be effectively screened by shrubbery or solid wall or fence (including solid entrance and exit gates) of not less than six (6) feet and not more than eight (8) feet in height.

(b) The following general uses are permitted in the I-1 District:

- 1) Assembly plants
- 2) Freight terminals
- 3) Laboratories
- 4) Manufacturing plants
- 5) Railroad facilities
- 6) Warehouses
- 7) Wholesaling of merchandise when incidental to the principal use
- 8) Public utilities
- 9) Other uses that can be operated without creating objectionable noise, odor, dust, smoke, gas fumes or vapor, and that is not an offensive, dangerous or unwholesome use, and that is compatible with the use and occupancy of adjoining properties and is approved as a permitted use by the Plan Commission.

(2) *Permitted accessory uses.*

(a) The following accessory uses, if justified as to need by the developer, will be allowed:

- 1) Cafeterias

2) Offices

(3) *Conditional uses.*

(a) The following conditional uses may be allowed in the I-1 District, subject to the provisions of Section 14-30, provided that such uses and the operation thereof is determined not to be obnoxious, unhealthful, or offensive:

- 1) Day care centers that are complimentary to businesses and industries located in the Industrial Park
- 2) Forge plants
- 3) Foundries
- 4) Primary metal industries
- 5) Metal refineries
- 6) Rolling mills
- 7) Pet grooming, kennels, and pet day care facilities

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 21, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 02-21-18 (PDF)

CITY OF DE PERE
License Committee - February 21, 2018

New Operator License Applications for the 2016-2018 Licensing Period	
1	CARTER, PAMELA S.
2	CARTER, TRISHA L.
3	COFFEY, HEATHER M.
4	EGEBRECHT, DEBORAH A.
5	HARING, BRANDON M.
6	HEINZ, DANIEL J.
7	LEACH, JOSHUA A.
8	RENARD, CHERYL A.
9	VIEAU, JACOB P.
10	ZELM, GAVIN M.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 21, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 2-21-18 VOUCHERS (PDF)

2/14/2018 2:09 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05804 FEB 2018 COUNCIL - 2 2-20-18

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6426	ACL							
	I-201801-0	ACL	R	2/20/2018		300.80CR	084504	300.80
6802	ADVANCED DISPOSAL							
	I-B80000614250	ADVANCED DISPOSAL	R	2/20/2018		290.95CR	084505	290.95
0302	AIRGAS USA LLC							
	I-9072131904	AIRGAS USA LLC	R	2/20/2018		164.86CR	084506	
	I-9072230563	AIRGAS USA LLC	R	2/20/2018		172.74CR	084506	
	I-9950635409	AIRGAS USA LLC	R	2/20/2018		407.81CR	084506	
	I-9950635410	AIRGAS USA LLC	R	2/20/2018		147.15CR	084506	892.56
0007	AMBROSIUS SALES & SERVICE							
	I-119786	AMBROSIUS SALES & SERVICE	R	2/20/2018		64.11CR	084507	
	I-119802	AMBROSIUS SALES & SERVICE	R	2/20/2018		146.39CR	084507	
	I-119803	AMBROSIUS SALES & SERVICE	R	2/20/2018		11.92CR	084507	222.42
7507	DEBORAH ARMBRUSTER							
	I-201802137935	DEBORAH ARMBRUSTER	R	2/20/2018		235.59CR	084508	235.59
5604	AURORA BAYCARE MED CTR LLC							
	I-KY094	AURORA BAYCARE MED CTR LLC	R	2/20/2018		175.99CR	084509	175.99
1698	B A T I							
	I-4854	B A T I	R	2/20/2018		1,143.60CR	084510	1,143.60
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-102974	BADGER MAILING & SHIPPING SYST	R	2/20/2018		20.16CR	084511	20.16
0020	BADGERLAND PRINTING INC							
	I-30882	BADGERLAND PRINTING INC	R	2/20/2018		32.00CR	084512	
	I-30923	BADGERLAND PRINTING INC	R	2/20/2018		172.00CR	084512	
	I-30926	BADGERLAND PRINTING INC	R	2/20/2018		67.00CR	084512	
	I-30943	BADGERLAND PRINTING INC	R	2/20/2018		150.00CR	084512	
	I-30998	BADGERLAND PRINTING INC	R	2/20/2018		225.24CR	084512	646.24
0023	BATTERIES PLUS LLC							
	I-501-P379792	BATTERIES PLUS LLC	R	2/20/2018		19.75CR	084513	
	I-P360266	BATTERIES PLUS LLC	R	2/20/2018		48.65CR	084513	
	I-P375281	BATTERIES PLUS LLC	R	2/20/2018		19.95CR	084513	88.35
0027	BAY TOWEL INC							
	I-2549140	BAY TOWEL INC	R	2/20/2018		153.16CR	084514	
	I-2549159	BAY TOWEL INC	R	2/20/2018		77.52CR	084514	
	I-2550934	BAY TOWEL INC	R	2/20/2018		40.39CR	084514	
	I-2550935	BAY TOWEL INC	R	2/20/2018		180.11CR	084514	
	I-2555246	BAY TOWEL INC	R	2/20/2018		92.61CR	084514	
	I-2555248	BAY TOWEL INC	R	2/20/2018		57.18CR	084514	
	I-2557755	BAY TOWEL INC	R	2/20/2018		77.52CR	084514	
	I-S21652	BAY TOWEL INC	R	2/20/2018		660.00CR	084514	1,338.49

