



Common Council

Regular Meeting

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

Agenda

Wednesday, February 19, 2020

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **February 19, 2020** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the February 4, 2020 Common Council meeting.
4. Public Hearing on a request to rezone Parcel ED-1128-31 at 1602 Chicago Street from R-1 (Single Family Residence District) to R-4 (General Residence Office District).
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #20-01 Rezoning Certain Property from R-1 Single Family Residence District to R-4 General Residence Office District (Parcel ED-1128-31; 1602 Chicago Street).
5. Public comment upon matters not on the agenda and other announcements.
6. Recommendation from Finance & Personnel Committee to Accept Three K-9 Tactical EMS Field Kits from the Bark & Blue Foundation to the Fire Department (valued at approximately \$900).
7. Recommendation from Plan Commission to approve a Proposed Extraterritorial 3 Lot Certified Survey Map at 2048 Lasee Road in the Town of Rockland (Parcel R-329).
8. Recommendation from Plan Commission to approve a proposed 34 lot preliminary plat of Honeysuckle Acres Fourth Addition at 1500 BLK Red Maple Rd (Parcels WD-L183-4 & WD-L183-4-1).
9. Recommendation from the Board of Public Works regarding the future pavement maintenance of Main Avenue & Reid Street
10. Recommendation from the Board of Public Works to deny a request regarding Tree Preservation at 307 Grandeur Oaks Ct.
11. Recommendation from the Board of Public Works to Supply Sandbags to Residents for Flooding Purposes

12. Recommendation from the Board of Public Works to not construct sidewalk on Lost Dauphin Road from the subdivision south of Red Maple Road to the existing sidewalk at Terry Lane
13. Recommendation from the Board of Public Works to approve award of Contract 20-01A West Sewer and Water Relay and Street Resurfacing to Superior Sewer and Water, Inc. in the amount of \$1,836,027.00
14. Recommendation from the Board of Public Works approve award of Contract 20-03 CIPP Sewer Lining to Hydro-Klean, LLC in the amount of \$256,533.00
15. Recommendation from the Board of Public Works to approve awarding Contract 20-05 Sidewalk and Curb Repairs to RJM Construction, LLC in the amount of \$230,020.00
16. Recommendation from the Board of Public Works to approve award of Contract 20-06 Concrete Street Repairs to Vinton Construction Co. in the amount of \$401,885.00
17. Recommendation from the Board of Public Works to approve award of Contract 20-11 Fire Station #1 Boiler Replacement to Automated Comfort Controls in the amount of \$116,700.00
18. Recommendation from the Board of Public Works to approve award of Contract 20-15 Sewer Cleaning and Televising to Green Bay Pipe & TV, LLC in the amount of \$39,049.06
19. Recommendation from the License Committee on an Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Juan A. Aviles, On the Rocks 2, 413 Main Ave. Submitted by Juan A. Aviles, Pulaski, WI.
20. Consideration of request by the City Clerk to designate the Norman Miller Center Office in the Michels Commons building on the St. Norbert College Campus as an alternate in-person absentee voting site.
21. Resolution #20-12 Disallowance of Claim (Heather Schmidt).
22. Resolution #20-13 Approving the Proposed Project Plan Amendment to Modify the District Boundaries of Tax Incremental Financing District Number 12, City of De Pere, Wisconsin.
23. Resolution #20-14 Establishing the District Boundaries of and Approving the Project Plan for Tax Incremental Financing District Number 15, City of De Pere, Wisconsin.
24. Resolution #20-15 Establishing the District Boundaries of and Approving the Project Plan for Tax Incremental Financing District Number 16, City of De Pere, Wisconsin.
25. Resolution #20-16 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between And Beyond, LLC and the City of De Pere (WD-1138-1).
26. Resolution #20-17 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and Clover Properties LLC (Parcel WD-1626).
27. Resolution #20-18 Accepting Wisconsin Bureau of Transportation Safety Grant.
28. Resolution #20-19 Authorizing Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc. (2020 Water Management Assistance Program).

29. Resolution #20-20 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2020 Construction Materials Testing).
30. Resolution #20-21 Authorizing Agreement for Contractor Services Between the City of De Pere and Professional Service Industries, Inc. (2020 Soil Boring).
31. Operator License Applications.
32. Voucher approval.
33. Future agenda items.
34. Closed session -Consideration of potential economic development opportunities involving City properties.

PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session to deliberate or negotiate the possible sale of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

35. City Administrator annual performance appraisal.

PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(c), the Council may convene in closed session for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

36. Adjournment.

Lawrence M. Delo
City Administrator

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
Joel Ehrfurth, Mach IV Engineering & Survey LLC

Henrigillis Trust
Troy Hewitt, PLS Robert E. Lee & Associates
Jim Boyea, Best Built Inc.
John & Jamie Van Noie
Aaron P. Schroeder, PLS CQM Inc.
Robert Salesky, FBS Investment Group LLC
Scott Santaga, And Beyond LLC
G & G Rebuilders Inc.
Humana Insurance Company
Lawrence Drive Properties LLC
Southbridge Properties LLC
Encompass Child Care Inc.
Paul & Susan Bougie
Mark Soderlund
Gail Cordry
Henry Nooyan Jr.
Stumpf Revocable Trust
Unified School District of De Pere
Michael MacNab
Becky Dorsey
Ronald VanHandel
Joel Zwicky
Holly Arnold
Jill Greunke, Etal
Tanner Hackl
Johnson Dale & Bonnie Family Trust
John Vanderkelen
George Brown
John Gossen II
Dennis Schoen
Bryan Vanrens
Gail Severson
Luther Swenson
Roma Nelson
Joan Melcher
Benjamin Rank
Robert Carviou
Heather Schmidt
Chad Dorner, Superior Sewer & Water
Jill Lomp, Hydro-Klean
Ryan Minlschmidt, RJM Construction
Michael Maples, Vinton Construction
Jared Kreiling, Automated Comfort Controls
Stephanie DeKeyser, Green Bay Pipe & TV
Jake Franzmeier, Bay Area Testing & Consulting
Pat Bray, Intertek-PSI
Alison Porter, Island Sushi Bar & Grill
Greg DeCleene, Swan Club
Juan Aviles
Karl "Pudge" Schuh

Pat Rafferty
Attorney Jenna Rousseau
John O'Connor



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the February 4, 2020 Common Council meeting.

ATTACHMENTS:

- 2-4-20 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, February 4, 2020

7:30 PM

De Pere City Hall Council Chambers

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

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

2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the January 21, 2020 Common Council meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

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

Aldersperson Hansen announced that the Optimist Club is hosting their annual Pancake and Porky fundraiser this Sunday at the Swan Club.

Aldersperson Kunding reported that St. Norbert College is hosting a State of the Economy event on February 13th, and encouraged viewers to visit the St. Norbert website for details.

5. Recommendation from Plan Commission to approve a Proposed 3 Lot Certified Survey Map at the 1400 BLK Builders Court (Parcels WD-1138, WD-1138-1).

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

6. Recommendation from the Board of Park Commissioners to accept \$500 Donation from Kiwanis Club of De Pere for Recreation Scholarship Program.

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

7. Recommendation from the Board of Park Commissioners to Approve Sponsorship of Veterans Luncheon in the Amount of \$1,450 by Ryan Funeral Home.

Council members discussed the purpose of accepting donations at Council meetings. The rationale for this procedure is to recognize the name of the business or organization, and to publicly express the City's gratitude. Mayor Walsh stated that there has been discussion about streamlining some of the agenda item types that are first heard at the Committee level.

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

8. Recommendation from the Board of Park Commissioners to Approve \$4,000 Donation from AmeriLux for Primary Sponsorship for Beer Garden.

Parks Director Marty Kosobucki reported that the City still plans to solicit secondary sponsorships, and will also accept single event sponsors at a value of \$1,500. Staff is also willing to consider other suggestions from potential sponsors.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

9. Recommendation from the License Committee on an application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Seikos Sushi LLC (DBA Island Sushi Bar & Grill), 875 Heritage Road. Submitted by Seikos Sushi LLC, Agent: Alison Porter, Appleton WI.

Alderperson Boyd reported that this item was referred back to staff at the License Committee meeting.

RESULT:	NO ACTION
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10. Recommendation from the License Committee on an application for premises description change submitted by JPG, Inc. (DBA Swan Club).

Alderperson Boyd reported that this item was referred back to staff at the License Committee meeting.

RESULT:	NO ACTION
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11. Resolution #20-10 Authorizing Agreement for Consulting Services Between the City of De Pere and GRAEF-USA, Inc. (Community Center Roof/Insulation Investigation and Construction Management).

Alderperson Crevier asked if it is possible to determine why the roof is in its current condition. Parks Director Marty Kosobucki explained that they discovered a section of the roof/attic is void of insulation. Staff will be asking the consultant to verify this issue.

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

12. Resolution #20-11 Supporting Southern Bridge Environmental Impact Study (EIS) for a New Bridge Over the Fox River and Connecting Arterial Street System Between Rockland Road and Red Maple/Southbridge Roads with a Full-Access Interchange at Interstate 41.

Mayor Walsh read the text of the resolution so that viewers know the intent of bringing it forward and the current status of the project. Copies of the signed resolution will be sent to the County, who will distribute to the state and federal governments; other municipalities are doing the same.

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

13. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve New Operator applications #1-10. Upon vote, motion carried unanimously.

14. Voucher approval.

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

15. Future agenda items.

None.

16. Consideration of Potential Property Acquisition.

Alderperson Raasch moved, seconded by Alderperson Nelson to close the meeting at 7:55 PM. Upon vote, motion carried unanimously.

17. Consideration of potential economic development opportunities involving City properties.

Alderperson Carpenter moved, seconded by Alderperson Crevier to open the meeting at 9:15 PM. Upon vote, motion carried unanimously.

18. Adjournment.

Alderperson Crevier moved, seconded by Alderperson Carpenter to adjourn the meeting at 9:16 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 19, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: C. Ordinance #20-01 Rezoning Certain Property from R-1 Single Family Residence District to R-4 General Residence Office District (Parcel ED-1128-31; 1602 Chicago Street).

On January 27, 2020, Plan Commission unanimously recommended denial of the rezoning by a vote of 6-0.

During the January 27, 2020, Plan Commission meeting, 6 people from the public spoke, including the agents representing the owner. The agents supported the rezoning, 3 others from the audience expressed an objection to the rezoning, and others asked questions.

Prior to the January 27, 2020 Plan Commission meeting, staff received an email with 9 signatures from residents objecting to the rezoning. A copy of the email is included with this agenda item.

ATTACHMENTS:

- Ord20-01 (DOCX)
- Public Hearing Notice - 1602 Chicago Street Rezoning (DOCX)
- 01-27-20 Plan Commission Report - Rezoning ED-1128-38 from R-1 to R-4 (DOCX)
- Application Form with supplements (PDF)
- MAC Dental Rezoning Graphics (PDF)
- Email from Becky Dorsey with X Neighbor Objections - 24 Jan 2020 (PDF)

ORDINANCE #20-01
 REZONING CERTAIN PROPERTY FROM R-1 SINGLE FAMILY RESIDENCE DISTRICT
 TO R-4 GENERAL RESIDENCE OFFICE DISTRICT
 (Parcel ED-1128-31; 1602 Chicago Street)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 19th day of February, 2020 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property:

Parcel ED-1128-31

The North 187 feet of the East 232.94 feet of the West 2,024.74 feet of that part of Private Claim 33, East side of Fox River, lying South of Dickinson Road and East of the Northeast Corner of Lot 1, Block 68, of Dickinson's Addition, City of De Pere, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of R-1, Single Family Residence District, to R-4, General Residence Office District, as set forth in and regulated by the provisions of §14-41 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

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

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

Ordinance #20-01

Page 2 of 2

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

Publish: February 3, 2020 and February 10, 2020 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Wednesday, February 19, 2020** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the request to rezone the following property:

Parcel ED-1128-31 at 1602 Chicago Street, approximately zero feet west of Crestview Lane, from R-1 (Single Family Residence District) to R-4 (General Residence Office District).

A map of the proposed rezoning is available at the City of De Pere Development Services Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 3rd day of February, 2020.

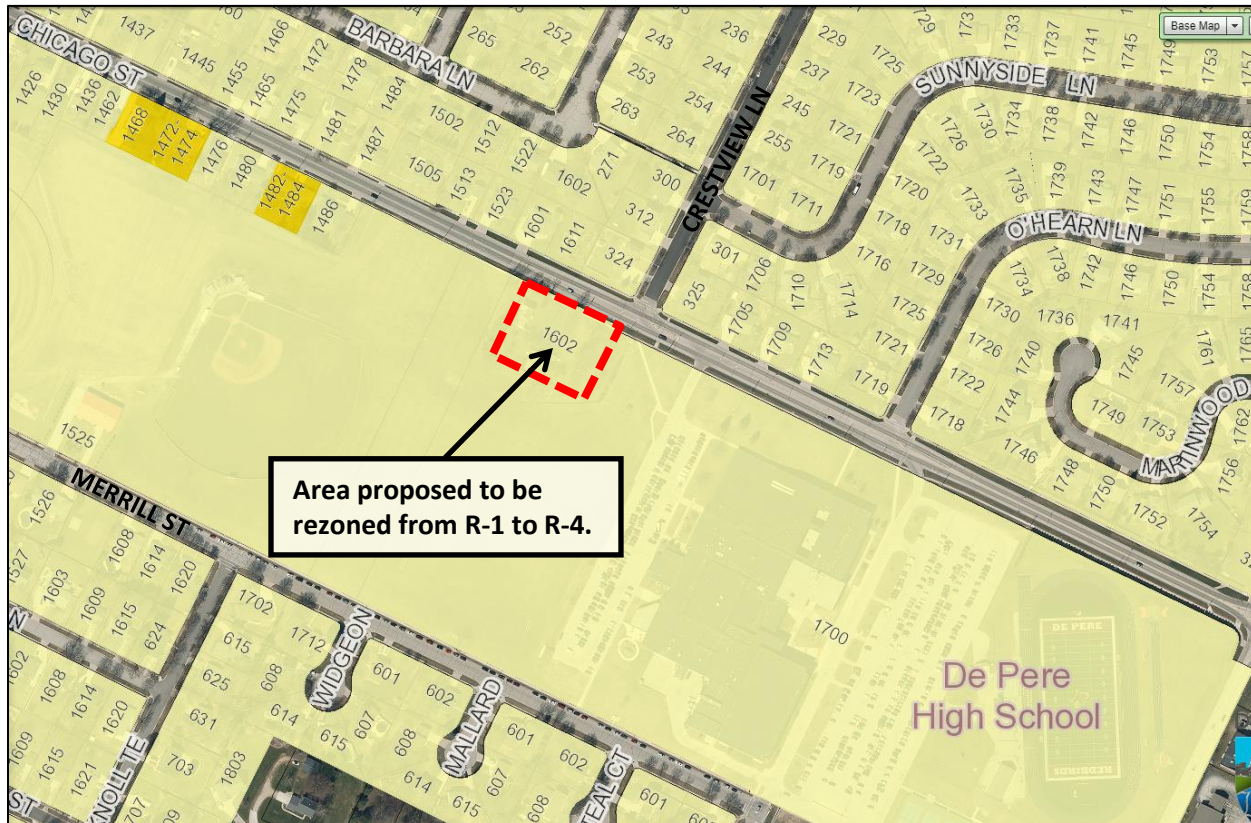
BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Carey E. Danen
City Clerk

- Item 8:** Staff recommendation and possible action regarding a Rezoning Request from R-1 (Single Family Residence District) to R-4 (General Residence Office District) at 1602 Chicago Street (Parcel ED-1128-31). *

SITE MAP



REQUESTED ACTION:	Rezoning Request. <i>Rezone Parcel ED-1128-31 from R-1 (Single Family Residence District) to R-4 (General Residence Office District) for a future dental office.</i>
COMMON DESCRIPTION:	1602 Chicago Street, located southwest from the Chicago Street and Crestview Lane intersection.
PARCEL NUMBERS:	ED-1128-31
EXISTING ZONING:	R-1 (Single Family Residence District)
PROPOSED ZONING:	R-4 (General Residence Office District)
SURROUNDING LAND USES:	Single family residential to the north. School property, residential, and Town of Ledgeview to the south and east. School property and residential to the west.
COMPREHENSIVE PLAN:	Neighborhood Residential (Including Multi-Family)

APPLICANT / OWNER:

Joel Ehrfurth, Principal Engineer	Henrigillis Trust
Authorized Representative	Property Owner
Mach IV Engineering & Survey LLC	1602 Chicago Street
2260 Salscheider CT	De Pere, WI 54115
Green Bay, WI 54313	

SITE HISTORY:

The existing house and barn/garage structure have existed on the property since 1938 air photos. In the 1938 photos a larger barn like structure can also be seen at the east end of the property, and the property was surrounded by agricultural fields until the land became part of the East High School in the 1970s. The single family residential area to the north developed in the 1980's

Late in 2019, the petitioner inquired about rezoning the property for the development of a dental office. At that time staff shared that a rezoning request would not have City staff support, particularly because City approved documents (Comprehensive Plan, Zoning Map, etc.) did not support the request.

In January 2020, the petitioner met with staff again, and petitioned a rezoning from R-1 to R-4 being fully aware that City approved documents would not support the request.

STAFF REVIEW:

With this request, the applicant proposes rezoning of Parcel ED-1128-31 from R-1 to R-4. The intent is to develop a dental office on the property in the future.

When reviewing a rezoning request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses and desired development patterns. The proposed rezoning does not comply with the Comprehensive Plan and does not reflect surrounding and adjacent land uses.

Comprehensive Plan—

The 2010 Comprehensive Plan summarizes the following general land use recommendations, among others: 'In addition to residential uses, a neighborhood should be planned to include other neighborhood-serving uses and features. To make neighborhoods more livable, it is recommended mixed-use neighborhood commercial nodes be located at strategic locations as identified on the Future Land Use Map. Each development area would serve one or more neighborhoods and would provide a year-round gathering place accessible to all residents.'

The 2010 Comprehensive Plan Future Land Use Map, Figure 2-6, identified the property for institutional/governmental facilities and surrounding property as Neighborhood Residential (including Multi-Family). The referenced mixed use nodes are not referenced on the existing maps and the future Land Use Maps. Commercial uses are not shown at the subject intersection either. The Comprehensive Plan encourages a mixture of housing types in De Pere, but there is not a reference for a mixed use node at the Chicago Street and Crestview Lane intersection.

Surrounding Land Uses—

The land use is developed single family residential to the north, and school property with parking area to the south, east and west. Residential uses that are a greater distance (beyond the school property) include single, and some two-family residential to the south and west. The Town of Ledgeview lies to the east of the school property.

The proposed future land uses remain the same as shown in the Comprehensive Plan with neighborhood residential and institutional/governmental facilities.

Desired Development Patterns—

The existing zoning for the property allows for agriculture crops, single family detached dwellings, educational and cultural institutions, recreational and social facilities, rectories, parsonages, convents, and parish houses, religious institutions, accessory uses, and family day care homes. The development patterns in the area are primarily residential and institutional/governmental, not business.

The following uses are permitted in the R-4 District:

- Permitted uses in the R-1, R-2, and R-3 Districts
- Apartment hotels, including accessory uses such as restaurants, drug stores, retail food stores, beauty shops, and barber shops located in an apartment hotel and accessible to the public only through the apartment hotel lobby; no advertising or display shall be visible from outside the building.
- Fraternal, philanthropic, and charitable institutions.
- Health and medical institutions.
- Multiple-family dwellings, including accessory uses such as shops (not including the sale of alcoholic beverages) and valet shops for the exclusive use of tenants and accessible only through a lobby in a multiple-family dwelling containing twenty-five (25) or more dwelling units; no advertising or display shall be visible from outside the building.
- Offices, business, civic and professional, including accessory uses such as restaurants, drug stores, retail food shops, retail sales, beauty shops and barber shops, located in an office building and accessible to the public only through the lobby.

A proposed dental office would not be allowed in the existing R-1 District, but would be allowed if rezoned to the R-4 District.

- Examples of existing R-4 District zoned properties in the City are the following: Multi-family apartments at Fort Howard Avenue and Fir Street, office at Grant Street and 6th Street, mobile home park on Terry Lane and Lost Dauphin Road, retail shop on N. Broadway Street, office at N. Wisconsin and Cass Street, church, parking offices and school at Charles Street and N. Wisconsin Street.

The property has vehicular and pedestrian access on an existing right of way. The proposed zoning for this parcel does not match the future land use

designation identified by the Comprehensive Plan. In some cases a rezoning can still be considered if the property is adjacent to an established similar use, such as other business/office uses, but that is not the case for the subject property. The City does not anticipate that this portion of Chicago Street will become a commercial corridor.

Neighbor Outreach—

The City encouraged the petitioner to conduct neighbor outreach prior to the project proposal due to the existing residential character of the neighborhood. On January 16, 2020 the petitioners facilitated a neighborhood meeting to inform the residents about the rezoning request and a dental office project. At that time 2-3 of the neighbors attending expressed concerns and objections. No changes were made to the rezoning request. A formal site plan has not been submitted to the City for review, related to the request, but an informal concept design has been shared with City staff.

Also, City staff notified all property owners within 300 feet of the subject area of the application, resulting in two objections: two neighbors telephoned objections.

REVIEW PROCESS:

For rezoning applications, the Plan Commission provides a recommendation to the Common Council. A public hearing will be held at the February 19, 2020 Common Council meeting prior to review of the rezoning by the Common Council. Project notification letters have been sent to property owners within 300 feet of the site boundary.

STAFF RECOMMENDATION:

Staff recommends DENIAL of the request to rezone 1602 Chicago Street from R-1 to R-4 for the following reason:

1. A request to rezone to a zoning category that includes business related use options is not supported by the City approved Comprehensive Plan, and related/similar uses are not found adjacent to the property.



CITY OF DE PERE

APPLICATION FOR
REZONING

CITY OF DE PERE
RECEIVED
JAN 1 2020
PLANNING DEPT

Fee: \$ 305.00

Receipt #: 148673

Date: 1-02-20

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mach IV Engineering & Surveying LLC	Authorized Representative Joel Ehrfurth	Title Principal Engineer	
Mailing Address 2260 Salscheider Ct	City Green Bay	State WI	ZIP Code 54313
Email Address jehrfurth@mach-iv.com	Phone Number (incl. area code) 920-569-5765	Fax Number (incl. area code)	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) MAC Dental Centers	Contact Person Robin Tremel	Title Office Manager	
Mailing Address 704 S. Webster Avenue, Suite 402	City Green Bay	State Wi	ZIP Code 54301
Email Address	Phone Number (incl. area code) 920-435-6894	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 1602 Chicago Street, see attached	Parcel Number(s): ED-1128-31
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SECTION 4: Proposed Rezoning Use

Existing Zoning:	R-1		
Proposed Zoning:	R-4		
Adjacent Zoning: North R-1	Adjacent Zoning: South R-1	Adjacent Zoning: West R-1	Adjacent Zoning: East R-1
Present Use of Parcel	Residential		
Proposed Use of Parcel	Dental Clinic		

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) Joel Ehrfurth	Title Principal Engineer	Phone Number 920-569-5765
Signature of Applicant 		Date Signed 12-10-2019

Attached additional sheets if necessary.

Attachment: Application Form with supplements (9162 : Ordinance #20-01 Rezoning from R-1 Single Family Residence to R-4 General Residence

**COLDWELL BANKER****REAL ESTATE
GROUP**

To:

Peter Schleinz
Senior Planner / Zoning Administrator

In Regards to Rezoning of (ED-1128-31) 1602 Chicago St. DePere, WI

Henrigillis Trust does currently own this property. I was contracted to sell the home through Attorney Jeff Martinson Martinson Law. We do understand that the home currently is a Residential property. The Buyer(s) "MAC Dental" has a contingency in their offer to purchase IF the property can be rezoned to Commercial to build their new facility.

MAC Dental, has hired Mach IV Engineering & Survey LLC to perform various duties within the scope of the contract. Henrigillis Trust is aware of this offer and the contingency and is respresnted by Martnson Law to help facilitate this agreement as well as myself Shane J. Renard Coldwell Banker - Listing Broker.

Henrigillis Trust has given permission in our offer to purchase to have the rezoning reviewed. Any questions please call myself or Jeff Martinson (Martinson Law Firm).

Looking forward to working with you!

Respectfully,

Shane J. Renard Coldwell Banker Treg

A handwritten signature in black ink, appearing to be 'Shane J. Renard', written over a horizontal line.



MAC Dental Rezoning Request

REQUESTED ACTION: Rezoning

Rezone Parcel ED-1128-31 from R-1 to R-4 to allow construction of a new dental clinic.

COMMON DESCRIPTION: 1602 Chicago Street

PARCEL NUMBER: ED-1128-31

EXISTING ZONING: R-1 Single Family Residence District

PROPOSED ZONING: R-4 General Residence Office District

SURROUNDING LAND USES: R-1 to the north, south, east, and west.

COMPREHENSIVE PLAN: Institutional/Governmental Facilities

APPLICANT/OWNER: Robin Tremel, Office Manager
MAC Dental Centers
704 S. Webster Ave, Suite 402
Green Bay, WI 54301

Henrigillis Trust
Property Owner
1602 Chicago Street
De Pere, WI 54115

BACKGROUND

The parcel is the old homestead for the Henrigillis farm. Over the years, the site has been surrounded by the De Pere Unified School District. The site is west of the De Pere District Office/high school and east of the school's baseball facility.

MAC Dental is currently located at 233 South Erie Street. MAC Dental has been a part of the community since 1973, many of the MAC Dental team grew up in De Pere, attended school locally, and live in the community. Generations of De Pere moms & dads, families and kids, have trusted MAC Dental for general, pediatric and cosmetic dentistry services.

As a practice that's been caring for patients since 1973, MAC Dental Center has grown (literally) with their patients. The people treated here as kids are now bringing their children in for an appointment. The growth of the practice, and the changing state-of-the-art advanced dental technology, has caused the Erie Street facility to become too small and outdated.

MAC Dental proposes to rezone the property from its Single Family Residential zoning to a R-4 General Residential Office District in order to construct a new dental clinic. The R-4 zoning is proposed to allow the facility in the existing residential neighborhood.

GENERAL DEVELOPMENT PLAN

EXISTING USE

The site is approximately one (1) acre in size (refer to Figure 1). The property is currently in a family trust. The property contains an older vacant residence, a large detached garage, and several small accessory structures.

[illegible]

The property is approximately 187' x 233' and the property boundary is not projected to change.

The property is approximately 415' from the nearest residence to the west and approximately 360' west of the school district office/school. The land to the south is owned and used by the school district. To the north, there is a single family residence slightly west of the property. Immediately across the street to the north is a residential lot that is landscaped. To the east of the landscaped lot is a single family house that fronts Crestview Lane.

The following site plan conceptually depicts a proposed 5,600 square foot (sf) facility with associated parking. The site plans also shows a potential future addition of 2,400. While not shown, it is anticipated on-site storm water management will be required. The relatively small footprint of the proposed facility will provide ample green space. The green space will allow for the generous setbacks and vegetative buffers. The owner desires to save as many of the mature trees on the site as is practical.

The existing street patterns will remain unchanged. Traffic impacts for the proposed use will be minimal. Due to the proximity of the school, the street will have adequate capacity and is designed to handle the anticipated traffic loads the clinic will generate. It is the owner's desire to align the new driveway in close proximity to the existing driveway. This location will prevent vehicles leaving the facility from impacting the neighbors across the street.

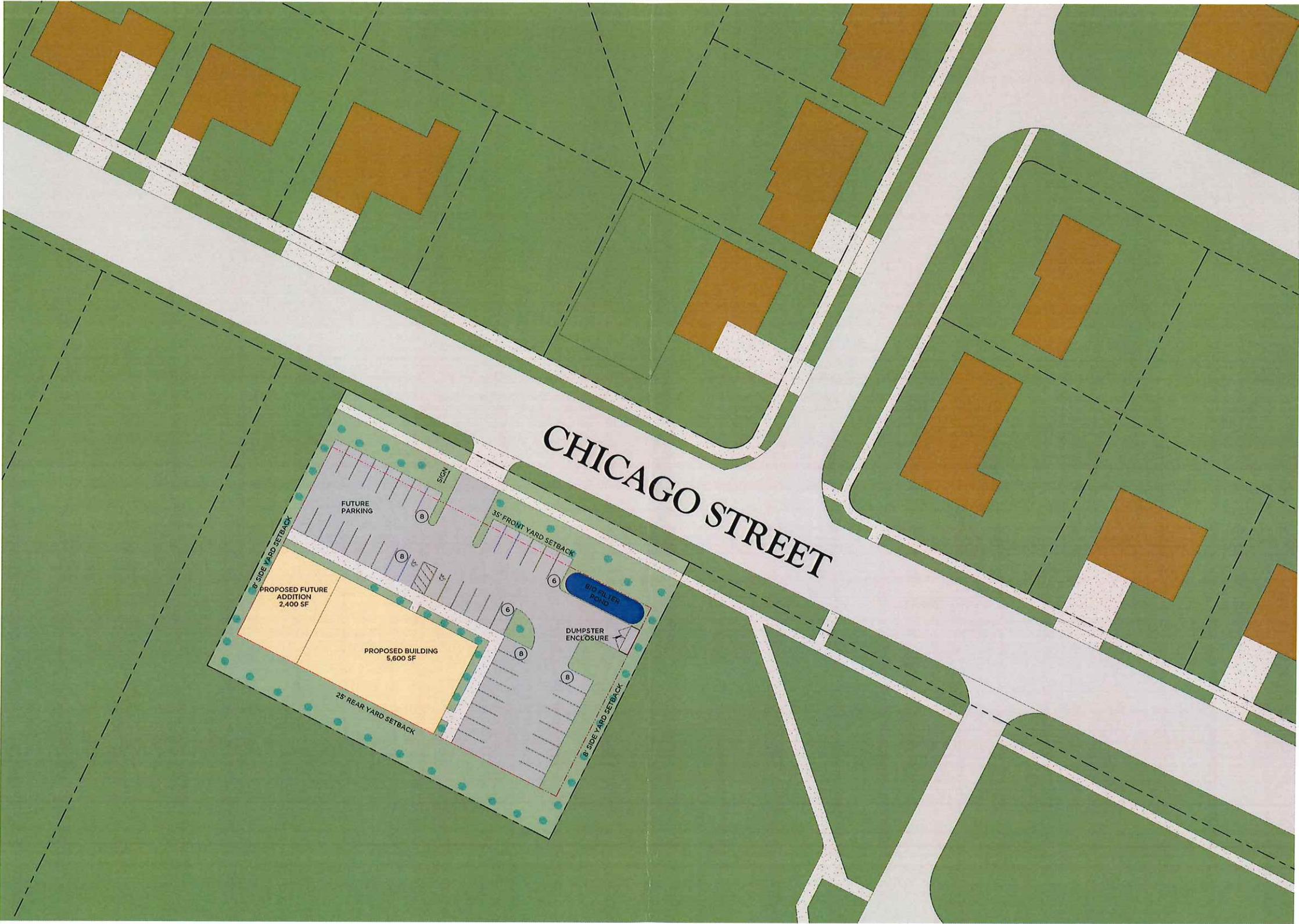
HOURS OF OPERATION

The anticipated hours of operation will be the same as the existing facility. Those hours are as follows:

Monday – Thursday 7 am to 7 pm

Friday 7 am to 2 pm

To minimize the impact of lighting any parking lot lighting will be subject to standards as set forth in Article XII of Chapter 14 of the City of De Pere Municipal Code.



1
C1.1

CONCEPTUAL SITE PLAN

1" = 30.0'

NORTH

SITE INFORMATION

LOT SIZE	43,559.80 SF
BUILDING	5,600 SF (12.86%)
FUTURE BUILDING	2,400 SF
ASPHALT	15,493.65 SF (35.57%)
CONCRETE	2,897.03 SF (6.65%)
GREEN SPACE	19,568.92 SF (44.92%)

PRELIMINARY - NOT FOR CONSTRUCTION

MC#BU19-61-02

De Pere, WI



DELEERS
CONSTRUCTION, INC.

1825 Nimitz Drive, Suite A | De Pere, WI 54115
P 920.347.5830 | deleers.com

PRE-CONTRACT UPDATES:

B.O.A.:	Mike Cashman	12.13.19 BV
DESIGNER:	Jeremy Lueck	
DRAWN BY:	BV	
DESIGN NO.:	BU19-61-02	

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CONSTRUCTION SET

REVISIONS	
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DATE: 12.17.19

SHEET: C1.1

From: Becky Dorsey [<mailto:Beckydor@live.com>]

Sent: Friday, January 24, 2020 9:47 AM

To: Peter Schleinz

Subject: 1602 Chicago street

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.

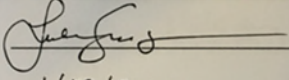
I met with a few neighbors regarding rezoning the property on Chicago Street. Below are a few signatures from families that oppose the change. I plan to meet with a few more before Monday.
Please confirm your receipt of this message.

Thanks,
Becky Dorsey

I oppose rezoning the property at 1602 Chicago Street. This should remain R-1 for single family residency.

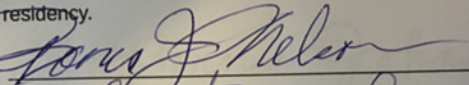
Name Luther + Lori Swenson

Address 300 Crestview Lane, De Pere

Signature  Lori E. Swenson

Date 1/20/2020 1-20-2020

I oppose rezoning the property at 1602 Chicago Street. This should remain R-1 for single family residency.

Name  Roma Nelson

Address 512 Crestview Dr.

Signature Roma Nelson

Date 1/30/20

I oppose rezoning the property at 1602 Chicago Street. This should remain R-1 for single family residency.

Name Dr. Bonnie Johnson
 Address 1601 Chicago Street
 Signature Bonnie Johnson
 Date January 20, 2020

I oppose rezoning the property at 1602 Chicago Street. This should remain R-1 for single family residency.

Name Nancy & Arnie Baugher
 Address 1486 Chicago St. De Pere WI 54115
 Signature Nancy Baugher
 Date 1-20-2020



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from Finance & Personnel Committee to Accept Three K-9 Tactical EMS Field Kits from the Bark & Blue Foundation to the Fire Department (valued at approximately \$900).

Unanimously approved.

ATTACHMENTS:

- K9 TACTICAL EMS TACTICAL KIT DONATION (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief *ACM*

Date: February 4, 2020

Re: Consider Donation of Three K-9 Tactical EMS Field Kits from the Bark and Blue Foundation

The Fire Department would like to respectfully request permission to retroactively accept three K-9 Tactical EMS Field Kits from the Bark and Blue Foundation (Green Bay, WI).

In spring, 2019, area paramedics began K-9 EMS training to better prepare for K-9 involved incidents. The training costs were funded, but the equipment needed was not; therefore, the Bark and Blue Foundation stepped forward to help in raising funds to purchase the needed kits. The cost of each kit is approximately \$300.

On Saturday, February 1, 2020, the De Pere Fire Department, De Pere Police Department, Ashwaubenon Public Safety and the Brown County Sheriff's Department, in collaboration with the Bark and Blue Foundation, hosted a Police K-9 meet and greet at De Pere Fire Station #1. At that time, the Bark and Blue Foundation graciously donated three K-9 Tactical EMS Field Kits to the De Pere Fire Department.

The Fire Department would like to place one K-9 Tactical EMS Field Kit in each of our three ambulances.

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a Proposed Extraterritorial 3 Lot Certified Survey Map at 2048 Lasee Road in the Town of Rockland (Parcel R-329).

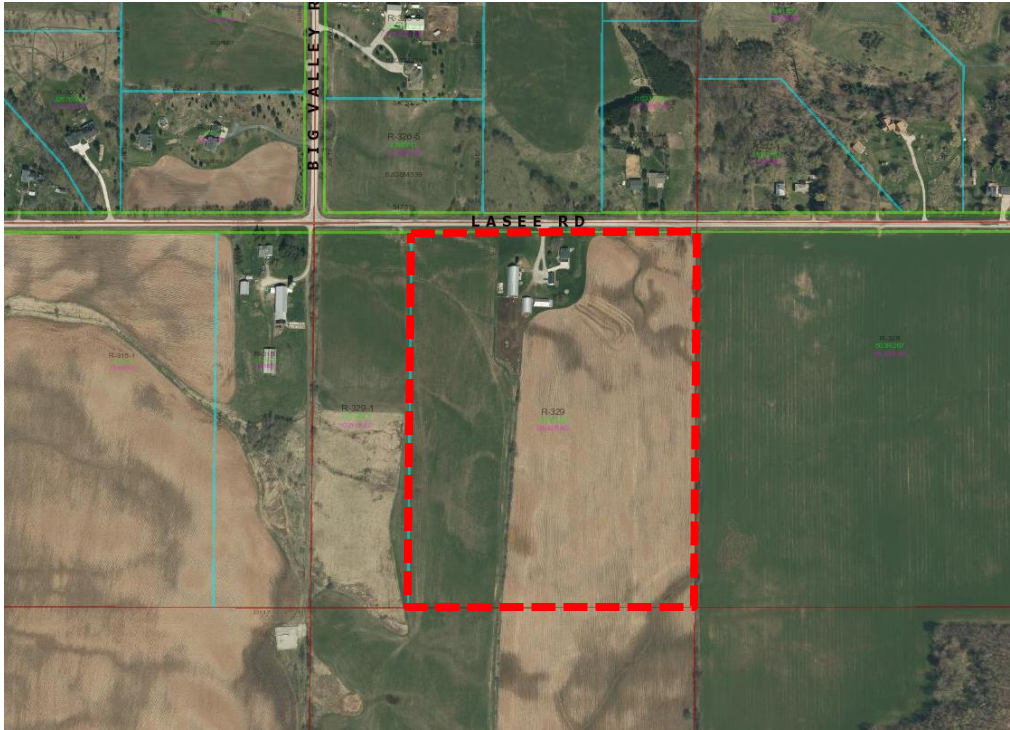
On January 27, 2020, Plan Commission unanimously recommended approval of the extraterritorial certified survey map by a vote of 6-0.

ATTACHMENTS:

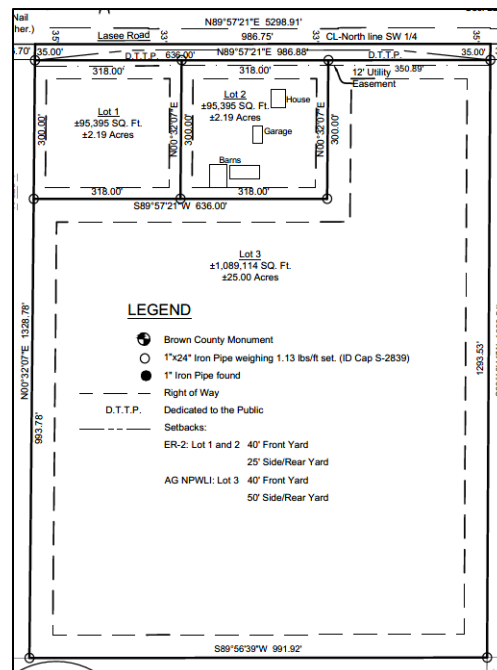
- CSM - Lasee RD - Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

ITEM 10: Staff recommendation and possible action regarding a Proposed Extraterritorial 3 Lot Certified Survey Map at 2048 Lasee Road in the Town of Rockland (Parcel R-329). *

SITE MAP

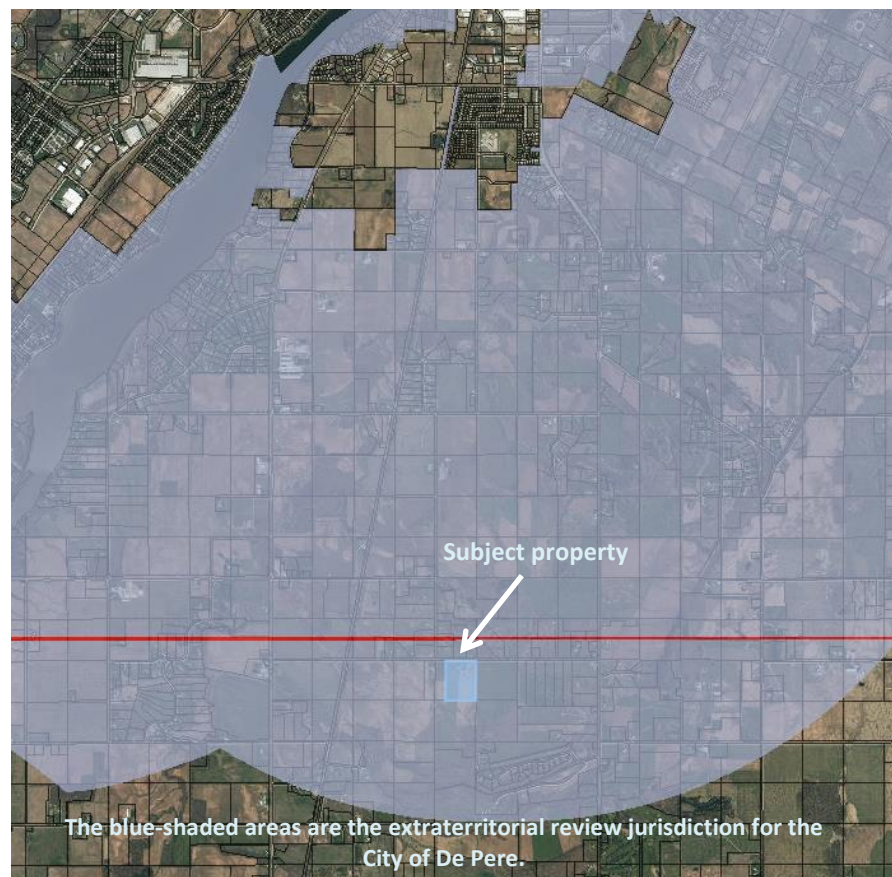


PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION:	Extraterritorial Certified Survey Map Review
COMMON DESCRIPTION:	2048 Lasee Road in the town of Rockland, located approximately 2 miles south from the City of De Pere limits.
PARCEL NUMBER(S):	R-329
EXISTING ZONING:	AG-FP (Agricultural Farmland Preservation) for the Town of Rockland, which allows agricultural uses on minimum 40,000 square foot lots with 150 feet of street frontage. NOTE: Lots 1 and 2 are proposed to be rezoned to ER-2 (Estate Residential 2 Acre) by the Town of Rockland, which allows for residential uses on minimum 2 acre lots with 200 feet of street frontage.
SURROUNDING LAND USES:	Residential, agricultural, and natural areas to the north, south, and east.
COMPREHENSIVE PLAN:	Farmland Preservation (Rockland).
APPLICANT/OWNER NAME:	John & Jamie Van Noie Applicant and Property Owner 5041 Sportsman Drive De Pere, WI 54115
SITE HISTORY:	After a review of air photographs, the site has had an agricultural and residential use, with one residential structure, since 1938. In December 2019, a CSM was submitted to the City for review. The intent of the land division was to create two smaller residential lots and one larger agricultural lot. The land division is outside of the Sewer Service Area for the Town of Rockland. There are potential environmentally sensitive areas along a drainage way, which will be addressed by Brown County Planning Commission.
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. - The proposed CSM is located in Rockland, about 2 miles from the De Pere City limits, and within the extraterritorial review jurisdiction of the City. - The proposed land division will create two new lots for future residential development (Lots 1-2) and one new lot for agricultural purposes (Lot 3).

- A Town of Rockland rezoning of Lots 1 and 2 from AG-FP to ER-2 is proposed. There is no proposed rezoning for Lot 3.
- The three proposed lots meet and exceed the City of De Pere minimum lot size requirement of 8,000 square feet and the minimum street frontage requirement of 75 feet.
 - Lot 1 is 2.2 acres in size with 318.0 feet of frontage.
 - Lot 2 is 2.2 acres in size with 318.0 feet of frontage.
 - Lot 3 is 25.0 acres in size with 350.9 feet of frontage.
- The three proposed lots meet and exceed the Town of Rockland minimum lot size requirement of 2 acres with a minimum street frontage of 200 feet for Lots 1 and 2, and 40,000 square feet (0.9 acres) with a minimum street frontage of 150 feet for Lot 3.
- There is one issue that must be addressed on the CSM:
 - The City of De Pere Certificate should be modified to reference the date the Clerk signs the document AND the date the City of De Pere approved the document. Also the signature line name should be revised to read Carey E. Danen, City Clerk.



The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides opportunities for development and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet City requirements.

REVIEW PROCESS:

For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to take action on February 18, 2020.

**STAFF
RECOMMENDATION:**

Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including Brown County Planning Commission and Town of Rockland.
2. The City of De Pere Certificate should be modified to reference the date the Clerk signs the document and the date the City of De Pere approves the document. Also the signature line name should be updated to read Carey E. Danen, City Clerk.

CITY OF DE PERE
RECEIVED
DEC 10 2019
PLANNING DEPT.

	CITY OF DE PERE	Fee: \$ 368.00
	APPLICATION FOR CSM REVIEW	Receipt #: 148237
		Date: 12-10-19

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information			
Applicant Name (Ind., Org. or Entity) John & Jamie Van Noie		Authorized Representative Same	
Mailing Address 5041 Sportsman Dr		City De Pere	State WI
Email Address jvannoie@yahoo.com		Phone Number (incl. area code) 920-336-1436	ZIP Code 54115
Fax Number (incl. area code)			
SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)			
Name (Ind. Org. or Entity)		Contact Person	
Mailing Address		City	State
Email Address		Phone Number (incl. area code)	ZIP Code
		Fax Number (incl. area code)	
SECTION 3: Project or Site Location			
Project Address/Description 2048 Lasee Rd De Pere WI		Parcel No. R-329	
SECTION 4: CSM Information			
Existing Zoning:		Agricultural - Farmland Preservation	
Present Use of Parcel:		1 rental house and 27 acres of farmland	
Proposed Use of Lots:		2 houses and 25 acres of farmland	
Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.			
SECTION 5: Certification and Permission			
Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.			
Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.			
Name of Owner/Authorized Representative (please print) John Van Noie & Jamie Van Noie		Title owners	Phone Number 920-336-1436
Signature of Applicant John Van Noie Jamie Van Noie		Date Signed 12-9-19	

TO BE COMPLETED BY CITY STAFF	
CSM Review authorized by the De Pere Municipal Code, Chapter 46.	

Attachment: Application Form (9160 : Recommendation from Plan Commission to approve a Proposed Extraterritorial 3 Lot Certified Survey

CERTIFIED SURVEY MAP

Part of the Northwest 1/4 of the Southwest 1/4, Section 22, T22N-R20E, Town of Rockland, Brown County, Wisconsin.
More Particularly Described as Follows:

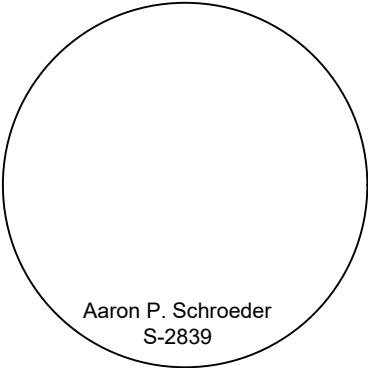
Commencing at the West Corner of Section 22, T22N-R20E; Thence N89°57'21"E, 336.70 feet along the North line of the Southwest 1/4 of said Section 22 to the point of beginning; Thence continuing along said North line N89°57'21"E, 986.75 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 22; Thence S00°18'44"W, 1328.54 feet along said East line of the Northwest 1/4 of the Southwest 1/4 to the South line of said Northwest 1/4 of the Southwest 1/4 , Thence S89°56'39"W, 991.92 feet along said South line Northwest 1/4 of the Southwest 1/4; Thence N00°32'07"E, 1328.78 feet to the North line of said Northwest 1/4 of the Southwest 1/4 and the point of beginning. Subject to any easements, covenants, or restrictions of record. Parcel contains 1,314,442± Square Feet or 30.17± Acres total including 34,538± Square Feet or 0.79± Acres dedicated to the public for road purposes.

Surveyor's Certificate

I, Aaron P. Schroeder, Registered Land Surveyor, hereby certify: that in full compliance with the provisions of chapter 236.34 of the Wisconsin Statutes and the survey requirements of Section 21.50 of the Brown County Subdivision and Platting Regulations, and under the direction of John J. & Jamie A. Vannoe, owners of said land, I have surveyed, divided, and mapped this certified survey map, and that such map correctly represents all exterior boundaries of the land surveyed and the division of that land.

Aaron P. Schroeder
PLS 2839

Date:



Owners's Certificate:

As owners, We hereby certify that we have caused the land described herein to be surveyed, divided, dedicated, and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the Town of Rockland, the City of De Pere, and the Brown County Planning Commission for approval or objection.
Dated this ____ day of _____, 2019.

John J. Vannoe

Jamie A. Vannoe

Personally came before me this ____ day of _____, 2019, the above named owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Brown County, Wisconsin My Commission Expires

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

CERTIFIED SURVEY MAP

Part of the Northwest ¼ of the Southwest ¼, Section 22, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

Town of Rockland:
Approved for the Town of Rockland, this ____ day of _____, 2019

Julie Koenig, Clerk

City of De Pere:
Approved for the City of De Pere, this ____ day of _____, 2019

Carey Danen - Clerk

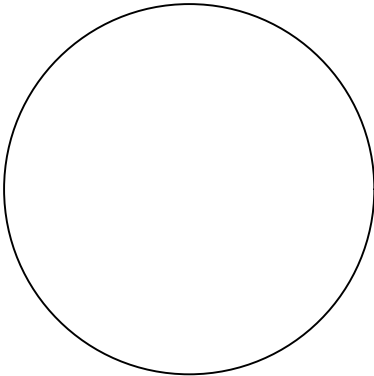
Brown County Planning Commission:
Approved for the Brown County Planning Commission, this ____ day of _____, 2019

Dan Teaters - Senior Planner

Brown County Treasurer:
As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

Approved for the Brown County Treasurer, this ____ day of _____, 2019

Paul D. Zeller - Brown County Treasurer



Aaron P. Schroeder
S-2839

CERTIFIED SURVEY MAP

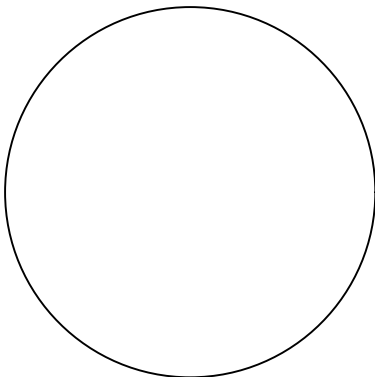
Part of the Northwest ¼ of the Southwest ¼, Section 22, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

Notes:

- The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.
- No development shall occur on Lots 1 & 3 until such time that public sewer and water is available OR a soils test has been submitted and sanitary permit issued by the Brown County Zoning Administrator's office.

Restrictive Covenants:

- The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.



Aaron P. Schroeder
S-2839



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a proposed 34 lot preliminary plat of Honeysuckle Acres Fourth Addition at 1500 BLK Red Maple Rd (Parcels WD-L183-4 & WD-L183-4-1).

On January 27, 2020, Plan Commission unanimously recommended approval of the preliminary plat by a vote of 6-0.

At the January 27, 2020 Plan Commission meeting, the Commission requested the review of placement of sidewalks on one or both sides of the street prior to the Council review of the preliminary plat.

At the February 10, 2020 Board of Public Works meeting, the Board recommended that sidewalks be required on all proposed streets (lot front yards and side yards) including the cul-de-sac for Fox Point Court by a vote of 5-0.

ATTACHMENTS:

- 01-27-20 Plan Commission Report - Preliminary Plat of Honeysuckle Acres Fourth Addition (DOCX)
- Application Form (PDF)
- Preliminary Plat - REVISED 2 - 13 Jan 2020 (PDF)

- ITEM 9: Staff recommendation and possible action regarding a proposed 34 lot preliminary plat of Honeysuckle Acres Fourth Addition at 1500 BLK Red Maple Rd (Parcels WD-L183-4 & WD-L183-4-1). *

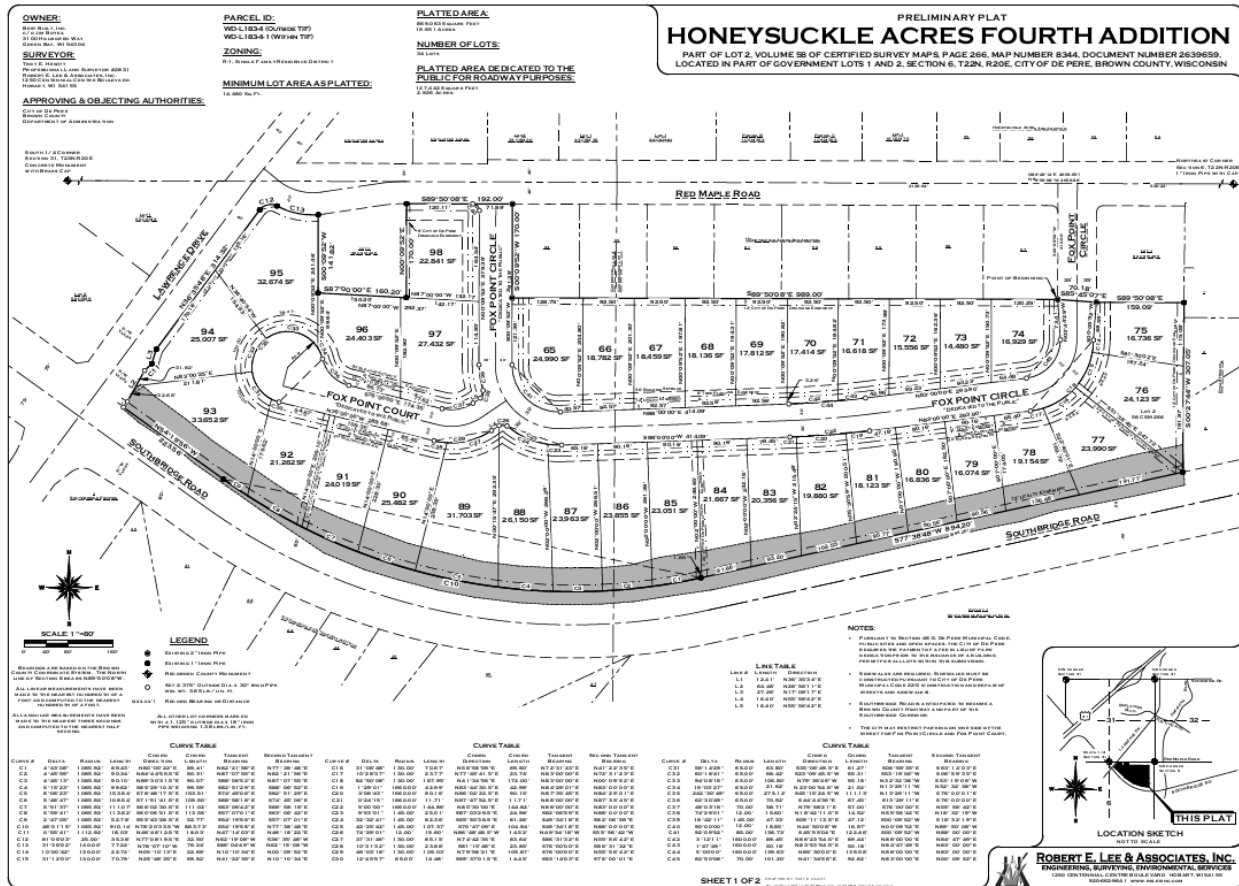
SITE MAP



**City of De Pere
Staff Comments**

**Plan Commission
January 27, 2020**

PROPOSED PRELIMINARY PLAT AREA



REQUESTED ACTION:	Preliminary Plat Approval.
COMMON DESCRIPTION:	1500 Red Maple Road, De Pere generally located south from Red Maple Road, East from Lawrence Drive, and North of Southbridge Road.
PARCEL NUMBER(S):	WD-L183-4 & WD-L183-4-1
EXISTING ZONING:	Single Family Residence District (R-1) Note: The area is also within TID #6 and TID #11
SURROUNDING LAND USES:	Single Family Residential to the north and east. Vacant commercial and single family residential to the south. Commercial to the west.
COMPREHENSIVE PLAN:	Neighborhood Residential (Including Multi-Family)
APPLICANT/OWNER NAME:	Troy Hewitt, PLS Authorized Representative Robert E. Lee & Associates 1250 Centennial Centre Blvd Hobart, WI 54155 Best Built INC Property Owner ATTN: Jim Boyea, President 3100 Holmgren Way Green Bay, WI 54304

SITE HISTORY:

The subject site has been used for agricultural purposes since 1938.

In 2019, a 34 lot preliminary plat was proposed. The plat initially was not approvable because the developer desired 60-foot local street right-of-ways. City staff and the Plan Commission considered a change to the Land Division and Platting Code that would allow local road widths to be narrower in certain situations when parking was allowed on only one side of the street. In November and December 2019, the Plan Commission and Common Council approved the right-of-way width change. Thus, the preliminary plat could be submitted for review on January 27, 2020.

STAFF REVIEW:

When reviewing a preliminary plat, staff considers State Statutes 236 Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The preliminary plat includes 34 single family lots.
- The street pattern provides two connections to Red Maple Road via Fox Point Circle.
- The two proposed right-of-ways are 60 feet wide, which is permitted because 8 foot wide tree planting easements are shown on both sides of the right-of-ways.
- As shown on the Site Map, the entire preliminary plat lies within TID #11, and the right portion of the preliminary plat lies within TID #6. This is acceptable due to the entire preliminary plat being within TID #11.
- All of the proposed lots exceed the City required minimum 75 feet of street frontage and 8,000 square feet of area

It should be noted that as part of the approval of this subdivision, the developer will be responsible to construct sidewalk on the east side of Fox Point Circle adjacent to Parcel WD-1455, 1579 Red Maple Road.

There are 15 items to be revised or addressed on the preliminary plat before the plat is submitted for final review. The items are listed in the staff recommendation section of this report.

The preliminary plat meets the criteria of State Statutes 236 and Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code. The proposed land division does not impact the Comprehensive Plan negatively. The proposed lot size, frontage, and setbacks meet acceptable City requirements.

REVIEW PROCESS: For preliminary plat petitions, the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews preliminary plats. The Common Council is expected to review the City plat on February 19, 2020.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the preliminary plat and forwarding the plat to the Common Council for preliminary approval, subject to:

1. Meeting all other state and local regulations, including the City of De Pere, and Brown County Planning Commission.
2. Verify right-of-way needs for the intersection of Southbridge Road and Lawrence Drive as there is a proposed roundabout at this location that will impact the final border configuration of the lots at and near that intersection. NOTE: Staff is reviewing the right of way needs for a future roundabout at Southbridge and Lawrence. This information will be forwarded to the surveyor after review for incorporation into the plat.
3. Fox Point Circle, adjacent to "existing Lot 64," is missing a right-of-way flair. The proposed street may not have originally been next to this lot, thus the petitioner should make sure that the Lot 64 property owner is aware of the development. This could minimize public outcry in public meetings for the petitioner.
 - a. 46-4(c)(2): Property lines at street intersections shall be rounded with a radius of 12 feet or greater radius where the plan commission considers it necessary. Cutoffs or chords may be permitted in place of rounded corners.
4. Remove the City of De Pere Treasurer name and signature line from the 'Treasurer's Certificate.'
5. In the 'Common Council Approval Certificate,' include a section for the specific date of Common Council approval, remove the signature lines and titles for Peter Schleinz & Shana Ledvina, and add a signature line and date for Carey E. Danen, City Clerk.
6. Add to the Restrictive Covenants between City of De Pere and Property Owner: "Dwellings that have exposed walls with windows in the foundation shall provide a grading plan with topographic lines and shall be depicted on the site plan to ensure the proper one-half inch per foot at ten feet from dwelling is achieved".
7. In the Page 1 Notes, change Section 13.05 to Section 46-5. Add this to be included on Page 2 Restrictive Covenants Between City of De Pere and Property Owner : "Pursuant to Section 46-5 De Pere Municipal Code Public Open Spaces, the City of De Pere requires the payment of a fee in lieu of park dedication prior to the issuance of a building permit for all lots within this subdivision."
8. As part of the approval of this subdivision, the developer will be responsible to construct sidewalk on the east side of Fox Point Circle adjacent to Parcel WD-1455, 1579 Red Maple Road.

9. Based on the preliminary review, drainage easements will be required as follows: 12' wide easement along the back lots of 96, and 97 (north lot line). A 6' wide drainage easement will be required along the back lot of 98 (update the plat to move this from the west property line to the south property line). This will be updated during the final design and the locations modified for the final plat.
10. Based on the preliminary review, 20 foot utility easements (centered on the lot lines) for City storm sewer may be required between lots 76/77, 84/85, and 91/92. Additional 20 foot easements may be required on lots 65, 74, 77, 84, 91, and 97. This will be updated during the final design and the locations modified for the final plat.
11. Based on the preliminary review, a larger drainage easement will be required at the back of lots 77 thru 93 to accommodate the existing berms while maintaining a backyard drainage swale. The easement should extend to 12' from the bottom on the north side of the berm. There may be some modifications to this as part of the final design.
12. Provide wetland delineation report that wetlands are not located in the road, or obtain WDNR approval to eliminate wetlands in the road.
13. Delete Note 7. "Lots (XXX shall be designed to drain to the street or pond."
14. Note 6 will need to be updated or deleted from the final plat. This will be determined during the final design of the subdivision.
15. Easements across lots or centered on rear or side lot lines shall be provided for utilities where required by the plan commission, and shall be at least ten feet wide.

NOV 8 2019

PLANNING DEPT

	CITY OF DE PERE APPLICATION FOR PLAT REVIEW	Fee: \$ 2590.00 Receipt #: 147567 Date: 11-08-19
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Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information			
Applicant Name (Ind., Org. or Entity) Robert E. Lee & Assoc.		Authorized Representative Troy Hewitt	
Title Land Surveyor			
Mailing Address 1250 Centennial Centre Bl		City Hobart	State WI
ZIP Code 54155			
Email Address thewitt@releeinc.com		Phone Number (incl. area code) 920-662-9641	Fax Number (incl. area code) 920-662-9141
SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)			
Name (Ind. Org. or Entity) Best Built Inc.		Contact Person Jim Boyea	
Title President			
Mailing Address 3100 Holmgren Way		City Green Bay	State WI
ZIP Code 54304			
Email Address jim@bestbuiltinc.com		Phone Number (incl. area code) 920-337-6488	Fax Number (incl. area code)
SECTION 3: Project or Site Location			
Project Address/Description Red Maple Rd/Lawrence Dr		Parcel No. WD-L183-4 & WD-L183-4-1	
SECTION 4: Plat Review			
Review Type:	☒ Preliminary Plat ☐ Final Plat		
Fee:	Preliminary Plat Fee: \$278 + (34 # of lots and outlots x \$68) Final Plat Fee: \$195		\$2590
Present Use of Parcel:	AG		
Proposed Use of Lots:	RESIDENTIAL		
Please submit 1 hard copy, 1 PDF copy, and 1 CAD copy of the Plat if the property is located within the City or if the property is located within the extraterritorial jurisdiction.			
SECTION 5: Certification and Permission			
Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.			
Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.			
Name of Owner/Authorized Representative (please print) Troy Hewitt		Title Land Surveyor	Phone Number 920-664-9641
Signature of Applicant 		Date Signed 11/6/19	

TO BE COMPLETED BY CITY STAFF

Plat Review authorized by the De Pere Municipal Code, Chapter 46.

Attachment: Application Form (9161 : Recommendation from Plan Commission to approve a proposed 34 lot preliminary plat of Honeysuckle

OWNER:

BEST BUILT, INC.
C/O JIM BOYEA
3100 HOLMGREN WAY
GREEN BAY, WI 54304

SURVEYOR:

TROY E. HEWITT
PROFESSIONAL LAND SURVEYOR #2831
ROBERT E. LEE & ASSOCIATES, INC.
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155

APPROVING & OBJECTING AUTHORITIES:

CITY OF DE PERE
BROWN COUNTY
DEPARTMENT OF ADMINISTRATION

PARCEL ID:

WD-L183-4 (OUTSIDE TIF)
WD-L183-4-1 (WITHIN TIF)

ZONING:

R-1, SINGLE FAMILY RESIDENCE DISTRICT

MINIMUM LOT AREA AS PLATTED:

14,480 Sq.Ft.

PLATTED AREA:

869,063 SQUARE FEET
19.951 ACRES

NUMBER OF LOTS:

34 LOTS

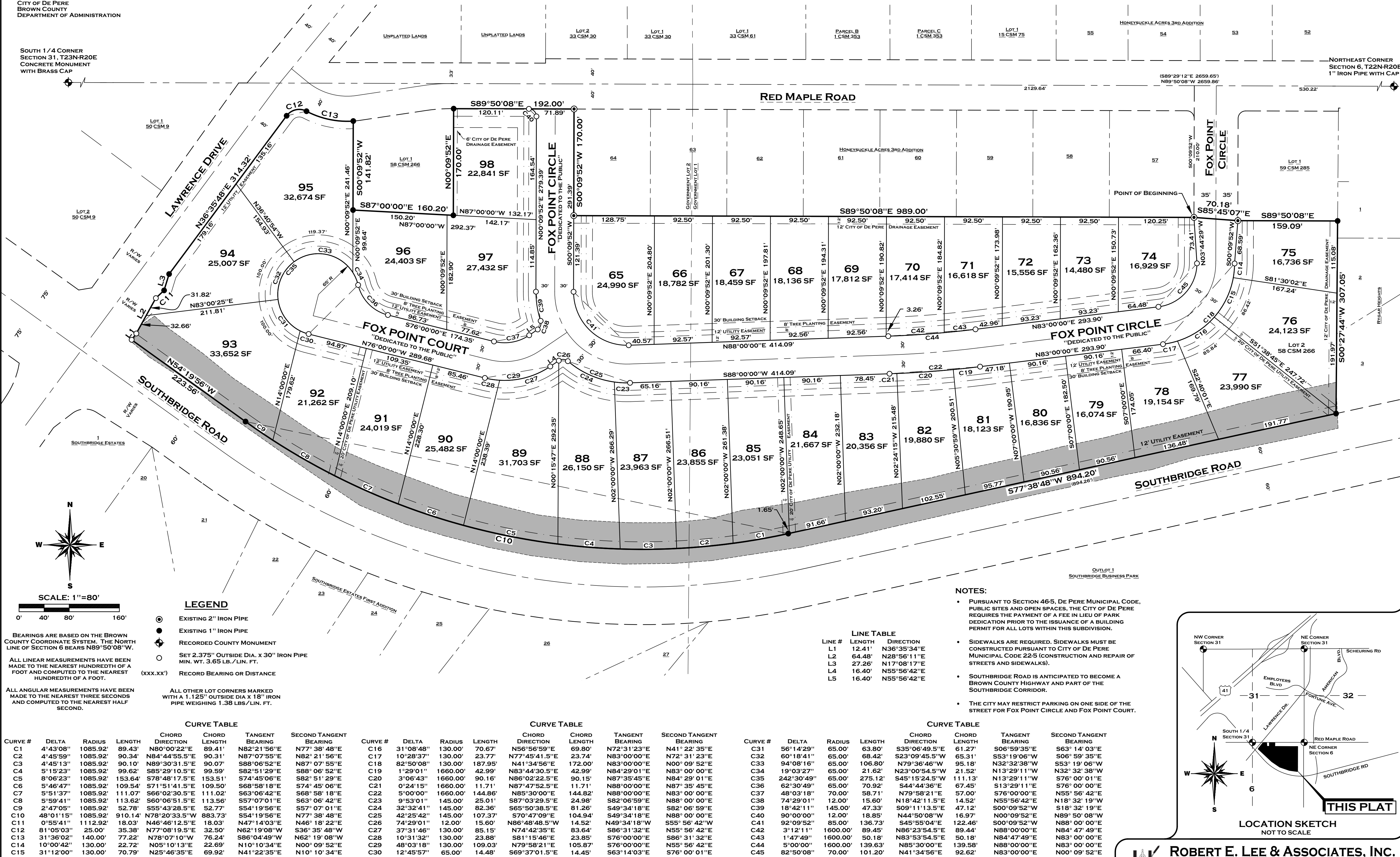
PLATTED AREA DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES:

127,442 SQUARE FEET
2.926 ACRES

PRELIMINARY PLAT

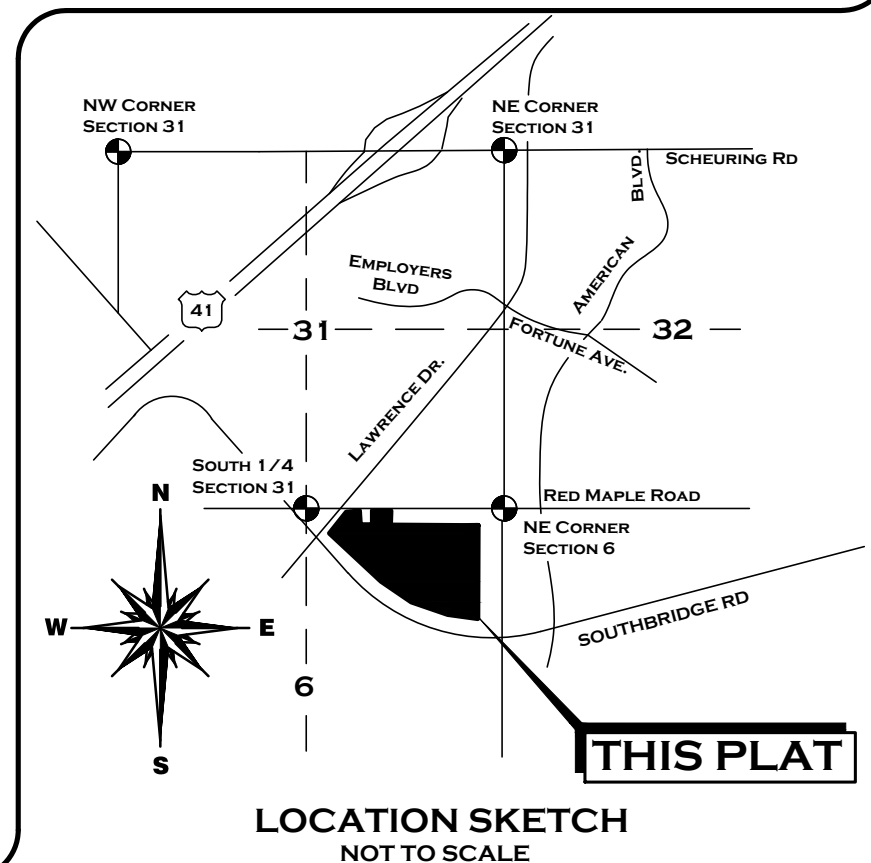
HONEYSUCKLE ACRES FOURTH ADDITION

PART OF LOT 2, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266, MAP NUMBER 8344, DOCUMENT NUMBER 2639659,
LOCATED IN PART OF GOVERNMENT LOTS 1 AND 2, SECTION 6, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



NOTES:

- PURSUANT TO SECTION 46-5, DE PERE MUNICIPAL CODE, PUBLIC SITES AND OPEN SPACES, THE CITY OF DE PERE REQUIRES THE PAYMENT OF A FEE IN LIEU OF PARK DEDICATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ALL LOTS WITHIN THIS SUBDIVISION.
- SIDEWALKS ARE REQUIRED. SIDEWALKS MUST BE CONSTRUCTED PURSUANT TO CITY OF DE PERE MUNICIPAL CODE 22-5 (CONSTRUCTION AND REPAIR OF STREETS AND SIDEWALKS).
- SOUTHBRIDGE ROAD IS ANTICIPATED TO BECOME A BROWN COUNTY HIGHWAY AND PART OF THE SOUTHBRIDGE CORRIDOR.
- THE CITY MAY RESTRICT PARKING ON ONE SIDE OF THE STREET FOR FOX POINT CIRCLE AND FOX POINT COURT.



