



Common Council

Regular Meeting

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

Agenda

Tuesday, February 20, 2024

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **February 20, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the February 6, 2024 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.
5. Presentation of Police Department Awards.
6. Recommendation from the Board of Park Commissioners to accept the low bid from Olsen Trailer and Body for a total of \$167,922 with the additional funding of \$72,922 being added to the Capital Project funding for replacing Truck 18. *This item was tabled at the February 6, 2024 Council meeting.*
7. Recommendation from Finance/Personnel Committee to amend the 2024 Capital Projects Budget to add Police leases.
8. Recommendation from Finance/Personnel Committee to approve request of Definitely De Pere to waive invoice #202307 related to the Tour De Pere special event in the amount of \$1,881.00.
9. Recommendation from the Board of Public Works supporting Village of Ashwaubenon grant application for trail extension on Main Avenue.
10. Recommendation from the Board of Public Works to approve moving forward on establishing new yard waste sites.

11. Recommendation from the Board of Public Works to maintain City owned lot at 360 Main Avenue for year-round public parking.
12. Recommendation from the Board of Public Works on award of Contract 24-03 Sewer Lining to Visu-Sewer, Inc. in the amount of \$350,274.00.
13. Recommendation from the Board of Public Works on Award of Contract 24-05 Sidewalk and Curb Repairs to Highway Landscapers, Inc. in the amount of \$290,990.
14. Recommendation from the Board of Public Works on Award of Contract 24-13 Crackfilling to Asphalt Seal and Repair, Inc. in the amount of \$121,800.
15. Recommendation from the License Committee on an application for a premises description change submitted by Oakleys (DBA Oakleys). Premises will change from 310 N. Wisconsin St. Suite C to 614 George St.
16. Recommendation from the License Committee on an application for change of agent for Walgreens, 150 S. Wisconsin St.
17. Resolution #24-06 Authorizing Agreement for Contractor Services Between the City of De Pere and ECS Midwest, LLC. (2024 Soil Borings).
18. Resolution #24-07 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking-Curb & Gutter and Sidewalk).
19. Resolution #24-08 Authorizing Agreement for Payment for Relocation and Replacement of Municipal Utility Facilities associated with I41 and Generations Boulevard Interchange.
20. Resolution #24-09 Authorizing Temporary Limited Easement Donation to Brown County for County Highway GV Project (Parcels WD-D0037-2 and WD-D0035-1).
21. Resolution #24-10 Approving Agreement between St. Norbert College and the City of De Pere regarding Garbage and Recycling Collection Services.
22. Resolution #24-11 Authorizing Extension of Consulting Services Agreement Between the City of De Pere and Robert E. Lee and Associates, Inc. (2024 Consulting Services).
23. Resolution #24-12 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2024 Construction Materials Testing).
24. Resolution #24-13 Approving 2023 General Fund Budget Amendment from Unassigned Reserves.
25. Resolution #24-14 De Pere Common Council Authorization or Delegation of Payment of Vouchers or Invoices.
26. Resolution #24-15 Approving Housing Stock Improvement Mortgage and Loan and Authorizing Disbursement of Loan to Jared Fink and Abbey Kleinert (120 South Ontario Street - Parcel ED-1097).
27. Resolution #24-16 Approving Housing Stock Improvement Mortgage and Loan and Authorizing Disbursement of Loan to Steven and Susan Karner (903 Jordan Road - Parcel ED-663-26).
28. Voucher approval.
29. Future agenda items.

30. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Eric Hunsader
Paula Sproat
Sophia Paul



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the February 6, 2024 Common Council meeting.

ATTACHMENTS:

- 2-6-24 Common Council Minutes_draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, February 6, 2024

7:30 PM

Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the January 16, 2024 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Quigley, Raasch
EXCUSED:	Shana Defnet Ledvina

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

None.

5. Recommendation from Plan Commission to approve an extraterritorial 1-lot and 1-outlot certified survey map at 3300 BLK Monroe RD in Ledgeview (Parcel D-423).

RESULT:	APPROVED SUBJECT TO STAFF RECOMMENDATIONS [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Devin Perock, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Quigley, Raasch
EXCUSED:	Shana Defnet Ledvina

6. Recommendation from the Board of Park Commissioners to accept Amerilux as the main sponsor for De Pere Beer Gardens.

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

7. Recommendation from the Board of Park Commissioners to accept \$1,750 sponsorship from Immel Construction Inc. for the June Beer Gardens.

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

8. Recommendation from the Board of Park Commissioners to accept a \$1,750 sponsorship from Durr Systems Inc. for July Beer Garden.

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

9. Recommendation from the Board of Park Commissioners to accept a \$1,750 Sponsorship from Tweet Garot Mechanical for August Beer Garden.

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

10. Recommendation from the Board of Park Commissioners to accept a \$1,500 donation from the De Pere Lions Club for children's entertainment at 2024 Beer Gardens.

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

11. Recommendation from the Board of Park Commissioners to accept donation proposal from De Pere Girls Softball Association for scoreboards.

Parks Director Marty Kosobucki confirmed that the City will be responsible for maintenance and repairs of the scoreboards. He noted that the Park Board will need to approve sponsors chosen for display; the board will look at developing a policy for this.

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

12. Recommendation from the Board of Park Commissioner to approve change order #6 for Nelson Pavilion.

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

13. Recommendation from the Board of Park Commissioners to accept the low bid from Olsen Trailer and Body for a total of \$167,922 with the additional funding of \$72,922 being added to the Capital Project funding for replacing Truck 18.

Alderperson Hansen moved, seconded by Alderperson Gantz to approve the Park Board's recommendation. Discussion followed regarding the price of purchasing a same-size truck; the size capacity of the proposed larger truck; the use of the current vehicle by other departments; and the trade-in value of the old truck. Parks Director Marty Kosobucki estimated that the cost could potentially increase 5-10% if the purchase is delayed a year. Maintenance Supervisor Tom Blohowiak reported that the current price quote is valid for a month. Council members agreed that they would like to review a quote for the same-size truck before making a decision.

RESULT:	TABLED [UNANIMOUS] Next: 2/20/2024 7:30 PM
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Quigley, Raasch
EXCUSED:	Shana Defnet Ledvina

14. Recommendation from the Board of Park Commissioners to approve tennis program fees adjustment.

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

15. Resolution #24-04 Authorizing Cooperative Service Agreement Between the City of De Pere and United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (Aerial Deer Survey).

Parks Director Marty Kosobucki reported that the village of Allouez is planning to do a similar study, but there would not be any cost benefits to do it jointly.

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

16. Resolution #24-05 Adopting City of De Pere Comprehensive Outdoor Recreation Plan (2024-2029).

Alderperson Hansen pointed out that Appendix C in the comprehensive plan includes a detailed list of proposed improvements for each park, and asked if staff could provide a checklist once or twice a year so that Council and the public can see what has been completed. Parks Director Marty Kosobucki stated that he expects the list to change frequently, but could see value in reporting on the status of the big items. City Administrator Larry Delo noted that tasks such as redoing trails, replacing a picnic table, or painting signs are considered maintenance. If the cost of a project is \$5,000 or more, it would be identified on the capital list. Director Kosobucki explained that the comprehensive plan is designed as a road map, and will not be amended when changes are made. Besides providing guidance, the comprehensive plan is necessary to obtain grants.

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

17. Voucher approval.

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

18. Future agenda items.

Alderperson Hansen requested a discussion on room tax and where the funds are going now that the Expo Center is finished. This request will go to the Finance-Personnel Committee.

19. Adjournment.

Aldersperson Carpenter moved, seconded by Aldersperson Perock to adjourn the meeting at 8:06 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: City Clerk

FROM: Ann Ledvina

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Presentation of Police Department Awards.

CSO Emberleigh Reed- De Pere Police Department Citation
Citizen Clint Malinski- Citizen Life Saving Award

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

MEETING DATE: February 20, 2024

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to accept the low bid from Olsen Trailer and Body for a total of \$167,922 with the additional funding of \$72,922 being added to the Capital Project funding for replacing Truck 18. *This item was tabled at the February 6, 2024 Council meeting.*

The Board of Park Commissioners, at the January 18, 2024 meeting, moved to approve the bid from Olsen Trailer and Body for a total of \$167,922, with the additional funding necessary of \$72,922 being added to the bonding schedule for Capital Projects to replace truck 18. The above motion passed with a 4-1 vote, with James Kneiszel voting Nay.

ATTACHMENTS:

- Memo.Truck 18.options (PDF)
- Council Memo.Truck 18 (PDF)
- Memo.Truck 18 (PDF)
- Copy of Bidders' Opening Document E24-05 (XLSX)

CITY OF DE PERE

MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki
 Date: February 20, 2024
 RE: Truck 18 Options

At the February 6 Council meeting staff was asked to go back and research other options related to replacing Truck 18. Staff met again with our Fleet Team to discuss and obtain more (and possibly) different information.

Below is a summary of options and supporting information.

Option #	Option	Cost	Notes
1	Replace Truck 18 with original proposal	\$167,000 w/trade	This would replace Truck 18 with a new and upsized truck matching specifications. (Key components are stainless steel bed, diesel engine, air ride seats and truck bed vibrator)
2	Replace Truck 18 with a like vehicle from state vendor	\$147,500 w/trade	This would replace Truck 18 with a same size vehicle. Estimate came from state vendor and includes all specifications and upgrades. (Key components are stainless steel bed, diesel engine, air ride seats, and truck bed vibrator)
3	Replace Truck 18 with like vehicle but use for Brine/Watering/Sewer flushing/Dock cleaning	\$95,000	This would turn over Truck 22 to the Park Department and Truck 18 to the DPW. This vehicle was found on a dealership lot in Michigan and would be a good fit for DPW's Brine and Water operations. Park Department would take over control of Truck 22 and look to replace in next 1-3 years. This option is contingent upon the truck still being available. Also, truck does not have air ride seats or stainless steel bed, and comes with

			a gas engine. All of which would be effective and efficient for the described uses.
4	Do not replace Truck 18 and budget appropriate funds in 2025 to fund specified truck	\$80-\$90K additional funds	Staff would use the current vehicles for an additional year and propose funding in 2025 for replacement vehicle according to specifications.

Supporting information:

- We conducted analysis of how much of a load Truck 18 and Truck 22 can carry.
 - o Using a target point of 80% vehicle capacity, Truck 18 is able to carry approximately 6.5 cubic yards of material, where Truck 22 is able to carry 11.8 cubic yards.
 - o We believe dumping with Truck 18 would occur about 40-50% more frequently than Truck 22, or about 1-2 additional truck dumps per day.
 - While its difficult to calculate the actual financial impact, we can make the assumption that each Truck dumping costs about \$160 - \$170/hour when factoring staff and equipment time.
 - Difficult to measure the amount of lost work time and efficiency.
 - o While both truck beds can actually carry close to the same amount of chips, Truck 18 is calculated to be less for a couple of reasons.
 - By putting close to 11 cubic yards of chips in Truck 18, this would push the truck to its 100% capacity and Gross Vehicle Weight. This causes a number of concerns with the main concern being strain on the truck. In addition, there are concerns related to being able to brake efficiently and safely as well as the vehicle being top-heavy.
- In speaking with our Arborists that use the chipper truck on a daily basis, they provided the additional following insight.
 - o Truck 18 when fully loaded would feel sluggish, top heavy and unstable to drive.
 - o A fully loaded Truck 18 also raised concerns with being able to brake quickly enough.
 - o When pressed with the question of replacing Truck 18 with a “like” vehicle or using Truck 22, both arborists indicated they would prefer to stick with Truck 22.
 - o A concern that both Truck 18 and 22 have is that both vehicles do not have Air Conditioning. While AC does not prevent or hinder our chipper operations, it does have an impact on staff comfortability and energy. In addition, it does have a negative impact on our cab as the windows are open causing a large amount of dust and debris into the cab.

Staff Recommendation:

In reviewing the information and options, I would recommend to council continuing with the original proposed option (Option #1). If the Council does not prefer this option, we would then recommend Option #3.

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Date: February 6, 2024

RE: Truck 18 replacement/Park Board Recommendation

The Board of Park Commissioners reviewed the situation involving the replacement of Truck 18. After careful discussion, the Park Board is recommending the acquisition of the Truck 18 and request the additional funding come from adding to the borrowing for 2024. In order to complete the acquisition, we would need to add \$72,922 to the City's borrowing for 2024.

Budget Summary:
2024 Approved Budget: \$95,000
Low Bid received: \$166,972

Additional considerations:

- The Park Board reviewed several options for consideration. The two most realistic options were to A) borrow additional money during the City's borrowing for 2024, or B) postpone the acquisition until 2025.
- Ultimately, the Park Board recommended the option of adding to the City's borrowing because of several factors:
 - o Acquisition would not impact the City's unassigned reserves,
 - o Park Department was under budget (-\$26,219) on several other vehicle/equipment purchases, and
 - o Would avoid paying a higher price for the next year.

CITY OF DE PERE MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki
 Date: January 18, 2024
 RE: Truck 18 replacement

In the 2024 Budget we were allocated \$95,000 to replace Truck 18. Staff obtained quotes on many pieces of equipment, and all were within range with exception for this vehicle. Truck 18 low bid came in \$72,922 over budget. (See included bid amounts.)

Because the lowest bid falls outside of our budgeted amount by a significant amount, we are requesting the Park Board review and recommend a direction. I have provided a detailed summary below along with background information.

Truck 18 Description— Truck 18 is currently a non-cdl dump truck. When the truck was purchased originally it was intended to provide flexibility in who was able to drive it. However, as more research was done it was uncovered that once our chipper is attached it now becomes a cdl required rig. Staff felt if the rig is needed to have a cdl to operate, then we should obtain a cdl vehicle which is larger and can hold more weight and wood chips. This allows for less dumping which ultimately means our staff is in the field more.

Truck 18 Condition – In speaking with Tom Blohowiak (Maintenance/Fleet Supervisor) he has indicated it is very likely we can maintain and keep Truck 18 running for another year. Right now, the work/task of Truck 18 has been shifted to the Street Department to be a water/brine truck. In return, the Park Dept is using their dump truck for chipping.

Various Factors - There are several factors to consider when deciding on which way to go. I will try to summarize below.

- Truck 18 condition – summarized above.
- Financial Impact – If we postpone the purchase of the vehicle till 2025, there will likely be a cost increase. What that will be is not possible to predict but assuming a 5-10% increase could be likely.
- Additional Funding – If the recommendation would be to pursue the acquisition of the vehicle the additional money needs to come from somewhere. In talking with our Finance Director there are two options:
 - o Bonding - Because the City has not bonded yet for 2024, the City Council could simply add this to the bonding schedule. In doing this, it would not impact unassigned reserves (the City's fund balance).
 - o Unassigned Reserves - The other option would be to request money from the City's unassigned reserves. In speaking with the Finance Director, she has indicated adding it

to the bonding schedule would be a better option and preferred over taking from the unassigned reserves.

- Current Park Equipment Projects/Bonding
 - o The Park Department currently has two other pieces of equipment in the works for acquisition (Stumper and Van #34 replacement). Between these two projects we are approximately \$16,000 under budget, which are scheduled to be bonded for.
 - o The Public Works Department has four pieces of equipment being purchased, of which are approximately \$58,000 under budget.

Options:

1. Approve vehicle purchase and low bid, recommend to City Council additional funding to come from adding to the bonding schedule for the Capital Projects.
2. Postpone purchase of vehicle till 2025 and request additional funding to complete purchase in 2025.
3. Approve vehicle purchase and low bid, recommend to City Council additional funding to come from unassigned reserves.

Staff Opinion:

When looking at all the factors, staff would not recommend option number 3. I do not believe it would be necessary to impact the City's financial reserves if in fact the truck can last another year, even though the acquisition of the replacement would cost a bit more the following year. If the City values the acquisition over the potential cost increase, then we would recommend pursuing the vehicle through adding the additional funds through the Capital Projects Fund and bonding. If the City values the impact to the bonding, then we would recommend postponing the project till 2025.

**CITY OF DE PERE - PUBLIC WORKS
EQUIPMENT PROPOSAL E24-05
ONE (1) 2024 OR CURRENT PRODUCTION YEAR 4X2 CHIPPER TRUCK
BIDDERS OPENING DOC**

[illegible]



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Finance Department

FROM: Pamela Manley

SUBJECT: Recommendation from Finance/Personnel Committee to amend the 2024 Capital Projects Budget to add Police leases.

This item was unanimously approved by the Finance/Personnel Committee at its meeting on February 13, 2024.

ATTACHMENTS:

- Capital Projects Budget Amendment Memo-2.13.24 (PDF)
- Capital Projects Budget Amendment-2.13.24 (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: February 13, 2024

RE: **Capital Projects Budget-Police Leases**

In reviewing the 2024 Capital Projects Budget it was realized that Year 2 of the Police Department's Admin vehicle lease (\$29,092.98) and Year 3 of their SUV's lease (\$81,153.52) were not included.

PD Admin Vehicles (2)

<u>Lease Payment Number</u>	<u>Type</u>	<u>Lease Payment Date</u>	<u>Total Asset Costs</u>	<u>Underwriting Fee</u>	<u>Lease Payment</u>
	Lease	2/24/2023	\$80,082.00		
	Fee	2/24/2023		\$545.00	
1	Payment	2/24/2023			\$29,092.98
2	Payment	2/24/2024			\$29,092.98
3	Payment	2/24/2025			\$29,092.98

PD SUV's (4)

<u>Lease Payment Number</u>	<u>Type</u>	<u>Lease Payment Date</u>	<u>Total Asset Costs</u>	<u>Underwriting Fee</u>	<u>Lease Payment</u>
	Lease	11/22/2022	\$225,744.50		
	Fee	11/22/2022		\$545.00	
1	Payment	11/22/2022			\$81,153.52
2	Payment	11/22/2023			\$81,153.52
3	Payment	11/22/2024			\$81,153.52

These leases were executed in 2022 and 2023 and were just missed in the 2024 Capital Projects Budget. I'm requesting to add these items to the Capital Projects Budget as part of our 10yr note borrowing this spring. The total addition is \$110,247.

Attached is the updated Capital Projects Budget with the requested additions highlighted in yellow. Please reach out to Chief Muraski or me with any questions you may have.

City of De Pere, Wisconsin														
Projects	Cost	Street Property Tax	10 Year Note	15 Year Bond	Bonds - TID	SA	Donations and Grants	Special Rev Fund	Storm Water Fund	Waste Water Fund	Water Utility	General Fund	Other	Deleted
General Government														
City Attorney - Office Chairs for Assistant City Attorney and Administrative Assistant	1,200											1,200		
Cable Access - Council Chambers Video Upgrade	30,000							30,000						
Elections - Replace Ballot Tabulator Machine	10,000											10,000		
IT - Replace Data Center Network Switches	10,000											10,000		
IT - Replace Phones and Phone System Infrastructure	60,000								9,000	9,000	9,000	33,000		
Sustainability Programming - Community Sustainability Initiatives	10,000													10,000
Finance - Consultant for RFP for ERP Replacement Software	60,000											60,000		
City Hall - Annual Maintenance	10,000											10,000		
City Hall - Replace 2nd floor City Hall Carpeting	100,000		100,000											
City Hall - Install HVAC Return Air Transfer Grates and Ductwork	10,800		10,800											
GIS - Drone Technology & FAA Registration	2,250								1,125			1,125		
GIS - SQL Server	8,970								4,485			4,485		
GIS - Replace GIS Desktop Computer	3,400											3,400		
GIS - Enterprise Licensing Agreement (ELA) Software Maintenance	30,141								10,047	10,047	10,047			
Total General Government	346,761	0	110,800	0	0	0	0	30,000	24,657	19,047	19,047	133,210	0	10,000
Public Safety														
Police - Replace Garage Furnace	6,000		6,000											
Police - Replace Rooftop HVAC Unit	14,000		14,000											
Police - Replace Patrol Officer Vehicles (4 SUV Hybrids)	174,401		174,401											
Police - Replace Administrative Vehicle	90,000		57,000											33,000
Police - Replace Rear Entry, Stairwell and Basement Flooring	20,000		20,000											
Police - Replace External Ballistic Rifle Vest Plates	24,500											24,500		
Police - Replace Honor Guard Uniforms	18,000											18,000		
Police - Replace Motorcycle	15,000		15,000											
Police - Replace K-9 Patrol Squad	62,000		62,000											
Police - Truck & Accessories for Community Service Officers	48,300		48,300											
Police - Year 3 Vehicle Lease Payment (4 Ford SUV Explorers)	81,154		81,154											
Police - Year 2 Vehicle Lease Payment (2 Administrative Vehicles)	29,093		29,093											
Fire - Replace PPE	50,000		50,000											
Fire - Portable and Mobile Radios	26,000		26,000											
Fire - Replace 2017 Ambulance	175,000		175,000											
Fire - Replace Mobile Data Terminals and Docking Stations (3)	11,000											11,000		
Fire - Replace Station #2 Furnace	57,500		57,500											
Fire - Replace Station #1 Roof Section 1	46,160													46,160
Fire - Purchase Rescue Boat	90,000													90,000
Fire - Station #2 Storage Building	150,000		150,000											
Building Inspection - Replace Truck	40,000		40,000											
Total Public Safety	1,228,108	0	1,005,448	0	0	0	0	0	0	0	0	53,500	0	169,160
Public Works														
Administration - Purchase Mail Folder/Inserter Machine	12,000								3,000	3,000	3,000	3,000		
Administration - Office Chairs (2)	1,200								300	300	300	300		
Engineering - Engineering Tech Staff Workstation Upgrades	65,000								16,250	16,250	16,250	16,250		
Engineering - Replace GPS Survey Equipment	40,000								10,000	10,000	10,000	10,000		
Engineering - Office for New Staff Engineer	20,000								5,000	5,000	5,000	5,000		
Engineering - Vehicle for New Staff Engineer	40,000		10,000						10,000	10,000	10,000			
Engineering - Replace Surface Pro Computer	2,000								500	500	500	500		
MSC - Install New Undercarriage Wash System	45,000		24,750						6,750	6,750	6,750			
MSC - Replace Equipment Pressure Washer	25,000		13,750						3,750	3,750	3,750			
MSC - Replace Backup Generator Transfer Switch	10,000								1,500	1,500	1,500	5,500		
MSC - Replace Building Alarm System	25,000								3,750	3,750	3,750	13,750		
Building Maintenance - Trailer for Scissors Lift	17,000		17,000											

City of De Pere, Wisconsin														
Projects	Cost	Street Property Tax	10 Year Note	15 Year Bond	Bonds - TID	SA	Donations and Grants	Special Rev Fund	Storm Water Fund	Waste Water Fund	Water Utility	General Fund	Other	Deleted
Building Maintenance - Replace Truck #64	260,753		260,753											
Fleet Maintenance - New Tools and Toolbox for New Lead Mechanic	32,000								16,000	4,800	4,800	6,400		
Fleet Maintenance - Upgrade and Replace Radio System	100,000								50,000	15,000	15,000	20,000		
Fleet Maintenance - Replace Equipment Exhaust Fans	7,000								3,500	1,050	1,050	1,400		
Fleet Maintenance - Replace Air Condition Refrigerant Equipment	8,000								4,000	1,200	1,200	1,600		
Fleet Maintenance - Replace 2001 Forklift	50,000		35,000							7,500	7,500			
Fleet Maintenance - New Arrow Boards (2)	8,000								4,000	1,200	1,200	1,600		
Fleet Maintenance - Purchase and Install Automated Vehicle Locating (AVL) Hardware	15,000								7,500	2,250	2,250	3,000		
Fleet Maintenance - Replace Heavy Duty Scanner	3,500								1,750	525	525	700		
Fleet Maintenance - Replace Bench Grinder	2,500								1,250	375	375	500		
Fleet Maintenance - Replace Misc Tools	1,700								850	255	255	340		
Snow & Ice - Replace Salt Brine Equipment	150,000		150,000											
Snow & Ice - Replace Truck #51	80,000		80,000											
Street Maintenance - Mastic Patcher	125,000		125,000											
Traffic Signs & Markings - Replace Traffic Control Devices	12,000											12,000		
Street Lighting - Replace Decorative and Regular Street Light Poles and Fixtures	50,000		50,000											
Traffic Lights - Repair of Traffic Signal Controls at Merrill and Broadway	40,000		40,000											
Brush Collection - Replace Brush Chipper #111	100,000		100,000											
Garbage/Refuse Collection - Replace Garbage Truck #88	350,000		350,000											
Recycling - Mission Square Parking Lot Dumpster Enclosure	70,000		70,000											
Water - Merrill Street Tower Inspection	5,000										5,000			
Water - Matthew Tower Inspection	5,000										5,000			
Water - 9th Street Reservoir Inspection	5,000										5,000			
Water - 9th Street Reservoir Repairs	40,000										40,000			
Water - Scheuring Road Reservoir Clean and Overcoat	30,000										30,000			
Water - Leak Detection Equipment	25,000										25,000			
Planning - Southbridge Interchange Segment 4	80,960		80,960											
Planning - Southbridge Interchange Segment 5	216,300		216,300											
Planning - TID 7 Parking Utility Creation	45,000				45,000									
Planning - TID 7 Development Rebate	300,000				300,000									
Planning - TID 7 Façade Grant Program	60,000				60,000									
Planning - TID 9 Parking Utility Creation	45,000				45,000									
Planning - TID 9 Development Rebate	300,000				300,000									
Planning - TID 9 Façade Grant Program	60,000				60,000									
Planning - TID 10 Whitebox Designs	50,000				50,000									
Planning - TID 10 Development Rebate	200,000				200,000									
Planning - TID 11 Southbridge Interchange Segment 2	50,000				50,000									
Planning - TID 11 Southbridge Interchange Segment 3	194,000				194,000									
Planning - TID 11 West Industrial Park Railroad Spur Inspection & Maintenance	15,000				15,000									
Planning - TID 11 Development Rebate	350,000				350,000									
Planning - TID 12 American Boulevard Extension	1,879,700				1,879,700									
Planning - TID 12 American Boulevard Extension (Garroman Drive)	204,000				204,000									
Planning - TID 12 Southbridge Interchange Segment 2	150,000				150,000									
Planning - TID 12 West Industrial Park Railroad Spur Inspection & Maintenance	22,500				22,500									
Planning - TID 12 Development Rebate	300,000				300,000									
Planning - TID 13 Development Rebate	300,000				300,000									
Planning - TID 14 Development Rebate	300,000				300,000									
Planning - TID 15 Development Rebate	500,000				500,000									
Planning - TID 17 Southbridge Interchange Segment 3	206,000				206,000									
Planning - TID 17 Southbridge Interchange Segment 4	121,440				121,440									
Planning - TID 17 Development Rebate	500,000				500,000									
Planning - New TID Parking Utility Creation	80,000				80,000									
Total Public Works	8,407,553	0	1,623,513	0	6,232,640	0	0	0	149,650	94,955	204,955	101,840	0	0

City of De Pere, Wisconsin														
Projects	Cost	Street Property Tax	10 Year Note	15 Year Bond	Bonds - TID	SA	Donations and Grants	Special Rev Fund	Storm Water Fund	Waste Water Fund	Water Utility	General Fund	Other	Deleted
Parks & Recreation														
Community Center - Facility Improvements/Upgrades & Repairs	15,000											15,000		
Community Center - Replace Return Air Fan for Air Handler Unit	12,000		12,000											
Community Center - Replace Concrete Tables & Seating on Patios	25,000		12,500				12,500							
Community Center - Dumpster Enclosure	30,000		30,000											
Community Center - Replace Lighting with LED Lighting	30,000		30,000											
Park and Rec Administration - De Pere Ice Arena Condition Analysis	20,000													20,000
Parks & Public Lands - Nelson Family Pavillion Construction	1,636,989												1,636,989	
Parks & Public Lands - ADA Sidewalk & Hard Surface Replacement Program	25,000		25,000											
Parks & Public Lands - Crackfilling and Sealcoating Program	30,000											30,000		
Parks & Public Lands - Optimist Park Upgrades	60,000		60,000											
Parks & Public Lands - VFW Park Basketball Court Resurfacing	30,000		30,000											
Parks & Public Lands - Kiwanis Park Water Line Installation	30,000		30,000											
Parks & Public Lands - Legion Open Shelter Roof Replacement	10,000													10,000
Parks & Public Lands - Braisher Park Shelter Roof Replacement	10,000													10,000
Parks & Public Lands - Kelly Danen Park Playground Fence Installation	5,000		5,000											
Parks & Public Lands - VFW Park Octagon Building Repair	10,000													10,000
Parks & Public Lands - Riverwalk Updates and Repairs	50,000												50,000	
Parks & Public Lands - Optimist Scoreboard Replacement	11,250		11,250											
Parks & Public Lands - Kelly Danen Scoreboard Replacement (2)	22,500		22,500											
Parks & Public Lands - VFW Scoreboard Replacement	11,250		11,250											
Parks & Public Lands - Willems Park Playground Replacement	80,000		80,000											
Parks & Public Lands - Rainbow Park Playground Replacement	135,000													135,000
Parks & Public Lands - Knox Box Installation	3,500											3,500		
Parks & Public Lands - Sand Volleyball Pit Renovation	6,900													6,900
Parks & Public Lands - De Pere Ice Arena Ceiling Insulation Replacement	50,000													50,000
Parks & Public Lands - Wilson Park Phase I Development	150,000													150,000
Parks & Public Lands - LED Light Replacement Program	15,000		15,000											
Parks & Public Lands - Jim Martin Park Parking Lot Extension	105,000													105,000
Parks & Public Lands - Kayak/Canoe Launch at Voyageur	50,000		25,563				20,437					4,000		
Boat Ramps - Perkofski Boat Launch Dock Extension	21,000		10,000				7,500						3,500	
Parks Equip/Veh Maintenance - Utility Vehicle Replacement (Additional Funding)	60,000		35,000											25,000
Parks Equip/Veh Maintenance - Stump Grinder Replacement	120,000		85,000											35,000
Parks Equip/Veh Maintenance - Dump Truck #18 Replacement	95,000		95,000											
Parks Equip/Veh Maintenance - Van #34 Replacement	60,000		60,000											
Parks Equip/Veh Maintenance - Single Unit Trailer Replacement	5,000		5,000											
Parks Equip/Veh Maintenance - John Deere Tractor Loader Frame Replacement	8,000		8,000											
Swimming Pools - Replace Pool Vacuum	13,600											13,600		
Total Parks & Recreation	3,051,989	0	698,063	0	0	0	40,437	0	0	0	0	66,100	1,690,489	556,900
Street Management														
Crackfilling/Patching - Various	260,000		260,000											
Resurfacing-Variou	941,276	941,276												
Sidewalks	237,400		115,000			122,400								
Concrete Street Rehabilitation	470,000		470,000											
Pulverize and Pave	350,000		350,000											
2024 Lawrence Drive Reconstruction Design	3,048,950		726,210				2,322,740							
Main Avenue and Reid Street Pavement Replacement Design	500,000		125,000										375,000	
Broadway Pavement Resurface	78,200		19,550										58,650	
Alley Reconstruction	190,000		190,000											
Total Street Management	6,075,826	941,276	2,255,760	0	0	122,400	2,322,740	0	0	0	0	0	433,650	0
Sanitary Sewer														
Televising/ Repair	710,000									710,000				

City of De Pere, Wisconsin														
Projects	Cost	Street Property Tax	10 Year Note	15 Year Bond	Bonds - TID	SA	Donations and Grants	Special Rev Fund	Storm Water Fund	Waste Water Fund	Water Utility	General Fund	Other	Deleted
Sewer Lining and Repair	266,000									266,000				
Sewer Lining Easements and Alleys	160,000									160,000				
Manhole Rehabilitation and Pipe Joint Repair	90,000									90,000				
Replace Sewer Camera Equipment	85,000									85,000				
Total Sanitary Sewer	1,311,000	0	0	0	0	0	0	0	0	1,311,000	0	0	0	0
Utility and Street Extensions														
Waterview Heights 6th Addition														
Total Utility and Street Extensions	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Water Utility														
Water Main Relay - Misc	1,230,000										1,230,000			
Total Water Utility	1,230,000	0	0	0	0	0	0	0	0	0	1,230,000	0	0	0
Storm Water Utility														
Storm Sewer Televising	60,000								60,000					
Storm Sewer Repair & Replacement	955,000								955,000					
Swale Restoration	75,000								75,000					
Box Culvert Repairs	195,600								195,600					
Total Storm Water Utility	1,285,600	0	0	0	0	0	0	0	1,285,600	0	0	0	0	0
TOTALS - CAPITAL PROJECTS	\$ 22,936,837	\$ 941,276	\$ 5,693,584	\$ 0	\$ 6,232,640	\$ 122,400	\$ 2,363,177	\$ 30,000	\$ 1,459,907	\$ 1,425,002	\$ 1,454,002	\$ 354,650	\$ 2,124,139	\$ 736,060

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

MEETING DATE: February 20, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Recommendation from Finance/Personnel Committee to approve request of Definitely De Pere to waive invoice #202307 related to the Tour De Pere special event in the amount of \$1,881.00.

On February 13, 2024, the Finance/Personnel Committee approved the request of Definitely De Pere to waive Invoice #202307 in the amount of \$1,881.00 related to the Tour De Pere.

ATTACHMENTS:

- Fee Waiver PD Letter (PDF)
- Final Invoice (PDF)



February 9, 2024

RE: Request to waive DPW fees for downtown events

Dear Finance Committee:

On behalf of Definitely De Pere, I respectfully request that the fees charged for police services at Tour De Pere be waived. These services took place during the event on June 19, 2023. The total cost billed was \$1,881 (with the 50% exempt discount).

Definitely De Pere partnered with the City of De Pere to become a host community of the largest competitive road cycling series in the U.S., an event that is recognized internationally. Tour De Pere drew 500 professional and amateur racers from more than 40 states and 15 countries. Thousand of spectators attended in its inaugural year.

We had budgeted for the event to break even, but due to unexpected costs related to road closures and detour outside of De Pere's jurisdiction we incurred an addition \$7,000 in expenses. Our final profit/loss of the event was -\$4,329.53. We are committed to making this an annual event, and have addressed a plan to correct the financial issues moving forward.

Thank you for your consideration and for helping us create vibrancy in downtown De Pere!
Sincerely,

Tina Quigley

Tina Quigley
Executive Director

335 S BROADWAY ST
DE PERE, WI 54115-2526
PHONE (920)339-4050

TINA QUIGLEY
DEFINITELY DE PERE
117 N WISCONSIN ST STE 20
DE PERE WI 54115

CUSTOMER#: SE-0031
INVOICE#: 202307204113
INVOICE DATE: 7/20/2023
DUE DATE: 8/19/2023
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
POLICE SERVICE TOUR DE PERE	0.00		0.00	3,420.00
ADMINISTRATIVE FEES TOUR DP	0.00		0.00	342.00
50% - -501c3 DISCOUNT	0.00		0.00	1,710.00-
50% - 501c3 Discount Admin fee	0.00		0.00	171.00-

TINA QUIGLEY
DEFINITELY DE PERE

SE-0031

INVOICE#: 202307204113

TOTAL DUE : \$ 1,881.00

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU

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

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works supporting Village of Ashwaubenon grant application for trail extension on Main Avenue.

The Board of Public Works at the February 12, 2024 meeting approved supporting Village of Ashwaubenon grant application for trail extension on Main Avenue and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The Village of Ashwaubenon is planning on extending their existing trail from Ridge Road going eastward to tie into the existing sidewalk that exists at the roundabout at Mid-Valley Road and Main Avenue. The Village would like to apply for a grant to fund this project. The Village is requesting the City team up with them in applying for the grant (see attached email). At this time there is no financial commitment by the City. If the Village is successful in obtaining a grant, then the City at a later date would need to commit to funding a share of the project along with future maintenance once it is constructed. At this time, staff recommends working with the Village in trying to secure grant funding to construct this trail.

ATTACHMENTS:

- Village of Ashwaubenon Trail Extension 2-6-2024 (PDF)

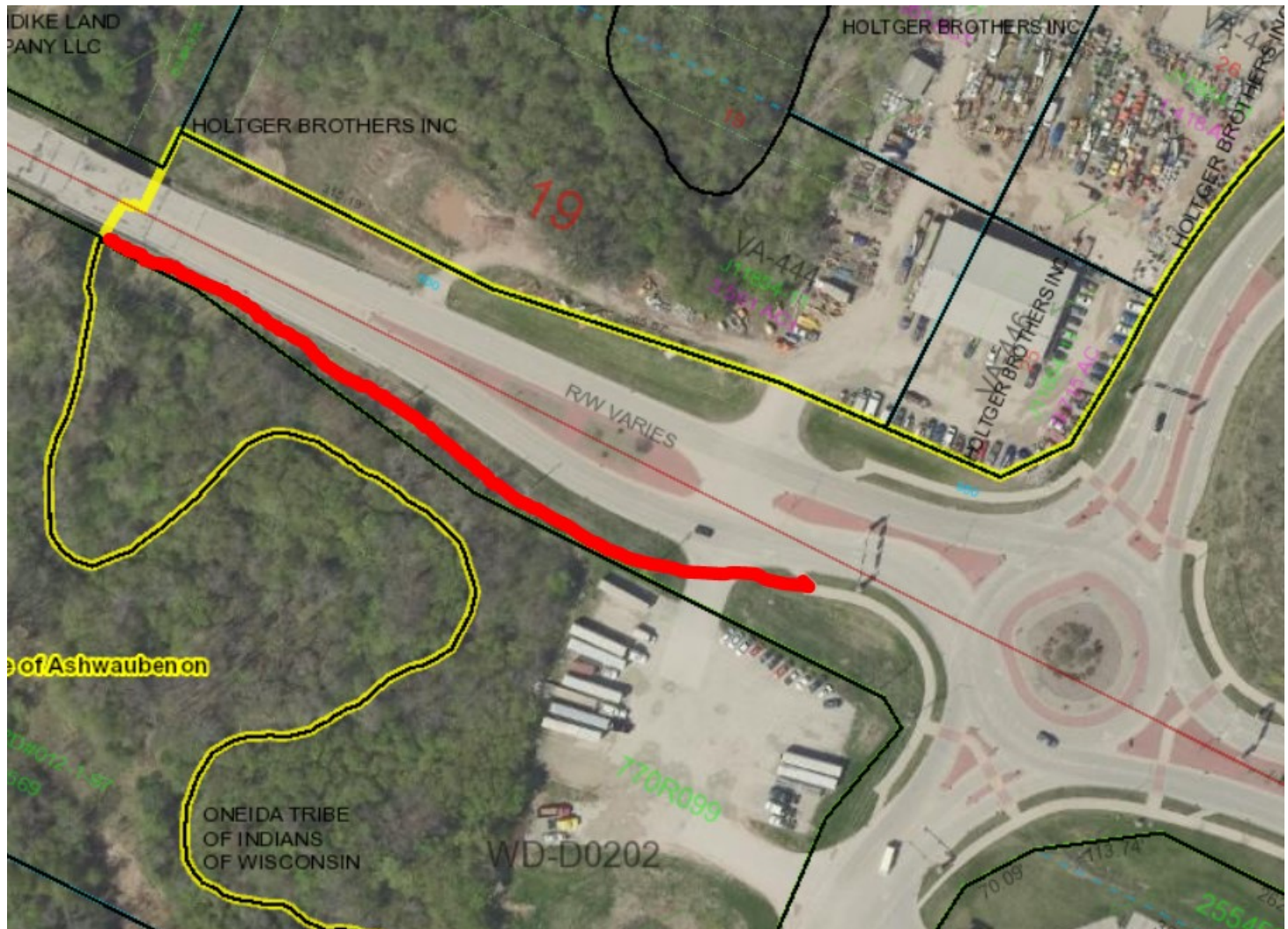
Scott Thoresen

From: Brian Rickert <brickert@ashwaubenon.gov>
Sent: Friday, January 12, 2024 3:34 PM
To: Scott Thoresen
Cc: Eric Rakers; Steve Birr
Subject: Main Ave Sidewalk/Trail Extension

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,

The Village of Ashwaubenon is in the very initial stages of planning for the extension of the existing trail on the south side of Main Ave (CTH GF). The trail current starts at the western Village limits and stops at Ridge Road, we are looking to extend this accommodation and tie it into sidewalk that currently exists at the roundabout at Mid-Valley and Main Ave. With that the sidewalk will cross into City of De Pere which is shown below in red:



At this time, we do not have schedule for construction but would like to look to apply for TAP grant funding. Is this something that the City of De Pere would be interested in teaming together with Ashwaubenon?

Look forward to hearing from you!



Brian Rickert, P.E.

Director of Public Works

Village of Ashwaubenon
2155 Holmgren Way
Ashwaubenon, WI 54304

P: (920) 492.2310

E: brickert@ashwaubenon.gov

[Website](#) | [Twitter](#) | [Facebook](#) | [YouTube](#)

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve moving forward on establishing new yard waste sites.

The Board of Public Works at the February 12, 2024 meeting approved moving forward on establishing two new satellite Yard Waste Sites and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Consider Possible Yard Waste Sites 02-6-2024 (PDF)
- Discuss Relocation of City's Compost Facility 11-2-2021 (PDF)
- 2021-11-08 Board of Public Works - Full Minutes-2328 (PDF)
- Compost Site Survey Result (PDF)
- Location Map - General Yard Waste Sites (PDF)
- East Yard Waste Site - Detail Map (PDF)
- West Yard Waste Site -Detail Map (PDF)
- Location and Service Area Map - East Yard Waste Site(PDF)
- Location and Service Area Map - West Yard Waste Site (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: February 7, 2024
RE: Consider and Possible Action Regarding New Yard Waste Sites*

The BOPW last discussed the relocation of the City's existing compost facility at the November 8, 2021 meeting. (See attached staff memo and meeting minutes). At this meeting the key takeaways were:

- Community survey on the use of the compost facility
- Look at having two sites
- Collaboration with the Town of Lawrence and Ledgeview

In 2022 the City did a community survey. The final survey was presented to the City Council at the September 6, 2022 Council meeting. In this survey the following question was asked: "The City of De Pere is in the process of selecting a new location for compost services. How far would you be willing to drive to a compost site?" The results of this question (see attached) 60% of respondents would be willing to drive up to 10 minutes to a compost site with 28% willing to drive up to 11 to 15 minutes.