Attachment: 2-21-18 VOUCHERS (6687 : Voucher Approval.)

BANK : AP ASSOCIATED

Attachment: 2-21-18 VOUCHERS (6687 : Voucher Approval.)

2/14/2018 2:09 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 05804 FEB 2018 COUNCIL - 2 2-20-18

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	2/20/2018			084527	**VOID**
0520	CENTRAL BROWN COUNTY WATER AUTHORITY							
	I-2835	CENTRAL BROWN COUNTY WATER AUT	R	2/20/2018		21,749.00CR	084528	21,749.00
6468	CENTRAL SERVICE CENTER							
	I-22441	CENTRAL SERVICE CENTER	R	2/20/2018		199.00CR	084529	199.00
7693	CERTAPRO PAINTERS							
	I-1525	CERTAPRO PAINTERS	R	2/20/2018		1,147.98CR	084530	1,147.98
2708	CLEANING SOLUTION SERVICES INC							
	I-15821	CLEANING SOLUTION SERVICES INC	R	2/20/2018		1,105.24CR	084531	
	I-15826	CLEANING SOLUTION SERVICES INC	R	2/20/2018		1,784.35CR	084531	
	I-15839	CLEANING SOLUTION SERVICES INC	R	2/20/2018		1,416.56CR	084531	
	I-15864	CLEANING SOLUTION SERVICES INC	R	2/20/2018		28.50CR	084531	4,334.65
7639	CORE & MAIN LP							
	I-1392585	CORE & MAIN LP	R	2/20/2018		2,600.00CR	084532	
	I-1399154	CORE & MAIN LP	R	2/20/2018		654.28CR	084532	
	I-1411350	CORE & MAIN LP	R	2/20/2018		168.97CR	084532	
	I-1432349	CORE & MAIN LP	R	2/20/2018		1,800.00CR	084532	
	I-1437964	CORE & MAIN LP	R	2/20/2018		600.00CR	084532	5,823.25
0061	CUMMINS NPOWER, LLC							
	I-802-96192	CUMMINS NPOWER, LLC	R	2/20/2018		568.74CR	084533	568.74
5843	CZARNECKI, RON							
	I-201802137941	CZARNECKI, RON	R	2/20/2018		94.00CR	084534	94.00
6700	DARLEY CO							
	I-17312790	DARLEY CO	R	2/20/2018		9,449.00CR	084535	9,449.00
7101	KELLY DEMENY							
	I-201802137942	KELLY DEMENY	R	2/20/2018		100.00CR	084536	100.00
0075	DIGGERS HOTLINE INC							
	I-180 1 36401	DIGGERS HOTLINE INC	R	2/20/2018		130.12CR	084537	130.12
0079	DORSCH CORP							
	I-40447	DORSCH CORP	R	2/20/2018		5.99CR	084538	
	I-40512	DORSCH CORP	R	2/20/2018		100.30CR	084538	
	I-40572	DORSCH CORP	R	2/20/2018		295.05CR	084538	
	I-40598	DORSCH CORP	R	2/20/2018		20.99CR	084538	422.33