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD, HOBART, WI 54155
920-662-9641 WWW.RELEINC.COM

PRELIMINARY PLAT

HONEYSUCKLE ACRES FOURTH ADDITION

PART OF LOT 2, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266, MAP NUMBER 8344, DOCUMENT NUMBER 2639659,
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RESTRICTIVE COVENANTS BETWEEN DEVELOPER AND PROPERTY OWNER

- ALL PLANS FOR NEW CONSTRUCTION MUST BE APPROVED BY THE DEVELOPER PRIOR TO START OF CONSTRUCTION.
- A SITE PLAN SHOWING THE LOCATION OF THE HOME UPON LOT MUST BE APPROVED BY DEVELOPER PRIOR TO START OF CONSTRUCTION.
- ALL HOME CONSTRUCTION MUST BE STARTED WITHIN TWO YEARS OF THE ACTUAL LOT CLOSING DATE.
- THE EXTERIOR, ALONG WITH GENERAL CONSTRUCTION OF A BUILDING ERECTED ON THE PREMISES MUST BE COMPLETED WITHIN SIX MONTHS AFTER START OF BUILDING CONSTRUCTION.
- NO CONSTRUCTION OF ANY DWELLING SHALL BE COMMENCED UNTIL PLANS FOR SUCH DWELLING MEET THE MINIMUM REQUIREMENT OF 1,600 SQUARE FEET OF LIVING SPACE FOR A RANCH STYLE HOME AND 1,900 SQUARE FEET OF LIVING SPACE FOR A TWO STORY HOME. SPLIT LEVEL AND STORY AND A HALF HOMES WILL BE APPROVED BY DEVELOPER AFTER VIEW OF PLANS.
- EACH DWELLING SHALL HAVE AN ATTACHED GARAGE OF NOT LESS THAN 20 FEET IN WIDTH.
- THE GRADING, SEEDING, OR SODDING OF LOTS SHALL BE COMPLETED WITHIN THREE MONTHS AFTER COMPLETION OF GENERAL CONSTRUCTION ON THE PROPERTY, EXCLUDING THE MONTHS OF DECEMBER, JANUARY, FEBRUARY, MARCH, APRIL AND MAY.
- NO BOAT, CAMPER, OR TRAILER MAY BE STORED OR PLACED IN THE FRONT OR SIDE YARD OF ANY LOT DURING THE MONTHS OF OCTOBER THROUGH APRIL. NO ANIMAL SHELTER, PEN OR SATELLITE DISH MAY BE STORED OR PLACED IN THE FRONT OR SIDE YARD OF ANY LOT. SUCH ITEMS MAY BE PLACED IN THE REAR YARD IF SCREENED FROM VIEW OF ABUTTING LANDOWNERS BY APPROPRIATE LANDSCAPING.
- YARD STORAGE SHEDS AND ACCESSORY GARAGES SHALL BE APPROVED BY THE DEVELOPER AND SHALL BE CONSTRUCTED OF MATERIALS SIMILAR TO THEIR HOME. THE MAXIMUM SIZE OF ANY SHED SHALL BE NO LARGER THAN 14' x 14' AND SHALL NOT HAVE ANY TYPE OF DRIVEWAY TO IT.
- ALL DRIVEWAYS MUST BE CONCRETE WITHIN THREE MONTHS AFTER COMPLETION OF GENERAL CONSTRUCTION EXCLUDING THE MONTHS OF DECEMBER, JANUARY, FEBRUARY, MARCH AND APRIL.
- ALL HOMES SHALL CONSIST OF A MASONRY FRONT COVERINGS OF APPROXIMATELY 50% OF THE TOTAL EXTERIOR AREA. HOMES WITH LESS THAN 50% MASONRY FRONT COVERINGS WILL BE CONSIDERED FOR APPROVAL AT THE DISCRETION OF THE DEVELOPER.
- THE COVENANTS AND RESTRICTIONS BETWEEN THE DEVELOPER AND PROPERTY OWNER SHALL REMAIN IN EFFECT FOR A PERIOD OF 15 YEARS FROM THE DATE THE PLAT WAS RECORDED.

RESTRICTIVE COVENANTS BETWEEN CITY OF DE PERE AND PROPERTY OWNER

- THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS NOT INCLUDED IN THE DRAINAGE EASEMENT SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.
- EACH LOT OWNER SHALL GRADE THE PROPERTY ABUTTING A STREET TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.
- NO POLES, PEDESTALS OR BURIED CABLE ARE TO BE PLACED SO AS TO DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINES OR STREET LINES, A DISTURBANCE OF SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF THE WISCONSIN STATUTES.
- A DRAINAGE EASEMENT IN FAVOR OF THE CITY ON REAR AND SIDE LOT LINES AS SHOWN ON THE PLAT SHALL BE PROVIDED. SUCH EASEMENTS SHALL CONTAIN THE FOLLOWING RESTRICTIONS:
 - ANY OBSTRUCTION TO THE FLOW OF WATER, BY ANY MEANS, SHALL BE PROHIBITED.
 - NO STRUCTURE, EARTHEN BERM, DAM, ERECTION OF OTHER IMPROVEMENT, TREE, OR LANDSCAPING SHALL BE PERMITTED.
 - THE ERECTION OF A FENCE OR ANNUAL PLANTINGS MAY BE ALLOWED PROVIDED THAT SAME DO NOT OBSTRUCT THE FLOW OF WATER.
 - GRANTOR IS PROHIBITED FROM CHANGING THE GRADE ELEVATION OF THE DRAINAGE EASEMENT FROM THAT ESTABLISHED BY GRANTEE.
 - GRANTEE SHALL HAVE FULL RIGHTS OF INGRESS AND EGRESS TO CARRY ON AND ALL WORK IN CONNECTION WITH THE MAINTENANCE AND OPERATION IN, OVER, UNDER, AND ACROSS LANDS OF GRANTOR.
 - THE PROPERTY COVERED BY SAID EASEMENT SHALL NOT BE USED IN ANY WAY OR MANNER THAT WILL IMPAIR THE RIGHTS OF GRANTEE.
 - THE EASEMENT SHALL RUN WITH THE LAND, AND SHALL BE BINDING UPON THE GRANTEES, LESSEES, SUCCESSORS, HEIRS AND ASSIGNS OF GRANTOR AND GRANTEE.
 - THE EASEMENT SHALL BE ASSIGNABLE.
- SIDEWALKS ARE REQUIRED ON ALL FOX POINT CIRCLE AND RED MAPLE ROAD RIGHT OF WAYS.
- PRIVATE YARDS DRAINS SHALL BE CONSTRUCTED AT THE TIME OF HOME CONSTRUCTION FOR LOTS (XXX). THE YARD DRAIN SHALL BE CONNECTED TO THE STORM LATERAL. EACH OF THESE LOTS SHALL GRADE FOR PROPER DRAINAGE TO THE STREET OR THE YARD DRAIN.
- LOTS (XXX) SHALL BE DESIGNED TO DRAIN TO THE STREET OR POND.
- DWELLINGS THAT HAVE EXPOSED WALLS WITH WINDOWS IN THE FOUNDATION SHALL PROVIDE A GRADING PLAN WITH TOPOGRAPHIC LINES SHALL BE DEPICTED ON THE SITE PLAN TO ENSURE THE PROPER ONE-HALF INCH PER FOOT AT TEN FEET FROM DWELLING IS ACHIEVED.
- PURSUANT TO SECTION 46-5 DE PERE MUNICIPAL CODE PUBLIC OPEN SPACES, THE CITY OF DE PERE REQUIRES THE PAYMENT OF A FEE IN LIEU OF PARK DEDICATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ALL LOTS WITHIN THIS SUBDIVISION.
- DRIVEWAY ACCESS FOR ALL LOTS SHALL BE FROM FOX POINT CIRCLE, FOX POINT COURT OR RED MAPLE ROAD. NO DRIVEWAYS WILL BE PERMITTED ONTO LAWRENCE DRIVE OR SOUTHBRIDGE ROAD.
- LOTS 93 THROUGH 95 ARE RESPONSIBLE FOR THE MAINTENANCE OF SIDEWALK ON LAWRENCE DRIVE.

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

BEST BUILT INC., TO

WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE,

TIME WARNER CABLE, AT&T AND CITY OF DE PERE,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES. THIS UTILITY EASEMENT PROVISION DOES NOT PREVENT OR PROHIBIT OTHERS FROM UTILIZING OR CROSSING THE UTILITY EASEMENT AS THE UTILITY EASEMENT(S) ARE NON-EXCLUSIVE.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

OWNER'S CERTIFICATE OF DEDICATION:

BEST BUILT, INC., A CORPORATION DULY ORGANIZED AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS THE PROPERTY OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT.

BEST BUILT, INC., DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

CITY OF DE PERE
BROWN COUNTY
DEPARTMENT OF ADMINISTRATION

DATED THIS _____ DAY OF _____, 2019.

IN THE PRESENCE OF BEST BUILT, INC.

BY _____

NAME: JIM BOEYA

TITLE: PRESIDENT

STATE OF WISCONSIN) _____ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019, THE ABOVE NAMED PROPERTY OWNER(S) TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, WISCONSIN

MY COMMISSION EXPIRES _____

COMMON COUNCIL APPROVAL CERTIFICATE

HONEYSUCKLE ACRES FOURTH ADDITION

PART OF LOT 2, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266, MAP NUMBER 8344, DOCUMENT NUMBER 2639659,
LOCATED IN PART OF GOVERNMENT LOTS 1 AND 2, SECTION 6, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED, THAT THE PLAT OF "HONEYSUCKLE ACRES FOURTH ADDITION" IN THE CITY OF DE PERE, BEST BUILT, INC. OWNER, IS HEREBY APPROVED BY THE COMMON COUNCIL ON

_____, 2020.

CAREY E. DANEN, CITY CLERK

DATE

TREASURER'S CERTIFICATE:

I, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF BROWN COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH MY OFFICE, THERE ARE NO UNREDEEMED TAX SALES AND UNPAID TAXES, OR SPECIAL ASSESSMENTS ON AND OF THE LAND INCLUDED IN THIS PLAT.

PAUL ZELLER

BROWN COUNTY TREASURER

DATE

SURVEYOR'S CERTIFICATE:

I, TROY E. HEWITT, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF BEST BUILT, INC., I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING PART OF LOT 2, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266, MAP NUMBER 8344, DOCUMENT NUMBER 2639659, LOCATED IN PART OF GOVERNMENT LOTS 1 AND 2, SECTION 6, R22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE N89°50'08"W, 530.22 FEET ON THE NORTH LINE OF SAID GOVERNMENT LOT 1; THENCE S00°09'52"W, 210.00 FEET ON THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF FOX POINT CIRCLE TO THE SOUTHERLY RIGHT OF WAY OF FOX POINT CIRCLE, THE POINT OF BEGINNING; THENCE S85°45'07"E, 70.18 FEET ON SAID SOUTHERLY RIGHT OF WAY TO THE EASTERLY RIGHT OF WAY OF SAID FOX POINT CIRCLE; THENCE S89°50'08"E, 159.09 FEET ON THE SOUTH LINE OF LOT 1, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 265 TO THE SOUTHEAST CORNER THEREOF; THENCE S00°27'44"W, 307.55 FEET ON THE EAST LINE OF SAID LOT 2 TO THE NORTHERLY RIGHT OF WAY OF SOUTHBRIDGE ROAD; THENCE S77°38'48"W, 894.20 FEET ON SAID NORTHERLY RIGHT OF WAY; THENCE 910.14 FEET ON THE ARC OF A 1085.92 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N78°20'33.5"W, 883.73 FEET ON SAID NORTHERLY RIGHT OF WAY; THENCE N54°19'56"W, 223.56 FEET ON SAID NORTHERLY RIGHT OF WAY TO THE EASTERLY RIGHT OF WAY OF LAWRENCE DRIVE; THENCE N36°35'34"E, 12.41 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N28°56'11"E, 64.48 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE 18.03 FEET ON THE ARC OF A 1112.92 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N46°46'12.5"E, 18.03 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N17°08'17"E, 27.26 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE N36°35'48"E, 314.32 FEET ON SAID EASTERLY RIGHT OF WAY; THENCE 35.38 FEET ON THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N77°08'19.5"E, 32.50 FEET ON SAID EASTERLY RIGHT OF WAY TO THE SOUTHERLY RIGHT OF WAY OF RED MAPLE ROAD; THENCE 77.22 FEET ON THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS N78°07'10"W, 76.24 FEET ON SAID SOUTHERLY RIGHT OF WAY OF RED MAPLE ROAD TO THE NORTHWEST CORNER OF LOT 1, VOLUME 58 OF CERTIFIED SURVEY MAPS, PAGE 266; THENCE S00°09'52"W, 141.82 FEET ON THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE S87°00'00"E, 160.20 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER THEREOF; THENCE N00°09'52"E, 170.00 FEET ON THE EAST LINE OF SAID LOT 1 TO SAID SOUTHERLY RIGHT OF WAY OF RED MAPLE ROAD; THENCE S89°50'08"E, 192.00 FEET ON SAID SOUTHERLY RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 64, HONEYSUCKLE ACRES THIRD ADDITION; THENCE S00°09'52"W, 170.00 FEET ON THE WEST LINE OF SAID LOT 64 TO THE SOUTHWEST CORNER THEREOF; THENCE S89°50'08"E, 989.00 FEET ON THE SOUTH LINE OF LOTS 57-64, HONEYSUCKLE ACRES THIRD ADDITION TO THE WESTERLY RIGHT OF WAY OF FOX POINT CIRCLE, THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 869,063 SQUARE FEET (19.951 ACRES) OF LAND MORE OR LESS.

THAT THE WITHIN MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES IN THE SURVEYING, DIVIDING AND MAPPING OF THE SAME.

TROY E. HEWITT

PLS #2831

DATE

ROBERT E. LEE & ASSOCIATES, INC.



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTER BOULEVARD, JOHNSBART, WI 54155
920-662-9641 WWW.RELEINC.COM



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works regarding the future pavement maintenance of Main Avenue & Reid Street

The Board of Public Works at the February 10, 2020 meeting discussed the current condition of Main Avenue and Reid Street and approved doing minimal pavement maintenance such as pot hole patching and small pavement patches in the future and moved to send this recommendation to the Common Council for approval. The motion passed with a 5-0 vote.

Main Avenue and Reid Street are designated as STH 32 through the City of De Pere. This segment of STH 32 is a connecting highway. For a connecting highway, the City receives annual funding called Connecting Highway Aids (CHA) to perform standard maintenance on the street such as plowing, street sweeping, striping, traffic signal maintenance, street lighting, periodic concrete patching, etc. Once a connecting highway is deteriorated beyond standard maintenance, the Wisconsin Department of Transportation (DOT) will reconstruct the highway. Staff has been working with the DOT for the past ten (10) years for the reconstruction of Main Avenue due to its deteriorated pavement condition.

This project was originally programmed by the DOT for reconstruction in 2015. At this time the project corridor was Main Avenue from Third Street to Eighth Street and Eighth Street from Main Avenue to Ash Street. The DOT hired a consultant to perform a corridor study. As the study was conducted, it was determined the corridor would be broken into two (2) segments for construction which would consist of Main Avenue from Third Street to Eighth Street and Eighth Street from Main Avenue to Ash Street. Eighth Street was funded and reconstructed by the DOT in 2017.

Main Avenue continued to be further studied and evaluated. As the study continued there were challenges such as the railroad bridge, one way versus two way traffic and other environmental issues that needed to be resolved before the Main Avenue construction project could be scheduled. The DOT notified staff on July 28, 2016 that Main Avenue was tentatively scheduled for construction in 2023.

On August 29, 2017 staff was notified by the DOT that Main Avenue was no longer scheduled for construction in 2023 and was currently listed for 2030 even though they had spent significant resources for the preliminary design. The DOT said Main Avenue was deferred to free up limited improvement funds to complete more highway projects to address growing needs across the entire region. The DOT reviewed the pavement condition on Main Avenue and felt there is remaining pavement service life in the pavement structure. Staff shared with the DOT at this time the following:

- * The City had been making decisions for repairs on Main Avenue based on the 2023 reconstruction year. Several storm sewer inlets were in bad condition that was fixed temporarily to last until 2023.
- * The pavement east of Eighth Street is in bad condition and cannot wait until 2030 or beyond.

- * The City just had a water main break on Main Avenue and needs to have the water mains replaced in the near future due to the aging infrastructure.
- * Because STH 32 is connecting highway, the City is required to maintain this segment. The City is being somewhat penalized because the City has done a lot of pavement patching and repairs on Main Avenue through the years. Communities that have not been properly maintaining connecting highways will have their deteriorated facilities replaced sooner. This has now worked to the City's detriment.
- * The City has been spending a lot of time and money on planning and design for preparing the alleys for access to businesses that front Main Avenue.
- * All the planning, traffic modeling, survey, and design dollars spent to date are now being wasted as much of this will need to be redone. Staff did find out the DOT has spent a total of \$1,123,500 for consultant fees and DOT staff and resources.

Staff has continued over the past couple of years requesting the DOT to reconsider programming the reconstruction of Main Avenue. The DOT's position at this time is the pavement service life can be extended by 8 - 15 years by doing pavement repairs and a thin overlay. DOT considers this type of work to be "maintenance" and must be funded by the municipality. I spoke to the Wisconsin Concrete Pavement Association (WCPA) regarding the service life of concrete pavement. WCPA referred me to the DOT's website and the DOT's Facility Development Manual (FDM) regarding the typical service life for concrete pavement which is as follows:

- * Initial construction = 25 years
- * 1st Rehabilitation= 8 - 15 years
- * 2nd Rehabilitation= 8 - 15 years
- * 3rd Rehabilitation = 8 - 15 years
- * Reconstruction should occur after the life of pavement hits 49-70 years.

According to the information the DOT has provided the City previously, Main Avenue's existing pavement was originally constructed in 1948-1952. A pavement life would be in the range of 2000 to 2021 (This takes in the service life of the rehabilitations of 8-15 years) range. For case of discussion, let's use the total maximum pavement life of 70 years. This would mean the street should be reconstructed approximately in 2021. Staff feels the street has outlived its service life per the DOT's standards mentioned above.

In addition, the DOT feels the City should use the CHA received annually to do the pavement repairs and resurface the street to get another 8-15 years of service life out of the pavement. As mentioned previously, CHA are payments municipalities receive from the DOT for compensation for the costs of maintaining state highways through a municipality. According to the DOT eligible costs for using CHA are expenses associated with traffic control and maintenance of designated routes on state highway system existing in a community. A list of maintenance activities is not explicitly detailed in the state statutes. The City currently receives approximately \$75,000 annually in CHA payments for all the connecting highways that pass through the City (See attached map of connecting highways within the City). Approximately \$32,000 of these payments is designated for Main Avenue and Reid Street. The City spends approximately \$50,000 for annual maintenance costs for street lighting, traffic signals, snow plowing, pothole patching, pavement striping, street sweeping, and storm sewer maintenance on Main Avenue and Reid Street. Staff has estimated the costs for the pavement repairs and resurfacing Main Avenue and Reid Street will exceed \$600,000. Staff feels these pavement repairs and resurfacing costs should not be the responsibility of the City.

Staff has received several complaints regarding the condition of Main Avenue. Recently, a resident of De Pere reached out to the DOT regarding the condition of Main Avenue after staff had informed them the DOT has delayed the reconstruction of Main Avenue due to funding. The DOT informed the resident the City needs to make repairs to the existing pavement and resurface the street utilizing CHA funds. The City Administrator then reached out to the League of Municipalities inquiring if they have ever heard the

DOT claiming it is the City's responsibility for major project costs for a State Highway because of receiving CHA. The League responded this was something new to them.

In addition, the same resident mentioned above also reached out to Alderperson Hansen regarding the condition of Main Avenue. Alderperson Hansen has been reaching out to various State Officials regarding the condition of Main Avenue. The DOT has informed Alderperson Hansen the same things staff has been told.

At this time, staff is requesting input from the BOPW on how the City should be addressing the pavement condition on STH 32 (Main Avenue and Reid Street).

ATTACHMENTS:

- Connecting Highway Map (PDF)

DE PERE

Connecting Highways

Ashwaubenon

Allouez

12 n of Randall Ave

Ash St

32

57

32N

32S

32

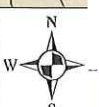
32

Cook St

- Connecting Highway
- Other State Highway
- Other Road
- City or Village
- Adjacent City/Village

WisDOT Bureau of Planning
and Economic Development
PDF created: 01/05/2017

0 0.1 0.2 0.4 0.6 0.8 Miles





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to deny a request regarding Tree Preservation at 307 Grandeur Oaks Ct.

The Board of Public Works at the February 10, 2020 meeting denied a request from Alderperson Hansen regarding Tree Preservation at 307 Grandeur Oaks Ct and moved to send it to the Common Council. The motion passed with a 4-1 vote with Alderperson Hansen voting no.

Alderperson Hansen has requested the BOPW consider tree preservation request for 307 Grandeur Oaks Ct (See attached map).

ATTACHMENTS:

- 307 Grandeur Oaks Ct - Tree Preservation Inquiry (PDF)
- Map 307 Grandeur Oaks Ct (PDF)

Scott Thoresen

From: Scott Thoresen
Sent: Tuesday, January 28, 2020 8:52 AM
To: Jonathon Hansen
Cc: Ryan Jennings; Don Melichar; Eric Rakers; Larry Delo
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Good Morning Jonathon:

Thanks for the email.

I will put this on the February agenda at your request. Feel free to invite anyone you would like to discuss this matter with the BOPW.

Any questions please let me know.

Make it a great day!

Thanks,

Scott J. Thoresen, P.E.

Director of Public Works | [City of De Pere](#)
 925 South Sixth Street | De Pere, WI 54115
 Tel: (920) 339-8095 | Fax: (920) 339-4071

DE PERE



Email: sthoresen@ci.de-pere.wi.us
 Facebook: [City of De Pere Facebook](#)

From: Jonathon Hansen
Sent: Monday, January 27, 2020 9:45 PM
To: Larry Delo; Scott Thoresen
Cc: Ryan Jennings; Don Melichar; Eric Rakers
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hi Larry and Scott,

I have been giving this some thought, and although I understand staff's position that the City should not be responsible for this type of erosion control work, I would like this placed on a BOPW agenda. Please confirm ahead of time the month that it will be discussed, and I will make sure to share that information with Mr. Fred Fullerton so that he can attend the meeting. Perhaps notices could be sent out to other residents in that neighborhood as well.

Thank you,

Ald. Jonathon M. Hansen

De Pere City Council
 District 2 (Southeast De Pere)
 920-425-4265
jhansen@mail.de-pere.org



From: Larry Delo
Sent: Monday, January 13, 2020 3:23 PM
To: Scott Thoresen; Jonathon Hansen
Cc: Ryan Jennings; Don Melichar; Eric Rakers
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hello Everyone:

Jonathon,

We did have some preliminary discussions on this issue at the staff level that included the Mayor and everyone was in agreement that damage from storm water on private property that is not caused by the City's storm water system or that is having some other significant negative impact to the community is the private property owner's issue to resolve. The property owner always has the opportunity to seek appropriate permits and complete whatever erosion control work they deem necessary on their own property.

If you still wish to have the City consider completing this erosion control work on this property, I would recommend placing this on a BOPW agenda to determine if the BOPW wants staff to further pursue this storm water work. Just let me or Scott know if you would like this item on a future BOPW agenda. Thanks.

Larry Delo, ICMA - CM
 City Administrator
 City of De Pere
 920-339-4044
Ldelo@deperewi.gov



From: Scott Thoresen
Sent: Friday, January 10, 2020 9:23 AM
To: Jonathon Hansen
Cc: Larry Delo; Ryan Jennings; Don Melichar; Eric Rakers
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Good Morning Jonathon:

Attachment: 307 Grandeur Oaks Ct - Tree Preservation Inquiry (9241 : Recommendation from the BOPW to deny Ald. Hansen's Request 307

I would agree with Eric that Larry needs to be involved in this discussion. As Eric indicated previously, I am not sure this is really a City issue because if you look at aerials before any development occurred this was already a major drainage swale draining the areas south of this swale. In addition, if we cannot obtain easements from all the property owners along this swale we cannot do any work to fix the issues. Please set up a time to meet through Larry to discuss.

Make it a great weekend!

Thanks,

Scott J. Thoresen, P.E.

Director of Public Works | [City of De Pere](#)
925 South Sixth Street | De Pere, WI 54115
Tel: (920) 339-8095 | Fax: (920) 339-4071



Email: sthoresen@cityofdepere.org
Facebook: [City of De Pere Facebook](#)

From: Eric Rakers
Sent: Thursday, January 9, 2020 6:22 AM
To: Jonathon Hansen; Don Melichar
Cc: Larry Delo; Ryan Jennings; Scott Thoresen
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hi Jonathon,

I will defer to Larry's availability. Larry should be involved as we have discussed responsibility for repair of this swale several times,

Eric

Eric Rakers, P.E.

City Engineer | [City of De Pere](#)
925 S. Sixth Street | De Pere, WI 54115
Tel: (920) 339-4061 | Fax: (920) 339-4071



From: Jonathon Hansen
Sent: Thursday, January 09, 2020 12:35 AM
To: Eric Rakers; Don Melichar
Cc: Larry Delo; Ryan Jennings
Subject: FW: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hi Eric and Don,

Attachment: 307 Grandeur Oaks Ct - Tree Preservation Inquiry (9241 : Recommendation from the BOPW to deny Ald. Hansen's Request 307

I am wondering if we could setup a meeting later this month to further discuss this issue? I am available to meet between 11:00-1:30 on weekdays. I also have off on Monday, January 20 for MLK Day. Please let me know when you might have some availability.

Thanks!

Ald. Jonathon M. Hansen
De Pere City Council
 District 2 (Southeast De Pere)
 920-425-4265
 jhansen@mail.de-pere.org



From: Eric Rakers
Sent: Monday, December 2, 2019 9:21 AM
To: Jonathon Hansen; Don Melichar
Cc: Marty Kosobucki; Scott Thoresen; Larry Delo; Ryan Jennings; Mike Walsh
Subject: RE: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hi Jonathon,

Unfortunately, the fix here is not simply adding gravel. We had looked at this several years ago. This will require the installation of heavy riprap along with some bank grading. We will need access for heavy equipment which will likely have impacts to trees. I am guessing this will likely cost between \$300,000 and \$500,000 for the City to repair the entire swale.

We did fix the swale off of Cornellius Martin Court in 2017. This swale was fixed because all the water was coming from a City storm sewer and we obtained easements from all the property owners. When this swale was fixed, we had discussed adding a new project to address the swale you are referencing. The challenges for this swale are:

- The majority of the storm water in the swale is from agriculture fields to the south and not caused by a City storm sewer. There is one small storm sewer that drains to the swale, but as a percent of the flow, it is very small. With this being private property, what involvement should the City have for something like this? While thinking about this, consider the Fox River. If there is erosion on the Fox River on private property, should the City be involved with this?
- When we made the repair on Cornellius Martin swale, one of the property owners for the swale you reference below contacted the City to say they did not want any work done on the swale behind her property. All property owners along the swale with the erosion will need to grant easements for us to do the project.

Eric

Eric Rakers, P.E.

City Engineer | City of De Pere
 925 S. Sixth Street | De Pere, WI 54115
 Tel: (920) 339-4061 | Fax: (920) 339-4071

Attachment: 307 Grandeur Oaks Ct - Tree Preservation Inquiry (9241 : Recommendation from the BOPW to deny Ald. Hansen's Request 307

DE PERE



From: Jonathon Hansen
Sent: Wednesday, November 27, 2019 12:18 AM
To: Don Melichar; Eric Rakers
Cc: Marty Kosobucki; Scott Thoresen; Larry Delo; Ryan Jennings; Mike Walsh
Subject: 307 Grandeur Oaks Ct - Tree Preservation Inquiry

Hi Don and Eric,

We can discuss this next week when you get back, but just wanted to send this email while it is still fresh in my mind. I received a call tonight from Mr. Fred Fullerton, who lives at 307 Grandeur Oaks Ct. His yard backs up to the conservancy that runs from STH 57 to Old Plank Rd. Over the past 10 years, a number of trees have been lost as a result of water damming up. A few years ago, Don inspected this issue, and City staff agreed that something should be done. The plan was to add some gravel to improve water drainage into the Fox River. Before action was taken, however, a neighbor complained, and the project got shelved because of it. Mr. Fullerton wanted to speak to the neighbor to try to address his concerns, but the neighbor wished to remain anonymous.

He is wondering if we could potentially resurrect this project in order to prevent even more trees from being lost in the future. Like Mr. Fullerton, I really value the forestry in the Old Plank subdivision, so this is a project that I would very much like to see happen if possible.

Thank you!

Ald. Jonathon M. Hansen
De Pere City Council
 District 2 (Southeast De Pere)
 920-425-4265
 jhansen@mail.de-pere.org

DE PERE



Attachment: 307 Grandeur Oaks Ct - Tree Preservation Inquiry (9241 : Recommendation from the BOPW to deny Ald. Hansen's Request 307

<Title>



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.

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

W

Attachment: Map 307 Grandeur Oaks Ct (9241 : Recommendation from the BOPW to deny Ald. Hansen's Request 307 Grandeur Oaks Ct Tree

02/03/2020

Packet Pg. 58



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Supply Sandbags to Residents for Flooding Purposes

The Board of Public Works at the February 10, 2020 meeting approved purchase of two pallets of sandbags to supply to residents during flooding events on a first-come, first-served basis and moved to send it to the Common Council for approval. The motion passed with a 4-1 vote with Alderperson Raasch voting no.

The Brown County Highway Department purchased a sandbag machine. The County is offering to all their municipalities' access to sandbags at a cost of up to \$0.60 per bag (see attached email). The intent of this discussion is to determine if the City wants to offer residents sandbags in the event the City experiences flooding.

ATTACHMENTS:

- Sandbag Machine (PDF)

Scott Thoresen

From: Fontecchio, Paul A. <Paul.Fontecchio@browncountywi.gov>
Sent: Wednesday, August 7, 2019 3:29 PM
To: Allyn Dannhoff; Andy Smits; Cary Dequaine (townofgreenbay@itol.com); Dave Strelcheck; Dennis Cashman (dcashman@TownofRockland.org); Diane Wessel; dmartin@ashwaubenon.com; Ericka Sisel (erika@villageofdenmark.com); Geoff Farr (gfarr@villageofhoward.com); gpotts@villageofbellevue.org; James Osterloh (Jim.osterloh@gmail.com); Jerry Lancelle (jerry@hobart-wi.org); Jerry Wall (billclancy1936@yahoo.com); Joel Van Lannen (pubdept@villageofpulaski.org); Keith Deneys (keith@townofpittsfield.org); Mike VanLanen (clerk@townofscott.com); Patrick Wetzel (PatrickW@townoflawrence.org); Rick Loppnow (glenmorechair@yahoo.com); Scott Thoresen; Sean Gehin; sgeiger@villageofbellevue.org; Stev Dart (dartschair@gmail.com); Steve Grenier (stevengr@greenbaywi.gov); Tom Kempen (v2011@yahoo.com); Travis Coenen (tcoenen@wrightstown.us); William Krueger (michwallerius@gmail.com); William Verbeten (tcmartzahl@centurytel.net)
Cc: 'davidli@greenbaywi.gov'; Delain, Todd J.; Sandberg, Daniel O.; Chris Pirlot; Maki, Lauri O.; Peltier, Cullen S.; Harmann, Lisa M.; Morehouse, Jon J.; Danielski, Paul G.; Green, Harry W.; Piacenti, Michael J.; Sell, Andy L.; Johnson, Larry D.; Cisler, Mike C.; Holda, Doug J.; Streckenbach, Troy J.; Flynt, Jeffrey G.; Gerbers, Gregory A.; Kriese, Matt M.; Mushinski, Michael L.; Haen, Dear R.; Piette, Marty F.; 'Qualls, Nathan'; Younger, Brandy J.; Rezek, Heather R.; Heinzen, Linn F.; Delvaux, Dave J.; Beaupre, Jim W.; Moynihan, Patrick W.; Lund, Thomas J.; Erickson, Bernard J.; Anthes, Scott P.; Anderson, Neil S.; Gulmire, Jan A.; Weininger, Chad J.; Hemery, David P.
Subject: Brown County Sandbag Machine
Attachments: BC Sandbag Machine.JPEG
Importance: High

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.

All –

With the water levels as high as they are, Brown County Public Works has purchased a sandbag filling machine for **County** to have access to.

- The machine will be located at our main highway shop in Howard – Duck Creek @ 2198 Glendale Ave.
- We always have a huge sand pile for our asphalt plant and we have a front end loader back there at all time
- We currently have 30,000 sand bags and we have wood pallets to load the bags onto.

Here is a video of the machine in action: <https://www.youtube.com/watch?v=ubP2kD3ubjk>

If your municipality needs sandbags:

- 1) Call the Brown County on-call Superintendent anytime day or night at **391-4699**.

Attachment: Sandbag Machine (9242 : Recommendation from the BOPOW to Supply Sandbags to Residents for Flooding Purposes)

- 2) Either, request that Brown County staff fills 'x' number of bags for you or that you will send people to fill them yourselves (the machine is best run with three (3) on the assembly line). Brown County will provide the front end loader operator (and the extra manpower if requested).
- 3) If absolutely needed, the machine, sand, bags, etc. can be delivered to a site, but we will be mainly set up 2198 Glendale Ave. for simplicity.
- 4) **Costs to you.** The cost for 1 full sandbag is \$0.43 per bag – this covers the cost of the bag, sand, wood pallets, one (1) loader operator and the loader equipment costs all rolled into one. So you are simply charged \$0.43 per bag. If you need the three (3) additional Brown County highway crew members to operate the machine, the rate goes up to \$0.60 per bag. These prices are at cost – there is no markup in them. These prices also assume you are delivering the bags to the site (this also can be done by Brown County on a time and material basis). The costs will be updated each year based on our actual costs for materials, etc.
- 5) **If a landowner in your municipality needs sandbags, Brown County will sell them to the municipality and the municipality can decide how to serve their citizens (we are serving you as a municipal entity). So to be clear, private citizen requests for sandbags need to flow through the municipality.**

I hope in the months to come and next spring that none of us needs this machine, but we needed it in March this year and didn't have it. Now we do.

Please pass on to your staff as appropriate.

If you have any questions, please call me anytime.



(Logo on the machine)

Thanks,

Paul Fontecchio, P.E.

Public Works Director / Highway Commissioner

Brown County

Office: (920) 662-2170

Mobile: (920) 334-2198

Paul.Fontecchio@browncountywi.gov

www.co.brown.wi.us



Attachment: Sandbag Machine (9242 : Recommendation from the BOPOW to Supply Sandbags to Residents for Flooding Purposes)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to not construct sidewalk on Lost Dauphin Road from the subdivision south of Red Maple Road to the existing sidewalk at Terry Lane

The Board of Public Works at the February 10, 2020 meeting discussed constructing sidewalk on Lost Dauphin Road from the subdivision south of Red Maple Road to the existing sidewalk at Terry Lane. No motion was made but the board concurred with Staff's recommendation to not install sidewalk due to the cost, construction issues identified in the memo, and upcoming Southern Bridge project.

ATTACHMENTS:

- 2020 0210 CI_BOPW-Lost Dauphin Sidewalk (PDF)
- Lost Dauphin Sidewalk Layout (PDF)
- Future Southbridge-11X17 (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2020

RE: **Consideration and Possible Action on Constructing Lost Dauphin Sidewalk**

Alderperson Nelson requested staff to review the possible installation of sidewalk along Lost Dauphin Road, from the subdivision south of Red Maple Road to the existing sidewalk at Terry Lane. Staff completed a preliminary layout to determine potential costs and impacts for the project.

Background Information

Red Maple Road from Red Tail Glen to Lost Dauphin Road and Lost Dauphin Road from Hopf Lane to 400 feet south of Terry Lane are rural section roadways (ditches without curb and gutter). These areas do not currently have sidewalks. The subdivision to the south and existing development to the north have sidewalks. Red Maple Road is the primary route for pedestrians from Red Tail Glen to the north, and Lost Dauphin is the primary route for pedestrians from Hopf Lane to the north. Red Maple Road and this section of Lost Dauphin Road are collector streets, meaning there are higher traffic volumes.

Discussion

A preliminary survey was completed and a concept created (see attached). The estimated cost for the sidewalk is \$500,000. The challenge along this corridor is that these are rural streets which will be reconstructed in the future. Several issues identified in the design include:

- There is a large culvert under Lost Dauphin Road with beam guard. In order to fit the sidewalk within the current culvert limits, a retaining wall will be required.
- There is a large culvert under Red Maple Road. A seven foot sidewalk will need to be constructed immediately adjacent to the road to fit within the culvert limits.
- Culverts and inlets will be required along the sidewalk section due to the rural road.
- The sidewalk in several areas is located along farm field which may present maintenance challenges.

The City has added sidewalks to several streets over the last few years that did not have sidewalk. These included Lawrence Drive, south of Scheuring Road in 2015 and the ongoing Lawrence Drive project from Scheuring Road to Main Avenue. Lawrence Drive is also a collector street. Lawrence Drive is an urban section street with curb and gutter.

The sidewalk project area is part of the Southern Bridge corridor. The Southern Bridge project has gained traction over the last year. The Brown County Highway Department prepared a conceptual layout at Red Maple Road and Lost Dauphin Road which is attached. There are significant changes in the

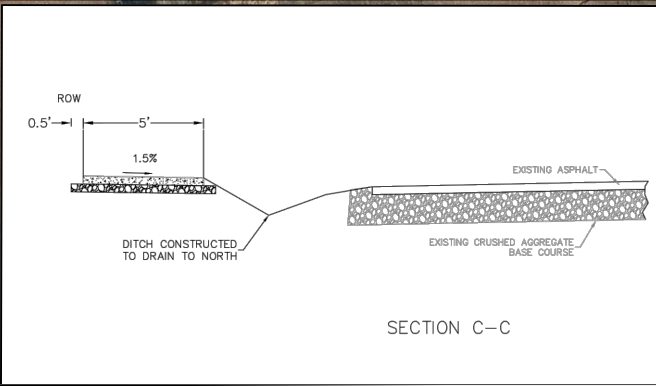
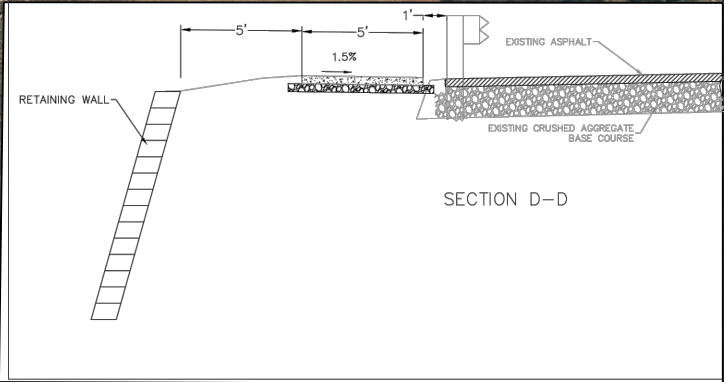
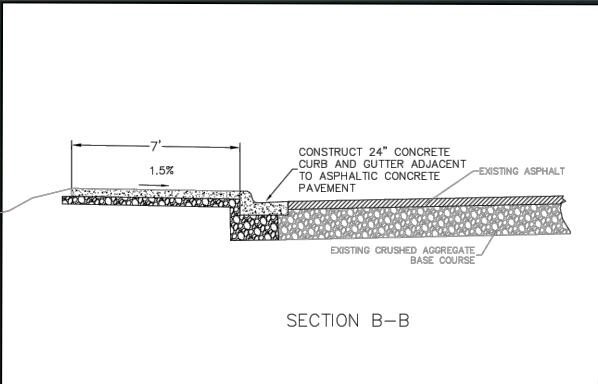
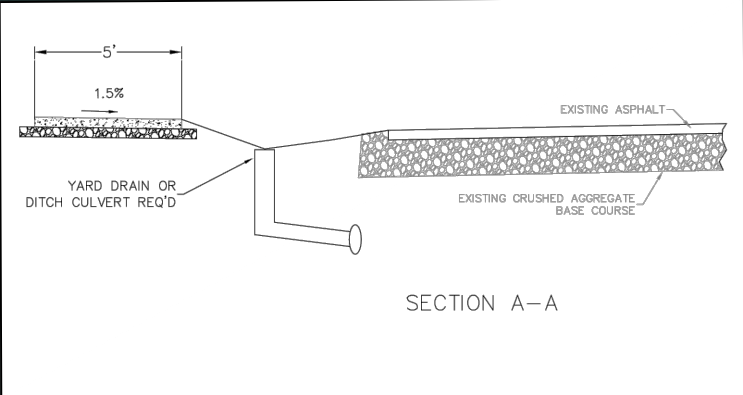
alignments for Red Maple Road and Lost Dauphin Road which will result in the sidewalk being completely relocated/reconstructed.

Finally, the City is rehabilitating Red Maple this year and adding bike lanes.

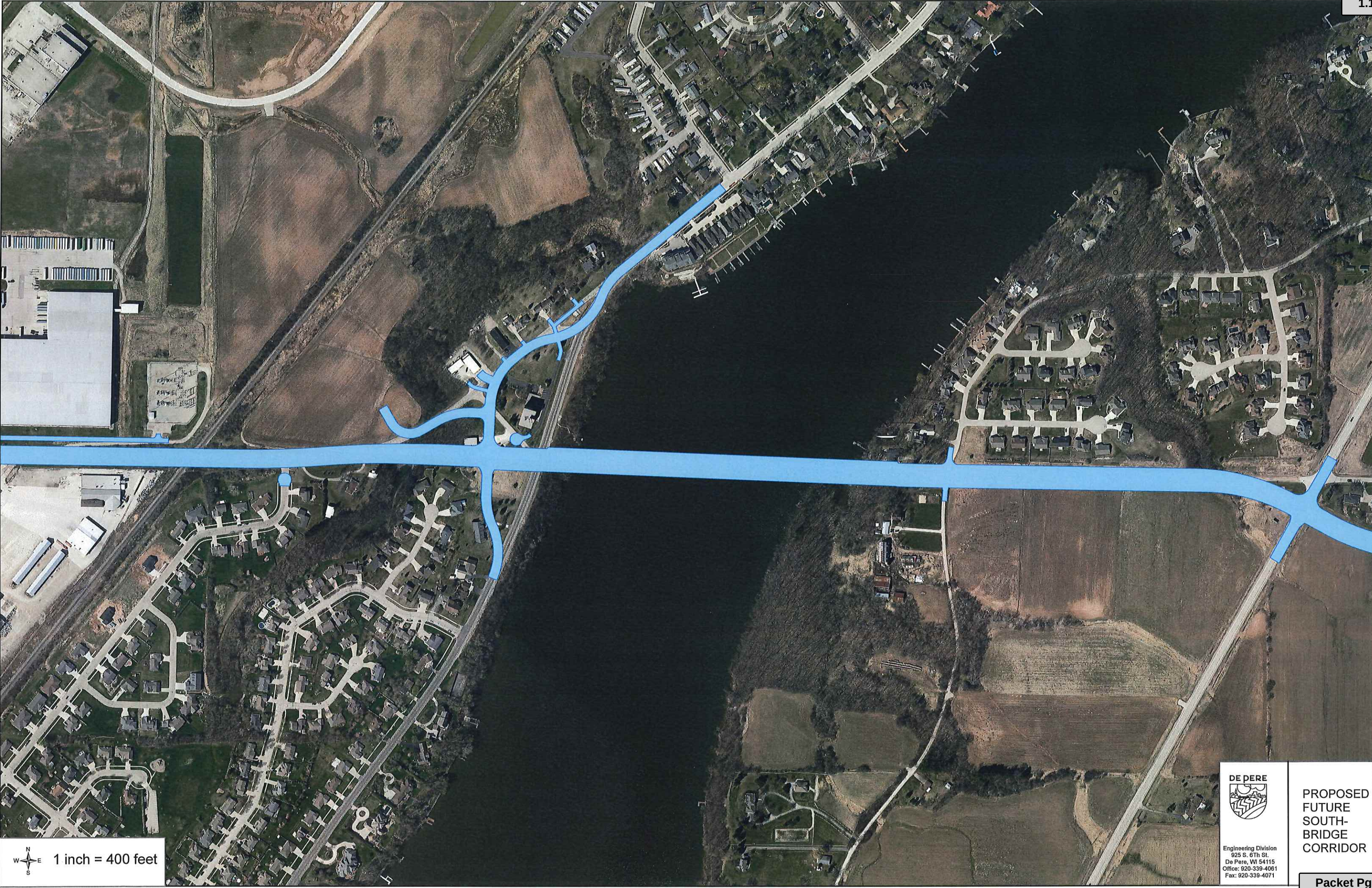
Recommendation

Staff does not recommend the installation of sidewalk due to the cost, construction issues identified above, and upcoming Southern Bridge project. Additionally, bike lanes are being added to Red Maple Road this year.

If the Board would like to pursue the project, staff will create a preliminary timeline and bring back to the Board and Council for additional action.



	LOST DAUPHIN SIDEWALK INSTALLATION	
	ENGINEERING DIVISION 925 S. SIXTH ST DE PERE, WI 54115	
	DATE: 7-31-19	BY: BK
	OFFICE 920-339-4061 FAX 920-339-4071	CHECKED: EPR
Packet Pg. 66		



N
W E S
1 inch = 400 feet



DE PERE
Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

PROPOSED
FUTURE
SOUTH-
BRIDGE
CORRIDOR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve award of Contract 20-01A West Sewer and Water Relay and Street Resurfacing to Superior Sewer and Water, Inc. in the amount of \$1,836,027.00

The Board of Public Works at the February 10, 2020 meeting approved awarding Contract 20-01A West Sewer and Water Relay and Street Resurfacing to Superior Sewer and Water, Inc. in the amount of \$1,836,027.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-01A(PDF)
- 2020 0130 Project 20-01A Bid Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-01A West Sewer and Water Relay and Street Resurfacing***

The Engineering Department received bids on Project 20-01A West Sewer and Water Relay and Street Resurfacing on January 30, 2020. This project involves the relaying of water main at various locations around the City due to the deteriorated condition of the utility. Additionally, the streets will be milled and resurfaced. Portions of the proposed work are to be completed as part of new developments around the City's west side including:

- Southbridge Condominiums at 1881 Southbridge Road
- UHG Office Building at 2020 Innovation Court
- West De Pere High School Building Addition at 665 Grant Street
- Krist Convenience Store at 1218 Grant Street

The Bids received are as follows:

Contractor	Amount
Superior Sewer and Water, Inc.	\$1,836,027.00
Jossart Brothers, Inc.	\$1,914,196.00
Feaker & Sons Co., Inc.	\$1,936,897.26
Dorner, Inc.	\$1,990,052.00
Kruczek Construction, Inc.	\$2,140,140.40
De Groot, Inc.	\$2,168,529.76
Advance Construction, Inc.	\$2,347,724.00
PTS Contractors, Inc.	\$2,366,515.00

The allocated amount from the capital improvement budget is \$1,942,000. Funding will be \$283,000 from taxes, \$242,500 from the sewage revenue fund, \$505,000 from the water utility fund, \$154,000 from the storm water utility fund and \$96,000 from TID 15. Additional funding will come from new developments as follows:

- Southbridge Condominiums: \$110,000
- West De Pere High School Building Addition: \$480,000
- Krist Convenience Store: \$66,000
- AT&T Storm Sewer Repair \$5,500

Staff's recommendation is to accept the bid from Superior Sewer and Water, Inc. in the amount of \$1,836,027.00.

Attachments:

2020 0130 Project 20-01A Bid Tab (PDF)



PROJECT 20-01A SEWER & WATER RELAY & STREET RESURFACING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Superior Sewer and Water, Inc.		Jossart Brothers, Inc.		Feaker & Sons Co., Inc.		Dorner, Inc.		Kruczek Construction, Inc.		De Groot, Inc.		Advance Construction, Inc.		PTS Contractors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER																			
SS-01	Provide 8" PVC Sanitary Sewer (Granular Backfill)	LF	720	\$ 99.00	\$ 71,280.00	\$ 108.00	\$ 77,760.00	\$ 88.00	\$ 63,360.00	\$ 100.00	\$ 72,000.00	\$ 106.00	\$ 76,320.00	\$ 115.71	\$ 83,311.20	\$ 156.00	\$ 112,320.00	\$ 134.00	\$ 96,480.00
SS-02	Provide 8" PVC Sanitary Sewer (Natural Backfill)	LF	100	\$ 62.00	\$ 6,200.00	\$ 55.00	\$ 5,500.00	\$ 50.00	\$ 5,000.00	\$ 65.00	\$ 6,500.00	\$ 70.00	\$ 7,000.00	\$ 61.26	\$ 6,126.00	\$ 110.00	\$ 11,000.00	\$ 76.00	\$ 7,600.00
SS-03	Remove and Relay 8" PVC Sanitary Lateral (Natural Backfill)	LF	100	\$ 64.00	\$ 6,400.00	\$ 85.00	\$ 8,500.00	\$ 55.00	\$ 5,500.00	\$ 75.00	\$ 7,500.00	\$ 85.00	\$ 8,500.00	\$ 92.87	\$ 9,287.00	\$ 150.00	\$ 15,000.00	\$ 95.00	\$ 9,500.00
SS-04	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	1,550	\$ 88.00	\$ 136,400.00	\$ 90.00	\$ 139,500.00	\$ 82.00	\$ 127,100.00	\$ 85.00	\$ 131,750.00	\$ 113.00	\$ 175,150.00	\$ 159.71	\$ 247,550.50	\$ 137.00	\$ 212,350.00	\$ 115.00	\$ 178,250.00
SS-05	Provide 4" PVC Sanitary Sewer Lateral	LF	40	\$ 80.00	\$ 3,200.00	\$ 90.00	\$ 3,600.00	\$ 80.00	\$ 3,200.00	\$ 100.00	\$ 4,000.00	\$ 90.00	\$ 3,600.00	\$ 76.28	\$ 3,051.20	\$ 132.00	\$ 5,280.00	\$ 182.00	\$ 7,280.00
SS-06	Provide 8" x 6" Sanitary Wye	EA	2	\$ 53.00	\$ 106.00	\$ 150.00	\$ 300.00	\$ 525.00	\$ 1,050.00	\$ 200.00	\$ 400.00	\$ 175.00	\$ 350.00	\$ 858.50	\$ 1,717.00	\$ 85.00	\$ 170.00	\$ 192.00	\$ 384.00
SS-07	Provide 8" x 4" Sanitary Wye	EA	12	\$ 44.00	\$ 528.00	\$ 125.00	\$ 1,500.00	\$ 115.00	\$ 1,380.00	\$ 187.00	\$ 2,244.00	\$ 175.00	\$ 2,100.00	\$ 821.64	\$ 9,859.68	\$ 70.00	\$ 840.00	\$ 180.00	\$ 2,160.00
SS-08	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	45	\$ 200.00	\$ 9,000.00	\$ 250.00	\$ 11,250.00	\$ 850.00	\$ 38,250.00	\$ 915.00	\$ 41,175.00	\$ 850.00	\$ 38,250.00	\$ 1,856.38	\$ 83,537.10	\$ 1,000.00	\$ 45,000.00	\$ 768.00	\$ 34,560.00
SS-09	Provide 4' Diameter Sanitary Sewer Manhole	VF	80	\$ 328.00	\$ 26,240.00	\$ 270.00	\$ 21,600.00	\$ 260.00	\$ 20,800.00	\$ 306.00	\$ 24,480.00	\$ 270.00	\$ 21,600.00	\$ 365.09	\$ 29,207.20	\$ 330.00	\$ 26,400.00	\$ 305.00	\$ 24,400.00
SS-10	Construct Outside Drop	LS	1	\$ 6,825.00	\$ 6,825.00	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 1,484.00	\$ 1,484.00	\$ 3,350.00	\$ 3,350.00	\$ 3,535.00	\$ 3,535.00	\$ 10,000.00	\$ 10,000.00	\$ 7,615.00	\$ 7,615.00
SS-11	Core Drill Sanitary Manhole	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 357.00	\$ 714.00	\$ 485.00	\$ 970.00	\$ 2,525.00	\$ 5,050.00	\$ 2,700.00	\$ 5,400.00	\$ 2,500.00	\$ 5,000.00
SS-12	Connect to Existing Sanitary Sewer Pipe	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,550.00	\$ 7,750.00	\$ 807.00	\$ 4,035.00	\$ 425.00	\$ 2,125.00	\$ 2,525.00	\$ 12,625.00	\$ 1,000.00	\$ 5,000.00	\$ 1,850.00	\$ 9,250.00
SS-13	Sanitary Sewer Dig Down and Repair Offset Joint-5'	EA	1	\$ 3,400.00	\$ 3,400.00	\$ 5,000.00	\$ 5,000.00	\$ 4,220.00	\$ 4,220.00	\$ 4,280.00	\$ 4,280.00	\$ 3,225.00	\$ 3,225.00	\$ 5,908.50	\$ 5,908.50	\$ 17,000.00	\$ 17,000.00	\$ 4,350.00	\$ 4,350.00
SS-14	Sanitary Sewer Dig Down and Repair Lateral (Leonard & Lost Dauphin)	EA	2	\$ 4,200.00	\$ 8,400.00	\$ 9,000.00	\$ 18,000.00	\$ 6,000.00	\$ 12,000.00	\$ 7,716.00	\$ 15,432.00	\$ 5,300.00	\$ 10,600.00	\$ 8,585.00	\$ 17,170.00	\$ 15,000.00	\$ 30,000.00	\$ 13,175.00	\$ 26,350.00
SS-15	Plug Existing Sanitary Lateral (Reid Street)	EA	2	\$ 260.00	\$ 520.00	\$ 300.00	\$ 600.00	\$ 150.00	\$ 300.00	\$ 243.00	\$ 486.00	\$ 900.00	\$ 1,800.00	\$ 4,040.00	\$ 8,080.00	\$ 600.00	\$ 1,200.00	\$ 3,300.00	\$ 6,600.00
SS-16	Dig Down and Verify Active Sanitary Lateral	EA	2	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 860.00	\$ 1,720.00	\$ 1,248.00	\$ 2,496.00	\$ 900.00	\$ 1,800.00	\$ 4,040.00	\$ 8,080.00	\$ 850.00	\$ 1,700.00	\$ 1,870.00	\$ 3,740.00
STORM SEWER																			
ST-01	Provide 60" RCP Class IV Storm Sewer Granular Backfill	LF	750	\$ 361.00	\$ 270,750.00	\$ 320.00	\$ 240,000.00	\$ 325.00	\$ 243,750.00	\$ 400.00	\$ 300,000.00	\$ 415.00	\$ 311,250.00	\$ 322.05	\$ 241,537.50	\$ 300.00	\$ 225,000.00	\$ 444.00	\$ 333,000.00
ST-02	Provide 60" RCP Class IV Storm Sewer Natural Backfill	LF	350	\$ 249.00	\$ 87,150.00	\$ 180.00	\$ 63,000.00	\$ 205.00	\$ 71,750.00	\$ 275.00	\$ 96,250.00	\$ 300.00	\$ 105,000.00	\$ 167.29	\$ 58,551.50	\$ 200.00	\$ 70,000.00	\$ 322.00	\$ 112,700.00
ST-03	Provide 12" PVC Storm Sewer or RCP Class III Storm Sewer	LF	110	\$ 68.00	\$ 7,480.00	\$ 65.00	\$ 7,150.00	\$ 64.00	\$ 7,040.00	\$ 55.00	\$ 6,050.00	\$ 83.00	\$ 9,130.00	\$ 68.61	\$ 7,547.10	\$ 90.00	\$ 9,900.00	\$ 121.00	\$ 13,310.00
ST-04	Remove and Relay 12" PVC or RCP Class III Storm Sewer	LF	100	\$ 68.00	\$ 6,800.00	\$ 65.00	\$ 6,500.00	\$ 69.00	\$ 6,900.00	\$ 57.00	\$ 5,700.00	\$ 80.00	\$ 8,000.00	\$ 68.68	\$ 6,868.00	\$ 100.00	\$ 10,000.00	\$ 105.00	\$ 10,500.00
ST-05	Provide 8" PVC Storm Sewer	LF	800	\$ 55.00	\$ 44,000.00	\$ 59.00	\$ 47,200.00	\$ 55.00	\$ 44,000.00	\$ 50.00	\$ 40,000.00	\$ 57.00	\$ 45,600.00	\$ 50.60	\$ 40,480.00	\$ 70.00	\$ 56,000.00	\$ 76.00	\$ 60,800.00
ST-06	Provide 6" PVC Storm Sewer	LF	600	\$ 50.00	\$ 30,000.00	\$ 53.00	\$ 31,800.00	\$ 52.00	\$ 31,200.00	\$ 50.00	\$ 30,000.00	\$ 48.00	\$ 28,800.00	\$ 50.43	\$ 30,258.00	\$ 70.00	\$ 42,000.00	\$ 67.00	\$ 40,200.00
ST-07	Provide 8" x 6" Storm Branch or Inserta Tee	EA	20	\$ 70.00	\$ 1,400.00	\$ 100.00	\$ 2,000.00	\$ 250.00	\$ 5,000.00	\$ 177.00	\$ 3,540.00	\$ 300.00	\$ 6,000.00	\$ 455.51	\$ 9,110.20	\$ 100.00	\$ 2,000.00	\$ 134.00	\$ 2,680.00
ST-08	Provide 10' Diameter Storm Manhole or Variable Tee Manhole	VF	20	\$ 905.00	\$ 18,100.00	\$ 1,015.00	\$ 20,300.00	\$ 575.00	\$ 11,500.00	\$ 677.00	\$ 13,540.00	\$ 600.00	\$ 12,000.00	\$ 549.49	\$ 10,989.80	\$ 880.00	\$ 17,600.00	\$ 965.00	\$ 19,300.00
ST-09	Provide 9' Diameter Storm Manhole or Variable Tee Manhole	VF	20	\$ 900.00	\$ 18,000.00	\$ 1,015.00	\$ 20,300.00	\$ 575.00	\$ 11,500.00	\$ 954.00	\$ 19,080.00	\$ 575.00	\$ 11,500.00	\$ 538.72	\$ 10,774.40	\$ 860.00	\$ 17,200.00	\$ 1,440.00	\$ 28,800.00
ST-10	Provide 8' Diameter Storm Manhole or Variable Tee Manhole	VF	25	\$ 772.00	\$ 19,300.00	\$ 400.00	\$ 10,000.00	\$ 450.00	\$ 11,250.00	\$ 422.00	\$ 10,550.00	\$ 415.00	\$ 10,375.00	\$ 388.95	\$ 9,723.75	\$ 800.00	\$ 20,000.00	\$ 730.00	\$ 18,250.00
ST-11	Provide 7' Diameter Storm Manhole or Variable Tee Manhole	VF	20	\$ 772.00	\$ 15,440.00	\$ 425.00	\$ 8,500.00	\$ 400.00	\$ 8,000.00	\$ 428.00	\$ 8,560.00	\$ 385.00	\$ 7,700.00	\$ 431.11	\$ 8,622.20	\$ 750.00	\$ 15,000.00	\$ 1,015.00	\$ 20,300.00
ST-12	Provide 4' Diameter Storm Manhole	VF	10	\$ 450.00	\$ 4,500.00	\$ 550.00	\$ 5,500.00	\$ 550.00	\$ 5,500.00	\$ 424.00	\$ 4,240.00	\$ 515.00	\$ 5,150.00	\$ 676.64	\$ 6,766.40	\$ 440.00	\$ 4,400.00	\$ 500.00	\$ 5,000.00
ST-13	Remove and Replace 4' Diameter Storm Manhole	VF	5	\$ 450.00	\$ 2,250.00	\$ 580.00	\$ 2,900.00	\$ 625.00	\$ 3,125.00	\$ 526.00	\$ 2,630.00	\$ 515.00	\$ 2,575.00	\$ 720.36	\$ 3,601.80	\$ 440.00	\$ 2,200.00	\$ 615.00	\$ 3,075.00
ST-14	Remove and Replace Type B Inlet	EA	3	\$ 1,800.00	\$ 5,400.00	\$ 2,200.00	\$ 6,600.00	\$ 2,500.00	\$ 7,500.00	\$ 2,000.00	\$ 6,000.00	\$ 2,400.00	\$ 7,200.00	\$ 2,125.21	\$ 6,375.63	\$ 3,000.00	\$ 9,000.00	\$ 2,540.00	\$ 7,620.00
ST-15	Core Drill Manhole	EA	1	\$ 200.00	\$ 200.00	\$ 2,000.00	\$ 2,000.00	\$ <											



PROJECT 20-01A SEWER & WATER RELAY & STREET RESURFACING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Superior Sewer and Water, Inc.		Jossart Brothers, Inc.		Feaker & Sons Co., Inc.		Dorner, Inc.		Kruczek Construction, Inc.		De Groot, Inc.		Advance Construction, Inc.		PTS Contractors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
W-21	Provide Hydrant 7.5' Bury	EA	3	\$ 4,200.00	\$ 12,600.00	\$ 4,150.00	\$ 12,450.00	\$ 4,300.00	\$ 12,900.00	\$ 4,302.00	\$ 12,906.00	\$ 4,600.00	\$ 13,800.00	\$ 4,476.32	\$ 13,428.96	\$ 4,500.00	\$ 13,500.00	\$ 4,050.00	\$ 12,150.00
W-22	Provide Water Main Offset	EA	1	\$ 6,750.00	\$ 6,750.00	\$ 2,000.00	\$ 2,000.00	\$ 3,600.00	\$ 3,600.00	\$ 4,261.00	\$ 4,261.00	\$ 3,500.00	\$ 3,500.00	\$ 4,747.00	\$ 4,747.00	\$ 4,200.00	\$ 4,200.00	\$ 6,930.00	\$ 6,930.00
W-23	Provide 1/2 Water Main Offset	EA	1	\$ 6,300.00	\$ 6,300.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,387.00	\$ 2,387.00	\$ 2,300.00	\$ 2,300.00	\$ 3,737.00	\$ 3,737.00	\$ 3,300.00	\$ 3,300.00	\$ 3,700.00	\$ 3,700.00
W-24	Abandon/Remove Water Main and Appurtenances	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 24,300.00	\$ 24,300.00	\$ 12,405.00	\$ 12,405.00	\$ 31,000.00	\$ 31,000.00	\$ 20,200.00	\$ 20,200.00	\$ 7,500.00	\$ 7,500.00	\$ 12,500.00	\$ 12,500.00
STREET AND DRAINAGE																			
SD-01	Provide Clearing and Grubbing (Ash Street)	LS	1	\$ 2,600.00	\$ 2,600.00	\$ 6,300.00	\$ 6,300.00	\$ 6,180.00	\$ 6,180.00	\$ 6,120.00	\$ 6,120.00	\$ 6,000.00	\$ 6,000.00	\$ 6,565.00	\$ 6,565.00	\$ 7,500.00	\$ 7,500.00	\$ 5,800.00	\$ 5,800.00
SD-02	Unclassified Excavation	CY	100	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 50.00	\$ 5,000.00	\$ 16.00	\$ 1,600.00	\$ 35.00	\$ 3,500.00	\$ 25.25	\$ 2,525.00	\$ 18.30	\$ 1,830.00	\$ 32.00	\$ 3,200.00
SD-03	Remove Asphaltic Concrete Pavement	SY	85	\$ 16.00	\$ 1,360.00	\$ 5.00	\$ 425.00	\$ 2.00	\$ 170.00	\$ 4.00	\$ 340.00	\$ 6.00	\$ 510.00	\$ 10.10	\$ 858.50	\$ 16.10	\$ 1,368.50	\$ 8.00	\$ 680.00
SD-04	Remove or Black Out Existing Paint Striping	LS	1	\$ 480.00	\$ 480.00	\$ 500.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 459.00	\$ 459.00	\$ 362.90	\$ 362.90	\$ 3,535.00	\$ 3,535.00	\$ 450.00	\$ 450.00	\$ 460.00	\$ 460.00
SD-05	Mill Asphaltic Concrete Pavement	SY	7,400	\$ 3.20	\$ 23,680.00	\$ 3.25	\$ 24,050.00	\$ 3.20	\$ 23,680.00	\$ 3.00	\$ 22,200.00	\$ 3.00	\$ 22,200.00	\$ 3.29	\$ 24,346.00	\$ 3.10	\$ 22,940.00	\$ 3.20	\$ 23,680.00
SD-06	Pulverize Asphaltic Concrete Pavement and Aggregate	SY	5,000	\$ 0.70	\$ 3,500.00	\$ 0.67	\$ 3,350.00	\$ 0.70	\$ 3,500.00	\$ 0.90	\$ 4,500.00	\$ 0.70	\$ 3,500.00	\$ 0.68	\$ 3,400.00	\$ 0.64	\$ 3,200.00	\$ 0.66	\$ 3,300.00
SD-07	Salvage and Reuse Asphaltic Concrete Pavement and Aggregate	CY	175	\$ 18.00	\$ 3,150.00	\$ 8.00	\$ 1,400.00	\$ 5.25	\$ 918.75	\$ 5.00	\$ 875.00	\$ 11.50	\$ 2,012.50	\$ 20.20	\$ 3,535.00	\$ 5.50	\$ 962.50	\$ 23.00	\$ 4,025.00
SD-08	Provide 1 1/4" Crushed Aggregate Base Course	TON	60	\$ 16.00	\$ 960.00	\$ 17.00	\$ 1,020.00	\$ 16.60	\$ 996.00	\$ 15.00	\$ 900.00	\$ 17.00	\$ 1,020.00	\$ 21.21	\$ 1,272.60	\$ 15.00	\$ 900.00	\$ 17.00	\$ 1,020.00
SD-09	Provide 3/4" Crushed Aggregate Base Course (Shouldering Type C-4)	SY	20	\$ 16.00	\$ 320.00	\$ 16.00	\$ 320.00	\$ 15.50	\$ 310.00	\$ 9.00	\$ 180.00	\$ 15.00	\$ 300.00	\$ 20.20	\$ 404.00	\$ 15.00	\$ 300.00	\$ 16.00	\$ 320.00
SD-10	Provide Medium Rip rap w/ Geotextile Fabric, Type HR	SY	50	\$ 40.00	\$ 2,000.00	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 83.00	\$ 4,150.00	\$ 55.00	\$ 2,750.00	\$ 75.75	\$ 3,787.50	\$ 75.00	\$ 3,750.00	\$ 68.00	\$ 3,400.00
SD-11	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2" Upper Layer	TON	1,400	\$ 67.00	\$ 93,800.00	\$ 68.85	\$ 96,390.00	\$ 67.50	\$ 94,500.00	\$ 67.00	\$ 93,800.00	\$ 67.00	\$ 93,800.00	\$ 69.99	\$ 97,986.00	\$ 65.55	\$ 91,770.00	\$ 67.50	\$ 94,500.00
SD-12	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	1,100	\$ 77.00	\$ 84,700.00	\$ 71.70	\$ 78,870.00	\$ 70.30	\$ 77,330.00	\$ 70.00	\$ 77,000.00	\$ 70.00	\$ 77,000.00	\$ 73.17	\$ 80,487.00	\$ 68.25	\$ 75,075.00	\$ 70.00	\$ 77,000.00
SD-13	Provide Asphaltic Concrete Patch (4")	SY	60	\$ 70.00	\$ 4,200.00	\$ 70.00	\$ 4,200.00	\$ 67.50	\$ 4,050.00	\$ 67.00	\$ 4,020.00	\$ 68.00	\$ 4,080.00	\$ 69.99	\$ 4,199.40	\$ 65.50	\$ 3,930.00	\$ 68.00	\$ 4,080.00
SD-14	Remove and Replace 24" Concrete Curb and Gutter	LF	1,650	\$ 50.00	\$ 82,500.00	\$ 42.00	\$ 69,300.00	\$ 48.10	\$ 79,365.00	\$ 43.00	\$ 70,950.00	\$ 40.00	\$ 66,000.00	\$ 50.40	\$ 83,160.00	\$ 45.00	\$ 74,250.00	\$ 44.00	\$ 72,600.00
SD-15	Remove and Replace 24" Concrete Curb and Gutter Integral (Lawrence Dr)	LF	10	\$ 50.00	\$ 500.00	\$ 110.00	\$ 1,100.00	\$ 52.00	\$ 520.00	\$ 107.00	\$ 1,070.00	\$ 110.00	\$ 1,100.00	\$ 111.10	\$ 1,111.00	\$ 110.00	\$ 1,100.00	\$ 114.00	\$ 1,140.00
SD-16	Remove and Replace 9" Concrete Pavement with Integral Curb (Lawrence Dr)	SY	10	\$ 100.00	\$ 1,000.00	\$ 150.00	\$ 1,500.00	\$ 105.00	\$ 1,050.00	\$ 135.00	\$ 1,350.00	\$ 130.00	\$ 1,300.00	\$ 162.61	\$ 1,626.10	\$ 130.00	\$ 1,300.00	\$ 146.00	\$ 1,460.00
SD-17	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	100	\$ 95.00	\$ 9,500.00	\$ 80.00	\$ 8,000.00	\$ 93.00	\$ 9,300.00	\$ 82.00	\$ 8,200.00	\$ 75.00	\$ 7,500.00	\$ 101.61	\$ 10,161.00	\$ 80.00	\$ 8,000.00	\$ 80.00	\$ 8,000.00
SD-18	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	250	\$ 90.00	\$ 22,500.00	\$ 70.00	\$ 17,500.00	\$ 88.00	\$ 22,000.00	\$ 73.00	\$ 18,250.00	\$ 67.00	\$ 16,750.00	\$ 92.06	\$ 23,015.00	\$ 70.00	\$ 17,500.00	\$ 69.00	\$ 17,250.00
SD-19	Remove and Replace 4" Concrete Sidewalk	SY	500	\$ 85.00	\$ 42,500.00	\$ 60.00	\$ 30,000.00	\$ 84.00	\$ 42,000.00	\$ 63.00	\$ 31,500.00	\$ 57.00	\$ 28,500.00	\$ 82.52	\$ 41,260.00	\$ 60.00	\$ 30,000.00	\$ 60.00	\$ 30,000.00
SD-20	Provide Concrete Flume	EA	2	\$ 1,021.00	\$ 2,042.00	\$ 550.00	\$ 1,100.00	\$ 1,030.00	\$ 2,060.00	\$ 510.00	\$ 1,020.00	\$ 500.00	\$ 1,000.00	\$ 530.25	\$ 1,060.50	\$ 600.00	\$ 1,200.00	\$ 515.00	\$ 1,030.00
SD-21	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	3,350	\$ 1.50	\$ 5,025.00	\$ 2.10	\$ 7,035.00	\$ 1.05	\$ 3,517.50	\$ 2.00	\$ 6,700.00	\$ 2.00	\$ 6,700.00	\$ 2.12	\$ 7,102.00	\$ 2.00	\$ 6,700.00	\$ 2.00	\$ 6,700.00
SD-22	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	500	\$ 8.60	\$ 4,300.00	\$ 9.00	\$ 4,500.00	\$ 8.25	\$ 4,125.00	\$ 8.00	\$ 4,000.00	\$ 8.00	\$ 4,000.00	\$ 8.48	\$ 4,240.00	\$ 8.00	\$ 4,000.00	\$ 8.30	\$ 4,150.00
SD-23	Provide Detectable Warning Field (Natural)	EA	1	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 310.00	\$ 310.00	\$ 326.00	\$ 326.00	\$ 325.00	\$ 325.00	\$ 339.36	\$ 339.36	\$ 320.00	\$ 320.00	\$ 330.00	\$ 330.00
SD-24	Pavement Marking Epoxy 4" White	LF	300	\$ 8.60	\$ 2,580.00	\$ 9.00	\$ 2,700.00	\$ 8.75	\$ 2,625.00	\$ 9.00	\$ 2,700.00	\$ 8.85	\$ 2,655.00	\$ 22.01	\$ 6,603.00	\$ 8.50	\$ 2,550.00	\$ 9.00	\$ 2,700.00
SD-25	Pavement Marking (Handicap Symbol White) Epoxy	EA	2	\$ 265.00	\$ 530.00	\$ 300.00	\$ 600.00	\$ 260.00	\$ 520.00	\$ 255.00	\$ 510.00	\$ 250.00	\$ 500.00	\$ 185.59	\$ 371.18	\$ 250.00	\$ 500.00	\$ 258.00	\$ 516.00
SD-26	Landscaping Topsoil, Seed, Fertilizer, and Mulch	SY	1,100	\$ 6.55	\$ 7,205.00	\$ 8.00	\$ 8,800.00	\$ 7.20	\$ 7,920.00	\$ 10.50	\$ 11,550.00	\$ 9.00	\$ 9,900.00	\$ 7.07	\$ 7,777.00	\$ 7.00	\$ 7,700.00	\$ 11.00	\$ 12,100.00
SD-27	Landscaping Topsoil, Seed, Fertilizer, and Erosion Mat	SY	2,000	\$ 6.75	\$ 13,500.00	\$ 10.00	\$ 20,000.00	\$ 8.75	\$ 17,500.00	\$ 12.00	\$ 24,000.00	\$ 10.00	\$ 20,000.00	\$ 8.08	\$ 16,160.00	\$ 8.40	\$ 16,800.00	\$ 12.60	\$ 25,200.00
SD-28	Site Access Restoration-Regrade Topsoil, Seed, Fertilizer and Mulch	SY	1,300	\$ 6.00	\$ 7,800.00	\$ 8.00	\$ 10,400.00	\$ 4.65	\$ 6,045.00	\$ 4.00	\$ 5,200.00	\$ 4.00	\$ 5,200.00	\$ 6.06	\$ 7,878.00	\$ 4.50	\$ 5,850.00	\$ 4.00	\$ 5,200.00
SPECIAL CONSTRUCTION																			
SC-01	Pipe Foundation Stabilization	CY	100	\$ 0.01	\$ 1.00	\$ 15.00	\$ 1,500.00	\$ 23.00	\$ 2,300.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 25.25	\$ 2,525.00	\$ 22.00	\$ 2,200.00	\$ 22.00	\$ 2,200.00
SC-02	Erosion Bale Ditch Check (Southbridge Condos)	EA	3	\$ 180.00	\$ 540.00	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00	\$ 306.00	\$ 918.00	\$ 170.00	\$ 510.00	\$ 75.75	\$ 227.25	\$ 10.00	\$ 30.00	\$ 310.00	\$ 930.00
SC-03	Sediment Erosion Control Logs	LF	220	\$ 4.00	\$ 880.00	\$ 10.00	\$ 2,200.00	\$ 6.00	\$ 1,320.00	\$ 10.00	\$ 2,200.00	\$ 9.00	\$ 1,980.00	\$ 12.12	\$ 2,666.40	\$ 1.20	\$ 264.00	\$ 10.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works approve award of Contract 20-03 CIPP Sewer Lining to Hydro-Klean, LLC in the amount of \$256,533.00

The Board of Public Works at the February 10, 2020 meeting moved to approve awarding Contract 20-03 CIPP Sewer Lining to Hydro-Klean, LLC in the amount of \$256,533.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-03 (PDF)
- 2020 0130 Project 20-03 Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-03 CIPP Sewer Lining***

The Engineering Department received bids on Project 20-03 CIPP Sewer Lining on January 30, 2020. The project consists of pipe lining and internal repairs of deteriorated sewers at locations around the City. Additionally, one sewer located in the vacated Renkens Court is being lined in lieu of abandoning and relaying the sewer as part of the Krist Convenience Store development at 1218 Grant Street. The bids received are as follows:

Contractor	Amount
Hydro-Klean, LLC	\$256,533.00
Visu-Sewer, Inc.	\$261,382.50
Insituform Technologies USA, LLC	\$283,140.80

The budgeted amount from the capital improvement budget is \$274,500. Funding will be from the sewage revenue fund and \$8,500 from the Krist Convenience Store development.