Over the past year, staff has been looking for potential properties to relocate the compost facility that would keep the driving distance within the acceptable range the survey results showed as well as some of concepts the BOPW discussed previously as mentioned above. At the same time, staff took into consideration the possibility of collaborating with the Town of Lawrence and Town of Ledgeview in sharing the yard waste sites. In doing so, staff has come up with two (2) sites for the BOPW to consider (See attached maps). These sites are smaller than the existing compost facility so would need to be used only for "yard waste" sites with no intent of providing compost in the future. These properties are currently owned by the City so the City would not need to purchase property. The locations would benefit the City's residence on the west side because they would no longer need to drive to the east side to use the existing facility. In addition, the City could pursue working with the Town of Lawrence in having a joint site similarly as the City currently has with the Town of Ledgeview. Staff also put maps together showing the drive times for each site (see attached maps)

The intent of this discussion is to determine if the BOPW wants staff to pursue the sites mentioned above. If the BOPW and Council approve moving forward with these sites, the following would be the next steps:

- 2024 contact the DNR to determine if they would permit the yard waste sites.
- 2025 hire a consultant to design and prepare plans to construct the new yard waste sites.
- 2026 bid and construct the new yard waste sites.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works
Date: November 2, 2021
Subject: Discuss Relocation of City's Compost Facility

As previously discussed, the City currently has a compost facility off of Rockland Road. This facility primarily accepts yard waste and brush from residents of the City as well as the Town of Ledgeview. The Town of Ledgeview shares in the operational costs of this facility. This facility needs to be relocated to another site because of the future development of the YMCA. A feasibility study was done on the Village of Allouez's existing yard waste facility located on Le Brun Street. The feasibility study showed the existing Allouez site could accommodate a joint use yard waste site for Allouez, De Pere, and Ledgeview. However, the Village of Allouez Board voted not to move forward in joint operations due to the opposition of residents in the vicinity of the yard waste site.

It is the intent of this discussion to have the BOPW provide staff direction as to where they potentially would like to see the compost facility relocated to. The following items are some things the BOPW may want to consider:

- Does compost facility need to be within the City?
- If the compost facility does not need to be within the City, how far outside the City does the BOPW want to consider for possible sites?
- If the City wants to continue the collaboration with the Town of Ledgeview, are possible sites acceptable to be with in the Town of Ledgeview?
- If the facility is relocated to the west side of the river, it is most likely the Town of Ledgeview will no longer want to collaborate in joint operations.
- No matter where the compost facility is relocated to, there will most likely be concerns and opposition.



Board of Public Works

Regular Meeting

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

Final Minutes

Monday, November 8, 2021

7:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor James Boyd

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Present	
Dan Carpenter	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Dean Raasch	Aldersperson	Excused	

Others present:

Scott Thoresen, Public Works Director

Eric Rakers, City Engineer

Betty Sellenheim, Recording Secretary

Tony Fietzer, Street Superintendent (Remote)

Dean Haen, Director - Brown County Port & Resource Recovery

II. Public Comment Period

None

III. Items

1. Approval of the Board of Public Works October 11, 2021 Meeting Minutes

Aldersperson Carpenter moved to approve the Board of Public Works October 11, 2021 Meeting Minutes, seconded by Aldersperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Shana Defnet Ledvina, Aldersperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina
EXCUSED:	Dean Raasch

2. Consideration and possible action on Brown County Solid Waste Agreement*

Scott Thoresen, Public Works Director, provided an introduction of the topic.

Dean Haen, Director of Port & Resource Recovery, presented to the Board regarding the new Solid Waste Agreement, South Landfill Facility, and Tri-County Partnership.

Mayor Boyd asked the consequences of a municipality not partnering and accepting the agreement. Mr. Haen stated that municipality would be responsible for their own disposal of solid waste in either Manitowoc County or Calumet County through private disposal companies Waste Management and GFL respectively. Mr. Haen further explained the history of the tri-county partnership. Aldersperson Carpenter asked where the onus lies for the next landfill facility. Mr. Haen explained the timeline for establishing a new facility.

Alderson Carpenter moved to approve the Brown County Solid Waste Agreement, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	Shana Defnet Ledvina, Alderson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina
EXCUSED:	Dean Raasch

3. Consideration and possible action on Ninth Street Interceptor Agreement between the City of De Pere and Green Bay Metropolitan Sewerage District*

Eric Rakers, City Engineer, explained the Ninth Street Interceptor function and Agreement. Mr. Rakers explained that the City will construct the extension as part of the American Boulevard Utility Extension, invoice the total amount to Green Bay Metropolitan Sewerage District (GBMSD), and be invoiced back the City allocated capacity. The sewer will be owned and maintained by GBMSD. The project will be funded by TID.

Mayor Boyd moved to approve the Ninth Street Interceptor Agreement between Green Bay Metropolitan Sewerage District and City of De Pere with funding being provided through TID, seconded by Alderson Hansen. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Jonathon Hansen, Alderson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina
EXCUSED:	Dean Raasch

4. Consideration and possible action on five year agreement for snow removal services for Nicolet Art Alley

Tony Fietzer, Street Superintendent, outlined the history and process staff used to solicit quotes for snow removal services for Nicolet Art Alley and requested an extension for five years with Curb N' Décor, who has been performing the snow removal the past two seasons.

Alderson Hansen clarified that the service will not come back from consideration for five years. Mayor Boyd stated that was correct.

Alderson Carpenter moved to approve a five year agreement for snow removal services for Nicolet Art Alley, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina
EXCUSED:	Dean Raasch

5. Consideration and possible action on State – Municipal Agreement for STH 32*

Scott Thoresen, Public Works Director, explained the State-Municipal Agreement, anticipated improvements for State Highway 32 (Main Ave and Reid Street), City estimated cost, and tentative timeline. Mr. Thoresen explained improvements that would not be funded by the state and therefore fall completely on the City to fund or obtain grants. Mr. Thoresen explained that once the agreement was approved and returned to the state, design work would begin to determine the full extent of the improvements.

Mayor Boyd asked to clarify the costs listed in the agreement. Mr. Thoresen explained the City portion will increase to cover the cost of improvements in the parking sections on Main and Reid along with additional work between curb and buildings not covered by the state. Alderperson Hansen asked about utility improvements. Mr. Thoresen stated that water and sewer improvements would be at the cost of the City, storm sewer improvements would be partially funded by the state, and electric services (for standard street lighting) would be funded by state. Alderperson Hansen asked for further clarification regarding the costs to the City. Mr. Thoresen explained there would likely be future revised agreements outlining City costs that would include 25% of engineering/design services along with city-funded portions of the project as the scope changes. Alderperson Hansen asked the difference between resurfacing and reconstructing. Mr. Thoresen outlined the main differences. Alderperson Carpenter addressed the amount of parking on Main Ave and Reid Street the City would need to cover and the cost associated with it. Mr. Thoresen agreed and added if the project becomes a full reconstruction from building to building; the City could be looking at costs between \$3 million and \$4 million. Alderperson Carpenter explained he was just speaking as a resurface but transparency about the cost for funding the City portions, not including City funded utilities. Mr. Thoresen agreed it would be +\$1 million. Eric Rakers, City Engineer, explained the utilities the City would plan to replace. Mayor Boyd asked who would be responsible for finding grant funding. Mr. Thoresen explained the City Engineer is constantly looking for grants for construction projects and being a state project, there may be Federal funds that become available. Alderperson Ledvina asked about the timeline. Mr. Thoresen explained design work would start in 2022 with tentative construction in 2028.

Mayor Boyd moved to approve State-Municipal Agreement for State Highway 32, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Jonathon Hansen, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina
EXCUSED:	Dean Raasch

6. Consideration and possible action on fill storage

Eric Rakers, City Engineer, outlined the potential berm created through storage of fill from American Boulevard pond construction as part of the American Boulevard Utility and Street Extension project in 2022. Mr. Rakers explained the potential use of the fill as part of Southern Bridge, creating a cost savings for the City. Mr. Rakers explained staff's recommendation for a storage location and potential future use for the Southern Bridge or other City projects and asked the Board for direction on notification to residents in the area.

Mayor Boyd was optimistic about the saving of fill for future use. Alderperson Carpenter verified with staff the land use of parcels in the area and stated his preference to notify residents. Mr. Rakers agreed with the land uses as described and outlined a few key areas on the map. Alderpersons Ledvina and Hansen stated their preference to notify residents.

Mayor Boyd moved to approve the storage of fill from American Boulevard pond construction and notify residents under option #2, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina
EXCUSED:	Dean Raasch

7. Consideration and possible action on implementing online bidding platform through QuestCDN

Eric Rakers, City Engineer, outlined the use of QuestCDN for bidding City projects since 2011 and staff's request to begin accepting bids online through QuestCDN.

Alderperson Carpenter asked about publicly viewable plan holders lists. Mr. Rakers stated it would be visible and has always been and the bid tab will show who bid on the project. Alderperson Hansen asked whether the fees were set by QuestCDN. Mr. Rakers agreed they were and they retain the fees.

Alderperson Carpenter moved to approve implementing online bidding platform through QuestCDN utilizing contractor payment option #2, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina
EXCUSED:	Dean Raasch

8. Discuss Relocation of City's Compost Facility

Scott Thoresen, Public Works Director, introduced the topic and explained the recent history including the feasibility study and subsequent denial of a joint facility with Allouez. Mr. Thoresen laid out a few questions to start a discussion for moving forward.

Mayor Boyd suggested adding questions to the City survey regarding the compost facility. Alderperson Carpenter asked questions to clarify the potential option of using City of Green Bay sites and requested additional information or further discussion about the denial of the joint facility with Allouez. Mr. Thoresen explained the situation and denial regarding the joint facility and stated that it was no longer an option for the City. Mr. Thoresen stated the feasibility study did bring to light some issues at the Allouez site that they can work to rectify. Alderperson Ledvina asked if staff has reached out to Town of Lawrence regarding a collaborative compost site. Alderperson Carpenter explained that Lawrence currently has a farmer that accepts their compost material, but the site is being developed shortly and will no longer be available and they accept brush by their

Town Hall. Alderperson Ledvina suggested having two locations where the west side of De Pere partners with Lawrence and the east side of De Pere could partner with Ledgeview or reapproach the subject with Allouez. Mr. Thoresen agreed with the information provided by Alderperson Carpenter and stated that staff has been in communications with Lawrence Public Works Department. Mr. Thoresen also informed the Board to consider that if there are two sites to maintain, the cost will significantly increase annually. Alderperson Hansen asked if staff has looked at partnering with Town of Rockland. Mr. Thoresen stated there has been a history of lack of interest from Rockland regarding partnerships. Alderperson Hansen asked about purchasing property south of the current site. Mr. Thoresen explained there were many potential options for purchasing property and also a few city-owned parcels that could work including one off Richco Road. Mr. Thoresen asked how far Board Members thought residents would want to drive to create a search for vacant parcels. Mr. Thoresen mentioned there would be out-cry regarding the use of the Richco Road site as a compost facility. Alderperson Ledvina asked who would be upset by that use. Mr. Thoresen stated the residential area to the north and potentially the industrial users. Alderperson Carpenter suggested the distance circumference for available sites should be the distance from center of De Pere to the Green Bay sites, as the Board felt that would be the last choice option for distance (to combine with GreenBay). Alderperson Ledvina suggested combining with Green Bay but offering more curbside collections to the residents. Mr. Thoresen explained the history of curbside collections in the City. Alderperson Carpenter explained his disinterest in turning usable land into a compost facility and expressed interest in the Richco Road site. Mr. Thoresen added that vacant land can run \$40-\$50,000 an acre. Mr. Thoresen mentioned the Town of Ledgeview may be interested in the future to partner with the City for use of the Rubbish Drop-off Site on Sixth Street. Mr. Thoresen added that he has two potential sites in mind-the Richco Road site and a combined site by Scray Hill with Town of Ledgeview. Mr. Thoresen, Mayor Boyd, and Alderperson Ledvina suggested including questions on the City survey to better understand how the City residents use the current compost facility. Alderperson Ledvina asked how much notice the YMCA was required to give the City to vacate the parcel. Mr. Thoresen and Mayor Boyd did not know the exact amount of time but stated it was not much. Mr. Thoresen added the Richco Road site will be close to Southern Bridge once developed and added that staff knows the work that it will take to get that site ready for use. Eric Rakers, City Engineer, clarified that the Richco Road site could be used for industrial use but contains contaminated material under a cap. Mayor Boyd requested staff continue discussions and start formulating questions to be included in the City survey if approved in the budget. Mr. Thoresen stated he would schedule a discussion at Board regarding City survey questions for first quarter 2022.

RESULT:	DISCUSSED
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IV. Future Agenda Items

None

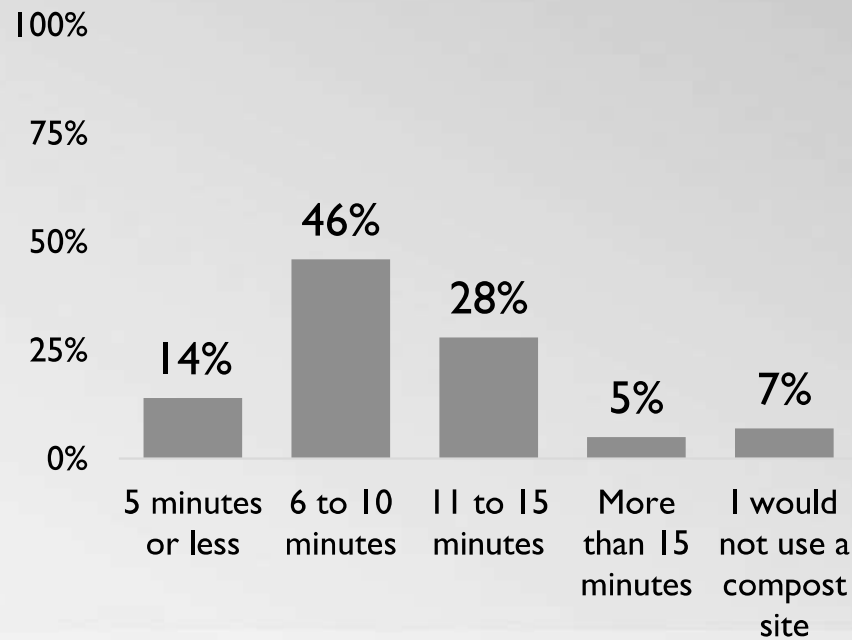
V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:50 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

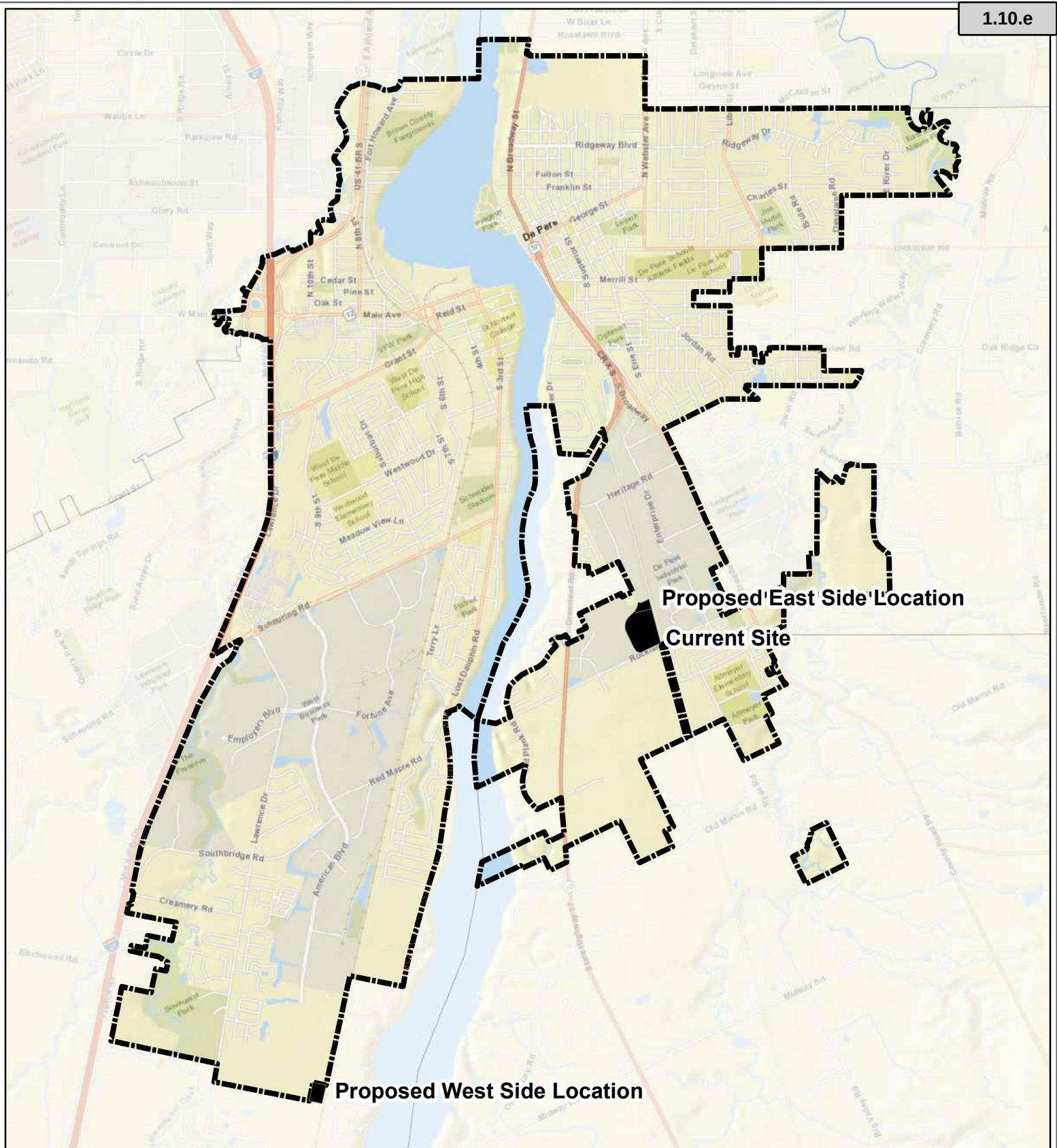
Respectfully submitted,
Betty Sellenheim

NEW COMPOST SERVICES DRIVE TIME

The City of De Pere is in the process of selecting a new location for compost services. How far would you be willing to drive to a compost site?



- 60% of respondents would be willing to drive up to 10 minutes to a compost site, with 46% willing to drive 6 to 10 minutes.
- 28% would be willing to drive 11 to 15 minutes and only 5% would be willing to drive more than 15 minutes; 7% said they would not use a compost site.



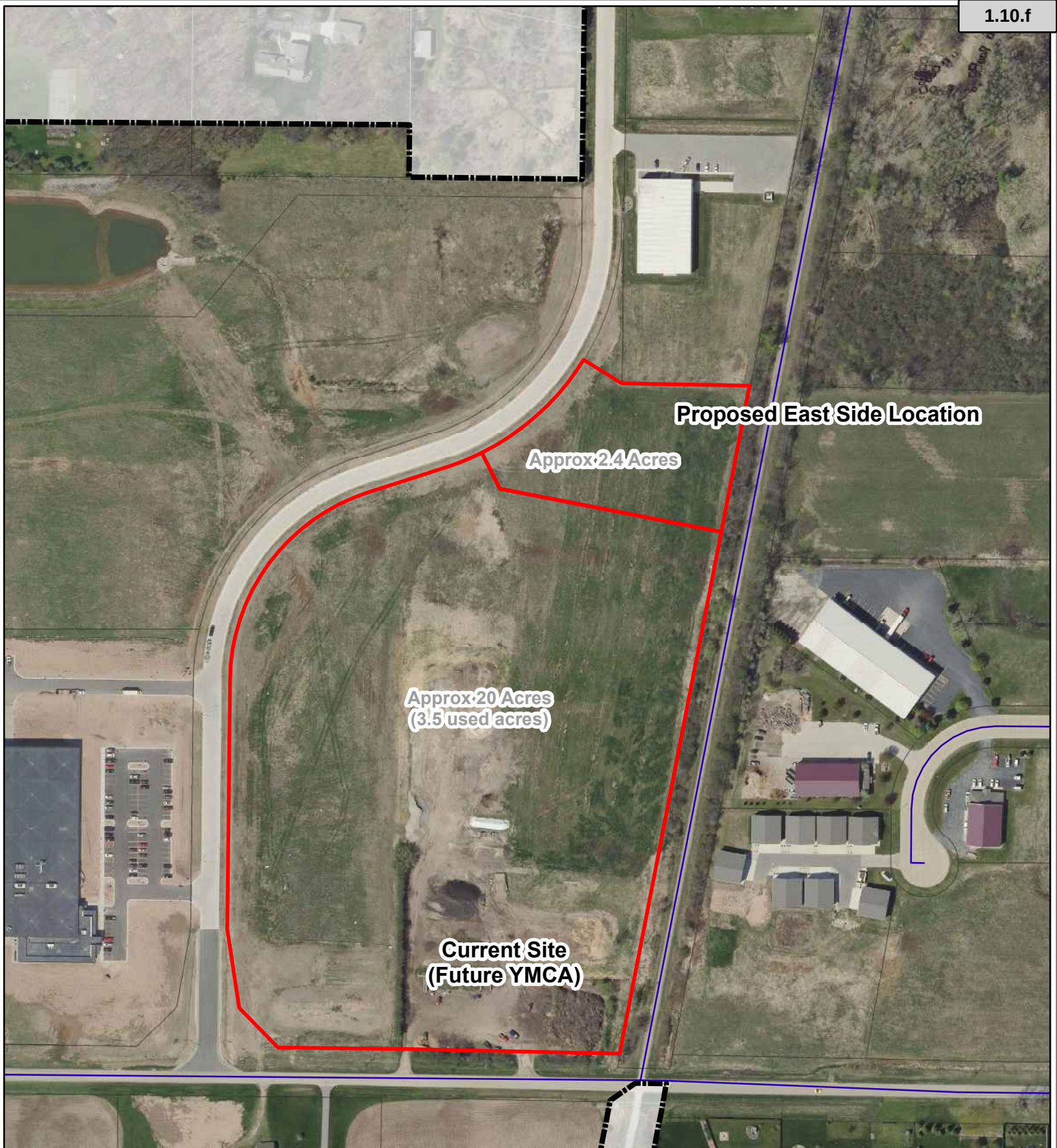
Yard Waste Drop Off Site Map

City of De Pere

0 0.25 0.5 1 1.5 2 Miles



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.



Yard Waste Drop Off Site Map - East Site Detail Map

City of De Pere

0 0.0175 0.035 0.07 0.105 0.14 Miles



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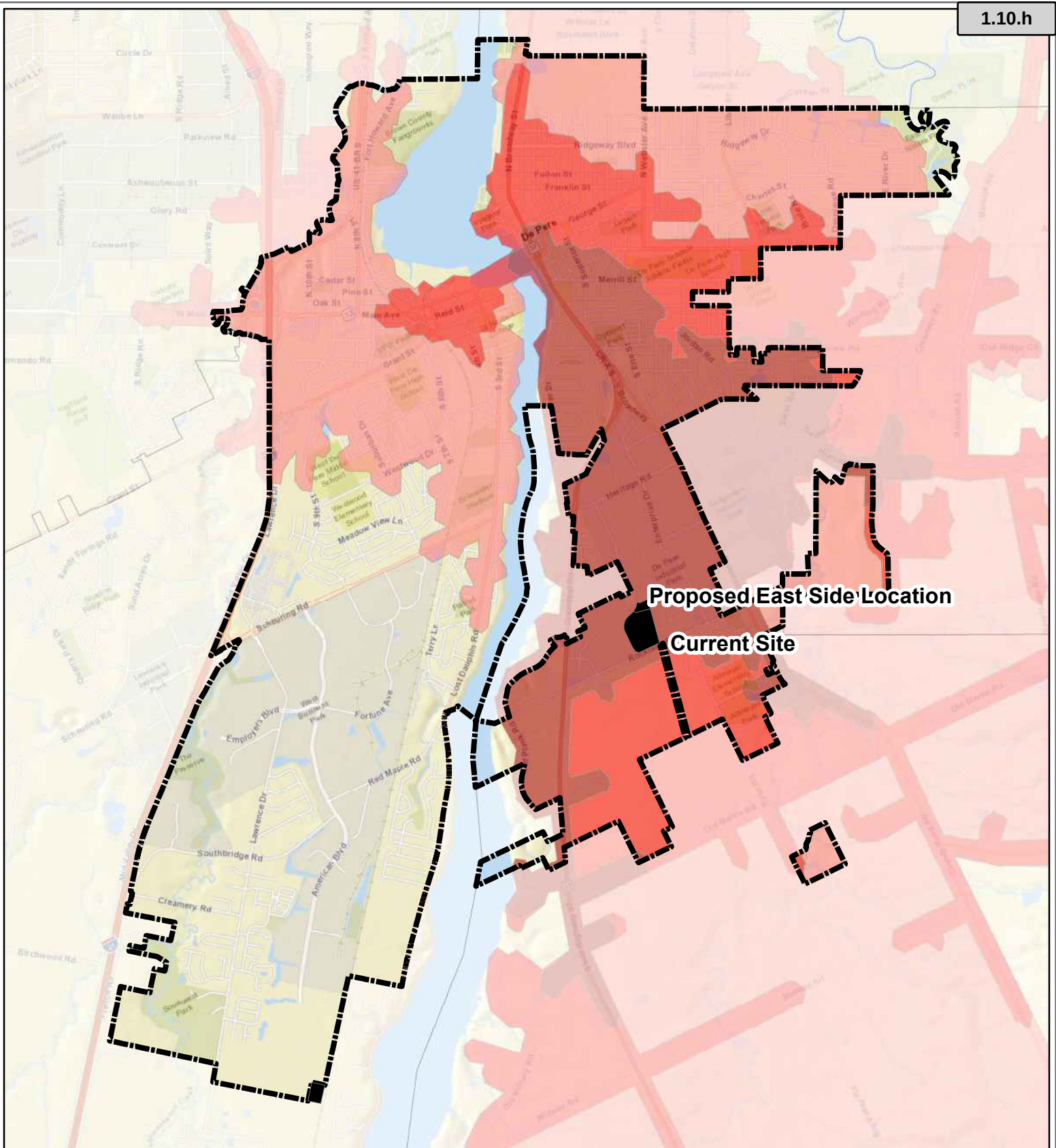
Yard Waste Drop Off Site Map - WestSite Detail Map

City of De Pere

0 0.01750.035 0.07 0.105 0.14 Miles



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Yard Waste Drop Off Site Map - East Site Service Area

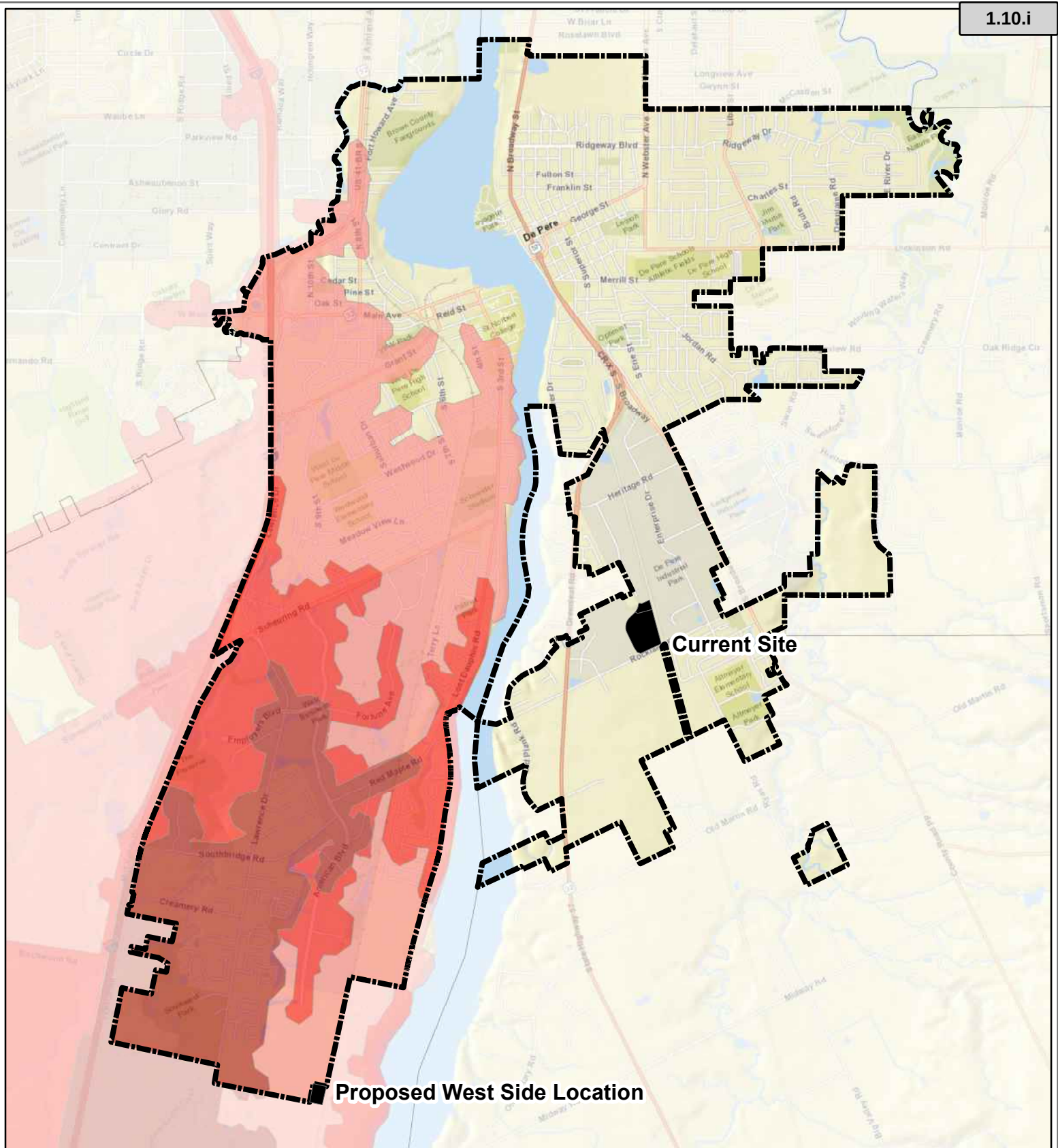
City of De Pere

0 0.25 0.5 1 1.5 2 Miles



- 10 minute Drive Time
- 7 minutes Drive Time
- 5 minutes Drive Time

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Yard Waste Drop Off Site Map - West Side Service Area

City of De Pere

0 0.25 0.5 1 1.5 2 Miles



- 10 minute Drive Time
- 7 minutes Drive Time
- 5 minutes Drive Time

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to maintain City owned lot at 360 Main Avenue for year-round public parking.

The Board of Public Works at the February 12, 2024 meeting approved maintaining City owned lot at 360 Main Avenue for year-round public parking and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City currently owns the vacant lot at 360 Main Avenue. The BOPW approved parking during the non-winter months at the August 8, 2022 BOPW meeting. (See attached minutes) The lot is blocked off for parking December 1st thru April 1st due to the difficulty of maintaining this lot during the winter months because the lot is on a significant slope. Recently the City Administrator received a request from a business owner near the lot wanting the City to keep this lot open for parking during the winter months. The intent of the discussion with the BOPW is to determine whether the City should open up this area for public parking during the winter months.

ATTACHMENTS:

- 2022-08-08 Board of Public Works - Full Minutes-2422 (PDF)



Board of Public Works

Regular Meeting

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

Final Minutes

Monday, August 8, 2022

7:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 7:32 PM by Alderperson Dean Raasch

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Excused	
Dan Carpenter	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
Dean Raasch	Alderperson	Present	

Others Present:

Scott Thoresen, Public Works Director
Tony Fietzer, Street Superintendent
Chase Kuffel, Assistant City Engineer
Betty Sellenheim, Recording Secretary
Tina Quigley, Definitely De Pere

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

None

III. Items

1. Approval of the July 11, 2022 Board of Public Works Meeting Minutes

Alderperson Carpenter moved to approve the July 11, 2022 Board of Public Works Meeting Minutes, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	James Boyd

2. Consideration and possible action on the deferral of the sidewalk installation at 3018 Scarlet Oak Road until June 30, 2023*

Alderperson Carpenter moved to approve the deferral of the sidewalk installation at 3018 Scarlet Oak Road until June 30, 2023, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	James Boyd

3. Consideration and Possible Action Regarding Definitely De Pere's Request to Install Art Sculptures*

Scott Thoresen, Public Works Director, explained the locations for the sculptures and that one sculpture location is planned for park property and will need to be approved by the Board of Park Commissioners.

Alderperson Carpenter moved to approve Definitely De Pere's Request to install Art Sculptures with New Dawn sculpture being approved by the Board of Park Commissioners, seconded by Alderperson Raasch.

Alderperson Hansen asked if there were concerns about vision obstruction with the installation on Fourth Street. Mr. Thoresen stated the size of the sculpture should not impact the vision triangle. Alderperson Hansen asked about the location in relation to The Transformation of Daphne sculpture.

Alderperson Raasch moved to open the meeting at 7:36 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Tina Quigley, Definitely De Pere, responded that the location was considered and it was felt the pieces would be complimentary. Alderperson Hansen asked if the sculpture would need to be moved in the future. Mr. Thoresen stated that both sculptures (The Transformation of Daphne and New Dawn) could need to be moved if the Parks Department moved forward with developing the space.

Alderperson Raasch moved to return to regular session at 7:38 PM, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	James Boyd

4. Consideration and possible action on implementing post-holiday overflow collection bag limit

Tony Fietzer, Street Superintendent, outlined the request from staff to review post-holiday overflow collection and discuss possible institution of limits. Alderperson Raasch asked if surrounding communities offered similar opportunities for their residents. Mr. Fietzer explained the communities that offer overflow and the frequency. Alderperson Raasch asked staff's full intention. Mr. Fietzer further outlined his requests. Alderperson Carpenter requested additional information regarding the number of households placing

overflow at the curb, that is seen to be excessive according to staff during these designated collection times. Alderperson Ledvina asked how staff would handle locations with extra bags, if a limit was imposed. Mr. Fietzer outlined the process staff would recommend using. Alderperson Hansen spoke in favor of establishing a limit and limiting the number of overflow occurrences throughout the year. Alderperson Raasch spoke in favor of eliminating the free overflow collection following holidays. Alderperson Ledvina spoke in favor of establishing a limit. Mr. Fietzer expressed gratitude for the discussion and explained that establishing a limit would assist in the office when staff receives calls and potentially keep drivers safer during the collections. Scott Thoresen, Public Works Director, supported bringing this agenda item back to the Board with additional information following the Labor Day collections. Alderperson Ledvina suggested offering the ability to purchase overflow collection tags online. Alderperson Raasch suggested accepting overflow collections 4 times a year, around major holidays, but not necessarily in conjunction with them. Alderperson Carpenter asked if staff runs into any issues with the collections directly following holidays. Mr. Fietzer outlined some issues staff deals with during these times.

Alderperson Raasch moved to refer back to staff for action during the October 2022 meeting to establish limits on the number of boxes of recycling and/or bags of garbage, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
	Next: 10/10/2022 7:30 PM
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	James Boyd

5. Consideration and possible action on timing and frequency for overflow collections

Alderperson Raasch moved to refer back to staff for action during the September 2022 meeting to establish timing/intervals of offered overflow collections, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
	Next: 9/12/2022 7:30 PM
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	James Boyd

6. **Consideration and Possible Action Regarding Public Parking on City Owned Lot at 360 Main Avenue***

Scott Thoresen, Public Works Director, outlined the request to approve opening the city owned parking lot at 360 Main Ave for public parking during non-winter months. Alderperson Carpenter asked how the parking would be restricted during winter months. Mr. Thoresen explained the staff process of closing the lot.

Alderson Carpenter moved to approve public parking on City owned lot at 360 Main Avenue, except during winter months, until such time as the lot is sold or developed, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	Shana Defnet Ledvina, Alderson
AYES:	Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	James Boyd

7. Consideration and possible action on Intergovernmental Agreement Between the City and Town of Ledgeview for Lone Oak & Ledgeview Road Construction*

Scott Thoresen, Public Works Director, outlined the cost-sharing agreement for construction on Lone Oak Road and Ledgeview Road in 2022.

Alderson Hansen moved to approve the intergovernmental agreement between the City of De Pere and Town of Ledgeview for Lone Oak and Ledgeview Road Construction, seconded by Alderson Raasch. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderson
SECONDER:	Dean Raasch, Alderson
AYES:	Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	James Boyd

8. Consideration and possible action on approval for Amendment #1 of the State/Municipal Agreement with WisDOT for STP-Urban Grant Project-Lawrence Drive*

Chase Kuffel, Assistant City Engineer, outlined the request to approve Amendment #1 to include a 106 report at the cost of approximately \$400 to the City.

Alderson Ledvina moved to approve Amendment #1 of the State/Municipal Agreement with Wisconsin DOT for STP-Urban Grant Project-Lawrence Drive, seconded by Alderson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderson
SECONDER:	Dan Carpenter, Alderson
AYES:	Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	James Boyd

9. Consideration and possible action on DOT – Revised Municipal Agreement for STH 32*

Scott Thoresen, Public Works Director, outlined the revisions to the Municipal Agreement for STH 32/Main Ave. Alderson Hansen asked how the City would be impacted by the changes. Mr. Thoresen explained it would increase the City's share of the cost for the project. Alderson Hansen asked if the City had received invoices for the work to date. Mr. Thoresen stated there have not been any charges to date and added the project has been moved up to 2028.

Alderson Carpenter moved to approve Wisconsin DOT-revised Municipal Agreement for State Highway 32, seconded by Alderson Raasch. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	Dean Raasch, Alderson
AYES:	Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	James Boyd

10. Consideration and Possible Action Regarding Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on 9th Street Water Tower*

Scott Thoresen, Public Works Director, explained the request to approve the agreement with Dixon Engineering for technical review services of wireless project for T-Mobile on the Ninth Street water tower. Mr. Thoresen explained the funds have been received from T-Mobile to reimburse Dixon Engineering for their services. Alderson Carpenter expressed his concerns regarding the placement of antennae on the towers. Mr. Thoresen explained that T-Mobile will only be upgrading their current facilities.

Alderson Raasch moved to approve engineering technical services regarding installation of t-mobile's wireless antennae facilities on 9th Street water tower, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Shana Defnet Ledvina, Alderson
AYES:	Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	James Boyd

IV. Future Agenda Items

None

V. Adjournment

Alderson Ledvina moved to adjourn the meeting at 8:13 PM, seconded by Alderson Hansen. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Sellenheim



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on award of Contract 24-03 Sewer Lining to Visu-Sewer, Inc. in the amount of \$350,274.00.

The Board of Public Works at the February 12, 2024 meeting approved award of Contract 24-03 Sewer Lining to Visu-Sewer, Inc. in the amount of \$350,274 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2024_0212_CI_BOPW_Award_24-03 (PDF)
- 2024_0201_CE_Project 24-03_Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 12, 2024

RE: **Consideration and possible action on award of Contract 24-03 Sewer Lining***

The Engineering Department received bids on Project 24-03 Sewer Lining on March 2, 2023. The project consists of pipe lining of deteriorated sewers at locations around the City. The bids received are as follows:

Contractor	Amount
Visu-Sewer, Inc.	\$350,274.00
Insituform Technologies	\$412,489.82

The budgeted amount from the capital improvement program is \$426,600. Funding will be from the sewage revenue fund.

Staff's recommendation is to accept the bid from Visu-Sewer, Inc. in the amount of \$350,274.00.