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1613	KEVIN J DUBOIS I-201802137943	KEVIN J DUBOIS	R	2/20/2018		194.44CR	084539	194.44
5634	EGOV STRATEGIES LLC I-8-2335	EGOV STRATEGIES LLC	R	2/20/2018		2,056.00CR	084540	2,056.00
0086	ERC INC I-ERC-018-0238	ERC INC	R	2/20/2018		417.00CR	084541	417.00
1	ERICKSON, MELODY I-201802137944	HOOP CLASS	R	2/20/2018		20.00CR	084542	20.00
7422	EXCEL UNDERGROUND LLC I-5802	EXCEL UNDERGROUND LLC	R	2/20/2018		1,259.97CR	084543	1,259.97
0091	FASTENAL COMPANY I-WIGRE358438 I-WIGRE359254	FASTENAL COMPANY FASTENAL COMPANY	R R	2/20/2018 2/20/2018		38.41CR 44.53CR	084544 084544	 82.94
0096	FIRE APPARATUS & EQUIPMENT INC I-17872	FIRE APPARATUS & EQUIPMENT INC	R	2/20/2018		495.35CR	084545	495.35
5124	FIRELINE SPRINKLER CORP I-6551-18 I-8037-18	FIRELINE SPRINKLER CORP FIRELINE SPRINKLER CORP	R R	2/20/2018 2/20/2018		255.00CR 255.00CR	084546 084546	 510.00
0200	FIRST SUPPLY LLC I-10910301-00 I-10968747-00 I-10969967-00 I-10979925-00	FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC	R R R R	2/20/2018 2/20/2018 2/20/2018 2/20/2018		104.82CR 49.02CR 219.02CR 16.82CR	084547 084547 084547 084547	 389.68
0098	FLY ME FLAG CO INC I-1536	FLY ME FLAG CO INC	R	2/20/2018		39.90CR	084548	39.90
0835	FOSTER COACH SALES INC I-13634	FOSTER COACH SALES INC	R	2/20/2018		94.04CR	084549	94.04
0111	GAT SUPPLY INC I-326558-1	GAT SUPPLY INC	R	2/20/2018		31.10CR	084550	31.10
5349	GLIME, RYAN I-201802147970	GLIME, RYAN	R	2/20/2018		17.98CR	084551	17.98