Staff's recommendation is to accept the bid from Hydro-Klean, LLC in the amount of \$256,533.00.

Attachments:

2020 0130 Project 20-03 Bid Tab (PDF)

Attachment: 2020 0210 CI_BOPW_Award_20-03 (9231 : Recommendation from BOPW to approve award of Contract 20-03)



**PROJECT 20-03 CIPP SEWER LINING
BID TAB**

1.14.b

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Hydro-Klean, LLC		Visu-Sewer, Inc.		Insituform Technologies USA, LLC	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER LINING									
SS-01	Ridgeway Blvd 15" Sanitary Sewer	LF	805	\$ 41.60	\$ 33,488.00	\$ 38.00	\$ 30,590.00	\$ 45.10	\$ 36,305.50
SS-02	Ridgeway Blvd 12" Sanitary Sewer	LF	550	\$ 31.10	\$ 17,105.00	\$ 28.50	\$ 15,675.00	\$ 29.60	\$ 16,280.00
SS-03	Ridgeway Blvd 8" Sanitary Sewer	LF	500	\$ 22.00	\$ 11,000.00	\$ 23.15	\$ 11,575.00	\$ 23.20	\$ 11,600.00
SS-04	Quinnette Lane 8" Sanitary Sewer	LF	1305	\$ 22.00	\$ 28,710.00	\$ 23.15	\$ 30,210.75	\$ 24.30	\$ 31,711.50
SS-05	Virginia Drive 8" Sanitary Sewer	LF	900	\$ 22.00	\$ 19,800.00	\$ 23.15	\$ 20,835.00	\$ 27.60	\$ 24,840.00
SS-06	S. Superior Street 8" Sanitary Sewer	LF	870	\$ 22.00	\$ 19,140.00	\$ 23.15	\$ 20,140.50	\$ 23.10	\$ 20,097.00
SS-07	Bomier Street 8" Sanitary Sewer	LF	945	\$ 22.00	\$ 20,790.00	\$ 23.15	\$ 21,876.75	\$ 24.30	\$ 22,963.50
SS-08	N. & S. St Bernard 8" Sanitary Sewer	LF	2110	\$ 22.00	\$ 46,420.00	\$ 23.15	\$ 48,846.50	\$ 24.80	\$ 52,328.00
SS-09	Reid Street 8" Sanitary Sewer	LF	535	\$ 22.00	\$ 11,770.00	\$ 23.15	\$ 12,385.25	\$ 23.80	\$ 12,733.00
SS-10	N. Fifth Street 8" Sanitary Sewer	LF	210	\$ 22.00	\$ 4,620.00	\$ 23.15	\$ 4,861.50	\$ 30.90	\$ 6,489.00
SS-11	Seventh Street 8" Sanitary Sewer	LF	1230	\$ 22.00	\$ 27,060.00	\$ 23.15	\$ 28,474.50	\$ 24.80	\$ 30,504.00
SS-12	Easement 8" Sanitary Sewer	LF	235	\$ 22.00	\$ 5,170.00	\$ 23.15	\$ 5,440.25	\$ 30.30	\$ 7,120.50
SS-13	Renkens Court 8" Sanitary Sewer	LF	330	\$ 22.00	\$ 7,260.00	\$ 23.15	\$ 7,639.50	\$ 25.20	\$ 8,316.00
SS-14	Televising Sanitary Laterals	EA	12	\$ 350.00	\$ 4,200.00	\$ 236.00	\$ 2,832.00	\$ 154.40	\$ 1,852.80
	TOTALS			\$ 256,533.00		\$ 261,382.50		\$ 283,140.80	

Attachment: 2020 0130 Project 20-03 Bid Tab (9231 : Recommendation from BOPW to approve award of Contract 20-03)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve awarding Contract 20-05 Sidewalk and Curb Repairs to RJM Construction, LLC in the amount of \$230,020.00

The Board of Public Works at the February 10, 2020 meeting approved awarding Contract 20-05 Sidewalk and Curb Repairs to RJM Construction, LLC in the amount of \$230,020.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-05 (PDF)
- 2020 0130 Project 20-05 Bid Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-05 Sidewalk and Curb Repairs***

The Engineering Department received bids on Project 20-05 Sidewalk and Curb Repairs on January 30, 2020. This work is for maintenance of sidewalk and concrete curb and gutter repairs. The bids received are as follows:

Contractor	Amount
RJM Construction, LLC	\$230,020.00
Al Dix Concrete, Inc.	\$250,310.00
Martell Construction, Inc.	\$269,990.00
Fischer Ulman Construction, Inc	\$274,570.00

The budgeted amount from the capital improvement fund is \$277,600. Funding will be \$96,500 from the general obligation debt, \$129,000 from sidewalk assessments, \$15,000 from the water utility, and \$37,100 from the Parks Department.

Staff's recommendation is to accept the bid from RJM Construction, LLC in the amount of \$230,020.00.

Attachments:

2020 0130 Project 20-05 Bid Tab (PDF)

Attachment: 2020 0210 CI_BOPW_Award_20-05 (9232 : Recommendation from the BOPW to approve award of Contract 20-05)



**PROJECT 20-05 SIDEWALK AND CURB REPAIRS
BID TAB**

1.15.b

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				RJM Construction, LLC		Al Dix Concrete, Inc.		Martell Construction, Inc.		Fischer Ulman Construction, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE CONSTRUCTION (Sidewalk Repair Area)											
SD-01	Provide 3/4" Crushed Aggregate Base Course	TON	200	\$ 21.00	\$ 4,200.00	\$ 40.00	\$ 8,000.00	\$ 30.00	\$ 6,000.00	\$ 29.00	\$ 5,800.00
SD-02	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	20	\$ 110.00	\$ 2,200.00	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 89.00	\$ 1,780.00
SD-03	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	300	\$ 80.00	\$ 24,000.00	\$ 81.00	\$ 24,300.00	\$ 90.00	\$ 27,000.00	\$ 85.00	\$ 25,500.00
SD-04	Remove and Replace 4" Concrete Sidewalk	SY	1,300	\$ 73.00	\$ 94,900.00	\$ 72.00	\$ 93,600.00	\$ 85.50	\$ 111,150.00	\$ 84.00	\$ 109,200.00
SD-05	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	1,300	\$ 6.50	\$ 8,450.00	\$ 10.00	\$ 13,000.00	\$ 8.00	\$ 10,400.00	\$ 9.00	\$ 11,700.00
SD-06	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	100	\$ 2.20	\$ 220.00	\$ 4.00	\$ 400.00	\$ 1.00	\$ 100.00	\$ 2.50	\$ 250.00
SD-07	Provide Detectable Warning Field (Natural Patina)	EA	10	\$ 360.00	\$ 3,600.00	\$ 350.00	\$ 3,500.00	\$ 300.00	\$ 3,000.00	\$ 375.00	\$ 3,750.00
STREET AND DRAINAGE CONSTRUCTION (Various Locations)											
SD-08	Provide 3/4" Crushed Aggregate Base Course	TON	200	\$ 21.00	\$ 4,200.00	\$ 40.00	\$ 8,000.00	\$ 30.00	\$ 6,000.00	\$ 38.00	\$ 7,600.00
SD-09	Remove and Replace 24" Concrete Curb and Gutter	LF	200	\$ 52.00	\$ 10,400.00	\$ 60.00	\$ 12,000.00	\$ 60.00	\$ 12,000.00	\$ 65.00	\$ 13,000.00
SD-10	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	10	\$ 130.00	\$ 1,300.00	\$ 120.00	\$ 1,200.00	\$ 120.00	\$ 1,200.00	\$ 95.00	\$ 950.00
SD-11	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	200	\$ 80.00	\$ 16,000.00	\$ 90.00	\$ 18,000.00	\$ 110.00	\$ 22,000.00	\$ 90.00	\$ 18,000.00
SD-12	Remove and Replace 4" Concrete Sidewalk	SY	600	\$ 75.00	\$ 45,000.00	\$ 81.00	\$ 48,600.00	\$ 85.50	\$ 51,300.00	\$ 87.00	\$ 52,200.00
SD-13	Provide 6" Concrete Sidewalk	SY	20	\$ 70.00	\$ 1,400.00	\$ 63.00	\$ 1,260.00	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00
SD-14	Provide 4" Concrete Sidewalk	SY	150	\$ 60.00	\$ 9,000.00	\$ 59.00	\$ 8,850.00	\$ 81.00	\$ 12,150.00	\$ 100.00	\$ 15,000.00
SD-15	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	300	\$ 6.50	\$ 1,950.00	\$ 10.00	\$ 3,000.00	\$ 6.30	\$ 1,890.00	\$ 12.00	\$ 3,600.00
SD-16	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	800	\$ 2.20	\$ 1,760.00	\$ 4.00	\$ 3,200.00	\$ 1.00	\$ 800.00	\$ 3.50	\$ 2,800.00
SD-17	Provide Detectable Warning Field (Natural Patina)	EA	4	\$ 360.00	\$ 1,440.00	\$ 350.00	\$ 1,400.00	\$ 300.00	\$ 1,200.00	\$ 410.00	\$ 1,640.00
	TOTALS			\$ 230,020.00		\$ 250,310.00		\$ 269,990.00		\$ 274,570.00	

Attachment: 2020 0130 Project 20-05 Bid Tab (9232 : Recommendation from the BOPW to approve award



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve award of Contract 20-06 Concrete Street Repairs to Vinton Construction Co. in the amount of \$401,885.00

The Board of Public Works at the February 10, 2020 meeting approved awarding Contract 20-06 Concrete Street Repairs to Vinton Construction Co. in the amount of \$401,885.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-06 (PDF)
- 2020 0130 Project 20-06 Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-06 Concrete Street Repairs***

The Engineering Department received bids on Project 20-06 Concrete Street Repairs on January 30, 2020. This project involves colored concrete sealing, concrete street rehabilitation (including Third Street and Enterprise Drive) and concrete street repairs throughout the City. The project includes pedestrian bump-out construction on Ninth Street in conjunction with the West De Pere School District Intermediate School construction. Finally, the cul-de-sac on Innovation Court is being paved with concrete in conjunction with the UHG office building. The bids received are as follows:

Contractor	Amount
Vinton Construction Co.	\$401,885.00
Sommers Construction Company, Inc.	\$535,190.00

The allocated amount from the capital improvement budget is \$445,000. Funding will be \$175,000 from the general obligation debt, \$60,000 from the West De Pere School District, \$10,000 from the water utility, \$80,000 from TID 10, and \$120,000 from TID 12.

Staff's recommendation is to accept the bid from Vinton Construction Co. in the amount of \$401,885.00

Attachments:

2020 0130 Project 20-06 Bid Tab (PDF)

Attachment: 2020 0210 CI_BOPW_Award_20-06 (9233 : Recommendation from BOPW to approve award of Contract 20-06)



PROJECT 20-06 CONCRETE STREET REPAIRS
BID TAB

				BIDDER NO. 1		BIDDER NO. 2	
				Vinton Construction Company		Sommers Construction Company, Inc	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER							
ST-01	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	60	\$ 83.00	\$ 4,980.00	\$ 78.75	\$ 4,725.00
ST-02	Provide Type B Inlet	EA	2	\$ 2,730.00	\$ 5,460.00	\$ 2,730.00	\$ 5,460.00
ST-03	Core Drill Existing Main with NPC Kor-N-Tee	EA	1	\$ 1,860.00	\$ 1,860.00	\$ 2,520.00	\$ 2,520.00
WATER MAIN (S. Ninth Street Bump-Outs)							
W-01	Provide 6" PVC Hydrant Lead	LF	6	\$ 125.00	\$ 750.00	\$ 131.25	\$ 787.50
W-02	Provide Hydrant 6.5' Bury	EA	1	\$ 5,456.00	\$ 5,456.00	\$ 4,935.00	\$ 4,935.00
W-03	Provide Connection to Existing Water Main 12"x6" Tapping Tee and Valve	EA	1	\$ 4,900.00	\$ 4,900.00	\$ 5,381.25	\$ 5,381.25
W-04	Remove Fire Hydrant	EA	1	\$ 675.00	\$ 675.00	\$ 1,575.00	\$ 1,575.00
STREET AND DRAINAGE (S. Ninth Street Bump-Outs, Innovation Court, Third Street, & Enterprise Drive)							
SD-01	Provide 8" Doweled Concrete Pavement with Inegral Curb and Gutter (Innovation Ct)	SY	1,450	\$ 51.05	\$ 74,022.50	\$ 68.00	\$ 98,600.00
SD-02	Remove and Replace Doweled 8" Concrete Pavement	SY	850	\$ 78.93	\$ 67,090.50	\$ 105.00	\$ 89,250.00
SD-03	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	650	\$ 17.54	\$ 11,401.00	\$ 35.00	\$ 22,750.00
SD-04	Provide 24" Concrete Curb and Gutter Integral (Innovation Ct)	LF	450	\$ 45.00	\$ 20,250.00	\$ 25.00	\$ 11,250.00
SD-05	Provide 8" Concrete Driveway (Innovation Ct)	SY	40	\$ 72.00	\$ 2,880.00	\$ 58.50	\$ 2,340.00
SD-06	Provide 4" Concrete Sidewalk (S. Ninth Street Bump-Outs)	SY	30	\$ 59.00	\$ 1,770.00	\$ 56.25	\$ 1,687.50
SD-07	Concrete Pavement Partial Depth Repair-Joint Repair	LF	820	\$ 50.00	\$ 41,000.00	\$ 50.00	\$ 41,000.00
SD-08	Drilled Tie Bars	EA	300	\$ 8.00	\$ 2,400.00	\$ 10.00	\$ 3,000.00
SD-09	Drilled Dowel Bars	EA	750	\$ 13.00	\$ 9,750.00	\$ 18.00	\$ 13,500.00
SD-10	Cross-Stitching Longitudinal Joints and Cracks-#6 Bars	EA	120	\$ 25.00	\$ 3,000.00	\$ 40.00	\$ 4,800.00
SD-11	Landscaping-Topsoil, Seed, Fertilizer, and Mulch	SY	1,450	\$ 10.00	\$ 14,500.00	\$ 12.60	\$ 18,270.00
SD-12	Landscaping-Borrow, (S. Ninth Street Bump-Outs)	CY	10	\$ 10.00	\$ 100.00	\$ 105.00	\$ 1,050.00
SD-13	Provide Detectable Warning Field (Natural)	EA	5	\$ 240.00	\$ 1,200.00	\$ 350.00	\$ 1,750.00
STREET AND DRAINAGE (Various Locations)							
SD-14	Provide 1 1/4" Crushed Aggregate Base Course	TON	20	\$ 15.00	\$ 300.00	\$ 58.00	\$ 1,160.00
SD-15	Remove and Replave Doweled 8" Concrete Pavement	SY	200	\$ 85.00	\$ 17,000.00	\$ 98.00	\$ 19,600.00
SD-16	Remove and Replace Doweled 8" Concrete Pavement (HES-3 DAY)	SY	10	\$ 90.00	\$ 900.00	\$ 105.00	\$ 1,050.00
SD-17	Remove and Replace 24" Concrete Curb and Gutter	LF	50	\$ 45.00	\$ 2,250.00	\$ 50.00	\$ 2,500.00
SD-18	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	20	\$ 45.00	\$ 900.00	\$ 50.00	\$ 1,000.00
SD-19	Drilled Tie Bars	EA	20	\$ 10.00	\$ 200.00	\$ 15.00	\$ 300.00
SD-20	Drilled Dowel Bars	EA	60	\$ 14.00	\$ 840.00	\$ 25.00	\$ 1,500.00
SPECIAL CONSTRUCTION							
SC-01	Colored Concrete Sealing	SF	46,700	\$ 1.00	\$ 46,700.00	\$ 2.00	\$ 93,400.00
SC-02	Inlet Protection Type D	EA	25	\$ 80.00	\$ 2,000.00	\$ 131.25	\$ 3,281.25
SC-03	Adjust Manhole	EA	10	\$ 300.00	\$ 3,000.00	\$ 750.00	\$ 7,500.00
SC-04	Adjust Inlet	EA	10	\$ 300.00	\$ 3,000.00	\$ 500.00	\$ 5,000.00
SC-05	Traffic Control (Third Street)	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00
SC-06	Traffic Control (Enterprise Dr)	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00
SC-07	Traffic Control (Lawrence Dr)	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 15,000.00	\$ 15,000.00
SC-08	Rectangular Rapid Flash Beacon (S. Ninth Street Bump-Outs)	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 7,612.50	\$ 15,225.00
SC-09	Pavement Marking Epoxy 12" Crosswalk (S. Ninth Street Bump-Outs)	LF	110	\$ 35.00	\$ 3,850.00	\$ 36.75	\$ 4,042.50
BASE BID TOTALS					\$ 401,885.00		\$ 535,190.00

Attachment: 2020 0130 Project 20-06 Bid Tab (9233 : Recommendation from BOPW to approve award of Contract 20-06)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve award of Contract 20-11 Fire Station #1 Boiler Replacement to Automated Comfort Controls in the amount of \$116,700.00

The Board of Public Works at the February 10, 2020 meeting approved awarding Contract 20-11 Fire Station #1 Boiler Replacement to Automated Comfort Controls in the amount of \$116,700.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-11 (PDF)
- 2020 0130 Project 20-11 Bid Tab (PDF)

CITY OF DE PERE MEMO



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

From: Thomas Blohowiak, Maintenance Supervisor

Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-11 Fire Station #1 Boiler Replacement***

The Engineering Department received bids on Project 20-11 Fire Station #1 Boiler Replacement on January 30, 2020. The Bids received are as follows:

Contractor	Amount
Automated Comfort Controls	\$116,700.00
Schaus Mechanical, Inc.	\$120,115.52
Tweet/Garot Mechanical, Inc.	\$135,600.00
Hurckman Mechanical Industries, Inc.	\$143,500.00

The allocated amount from the capital improvement budget is \$126,000.

Staff's recommendation is to accept the bid from Automated Comfort Controls in the amount of \$116,700.00.

Attachments:

2020 0130 Project 20-11 Bid Tab (PDF)

Attachment: 2020 0210 CI_BOPW_Award_20-11 (9234 : Recommendation from BOPW to approve award of Contract 20-11)



**PROJECT 20-11 FIRE STATION #1 BOILER REPLACEMENT
BID TAB**

1.17.b

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Automated Comfort Controls		Schaus Mechanical, Inc.		Tweet/Garot Mechanical, Inc		Hurckman Mechanical Industries, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Demolition of Existing Boilers	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 890.00	\$ 890.00	\$ 1,262.00	\$ 1,262.00	\$ 3,000.00	\$ 3,000.00
SC-02	Installation of New Boilers	LS	1	\$ 69,200.00	\$ 69,200.00	\$ 74,075.52	\$ 74,075.52	\$ 87,038.00	\$ 87,038.00	\$ 95,500.00	\$ 95,500.00
SC-03	Replacement of Control System	LS	1	\$ 43,000.00	\$ 43,000.00	\$ 45,150.00	\$ 45,150.00	\$ 47,300.00	\$ 47,300.00	\$ 45,000.00	\$ 45,000.00
	TOTALS			\$ 116,700.00		\$ 120,115.52		\$ 135,600.00		\$ 143,500.00	

Attachment: 2020 0130 Project 20-11 Bid Tab (9234 : Recommendation from BOPW to approve award of



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve award of Contract 20-15 Sewer Cleaning and Televising to Green Bay Pipe & TV, LLC in the amount of \$39,049.06

The Board of Public Works at the February 10, 2020 meeting approved awarding Contract 20-15 Sewer Cleaning and Televising to Green Bay Pipe & TV, LLC in the amount of \$39,049.06 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2020 0210 CI_BOPW_Award_20-15 (PDF)
- 2020 0130 Project 20-15 Bid Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: February 10, 2020

RE: **Consideration and possible action on award of Contract 20-15 Sewer Cleaning and Televising***

The Engineering Department received bids on Project 20-15 Sewer Cleaning and Televising on January 30, 2020. The Bids received are as follows:

Contractor	Amount
Green Bay Pipe & TV, LLC	\$39,049.06
PLC Water Jetting Services, Inc.	\$56,036.40
Great Lakes TV Seal, Inc	\$57,238.17
Speedy Clean, Inc.	\$88,713.00
Northern Pipe, Inc.	\$92,675.37
Visu-Sewer, Inc.	\$194,827.40
Hydro-Klean, LLC	\$238,042.82
Taplin Group, LLC	\$346,403.20
National Power Rodding Corp.	\$846,087.54

The allocated amount from the capital improvement budget is \$62,000. Funding will be \$50,000 from the storm water utility fund and \$12,000 from the sewage revenue fund.

Staff's recommendation is to accept the bid from Green Bay Pipe & TV, LLC in the amount of \$39,049.06.

Attachments:

2020 0130 Project 20-15 Bid Tab (PDF)



PROJECT 20-15 SEWER CLEANING AND TELEVISIONING
BID TAB

1.18.b

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				Green Bay Pipe & TV, LLC		PLC Water Jetting Services Inc		Great Lakes TV Seal, Inc		Speedy Clean, Inc.		Northern Pipe, Inc.		Visu-Sewer, Inc		Hydro-Klean, LLC		Taplin Group, LLC		National Power Rodding Corp.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER																					
SP-01	Storm Sewer Cleaning (8-27 Inch)	LF	36,187	\$ 0.33	\$ 11,941.71	\$ 0.40	\$ 14,474.80	\$ 0.35	\$ 12,665.45	\$ 0.58	\$ 20,988.46	\$ 0.75	\$ 27,140.25	\$ 0.70	\$ 25,330.90	\$ 1.64	\$ 59,346.68	\$ 1.77	\$ 64,050.99	\$ 3.00	\$ 108,561.00
SP-02	Storm Sewer Cleaning (30-48 Inch)	LF	5,621	\$ 0.33	\$ 1,854.93	\$ 0.40	\$ 2,248.40	\$ 0.35	\$ 1,967.35	\$ 0.58	\$ 3,260.18	\$ 0.75	\$ 4,215.75	\$ 0.85	\$ 4,777.85	\$ 2.46	\$ 13,827.66	\$ 1.84	\$ 10,342.64	\$ 5.00	\$ 28,105.00
SP-03	Storm Sewer Cleaning (54 Inch and Larger)	LF	2,517	\$ 0.33	\$ 830.61	\$ 0.40	\$ 1,006.80	\$ 0.35	\$ 880.95	\$ 0.58	\$ 1,459.86	\$ 0.95	\$ 2,391.15	\$ 1.05	\$ 2,642.85	\$ 3.28	\$ 8,255.76	\$ 1.91	\$ 4,807.47	\$ 10.00	\$ 25,170.00
SP-04	Storm Sewer Heavy Cleaning (8-27 Inch)	LF	3,619	\$ 0.08	\$ 289.52	\$ 1.00	\$ 3,619.00	\$ 0.10	\$ 361.90	\$ 0.44	\$ 1,592.36	\$ 0.75	\$ 2,714.25	\$ 4.60	\$ 16,647.40	\$ 3.28	\$ 11,870.32	\$ 5.44	\$ 19,687.36	\$ 2.00	\$ 7,238.00
SP-05	Storm Sewer Heavy Cleaning (30-48 Inch)	LF	562	\$ 0.08	\$ 44.96	\$ 1.50	\$ 843.00	\$ 0.10	\$ 56.20	\$ 0.44	\$ 247.28	\$ 0.75	\$ 421.50	\$ 5.95	\$ 3,343.90	\$ 4.10	\$ 2,304.20	\$ 5.71	\$ 3,209.02	\$ 5.00	\$ 2,810.00
SP-06	Storm Sewer Heavy Cleaning (54 Inch and Larger)	LF	252	\$ 0.08	\$ 20.16	\$ 2.00	\$ 504.00	\$ 0.10	\$ 25.20	\$ 0.44	\$ 110.88	\$ 0.95	\$ 239.40	\$ 5.95	\$ 1,499.40	\$ 4.92	\$ 1,239.84	\$ 12.56	\$ 3,165.12	\$ 10.00	\$ 2,520.00
SP-07	Storm Sewer Televising (8-27 Inch)	LF	36,187	\$ 0.31	\$ 11,217.97	\$ 0.40	\$ 14,474.80	\$ 0.34	\$ 12,303.58	\$ 0.58	\$ 20,988.46	\$ 0.59	\$ 21,350.33	\$ 2.00	\$ 72,374.00	\$ 1.77	\$ 64,050.99	\$ 1.25	\$ 45,233.75	\$ 5.00	\$ 180,935.00
SP-08	Storm Sewer Televising (30-48 Inch)	LF	5,621	\$ 0.30	\$ 1,686.30	\$ 0.40	\$ 2,248.40	\$ 0.35	\$ 1,967.35	\$ 0.58	\$ 3,260.18	\$ 0.59	\$ 3,316.39	\$ 2.00	\$ 11,242.00	\$ 2.36	\$ 13,265.56	\$ 1.25	\$ 7,026.25	\$ 30.00	\$ 168,630.00
SP-09	Storm Sewer Televising (54 Inch and Larger)	LF	2,517	\$ 0.30	\$ 755.10	\$ 0.40	\$ 1,006.80	\$ 0.35	\$ 880.95	\$ 0.58	\$ 1,459.86	\$ 0.59	\$ 1,485.03	\$ 2.00	\$ 5,034.00	\$ 2.95	\$ 7,425.15	\$ 1.25	\$ 3,146.25	\$ 35.00	\$ 88,095.00
SP-10	Sanitary Sewer Cleaning	LF	17,013	\$ 0.30	\$ 5,103.90	\$ 0.40	\$ 6,805.20	\$ 0.99	\$ 16,842.87	\$ 0.98	\$ 16,672.74	\$ 0.95	\$ 16,162.35	\$ 0.70	\$ 11,909.10	\$ 1.64	\$ 27,901.32	\$ 3.19	\$ 54,271.47	\$ 4.68	\$ 79,620.84
SP-11	Sanitary Sewer Televising	LF	17,013	\$ 0.30	\$ 5,103.90	\$ 0.40	\$ 6,805.20	\$ 0.49	\$ 8,336.37	\$ 0.98	\$ 16,672.74	\$ 0.69	\$ 11,738.97	\$ 2.00	\$ 34,026.00	\$ 1.18	\$ 20,075.34	\$ 1.76	\$ 29,942.88	\$ 7.90	\$ 134,402.70
SP-12	Sewer Pipe Root Cutting (8-48 Inch)	LF	1,000	\$ 0.10	\$ 100.00	\$ 1.00	\$ 1,000.00	\$ 0.45	\$ 450.00	\$ 1.00	\$ 1,000.00	\$ 0.50	\$ 500.00	\$ 1.00	\$ 1,000.00	\$ 4.24	\$ 4,240.00	\$ 50.76	\$ 50,760.00	\$ 10.00	\$ 10,000.00
SP-13	Removal Mineral Deposits	LF	1,000	\$ 0.10	\$ 100.00	\$ 1.00	\$ 1,000.00	\$ 0.50	\$ 500.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 5.00	\$ 5,000.00	\$ 4.24	\$ 4,240.00	\$ 50.76	\$ 50,760.00	\$ 10.00	\$ 10,000.00
	TOTALS			\$ 39,049.06		\$ 56,036.40		\$ 57,238.17		\$ 88,713.00		\$ 92,675.37		\$ 194,827.40		\$ 238,042.82		\$ 346,403.20		\$ 846,087.54	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on an Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Juan A. Aviles, On the Rocks 2, 413 Main Ave. Submitted by Juan A. Aviles, Pulaski, WI.

ATTACHMENTS:

- On the Rocks Application 2.19.20 (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: _____
(mm dd yyyy) (mm dd yyyy)To the Governing Body of the: ☐ Town of } De Pere
☐ Village of }
☒ City of }County of BROWN Aldermanic Dist. No. _____
(if required by ordinance)Check one: ☒ Individual ☐ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number

FEIN Number

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30.00</u> #14
TOTAL FEE	\$ <u>230</u>

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

Aviles Juan A

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Juan</u>	<u>Aviles</u>	<u>Antonio</u>	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name ON The Rock 2 Business Phone Number 920-401-1382
2. Address of Premises 413 main Ave De Pere Post Office & Zip Code 54117

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

ON Premises, cooler, back bar and storage room/area4. Legal description (omit if street address is given above): 413 main Ave De Pere5. (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? RONALD EVANSReptile Rail Entertainment

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☒ Yes ☐ No
yes have it done already
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state MA and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) <u>Suan A Aviles</u>	Title/Member <u>owner</u>	Date <u>11/1/2020</u>
Signature	Phone Number <u>920-401-1382</u>	Email Address <u>Suan Aviles 77</u>

TO BE COMPLETED BY CLERK

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

SURRENDER OF LICENSE

Part I

Legal/Real Name of Current Licensee: RONALD A. EVANS
 Premises Address: 413 MAIN AVE DEPERE WI 54115
 Trade Name: Reptile Rail Entertainment DBA "ON THE ROCKS"

This is to advise that the undersigned is surrendering the following license(s)

Combination "Class B" Beer & Liquor

Class "B" Beer

Class "A" Beer and/or "Class A" Liquor

(circle which apply)

Wholesale Beer

"Class C" Wine

to: Juan Antonio Aviles / On the Rocks
Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

[Signature]
 President, Member, Partner, Individual

Current Licensee

[Signature]
 President, Member, Partner, Individual

Secretary, Member, Partner

Secretary, Member, Partner

State of Wisconsin)

) ss.

County of Brown

On the 21st day of January, 2020, personally came before me
Ronald A Evans, known to me to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the **Current Licensee** and
 acknowledged that s/he executed the foregoing document.

[Signature]
 Notary Public

Brown County, Wisconsin

My Commission expires: 12/20/2023

State of Wisconsin)

) ss.

County of Brown

On the 30th day of February, 2020, personally came before me
Juan Antonio Aviles, known to be to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the **Proposed New**
Applicant and acknowledged that s/he executed the foregoing document.

[Signature]
 Notary Public

Brown County, Wisconsin

My Commission expires: 06/13/2022

Attachment: On the Rocks Application 2.19.20 (9271 : On the Rocks App)

**SURRENDER OF LICENSE
Part II**

1/27/2020
Date

City of De Pere Clerk
335 S. Broadway St.
De Pere, WI 54115

This is to notify you that I am the owner of the building located at

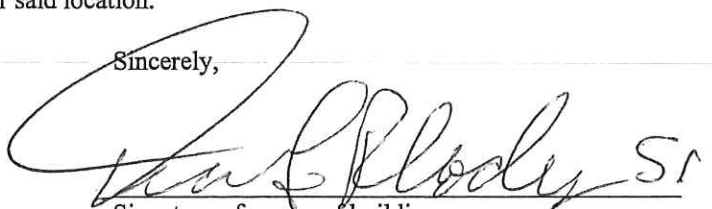
413 MAIN AVE., De Pere, Wisconsin.

54115

I have entered into a lease for the above property effective Feb 1st, 2020 with
JUAN ANTONIO AVILES, (Strike sentence if not applicable).

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,


Signature of owner of building

Printed name of owner: DEAN G. RHODES SR.

Home address of owner: 150

Daytime phone number of owner: 920-246-2222

Attachment: On the Rocks Application 2.19.20 (9271 : On the Rocks App)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Consideration of request by the City Clerk to designate the Norman Miller Center Office in the Michels Commons building on the St. Norbert College Campus as an alternate in-person absentee voting site.

ATTACHMENTS:

- Memo to Council - alternate in-person absentee voting site (PDF)
- alternate absentee site_Dr Pyne (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Michael J. Walsh
Members of the Common Council

From: Carey Danen, City Clerk

Date: February 13, 2020

RE: **Designation of St. Norbert College as an alternate in-person absentee site**

I am proposing to designate St. Norbert College as an alternate in-person absentee voting site for the April and November 2020 elections. This designation is allowed under Wisconsin State Statute 6.855, but will require Common Council approval.

Students at St. Norbert are residents of the third district and vote at the De Pere Community Center. The large numbers of election-day registrations and influx of groups of students at the polls have presented challenges in terms of staffing levels and congestion at the polling site on Election Day. I have met with Dr. Robert Pyne, SNC Director of Community Engagement, to discuss potential solutions to this issue as well as methods to encourage student voter participation. We feel that establishing an alternate absentee site on campus is an effective way to address both. I have attached a letter from Dr. Pyne in support of this proposal.

I consulted with the Madison Clerk's office, which utilizes more than a dozen alternate absentee sites, in order to obtain information on their implementation strategies. I am also working with the Wisconsin Elections Commission to ensure that all requirements are met.

The in-person absentee site would be located in the Norman Miller Center office in the Michels Commons building on campus. The location would be staffed by SNC employees and students, who would receive training from the Clerk's office prior to the opening of the site. This site would be available to any voter in the City of De Pere who wishes to use it, and would be open during the same two-week period before each election that in-person absentee voting is offered here at City Hall. Voted ballots would be stored in a locked area at the Miller Center, and delivered to City Hall at the end of each business day following chain of custody protocol.

Please contact me in advance of the meeting if you have any questions. Thank you for your consideration of this request.

Attachment: Memo to Council - alternate in-person absentee voting site (9151 : alternate absentee voting site SNC)



100 Grant Street • De Pere, WI 54115-2099 • www.snc.edu/millercenter

January 20, 2020

Carey Danen
Municipal Clerk
City of De Pere
335 S Broadway
De Pere, WI 54115

Dear Carey,

I am writing to formally propose that St. Norbert College be designated an early polling place for the City of De Pere. We would like to see this designation established in time for the Spring Election and Presidential Preference Primary on April 7, and to remain in place through the November general election. We would expect to pick specific dates in communication with your office, and to work out all necessary details per your instructions.

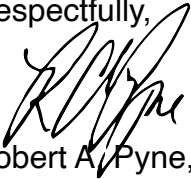
When you and I first discussed this possibility, you communicated that such a designation will require the approval of the City Council. I and others from the College would willingly bring the proposal to those representatives and entertain their questions. In the meantime, here are the major arguments behind our request:

1. Despite our best efforts to register students before Election Day, registration at the polling place on Election Day seems to be the default choice for many SNC students. Accommodating a large, but unpredictable, number of students registering and voting on Election Day places extra stress on the poll workers and their processes on an already hectic day. If we encourage students to vote early, it will relieve pressure on the local polling place and the workers there on Election Day.
2. As an anchor institution in the City of De Pere, we would be pleased to promote civic engagement and voting in the broader community as well as among students. If we are designated an official polling place for early voting, we would promote the early voting days in the community, giving residents additional, accessible options for voting. This would also take some pressure off the City Clerk's office, both by reducing the number of early voters coming to City Hall, and by reducing the number of voters lining up on Election Day.
3. We are trying to promote students' civic engagement in creative ways through a collaborative team of students, staff, and faculty. Since we are a residential campus, several students have proposed expanding these efforts into residence

halls through educational events and a friendly competition. Under this plan, student staff in the residence halls would track residents' voting by collecting stickers or some other means of anonymous self-reporting, with all residents in the highest performing hall sharing a prize. Our planning group believes it would be most effective to have this friendly competition take place in stages—several designated early voting days, followed by Election Day—rather than all on one day. If the college functions as an early voting site, we would have multiple opportunities to encourage and track student voting.

Thank you for considering this request. Please let me know if you have any questions. We would be happy to discuss the proposal further.

Respectfully,



Robert A. Pyne, Th.D.
Director of Community Engagement
Director, Norman Miller Center for Peace, Justice & Public Understanding



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Resolution #20-12 Disallowance of Claim (Heather Schmidt).

ATTACHMENTS:

- Reso20-12 (DOCX)
- Schmidt disallowance of claim(PDF)

RESOLUTION #20-12

DISALLOWANCE OF CLAIM
(Heather Schmidt)

WHEREAS, a Notice of Claim and Claim was filed in the office of the City Clerk on January 20, 2020, by Heather Schmidt ("Claimant"), 2723 Andromeda Court, De Pere, Wisconsin 54115; and

WHEREAS such Notice and Claim alleges that Claimant drove over a pothole and sustained a damaged right front tire on January 3, 2020, while driving on Red Maple Road, for which she incurred costs for replacement tires totaling \$588.99; and

WHEREAS, the City has a road maintenance plan in place which consists of regular repairs during the winter season, patching potholes following freeze/thaw cycles, and making repairs on an as-needed basis; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier, EMCASCO Insurance Company (EMC), who investigated the same and determined that because the City is diligent in its efforts to locate and repair potholes, and because winter weather conditions may limit the types of repairs that can be made and may prevent certain repairs from adhering, the City was not negligent or legally responsible for damages caused on January 3, 2020.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Claim submitted by Heather Schmidt be, and the same is hereby denied, and further, that no action on this Claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six (6) months from the date of service of this notice upon Claimant.

Resolution #20-12

Page 2 of 2

BE IT FURTHER RESOLVED THAT:

A copy of this Resolution be forwarded to the Claimant, Heather Schmidt, as a Notice of Disallowance of Claim.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-12 (9193 : Resolution #20-12 Disallowance of Claim (Heather Schmidt).)



Liability Claim Form

City of De Pere

1.21.b

Please fill out the form completely and return to the City Clerk's office
via e-mail to cdanen@deperewi.gov,
or by mail to 335 S. Broadway, De Pere, WI 54115

CLAIMANT INFORMATION

Claimant Name: Heather Schmidt

Address: 2723 Andromeda Ct, De Pere WI 54115

Phone Number(s): 920-660-2696

E-mail Address: heatherschmidt428@gmail.com

INCIDENT INFORMATION

Date & Time of Incident: Jan 3rd, 2020 at approx 5pm

Location of Incident: Red Maple Rd under the railroad bridge, near Red Tail Glen

Total Amount of Claimed Damages: \$588.99 (Attach itemized invoices/estimates)

Please provide a detailed description of the incident in the space below (attach additional sheets if necessary). For personal injury, indicate the nature of the injury, whether or not medical attention was provided and list the name of the physician/hospital. Also identify any witnesses to the incident.

I was traveling on Red Maple Rd and could see potholes up ahead but was unable to avoid due
oncoming traffic. Immediately upon going over one of the potholes, I heard a very loud noise and the
front right tire was no longer running smooth. Pulled over and the tire was completely flat.
There were no personal injuries, but due to all wheel drive car, did have to have all 4 tires
replaced.

In signing this Liability Claim Form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

Heather Schmidt

Claimant Signature
(parent/guardian if claimant is under 18)

01-20-2020
Date

Attachment: Schmidt disallowance of claim (9193 : Resolution #20-12 Disallowance of Claim (Heather Schmidt).)



POMP'S TIRE SERVICE, INC.

REMITTANCE ADDRESS:
POMP'S TIRE S
ATTN: AR DEF
P.O. BOX 1630
GREEN BAY, WI 54305-1630

1.21.b

POMP'S TIRE-DE PERE
699 LAWRENCE DR
DE PERE, WI 54115
920/339-9101

INVOICE #: 90062179

PAGE: 1

CUSTOMER: HEATHER SCHMIDT
482 2723 ANDROMEDA CRT
DE PERE, WI 54115

CREATED BY MG

SALESMAN: 00903

VEHICLE: 2017 AUDI A3 PREMIUM PLUS
LICENSE: 122TSN WI MILEAGE: 28786
COLOR: BLACK ENGINE: 3.7L V6 FI
VIN: WAUJ8GFF3H1048256
TERMS: DUE ON DELIVERY

INVOICE DATE: 01/06/20

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
225/40WR18/XL VENTUS V2 H457 H1015032		4	105.08		420.32
PASS SPIN BALANCE	907	4.00	16.99		67.96
RUBBER VALVE OR TPMS REBUILD KIT		4	3.00		12.00
PASSENGER SCRAP DISPOSAL FEE		4	2.50		10.00
WHEEL CORROSION SERVICE		4.00			0.00
WHEEL HAND TORQUED TO MNF. SPECS		4.00			0.00
FREE ROTATION/LIFE OF THE TIRE		4.00			0.00
FREE DOT TIRE REGISTRATION		4.00			0.00
FREE ALIGNMENT CHECK WITH		4			0.00
4 TIRE PURCHASE.		4			0.00
TIRE GUARD PROTECTION PLAN		4	12.00		48.00
Registration: Serial TRLYLH13918	Quantity	4			

MERCHANDISE: 432.32
LABOR: 67.96
OTHER: 58.00
SALES TAX: 30.71
INVOICE TOTAL: 588.99

CUSTOMER COPY

VISA/MASTERCARD/DISCOVER #1
Acct #: MasterCard****4724 Auth: SALE:06601Z:283765744::1421405 588.99

**

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wis Dept of Agriculture, Trade and Consumer Protection, P O Box 8911, Madison, WI 53708-8911.

LUG NUTS MUST BE RE-TORQUED AFTER 50-100 MILES.

Printed Name _____ Signature Heather Schmidt

Attachment: Schmidt disallowance of claim (9193 : Resolution #20-12 Disallowance of Claim (Heather Schmidt).)



Attachment: Schmidt disallowance of claim (9193 : Resolution #20-12 Disallowance of Claim (Heather Schmidt).)



Milwaukee Claim Department

January 30, 2020

Heather Schmidt
2723 Andromeda Ct
De Pere, WI 54115

RE: Our Policyholder: City of De Pere
Claim Number: 1573581
Loss Date: 01/03/2020
Claimant: Heather Schmidt

Dear Ms. Schmidt,

Thank you for speaking with me regarding the above-mentioned matter.

The policy under which this claim was submitted is one of liability insurance. It is our obligation to pay only for claims for which our policyholder is legally responsible. After review of the information provided, there is no negligence on the part of our policyholder. Therefore, we are unable to assist you with payment of this claim.

Sincerely,

Jennifer Carrera, Claims Adjuster II
EMC INSURANCE COMPANIES
Direct: 262-717-3927
Fax: 888-992-6125
Jennifer.M.Carrera@EMCIns.com

CC: City of De Pere

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCOS Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

Attachment: Schmidt disallowance of claim (9193 : Resolution #20-12 Disallowance of Claim (Heather Schmidt).)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #20-13 Approving the Proposed Project Plan Amendment to Modify the District Boundaries of Tax Incremental Financing District Number 12, City of De Pere, Wisconsin.

ATTACHMENTS:

- Reso20-13 (DOCX)
- Exhibit A - ResoPC20-01_Signed (PDF)
- Exhibit B TID#12 Boundary Amendment Final_Updated (PDF)

RESOLUTION #20-13

APPROVING THE PROPOSED PROJECT PLAN AMENDMENT TO MODIFY
THE DISTRICT BOUNDARIES OF TAX INCREMENTAL FINANCING
DISTRICT NUMBER 12, CITY OF DE PERE, WISCONSIN

WHEREAS, pursuant to the direction of the Common Council and with its advice and consent, the Plan Commission of the City of De Pere has taken all steps required by Wis. Stats. §66.1105 to Amend the Project Plan for Tax Incremental Financing District No. 12 (TID #12) as provided in Resolution PC20-01 of the Plan Commission of the City of De Pere Recommending Adoption of the Proposed Project Plan Amendment to Modify the Boundaries of Tax Incremental Financing District No. 12, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in accordance with all the recitations and findings in the above-referenced Resolution of the Plan Commission and the Common Council being aware of all proceedings of the Plan Commission in regard to the Boundary Modification of Tax Incremental Financing District No. 12, including the public hearing held thereon before the Plan Commission on January 27, 2020 at 7:00 p.m., the Common Council wishes to adopt this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. The boundaries of Tax Incremental District Number 12, City of De Pere (TID #12) are hereby modified by adding the following whole units of property thereto:
 - Tax Parcel WD-1371;
 - Tax Parcel WD-1372; and
 - Tax Parcel WD-L482-1

as specified in the Project Plan Amendment to Modify the Boundary for Tax Incremental District No. 12, in the City of De Pere, Wisconsin, attached and incorporated

herein as Exhibit B. The District contains only whole units of property as are assessed for general property tax purposes.

2. The Property within the District does not include any annexed territory that was not within the boundaries of the City on January 4, 2004, and contains only whole units of property.
3. The District was created on September 1, 2015. The Common Council amends District boundaries as of this date (February 19, 2020), with an effective base value date of January 1, 2020 for the lands added to the district.
4. The Common Council finds and declares that:
 - A. Not less than 50% of the real property within TID #12 is suitable for mixed-use development under Wis. Stats. §66.1105(cm).
 - B. Based upon such findings and the identification and classification of the property in the district, TID #12 is a mixed-use District.
 - C. The improvement of such area is likely to enhance significantly the value of the District.
 - D. The private development activities projected in the Project Plan would not occur without tax incremental financing.
 - E. It is estimated that less than 35% of the territory within the District will be devoted to retail business at the end of the District's expenditure period.
 - F. The equalized value of the taxable property in TID #12 plus the value increment of all other existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
 - G. The Project Plan costs directly relate to promoting mixed-use development TID #12 consistent with the purpose for which TID #12 is created.
 - H. The Project Plan is feasible and in conformity with the Master Plan of the City of De Pere (the City of De Pere Comprehensive Plan of 2010).
5. The Common Council, pursuant to Wis. Stats. §66.1105(4)(gm), hereby adopts and approves the Project Plan Amendment to Modify the District Boundaries for TID #12, a copy of which is attached to Resolution PC20-01 and is incorporated herein as is fully set forth.

BE IT FURTHER RESOLVED THAT:

The Development Services Director is authorized and directed to take all actions reasonably necessary to transmit to the Joint Review Board the public records, planning documents, and this Resolution with all deliberate speed.

Resolution #20-13

Page 3 of 3

BE IT FURTHER RESOLVED THAT:

The Development Services Director is authorized and directed to schedule a meeting of the Joint Review Board for the purpose of considering approval of this Resolution and the modification of the District Boundaries of TID #12, City of De Pere.

BE IT FURTHER RESOLVED THAT:

Upon approval of Project Plan Amendment for the Modification of the District Boundaries for TID #12, City of De Pere and pursuant to Wis. Stats. §§66.1105(5)(a), the City Clerk is authorized and directed to submit to as necessary all applications and other materials required or determined necessary by the Wisconsin Department of Revenue for re-determination and certification of the tax incremental base of TID #12.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-13 (9202 : Resolution #20-13 Approving the Proposed Project Plan Amendment to TID #12 District Boundaries.)

PLAN COMMISSION
RESOLUTION PC 20-01

RECOMMENDING ADOPTION OF THE PROPOSED PLAN AMENDMENT TO MODIFY
THE BOUNDARY FOR TAX INCREMENTAL FINANCING DISTRICT No.12

WHEREAS, the proposed project plan amendment to modify the boundary for Tax Incremental Financing District No. 12 (TID #12) was filed with the City Clerk on January 13, 2020 and made available for inspection on weekdays between the hours of 8:00 a.m. and 4:30 p.m., and to any person requesting a copy thereof; and

WHEREAS, a public hearing scheduled pursuant to Wis. Stats. §66.1105(4)(e), which was held on January 27, 2020 affording interested parties a reasonable opportunity to express their views on the proposed boundary amendment as provided at Wis. Stats. §66.1105(4)(a) and (e); and

WHEREAS, notice of such hearing was published by Class 2 publication in the City's official newspaper on January 13, 2020 and January 20, 2020; and

WHEREAS, a meeting pursuant to Wis. Stats. §66.1105(4)(m) of the TID #12 Joint Review Board within fourteen (14) days after the publication of the first notice of the above-referenced public hearing was held on January 21, 2020; and

WHEREAS, at the above-referenced public hearing conducted at the De Pere City Hall Council Chambers on January 27, 2020 at 7:00 p.m., the Plan Commission heard all interested parties, their agents and attorneys, regarding the proposed TID #12 boundary amendment and determined that the Project Plan and the District Boundaries as proposed are in conformity with the City's Comprehensive Plan and are in the best interests of the City in order to foster logical and economic development and further that the private development activities projected would not otherwise occur without tax incremental financing in that part of the City.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Plan Commission of the City of De Pere, Wisconsin, that:

The Plan Commission recommends the District Boundaries for TID #12, City of De Pere, be amended as those boundaries are set forth in the proposed Project Plan Amendment to modify the boundary for such District, a copy of which is attached hereto and incorporated herein as if fully set forth.

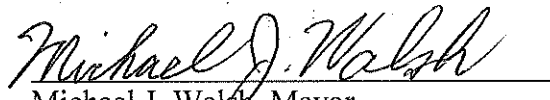
BE IT FURTHER RESOLVED THAT:

The Plan Commission hereby adopts the Project Plan and District Boundary Amendment for Tax Incremental Financing District Number 12, City of De Pere, as prepared and presented by Robert W. Baird & Co. and City staff; further, that such project plan is hereby submitted to the Common Council of the City of De Pere in accordance with Wis. Stats. §66.1105(4)(f).

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 27th day of

January, 2020.

APPROVED:


Michael J. Walsh, Mayor
Plan Commission Chair

Ayes: 6

Nays: 0

Boundary Amendment #1
Tax Incremental District No. 12
in the
CITY OF DE PERE, WISCONSIN



January 10, 2020

(anticipated approval schedule)

Organizational Joint Review Board Meeting Held.....	January 21, 2020
Public Hearing Held.....	January 27, 2020
Adopted by Planning Commission.....	January 27, 2020
Adopted by City Council.....	February 19, 2020
Approved by Joint Review Board.....	February 21, 2020

Prepared by:



Robert W. Baird & Co.
Public Finance
777 E. Wisconsin Ave.
Milwaukee, WI 53202
800.792.2473

City of De Pere
TID #12 Boundary Amendment #1

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City of De Pere
TID #12 Boundary Amendment #1

City of De Pere Officials
Common Council

Michael Walsh	Mayor
James Boyd	Alderspersion – District 1
Amy Chandik Kundinger	Alderspersion – District 1
Jonathon Hansen	Alderspersion – District 2
Ryan Jennings	Alderspersion – District 2
Scott Crevier	Alderspersion – District 3
Dean Raasch	Alderspersion – District 3
Daniel Carpenter	Alderspersion – District 4
Casey Nelson	Alderspersion – District 4

City Staff

Lawrence Delo	City Administrator
Judith Schmidt-Lehman	City Attorney
Daniel Lindstrom	Dir. Of Development Services
Peter Schleinz	Senior Planner
Carey Danen	City Clerk
Joseph Zegers	Finance Director

Planning Commission

Michael Walsh, Mayor	Brenda Busch
James Boyd, Alderspersion	Mark Higgins
Dean Raasch, Alderspersion	Grant Schilling
Derek Beiderwieden	

Joint Review Board

Michael Walsh, Mayor	City Representative
Chad Weininger	Brown County
Bob Mathews	Northeast WI Technical College
Brian Walters	School District of West De Pere
Bill Patzke	Public Member

Introduction and Description of Boundary Amendment

Tax Incremental District No. 12 (the "TID") was created on September 1, 2015 as a mixed-use TID. The TID has a maximum life (absent extension) of 20 years ending September 1, 2035. The expenditure period for the TID ends on September 1, 2030 which is 5 years prior to its unextended termination date. The purpose of the TID is to be the primary public financing tool for development of a mixed-use area comprising of approximately 216 residential lots, 4 multi-family housing projects, 18 industrial sites and related public infrastructure improvements in the City. The area is approximately 357 acres in size.

This TID #12 boundary amendment will accomplish the following:

1. Allow Infinity Machine (Parcel WD-1372), currently located in TID #6, to construct a large expansion of its facility onto property to the rear of the current facility owned by the City and located in TID #12. This expansion will result in increased assessed value of \$2,500,000. This expansion will be served by public improvements created as a part of the TID #12 project plan.
2. Allow Bayside Machine (Parcel WD-1371), currently located in TID #6, to expand its facility (est. over 30,000 square foot expansion) onto property to the rear of the current facility owned by the City and located in TID #12. This expansion will result in increased assessed value of \$2,046,575. This expansion will be served by public improvements created as a part of the TID #12 project plan.
3. Allow for development of Parcel WD-L482-1, located adjacent to the residential development in TID #12, using the public improvements created as a part of TID #12, in the future.
4. The amendment is needed in order to pull the existing facilities into TID #12 as TID #6 is projected to be closing in early 2020.

This amendment only adds boundary to the original TID project plan, and all other subject areas of the original plan remain unchanged. This is the first boundary amendment for the TID. Each municipality can amend a project plan to change boundaries by adding boundary to a TID up to four times during the life of an active TID.

The map on page 6 shows an outline of the complete TID and identifies as contiguous to TID #12, the added parcels. The new boundary outline demonstrates that the entire TID area remains contiguous.

Page 7 of the boundary amendment only list parcels that are in the amended area.

City of De Pere
TID #12 Boundary Amendment #1

The legal description in Exhibit C describes the full TID #12 boundary updated for the amended area.

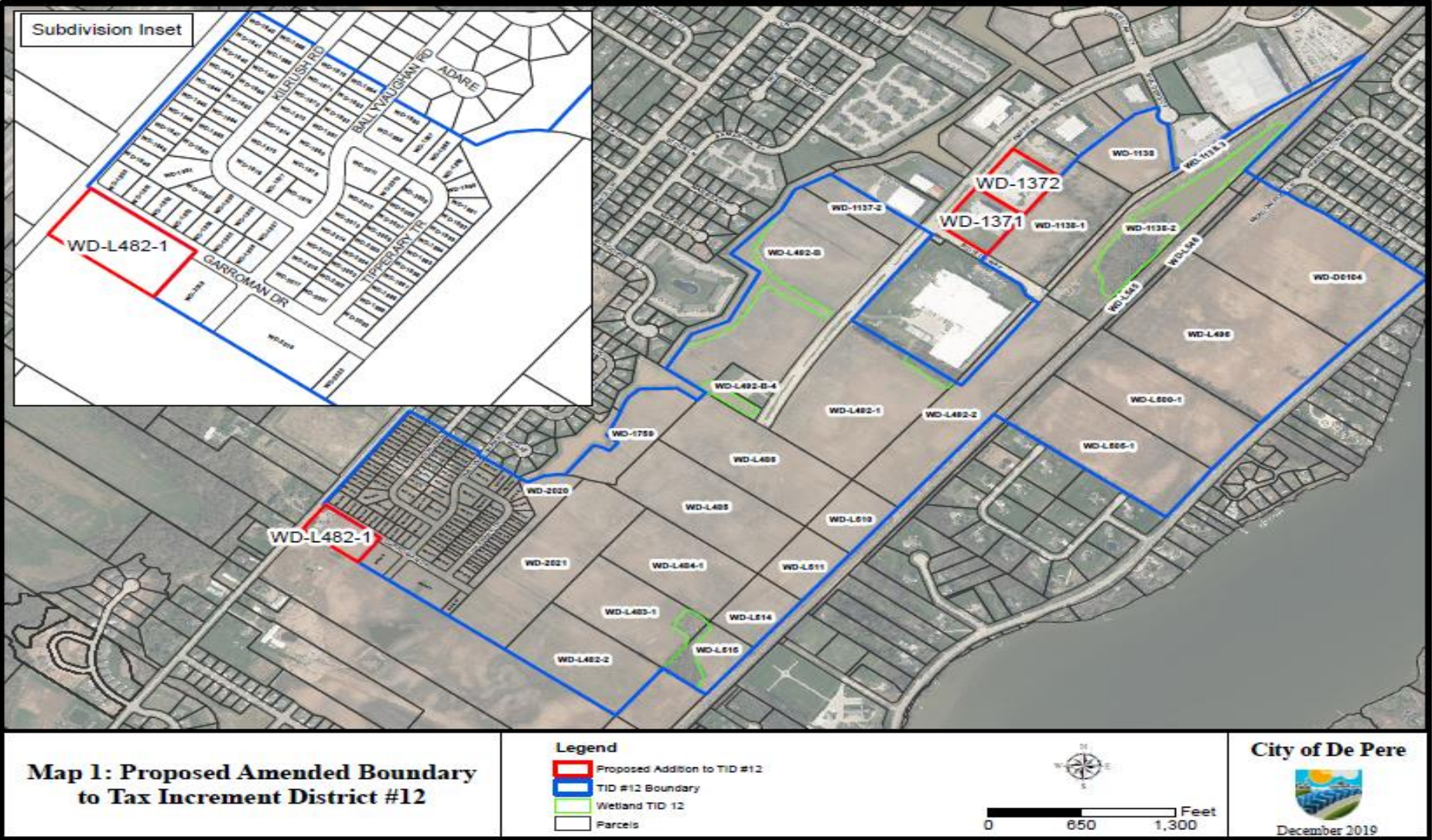
Project 'But' For Statement

Financial assistance through developer grants (as called for in the TID #12 Project Plan) for the expansion of both industrial businesses identified above is necessary in order for the expansions to proceed due to various costs of the following:

1. Cost to purchase the land behind current property.
2. De Pere requirements to uphold building design standards.
3. Developing parking area on purchased property.
4. Removal of exempt wetlands in various areas to allow for adequate parking.
5. Development of storm water retaining ponds along Biotech Way to be in compliance with code.
6. West building wall of Bayside facility will have to be transformed from an expandable sheet panel wall to a permanent structure wall.

City of De Pere
TID #12 Boundary Amendment #1
Map of Boundary Amendment

Map shows an outline of the complete TID and identifies the added parcels. New boundary outline shows that the entire TID area remains contiguous.



City of De Pere
TID #12 Boundary Amendment #1

Preliminary Parcel List and Analysis

As of the 01/01/2020 parcel list.

Parcel Number: WD-L482-1 Valuation: \$265,000

Parcel Number: WD-1371 Valuation: \$1,657,200

Parcel Number: WD-1372 Valuation: \$3,978,700

Total Valuation: \$5,900,900

Equalized Valuation Test

The following calculations demonstrate that the City is in compliance with s.66.1105(4)(gm)4.c. Wis. Stats., which requires that the equalized value of the taxable property in the proposed TID, plus the value increment of any existing Tax Incremental Districts, does not exceed 12% of the total equalized value of taxable property within the City. With the amendment to TID #12, the value increment of all existing Tax Increment Districts will be approximately 7.64%.

Valuation Test Compliance Calculation

2019 Equalized Valuation (TID IN)	\$ 2,209,815,400
Limit for 12% Test	\$ 265,177,848
Increment Value of Existing TIDs	\$ 162,929,100
Projected Base Value of TID Amendment	<u>\$ 5,900,900</u>
Total Value Subject to Test	<u>\$ 168,830,000</u>
Compliance (\$168,830,000 < \$265,177,848)	Meets Requirement

City Attorney Opinion

Exhibit B contains a signed opinion from the City attorney advising whether the boundary amendment is complete and complies with Section 66.1105(4)(h)(2) of the Wisconsin Statutes.

City of De Pere
TID #12 Boundary Amendment #1

EXHIBIT A
CASH FLOW PROFORMA ANALYSIS
Current Status

Assumptions

Annual Inflation During Life of TID.....	1.00%
2019 Gross Tax Rate (per \$1000 Equalized Value).....	\$21.44
Investment rate.....	0.50%
Data above dashed line are actual	

Background Data					Revenues				Expenditures					TID Status		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
Val. Date	TIF District Valuation	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Computer Aid	Investment Proceeds	Total Revenues	Principal	Interest	Existing Debt Service	Non-Bonded Project Exp.	Combined Expenditures	Annual Balance	Year End Cumulative Balance	Cost Recovery
(January 1)					(December 31)											
Base Value 2015\$129,100																
2017	\$147,700		(\$9,900)													2017
2018	\$119,200		(\$6,000)	\$21.93												2018
2019	\$123,100	\$800,000	\$795,231	\$21.44	\$0	\$0	\$4,015	\$4,015	\$15,000	\$7,590	\$22,590	\$65,000	\$87,590	(\$83,575)	\$802,980	2019
2020	\$924,331	\$600,000	\$1,404,474	\$21.44	\$0	\$0	\$3,597	\$3,597	\$45,000	\$14,367	\$59,367	\$65,000	\$124,367	(\$120,770)	\$719,405	2020
2021	\$1,533,574		\$1,419,810	\$21.44	\$17,050	\$0	\$2,993	\$20,043	\$40,000	\$13,863	\$53,863	\$65,000	\$118,863	(\$98,820)	\$598,636	2021
2022	\$1,548,910	\$800,000	\$2,235,299	\$21.44	\$30,112	\$0	\$2,499	\$32,611	\$30,000	\$12,463	\$42,463	\$65,000	\$107,463	(\$74,851)	\$424,965	2022
2023	\$2,364,399		\$2,258,943	\$21.44	\$30,441	\$0	\$2,125	\$32,566	\$30,000	\$11,363	\$41,363	\$65,000	\$106,363	(\$73,797)	\$351,168	2023
2024	\$2,388,043		\$2,282,824	\$21.44	\$47,925	\$0	\$1,756	\$49,681	\$35,000	\$10,263	\$45,263	\$65,000	\$110,263	(\$60,582)	\$290,586	2024
2025	\$2,411,924	\$650,000	\$2,956,943	\$21.44	\$48,432	\$0	\$1,453	\$49,885	\$35,000	\$8,763	\$43,763	\$65,000	\$108,763	(\$58,878)	\$231,708	2025
2026	\$3,086,043		\$2,987,803	\$21.44	\$48,944	\$0	\$1,159	\$50,102	\$40,000	\$7,263	\$47,263	\$65,000	\$112,263	(\$62,160)	\$169,548	2026
2027	\$3,116,903	\$2,500,000	\$5,518,972	\$21.44	\$63,397	\$0	\$848	\$64,245	\$40,000	\$5,513	\$45,513	\$65,000	\$110,513	(\$46,268)	\$123,280	2027
2028	\$5,648,072		\$5,575,453	\$21.44	\$64,059	\$0	\$616	\$64,675	\$40,000	\$4,313	\$44,313	\$65,000	\$109,313	(\$44,638)	\$78,642	2028
2029	\$5,704,553		\$5,632,499	\$21.44	\$118,327	\$0	\$393	\$118,720	\$40,000	\$3,113	\$43,113	\$65,000	\$108,113	\$10,607	\$89,250	2029
2030	\$5,761,599		\$5,690,115	\$21.44	\$119,538	\$0	\$446	\$119,984	\$15,000	\$1,913	\$16,913	\$65,000	\$81,913	\$38,071	\$127,321	2030
2031	\$5,819,215		\$5,748,307	\$21.44	\$120,761	\$0	\$637	\$121,397	\$15,000	\$1,463	\$16,463	\$65,000	\$81,463	\$39,935	\$167,256	2031
2032	\$5,877,407		\$5,807,081	\$21.44	\$121,996	\$0	\$836	\$122,832	\$15,000	\$975	\$15,975	\$65,000	\$80,975	\$41,857	\$209,113	Expenditures Recovered
2033	\$5,936,181		\$5,866,443	\$21.44	\$123,244	\$0	\$1,046	\$124,289	\$15,000	\$488	\$15,488	\$65,000	\$80,488	\$43,802	\$252,915	Expenditures Recovered
2034	\$5,995,543		\$5,926,398	\$21.44	\$124,504	\$0	\$1,265	\$125,768				\$65,000	\$65,000	\$60,768	\$313,684	Expenditures Recovered
2035	\$6,055,498			\$21.44	\$125,777	\$0	\$1,568	\$127,345					\$0	\$127,345	\$441,028	Expenditures Recovered
2036					\$127,062	\$0	\$2,205	\$129,267					\$0	\$129,267	\$570,296	Expenditures Recovered
					\$1,331,565	\$0	\$29,457	\$1,361,022	\$450,000	\$103,706	\$553,706	\$1,040,000	\$1,593,706			

Type of TID: Mixed-Use

2015 Base Certification

2015 TID Inception (9/1/2015)

2030 Final Year to Incur TIF Related Costs

2035 Maximum Legal Life of TID (20 Years)

2036 Final Tax Collection Year

(1) Increment per City Estimates.

City of De Pere
TID #12 Boundary Amendment #1

EXHIBIT A
CASH FLOW PROFORMA ANALYSIS
Current Status with Amendment

Assumptions

Annual Inflation During Life of TID.....	1.00%
2019 Gross Tax Rate (per \$1000 Equalized Value).....	\$21.44
Investment rate.....	0.50%
Data above dashed line are actual	

Example
Pay Go
Rebate

Background Data					Revenues				Expenditures					TID Status			
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
Val. Date	TIF District Valuation	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Computer Aid	Investment Proceeds	Total Revenues	Principal	Interest	Existing Debt Service	Pay Go Developer Rebate	Non-Bonded Project Exp.	Combined Expenditures	Annual Balance	Year End Cumulative Balance	Cost Recovery
(January 1)		(1)															
Base Value																	
2015	\$129,100																
2020	\$6,030,000																
2017	\$147,700		(\$9,900)														
2018	\$119,200		(\$6,000)	\$21.93												-----	\$802,980
2019	\$123,100	\$800,000	\$795,231	\$21.44	\$0	\$0	\$4,015	\$4,015	\$15,000	\$7,590	\$22,590		\$65,000	\$87,590	(\$83,575)	-----	\$719,405
2020	\$6,825,231	\$5,146,575	\$6,010,058	\$21.44	\$0	\$0	\$3,597	\$3,597	\$45,000	\$14,367	\$59,367	\$19,772	\$65,000	\$144,139	(\$140,542)	\$578,863	
2021	\$12,040,058		\$6,130,459	\$21.44	\$17,050	\$0	\$2,894	\$19,944	\$40,000	\$13,863	\$53,863	\$11,667	\$65,000	\$130,529	(\$110,585)	\$468,278	
2022	\$12,160,459	\$800,000	\$7,052,063	\$21.44	\$128,856	\$0	\$2,341	\$131,197	\$30,000	\$12,463	\$42,463	\$11,667	\$65,000	\$119,129	\$12,068	\$480,346	
2023	\$13,082,063		\$7,182,884	\$21.44	\$131,437	\$0	\$2,402	\$133,839	\$30,000	\$11,363	\$41,363	\$11,667	\$65,000	\$118,029	\$15,810	\$496,156	
2024	\$13,212,884		\$7,315,013	\$21.44	\$151,196	\$0	\$2,481	\$153,677	\$35,000	\$10,263	\$45,263	\$11,667	\$65,000	\$121,929	\$31,748	\$527,904	
2025	\$13,345,013	\$650,000	\$8,098,463	\$21.44	\$154,001	\$0	\$2,640	\$156,641	\$35,000	\$8,763	\$43,763	\$11,667	\$65,000	\$120,429	\$36,211	\$564,115	
2026	\$14,128,463		\$8,239,748	\$21.44	\$156,834	\$0	\$2,821	\$159,654	\$40,000	\$7,263	\$47,263	\$11,667	\$65,000	\$123,929	\$35,725	\$599,840	
2027	\$14,269,748	\$2,500,000	\$10,882,445	\$21.44	\$173,631	\$0	\$2,999	\$176,630	\$40,000	\$5,513	\$45,513	\$11,667	\$65,000	\$122,179	\$54,451	\$654,291	
2028	\$16,912,445		\$11,051,570	\$21.44	\$176,660	\$0	\$3,271	\$179,932	\$40,000	\$4,313	\$44,313	\$11,667	\$65,000	\$120,979	\$58,952	\$713,244	Expenditures Recovered
2029	\$17,081,570		\$11,222,385	\$21.44	\$233,320	\$0	\$3,566	\$236,886	\$40,000	\$3,113	\$43,113	\$11,667	\$65,000	\$119,779	\$117,107	\$830,350	Expenditures Recovered
2030	\$17,252,385		\$11,394,909	\$21.44	\$236,946	\$0	\$4,152	\$241,097	\$15,000	\$1,913	\$16,913	\$11,667	\$65,000	\$93,579	\$147,518	\$977,869	Expenditures Recovered
2031	\$17,424,909		\$11,569,158	\$21.44	\$240,608	\$0	\$4,889	\$245,497	\$15,000	\$1,463	\$16,463	\$11,667	\$65,000	\$93,129	\$152,368	\$1,130,237	Expenditures Recovered
2032	\$17,599,158		\$11,745,150	\$21.44	\$244,307	\$0	\$5,651	\$249,958	\$15,000	\$975	\$15,975	\$11,667	\$65,000	\$92,642	\$157,316	\$1,287,553	Expenditures Recovered
2033	\$17,775,150		\$11,922,901	\$21.44	\$248,043	\$0	\$6,438	\$254,481	\$15,000	\$488	\$15,488	\$11,667	\$65,000	\$92,154	\$162,326	\$1,449,880	Expenditures Recovered
2034	\$17,952,901		\$12,102,430	\$21.44	\$251,816	\$0	\$7,249	\$259,065				\$11,667	\$65,000	\$76,667	\$182,399	\$1,632,278	Expenditures Recovered
2035	\$18,132,430			\$21.44	\$255,627	\$0	\$8,161	\$263,788						\$0	\$263,788	\$1,896,067	Expenditures Recovered
2036					\$259,476	\$0	\$9,480	\$268,956						\$0	\$268,956	\$2,165,023	Expenditures Recovered
		\$9,896,575			\$3,059,807 \$0 \$79,048 \$3,138,855				\$450,000 \$103,706		\$553,706		\$183,106 \$1,040,000		\$1,776,812		

Type of TID: Mixed-Use

- 2015 Base Certification
- 2015 TID Inception (9/1/2015)
- 2030 Final Year to Incur TIF Related Costs
- 2035 Maximum Legal Life of TID (20 Years)
- 2036 Final Tax Collection Year

(1) Increment per City Estimates. Includes \$2,500,000 related to Infinity Machine developments and \$2,046,575 related to Bayside Machine developments in 2020.

City of De Pere
TID #12 Boundary Amendment #1

EXHIBIT B
CITY ATTORNEY OPINION

CITY OF DE PERE

City Attorney's Office

335 South Broadway Street, De Pere, WI 54115 | 920-339-4042 | www.de-pere.org



January 13, 2020

The Honorable Michael J. Walsh
 Members of the De Pere Common Council

RE: City of De Pere Boundary Amendment for TID #12

Dear Mayor and Common Council Members:

Pursuant to Wis. Stats. §66.1105(4)(f), any tax incremental financing district project plan must include an opinion of the City Attorney or of an attorney retained by the City advising whether the plan is complete and complies with that statutory section. As the duly appointed City Attorney of the City of De Pere and upon a review of the Boundary and Project Plan for Tax Increment Financing District #12 (TID #12) to which this opinion is to be appended, it is my opinion that such plan contains and adequately addresses the prerequisites set forth at Wis. Stats. §66.1105. This opinion is based on my review of said plan, my review of Wis. Stats. §66.1105 and my experience as a municipal attorney.

It is my further opinion that inasmuch as the project plan is complete and in compliance with the above referenced section, it is in proper form for adoption by the Common Council.