Attachments:

2024 0201 CE Project 24-03 Bid Tabulation (PDF)



**PROJECT 24-03
SEWER LINING**

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2	
				Visu-Sewer		Insituform Technologies	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Ridgeway Drive - 8" Concrete (J8-XO4JDP to J8-Z7AIMT)	LF	221	\$38.00	\$8,398.00	\$65.87	\$14,557.27
SP-02	Grant Street - 12" Concrete (H8-00K5FU to H8-9VX5DJ)	LF	1280	\$52.00	\$66,560.00	\$70.92	\$90,777.60
SP-03	Grant Street - 18" Concrete (H8-9VX5DJ to H8-FJM5DA)	LF	733	\$145.00	\$106,285.00	\$120.11	\$88,040.63
SP-04	Grant Street - 8" Concrete (H8-FJM5DA to H8-J475CB)	LF	463	\$38.00	\$17,594.00	\$45.02	\$20,844.26
SP-05	Grant Street - 10" Concrete (H8-J475CB to H8-LQL5CT)	LF	340	\$39.00	\$13,260.00	\$56.48	\$19,203.20
SP-06	Grant Street - 10" Concrete (H8-RLY5F1 to H8-XP5TY)	LF	794	\$39.00	\$30,966.00	\$52.23	\$41,470.62
SP-07	Alley-Michigan/Superior/ Fulton/Morris - 8" Clay (J8-2G7S0A to J8-40YV4C)	LF	452	\$38.00	\$17,176.00	\$45.56	\$20,593.12
SP-08	Alley-Michigan/Superior/ Charles/George - 15" Clay (J8-084E00 to J8-08LFLX)	LF	206	\$87.00	\$17,922.00	\$115.41	\$23,774.46
SP-09	Alley-Superior/Huron/ Fulton/Morris - 8" Clay (J8-4W4QSG to J8-6FNTUM)	LF	444	\$38.00	\$16,872.00	\$45.96	\$20,406.24
SP-10	Alley-Broadway/Oakdale/ Randall/Termini - 10" Clay (J9-2X62GG to J9-3IR3LG)	LF	167	\$39.00	\$6,513.00	\$84.94	\$14,184.98
SP-11	Alley-Broadway/Oakdale/ Randall/Termini - 8" Clay (J9-3IR3LG to J94SJ66I)	LF	373	\$38.00	\$14,174.00	\$50.76	\$18,933.48
SP-12	Cook - 8" Concrete (J7-F46ESI to J7-HLZDKI)	LF	360	\$38.00	\$13,680.00	\$49.29	\$17,744.40
SP-13	Easement-Huron/Erie/Fulton/ Ridgeway - 8" Clay (J8-7AWPLM to J8-815QZI)	LF	203	\$38.00	\$7,714.00	\$70.36	\$14,283.08
SP-14	Televising Sanitary Laterals	EA	28	\$470.00	\$13,160.00	\$274.16	\$7,676.48
TOTAL AMOUNT BID:				\$350,274.00		\$412,489.82	

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

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on Award of Contract 24-05 Sidewalk and Curb Repairs to Highway Landscapers, Inc. in the amount of \$290,990.

The Board of Public Works at the February 12, 2024 meeting approved award of Contract 24-05 Sidewalk and Curb Repairs to Highway Landscapers, Inc. in the amount of \$290,990 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2024 0212 CI_BOPW_Award_24-05 (PDF)
- 2024 0201 CE_Project 24-05_Bid Tab (PDF)

CITY OF DE PERE

MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: February 12, 2024

RE: **Consideration and possible action on award of Contract 24-05 Sidewalk and Curb Repairs***

The Engineering Division received bids on Project 24-05 Sidewalk and Curb Repairs on February 1, 2024. This work is for the replacement of defective sidewalk and curb and gutter throughout the City. The bids received are as follows:

Contractor	Amount
Highway Landscapers, Inc.	\$290,990.00
Martell Construction	\$342,550.00
BMD Concrete Innovations	\$438,450.00
Al Dix Concrete, Inc.	\$442,130.00

The budgeted amount from the capital improvement fund is \$300,000 from the following:

- Special Charges for Sidewalk Repairs: \$123,000
- Special Charges for New Sidewalks: \$27,000
- General Obligation Debt: \$115,000
- Parks Department: \$25,000
- Water Utility: \$10,000

Staff's recommendation is to accept the bid from Highway Landscapers, Inc. in the amount of \$290,990.00.

Attachments

2024 0201 Project 24-05 Bid Tab (PDF)



**PROJECT 24-05
SIDEWALK AND CURB REPAIR**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Highway Landscapers, Inc.		Martell Construction		BMD Concrete Innovations		Al Dix Concrete Inc	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SECTION A - STREET AND DRAINAGE CONSTRUCTION-SIDEWALK REPAIR AREA											
SD-01	Provide 3/4" Crushed Aggregate Base Course	TON	20	\$25.00	\$500.00	\$40.00	\$800.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00
SD-02	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	50	\$135.00	\$6,750.00	\$135.00	\$6,750.00	\$160.00	\$8,000.00	\$155.00	\$7,750.00
SD-03	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	200	\$108.00	\$21,600.00	\$130.00	\$26,000.00	\$158.00	\$31,600.00	\$150.00	\$30,000.00
SD-04	Remove and Replace 4" Concrete Sidewalk	SY	1500	\$92.00	\$138,000.00	\$112.50	\$168,750.00	\$155.00	\$232,500.00	\$145.00	\$217,500.00
SD-05	Drilled Tie Bars	EA	2000	\$7.75	\$15,500.00	\$13.00	\$26,000.00	\$16.00	\$32,000.00	\$15.00	\$30,000.00
SD-06	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	300	\$3.90	\$1,170.00	\$4.00	\$1,200.00	\$3.50	\$1,050.00	\$3.00	\$900.00
SD-07	Provide Detectable Warning Field (Natural Patina)	EA	10	\$500.00	\$5,000.00	\$350.00	\$3,500.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
SECTION B - STREET AND DRAINAGE CONSTRUCTION-VARIOUS LOCATIONS											
SD-08	Provide 3/4" Crushed Aggregate Base Course	TON	200	\$25.00	\$5,000.00	\$40.00	\$8,000.00	\$50.00	\$10,000.00	\$50.00	\$10,000.00
SD-09	Remove and Replace 24" Concrete Curb and Gutter	LF	100	\$120.00	\$12,000.00	\$105.00	\$10,500.00	\$120.00	\$12,000.00	\$110.00	\$11,000.00
SD-10	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	10	\$350.00	\$3,500.00	\$135.00	\$1,350.00	\$175.00	\$1,750.00	\$155.00	\$1,550.00
SD-11	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	50	\$110.00	\$5,500.00	\$130.00	\$6,500.00	\$170.00	\$8,500.00	\$150.00	\$7,500.00
SD-12	Remove and Replace 4" Concrete Sidewalk	SY	200	\$92.00	\$18,400.00	\$112.50	\$22,500.00	\$165.00	\$33,000.00	\$145.00	\$29,000.00
SD-13	Remove and Replace 6" Concrete Sidewalk (DOT Red)	SY	10	\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$235.00	\$2,350.00	\$250.00	\$2,500.00
SD-14	Remove and Replace 4" Concrete Sidewalk (DOT Red)	SY	10	\$280.00	\$2,800.00	\$170.00	\$1,700.00	\$235.00	\$2,350.00	\$250.00	\$2,500.00
SD-15	Provide 6" Concrete Sidewalk (Parks Playground - No Excavation)	SY	150	\$95.00	\$14,250.00	\$99.00	\$14,850.00	\$90.00	\$13,500.00	\$120.00	\$18,000.00
SD-16	Provide 6" Concrete Sidewalk	SY	10	\$92.50	\$925.00	\$85.00	\$850.00	\$90.00	\$900.00	\$108.00	\$1,080.00
SD-17	Provide 4" Concrete Sidewalk	SY	300	\$78.00	\$23,400.00	\$78.00	\$23,400.00	\$81.00	\$24,300.00	\$99.00	\$29,700.00
SD-18	Drilled Tie Bars	EA	100	\$7.75	\$775.00	\$12.00	\$1,200.00	\$16.00	\$1,600.00	\$15.00	\$1,500.00
SD-19	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	300	\$3.90	\$1,170.00	\$4.00	\$1,200.00	\$3.50	\$1,050.00	\$3.00	\$900.00
SD-20	Provide Detectable Warning Field (Natural Patina)	EA	10	\$500.00	\$5,000.00	\$350.00	\$3,500.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
SD-21	Adjust Manhole	EA	5	\$350.00	\$1,750.00	\$700.00	\$3,500.00	\$1,000.00	\$5,000.00	\$750.00	\$3,750.00
SD-22	Landscape Restoration (Topsoil, Seed, and Mulch)	SY	50	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00
SD-23	Traffic Control (Claude Allouez Bridge Roundabout)	LS	1	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
TOTAL AMOUNT BID:				\$290,990.00		\$342,550.00		\$438,450.00		\$442,130.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works on Award of Contract 24-13 Crackfilling to Asphalt Seal and Repair, Inc. in the amount of \$121,800.

The Board of Public Works at the February 12, 2024 meeting approved award of Contract 24-13 Crackfilling to Asphalt Seal and Repair, Inc. in the amount of \$121,800 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2024 0212 CI_BOPW_Award_24-13 (PDF)
- 2024 0201 CE_Project 24-13_Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 12, 2024

RE: **Consideration and possible action on award of Contract 24-13 Crackfilling***

The Engineering Department received bids for Project 24-13 Crackfilling on February 1, 2024. This work is for the maintenance of streets and parking lots. The bids received are as follows:

Contractor	Amount
Asphalt Seal & Repair, Inc.	\$121,800.00
American Pavement Solutions, Inc.	\$127,960.00
Thunder Road, LLC	\$168,000.00
Fahrner Asphalt Sealers, LLC	\$225,400.00

The allocated amount from the capital improvement budget is \$150,000 from the following sources:

- General Obligation Debt \$120,000
- Parks Department \$30,000

Staff's recommendation is to accept the bid from Asphalt Seal & Repair, Inc. in the amount of \$121,800.

Attachments:

2024 0201 CE_Project 24-13_Bid Tab (PDF)

DE PERE



PROJECT 24-13
CRACKFILLING

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Asphalt Seal & Repair, Inc.		American Pavement Solutions Inc.		Thunder Road LLC		Fahrner Asphalt Sealers, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
SECTION A - SPECIAL CONSTRUCTION											
SC-01	Crackfilling (HI-SPEC, Crafco, or Approved Equal)	LBS	70000	\$1.74	\$121,800.00	\$1.83	\$127,960.00	\$2.40	\$168,000.00	\$3.22	\$225,400.00
TOTAL AMOUNT BID:				\$121,800.00		\$127,960.00		\$168,000.00		\$225,400.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an application for a premises description change submitted by Oakleys (DBA Oakleys). Premises will change from 310 N. Wisconsin St. Suite C to 614 George St.

ATTACHMENTS:

- Oakley's Premises Description Change 2.20.24 (PDF)

Premises Description Change

1.15.a

Form
AT-106

Original Alcohol Beverage License Application

FOR CLERKS ONLY

Municipality

License Period

License(s) Requested

- ☐ Class "A" Beer \$ _____ ☐ "Class A" Liquor \$ _____
- ☒ Class "B" Beer \$ _____ ☒ "Class B" Liquor \$ _____
- ☐ "Class C" Wine \$ _____ ☐ "Class A" Liquor (Cider Only) \$ 0
- ☐ Reserve "Class B" Liquor \$ _____ ☐ "Class B" (Wine Only) Winery \$ _____

License Fees	\$
Publication Fee	\$
Background Check	\$
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)

Oakleys

2. Trade Name or DBA

Oakleys

3. Premises Address

614 George Street

4. County

Brown

5. Municipality

Green Bay Metropolitan

6. Aldermanic District

Fourth

7. Mailing Address (if different from premises address)

8. FEIN

93-2735590

9. Wisconsin Seller's Permit Number

456-1031464481

10. Premises Phone

(920) 362-6055

11. Premises Email

phunsade@gmail.com

12. Entity Type (check one)

(920) 639-4401

hunsade10@outlook.com

☐ Sole Proprietor

☒ Partnership

☐ Limited Liability Company

☐ Corporation

☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe 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 in this application. Attach additional sheets if necessary.

Oakleys is a brunch restaurant to be remodeled at 614 George St., serving food and alcohol/non alcohol beverages during the hours of 0700 - 1500. There is an open dining room and bar area, a full kitchen, storage area, and office planned. Square footage is 4300 sq. ft.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate.....

☒ Yes

☐ No

2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)?.....

☐ Yes

☒ No

If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration Wisconsin		2. Date of Registration 1-30-24
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ☐ Yes ☒ No		
Name of Parent Company	FEIN of Parent Company	
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name Sproat	Agent's First Name Paula	Phone (920) 362-6055

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Hunsader	Eric	Co-owner	(920) 639-4401
Sproat	Paula	Co-owner	(920) 362-6055

Part E: Attestation

Who must sign this application?

- sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature Paul Sproat		Date 1-30-24
Name (Last, First, M.I.) Sproat Paula L		
Title Co-owner	Email phunsade@gmail.com	Phone (920) 362-6055

Part F: For Clerk Use Only

Date application was filed with clerk 1/30/24	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an application for change of agent for Walgreens, 150 S. Wisconsin St.

ATTACHMENTS:

- Walgreens Alcohol Beverage Application 2.20.24 (PDF)

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning _____ 20 2 ;
ending _____ 20 2

TO THE GOVERNING BODY of the: ☐ Town of }
☐ Village of } De Pere
☒ City of }

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): Walgreen Co.

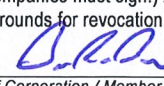
An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability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

Title	Post Office & Zip Code
President/Member _____	_____
Vice President/Member _____	_____
Secretary/Member _____	_____
Treasurer/Member _____	_____
Agent <u>Store manager</u> <u>Sophia Paul</u>	_____
Directors/Managers _____	_____

3. Trade Name Walgreens #15637 Business Phone Number 920-278-3241
4. Address of Premises 150 S Wisconsin St. Post Office & Zip Code De Pere, WI 54115-2741

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 Wisconsin and date 02/15/1909 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.) Retail drug store with sundries in a one-story building of 18,300 sq. ft.
10. Legal description (omit if street address is given above): N/A
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? Walgreen Co.
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. ☒ Yes ☐ No
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 signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.


(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>1/24/24</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #24-06 Authorizing Agreement for Contractor Services Between the City of De Pere and ECS Midwest, LLC. (2024 Soil Borings).

The Board of Public Works at the February 12, 2024 meeting approved the quote for 2024 Soil Borings from ECS Midwest, LLC estimated at \$7,600 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso24-06 (PDF)
- ECS Midwest, LLC(2024 Soil Boring)2-14-24-189-001-15 (PDF)
- Exhibit A-ECS Midwest, LLC (PDF)
- Exhibit B-ECS Midwest, LLC (PDF)
- 2024 0212 CI_BOPW_Materials_Testing (PDF)
- CI_CALC_2024_Materials_Testing_Comparison (PDF)
- 2024 0123 BATC_Materials_Testing_Proposal(PDF)
- 2024 0130 ECS_Materials_Testing_Proposal (PDF)
- 2024 0119 PSI_Materials_Testing_Proposal (PDF)
- 2024 0201 AET_Materials_Testing_Proposal (PDF)

RESOLUTION #24-06

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ECS MIDWEST, LLC
(2024 Soil Boring)

WHEREAS, the City is in need of soil boring services for its 2024 construction projects; and

WHEREAS, ECS Midwest, LLC has available and offers to provide personnel, equipment and professional assistance necessary to accomplish such soil boring services within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and ECS Midwest, LLC (2024 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 20th day of February, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/12/2024

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ECS MIDWEST, LLC
(2024 Soil Boring)**

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and ECS Midwest, LLC, a foreign limited liability company authorized to conduct business in the State of Wisconsin ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform soil boring services for its 2024 construction projects as described in the City's Request for Proposals for Geotechnical Services, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

II. COMPENSATION

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

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$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 as well as an additional insured endorsement form naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

- which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.
2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
 3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
 4. **WORK SAFETY AND HEALTH.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
 5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

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

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

2023 Soil Boring
ECS Midwest, LLC
Page 4 of 6

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

City of De Pere
Attention: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

ECS Midwest, LLC
Attention: Troy Vetort, P.E.
Construction Materials Department Manager
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.

2023 Soil Boring
ECS Midwest, LLC
Page 5 of 6

ECS MIDWEST, LLC

By:

CITY OF DE PERE

By:

Troy Vetort, P.E.
Construction Materials Department Manager

James G. Boyd, Mayor

Printed Name: _____
Title: _____

Carey E. Danen, City Clerk

Approved as to Form:

Anthony S. Wachewicz III, City Attorney

J:\Law\Agreements\2024\Contractor\ECS Midwest, LLC(2024 Soil Boring)2-15-24-189-001-15.docx

**Request for Proposals
For
Geotechnical Services**

The City of De Pere would like to invite your firm to submit a proposal for the 2024 construction materials consulting.

Your proposal must be submitted to our office by Thursday, February 1, 2024 at 2:00 p.m. Proposals can be submitted via mail or e-mail to:

Eric Rakers
City Engineer
925 S. Sixth Street
De Pere, WI 54115
erakers@deperewi.gov

GENERAL INFORMATION:

The City of De Pere is preparing for the 2024 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, street pulverizing and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

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

SCOPE OF SERVICES:

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

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

SCHEDULING:

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

INSURANCE:

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

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

PROPERTY PROTECTION:

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

FEE:

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

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

DELIVERY:

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

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

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

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

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10		
Project Engineer	HR	10		
Staff Engineer	HR	50		
Field Technician				
Senior Technician	HR	250		
Technician	HR	300		
Clerical	HR	50		
Mileage	MI	7,500		
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1		
Modified Proctor	EA	10		
Concrete Compression Test (Cylinder by Company)	EA	400		
Concrete Compression Test (Cylinder by City)	EA	10		
Handling of Backup Cylinders	EA	100		
Aggregate Sieve Analysis	EA	10		
Atterberg Limits	EA	1		
Permeability, Granular Soils	EA	1		
Permeability, Cohesive Soils	EA	1		
Field Technician Services				
Sample Pickup	EA	1		
Nuclear Density Gauge	½ DAY	100		
Nuclear Density Gauge	DAY	5		

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

**ECS MIDWEST, LLC***"Setting the Standard for Service"*

Geotechnical • Construction Materials • Environmental • Facilities

January 30, 2024

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

ECS Proposal No: 59:5786

Re: Soil Testing Services – 2024 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 2024 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 2024, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Troy Vetort".

Troy Vetort, P.E.
Construction Materials Department Manager

Exhibit B

Proposed Fee Schedule

Company Name: ECS Midwest LLC

Company Address: 1280 Parkway Road

Company Address: Green Bay, Wisconsin 54304

Company Representative: Troy Vetort, P.E.

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$100.00	\$1,000.00
Project Engineer	HR	10	\$125.00	\$1,250.00
Staff Engineer	HR	50	\$85.00	\$4,250.00
Field Technician				
Senior Technician	HR	250	\$67.00	\$16,750.00
Technician	HR	300	\$60.00	\$18,000.00
Clerical	HR	50	\$45.00	\$2,250.00
Mileage	MI	7,500	\$0.80	\$6,000.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	4		
Laboratory Testing Services				
Standard Proctor	EA	1	\$155.00	\$155.00
Modified Proctor	EA	10	\$175.00	\$1,750.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$16.00	\$6,400.00
Concrete Compression Test (Cylinder by City)	EA	10	\$35.00	\$350.00
Handling of Backup Cylinders	EA	100	\$10.00	\$1,000.00
Aggregate Sieve Analysis	EA	10	\$100.00	\$1,000.00
Atterberg Limits	EA	1	\$90.00	\$ 90.00
Permeability, Granular Soils	EA	1	\$300.00	\$300.00
Permeability, Cohesive Soils	EA	1	\$375.00	\$375.00
Field Technician Services				
Sample Pickup	EA	1	\$65.00	\$65.00
Nuclear Density Gauge	½ DAY	100	\$25.00	\$2,500.00
Nuclear Density Gauge	DAY	5	\$50.00	\$250.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$400.00	\$2,000.00
Soil Boring	VF	150	\$24.00	\$3,600.00
Report	EA	1	\$2,000.00	\$2,000.00

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 12, 2024

RE: **Consideration and possible action on Quotes for 2024 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2024 construction projects. The total cost of this work was estimated using hours from previous construction years. Each firm's cost estimate is as follows:

Materials Testing	Estimate
BATC	\$45,430.00
PSI	\$51,090.00
ECS	\$63,735.00
AET	\$93,833.00

Soil Boring	Estimate
ECS	\$7,600.00
PSI	\$7,700.00
AET	\$12,250.00

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at \$45,430.00 and the quote from ECS, Midwest, LLC (ECS) for soil borings estimated at \$7,600.00. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2024 0201 CI_CALC_2024_Materials_Testing_Comparison	(PDF)
2024 0123 BATC_Materials_Testing_Proposal	(PDF)
2024 0130 ECS_Materials_Testing_Proposal	(PDF)
2024 0119 PSI_Materials_Testing_Proposal	(PDF)
2024 0201 AET_Materials_Testing_Proposal	(PDF)

2024 Materials Testing and Soil Boring Proposals

Item	Unit	2024 Estimate	BATC		PSI		ECS		AET	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services										
Project Manager	Per hour	10.00	\$63.00	\$630.00	\$75.00	\$750.00	\$100.00	\$1,000.00	\$155.00	\$1,550.00
Project Engineer	Per hour	10.00	\$63.00	\$630.00	\$75.00	\$750.00	\$125.00	\$1,250.00	\$155.00	\$1,550.00
Staff Engineer	Per hour	50.00	\$68.00	\$3,400.00	\$75.00	\$3,750.00	\$85.00	\$4,250.00	\$110.00	\$5,500.00
Field Technician										
Senior Technician	Per hour	250.00	\$47.00	\$11,750.00	\$50.00	\$12,500.00	\$67.00	\$16,750.00	\$99.00	\$24,750.00
Technician	Per hour	300.00	\$40.00	\$12,000.00	\$45.00	\$13,500.00	\$60.00	\$18,000.00	\$79.00	\$23,700.00
Clerical	Per hour	50.00	\$35.00	\$1,750.00	\$25.00	\$1,250.00	\$45.00	\$2,250.00	\$79.00	\$3,950.00
Mileage	Per mile	7500.00	\$0.50	\$3,750.00	\$0.75	\$5,625.00	\$0.80	\$6,000.00	\$1.10	\$8,250.00
Laboratory Testing Services										
Standard Proctor	Per each	1.00	\$125.00	\$125.00	\$150.00	\$150.00	\$155.00	\$155.00	\$155.00	\$155.00
Modified Proctor	Per each	10.00	\$135.00	\$1,350.00	\$175.00	\$1,750.00	\$175.00	\$1,750.00	\$170.00	\$1,700.00
Concrete Compression Test (Cylinder by Company)	Per each	400.00	\$14.00	\$5,600.00	\$14.00	\$5,600.00	\$16.00	\$6,400.00	\$27.00	\$10,800.00
Concrete Compression Test (Cylinder by City)	Per each	10.00	\$12.00	\$120.00	\$20.00	\$200.00	\$35.00	\$350.00	\$27.00	\$270.00
Handling of Backup Cylinders	Per each	100.00	\$7.00	\$700.00	\$14.00	\$1,400.00	\$10.00	\$1,000.00	\$27.00	\$2,700.00
Aggregate Sieve Analysis	Per each	10.00	\$80.00	\$800.00	\$75.00	\$750.00	\$100.00	\$1,000.00	\$160.00	\$1,600.00
Atterberg Limits	Per each	1.00	\$50.00	\$50.00	\$100.00	\$100.00	\$90.00	\$90.00	\$138.00	\$138.00
Permeability, Granular Soils	Per each	1.00	\$250.00	\$250.00	\$350.00	\$350.00	\$300.00	\$300.00	\$320.00	\$320.00
Permeability, Cohesive Soils	Per each	1.00	\$275.00	\$275.00	\$425.00	\$425.00	\$375.00	\$375.00	\$450.00	\$450.00
Field Technician Services										
Sample Pickup	Per each	1.00	\$50.00	\$50.00	\$40.00	\$40.00	\$65.00	\$65.00	\$150.00	\$150.00
Nuclear Density Gauge	Per ½ day	100.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$25.00	\$2,500.00	\$60.00	\$6,000.00
Nuclear Density Gauge	Per day	5.00	\$40.00	\$200.00	\$40.00	\$200.00	\$50.00	\$250.00	\$60.00	\$300.00
MATERIAL TESTING TOTAL COST				\$45,430.00		\$51,090.00		\$63,735.00		\$93,833.00
Soil Boring		2024 Estimate								
Mobilization	Per each	5.00			\$850.00	\$4,250.00	\$400.00	\$2,000.00	\$1,000.00	\$5,000.00
Soil Boring	VF	150.00			\$15.00	\$2,250.00	\$24.00	\$3,600.00	\$25.00	\$3,750.00
Report	Per each	1.00			\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
						\$7,700.00		\$7,600.00		\$12,250.00

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2024 CONSTRUCTION
CITY OF DE PERE, WISCONSIN**

CLIENT:

**MR. ERIC RAKERS, P.E.
CITY ENGINEER**

DATE:

JANUARY 9, 2024



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

January 9, 2024

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

Request for Proposal
Soil Testing Services
2024 Construction
City of De Pere, Wisconsin

Mr. Rakers,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2024 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted an electronic copy of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

A handwritten signature in blue ink, appearing to read "Jacob P. Franzmeier", is written over a light blue rectangular background.

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

cc: Chase Kuffel, P.E., Assistant City Engineer

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2024 CONSTRUCTION
CITY OF DE PERE**

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Soil Testing Services – 2024 Construction
City of De Pere

Request for Proposal
Page 1

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 2024 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC

3125 Birch Road, Suite B

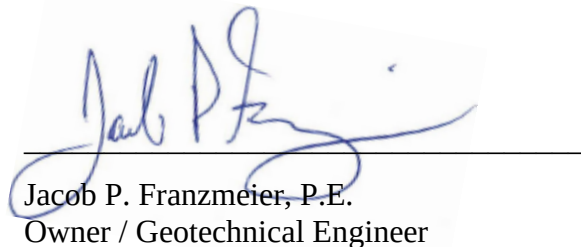
Suamico, WI 54173

Phone: 920-660-5246

Fax: 920-544-9693

Email: jake@bayareateesting.com

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



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

1/9/2024

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 2024 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 2024 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 2024 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 19 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 30 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Austin Dier, CET

Senior Engineering Technician

Austin has over 10 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.

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Ethan Bornick, CET

Senior Engineering Technician

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

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

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

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

4.2 BATC Approach

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

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

5.0 PREVIOUS PROJECTS

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

➤ 2011, 2016, 2019, 2020, 2021, 2022, and 2023 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin

BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.

Contracting Party: City of De Pere

Project Contact: Chase K. Kuffel

Contact Number: 920-339-4060

➤ Titletown Development Phase I and Phase II, Green Bay, Wisconsin

BATC is currently performing all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, fireproofing inspections, and construction observations.

Contracting Party: Sterling Development Group

Project Contact: Adam Bickoff

Contact Number: 201-207-9205

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

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

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

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

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- Aldon Station Infrastructure Construction, Village of Ashwaubenon, Wisconsin
BATC performed testing for the general contractor on a mass fill / utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Riverview Construction
Project Contact: Matt Athey
Contact Number: 920-609-1025
- 2021 Water and Sewer Construction, Village of Fox Crossing, Wisconsin
BATC performed testing for the general contractor on a large utility construction project including, but not limited to: soil compaction testing, and soil laboratory testing.
Contracting Party: David Tenor Corporation
Project Contact: Dave Tenor
Contact Number: 920-360-9246
- Bellevue TID #1 Phase 2, Contract A-22, Village of Bellevue, Wisconsin
BATC performed testing for the general contractor on a utility construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Dorner, Inc.
Project Contact: Matt Athey
Contact Number: 920-609-1025
- East Washington Street Reconstruction, City of Gillett, Wisconsin
BATC performed testing for the general contractor on a utility construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Dorner, Inc.
Project Contact: Adam Enderby
Contact Number: 920-857-0760
- Riverpoint Development, Multiple Phases, City of Manitowoc, Wisconsin
BATC performed testing for the general contractor on a site redevelopment construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Michels Foundations and Vinton Construction Company

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6.0 SUPPLEMENTAL FEE SCHEDULE

BATC FEE SCHEDULE 2024

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	\$80.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	\$120.00/Each
3.	Moisture Content of Soils (ASTM D2216)	\$10.00/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	\$50.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	\$50.00/Each
6.	Standard Proctor Test (ASTM D698)	\$125.00/Each
7.	Modified Proctor Test (ASTM D1557)	\$135.00/Each
8.	Hydrometer Test (ASTM D422)	\$100.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	\$190.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	\$250.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	\$275.00/Each
12.	Organic Content of Soils (D2974)	\$45.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	\$40.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	\$70.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	\$55.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	\$165.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	\$280.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	\$290.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	\$95.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	\$95.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	\$85.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	\$190.00/Test
23.	Visual Examination of Chert in Aggregate	\$50.00/Test

Asphalt Laboratory Testing Services

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

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	\$14.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$44.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$22.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$7.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$50.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$12.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$12.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$50.00/Each
35.	Case of Cylinder Molds	\$50.00/Case
36.	Mileage	\$0.50/Mile
37.	Nuclear Gauge Rental	\$20.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½day:\$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$20.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

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Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	\$63.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	\$68.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	\$47.00/hour
45.	Austin Dier, CET, Senior Engineer Technician	\$47.00/hour
46.	Ethan Bornick, CET, Senior Engineer Technician	\$47.00/hour
47.	Engineer Technician	\$40.00/hour
48.	Engineering Technician, Intern / Coop	\$40.00/hour
49.	Administrative Assistant	\$35.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2024 construction season. Further, if your project requires an additional test procedure to be performed that is not included in this fee schedule, feel free to contact our office for additional pricing. Any work performed on Saturdays will be billed at a rate of 2.0 times the rate listed on the fee schedule, including requested cylinder pick-ups. Any work performed on Sunday or Holidays will be billed at a rate of 4.0 times the rate listed on the fee schedule.

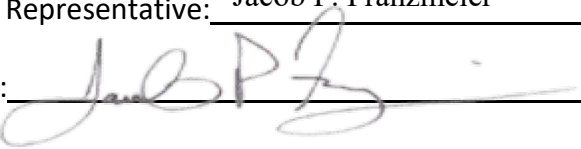
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC.

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$63.00	\$630.00
Project Engineer	HR	10	\$63.00	\$630.00
Staff Engineer	HR	50	\$68.00	\$3,400.00
Field Technician				
Senior Technician	HR	250	\$47.00	\$11,750.00
Technician	HR	300	\$40.00	\$12,000.00
Clerical	HR	50	\$35.00	\$1,750.00
Mileage	MI	7,500	\$0.50	\$3,750.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	16		
Laboratory Testing Services				
Standard Proctor	EA	1	\$125.00	\$125.00
Modified Proctor	EA	10	\$135.00	\$1,350.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$14.00	\$5,600.00
Concrete Compression Test (Cylinder by City)	EA	10	\$12.00	\$120.00
Handling of Backup Cylinders	EA	100	\$7.00	\$700.00
Aggregate Sieve Analysis	EA	10	\$80.00	\$800.00
Atterberg Limits	EA	1	\$50.00	\$50.00
Permeability, Granular Soils	EA	1	\$250.00	\$250.00
Permeability, Cohesive Soils	EA	1	\$275.00	\$275.00
Field Technician Services				
Sample Pickup	EA	1	\$50.00	\$50.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

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

**ECS MIDWEST, LLC***"Setting the Standard for Service"*

Geotechnical • Construction Materials • Environmental • Facilities

January 30, 2024

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

ECS Proposal No: 59:5786

Re: Soil Testing Services – 2024 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 2024 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 2024, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Troy Vetort".

Troy Vetort, P.E.
Construction Materials Department Manager

Proposed Fee Schedule

Company Name: ECS Midwest LLC

Company Address: 1280 Parkway Road

Company Address: Green Bay, Wisconsin 54304

Company Representative: Troy Vetort, P.E.

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$100.00	\$1,000.00
Project Engineer	HR	10	\$125.00	\$1,250.00
Staff Engineer	HR	50	\$85.00	\$4,250.00
Field Technician				
Senior Technician	HR	250	\$67.00	\$16,750.00
Technician	HR	300	\$60.00	\$18,000.00
Clerical	HR	50	\$45.00	\$2,250.00
Mileage	MI	7,500	\$0.80	\$6,000.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	4		
Laboratory Testing Services				
Standard Proctor	EA	1	\$155.00	\$155.00
Modified Proctor	EA	10	\$175.00	\$1,750.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$16.00	\$6,400.00
Concrete Compression Test (Cylinder by City)	EA	10	\$35.00	\$350.00
Handling of Backup Cylinders	EA	100	\$10.00	\$1,000.00
Aggregate Sieve Analysis	EA	10	\$100.00	\$1,000.00
Atterberg Limits	EA	1	\$90.00	\$ 90.00
Permeability, Granular Soils	EA	1	\$300.00	\$300.00
Permeability, Cohesive Soils	EA	1	\$375.00	\$375.00
Field Technician Services				
Sample Pickup	EA	1	\$65.00	\$65.00
Nuclear Density Gauge	½ DAY	100	\$25.00	\$2,500.00
Nuclear Density Gauge	DAY	5	\$50.00	\$250.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$400.00	\$2,000.00
Soil Boring	VF	150	\$24.00	\$3,600.00
Report	EA	1	\$2,000.00	\$2,000.00

ECS MIDWEST, LLC

TERMS AND CONDITIONS OF SERVICE

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

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

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

3.0 STANDARD OF CARE

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

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

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

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

4.0 CLIENT DISCLOSURES

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

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

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

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

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither 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 its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

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

8.0 UNDERGROUND UTILITIES

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

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

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

9.0 SAMPLES

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

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

10.0 ENVIRONMENTAL RISKS

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

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

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

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

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

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

11.0 OWNERSHIP OF DOCUMENTS

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

12.0 SAFETY

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

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1** CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2** Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3** ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4** ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

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

15.0 BILLINGS AND PAYMENTS

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

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

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

16.0 DEFECTS IN SERVICE

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

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

18.0 LIMITATION OF LIABILITY

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

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

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

19.0 INDEMNIFICATION

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

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

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

20.0 CONSEQUENTIAL DAMAGES

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

21.0 SOURCES OF RECOVERY

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

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

23.0 DISPUTE RESOLUTION

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

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

24.0 CURING A BREACH

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

25.0 TERMINATION

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

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

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

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

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

30.0 TITLES; ENTIRE AGREEMENT

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

< END OF TERMS AND CONDITIONS OF SERVICE >

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

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

Re: Proposal for Construction Material Testing Services
Proposed Soil Testing Services – 2024 Construction
De Pere, Wisconsin

Dear Mr. Rakers:

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

Project Description

It is understood that the 2024 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

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



Earthwork

- Observe site stripping to document that unsuitable fills, organic soils and existing building foundations, walls and slabs are removed and that exposed subgrades are suitable for placement of new fill or subbase materials.
- Perform moisture-density relationship testing in accordance with ASTM D698 (Standard Proctor) or ASTM D1557 (Modified Proctor) in order to determine the Proctor maximum dry density and optimum moisture content.
- Document in-place density of compacted fill soils in accordance with ASTM D2922 at the frequencies described in the project documents.

Concrete Observations and Testing

- Perform slump testing in accordance with ASTM C143.
- Perform air content testing in accordance with ASTM C231 for regular weight concrete.
- Record concrete and air temperature at the time cylinders are taken.
- Cast, cure and test cylinders.
- Transport cylinders to our facilities for laboratory curing.
- Perform compressive strength testing of concrete cylinder samples in accordance with ASTM C39.

Fees

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

Closing

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

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



Respectfully submitted,

Professional Service Industries, Inc.

ELECTRONIC COPY

Patrick Bray
Branch Manager

ELECTRONIC COPY

James M. Becco, P.E.
Regional Vice President

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

**PROPOSAL ACCEPTANCE:****AGREED TO, THIS _____ DAY OF _____, 2024****BY (please print):** _____**TITLE:** _____**COMPANY:** _____**SIGNATURE:** _____**PROJECT INFORMATION:**

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

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

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

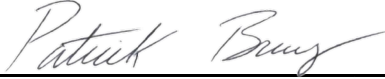
Proposed Fee Schedule

Company Name: _____ Professional Services Industries, Inc.

Company Address: _____ 3009 Vandebroek Rd.

Company Address: _____ Kaukauna, WI 54130

Company Representative: _____ Patrick Bray

Signature: _____ 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$75.00	\$750.00
Project Engineer	HR	10	\$75.00	\$750.00
Staff Engineer	HR	50	\$75.00	\$3,750.00
Field Technician				
Senior Technician	HR	250	\$50.00	\$12,500.00
Technician	HR	300	\$45.00	\$13,500.00
Clerical	HR	50	\$25.00	\$1,250.00
Mileage	MI	7,500	\$0.75	\$5,625.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	17		
Laboratory Testing Services				
Standard Proctor	EA	1	\$150.00	\$150.00
Modified Proctor	EA	10	\$175.00	\$1,750.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$14.00	\$5,600.00
Concrete Compression Test (Cylinder by City)	EA	10	\$20.00	\$200.00
Handling of Backup Cylinders	EA	100	\$14.00	\$1,400.00
Aggregate Sieve Analysis	EA	10	\$75.00	\$750.00
Atterberg Limits	EA	1	\$100.00	\$100.00
Permeability, Granular Soils	EA	1	\$350.00	\$350.00
Permeability, Cohesive Soils	EA	1	\$425.00	\$425.00
Field Technician Services				
Sample Pickup	EA	1	\$40.00	\$40.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$850.00	\$4,250.00
Soil Boring	VF	150	\$15.00	\$2,250.00
Report	EA	1	\$1,200.00	\$1,200.00



GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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



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

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON 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 the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

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

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

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

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

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

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

18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.
B-900-11(14)

9/17



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

February 1, 2024

Mr. Eric Rakers, P.E.
City Engineer

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

RE: Proposal for Geotechnical Services/Construction Materials Consulting
2024 Construction Season
City of De Pere, Wisconsin

Dear Mr. Rakers:

On behalf of American Engineering Testing Inc. (AET) we are pleased to submit our proposal for geotechnical and construction materials testing services for 2024. We are submitting the proposal in response to your Request for Proposal dated January 9, 2024.

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

We look forward to providing consulting services to you.

Sincerely,
American Engineering Testing, Inc.

Andrew Walters, P.E.
Regional Manager/ Sr. Engineer

Enclosures



February 1, 2024
Page 1 of 6

Proposal for Material Testing Services City of De Pere – 2024

Firm and Firm Representation

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

I, Andrew Walters, hereby certify that I am entitled to represent the firm.

A handwritten signature in blue ink that reads 'Andrew Walters'.

Andrew Walters, P.E.
Regional Manager/ Sr. Engineer

February 1, 2024

General Information

AET is a geotechnical and material testing engineering firm licensed to provide engineering services by the State of Wisconsin Attorney General (License No. 2832-11). AET currently operates 21 offices and has a staff of over 450 individuals across the Upper Midwest. In Wisconsin, AET operates out of three offices; Green Bay, Wausau, and Chippewa Falls. The services for the 2024 City of De Pere Material Testing contract will be provided from our office in Green Bay.

Statement of Qualification

AET is an employee-owned corporation providing geotechnical, environmental, materials and forensics consulting and testing services to public and private sector clients in a broad spectrum of industries. AET has also provided professional consulting services to municipalities over the Upper Midwest for over 30 years. We have worked as the City of Green Bay's construction materials testing consultant since 2012 and with the Village of Allouez since 2019.

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



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

Project Description

The City of De Pere is planning capital improvements throughout 2024. Based on our experience and our review of the Request For Proposal (RFP), we understand the construction materials testing and geotechnical services programs generally covers the following services:

- Backfill Testing – Testing backfill for sewer/water trenches, roadway construction, and structural fill. These tests will be performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.
- Subbase and Base Course Testing – This service is performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.
- Construction Inspection/Observation – This work may include review of subgrade soils exposed for pavement or building foundations, observation of proof rolling operations, pile driving inspection, and inspection prior to and during structural concrete placements. This work will be on an as-needed basis.
- Concrete Testing – This service may consist of:
 1. Concrete testing during placement as requested. Work shall be performed by an ACI Certified Concrete Technician (and/or WisDOT PCCTech I) and shall consist of casting cylinders, slump tests, air content, concrete temperature, and visual observation of placement.
 2. Compressive strength testing of concrete cylinders at 7 and 28 days or as requested.
 3. Compressive strength testing of masonry and mortar/grout cubes.
 4. Ready-mix concrete batch plant inspections.
- Asphalt Pavement Testing – This service may consist of asphalt extraction and asphalt content tests, and sieve analysis of aggregate for asphalt pavement samples to check the material conforms with the project specifications. Other related services may be requested to include; laboratory Marshall density testing, field density testing, and air void analysis. The frequency of testing will vary on a project-by-project basis and will be as requested.
- Geotechnical Engineering – This service will consist of performing geotechnical drilling, laboratory testing, and geotechnical report preparation for City street and utility reconstruction projects.

**Project Experience and References**

- Contacts: Ms. Jennifer McCartney Ms. Kristin Romanowicz
 City of Green Bay (920) 265-9638
 Green Bay, Wisconsin
 (920) 448-3093
2012-2023 Construction Materials Testing – City of Green Bay, Wisconsin
- Contact: Mr. Sean Gehin
 Village of Allouez
 Allouez, Wisconsin
 (920) 448-2802
2019-2023 Field and Laboratory Quality Control Testing – Village of Allouez, Wisconsin

Key Personnel

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

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

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

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

Subcontractors

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

**Additional Services**

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

Ground Penetrating Radar – Pavement and Forensic Analysis

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

Falling Weight Deflectometer

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

Vibration Monitoring

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

Petrographic Analysis

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

On-Call Approach

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

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



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

Rates

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

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

The unit prices provided will be in effect through the contract duration, December 31, 2024.

Turn-Around / Reports

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

AET provides verbal test results on site to the City's designated representative, and if approved, directly to the contractor. Laboratory test reports will be prepared as tests are completed. AET reports are distributed in electronic format (PDF) through our online Construction Hive. The Construction Hive is a personalized database an assigned user has control of to search, forward, download, or print selected reports.

Terms and Conditions

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

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



Jan. 30, 2024
Page 6 of 6

Construction Safety

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

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

Closing

We appreciate the opportunity to work with the City of De Pere.

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

Sincerely,

American Engineering Testing, Inc.

A handwritten signature in blue ink, appearing to read 'Andrew Walters', is written over a light blue circular stamp.

Andrew Walters, P.E.
Regional Manager/ Sr. Engineer

Attachments: Proposed Fee Schedule

Proposed Fee Schedule

Company Name: American Engineering Testing, Inc.