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2544	GLOBAL RECOGNITION INC							
	I-173103	GLOBAL RECOGNITION INC	R	2/20/2018		146.80CR	084552	
	I-173104	GLOBAL RECOGNITION INC	R	2/20/2018		1,819.10CR	084552	1,965.90
5830	GRAEF INC							
	I-96155	GRAEF INC	R	2/20/2018		2,392.50CR	084553	2,392.50
6947	GRAMANN REPORTING LTD							
	I-252100	GRAMANN REPORTING LTD	R	2/20/2018		400.85CR	084554	400.85
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-9302262319	GRAYBAR ELECTRIC COMPANY INC	R	2/20/2018		14.21CR	084555	14.21
0124	GREEN BAY CITY TREASURER							
	I-111928	GREEN BAY CITY TREASURER	R	2/20/2018		419.92CR	084556	
	I-111972	GREEN BAY CITY TREASURER	R	2/20/2018		172.45CR	084556	
	I-112027	GREEN BAY CITY TREASURER	R	2/20/2018		34,714.75CR	084556	35,307.12
7577	SKIP GREVE							
	I-201802147971	SKIP GREVE	R	2/20/2018		21.00CR	084557	21.00
6896	HALLAM, JOHN							
	I-201802147972	HALLAM, JOHN	R	2/20/2018		15.00CR	084558	15.00
1237	HASTINGS AIR ENERGY CONTROL							
	I-170187	HASTINGS AIR ENERGY CONTROL	R	2/20/2018		428.43CR	084559	
	I-170188	HASTINGS AIR ENERGY CONTROL	R	2/20/2018		941.00CR	084559	1,369.43
0446	HAWKINS INC							
	I-4217571 RI	HAWKINS INC	R	2/20/2018		5,301.96CR	084560	5,301.96
5484	HYDROCORP INC							
	I-45678-IN	HYDROCORP INC	R	2/20/2018		2,876.00CR	084561	
	I-45803-IN	HYDROCORP INC	R	2/20/2018		2,309.00CR	084561	5,185.00
6932	IMAGETREND INC.							
	I-109973	IMAGETREND INC.	R	2/20/2018		400.00CR	084562	400.00
1399	INDOFF INC							
	I-3012427B	INDOFF INC	R	2/20/2018		12.39CR	084563	
	I-3059277	INDOFF INC	R	2/20/2018		19.99CR	084563	
	I-3060990	INDOFF INC	R	2/20/2018		188.97CR	084563	
	I-3064073	INDOFF INC	R	2/20/2018		605.12CR	084563	
	I-3064619	INDOFF INC	R	2/20/2018		210.75CR	084563	
	I-3067101	INDOFF INC	R	2/20/2018		95.85CR	084563	
	I-3067681	INDOFF INC	R	2/20/2018		74.42CR	084563	1,207.49

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0141	JEFFERSON FIRE & SAFETY INC							
	I-244937	JEFFERSON FIRE & SAFETY INC	R	2/20/2018		1,075.54CR	084564	1,075.54
3201	JOSEPH JOHNSON							
	I-201802147973	JOSEPH JOHNSON	R	2/20/2018		107.97CR	084565	107.97
6541	JONET, TIMOTHY							
	I-201802137945	JONET, TIMOTHY	R	2/20/2018		100.00CR	084566	100.00
2602	JOSSART BROTHERS INC							
	I-627B	JOSSART BROTHERS INC	R	2/20/2018		509.50CR	084567	
	I-628B	JOSSART BROTHERS INC	R	2/20/2018		1,654.50CR	084567	
	I-629	JOSSART BROTHERS INC	R	2/20/2018		897.00CR	084567	
	I-630	JOSSART BROTHERS INC	R	2/20/2018		1,153.00CR	084567	
	I-632	JOSSART BROTHERS INC	R	2/20/2018		554.00CR	084567	
	I-639	JOSSART BROTHERS INC	R	2/20/2018		1,183.00CR	084567	5,951.00
0696	THE JOURNAL OF LIGHT CONSTRUCTION							
	I-201802137946	THE JOURNAL OF LIGHT CONSTRUCT	R	2/20/2018		39.95CR	084568	39.95
7620	JT ENGINEERING INC							
	I-170047-08	JT ENGINEERING INC	R	2/20/2018		22,875.00CR	084569	22,875.00
1276	JX ENTERPRISES INC							
	I-1422377P	JX ENTERPRISES INC	R	2/20/2018		399.29CR	084570	
	I-1422994P	JX ENTERPRISES INC	R	2/20/2018		18.95CR	084570	
	I-1423075P	JX ENTERPRISES INC	R	2/20/2018		57.20CR	084570	
	I-1423122P	JX ENTERPRISES INC	R	2/20/2018		478.94CR	084570	
	I-1423226P	JX ENTERPRISES INC	R	2/20/2018		20.69CR	084570	
	I-1423227P	JX ENTERPRISES INC	R	2/20/2018		7.75CR	084570	
	I-1423228P	JX ENTERPRISES INC	R	2/20/2018		8.74CR	084570	
	I-1424467P	JX ENTERPRISES INC	R	2/20/2018		319.99CR	084570	
	I-1424676P	JX ENTERPRISES INC	R	2/20/2018		823.96CR	084570	
	I-1424782P	JX ENTERPRISES INC	R	2/20/2018		39.99CR	084570	
	I-1424829P	JX ENTERPRISES INC	R	2/20/2018		171.98CR	084570	2,347.48
0806	ROBERT KRZEWINA							
	I-201802137947	ROBERT KRZEWINA	R	2/20/2018		100.00CR	084571	100.00
3140	KUNDINGER FLUID POWER INC							
	I-50467142	KUNDINGER FLUID POWER INC	R	2/20/2018		59.77CR	084572	
	I-50470483	KUNDINGER FLUID POWER INC	R	2/20/2018		21.98CR	084572	81.75