Respectfully submitted,

Judith Schmidt-Lehman
 City Attorney

JSL:amz

J:\Law\TID\TID #12 Boundary Amendment\Attorney Opinion Letter.docx

Attachment: Exhibit B TID#12 Boundary Amendment Final_Updated (9202 : Resolution #20-13 Approving the Proposed Project Plan

EXHIBIT C AMENDED TID #12 BOUNDARY LEGAL DESCRIPTION

All of Lot 2, Volume 57 of Certified Survey Maps, Page 249, Map Number 8234; all of Lot 1, Volume 52 of Certified Survey Maps, Page 324, Map Number 7670; all of Lot 1, Volume 50 of Certified Survey Maps, Page 224, Map Number 7391; all of Lots 1, 2 and Outlot 1 of Volume 53 of Certified Survey Maps, Page 275, Map Number 7774; all of Outlot 7, Garrity's Glen recorded in Volume 22 of Plats, Page 241, Document Number 2193288;

All of Lots 5, 6, 7, and 8, Southwest Business Park First Addition; part of Lot 1, Volume 39 of Certified Survey Maps, Page 3, Map Number 5894;

Part of Lot 2, Volume 40 of Certified Survey Maps, Page 167, Map Number 6087 and corrected by affidavit recorded in Document Number 1745870; part of Lots 99 – 110 and 115 - 125, Williams Grant Subdivision; part of Government Lots 3 and 4, Section 5; part of Government Lot 1, Section 6; being a part of Township 22 North, Range 20 East; all being in the City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the Northwest corner of Lot 103, Williams Grant Subdivision;

thence S52°36'02"E, 1256.15 feet on the northerly line of said Lot 103 to the southeast corner of Outlot 1 of Volume 40 of Certified Survey Maps, Page 167, Map Number 6087, the POINT OF BEGINNING;

thence N30° 13' 22"E, 359.57 feet on the easterly line of said Outlot 1;

thence N65° 54' 06"E, 280.39 feet on the easterly line of said Outlot 1;

thence N26° 24' 56"E, 491.34 feet on the easterly line of said Outlot 1;

thence N51° 08' 02"W, 262.03 feet on the easterly line of said Outlot 1;

thence N42° 04' 27"E, 522.29 feet on the easterly line of said Outlot 1;

thence N27° 08' 05"E, 209.82 feet on the easterly line of said Outlot 1;

thence N60° 31' 43"E, 286.02 feet on the easterly line of said Outlot 1 to the northerly line of Lot 2, Volume 57 of Certified Survey Maps, Page 249, Map Number 8234;

thence S52° 35' 25"E, 892.78 feet on said northerly line extended easterly to the easterly right of way of American Boulevard;

thence S36° 10' 58"W, 952.51 feet on said easterly right of way to the southerly line of Volume 52 of Certified Survey Maps, Page 42, Map Number 7575;

thence S52° 35' 25"E, 963.58 feet on said southerly line to the easterly line of said Volume 52 of Certified Survey Maps, Page 42, Map Number 7575;

thence N36° 10' 58"E, 915.55 feet on said easterly line to the southerly right of way of Biotech Way;

City of De Pere
TID #12 Boundary Amendment #1

thence N52° 35' 25"W, 115.13 feet on said southerly right of way;
 thence N23° 30' 04"W, 103.58 feet on said southerly right of way;
 thence N52° 35' 25"W, 346.95 feet on said southerly right of way;
 thence N36°10'58"E, 80.02 feet to the northerly right of way of Biotech Way being on the easterly line of Southbridge Business Park First Addition;
 thence N52°35'25"W, 400.32 feet of said northerly right of way;
 thence on said northerly right of way 18.59 feet on the arc of a 12.00 foot radius curve to the right, long chord bears N08°12'14"W, 16.79 feet to the easterly right of way of American Boulevard;
 thence N36°10'58"E, 845.07 feet on said easterly right of way to the northerly line of Lot 8, Southwest Business Park First Addition;
 thence S52°35'25"E, 412.13 feet to the northwesterly corner of said Lot 8;
 thence N36° 10' 58"E, 228.54 feet on the easterly line of Southbridge Business Park First Addition;
 thence N45° 40' 26"E, 540.00 feet on said easterly line;
 thence N68° 20' 58"E, 171.27 feet on said easterly line to the southerly right of way of Builder's Court;
 thence 52.29 feet on said southerly right of way on the arc of a 75.00 foot radius curve to the right, having a long chord that bears S01°40'41"E, 51.23 feet;
 thence 140.10 feet on said southerly right of way on the arc of a 75.00 foot radius curve to the left, having a long chord that bears S35°13'08"E, 120.60 feet to the east line of Lot 1, Volume 53 of Certified Survey Maps, Page 275, Map Number 7774;
 thence S05° 54' 55"E, 415.46 feet on said east line to the northerly line of Outlot 1, said Volume 53 of Certified Survey Maps, Page 275, Map Number 7774;
 thence N49° 59' 16"E, 851.54 feet on said northerly line;
 thence N54° 13' 00"E, 823.82 feet on said northerly line to the west right of way of the Wisconsin Central Ltd. railroad right of way;
 thence S38° 38' 38"W, 1322.93 feet on said west right of way;
 thence S51°21'20"E, 141.00 feet to the southwest corner Lot 174, Waterview Heights Fourth Addition;
 thence S51°21'20"E, 150.00 feet on the southerly line of said Waterview Heights Fourth Addition;
 thence S69° 02' 10"E, 73.48 feet on the southerly line of said Waterview Heights Fourth Addition;
 thence S51° 21' 20"E, 131.41 feet on the southerly line of said Waterview Heights Fourth Addition;
 thence S58° 13' 23"E, 197.52 feet on the southerly line of said Waterview Heights Fourth Addition;
 thence S51° 06' 50"E, 902.10 feet on the southerly line of said Waterview Heights Fourth Addition to the westerly right of way of Lost Dauphin Road, C.T.H. "D":

City of De Pere
TID #12 Boundary Amendment #1

thence southwesterly 2818 feet more or less on the westerly right of way of said Lost Dauphin Road to the southerly line of Lot 119, Williams Grant Subdivision;
 thence N52° 13' 45"W, 1509 feet more or less on said southerly line of Lot 119 to the westerly right of way of the Wisconsin Central Ltd. railroad right of way;
 thence S38° 38' 38"W, 3215.43 feet on said westerly right of way to the southerly line of Lot 125, Williams Grant Subdivision;
 thence N51° 27' 06"W, 380.15 feet on said southerly line to the southwest corner of said Lot 125;
 thence S37° 55' 47"W, 537.53 feet on the easterly line of Lot 99, Williams Grant Subdivision to the southerly line of Lot 99, Williams Grant Subdivision;
 thence N52° 29' 37"W, 2742.30 feet on said southerly line to the easterly right of way of Lawrence Drive;
 thence N35°43'24"E, 265.80 feet on said easterly right of way to the southerly line of Garrity's Glen South;
 thence N52° 33' 27"W, 15.10 feet on said southerly line to the former easterly right of way of Lawrence Drive;
 thence northeasterly 1025 feet on the former easterly right of way of Lawrence Drive to the southerly line of Garrity's Glen;
 thence S54° 23' 48"E, 285.25 feet on said southerly line;
 thence S35° 36' 12"W, 13.22 feet on said southerly line;
 thence S54° 23' 48"E, 330.00 feet on said southerly line;
 thence S35° 36' 12"W, 28.71 feet on said southerly line;
 thence S54° 23' 48"E, 424.98 feet on said southerly line;
 thence N63° 08' 53"E, 129.29 feet on said southerly line;
 thence N83° 05' 52"E, 108.20 feet on said southerly line;
 thence S82° 15' 13"E, 39.93 feet on said southerly line to the easterly line of Outlot 1, Garrity's Glen;
 thence N36° 26' 44"E, 322.32 feet on said easterly line;
 thence N65° 16' 50"E, 16.54 feet on said easterly line;
 thence S68° 40' 00"E, 65.77 feet on said easterly line;
 thence S55° 33' 18"E, 49.42 feet on said easterly line;
 thence N38° 39' 00"E, 96.11 feet on said easterly line;
 thence N51° 21' 02"W, 103.92 feet on said easterly line;
 thence N25° 20' 57"E, 206.23 feet on said easterly line;
 thence N18° 57' 48"E, 107.70 feet on said easterly line and the easterly line of Outlot 6, Garrity's Glen;
 thence N28° 44' 16"E, 61.52 feet on said easterly line;
 thence N45° 49' 01"E, 104.38 feet on said easterly line;
 thence N87° 41' 18"E, 264.13 feet on said easterly line;
 thence S52° 36' 03"E, 180.80 feet on said easterly line;
 thence N38° 38' 59"E, 90.02 feet on said easterly line to the northerly line of Lot 103, Williams Grant Subdivision;

City of De Pere
TID #12 Boundary Amendment #1

thence N52° 36' 03"W, 349.36 feet on said northerly line to the POINT OF BEGINNING.

Said described lands contain 384.95 acres of land more or less.

City of De Pere
TID #12 Boundary Amendment #1

DISCLAIMER TEXT

Robert W. Baird & Co. Incorporated is providing this information to you for discussion purposes. The materials do not contemplate or relate to a future issuance of municipal securities. Baird is not recommending that you take any action, and this information is not intended to be regarded as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or the rules thereunder.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #20-14 Establishing the District Boundaries of and Approving the Project Plan for Tax Incremental Financing District Number 15, City of De Pere, Wisconsin.

ATTACHMENTS:

- Reso20-14 (DOCX)
- Exhibit A -ResoPC20-02_Signed (PDF)
- Exhibit B TID#15 project plan boundary De Pere - Final_UPdated (PDF)

RESOLUTION #20-14

ESTABLISHING THE DISTRICT BOUNDARIES OF AND
APPROVING THE PROJECT PLAN FOR TAX INCREMENTAL
FINANCING DISTRICT NUMBER 15, CITY OF DE PERE, WISCONSIN

WHEREAS, pursuant to the direction of the Common Council and with its advice and consent, the Plan Commission of the City of De Pere has taken all steps required by Wis. Stats. §66.1105 for the creation of a Tax Incremental Financing District as provided in Resolution PC20-02 of the Plan Commission of the City of De Pere Recommending Adoption of the Proposed Boundaries of Tax Incremental Financing District No. 15 and the Adoption of the Tax Incremental Financing District No. 15 Project Plan, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in accordance with all the recitations and findings in the above-referenced Resolution of the Plan Commission and the Common Council being aware of all proceedings of the Plan Commission in regard to the creation of Tax Incremental Financing District #15, including the public hearing held thereon before the Plan Commission on January 27, 2020 at 7:00 p.m., the Common Council wishes to adopt this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. The boundaries of the District that shall be named Tax Incremental District Number 15, City of De Pere (TID #15) are hereby established and adopted as specified in the Project Plan, Tax Incremental District No. 15, in the City of De Pere, Wisconsin, attached and incorporated herein as Exhibit B. The District contains only whole units of property as are assessed for general property tax purposes.

2. The Property within the District does not include any annexed territory that was not within the boundaries of the City on January 4, 2004, and contains only whole units of property.
3. The Common Council creates TID #15 as of this date (February 19, 2020), with an effective base value date of January 1, 2020.
4. The Common Council finds and declares that:
 - A. Not less than 50% of the real property within TID #15 is suitable for mixed-use development under Wis. Stats. §66.1105(cm).
 - B. Based upon such findings and the identification and classification of the property in the district, TID #15 is declared to be a mixed-use District.
 - C. The improvement of such area is likely to enhance significantly the value of the District.
 - D. The private development activities projected in the Project Plan would not occur without tax incremental financing.
 - E. It is estimated that less than 35% of the territory within the District will be devoted to retail business at the end of the District's expenditure period.
 - F. Less than 35% of the district is land proposed for newly platted residential development; furthermore, the small portion of the TID dedicated to proposed residential development would be developed at a density at least three units per acre.
 - G. The equalized value of the taxable property in TID #15 plus the value increment of all other existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
 - H. The Project Plan costs directly relate to promoting mixed-use development TID #15 consistent with the purpose for which TID #15 is created.
 - I. The Project Plan is feasible and in conformity with the Master Plan of the City of De Pere (the City of De Pere Comprehensive Plan of 2010).
5. The Common Council, pursuant to Wis. Stats. §66.1105(4)(gm), hereby adopts and approves the Project Plan for TID #15, a copy of which is attached to Resolution PC20-02 and is incorporated herein as is fully set forth.

BE IT FURTHER RESOLVED THAT:

The Development Services Director is authorized and directed to take all actions reasonably necessary to transmit to the Joint Review Board the public records, planning documents, and this Resolution with all deliberate speed.

Resolution #20-14

Page 3 of 3

BE IT FURTHER RESOLVED THAT:

The Development Services Director is authorized and directed to schedule a meeting of the Joint Review Board for the purpose of considering the approval of this Resolution and the creation of TID #15, City of De Pere.

BE IT FURTHER RESOLVED THAT:

Upon approval of Project Plan and District Boundaries for TID #15, City of De Pere and pursuant to Wis. Stats. §66.1105(5)(a), the City Clerk is authorized and directed to submit to as necessary all applications and other materials required or determined necessary by the Wisconsin Department of Revenue for re-determination and certification of the tax incremental base of TID #15.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-14 (9203 : Resolution #20-14 Establishing District Boundaries and Project Plan for TID #15.)

PLAN COMMISSION
RESOLUTION PC 20-02

RECOMMENDING ADOPTION OF THE PROPOSED BOUNDARIES OF TAX
INCREMENTAL FINANCING DISTRICT No.15 AND THE ADOPTION OF THE
TAX INCREMENTAL FINANCING DISTRICT No. 15 PROJECT PLAN

WHEREAS, the proposed project plan for Blighted Area Tax Incremental Financing District No. 15 (TID #15) was filed with the City Clerk on January 13, 2020 and made available for inspection on weekdays between the hours of 8:00 a.m. and 4:30 p.m., and to any person requesting a copy thereof; and

WHEREAS, a public hearing scheduled pursuant to Wis. Stats. §66.1105(4)(e), which was held on January 27, 2020 affording interested parties a reasonable opportunity to express their views on the boundaries of the District and proposed project plan as provided at Wis. Stats. §66.1105(4)(a) and (e); and

WHEREAS, notice of such hearing was published by Class 2 publication in the City's official newspaper on January 13, 2020 and January 20,2020; and

WHEREAS, a meeting pursuant to Wis. Stats. §66.1105(4)(m) of the TID #15 Joint Review Board within fourteen (14) days after the publication of the first notice of the above-referenced public hearing was held on January 21, 2020; and

WHEREAS, at the above-referenced public hearing conducted at the De Pere City Hall Council Chambers on January 27, 2020 at 7:00 p.m., the Plan Commission heard all interested parties, their agents and attorneys, regarding the proposed TID #15 and determined that the Project Plan and the District Boundaries as proposed are in conformity with the City's Comprehensive Plan and are in the best interests of the City in order to foster logical and

economic development and further that the private development activities projected would not otherwise occur without tax incremental financing in that part of the City.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Plan Commission of the City of De Pere, Wisconsin, that:

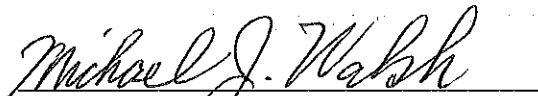
The Plan Commission of the City of De Pere ("Plan Commission") recommends the designation of the District Boundaries for TID #15, City of De Pere, as those boundaries which are set forth in the proposed Project Plan for such District, a copy of which is attached hereto and incorporated herein as if fully set forth.

BE IT FURTHER RESOLVED THAT:

The Plan Commission hereby adopts the Project Plan and District Boundary of Tax Incremental Financing District Number 15, City of De Pere, as prepared and presented by Robert W. Baird & Co. and City staff; further, that such project plan is hereby submitted to the Common Council of the City of De Pere in accordance with Wis. Stats. §66.1105(4)(f).

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 27th day of January, 2020.

APPROVED:


Michael J. Walsh, Mayor
Plan Commission Chair

Ayes: 6

Nays: 0

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District No. 8)**

Project Plan & District Boundary

Tax Incremental District No. 15

(Overlap of Tax Incremental District No. 8)

in the

CITY OF DE PERE, WISCONSIN



January 10, 2020

(anticipated approval schedule)

Organizational Joint Review Board Meeting Held.....	January 21, 2020
Public Hearing Held.....	January 27, 2020
Adopted by Planning Commission.....	January 27, 2020
Adopted by City Council.....	February 19, 2020
Approved by Joint Review Board.....	February 18, 2020

Prepared by:



Robert W. Baird & Co.
Public Finance
777 E. Wisconsin Ave.
Milwaukee, WI 53202
800.792.2473

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

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**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

City of De Pere Officials

Common Council

Michael Walsh	Mayor
James Boyd	Alderspersion – District 1
Amy Chandik Kundinger	Alderspersion – District 1
Jonathon Hansen	Alderspersion – District 2
Ryan Jennings	Alderspersion – District 2
Scott Crevier	Alderspersion – District 3
Dean Raasch	Alderspersion – District 3
Daniel Carpenter	Alderspersion – District 4
Casey Nelson	Alderspersion – District 4

City Staff

Lawrence Delo	City Administrator
Judith Schmidt-Lehman	City Attorney
Daniel Lindstrom	Dir. of Development Services
Peter Schleinz	Senior Planner
Carey Danen	City Clerk
Joseph Zegers	Finance Director

Planning Commission

Michael Walsh, Mayor	Brenda Busch
James Boyd, Alderspersion	Mark Higgins
Dean Raasch, Alderspersion	Grant Schilling
Derek Beiderwieden	

Joint Review Board

Michael Walsh, Mayor	City Representative
Chad Weininger	Brown County
Bob Mathews	Northeast WI Technical College
Brian Walters	School District of West De Pere
Bill Patzke	Public Member

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

Introduction and Description of District

The City plans to use Tax Incremental Financing ("TIF") as a successful economic development programming tool by providing public improvements to encourage and promote industrial, commercial and residential development. The goal is to increase the tax base, to provide for and preserve employment opportunities within the City, and to create and enhance tourism opportunities with the area and region. The City works with developers and property owners to provide infrastructure improvements and incentives for development. Public infrastructure and property improvements will be financed by a combination of TIF increments and debt financing.

Tax Incremental District No. 15 ("TID #15") is being created as an overlap of Tax Incremental District #8 (TID #8). TID #8 was created on August 21, 2007 and expected to terminate (absent extension) ending August 21, 2027. The City has a large proposed development utilizing property currently located in TID #8 that will require TIF incentives. The projected construction schedule for this proposed development has a completion date late in 2021, leaving little time to create increment to repay the required incentives. TID #8 will remain economically solvent even with pulling properties from TID #8 into TID #15. Exhibit A page 21 illustrates the TID #8 current status cash flow analysis and page 22 illustrates the TID #8 current status proforma analysis with the TID #15 overlay.

The proposed TID #15 boundary will generally overlay the current TID #8 boundary, with already developed parcels removed and undeveloped/under developed parcels retained to maximize the opportunity increment potential and developer incentives.

The TID is being created as a "Mixed-Use District." The instant focus of this District is to facilitate a proposed office development parcels WD-0036 and WD-D0035-1-1. This proposed 174,000 square foot, four story corporate office development with a projected cost of \$35 million will require TIF incentives and development of other vacant parcels during the TIDs life. This major project will have a guaranteed assessed value of approximately \$27 million and bring 1,000 employees to the City. Payment in Lieu of Taxes will be required if the property falls below the guaranteed addressed value during the life of the TID.

The City anticipates various public improvement project cost expenditures of approximately \$9,529,200 during the TID's 15-year expenditure period. Included in these project costs is a contingency amount to cover any unanticipated costs that may occur related to public infrastructure needs, financing costs, capitalized interest and administrative and organization costs.

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

As a result of the creation of this TID, the City projects a preliminary and conservative cash flow analysis indicating \$12.414M in increments. The TID increment will primarily be used to pay the debt service costs of the TID, and project development incentives. The City projects land and improvement values (incremental value) of approximately \$33.2M will be created in the TID by the end of 2040. This additional value will be a result of the improvements made and projects undertaken with the TID.

Maps depicting the boundaries and existing uses and conditions of the TID are found in the respective mapping sections of this project plan.

Summary of Findings

As required by s.66.1105 Wis. Stats., and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this TID, the development projected as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In making this determination, the City has considered the following information:
 - Development within the TID has not occurred at the pace anticipated by the City. Infrastructure and other development related expenses are not likely to be borne exclusively by private developers; therefore, the City has concluded that public investment will be required to fully achieve the City’s objectives for this area.
 - To achieve its objectives, the City has determined that it must take an active role in encouraging development by making appropriate public expenditures in the area. Without the availability of tax increment financing, these expenditures are unlikely to be made. Enhancement of this area will complement existing venues in the City, and benefit, not only the City, but all overlapping taxing jurisdictions. Accordingly, the costs to implement the needed projects and programs are appropriately funded through tax increment financing.
 - In order to make the area included within the TID suitable for development, the City will need to make a substantial investment to pay costs of some or all of the projects listed in the project plan such as offsite public infrastructure (stormwater pond, cul-de-sac and two right-of-way intersection improvements) and to maintain a rent structure that does not exceed the upper end of market levels. Due to the public investment that is required, the City has determined that development of the area will not occur at the pace or levels desired solely as a result of private investment.

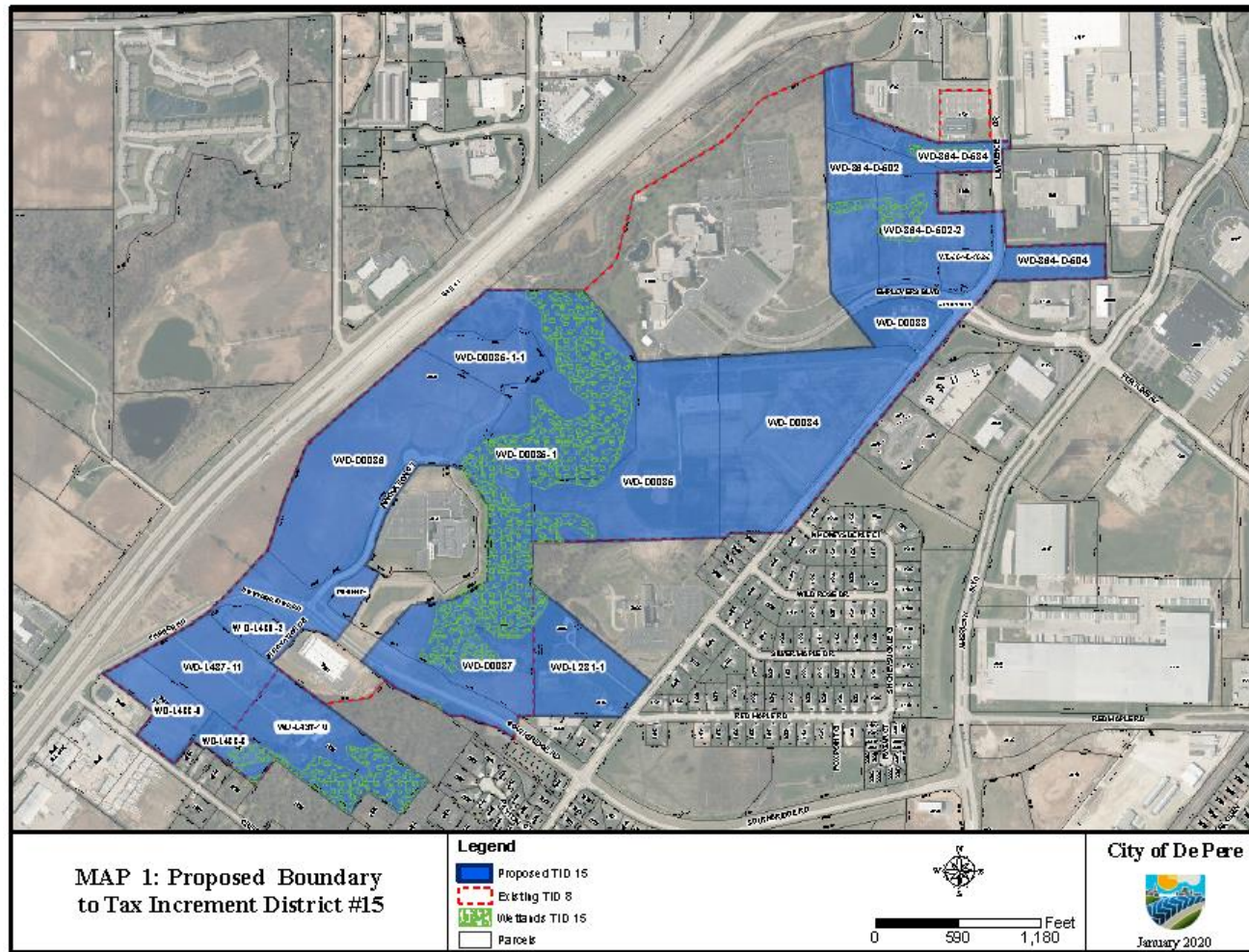
**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

2. The economic benefits of the Tax Incremental District, as measured by increased property values, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:
 - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected and the debt issuance will be more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.
 - Since the development expected to occur is unlikely to take place without the use of Tax Incremental Financing (see Finding #1) and since the TID will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the TID outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the TID is not created.
4. The improvements to be made within the TID are likely to significantly enhance the value of substantially all other real property in the City surrounding the TID.
5. The equalized value of taxable property of the TID does not exceed 12% of the total equalized value of taxable property within the City.
6. The Project Plan for the TID is feasible and is in conformity with the master plan of the City.
7. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b).
8. The TID is being created as a Mixed-Use District. This project plan has met the definition and requirements for a Mixed-Use District. Not less than 50% of the proposed district’s area land is suitable for industrial, commercial and residential use.

City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District No. 8)

Map of Proposed District Overlay Boundary

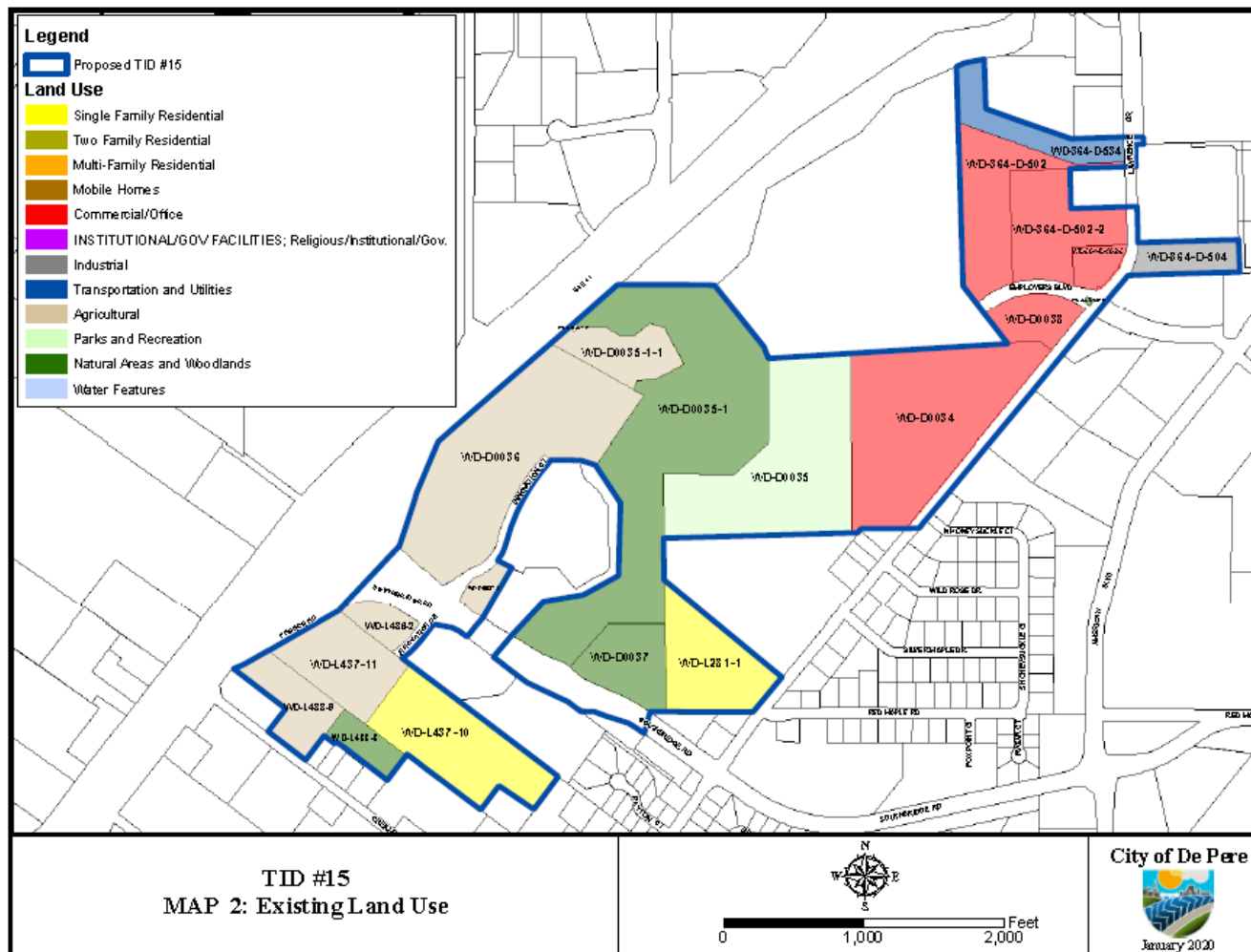
Current Map is reflective of the 01/01/2019 parcel list.



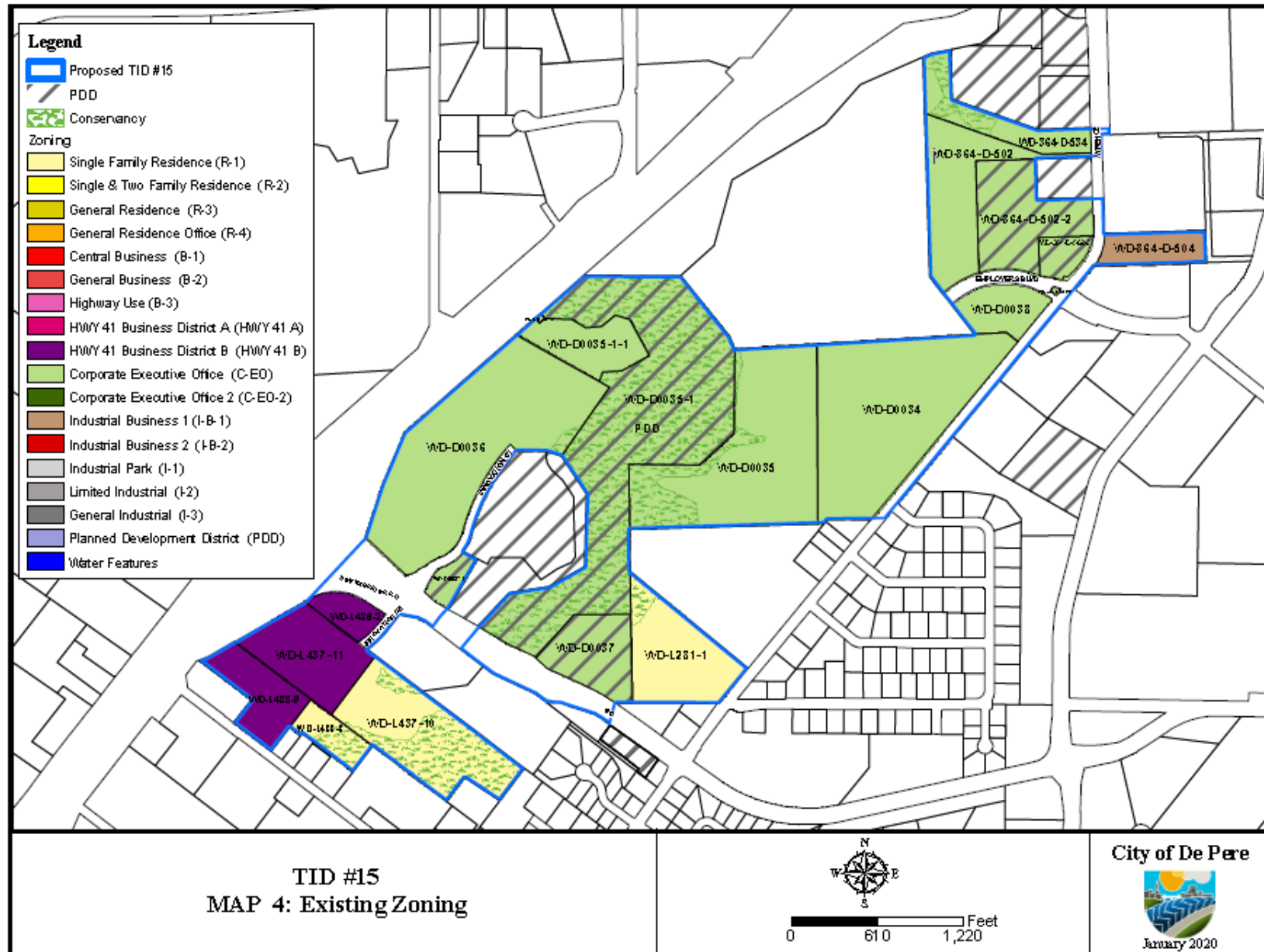
City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)

Maps Showing Existing Uses and Conditions

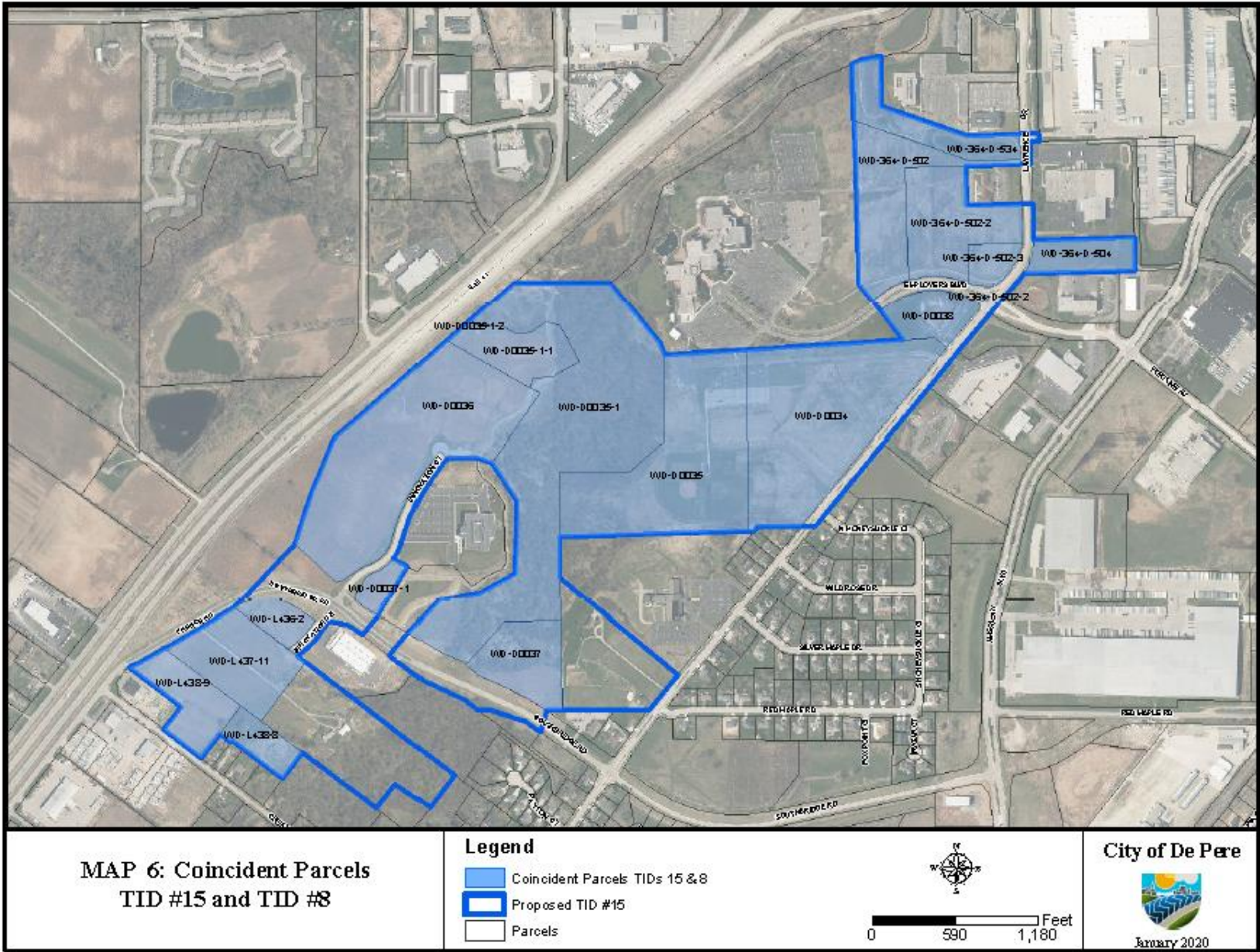
Current Maps are reflective of the 01/01/2019 parcel list.



City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)



City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)



**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District No. 8)**

Preliminary Parcel List and Analysis

As of the 01/01/2019 parcel list.

Parcel Number: WD-D0034

Parcel Number: WD-D0035

Parcel Number: WD-D0035-1

Parcel Number: WD-D0035-1-1

Parcel Number: WD-D0036

Parcel Number: WD-D0037

Parcel Number: WD-D0037-1

Parcel Number: WD-D0038

Parcel Number: WD-L281-1

Parcel Number: WD-L436-2

Parcel Number: WD-L437-10

Parcel Number: WD-L437-11

Parcel Number: WD-L438-8

Parcel Number: WD-L438-9

Parcel Number: WD-364-D-502

Parcel Number: WD-364-D-502-2

Parcel Number: WD-364-D-502-3

Parcel Number: WD-364-D-504

Parcel Number: WD-364-D-534

Total Valuation \$2,504,700

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

Equalized Valuation Test

The following calculations demonstrate that the City is in compliance with s.66.1105(4)(gm)4.c. Wis. Stats., which requires that the equalized value of the taxable property in the proposed TID, plus the value increment of any existing Tax Incremental Districts, does not exceed 12% of the total equalized value of taxable property within the City. With TID #15, the value increment of all existing Tax Increment Districts will be approximately 7.65%.

Valuation Test Compliance Calculation

2019 Equalized Valuation (TID IN)	\$ 2,209,815,400
Limit for 12% Test	\$ 265,177,848
Increment Value of Existing TIDs	\$ 166,577,300*
Projected Base Value of New TID	\$ 2,504,700
Total Value Subject to Test	\$ 169,082,000
Compliance (\$169,082,000 < \$265,177,848) Meets Requirement	

*Includes Amended TID 12 value and reduction for TID 8 parcels overlaid by TID 15.

Statement of Kind, Number and Location of Proposed Projects

The City expects to implement the following public project improvements in conjunction with the 174,000 square foot four story corporate office development and other public infrastructure development opportunities on vacant parcels. Any costs including eligible administrative costs necessary or convenient to the creation of the district or directly or indirectly related to the public works and other projects are considered "project costs" and eligible to be paid with tax increment revenues of the TID.

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

DEVELOPER GRANTS

LOCATION: ENTIRE TID

TOTAL: \$3,306,000

DESCRIPTION: A developer with many years of commercial real estate investment and development experience wants to construct a 174,000-square-foot four-story corporate office building with more than 900 surface parking sites on an 18-acre site. The developer is requesting TID assistance due to the costs of construction and capital for the building of approximately \$3,236,800, the project does not financially perform without the TID assistance. The TIF assistance would be in the form of a Pay Go TIF as a rebate on annual property taxes, payment period estimated at nine years.

DESCRIPTION: Developer to acquire approximately 3.8 acres of City owned property (WD-D0035-1-1) to be used for surface parking and City to acquire approximately 2.07 acres of Developer owned property (Parcel WD-D0036) for a stormwater management facility, City trail, and public trail-access parking lot. Developer land acquisition cost currently estimated at \$69,200 (for 1.73 acres) with a land rebate provided by the City. The office development requires the acquisition of city property and subsequent land divisions in order to create the development property. The property that makes up the site is primarily owned by the Developer (WD-D0036) but does not include a portion of City owned land (WD-D0035-1-1).

INFRASTRUCTURE IMPROVEMENTS

LOCATION: ENTIRE TID

TOTAL: \$3,194,000

DESCRIPTION: City design and construction of the following infrastructure improvements necessary to support the proposed office development and other vacant parcel properties:

- a. Southbridge & Lawrence Drive Intersection - \$334,000
- b. Southbridge and Innovation Court - \$60,000
- c. Innovation Court & Proposed Driveway - \$300,000
- d. General Infrastructure Improvements - \$2,500,000

Any cost savings realized as part of infrastructure work to be shifted to developer incentive. Any cost overruns incurred as part of work to be funded by developer incentive.

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

FINANCING AND INTEREST, CAPITALIZED INTEREST, COST OF ISSUANCE
LOCATION: ENTIRE TID

TOTAL: \$1,729,200

DESCRIPTION: \$3,194,000 Debt financing costs relating to capitalized interest, interest expense, and cost of issuance.

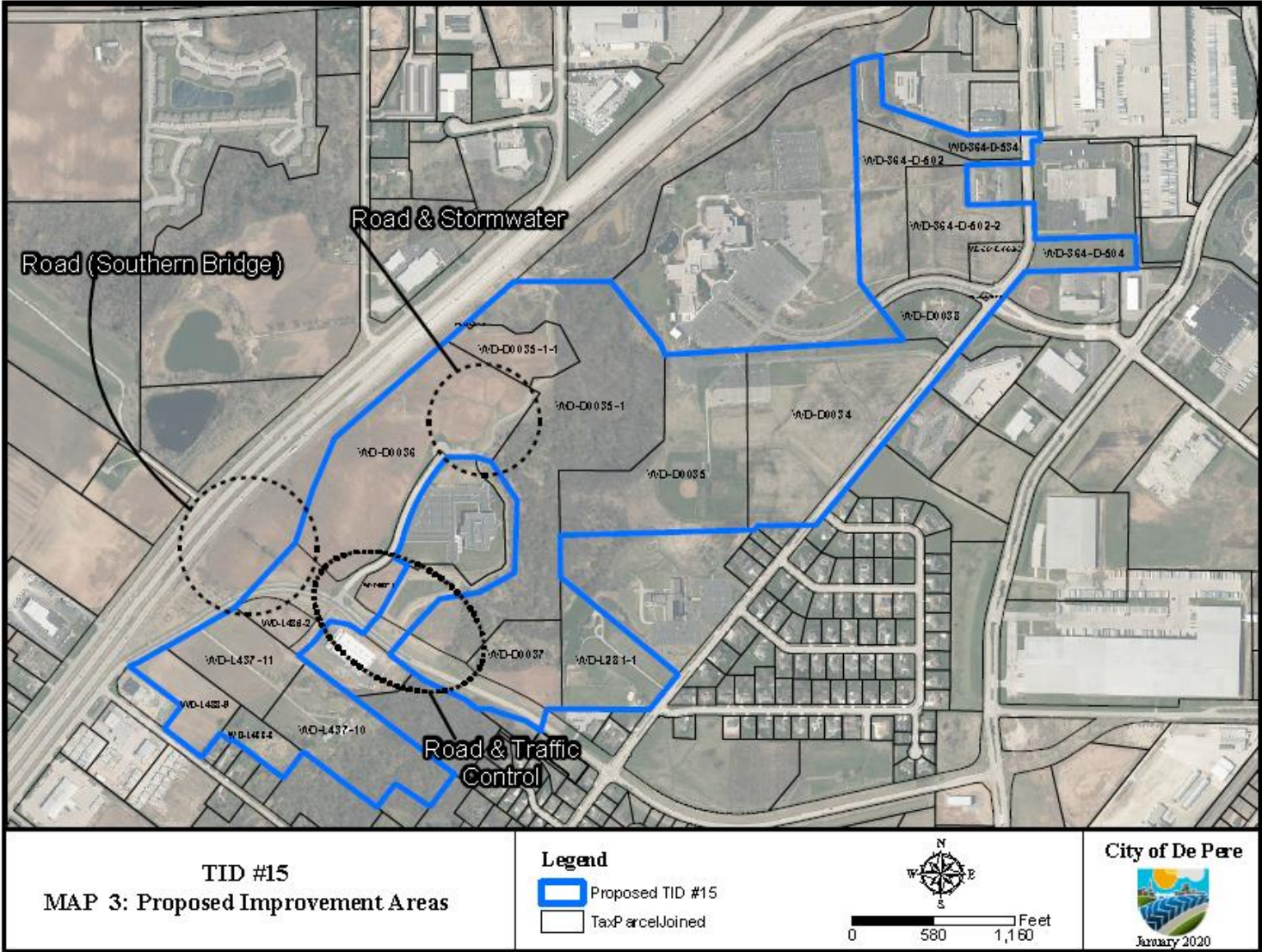
ADMINISTRATIVE / ORGANIZATIONAL FEES
LOCATION: ENTIRE TID

TOTAL: \$ 1,300,000

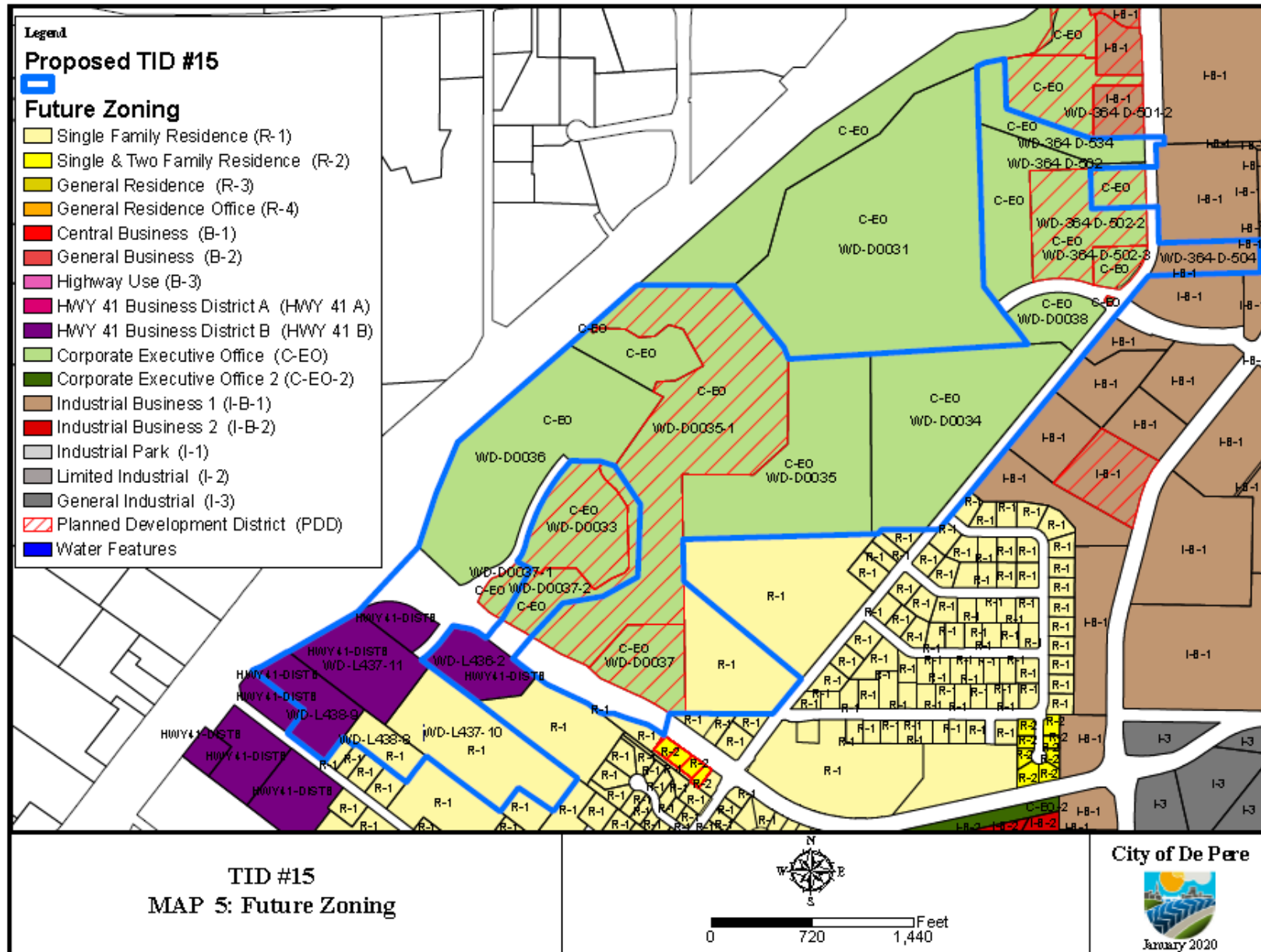
DESCRIPTION: Annual TID and city staff administration fees and professional fees for creation and organization.

City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District No. 8)

Maps Showing Proposed Improvements and Uses



City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)



**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District No. 8)**

Detailed List of Project Costs

DEVELOPER GRANTS	\$3,306,000
INFRASTRUCTURE IMPROVEMENTS	\$3,194,000
FINANCING AND INTEREST, CAPITALIZED INTEREST, COST OF ISSUANCE	\$1,729,200
ADMINISTRATIVE / ORGANIZATIONAL FEES	\$1,300,000
Total	\$9,529,200

The project cost is based on current prices and preliminary estimates. The City reserves the right to increase this cost to reflect inflationary increases and other uncontrollable circumstances between the creation of the TID and the time of construction. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on the best information available. The City retains the right to delete or pursue future projects listed in the prior paragraph, and shown on the map, or change the scope and/or timing of projects implemented as they are individually authorized by the City Common Council, without amending the Plan.

The Plan authorizes the expenditure of funds for project costs within a 1/2-mile radius of the TID boundary.

Economic Feasibility

The information and exhibits contained within this project plan demonstrate that the proposed TID is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Method of Financing and Timing of When Costs are to be Incurred" follows.
- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. This Plan identifies the following: 1) the development

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the TID, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available such as debt issuance will be sufficient to pay all Project Costs.

In order to evaluate the economic feasibility of TID #15 it is necessary to project the amount of tax revenue that can be reasonably generated over the legal life of the TID. Included in Exhibit A is a proforma analysis of TID #15. The proforma analyzes expenses based on project plan costs of TID #15 against projected TID revenue. Tax revenue is conservatively estimated. Cash received from future TID #15 tax increments will be used to fund project costs and implementation of this Plan will also require that the City issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. In 2040, the final year of revenue collection for the TID, it is projected to have repaid all expenditures and is left with a positive surplus balance.

Method of Financing and Timing of When Costs are to be Incurred

The City plans to fund project costs with cash received from future TID #15 tax increments and require the City to issue obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of G.O. and State Trust Fund Loan debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

Board of Commissioners of Public Lands State Trust Fund Loans

The City may issue State Trust Fund Loans to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of State Trust Fund Loan and GO debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds are limited to an agreed percentage of the available annual tax increments collected that result from the improvements

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds issued to developers in this fashion are not general obligations of the City and therefore do not count against the City's borrowing capacity.

Federal/State Loan Grant Programs

The State and Federal governments often sponsor grant and loan programs that municipalities may potentially use to supplement TID expenditures or provide financing for capital costs which positively impact the District. These programs include Wisconsin Community Development Block Grants, Rural Development Administration Community Facility Loan/Grants, Transportation Economic Assistance Grants, and Economic Development Administration Grants. These programs require local match funding to ensure State and Federal participation in the project.

The actual amount of debt issuance will be determined by the City at its convenience and as dictated by the nature of the projects as they are implemented.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area, and appropriate inducements to encourage development of the area. The City anticipates making total project expenditures of approximately \$9,529,200 to undertake the projects listed in this Project Plan. The Expenditure Period of this District is 15 years from the date of adoption of the Creation Resolution by the Common Council. The projects to be undertaken pursuant to this Project Plan are expected to be financed primarily with tax increments and debt proceeds. The City reserves the right to alter the implementation of this Plan to accomplish this objective. Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

Annexed Property

There are no lands proposed for inclusion within the TID that were annexed by the City on or after January 1, 2004.

Proposed Changes in Zoning Ordinances

The City does not anticipate that the TID will require a change in zoning ordinances to implement this project plan. The current property in the TID is zoned Corporate Executive Office, Industrial and Residential.

Proposed Changes in Master Plan, Map, Building Codes and Town Ordinances

The City does not anticipate that the TID will require any changes in the master plan, map, building codes, and City ordinances to implement this project plan.

Relocation

The City does not anticipate the need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable state statutes as required in Wisconsin Statutes Chapter 32.

Orderly Development of the City

The creation of the TID will enable the City to undertake projects in furtherance of the stated objectives of its Comprehensive Plan and other planning documents. To this extent, the creation of the TID promotes the orderly development of the City.

A List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the TID or are not eligible to be paid with tax increment, or costs not eligible to be paid with Tax Incremental Financing funds. Examples would include:

- A public improvement made within the TID that also benefits property outside the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

- A public improvement made outside the TID that only partially benefits property within the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.
- Projects undertaken within the TID as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not anticipate any non-project costs for the TID.

City Attorney Opinion

Exhibit B contains a signed opinion from the City attorney advising whether the project plan amendment is complete and complies with Section 66.1105(4)(f) of the Wisconsin Statutes.

City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District No. 8)

EXHIBIT A
CASH FLOW PROFORMA ANALYSIS
TID #8 Current Status

Assumptions

Annual Inflation During Life of TID.....	1.00%
2019 Gross Tax Rate (per \$1000 Equalized Value).....	\$21.44
Investment rate.....	0.50%
Data above dashed line are actual	

Background Data					Revenues				Expenditures					TID Status		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
Val. Date	TIF District Valuation	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Computer Aid	Investment Proceeds	Total Revenues	Principal	Interest	Existing Debt Service	Non-Bonded Project Exp.	Combined Expenditures	Annual Balance	Year End Cumulative Balance	Cost Recovery
(January 1)														(December 31)		
Recertified Base Value 2016 \$36,633,200																
2017	\$45,521,900		\$13,374,700													
2018	\$50,007,900		\$14,258,300	\$21.93												
2019	\$50,891,500		\$14,767,215	\$21.44	\$293,307	\$229,321	\$3,485	\$526,113	\$230,721	\$70,384	\$301,105	\$65,000	\$366,105	\$160,008	\$856,915	
2020	\$51,400,415		\$15,281,219	\$21.44	\$305,698	\$229,321	\$4,285	\$539,304	\$242,000	\$64,260	\$306,260	\$65,000	\$371,260	\$168,044	\$1,024,959	
2021	\$51,914,419		\$15,800,363	\$21.44	\$316,609	\$229,321	\$5,125	\$551,055	\$234,000	\$59,936	\$293,936	\$65,000	\$358,936	\$192,119	\$1,217,077	
2022	\$52,433,563		\$16,324,699	\$21.44	\$327,629	\$229,321	\$6,085	\$563,036	\$226,000	\$54,647	\$280,647	\$65,000	\$345,647	\$217,388	\$1,434,466	
2023	\$52,957,899		\$16,854,278	\$21.44	\$338,760	\$229,321	\$7,172	\$575,253	\$231,000	\$49,209	\$280,209	\$65,000	\$345,209	\$230,044	\$1,664,510	Expenditures Recovered
2024	\$53,487,478		\$17,389,153	\$21.44	\$350,002	\$229,321	\$8,323	\$587,645	\$238,000	\$43,284	\$281,284	\$65,000	\$346,284	\$241,361	\$1,905,870	Expenditures Recovered
2025	\$54,022,353		\$17,929,376	\$21.44	\$361,356	\$229,321	\$9,529	\$600,206	\$245,000	\$36,624	\$281,624	\$65,000	\$346,624	\$253,582	\$2,159,453	Expenditures Recovered
2026	\$54,562,576		\$18,475,002	\$21.44	\$372,823	\$229,321	\$10,797	\$612,942	\$265,000	\$29,459	\$294,459	\$65,000	\$359,459	\$253,483	\$2,412,936	Expenditures Recovered
2027	\$55,108,202			\$21.44	\$384,406	\$229,321	\$12,065	\$625,792	\$270,000	\$21,550	\$291,550	\$65,000	\$356,550	\$269,242	\$2,682,177	Expenditures Recovered
2028				\$21.44	\$396,104	\$229,321	\$13,411	\$638,836	\$210,000	\$13,231	\$223,231		\$223,231	\$415,605	\$3,097,782	Expenditures Recovered
2029				\$21.44					\$155,000	\$5,813	\$160,813		\$160,813	(\$160,813)	\$2,936,969	Expenditures Recovered
\$0					\$3,446,694	\$2,293,210	\$80,276	\$5,820,180	\$2,546,721	\$448,397	\$2,995,118	\$585,000	\$3,580,118			

Type of TID: Mixed-Use

- 2007 Base Certification
- 2007 TID Inception (8/21/2007)
- 2022 Final Year to Incur TIF Related Costs
- 2027 Maximum Legal Life of TID (20 Years)
- 2028 Final Tax Collection Year

Assumptions	
Annual Inflation During Life of TID.....	1.00%
2019 Gross Tax Rate (per \$1000 Equalized Value).....	\$21.44
Investment rate.....	0.50%
Data above dashed line are actual	

Type of TID: Mixed-Use	
2007	Base Certification
2007	TID Inception (8/21/2007)
2022	Final Year to Incur TIF Related Costs
2027	Maximum Legal Life of TID (20 Years)
2028	Final Tax Collection Year

City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District No. 8)

EXHIBIT A
CASH FLOW PROFORMA ANALYSIS
TID #15

Assumptions	
Annual Inflation During Life of TID.....	1.00%
2019 Gross Tax Rate (per \$1000 Equalized Value).....	\$21.44
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	0.50%
Data above dashed line are actual	

\$3,425,000 Taxable G.O. Bonds Dated October 1, 2020	
Amount for Projects.....	\$3,194,000
Capitalized Interest.....	\$159,833
Cost of Issuance (est.).....	\$69,575
Rounding.....	\$1,592
Less: Reoffering Premium.....	\$0

\$3,306,000 Developer Outlay / Repayment Beginning December 1, 2022	
Developer Outlay.....	\$3,306,000
Total Int. Due to Developer....	\$0
Total Payments to Developer....	\$3,306,000
Shortfall to Developer.....	\$0

Background Data					Revenues			Expenditures										TID Status						
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)		(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)	(u)	(v)	(w)
Year	TIF District Valuation	Inflation Increment	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Investment Proceeds	Total Revenues	Year	Principal	Interest	Capitalized Interest	Debt Service	Net Revenues After DS	Developer Outlay	Interest Due to Developer	Annual (Shortfall)/ Surplus	Balance Due to Developer	Payment to Developer	Admin. Expenses	Combined Expenditures	Annual Balance	Year End Cumulative Balance	Cost Recovery
	(1)									(12/1)	(6/1 & 12/1)	(6/1 & 12/1)		70%		EST. RATE=						(December 31)		
	Base Value																							
2020	\$2,504,700		\$10,000,000	\$10,000,000	\$21.44	\$0	\$0	\$0	2020					\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$12,504,700	\$125,047	\$17,000,000	\$27,125,047	\$21.44	\$0	\$0	\$0	2021		\$159,833	(\$159,833)	\$0				\$0	\$0	\$0	\$65,000	\$65,000	(\$65,000)	(\$65,000)	
2022	\$29,629,747	\$296,297		\$27,421,344	\$21.44	\$214,400	\$0	\$214,400	2022		\$137,000		\$137,000	\$54,180	\$3,306,000	\$0	(\$3,251,820)	(\$3,251,820)	\$54,180	\$65,000	\$256,180	(\$41,780)	(\$106,780)	
2023	\$29,926,044	\$299,260		\$27,720,605	\$21.44	\$581,561	\$0	\$581,561	2023	\$145,000	\$137,000		\$282,000	\$209,693		\$0	\$209,693	(\$3,042,127)	\$209,693	\$65,000	\$556,693	\$24,868	(\$81,912)	
2024	\$30,225,305	\$302,253		\$28,022,858	\$21.44	\$587,914	\$0	\$587,914	2024	\$150,000	\$131,200		\$281,200	\$214,700		\$0	\$214,700	(\$2,827,428)	\$214,700	\$65,000	\$560,900	\$27,014	(\$54,898)	
2025	\$30,527,558	\$305,276		\$28,328,134	\$21.44	\$594,330	\$0	\$594,330	2025	\$155,000	\$125,200		\$280,200	\$219,891		\$0	\$219,891	(\$2,607,537)	\$219,891	\$65,000	\$565,091	\$29,239	(\$25,659)	
2026	\$30,832,834	\$308,328		\$28,636,462	\$21.44	\$600,810	\$0	\$600,810	2026	\$160,000	\$119,000		\$279,000	\$225,267		\$0	\$225,267	(\$2,382,270)	\$225,267	\$65,000	\$569,267	\$31,543	\$5,884	
2027	\$31,141,162	\$311,412		\$28,947,873	\$21.44	\$607,355	\$29	\$607,385	2027	\$170,000	\$112,600		\$282,600	\$227,329		\$0	\$227,329	(\$2,154,941)	\$227,329	\$65,000	\$574,929	\$32,456	\$38,340	
2028	\$31,452,573	\$314,526		\$29,262,399	\$21.44	\$613,966	\$192	\$614,157	2028	\$175,000	\$105,800		\$280,800	\$233,216		\$0	\$233,216	(\$1,921,725)	\$233,216	\$65,000	\$579,016	\$35,141	\$73,482	
2029	\$31,767,099	\$317,671		\$29,580,070	\$21.44	\$620,642	\$367	\$621,010	2029	\$185,000	\$98,800		\$283,800	\$235,790		\$0	\$235,790	(\$1,685,936)	\$235,790	\$65,000	\$584,590	\$36,420	\$109,902	
2030	\$32,084,770	\$320,848		\$29,900,918	\$21.44	\$627,386	\$550	\$627,935	2030	\$190,000	\$91,400		\$281,400	\$242,190		\$0	\$242,190	(\$1,443,745)	\$242,190	\$65,000	\$588,590	\$39,345	\$149,247	
2031	\$32,405,618	\$324,056		\$30,224,974	\$21.44	\$634,197	\$746	\$634,943	2031	\$200,000	\$83,800		\$283,800	\$245,278		\$0	\$245,278	(\$1,198,468)	\$245,278	\$65,000	\$594,078	\$40,865	\$190,112	
2032	\$32,729,674	\$327,297		\$30,552,271	\$21.44	\$641,076	\$951	\$642,026	2032	\$205,000	\$75,800		\$280,800	\$252,193		\$0	\$252,193	(\$946,275)	\$252,193	\$65,000	\$597,993	\$44,033	\$234,146	
2033	\$33,056,971	\$330,570		\$30,882,841	\$21.44	\$648,023	\$1,171	\$649,194	2033	\$215,000	\$67,600		\$282,600	\$255,796		\$0	\$255,796	(\$690,478)	\$255,796	\$65,000	\$603,396	\$45,798	\$279,943	
2034	\$33,387,541	\$333,875		\$31,216,716	\$21.44	\$655,041	\$1,400	\$656,440	2034	\$225,000	\$59,000		\$284,000	\$259,728		\$0	\$259,728	(\$430,750)	\$259,728	\$65,000	\$608,728	\$47,712	\$327,655	
2035	\$33,721,416	\$337,214		\$31,553,930	\$21.44	\$662,128	\$1,638	\$663,766	2035	\$230,000	\$50,000		\$280,000	\$267,490		\$0	\$267,490	(\$163,260)	\$267,490	\$65,000	\$612,490	\$51,277	\$378,932	
2036	\$34,058,630	\$340,586		\$31,894,516	\$21.44	\$669,286	\$1,895	\$671,181	2036	\$240,000	\$40,800		\$280,800	\$271,940		\$0	\$163,260	\$0	\$163,260	\$65,000	\$509,060	\$162,121	\$541,053	
2037	\$34,399,216	\$343,992		\$32,238,509	\$21.44	\$676,516	\$2,705	\$679,222	2037	\$250,000	\$31,200		\$281,200	\$276,721						\$65,000	\$346,200	\$333,022	\$874,074	Expenditures Recovered
2038	\$34,743,209	\$347,432		\$32,585,941	\$21.44	\$683,818	\$4,370	\$688,189	2038	\$260,000	\$21,200		\$281,200	\$281,833						\$65,000	\$346,200	\$341,989	\$1,216,063	Expenditures Recovered
2039	\$35,090,641	\$350,906		\$32,936,847	\$21.44	\$691,194	\$6,080	\$697,274	2039	\$270,000	\$10,800		\$280,800	\$287,276						\$65,000	\$345,800	\$351,474	\$1,567,537	Expenditures Recovered
2040	\$35,441,547	\$354,415		\$33,291,263	\$21.44	\$698,643	\$7,838	\$706,480	2040					\$489,050						\$65,000	\$65,000	\$641,480	\$2,209,017	Expenditures Recovered
2041						\$706,166	\$11,045	\$717,211	2041					\$494,316								\$717,211	\$2,926,228	Expenditures Recovered
	\$6,445,352	\$27,000,000				\$12,414,452	\$40,977	\$12,455,428		\$3,425,000	\$1,658,033	(\$159,833)	\$4,923,200	\$5,243,876	\$3,306,000	\$0	\$0		\$3,306,000	\$1,300,000	\$9,529,200			

Type of TID: Mixed-Use

- 2020 TID Inception (2/18/2020)
 2035 Final Year to Incur TIF Related Costs
 2040 Maximum Legal Life of TID (20 Years)
 2041 Final Tax Collection Year

(1) Increment per City Estimates.

Robert W. Baird & Co. Incorporated ("Baird") is not recommending any action to you. Baird is not acting as an advisor to you and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934. Baird is acting for its own interests. You should discuss the information contained herein with any and all internal or external advisors and experts you deem appropriate before acting on the information. Baird seeks to serve as an underwriter (or placement agent) on a future transaction and not as a financial advisor or municipal advisor. The primary role of an underwriter (or placement agent) is to purchase, or arrange for the placement of, securities in an arm's length commercial transaction with the issuer, and it has financial and other interests that differ from those of the issuer. The information provided is for discussion purposes only, in seeking to serve as underwriter (or placement agent). See "Important Disclosures" contained herein.

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District No. 8)**

**EXHIBIT B
CITY ATTORNEY OPINION**

CITY OF DE PERE

City Attorney's Office

335 South Broadway Street, De Pere, WI 54115 | 920-339-4042 | www.de-pere.org



January 13, 2020

The Honorable Michael J. Walsh
Members of the De Pere Common Council

RE: City of De Pere Creation of Mixed-Use TID #15

Dear Mayor and Common Council Members:

Pursuant to Wis. Stats. §66.1105(4)(f), any tax incremental financing district project plan must include an opinion of the City Attorney or of an attorney retained by the City advising whether the plan is complete and complies with that statutory section. As the duly appointed City Attorney of the City of De Pere and upon a review of the Boundary and Project Plan for Tax Increment Financing District #15 (TID #15) to which this opinion is to be appended, it is my opinion that such plan contains and adequately addresses the prerequisites set forth at Wis. Stats. §66.1105. This opinion is based on my review of said plan, my review of Wis. Stats. §66.1105 and my experience as a municipal attorney.

It is my further opinion that inasmuch as the project plan is complete and in compliance with the above referenced section, it is in proper form for adoption by the Common Council.

Respectfully submitted,

Judith Schmidt-Lehman
City Attorney

JSL:amz

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**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

**EXHIBIT C
TID #15 BOUNDARY LEGAL DESCRIPTION**

All of the NW ¼ of the SE ¼, part of the NE ¼, part of the SE ¼, part of the SW ¼ of the SE ¼, part of the NE ¼ of the NE ¼, part of the SE ¼ of the NE ¼, part of the SW ¼ of the NE ¼, part of the SE ¼ of the NW ¼, part of the NE ¼ of the SW ¼, Part of Government Lot 1, and part of Government Lot 2, Section 31, T23N, R20E, and part of the NW ¼ of the NW ¼, part of the SW ¼ of the NW ¼, part of the SE ¼ of the NW ¼, and part of the NW ¼ of the SW ¼, Section 32, T23N, R20E, and part of Government Lot 2, Section 6, T22N, R20E, and part of Lots 59, 60, and 61, Williams Grant, all in the City of De Pere, Brown County, Wisconsin, described as follows:

BEGINNING at the South ¼ Corner of said Section 31;
thence N89°50'08"W, 113.41 feet on the south line of said Section 31 to the northerly right of way of Southbridge Road;
thence S14°28'14"W, 160.55 feet to the southerly right of way of Southbridge Road;
thence N54°23'03"W, 28.17 feet on said southerly right of way;
thence on said southerly right of way 108.69 feet on the arc of a 1385.39 foot radius curve to the left, long chord bears N56°37'54"W, 108.67 feet;
thence N71°41'58"W, 256.12 feet on said southerly right of way;
thence N89°50'08"W, 94.81 feet on said southerly right of way;
thence N52°43'52"W, 112.17 feet on said southerly right of way;
thence N65°06'50"W, 322.83 feet on said southerly right of way;
thence N52°26'40"W, 313.48 feet on said southerly right of way;
thence N42°55'20"E, 530.30 feet on a southwesterly extension of an easterly line of Outlot 1 of Volume 58, Certified Survey Maps, Page 41;
thence N80°46'37"E, 289.07 feet on an easterly line of said Outlot 1;
thence N60°56'30"E, 286.84 feet on an easterly line of said Outlot 1;
thence N01°53'22"E, 516.35 feet on an easterly line of said Outlot 1;
thence N33°44'22"W, 328.03 feet on an easterly line of said Outlot 1;
thence N72°33'12"W, 107.81 feet on a northerly line of said Outlot 1 to the northeast corner of Lot 2 of Volume 57, Certified Survey Maps, Page 255;
thence N89°21'29"W, 209.79 feet on the north line of said Lot 2 to the easterly right of way of Innovation Court;
thence on said easterly right of way 681.89 feet on the arc of a 1427.87 foot radius curve to the left, long chord bears S28°28'11"W, 675.43 feet;
thence on said easterly right of way 136.53 feet on the arc of a 335.00 foot radius curve to the right, long chord bears S26°27'49"W, 135.58 feet;
thence S62°41'37"E, 113.42 feet on a southerly line of said Lot 2 to the northeasterly corner of Lot 1 of Volume 58, Certified Survey Maps, Page 41;
thence S30°05'00"W, 415.42 feet on the easterly line of said Lot 1 to the northerly right of way of Southbridge Road;

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

thence S37°18'33"W, 172.64 feet to the southerly right of way of Southbridge Road;
 thence N52°41'27"W, 78.72 feet on said southerly right of way;
 thence N64°37'06"W, 56.45 feet on said southerly right of way;
 thence N79°23'24"W, 131.99 feet on said southerly right of way to the easterly right of way of Innovation Drive;
 thence S37°11'04"W, 45.62 feet on said easterly right of way;
 thence S37°31'27"W, 102.31 feet on said easterly right of way;
 thence on said easterly right of way 186.00 feet on the arc of a 633.41 foot radius curve to the right, long chord bears S46°56'48"W, 185.33 feet to the northerly line of Lot 60, Williams Grant;
 thence S52°52'06"E, 1397.47 feet on said northerly line to the westerly line of lands described in Volume 624 of Records, Page 066;
 thence S37°06'31"W, 291.25 feet on said westerly line to the northerly line of Lot 17, Clairmoor Estates 1st Addition;
 thence N52°02'59"W, 298.02 feet on said northerly line to the northwesterly corner thereof;
 thence S37°05'00"W, 215.89 feet on the westerly line of said Lot 17 to the northerly line of Lot 61, Williams Grant;
 thence N52°54'59"W, 658.00 feet on said northerly line to the easterly line of lands described in Jacket 01169, Image 15;
 thence S37°20'20"W, 233.26 feet on said easterly line to the northerly line of lands described in Jacket 16113, Image 09;
 thence N52°39'40"W, 450.65 feet on said northerly line extended northwesterly to the westerly line of lands described in Volume 649 of Records, Page 618;
 thence S37°20'20"W, 20.00 feet on said westerly line to the northerly line of lands described in Volume 696 of Records, Page 605;
 thence N52°39'40"W, 100.00 feet on said northerly line to the easterly line of Lot 2 of Volume 47, Certified Survey Maps, Page 173;
 thence S37°20'20"W, 217.25 feet on said easterly line to the northerly right of way of Creamery Road;
 thence N52°39'40"W, 336.61 feet on said northerly right of way to the easterly line of Lot 1 of Volume 47, Certified Survey Maps, Page 173;
 thence N37°46'46"E, 204.74 feet on said easterly line to the northerly line of said Lot 1;
 thence N52°39'40"W, 467.99 feet on said northerly line to the easterly right of way of French Road;
 thence N67°37'13"E, 78.31 feet on said easterly right of way;
 thence N60°18'17"E, 209.24 feet on said easterly right of way;
 thence S52°54'59"E, 2.03 feet on said easterly right of way;
 thence N60°15'13"E, 571.14 feet on said easterly right of way;
 thence N42°59'44"E, 632.73 feet to the intersection of the northerly right of way of Southbridge Road and the easterly right of way of Interstate 41;

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

thence N18°14'51"E, 401.79 feet on said easterly right of way;
 thence N22°54'21"E, 392.79 feet on said easterly right of way;
 thence N48°50'13"E, 1693.79 feet on said easterly right of way to the north line of Lot 1 of Volume 10, Certified Survey Maps, Page 329;
 thence S89°47'03"E, 689.12 feet on said north line;
 thence S38°49'13"E, 562.53 feet and a northeasterly line of said Lot 1;
 thence S21°09'40"E, 90.01 feet on an northeasterly line of said Lot 1 to the north line of the NW ¼ of the SE ¼ of said Section 31;
 thence N86°27'52"E, 1706.17 feet on said north line and the north line of the NE ¼ of the SE ¼ of said Section 31 to the southeast corner of Lot 1 of Volume 10, Certified Survey Maps, Page 321;
 thence N37°42'10"W, 519.00 feet on the east line of said Lot 1;
 thence N01°43'38"W, 1562.56 feet on the east line of said Lot 1 to the northeast corner thereof;
 thence N66°17'07"E, 66.09 feet on the north line of Outlot 2 of De Pere Business Park;
 thence N78°54'42"E, 140.54 feet on said north line of Outlot 2 to the northeast corner thereof;
 thence S01°44'54"E, 354.51 feet on the east line of said Outlot 2 to the north line of lands described in Jacket 12912, Image 35;
 thence S70°44'44"E, 643.48 feet on said north line;
 thence N88°17'01"E, 515.17 feet on said north line extended easterly to the east right of way of Lawrence Drive;
 thence S01°43'19"E, 54.88 feet on said east right of way;
 thence S88°16'41"W, 60.00 feet on said east right of way;
 thence S01°43'19"E, 158.00 feet on said east right of way to the easterly extension of the north line of Lot 1 of Volume 41, Certified Survey Maps, Page 72;
 thence S88°16'41"W, 470.01 feet on said extended north line of said Lot 1 the northwest corner thereof;
 thence S01°43'19"E, 284.00 feet on the west line of said Lot 1 to the southwest corner thereof;
 thence N88°16'41"E, 470.01 feet on the south line of said Lot 1 extended easterly to the east right of way of Lawrence Drive;
 thence S01°43'19"E, 244.86 feet on said east right of way;
 thence on said east right of way 13.13 feet on the arc of a 405.72 foot radius curve to the right, long chord bears S00°47'42"E, 13.13 feet;
 thence N88°16'43"E, 717.44 feet to the west line of Outlot 1 of Volume 39, Certified Survey Maps, Page 72;
 thence S01°43'15"E, 230.05 feet on said west line to the north line of Lot 2 of Volume 39, Certified Survey Maps, Page 72;
 thence S88°16'53"W, 798.15 feet on said north line and the north line of Lot 1 of Volume 33, Certified Survey Maps, Page 248 extended westerly to the easterly right of way of Lawrence Drive;

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

thence on said easterly right of way 31.36 feet on the arc of a 405.72 foot radius curve to the right, long chord bears S37°18'38"W, 31.36 feet;
thence S39°31'31"W, 173.02 feet on said easterly right of way to the north right of way of Fortune Avenue;
thence S39°27'26"W, 186.67 feet to the south right of way of Fortune Avenue;
thence S39°31'42"W, 666.93 feet on the easterly right of way of Lawrence Drive;
thence S39°31'44"W, 520.00 feet on said easterly right of way;
thence S39°31'42"W, 410.00 feet on said easterly right of way;
thence S39°31'51"W, 193.46 feet on said easterly right of way to the northerly right of way of North Honeysuckle Circle;
thence S39°31'18"W, 94.00 feet to the southerly right of way of North Honeysuckle Circle;
thence S39°31'18"W, 60.17 feet on the easterly right of way of Lawrence Drive
thence S89°36'55"W, 412.97 feet on the easterly extension of the north line of lands described in Volume 354 of Deeds, Page 107;
thence S39°22'34"W, 36.79 feet of the westerly line of said described lands and the westerly line of Lot 2 of Volume 41, Certified Survey Maps, Page 264 to the south line of the NE ¼ of The SE ¼ of said Section 31;
thence S88°18'00"W, 1385.42 feet on said south line and the north line of the SW ¼ of the SE ¼ of said Section 31 to the northwest corner thereof;
thence S00°48'06"E, 296.27 feet on the west line of said SW ¼ of the SE ¼ to the northeasterly line of lands described in Jacket 05535, Image 03;
thence S50°28'31"E, 1086.86 feet on said northeasterly line to the westerly right of way of Lawrence Drive;
thence S39°31'27"W, 323.78 feet on said westerly right of way to the south line of said Section 31;
thence N89°50'08"W, 619.15 feet on said south line to the South ¼ Corner of said Section 31, to the Point of Beginning.