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

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

Company Representative: Andrew Walters, P.E. – Manager/ Engineer

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$155.00	\$1,550.00
Project Engineer	HR	10	\$155.00	\$1,550.00
Staff Engineer	HR	50	\$110.00	\$5,500.00
Field Technician				
Senior Technician	HR	250	\$99.00	\$24,750.00
Technician	HR	300	\$79.00	\$23,700.00
Clerical	HR	50	\$79.00	\$3,950.00
Mileage	MI	7,500	\$1.10	\$8,250.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	2.3		
Laboratory Testing Services				
Standard Proctor	EA	1	\$155.00	\$155.00
Modified Proctor	EA	10	\$170.00	\$1,700.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$27.00	\$10,800.00
Concrete Compression Test (Cylinder by City)	EA	10	\$27.00	\$270.00
Handling of Backup Cylinders	EA	100	\$27.00	\$2,700.00
Aggregate Sieve Analysis	EA	10	\$160.00	\$1,600.00
Atterberg Limits	EA	1	\$138.00	\$138.00
Permeability, Granular Soils	EA	1	\$320.00	\$320.00
Permeability, Cohesive Soils	EA	1	\$450.00	\$450.00
Field Technician Services				
Sample Pickup	EA	1	\$150.00	\$150.00
Nuclear Density Gauge	½ DAY	100	\$60.00	\$6,000.00
Nuclear Density Gauge	DAY	5	\$60.00	\$300.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$1,000.00	\$5,000.00
Soil Boring	VF	150	\$25.00	\$3,750.00
Report	EA	1	\$3,500.00	\$3,500.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #24-07 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking-Curb & Gutter and Sidewalk).

The Board of Public Works at the February 12, 2024 meeting approved award of Contract 24-19 Mudjacking Request for Proposal to Badger Concrete Lifting, LLC in the estimated amount of \$6,040 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso24-07 (PDF)
- Badger Concrete Lifting(Mudjacking)2-3-24-161-001-12 (PDF)
- Exhibit A-Badger Concrete Lifting, LLC (PDF)
- Exhibit B-Badger Concrete Lifting, LLC (PDF)
- 2024 0212 CI_BOPW_Award_24-19 (PDF)
- 2024 0201 CE_Project 24-19_Bid Tab (PDF)

RESOLUTION #24-07

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)

WHEREAS, the City is in need of mudjacking services at various locations within the City of De Pere; and

WHEREAS, Badger Concrete Lifting, LLC has available and offers to provide personnel and equipment necessary to accomplish the mudjacking services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking – Curb & Gutter and Sidewalk) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 2/12/2024

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the City of De Pere, Wisconsin, (“City”), and Badger Concrete Lifting, LLC, a Wisconsin limited liability company (“Contractor”).

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform concrete mudjacking services described in the City’s Request for Proposals, Project 24-19, Mudjacking – Curb & Gutter and Sidewalk Various Locations, dated January 12, 2024, attached and incorporated herein as Exhibit A. No standard terms or conditions of Contractor’s Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor’s proposal attached and incorporated herein as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

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

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

(A) Coverages must include the following extensions:
Comprehensive Form

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

(B) Limits of Liability:

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

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

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by 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 work safety and health and shall provide all safeguards, safety devices and protective equipment and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and

property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Badger Concrete Lifting, LLC
Attention: Kyle Schoenebeck
811 Severndroog Way
Green Bay, WI 54313-7482

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

(Signatures follow on Page 6 of 6)

Badger Concrete Lifting, LLC
Mudjacking – Curb, Gutter and Sidewalk
Page 5 of 6

BADGER CONCRETE LIFTING, LLC**CITY OF DE PERE**

By: _____
Kyle Schoenebeck, Owner

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

Anthony S. Wachewicz III, City Attorney

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JANUARY 12, 2024

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 24-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, February 1, 2024**, at which time they will be publicly opened and read aloud. The bid opening will occur virtually or in person. See the proposal forms and specifications for additional information.

Project 24-19 for which proposals are being sought includes the following approximate quantities:

- 10 LF Mudjacking Curb & Gutter
- 2,000 SF Mudjacking Sidewalk

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@deperewi.gov.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

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

Dated this 12th day of January, 2024.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 24-19

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 24-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mudjacking Curb & Gutter	LF	10*	\$	\$
SD-02	Mudjacking Sidewalk	SF	2,000*	\$	\$
TOTAL					\$

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of

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

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 24-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2022 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. OPENING BIDS

Bids will be opened at the time and place indicated in the Advertisement to Bid. The bid opening can viewed live via the GoToMeeting information shown below. An abstract of the amounts of the base bids and major alternatives, if any, will be made available to bidders after opening the bids.

The bid opening can be viewed live via GoToMeeting as follows:

<https://meet.goto.com/441204989>

You can also dial in using your phone.

United States (Toll Free): 1 866 899 4679

Access Code: 441-204-989

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

3. MUDJACKING

A. See Attached Section 32 01 20 Mudjacking.

B. The unit price for Mudjacking work includes:

1. Traffic Control
2. Provide grout holes
3. Provide and install grout
4. Clear grout holes and seal with cement

- C. Measurement: The City will measure Mudjacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.
- D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SD-01	Mudjacking, Curb & Gutter	LF
SD-02	Mudjacking, Sidewalk	SF

3. PROSECUTION AND PROGRESS

The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress. The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

A sample contractor's agreement is attached to this proposal for your consideration.

SECTION 32 01 20**MUDJACKING****PART 1 – GENERAL****1.1 SUMMARY****A. Section Includes**

1. Mudjacking Concrete
2. Mudjacking Hole Restoration
3. Clean-up

1.2 REFERENCES (Not Used)**1.3 SUBMITTALS****A. Grout mix design.****PART 2 – PRODUCTS****2.1 MATERIALS****A. Certified grout mix shall contain a minimum of 7 percent Portland Cement.****PART 3 – EXECUTION****3.1 MUDJACKING CONCRETE**

- A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.**
- B. The grout mix will have a consistency stiff enough to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.**
- C. The hole size for slab raising operations shall be a minimum of one inch (1") up to a maximum of two inches (2") in diameter.**
- D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.**

- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Engineer.

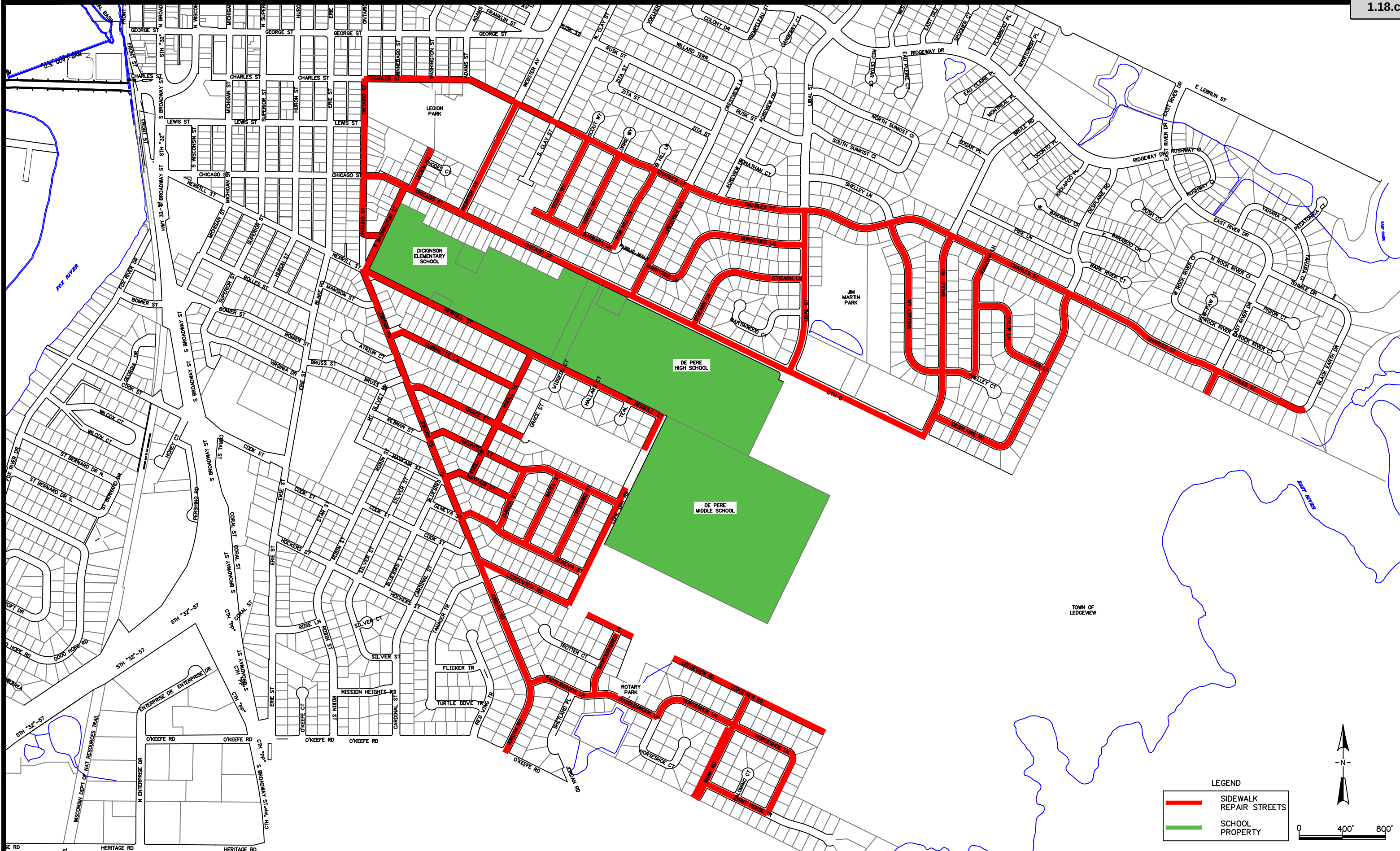
3.2 MUDJACK HOLE RESTORATION

- A. All jacking operation holes will be cleared of the grout mix and filled with a stiff 1:3 cement mix, which will be consolidated and finished smooth.
- B. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls.
- C. Prior to placement of the Portland Cement, the surface around the holes shall be damp.

3.3 CLEAN-UP

- A. Slabs raised shall be thoroughly scraped and swept after completion, but prior to patching.
- B. Surrounding grass areas adjacent to slab raising shall be left in a clean, non-debrised condition.

END OF SECTION



CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 24-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mudjacking Curb & Gutter	LF	10*	\$ 4.00	\$ 40.00
SD-02	Mudjacking Sidewalk	SF	2,000*	\$ 3.00	\$ 6,000.00
TOTAL					\$ 6,040.00

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that they are an authorized representative of

Badger Concrete Lifting LLC and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or their agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


(Signature of Bidder)

TITLE Owner

Kyle Schoenebeck
Print or Type Name of Bidder

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 12, 2024

RE: **Consideration and possible action on award of Project 24-19 Mudjacking – Request for Proposal***

The Engineering Department received a proposal for Project 24-19 Mudjacking on February 1, 2024. This work is for repairs to City sidewalk. The proposal is as follows:

Contractor	Amount
Badger Concrete Lifting, LLC	\$6,040.00

Even though there was only one bidder on this project, the unit prices for Badger Concrete Lifting, LLC have not increased since 2022. A comparison of unit prices for the low bid from the past three years is listed below:

Contractor	Mudjacking Curb & Gutter (LF)	Mudjacking Sidewalk (SF)
Badger Concrete Lifting, LLC (2024)	\$4.00	\$3.00
Badger Concrete Lifting, LLC (2023)	\$4.00	\$3.00
Badger Concrete Lifting, LLC (2022)	\$4.00	\$3.00

The allocated budget amount for the project from the capital improvement fund is \$9,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from Badger Concrete Lifting, LLC in the amount of \$6,040.

Attachments:

2024 0201 CE_24-19 Bid Tab (PDF)



**PROJECT 24-19
MUDJACKING PROPOSALS**

BIDDER NO. 1

Badger Concrete Lifting, LLC

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
SD-01	Mudjacking Curb & Gutter	LF	10	\$4.00	\$40.00
SD-02	Mudjacking Sidewalk	SF	2,000	\$3.00	\$6,000.00
TOTAL AMOUNT BID:					\$6,040.00

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

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #24-08 Authorizing Agreement for Payment for Relocation and Replacement of Municipal Utility Facilities associated with I41 and Generations Boulevard Interchange.

The Board of Public Works at the February 12, 2024 meeting approved an agreement for payment for relocation and replacement of municipal utility facilities associated with I41 and Generations Boulevard Interchange and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso24-08 (PDF)
- 2024_0212 CI_BOPW_SMA-WIsDOT_Utility_Relay (PDF)
- DT1575_City of De Pere_SEWR_1130-68-81_1130-68-42_617_2001928 (PDF)
- Sewer_Cost-617 (PDF)
- DT1575_City of De Pere_WATR_1130-68-81_1130-68-43_618_2001930 (PDF)
- Water_Cost-618 (PDF)

RESOLUTION #24-08

APPROVING MUNICIPAL AGREEMENTS WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION
FOR PAYMENT FOR RELOCATION OR REPLACEMENT OF MUNICIPAL UTILITY FACILITIES
LOCATED ON PUBLIC HELD LAND REQUIRED BY FREEWAY CONSTRUCTION
(Water and Sewer)

WHEREAS, Wis. Stats. § 84.295(4m), requires the state to pay 90% of eligible costs of the relocation or replacement of any municipal utility facilities required by the construction of any freeway undertaken by the State of Wisconsin Department of Transportation; and

WHEREAS, in anticipation of the construction of the I-41 and Generations Boulevard Interchange later this year, the City is required to relocate sanitary sewer and water main at Generations Boulevard and Innovation Court, as well as along French Road; and

WHEREAS, the Municipal Agreements for Payment for Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction, Utility Projects I.D. 1130-68-42 and I.D. 1130-68-43, as are attached hereto, provide estimates of the summary of cost distribution for the project to be updated once actual costs incurred by the City are known, with the state paying 90% and the City funding the remaining 10% and outline the responsibilities of each party to complete the project under the timeframe indicated therein; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the attached Municipal Agreements for Payment for Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Resolution #24-08

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February,
2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/12/2024

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

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

Date: February 12, 2024

RE: **Consideration and possible action on the Agreement for Payment for Relocation and Replacement of Municipal Utility Facilities associated with I41 and Generations Boulevard Interchange***

The Wisconsin Department of Transportation (WisDOT) will begin construction on the I41 and Generations Boulevard interchange this summer. The project will start by early fill placement in the interchange due to very poor subsoils under WisDOT Project ID 1130-68-81. WisDOT will be installing wicks throughout the early fill area to allow the soil to consolidate from a few inches to over a foot. In preparation, utility companies are required to move facilities prior to the fill placement. The City will need to move sanitary sewer and water main at the Generations Boulevard and Innovation Court intersection and along French Road. With the amount of settling that will occur in the early fill area, the water main will need to be out of the early fill area until the subsoils have settled. The water main will be relocated in two phases, with the water main being provided to Innovation Court from Generations Boulevard and to American 3Fab from French Road. After the early fill area has settled, staff will reconnect the two water mains to complete the water loop in 2025.

Staff is currently working with WisDOT on the final design and bidding the project. An estimate has been generated for the anticipated cost for relocation. The City is eligible to be reimbursed 90% of the cost for relocation of the sanitary sewer and water main. The attached agreements are based on this estimate but will be updated for the actual costs incurred by the City.

	WisDOT Cost	City Cost	Total Cost
Sanitary Sewer	\$121,657.50	\$13,517.50	\$135,175.00
Water Main	\$546,038.10	\$60,670.90	\$606,038.00

Funding for this will be added to the capital projects with the bonding resolution.

Staff recommends the Board of Public Works approve the agreements for utility reimbursement and forward to the Council for approval.

AGREEMENT FOR PAYMENT For Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction

Wisconsin Department of Transportation
DT1575 4/2023 s.84.295(4m) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and **City of De Pere**, hereinafter designated as the "MUNICIPAL UTILITY," for the payment for the relocation or replacement of certain municipal utility facilities on publicly held lands as required by the construction of the freeway project identified below.

Project Description Title: APPLETON - DE PERE Limits: SBC EARLY FILL & FRONTAGE ROADS Highway: LOC STR County: BROWN	Project ID(s) Design: 1130-63-01 Construction: 1130-68-81 Right of Way: 1130-63-21 UA No.: 617 Utility: 1130-68-42
Facility Type: Sewer	

For and in consideration of the acceptable relocation or replacement of the MUNICIPAL UTILITY facilities presently located on publicly held lands which must be modified to accommodate the construction of the above-identified freeway, the DEPARTMENT will pay an amount equal to 90% of the net cost incurred by the MUNICIPAL UTILITY for the actual removal, relocation, alteration or other rearrangement of the MUNICIPAL UTILITY facilities situated on the lands required to restore equivalent function as necessary and in kind, if feasible, of the affected segment of the MUNICIPAL UTILITY facility.

The work covered by this Agreement is set forth and made a part of the attached Exhibit. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination, if necessary, with the companion highway work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal MUNICIPAL UTILITY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the MUNICIPAL UTILITY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement.

It is further understood that:

- All salvage shall be credited to the project in the manner prescribed under the MUNICIPAL UTILITY's accounting procedure for work undertaken at the expense and volition of the MUNICIPAL UTILITY. When recovered materials are to be disposed of by sale as scrap, the MUNICIPAL UTILITY shall either have filed with the DEPARTMENT an acceptable statement outlining the MUNICIPAL UTILITY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
- A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated in accordance with s.645.117(h)(2) of the Code of Federal Regulations, Title 23. The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
- Work under this Agreement shall not start until the MUNICIPAL UTILITY has received written notice from the DEPARTMENT to proceed with the work. The MUNICIPAL UTILITY shall give prior notice to the appropriate DEPARTMENT Regional Transportation Office when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this Agreement must be covered by a written change order or any extra work order. **It is expressly understood and agreed that any work done by the MUNICIPAL UTILITY prior to authorization by the DEPARTMENT shall be at the MUNICIPAL UTILITY's sole expense.**

The MUNICIPAL UTILITY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the MUNICIPAL UTILITY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the Regional Director's prior approval.

The MUNICIPAL UTILITY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any MUNICIPAL UTILITY subcontractor if the work is performed in that manner.

The MUNICIPAL UTILITY agrees to maintain all records of costs incurred that are covered by this Agreement for a period of 3 years from the date of final payment for inspection by the DEPARTMENT and the Federal Highway Administration.

- Upon completion of the work contemplated under this Agreement, the MUNICIPAL UTILITY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the MUNICIPAL UTILITY custodian of such records. Invoice shall be submitted within one year of the completion of the companion highway project.

The MUNICIPAL UTILITY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, to offer prompt support for any item cited for review or be deemed to concur in the item's deletion or correction. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the agreed upon work including all damages, costs and expenses incurred by the MUNICIPAL UTILITY and arising from or necessitated by the work.

The MUNICIPAL UTILITY shall comply with the Buy America requirements specified under 23 U.S.C. Section 313, 23 CFR 635.410 and IIJA Pub. L. No. 117-58 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the MUNICIPAL UTILITY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Buy America Compliance*.

5. In connection with the performance of work under this contract, the MUNICIPAL UTILITY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the MUNICIPAL UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPAL UTILITY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
6. The execution of this Agreement by the DEPARTMENT shall not relieve the MUNICIPAL UTILITY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under sections 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No MUNICIPAL UTILITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

In accordance with section 84.295(4m)(d), Wisconsin Statutes, any entry upon or occupation of freeway right of way under this Agreement by a Metropolitan Sewerage District acting under section 66.24(5)(b), Wisconsin Statutes, shall be done in a manner acceptable to the DEPARTMENT.

7. The Agreement is not binding upon the parties until this document has been fully executed by the MUNICIPAL UTILITY and the DEPARTMENT.

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

WISCONSIN DEPARTMENT OF TRANSPORTATION

MUNICIPAL UTILITY

City of De Pere

(Municipal Utility Name)

(Contract Manager)

(Date)

(Print Name)

OFFICE OF THE GOVERNOR

(Governor of Wisconsin)

(Date)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

City of De Pere (UA 617) Conflicts
Design and Construction Cost Estimate
Construction ID 1130-68-81
Utility ID 1130-68-42

Item	Description	Quantity	Unit	Unit Price	Total
SS-01	Provide 12" PVC Sanitary Sewer (Natural Backfill)	680	LF	\$80.00	\$54,400.00
SS-02	Provide 8" PVC Sanitary Sewer Lateral	145	LF	\$75.00	\$10,875.00
SS-03	Provide 6" PVC Sanitary Sewer Lateral	10	LF	\$60.00	\$600.00
SS-04	Provide 12"X6" Sanitary Wye	1	EACH	\$200.00	\$200.00
SS-05	Provide 4' Diameter Sanitary Sewer Manhole	16	VF	\$450.00	\$7,200.00
SS-06	Provide 4' Diameter Sanitary Sewer Manhole with Temporary Flat Top	12	VF	\$460.00	\$5,520.00
SS-07	Connect to Existing Sanitary Sewer Pipe	1	EACH	\$500.00	\$500.00
SS-08	Abandoned/Remove Sanitary Sewer and Appurtenances	1	LS	\$5,000.00	\$5,000.00
SD-02	Unclassified Excavation (Fill Area)	180	CY	\$25.00	\$4,500.00
SD-03	Provide Asphaltic Concrete Pavement Restoration (3" depth).	192	SY	\$70.00	\$13,440.00
SD-04	Landscaping-Topsoil, Seed, Fertilizer and Mulch	265	SY	\$12.00	\$3,180.00
SC-01	Provide Silt Fence	325	LF	\$3.00	\$975.00
SC-03	Traffic Control	1	LS	\$500.00	\$500.00
SC-04	Traffic Control Detour Route	1	LS	\$1,250.00	\$1,250.00

Phase-1A Probable Construction Cost \$108,140.00

Contingency(5%) \$5,407.00

Engineering (20%) \$21,628.00

TOTAL: \$135,175.00

Municipal Utility is eligible for 90% reimbursement: TOTAL = \$121,657.50

AGREEMENT FOR PAYMENT For Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction

Wisconsin Department of Transportation
DT1575 4/2023 s.84.295(4m) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and **City of De Pere**, hereinafter designated as the "MUNICIPAL UTILITY," for the payment for the relocation or replacement of certain municipal utility facilities on publicly held lands as required by the construction of the freeway project identified below.

Project Description Title: APPLETON - DE PERE Limits: SBC EARLY FILL & FRONTAGE ROADS Highway: LOC STR County: BROWN	Project ID(s) Design: 1130-63-01 Construction: 1130-68-81 Right of Way: 1130-63-21 UA No.: 618 Utility: 1130-68-43
Facility Type: Water	

For and in consideration of the acceptable relocation or replacement of the MUNICIPAL UTILITY facilities presently located on publicly held lands which must be modified to accommodate the construction of the above-identified freeway, the DEPARTMENT will pay an amount equal to 90% of the net cost incurred by the MUNICIPAL UTILITY for the actual removal, relocation, alteration or other rearrangement of the MUNICIPAL UTILITY facilities situated on the lands required to restore equivalent function as necessary and in kind, if feasible, of the affected segment of the MUNICIPAL UTILITY facility.

The work covered by this Agreement is set forth and made a part of the attached Exhibit. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination, if necessary, with the companion highway work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal MUNICIPAL UTILITY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the MUNICIPAL UTILITY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement.

It is further understood that:

1. All salvage shall be credited to the project in the manner prescribed under the MUNICIPAL UTILITY's accounting procedure for work undertaken at the expense and volition of the MUNICIPAL UTILITY. When recovered materials are to be disposed of by sale as scrap, the MUNICIPAL UTILITY shall either have filed with the DEPARTMENT an acceptable statement outlining the MUNICIPAL UTILITY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
2. A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated in accordance with s.645.117(h)(2) of the Code of Federal Regulations, Title 23. The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
3. Work under this Agreement shall not start until the MUNICIPAL UTILITY has received written notice from the DEPARTMENT to proceed with the work. The MUNICIPAL UTILITY shall give prior notice to the appropriate DEPARTMENT Regional Transportation Office when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this Agreement must be covered by a written change order or any extra work order. **It is expressly understood and agreed that any work done by the MUNICIPAL UTILITY prior to authorization by the DEPARTMENT shall be at the MUNICIPAL UTILITY's sole expense.**

The MUNICIPAL UTILITY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the MUNICIPAL UTILITY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the Regional Director's prior approval.

The MUNICIPAL UTILITY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any MUNICIPAL UTILITY subcontractor if the work is performed in that manner.

The MUNICIPAL UTILITY agrees to maintain all records of costs incurred that are covered by this Agreement for a period of 3 years from the date of final payment for inspection by the DEPARTMENT and the Federal Highway Administration.

4. Upon completion of the work contemplated under this Agreement, the MUNICIPAL UTILITY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the MUNICIPAL UTILITY custodian of such records. Invoice shall be submitted within one year of the completion of the companion highway project.

The MUNICIPAL UTILITY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, to offer prompt support for any item cited for review or be deemed to concur in the item's deletion or correction. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the agreed upon work including all damages, costs and expenses incurred by the MUNICIPAL UTILITY and arising from or necessitated by the work.

The MUNICIPAL UTILITY shall comply with the Buy America requirements specified under 23 U.S.C. Section 313, 23 CFR 635.410 and IIJA Pub. L. No. 117-58 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the MUNICIPAL UTILITY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Buy America Compliance*.

5. In connection with the performance of work under this contract, the MUNICIPAL UTILITY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the MUNICIPAL UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPAL UTILITY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
6. The execution of this Agreement by the DEPARTMENT shall not relieve the MUNICIPAL UTILITY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under sections 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No MUNICIPAL UTILITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

In accordance with section 84.295(4m)(d), Wisconsin Statutes, any entry upon or occupation of freeway right of way under this Agreement by a Metropolitan Sewerage District acting under section 66.24(5)(b), Wisconsin Statutes, shall be done in a manner acceptable to the DEPARTMENT.

7. The Agreement is not binding upon the parties until this document has been fully executed by the MUNICIPAL UTILITY and the DEPARTMENT.

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

WISCONSIN DEPARTMENT OF TRANSPORTATION

MUNICIPAL UTILITY

City of De Pere

(Municipal Utility Name)

(Contract Manager)

(Date)

(Print Name)

OFFICE OF THE GOVERNOR

(Governor of Wisconsin)

(Date)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

City of De Pere (UA 618) Conflicts
Design and Construction Cost Estimate
Construction ID 1130-68-81
Utility ID 1130-68-43

Item	Description	Quantity	Unit	Unit Price	Total
W-01	Provide 12" PVC Water Main Restrained Joint (Granular Backfill)	205	LF	\$130.00	\$26,650.00
W-02	Provide 12" PVC Water Main (Natural Backfill)	2010	LF	\$100.00	\$201,000.00
W-03	Provide 12" PVC Water Main Restrained Joint (Natural Backfill)	450	LF	\$110.00	\$49,500.00
W-04	Provide 12" PVC Water Main Restrained Joint (Natural Backfill)-PHASE 2	350	LF	\$120.00	\$42,000.00
W-05	Provide 8" PVC Water Main (Natural Backfill)	15	LF	\$120.00	\$1,800.00
W-06	Provide 2" Corporation with Plug/Cap with 2" Galvanized Pipe	3	EACH	\$1,600.00	\$4,800.00
W-07	Provide 2" Corporation with Plug/Cap with 2" Galvanized Pipe-PHASE 2	1	EACH	\$1,700.00	\$1,700.00
W-08	Provide 12" Gate Valve	6	EACH	\$4,500.00	\$27,000.00
W-09	Provide 12" Gate Valve -PHASE 2	2	EACH	\$5,000.00	\$10,000.00
W-10	Provide 8" Gate Valve	1	EACH	\$3,200.00	\$3,200.00
W-11	Provide 6" Gate Valve	4	EACH	\$2,800.00	\$11,200.00
W-12	Provide 6" Gate Valve-PHASE 2	1	EACH	\$3,000.00	\$3,000.00
W-13	Provide Connection to Existing Water Main	5	EACH	\$1,500.00	\$7,500.00
W-14	Provide Connection to Existing Water Main-PHASE 2	2	EACH	\$1,600.00	\$3,200.00
W-15	Provide Hydrant (7.5' Bury)	1	EACH	\$6,600.00	\$6,600.00
W-16	Provide Hydrant (7.5' Bury)-PHASE 2	1	EACH	\$6,700.00	\$6,700.00
W-17	Provide Hydrant (6.5' Bury)	1	EACH	\$6,400.00	\$6,400.00
W-18	Provide Hydrant (6.0' Bury)	1	EACH	\$6,200.00	\$6,200.00
W-19	Provide Hydrant (5.5' Bury)	1	EACH	\$6,000.00	\$6,000.00
W-20	Provide Temporary Hydrant Extension	1	EACH	\$500.00	\$500.00
W-21	Provide 6" PVC Hydrant Lead	40	LF	\$100.00	\$4,000.00
W-22	Provide 6" PVC Hydrant Lead-PHASE 2	10	LF	\$110.00	\$1,100.00
W-23	Abandon/Remove Water Main and Appurtenances	1	LS	\$10,000.00	\$10,000.00
ST-01	Provide 18" CMP Temporary Culvert Storm Sewer (Natural Backfill)	90	LF	\$40.00	\$3,600.00
SD-02	Unclassified Excavation (Fill Area)	375	CY	\$25.00	\$9,375.00
SD-03	Provide Asphaltic Concrete Pavement Restoration (3" depth).	208	SY	\$70.00	\$14,560.00
SD-04	Landscaping-Topsoil, Seed, Fertilizer and Mulch	638	SY	\$12.00	\$7,656.00
SC-01	Provide Silt Fence	325	LF	\$3.00	\$975.00
SC-02	Polystyrene Insulation Board	260	LF	\$15.00	\$3,900.00
SC-03	Traffic Control	1	LS	\$1,230.00	\$1,230.00
SC-03A	Traffic Control-PHASE 2	1	LS	\$270.00	\$270.00
SC-04	Traffic Control Detour Route	1	LS	\$3,750.00	\$3,750.00

Phase-1A & 1B Probable Construction Cost \$417,396.00

Phase-2 Probable Construction Cost **\$67,970.00**

Subtotal \$485,366.00

Contingency(5%) \$24,269.00

Engineering (20%) \$97,074.00

TOTAL: \$606,709.00

Municipal Utility is eligible for 90% reimbursement: TOTAL = **\$546,038.10**

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

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #24-09 Authorizing Temporary Limited Easement Donation to Brown County for County Highway GV Project (Parcels WD-D0037-2 and WD-D0035-1).

The Board of Public Works at the February 12, 2024 meeting approved Temporary Limited Easement (TLE) Donation for Parcels WD-D0037-2 and WD-D0035-1 to Brown County for CTH GV Project and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

As part of the Southern Bridge construction project, Brown County is seeking a Temporary Limited Easement for a portion of City property for construction and pedestrian purposes as outlined and set forth in the attached packet of documents. Staff and legal have reviewed this request and documents and have no objections to the donation, especially since the cost to the City would increase without the donation because of the cost-sharing arrangement and formulas between all of the governmental units funding and paying for the project.

ATTACHMENTS:

- Reso24-09 (PDF)
- 1. Donation Documents (sent 1-19-24) (PDF)

RESOLUTION #24-09

AUTHORIZING TEMPORARY LIMITED EASEMENT DONATION
TO BROWN COUNTY FOR COUNTY HIGHWAY GV PROJECT
(Parcels WD-D0037-2 and WD-D0035-1)

WHEREAS, as part of the Southern Bridge construction project, Brown County is seeking a Temporary Limited Easement for a portion of City property, valued at \$1,300.00 by an appraisal, for construction and pedestrian purposes in connection with needed improvements to County Highway GV; and

WHEREAS, in consideration of the cost-sharing arrangement and formulas, it is determined to be in the best interest of City to donate the necessary property to advance this project, pursuant to the terms and conditions of the attached Donation Recommendation and Approval and Temporary Limited Easement documents attached hereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves the donation of a portion of Parcels WD-D0037-2 and WD-D0035-1 to Brown County in advancement of the Southern Bridge Project for improvements to County Highway GV and authorizes the Mayor to execute all necessary documents, including the attached Donation Recommendation and Approval and Temporary Limited Easement.

BE IT FURTHER RESOLVED THAT:

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

Resolution #24-09

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/12/2024



January 19, 2024

Via Email

City of De Pere
 Attn: Anthony S. Wachewicz III, City Attorney
 335 S. Broadway Street
 City of De Pere, WI 54115

Eau Claire Office
 1802 Warden Street
 Eau Claire, WI 54703

**Re: Project ID: GV-14 Pedestrian Facility
 French Rd to Lawrence Dr
 City of De Pere
 CTH GV, Brown County
 Parcel # 1, Pedestrian Facility Parcel**

CORRE, Inc. has been retained by Brown County to provide real estate acquisition services for the above referenced project. The City notified me on January 19, 2024 via email that they are open to donating the property needed for the highway project. This letter outlines the acquisition needed for that portion of property the City has expressed interest in donating and that is needed for the improvement of County Highway GV in Brown County.

Due to changes in Wisconsin Law, an Agency cannot acquire by condemnation any interests for installing or extending a sidewalk or multi-use path, referenced on this project as Pedestrian Facilities. The acquisition for the pedestrian facility portion of the highway project involves the following:

- **30,863 Square Feet of Temporary Limited Easement (TLE):** A TLE means that you still own the property, but the County has the right to use the property for construction purposes. No permanent improvements will be placed on the property. The TLE terminates at the time construction of the project is complete.

Please find enclosed the following documents for your review:

- Property Owner Rights- Limitations to Condemnation Memo
- Right of Way Plat;
- Names of neighboring landowners affected by the project;
- Legal description of the land and/or interest(s) needed for the project;
- Statement to Construction Engineer Form;
- Donation Recommendation and Approval Form;
- Temporary Limited Easement (TLE).

Based on the fair market value of your affected interests, Brown County has determined the acquisition to be worth: **\$1,300.00**. An allocation of the values determined by the County's appraisal is as follows:

Allocation		Description	Size	Unit	Per Unit	Value (\$)
TLE			30,863	SF	\$0.13	\$1,286.00
Rounding						\$14.00
Total Allocation						\$1,300.00

If you wish to enter into a donation agreement with Brown County, please complete and sign the documents noted on the following page and return them to me.

1. **Statement to Construction Engineer Form:** If there are items you would like the construction engineer to be made aware of, please note them on the form under "Owner Concerns" and sign and date the form. If you have no concerns, write "None" on the form, and sign and date the form. This form will be reviewed and approved by Brown County.
2. **Donation Recommendation and Approval Form:** This form needs to be signed and dated by all owners. This verifies that you understand what the County believes the acquisition to be worth, that you understand the County does not have condemnation authority for this acquisition, and that you intend to donate the necessary acquisition.
3. **Temporary Limited Easement (TLE):** Each person whose name is on the conveyance must sign, and each signature must be notarized. This means the conveyance must be signed in the presence of a notary public (available at a bank or the courthouse).

If you have any questions about the project or acquisition process, please contact me at 715-450-0898 (cell), 608-826-6129 (direct), or via email at mmunden@correinc.com.

Respectfully,
CORRE, Inc.



Megan Munden
As Consultant Real Estate Agent for Brown County
Enclosures

2198 GLENDALE AVENUE
GREEN BAY, WI 54303
PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: BC_Highway@browncountywi.gov

PAUL A. FONTECCHIO, P.E.
HIGHWAY COMMISSIONER

MEMO

TO: Brown County Landowners

FROM: Paul Fontecchio, P.E.

RE: Property Owner Rights – Limitations to Condemnation

DATE: April 5, 2023

This memo provides additional information on the limitations to the use of condemnation per Wisconsin Statute § 32.015. This statute states:

32.015 Limitations. Property may not be acquired by condemnation to establish or extend

- a recreational trail;
- a bicycle way, as defined in s. 340.01 (5s);

340.01 (5s) "Bicycle way" means any path or sidewalk or portion thereof designated for the use of bicycles, electric scooters, and electric personal assistive mobility devices by the governing body of any city, town, village or county.

- a bicycle lane, as defined in s. 340.01 (5e);

340.01 (5e) "Bicycle lane" means that portion of a roadway set aside by the governing body of any city, town, village, or county for the exclusive use of bicycles, electric scooters, electric personal assistive mobility devices, or other modes of travel where permitted under s. 349.23 (2) (a), and so designated by appropriate signs and pavement markings.

- or a pedestrian way, as defined in s. 346.02 (8) (a).

346.02 (8) (a) APPLICABILITY TO PEDESTRIAN WAYS. All of the applicable provisions of this chapter pertaining to highways, streets, alleys, roadways and sidewalks also apply to pedestrian ways. A pedestrian way means a walk designated for the use of pedestrian travel.

In addition, the Wisconsin District III Court of Appeals decided Sojenhomer LLC v. Village of Egg Harbor (2021AP1589) on March 14, 2023, and held, "In sum, we conclude that the term "pedestrian ways" in Wis. Stat. § 32.015 includes sidewalks because a sidewalk is a walk designated for pedestrian travel..."

Based on this recent limitation to the use of condemnation per Wis. Stat. § 32.015, the Brown County Highway Department will continue to follow the condemnation procedures under Wis. Stat. § 32.05 for highway purposes only (but not for recreational trails, bicycle ways, bicycle lanes, or pedestrian way/sidewalk purposes).

The Highway Department may ask the landowner to sell additional land for the use of recreational trails, bicycle ways, bicycle lanes, or pedestrian ways/sidewalks as part of a separate request (in addition to the right-of-way land acquisition needed for the roadway).

You as a landowner have the right to say “no” to the Highway Department’s (or Municipality’s) request to buy additional land for the purposes of establishing recreational trails, bicycle ways, bicycle lanes, or pedestrian ways/sidewalks.

If land was acquired for the roadway, and a price per square foot was determined for that acquisition, this price will be the Highway Department’s starting point for compensation for additional land sales for the purposes described in Wis. Stat. § 32.015.

For such a transaction to occur, the landowner and the Highway Department must **both** voluntarily agree to a price for the sale of the land to be used for recreational trails, bicycle ways, bicycle lanes, or pedestrian ways/sidewalks.

If you have any questions or concerns, please contact me at (920) 662-2170
or via email at paul.fontecchio@browncountywi.gov

or

Brown County Corporation Counsel David Hemery at (920) 448-4006
or via email at david.hemery@browncountywi.gov.

NOTES:

THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

R/W PROJECT NUMBER: GV-14

SHEET NUMBER: 1

TLE ACQUISITION EXHIBIT
FRENCH ROAD TO LAWRENCE DRIVE
CITY OF DE PERE

CTH GV

BROWN COUNTY

THAT PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP 8280, BEING IN GOVERNMENT LOT TWO (2), SECTION THIRTY-ONE (31), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE TWENTY (20) EAST, CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

CITY

LOT 1
CSM 9168
DOC 2897145

GOV.
LOT 1

INNOVATION CT

STORM SEWER EASEMENT
DOC 2584032

TAX PARCEL ID: WD-D0037-1

LOT 1
CSM 8280
V58 P41-44
DOC 2610551

OF

OUTLOT 1
CSM 8280
V58 P41-44
DOC 2610551

LOT 2
CSM 8236
V57 P255-258
DOC 2584032

TLE - SLOPING
30863 SQ. FT.

GOV.
LOT 2

TAX PARCEL ID: WD-D0037-2

SOUTH CORNER
LOT 1 CSM 8280

SOUTHBRIDGE RD

STORMWATER POND

TAX PARCEL ID: WD-D0035-1

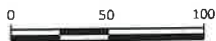
DE PERE

LOT 1
CSM 2316
V10 P329-332
DOC 968553

BLDG

GN

SCALE, FEET



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE COUNTY.

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
1	CITY OF DE PERE	TLE	30863

THIS MAP WAS PREPARED BY JT ENGINEERING FOR BROWN COUNTY

THIS MAP IS APPROVED FOR THE BROWN COUNTY.

SIGNATURE:

DATE: 11/28/23

PRINT NAME:

Paul Fontecchio

STATEMENT TO CONSTRUCTION ENGINEER

REBP1528 05/2023 s. 84.09 Wis. Stats.

Copies to: project engineer and owner

Owner Name(s) City of De Pere	Property Address Northeast side of Southbridge Road City of De Pere, Wisconsin	Area code - phone Home: Cell: Work:
	Mailing Address 335 S. Broadway St. De Pere, WI 54115	
Tenant, if any	Property Address Northeast side of Southbridge Road City of De Pere, Wisconsin	Area code - phone Home: Cell: Work:
	Mailing Address	

- **The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail.** Wis. Stat. s. 32.015 states, "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01 (5s); a bicycle lane, as defined in s. 340.01 (5e); or a pedestrian way, as defined in s. 346.02 (8) (a)."
- **All commitments agreed upon between negotiator and property owner are listed below.**
- **All commitments are subject to approval of Brown County.**
- **Basic concepts of construction project have been explained to owner.**
- **No other commitments, either verbal or implied, are valid.**

Commitments made (fences, driveways, trees, drainage or other items):

Other matters of interest and owner concerns:

In executing this document, the undersigned affirms that he/she is duly authorized by the **City of De Pere** to execute this document.