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			CHECK	CHECK				
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0153	LAFORCE INC							
	I-1056061	LAFORCE INC	R	2/20/2018		74.00CR	084573	74.00
7694	JENNA LAROCHE							
	I-201802137948	JENNA LAROCHE	R	2/20/2018		100.00CR	084574	100.00
0157	LEAGUE OF WI MUNICIPALITIES							
	I-78400	LEAGUE OF WI MUNICIPALITIES	R	2/20/2018		2,000.00CR	084575	2,000.00
7563	MATTHEW LECLAIR							
	I-201802137949	MATTHEW LECLAIR	R	2/20/2018		14.25CR	084576	14.25
7444	SARA LORNSON							
	I-201802137950	SARA LORNSON	R	2/20/2018		50.29CR	084577	50.29
3216	ALAN MATZKE							
	I-201802137951	ALAN MATZKE	R	2/20/2018		83.07CR	084578	83.07
2012	DONALD MELICHAR							
	I-201802137952	DONALD MELICHAR	R	2/20/2018		100.00CR	084579	100.00
0173	MENARDS INC							
	I-22432	MENARDS INC	R	2/20/2018		7.52CR	084580	
	I-22566	MENARDS INC	R	2/20/2018		42.73CR	084580	
	I-22612	MENARDS INC	R	2/20/2018		57.96CR	084580	
	I-22627	MENARDS INC	R	2/20/2018		19.97CR	084580	
	I-22638	MENARDS INC	R	2/20/2018		102.94CR	084580	
	I-22741	MENARDS INC	R	2/20/2018		71.96CR	084580	
	I-22745	MENARDS INC	R	2/20/2018		89.48CR	084580	
	I-22787	MENARDS INC	R	2/20/2018		8.91CR	084580	
	I-22795	MENARDS INC	R	2/20/2018		58.02CR	084580	
	I-22796	MENARDS INC	R	2/20/2018		16.79CR	084580	
	I-22812	MENARDS INC	R	2/20/2018		62.35CR	084580	
	I-22973	MENARDS INC	R	2/20/2018		4.99CR	084580	
	I-23037	MENARDS INC	R	2/20/2018		10.89CR	084580	
	I-23097	MENARDS INC	R	2/20/2018		79.25CR	084580	
	I-23141	MENARDS INC	R	2/20/2018		64.93CR	084580	698.69
VOID	VOID CHECK		V	2/20/2018			084581	**VOID**
6277	METZLER, SHANNON							
	I-201802137953	METZLER, SHANNON	R	2/20/2018		21.20CR	084582	21.20