Said described lands contain 243.36 acres more or less.

**City of De Pere
TID #15 Project Plan & District Boundary
(Overlap of Tax Incremental District #8)**

DISCLAIMER TEXT

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If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #20-15 Establishing the District Boundaries of and Approving the Project Plan for Tax Incremental Financing District Number 16, City of De Pere, Wisconsin.

ATTACHMENTS:

- Reso20-15 (DOCX)
- Exhibit A - ResoPC20-03_Signed (PDF)
- Exhibit B TID#16 project plan De Pere Final_Updated (PDF)

RESOLUTION #20-15

ESTABLISHING THE DISTRICT BOUNDARIES OF AND
APPROVING THE PROJECT PLAN FOR TAX INCREMENTAL
FINANCING DISTRICT NUMBER 16, CITY OF DE PERE, WISCONSIN

WHEREAS, pursuant to the direction of the Common Council and with its advice and consent, the Plan Commission of the City of De Pere has taken all steps required by Wis. Stats. §66.1105 for the creation of a Tax Incremental Financing District as provided in Resolution PC20-03 of the Plan Commission of the City of De Pere Recommending Adoption of the Proposed Boundaries of Tax Incremental Financing District No. 16 and the Adoption of the Tax Incremental Financing District No. 16 Project Plan, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in accordance with all the recitations and findings in the above-referenced Resolution of the Plan Commission and the Common Council being aware of all proceedings of the Plan Commission in regard to the creation of Tax Incremental Financing District #16, including the public hearing held thereon before the Plan Commission on January 27, 2020 at 7:00 p.m., the Common Council wishes to adopt this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. The boundaries of the District that shall be named Tax Incremental District Number 16, City of De Pere (TID #16) are hereby established as specified in the Project Plan, Tax Incremental District No. 16, in the City of De Pere, Wisconsin, attached and incorporated herein as Exhibit B. The District contains only whole units of property as are assessed for general property tax purposes.

2. The Property within the District was acquired by the City on February 11, 2014 and does not include any annexed territory that was not within the boundaries of the City on January 4, 2004, and contains only whole units of property.
3. The Common Council creates TID #16 as of this date (February 19, 2020), with an effective base value date of January 1, 2020.
4. The Common Council finds and declares that:
 - A. Not less than 50% of the real property within TID #16 is In need of "rehabilitation or conservation work" and is suitable for rehabilitation work as defined in Wis. Stats. §66.1337(2m).
 - B. Based upon such findings and the identification and classification of the property in the district, TID #16 is declared to be a rehabilitation or conservation district.
 - C. The improvement of such area is likely to enhance significantly the value of the District.
 - D. The private development activities projected in the Project Plan would not occur without tax incremental financing.
 - E. It is estimated that less than 35% of the territory within the District will be devoted to retail business at the end of the District's expenditure period.
 - F. The equalized value of the taxable property in TID #16 plus the value increment of all other existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
 - G. The Project Plan costs directly relate to promoting rehabilitating and/or conservation of the area and residential development in TID #16 consistent with the purpose for which TID #16 is created.
 - H. The Project Plan is feasible and in conformity with the Master Plan of the City of De Pere (the City of De Pere Comprehensive Plan of 2010).
5. The Common Council, pursuant to Wis. Stats. §66.1105(4)(gm), hereby adopts and approves the Project Plan for TID #16, a copy of which is attached to Resolution PC20-03 and is incorporated herein as is fully set forth.

BE IT FURTHER RESOLVED THAT:

The Development Services Director is authorized and directed to take all actions reasonably necessary to transmit to the Joint Review Board the public records, planning documents, and this Resolution with all deliberate speed.

BE IT FURTHER RESOLVED THAT:

The Development Services Director is authorized and directed to schedule a meeting of the Joint Review Board for the purpose of considering the approval of this Resolution and the creation of TID #16, City of De Pere.

BE IT FURTHER RESOLVED THAT:

Upon approval of Project Plan and District Boundaries for TID #16, City of De Pere and pursuant to Wis. Stats. §66.1105(5)(a), the City Clerk is authorized and directed to submit to as necessary all applications and other materials required or determined necessary by the Wisconsin Department of Revenue for determination and certification of the tax incremental base of TID #16.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

PLAN COMMISSION
RESOLUTION PC 20-03

RECOMMENDING ADOPTION OF THE PROPOSED BOUNDARIES OF TAX
INCREMENTAL FINANCING DISTRICT No.16 AND THE ADOPTION OF THE
TAX INCREMENTAL FINANCING DISTRICT No. 16 PROJECT PLAN

WHEREAS, the proposed project plan for Blighted Area Tax Incremental Financing District No. 16 (TID #16) was filed with the City Clerk on January 13, 2020 and made available for inspection on weekdays between the hours of 8:00 a.m. and 4:30 p.m., and to any person requesting a copy thereof; and

WHEREAS, a public hearing scheduled pursuant to Wis. Stats. §66.1105(4)(e), which was held on January 27, 2020 affording interested parties a reasonable opportunity to express their views on the boundaries of the District and proposed project plan as provided at Wis. Stats. §66.1105(4)(a) and (e); and

WHEREAS, notice of such hearing was published by Class 2 publication in the City's official newspaper on January 13, 2020 and January 20, 2020; and

WHEREAS, a meeting pursuant to Wis. Stats. §66.1105(4)(m) of the TID #16 Joint Review Board within fourteen (14) days after the publication of the first notice of the above-referenced public hearing was held on January 21, 2020; and

WHEREAS, at the above-referenced public hearing conducted at the De Pere City Hall Council Chambers on January 27, 2020 at 7:00 p.m., the Plan Commission heard all interested parties, their agents and attorneys, regarding the proposed TID #16 and determined that the Project Plan and the District Boundaries as proposed are in conformity with the City's Comprehensive Plan and are in the best interests of the City in order to foster logical and

economic development and further that the private development activities projected would not otherwise occur without tax incremental financing in that part of the City.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Plan Commission of the City of De Pere, Wisconsin, that:

The Plan Commission of the City of De Pere ("Plan Commission") hereby finds that Parcel ED-768, the sole property located within proposed TID #16 District Boundary, is a "blighted area" as defined in Wis. Stats. §66.1105(2)(ae).

BE IT FURTHER RESOLVED THAT:

The Plan Commission further recommends the designation of the District Boundaries for TID #16, City of De Pere, as those boundaries which are set forth in the proposed Project Plan for such District, a copy of which is attached hereto and incorporated herein as if fully set forth.

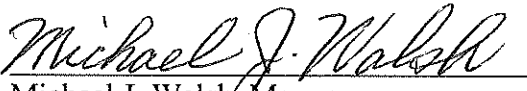
BE IT FURTHER RESOLVED THAT:

The Plan Commission hereby adopts the Project Plan and District Boundary of Tax Incremental Financing District Number 16, City of De Pere, as prepared and presented by Robert W. Baird & Co. and City staff; further, that such project plan is hereby submitted to the Common Council of the City of De Pere in accordance with Wis. Stats. §66.1105(4)(f).

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 27th day of

January, 2020.

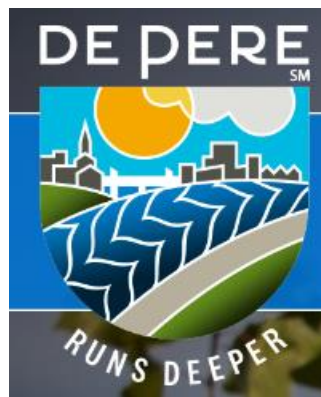
APPROVED:


Michael J. Walsh, Mayor
Plan Commission Chair

Ayes: 6

Nays: 0

Project Plan & District Boundary
Tax Incremental District No. 16
in the
CITY OF DE PERE, WISCONSIN



January 10, 2020

(anticipated approval schedule)

Organizational Joint Review Board Meeting Held.....	January 21, 2020
Public Hearing Held.....	January 27, 2020
Adopted by Planning Commission.....	January 27, 2020
Adopted by City Council.....	February 19, 2020
Approved by Joint Review Board.....	February 21, 2020

Prepared by:



Robert W. Baird & Co.
 Public Finance
 777 E. Wisconsin Ave.
 Milwaukee, WI 53202
 800.792.2473

City of De Pere
TID #16 Project Plan & District Boundary

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City of De Pere Officials

Common Council

Michael Walsh	Mayor
James Boyd	Aldersperson – District 1
Amy Chandik Kundinger	Aldersperson – District 1
Jonathon Hansen	Aldersperson – District 2
Ryan Jennings	Aldersperson – District 2
Scott Crevier	Aldersperson – District 3
Dean Raasch	Aldersperson – District 3
Daniel Carpenter	Aldersperson – District 4
Casey Nelson	Aldersperson – District 4

City Staff

Lawrence Delo	City Administrator
Judith Schmidt-Lehman	City Attorney
Daniel Lindstrom	Dir. of Development Services
Peter Schleinz	Senior Planner
Carey Danen	City Clerk
Joseph Zegers	Finance Director

Planning Commission

Michael Walsh, Mayor	Brenda Busch
James Boyd, Aldersperson	Mark Higgins
Dean Raasch, Aldersperson	Grant Schilling
Derek Beiderwieden	

Joint Review Board

Michael Walsh, Mayor	City Representative
Chad Weininger	Brown County
Bob Mathews	Northeast WI Technical College
Dawn Foeller	Unified School District of De Pere
Bill Patzke	Public Member

Introduction and Description of District

The City plans to use Tax Incremental Financing ("TIF") as a successful economic development programming tool by providing public improvements to encourage and promote industrial, commercial and residential development. The goal is to increase the tax base, to provide for and preserve employment opportunities within the City, and to create and enhance tourism opportunities with the area and region. The City works with developers and property owners to provide infrastructure improvements and incentives for development. Public infrastructure and property improvements will be financed by a combination of TIF increments and debt financing.

Tax Incremental District No. 16 (the "TID") and the accompanying Project Plan (The "Plan") is being created to redevelop 123 North Broadway Street, a City owned downtown public parking lot into a 38,000 square foot, four-story mixed-use residential/commercial space building. The redevelopment (herein referred to as "123 North Broadway") will feature approximately 2,660 square feet of commercial space. A variety of residential rental space (including short term-rental units, and one or two-bedroom apartment units), together with on-site parking and other amenities. This redevelopment would be a great fit for the downtown as the City has a strong demand for additional housing options as well as quality spaces for expansion of the City's downtown commercial economy.

123 North Broadway is a planned redevelopment located on a 0.24-acre site in the downtown (Parcel ED-769). Initial discussions identified the potential redevelopment of the parcel into a mixed-use building estimated to cost \$6,100,000 and resulting in an estimated \$4,000,000 increase in assessed value. The identified developer requests \$1,350,000 in TID assistance to account for the extraordinary costs of construction and capital for the building. The City applied for a \$250,000 Wisconsin Economic Development Corporation Community Development Investment Grant to assist with financing the redevelopment project. For the purposes of this Plan, the City anticipates financing the full \$1,350,000 through a taxable general obligation debt borrowing. Neither the City nor the developer are obligated to redevelop the site as specifically outlined above. All redevelopment proposals requesting TIF assistance shall be accompanied by a development agreement outlining the terms of the agreed-upon redevelopment.

The proposed TID is classified as a Rehabilitation District. The primary focus of this district is to promote redevelopment and rehabilitation of an empty parcel currently used for parking for commercial and housing demand. The maximum life (absent extension) of the TID is 27 years from the date of adoption.

City of De Pere
TID #16 Project Plan & District Boundary

The expenditure period is 22 years. The City anticipates during the TID's expenditure period various public improvement project cost expenditures, financing costs, capitalized interest, annual administration, and organizational costs identified in the project plan of approximately \$2,358,800. The City is including in these project costs a contingency amount to cover any unanticipated costs that may occur related to public infrastructure needs.

As a result of the creation of this TID, the City projects a preliminary and conservative cash flow analysis indicating \$2.431M in increments. The TID increment will primarily be used to pay the debt service costs of the TID, with very little, if any, increment available as direct project incentives, unless the TID exceeds projections. The City anticipates land and improvement values (incremental value) to increase by approximately \$5.2M which includes a \$1.2M inflationary increment by the end of 2048. This additional value will be a result of the improvements made and projects undertaken with the TID.

Maps depicting the boundaries and existing uses and conditions of the TID are found in the respective mapping sections of this project plan.

Summary of Findings

As required by s.66.1105 Wis. Stats., and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" the creation of this TID, the development projected as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In making this determination, the City has considered the following information:
 - Development within the TID has not occurred at the pace anticipated by the City. Infrastructure and other development-related expenses are not likely to be borne exclusively by private developers; therefore, the City has concluded that public investment will be required to fully achieve the City's objectives for this area.
 - To achieve its objectives, the City has determined that it must take an active role in encouraging development by making appropriate public expenditures in the area. Without the availability of tax increment financing, these expenditures are unlikely to be made. Enhancement of this area will complement existing venues in the City's downtown, promote housing, and benefit, not only the City, but all overlapping taxing jurisdictions. Accordingly, the costs to implement the needed projects and programs are appropriately

City of De Pere
TID #16 Project Plan & District Boundary

funded through tax increment financing.

- In order to make the area included within the TID suitable for development, the City will need to make a substantial investment to pay for the costs of some or all of the projects listed in the project plan. Due to the public investment that is required, the City has determined that redevelopment of the area will not occur at the pace or levels desired solely as a result of private investment.
2. The economic benefits of the Tax Incremental District, as measured by increased housing and property values, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:
 - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected and the debt issuance will be more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.
 3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.
 - Since the development expected to occur is unlikely to take place without the use of Tax Incremental Financing (see Finding #1) and since the TID will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the TID outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the TID is not created.
 4. The improvements to be made within the TID are likely to significantly enhance the value of substantially all other real property in the City's downtown surrounding the TID.
 5. The equalized value of taxable property of the TID does not exceed 12% of the total equalized value of taxable property within the City.
 6. The Project Plan for the TID is feasible and is in conformity with the master plan of the City.
 7. The City estimates that less than 35% of the territory within the District

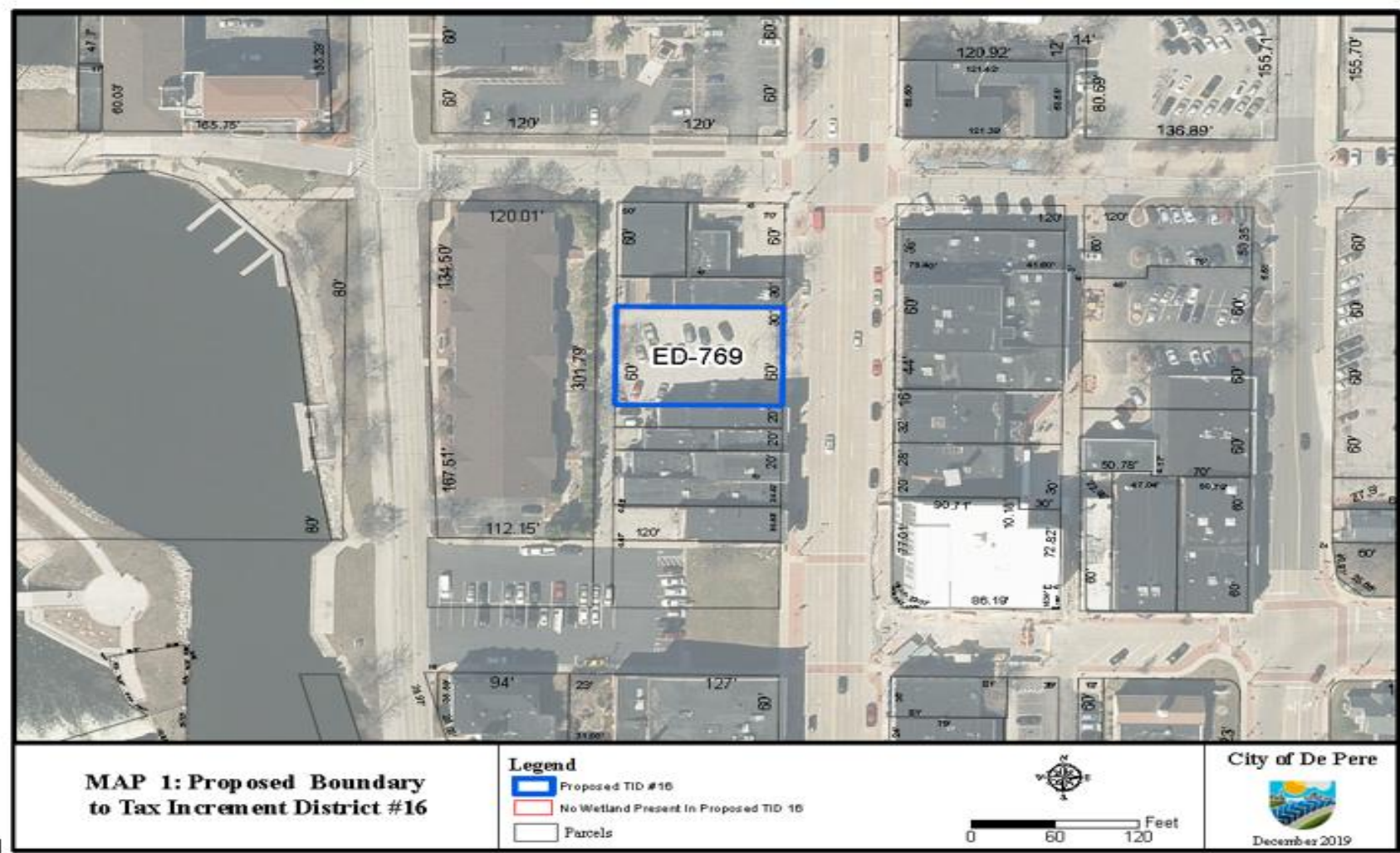
City of De Pere**TID #16 Project Plan & District Boundary**

will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b).

8. The TID is being created by the City as a Rehabilitation District. This project plan has met the definition and requirements for a Rehabilitation District. 50% or more of the proposed district's area is in need of rehabilitation because of age and obsolescence.

City of De Pere
TID #16 Project Plan & District Boundary
Map of Proposed District Boundary

Current Map is reflective of the 01/01/2019 parcel list (123 N Broadway De Pere).



Maps Showing Existing Uses and Conditions

123 N Broadway (Parcel ED-769) is currently zoned Commercial-B1 and is in need of rehabilitation.



City of De Pere
TID #16 Project Plan & District Boundary

Preliminary Parcel List and Analysis

As of the 01/01/2019 parcel list.

Parcel Number: ED-769

Valuation: \$0

Equalized Valuation Test

The following calculations demonstrate that the City is in compliance with s.66.1105(4)(gm)4.c. Wis. Stats., which requires that the equalized value of the taxable property in the proposed TID, plus the value increment of any existing Tax Incremental Districts, does not exceed 12% of the total equalized value of taxable property within the City. With TID #16, the value increment of all existing Tax Increment Districts will be approximately 7.64%.

Valuation Test Compliance Calculation

2019 Equalized Valuation (TID IN)	\$ 2,209,815,400
Limit for 12% Test	\$ 265,177,848
Increment Value of Existing TIDs	\$ 168,830,000
Projected Base Value of New TID	\$ 0
Total Value Subject to Test	\$ 168,830,000
Compliance (\$168,830,000 < \$265,177,848) Meets Requirement	

Statement of Kind, Number and Location of Proposed Projects

The City expects to implement the following public project improvements in conjunction with this TID. Any costs including eligible administrative costs necessary or convenient to the creation of the district or directly or indirectly related to the public works and other projects are considered "project costs" and eligible to be paid with tax increment revenues of the TID.

City of De Pere
TID #16 Project Plan & District Boundary

CITY PARKING LOT, 123 NORTH BROADWAY, DEVELOPER GRANTS
 LOCATION: ENTIRE TID

TOTAL: \$1,350,000

DESCRIPTION: Redevelop 123 North Broadway Street, a City owned downtown public parking lot. A developer with more than 20 years of commercial real estate investment and development experience is interested in acquiring the property and constructing a 38,000 square foot, four-story mixed-use building. The building will feature approximately 2,660 square feet of commercial store front space facing Broadway and 4 fully furnished short term-rental units on the first floor, 10 one and 4 two-bedroom apartment units on the second, third, and fourth floors, 19 indoor, heated parking spaces would be in the basement, a secure elevator access from street and parking levels, courtyard and raised patio space facing Broadway, and parklet green spaces along Broadway would complete the project. The developer is requesting TID assistance due to the costs of construction and capital for the building, the project does not financially perform without the TID assistance.

FINANCING AND INTEREST, CAPITALIZED INTEREST, COST OF ISSUANCE
 LOCATION: ENTIRE TID

TOTAL: \$738,800

DESCRIPTION: \$1,350,000 Debt financing costs relating to capitalized interest, interest expense, and cost of issuance.

ADMINISTRATIVE / ORGANIZATIONAL FEES
 LOCATION: ENTIRE TID

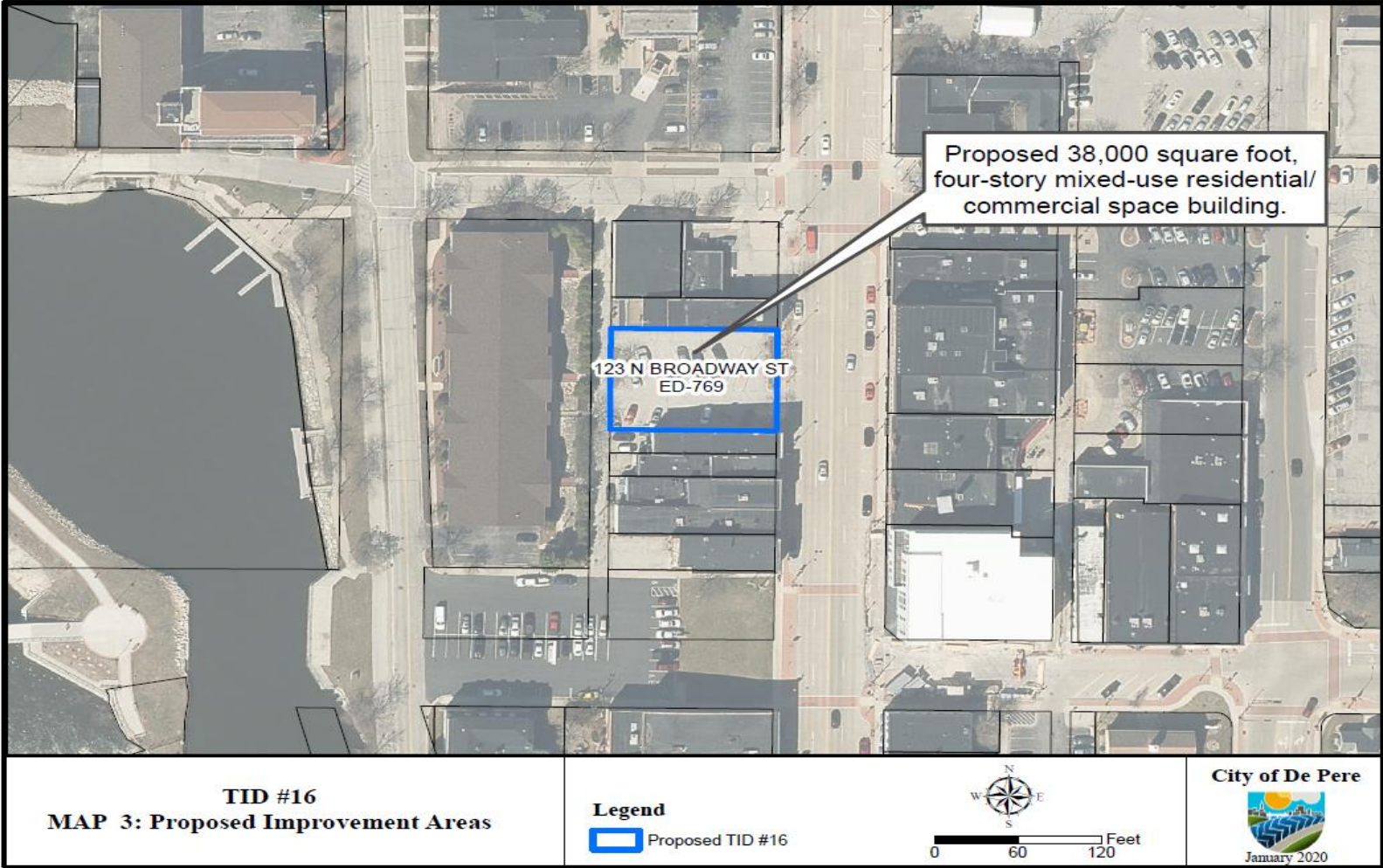
TOTAL: \$ 270,000

DESCRIPTION: Annual TID administration and city staff fees, and professional fees for creation and organization.

City of De Pere
TID #16 Project Plan & District Boundary

Maps Showing Proposed Improvements and Uses

Redevelop 123 North Broadway Street, a City owned downtown public parking lot into a 38,000 square foot, four-story mixed-use residential/commercial space building.



City of De Pere
TID #16 Project Plan & District Boundary

Detailed List of Project Costs

CITY PARKING LOT, 123 NORTH BROADWAY, DEVELOPER GRANTS	\$1,350,000
FINANCING AND INTEREST, CAPITALIZED INTEREST, COST OF ISSUANCE	\$738,800
ADMINISTRATIVE / ORGANIZATIONAL FEES	\$270,000
Total	\$2,358,800

The renovation cost is based on current prices and preliminary estimates. The City reserves the right to increase this cost to reflect inflationary increases and other uncontrollable circumstances between the creation of the TID and the time of construction. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on the best information available. The City retains the right to delete or pursue future projects listed in the prior paragraph, and shown on the map, or change the scope and/or timing of projects implemented as they are individually authorized by the City Common Council, without amending the Plan.

The Plan authorizes the expenditure of funds for project costs within a 1/2-mile radius of the TID boundary.

Economic Feasibility

The information and exhibits contained within this project plan demonstrate that the proposed TID is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Method of Financing and Timing of When Costs are to be Incurred" follows.
- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. This Plan identifies the following: 1) the development

City of De Pere
TID #16 Project Plan & District Boundary

expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the TID, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available such as debt issuance will be sufficient to pay all Project Costs.

In order to evaluate the economic feasibility of TID #16 it is necessary to project the amount of tax revenue that can be reasonably generated over the legal life of the TID. Included in Exhibit A is a proforma analysis of TID #16. The proforma analyzes expenses based on project plan costs of TID #16 against projected TID revenue. Tax revenue is conservatively estimated. Cash received from future TID #16 tax increments will be used to fund project costs and implementation of this Plan will also require that the City issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. In 2048, the final year of revenue collection for the TID, it is projected to have repaid all expenditures and is left with a positive surplus balance.

Method of Financing and Timing of When Costs are to be Incurred

The City plans to fund project costs with cash received from future TID #16 tax increments. The City applied for a \$250,000 Wisconsin Economic Development Corporation Community Development Investment Grant and the remaining requested TID assistance will require the City to issue obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of G.O. and State Trust Fund Loan debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

Board of Commissioners of Public Lands State Trust Fund Loans

The City may issue State Trust Fund Loans to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of State Trust Fund Loan and GO debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

**City of De Pere
TID #16 Project Plan & District Boundary**

Federal/State Loan Grant Programs

The State and Federal governments often sponsor grant and loan programs that municipalities may potentially use to supplement TID expenditures or provide financing for capital costs which positively impact the District. These programs include Wisconsin Community Development Investment Grants, Rural Development Administration Community Facility Loan/Grants, Transportation Economic Assistance Grants, and Economic Development Administration Grants. These programs require local match funding to ensure State and Federal participation in the project.

The actual amount of debt issuance will be determined by the City at its convenience and as dictated by the nature of the projects as they are implemented.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area, and appropriate inducements to encourage redevelopment of the area. The City anticipates making total project expenditures of approximately \$2,358,800 to undertake the projects listed in this Project Plan. The Expenditure Period of this District is 22 years from the date of adoption of the Creation Resolution by the Common Council. The projects to be undertaken pursuant to this Project Plan are expected to be financed primarily with debt proceeds. The City reserves the right to alter the implementation of this Plan to accomplish this objective. Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Annexed Property

There are no lands proposed for inclusion within the TID that were annexed by the City on or after January 1, 2004.

Proposed Changes in Zoning Ordinances

The City does not anticipate that the TID will require a change in zoning ordinances to implement this project plan. The current property in the TID

City of De Pere
TID #16 Project Plan & District Boundary

is zoned Commercial-B1 and will remain the same.

Proposed Changes in Master Plan, Map, Building Codes and Town Ordinances

The City does not anticipate that the TID will require any changes in the master plan, map, building codes, and City ordinances to implement this project plan.

Relocation

The City does not anticipate the need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable state statutes as required in Wisconsin Statutes Chapter 32.

Orderly Development of the City

The creation of the TID will enable the City to undertake projects in furtherance of the stated objectives of its Comprehensive Plan and other planning documents. To this extent, the creation of the TID promotes the orderly development of the City.

A List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the TID or are not eligible to be paid with tax increment, or costs not eligible to be paid with Tax Incremental Financing funds. Examples would include:

- A public improvement made within the TID that also benefits property outside the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.
- A public improvement made outside the TID that only partially benefits property within the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.
- Projects undertaken within the TID as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not anticipate any non-project costs for the TID.

City of De Pere
TID #16 Project Plan & District Boundary

City Attorney Opinion

Exhibit B contains a signed opinion from the City attorney advising whether the project plan amendment is complete and complies with Section 66.1105(4)(f) of the Wisconsin Statutes.

City of De Pere
TID #16 Project Plan & District Boundary

EXHIBIT B
CITY ATTORNEY OPINION

CITY OF DE PERE

City Attorney's Office

335 South Broadway Street, De Pere, WI 54115 | 920-339-4042 | www.de-pere.org



January 13, 2020

The Honorable Michael J. Walsh
 Members of the De Pere Common Council

RE: City of De Pere Creation of Blighted Area TID #16

Dear Mayor and Common Council Members:

Pursuant to Wis. Stats. §66.1105(4)(f), any tax incremental financing district project plan must include an opinion of the City Attorney or of an attorney retained by the City advising whether the plan is complete and complies with that statutory section. As the duly appointed City Attorney of the City of De Pere and upon a review of the Boundary and Project Plan for Tax Increment Financing District #16 (TID #16) to which this opinion is to be appended, it is my opinion that such plan contains and adequately addresses the prerequisites set forth at Wis. Stats. §66.1105. This opinion is based on my review of said plan, my review of Wis. Stats. §66.1105 and my experience as a municipal attorney.

It is my further opinion that inasmuch as the project plan is complete and in compliance with the above referenced section, it is in proper form for adoption by the Common Council.

Respectfully submitted,

Judith Schmidt-Lehman
 City Attorney

JSL:amz
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EXHIBIT C
TID #16 BOUNDARY LEGAL DESCRIPTION

The south 30 feet of Lot 2 and all of Lot 3, Block 14, Original Plat of De Pere, East Side of Fox River, City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at Brown County Control Point 30Q13.2;

thence N09°12'38"W, 1276.82 feet to Brown County Control Point 30Q13.1 on a line connecting Brown County Control Point 30Q13.2 and Brown County Control Point 30Q13.1;

thence N38°08'51"E, 253.85 feet to the southwest corner of said Lot 3, THE POINT OF BEGINNING;

thence N00°36'29"E, 90.64 feet on the west line said Lots 3 & 2 to the north line of the south 30 feet of said Lot 2;

thence S89°25'59"E, 120.03 feet on said north line to the east line of said Lot 2;

thence S00°35'34"W, 90.52 feet to the southeast corner of said Lot 3;

thence N89°29'25"W, 120.06 feet on the south line of said Lot 3 to the Point of Beginning.

Said described lands contain 10,874 square feet or 0.25 acres more or less.

**City of De Pere
TID #16 Project Plan & District Boundary**

DISCLAIMER TEXT

As required for all underwriters by the Municipal Securities Rulemaking Board ("MSRB"), Robert W. Baird & Co. Incorporated ("Baird") is hereby providing you with certain disclosures.

Robert W. Baird & Co. Incorporated ("Baird") is providing the information contained herein and/or accompanying materials (the "Content") for discussion or general informational purposes only, in seeking to serve as underwriter for a possible issuance of municipal securities you may be considering.

Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. The primary role of Baird, as underwriter, is the purchase securities with a view to distribution in an arm's length commercial transaction between you and Baird. In its role as underwriter, Baird has financial and other interests that differ from yours. As part of our services as underwriter, Baird may provide advice concerning the structure, timing, terms, and other similar matters concerning an issuance of municipal securities you are considering. Any such advice, however, would be provided by Baird in the context of serving as an underwriter and not as municipal advisor, financial advisor or fiduciary. Unlike a municipal advisor, Baird as an underwriter does not have a fiduciary duty to the issuer under the federal securities law and is therefore not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests. As underwriter, Baird has a duty to purchase securities from the issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. As underwriter, Baird will review the official statement applicable to the proposed issuance in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed issuance.

The Content does not include any recommendations or suggestions that you take or refrain from taking any action with regard to an issuance of municipal securities and is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or Rule 15Ba1-1 thereunder. You should consult with your own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate. The Content is intended to provide information of a factual or educational nature, as well as general information about Baird (including its Public Finance unit) and its experience, qualifications and capabilities.

If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #20-16 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between And Beyond, LLC and the City of De Pere (WD-1138-1).

At its meeting on November 12, 2019, the Finance/Personnel Committee voted unanimously to approve the Sale and Purchase Agreement terms and move this item forward for Council approval.

ATTACHMENTS:

- Reso20-16 (DOCX)
- REVISED Sale-Purchase Agreement-And Beyond (PDF)
- Exhibit A-And Beyond (PDF)
- Exhibit B-Infinity Agreement Release (PDF)
- Exhibit C-Infinity Agreement Release with reservation (PDF)
- Exhibit D-Infinity Site Plan (PDF)

RESOLUTION #20-16

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE OF
BUSINESS PARK PROPERTY BETWEEN AND BEYOND, LLC AND THE CITY OF DE PERE
(Parcel WD-1138-1)

WHEREAS, City owns certain Business Park property within its corporate limits known as the West Industrial Park and wishes to develop a portion of this Business Park; and

WHEREAS, And Beyond, LLC (“Developer”) desires to enter into an agreement to purchase a 5.996 acre parcel of property for the purpose of a large expansion of the existing Infinity Machine facility located at 2249 American Boulevard (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has amended the boundaries of Tax Increment Financing District No. 12 (the “District”) to include the current Infinity Machine facility (Parcel WD-1372) and adopted a Project Plan (the “Project Plan”) for the District authorizing the expenditure of funds for the benefit of industrial and other development within the District; and

WHEREAS, Developer’s intended Development Project is consistent with the Project Plan for the District and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City providing financial and other assistance to Developer pursuant to the terms set forth in the attached Agreement Regarding the Sale and Purchase of Business Park Property; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

Resolution #20-16

Page 2 of 2

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement Regarding the Sale and Purchase of Business Park Property Between And Beyond, LLC and the City of De Pere as is attached hereto and incorporated by reference as Exhibit 1, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 11/12/2019

Attachment: Reso20-16 (9205 : Reso #20-16 Sale/Purchase Agreement Between And Beyond LLC and City of De Pere (WD-1138-1).)

**AGREEMENT REGARDING THE SALE AND PURCHASE OF
BUSINESS PARK PROPERTY BETWEEN AND BEYOND, LLC
AND THE CITY OF DE PERE**
[Part of Parcel WD-1138-1]

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and And Beyond, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, City owns certain Business Park property within its corporate limits and wishes develop a portion of this Business Park; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Incremental Financing District #12 (TID #12 or District) as and for the benefit of industrial and other development within the District; and

WHEREAS, Developer desires to enter into an agreement to purchase a 5.996 acre parcel (part of WD-1138-1) located in TID #12 to facilitate a large expansion of the existing Infinity Machine facility located at 2249 American Boulevard in De Pere (Parcel WD-1372); and

WHEREAS, City is in the process of amending the boundary of TID #12 to add Parcel WD-1372 (the existing Infinity Machine facility) into TID #12; and

WHEREAS, Developer’s intended facility expansion is consistent with the Project Plan for TID #12 and will be beneficial to the City; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly and project cost reimbursement grant incentives, when made pursuant to a signed development agreement; and

WHEREAS, Developer's ability to develop this expansion site would not be viable, and this development would not occur but for the City's commitment to reimburse significant site development expenses associated with site assembly and wetland mitigation activities; and

WHEREAS, City desires to provide such financial assistance and to promote this development.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agree as follows:

I. DEFINITIONS

A. Assessed Value means the value placed upon the Building Development by the city assessor under Chapter 70, Wisconsin Statutes, which is expected to be two-million five hundred thousand and no/100 dollars (\$2,500,000.00.)

B. Building Development means the real estate and building expansion improvements contemplated by the Parties as approved by the City Plan Commission on January 27, 2020. (Also referenced in Paragraph IV.A. and as Exhibit D.) Building Development and Subject Property can be/are used interchangeably after the certificate of occupancy is issued by the Building Inspection Department.

C. Certificate of Occupancy means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.

D. District and/or TID #12 means City of De Pere Tax Increment Financing District No. 12. TID #12 is statutorily scheduled to close as of December 31, 2034.

- E. Expanded Facility** means the real property and all improvements of the existing Infinity Machine facility at 2249 American Boulevard as expanded by the Substantially Complete Building Development.
- F. Force Majeure** means a delay in achieving Substantial Development as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including, strikes, war, acts of nature, acts of God, or other forces majeure. Force Majeure shall not work to extend the Property Valuation Warranties of paragraph IV.C.
- G. Guaranteed Value** means six million three-hundred thousand and no/100 dollars (\$6,300,000.00).
- H. Deficit Payment** means payment of the difference between taxes paid on the Assessed Value of the Expanded Facility and those taxes that would have been paid on the Guaranteed Value of the Expanded Facility, as defined in and calculated under paragraph IV.C.3.
- I. Project** means the building improvement, which together with the real estate, comprise the Building Development.
- J. Project Costs** means those expenditures and costs defined in Wis. Stats. §66.1105(2)(f).
- K. Project Cost Reimbursement Grants** mean the Site Assembly and Project Cost Grants described in paragraph V.A.
- L. Subject Parcel** means the real property described in paragraph II.A and Exhibit A.

M. Substantially Complete or Substantial Completion means, with respect to the Project or any portion of the Project, that Developer has sufficiently completed the Project or a portion of the Project so that a Certificate of Occupancy has been issued by the City Development Services Department for the Project, or such portion of the Project.

II. PURCHASE OF REAL ESTATE.

A. The Subject Parcel. Developer agrees to purchase, and City agrees to sell, the 5.996 acre parcel of real estate legally described as:

Lot 2, Certified Survey Maps, Map Number 9151, Document No. 2891153, being part of Lots 108, 109, 110, 115, 116 and 117 of Williams Grant Subdivision and Part of Government Lot 1, Section 6, Township 22 North, Range 20 East, in the City of De Pere, West side of Fox River, Brown County, Wisconsin

such property being shown on the attached Exhibit A and identified in this Agreement as the “Subject Parcel.”

B. Purchase Price. The Parties acknowledge that Developer previously received from City an Option to Purchase the Subject Property, under which Developer paid City seven thousand five hundred and no/100 (\$7,500.00) in Option fees. Notwithstanding the expiration of such Option, City shall provide a credit toward the purchase price of the Subject Parcel in the amount of the paid Option fees. The purchase price for the Subject Parcel shall be thirty-five thousand and no/100 dollars (\$35,000.00) per acre, plus each fraction thereof (\$209,860.00) less the Option fees paid for a total purchase price of two hundred two thousand three hundred sixty and no/100 (\$202,360.00).

C. Closing Procedure. Closing shall take place at the City Attorney’s Office, De Pere City Hall, 2d Floor, on or before April 2, 2020, unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions precedent to

Developer's obligation to close on its purchase of the Subject Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

- 1. Evidence of Title/Title Defects.** City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least ten (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.
- 2. Closing Costs.** City shall pay all closing costs usually and customarily paid by sellers, including the cost of the title insurance as provided herein.

3. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

1. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.
2. Easements of record, provided the same do not restrict or interfere with the intended use of the property.
3. Obligations contained in this Agreement.

Further, such deed shall direct that the Subject Parcel be combined with Parcel WD-1372 upon recording the same with the Brown County Register of Deeds.

D. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

E. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Site Assessment of the Subject Parcel. At the time of its purchase of the property, City made reasonable inquiries into the use of the property and was informed that during the time of the party's prior ownership, the

Subject Parcel was used as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Subject Parcel has ever been used:

- (a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.
- (b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.
- (c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.
- (d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.
- (e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.
- (f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. **Release of Hazardous Substances.** To the best of its knowledge, City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C 9601, et seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action.

3. **Threatened or Pending Environmental Litigation.** No portion of the Subject Parcel is the subject of threatened or pending investigation, lawsuit or administrative action by any person, forum, governmental body or any entity

relating to or arising from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulation.

F. Flood plain or wetlands. The City has not obtained, and under this Agreement is not required to obtain, a shoreland-wetland delineation study for the Subject Parcel and makes no representations regarding wetlands and the Subject Parcel. The Subject Parcel is not currently identified as flood plain under Chapter 15 De Pere Municipal Code.

G. Provisions to Survive Closing. The representation provisions of this section shall survive the closing of this transaction.

III. PRIOR AGREEMENTS

City and Developer acknowledge that they are also Parties to the following Agreements:

- Development Agreement Between And Beyond, LLC and the City of De Pere, dated June 20, 2013 (“the 2013 Development Agreement”); and
- Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere (Part of Parcel WD-1138-1), dated November 10, 2015 and Amended as of November 27, 2017.

The Parties shall execute Releases of both Agreements in a form substantially similar to Exhibits B and C, attached and incorporated herein by reference.

Further, the Parties acknowledge and express their intent that the obligations in the instant Agreement shall supersede any existing obligations of either Agreement unless otherwise affirmatively provided in the Release or Releases.

IV. DEVELOPER OBLIGATIONS

A. Plan Commission Site Plan Approval. Developer received contingent

approval of its site plan for the Project by the City Plan Commission on January 27, 2020 which approval is attached and incorporated by reference as Exhibit D.

B. Construction Schedule.

1. Commencement of Construction. Contingent upon obtaining any approvals required by the City, Developer shall commence construction of the Project within the first quarter of 2020.
2. Construction. Developer agrees that construction shall proceed with all deliberate speed, subject to Force Majeure Delays, being Substantially Completed no later than January 1, 2021.
3. Failure to Comply with Plan Approval or Construction Completion. Developer agrees that time is of the essence as to plan approval, Commencement of Construction and Substantial Completion. If any of the above timelines are not met, subject to Force Majeure Delays, the City may pursue any remedy set forth in this Agreement upon the expiration of any applicable notice and cure period set forth herein, including return of any project grant.
4. Certificate of Occupancy. Developer is required to obtain Certificates of Occupancy from the City Development Services Department prior to occupancy of the Building Development.

C. Property Valuation Warranties.

1. Guaranteed Value. Developer warrants that the Guaranteed Value of the Expanded Facility as of January 1, 2021 shall be not less than Six Million Three Hundred Thousand and no/100 Dollars (\$6,300,000.00). To that end, Developer, for itself and its successors and assigns, hereby waives all right to appeal the Assessed Value of the Expanded Facility, whether to the City Board of Appeals or any other venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Expanded Facility below the Guaranteed Value for the duration of TID District #12. If the Assessed Value of the Expanded Facility is less than the Guaranteed Value, Developer, on behalf of themselves and their successors and assigns, agree that the Deficit Payment provisions of paragraph 3 below ("Deficit Payment Calculation") shall apply.

2. Property to Remain Taxable. For the duration of the life of TID District #12, Developer hereby agrees, for itself and its successors and assigns, that it shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Expanded Facility to an entity whereby such sale or lease would cause such portion of the Expanded Facility to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Expanded Facility during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Expanded Facility or any portion thereof to become tax exempt. Should the Expanded Facility nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that a Deficit Payment shall then be made by the Owner of the Expanded Facility in accordance with the process set out in paragraph 3 below ("Deficit Payment Calculation").
3. Deficit Payment Calculation. Calculations of any Deficit Payment required under this Agreement shall be as follows:

If Assessed Value falls below the Guaranteed Value:

The Assessed Value of the Expanded Facility shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mil-rate for all taxing jurisdictions established for each tax year for the west side of De Pere, the product of which shall be the total Deficit Payment, due and payable on or before October 15 of the year due.

If the Deficit Payment is not fully paid by October 15 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

V. CITY OBLIGATIONS

A. City shall provide Developer Project Reimbursement Grants as follows:

1. A Site Assembly Reimbursement Grant of one hundred seventy-seven thousand five hundred and no/100 dollars (\$177,500.00) upon closing on the purchase of the Subject Property under paragraph II.C.

2. City shall, after payment of real property taxes due upon the Project, provide Developer two (2) Pay-Go reimbursement grants totaling fifty-nine thousand five hundred seventy and no/100 (\$59,570.00), provided all of the following occur:

- a. The assessed value of the Expanded Facility is not less than the Guaranteed Value thereof. No Pay-Go Grant shall be paid in any tax year when the Assessed Value of the Expanded Facility is less than the Guaranteed Value.
- b. Developers provide the City Treasurer with a receipt showing payment in full of all real estate taxes levied for that tax year, together with a written request for payment of the Pay-Go grant.

B. The City agrees to cooperate in the timely prosecution and granting of applications made by Developers for any certifications, permits or approvals appropriate or necessary for the Project.

VI. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice informing the other party that it has sixty (60) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement

shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VII. MISCELLANEOUS.

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Expanded Facility as applicable. This Agreement and any Amendment thereto shall be recorded with the office of the Brown County Register of Deeds by City.

B. Assignment. Neither party may assign this agreement except upon prior written consent thereof, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices

required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:
And Beyond, LLC
Scott Santaga
2249 American Blvd.
De Pere, WI 54115
 2. With a copy to:
 2. If to City:
City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115
- With a copy to:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

And Beyond, LLC

By:

Scott A. Santaga
Managing Member

Print Name:
Title:

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2020, the above
named Scott A. Santaga
known as the person who executed the
foregoing instrument and acknowledged
the same.

Notary Public:
My Commission expires: _____

Drafted by: Judith Schmidt-Lehman
J:\Law\Agreements\2020\Sale-Purchase Agreement-And Beyond1-20-195-001-20.docx

City of De Pere

By:

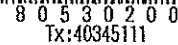
Michael J. Walsh, Mayor

Carey E. Danen, City Clerk

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

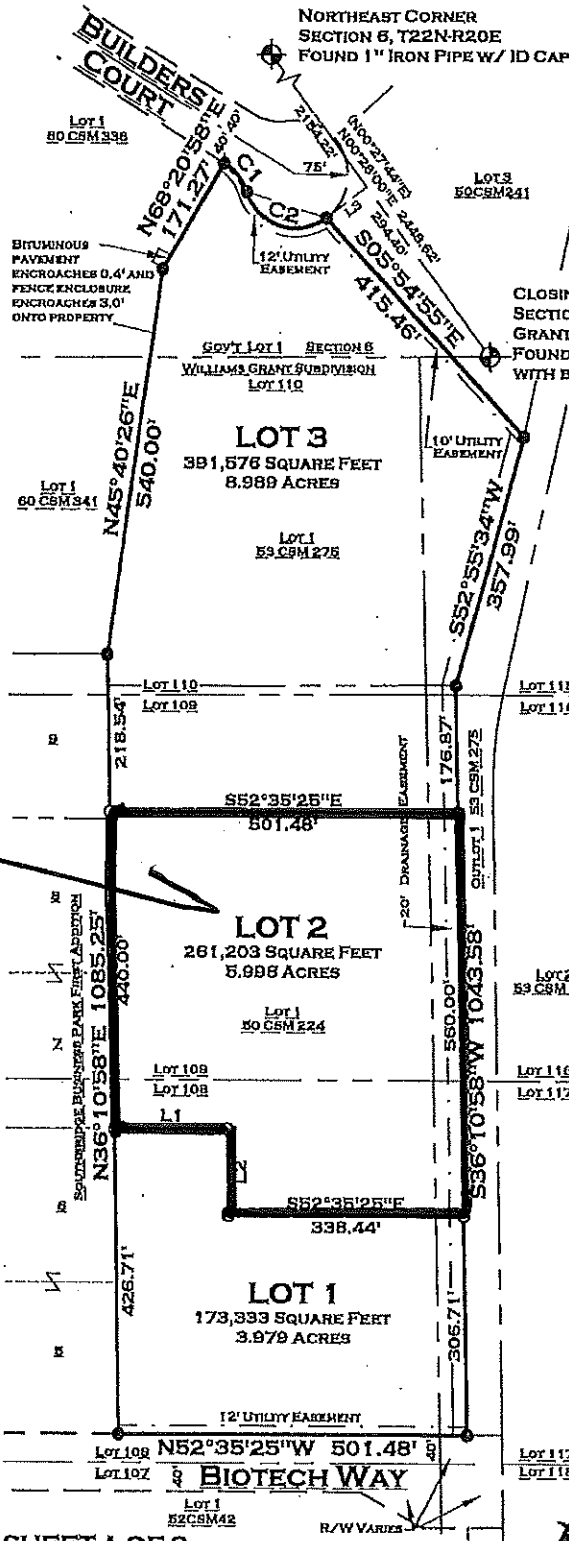
Personally came before me this ____
day of _____, 2020, the above
named Michael J. Walsh, Mayor and
Carey E. Danen, City Clerk,
known as the persons who executed
the foregoing instrument and
acknowledged the same.

Notary Public:
My Commission expires: _____



MAP# 9151
CHERYL BERKEN
BROWN COUNTY RECORDER
GREEN BAY, WI
RECORDED ON
02/11/2020 02:32 PM
REC FEE:
REC FEE: 30.00
PAGES: 3

ALL OF LOT 1, VOLUME 50 OF CERTIFIED SURVEY MAPS, PAGE 224, MAP NUMBER 7391, DOCUMENT NUMBER 2220259 AND ALL OF LOT 1, VOLUME 53 OF CERTIFIED SURVEY MAPS, PAGE 276, MAP NUMBER 7774, DOCUMENT NUMBER 2356850, BEING PART OF LOTS 108, 109, 110, 115, 116 AND 117 OF WILLIAMS GRANT SUBDIVISION, AND PART OF GOVERNMENT LOT 1, SECTION 6, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



CURVE C1
ARC LENGTH = 52.29'
DELTA = 39°58'40"
RADIUS = 75.00'
LONG CHORD = 51.23'
LONG CHORD BEARING = N01°40'41"W
TANGENT BEARING = S18°17'39"W
TANGENT BEARING = S21°39'02"E

ARC LENGTH = 140.10'
DELTA = 107°01'34"
RADIUS = 75.00'
LONG CHORD = 120.60'
LONG CHORD BEARING = N35°13'08"W
TANGENT BEARING = N86°43'55"W
TANGENT BEARING = S18°17'39"W

LINE #	LENGTH	DIRECTION
L1	163.04'	S52°35'25"E
L2	120.00'	S36°10'58"W
L3	72.73'	S89°32'16"E



BEARINGS ARE REFERENCED TO THE
BROWN COUNTY COORDINATE SYSTEM.
BEARINGS ARE REFERENCED TO THE
NORTHERLY RIGHT OF WAY LINE OF BIOTECH
WAY, RECORDED TO BEAR N52°35'25"E.

⑥ 1" IRON PIPE FOUND
 ○ SET 1" X 18" IRON PIPE WITH CAP
 WEIGHING 1.38 LBS./LIN. FT.
 ⊕ RECORDED COUNTY MONUMENT
 (XXX) PREVIOUSLY RECORDED BEARING

ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: WWW.RELEINC.COM PHONE: (920) 662-9641
FAX: (920) 662-9141

Document No.

**RELEASE OF
RECORDED AGREEMENTS**

Return to:
Judith Schmidt-Lehman
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

WD-1372
Parcel Number

The undersigned, And Beyond, LLC and City of De Pere, both have an interest in the following described property:

Southbridge Business Park First Addition, Lots 7 & 8, in the City of De Pere, West side of Fox River, Brown County, Wisconsin; and

Part of Lot 1, Volume 50 of Certified Survey Maps, Page 224, Map Number 7391, Document Number 2220259, being part of Lots 108, 109, 116 and 117 of Williams Grant Subdivision, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Closing Corner of Section 5, T22N-R20E; thence S43°08'55"W, 457.90 feet to the northeast corner of said Lot 1; thence S36°10'58"W, 186.87 feet on the east line of said Lot 1 to the easterly extension of the northerly line of Lot 8, Southbridge Business Park First Addition, the POINT OF BEGINNING; thence continuing S36°10'58"W, 430.00 feet on said east line to the easterly extension of the southerly line of Lot 7, Southbridge Business Park First Addition, thence N52°35'25"W, 501.48 feet on said easterly extension of the southerly line of Lot 7 to the southeast corner of said Lot 7; thence N36°10'58"E, 430.00 feet on the easterly line of said Lot 7 and Lot 8, Southbridge Business Park First Addition to the northeast corner of said Lot 8; thence S52°35'25"E, 501.48 feet on the easterly extension of the northerly line of said Lot 8 to the point of beginning.

Exhibit B
Page 1 of 3

arising under the following Agreements:

1. Development Agreement Between And Beyond, LLC and the City of De Pere, dated June 20, 2013 and recorded in the Brown County Register of Deeds Office as Document 2633068 on June 20, 2013; and
2. Agreement Regarding and (sic) Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere, dated November 10, 2015 and recorded in the Brown County Register of Deeds Office as Document 2725980 on November 18, 2015; and

The undersigned hereby release all right, title, and interest in the real property arising under said Agreements.

Dated: _____.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____.

Name: _____

Notary Public, State of Wisconsin

My commission expires: _____

Exhibit B
Page 2 of 3

Dated: _____.

By: The City of De Pere

Name: Michael J. Walsh
Title: Mayor

Name: Carey E. Danen
Title: City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____ by Michael J. Walsh,
Mayor and Carey E. Danen, City Clerk.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by
Attorney Judith Schmidt-Lehman
City of De Pere
335 South Broadway Street
De Pere, WI 54115
(920) 339-4042
jschmidt-lehman@deperewi.gov

Exhibit B
Page 3 of 3

Document No.

**RELEASE OF
RECORDED AGREEMENT**

Return to:
Judith Schmidt-Lehman
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

Part of WD-1138-1
Parcel Number

The undersigned, And Beyond, LLC and City of De Pere, both have an interest in the following described property :

Part of Lot 1, Volume 50 of Certified Survey Maps, Page 224, Map Number 7391, Document Number 2220259, being part of Lots 108, 109, 116 and 117 pf Williams Grant Subdivision, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Closing Corner of Section 5, T22N-R20E; thence S43°08'55"W, 457.90 feet to the northeast corner of said Lot 1; thence S36°10'58"W, 186.87 feet on the east line of said Lot 1 to the easterly extension of the northerly line of Lot 8, Southbridge Business Park First Addition, the POINT OF BEGINNING; thence continuing S36°10'58"W, 430.00 feet on said east line to the easterly extension of the southerly line of Lot 7, Southbridge Business Park First Addition, thence N52°35'25"W, 501.48 feet on said easterly extension of the southerly line of Lot 7 to the southeast corner of said Lot 7; thence N36°10'58"E, 430.00 feet on the easterly line of said Lot 7 and Lot 8, Southbridge Business Park First Addition to the northeast corner of said Lot 8; thence S52°35'25"E, 501.48 feet on the easterly extension of the northerly line of said Lot 8 to the point of beginning.

arising under the Amendment to Agreement Regarding Option to Purchase Certain Property Between And Beyond LLC and the City of De Pere dated November 28, 2017 and recorded in the Brown County Register of Deeds Office as Document 2809505 on December 8, 2017

Exhibit C
Page 1 of 3

The undersigned hereby release all right, title, and interest in the real property arising under said Agreement EXCEPT the following obligation of And Beyond, LLC found in paragraph 6 thereof, namely:

Developer shall save and hold the City harmless from any and all injury that may occur to any party as the result of Developer's use of the Authorized Area of Disturbance. This provision is intended to indemnify and hold harmless the City to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Developer shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this Agreement Amendment as Exhibit 2.

Dated: _____.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____.

Name: _____

Notary Public, State of Wisconsin

My commission expires: _____

Exhibit C
Page 2 of 3

Dated: _____.

By: The City of De Pere

Name: Michael J. Walsh

Title: Mayor

Name: Carey E. Danen

Title: City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF _____

This instrument was acknowledged before me on _____ by Michael J. Walsh, Mayor and Carey E. Danen, City Clerk.

Name: _____

Notary Public, State of Wisconsin

My commission expires: _____

This document was drafted by
Attorney Judith Schmidt-Lehman
City of De Pere
335 South Broadway Street
De Pere, WI 54115
(920) 339-4042
jschmidt-lehman@deperewi.gov

Exhibit C
Page 3 of 3

CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org



February 11, 2020

Karl "Pudge" Schuh
Schuh Construction INC
N9351 Isaar Road
Seymour, WI 54165

RE: Site Plan Approval for warehouse and parking lot expansion for Infinity Machine at 2249 American Blv
(Parcel WD-1372 and part of WD-1138-1)

Dear Karl:

The site plan for a warehouse and parking lot expansion for Infinity Machine, located at 2249 American Boulevard, has been approved. There are two conditions of approval remaining that are due prior to obtaining occupancy permits:

Engineering:

1. Sheet C3.0: The City will need to provide a draft easement for the use and regrading of the storm water ditch to the north of the site on City property.

Planning:

2. The site requires a transfer of ownership and combination of parcels because a property line cuts through the proposed addition.

Should you have any questions or require further information, feel free to contact me at pschleinz@mail.de-pere.org or 920-339-4043.

Sincerely,

Peter Schleinz
Senior Planner | Zoning Administrator

cc: Daniel J. Lindstrom, AICP, Development Services Director
Dennis Jensen, Senior Building Inspector

Attachment: Exhibit D-Infinity Site Plan (9205 : Reso #20-16 Sale/Purchase Agreement Between And Beyond LLC and City of De Pere (WD-1138-

Engineering Staff Related--

Need a storm water management plan showing post development flows (quantity) do not exceed pre-development flows leaving the site.	No longer needed per email from Peter 1/2/20
Plan wide: Need to show property line information with northing and eastings.	Updated all plan sheets
Sheet C2.0: The southern driveway falls within the project construction limits. If touched, this driveway will need to be repoured with 8-inch concrete and a 5-foot sidewalk section 6-inches off the right-of-way line. If this driveway is to be replaced, please add the following note to the sheet: "Concrete Workers License is required for any concrete work within the City of De Pere right-of-way. Concrete Worker License can be obtained at City of De Pere Public Works at 925 S. Sixth Street 920-339-4061.	Yes the driveway will be replaced at the width it currently exists at with the new concrete detail as requires. See detail C2.1.
Sheet C2.0: Is the curb and gutter on American Boulevard being touched?	Yes, curb is sawcut for new concrete drive flair as needed
Sheet C2.1: Provide an updated parking stall table showing site requirements and that ADA requirements are being met.	Parking calc shown on L1
Sheet C2.1: Please confirm that site sanitary sewer and water service is being extended via internal plumbing.	Yes sanitary and water extended internally – note added C2.1 Fixed storm pipe note on C3.0
Sheet C3.0: Cannot read storm pipe information for pipe between CB6 & CB7.	
Sheet C3.0: The City will need to provide a draft easement for the use and regrading of the storm water ditch to the north of the site on City property.	Understood and ongoing Added Type D detail to C4.0
Sheet C3.0: Specify Type D inlet protection only (where applicable).	
Sheet C3.0: Please provide WisDNR soil loss and sediment discharge calculations and corresponding map.	Calculation included in resubmittal
Sheet C3.0: Please provide staging outline with corresponding schedule for each phase of construction (erosion control, site stripping, foundation... etc.)	Sequence of construction information added to sheet C1.1

Forestry Staff Related--

The north side of the building is being addressed with the spruce, but why aren't any being planted on the south side of the lot? The maple in the parking lot will work. Why are all other resources for planting going to the base of the building, especially the west wall of the new addition? This could be utilized for the south property line and increasing the plant material there. DAM 12-9-19 Took some of the plantings from the west wall of the new addition and placed them along the interior corner of the property at the south and west property line.
Proper WDNR planting diagrams need to be included on the site plan. Verbiage is included, but need diagrams. DAM 12-9-19 Added planting diagrams from DNR per request.

Planning Staff Related--

The site requires a transfer of ownership and combination of parcels prior to final staff approval of the site plan because a property line cuts through the proposed addition. Note: The owner is working with the City to acquire the city owned land in order to combine parcels. This process is ongoing and is in the hands of the city at this time.
The front portion is zoned I-B-2 and the rear I-B-1. Revise the side and rear setbacks as follows for the I-B-1 zoned portion: Side 30 feet, rear 30 feet. Setback information revised to reflect the 30' side and rear setbacks on the east portion/parcel
The use of EIFS material on the north elevation (side) facade requires Plan Commission approval. The façade material and colors are an extension of materials already used on the side façade. This is understood and will await Plan Commission approval
The use of metal, in combination with split face CMU, on the south and east elevations (side & rear) façade requires Plan Commission approval. The use of metal, in combination with split face CMU, on the portion of the west elevations (facing front) façade may be considered by Plan Commission for approval as a "side" rather than a "rear" facade because it is screened by the existing building. This is understood and will await Plan Commission approval – added table of percentages to sheet A3.3 for any walls with metal wall panel proposed.

If the refuse/recycle area is outside of the building, identify the location and include elevations of the structure, with colors and materials identified.

Proposed Compactor dumpster is a completely enclosed unit and is hidden within the dock area. This is a clean system where the refuse is packed into an enclosed dumpster from the inside of the building. Hoping this can stay as shown as a fence or enclosure would greatly hinder the changing out of this dumpster

It is encouraged that trees be incorporated along the south property line. The use of arborvitae to meet the tree count does not provided shade coverage.

Added 5 more maples along the new landscape area added to the southwest property line corner

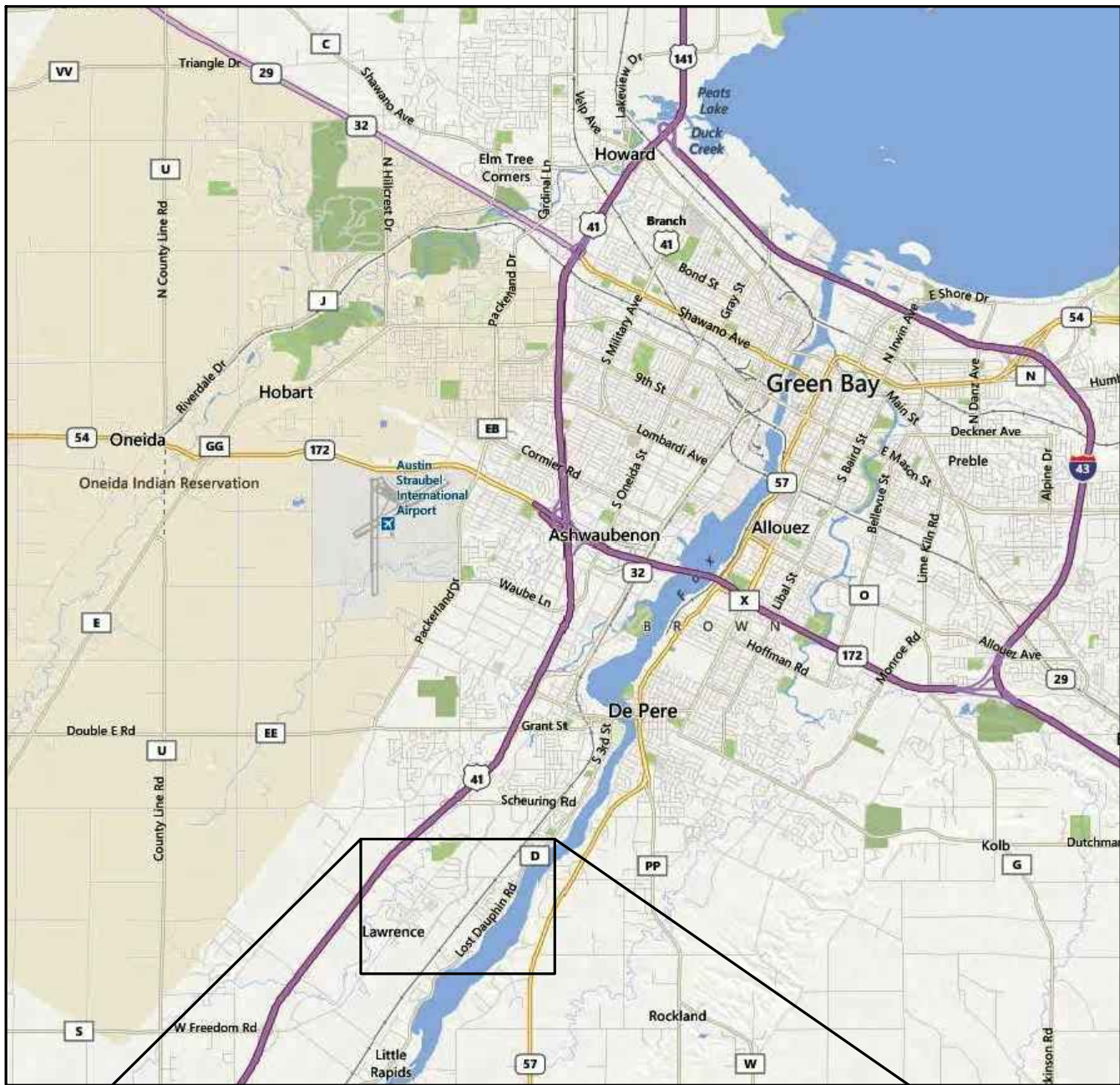
Identify the location, type, and size of any proposed new signage, if any. The Plan Commission only reviews sign location, but a separate sign permit approval is required from Inspection staff.

No new signage is proposed as part of this project.