City of De Pere

Signature _____ Date _____

Print Name & Title _____

Signature _____ Date _____

Print Name & Title _____

Negotiator Signature _____ Date _____

Megan Munden

Print Negotiator Name _____

Project ID
GV-14 Pedestrian FacilityCounty
BrownParcel No.
1

DONATION RECOMMENDATION AND APPROVAL

REBP1896 05/2023

Brown County

Owner
City of De Pere

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	Please see attached TLE Worksheet	30,863	Sq Ft	\$0.13	\$1,286.00
Rounding					\$14.00
Total Estimated Value of Donation					\$1,300.00

The undersigned owner(s) of the above lands declare an intent to donate/dedicate said lands.

The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail. Wis. Stat. s. 32.015 states, "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01 (5s); a bicycle lane, as defined in s. 340.01 (5e); or a pedestrian way, as defined in s. 346.02 (8) (a)."

It is intended that the instrument of conveyance (Temporary Limited Easement) will be executed upon presentation by agents or representatives.

In executing this conveyance, the undersigned affirms that he/she is duly authorized by the **CITY OF DE PERE** to execute this document.

Owner Signature _____ Date _____

Owner Signature _____ Date _____

Print Name and Title _____

Print Name and Title _____

APPROVING AUTHORITY RECOMMENDATION:

Agent Signature _____ Date _____

Print Name _____

APPROVING AUTHORITY APPROVAL:

Management Signature _____ Date _____

Print Name _____

Project
GV-14 Pedestrian Facility

County
Brown

Parcel
1

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
 Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
 REBP1577 05/2023

THIS EASEMENT, made by **City of De Pere, a Wisconsin municipal corporation**, GRANTOR, conveys a temporary limited easement as described below to **Brown County**, GRANTEE, for the sum of **One Thousand Three Hundred and 00/100 Dollars (\$1,300.00)** for the purpose of **road construction**.

Other persons having an interest of record in the property: **None**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

In executing this document, the undersigned affirms that he/she is duly authorized by the **City of De Pere, a Wisconsin municipal corporation** to execute this document.

City of De Pere, a Wisconsin municipal corporation

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

This space is reserved for recording data

Return to
 CORRE, Inc.
 Attn: Megan Munden
 1802 Warden Street
 Eau Claire, WI 54703

Parcel Identification Number/Tax Key Number
 WD-D0037-2; WD-D0035-1

Date

State of Wisconsin)
) ss.
 _____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ____ Physically in my presence. **OR** ____ In my presence involving the use of communication technology.

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

Project ID
 GV-14 Pedestrian
 Facility

This instrument was drafted by Megan Munden, CORRE, Inc., on behalf of Brown County

Parcel No.
 1

LEGAL DESCRIPTION

A Temporary Limited Easement (TLE) is a right for sloping, construction, and grading purposes as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation the highway authorities may deem desirable. All TLEs expire at the completion of the construction project for which this instrument is given.

Parcel located part of Outlot 1 of Certified Survey Map 8280, being in Government Lot 2, Section 31, T 23 N, R 20 E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

BEGINNING at the Southwest Corner of said Outlot 1(aka the southwest corner of Lot 1 of said CSM 8280);

Thence N 30°05'00" E, 415.33 feet along the west line of said Outlot 1;

Thence S 62°41'37" E, 135.94 feet along the north line of Outlot 1 and its extension southeasterly;

Thence S 26°49'02" W, 27.01 feet;

Thence S 79°26'47" W, 127.17 feet;

Thence S 29°42'51" W, 273.39 feet;

Thence S 53°00'29" E, 204.26 feet;

Thence S 57°55'34" E, 236.76 feet;

Thence S 31°32'47" W, 6.91 feet to the north right of way line for CTH GV;

Thence N 59°09'25" W, 289.19 feet along said north right of way line;

Thence N 60°46'16" W, 192.65 feet along said north right of way line to the **POINT OF BEGINNING**.

Said parcels contain 30,863 square feet of easement, more or less.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #24-10 Approving Agreement between St. Norbert College and the City of De Pere regarding Garbage and Recycling Collection Services.

The Board of Public Works at the February 12, 2024 meeting approved authorizing an agreement with St. Norbert College for garbage and recycling collection services and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso24-10 (PDF)
- SNC solid waste and recycling collection agreement FINAL_ (PDF)
- SNC Campus Site Plan - Houses Needing Garbage Pickup Request 2-6-2024 (PDF)
- Consider SNC Request for Garbage & Recycle Collection 2-6-2024 (PDF)

RESOLUTION #24-10

APPROVING AGREEMENT BETWEEN ST. NORBERT COLLEGE AND THE CITY OF DE PERE
REGARDING GARBAGE AND RECYCLING COLLECTION SERVICES

WHEREAS, St. Norbert College ("SNC") desires to enter into a cooperative agreement with the City for the receipt and provision of garbage and collection services for SNC's off-campus properties located within the City; and

WHEREAS, SNC and the City are parties to various other agreements that provide for the sharing of services or facilities amongst the parties in the interest of efficiency and collaborative efforts; and

WHEREAS, pursuant to SNC's request, the City is willing to provide garbage and recycling collection services on a long-term basis to SNC's off-campus properties within City's jurisdiction according to the terms and conditions of the attached Agreement Between SNC and the City Regarding Garbage and Recycling Collection Services; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement Between St. Norbert College and the City of De Pere Regarding Garbage and Recycling Collection Services, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Resolution #24-10

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/12/2024

**AGREEMENT BETWEEN ST. NORBERT COLLEGE AND THE CITY OF DE PERE
REGARDING GARBAGE AND RECYCLING COLLECTION SERVICES**

This Agreement ("Agreement") is made this ____ day of _____, 2024 ("Effective Date"), by and between St. Norbert College ("SNC") and the City of De Pere ("City"), a Wisconsin municipal corporation, individually referred to herein as "party" and collectively referred to herein as "parties."

WHEREAS, SNC and City desire to enter into a cooperative agreement for the receipt and provision of garbage and recycling collection services for properties within the City; and

WHEREAS, City operates De Pere Public Works, which provides garbage and recycling collection services through its Street Division, amongst various other municipal services; and

WHEREAS, SNC is a private college located within the jurisdictional boundaries of the City that provides educational services to its students and owns various off-campus properties; and

WHEREAS, City and SNC are parties to various other collaborative agreements that may provide for the sharing of services or facilities amongst the parties; and

WHEREAS, pursuant to SNC's request, the City is willing to provide garbage and recycling collection services on a long-term basis to SNC's off-campus properties within the City's jurisdiction as set forth in this Agreement.

NOW THEREFORE, IT IS AGREED, by and between the parties as follows:

1. **GARBAGE AND RECYCLING COLLECTION SERVICES.** City shall provide garbage and recycling collection services to SNC off-campus properties set forth in Exhibit A, which is incorporated herein by reference. In consideration of the City providing these properties garbage and recycling collections services, SNC shall pay the City \$596.85 for each property, which includes the collection, landfill and administrative fees for said services. The total cost SNC shall pay City for garbage and recycling collection services for 2024 shall equal \$24,470.85, which is determined by multiplying 41 properties and/or units by the per property cost of \$596.85. This initial payment shall be made within thirty (30) days of the execution of this Agreement.

Thereafter, the City's Public Works Director shall annually determine the costs of providing garbage and recycling collection services. These costs will be determined by including, but not limited to, the following costs: actual budgeted costs for

- garbage/refuse collection, actual budgeted costs for recycling collection, actual budgeted truck replacement costs, contracted landfill fees set by Brown County, and administrative fees. City shall issue an annual invoice by December 31st for the costs of providing the services for the following year, which shall be paid in full by SNC no later than January 31st. SNC shall notify the City by December 1st of each year of the location and number of properties and/or units needing garbage and recycling services for the following year including without limitation the addition or deletion of any property or unit. This notification is subject to the written approval of the City's Public Works Director in their sole discretion.
2. **CART PURCHASES.** In addition to the services and payment described in Section 1, SNC shall purchase eighty-two (82) carts from City in the total amount of \$9,020.00, which is determined by multiplying 82 carts by the individual cost of \$110.00 per cart for 2024. City shall invoice SNC for the cost of the cart purchases and SNC shall pay the invoice within thirty (30) days of receipt. Thereafter, SNC shall purchase required carts pursuant to the annual fee determined by the City. If any cart is damaged, other than by the City, so that it is unusable, then SNC shall be required to purchase a new cart for collection services.
 3. **BULK PICK UP AND OVERFLOW TAGS.** City shall not provide curbside bulky pickup or allow bulky drop off at the Municipal Service Center (MSC) for SNC under this Agreement. SNC shall pay for any additional fees for overflow tags, if necessary or requested by SNC, subject to the set rate and collection services requirements determined by the City.
 4. **TERM OF AGREEMENT.** This Agreement shall be for a period of one year from the Effective Date of this Agreement. This Agreement shall automatically renew on a yearly basis and is subject to the termination provisions in Section 5.
 5. **INDEMNIFICATION.**
 - a. SNC agrees to hold harmless, defend and indemnify City from and against any and all claims, damages, liabilities and expenses of any type whatsoever, including reasonable attorney's fees, arising out of City's provision of services as provided under this Agreement, except to the extent that such claims, damages, liabilities and expenses arise from City's intentional tort, malicious act or willful act. This obligation shall survive the termination of this Agreement.

- b. Notwithstanding any other provision of this Agreement, nothing contained herein is intended to waive or estop either the City or its insurers from relying upon the limitations, defenses and immunities contained within §§ 345.05 and 893.80 of the Wisconsin Statutes. To the extent indemnification is available and enforceable, the City or its insurers shall not be liable in indemnity contribution or otherwise for an amount greater than the limits of liability of municipal claims under Wisconsin law.
- c. In the event one party receives notice of claim relating in any way to the subject matter of this Agreement, such party shall promptly notify the other party in writing of such claim.
6. **TERMINATION.** Either party may terminate this Agreement at any time for any reason upon sixty (60) days written notice to the other party.
7. **LEGAL COMPLIANCE.** SNC shall comply with all federal, state, and municipal laws and regulations and shall comply with the City's solid waste and recycling ordinance.
8. **NO ASSIGNMENT.** This Agreement shall bind the parties and their respective successors of operation by law but shall not be otherwise assignable by either without the written consent of the other.
9. **NOTICES.** Any notification required or needed under this Agreement shall be sent to the following:
- | | |
|----------------------------------|-----------------------------------|
| <u>If to City:</u> | <u>If to St. Norbert:</u> |
| City of De Pere | St. Norbert College |
| Attention: Public Works Director | Attention: Director of Facilities |
| 925 South Sixth Street | 100 Grant Street |
| De Pere, WI 54115 | De Pere, WI 54115 |
10. **INVALID PROVISIONS.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
11. **HEADINGS.** The headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

12. **NO WAIVER; REMEDIES.** No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
13. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.
14. **IMMUNITY.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.
15. **CONTROLLING LAW.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of law provisions.
16. **ENTIRE AGREEMENT.** This Agreement constitutes the parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both parties, except as otherwise provided herein.
17. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
18. **COUNTERPARTS.** This Agreement may be executed in several counterparts, and the signatures on this Agreement may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable contract.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have entered this Agreement.

ST. NORBERT COLLEGE

Name, Title

Date:_____

ATTEST:

Name, Title

Date:_____

CITY OF DE PERE

James G. Boyd, Mayor

Date:_____

ATTEST:

Carey E. Danen, City Clerk

Date:_____

EXHIBIT A

St. Norbert College Off-Campus Properties

INSERT MAPS

BUILDING DIRECTORY

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



EXISTING CAMPUS PLAN
JANUARY 13, 2017

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members

From: Scott J. Thoresen, Director of Public Works

Date: February 6, 2024

RE: Consider and Possible Action Regarding St. Norbert College Request for Garbage & Recycle Collection*

The City has received a request from St. Norbert College (SNC) for garbage and recycle collection for houses owned by SNC (See attached map). SNC in the past would provide this service for their properties with their own staff. SNC has decided moving forward they are not going to provide this service therefore is the reason for the request. The City evaluated and determined we can provide this service to SNC for 41 units since we are in the area collecting for neighboring residents. If the City were to provide this service we would need to charge for this service. The 2024 costs for this service based off 41 units would be \$596.85 annually per unit which would amount to a total cost of \$24,470.85. These fees are based off of City's 2024 annual budget for garbage collection, recycling collection, truck replacement costs, and contracted landfill fees. In addition, there is a 10% administrative fee charged. The total cost for 2024 would need to be prorated pending when the collection service begins. SNC has been made aware of these charges and at this time is interested in the services for the costs mentioned above. SNC has been informed an agreement would need to be entered into with the City. Our City Attorney will be drafting an agreement to be presented to Council at the February 20th Council meeting. The agreement would contain the following:

- City would charge SNC for garbage and recycling collection. The 2024 costs per unit would be \$596.85. The costs would increase annually based on the City's adopted annual budget and landfill fees. Annual costs would be provided to SNC by the Director of Public Works. Fees would need to be paid by January 31st of each year the services are provided.
- Annually, SNC would be required to provide the City the amount of units needing garbage and recycling collection services.
- SNC needs to comply with the City's solid waste and recycling ordinance.
- SNC would need to purchase large garbage and recycle carts for each unit. Fees for carts are annually set by the Council. The 2024 fees are \$110 each for cart.
- The City would not provide curbside bulky pickup or bulky drop off at the MSC.
- SNC would pay additional fees for overflow tags if need be. The 2024 rate for overflow tags is \$3.00 which would allow an additional two (2) 13-gallon trash bags for collection.

Staff recommends providing garbage and recycling collection services to SNC provided an agreement is signed between the City and SNC.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #24-11 Authorizing Extension of Consulting Services Agreement Between the City of De Pere and Robert E. Lee and Associates, Inc. (2024 Consulting Services).

The Board of Public Works at the February 12, 2024 meeting approved authorizing an extension of Consulting Services for 2024 with Robert E. Lee and Associates, Inc. and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso24-11 (PDF)
- Extension of Consultant Agreement-REL & Associates2-12-24-189-003-19 (PDF)
- Exhibit B-REL (PDF)
- 2024_0212- CI_BOPW_Consulting_Services_Extension (PDF)
- AG12282023A_2024 Contract Eng Services_De Pere_Amended Rates (PDF)

RESOLUTION #24-11

AUTHORIZING EXTENSION OF CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2024 Consulting Services)

WHEREAS, the City and Robert E. Lee & Associates are parties to an Agreement for Consulting Services dated February 28, 2020, with Extensions thereto dated January 19, 2021, January 10, 2022, and November 21, 2022, providing for limited consulting services on an as-needed basis for City's construction projects, for services which exceed City staff availability or expertise; and

WHEREAS, the City and Robert E. Lee & Associates, Inc. wish to extend said Agreement for City's 2024 construction projects, as well as to allow Consultant to continue its work on larger, longer-term pending projects for which Consultant is currently engaged, upon the terms and conditions of the attached Extension of Consulting Services Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Extension of Consulting Services Agreement Between the City of De Pere and Robert E. Lee & Associates, Inc., 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.

Resolution #24-11

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/12/2024

**EXTENSION OF CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2024 Consulting Services)**

THIS EXTENSION is entered into this ____ day of _____, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant"), collectively referred to as the "Parties."

WHEREAS, the City and Consultant are parties to a Consulting Services Agreement dated February 28, 2020, and Extensions thereto dated January 19, 2021, January 10, 2022, and November 21, 2022, for the provision of limited consulting services for construction projects that exceed City staff availability or expertise (collectively "the Agreement"); and

WHEREAS, the Parties wish to extend the Agreement to continue Consultant's provision of limited consulting services for City's 2024 construction projects, as well as to allow Consultant to continue its work on larger, longer-term outstanding projects for which Consultant is currently engaged, for a subsequent yearly term as provided herein by mutual consent.

NOW THEREFORE, the Parties hereby agree to renew and extend the Agreement between them as follows:

1. The term of the Agreement is hereby extended to include City's 2024 construction projects.
2. Exhibit B to the Agreement shall be deleted in its entirety and replaced with Exhibit B attached hereto to include 2024 Labor Rates.
3. Unless specifically modified in this Extension, all other provisions of the Agreement shall remain in full force and effect.

Dated this ____ day of _____, 2024.

ROBERT E. LEE & ASSOCIATES, INC.

By:

CITY OF DE PERE

By:

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

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Agreements\2024\Consultant Agreements\Extension of Consultant Agreement-REL & Associates2-12-24-189-003-19.docx

January 4, 2024

Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: Amendment for 2024 Consulting Services

Dear Mr. Rakers:

REL is providing a summary of our 2024 standard labor rates for the purpose of amending REL's existing engineering consulting contract with the City of De Pere into 2024 to continue to serve the City with ongoing engineering needs. Rates provided include the categories as previously requested by the City, along with our standard rates for other individuals that may be resources for the City of De Pere to utilize in 2024. As a means to amend our existing Consulting Services agreement, REL proposes to complete services in 2024 under current terms and conditions of our agreement, with the exception of the attached rate adjustment.

As in 2023, REL is able to continue supporting the ongoing TDS fiber installation project. The rate for this position is specifically labeled as Utility Coordinator on the attached rate sheet. Should additional resources be needed to help coordinate the TDS project, REL will make them available at those individuals' appropriate labor rate.

We value the relationship we have developed with the City of De Pere and appreciate the opportunity to continue working with the City to fulfill your contracted engineering services in 2024 and beyond. Should you need any additional information to complete this amendment, please do not hesitate to contact our office. Thank you again for the opportunity to work with the City of De Pere.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

JGS/NJM

ENC.

2024 Labor Rates for Robert E. Lee & Associates, Inc.

1.22.c

Staff Type	Rate
TECHNICIAN	\$ 90
SENIOR TECHNICIAN	\$ 102
TECHNICIAN INTERN	\$ 54
CIVIL ENGINEERING MANAGER	\$ 192
CLERICAL	\$ 69
COMMUNITY PLANNER	\$ 120
CONSTRUCTION MANAGER	\$ 156
ENGINEER	\$ 106
SENIOR ENGINEER	\$ 126
SENIOR PROJECT ENGINEER	\$ 156
ENGINEERING DIRECTOR	\$ 202
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 168
ENVIRONMENTAL SCIENTIST I	\$ 103
ENVIRONMENTAL SCIENTIST II	\$ 119
ENVIRONMENTAL SCIENTIST III	\$ 131
ENVIRONMENTAL SERVICES MANAGER	\$ 192
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 56
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 76
ENVIRONMENTAL TECHNICIAN I	\$ 80
ENVIRONMENTAL TECHNICIAN II	\$ 91
ENVIRONMENTAL TECHNICIAN III	\$ 111
GEOLOGIST I	\$ 100
GEOLOGIST II	\$ 115
GEOLOGIST III	\$ 128
GEOLOGIST IV	\$ 156
NATURAL RESOURCES SCIENTIST I	\$ 78
NATURAL RESOURCES SCIENTIST II	\$ 95
NATURAL RESOURCES SCIENTIST III	\$ 112
NATURAL RESOURCES SCIENTIST IV	\$ 142
NATURAL RESOURCES TECHNICIAN I	\$ 47
NATURAL RESOURCES TECHNICIAN II	\$ 52
NATURAL RESOURCES TECHNICIAN III	\$ 75
NES DIVISION MANAGER	\$ 142
PROFESSIONAL LAND SURVEYOR	\$ 109
SENIOR CONSULTANT	\$ 181
SENIOR TRANSPORTATION CONSULTANT	\$ 144
SOLID WASTE MANAGER	\$ 192
SURVEY INTERN	\$ 63
SURVEY MANAGER	\$ 148
TRANSPORTATION MANAGER	\$ 192
UTILITY COORDINATOR	\$ 105
WATER & WASTEWATER FACILITIES OPERATOR	\$ 106
WATER & WASTEWATER MANAGER	\$ 192
WWTP FACILITIES OPERATOR ASSISTANT	\$ 60
LANDSCAPE ARCHITECT	\$ 125

**Mileage billed at standard 2024 federal rate and equipment billed at REL's standard 2024 billing rate.*

Exhibit B
Page 2 of 2

Up **Packet Pg. 187**

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 12, 2024

RE: **Consideration and possible action on Third Amendment to 2021 Agreement for 2024 Consulting Services***

The Engineering Department is requesting to extend the 2021 Agreement for Consulting Services with Robert E. Lee and Associates through 2024. In December 2021, an extension was approved for coordinating larger, long-term projects without having to potentially switch hands to another consulting firm mid-project. Currently, Robert E. Lee and Associates is providing inspection services and assisting in the design of a few ongoing, multi-year projects.

Background and Discussion

Staff utilizes consulting services to assist with the completion of storm water, wetland, navigable waterway permits, shop drawing review, wetland reviews, wetland delineations, traffic impact analysis review, street lighting design, legal surveys, legal descriptions, easement preparation, or engineering issues that arise that exceed staff's availability or expertise.

Moving into 2024, there are multiple outstanding City projects that Robert E. Lee and Associates is actively contributing including:

1. TDS Telecom: TDS Telecom is continuing to install fiber optic communications to serve the majority of the Green Bay Metropolitan Area. TDS will be installing facilities on the west side of De Pere this year. Engineering staff is leading this work with Robert E. Lee and Associates providing a Utility Coordinator to assist in day-to-day permit review, correspondence and inspection.
2. Southeast Area Development Plan: Development Services has been working with Robert E. Lee on completing the Southeast Area Development Plan.
3. Fortune Avenue Swale Relocation: Development Services has been working with Robert E. Lee on swale relocation with the WDNR off of Fortune

The updated 2024 Labor Rates for Robert E. Lee and Associates is included with this memo. The typical rates are listed in the table for comparison to previous year's consulting services proposals.

Description	Unit	Robert E Lee 2024	Robert E Lee 2023	Robert E Lee 2022	Robert E Lee 2021	Cedar Corp 2021	Ruekert & Mielke 2021
Senior Engineer	HR	\$126	\$119	\$113	\$108	\$120	\$122
Engineer	HR	\$106	\$100	\$95	\$91	\$95	\$106
Registered Land Surveyor	HR	\$109	\$103	\$98	\$94	\$100	\$100
Senior Tech	HR	\$102	\$97	\$92	\$88	\$92	\$105
Tech	HR	\$90	\$85	\$80	\$77	\$82	\$78
Clerical	HR	\$69	\$64	\$59	\$55	\$68	\$68
Mileage	MI	2024 Fed Rate	2023 Fed Rate	2022 Fed Rate	\$0.56	\$0.575	\$0.58
Electrical/Mechanical Review	HR					\$125	

Recommendation

The staff recommendation is to amend the 2021 Agreement to extend consulting services with Robert E. Lee and Associates through 2024.

Attachments

2024 REL Extension-General Consulting Services (PDF)



1250 Centennial Centre Blvd
Hobart, WI 54155
920-662-9641
releeinc.com

January 4, 2024

Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

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Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

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

JGS/NJM

ENC.

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NATURAL RESOURCES SCIENTIST IV	\$ 142
NATURAL RESOURCES TECHNICIAN I	\$ 47
NATURAL RESOURCES TECHNICIAN II	\$ 52
NATURAL RESOURCES TECHNICIAN III	\$ 75
NES DIVISION MANAGER	\$ 142
PROFESSIONAL LAND SURVEYOR	\$ 109
SENIOR CONSULTANT	\$ 181
SENIOR TRANSPORTATION CONSULTANT	\$ 144
SOLID WASTE MANAGER	\$ 192
SURVEY INTERN	\$ 63
SURVEY MANAGER	\$ 148
TRANSPORTATION MANAGER	\$ 192
UTILITY COORDINATOR	\$ 105
WATER & WASTEWATER FACILITIES OPERATOR	\$ 106
WATER & WASTEWATER MANAGER	\$ 192
WWTP FACILITIES OPERATOR ASSISTANT	\$ 60
LANDSCAPE ARCHITECT	\$ 125

**Mileage billed at standard 2024 federal rate and equipment billed at REL's standard 2024 billing rate.*



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #24-12 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2024 Construction Materials Testing).

The Board of Public Works at the February 12, 2024 meeting approved the quote for 2024 Materials Testing from Bay Area Testing & Consulting, LLC estimated at \$45,430 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote

ATTACHMENTS:

- Reso24-12 (PDF)
- BATC (2024 Materials Testing)2-15-24-189-002-16 (PDF)
- Exhibit A-BATC (PDF)
- Exhibit B-BATC (PDF)
- 2024 0212 CI_BOPW_Materials_Testing (PDF)
- CI_CALC_2024_Materials_Testing_Comparison (PDF)
- 2024 0123 BATC_Materials_Testing_Proposal(PDF)
- 2024 0130 ECS_Materials_Testing_Proposal (PDF)
- 2024 0119 PSI_Materials_Testing_Proposal (PDF)
- 2024 0201 AET_Materials_Testing_Proposal (PDF)

RESOLUTION #24-12

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2024 Construction Materials Testing)

WHEREAS, the City is in need of construction materials testing services for its 2024 construction projects; and

WHEREAS, Bay Area Testing & Consulting, LLC has available and offers to provide personnel, equipment and professional assistance necessary to accomplish the testing services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Bay Area Testing & Consulting, LLC (2024 Construction Materials Testing) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/12/2024

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2024 Construction Materials Testing)**

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Bay Area Testing & Consulting, LLC, a Wisconsin limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform construction materials testing for its 2024 construction projects as described in the City's Request for Proposals for Geotechnical Services, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

II. COMPENSATION

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

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$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 as well as an additional insured endorsement form naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. **LAWS TO BE OBSERVED.** The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.
2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **WORK SAFETY AND HEALTH.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment and take any other needed actions as the Contractor or City Engineer may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such

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

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

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

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

City of De Pere
Attention: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Bay Area Testing & Consulting, LLC
Attention: Jacob P. Franzmeier, P.E.
3125 South Birch Road, Suite B
Suamico, WI 54173

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

BAY AREA TESTING & CONSULTING, LLC

By:

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

Lynn A. Franzmeier, Member/Owner

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

Anthony S. Wachewicz III, City Attorney

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**Request for Proposals
For
Geotechnical Services**

The City of De Pere would like to invite your firm to submit a proposal for the 2024 construction materials consulting.

Your proposal must be submitted to our office by Thursday, February 1, 2024 at 2:00 p.m. Proposals can be submitted via mail or e-mail to:

Eric Rakers
City Engineer
925 S. Sixth Street
De Pere, WI 54115
erakers@deperewi.gov

GENERAL INFORMATION:

The City of De Pere is preparing for the 2024 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, street pulverizing and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

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

SCOPE OF SERVICES:

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

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

SCHEDULING:

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

INSURANCE:

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

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

PROPERTY PROTECTION:

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

FEE:

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

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

DELIVERY:

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

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

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

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

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10		
Project Engineer	HR	10		
Staff Engineer	HR	50		
Field Technician				
Senior Technician	HR	250		
Technician	HR	300		
Clerical	HR	50		
Mileage	MI	7,500		
Distance from Office to City of De Pere – 925 S. Sixth Street	MI			
Laboratory Testing Services				
Standard Proctor	EA	1		
Modified Proctor	EA	10		
Concrete Compression Test (Cylinder by Company)	EA	400		
Concrete Compression Test (Cylinder by City)	EA	10		
Handling of Backup Cylinders	EA	100		
Aggregate Sieve Analysis	EA	10		
Atterberg Limits	EA	1		
Permeability, Granular Soils	EA	1		
Permeability, Cohesive Soils	EA	1		
Field Technician Services				
Sample Pickup	EA	1		
Nuclear Density Gauge	½ DAY	100		
Nuclear Density Gauge	DAY	5		

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

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2024 CONSTRUCTION
CITY OF DE PERE, WISCONSIN**

CLIENT:

**MR. ERIC RAKERS, P.E.
CITY ENGINEER**

DATE:

JANUARY 9, 2024



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

January 9, 2024

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

Request for Proposal
Soil Testing Services
2024 Construction
City of De Pere, Wisconsin

Mr. Rakers,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2024 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted an electronic copy of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

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

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

cc: Chase Kuffel, P.E., Assistant City Engineer

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2024 CONSTRUCTION
CITY OF DE PERE**

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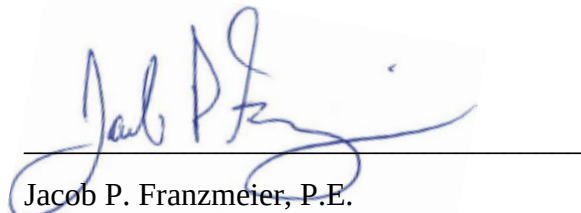
1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2024 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

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

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



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

1/9/2024
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 2024 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 2024 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 2024 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 19 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 30 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Austin Dier, CET

Senior Engineering Technician

Austin has over 10 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.

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Ethan Bornick, CET

Senior Engineering Technician

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

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

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

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

4.2 BATC Approach

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

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

5.0 PREVIOUS PROJECTS

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

➤ 2011, 2016, 2019, 2020, 2021, 2022, and 2023 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin

BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.

Contracting Party: City of De Pere

Project Contact: Chase K. Kuffel

Contact Number: 920-339-4060

➤ Titletown Development Phase I and Phase II, Green Bay, Wisconsin

BATC is currently performing all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, fireproofing inspections, and construction observations.

Contracting Party: Sterling Development Group

Project Contact: Adam Bickoff

Contact Number: 201-207-9205

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

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

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

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

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- Aldon Station Infrastructure Construction, Village of Ashwaubenon, Wisconsin
BATC performed testing for the general contractor on a mass fill / utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Riverview Construction
Project Contact: Matt Athey
Contact Number: 920-609-1025
- 2021 Water and Sewer Construction, Village of Fox Crossing, Wisconsin
BATC performed testing for the general contractor on a large utility construction project including, but not limited to: soil compaction testing, and soil laboratory testing.
Contracting Party: David Tenor Corporation
Project Contact: Dave Tenor
Contact Number: 920-360-9246
- Bellevue TID #1 Phase 2, Contract A-22, Village of Bellevue, Wisconsin
BATC performed testing for the general contractor on a utility construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Dorner, Inc.
Project Contact: Matt Athey
Contact Number: 920-609-1025
- East Washington Street Reconstruction, City of Gillett, Wisconsin
BATC performed testing for the general contractor on a utility construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Dorner, Inc.
Project Contact: Adam Enderby
Contact Number: 920-857-0760
- Riverpoint Development, Multiple Phases, City of Manitowoc, Wisconsin
BATC performed testing for the general contractor on a site redevelopment construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Michels Foundations and Vinton Construction Company

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6.0 SUPPLEMENTAL FEE SCHEDULE

BATC FEE SCHEDULE 2024

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	\$80.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	\$120.00/Each
3.	Moisture Content of Soils (ASTM D2216)	\$10.00/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	\$50.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	\$50.00/Each
6.	Standard Proctor Test (ASTM D698)	\$125.00/Each
7.	Modified Proctor Test (ASTM D1557)	\$135.00/Each
8.	Hydrometer Test (ASTM D422)	\$100.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	\$190.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	\$250.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	\$275.00/Each
12.	Organic Content of Soils (D2974)	\$45.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	\$40.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	\$70.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	\$55.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	\$165.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	\$280.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	\$290.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	\$95.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	\$95.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	\$85.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	\$190.00/Test
23.	Visual Examination of Chert in Aggregate	\$50.00/Test

Asphalt Laboratory Testing Services

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

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	\$14.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$44.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$22.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$7.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$50.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$12.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$12.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$50.00/Each
35.	Case of Cylinder Molds	\$50.00/Case
36.	Mileage	\$0.50/Mile
37.	Nuclear Gauge Rental	\$20.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½day:\$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$20.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

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Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	\$63.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	\$68.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	\$47.00/hour
45.	Austin Dier, CET, Senior Engineer Technician	\$47.00/hour
46.	Ethan Bornick, CET, Senior Engineer Technician	\$47.00/hour
47.	Engineer Technician	\$40.00/hour
48.	Engineering Technician, Intern / Coop	\$40.00/hour
49.	Administrative Assistant	\$35.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2024 construction season. Further, if your project requires an additional test procedure to be performed that is not included in this fee schedule, feel free to contact our office for additional pricing. Any work performed on Saturdays will be billed at a rate of 2.0 times the rate listed on the fee schedule, including requested cylinder pick-ups. Any work performed on Sunday or Holidays will be billed at a rate of 4.0 times the rate listed on the fee schedule.

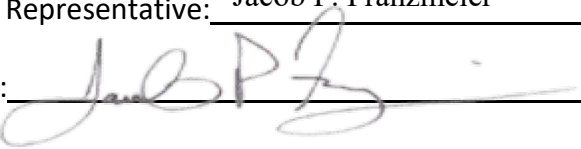
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC.

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$63.00	\$630.00
Project Engineer	HR	10	\$63.00	\$630.00
Staff Engineer	HR	50	\$68.00	\$3,400.00
Field Technician				
Senior Technician	HR	250	\$47.00	\$11,750.00
Technician	HR	300	\$40.00	\$12,000.00
Clerical	HR	50	\$35.00	\$1,750.00
Mileage	MI	7,500	\$0.50	\$3,750.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	16		
Laboratory Testing Services				
Standard Proctor	EA	1	\$125.00	\$125.00
Modified Proctor	EA	10	\$135.00	\$1,350.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$14.00	\$5,600.00
Concrete Compression Test (Cylinder by City)	EA	10	\$12.00	\$120.00
Handling of Backup Cylinders	EA	100	\$7.00	\$700.00
Aggregate Sieve Analysis	EA	10	\$80.00	\$800.00
Atterberg Limits	EA	1	\$50.00	\$50.00
Permeability, Granular Soils	EA	1	\$250.00	\$250.00
Permeability, Cohesive Soils	EA	1	\$275.00	\$275.00
Field Technician Services				
Sample Pickup	EA	1	\$50.00	\$50.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

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

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 12, 2024

RE: **Consideration and possible action on Quotes for 2024 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2024 construction projects. The total cost of this work was estimated using hours from previous construction years. Each firm's cost estimate is as follows:

Materials Testing	Estimate
BATC	\$45,430.00
PSI	\$51,090.00
ECS	\$63,735.00
AET	\$93,833.00

Soil Boring	Estimate
ECS	\$7,600.00
PSI	\$7,700.00
AET	\$12,250.00

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at \$45,430.00 and the quote from ECS, Midwest, LLC (ECS) for soil borings estimated at \$7,600.00. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2024 0201 CI_CALC_2024_Materials_Testing_Comparison	(PDF)
2024 0123 BATC_Materials_Testing_Proposal	(PDF)
2024 0130 ECS_Materials_Testing_Proposal	(PDF)
2024 0119 PSI_Materials_Testing_Proposal	(PDF)
2024 0201 AET_Materials_Testing_Proposal	(PDF)

2024 Materials Testing and Soil Boring Proposals

Item	Unit	2024 Estimate	BATC		PSI		ECS		AET	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services										
Project Manager	Per hour	10.00	\$63.00	\$630.00	\$75.00	\$750.00	\$100.00	\$1,000.00	\$155.00	\$1,550.00
Project Engineer	Per hour	10.00	\$63.00	\$630.00	\$75.00	\$750.00	\$125.00	\$1,250.00	\$155.00	\$1,550.00
Staff Engineer	Per hour	50.00	\$68.00	\$3,400.00	\$75.00	\$3,750.00	\$85.00	\$4,250.00	\$110.00	\$5,500.00
Field Technician										
Senior Technician	Per hour	250.00	\$47.00	\$11,750.00	\$50.00	\$12,500.00	\$67.00	\$16,750.00	\$99.00	\$24,750.00
Technician	Per hour	300.00	\$40.00	\$12,000.00	\$45.00	\$13,500.00	\$60.00	\$18,000.00	\$79.00	\$23,700.00
Clerical	Per hour	50.00	\$35.00	\$1,750.00	\$25.00	\$1,250.00	\$45.00	\$2,250.00	\$79.00	\$3,950.00
Mileage	Per mile	7500.00	\$0.50	\$3,750.00	\$0.75	\$5,625.00	\$0.80	\$6,000.00	\$1.10	\$8,250.00
Laboratory Testing Services										
Standard Proctor	Per each	1.00	\$125.00	\$125.00	\$150.00	\$150.00	\$155.00	\$155.00	\$155.00	\$155.00
Modified Proctor	Per each	10.00	\$135.00	\$1,350.00	\$175.00	\$1,750.00	\$175.00	\$1,750.00	\$170.00	\$1,700.00
Concrete Compression Test (Cylinder by Company)	Per each	400.00	\$14.00	\$5,600.00	\$14.00	\$5,600.00	\$16.00	\$6,400.00	\$27.00	\$10,800.00
Concrete Compression Test (Cylinder by City)	Per each	10.00	\$12.00	\$120.00	\$20.00	\$200.00	\$35.00	\$350.00	\$27.00	\$270.00
Handling of Backup Cylinders	Per each	100.00	\$7.00	\$700.00	\$14.00	\$1,400.00	\$10.00	\$1,000.00	\$27.00	\$2,700.00
Aggregate Sieve Analysis	Per each	10.00	\$80.00	\$800.00	\$75.00	\$750.00	\$100.00	\$1,000.00	\$160.00	\$1,600.00
Atterberg Limits	Per each	1.00	\$50.00	\$50.00	\$100.00	\$100.00	\$90.00	\$90.00	\$138.00	\$138.00
Permeability, Granular Soils	Per each	1.00	\$250.00	\$250.00	\$350.00	\$350.00	\$300.00	\$300.00	\$320.00	\$320.00
Permeability, Cohesive Soils	Per each	1.00	\$275.00	\$275.00	\$425.00	\$425.00	\$375.00	\$375.00	\$450.00	\$450.00
Field Technician Services										
Sample Pickup	Per each	1.00	\$50.00	\$50.00	\$40.00	\$40.00	\$65.00	\$65.00	\$150.00	\$150.00
Nuclear Density Gauge	Per ½ day	100.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$25.00	\$2,500.00	\$60.00	\$6,000.00
Nuclear Density Gauge	Per day	5.00	\$40.00	\$200.00	\$40.00	\$200.00	\$50.00	\$250.00	\$60.00	\$300.00
MATERIAL TESTING TOTAL COST				\$45,430.00		\$51,090.00		\$63,735.00		\$93,833.00
Soil Boring		2024 Estimate								
Mobilization	Per each	5.00			\$850.00	\$4,250.00	\$400.00	\$2,000.00	\$1,000.00	\$5,000.00
Soil Boring	VF	150.00			\$15.00	\$2,250.00	\$24.00	\$3,600.00	\$25.00	\$3,750.00
Report	Per each	1.00			\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
						\$7,700.00		\$7,600.00		\$12,250.00

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2024 CONSTRUCTION
CITY OF DE PERE, WISCONSIN**

CLIENT:

**MR. ERIC RAKERS, P.E.
CITY ENGINEER**

DATE:

JANUARY 9, 2024



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

January 9, 2024

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

Request for Proposal
Soil Testing Services
2024 Construction
City of De Pere, Wisconsin

Mr. Rakers,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2024 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted an electronic copy of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC

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

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

cc: Chase Kuffel, P.E., Assistant City Engineer

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2024 CONSTRUCTION
CITY OF DE PERE**

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Soil Testing Services – 2024 Construction
City of De Pere

Request for Proposal
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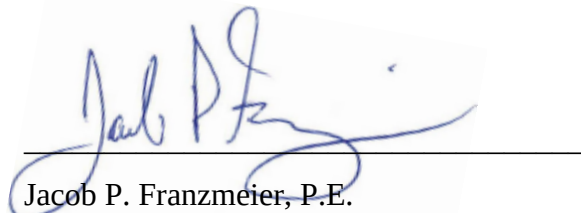
1.0 INTRODUCTION

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 2024 Construction. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

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

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



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

1/9/2024
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 2024 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 2024 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 2024 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 19 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 30 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Austin Dier, CET

Senior Engineering Technician

Austin has over 10 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.

Soil Testing Services – 2024 Construction
City of De Pere

Request for Proposal
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Ethan Bornick, CET

Senior Engineering Technician

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

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

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

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

4.2 BATC Approach

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

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

5.0 PREVIOUS PROJECTS

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

➤ 2011, 2016, 2019, 2020, 2021, 2022, and 2023 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin

BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.

Contracting Party: City of De Pere

Project Contact: Chase K. Kuffel

Contact Number: 920-339-4060

➤ Titletown Development Phase I and Phase II, Green Bay, Wisconsin

BATC is currently performing all inspections and testing for the general contractor on a site development project including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, reinforcing steel observations, fireproofing inspections, and construction observations.