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7445	MIDWEST TESTING LLC I-4430	MIDWEST TESTING LLC	R	2/20/2018		17,325.00CR	084583	17,325.00
7359	MIRSBERGER SALES & SERVICE I-14459	MIRSBERGER SALES & SERVICE	R	2/20/2018		226.20CR	084584	226.20
7129	NELSON TACTICAL I-2591	NELSON TACTICAL	R	2/20/2018		67.49CR	084585	67.49
6555	NES ECOLOGICAL SERVICES I-73350	NES ECOLOGICAL SERVICES	R	2/20/2018		1,500.00CR	084586	1,500.00
5188	NORTHEAST ASPHALT INC I-17-07 (3) FINAL	NORTHEAST ASPHALT INC	R	2/20/2018		258,854.13CR	084587	258,854.13
0531	NORTHEAST AUTO PARTS INC C-328090 I-327995 I-328018 I-328038 I-328062 I-328105 I-328115 I-328135 I-328167 I-328202 I-328234 I-328235 I-328271	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R R R R R R R R R R R R R R	2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018		36.00 28.14CR 330.56CR 10.17CR 192.31CR 24.32CR 5.97CR 85.08CR 2.97CR 79.40CR 129.90CR 331.98CR 77.03CR	084588 084588 084588 084588 084588 084588 084588 084588 084588 084588 084588 084588 084588 084588	1,261.83
5433	NORTHEAST WI TECH COLLEGE I-CS31957	NORTHEAST WI TECH COLLEGE	R	2/20/2018		455.00CR	084589	455.00
3250	NORTHERN LAKE SERVICE I-328632	NORTHERN LAKE SERVICE	R	2/20/2018		560.00CR	084590	560.00
7667	NOTT COMPANY I-3050742-00	NOTT COMPANY	R	2/20/2018		26.24CR	084591	26.24
0187	NSIGHT TELS SERVICES I-201802137954	NSIGHT TELS SERVICES	R	2/20/2018		64.40CR	084592	64.40

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0194	OLSON TRAILER & BODY LLC							
	C-72806CM	OLSON TRAILER & BODY LLC	R	2/20/2018		229.12	084593	
	I-73604C	OLSON TRAILER & BODY LLC	R	2/20/2018		197.68CR	084593	
	I-73648C	OLSON TRAILER & BODY LLC	R	2/20/2018		101.93CR	084593	70.49
0255	ONE LAW GROUP SC							
	I-406-03m (11)	ONE LAW GROUP SC	R	2/20/2018		308.00CR	084594	308.00
0499	PACK AND SHIP LLC							
	I-201802137955	PACK AND SHIP LLC	R	2/20/2018		20.00CR	084595	20.00
0197	PACKER CITY INTERNATIONAL INC							
	I-X101081267:01	PACKER CITY INTERNATIONAL INC	R	2/20/2018		224.85CR	084596	224.85
1331	PACKER FASTENER & SUPPLY INC							
	I-368688	PACKER FASTENER & SUPPLY INC	R	2/20/2018		27.13CR	084597	
	I-369444	PACKER FASTENER & SUPPLY INC	R	2/20/2018		276.05CR	084597	303.18
0199	PARKER COATINGS INC							
	I-280549	PARKER COATINGS INC	R	2/20/2018		25.60CR	084598	
	I-280563	PARKER COATINGS INC	R	2/20/2018		128.00CR	084598	
	I-280638	PARKER COATINGS INC	R	2/20/2018		25.60CR	084598	179.20
0208	POMP'S TIRE SERVICE INC							
	C-1000030501	POMP'S TIRE SERVICE INC	R	2/20/2018		80.00	084599	
	I-90045896	POMP'S TIRE SERVICE INC	R	2/20/2018		473.42CR	084599	
	I-90045928	POMP'S TIRE SERVICE INC	R	2/20/2018		650.20CR	084599	
	I-90046118	POMP'S TIRE SERVICE INC	R	2/20/2018		140.91CR	084599	1,184.53
1246	PREVEA HEALTH							
	I-113325	PREVEA HEALTH	R	2/20/2018		178.50CR	084600	
	I-113864	PREVEA HEALTH	R	2/20/2018		165.75CR	084600	
	I-113874	PREVEA HEALTH	R	2/20/2018		155.40CR	084600	499.65
0220	QUILL CORP							
	I-4278342	QUILL CORP	R	2/20/2018		55.96CR	084601	
	I-4409259	QUILL CORP	R	2/20/2018		23.49CR	084601	79.45
5973	RAE-COR DISTRIBUTING INC							
	I-5206	RAE-COR DISTRIBUTING INC	R	2/20/2018		147.80CR	084602	147.80
1890	S I METALS AND SUPPLY							
	I-206406	S I METALS AND SUPPLY	R	2/20/2018		184.00CR	084603	184.00