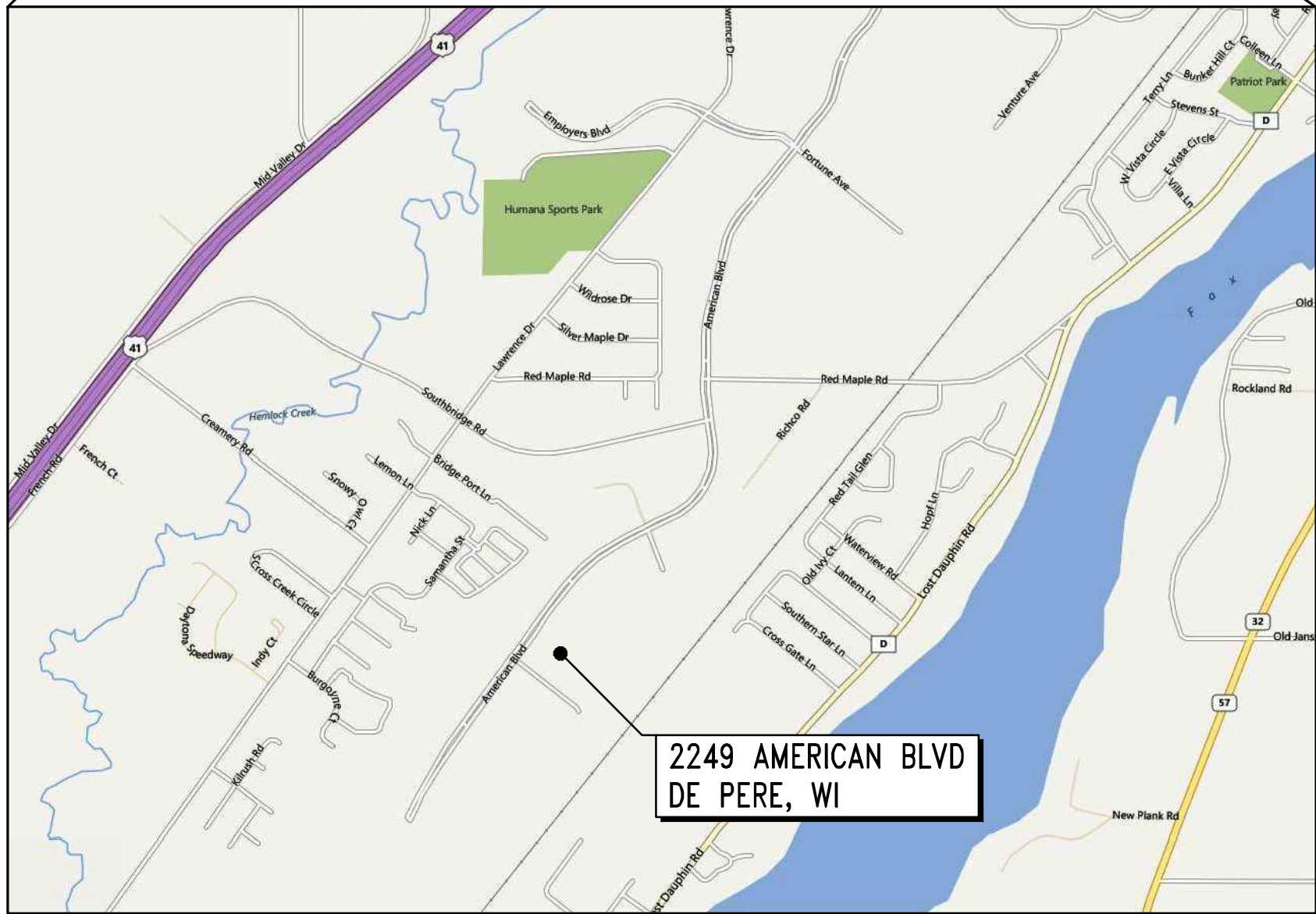
INFINITY MACHINE CORP

BUILDING ADDITION

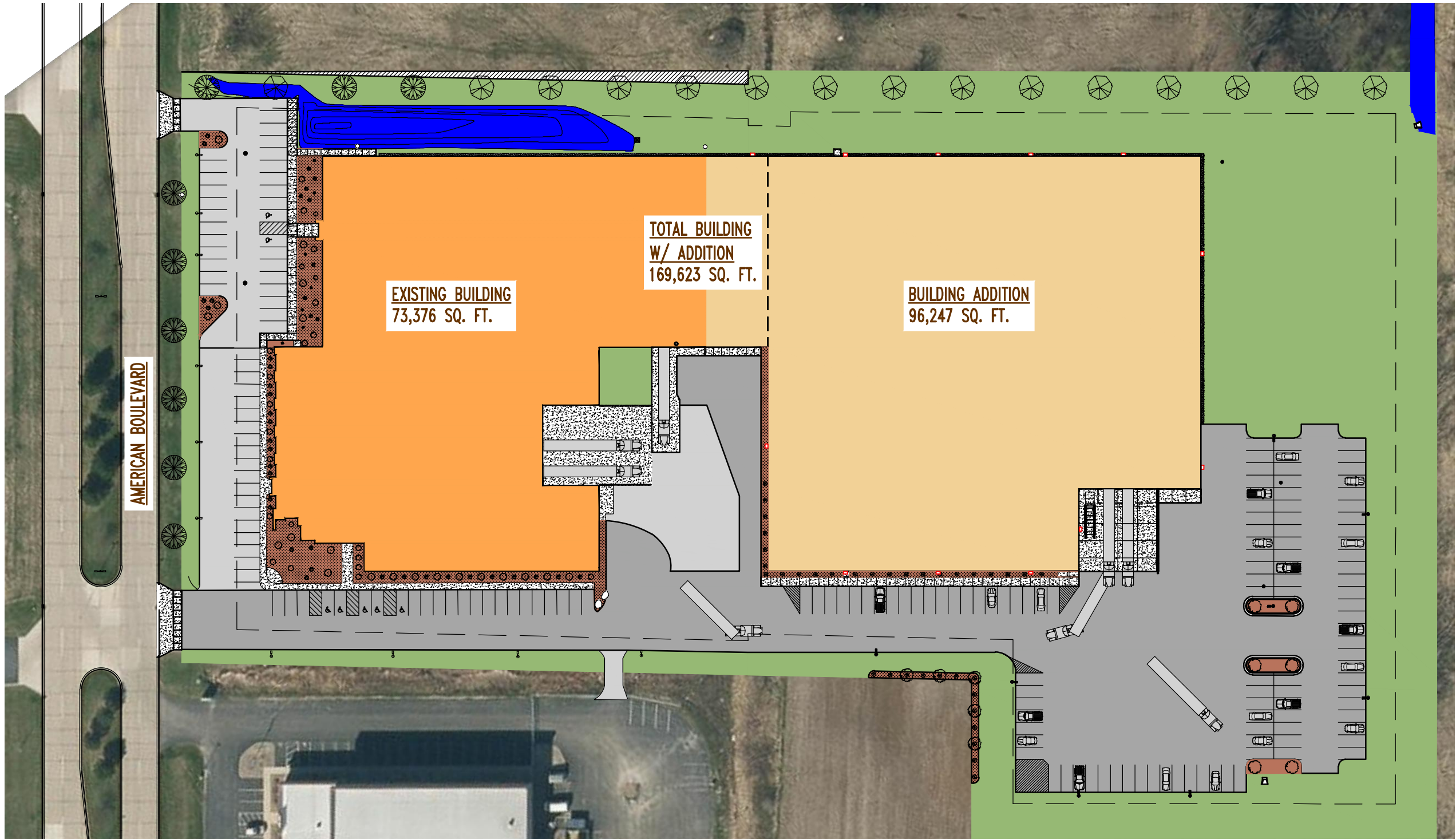
2249 AMERICAN BLVD - DE PERE, WI



SITE PROXIMITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE



OVERALL SITE PLAN
1" = 80'-0"

SHEET INDEX			
TS	SHEET INDEX, SYMBOLS KEY, SITE PLAN	A3.1	PROPOSED NORTH & EAST EXTERIOR ELEVATIONS
L1	PROPOSED SITE PLAN & LANDSCAPING PLAN - SCHUH	A3.2	PROPOSED SOUTH & WEST EXTERIOR ELEVATIONS
		A3.3	PROPOSED BUILDING RENDERINGS
C1.0	EXISTING SITE PLAN - MAU		
C1.1	SITE DEMOLITION PLAN - MAU		
C2.0	OVERALL SITE PLAN - MAU		
C2.1	ENLARGED SITE PLAN - MAU		
C3.0	GRADING, UTILITY, & EROSION CONTROL PLAN - MAU		
C4.0	NOTES AND DETAILS - MAU		
C5.0	NOTES AND DETAILS - MAU		
E1	SITE LIGHTING PLAN		
A1.1	PROPOSED FLOOR PLAN		

SYMBOLS	
	DIRECTION SECTION IS CUT
	GRID LINE
	FINISH FLOOR ELEV. 100'-0"
	ROOM NAME 100
	DOOR TAG 100A
	WINDOW TAG A
	ELEVATION NUMBER 1
	SHEET ELEVATION IS LOCATED ON A3
	DETAIL NUMBER 1
	SHEET DETAIL IS LOCATED ON A3

PLAN DEVELOPMENT LOG		
SET DESCRIPTION	DATE	PAGES INVOLVED WITH PLAN DEVELOPMENT SET
PLAN DEVELOPMENT SET #1	1-19-18	C1, A1, A3, A4.1
PLAN DEVELOPMENT SET #2	2-26-18	C1, A1.1, A3, A4.1
PLAN DEVELOPMENT SET #3	4-12-18	TS, L1, C1.0, C1.1, C2.0, C3.0, C4.0, C5.0, C6.0, C7.0, A1.1, A3.1, A4.1
PLAN DEVELOPMENT SET #4	4-18-18	TS, L1, C1.0, C1.1, C2.0, C3.0, C4.0, C5.0, C6.0, C7.0, A1.1, A3.1, A4.1
PLAN DEVELOPMENT SET #5 (SPA)	7-5-18	TS, L1, C1.0, C1.1, C2.0, C2.1, C3.0, C4.0, C5.0, LS1, A1.1, A3.1, A3.2
PLAN DEVELOPMENT SET #6	8-8-18	TS, L1, C1.0, C1.1, C2.0, C2.1, C3.0, C4.0, C5.0, LS1, A1.1, A3.1, A3.2, A4.1
PLAN DEVELOPMENT SET #7	8-21-18	TS, L1, C1.0, C1.1, C2.0, C2.1, C3.0, C4.0, C5.0, LS1, A1.1, A3.1, A3.2, A4.1
PLAN DEVELOPMENT SET #8	9-11-19	TS, L1, A1.1, A3.1, A3.2, A4.1
PLAN DEVELOPMENT SET #9 (BID)	10-8-19	TS, L1, A1.1, A1.2, A3.1, A3.2, A4.1, S1.1, S1.2
SITE PLAN APPROVAL SET	11-6-19	TS, L1, C1.0, C1.1, C2.0, C2.1, C3.0, C4.0, C5.0, E1, A1.1, A3.1, A3.2, A3.3
ARCHITECTURAL FOR BUTLER ONLY	1-7-2020	TS, L1, A1.1, A1.2, A3.1, A3.2, A4.1
PLAN DEVELOPMENT SET #10 (SPA REV)	1-10-2020	TS, L1, C1.0, C1.1, C2.0, C2.1, C3.0, C4.0, C5.0, E1, A1.1, A3.1, A3.2, A3.3



State ID# 680499

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PROJECT:
INFINITY MACHINE CORP
BUILDING ADDITION
2249 AMERICAN BLVD
DE PERE, WI 54115

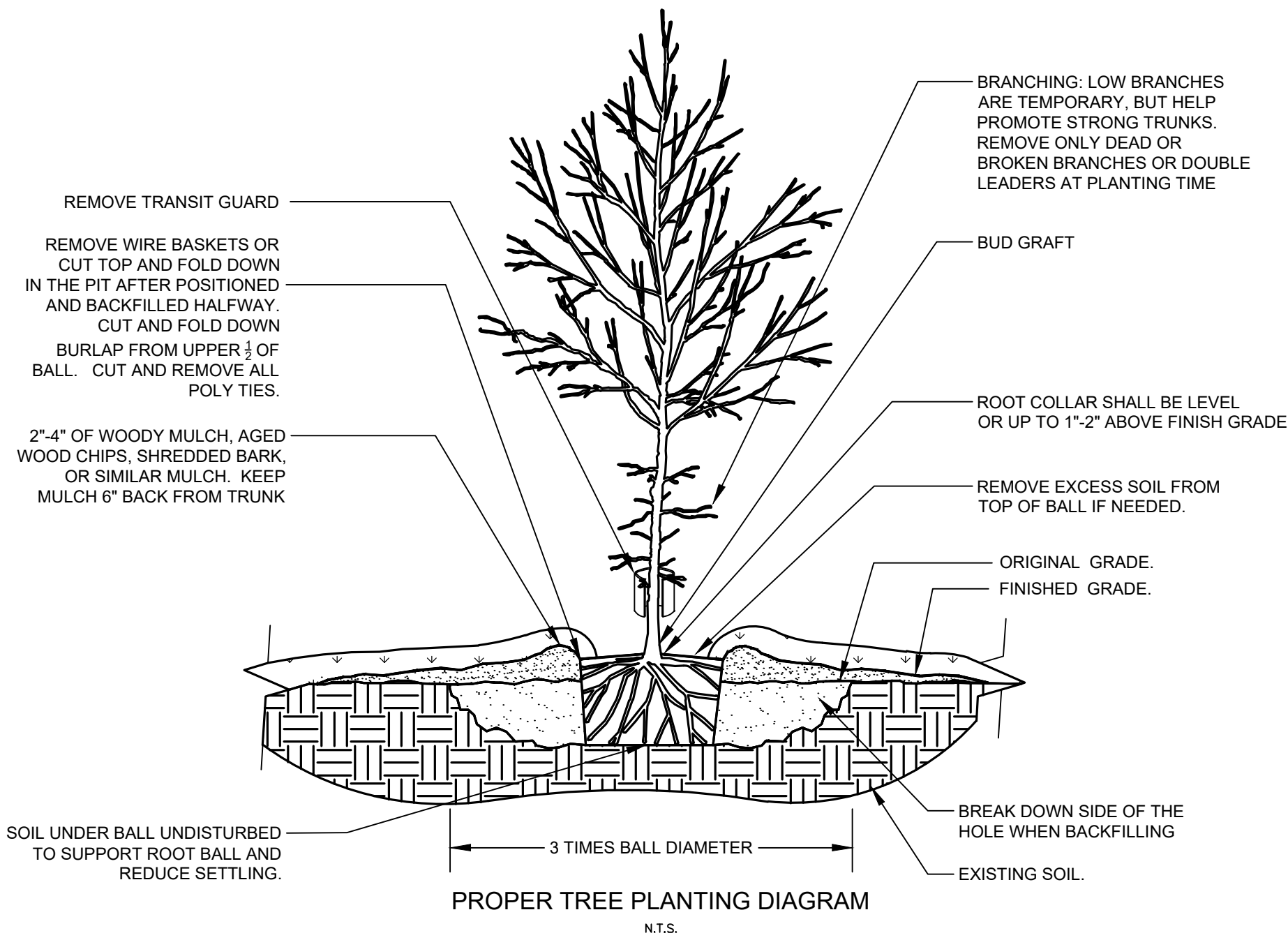
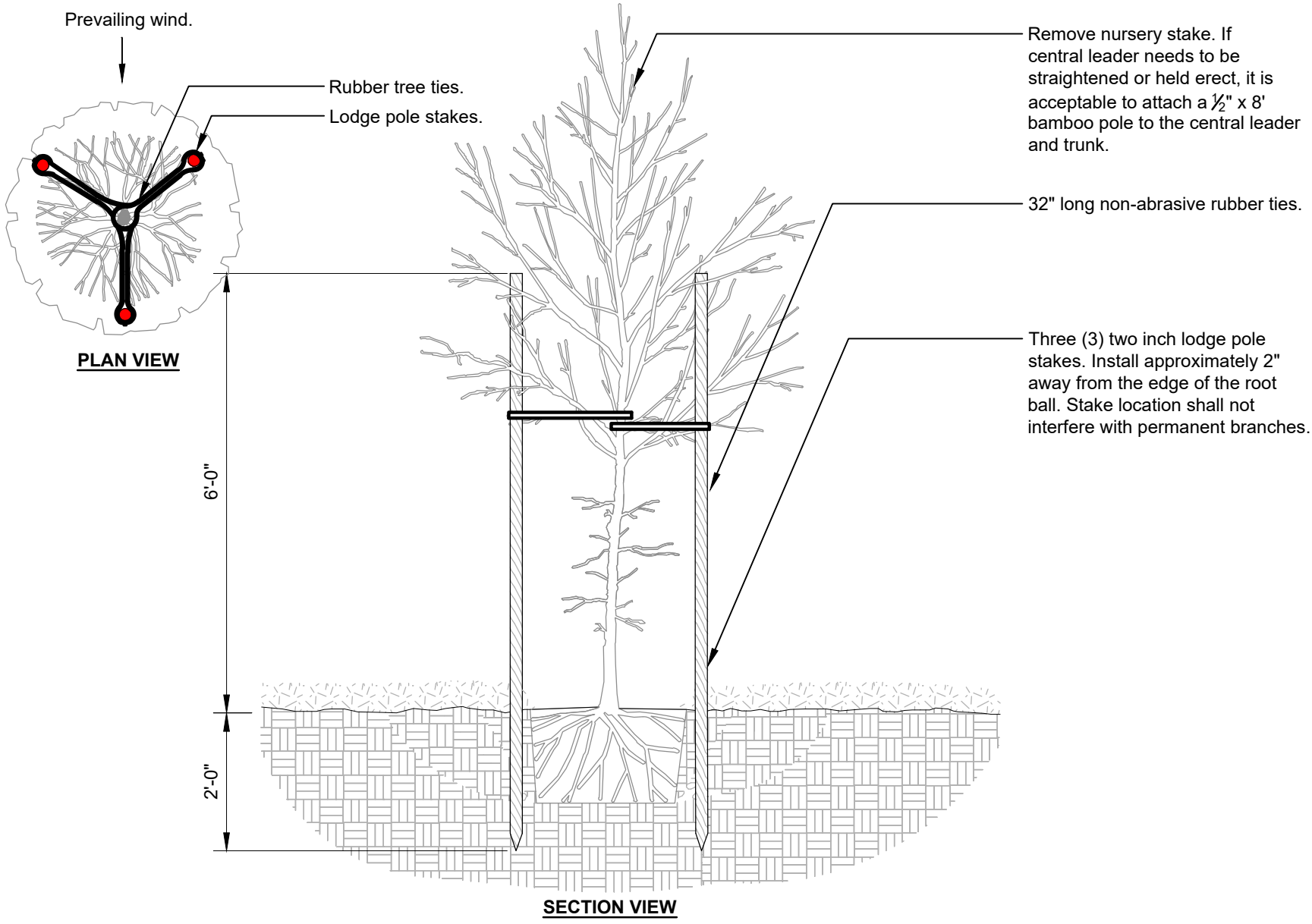
PROJECT NO.:
20-001

SHEET NO.:
TS

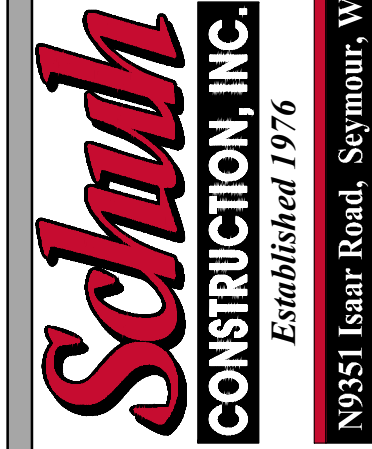
DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
BUTLER
METAL BUILDINGS
N9351 Isaar Road, Seymour, WI 54165 / T-920.433.2158 / F-920.433.6465 / www.schuhconstruction.com

LANDSCAPE SCHEDULE				
KEY TAG	COMMON NAME	SIZE	QUANTITY	LOCATION
LP-1	STATE STREET MAPLE	1 1/2" DIA. B&B	6	LANDSCAPE ISLANDS IN PARKING LOT
LP-2	NORWAY SPRUCE	1 1/2" DIA. B&B	11	NORTH PROPERTY LINE BORDER
LP-3	EMERALD GREEN ARBORVITAE	18"	23	WEST AND SOUTH WALL OF NEW BLDG
LP-4	EMERALD GREEN ARBORVITAE	18"	8	SW PROPERTY (INSIDE) CORNER
LP-5	STATE STREET MAPLE	1 1/2" DIA. B&B	5	SW PROPERTY (INSIDE) CORNER
NOTE:				
• PLANTING BEDS TO BE EDGED WITH VALLEY VIEW POLY EDGING IN LAWN AREAS				
• ALL PLANTING BEDS TO BE MULCHED WITH WHITE RIVER STONE, 1 1/2" DIAMETER OVER TYFAR FABRIC WEED BARRIER				
• ALL TREES TO BE STAKED				
• ALL LAWN/GREEN AREAS TO BE SEEDED OR SOODED				
• ALL TREES TO HAVE A 4'-0" DIAMETER MULCHED RING AROUND THEM PER CITY SPECS. ALL PLANTINGS, MULCHING, AND STAKING SHOULD BE IN ACCORDANCE WITH WDNR RECOMMENDATIONS, AND CURRENT PROPER PRACTICES				
• ALL PLANT MATERIAL AND BEDS REQUIRE A FOLLOW-UP VISIT. TRIM PLANTS FOR HEALTH AND SHAPE AND REPLACE DEAD PLANTS THE FOLLOWING SPRING				

LANDSCAPE REQUIREMENTS	
OPEN SPACE PROVIDED:	31.9% (GRASS AND LANDSCAPING)
TREES REQUIRED:	1 PER 10,000 S.F. LOT AREA = 44 TOTAL TREES REQUIRED
DECIDUOUS HARDWOOD TREES:	30% OF 44 = 14 HARDWOOD TREES REQUIRED
EXISTING TREES:	18 (11 HARDWOOD, 7 EVERGREEN)
NEW TREES REQUIRED:	26 (3 HARDWOOD, 23 EVERGREEN)
NEW TREES PROVIDED:	53 (11 HARDWOOD, 42 EVERGREEN)
INTERNAL LANDSCAPE ISLANDS REQUIRED:	129,362 SQ FT PARKING / 21,780 = 5.93
PROPOSED LANDSCAPE ISLANDS:	(3) EXISTING / (3) ADDITIONAL PROPOSED = (6) TOTAL



LOCAL CODE / SITE REQUIREMENTS		
PARCEL:	WD-1372 + NEW PARCEL #	FLOOR AREA RATIO: MAXIMUM OF 0.5 ALLOWED / 0.39 PROVIDED
ZONING:	INDUSTRIAL BUSINESS 2 (I-B-2) (W) - INDUSTRIAL BUSINESS 1 (I-B-1) (E)	SITE COVERAGE: 299,245 S.F. - 68.1% (BUILDINGS, CONCRETE AND ASPHALT)
SETBACKS -	FRONT: 40' -	OPEN SPACE REQUIRED: 109,883 S.F. - 25% MIN. (GRASS AND LANDSCAPING)
	REAR: 25' -	OPEN SPACE PROVIDED: 140,287 S.F. (31.9%)
	SIDE: 25' -	TREES REQUIRED: 1 PER 10,000 S.F. LOT AREA = 44 TOTAL TREES REQUIRED
	SIDE: 30' -	DECIDUOUS HARDWOOD TREES: 30% OF 44 = 14 HARDWOOD TREES REQUIRED
PARKING SETBACKS:	FRONT: NONE LISTED	EXISTING TREES: 18
	SIDE: 25' -	REAR: N/A
LOT AREA:	EXISTING 177,165 S.F. + ADDITION 262,367 S.F. = 439,532 S.F. (10.09 ACRES)	PARKING STALL SIZE: 8.5' X 18' REQUIRED / 9' X 20' PROVIDED
BUILDING AREA:	EXISTING 73,376 S.F. + ADDITION 96,247 S.F. = 169,623 S.F.	PARKING AISLE SIZE: 24' REQUIRED / 27'-0" MINIMUM PROVIDED (VARIES ELSEWHERE)
PAVING AREA:	EXISTING 36,342 S.F. + ADDITIONAL 93,280 S.F. = 129,622 S.F.	PARKING CALC: 1 PER 1,000 S.F. GROSS BUILDING AREA REQ.
DISTURBED AREA:	APPROX 249,000 S.F.	PARKING STALLS REQ'D: 170 (6) ACCESSIBLE REQUIRED
		PARKING STALLS PROVIDED: 65 EXISTING + 7 ACCESSIBLE + 110 PROPOSED = 182 TOTAL PROVIDED



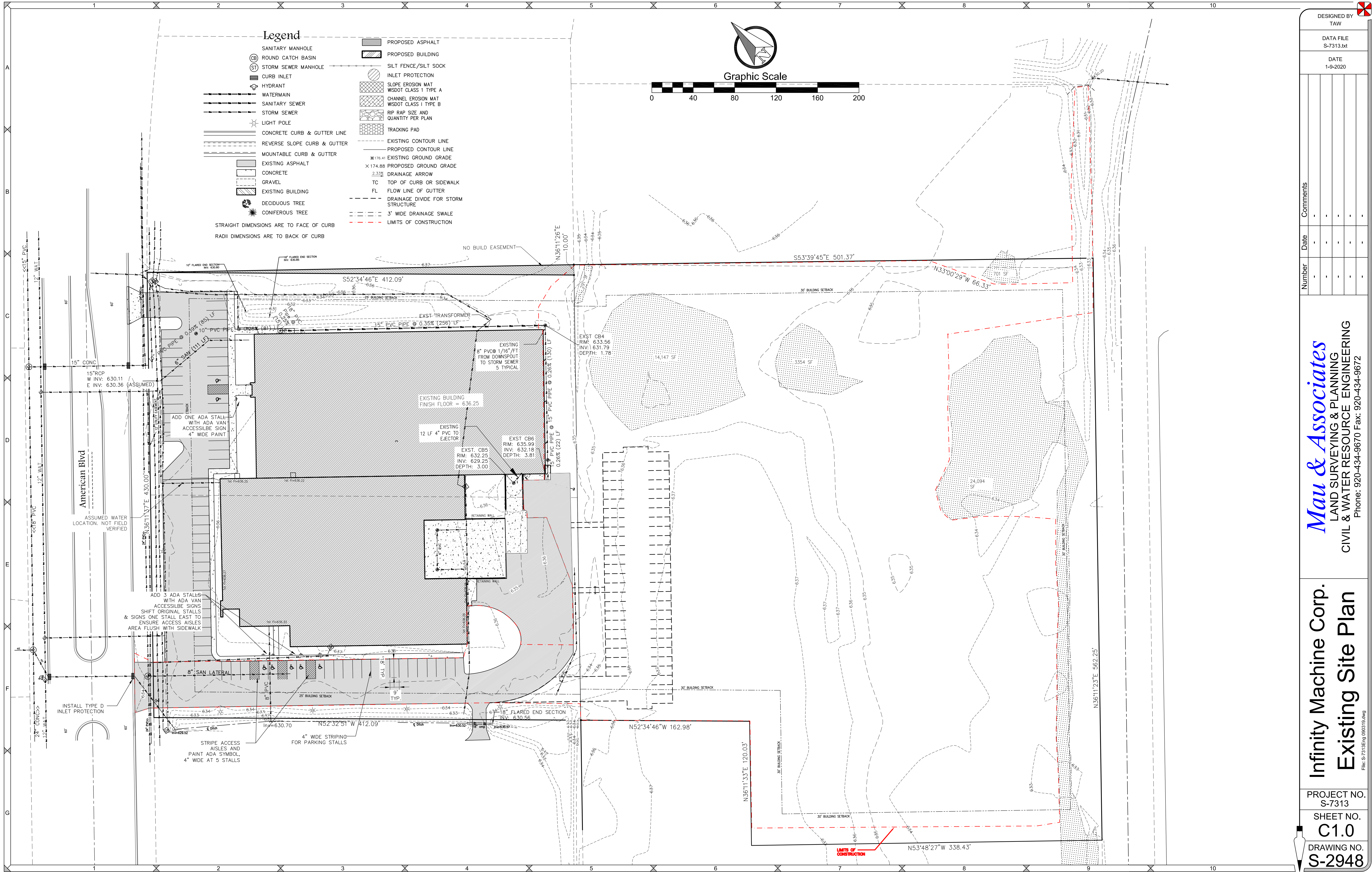
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PROJECT:
**INFINITY MACHINE CORP
BUILDING ADDITION**
2249 AMERICAN BLVD
DE PERE, WI 54115

PROJECT NO.:
20-001

SHEET NO.:
L1



DESIGNED BY
TAW

DATA FILE
S-7313.txt

DATE
1-9-2020

Number	Date	Comments
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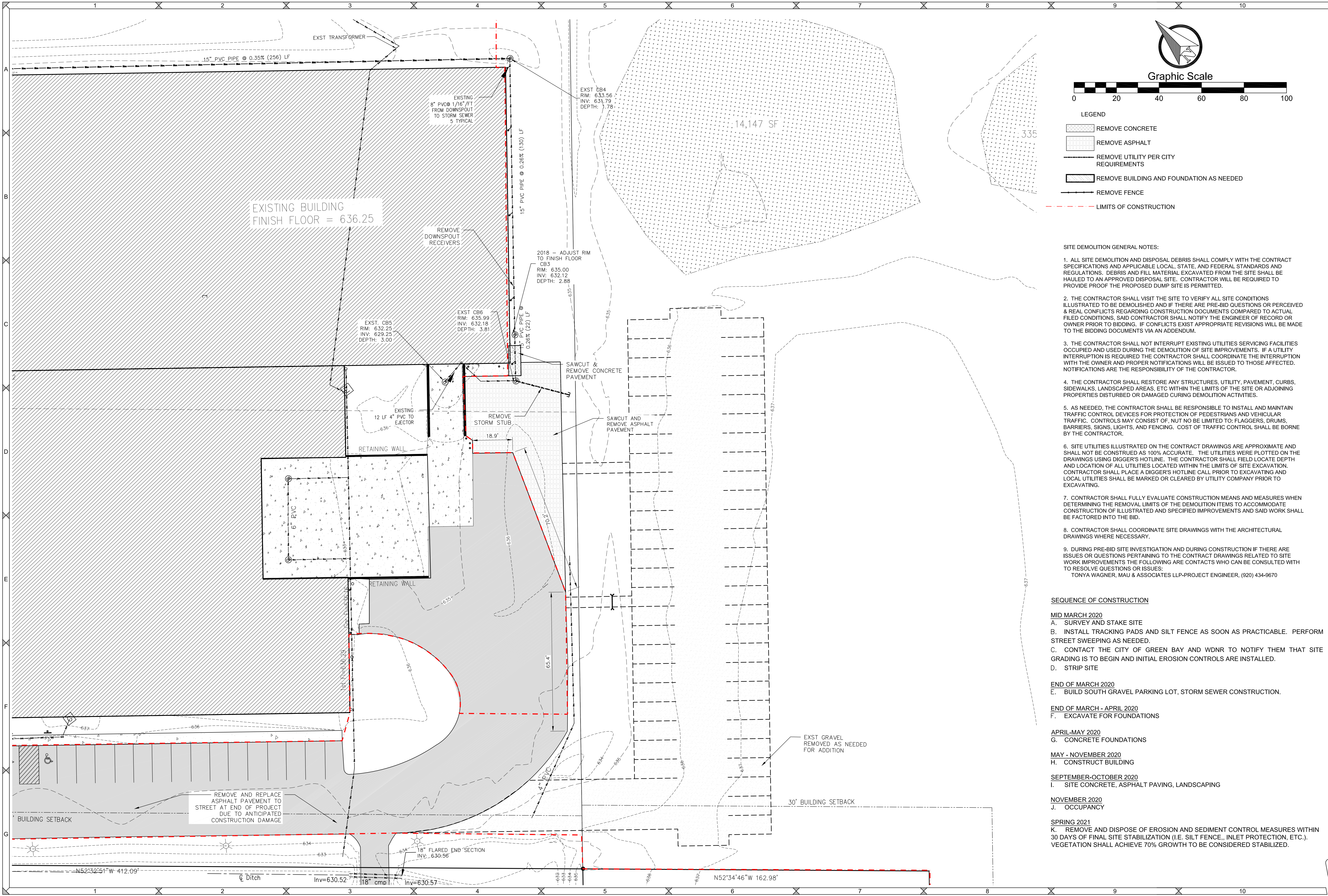
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Infinity Machine Corp.
Existing Site Plan
File: S-7313-ENG 000318.dwg

PROJECT NO.
S-7313

SHEET NO.
C1.0

DRAWING NO.
S-2948



SITE DEMOLITION GENERAL NOTES:

1. ALL SITE DEMOLITION AND DISPOSAL DEBRIS SHALL COMPLY WITH THE CONTRACT SPECIFICATIONS AND APPLICABLE LOCAL, STATE, AND FEDERAL STANDARDS AND REGULATIONS. DEBRIS AND FILL MATERIAL EXCAVATED FROM THE SITE SHALL BE HAULED TO AN APPROVED DISPOSAL SITE. CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF THE PROPOSED DUMP SITE IS PERMITTED.
2. THE CONTRACTOR SHALL VISIT THE SITE TO VERIFY ALL SITE CONDITIONS ILLUSTRATED TO BE DEMOLISHED AND IF THERE ARE PRE-BID QUESTIONS OR PERCEIVED & REAL CONFLICTS REGARDING CONSTRUCTION DOCUMENTS COMPARED TO ACTUAL FILED CONDITIONS, SAID CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OR OWNER PRIOR TO BIDDING. IF CONFLICTS EXIST APPROPRIATE REVISIONS WILL BE MADE TO THE BIDDING DOCUMENTS VIA AN ADDENDUM.
3. THE CONTRACTOR SHALL NOT INTERRUPT EXISTING UTILITIES SERVICING FACILITIES OCCUPIED AND USED DURING THE DEMOLITION OF SITE IMPROVEMENTS. IF A UTILITY INTERRUPTION IS REQUIRED THE CONTRACTOR SHALL COORDINATE THE INTERRUPTION WITH THE OWNER AND PROPER NOTIFICATIONS WILL BE ISSUED TO THOSE AFFECTED. NOTIFICATIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL RESTORE ANY STRUCTURES, UTILITY, PAVEMENT, CURBS, SIDEWALKS, LANDSCAPED AREAS, ETC WITHIN THE LIMITS OF THE SITE OR ADJOINING PROPERTIES DISTURBED OR DAMAGED DURING DEMOLITION ACTIVITIES.
5. AS NEEDED, THE CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL AND MAINTAIN TRAFFIC CONTROL DEVICES FOR PROTECTION OF PEDESTRIANS AND VEHICULAR TRAFFIC. CONTROLS MAY CONSIST OF, BUT NOT BE LIMITED TO: FLAGGERS, DRUMS, BARRIERS, SIGNS, LIGHTS, AND FENCING. COST OF TRAFFIC CONTROL SHALL BE BORNE BY THE CONTRACTOR.
6. SITE UTILITIES ILLUSTRATED ON THE CONTRACT DRAWINGS ARE APPROXIMATE AND SHALL NOT BE CONSTRUED AS 100% ACCURATE. THE UTILITIES WERE PLOTTED ON THE DRAWINGS USING DIGGER'S HOTLINE. THE CONTRACTOR SHALL FIELD LOCATE DEPTH AND LOCATION OF ALL UTILITIES LOCATED WITHIN THE LIMITS OF SITE EXCAVATION. CONTRACTOR SHALL PLACE A DIGGER'S HOTLINE CALL PRIOR TO EXCAVATING AND LOCAL UTILITIES SHALL BE MARKED OR CLEARED BY UTILITY COMPANY PRIOR TO EXCAVATING.
7. CONTRACTOR SHALL FULLY EVALUATE CONSTRUCTION MEANS AND MEASURES WHEN DETERMINING THE REMOVAL LIMITS OF THE DEMOLITION ITEMS TO ACCOMMODATE CONSTRUCTION OF ILLUSTRATED AND SPECIFIED IMPROVEMENTS AND SAID WORK SHALL BE FACTORED INTO THE BID.
8. CONTRACTOR SHALL COORDINATE SITE DRAWINGS WITH THE ARCHITECTURAL DRAWINGS WHERE NECESSARY.
9. DURING PRE-BID SITE INVESTIGATION AND DURING CONSTRUCTION IF THERE ARE ISSUES OR QUESTIONS PERTAINING TO THE CONTRACT DRAWINGS RELATED TO SITE WORK IMPROVEMENTS THE FOLLOWING ARE CONTACTS WHO CAN BE CONSULTED WITH TO RESOLVE QUESTIONS OR ISSUES:
TONYA WAGNER, MAU & ASSOCIATES LLP-PROJECT ENGINEER, (920) 434-9670

SEQUENCE OF CONSTRUCTION

- MID MARCH 2020
A. SURVEY AND STAKE SITE
B. INSTALL TRACKING PADS AND SILT FENCE AS SOON AS PRACTICABLE. PERFORM STREET SWEEPING AS NEEDED.
C. CONTACT THE CITY OF GREEN BAY AND WDNR TO NOTIFY THEM THAT SITE GRADING IS TO BEGIN AND INITIAL EROSION CONTROLS ARE INSTALLED.
D. STRIP SITE
- END OF MARCH 2020
E. BUILD SOUTH GRAVEL PARKING LOT, STORM SEWER CONSTRUCTION.
- END OF MARCH - APRIL 2020
F. EXCAVATE FOR FOUNDATIONS
- APRIL-MAY 2020
G. CONCRETE FOUNDATIONS
H. CONSTRUCT BUILDING
- MAY - NOVEMBER 2020
I. SITE CONCRETE, ASPHALT PAVING, LANDSCAPING
- SEPTEMBER-OCTOBER 2020
J. OCCUPANCY
- NOVEMBER 2020
K. REMOVE AND DISPOSE OF EROSION AND SEDIMENT CONTROL MEASURES WITHIN 30 DAYS OF FINAL SITE STABILIZATION (I.E. SILT FENCE, INLET PROTECTION, ETC.). VEGETATION SHALL ACHIEVE 70% GROWTH TO BE CONSIDERED STABILIZED.

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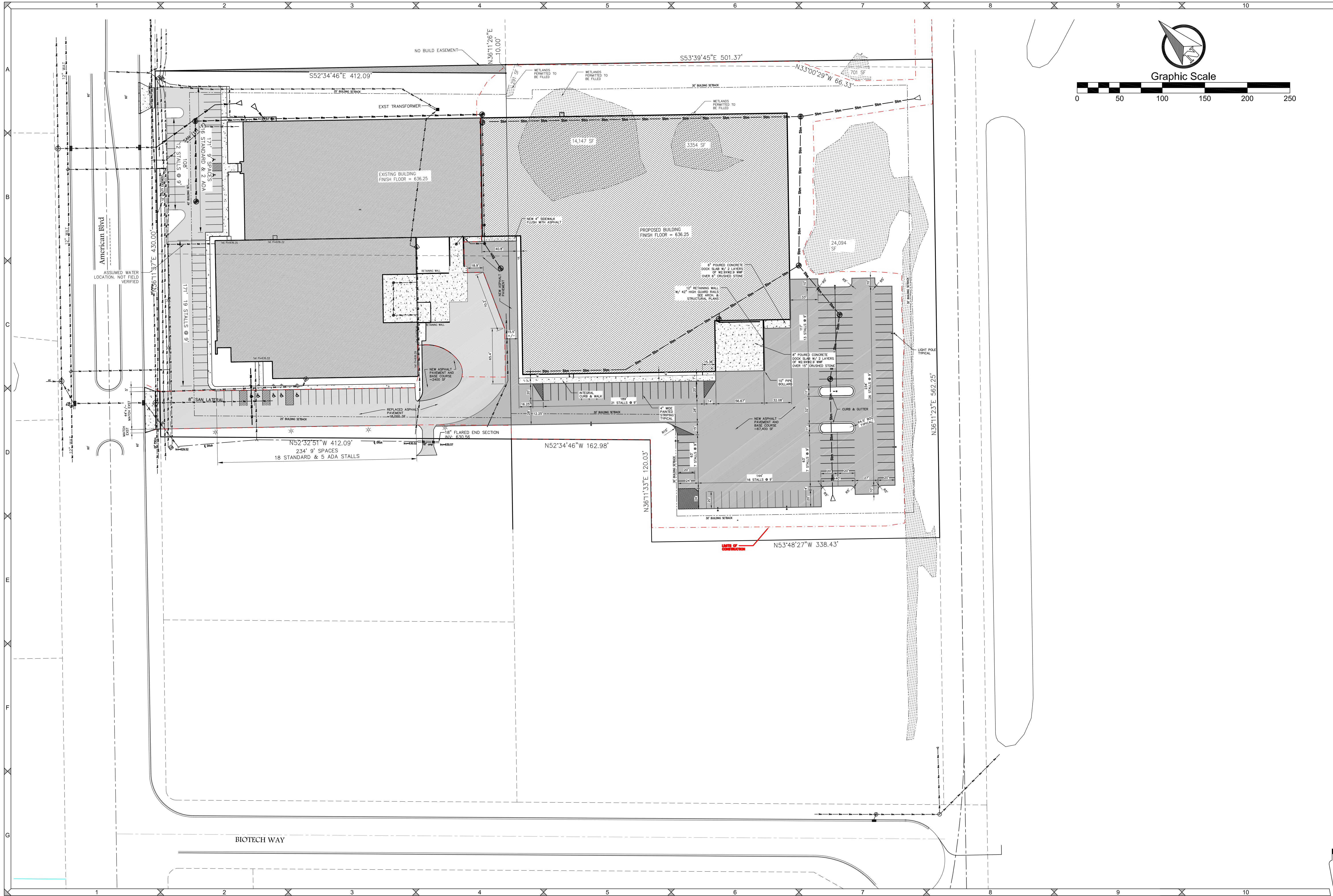
DATA FILE
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DATE
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Number	Date	Comments
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Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Infinity Machine Corp.
Site Demolition Plan
PROJECT NO.
S-7313
SHEET NO.
C1.1
DRAWING NO.
S-2948



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Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Infinity Machine Corp.

Overall Site Plan

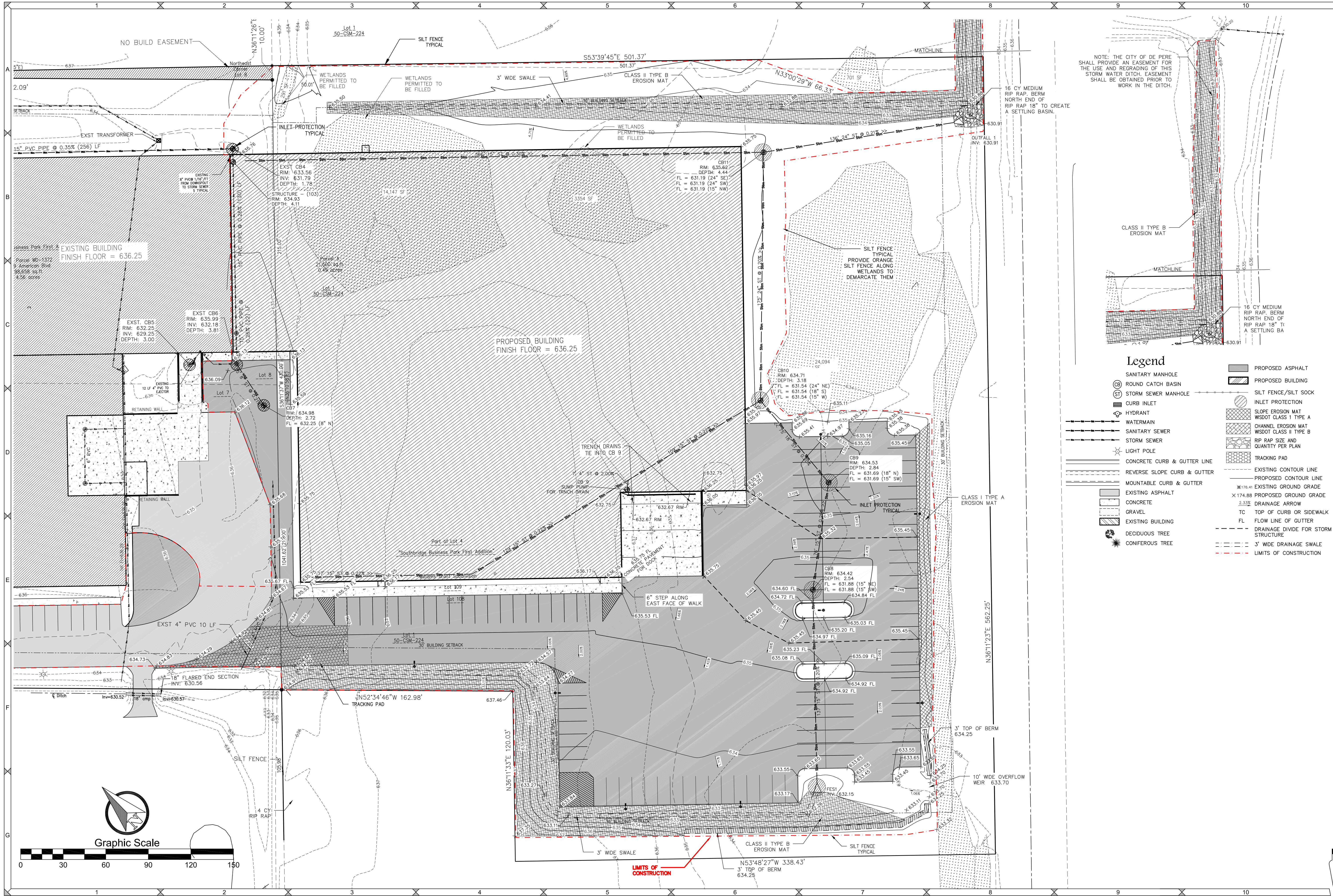
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PROJECT NO.
S-7313

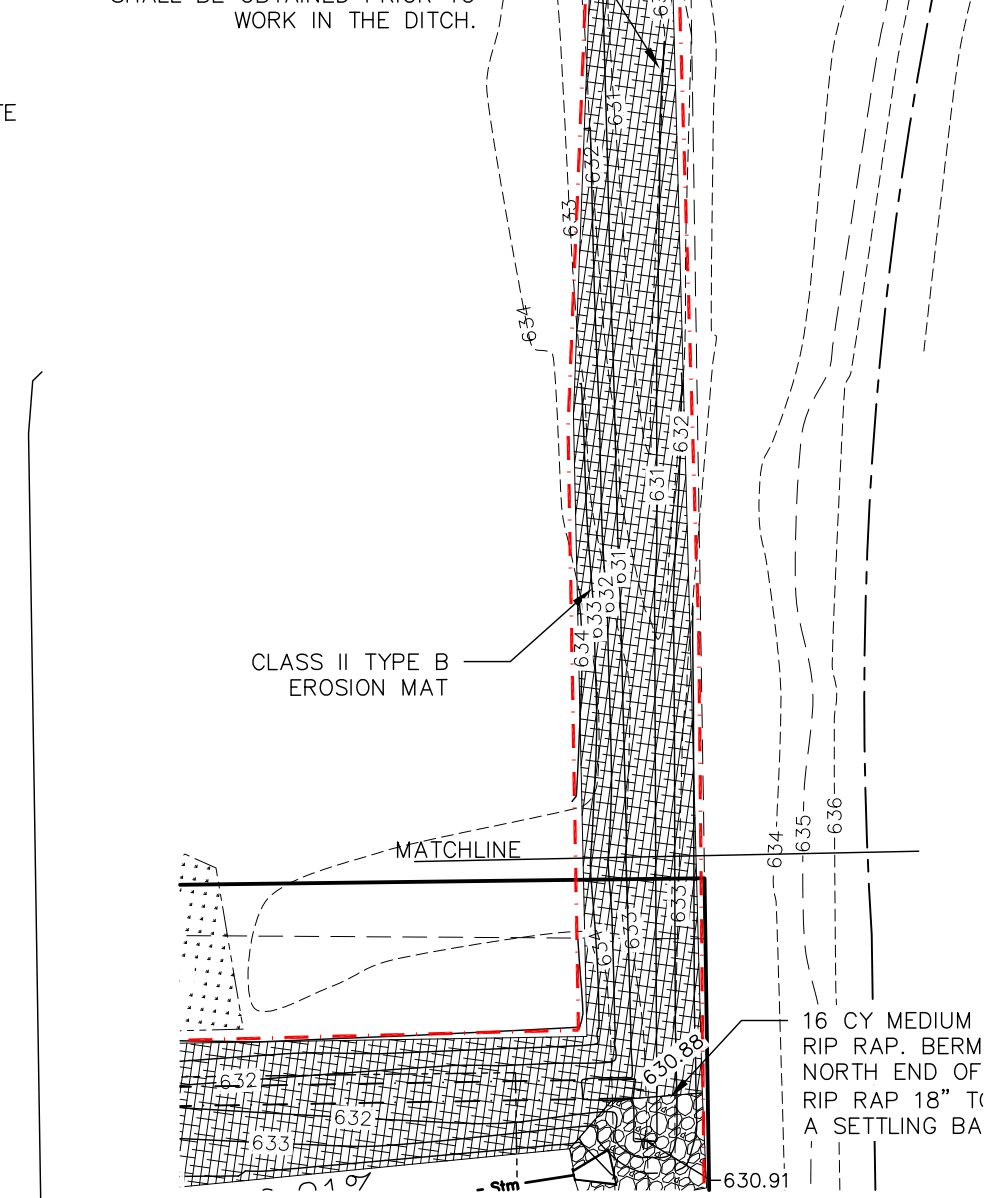
SHEET NO.
C2.0

DRAWING NO.
S-2948





NOTE: THE CITY OF DE PERE SHALL PROVIDE AN EASEMENT FOR THE USE AND REGRADING OF THIS STORM WATER DITCH. EASEMENT SHALL BE OBTAINED PRIOR TO WORK IN THE DITCH.



- Legend**
- SANITARY MANHOLE
 - ROUND CATCH BASIN
 - STORM SEWER MANHOLE
 - CURB INLET
 - HYDRANT
 - WATERMAIN
 - SANITARY SEWER
 - STORM SEWER
 - LIGHT POLE
 - CONCRETE CURB & GUTTER LINE
 - REVERSE SLOPE CURB & GUTTER
 - MOUNTABLE CURB & GUTTER
 - EXISTING ASPHALT
 - CONCRETE
 - GRAVEL
 - EXISTING BUILDING
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - PROPOSED ASPHALT
 - PROPOSED BUILDING
 - SILT FENCE/SILT SOCK
 - INLET PROTECTION
 - SLOPE EROSION MAT
 - WSDOT CLASS 1 TYPE A
 - CHANNEL EROSION MAT
 - WSDOT CLASS II TYPE B
 - RIP RAP SIZE AND QUANTITY PER PLAN
 - TRACKING PAD
 - EXISTING CONTOUR LINE
 - PROPOSED CONTOUR LINE
 - EXISTING GROUND GRADE
 - PROPOSED GROUND GRADE
 - DRAINAGE ARROW
 - TOP OF CURB OR SIDEWALK
 - FL
 - FLOW LINE OF GUTTER
 - DRAINAGE DIVIDE FOR STORM STRUCTURE
 - 3' WIDE DRAINAGE SWALE
 - LIMITS OF CONSTRUCTION

DESIGNED BY
TAW

DATA FILE
S-7313.txt

DATE
1-9-2020

Number	Date	Comments
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-	-	-
-	-	-
-	-	-

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Infinity Machine Corp.
Grading, Utility, &
Erosion Control Plan
File: S-7313.dwg (03/03/2020)

PROJECT NO.
S-7313

SHEET NO.
C3.0

DRAWING NO.
S-2948

Contact Information

Owner(s):

AND Beyond, LLC
Scott Santaga
2249 American Blvd
De Pere, WI 54115
920-965-0222

Engineer:

Mau & Associates, LLP
Contact: Tonya Wagner, P.E.
400 Security Boulevard
Green Bay, WI 54313
(920) 434-9670

CONSTRUCTION SITE EROSION CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS AND IF NO STANDARD EXISTS THE WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK (CURRENT EDITION) SHALL BE REFERENCED. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO DISTURBING THE SITE. CONTRACTORS SHALL MINIMIZE THE DURATION AND SIZE OF DISTURBED AREAS TO THE MAXIMUM EXTENT PRACTICABLE. EROSION AND SEDIMENT CONTROL PRACTICES PROPOSED FOR THIS PROJECT ARE DESCRIBED AS FOLLOWS:

SEDIMENT TRACKING FROM CONSTRUCTION SITE:

- STONE TRACKING PAD(S) - TECHNICAL STANDARD 1057
STONE TRACKING PADS WILL BE INSTALLED AT ENTRANCES SHOWN ON THE SITE. TRACKING PADS SHALL BE IN PLACE PRIOR TO LAND DISTURBING ACTIVITIES.
WASH WATER FROM VEHICLE AND WHEEL WASHING SHALL BE TREATED BEFORE ENTERING WATERS OF THE STATE.
- STREET SWEEPING/CLEANING
SEDIMENT TRACKED FROM THE CONSTRUCTION SITE SHALL BE CLEANED UP AT THE END OF EACH WORK DAY UNLESS THE SEDIMENT PRESENTS A HAZARD. SEDIMENT PRESENTING A HAZARD MUST BE CLEANED UP IMMEDIATELY.

SEDIMENT CARRIED OFF-SITE BY OVERLAND FLOW OR RUNOFF:

- SILT FENCE - TECHNICAL STANDARD 1056
SILT FENCE WILL BE INSTALLED DOWN-SLOPE OF ALL DISTURBED AREAS OF THE SITE. THE FENCE SHALL BE INSTALLED ALONG THE CONTOURS AND BE IN-PLACE PRIOR TO LAND DISTURBING ACTIVITIES.
- SEEDING - TECHNICAL STANDARD 1059; MULCHING - TECHNICAL STANDARD 1058
DISTURBED AREAS OF THE SITE SHALL BE SEEDED AND MULCHED AS SOON AS THEY ARE BROUGHT TO FINISHED GRADE. IN ADDITION, ANY STOCK PILES IN PLACE FOR 7 DAYS OR MORE SHALL BE SEEDED AND MULCHED.
- NON-CHANNEL EROSION MAT - TECHNICAL STANDARD 1052
EROSION CONTROL MAT SHALL BE PLACED AS SHOWN ON THE PLANS, AND/OR AS DETERMINED IN THE FIELD, TO PROTECT THE DISTURBED SLOPES FROM EROSION. NON-CHANNEL EROSION MAT SHALL BE INSTALLED AS SOON AS THE SLOPE HAS BEEN BROUGHT TO FINISHED GRADE.
- CONSTRUCTION SITE DIVERSION - TECHNICAL STANDARD 1066
WHERE POSSIBLE, THE SITE WILL BE GRADED SUCH THE RUNOFF FROM UNDISTURBED AREAS IS ROUTED AROUND DISTURBED AREAS OF THE SITE.

SEDIMENT CARRIED OFF-SITE BY DEWATERING OPERATIONS:

- DEWATERING - TECHNICAL STANDARD 1061
DEWATERING IS NOT ANTICIPATED FOR THIS PROJECT. IF IT IS REQUIRED, DEWATERING SHALL BE IN ACCORDANCE WITH THE DEWATERING TECHNICAL STANDARD. ANY NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO DEWATERING OPERATIONS TAKE PLACE.

SEDIMENT ENTERING STORM DRAIN INLETS:

- STORM DRAIN INLET PROTECTION - TECHNICAL STANDARD 1060
ALL INLETS, PROPOSED AND EXISTING, ACCEPTING RUNOFF FROM DISTURBED AREAS OF THE SITE SHALL HAVE INLET PROTECTION INSTALLED PRIOR TO LAND DISTURBING ACTIVITY WITHIN THE AREA DISCHARGING TO THE INLET.

SEDIMENT BEING CARRIED OFF-SITE BY WIND:

- DUST CONTROL - TECHNICAL STANDARD 1068
WHEN REQUIRED, DUST CONTROL MEASURES SHALL BE EMPLOYED TO PREVENT DUST FROM BLOWING OFF-SITE.
- CONCRETE WASHOUT
CONCRETE WASHOUT SHALL BE COLLECTED AND RETAINED, BOTH WATER AND CONCRETE, IN LEAK PROOF CONTAINERS. WASHOUT CAN BE RECYCLED OR REUSED. SEE <http://water.epa.gov/polwaste/npdes/swbmp/upload/concretestwashout.pdf> FOR DETAILS.

INSPECTION AND MAINTENANCE

THE CONTRACTOR IS RESPONSIBLE FOR INSPECTION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS UNTIL THE CONSTRUCTION SITE IS PERMANENTLY STABILIZED WITH A DENSE GRASS COVER. THE CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROLS WEEKLY AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. THE CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROLS FOR STRUCTURAL DAMAGE, SEDIMENT ACCUMULATION, OR ANY OTHER UNDESIRABLE CONDITION. THE CONTRACTOR SHALL REPAIR DAMAGED STRUCTURES PRIOR TO THE END OF EACH WORKING DAY. SEDIMENT SHALL BE REMOVED FROM THE STRUCTURE WHEN THE DEPTH OF SEDIMENT HAS ACCUMULATED TO ONE HALF THE HEIGHT OF OR REQUIRED BY THE APPLICABLE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD (CURRENT EDITION).

THE CONTRACTOR SHALL SUMMARIZE WEEKLY INSPECTION AND MAINTENANCE ACTIVITIES ON A WEEKLY INSPECTION REPORT THAT IS AVAILABLE THROUGH THE WDNR.

THE WEEKLY INSPECTION REPORT SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION:

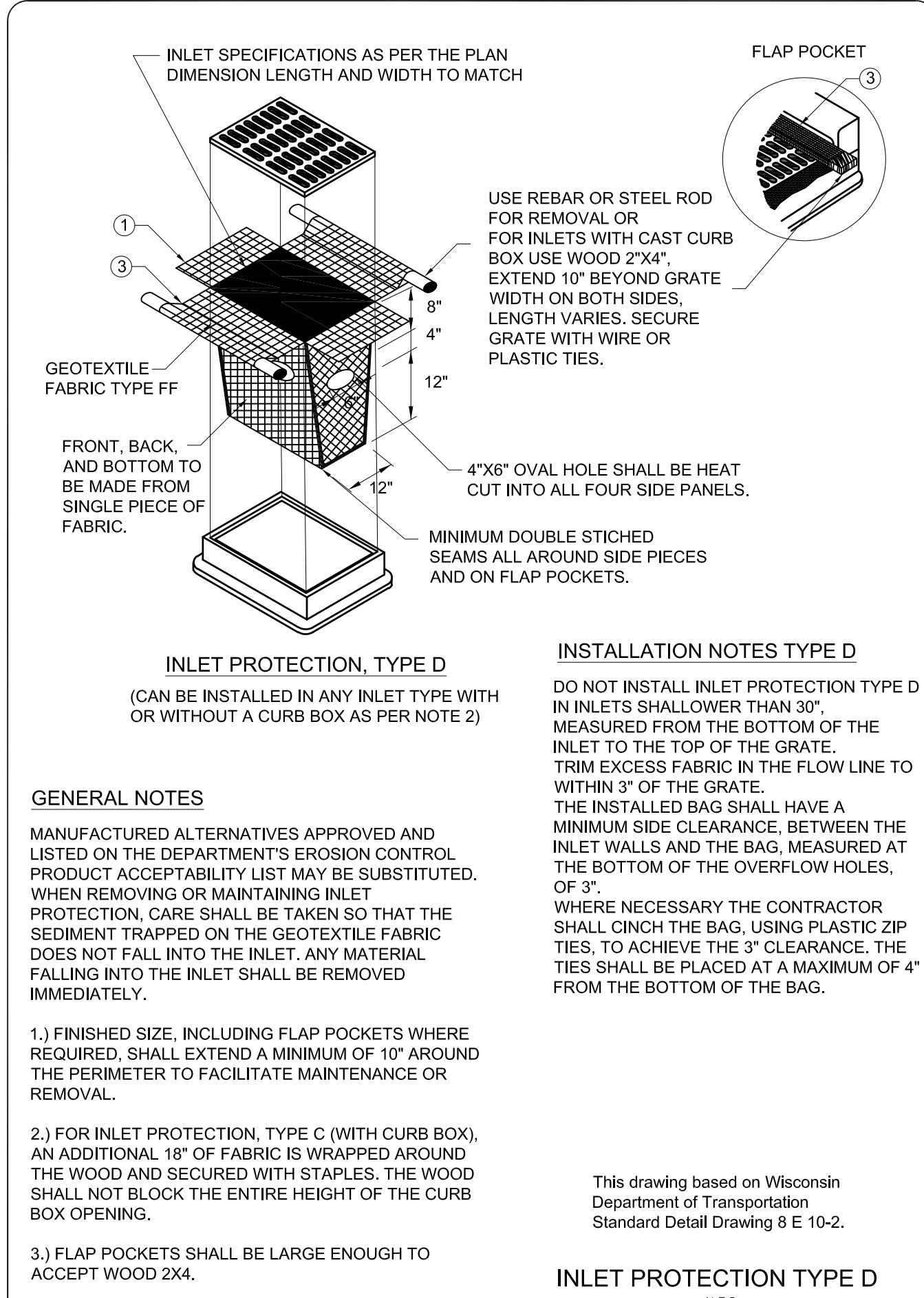
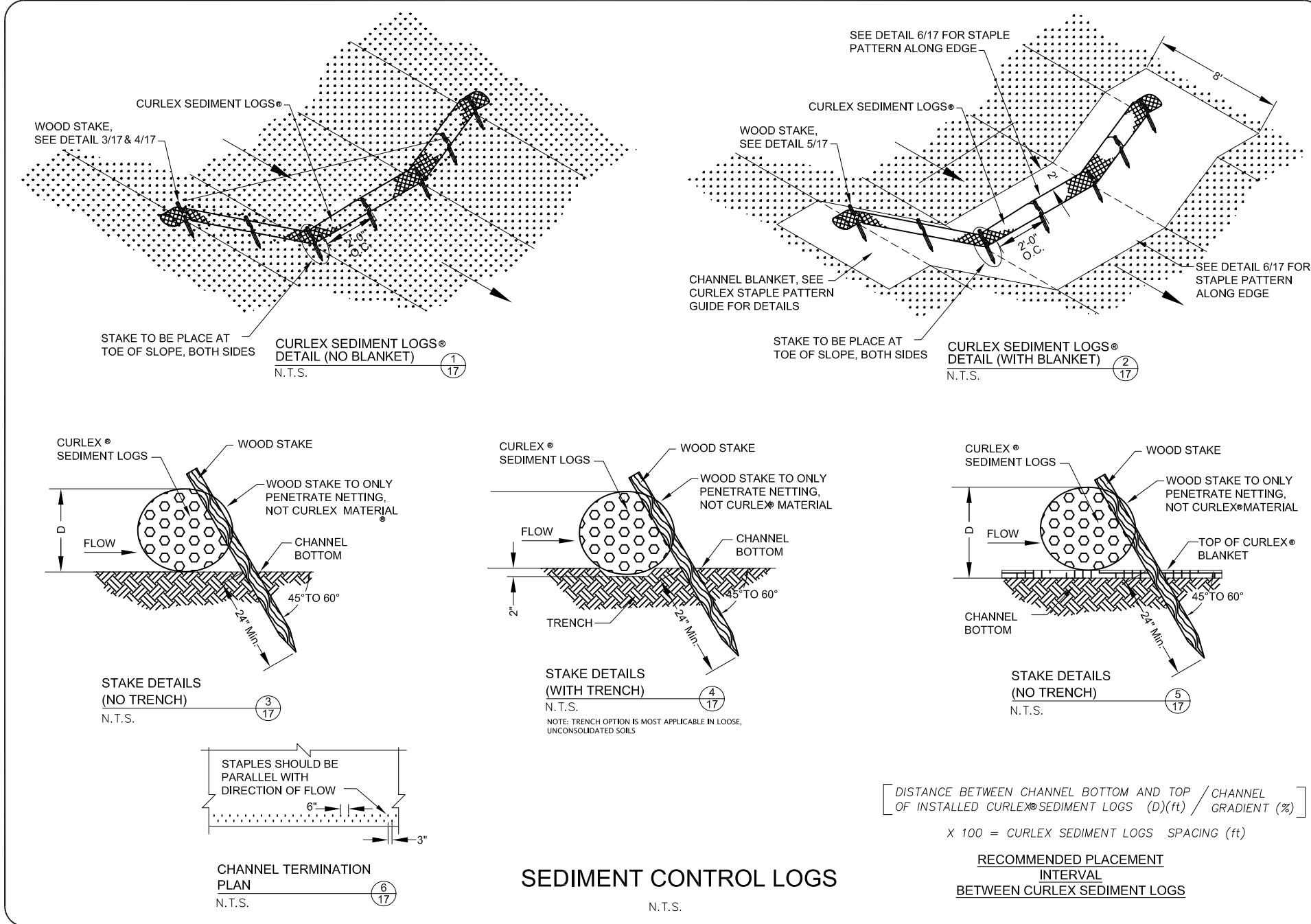
- NAME OF INDIVIDUAL PERFORMING INSPECTION;
- DATE, TIME, AND PLACE OF INSPECTION;
- A DESCRIPTION OF THE CONSTRUCTION PHASE;
- A DESCRIPTION OF EROSION AND SEDIMENT CONTROL INSTALLATIONS;
- A DESCRIPTION OF EROSION AND SEDIMENT CONTROL MAINTENANCE ACTIVITIES;
- AND AN ASSESSMENT OF EROSION AND SEDIMENT CONTROL CONDITIONS.

THE CONTRACTOR SHALL PROMPTLY FURNISH THE ORIGINAL WEEKLY INSPECTION REPORTS TO THE OWNER, OWNER'S REPRESENTATIVE, OR WISCONSIN DEPARTMENT OF NATURAL RESOURCES WHEN REQUESTED. THE CONTRACTOR SHALL KEEP A COPY OF THE APPROVED EROSION & SEDIMENT CONTROL PLAN, PERMITS, AND WEEKLY INSPECTION REPORTS ON-SITE AT ALL TIMES.

ALL WASTE FROM THE CONSTRUCTION SITE SHALL BE PROPERLY DISPOSED OF AND NOT BE ALLOWED TO ENTER THE STORM SEWER SYSTEM, DRAINAGE SYSTEM, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS LOCATED WITHIN THE CONSTRUCTION SITE.

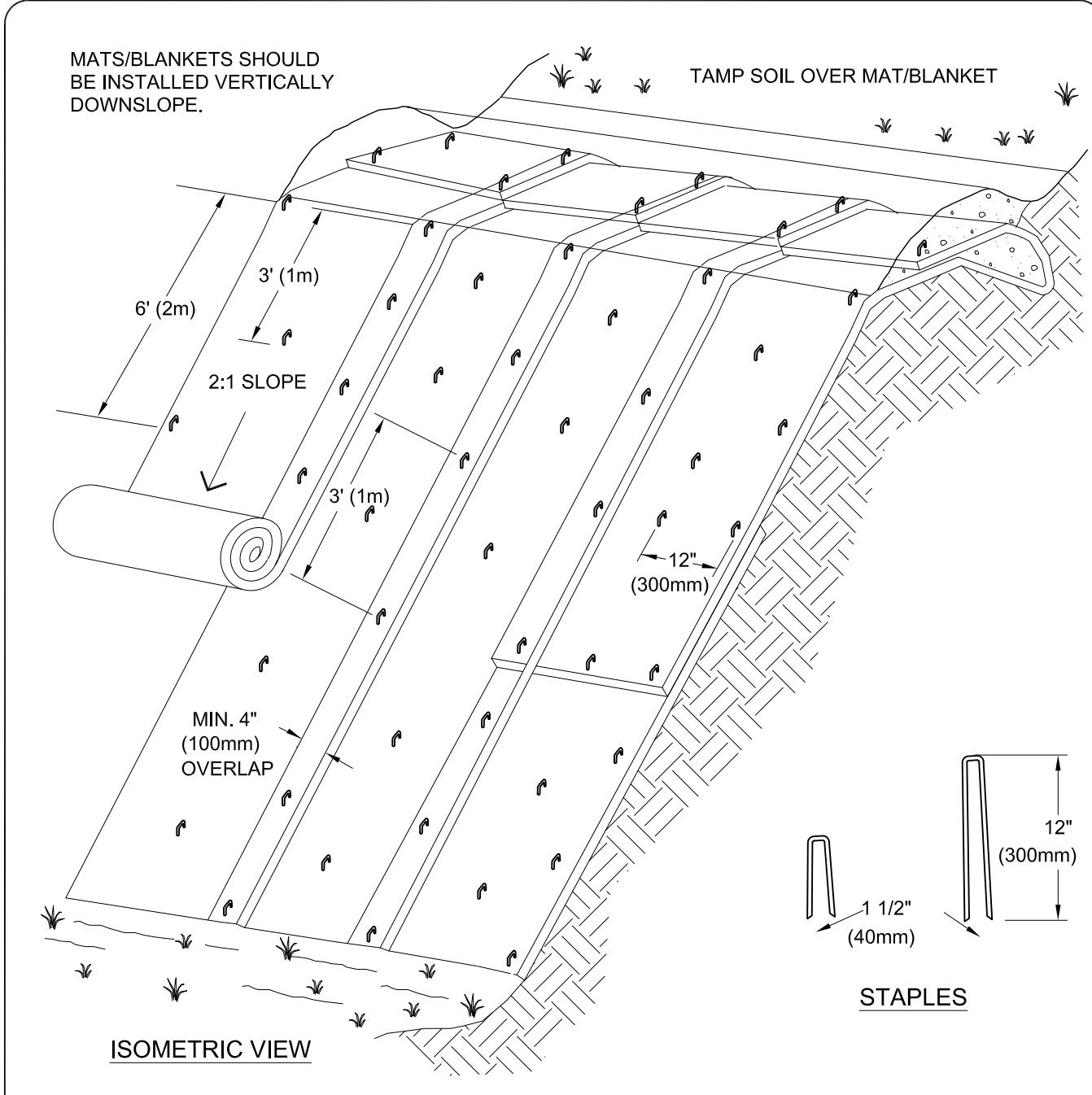
GENERAL NOTES:

- ALL CLEARING, GRADING, GRAVELING, PAVING, AND RESTORATION SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION.
- A COPY OF THE EROSION CONTROL PLAN SHALL BE KEPT ON SITE AT ALL TIMES.
- EROSION CONTROL METHODS SHALL BE IMPLEMENTED AS DIRECTED BY THE ENGINEER. PRIOR TO AND DURING CONSTRUCTION, TO CONTROL WATER POLLUTION, EROSION, AND SILTATION. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS.
- CONTRACTOR IS RESPONSIBLE FOR CONTACTING DIGGERS HOTLINE FOR THE LOCATION OF THE UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL STUMPS.
- EXCESS TOPSOIL SHALL BE STOCKPILED ON THE SITE WITH THE PROPER EROSION CONTROL AT A LOCATION ACCEPTABLE TO THE OWNER.
- CONTRACTOR SHALL DISPOSE OF ALL WASTE AND EXCESS MATERIAL AT AN APPROVED LOCATION.
- CONTRACTOR SHALL PROTECT ALL PROPERTY IRONS. A LICENSED LAND SURVEYOR, AT THE CONTRACTORS EXPENSE, SHALL REPLACE ANY PROPERTY IRONS REMOVED DURING CONSTRUCTION.

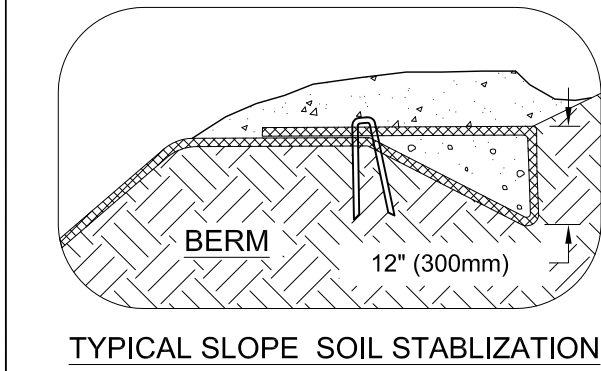


This drawing based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 10-2.

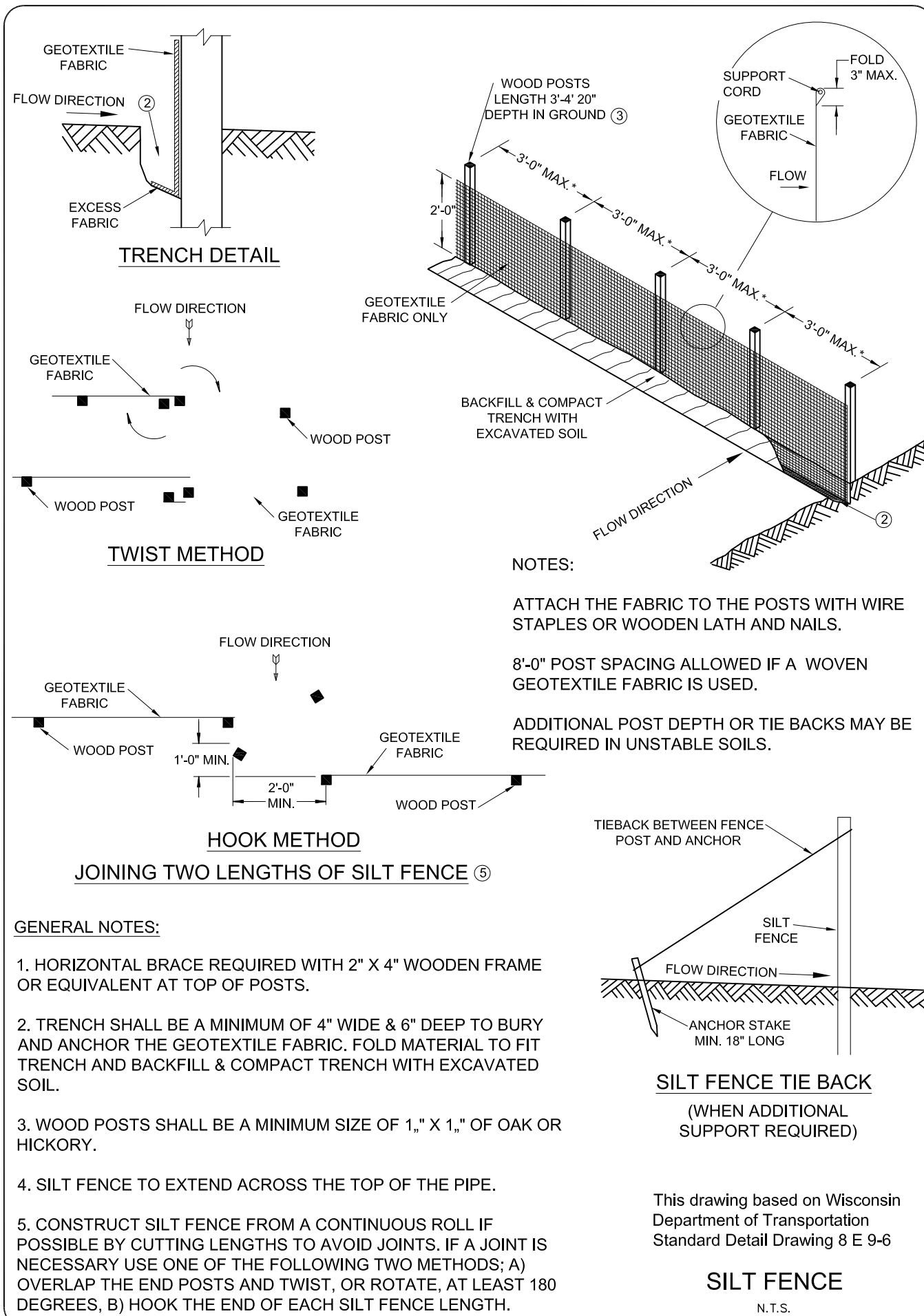
INLET PROTECTION TYPE D
N.T.S.



- NOTES:
- SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS AND GRASS. MATS/BLANKETS SHALL HAVE GOOD SOIL CONTACT.
 - APPLY PERMANENT SEEDING BEFORE PLACING BLANKETS.
 - LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.



EROSION CONTROL MAT FOR SLOPE INSTALLATION
N.T.S.