Contracting Party: Sterling Development Group

Project Contact: Adam Bickoff

Contact Number: 201-207-9205

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

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

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

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

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- Aldon Station Infrastructure Construction, Village of Ashwaubenon, Wisconsin
BATC performed testing for the general contractor on a mass fill / utility construction project including, but not limited to: hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Riverview Construction
Project Contact: Matt Athey
Contact Number: 920-609-1025
- 2021 Water and Sewer Construction, Village of Fox Crossing, Wisconsin
BATC performed testing for the general contractor on a large utility construction project including, but not limited to: soil compaction testing, and soil laboratory testing.
Contracting Party: David Tenor Corporation
Project Contact: Dave Tenor
Contact Number: 920-360-9246
- Bellevue TID #1 Phase 2, Contract A-22, Village of Bellevue, Wisconsin
BATC performed testing for the general contractor on a utility construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Dorner, Inc.
Project Contact: Matt Athey
Contact Number: 920-609-1025
- East Washington Street Reconstruction, City of Gillett, Wisconsin
BATC performed testing for the general contractor on a utility construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Dorner, Inc.
Project Contact: Adam Enderby
Contact Number: 920-857-0760
- Riverpoint Development, Multiple Phases, City of Manitowoc, Wisconsin
BATC performed testing for the general contractor on a site redevelopment construction project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
Contracting Party: Michels Foundations and Vinton Construction Company

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6.0 SUPPLEMENTAL FEE SCHEDULE

BATC FEE SCHEDULE 2024

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	\$80.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	\$120.00/Each
3.	Moisture Content of Soils (ASTM D2216)	\$10.00/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	\$50.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	\$50.00/Each
6.	Standard Proctor Test (ASTM D698)	\$125.00/Each
7.	Modified Proctor Test (ASTM D1557)	\$135.00/Each
8.	Hydrometer Test (ASTM D422)	\$100.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	\$190.00/Each
10.	Permeability of Granular Soils (ASTM D5084)	\$250.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084)	\$275.00/Each
12.	Organic Content of Soils (D2974)	\$45.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	\$40.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	\$70.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	\$55.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	\$165.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	\$280.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	\$290.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	\$95.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	\$95.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	\$85.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	\$190.00/Test
23.	Visual Examination of Chert in Aggregate	\$50.00/Test

Asphalt Laboratory Testing Services

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

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	\$14.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	\$44.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	\$22.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	\$7.00/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	\$50.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	\$12.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	\$12.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	\$50.00/Each
35.	Case of Cylinder Molds	\$50.00/Case
36.	Mileage	\$0.50/Mile
37.	Nuclear Gauge Rental	\$20.00/½ day: \$40.00/day
38.	Cone Penetrometer Rental	\$20.00/½ day: \$35.00/day
39.	Coring Equipment Rental	\$150.00/½day:\$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	\$20.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	\$50.00/Trip

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Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	\$63.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	\$68.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	\$47.00/hour
45.	Austin Dier, CET, Senior Engineer Technician	\$47.00/hour
46.	Ethan Bornick, CET, Senior Engineer Technician	\$47.00/hour
47.	Engineer Technician	\$40.00/hour
48.	Engineering Technician, Intern / Coop	\$40.00/hour
49.	Administrative Assistant	\$35.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2024 construction season. Further, if your project requires an additional test procedure to be performed that is not included in this fee schedule, feel free to contact our office for additional pricing. Any work performed on Saturdays will be billed at a rate of 2.0 times the rate listed on the fee schedule, including requested cylinder pick-ups. Any work performed on Sunday or Holidays will be billed at a rate of 4.0 times the rate listed on the fee schedule.

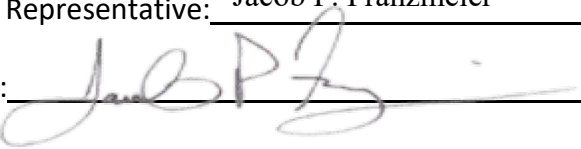
Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC.

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$63.00	\$630.00
Project Engineer	HR	10	\$63.00	\$630.00
Staff Engineer	HR	50	\$68.00	\$3,400.00
Field Technician				
Senior Technician	HR	250	\$47.00	\$11,750.00
Technician	HR	300	\$40.00	\$12,000.00
Clerical	HR	50	\$35.00	\$1,750.00
Mileage	MI	7,500	\$0.50	\$3,750.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	16		
Laboratory Testing Services				
Standard Proctor	EA	1	\$125.00	\$125.00
Modified Proctor	EA	10	\$135.00	\$1,350.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$14.00	\$5,600.00
Concrete Compression Test (Cylinder by City)	EA	10	\$12.00	\$120.00
Handling of Backup Cylinders	EA	100	\$7.00	\$700.00
Aggregate Sieve Analysis	EA	10	\$80.00	\$800.00
Atterberg Limits	EA	1	\$50.00	\$50.00
Permeability, Granular Soils	EA	1	\$250.00	\$250.00
Permeability, Cohesive Soils	EA	1	\$275.00	\$275.00
Field Technician Services				
Sample Pickup	EA	1	\$50.00	\$50.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

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

**ECS MIDWEST, LLC***"Setting the Standard for Service"*

Geotechnical • Construction Materials • Environmental • Facilities

January 30, 2024

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

ECS Proposal No: 59:5786

Re: Soil Testing Services – 2024 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 2024 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 2024, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Troy Vetort'.

Troy Vetort, P.E.
Construction Materials Department Manager

Proposed Fee Schedule

Company Name: ECS Midwest LLC

Company Address: 1280 Parkway Road

Company Address: Green Bay, Wisconsin 54304

Company Representative: Troy Vetort, P.E.

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$100.00	\$1,000.00
Project Engineer	HR	10	\$125.00	\$1,250.00
Staff Engineer	HR	50	\$85.00	\$4,250.00
Field Technician				
Senior Technician	HR	250	\$67.00	\$16,750.00
Technician	HR	300	\$60.00	\$18,000.00
Clerical	HR	50	\$45.00	\$2,250.00
Mileage	MI	7,500	\$0.80	\$6,000.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	4		
Laboratory Testing Services				
Standard Proctor	EA	1	\$155.00	\$155.00
Modified Proctor	EA	10	\$175.00	\$1,750.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$16.00	\$6,400.00
Concrete Compression Test (Cylinder by City)	EA	10	\$35.00	\$350.00
Handling of Backup Cylinders	EA	100	\$10.00	\$1,000.00
Aggregate Sieve Analysis	EA	10	\$100.00	\$1,000.00
Atterberg Limits	EA	1	\$90.00	\$ 90.00
Permeability, Granular Soils	EA	1	\$300.00	\$300.00
Permeability, Cohesive Soils	EA	1	\$375.00	\$375.00
Field Technician Services				
Sample Pickup	EA	1	\$65.00	\$65.00
Nuclear Density Gauge	½ DAY	100	\$25.00	\$2,500.00
Nuclear Density Gauge	DAY	5	\$50.00	\$250.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$400.00	\$2,000.00
Soil Boring	VF	150	\$24.00	\$3,600.00
Report	EA	1	\$2,000.00	\$2,000.00

ECS MIDWEST, LLC

TERMS AND CONDITIONS OF SERVICE

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

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

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

3.0 STANDARD OF CARE

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

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

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

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

4.0 CLIENT DISCLOSURES

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

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

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

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

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither 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 its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

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

8.0 UNDERGROUND UTILITIES

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

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

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

9.0 SAMPLES

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

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

10.0 ENVIRONMENTAL RISKS

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

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

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

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

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

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

11.0 OWNERSHIP OF DOCUMENTS

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

12.0 SAFETY

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

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1** CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2** Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3** ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4** ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

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

15.0 BILLINGS AND PAYMENTS

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

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

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

16.0 DEFECTS IN SERVICE

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

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

18.0 LIMITATION OF LIABILITY

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

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

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

19.0 INDEMNIFICATION

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

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

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

20.0 CONSEQUENTIAL DAMAGES

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

21.0 SOURCES OF RECOVERY

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

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

23.0 DISPUTE RESOLUTION

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

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

24.0 CURING A BREACH

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

25.0 TERMINATION

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

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

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

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

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

30.0 TITLES; ENTIRE AGREEMENT

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

< END OF TERMS AND CONDITIONS OF SERVICE >

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

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

Re: Proposal for Construction Material Testing Services
Proposed Soil Testing Services – 2024 Construction
De Pere, Wisconsin

Dear Mr. Rakers:

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

Project Description

It is understood that the 2024 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

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



Earthwork

- Observe site stripping to document that unsuitable fills, organic soils and existing building foundations, walls and slabs are removed and that exposed subgrades are suitable for placement of new fill or subbase materials.
- Perform moisture-density relationship testing in accordance with ASTM D698 (Standard Proctor) or ASTM D1557 (Modified Proctor) in order to determine the Proctor maximum dry density and optimum moisture content.
- Document in-place density of compacted fill soils in accordance with ASTM D2922 at the frequencies described in the project documents.

Concrete Observations and Testing

- Perform slump testing in accordance with ASTM C143.
- Perform air content testing in accordance with ASTM C231 for regular weight concrete.
- Record concrete and air temperature at the time cylinders are taken.
- Cast, cure and test cylinders.
- Transport cylinders to our facilities for laboratory curing.
- Perform compressive strength testing of concrete cylinder samples in accordance with ASTM C39.

Fees

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

Closing

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

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



Respectfully submitted,

Professional Service Industries, Inc.

ELECTRONIC COPY

Patrick Bray
Branch Manager

ELECTRONIC COPY

James M. Becco, P.E.
Regional Vice President

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

**PROPOSAL ACCEPTANCE:****AGREED TO, THIS _____ DAY OF _____, 2024****BY (please print):** _____**TITLE:** _____**COMPANY:** _____**SIGNATURE:** _____**PROJECT INFORMATION:**

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

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

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

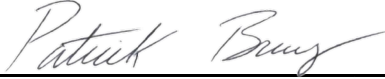
Proposed Fee Schedule

Company Name: _____ Professional Services Industries, Inc.

Company Address: _____ 3009 Vandebroek Rd.

Company Address: _____ Kaukauna, WI 54130

Company Representative: _____ Patrick Bray

Signature: _____ 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$75.00	\$750.00
Project Engineer	HR	10	\$75.00	\$750.00
Staff Engineer	HR	50	\$75.00	\$3,750.00
Field Technician				
Senior Technician	HR	250	\$50.00	\$12,500.00
Technician	HR	300	\$45.00	\$13,500.00
Clerical	HR	50	\$25.00	\$1,250.00
Mileage	MI	7,500	\$0.75	\$5,625.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	17		
Laboratory Testing Services				
Standard Proctor	EA	1	\$150.00	\$150.00
Modified Proctor	EA	10	\$175.00	\$1,750.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$14.00	\$5,600.00
Concrete Compression Test (Cylinder by City)	EA	10	\$20.00	\$200.00
Handling of Backup Cylinders	EA	100	\$14.00	\$1,400.00
Aggregate Sieve Analysis	EA	10	\$75.00	\$750.00
Atterberg Limits	EA	1	\$100.00	\$100.00
Permeability, Granular Soils	EA	1	\$350.00	\$350.00
Permeability, Cohesive Soils	EA	1	\$425.00	\$425.00
Field Technician Services				
Sample Pickup	EA	1	\$40.00	\$40.00
Nuclear Density Gauge	½ DAY	100	\$20.00	\$2,000.00
Nuclear Density Gauge	DAY	5	\$40.00	\$200.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$850.00	\$4,250.00
Soil Boring	VF	150	\$15.00	\$2,250.00
Report	EA	1	\$1,200.00	\$1,200.00



GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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



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

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON 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 the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

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

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

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

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

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

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

18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.
B-900-11(14)

9/17



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

February 1, 2024

Mr. Eric Rakers, P.E.
City Engineer

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

RE: Proposal for Geotechnical Services/Construction Materials Consulting
2024 Construction Season
City of De Pere, Wisconsin

Dear Mr. Rakers:

On behalf of American Engineering Testing Inc. (AET) we are pleased to submit our proposal for geotechnical and construction materials testing services for 2024. We are submitting the proposal in response to your Request for Proposal dated January 9, 2024.

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

We look forward to providing consulting services to you.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in blue ink that reads 'Andrew Walters'.

Andrew Walters, P.E.
Regional Manager/ Sr. Engineer

Enclosures



February 1, 2024
Page 1 of 6

Proposal for Material Testing Services City of De Pere – 2024

Firm and Firm Representation

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

I, Andrew Walters, hereby certify that I am entitled to represent the firm.

A handwritten signature in blue ink that reads 'Andrew Walters'.

Andrew Walters, P.E.
Regional Manager/ Sr. Engineer

February 1, 2024

General Information

AET is a geotechnical and material testing engineering firm licensed to provide engineering services by the State of Wisconsin Attorney General (License No. 2832-11). AET currently operates 21 offices and has a staff of over 450 individuals across the Upper Midwest. In Wisconsin, AET operates out of three offices; Green Bay, Wausau, and Chippewa Falls. The services for the 2024 City of De Pere Material Testing contract will be provided from our office in Green Bay.

Statement of Qualification

AET is an employee-owned corporation providing geotechnical, environmental, materials and forensics consulting and testing services to public and private sector clients in a broad spectrum of industries. AET has also provided professional consulting services to municipalities over the Upper Midwest for over 30 years. We have worked as the City of Green Bay's construction materials testing consultant since 2012 and with the Village of Allouez since 2019.

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



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

Project Description

The City of De Pere is planning capital improvements throughout 2024. Based on our experience and our review of the Request For Proposal (RFP), we understand the construction materials testing and geotechnical services programs generally covers the following services:

- Backfill Testing – Testing backfill for sewer/water trenches, roadway construction, and structural fill. These tests will be performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.
- Subbase and Base Course Testing – This service is performed on an on-call basis and could include sieve analysis, laboratory Proctor tests, and field density tests.
- Construction Inspection/Observation – This work may include review of subgrade soils exposed for pavement or building foundations, observation of proof rolling operations, pile driving inspection, and inspection prior to and during structural concrete placements. This work will be on an as-needed basis.
- Concrete Testing – This service may consist of:
 1. Concrete testing during placement as requested. Work shall be performed by an ACI Certified Concrete Technician (and/or WisDOT PCCTech I) and shall consist of casting cylinders, slump tests, air content, concrete temperature, and visual observation of placement.
 2. Compressive strength testing of concrete cylinders at 7 and 28 days or as requested.
 3. Compressive strength testing of masonry and mortar/grout cubes.
 4. Ready-mix concrete batch plant inspections.
- Asphalt Pavement Testing – This service may consist of asphalt extraction and asphalt content tests, and sieve analysis of aggregate for asphalt pavement samples to check the material conforms with the project specifications. Other related services may be requested to include; laboratory Marshall density testing, field density testing, and air void analysis. The frequency of testing will vary on a project-by-project basis and will be as requested.
- Geotechnical Engineering – This service will consist of performing geotechnical drilling, laboratory testing, and geotechnical report preparation for City street and utility reconstruction projects.

Project Experience and References

- Contacts: Ms. Jennifer McCartney Ms. Kristin Romanowicz
 City of Green Bay (920) 265-9638
 Green Bay, Wisconsin
 (920) 448-3093
2012-2023 Construction Materials Testing – City of Green Bay, Wisconsin

- Contact: Mr. Sean Gehin
 Village of Allouez
 Allouez, Wisconsin
 (920) 448-2802
2019-2023 Field and Laboratory Quality Control Testing – Village of Allouez, Wisconsin

Key Personnel

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

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

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

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

Subcontractors

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

**Additional Services**

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

Ground Penetrating Radar – Pavement and Forensic Analysis

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

Falling Weight Deflectometer

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

Vibration Monitoring

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

Petrographic Analysis

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

On-Call Approach

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

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



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

Rates

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

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

The unit prices provided will be in effect through the contract duration, December 31, 2024.

Turn-Around / Reports

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

AET provides verbal test results on site to the City's designated representative, and if approved, directly to the contractor. Laboratory test reports will be prepared as tests are completed. AET reports are distributed in electronic format (PDF) through our online Construction Hive. The Construction Hive is a personalized database an assigned user has control of to search, forward, download, or print selected reports.

Terms and Conditions

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

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



Jan. 30, 2024
Page 6 of 6

Construction Safety

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

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

Closing

We appreciate the opportunity to work with the City of De Pere.

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

Sincerely,

American Engineering Testing, Inc.

A handwritten signature in blue ink, appearing to read "Andrew Walters".

Andrew Walters, P.E.
Regional Manager/ Sr. Engineer

Attachments: Proposed Fee Schedule

Proposed Fee Schedule

Company Name: American Engineering Testing, Inc.

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

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

Company Representative: Andrew Walters, P.E. – Manager/ Engineer

Signature: 

CONSTRUCTION MATERIALS AND SOIL TESTING				
Item	Unit	Estimated Quantity	Unit Price	Total
Engineering Services				
Project Manager	HR	10	\$155.00	\$1,550.00
Project Engineer	HR	10	\$155.00	\$1,550.00
Staff Engineer	HR	50	\$110.00	\$5,500.00
Field Technician				
Senior Technician	HR	250	\$99.00	\$24,750.00
Technician	HR	300	\$79.00	\$23,700.00
Clerical	HR	50	\$79.00	\$3,950.00
Mileage	MI	7,500	\$1.10	\$8,250.00
Distance from Office to City of De Pere – 925 S. Sixth Street	MI	2.3		
Laboratory Testing Services				
Standard Proctor	EA	1	\$155.00	\$155.00
Modified Proctor	EA	10	\$170.00	\$1,700.00
Concrete Compression Test (Cylinder by Company)	EA	400	\$27.00	\$10,800.00
Concrete Compression Test (Cylinder by City)	EA	10	\$27.00	\$270.00
Handling of Backup Cylinders	EA	100	\$27.00	\$2,700.00
Aggregate Sieve Analysis	EA	10	\$160.00	\$1,600.00
Atterberg Limits	EA	1	\$138.00	\$138.00
Permeability, Granular Soils	EA	1	\$320.00	\$320.00
Permeability, Cohesive Soils	EA	1	\$450.00	\$450.00
Field Technician Services				
Sample Pickup	EA	1	\$150.00	\$150.00
Nuclear Density Gauge	½ DAY	100	\$60.00	\$6,000.00
Nuclear Density Gauge	DAY	5	\$60.00	\$300.00

SOIL BORING SERVICES				
Item	Unit	Estimated Quantity	Unit Price	Total
Soil Boring				
Mobilization	EA	5	\$1,000.00	\$5,000.00
Soil Boring	VF	150	\$25.00	\$3,750.00
Report	EA	1	\$3,500.00	\$3,500.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Finance Department

FROM: Pamela Manley

SUBJECT: Resolution #24-13 Approving 2023 General Fund Budget Amendment from Unassigned Reserves.

ATTACHMENTS:

- Reso24-13 (PDF)

RESOLUTION #24-13

APPROVING 2023 GENERAL FUND BUDGET AMENDMENT
FROM UNASSIGNED RESERVES

WHEREAS, after due deliberation and public discussion, the De Pere Common Council approved the 2023 City Budget and adopted a tax levy to support such Budget on November 15, 2022 (Resolution #22-87); and

WHEREAS, the City has determined to amend the 2023 City Budget by increasing total budgeted revenues for Fund Balances Applied (100-49300) and expenditures by \$293,957.48 to fund the following items, services, and staff:

Expenditure Item	Department	Cost to General Fund
Property tax bill for Parcel #WD-657 & WD-84-3 (100-51901-710)	Clerk/Assessor	\$103,651.48
MSA Professional Services (100-51500-215)	Public Works	\$16,000
Truck 4 replacement (415-50000-806)	Parks, Recreation & Forestry	\$18,330
Wrap for Truck 4 (415-50000-806)	Parks, Recreation & Forestry	\$4,000
Over hire of one firefighter (100-52200-120, 125, 150, 151, 152)	Fire	\$21,496
Consulting services for Parking study (100-56700-215)	Development Services	\$36,000
Community Service Grant Awards (100-51100-720)	Clerk	\$1,800
Grant Application Services-Idle Sites (100-56700-215)	Development Services	\$12,600
Southwest Park Shelter Fire Repairs (211-50000-810)	Parks, Recreation & Forestry	\$15,880

Totals: \$229,757.48

Resolution #24-13

Page 2 of 2

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby amends the 2023 City Budget by increasing total budgeted revenues for Fund Balances Applied (100-49300) and expenditures by \$229,757.48 to fund the items, services, and staff listed above.

BE IT FURTHER RESOLVED THAT:

The City Clerk shall, within 15 days of the passage of this Resolution, publish on the City's website the changes made herein as required under Wis. Stats. §65.90(5)(a).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

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

MEETING DATE: February 20, 2024

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Resolution #24-14 De Pere Common Council Authorization or
Delegation of Payment of Vouchers or Invoices.

THIS RESOLUTION WAS APPROVED AT THE FINANCE/PERSONNEL COMMITTEE MEETING ON FEBRUARY 13, 2024.

This proposed Resolution would delegate the Council's voucher or invoice approval authority to the Finance Department and City Administrator/Comptroller so that all vouchers and invoices may be paid when due and without formal Council approval at each Council meeting. All payments will be reported or made electronically available to the Council for their knowledge and review. This request is also intended to address circumstances where a Council meeting may not be necessary or there is a scheduling conflict such as a holiday, election, etc., so that a meeting is not required solely to approve payment of vouchers and invoices.

ATTACHMENTS:

- Reso24-14 (PDF)

RESOLUTION #24-14

DE PERE COMMON COUNCIL AUTHORIZATION OR DELEGATION OF
PAYMENT OF VOUCHERS OR INVOICES

WHEREAS, the City of De Pere Common Council meets regularly on the first and third Tuesday of the month pursuant to De Pere Municipal Code Section 6-1; and

WHEREAS, the Common Council customarily and historically approves the payment of vouchers or invoices at each regular Council meeting after they have been reviewed and processed by a Department Head or their designee and/or the Finance Department; and

WHEREAS, it is requested that the Council grant and delegate its authority to the Finance Department or City Administrator/Comptrollers, or their designee(s), to issue or pay any necessary voucher or invoice that may come due without formal Council approval at its monthly Council meetings; and

WHEREAS, the issuance or payment of any voucher or invoice will be subsequently reported or available electronically to the Council for their review.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council grants or delegates the authority to the Finance Department or City Administrator/Comptroller, or their designee(s), to issue or pay any voucher or invoice that is due or requires payment without formal Council approval.

BE IT FURTHER RESOLVED THAT:

The issuance or payment of any voucher or invoice as a result of said Council delegation shall be reported or available electronically to the Council for its knowledge and information.

BE IT FURTHER RESOLVED THAT:

Resolution #24-14

Page 2 of 2

The Finance Department, City Administrator/Comptroller or their designee(s) 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 20th day of February, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/13/2024



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Resolution #24-15 Approving Housing Stock Improvement Mortgage and Loan and Authorizing Disbursement of Loan to Jared Fink and Abbey Kleinert (120 South Ontario Street - Parcel ED-1097).

At their meeting on January 22, 2024, the Redevelopment Authority (RDA) voted 5-0 to recommend approval of a Housing Stock Improvement Loan in the amount of \$20,000 to Abbey Kleinert and Jared Fink, property owners at 120 S Ontario Street (ED-1097). Recommendation for approval was subject to subject to the final loan agreements to be prepared by the City Attorney and presented to the Common Council for approval.

ATTACHMENTS:

- Reso24-15 (PDF)
- Mortgage Note City of De Pere - Fink Kleinert (PDF)
- Mortgage-Fink and Kleinert (PDF)
- (DR-2401) Kleinert-Fink Review Memo 01222024 (PDF)
- Subject Map - 120 S Ontario St (PDF)
- Kleinert & Fink (1) (PDF)
- GC_quote (PDF)

RESOLUTION #24-15

APPROVING HOUSING STOCK IMPROVEMENT MORTGAGE AND LOAN AND
AUTHORIZING DISBURSEMENT OF LOAN TO JARED FINK AND ABBEY KLEINERT
(120 South Ontario Street - Parcel ED-1097)

WHEREAS, the Common Council has approved the program documents, guides and materials for the “Deeper Roots” Housing and Affordable Housing Stock Improvement Loan Program, pursuant to Resolution #23-53, which provides loans not to exceed \$20,000.00 for eligible applicants seeking to construct substantial system or structural improvements to their home to enhance efficiency and bring it to modern standards; and

WHEREAS, Jared Fink and Abbey Kleinert, the owners of Parcel ED-1097, have applied for a loan to make structural and exterior improvements to their property located at 120 South Ontario Street; and

WHEREAS, said application provides cost estimates for contemplated improvements, with eligible expenses in the amount of \$89,283.05; and

WHEREAS, this improvement project has been reviewed by the Redevelopment Authority which recommends approval of a Housing Stock Improvement Loan in the total amount not to exceed \$20,000.00, subject to the provisions set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the structural and exterior improvements submitted by the applicants, as approved by the Redevelopment Authority, and thanks Jared Fink and Abbey Kleinert for investing in their property.

BE IT FURTHER RESOLVED THAT:

The Director of Development Services or their designee is authorized to approve disbursement of the loan in an amount not to exceed \$20,000.00

Resolution #24-15

Page 2 of 2

to Jared Fink and Abbey Kleinert, provided the following conditions are met:

1. Final income verifications from two most recent paystubs for both applicants or a 2023 tax filing summary page (with irrelevant personal information redacted).
2. Verification with primary lender that applicants are in good standing.
3. Execution of City's loan, mortgage, and any other necessary documents prepared by City Attorney.
4. Adherence to the terms and conditions of the "Deeper Roots" Housing and Affordable Housing Stock Improvement Loan Program guidelines.

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 20th day of February, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

RDA Approval: 01/22/2024

DE PERE HOUSING IMPROVEMENT LOAN PROGRAM

MORTGAGE NOTE

BORROWER(s) NAME(s): Jared Fink and Abbey Kleinert

BORROWER(s) ADDRESS: 120 S. Ontario St., De Pere, WI 54155

LOAN AMOUNT: \$20,000.00

DATE: February 20, 2024

FOR VALUE RECEIVED, the undersigned borrower(s), whether one or more, (the “Borrower”) promises to pay the above stated loan amount (the “Loan” or the “Note”) to the City of De Pere (the “City”), a Wisconsin municipal corporation, at its offices located at 335 South Broadway, De Pere, WI 54115, on the Due Date, as defined below.

LOAN TERMS: Pursuant to the City’s Finance Personnel Committee and Common Council’s approval of this Loan/Note, the terms are as follows:

The City will loan the Borrower \$20,000.00 with a loan term of ten (10) years. The term of the Loan commences with the first draw of loan funds by the Borrower. The interest rate for the Loan is Zero Percent (0%) with five years of deferred payments and the Loan amortized over the remaining five (5) years and shall commence to accrue upon the date of the first disbursement of loan funds. Commencing January 1, 2029, the Borrower shall pay this Note in monthly installments of Three Hundred Thirty-Three Dollars and 33/100 (\$333.33), with a final payment of all unpaid principal and accrued interest at the end of the ten (10) year term (January 1, 2033) (the “Minimum Annual Payment”).

THIS LOAN may be prepaid at any time without penalty in full or in part.

THIS NOTE is secured by a mortgage on the property legally described in the attached Exhibit A (the “Property”) from the Borrower to the City.

DELINQUENCY CHARGE. If a payment owed under this promissory note is not paid on or before the 15th day after the Due Date, the City may collect a delinquency charge equal to 12% per annum on the unpaid balance until the amount due under this promissory note is paid in full.

THIS NOTE, including the entire balance of principal, together with late charges, shall become immediately due and payable to the City without notice or demand upon the occurrence of the earlier of the following (the “Due Date”):

- a. Title to, or equitable ownership in, the Property is transferred in any manner;
- b. Any indebtedness currently secured by the Property is refinanced; or
- c. 10 years from the date of execution of this promissory note.

The Borrower and endorsers of this Note, jointly and severally, agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay to the City reasonable attorney's fees incurred by it for making such collection, through and including all appellate levels and post-judgment proceedings.

No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of any such right or of any other right under this promissory note. A waiver on any one occasion shall not be construed as a bar to or a waiver of any such right on any future occasion. The Borrower for his/herself, his/her successors and assigns, do hereby expressly waive presentment for payment, notice of dishonor, presentment, notice of protest, protest and diligence in collection. It is expressly understood and agreed that the Borrower shall not be released from the covenants herein contained by reason of any forbearance or extension of time granted or release of any subsequent owner or owners of the property mortgaged as secured for this obligation.

This promissory note may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement is sought.

NOTICE TO BORROWER

A. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

B. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENTS YOU SIGN.

**C. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID
BALANCE DUE UNDER THIS NOTE.**

Signed and sealed this _____ day of _____, 20____ at De Pere, Wisconsin.

_____ (signature) _____ (signature)

Jared S. Fink (print/type) Abbey L. Kleinert (print/type)
Borrower Borrower

_____ (signature)

_____ (print/type)

City of De Pere

EXHIBIT A
PROPERTY MORTGAGE

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

Jared S. Fink and Abbey L. Kleinert, husband and wife,

(“Mortgagor,” whether one or more) mortgages to the City of De Pere, a Wisconsin municipal corporation,
 its successors or assigns (“Mortgagee,” whether one or more), to secure
 payment of \$ 20,000.00 evidenced by a note or notes, or other
 obligation (“Obligation”) dated February, 2024,
 executed by Mortgagor, pursuant to the Mortgage Note

,
 to Mortgagee, and any extensions, renewals and modifications of the Obligation
 and refinancings of any such indebtedness on any terms whatsoever (including
 increases in interest) and the payment of all other sums, with interest, advanced to
 protect the Property and the security of this Mortgage, and all other amounts paid
 by Mortgagee hereunder, the following property, together with all rights and
 interests appurtenant thereto in law or equity, all rents, issue and profits arising
 therefrom, including insurance proceeds and condemnation awards, all structures,
 improvements and fixtures located thereon, in Brown
 County, State of Wisconsin (“Property”):

Lot Four (4), Block Forty-eight (48), according to the recorded Plat of
 De Pere, in the City of De Pere, East side of Fox River, Brown County,
 Wisconsin.

Recording Area

Name and Return Address

Attorney Anthony S. Wachewicz III
 City Attorney, City of De Pere
 335 South Broadway Street
 De Pere, WI 54115

ED-1097

Parcel Identification Number (PIN)

This is homestead property.
 (is) (is not)

This _____ a purchase money mortgage.
 (is) (is not)

1. MORTGAGOR'S COVENANTS.

a. COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

b. FIXTURES. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. INSURANCE. Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing,

insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **BORROWER MORTGAGOR'S LOAN APPLICATION.** Borrower Mortgagor shall be in default if, during the Loan application process, Borrower Mortgagor or any persons or entities acting at the direction of Borrower Mortgagor or with Borrower Mortgagor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender Mortgagee (or failed to provide Lender Mortgagee with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower Mortgagor's occupancy of the Property.

6. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

7. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

8. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

9. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

10. CONSENT REQUIRED FOR TRANSFER. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

11. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

12. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

13. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☐ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- ☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under

the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____;
 (6) the state of organization and the organizational identification number of the debtor (if applicable) are _____; and
 (7) the address of the secured party is _____.

14. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

15. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

16. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

17. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated February , 2024 _____.

_____(SEAL) _____(SEAL)

* Jared S. Fink * Abbey L. Kleinert

_____(SEAL) _____(SEAL)

* _____ *

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____
 TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not, _____
 Authorized by Wis. Stats. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Anthony S. Wachewicz III
 De Pere City Attorney

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 _____ COUNTY)

Personally came before me on _____,
 the above-named _____

to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

* _____
 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: _____)

CITY OF DE PERE MEMO



To: Redevelopment Authority
From: Daniel Lindstrom, Development Services Director
Date: January 22, 2024

RE: Consideration and Possible Action on the Housing Stock Improvement Loan for Abbey Kleinert and Jared Fink, property owners at 120 S Ontario Street, De Pere WI 54115*

Background:

The City received the Housing Stock Improvement Program Loan application on November 25, 2023, from Abbey Kleinert and Jared Fink, property owners at 120 S Ontario ST.

The applicant is underway with an exterior addition to the original structure to add more space for their family and make it a two-bathroom home. The applicant began work on the structure in July of 2023 before they were aware of the program funds. They have since put the project on hold while the final program materials were being generated and finished in October/November of 2023. The applicant completed general framing, electrical, HVAC, and other work to the structure and exterior that totals over the minimum \$40,000 required to qualify for the \$20,000 maximum loan amount. The applicant provided the attached cost quote and existing expenses for the proposed work. The property owner proposes the following exterior improvements to update the façade.



Proposed Scope of Work	1) Addition adds an upstairs bathroom to make it a 2 full-bath home with one upstairs by bedrooms and one downstairs, and an extension of the kitchen on the first floor below the upstairs bathroom addition. 2) Fix the water flooding issue in the basement by digging a new foundation under the addition creating better drainage and installing a sump pump. 3) Replace the old and rotting deck
Applicants:	Abbey Kleinert and Jared Fink
Location of Home:	120 S Ontario Street
Number of Bedrooms:	3
Age of Structure:	123 Years
Owner Occupied:	Yes
Household Size:	3
Own Home/Purchasing:	Owned – 2 Years, 1 Month (purchased 12/8/2021)
Received multiple Quotes:	Yes
Uses of Funds Cost Summary:	The total cost for structural and exterior improvements is \$89,283. The costs associated with interior finishes are not initially included in the eligible expenses as they can be swapped out with greater ease than structural elements or other exterior improvements.

NOTE: The funds may only be used for improvements made on the primary housing structure and any additions and not any accessory structures on a particular lot unless adding an accessory dwelling unit or backyard cottage to a structure. Work on garages where the primary use is parking cars used by the resident household is an eligible use of loan funds; however, higher priority will be given to attached garages or garages where the primary use is parking cars – other accessory garages do not qualify.

Funds may also be used to make upgrades to home systems including electrical, plumbing, mechanical, or other systems or functionally outdated systems, to bring them into compliance with current standards and codes, or to modernize them to current quality, efficiency, and performance levels. Replacement or maintenance of home components that are expected to be replaced periodically such as water heaters and fixtures will not be funded. Repayment of any loan application fees incurred as part of this program is an eligible use of loan funds received. All systems (listed above) impacted by improvements shall be brought into full code compliance prior to receiving an occupancy permit. In addition to home system upgrades, loan funds may also be used for sump pump connection, window replacement and insulation improvements, or other measures that will increase the heating and cooling efficiency and overall performance of the home.

Cost Detail:**120 S Ontario St Housing Stock Improvement Project Estimate (Applicant Submission)**

Vendor		Detail	Budget	Eligible	Notes
Exterior					
Expedite Development GC	Vinyl Siding		\$8,765	Yes	
Expedite Development GC	Entry Landing and Back Deck		\$12,400	Yes	
Expedite Development GC	Final Grading		\$1,200	Yes	
Expedite Development GC	Prior - Framing/Complete new roof	\$66,918	Yes		Prior Cost
Expedite Development GC	Prior - Electrical				Prior Cost
Expedite Development GC	Prior - HVAC				Prior Cost
Expedite Development GC	Prior - Basement Flooding/Foundation and Sump Pump				Prior Cost
Interior					
Expedite Development GC	Plumbing and Updates to existing plumbing		\$7,200	Yes	
Expedite Development GC	Flooring		\$4,600	No	
Expedite Development GC	Bathroom Tile		\$6,800	No	
Expedite Development GC	Bathroom Vanity		\$650	No	
Expedite Development GC	Tub Platform		\$1,320	No	
Expedite Development GC	Finish Carpentry		\$4,280	No	
Expedite Development GC	Pine Casing on slopped ceilings		\$3,630	No	
Expedite Development GC	Painting		\$2,840	No	
Total			\$120,603.05		
Total Eligible Cost			\$89,283.05		
The maximum amount of any loan award will be \$20,000 or 50% of the total improvement cost, whichever is less.			\$44,641.53		Loan Maximum
					\$20,000

Current Property Value: \$241,400 (Eligible)

Existing Loan and Debt: Reported and projected loans to value is 49.9%

Current Property Funding:

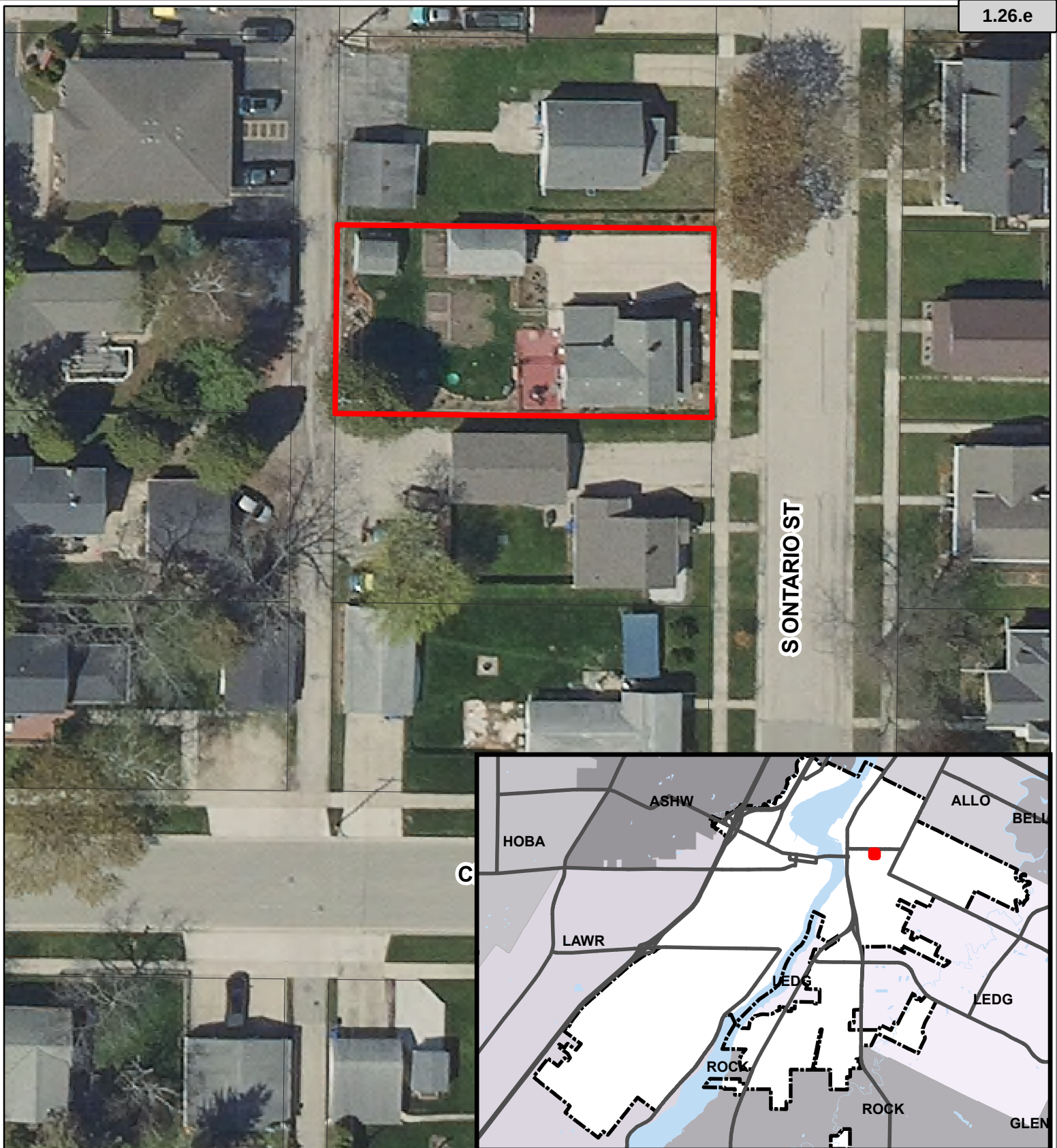
The applicant is eligible and is requesting a \$20,000 grant based on their proposed scope of work. This is the first request in 2024 under the Deeper Roots Housing Stock Improvement Program. The remainder of the project is funded through a Home Equity Line of Credit (HELOC) to be refinanced into a mortgage.

Recommendation:

The applicant is requesting a deviation from the program rules to allow the costs expended after the program was created but before the program applications were finalized to count towards the eligible expenses.

Staff recommends approval of the loan request for 120 S Ontario Street (ED-1097), in an amount not to exceed \$20,000.00, to be funded from the ARPA funding, and that the recommendation be forwarded to Council, subject to the following conditions:

- Final income verifications submitted to the City of De Pere – 2 most recent paystubs for both owners or if possible 2023 Tax Filing summary page (personal identification information redacted).
- Verification with the Primary Lender that they are in good standing.
- City Attorney final review and preparation of loan agreements.



120 S Ontario St

City of De Pere

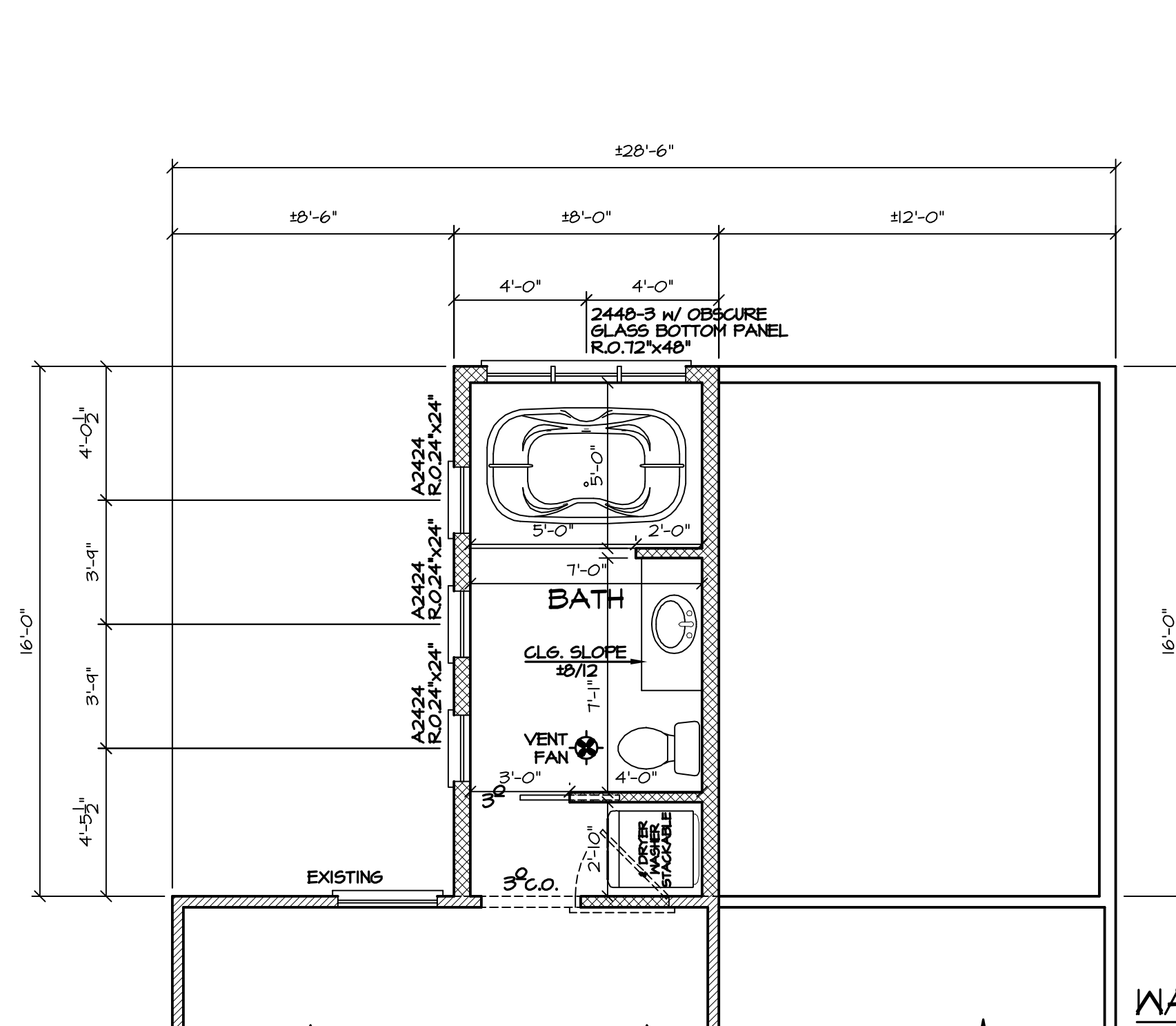
0 12.5 25 50 75 100 Feet



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.