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7695	SAFE RESTRAINTS INC I-82009	SAFE RESTRAINTS INC	R	2/20/2018		2,362.12CR	084604	2,362.12
0234	SAINT NORBERT COLLEGE INC I-LS43056	SAINT NORBERT COLLEGE INC	R	2/20/2018		75.00CR	084605	75.00
0235	SAINT VINCENT HOSPITAL I-47319	SAINT VINCENT HOSPITAL	R	2/20/2018		25.16CR	084606	25.16
7104	DALE SCHMIT I-201802137956	DALE SCHMIT	R	2/20/2018		11.88CR	084607	11.88
0406	SIMPLEXGRINNELL INC I-20002255 I-84457096 I-84464566	SIMPLEXGRINNELL INC SIMPLEXGRINNELL INC SIMPLEXGRINNELL INC SIMPLEXGRINNELL INC	R R R R	2/20/2018 2/20/2018 2/20/2018 2/20/2018		930.94CR 290.00CR 23.00CR	084608 084608 084608	 1,243.94
6152	SINKLER, TIM I-201802137957	SINKLER, TIM	R	2/20/2018		160.75CR	084609	160.75
0959	BERNARD SKOVIK I-201802137958	BERNARD SKOVIK	R	2/20/2018		100.00CR	084610	100.00
7627	SKYLINE EXHIBIT RESOURCE I-35125255	SKYLINE EXHIBIT RESOURCE	R	2/20/2018		3,727.06CR	084611	3,727.06
4399	DAVE SPIERING I-201802137959	DAVE SPIERING	R	2/20/2018		95.00CR	084612	95.00
0999	STAPLES ADVANTAGE I-3365663547 I-3366176922	STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE	R R R	2/20/2018 2/20/2018 2/20/2018		21.98CR 15.09CR	084613 084613	 37.07
4094	STATE BAR OF WISCONSIN I-5036969	STATE BAR OF WISCONSIN	R	2/20/2018		72.35CR	084614	72.35
0257	STREICHER'S INC I-11299437	STREICHER'S INC	R	2/20/2018		151.95CR	084615	151.95
7696	JOE SWIETNICKI I-201802137960	JOE SWIETNICKI	R	2/20/2018		100.00CR	084616	100.00

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1528	TEAM APPAREL & SPECIALTIES INC							
	I-108065	TEAM APPAREL & SPECIALTIES INC	R	2/20/2018		60.00CR	084617	60.00
1903	TECHNOLOGY ARCHITECTS INC							
	I-10905496	TECHNOLOGY ARCHITECTS INC	R	2/20/2018		123.75CR	084618	123.75
6897	CRAIG THIEM							
	I-201802137961	CRAIG THIEM	R	2/20/2018		100.00CR	084619	
	I-201802147974	CRAIG THIEM	R	2/20/2018		14.06CR	084619	114.06
0267	TRAFFIC & PARKING CONTROL INC							
	I-1591261	TRAFFIC & PARKING CONTROL INC	R	2/20/2018		1,570.00CR	084620	1,570.00
0268	TRUCK EQUIPMENT INC							
	I-770789-00	TRUCK EQUIPMENT INC	R	2/20/2018		241.00CR	084621	
	I-778317-00	TRUCK EQUIPMENT INC	R	2/20/2018		43.56CR	084621	
	I-779984-00	TRUCK EQUIPMENT INC	R	2/20/2018		21.18CR	084621	305.74
0272	UNIFORM SHOPPE INC							
	I-273677	UNIFORM SHOPPE INC	R	2/20/2018		145.85CR	084622	
	I-274338	UNIFORM SHOPPE INC	R	2/20/2018		20.00CR	084622	165.85
7015	US BANK EQUIPMENT FINANCE							
	I-349855916	US BANK EQUIPMENT FINANCE	R	2/20/2018		207.50CR	084623	207.50
1643	UW EXTENSION CASHIER SERVICES							
	I-425879	UW EXTENSION CASHIER SE	R	2/20/2018		20.00CR	084624	
	I-425880	UW EXTENSION CASHIER SERVICES	R	2/20/2018		20.00CR	084624	
	I-452881	UW EXTENSION CASHIER SERVICES	R	2/20/2018		20.00CR	084624	
	I-452882	UW EXTENSION CASHIER SERVICES	R	2/20/2018		20.00CR	084624	80.00
0277	VAN'S FIRE & SAFETY INC							
	I-4106972	VAN'S FIRE & SAFETY INC	R	2/20/2018		58.20CR	084625	58.20
6899	VANDEN BUSH, KEVIN							
	I-201802137962	VANDEN BUSH, KEVIN	R	2/20/2018		100.00CR	084626	100.00
7342	KEVIN VANDENBUSH							
	I-201802147975	KEVIN VANDENBUSH	R	2/20/2018		14.06CR	084627	14.06
5772	MELISSA VANDE WETTERING							
	I-201802137934	MELISSA VANDE WETTERING	R	2/20/2018		316.82CR	084628	316.82