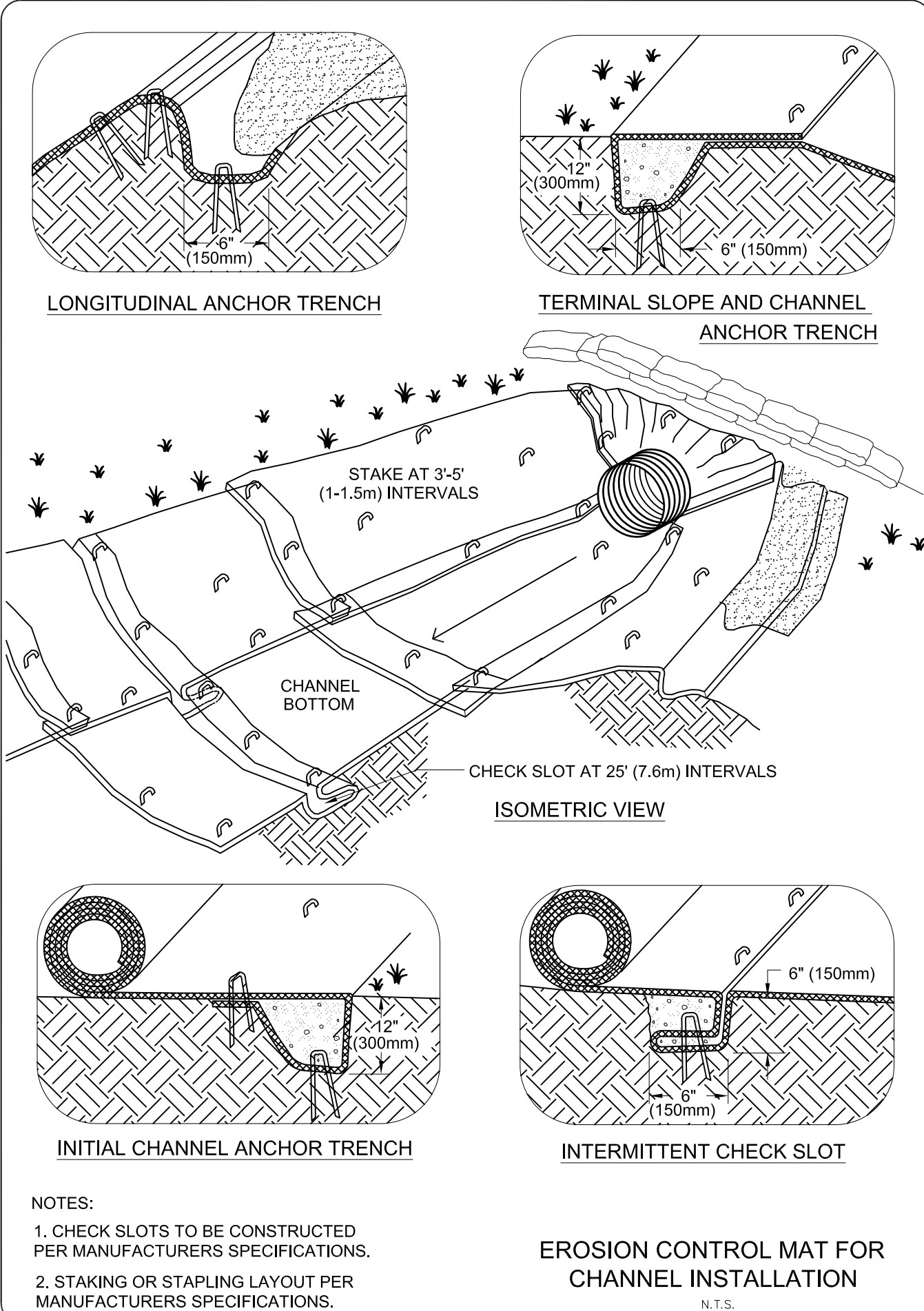


GENERAL NOTES:

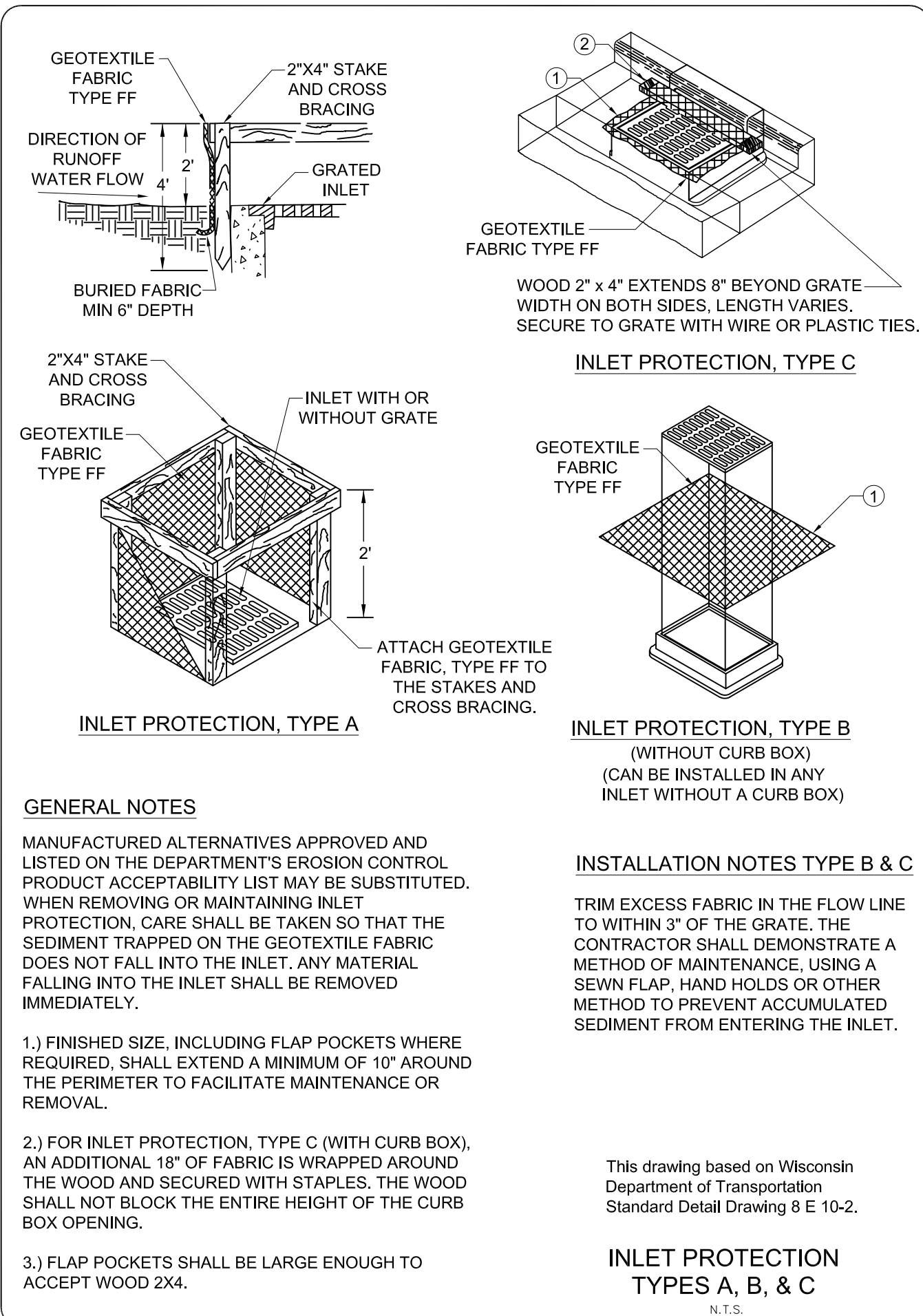
- HORIZONTAL BRACE REQUIRED WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
- TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
- WOOD POSTS SHALL BE A MINIMUM SIZE OF 1" X 1" OF OAK OR HICKORY.
- SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
- CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES. B) HOOK THE END OF EACH SILT FENCE LENGTH.

SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)

SILT FENCE
N.T.S.



- NOTES:
- CHECK SLOTS TO BE CONSTRUCTED PER MANUFACTURERS SPECIFICATIONS.
 - STAKING OR STAPLING LAYOUT PER MANUFACTURERS SPECIFICATIONS.



GENERAL NOTES

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

- FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10' AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
- FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

This drawing based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 10-2.

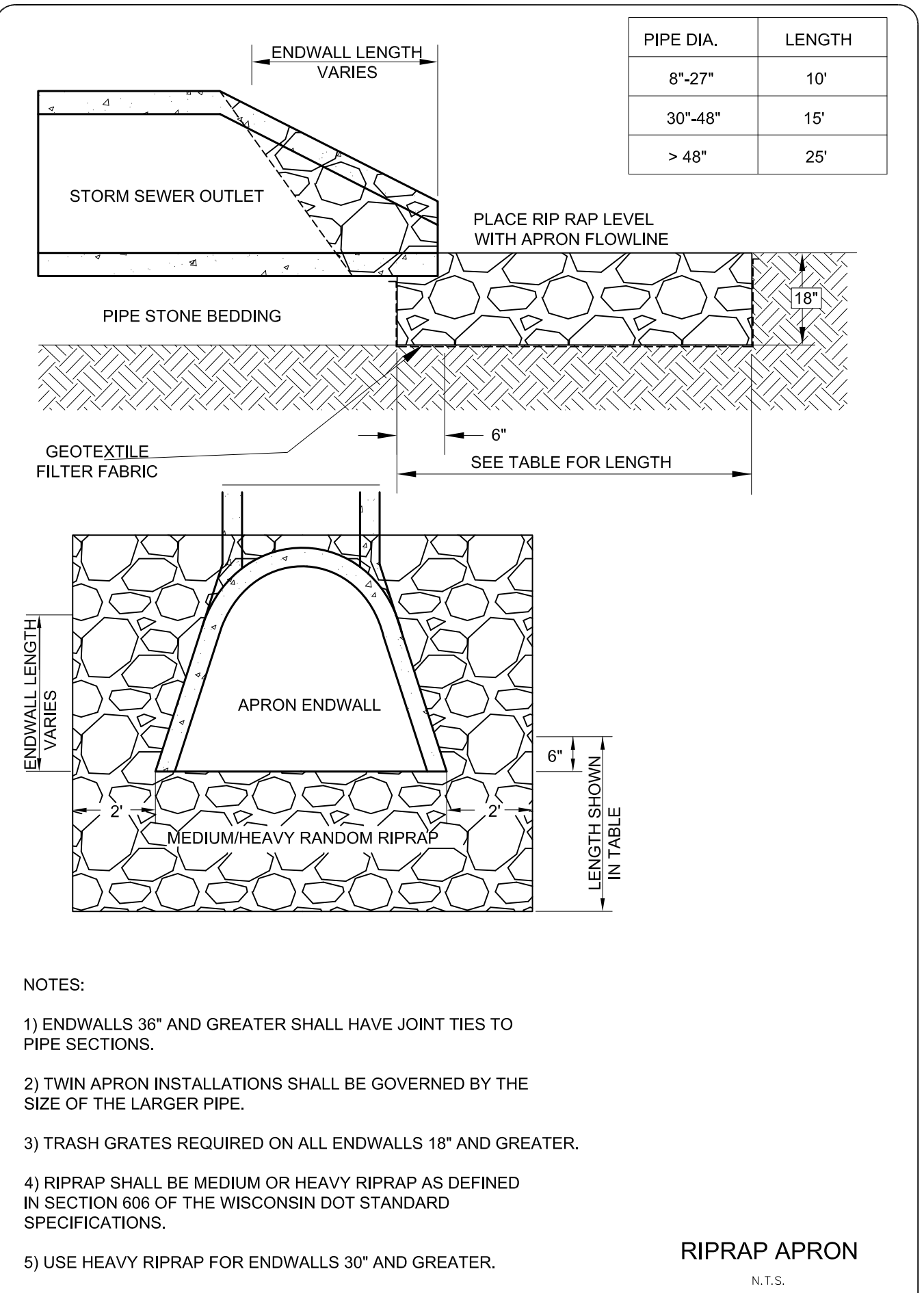
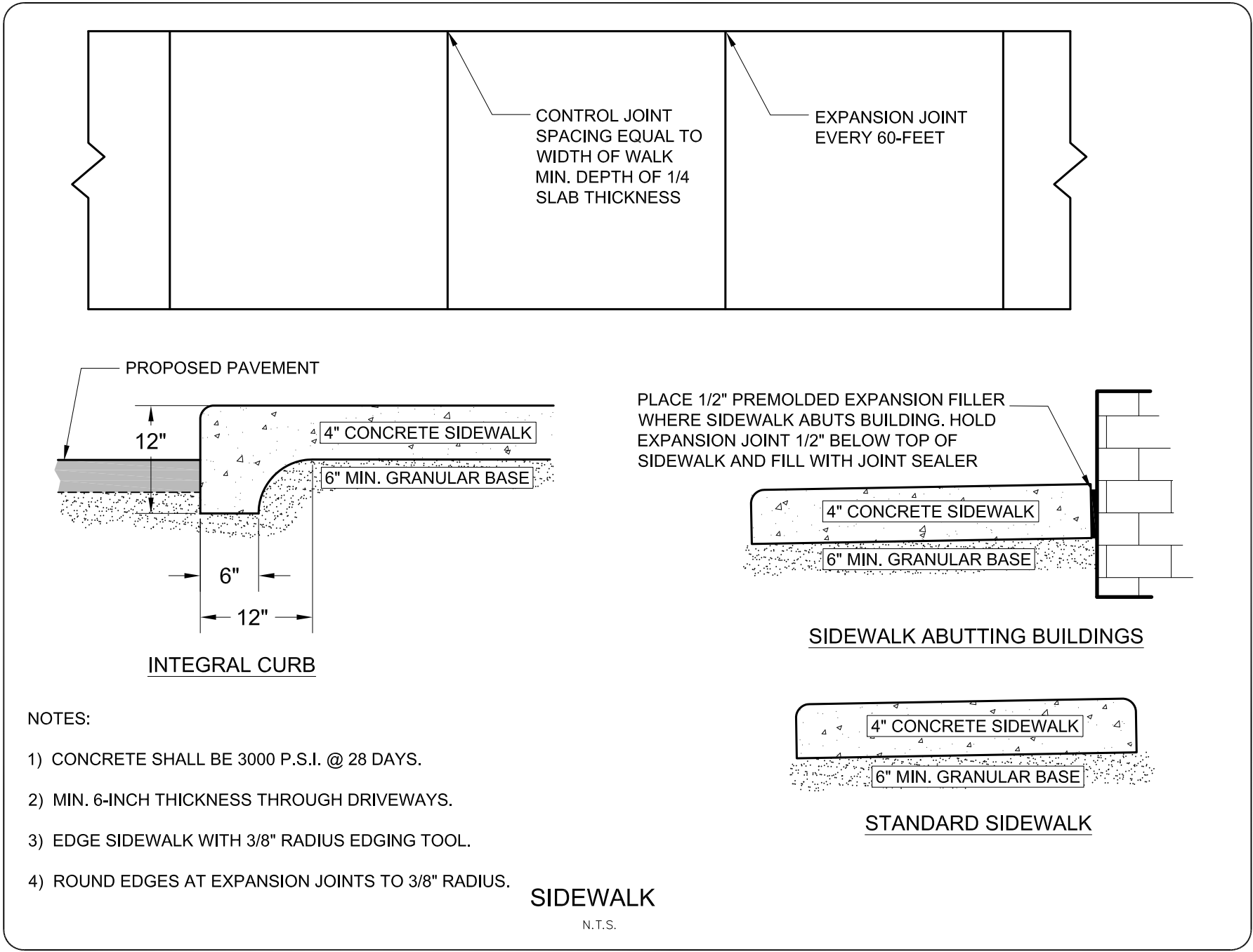
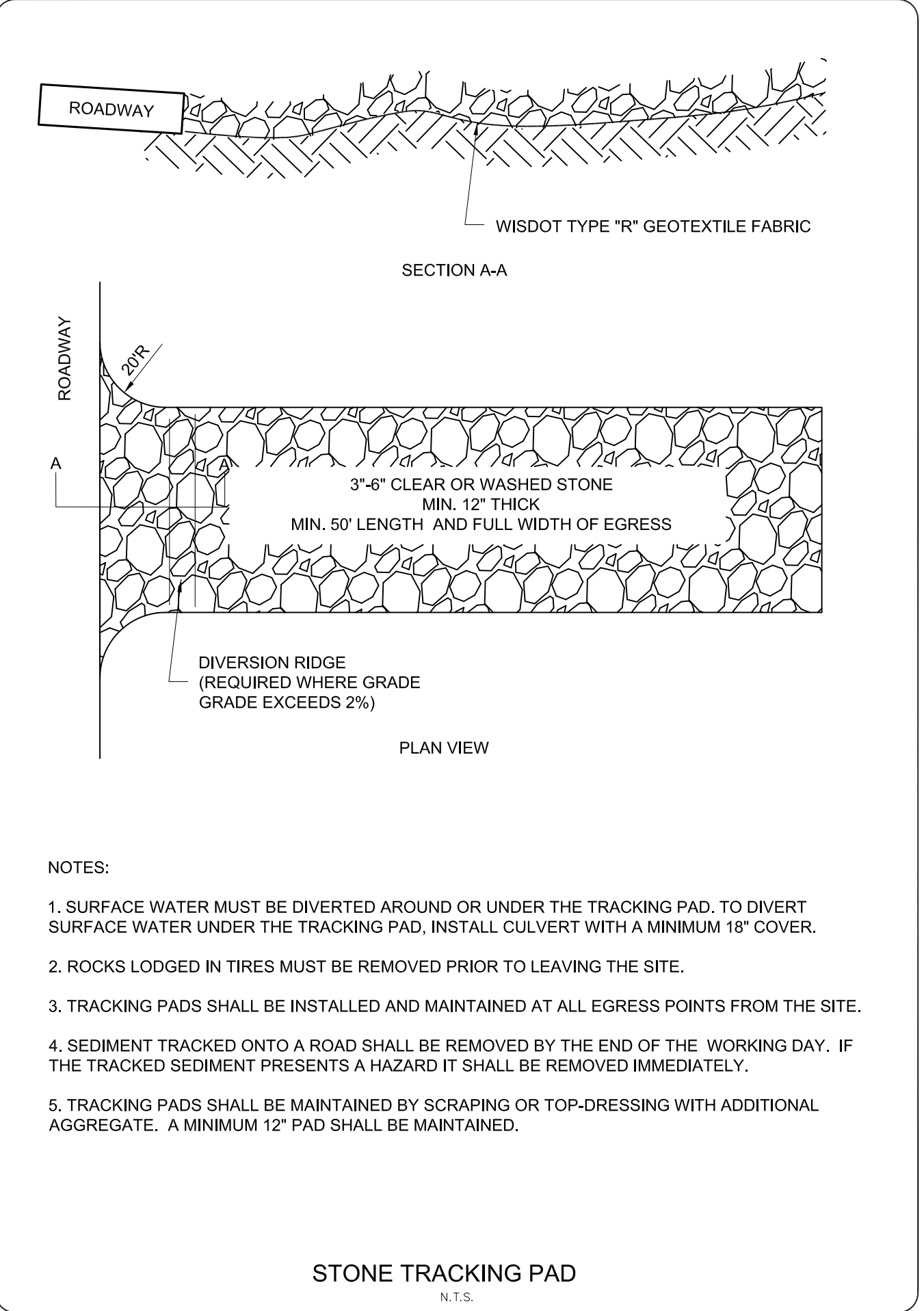
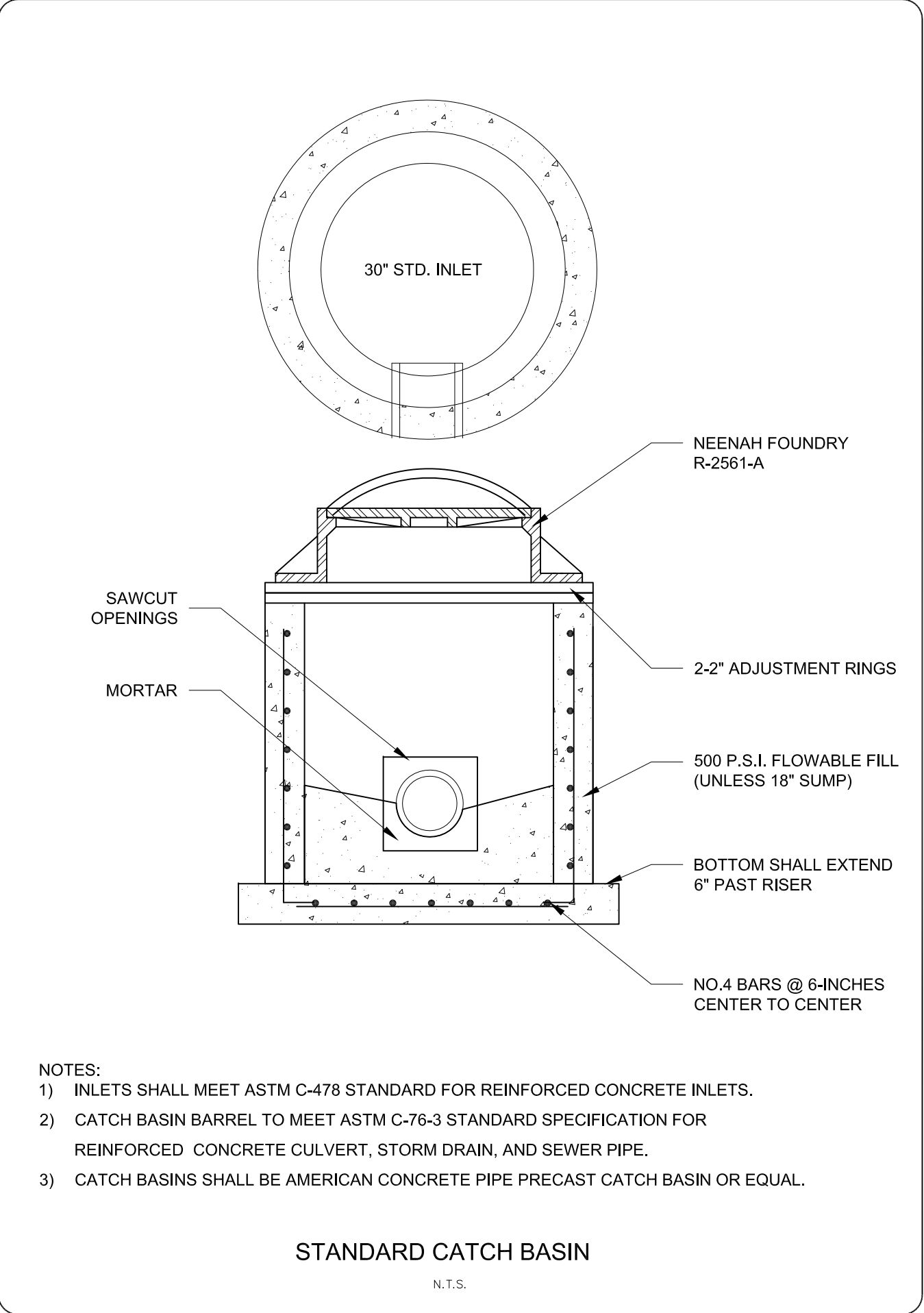
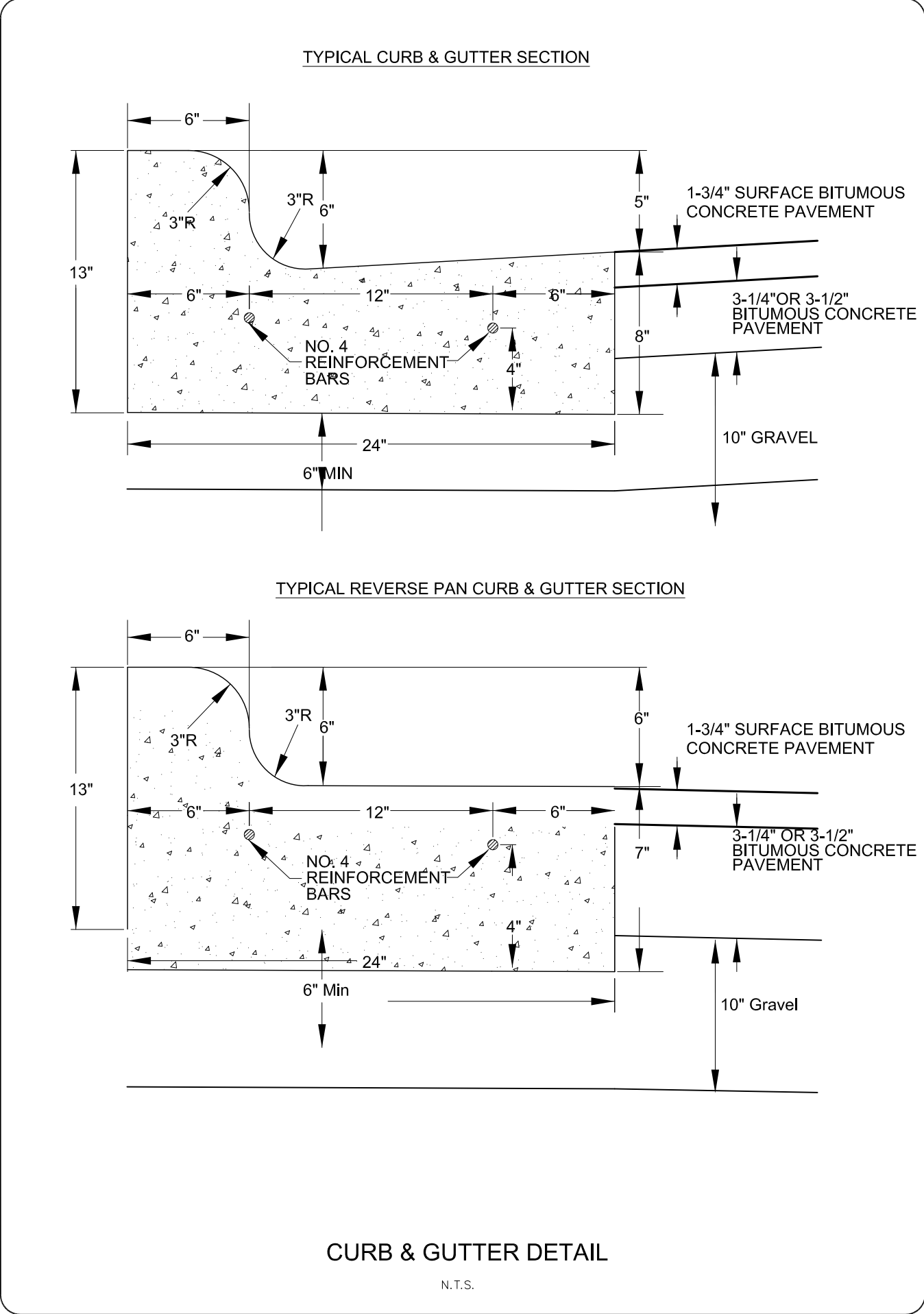
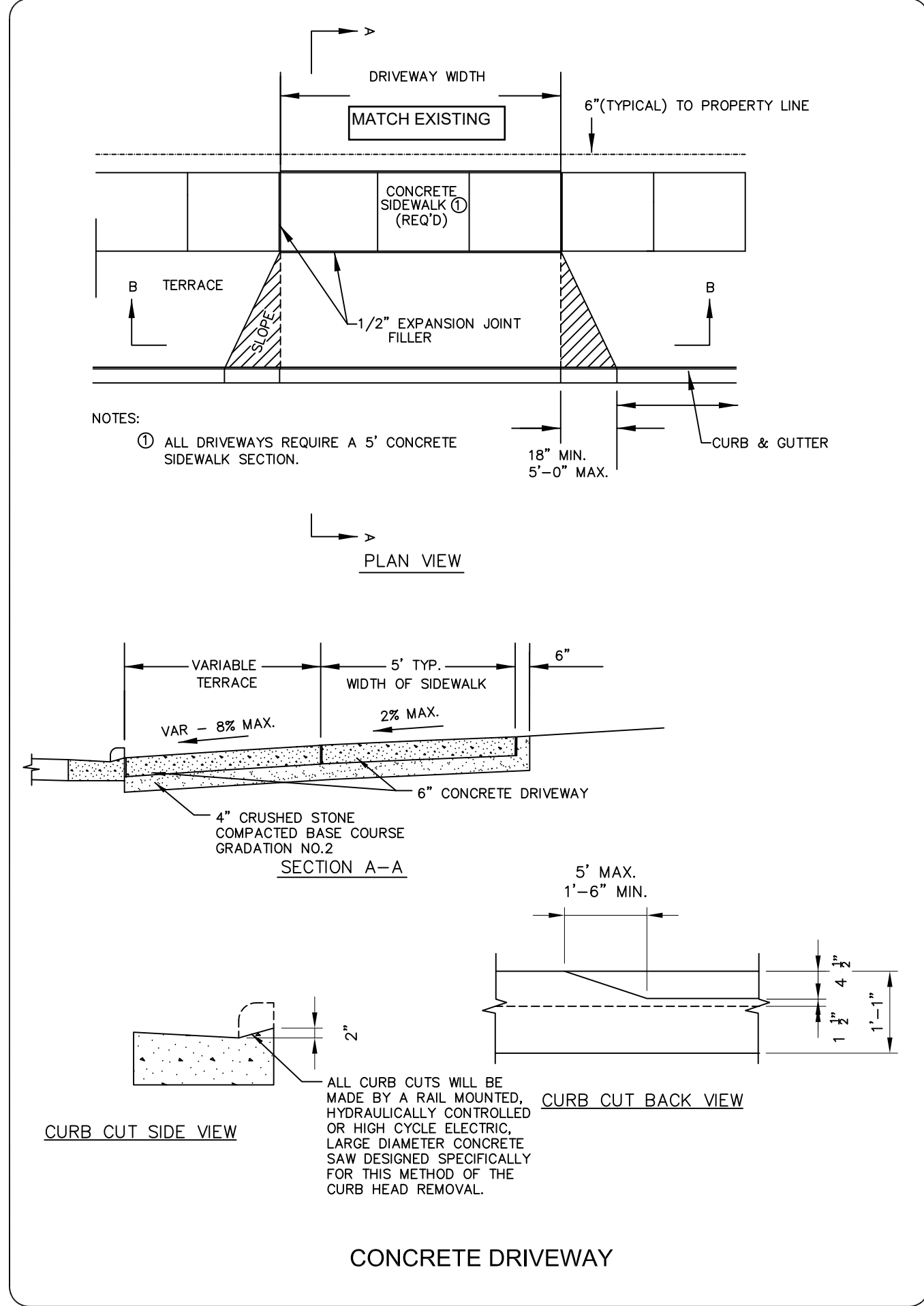
INLET PROTECTION TYPES A, B, & C
N.T.S.

Notes & Details

PROJECT NO. S-7313
SHEET NO. C4.0
DRAWING NO. S-2948

DESIGNED BY		
TAW		
DATA FILE		
S-7313.txt		
DATE		
1-9-2020		
Comments		
Number	Date	Comments
1		
2		
3		
4		
5		

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672



DESIGNED BY
TAW

DATA FILE
S-7313.txt

DATE
1-9-2020

Comments

Date

Number

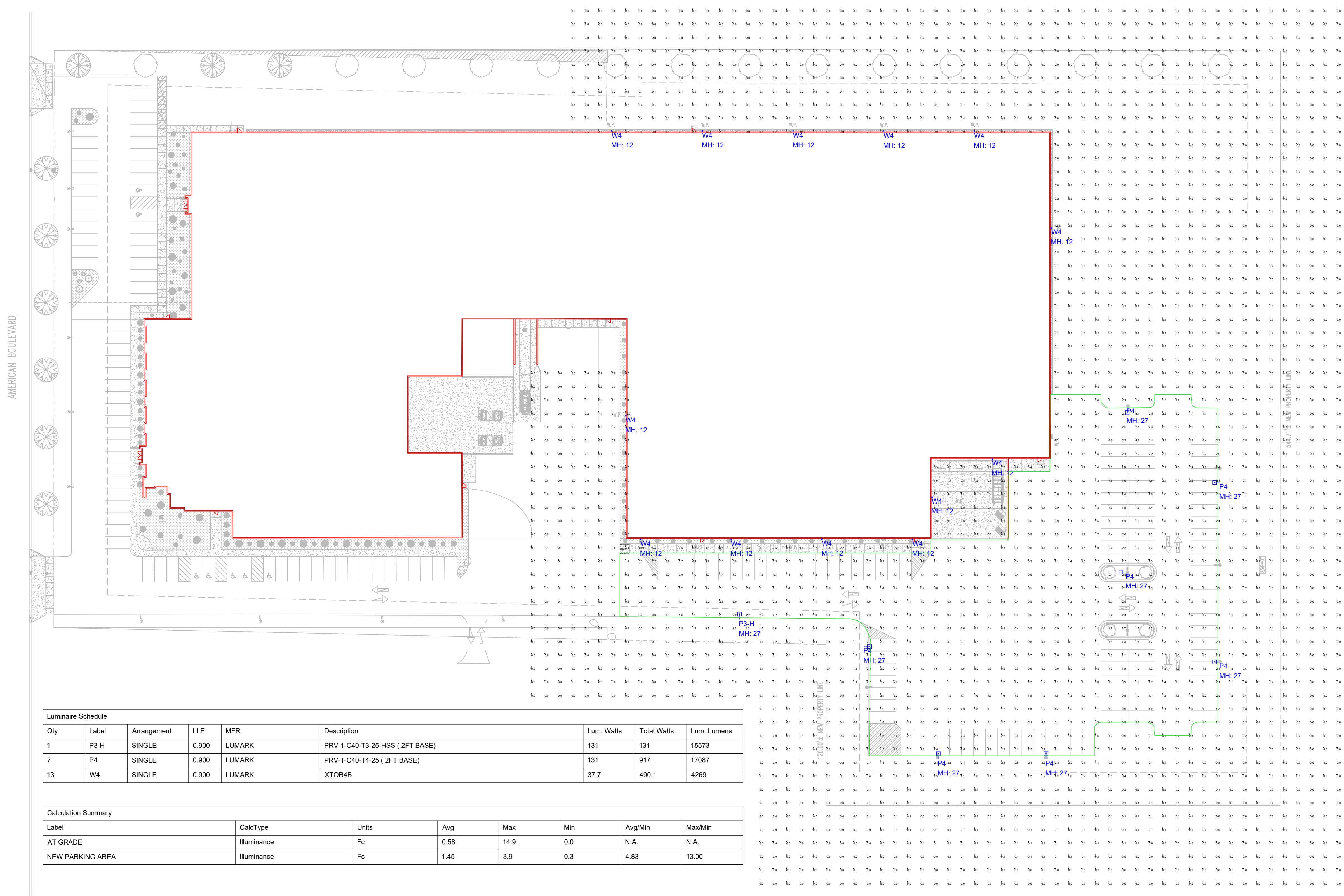
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Infinity Machine Corp.
Notes & Details

PROJECT NO.
S-7313

SHEET NO.
C5.0

DRAWING NO.
S-2948



Luminaire Schedule							
Qty	Label	Arrangement	LLF	MFR	Description	Lum. Watts	Total Watts
1	P3-H	SINGLE	0.900	LUMARK	PRV-1-C40-T3-25-HSS (2FT BASE)	131	131
7	P4	SINGLE	0.900	LUMARK	PRV-1-C40-T4-25 (2FT BASE)	131	917
13	W4	SINGLE	0.900	LUMARK	XTOR4B	37.7	490.1
		Lum. Lumens					

Calculation Summary							
Label	CalcType		Units	Avg	Max	Min	Avg/Min
AT GRADE	Illuminance		Fc	0.58	14.9	0.0	N.A.
NEW PARKING AREA	Illuminance		Fc	1.45	3.9	0.3	4.83



DRAWN BY : AD		DATE : OCT 25, 2019		SCALE : 1" = 40'- 0"	
INFINITY MACHINE CORP		2249 AMERICAN BLVD		DE PERE, WI 54115	

#	DATE	COMMENTS
REVISIONS		



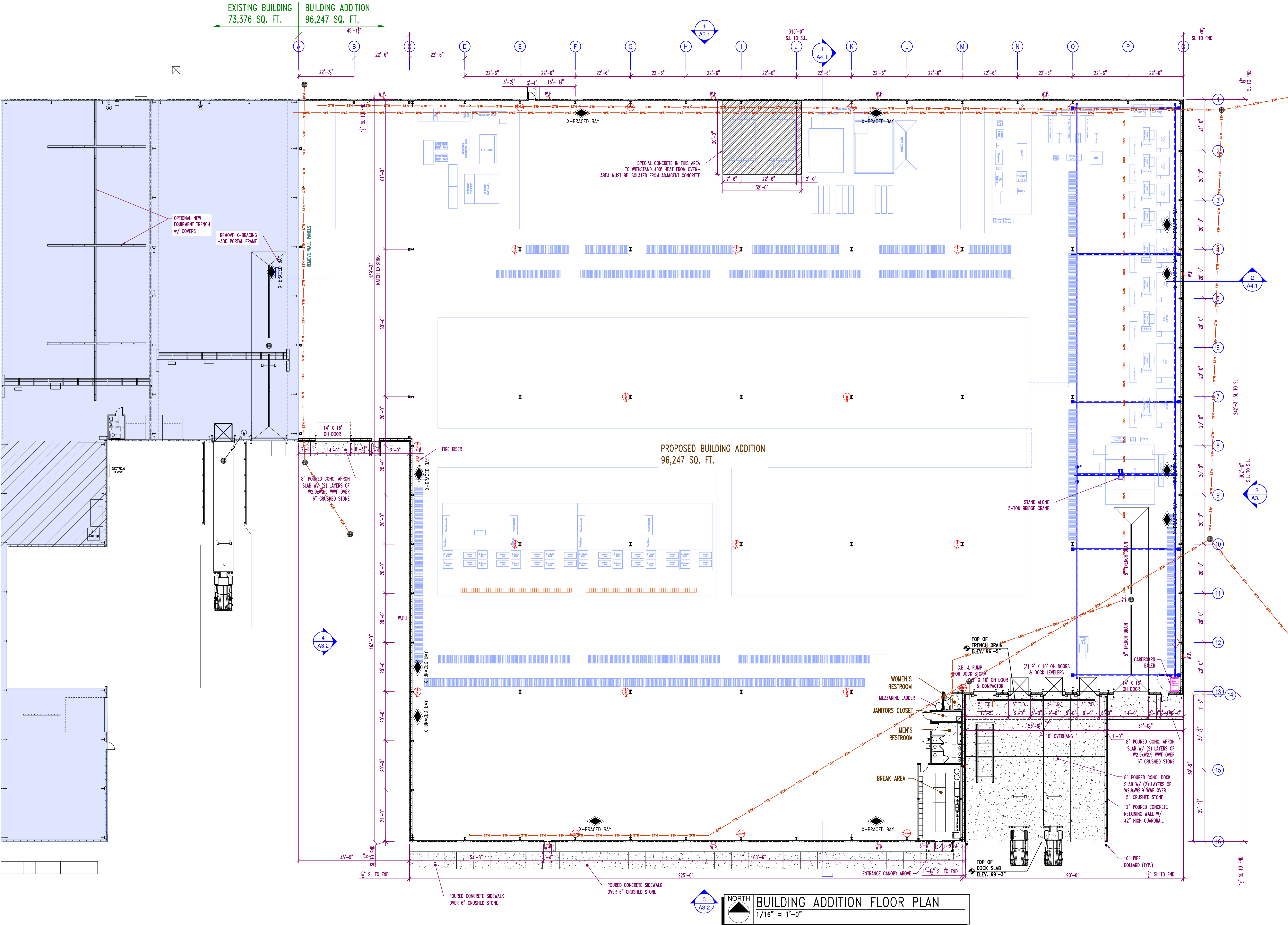
DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
METAL BUILDINGS
Schuh Construction, Inc.
Established 1976
N9351 Isaar Road, Seymour, WI 54165 / T 920.433.2158 / F 920.433.6465 / www.schuhconstruction.com

State ID# 680499
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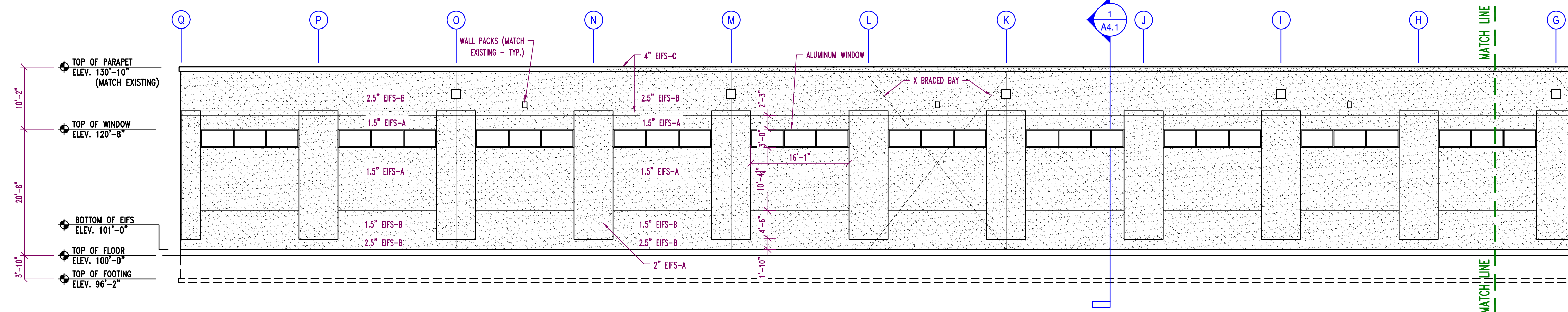
PROJECT:
**INFINITY MACHINE CORP
BUILDING ADDITION**
2249 AMERICAN BLVD
DE PERE, WI 54115

PROJECT NO.:
20-001
SHEET NO.:

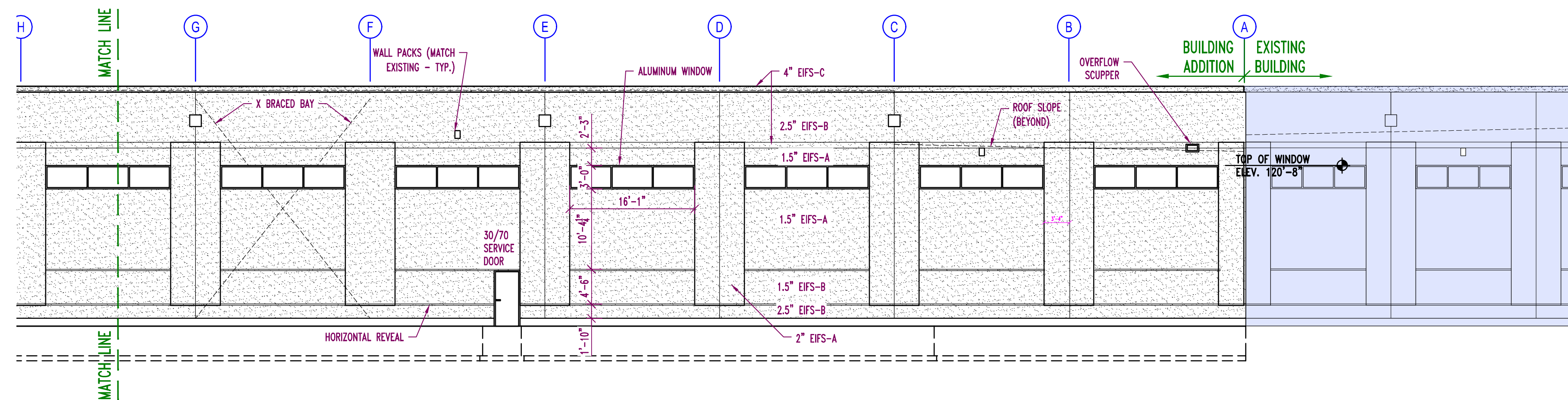
A1.1



BUILDING ADDITION FLOOR PLAN
1/16" = 1'-0"



1A
A3.1 NORTH ELEVATION - A
 $\frac{3}{32}'' = 1'-0''$



1B
A3.1 NORTH ELEVATION - B
 $\frac{3}{32}'' = 1'-0''$

WALL - NORTH / SOUTH (GRIDS '1' & '16')
(FINISHED FLOOR TO 7'-4" A.F.F.)

EIFS TO MATCH EXISTING OVER
8" SMOOTH FACE CMU (INTERIOR)
W/ #4 BARS CENTERED IN GROUTED CORES @ 48" O.C.
& HORIZ. 9 GAGE DUR-O-WALL @ 16" O.C. VERTICALLY
(8" CONCRETE FOUNDATION WALL)

WALL - EAST / WEST / SOUTH (GRIDS '8' & '14')
(FINISHED FLOOR TO 7'-4" A.F.F.)

4" PAINTED SPLIT FACE CMU (EXTERIOR)
2" RIGID INSULATION
8" SMOOTH FACE CMU (INTERIOR)
W/ #4 BARS CENTERED IN GROUTED CORES @ 48" O.C.
& HORIZ. 9 GAGE DUR-O-WALL @ 16" O.C. VERTICALLY
(14" CONCRETE FOUNDATION WALL)

TYPICAL ROOF @ ADDITION
60 MIL PVC ROOF MEMBRANE
MECHANICALLY FASTENED OVER (2) LAYERS
3.0" ISO BOARD INSULATION (R34 MIN.)
OVER 1.5B 22 GA. METAL ROOF DECKING
(CLASS B ROOF - MINIMUM)

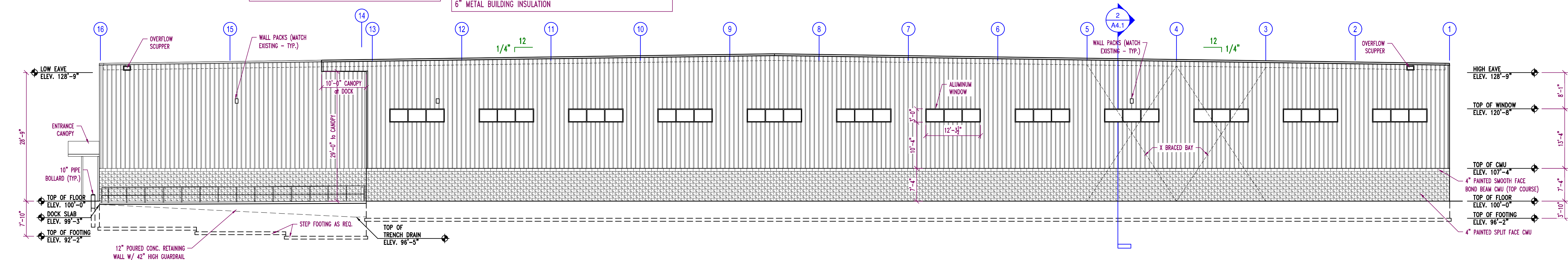
WALL - NORTH / SOUTH (GRIDS '1' & '16')
(7'-4" A.F.F. TO PARAPET)

EIFS TO MATCH EXISTING OVER
 $\frac{1}{2}$ " EXTERIOR GYPSUM BOARD OVER
INSIDEOUT METAL WALL PANEL
 $8\frac{1}{2}$ " METAL BUILDING GIRTS
6" METAL BUILDING INSULATION

WALL - EAST / WEST / SOUTH (GRIDS '8' & '14')
(7'-4" A.F.F. TO PARAPET)

26 GA. BUTLER SHADOWALL R19 METAL WALL
PANEL W/ MIN. 20 YEAR FINISH
(COLOR: TO MATCH EXISTING)
(SEMI CONCEALED FASTENER PANEL)
 $8\frac{1}{2}$ " METAL BUILDING GIRTS
6" METAL BUILDING INSULATION

3
A3.1 EXISTING EXTERIOR PHOTO
NOT TO SCALE



2
A3.1 EAST ELEVATION
 $\frac{3}{32}'' = 1'-0''$

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CONSTRUCTION, INC.
Established 1976

State ID# 680499

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PROJECT:
**INFINITY MACHINE CORP
BUILDING ADDITION**

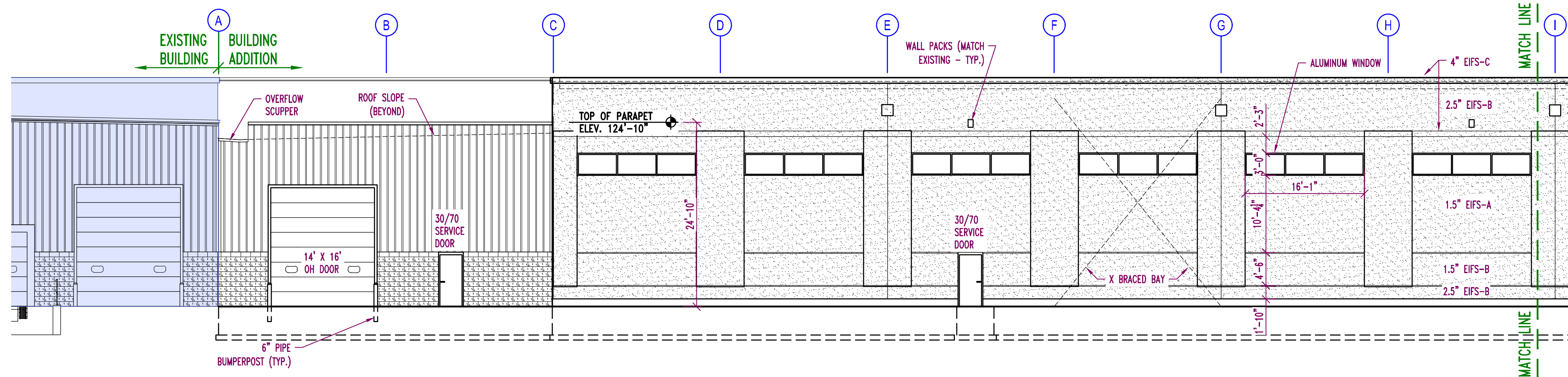
2249 AMERICAN BLVD
DE PERE, WI 54115

PROJECT NO.:

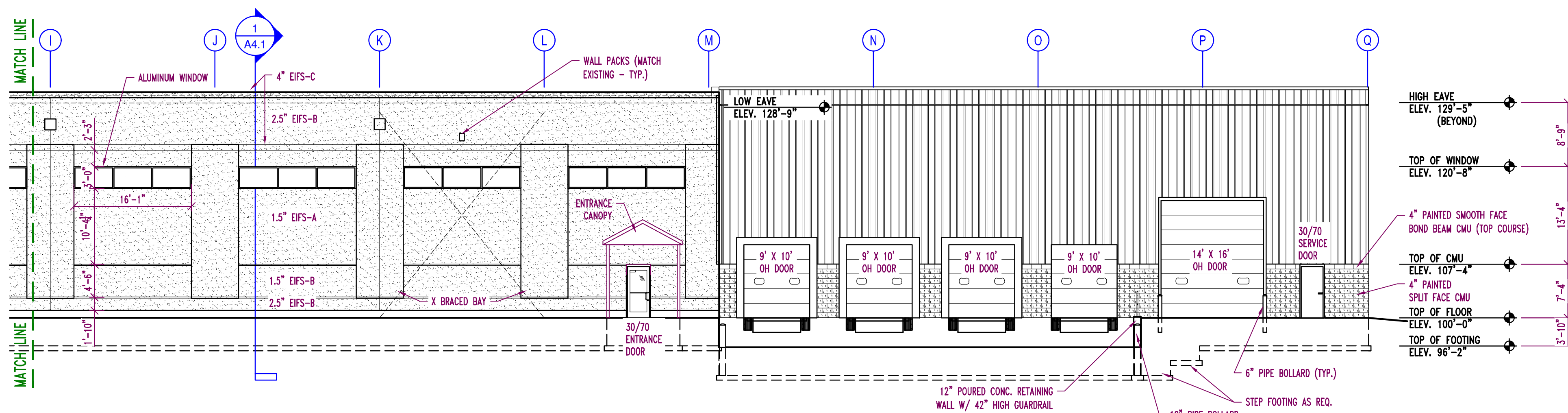
20-001

SHEET NO.:

A3.1



3A
A3.2 SOUTH ELEVATION - A
 $\frac{3}{32}'' = 1'-0''$



3A
A3.2 SOUTH ELEVATION - B
 $\frac{3}{32}'' = 1'-0''$

TYPICAL ROOF @ ADDITION
60 MIL PVC ROOF MEMBRANE
MECHANICALLY FASTENED OVER (2) LAYERS
3.0" ISO BOARD INSULATION (R34 MIN.)
OVER 1.5B 22 GA. METAL ROOF DECKING
(CLASS B ROOF - MINIMUM)

WALL - NORTH / SOUTH (GRIDS '1' & '16')
(FINISHED FLOOR TO 7'-4" A.F.F.)

EIFS TO MATCH EXISTING OVER
8" SMOOTH FACE CMU (INTERIOR)
W/ #4 BARS CENTERED IN GROUTED CORES @ 48" O.C.
& HORIZ. 9 GAGE DUR-O-WALL @ 16" O.C. VERTICALLY
(8" CONCRETE FOUNDATION WALL)

WALL - EAST / WEST / SOUTH (GRIDS '8' & '14')
(FINISHED FLOOR TO 7'-4" A.F.F.)

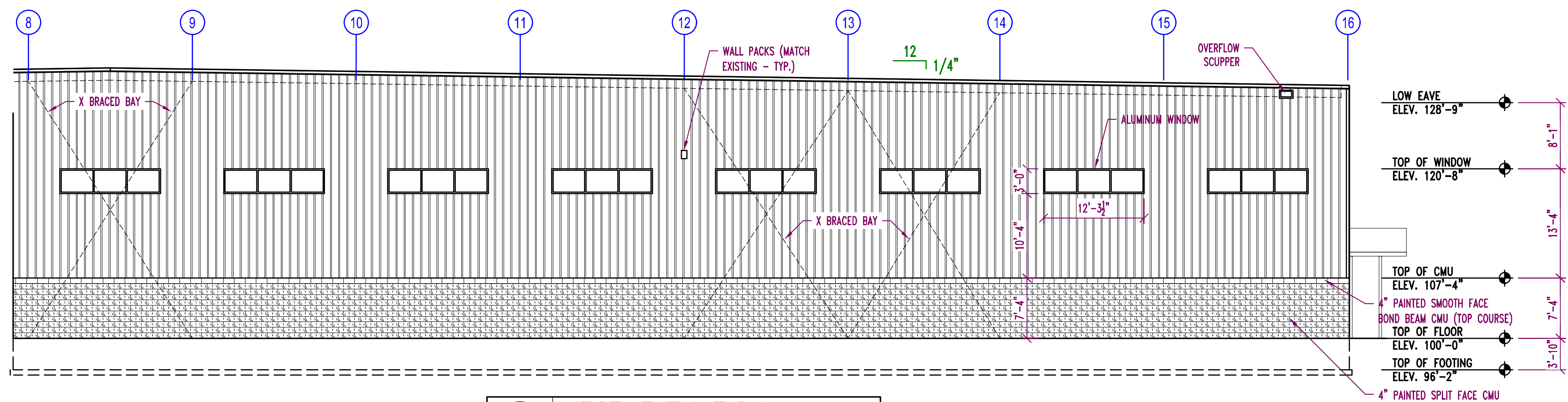
4" PAINTED SPLIT FACE CMU (EXTERIOR)
2" RIGID INSULATION
8" SMOOTH FACE CMU (INTERIOR)
W/ #4 BARS CENTERED IN GROUTED CORES @ 48" O.C.
& HORIZ. 9 GAGE DUR-O-WALL @ 16" O.C. VERTICALLY
(14" CONCRETE FOUNDATION WALL)

WALL - NORTH / SOUTH (GRIDS '1' & '16')
(7'-4" A.F.F. TO PARAPET)

EIFS TO MATCH EXISTING OVER
 $\frac{1}{2}$ " EXTERIOR GYPSUM BOARD OVER
INSIDEOUT METAL WALL PANEL
 $8\frac{1}{2}$ " METAL BUILDING GIRTS
6" METAL BUILDING INSULATION

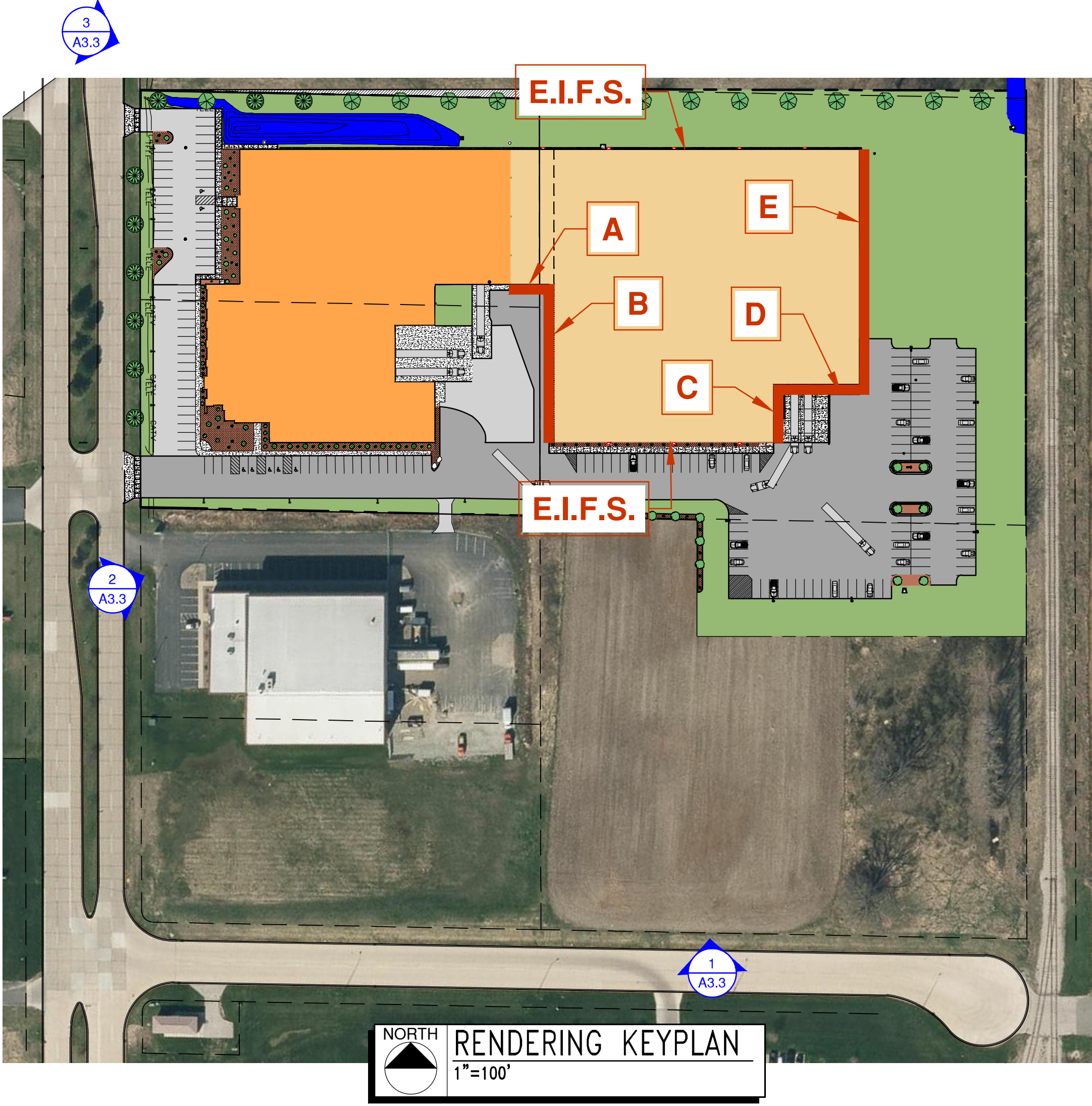
WALL - EAST / WEST / SOUTH (GRIDS '8' & '14')
(7'-4" A.F.F. TO PARAPET)

26 GA. BUTLER SHADOWALL R19 METAL WALL
PANEL W/ MIN. 20 YEAR FINISH
(COLOR: TO MATCH EXISTING)
(SEMI CONCEALED FASTENER PANEL)
 $8\frac{1}{2}$ " METAL BUILDING GIRTS
6" METAL BUILDING INSULATION



4
A3.2 WEST ELEVATION
 $\frac{3}{32}'' = 1'-0''$

Metal with CMU Wall Locations and Percentages					
Mark	Elevation	Total	Metal - %	CMU - %	Door & Window - %
A	South at Connector	1,110 sf	646 sf - 58.2%	198 sf - 17.8%	266 sf - 24.0%
B	West	5,212 sf	3,721 sf - 71.4%	1,196 sf - 22.9%	295 sf - 5.7%
C	East at Dock	1,842 sf	1,404 sf - 76.2%	438 sf - 23.8%	n/a
D	South at Dock	2,799 sf	1,870 sf - 66.8%	210 sf - 7.5%	719 sf - 25.7%
E	East	7,800 sf	5,578 sf - 71.5%	1,779 sf - 22.8%	443 sf - 5.7%



1
A3.3
RENDERING LOOKING NORTHWEST
NOT TO SCALE



2
A3.2
RENDERING LOOKING NORTHEAST
NOT TO SCALE



3
A3.2
RENDERING LOOKING SOUTHEAST
NOT TO SCALE

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION

SCHUH
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Established 1976

State ID# 680499

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PROJECT:
**INFINITY MACHINE CORP
BUILDING ADDITION**
2249 AMERICAN BLVD
DE PERE, WI 54115

PROJECT NO.:
20-001

SHEET NO.:
A3.3

Attachment: Exhibit D-Infinity Site Plan (9205 : Reso #20-16 SalePurchase Agreement Between And Beyond LLC and City of De Pere (WD-1138-1))

Page 18 of 21

Packet Pg. 228



Soil Loss & Sediment Discharge Calculation Tool

for use on Construction Sites in the State of Wisconsin

WDNR Version 2.0 (06-29-2017)



YEAR 1

Developer:

Schuh Construction

Project:

Infinity Machine 2249 American Blvd Depere WI

Date:

11/12/19

County:

Brown

Version

Activity (1)	Begin Date (2)	End Date (3)	Period % R (4)	Annual R Factor (5)	Sub Soil Texture (6)	Soil Erodibility K Factor (7)	Slope (%) (8)	Slope Length (ft) (9)	LS Factor (10)	Land Cover C Factor (11)	Soil loss A (tons/acre) (12)	SDF (13)	Sediment Control Practice (14)	Sediment Discharge (t/ac) (15)
Bare Ground	02/03/20	03/03/20	2.1%	100	Silt Loam	0.43	2.0%	205	0.25	1.00	0.2	1.113	Silt Fence	0.1
Bare Ground	03/03/20	05/30/20	17.4%	100	Silt Loam	0.43	1.0%	80	0.12	1.00	0.9	0.815	Silt Fence	0.4
Seed with Mulch or Er	05/30/20	08/30/20	59.9%	100	Silt Loam	0.43	1.0%	80	0.12	0.10	0.3	0.815	Silt Fence	0.2
End	08/30/20	-----	-----	-----	-----	-----	1.0%	80	0.12	-----	-----	0.000		0.0
		-----	-----	-----	-----	-----	1.0%	0	-----	-----	-----	0.000		0.0
		-----	-----	-----	-----	-----	0.0%	0	-----	-----	-----	0.000		0.0
TOTAL											1.4		TOTAL	0.7
													% Reduction Required	NONE

Notes:

See Help Page for further descriptions of variables and items in drop-down boxes.

The last land disturbing activity on each sheet must be 'End'. This is either 12 months from the start of construction or final stabilization.

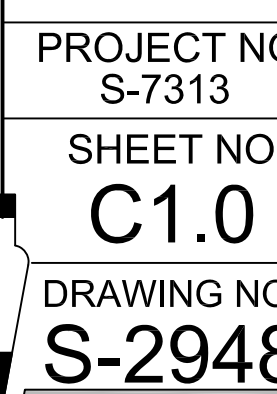
For periods of construction that exceed 12 months, please demonstrate that 5 tons/acre/year is not exceeded in any given 12 month period.

Recommended Permanent Seeding Dates:

4/15-6/1 and 8/1-8/21 Turf, introduced grasses and legumes
Thaw-6/30 Native Grasses, forbs, and legumes

NOTE: THIS TOOL ONLY ADDRESSED SOIL EROSION DUE TO SHEET FLOW. MEASURES TO CONTROL CHANNEL EROSION MUST ALSO BE REQUIRED TO MEET SEDIMENT DISCHARGE REQUIREMENTS.

Designed By:	Tonya Wagner
Date	11/12/2019







City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #20-17 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and Clover Properties LLC (Parcel WD-1626).

At its meeting on December 10, 2019, the Finance/Personnel Committee voted unanimously to approve the terms of the Sale and Purchase Agreement and move the item forward for Council approval.

ATTACHMENTS:

- Reso20-17 (DOCX)
- Clover Properties Purchase and Sale Agreement (red-lined) (00386263xDC62F) City edits 2-13-20 (PDF)
- Exhibit A-Clover Properties LLC (PDF)
- Exhibit B-Clover Properties LLC (PDF)

RESOLUTION #20-17

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE
OF BUSINESS PARK PROPERTY BETWEEN THE CITY OF DE PERE
AND CLOVER PROPERTIES LLC
(Parcel WD-1626)

WHEREAS, City owns certain Business Park property within its corporate limits known as the West Industrial Park and wishes to develop a portion of this Business Park; and

WHEREAS, Clover Properties LLC (“Developer”) desires to enter into an agreement to purchase a 1.664 acre parcel of property for the purpose of constructing an office/warehouse facility thereon to support its retail operations (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment Financing District No. 11 (the “District”) and adopted a Project Plan (the “Project Plan”) for the District authorizing the expenditure of funds for the benefit of industrial and other development within the District; and

WHEREAS, Developer’s intended Development Project is consistent with the Project Plan for the District and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City providing financial and other assistance to Developer per the terms set forth in the attached Agreement Regarding the Sale and Purchase of Business Park Property; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

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

Resolution #20-17

Page 2 of 2

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and Clover Properties LLC as is attached hereto and incorporated by reference as Exhibit 1, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 12/10/2019

Attachment: Reso20-17 (9206 : Resolution #20-17 Authorizing Sale/Purchase Agreement-Clover Properties (WD-1626).)

**AGREEMENT REGARDING THE SALE AND PURCHASE OF
BUSINESS PARK PROPERTY BETWEEN THE CITY OF DE PERE
AND CLOVER PROPERTIES LLC**

[Parcel WD-1626]

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and Clover Properties LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, City owns certain Business Park property within its corporate limits and wishes to develop a portion of this Business Park; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Incremental Financing District #11 (TID #11 or District) as and for the benefit of industrial and other development within the District; and

WHEREAS, Developer desires to purchase a 1.664 acre parcel (Parcel WD-1626) located in TID #11 to facilitate construction of an office/warehouse facility to support its retail operations; and

WHEREAS, Developer’s intended facility construction is consistent with the Project Plan for TID #11 and will be beneficial to the City; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly cost reimbursement grant incentives, when made pursuant to a signed development agreement; and

WHEREAS, Developer’s ability to develop this site for its warehouse/office operations would not be viable and this development would not occur but for the City’s commitment to reimburse significant site development expenses associated with site assembly; and

WHEREAS, City desires to provide such financial assistance and to promote this development.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agree as follows:

I. DEFINITIONS

- A. Assessed Value** means the value placed upon the Building Development by the city assessor under Chapter 70, Wisconsin Statutes.
- B. Building Development** means the real estate and building improvements contemplated by the Parties as approved by the City Plan Commission on January 27, 2020. Building Development and Subject Property can be/are used interchangeably after the certificate of occupancy is issued by the Building Inspection Department.
- C. Certificate of Occupancy** means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.
- D. Deficit Payment** means payment of the difference between taxes paid on the Assessed Value of the Building Development and those taxes that would have been paid on the Guaranteed Value of the Building Development, as defined in and calculated under paragraph III.E.3.
- E. District and/or TID #11** means City of De Pere Tax Increment Financing District No. 11. TID #11 is statutorily scheduled to close as of December 31, 2034.

- F. Guaranteed Value** means Three Hundred Fifty Thousand and no/100 dollars (\$350,000.00).
- G. Project** means the building improvement, which together with the real estate, comprise the Building Development.
- H. Project Costs** means those expenditures and costs defined in Wis. Stats. §66.1105(2)(f).
- I. Project Cost Reimbursement Grant** means the Site Assembly Cost Reimbursement Grant described in paragraph IV.A.
- J. Subject Parcel** means the real property described in paragraph II.A. and Exhibit A.
- K. Substantially Complete or Substantial Completion** means, with respect to the Project or any portion of the Project, that Developer has sufficiently completed the Project or a portion of the Project so that a Certificate of Occupancy has been issued by the City Development Services Department for the Project, or such portion of the Project.

II. PURCHASE OF REAL ESTATE.

- A. The Subject Parcel.** Developer agrees to purchase, and City agrees to sell, the 1.664 acre parcel of real estate legally described as:
- SOUTHBRIDGE BUSINESS PARK 2ND ADDN LOT 23
- such property being shown on the attached Exhibit A and identified in this Agreement as the “Subject Parcel.”
- B. Purchase Price.** The purchase price for the Subject Parcel shall be Thirty-five Thousand and no/100 dollars (\$35,000.00) per acre, plus each fraction thereof

for a total purchase price of Fifty-eight Thousand Two Hundred Forty and no/100 (\$35,000.00 x 1.664 = \$58,240.00). City shall provide Developer with a Site Assembly Cost Reimbursement Grant at closing as set forth in paragraph IV.A.

C. Municipal Improvements and Utilities. The purchase price for the Subject Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer [five (5) year event maximum discharge], sanitary sewer, municipal water, and the following private utility improvements: electric and natural gas services. Said municipal improvements are available and located in American Court right-of-way adjacent to and abutting the Subject Parcel as follows:

- Water main is located along the northerly and easterly boundaries of the Subject Parcel;
- Sanitary sewer is located along the northerly and easterly boundaries of the Subject Parcel; and
- Storm Sewer is located near the NE corner of the Subject Parcel and adjacent to the SE corner of the Subject Parcel abutting Parcel WD-1380.

The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Parcel.

D. Closing Procedure. If Developer has satisfied or waived all contingencies, and all conditions precedent to closing have been satisfied, the closing shall take place at the City Attorney's Office, De Pere City Hall, 2d Floor, on April 1, 2020, unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Parcel:

1. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least twenty-one (21) calendar days prior to closing. The commitment shall be for an

owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

2. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers, including the cost of the title insurance as provided herein.

3. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

- a. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.
- b. Easements of record, provided the same do not restrict or interfere with the intended use of the property.
- c. Obligations contained in this Agreement.

4. Due Diligence Contingency. The transaction contemplated by this Agreement is contingent upon Developer (and its legal counsel, surveyors, inspectors, contractors, and other consultants) completing its due diligence investigation which results in Developer determining, in its sole discretion, that it desires to pursue the transaction contemplated by this Agreement. This investigation may include testing for environmental contamination. All due diligence shall be conducted at Developer's expense, unless otherwise expressly stated to be City's responsibility. Developer shall waive or satisfy this contingency in writing no later than March 31, 2020 ("Due Diligence Expiration Date"). If Developer does not notify City in writing on or before the Due Diligence Expiration Date of the satisfaction or Developer's waiver of the due diligence contingency, this Agreement shall be null and void. Developer agrees to exercise diligent, good faith efforts to inspect the Subject Parcel, review documents and determine whether the transaction contemplated herein may satisfy all of Developer's contingencies. City acknowledges and agrees that such efforts by Developer will require Developer to expend significant time and money investigating and reviewing such contingencies and the

expenditure of such time and money by Developer constitutes good and sufficient consideration to City for City granting Developer the time set forth in the Agreement to investigate and resolve all such contingencies.

5. Financing Contingency. This Agreement is contingent upon Developer obtaining financing for the purchase of the Subject Parcel, development and construction costs upon terms satisfactory to Developer in Developer's sole discretion. Developer shall waive or satisfy this contingency in writing no later than the Due Diligence Expiration Date. If Developer does not notify City in writing on or before the Due Diligence Expiration Date of the satisfaction or Developer's waiver of the financing contingency, this Agreement shall be null and void.

E. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer.

Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

F. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Site Assessment of the Subject Parcel. At the time of its purchase of the property, City made reasonable inquiries into the use of the property and was informed that during the time of the party's prior ownership, the Subject Parcel was used as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Subject Parcel has ever been used:

- (a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.
- (b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.
- (c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.
- (d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.
- (e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.
- (f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. **Release of Hazardous Substances.** To the best of its knowledge, City is of the belief that there is no current, nor has there been any past release substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C 9601, et seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action.

3. **Threatened or Pending Environmental Litigation.** No portion of the Subject Parcel is the subject of threatened or pending investigation, lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

G. Flood plain or wetlands. The City has not obtained, and under this Agreement is not required to obtain, a shoreland-wetland delineation study for the Subject Parcel and makes no representations regarding wetlands and the Subject Parcel. The Subject Parcel is not currently identified as flood plain under Chapter 15 De Pere Municipal Code.

H. Provisions to Survive Closing. The representation provisions of this section shall survive the closing of this transaction.

III. DEVELOPER OBLIGATIONS

A. Plan Commission Site Plan Approval. Developer received contingent approval of its site plan for the Project by the City Plan Commission on January 27, 2020. The project shall be constructed in compliance with all City codes, including the City's Building Code and the City's Planning and Development Standards for the Business Park and conditions /requirements of the City Plan Commission. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section III.C. below. A copy of the approved site plan, together with any conditions of approval is attached and incorporated as Exhibit B.

B. Developer to Substantially Improve. Developer shall commence construction of the Building Development within six (6) months of Plan Commission site plan approval and substantially improve the Subject Parcel consistent with the Project Completion requirements of Paragraph III.A.

Substantially improve as used in this Agreement means the actual pursuit of construction of the permanent structures comprising the Building Development in compliance with the site plan and conditions imposed thereon, including taking into consideration the normal industry standards for the type and complexity of construction involved.

C. Failure to Substantially Develop.

1. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of paragraphs III.A. and B., above, City may, by certified mail under paragraph VI.D., inform Developer of such failure.

2. Repurchase of Subject Parcel or Return of Project Grants. If after thirty (30) days of mailing of such notice, Developer has still not cured the default by improving the property in substantial compliance with the conditionally approved site plan, City may, in its sole discretion, either repurchase the property or, require that the Developer return the Site Assembly Cost Reimbursement Grant(s) as follows:

a. If the City determines to repurchase the Subject Property, it is entitled to do so for the price paid for the property, less property assembly reimbursement grants, real property taxes due and liens or judgments of record. The Developer shall, in addition, pay all usual and customary closing costs of a seller of property in Wisconsin. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Subject Parcel.

b. If the City repurchases the Subject Parcel, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon.

c. If the City determines to not repurchase the Subject Property, Developer, on behalf of its successors and assigns agrees to and shall repay City all Project Reimbursement Grants paid to Developer, plus interest thereon at the

statutory rate from the date the Project Reimbursement Grant was made to the date repaid. Should Developer fail to do so within 60 days of City's demand therefore, Developer agrees that City may obtain a Judgment against it for the amount of Project Reimbursement Grants advanced plus said interest.

d. Upon either the repurchase of the Subject Property by City or the repayment of all Project Reimbursement Grant(s), plus said interest, this Agreement shall terminate and the Parties shall have no further obligations to each other except such obligations that expressly survive termination of this Agreement.

3. Force majeure. If Developer is delayed from achieving substantial development as required in this Agreement, and as referred to in this paragraph, due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or another force majeure event, the rescission and repurchase or return of Site Assembly Cost reimbursement Grant provisions of this sub-paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

D. **Substantial Completion.** The project shall be sufficiently complete such that a certificate of occupancy has been issued and subject to full Assessed Value as of January 1, 2021.

E. Property Valuation Warranties.

1. Guaranteed Value. Developer warrants that the Guaranteed Value of the Building Development as of January 1, 2021 shall be not less than Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00). To that end, Developer, for itself and its successors and assigns, hereby waives all right to appeal the Assessed Value of the Building Development, whether to the City Board of Appeals or any other venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Building Development below the Guaranteed Value for the duration of TID District #11. If the Assessed Value of the Building Development is less than the Guaranteed Value, Developer, on behalf of itself and its successors and assigns, agree that the Deficit Payment provisions of paragraph 3 below ("Deficit Payment Calculation") shall apply for the duration of the life of TID District #11.