File Path:

Data Source:



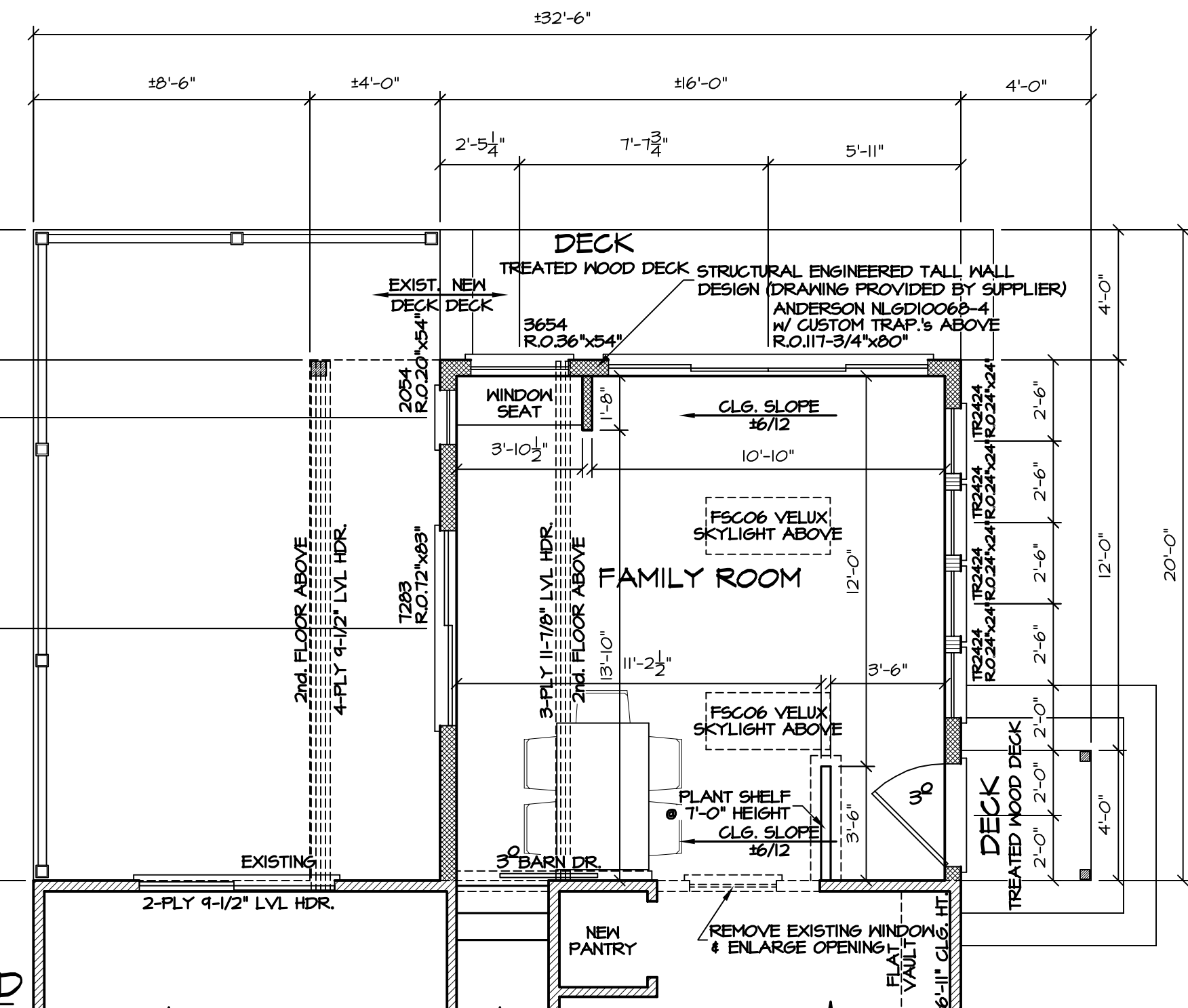
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
128 ADDED FINISHED SQUARE FEET

WALL TYPE LEGEND

- EXISTING / REMODELED
- ADDITION

ADDITION GENERAL NOTES

AS WITH ALL ADDITIONS / REMODELING THE BUILDER MUST VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR THE SAME. EXISTING PITCH, HEEL HEIGHT, AND O.H. LENGTH NEEDS TO BE VERIFIED BEFORE NEW ROOF TRUSSES ARE ORDERED TO ASSURE FASCIA HEIGHT & PEAKS MATCH.



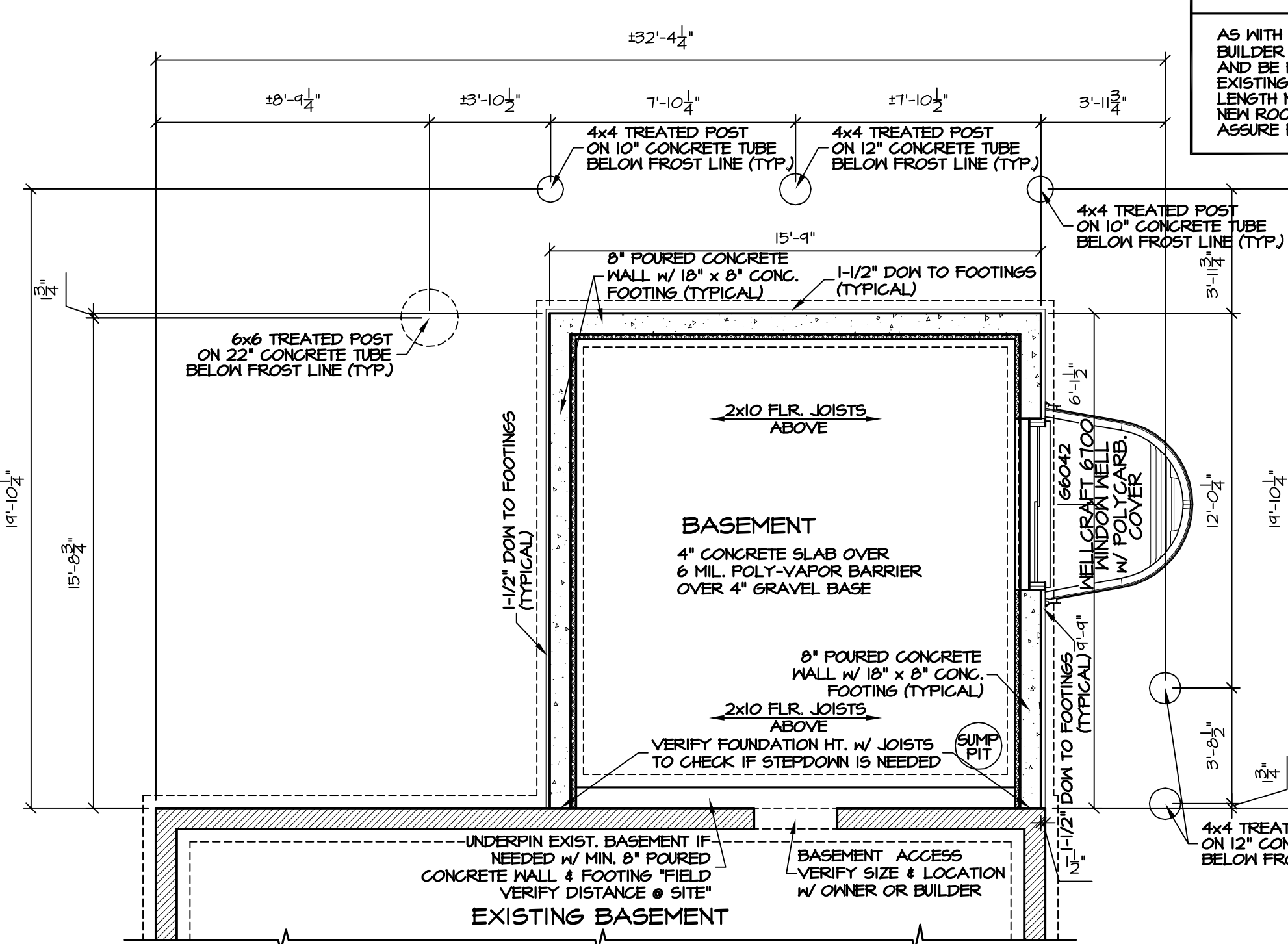
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
256 ADDED FINISHED SQUARE FEET

FLOOR PLAN GENERAL NOTES

- EXTERIOR FRAMED WALLS ARE DRAWN AT 4" AND 6". "EXTERIOR DIMENSIONS INCLUDE 1/2" SHEATHING" INTERIOR FRAMED WALLS ARE DRAWN AT 3 1/2" & 5 1/2".
- A MINIMUM OF A SINGLE COMMON STUD AND DOUBLE SHOULDER STUDS MUST BE USED FOR ALL HEADERS GREATER THAN 6'-0" IN LENGTH.
- BOTTOM OF WINDOW AND DOOR HEADERS ARE 6'-10" ABOVE THE SUBFLOOR UNLESS OTHERWISE NOTED.
- ALL HEADERS ABOVE OPENINGS IN FRAMED WALLS ARE 2-PLY 2x10'S UNLESS OTHERWISE NOTED ON ESTIMATE.
- CONTRACTOR TO VERIFY ALL CATHEDRAL, COFFERED, VAULTED, RAISED HEIGHT, AND TRAY CEILINGS WITH OWNER PRIOR TO TRUSS CONSTRUCTION.
- BUILDER TO PROVIDE AN ATTIC SCUTTLE AS NEEDED

FOUNDATION GENERAL NOTES

- CONCRETE CONTRACTOR & BUILDER ARE RESPONSIBLE TO VERIFY SOIL CONDITIONS AND FOLLOW STANDARDS PER SPS 320.24. THE MOST RESTRICTIVE STANDARDS OF SPS 312.15 - SPS 321.18, ACI 318-14, & ACI 332-14 FOR ALL FOOTING & WALL REINFORCEMENT, IF NEEDED, MUST BE FOLLOWED.
- ASSUMED SOIL BEARING CAPACITY IS 3000 PSF. FOOTING SIZES MUST BE ADJUSTED FOR VARYING SOIL CONDITIONS.
- EXTERIOR FRAMED WALLS ARE DRAWN AT 4" AND 6". "EXTERIOR DIMENSIONS INCLUDE 1/2" SHEATHING" INTERIOR FRAMED WALLS ARE DRAWN AT 3 1/2" & 5 1/2".
- ALL HEADERS ABOVE OPENINGS IN FRAMED WALLS ARE 2-PLY 2x10'S UNLESS OTHERWISE NOTED ON ESTIMATE.
- DIMENSIONS ON THE FOUNDATION PLAN INCLUDE ALL BRICK LEDGES AND CONCRETE SLAB BEARING LEDGES. IT IS THE CONTRACTORS RESPONSIBILITY TO ACCOUNT FOR AND VERIFY ALL LEDGE AND DIMENSION LOCATIONS.
- THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE CONTRACTOR:
FURNACE, ELECTRICAL SERVICES, SUMP PIT & PUMP, FLOOR DRAINS, WATER HEATER, WATER TREATMENT EQUIP.
- BUILDER TO VERIFY BSMT. WINDOW LOCATION WITH OWNER PRIOR TO CONSTRUCTION, AND PROVIDE HEADERS AT BASEMENT WINDOWS WHERE NEEDED.
- POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE.



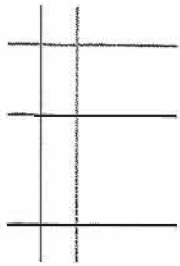
FOUNDATION PLAN
SCALE: 1/4" = 1'-0"
8'-0" POURED BSMT.

WALL TYPE LEGEND

- EXISTING / REMODELED
- ADDITION

ADDITION GENERAL NOTES

AS WITH ALL ADDITIONS / REMODELING THE BUILDER MUST VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR THE SAME. EXISTING PITCH, HEEL HEIGHT, AND O.H. LENGTH NEEDS TO BE VERIFIED BEFORE NEW ROOF TRUSSES ARE ORDERED TO ASSURE FASCIA HEIGHT & PEAKS MATCH.



EXPEDITE DEVELOPMENT

ARCHITECTURE | GENERAL CONSTRUCTION | CONSTRUCTION PROPERTY MANAGEMENT

1/17/2024

Jared Fink and Abbey Kleinert
120 S. Ontario
Depere, WI 54115

RE: proposal to complete home addition per plan dated 3-20-23

Exterior:

Vinyl siding	8,765.00
Entry landing, back deck	12,400.00
Final grading	1,200.00

Interior:

Bathroom Plumbing	7,200.00
-------------------	----------

Proposal is good for 45 days

Thank you for the
opportunity! Kevin

PHONE

920-901-5980

FAX

920-775-4567

EMAIL

kevin@expeditemanagement.com

21135 Hwy 151
Valders WI 54245

www.expeditedevelopment.com



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: Common Council

FROM: Daniel Lindstrom

SUBJECT: Resolution #24-16 Approving Housing Stock Improvement Mortgage and Loan and Authorizing Disbursement of Loan to Steven and Susan Karner (903 Jordan Road - Parcel ED-663-26).

At their meeting on January 22, 2024, the Redevelopment Authority (RDA) voted 5-0 to recommend approval of a Housing Stock Improvement Loan in the amount of \$20,000 to Susan and Steven Karner, property owners at 903 Jordan Road (ED-663-26). Recommendation for approval was subject to subject to the final loan agreements to be prepared by the City Attorney and presented to the Common Council for approval.

ATTACHMENTS:

- Reso24-16 (PDF)
- Mortgage Note City of De Pere-Karner(PDF)
- Mortgage - Karner (PDF)
- (DR-2402) Karner Review Memo 01222024 (PDF)
- Subject Map - 903 Jordan (PDF)
- Karner - Quotes (PDF)

RESOLUTION #24-16

APPROVING HOUSING STOCK IMPROVEMENT MORTGAGE AND LOAN AND
AUTHORIZING DISBURSEMENT OF LOAN TO STEVEN AND SUSAN KARNER
(903 Jordan Road - Parcel ED-663-26)

WHEREAS, the Common Council has approved the program documents, guides and materials for the “Deeper Roots” Housing and Affordable Housing Stock Improvement Loan Program, pursuant to Resolution #23-53, which provides loans not to exceed \$20,000.00 for eligible applicants seeking to construct substantial system or structural improvements to their home to enhance efficiency and bring it to modern standards; and

WHEREAS, Steven and Susan Karner, the owners of Parcel ED-663-26, have applied for a loan to update the façade and make exterior improvements to their property located at 903 Jordan Road; and

WHEREAS, said application provides cost estimates for contemplated improvements, with eligible expenses in the amount of \$58,426.00; and

WHEREAS, this improvement project has been reviewed by the Redevelopment Authority which recommends approval of a Housing Stock Improvement Loan in the total amount not to exceed \$20,000.00, subject to the provisions set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade/exterior improvements submitted by the applicants, as approved by the Redevelopment Authority, and thanks Steven and Susan Karner for investing in their property.

BE IT FURTHER RESOLVED THAT:

The Director of Development Services or their designee is authorized to approve disbursement of the loan in an amount not to exceed \$20,000.00 to Steven and Susan Karner, provided the following conditions are met:

Resolution #24-16

Page 2 of 2

1. Final income verifications from two most recent paystubs for both applicants or Summary Page from 2023 tax filing (with irrelevant personal information redacted).
2. Verification with primary lender that applicants are in good standing.
3. Execution of City's loan, mortgage, and any other necessary documents prepared by City Attorney.
4. Adherence to the terms and conditions of the "Deeper Roots" Housing and Affordable Housing Stock Improvement Loan Program guidelines.

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 20th day of February, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

RDA Approval: 01/22/2024

DE PERE HOUSING IMPROVEMENT LOAN PROGRAM

MORTGAGE NOTE

BORROWER(s) NAME(s): Steven Karner and Susan Karner

BORROWER(s) ADDRESS: 903 Jordan Road, De Pere, WI 54155

LOAN AMOUNT: \$20,000.00

DATE: February 20, 2024

FOR VALUE RECEIVED, the undersigned borrower(s), whether one or more, (the “Borrower”) promises to pay the above stated loan amount (the “Loan” or the “Note”) to the City of De Pere (the “City”), a Wisconsin municipal corporation, at its offices located at 335 South Broadway, De Pere, WI 54115, on the Due Date, as defined below.

LOAN TERMS: Pursuant to the City’s Finance Personnel Committee and Common Council’s approval of this Loan/Note, the terms are as follows:

The City will loan the Borrower \$20,000.00 with a loan term of ten (10) years. The term of the Loan commences with the first draw of loan funds by the Borrower. The interest rate for the Loan is Zero Percent (0%) with five years of deferred payments and the Loan amortized over the remaining five (5) years and shall commence to accrue upon the date of the first disbursement of loan funds. Commencing January 1, 2029, the Borrower shall pay this Note in monthly installments of Three Hundred Thirty-Three Dollars and 33/100 (\$333.33), with a final payment of all unpaid principal and accrued interest at the end of the ten (10) year term (January 1, 2033) (the “Minimum Annual Payment”).

THIS LOAN may be prepaid at any time without penalty in full or in part.

THIS NOTE is secured by a mortgage on the property legally described in the attached Exhibit A (the “Property”) from the Borrower to the City.

DELINQUENCY CHARGE. If a payment owed under this promissory note is not paid on or before the 15th day after the Due Date, the City may collect a delinquency charge equal to 12% per annum on the unpaid balance until the amount due under this promissory note is paid in full.

THIS NOTE, including the entire balance of principal, together with late charges, shall become immediately due and payable to the City without notice or demand upon the occurrence of the earlier of the following (the “Due Date”):

- a. Title to, or equitable ownership in, the Property is transferred in any manner;
- b. Any indebtedness currently secured by the Property is refinanced; or
- c. 10 years from the date of execution of this promissory note.

The Borrower and endorsers of this Note, jointly and severally, agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay to the City reasonable attorney's fees incurred by it for making such collection, through and including all appellate levels and post-judgment proceedings.

No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of any such right or of any other right under this promissory note. A waiver on any one occasion shall not be construed as a bar to or a waiver of any such right on any future occasion. The Borrower for his/herself, his/her successors and assigns, do hereby expressly waive presentment for payment, notice of dishonor, presentment, notice of protest, protest and diligence in collection. It is expressly understood and agreed that the Borrower shall not be released from the covenants herein contained by reason of any forbearance or extension of time granted or release of any subsequent owner or owners of the property mortgaged as secured for this obligation.

This promissory note may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement is sought.

NOTICE TO BORROWER

- A. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.**
- B. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENTS YOU SIGN.**
- C. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS NOTE.**

Signed and sealed this _____ day of _____, 20____ at De Pere, Wisconsin.

_____ (signature) _____ (signature)

Steven R. Karner (print/type) Susan L. Karner (print/type)
Borrower Borrower

_____ (signature)

_____ (print/type)

City of De Pere

EXHIBIT A
PROPERTY MORTGAGE

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

Steven R. Karner and Susan L. Karner, husband and wife,

("Mortgagor," whether one or more) mortgages to the City of De Pere, a Wisconsin municipal corporation,
 its successors or assigns ("Mortgagee," whether one or more), to secure
 payment of \$ 20,000.00 evidenced by a note or notes, or other
 obligation ("Obligation") dated February, 2024,
 executed by Mortgagor, pursuant to the Mortgage Note

,
 to Mortgagee, and any extensions, renewals and modifications of the Obligation
 and refinancings of any such indebtedness on any terms whatsoever (including
 increases in interest) and the payment of all other sums, with interest, advanced to
 protect the Property and the security of this Mortgage, and all other amounts paid
 by Mortgagee hereunder, the following property, together with all rights and
 interests appurtenant thereto in law or equity, all rents, issue and profits arising
 therefrom, including insurance proceeds and condemnation awards, all structures,
 improvements and fixtures located thereon, in Brown
 County, State of Wisconsin ("Property"):

Lot One (1), Block Three (3), according to the recorded Plat of First
 Addition Matzke Subdivision, in the City of De Pere, east side of Fox River,
 Brown County, Wisconsin

Recording Area

Name and Return Address

Attorney Anthony S. Wachewicz III
 City Attorney, City of De Pere
 335 South Broadway Street
 De Pere, WI 54115

ED-663-26

Parcel Identification Number (PIN)

This is homestead property.
 (is) (is not)

This _____ a purchase money mortgage.
 (is) (is not)

1. MORTGAGOR'S COVENANTS.

a. COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

b. FIXTURES. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. INSURANCE. Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing,

insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **BORROWER MORTGAGOR'S LOAN APPLICATION.** Borrower Mortgagor shall be in default if, during the Loan application process, Borrower Mortgagor or any persons or entities acting at the direction of Borrower Mortgagor or with Borrower Mortgagor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender Mortgagee (or failed to provide Lender Mortgagee with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower Mortgagor's occupancy of the Property.

6. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

7. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

8. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

9. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

10. CONSENT REQUIRED FOR TRANSFER. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

11. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

12. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

13. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☐ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- ☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under

the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____;
 (6) the state of organization and the organizational identification number of the debtor (if applicable) are _____; and
 (7) the address of the secured party is _____.

14. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

15. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

16. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

17. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated February, 2024.

_____(SEAL) _____(SEAL)

* Steven R. Karner * Susan L. Karner

_____(SEAL) _____(SEAL)

* _____ *

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____
 TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not, _____
 Authorized by Wis. Stats. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Anthony S. Wachewicz III

De Pere City Attorney

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 _____ COUNTY)

Personally came before me on _____,
 the above-named _____

to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

* _____
 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: _____)

CITY OF DE PERE MEMO



To: Redevelopment Authority
From: Daniel Lindstrom, Development Services Director
Date: January 22, 2024

RE: Consideration and Possible Action on the Housing Stock Improvement Loan for Susan and Steven Karner, property owners at 903 Jordan Road (ED-663-26)*

Background:

The City received the Housing Stock Improvement Program Loan application on December 29, 2023, from Susan and Steve Karner, property owners at 903 Jordan Road.

The Applicant proposed to remove the existing siding on the home and partially attached garage and replace it with board and batten siding, new fascia and soffit, trim exterior windows, and add a new exterior door to the rear of the structure. The applicant provided the attached cost quote and existing expenses for the proposed work. The property owner proposes the following exterior improvements to update the façade.



Proposed Scope of Work	1) Façade improvements. Remove all siding and replace with board and batten style along with insulated vinyl siding. Replace OSB on the attached garage, install new soffit and fascia, install white aluminum porch ceiling, wrap brick window molding to weather protect, add new exterior to rear of garage/house. 2) Replace the front steps and add front 14' wide front porch behind the required setbacks.
Applicants:	Susan and Steven Karner
Location of Home:	903 Jordan Road
Number of Bedrooms:	4
Age of Structure:	71 Years
Owner Occupied:	Yes
Household Size:	2
Own Home/Purchasing:	Owned – 31 Years
Received multiple Quotes:	Yes
Uses of Funds Cost Summary:	The total cost for structural and exterior improvements is \$58,426.

NOTE: The funds may only be used for improvements made on the primary housing structure and any additions and not any accessory structures on a particular lot unless adding an accessory dwelling unit or backyard cottage to a structure. Work on garages where the primary use is parking cars used by the resident household is an eligible use of loan funds; however, higher priority will be given to attached garages or garages where the primary use is parking cars – other accessory garages do not qualify.

Funds may also be used to make upgrades to home systems including electrical, plumbing, mechanical, or other systems or functionally outdated systems, to bring them into compliance with current standards and codes, or to modernize them to current quality, efficiency, and performance levels. Replacement or maintenance of home components that are expected to be replaced periodically such as water heaters and fixtures will not be funded. Repayment of any loan application fees incurred as part of this program is an eligible use of loan funds received. All systems (listed above) impacted by improvements shall be brought into full code compliance prior to receiving an occupancy permit. In addition to home system upgrades, loan funds may also be used for sump pump connection, window replacement and insulation improvements, or other measures that will increase the heating and cooling efficiency and overall performance of the home.

Cost Detail:**903 Jordan Road Housing Stock Improvement Project Estimate (Applicant Submission)**

Vendor	Detail	Budget	Eligible	Notes
Exterior				
Exterior Designs LLC	Façade/Exterior Siding Improvements	\$46,304	Yes	
Exterior Designs LLC	Front Porch Installation	\$12,122	Yes	
Interior				
		Total	\$58,426.00	
		Total Eligible Cost	\$58,426.00	
		The maximum amount of any loan award will be \$20,000 or 50% of the total improvement cost, whichever is less.		
			\$29,213.00	
				Loan Maximum
				\$20,000

Current Property Value: \$212,200 (Eligible)

Existing Loan and Debt: Reported and projected loans to value is 67.8%

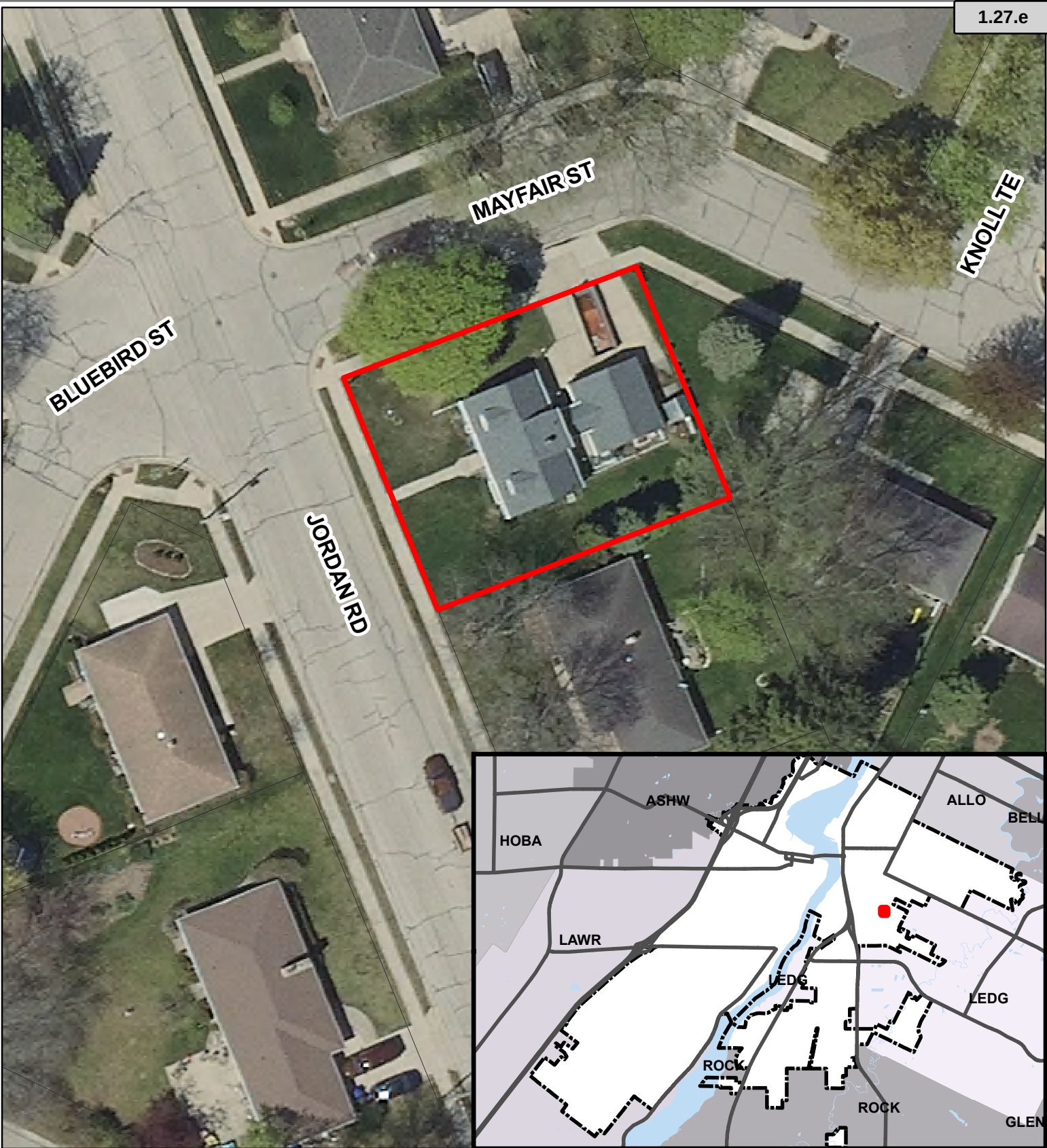
Current Property Funding:

The applicant is eligible and is requesting a \$20,000 grant based on their proposed scope of work. This is the second request in 2024 under the Deeper Roots Housing Stock Improvement Program. The remainder of the project is funded through a Home Equity Line of Credit (HELOC) and mortgage.

Recommendation:

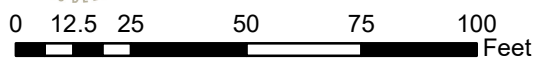
Staff recommends approval of the loan request for 903 Jordan Road (ED-663-26), in an amount not to exceed \$20,000.00, to be funded from the ARPA funding, and that the recommendation be forwarded to Council, subject to the following conditions:

- Final income verifications submitted to the City of De Pere – 2 most recent paystubs for both owners or if possible 2023 Tax Filing summary page (personal identification information redacted).
- Verification with the Primary Lender that they are in good standing.
- City Attorney final review and preparation of loan agreements.



903 Jordan RD

City of De Pere



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.

File Path:

Data Source

PROPOSAL

1.27.f

Page No. _____ of Pages _____

EXTERIOR

DESIGNS LLC

Windows - Siding - Doors

1016 Grosse Road

Little Suamico, WI 54141

ph: 920.826-2210

f: 920.826.2213

brian@exteriordesignsllc.com

www.exteriordesignsllc.com

SUBMITTED TO:

Name STEVE & SUSAN KARNER Date 08/16/23Street 903 JORDON RDCity DE PERE State WI Zip Code 54301Home Phone 920-401-6074

Work Phone(s) _____

Customer Email _____

APPROXIMATE TIME FROM START TO COMPLETION: SPRING - 2024 Weeks from DepositED to deliver and install as follows: REMOVE OLD SIDING ON HOME AND GARAGE, AND DISPOSE OF IT.INSTALL SIDING AS STATED IN ADDENDUM TO PROPOSAL - INSTALL
1/2" OSB BOARD TO GARAGE. INSTALL CRANE SIDING BY ROYLE INSTALL
BOARD & BATTEN COLOR OCEANSIDE, TO FRONT TWO DOORS EXCEPT GABLE DOORS.+ LEFT & RIGHT GABLES ON HOME AND FRONT & BACK OF GABLES ON GARAGE
AND BACK SIDES OF REAR DOOR.DIVIDE GABLES BY INSTALLING A FREEZE BOARD WRAPPED WITH CUSTOM BEAT
WHITE ALUMINUM. FRONT DOORS ALSO FREEZE BOARD TO DIVIDE LOWER BOARD ANDBATTEN AND GABLES TRIPLE SIX. ALL OTHER WALLS TO BE HORIZONTAL TOTAL TO BETRIPLE SIX INSULATED COLOR REGATTA. HOME AND GARAGE CORNERS
TO BE WHITE. ~~FRONT~~ FRONT DOORS CORNERS WHITE FRONT DOOR GABLES TOBE TRIPLE SIX SIDING. INSTALL SOFFIT & FASCIA TO HOME AND
GARAGE. INSTALL WHITE ALUMINUM PORCH CEILING TO BREEZEWAY COLOR WHITE
WRAP BRICK MANTLING ON BACK PICTURE WINDOW AND TWO D/HUNG UP
SOFFIT BED ROOM. CUT IN OPENING FOR EIA. BACK OF GARAGE WHERE WINDOW
IS NOW. DOOR OPENING. 36x80 \$46,304 -WE PROPOSE hereby to furnish material and labor - complete in
accordance with above specifications - for the sum of:

Dollars (\$) _____

Payment to be made as follows: 1/2 DOWN BEFORE ORDER
BALANCE DUE WHEN JOB IS DONE

Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.
Credit card purchases add 4%.All material is guaranteed to be as specified. All work to be completed in a workmanlike manner
according to standard practices.Any alteration or deviation from the above specifications involving extra costs will be done
only upon a written change order. The costs will become an extra charge over and above the
estimate. This is to include, but is not limited to, hidden damages that are uncovered during the
course of the job and additional work required by local building inspectors or buyer.All elements of this agreement are contingent upon strikes, accidents or delays beyond our
control. The estimate does not include material price increases or additional labor and materials
which may be required should unforeseen problems arise after the work has started. Upon
request, lien waivers can be furnished to buyers. Buyer will furnish any applicable building permit.You, the buyer, may cancel this transaction at any time prior to midnight of the third business day
after the date of this transaction. Cancellation must be in writing.1. Exterior Designs LLC has my permission to place a yard sign on my property and to use my
name to solicit business.2. Buyer understands that the balance due will be paid at time of completion of primary work.
If service work is needed to follow-up primary work, Exterior Designs LLC guarantees
completion.

initials _____

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Signature _____

Date _____

Packet Pg. 311

PROPOSAL

EXTERIOR

DESIGNS LLC

Windows - Siding - Doors

1016 Grosse Road

Little Suamico, WI 54141

ph: 920.826-2210

f: 920.826.2213

brian@exteriordesignsllc.com

www.exteriordesignsllc.com

SUBMITTED TO:

Name SHAR E SUSAN TURNER Date 08/16/23

Street 903 JORDON RD

City DE PERE State WI Zip Code 54115

Home Phone 920-401-6074

Work Phone(s) _____

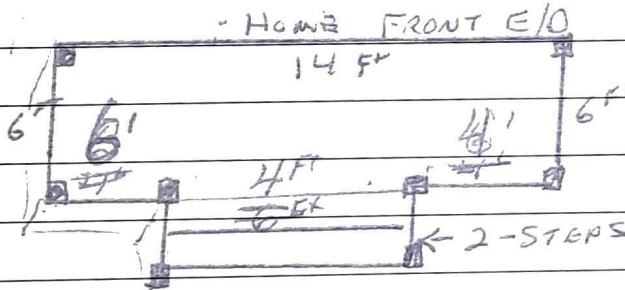
Customer Email _____

APPROXIMATE TIME FROM START TO COMPLETION: SPRING 2024 Weeks from Deposit

ED to deliver and install as follows:

SCALE DOWN OLD CEMENT + BRICK FRONT PORCH AND
DROP INSIDE OLD PORCH SO THAT TOP OF 2x6 BOARDS
WILL DROP DOWN 4 INCHES UNDER STORM DOOR.

PORCH



BUILD OFF WALL OF

FRONT OF HOME

SUPPORTED BY (3) DIAMETER
PIERS

UNDER DECK VINYL + STAIRS

ALL OUTSIDE WALLS ENCLOSE WITH TREATED BOARDS.

This proposal does not include: DECK AND STAIR RAILING & POSTS - FAIRWAY A210

ALL WHITE ALUMINUM

\$11,915 =

207 = OFF RAIL

612,122 =

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications - for the sum of:

Dollars (\$)

Payment to be made as follows: DOWN BEFORE ORDER
BALANCE DUE WHEN JOB IS DONE

Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.
Credit card purchases add 4%.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above the estimate. This is to include, but is not limited to, hidden damages that are uncovered during the course of the job and additional work required by local building inspectors or buyer.

All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. The estimate does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. Upon request, lien waivers can be furnished to buyers. Buyer will furnish any applicable building permit.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be in writing.