Attachment: 2-21-18 VOUCHERS (6687 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7328	PAT VANRITE I-201802137963	PAT VANRITE	R	2/20/2018		100.00CR	084629	100.00
3707	VIKING ELECTRIC SUPPLY I-S001232096.002 I-S001232096.003 I-S001232096.004	VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY	R	2/20/2018 2/20/2018 2/20/2018		10.92CR 8.51CR 42.44CR	084630 084630 084630	 61.87
5539	VORPAHL FIRE & SAFETY CORP I-236341	VORPAHL FIRE & SAFETY CORP	R	2/20/2018		82.53CR	084631	82.53
2423	WAHPC I-201802137964	WAHPC	R	2/20/2018		40.00CR	084632	40.00
7697	MARCUS WEBSTER I-201802137965	MARCUS WEBSTER	R	2/20/2018		100.00CR	084633	100.00
7325	JESSE WEGNER I-201802137966	JESSE WEGNER	R	2/20/2018		100.00CR	084634	100.00
0426	WERNER ELECTRIC SUPPLY I-S5383541.001	WERNER ELECTRIC SUPPLY	R	2/20/2018		13.09CR	084635	13.09
2645	WI DEPT OF JUSTICE I-201802137967	WI DEPT OF JUSTICE	R	2/20/2018		56.00CR	084636	56.00
7527	WI DEPT OF JUSTICE I-455TIME-0000003523	WI DEPT OF JUSTICE	R	2/20/2018		768.00CR	084637	768.00
6469	WI DOCUMENT IMAGING I-22686	WI DOCUMENT IMAGING	R	2/20/2018		529.29CR	084638	529.29
0537	WI EMERGENCY MNGMT/SERB I-203929 I-204614 I-204617 I-204632 I-204635 I-204638 I-204640 I-204641	WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB	R	2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018 2/20/2018		485.00CR 205.00CR 205.00CR 205.00CR 205.00CR 205.00CR 205.00CR 205.00CR	084639 084639 084639 084639 084639 084639 084639 084639	 1,920.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7350	WI MEDIA							
	I-1228389	WI MEDIA	R	2/20/2018		849.58CR	084640	849.58
0514	WI POLICY FORUM							
	I-201802137968	WI POLICY FORUM	R	2/20/2018		135.00CR	084641	135.00

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	136	0.00	479,261.15	479,261.15
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	138	0.00	479,261.15	479,261.15

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 2-21-18 VOUCHERS (6687 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	2/2018	89,729.03CR
201	2/2018	16,767.89CR
208	2/2018	8.75CR
209	2/2018	11,400.00CR
293	2/2018	22,875.00CR
405	2/2018	262,557.92CR
415	2/2018	10,198.02CR
601	2/2018	60,103.00CR
650	2/2018	5,621.54CR
ALL		479,261.15CR

Attachment: 2-21-18 VOUCHERS (6687 : Voucher Approval.)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 21, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Consideration of the purchase of property for public purposes
(amendment).