1. Exterior Designs LLC has my permission to place a yard sign on my property and to use my name to solicit business.

2. Buyer understands that the balance due will be paid at time of completion of primary work. If service work is needed to follow-up primary work, Exterior Designs LLC guarantees completion.

initials _____

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Signature _____

Date _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 2-20-2024 VOUCHERS (PDF)

2/16/2024 9:00 AM

A/P HISTORY CHECK REPORT

PAGE: 1

VENDOR SET: 01 City of De Pere

BANK: * ALL BANKS

DATE RANGE: 2/07/2024 THRU 2/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK	V	2/14/2024			105211
	C-CHECK		VOID CHECK	V	2/14/2024			105213
	C-CHECK		VOID CHECK	V	2/20/2024			105307

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	3 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	3	0.00	0.00	0.00
BANK: * TOTALS:	3	0.00	0.00	0.00

2/16/2024 9:00 AM

A/P HISTORY CHECK REPORT

PAGE: 2

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 2/07/2024 THRU 2/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0016	ASSOCIATED BANK							
I-T1 202402064924	FEDERAL WITHHOLDING	D	2/09/2024	43,208.97		000846		
I-T3 202402064924	FICA TAXES	D	2/09/2024	46,902.04		000846		
I-T4 202402064924	MEDICARE TAXES	D	2/09/2024	14,096.58		000846		104,207.59
5133	EMPOWER RETIREMENT (GREAT WEST							
I-121202402064924	Employee Contributions	D	2/09/2024	8,403.00		000847		
I-122202402064924	Employee Contributions	D	2/09/2024	1,075.43		000847		
I-150202402064924	Employee Roth Contributions	D	2/09/2024	2,180.00		000847		
I-152202402064924	Employee Roth Contributions	D	2/09/2024	761.52		000847		12,419.95
0483	NATIONWIDE RETIREMENT SOLUTION							
I-104202402064924	EMPLOYEE CONTRIBUTIONS	D	2/09/2024	4,995.00		000848		
I-151202402064924	Employee Roth Contributions	D	2/09/2024	1,866.00		000848		6,861.00
4043	WI DEPARTMENT OF REVENUE							
I-T2 202402064924	STATE WITHHOLDING	D	2/09/2024	20,170.95		000849		20,170.95
0596	WI SCTF							
I-201202402064924	CHILD SUPPORT/CITY OF DE PERE	D	2/09/2024	1,336.92		000850		1,336.92
0299	WI RETIREMENT FUND							
I-303202401104796	RET POLICE CITY	D	2/14/2024	19,012.84		000851		
I-303202401234870	RET POLICE CITY	D	2/14/2024	19,152.51		000851		
I-304202401104796	RET FIRE CITY	D	2/14/2024	18,978.52		000851		
I-304202401234870	RET FIRE CITY	D	2/14/2024	18,493.89		000851		
I-307202401104796	RET GENERAL EMPLOYER	D	2/14/2024	17,041.31		000851		
I-307202401234870	RET GENERAL EMPLOYER	D	2/14/2024	18,493.90		000851		
I-311202401104796	RET POLICE EMPLOYEE	D	2/14/2024	9,161.17		000851		
I-311202401234870	RET POLICE EMPLOYEE	D	2/14/2024	9,228.45		000851		
I-312202401104796	RET NON-REP EMPLOYEE PORTION	D	2/14/2024	17,041.31		000851		
I-312202401234870	RET NON-REP EMPLOYEE PORTION	D	2/14/2024	18,493.90		000851		
I-314202401104796	RET FIRE EMPLOYEE	D	2/14/2024	6,848.88		000851		
I-314202401234870	RET FIRE EMPLOYEE	D	2/14/2024	6,674.03		000851		178,620.71
0016	ASSOCIATED BANK							
I-218202402064924	FF Welfare Fund Acct #80406116	R	2/09/2024	203.00		105172		203.00
7526	CITY OF DE PERE - FLEX							
I-114202402064924	HEALTH CARE CONTRIBUTIONS	R	2/09/2024	2,811.55		105173		
I-115202402064924	DEPENDENT CARE CONTRIBUTIONS	R	2/09/2024	576.90		105173		3,388.45
8187	WISCONSIN DEPT OF REVENUE							
I-DOR202402064924	G N HENRIGILLIS LEVY PROCEEDS	R	2/09/2024	138.40		105174		138.40

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 2/07/2024 THRU 2/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0472	FOX COMMUNITIES CREDIT UNION							
I-211202402064924	DE PERE POLICE EMPLOYEE DUES	R	2/09/2024	825.00		105175		825.00
7950	FOX COMMUNITIES CREDIT UNION							
I-216202402064924	LOCAL 141 CHARITIES	R	2/09/2024	14.00		105176		14.00
0471	IAFF LOCAL 141 AFL-CIO CLC							
I-210202402064924	IAFF LOCAL 141 EMPLOYEE DUES	R	2/09/2024	766.80		105177		766.80
4262	LIFE INSURANCE OF THE SOUTHWES							
I-116202402064924	ALTERNATIVE FICA	R	2/09/2024	1,170.95		105178		1,170.95
5405	AT&T MOBILITY							
I-287299516426X20124	AT&T MOBILITY	R	2/14/2024	1,401.56		105179		1,401.56
0011	AT&T WISCONSIN							
I-202402134929	AT&T WISCONSIN	R	2/14/2024	1,537.98		105180		1,537.98
2614	BEST BUILT INC							
I-202402134930	BEST BUILT INC	R	2/14/2024	249.81		105181		249.81
9183	KURTIS A CARLIN							
I-202402134931	KURTIS A CARLIN	R	2/14/2024	190.02		105182		190.02
9184	TREVOR M DEGENEFTE							
I-202402134932	TREVOR M DEGENEFTE	R	2/14/2024	602.07		105183		602.07
8942	DON M DONEY JR REVOCABLE TRUST							
I-202402134933	DON M DONEY JR REVOCABLE TRUST	R	2/14/2024	115.85		105184		115.85
9185	SIMON & MAGGIE DONKOR							
I-202402134934	SIMON & MAGGIE DONKOR	R	2/14/2024	190.02		105185		190.02
9144	FOX COMMUNITIES CREDIT UNION							
I-202402134935	FOX COMMUNITIES CREDIT UNION	R	2/14/2024	190.02		105186		190.02
5532	GARROW OIL CORP							
I-1143664	GARROW OIL CORP	R	2/14/2024	23,066.44		105187		23,066.44
9186	QUAN M HOANG							
I-202402134936	QUAN M HOANG	R	2/14/2024	190.02		105188		190.02
9187	ROBERT J HOEKSTRA							
I-202402134937	ROBERT J HOEKSTRA	R	2/14/2024	190.02		105189		190.02

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 2/07/2024 THRU 2/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9188	RYAN HOPF							
I-202402134938	RYAN HOPF	R	2/14/2024	38.96		105190		38.96
9189	JACHNA LLC							
I-202402134939	JACHNA LLC	R	2/14/2024	2.00		105191		2.00
0362	JOHNSON CONTROLS FIRE PROTECTI							
I-23843979	JOHNSON CONTROLS FIRE PROTECTI	R	2/14/2024	621.45		105192		621.45
9190	JACOB D JONES							
I-202402134940	JACOB D JONES	R	2/14/2024	38.00		105193		38.00
9191	ERIC D KUEHL							
I-202402134941	ERIC D KUEHL	R	2/14/2024	235.94		105194		235.94
0779	VICKIE LAMBERT							
I-202402144954	VICKIE LAMBERT	R	2/14/2024	241.43		105195		241.43
9192	CORTNEY D LARSON							
I-202402134942	CORTNEY D LARSON	R	2/14/2024	200.45		105196		200.45
8936	RICHARD LARSON							
I-202402134943	RICHARD LARSON	R	2/14/2024	21.72		105197		21.72
9193	LORI J LEGREVE							
I-202402134944	LORI J LEGREVE	R	2/14/2024	58.21		105198		58.21
9194	ANDREW J MINCZESKI							
I-202402134945	ANDREW J MINCZESKI	R	2/14/2024	2,048.46		105199		2,048.46
9195	JASON G PLACE							
I-202402134946	JASON G PLACE	R	2/14/2024	235.94		105200		235.94
9196	MICHAEL S SCHNEIDER							
I-202402134947	MICHAEL S SCHNEIDER	R	2/14/2024	235.94		105201		235.94
9197	LUKE SMITS							
I-202402134948	LUKE SMITS	R	2/14/2024	235.94		105202		235.94
0555	SPECTRUM							
I-202402134949	SPECTRUM	R	2/14/2024	473.54		105203		473.54
9198	ANDREA THORPE							
I-202402134950	ANDREA THORPE	R	2/14/2024	190.02		105204		190.02

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 2/07/2024 THRU 2/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7309	TRILLIUM CNG							
I-24205739	TRILLIUM CNG	R	2/14/2024	3,770.84		105205		3,770.84
8668	WELLS FARGO RE TAX SERVICES							
I-202402134951	WELLS FARGO RE TAX SERVICES	R	2/14/2024	235.94		105206		235.94
8072	WI DEPT OF TRANSPORTATION							
I-202402134952	WI DEPT OF TRANSPORTATION	R	2/14/2024	165.50		105207		165.50
0298	WI PUBLIC SERVICE							
I-202402134953	WI PUBLIC SERVICE	R	2/14/2024	3,991.23		105208		3,991.23
6759	NICOLET NATIONAL BANK							
I-202402144955	NICOLET NATIONAL BANK	R	2/14/2024	5,777.17		105209		5,777.17
0055	CITY OF DE PERE - DENTAL							
I-100202401104796	DENTAL FAMILY	R	2/14/2024	2,813.82		105210		
I-100202401234870	DENTAL FAMILY	R	2/14/2024	2,813.82		105210		
I-101202401104796	DENTAL FAMILY	R	2/14/2024	1,835.10		105210		
I-101202401234870	DENTAL FAMILY	R	2/14/2024	1,835.10		105210		
I-102202401104796	DENTAL SINGLE P/F	R	2/14/2024	261.56		105210		
I-102202401234870	DENTAL SINGLE P/F	R	2/14/2024	261.56		105210		
I-103202401104796	DENTAL SINGLE	R	2/14/2024	342.04		105210		
I-103202401234870	DENTAL SINGLE	R	2/14/2024	342.04		105210		
I-127202401104796	DENTAL FAMILY	R	2/14/2024	909.53		105210		
I-127202401234870	DENTAL FAMILY	R	2/14/2024	909.53		105210		
I-128202401104796	DENTAL SINGLE P/F	R	2/14/2024	16.78		105210		
I-128202401234870	DENTAL SINGLE P/F	R	2/14/2024	16.78		105210		
I-129202401104796	DENTAL FAMILY P/F	R	2/14/2024	287.16		105210		
I-129202401234870	DENTAL FAMILY P/F	R	2/14/2024	287.16		105210		
I-135202401104796	DENTAL DA FAMILY 63%	R	2/14/2024	47.86		105210		
I-135202401234870	DENTAL DA FAMILY 63%	R	2/14/2024	47.86		105210		
I-202402134925	CITY OF DE PERE - DENTAL	R	2/14/2024	1,885.26		105210		14,912.96
0056	CITY OF DE PERE - HEALTH							
I-108202401104796	HEALTH SINGLE	R	2/14/2024	5,816.47		105212		
I-108202401234870	HEALTH SINGLE	R	2/14/2024	5,816.47		105212		
I-109202401104796	HEALTH PLUS 1	R	2/14/2024	3,418.80		105212		
I-109202401234870	HEALTH PLUS 1	R	2/14/2024	3,418.80		105212		
I-110202401104796	HEALTH FAMILY	R	2/14/2024	49,531.15		105212		
I-110202401234870	HEALTH FAMILY	R	2/14/2024	49,531.15		105212		
I-111202401104796	HEALTH SINGLE P/F	R	2/14/2024	3,367.54		105212		
I-111202401234870	HEALTH SINGLE P/F	R	2/14/2024	3,367.54		105212		
I-112202401104796	HEALTH PLUS 1 P/F	R	2/14/2024	1,709.37		105212		
I-112202401234870	HEALTH PLUS 1 P/F	R	2/14/2024	1,709.37		105212		
I-113202401104796	HEALTH FAMILY P/F	R	2/14/2024	31,774.70		105212		
I-113202401234870	HEALTH FAMILY P/F	R	2/14/2024	31,774.70		105212		
I-136202401104796	HEALTH FAMILY 63% EE	R	2/14/2024	934.55		105212		

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 2/07/2024 THRU 2/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-136202401234870	HEALTH FAMILY 63% EE	R	2/14/2024	934.55		105212		
I-140202401104796	VISION SINGLE	R	2/14/2024	58.20		105212		
I-140202401234870	VISION SINGLE	R	2/14/2024	58.20		105212		
I-141202401104796	VISION EE/SPOUSE	R	2/14/2024	71.76		105212		
I-141202401234870	VISION EE/SPOUSE	R	2/14/2024	71.76		105212		
I-142202401104796	VISION EE/CHILDREN	R	2/14/2024	12.96		105212		
I-142202401234870	VISION EE/CHILDREN	R	2/14/2024	12.96		105212		
I-144202401104796	VISION FAMILY	R	2/14/2024	246.24		105212		
I-144202401234870	VISION FAMILY	R	2/14/2024	246.24		105212		
I-202402134926	CITY OF DE PERE - HEALTH	R	2/14/2024	20,889.04		105212		214,772.52
0178	SECURIAN FINANCIAL GROUP, INC.							
I-117202401104796	LIFE INSURANCE CONTRIBUTIONS	R	2/14/2024	730.46		105214		
I-117202401234870	LIFE INSURANCE CONTRIBUTIONS	R	2/14/2024	730.46		105214		
I-202402134927	SECURIAN FINANCIAL GROUP, INC.	R	2/14/2024	444.82		105214		
I-221202401104796	LIFE INSURANCE AFTER TAX	R	2/14/2024	1,535.02		105214		
I-221202401234870	LIFE INSURANCE AFTER TAX	R	2/14/2024	1,535.02		105214		4,975.78
7872	STANDARD INSURANCE COMPANY							
I-202402134928	STANDARD INSURANCE COMPANY	R	2/14/2024	249.47		105215		
I-301202401104796	DISABILITY INSURANCE	R	2/14/2024	1,426.33		105215		
I-301202401234870	DISABILITY INSURANCE	R	2/14/2024	1,436.48		105215		3,112.28
3248	ROD DEVILEY							
I-202402144956	ROD DEVILEY	R	2/14/2024	250.00		105216		250.00
2984	BROWN COUNTY TREASURER							
I-202402154993	BROWN COUNTY TREASURER	R	2/15/2024	523.06		105217		523.06
8095	NORTHEAST WI TECH COLLEGE							
I-202402154994	NORTHEAST WI TECH COLLEGE	R	2/15/2024	102.34		105218		102.34
0271	UNIFIED SCHOOL DISTRICT OF DE							
I-202402154995	UNIFIED SCHOOL DISTRICT OF DE	R	2/15/2024	966.49		105219		966.49
0302	AIRGAS INC							
I-5505186051	AIRGAS INC	R	2/20/2024	680.47		105220		680.47
9199	AARON ALBERTS							
I-202402144957	AARON ALBERTS	R	2/20/2024	81.47		105221		81.47
0007	AMBROSIUS SALES & SERVICE INC							
I-63824	AMBROSIUS SALES & SERVICE INC	R	2/20/2024	105.66		105222		
I-63994	AMBROSIUS SALES & SERVICE INC	R	2/20/2024	5.38		105222		
I-64075	AMBROSIUS SALES & SERVICE INC	R	2/20/2024	145.40		105222		256.44

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 2/07/2024 THRU 2/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7873	AMERICAN CONSERVATION & BILLIN							
I-16363	AMERICAN CONSERVATION & BILLIN	R	2/20/2024	1,042.00		105223		1,042.00
2878	ARING EQUIPMENT CO INC							
I-D38532	ARING EQUIPMENT CO INC	R	2/20/2024	1,755.18		105224		1,755.18
9173	ASP INC							
I-479983-IN	ASP INC	R	2/20/2024	1,454.83		105225		1,454.83
0496	ASTRO HYDRAULICS INC							
I-77424	ASTRO HYDRAULICS INC	R	2/20/2024	1,365.80		105226		1,365.80
0442	BADGER LABORATORIES INC							
I-24-54004323	BADGER LABORATORIES INC	R	2/20/2024	675.00		105227		675.00
0020	BADGERLAND PRINTING INC							
I-40987	BADGERLAND PRINTING INC	R	2/20/2024	40.00		105228		
I-41000	BADGERLAND PRINTING INC	R	2/20/2024	44.00		105228		
I-41038	BADGERLAND PRINTING INC	R	2/20/2024	180.00		105228		264.00
0023	BATTERIES PLUS LLC							
I-P70139052	BATTERIES PLUS LLC	R	2/20/2024	123.84		105229		123.84
6404	BAY AREA TESTING & CONSULTING							
I-7003	BAY AREA TESTING & CONSULTING	R	2/20/2024	283.10		105230		283.10
0027	BAY TOWEL INC							
I-4619387	BAY TOWEL INC	R	2/20/2024	178.70		105231		178.70
0028	BAY VERTE MACHINERY INC							
I-516707-00	BAY VERTE MACHINERY INC	R	2/20/2024	399.99		105232		399.99
8891	BAYCARE AURORA LLC							
I-188-CI0000682	BAYCARE AURORA LLC	R	2/20/2024	266.80		105233		266.80
0025	BAYCOM INC							
I-EQUIPINV_047465	BAYCOM INC	R	2/20/2024	559.80		105234		559.80
1315	BELLIN HEALTH							
I-MB11238	BELLIN HEALTH	R	2/20/2024	7.20		105235		7.20
9077	BERGSTROM AUTO							
I-2017946C	BERGSTROM AUTO	R	2/20/2024	101.09		105236		
I-718425F	BERGSTROM AUTO	R	2/20/2024	49.56		105236		
I-719049F	BERGSTROM AUTO	R	2/20/2024	356.63		105236		507.28

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3008	BOUND TREE MEDICAL LLC							
I-85226045	BOUND TREE MEDICAL LLC	R	2/20/2024	484.23		105237		
I-85241595	BOUND TREE MEDICAL LLC	R	2/20/2024	675.42		105237		1,159.65
6814	JAMES BOYD							
I-202402144958	JAMES BOYD	R	2/20/2024	184.20		105238		184.20
0649	BRAUER SUPPLY & EQUIPMENT							
I-2310	BRAUER SUPPLY & EQUIPMENT	R	2/20/2024	8,116.01		105239		
I-2337	BRAUER SUPPLY & EQUIPMENT	R	2/20/2024	2,369.67		105239		
I-2340	BRAUER SUPPLY & EQUIPMENT	R	2/20/2024	5,189.00		105239		15,674.68
0046	BROWN COUNTY PORT & RESOURCE R							
I-56423	BROWN COUNTY PORT & RESOURCE R	R	2/20/2024	26,432.75		105240		26,432.75
2984	BROWN COUNTY TREASURER							
I-2023-00000016	BROWN COUNTY TREASURER	R	2/20/2024	135.00		105241		
I-2023-00000032	BROWN COUNTY TREASURER	R	2/20/2024	3,340.56		105241		
I-2024-00000011	BROWN COUNTY TREASURER	R	2/20/2024	18,032.62		105241		
I-2024-00000023 B	BROWN COUNTY TREASURER	R	2/20/2024	1,811.96		105241		23,320.14
9200	JERI CAPEK							
I-202402144959	JERI CAPEK	R	2/20/2024	3,000.00		105242		3,000.00
9174	CARDIO PARTNERS INC							
I-S3231908	CARDIO PARTNERS INC	R	2/20/2024	2,334.97		105243		2,334.97
3257	DARYL CARTER							
I-202402144960	DARYL CARTER	R	2/20/2024	125.00		105244		125.00
0536	CDW GOVERNMENT INC							
I-PJ87694	CDW GOVERNMENT INC	R	2/20/2024	525.00		105245		
I-PK21738	CDW GOVERNMENT INC	R	2/20/2024	111.59		105245		
I-PK82829	CDW GOVERNMENT INC	R	2/20/2024	8,578.31		105245		
I-PK83476	CDW GOVERNMENT INC	R	2/20/2024	2,259.11		105245		
I-PL95486	CDW GOVERNMENT INC	R	2/20/2024	64.60		105245		
I-PM30379	CDW GOVERNMENT INC	R	2/20/2024	1,200.90		105245		12,739.51
9201	CASSIDY CHERNEY							
I-202402144961	CASSIDY CHERNEY	R	2/20/2024	2,740.00		105246		2,740.00
9202	LISA CHERNEY							
I-6282	LISA CHERNEY	R	2/20/2024	2,720.00		105247		2,720.00

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9203	BRIAN CHRISTNOVICH							
I-202402144962	BRIAN CHRISTNOVICH	R	2/20/2024	125.00		105248		125.00
8443	CINTAS							
I-4172900328	CINTAS	R	2/20/2024	35.45		105249		
I-4181735349	CINTAS	R	2/20/2024	184.30		105249		
I-4182242977	CINTAS	R	2/20/2024	37.70		105249		
I-4182513135	CINTAS	R	2/20/2024	24.00		105249		281.45
8800	CIVICPLUS LLC							
I-282547	CIVICPLUS LLC	R	2/20/2024	101.97		105250		
I-286240	CIVICPLUS LLC	R	2/20/2024	98.68		105250		200.65
2708	CLEANING SOLUTION SERVICES INC							
I-23565	CLEANING SOLUTION SERVICES INC	R	2/20/2024	496.66		105251		
I-23578	CLEANING SOLUTION SERVICES INC	R	2/20/2024	1,436.94		105251		
I-23579	CLEANING SOLUTION SERVICES INC	R	2/20/2024	1,758.93		105251		
I-23581	CLEANING SOLUTION SERVICES INC	R	2/20/2024	2,005.00		105251		
I-23583	CLEANING SOLUTION SERVICES INC	R	2/20/2024	2,218.50		105251		
I-23610	CLEANING SOLUTION SERVICES INC	R	2/20/2024	206.22		105251		8,122.25
8342	KYLE COLLINS							
I-6927	KYLE COLLINS	R	2/20/2024	125.00		105252		125.00
7337	COMPASS MINERALS AMERICA							
I-1294653	COMPASS MINERALS AMERICA	R	2/20/2024	35,389.95		105253		35,389.95
7639	CORE & MAIN LP							
I-U234384	CORE & MAIN LP	R	2/20/2024	1,968.54		105254		
I-U276984	CORE & MAIN LP	R	2/20/2024	8,427.59		105254		
I-U341794	CORE & MAIN LP	R	2/20/2024	1,164.00		105254		11,560.13
8740	CUMMINS SALES AND SERVICE							
I-F4-54076	CUMMINS SALES AND SERVICE	R	2/20/2024	576.46		105255		576.46
8027	CURB N DECOR LLC							
I-24-855	CURB N DECOR LLC	R	2/20/2024	390.00		105256		390.00
7288	JESSICA DART							
I-202402144963	JESSICA DART	R	2/20/2024	125.00		105257		125.00
8898	DEATH GRIP MOTORSPORTS & KROWN							
I-518-1825	DEATH GRIP MOTORSPORTS & KROWN	R	2/20/2024	1,500.00		105258		1,500.00

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8054	DFI - SOLUTIONS IN PRINT							
I-24020084	DFI - SOLUTIONS IN PRINT	R	2/20/2024	390.00		105259		390.00
0075	DIGGERS HOTLINE INC							
I-240 1 36401	DIGGERS HOTLINE INC	R	2/20/2024	420.58		105260		420.58
3213	EILLIEN'S							
I-SI443987	EILLIEN'S	R	2/20/2024	575.95		105261		575.95
0944	ELECTION SYSTEMS & SOFTWARE IN							
I-CD2069498	ELECTION SYSTEMS & SOFTWARE IN	R	2/20/2024	682.50		105262		682.50
8012	ENERGY SOLUTION PARTNERS LLC							
I-149932	ENERGY SOLUTION PARTNERS LLC	R	2/20/2024	20,841.11		105263		20,841.11
9042	ENVIRONMENTAL EQUIP & SERV INC							
I-23655	ENVIRONMENTAL EQUIP & SERV INC	R	2/20/2024	119.77		105264		119.77
4915	ENVIROTECH EQUIPMENT CO							
I-240022877	ENVIROTECH EQUIPMENT CO	R	2/20/2024	89.71		105265		89.71
7422	EXCEL UNDERGROUND LLC							
I-11131	EXCEL UNDERGROUND LLC	R	2/20/2024	3,148.05		105266		3,148.05
5173	FIRE RESCUE SUPPLY LLC							
I-10298	FIRE RESCUE SUPPLY LLC	R	2/20/2024	1,290.00		105267		1,290.00
6497	FIRE SAFETY USA INC							
I-181482	FIRE SAFETY USA INC	R	2/20/2024	9,770.00		105268		9,770.00
0200	FIRST SUPPLY LLC							
I-14007971-00	FIRST SUPPLY LLC	R	2/20/2024	2,607.35		105269		2,607.35
8146	GATEWAY TRUCK & REFRIG							
I-81-9262P	GATEWAY TRUCK & REFRIG	R	2/20/2024	59.60		105270		59.60
8802	GFC LEASING - WI							
I-I00891425	GFC LEASING - WI	R	2/20/2024	198.74		105271		198.74
8716	GIMMAL LLC							
I-CN-INV-3281	GIMMAL LLC	R	2/20/2024	1,083.15		105272		1,083.15
8011	GOVERNMENTJOBS.COM INC							
I-INV-30519	GOVERNMENTJOBS.COM INC	R	2/20/2024	6,449.00		105273		6,449.00

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0116	GRAINGER INC							
I-9001895805	GRAINGER INC	R	2/20/2024	64.64		105274		
I-9002600642	GRAINGER INC	R	2/20/2024	106.22		105274		
I-9003695807	GRAINGER INC	R	2/20/2024	171.58		105274		
I-9008849904	GRAINGER INC	R	2/20/2024	282.50		105274		624.94
0119	GREATER GREEN BAY CHAMBER							
I-207605	GREATER GREEN BAY CHAMBER	R	2/20/2024	4,536.00		105275		4,536.00
0124	GREEN BAY CITY TREASURER							
I-182367	GREEN BAY CITY TREASURER	R	2/20/2024	35,384.17		105276		35,384.17
7687	JAMES GREVE							
I-202402154964	JAMES GREVE	R	2/20/2024	125.00		105277		125.00
6608	TRISTA GROTH							
I-202402154965	TRISTA GROTH	R	2/20/2024	13.36		105278		13.36
0446	HAWKINS INC							
I-6686600	HAWKINS INC	R	2/20/2024	4,938.48		105279		4,938.48
9204	SHIRLEY HENDRICKS							
I-202402154966	SHIRLEY HENDRICKS	R	2/20/2024	469.76		105280		469.76
6209	RUSS HOLCOMB							
I-202402154967	RUSS HOLCOMB	R	2/20/2024	33.34		105281		33.34
6937	TRACY HOOD							
I-202402154968	TRACY HOOD	R	2/20/2024	263.50		105282		263.50
6589	HSHS EWD							
I-202402154996	HSHS EWD	R	2/20/2024	46.50		105283		46.50
1252	HURCKMAN MECHANICAL INDUSTRIES							
I-W43586	HURCKMAN MECHANICAL INDUSTRIES	R	2/20/2024	2,719.52		105284		2,719.52
5484	HYDROCORP LLC							
I-76108-IN	HYDROCORP LLC	R	2/20/2024	2,968.00		105285		2,968.00
7069	IEI GENERAL CONTRACTORS INC.							
I-23-20 (4)	IEI GENERAL CONTRACTORS INC.	R	2/20/2024	220,587.50		105286		220,587.50
1399	INDOFF INC							
I-3701946	INDOFF INC	R	2/20/2024	199.80		105287		
I-3702515	INDOFF INC	R	2/20/2024	184.27		105287		
I-3704032	INDOFF INC	R	2/20/2024	85.57		105287		
I-3707683	INDOFF INC	R	2/20/2024	69.78		105287		539.42

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6688	KIM JOHNSON							
I-202402154969	KIM JOHNSON	R	2/20/2024	125.00		105288		125.00
8364	JOHNSTONE SUPPLY							
C-6083693	JOHNSTONE SUPPLY	R	2/20/2024	0.22CR		105289		
I-6082528	JOHNSTONE SUPPLY	R	2/20/2024	50.62		105289		
I-6083660	JOHNSTONE SUPPLY	R	2/20/2024	194.32		105289		244.72
1276	JX ENTERPRISES INC							
I-14275119P	JX ENTERPRISES INC	R	2/20/2024	23.07		105290		
I-14288811p	JX ENTERPRISES INC	R	2/20/2024	51.33		105290		
I-14289943P	JX ENTERPRISES INC	R	2/20/2024	87.98		105290		
I-14290154P	JX ENTERPRISES INC	R	2/20/2024	388.23		105290		
I-14290193P	JX ENTERPRISES INC	R	2/20/2024	432.99		105290		
I-14291284P	JX ENTERPRISES INC	R	2/20/2024	72.97		105290		
I-14291724P	JX ENTERPRISES INC	R	2/20/2024	92.82		105290		
I-14292440P	JX ENTERPRISES INC	R	2/20/2024	161.98		105290		
I-1460432S	JX ENTERPRISES INC	R	2/20/2024	826.84		105290		
I-1460631S	JX ENTERPRISES INC	R	2/20/2024	751.53		105290		2,889.74
7449	K-9 SERVICES							
I-H01042024	K-9 SERVICES	R	2/20/2024	300.00		105291		300.00
9205	JOHN KNUTH							
I-202402154970	JOHN KNUTH	R	2/20/2024	4,000.00		105292		4,000.00
4584	KRUCZEK CONST INC							
I-23-02 (4) FINAL	KRUCZEK CONST INC	R	2/20/2024	81,748.51		105293		81,748.51
3140	KUNDINGER FLUID POWER INC							
I-50778931	KUNDINGER FLUID POWER INC	R	2/20/2024	236.48		105294		236.48
4617	LANGUAGE LINE SERVICES INC							
I-11182960	LANGUAGE LINE SERVICES INC	R	2/20/2024	24.65		105295		24.65
8243	LAW ENFORCEMENT SEMINARS LLC							
I-2027355	LAW ENFORCEMENT SEMINARS LLC	R	2/20/2024	2,000.00		105296		2,000.00
0159	LEXIS NEXIS INC							
I-3094916128	LEXIS NEXIS INC	R	2/20/2024	338.00		105297		338.00
7875	LF GEORGE INC							
I-ES03473	LF GEORGE INC	R	2/20/2024	65,853.00		105298		65,853.00

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4090	LINDE GAS & EQUIPMENT INC							
I-40831437	LINDE GAS & EQUIPMENT INC	R	2/20/2024	115.45		105299		
I-40831438	LINDE GAS & EQUIPMENT INC	R	2/20/2024	144.14		105299		259.59
7444	SARA LORNSON							
I-202402154971	SARA LORNSON	R	2/20/2024	180.23		105300		180.23
7446	MACQUEEN EQUIPMENT							
I-E01119	MACQUEEN EQUIPMENT	R	2/20/2024	72,401.00		105301		72,401.00
9206	CHRISTIAN MACRANDER							
I-202402154972	CHRISTIAN MACRANDER	R	2/20/2024	13.37		105302		13.37
5635	MATTHEW T MAGNO							
I-202402154973	MATTHEW T MAGNO	R	2/20/2024	23.49		105303		23.49
5804	MANITOWOC CO HEALTH DEPT							
I-7064	MANITOWOC CO HEALTH DEPT	R	2/20/2024	350.00		105304		350.00
8340	BETTY MAROVICH							
I-202402154975	BETTY MAROVICH	R	2/20/2024	5.01		105305		
I-202402154976	BETTY MAROVICH	R	2/20/2024	14.20		105305		19.21
0173	MENARDS INC							
I-25886	MENARDS INC	R	2/20/2024	70.76		105306		
I-25958	MENARDS INC	R	2/20/2024	1.69		105306		
I-26079	MENARDS INC	R	2/20/2024	8.91		105306		
I-26501	MENARDS INC	R	2/20/2024	117.22		105306		
I-26522	MENARDS INC	R	2/20/2024	19.79		105306		
I-26528	MENARDS INC	R	2/20/2024	23.05		105306		
I-26609	MENARDS INC	R	2/20/2024	7.85		105306		
I-26627	MENARDS INC	R	2/20/2024	44.98		105306		
I-26674	MENARDS INC	R	2/20/2024	6.38		105306		
I-26926	MENARDS INC	R	2/20/2024	43.09		105306		
I-27007	MENARDS INC	R	2/20/2024	74.46		105306		
I-27221	MENARDS INC	R	2/20/2024	8.96		105306		
I-27231	MENARDS INC	R	2/20/2024	72.88		105306		
I-27332	MENARDS INC	R	2/20/2024	153.90		105306		653.92
1	MORROW, JEFF							
I-202402154977	MAILBOX	R	2/20/2024	75.00		105308		75.00
7785	DEAN MOUREAU							
I-202402154978	DEAN MOUREAU	R	2/20/2024	125.00		105309		125.00

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8431	MULTI MEDIA CHANNELS LLC							
I-86596	MULTI MEDIA CHANNELS LLC	R	2/20/2024	447.65		105310		447.65
3191	NCI							
I-AR31963	NCI	R	2/20/2024	52.90		105311		52.90
7129	NELSON TACTICAL							
I-1223	NELSON TACTICAL	R	2/20/2024	283.98		105312		
I-683	NELSON TACTICAL	R	2/20/2024	10.00		105312		
I-993	NELSON TACTICAL	R	2/20/2024	85.49		105312		379.47
7680	NETWRIX CORPORATON							
I-INV-NW102320	NETWRIX CORPORATON	R	2/20/2024	4,498.20		105313		4,498.20
0531	NORTHEAST AUTO PARTS INC							
I-405899	NORTHEAST AUTO PARTS INC	R	2/20/2024	12.14		105314		
I-405901	NORTHEAST AUTO PARTS INC	R	2/20/2024	22.44		105314		
I-405963	NORTHEAST AUTO PARTS INC	R	2/20/2024	37.87		105314		
I-406154	NORTHEAST AUTO PARTS INC	R	2/20/2024	118.08		105314		
I-406239	NORTHEAST AUTO PARTS INC	R	2/20/2024	90.89		105314		
I-406241	NORTHEAST AUTO PARTS INC	R	2/20/2024	68.99		105314		
I-406335	NORTHEAST AUTO PARTS INC	R	2/20/2024	21.76		105314		
I-406498	NORTHEAST AUTO PARTS INC	R	2/20/2024	13.04		105314		
I-406499	NORTHEAST AUTO PARTS INC	R	2/20/2024	18.85		105314		
I-406500	NORTHEAST AUTO PARTS INC	R	2/20/2024	22.44		105314		
I-406501	NORTHEAST AUTO PARTS INC	R	2/20/2024	19.50		105314		
I-406543	NORTHEAST AUTO PARTS INC	R	2/20/2024	7.11		105314		
I-406544	NORTHEAST AUTO PARTS INC	R	2/20/2024	7.11		105314		460.22
5433	NORTHEAST WI TECH COLLEGE							
I-CS36777	NORTHEAST WI TECH COLLEGE	R	2/20/2024	175.00		105315		175.00
3250	NORTHERN LAKE SERVICE							
I-2401363	NORTHERN LAKE SERVICE	R	2/20/2024	116.00		105316		
I-2401432	NORTHERN LAKE SERVICE	R	2/20/2024	120.00		105316		236.00
8327	OSBURN ASSOCIATES INC							
I-307331	OSBURN ASSOCIATES INC	R	2/20/2024	901.02		105317		
I-307586	OSBURN ASSOCIATES INC	R	2/20/2024	246.72		105317		1,147.74
5222	P J KORTENS & CO INC							
I-10024740	P J KORTENS & CO INC	R	2/20/2024	890.40		105318		890.40

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0197	PACKER CITY INTL TRUCKS INC							
I-X101186778:01	PACKER CITY INTL TRUCKS INC	R	2/20/2024	131.46		105319		
I-X101186782:01	PACKER CITY INTL TRUCKS INC	R	2/20/2024	17.34		105319		
I-X101187002:01	PACKER CITY INTL TRUCKS INC	R	2/20/2024	82.01		105319		230.81
1331	PACKER FASTENER & SUPPLY INC							
I-IN88499	PACKER FASTENER & SUPPLY INC	R	2/20/2024	198.14		105320		
I-IN91561	PACKER FASTENER & SUPPLY INC	R	2/20/2024	203.87		105320		402.01
0208	POMP'S TIRE SERVICE INC							
I-90088936	POMP'S TIRE SERVICE INC	R	2/20/2024	605.28		105321		605.28
9056	PRECISION WATER METER TESTING							
I-004-24	PRECISION WATER METER TESTING	R	2/20/2024	2,890.00		105322		2,890.00
1246	PREVEA HEALTH							
I-147277	PREVEA HEALTH	R	2/20/2024	208.00		105323		208.00
9134	PROVIDENT LIFE & ACCIDENT INS							
I-171318-0324	PROVIDENT LIFE & ACCIDENT INS	R	2/20/2024	774.44		105324		774.44
0467	PUBLIC SERVICE COMMISSION OF W							
I-2401-I-01610	PUBLIC SERVICE COMMISSION OF W	R	2/20/2024	1,763.24		105325		1,763.24
8067	QUADIENT LEASING USA INC							
I-17241916	QUADIENT LEASING USA INC	R	2/20/2024	11,785.00		105326		11,785.00
5055	QUALITY TRUCK CARE CENTER INC							
I-X104022875:01	QUALITY TRUCK CARE CENTER INC	R	2/20/2024	571.28		105327		571.28
9175	R-TEK WI LLC							
I-11737	R-TEK WI LLC	R	2/20/2024	1,020.00		105328		1,020.00
6278	ERIC RAKERS							
I-202402154979	ERIC RAKERS	R	2/20/2024	125.00		105329		125.00
8387	RED POWER DIESEL							
I-42097	RED POWER DIESEL	R	2/20/2024	202.65		105330		202.65
0227	REINDERS INC							
I-6046515-00	REINDERS INC	R	2/20/2024	694.64		105331		
I-6046941-00	REINDERS INC	R	2/20/2024	363.42		105331		
I-6046990-00	REINDERS INC	R	2/20/2024	427.34		105331		1,485.40

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 2/07/2024 THRU 2/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0228	RENT A FLASH OF WISCONSIN INC							
I-89321	RENT A FLASH OF WISCONSIN INC	R	2/20/2024	1,984.00		105332		1,984.00
2604	RIESTERER & SCHNELL INC							
I-202402154980	RIESTERER & SCHNELL INC	R	2/20/2024	8,000.00		105333		
I-2552304	RIESTERER & SCHNELL INC	R	2/20/2024	202.43		105333		8,202.43
0158	ROBERT E LEE & ASSOCIATES INC							
I-85677	ROBERT E LEE & ASSOCIATES INC	R	2/20/2024	127.50		105334		
I-85678	ROBERT E LEE & ASSOCIATES INC	R	2/20/2024	355.72		105334		
I-85679	ROBERT E LEE & ASSOCIATES INC	R	2/20/2024	50.00		105334		
I-85680	ROBERT E LEE & ASSOCIATES INC	R	2/20/2024	608.72		105334		
I-85682	ROBERT E LEE & ASSOCIATES INC	R	2/20/2024	2,428.00		105334		
I-85683	ROBERT E LEE & ASSOCIATES INC	R	2/20/2024	222.00		105334		3,791.94
8331	KYLE ROUSE							
I-202402154981	KYLE ROUSE	R	2/20/2024	125.00		105335		125.00
0501	SAINT MARY'S HOSPITAL							
I-2073	SAINT MARY'S HOSPITAL	R	2/20/2024	3.43		105336		3.43
0235	SAINT VINCENT HOSPITAL							
I-3961	SAINT VINCENT HOSPITAL	R	2/20/2024	1,604.53		105337		
I-3964	SAINT VINCENT HOSPITAL	R	2/20/2024	11.42		105337		1,615.95
0959	BERNARD SKOVIAK							
I-202402154982	BERNARD SKOVIAK	R	2/20/2024	125.00		105338		125.00
0258	SUPERIOR CHEMICAL CORP							
I-376725	SUPERIOR CHEMICAL CORP	R	2/20/2024	209.22		105339		209.22
7689	CHAD THOMSON							
I-202402154983	CHAD THOMSON	R	2/20/2024	125.00		105340		125.00
8774	MCKENZIE THOMSON							
I-202402154984	MCKENZIE THOMSON	R	2/20/2024	110.70		105341		110.70
1695	TOYS FOR TRUCKS							
I-INV484250	TOYS FOR TRUCKS	R	2/20/2024	520.14		105342		520.14
5454	TRANSPORT REFRIGERATION INC							
I-609598-100	TRANSPORT REFRIGERATION INC	R	2/20/2024	34.95		105343		34.95

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 2/07/2024 THRU 2/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0268	TRUCK EQUIPMENT INC							
I-1084407-00	TRUCK EQUIPMENT INC	R	2/20/2024	19.32		105344		
I-1084655-00	TRUCK EQUIPMENT INC	R	2/20/2024	11.39		105344		
I-1085649-00	TRUCK EQUIPMENT INC	R	2/20/2024	254.44		105344		285.15
0272	UNIFORM SHOPPE INC							
I-341631	UNIFORM SHOPPE INC	R	2/20/2024	12.00		105345		
I-341637	UNIFORM SHOPPE INC	R	2/20/2024	175.90		105345		
I-341680	UNIFORM SHOPPE INC	R	2/20/2024	119.70		105345		
I-341781	UNIFORM SHOPPE INC	R	2/20/2024	176.90		105345		
I-341853	UNIFORM SHOPPE INC	R	2/20/2024	89.95		105345		
I-341895	UNIFORM SHOPPE INC	R	2/20/2024	87.95		105345		
I-342028	UNIFORM SHOPPE INC	R	2/20/2024	16.95		105345		
I-342031	UNIFORM SHOPPE INC	R	2/20/2024	59.95		105345		
I-342034	UNIFORM SHOPPE INC	R	2/20/2024	174.95		105345		914.25
7015	US BANK EQUIPMENT FINANCE							
I-520992744	US BANK EQUIPMENT FINANCE	R	2/20/2024	342.23		105346		342.23
0620	VALLEY RADIATOR INC							
I-29893	VALLEY RADIATOR INC	R	2/20/2024	350.00		105347		350.00
0277	VAN'S FIRE & SAFETY INC							
I-C867150	VAN'S FIRE & SAFETY INC	R	2/20/2024	87.20		105348		
I-C870755	VAN'S FIRE & SAFETY INC	R	2/20/2024	90.50		105348		177.70
1	VANDE LOO, JASON & AMANDA							
I-202402154985	MAIL	R	2/20/2024	75.00		105349		75.00
7210	VANDEN PLAS PORTABLE SOLUTIONS							
I-I15325	VANDEN PLAS PORTABLE SOLUTIONS	R	2/20/2024	284.00		105350		284.00
3085	VANDERLOOP'S SHOES INC							
I-I04-10077097	VANDERLOOP'S SHOES INC	R	2/20/2024	125.00		105351		125.00
7328	PAT VANRITE							
I-202402154986	PAT VANRITE	R	2/20/2024	125.00		105352		125.00
9207	GREG VEESER							
I-202402154987	GREG VEESER	R	2/20/2024	125.00		105353		125.00
2749	CAROL VENGROWSKY							
I-202402154988	CAROL VENGROWSKY	R	2/20/2024	1,739.83		105354		1,739.83

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 2/07/2024 THRU 2/20/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4941	VERMEER-WISCONSIN INC							
I-30106662	VERMEER-WISCONSIN INC	R	2/20/2024	71,883.26		105355		71,883.26
3707	VIKING ELECTRIC SUPPLY							
I-S007721485.001	VIKING ELECTRIC SUPPLY	R	2/20/2024	333.12		105356		
I-S007773475.001	VIKING ELECTRIC SUPPLY	R	2/20/2024	333.12		105356		
I-S007779304.001	VIKING ELECTRIC SUPPLY	R	2/20/2024	165.60		105356		831.84
7325	JESSE WEGNER							
I-202402154989	JESSE WEGNER	R	2/20/2024	125.00		105357		125.00
2645	WI DEPT OF JUSTICE							
I-202402154990	WI DEPT OF JUSTICE	R	2/20/2024	7.00		105358		7.00
7527	WI DEPT OF JUSTICE							
I-455TIME-0000015722	WI DEPT OF JUSTICE	R	2/20/2024	825.00		105359		825.00
7710	WI HUMANE SOCIETY							
I-2737	WI HUMANE SOCIETY	R	2/20/2024	5,304.50		105360		5,304.50
1181	WI PARK AND RECREATION ASSOC							
I-7470	WI PARK AND RECREATION ASSOC	R	2/20/2024	75.00		105361		75.00
0515	WI PUBLIC HEALTH ASSOC							
I-300006773	WI PUBLIC HEALTH ASSOC	R	2/20/2024	295.00		105362		295.00
6811	CHRYSTAL WOLLER							
I-202402154991	CHRYSTAL WOLLER	R	2/20/2024	29.48		105363		29.48
9131	WOLTER INC							
I-222436972	WOLTER INC	R	2/20/2024	2,561.38		105364		
I-222436973	WOLTER INC	R	2/20/2024	433.68		105364		2,995.06
9208	CSG FORTE PAYMENTS INC							
I-1668233	CSG FORTE PAYMENTS INC	R	2/20/2024	1,350.14		105365		1,350.14

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	191	1,139,892.01	0.00	1,139,892.01
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	323,617.12	0.00	323,617.12
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	0.00

TOTAL ERRORS: 0

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VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 2/07/2024 THRU 2/20/2024

A/P HISTORY CHECK REPORT

VENDOR I.D.		NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
					INVOICE AMOUNT	DISCOUNTS			CHECK AMOUNT
VENDOR SET: 01		BANK: AP	TOTALS:	197	1,463,509.13	0.00			1,463,509.13
BANK: AP		TOTALS:		197	1,463,509.13	0.00			1,463,509.13
REPORT TOTALS:				197	1,463,509.13	0.00			1,463,509.13

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 2/07/2024 THRU 2/20/2024
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