2. Property to Remain Taxable. For the duration of the life of TID District #11, Developer hereby agrees, for itself and its successors and assigns, that it shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Development to an entity whereby such sale or lease would cause such portion of the Development to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Development during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Development or any portion thereof to become tax exempt. Should the Development nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that a Deficit Payment shall then be made by the Owner of the Development in accordance with the process set out in paragraph 3 below ("Deficit Payment Calculation").
3. Deficit Payment Calculation. Calculations of any Deficit Payment required under this Agreement shall be as follows:

If Assessed Value falls below the Guaranteed Value:

The Assessed Value of the Development shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mil-rate for all taxing jurisdictions established for each tax year for the west side of De Pere, the product of which shall be the total Deficit Payment, due and payable on or before October 15 of the year due.

If the Deficit Payment is not fully paid by October 15 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

IV. CITY OBLIGATIONS

- A. City shall provide Developer a Site Assembly Cost Project

Reimbursement Grant of Thirty-five Thousand and no/100 dollars (\$35,000.00) at the closing on the Subject Property under paragraph II.B.

B. The City agrees to cooperate in the timely prosecution and granting of applications made by Developers for any certifications, permits or approvals appropriate or necessary for the Project.

V. DEFAULT PROVISIONS

A. **Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice informing the other party that it has sixty (60) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

B. **Specific Performance Where Remedy Provided.** Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS

A. **Obligations to run with the land.** The obligations contained herein shall run with the land and are binding on all subsequent owners of the Subject Parcel as applicable. This Agreement and any Amendment thereto shall be recorded by City with the office of the Brown County Register of Deeds.

B. Assignment. Neither party may assign this Agreement except upon prior written consent thereof, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:
Clover Properties LLC
John D. O'Connor
2551 Coreland Ct.
De Pere, WI 54115-8473

With a copy to:

Attorney Jenna E. Rousseau
Strang, Patteson, Renning, Lewis & Lacy, s.c.
205 Doty Street, Suite 201
Green Bay, WI 54301

2. If to City:
City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

With a copy to:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

Clover Properties LLC

By:

John D. O'Connor
Managing Member

Print Name:

Title:

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this ____
day of _____, 2020, the above
named John D. O'Connor
known as the person who executed the
foregoing instrument and acknowledged
the same.

Notary Public:

My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

City of De Pere

By:

Michael J. Walsh, Mayor

Carey E. Danen, City Clerk

STATE OF WISCONSIN)

)SS.

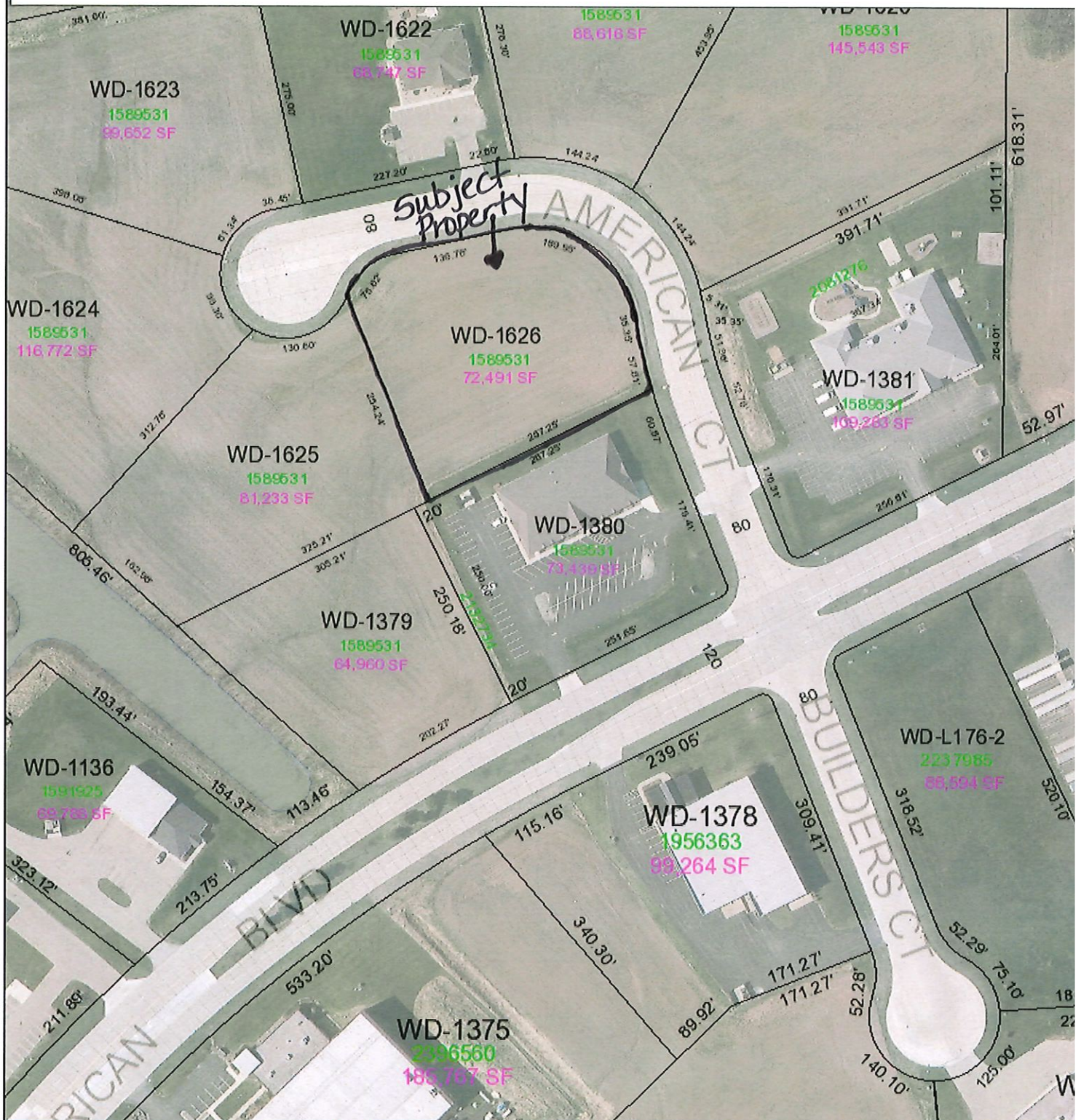
BROWN COUNTY)

Personally came before me this ____
day of _____, 2020, the above
named Michael J. Walsh, Mayor and
Carey E. Danen, City Clerk,
known as the persons who executed
the foregoing instrument and
acknowledged the same.

Notary Public:

My Commission expires: _____

<Title>



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.

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

01/16/2020

Scale 1:1800

CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org



February 13, 2020

Calvin Tollefson
Harris & Associates
2718 N. Meade Street
Appleton, WI 54911

RE: Site Plan Review for a new office & warehouse building with parking lot at 1536 American Court (Parcel WD-864, etc.)

Dear Mr. Tollefson:

The site plan for a new office & warehouse building with parking lot for the proposed Clover Auto & Truck Supply, located at 1536 American Court, has been **approved**. However, the following item must be addressed prior to obtaining occupancy permits:

- Eliminate the radius on driveway approach concrete. Take the concrete straight from front of walk to back of curb.
- The city owned property needs to properly transfer from the city to private ownership. (in progress)

Should you have any questions or require further information, feel free to contact me at pschleinz@mail.de-pere.org or 920-339-4043.

Sincerely,

Peter Schleinz
Senior Planner | Zoning Administrator

cc: Daniel J. Lindstrom, AICP, Development Services Director
Dennis Jensen, Senior Building Inspector

Attachment: Exhibit B-Clover Properties LLC (9206 : Resolution #20-17 Authorizing Sale/Purchase Agreement-Clover Properties (WD-1626).)

Peter Schleinz

From: Calvin Tollefson <ctollefson@harrisinc.net>
Sent: Wednesday, January 22, 2020 9:31 AM
To: Peter Schleinz; Bob Tollefson
Subject: Re: Clover Auto & Truck Supply Site Plan -- Preliminary Staff Comments ready for discussion.
Attachments: 20200122092708556.pdf; 20200122092740245.pdf; 7671C1.0_01-21-20.pdf; 7671C1.2_01-21-20.pdf; 7671C1.1_01-21-20.pdf; 7671C2.0DETAIL_01-21-20.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

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.

Sheet C1.1 - Only show erosion control details on the erosion control plan. Move hard surface and site statistics to their own page. **Site statistics and parking requirements moved to sheet C1.0.**

Sheet C1.1 - Inlet protection should meet WisDNR best management practices. Inlet protection in the roadway should be specified as Type D not Type B. **Inlet protection Type D shown in the roadway.**

Sheet C1.1 - Provide proposed contours in addition to flow arrows. **Proposed contours are added to sheet C1.1.**

Sheet C1.1 - Not all flow arrows are pointing the correct direction of flow. The arrow directly to the east of the dumpster enclosure is pointing flow north, when the site spot elevations would have a 0.05' drop to the south. **I believe the north spot elevation for the apron at the dumpster was read wrong. The south spot elevation is EL. 635.90 and the north spot elevation is EL. 635.75 so the flow arrow should be pointing north.**

Sheet C1.1 - Storm water will not be permitted to drain offsite to roadway or down driveway approach. All storm water should be captured on site and directed to the storm sewer lateral. As drawn, an exterior curb would be required around the entire parking lot to capture flow and prevent erosion due to runoff. **Two catch basins are added to the plans to collect the stormwater and discharge to the existing 15" lateral. Storm sewer design calculations are attached.**

Make note on the plans that the driveway opening shall be made by a hydraulic, mounted profile cut machine. The breaking of the curb head at the flow line and re-pouring of the curb will not be permitted. **A note is added to C1.1 (under the north arrow) stating the driveway opening shall be made by a hydraulic, mounted profile cut machine.**

Make note on the plans that all concrete work in the City right-of-way will need to be completed by a licensed concrete contractor. Concrete Contractor Licenses can be obtained at the City of De Pere Public Works Department at 920-339-4061. **A note is added to C1.1 (note is in box under north arrow) stating all concrete work in right-of-way will be by licensed concrete contractor.**

Show truck turning movements for trucks backing into the loading dock around the dumpster enclosure. **Truck turning route is added to C1.1.**

Specify 4-inch striping in parking lot spaces. **The parking lot striping is labeled to be 4" striping. The label is on C1.1 and at the 3rd stall from the south.**

The standard detail in the legend for the Limits of Proposed Bituminous Pavement is not used. A similar hatching is used for the building. Specify the areas for typical truck pavement section and typical auto pavement sections. **Hatching for the 3" asphalt pavement and the 4" asphalt pavement are added in the legend and hatching is shown on C1.1.**

How thick is the concrete at the loading dock? The concrete is 6" thick at the loading dock and the dumpster. These areas are labeled on C1.1.
Sheet C1.2: The City's record drawings do not show a 6-inch water service for this property. A 6-inch water service is shown where drawn, but it goes across the road. The 6" water service shown into this site is deleted on the plans.
Sheet C1.2: The invert elevations drawn do not match those on the City's record drawings. The City's record drawings for American Court are available by request. There is a difference in elevation of approximately 0.3 to 0.9 feet. The elevations are converted to the Depere datum.
Sheet C1.2: The City's record drawings show a 15-inch inlet lead across American Court and a 15-inch lateral stub out of the local inlet abutting this property. The rim elevation of the 15-inch lateral stub is 629.56. The storm pipes are changed to 15" pipes. The invert elevation of the 15" lateral is now shown as 629.57 as shot by our surveyors. The depth measured to the invert from the rim in the original drawing was read incorrectly that is why there was about a foot difference.
Sheet C1.2: Why not take the laterals straight out of the building directly to the abutting water and sanitary sewer mains? This would eliminate unnecessary bends and pipe footage. The sanitary and water laterals are shown connecting to the mains straight out from the building.
Sheet C1.2: Please make note that an excavation permit is needed to dig down in the public right-of-way to make water and sanitary sewer connections. The excavation permit can be obtained with the City of De Pere Public Works at 920-339-4061. A minimum of two weeks is needed to review and process this permit. A note is added to C1.2 that an excavation permit is required to dig in the right-of-way.
Sheet C1.2: Make a note to contact our water department at 920-339-4063 a minimum of two weeks prior to tapping the water main so staff can be made available to inspect the water tap and work valves. A note is added to C1.2 to contact the water department 2 weeks prior to tapping into the watermain.
Sheet C1.2: Please specify the water meter size. Meters larger than 1-inch need to be special ordered and can take upwards of a month to obtain. The water meter will be a 1" meter. A note is shown on C1.2 where the water lateral enters the building.
Sheet C1.2: Show all utilities in the right of way. The utilities shown on the plan are the utilities that were marked by Diggers Hotline. Flags were shown in the southeast corner and the northwest corner of the site.
Sheet C1.3: The driveway approach is required to be 8-inch concrete with a 5-foot sidewalk section through the driveway. The sidewalk section is to be located 0.5 feet off of the right-of-way line. The driveway approach is changed to an 8" concrete apron and 8" x 5' concrete sidewalk section.
Sheet C2.0: Provide detail for Inlet Protection Type D. A detail for inlet protection type D is added to C2.0.
Sheet C2.0: Provide detail for concrete sections (e.g. driveway approach and loading dock). Concrete section details for the concrete slabs and driveway approach are added to C1.1.
Need to provide WisDNR soil loss/sediment discharge calculations and the corresponding map for this site. Attached are the Soil Loss calculations using silt fence as the sediment control practice.

FORESTRY COMMENTS:

No WDNR planting details are included. (DAM 1-16-20) Working on plans
Sugar Maple, American Arborvitae, and Juniper varieties are not listed. Specific varieties need to be listed to ensure continuity and adaptability. Varieties vary in height, width and adaptability. (DAM 1-16-20) Working on plans
No tree protection or follow up maintenance schedules are included. (DAM 1-16-20) Working on plans

PLANNING COMMENTS:

Metal material is used on the north and east facing facades (toward the street). Metal is not a permitted use in the I-B-2 district on facades facing streets. Sheet A2.0 is revised to show masonry on the street facing sides.
Metal material is also used on the south and west facades. Metal is only allowed if approved by the plan Commission and the percentage of metal used is under 75% of the façade. Identify the percentage of metal used on each façade. Sheet A2.0 is revised to show under 75% metal panel on the south and west sides.
The north façade, facing the street has a large brick wall with two windows in the corner (at the east end). The mass of the brick wall should be broken up with additional features such as wall articulation, columns, windows, etc. One course of smooth faced cmu striping is added and there is a sill shown and there are 3 windows shown.
On page C1.1: Identify with the site plan statistics that there is no outdoor storage area. The site statistics were moved to sheet C1.0 per Engineering comment number 2 so a note is added stating no outdoor storage area.
Identify the locations for any known signage on the site plan. Plan Commission reviews signage locations, and a separate sign permit(s) is required from the Inspection Division of Development Services. A proposed monument sign is shown on C1.1 on the south side of the driveway.
The site plan identifies two areas as "future" for parking and for a building addition. This site plan review does not include approval of the outlined future spaces because the spaces are not shown in detail.

On Fri, Jan 17, 2020 at 12:52 PM Peter Schleinz <pschleinz@mail.de-pere.org> wrote:

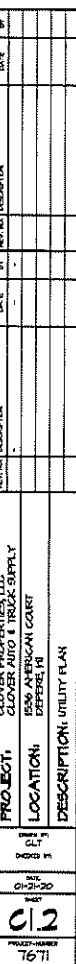
Hi Calvin—

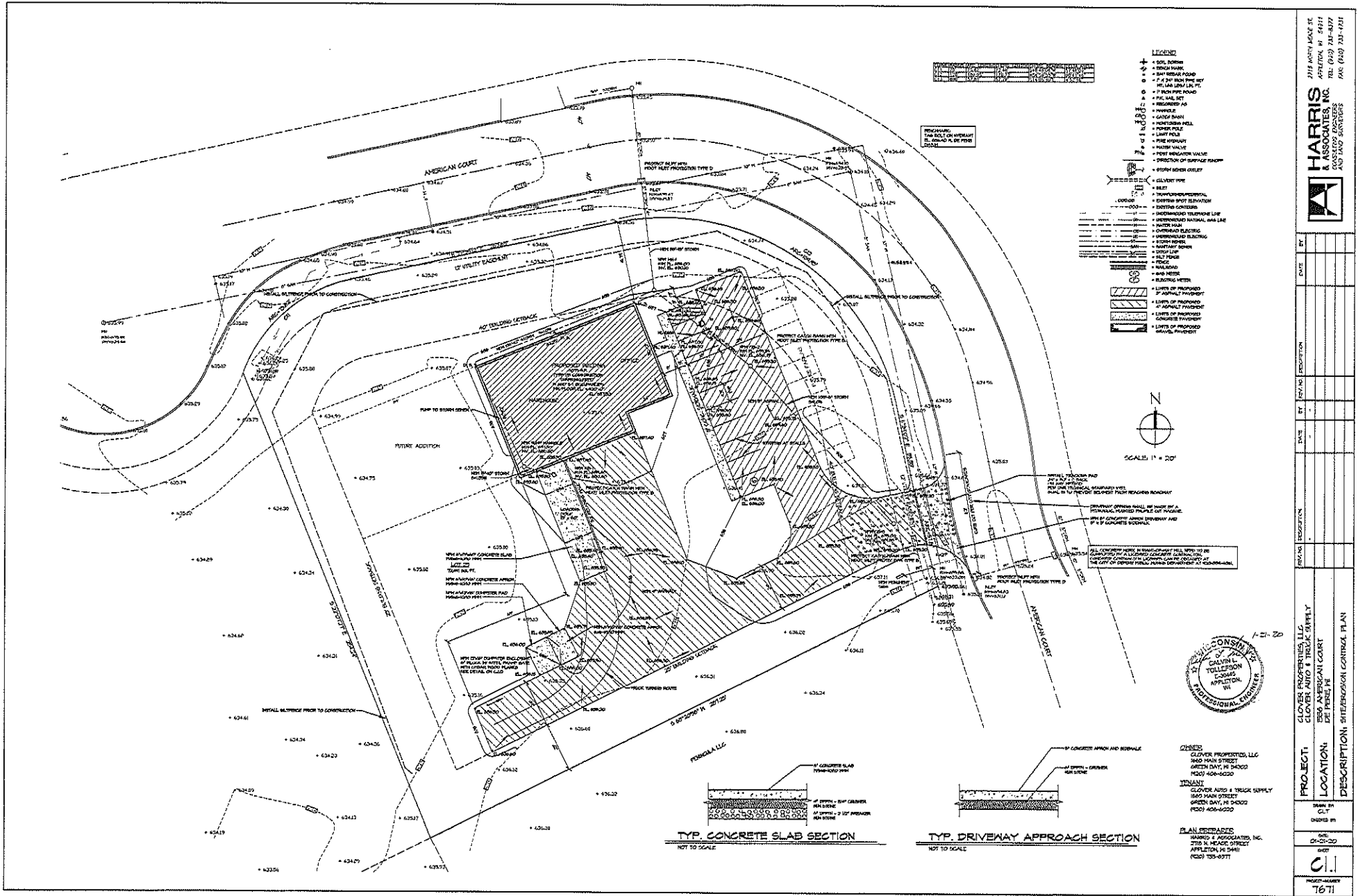
I have most of the comments gathered for the Clover Auto & Truck Supply site plan. You and I have very little time to make revisions because of wanting this item on the January agenda. Can you please give me a call so we can walk thru the edits and revisions that were marked by the staff review. Please note that these comments are in a raw form, with typos and all so let me know if you need help translating as these are in draft form and not the final comments for the Plan Commission meeting – thus I wanted to walk thru them with you in case there are any conditions that can be removed or clarified.

ENGINEERING COMMENTS:

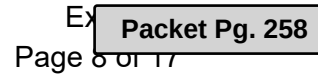
The civil pages in this plan set are out of order.
Sheet C1.1 - Only show erosion control details on the erosion control plan. Move hard surface and site statistics to their own page.
Sheet C1.1 - Inlet protection should meet WisDNR best management practices. Inlet protection in the roadway should be specified as Type D not Type B.
Sheet C1.1 - Provide proposed contours in addition to flow arrows.
Sheet C1.1 - Not all flow arrows are pointing the correct direction of flow. The arrow directly to the east of the dumpster enclosure is pointing flow north, when the site spot elevations would have a 0.05' drop to the south.

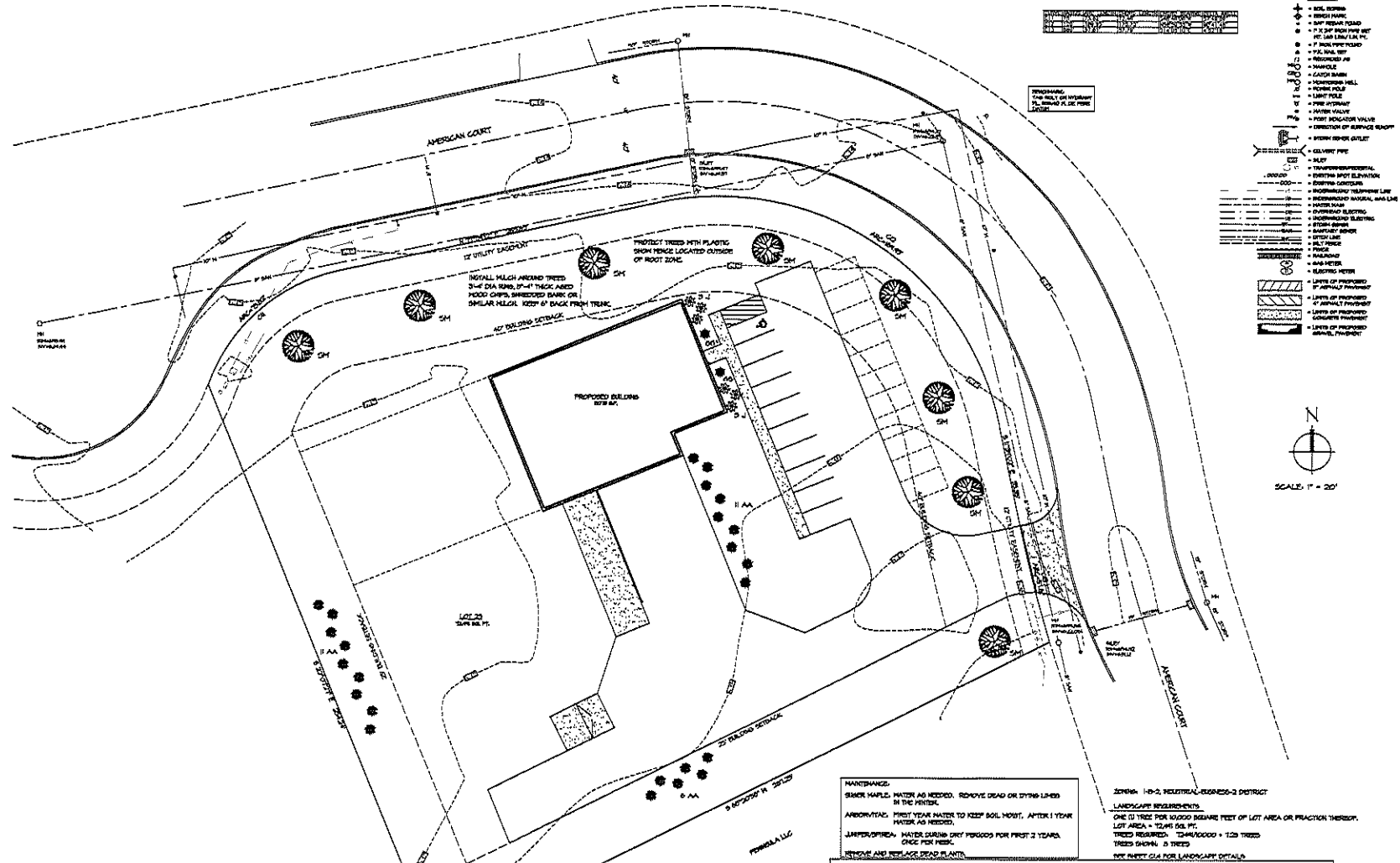




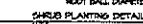


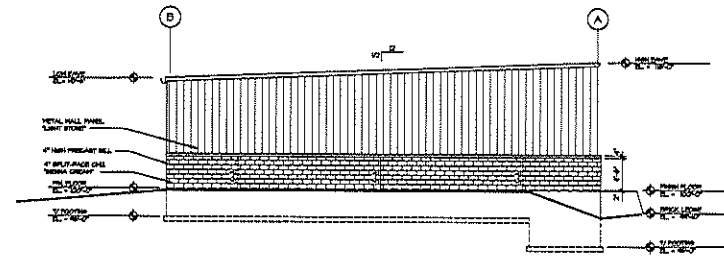
Attachment: Exhibit B-Clover Properties LLC (9206 : Resolution #20-17 Authorizing Sale/Purchase



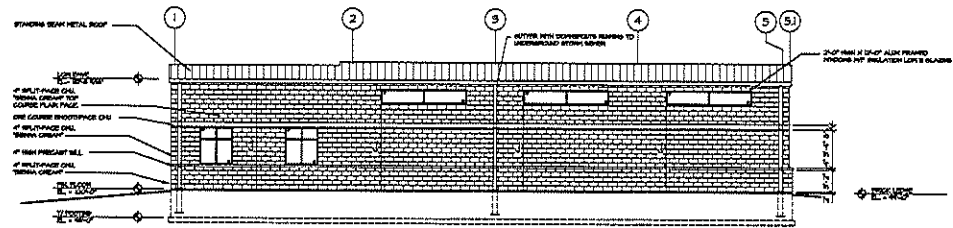


LANDSCAPE TREE/ SHRUB SCHEDULE						
SYM.	COMMON NAME	LATIN NAME	QTY.	COND.	SIZE	REMARKS
	SEMIK HAPLE (WHEAT MOUNTAIN)	AGER BACCHARUM	0	DBS	1 1/2"	ALL PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK
AA	AMERICAN ARBOUTINER TREEMAN	ILICIA OCCIDENTALIS	20	DBS	3"	
AA	JANUARY ANDORIA	IMPATIENS HORIZONTALIS TUDORIAN	0	2 GAL	10"	
AA			2	2 GAL	10-14"	
AA	ROSEPLANE OPIREA	OPIREA BUNALDA	2	2 GAL	10-14"	

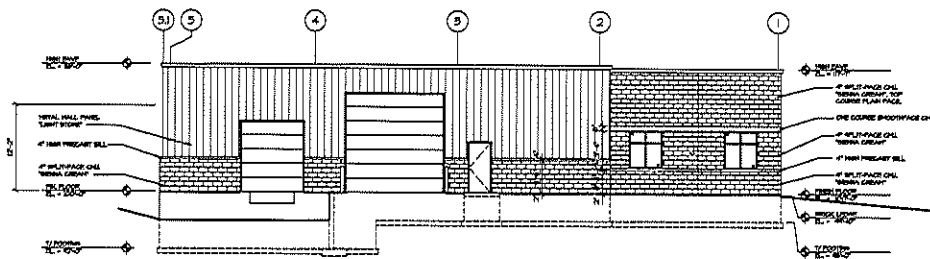




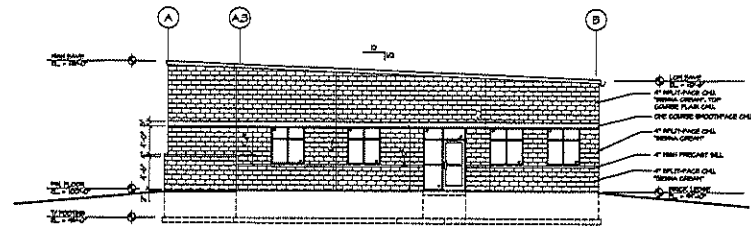
WEST ELEVATION
SCALE 1/8" = 1'-0"



NORTH ELEVATION
SCALE 1" = 10'



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

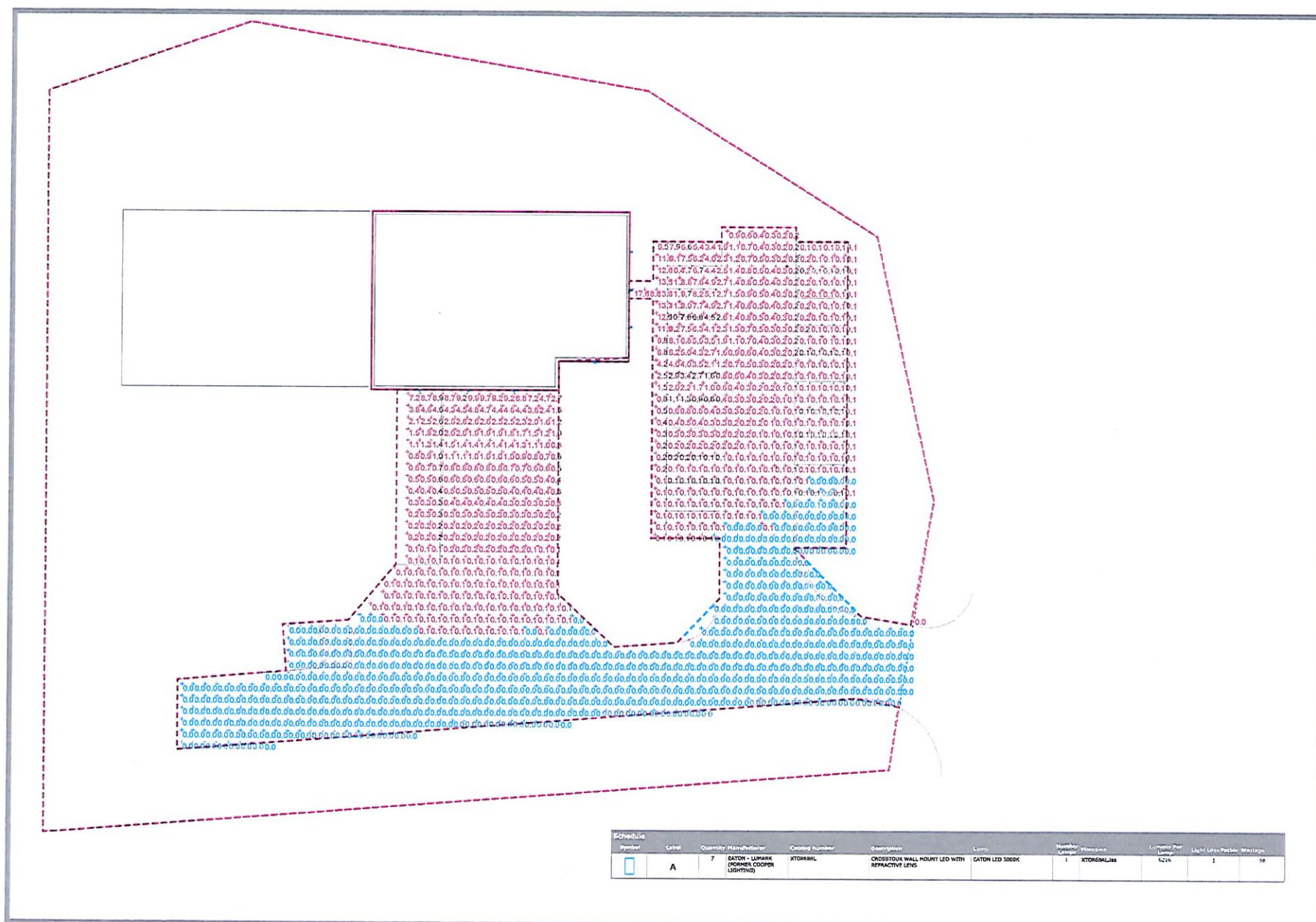


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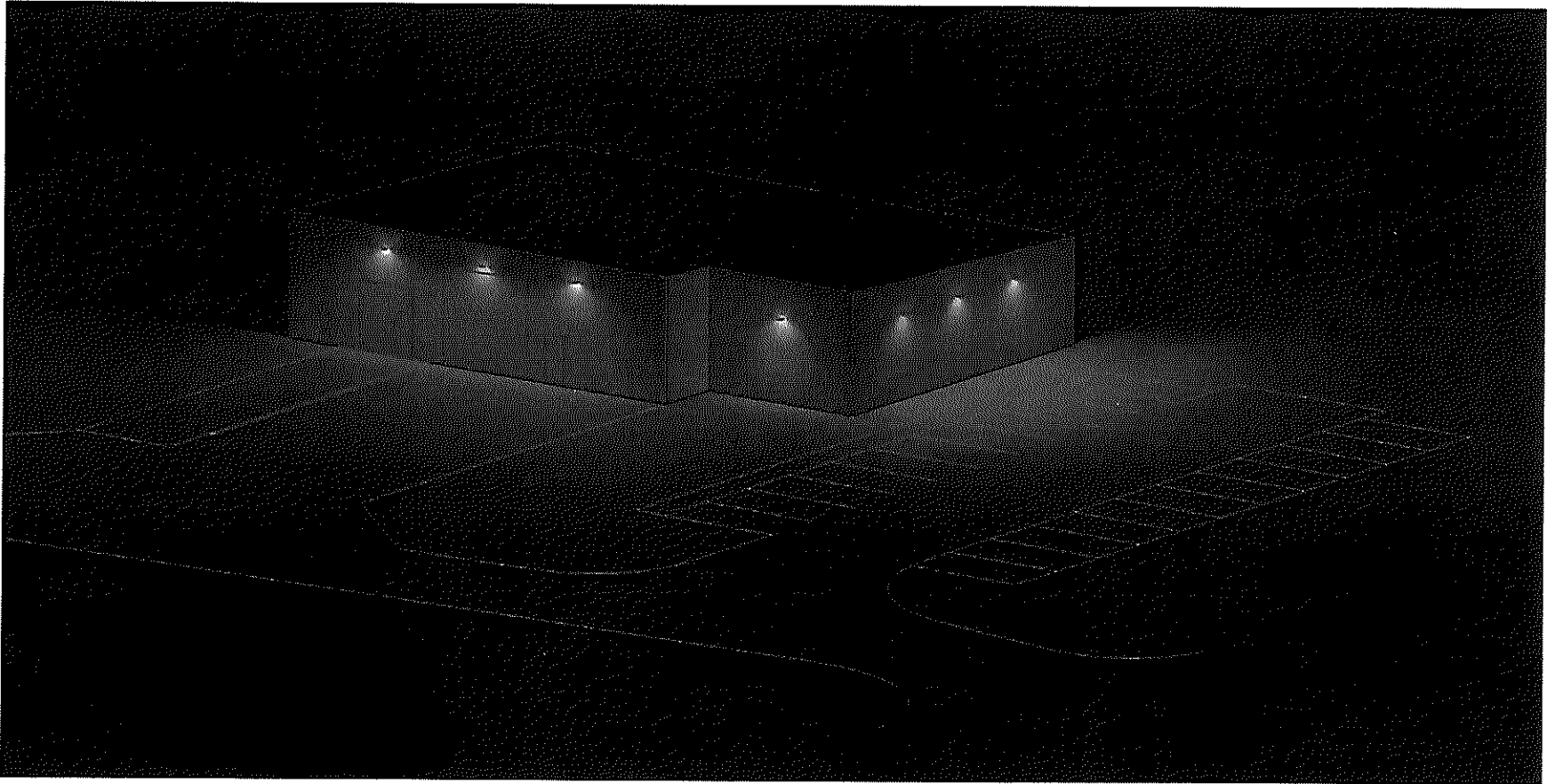
Designer
Date
1/13/2020
Scale
Not to Scale
Drawing No.

Summary

1 of 1



Schedule	Label	Quantity	Manufacturer	Control Number	Description	Lotus	Number of Units	Wattage	Control Per Unit	Light Unit Power (Wattage)
	A	7	EATON - LUMARK (HOMER COOPER LIGHTING)	XTORAIL	CROSSROAD WALL MOUNT LED WITH REFRACTIVE LENS	EATON LED 5000K	1	XTORAILLX	52W	1



Current View



...

Designer

Date

1/13/2020

Scale

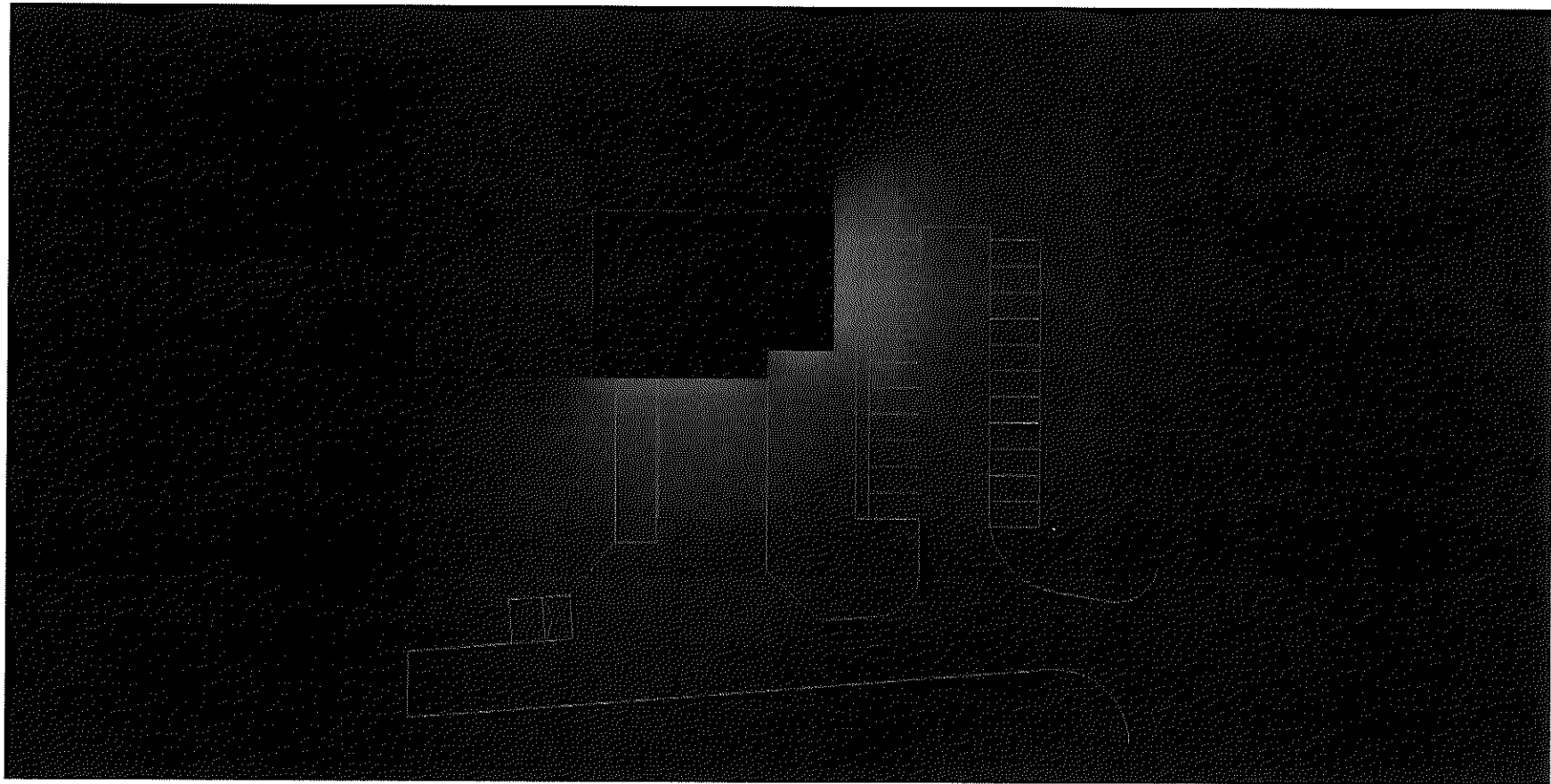
Not to Scale

Drawing No.

Summary

1 of 1

Attachment: Exhibit B-Clover Properties LLC (9206 : Resolution #20-17 Authorizing Sale/Purchase



Current View

Schedule	Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Wattage	Lumens Per Lamp	Light Loss Factor	Notes
		A	7	EATON - LUMARK (FORMER COOPER LIGHTING)	XTOR68RL	CROSSTOUR WALL MOUNT LED WITH REFRACTIVE LENS	EATON LED 5000K	1	XTOR68RL/ies	6216	1	58

Designer

Date
1/13/2020
Scale
Not to Scale
Drawing No.

Summary

1 of 1

Attachment: Exhibit B-Clover Properties LLC (9206 : Resolution #20-17 Authorizing Sale/Purchase

DESCRIPTION

The patented Lumark Crosstour™ MAXX LED wall pack series of luminaires provides low-profile architectural style with super bright, energy-efficient LEDs. The rugged die-cast aluminum construction, back box with secure lock hinges, stainless steel hardware along with a sealed and gasketed optical compartment make Crosstour impervious to contaminants. The Crosstour MAXX wall luminaire is ideal for wall/ surface, inverted mount for facade/canopy illumination, perimeter and site lighting. Typical applications include pedestrian walkways, building entrances, multi-use facilities, industrial facilities, perimeter parking areas, storage facilities, institutions, schools and loading docks.

SPECIFICATION FEATURES

Construction

Low-profile LED design with rugged one-piece, die-cast aluminum back box and hinged removable door. Matching housing styles incorporate both a full cutoff and refractive lens design. Full cutoff and refractive lens models are available in 58W, 81W and 102W. Patent pending secure lock hinge feature allows for safe and easy tool-less electrical connections with the supplied push-in connectors. Back box includes four 1/2" NPT threaded conduit entry points. The back box is secured by four lag bolts (supplied by others). External fin design extracts heat from the fixture surface. One-piece silicone gasket seals door and back box. Not recommended for car wash applications.

Optical

Silicone sealed optical LED chamber incorporates a custom engineered reflector providing high-efficiency illumination. Full cutoff models integrate an impact-resistant molded refractive prism optical lens assembly meeting requirements for Dark Sky compliance. Refractive lens models incorporate a molded lens

assembly designed for maximum forward throw. Solid state LED Crosstour MAXX luminaires are thermally optimized with eight lumen packages in cool 5000K, neutral 4000K, or warm 3000K LED color temperature (CCT).

Electrical

LED driver is mounted to the die-cast aluminum housing for optimal heat sinking. LED thermal management system incorporates both conduction and natural convection to transfer heat rapidly away from the LED source. 58W, 81W and 102W models operate in -40°C to 40°C (-40°F to 104°F). High ambient 50°C (122°F) models available in 58W and 81W models only. Crosstour MAXX luminaires maintain greater than 85% of initial light output after 72,000 hours of operation. Four half-inch NPT threaded conduit entry points allow for thru-branch wiring. Back box is an authorized electrical wiring compartment. Integral LED electronic driver incorporates surge protection. 120-277V 50/60Hz, 480V 60Hz, or 347V 60Hz electrical operation. 480V is compatible for use with 480V Wye systems only.

Emergency Egress

Optional integral cold weather battery emergency egress includes emergency operation test switch (available in 58W and 81W models only), an AC-ON indicator light and a premium extended rated sealed maintenance-free nickel-metal hydride battery pack. The separate emergency lighting LEDs are wired to provide redundant emergency lighting. Listed to UL Standard 924, Emergency Lighting.

Area and Site Pole Mounting
Optional extruded aluminum 6-1/2" arm features internal bolt guides for supplied twin support rods, allowing for easy positioning of the fixture during installation to pole. Supplied with round plate adapter plate. Optional tenon adapter fits 2-3/8" or 3-1/2" O.D. Tenon.

Finish

Crosstour MAXX is protected with a super TGIC carbon bronze or summit white polyester powder coat paint. Super TGIC powder coat paint finishes withstand extreme climate conditions while providing optimal color and gloss retention of the installed life.

Warranty

Five-year warranty.

Lumark

Catalog #	XTOR6BRL	Type	
Project			
Comments	Building Exterior	Date	
Prepared by			



**XTOR
CROSSTOUR
MAXX LED**

APPLICATIONS:
WALL / SURFACE
INVERTED
SITE LIGHTING



CERTIFICATION DATA
UL Listed Wet Location Listed
LM79 / LM80 Compliant
ROHS Compliant
NOM Compliant Models
3C Vibration Tested
UL924 Listed (CBP Models)
IP66 Rated
DesignLights Consortium® Qualified*

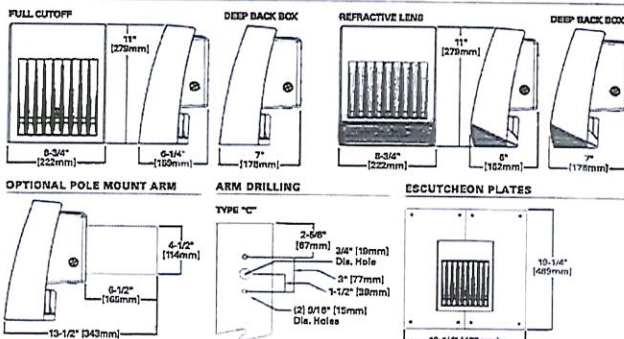
TECHNICAL DATA
40°C Ambient Temperature
External Supply Wiring 90°C Minimum

EPA
Effective Projected Area (Eq. PL):
XTOR6B, XTOR6B, XTOR122B-0.56
With Pole Mount Arm-0.38

SHIPPING DATA:
Approximate Net Weight:
12-15 lbs. (5.4-6.8 kg.)

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April 18, 2018 8:58 AM

DIMENSIONS



EATON
Powering Business Worldwide

*www.designlights.org

page 2

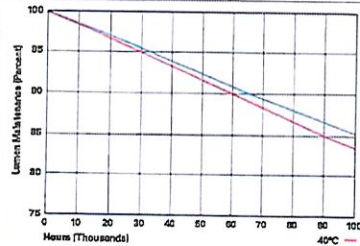
XTOR CROSSTOUR MAXX LED

POWER AND LUMENS BY FIXTURE MODEL

5W Series						
LED Information	XTOR5B	XTOR5BRL	XTOR5B-W	XTOR5BRL-W	XTOR5B-Y	XTOR5BRL-Y
Delivered Lumens	6,120	6,225	6,030	6,135	5,611	5,828
B.U.G. Rating	B1-U0-G1	B2-U4-G3	B1-U0-G1	B2-U4-G3	B1-U0-G1	B2-U4-G3
CCT (Kelvin)	5000K	5000K	4000K	4000K	3000K	3000K
CRI (Color Rendering Index)	70	70	70	70	70	70
Power Consumption (Watts)	5W	5W	5W	5W	5W	5W
8W Series						
LED Information	XTOR8B	XTOR8BRL	XTOR8B-W	XTOR8BRL-W	XTOR8B-Y	XTOR8BRL-Y
Delivered Lumens	8,502	8,535	8,372	8,504	7,748	8,079
B.U.G. Rating	B2-U0-G1	B2-U4-G3	B2-U0-G1	B2-U4-G3	B2-U0-G1	B2-U4-G3
CCT (Kelvin)	5000K	5000K	4000K	4000K	3000K	3000K
CRI (Color Rendering Index)	70	70	70	70	70	70
Power Consumption (Watts)	8W	8W	8W	8W	8W	8W
10W Series						
LED Information	XTOR12B	XTOR12BRL	XTOR12B-W	XTOR12BRL-W	XTOR12B-Y	XTOR12BRL-Y
Delivered Lumens	12,728	12,488	12,599	12,258	11,561	12,585
B.U.G. Rating	B2-U0-G1	B2-U4-G3	B2-U0-G1	B2-U4-G3	B2-U0-G1	B2-U4-G3
CCT (Kelvin)	5000K	5000K	4000K	4000K	3000K	3000K
CRI (Color Rendering Index)	70	70	70	70	70	70
Power Consumption (Watts)	10W	10W	10W	10W	10W	10W
EGRESS Information			XTOR5B, XTOR8B and XTOR12B Full Cutoff CBP Egress LED		XTOR5B, XTOR8B and XTOR12B Reflexive Lens CBP Egress LED	
Delivered Lumens			509		408	
B.U.G. Rating			N.A.		N.A.	
CCT (Kelvin)			4000K		4000K	
CRI (Color Rendering Index)			65		65	
Power Consumption (Watts)			1.6W		1.6W	

LUMEN MAINTENANCE

Ambient Temperature	T8-T1 Lumen Maintenance (72,000 Hours)	Theoretical L70 (Hours)
XTOR5B Model		
25°C	> 80%	240,000
40°C	> 80%	212,000
50°C	> 80%	201,000
XTOR8B Model		
25°C	> 80%	210,000
40°C	> 80%	195,000
50°C	> 80%	181,000
XTOR12B Model		
25°C	> 80%	222,000
40°C	> 80%	198,000



CURRENT DRAW

Voltage	Model Series				
	XTOR5B	XTOR8B	XTOR12B	XTOR5B-CBP (Fixture/Battery)	XTOR8B-CBP (Fixture/Battery)
120V	0.51	0.71	0.94	0.60/0.25	0.52/0.25
208V	0.25	0.35	0.52	--	--
240V	0.25	0.35	0.45	--	--
277V	0.22	0.31	0.33	0.38/0.21	0.50/0.21
347V	0.19	0.26	0.33	--	--
480V	0.14	0.19	0.24	--	--

Eaton
Powering Commerce Worldwide

Eaton
1121 Highway 24 South
Fresno, CA 93729
P: 774-464-6000
www.eaton.com/lighting

Specifications and
dimensions subject to
change without notice.

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April 18, 2018 8:08 AM

page 3
ORDERING INFORMATION

XTOR CROSSSTOUR MAXX LED

Sample Number: XTOR8B-W-WT-PC1

Series 1	LED Kelvin Color	Housing Color	Options (Add as Suffix)
Full Cutoff XTOR8B-65W XTOR8B-81W XTOR12B-102W Refractive Lens XTOR8BRL-65W XTOR8BRL-81W XTOR12BRL-102W	[Blank]=Bright White (Standard) 6000K W=Neutral, 4000K Y=Warm, 3000K	[Blank]=Carbon Bronze (Standard) WT=Summit White BK=Black BZ=Bronze AP=Gray GM=Graphite Metallic DP=Dark Platinum	347V=347V+AAA 400V=400V+AAA PC1=Photocontrol 120V+ PC2=Photocontrol 208-277V+ PMA=Pole Mount Arm (C Drilling) with Round Adapter+ MS-L23=Motion Sensor for ON/OFF Operation+ MS-L23=Motion Sensor for Dimming Operation+ CBP=Cold Weather Battery Pack+ HA=60°C High Ambient+
Accessories (Order Separately)			
WG=XTORMX=Crosstour MAXX Wire Guard PS120V=Field Installed 120V Photocontrol PS277V=Field Installed 208-277V Photocontrol+ VA1040-XX=Single Tenon Adapter for 2-1/2" O.D. Tenon+ VA1041-XX=2@180° Tenon Adapter for 3-1/2" O.D. Tenon+ VA1042-XX=3@120° Tenon Adapter for 3-1/2" O.D. Tenon+ VA1043-XX=4@90° Tenon Adapter for 3-1/2" O.D. Tenon+ VA1044-XX=2@90° Tenon Adapter for 3-1/2" O.D. Tenon+ VA1045-XX=3@90° Tenon Adapter for 3-1/2" O.D. Tenon+ VA1046-XX=2@120° Tenon Adapter for 3-1/2" O.D. Tenon+		VA1032-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon+ VA1034-XX=2@180° Tenon Adapter for 2-3/8" O.D. Tenon+ VA1035-XX=3@120° Tenon Adapter for 2-3/8" O.D. Tenon+ VA1036-XX=4@90° Tenon Adapter for 2-3/8" O.D. Tenon+ VA1037-XX=2@90° Tenon Adapter for 2-3/8" O.D. Tenon+ VA1038-XX=3@90° Tenon Adapter for 2-3/8" O.D. Tenon+ VA1039-XX=2@120° Tenon Adapter for 2-3/8" O.D. Tenon+ EWV/XTORMX=Edge/Glitchon Wall Plate, Carbon Bronze EWV/XTORMX=WT=Glitchon Wall Plate, Summit White F01R-100=Wireless Configuration Tool for Occupancy Sensor+	

NOTES:

1. DesignLight Crosstour™ Qualified and classified for both DLC Standard and DLC Premium, refer to www.designlight.org for details.
2. Not available with HA option.
3. Deep back box is standard for 347V, 400V, CBP, PMA, MS-L23 and MS-DIM-L23.
4. Not available with CBP option.
5. Thermo-wire not available with HA option or with 347V.
6. Only for use with 480V Wye systems. For NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
7. Not available with MS-L23 and MS-DIM-L23 options.
8. Use PC2 with 347V or 400V option for photocontrol. Factory wired to 208-277V load.
9. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP613012H for additional support information.
10. For use to daylight information only. Optimal coverage at mounting heights of 9'-0".
11. 120V thru 277V only.
12. Fixture sets to 50% power reduction after 15-minutes of inactivity. Dimming driver included.
13. Includes integral phase sensor.
14. The F01R-100 configuration tool is required to adjust parameters including high and low modes, sensitivity, time delay, cutoff, and more. Consult your lighting representative at Eaton for more information.
15. 120V or 277V operation only.
16. Operating temperature: -30°C to 50°C.
17. Not available in XTOR12B or XTOR12BRL models.
18. Replaces XC with housing detail.

STOCK ORDERING INFORMATION

65W Series	81W Series	102W Series
Full Cutoff		
XTOR8B-65W, 6000K, Carbon Bronze	XTOR8B-81W, 6000K, Carbon Bronze	XTOR12B-102W, 6000K, Carbon Bronze
XTOR8B-PC1-65W, 6000K, 120V PC, Carbon Bronze	XTOR8B-PC1-81W, 6000K, 120V PC, Carbon Bronze	XTOR12B-PC1-102W, 6000K, 120V PC, Carbon Bronze
XTOR8B-WT-65W, 6000K, Summit White	XTOR8B-WT-81W, 6000K, Summit White	XTOR12B-WT-102W, 6000K, Summit White
XTOR8B-W-65W, 4000K, Carbon Bronze	XTOR8B-PC2-81W, 6000K, 208-277V PC, Carbon Bronze	XTOR12B-PC2-102W, 6000K, 208-277V PC, Carbon Bronze
XTOR8B-PMA-65W, 6000K, Pole Mount Arm, Carbon Bronze	XTOR8B-PMA-81W, 6000K, Pole Mount Arm, Carbon Bronze	XTOR12B-PMA-102W, 6000K, Pole Mount Arm, Carbon Bronze
XTOR8B-W-PMA-65W, 4000K, Pole Mount Arm, Carbon Bronze	XTOR8B-W-81W, 6000K, Carbon Bronze	XTOR12B-W-102W, 4000K, Carbon Bronze
XTOR8B-PC2-65W, 6000K, 208-277V PC, Carbon Bronze	XTOR8B-W-PC1-81W, 4000K, 120V PC, Carbon Bronze	XTOR12B-W-PC1-102W, 4000K, 120V PC, Carbon Bronze
XTOR8B-W-PC2-65W, 4000K, 208-277V PC, Carbon Bronze	XTOR8B-W-PC1-81W, 4000K, 208-277V PC, Carbon Bronze	XTOR12B-W-PC2-102W, 4000K, 208-277V PC, Carbon Bronze
XTOR8B-W-PC1-65W, 4000K, 120V PC, Carbon Bronze	XTOR8B-W-PMA-81W, 4000K, Pole Mount Arm, Carbon Bronze	XTOR12B-W-PMA-102W, 4000K, Pole Mount Arm, Carbon Bronze
Refractive Lens		
XTOR8BRL-65W, 6000K, Refractive Lens, Carbon Bronze	XTOR8BRL-81W, 6000K, Refractive Lens, Carbon Bronze	XTOR12BRL-102W, 6000K, Refractive Lens, Carbon Bronze
XTOR8BRL-PC1-65W, 6000K, Refractive Lens, 120V PC, Carbon Bronze	XTOR8BRL-PC1-81W, 6000K, Refractive Lens, 120V PC, Carbon Bronze	XTOR12BRL-PC1-102W, 6000K, Refractive Lens, 120V PC, Carbon Bronze
XTOR8BRL-WT-65W, 6000K, Refractive Lens, Summit White	XTOR8BRL-WT-81W, 6000K, Refractive Lens, Summit White	XTOR12BRL-WT-102W, 6000K, Refractive Lens, Summit White
XTOR8BRL-W-65W, 4000K, Refractive Lens, Carbon Bronze	XTOR8BRL-PC2-81W, 6000K, Refractive Lens, 208-277V PC, Carbon Bronze	XTOR12BRL-PC2-102W, 6000K, Refractive Lens, 208-277V PC, Carbon Bronze
XTOR8BRL-PMA-65W, 6000K, Refractive Lens, Pole Mount Arm, Carbon Bronze	XTOR8BRL-PMA-81W, 6000K, Refractive Lens, Pole Mount Arm, Carbon Bronze	XTOR12BRL-PMA-102W, 6000K, Refractive Lens, Pole Mount Arm, Carbon Bronze
XTOR8BRL-W-PMA-65W, 4000K, Refractive Lens, Pole Mount Arm, Carbon Bronze	XTOR8BRL-W-81W, 4000K, Refractive Lens, Carbon Bronze	XTOR12BRL-W-102W, 4000K, Refractive Lens, Carbon Bronze
XTOR8BRL-PC2-65W, 6000K, Refractive Lens, 208-277V PC, Carbon Bronze	XTOR8BRL-W-PC1-81W, 4000K, Refractive Lens, 120V PC, Carbon Bronze	XTOR12BRL-W-PC1-102W, 4000K, Refractive Lens, 120V PC, Carbon Bronze
XTOR8BRL-W-PC2-65W, 4000K, Refractive Lens, 208-277V PC, Carbon Bronze	XTOR8BRL-W-PC2-81W, 4000K, Refractive Lens, 208-277V PC, Carbon Bronze	XTOR12BRL-W-PC2-102W, 4000K, Refractive Lens, 208-277V PC, Carbon Bronze
XTOR8BRL-W-PC1-65W, 4000K, Refractive Lens, 120V PC, Carbon Bronze	XTOR8BRL-W-PMA-81W, 4000K, Refractive Lens, Pole Mount Arm, Carbon Bronze	XTOR12BRL-W-PMA-102W, 4000K, Refractive Lens, Pole Mount Arm, Carbon Bronze



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1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4000
www.eaton.com/lighting

Specifications and
dimensions subject to
change without notice.

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April 18, 2018 8:50 AM

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

MEETING DATE: February 19, 2020

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #20-18 Accepting Wisconsin Bureau of Transportation Safety Grant.

The De Pere Police Department participated in the Click It or Ticket national mobilization from May 20 to June 2, 2019. During this two-week mobilization period, our traffic officer focused enforcement on seat belt use and impaired driving. This enforcement effort combined with local and national media coverage allowed us to engage our community on topics of traffic safety. No overtime was necessary to participate in this mobilization, and by participating we became eligible for (a chance to win) a \$4,000 equipment grant from the Wisconsin Bureau of Transportation Safety (BOTS). In September 2019, our department was selected to receive this equipment grant. BOTS requires the equipment to be enforcement-based, and purchased from a pre approved equipment list. Our department requests permission to accept this \$4,000 grant, allowing us to purchase a portable speed display board from All Traffic Solutions and hand-held directional radar unit from Decatur Electronics.

At the February 11, 2020, Finance and Personnel Committee meeting the committee voted to forward the item to the Common Council with their recommendation for approval.

If you have any questions please contact me at your convenience. Thank you.

ATTACHMENTS:

- Reso20-18 (DOCX)

RESOLUTION #20-18

ACCEPTING WISCONSIN BUREAU OF TRANSPORTATION SAFETY GRANT

WHEREAS, the Wisconsin Bureau of Transportation Safety ("BOTS") offers a grant program associated with participation in the Click It or Ticket mobilization program; and

WHEREAS, the Police Department was selected as a recipient of a \$4,000 equipment grant as a result of its participation in the program during May and June of 2019 through traffic officer-focused enforcement of seat belt use and impaired driving; and

WHEREAS, the grant will allow the Police Department to purchase a portable speed display board and a hand-held directional radar unit from the BOTS preapproved equipment list, recognizing the need to provide this important enforcement-based equipment to law enforcement; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval and acceptance of this generous grant.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby accepts the grant of \$4,000 from the Wisconsin Bureau of Transportation Safety and thanks them for their very generous support.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 2/11/2020

Attachment: Reso20-18 (9260 : Resolution #20-18 Accepting BOTS Grant to Police Department.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #20-19 Authorizing Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc. (2020 Water Management Assistance Program).

The Board of Park Commissioners, at the December 19, 2019 meeting, approved the 2020 Carrico Aquatics Water Management Agreement with the contingency that Carrico Aquatics is registered to do business in Wisconsin. The motion passed unanimously with a 5-0 vote.

Staff is seeking the Board of Park Commissioners approval to accept Carrico Aquatics Water Management Agreement for the 2020 Legion Pool season. The 2020 agreement is an increase of \$455 compared to the 2019 agreement. Specifically there is a \$405 increase in "yearly investment for chemicals, operator training, and monthly visits". There is also an increase of \$50 for a "one time charge per season to cover all deliveries". Staff is recommending to accept this agreement for the 2020 Legion Pool season.

In addition, we have been contacted by our City Attorney's office with regard to Carrico. Our CA office has indicated Carrico is currently not listed with the State of Wisconsin Department of Financial Institutions to conduct business in the state. We have been in contact with Carrico to resolve the issue and are recommending to approve the contract contingent upon registering with the State of Wisconsin. Carrico has conducted business in the State of Wisconsin for many years and has a very good reputation, so we are optimistic this can get resolved.

Thank you for your time and consideration

ATTACHMENTS:

- Reso20-19 (DOCX)
- City of De Pere SWM 2020 (PDF)

RESOLUTION #20-19

AUTHORIZING OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT
WITH CARRICO AQUATIC RESOURCES, INC.
(2020 Water Management Assistance Program)

WHEREAS, the City of De Pere is in need of chemical administration and maintenance services during the 2020 swimming season for Legion Pool; and

WHEREAS, Carrico Aquatic Resources, Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish said services.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc., as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 12/19/2019



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53541

Office: 920-541-3601

Fax: 920-541-3601

www.carricoaquatics.com

November 1, 2019

Mr. John McDonald
Recreation Supervisor
De Pere Parks, Recreation & Forestry Department
600 Grant Street
De Pere, Wisconsin, 54115

RE: Water Management Assistance Program Renewal

Dear John,

Thank you for giving Carrico Aquatic Resources, Inc. the opportunity to provide you with water management services for the the last 5 years and we look forward to doing so again in 2020.

As always, Carrico Aquatic Resources, Inc. utilizes expert knowledge from professional engineers, certified Aquatic operator instructors, chemical engineers, microbiologists and seasoned pool operators to solve pool and spa challenges and to ensure efficient operation in compliance with federal and state regulations.

Please review the enclosed information that outlines the terms of the water management program for your aquatic facility. To move forward, we will need the enclosed documents filled out and a purchase order number provided.

If you have any questions, please contact me at 800.832.7147.

Thank you,

Matt Carrico
President
Carrico Aquatic Resources, Inc.



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600
Fax: 920-541-3602
www.carricoaquatics.com

OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT

This Operation and Maintenance Assistance Agreement (the “Agreement”) dated as of November 1, 2019 is between the City of De Pere (the “Owner”), whose address is 600 Grant Street, De Pere, Wisconsin 54115 and Carrico Aquatic Resources, Inc. (“Carrico”), whose address is 720 N. Parkway, Jefferson, Wisconsin 53549

RECITALS

Whereas, Owner is the Owner of an aquatic facilities as describe in Exhibit A of this Agreement (the “Facilities”); and

Whereas, Owner desired to engage Carrico to assist Owner to operate and maintain the Facilities and Carrico desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

Whereas, Owner is authorized by law to enter into this Agreement;

Now, therefore, in the consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ASSUMPTIONS

In our proposal we have assumed the following:

- Scope of services as outlined in the next section is the primary basis of Carrico’s proposal.
- As contractor to Owner, Carrico will provide management assistance and consultation for Owner to achieve optimum performance and to maintain related equipment for system integrity within budgeted resources.
- Carrico will interpret all meters and gauge readings as designated by code and provide Owner with recommendations and evaluation.
- Carrico in consultation with Owner, has the authority to close the Facilities to swimmers should unsafe conditions exist and keep Facilities closed until corrective actions have been successful.
- Carrico believes in continuing education of its employees, which translates into Owner receiving the advantages of the latest proven technology programs to provide the safest pools, to reduce liability and increase life expectancy of equipment and structure.
- Carrico does not formulate policy nor assume any ownership of the system, unless other wise stated. The Owner is responsible for all capital outlay items unless otherwise stated.

- Terms of this Agreement will be self-perpetuating unless either party, for whatever reason, wishes to terminate and follows the termination procedures set forth herein.

ARTICLE I: SCOPE OF SERVICES

Carrico agrees to provide the following equipment, chemicals and services:

- 1.1 Water treatment equipment needed to maintain pool chemicals per Wisconsin state code
- 1.2 All chemicals needed to maintain pool chemical levels as required by Wisconsin state code
- 1.3 Operator Training
- 1.4 Delivery of chemicals F.O.B from closest point
- 1.5 14 Point water analysis every 4-6 weeks
- 1.6 Routine visits to check equipment and chemical inventory. "Routine" for the purposes of this agreement shall mean every 4-6 weeks

ARTICLE II: OWNERS' RESPONSIBILITIES

- 2.1 Operate facilities according to State of Wisconsin's Department of Health Swimming Pool Code, in a safe and healthy manner, consistent with education and training provided by Carrico.
- 2.2 Designate in writing, the employees to be trained by Carrico. Designated individuals will be available for training on the agreed upon date and time. Additional training for individuals not in attendance or for new employees will be billed outside of this agreement, at the rate of \$115.00 per hour.
- 2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
- 2.4 Notifying Carrico minimum of 14 days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals F.O.B. from closest location.
- 2.5 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or for other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.
- 2.6 Owner assumes and shall bare the entire risk of loss, theft, damage, destruction, storage, handling and feeding of the equipment and chemicals provided from any cause whatsoever, except losses resulting from the defective design or manufacture of the equipment or chemicals and except losses from the time place and manner of the performance of maintenance that is Carrico's responsibility under this agreement. Owner shall at Owner's expense keep the equipment and chemicals insured against theft, damage, spills and/or destruction. Said insurance shall provide a provision naming Carrico as an additional insured for Carrico's interest in such equipment and chemicals.
- 2.7 Provide all chemicals needed for balancing pH.

ARTICLE III: CARRICO AQUATIC RESOURCES, INC. RESPONSIBILITIES

- 3.1 Provide chemicals and services as described in Article I.
- 3.2 Provide sanitizer and balancing chemicals needed to maintain the pool water chemistry within State of Wisconsin's Department of Public Health Guidelines.
- 3.3 Routine visits to the Facilities to check equipment and water chemistry.

ARTICLE IV: COMPENSATION

- 4.1 Owner's guaranteed yearly investment for chemicals, operator training, and monthly visits is thirteen nine hundred five and 00/100 dollars (\$13,905.00).
- 4.2 Owner shall pay Carrico three thousand four hundred seventy-six and 25/100 dollars (\$3,476.25) due on the first day of May, June, July and August for the 2020 pool season.
- 4.3 There will be a one time charge per season of three hundred and no/100 dollars (\$300.00) to cover all deliveries.

ARTICLE V: TERM

- 5.1 Terms of this Agreement are a guaranteed yearly investment. This is a one year minimum agreement and will be self-perpetuating unless either party for whatever reason, wishes to terminate.
- 5.2 This agreement time period is for the 2020 swimming season.

ARTICLE VI: TERMINATION

- 6.1 Either party wishing to terminate agreement, must do so in writing no later than thirty days from the anniversary of the original signing of the agreement, of any given year.
- 6.2 If Owner terminates agreement within the first year or between anniversary dates in subsequent years, a Five Hundred Dollar (\$500.00) fee, per pool and or spa as designed in Exhibit A, will be assessed for removal of equipment and/or chemicals.
- 6.3 Owner agrees to allow Carrico access to Facilities within thirty days of termination of agreement to remove Carrico's equipment and/or chemicals.
- 6.4 Owner may terminate this agreement without penalty if Carrico fails to:
 - Supply chemicals as outlined in this agreement in a timely manner;
 - Perform routine visits to named Facilities
 - Provide routine water analysis report.
- 6.5 If the Owner terminates this Agreement pursuant to Section 6.4, the Owner agrees to give one written notice to Carrico of Owner's reason for potential termination and agrees to allow Carrico three weeks to correct any deficiencies before giving a final written notice of termination without penalty for removal of equipment and/or chemicals.

ARTICLE VII: MISCELLANEOUS

- 7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof without the written approval of the Owner unless there is an emergency. If there is an emergency, Carrico shall provide the Owner with verbal notice of the capital replacement as soon as possible.
- 7.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing and signed by both parties.
- 7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by registered mail to Carrico, attention: President, and to Owner, attention _____, at the address set forth for each in the opening paragraph of this Agreement.

- 7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.
- 7.5 Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 7.6 Service Calls that are the result of the Owner or the Owner's Operator created by neglect for routine housekeeping responsibilities are billable at a rate of \$115.00 per hour while on site. Routine housekeeping is defined as, but not limited to the following: maintaining correct water level, backwashing filter(s), keeping chemical feed equipment supplied with chemicals, performing daily preventive maintenance on chemical feed equipment, vacuuming pool, cleaning hair/lint basket(s), and skimmer baskets, removing oily buildup at waterline, daily testing of chemical levels and logging said results, as required by code, recording all gauge readings and cleaning sensors and restandardization of controller, adding of chemicals per Carrico directions.
- 7.7 Service Calls resulting from equipment failure, not related to routine housekeeping as defined in 7.6, are the expenses of Carrico.
- 7.8 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.
- 7.9 All chemicals used will be only those approved by and purchased from Carrico.

ARTICLE VIII: AUTHORIZATION

- 8.1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date of _____, 20_____.

CARRICO AQUATIC RESOURCES, INC.

CITY OF DE PERE - OWNER

By: _____
Tom Carrico

By: _____
Owner

P.O. _____

Exhibit A

"Facilities" as referred to in this document consist of the following:

- 309,000 gallon main pool



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-20 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2020 Construction Materials Testing).

The Board of Public Works at the February 10, 2020 meeting approved the quote for 2020 Materials Testing from Bay Area Testing and Consulting, LLC estimated at \$21,061.90 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-20 (DOCX)
- Contractor Agreement-BATC (2020 Materials Testing)2-7-20-189-002-16 (PDF)
- Exhibit A-BATC Contractor Agreement (PDF)
- Exhibit B- 2020 0131 CE_Materials_Testing_BATC_Proposal (PDF)
- 2020 0210 CI_BOPW_Materials_Testing (PDF)
- 2020 0131 CI_CALC_Materials_Testing_Comparison (PDF)

RESOLUTION #20-20

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2020 Construction Materials Testing)

WHEREAS, the City is in need of construction materials testing services for its 2020 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 (2020 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 19th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-20 (9236 : Resolution #20-20 Contractor Agreement with BATC - 2020 Construction Materials Testing.)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2020 Construction Materials Testing)**

THIS AGREEMENT made and entered into this _____ day of _____, 2020, 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 2020 construction projects as described in the City's Request for Proposals for Geotechnical Services, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

II. COMPENSATION

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

III. INSURANCE

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

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

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

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

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:

\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. **LAWS TO BE OBSERVED.** The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Public Works Director may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such

Contractor Agreement (2020 Materials Testing)
 Bay Area Testing & Consulting, LLC
 Page 3 of 6

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

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

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

Contractor Agreement (2020 Materials Testing)
 Bay Area Testing & Consulting, LLC
 Page 4 of 6

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

Contractor Agreement (2020 Materials Testing)
Bay Area Testing & Consulting, LLC
Page 5 of 6

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, Owner
Geotechnical Engineer

Printed Name: _____
Title: _____

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2020\Contractor Agreement-BATC(2020 Materials Testing)2-7-20-189-002-16.docx

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Carey E. Danen, City Clerk

Request for Proposals For Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2020 construction materials consulting.

Your proposal must be submitted to our office by Friday, January 31, 2020 at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2020 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials & 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.

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

DELIVERY:

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

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

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

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

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

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

**PROJECT:**

**REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2020 CONSTRUCTION SEASON
CITY OF DE PERE, WISCONSIN**

CLIENT:

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

DATE:

JANUARY 13, 2020



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

January 13, 2020

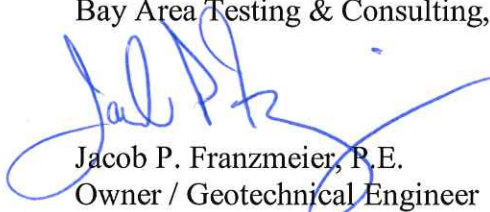
Mr. Chase K. Kuffel, P.E.
Assistant City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2020 Construction Season
City of De Pere, Wisconsin

Mr. Kuffel,

Bay Area Testing & Consulting, LLC (BATC) has prepared this Request for Proposal for the City of De Pere 2020 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted two (2) bound copies of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC



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

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

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2020 CONSTRUCTION SEASON
CITY OF DE PERE**

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City of De Pere

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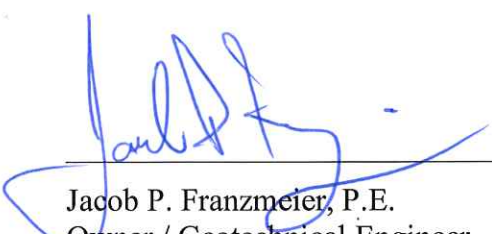
1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2020 Construction Season. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

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

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



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

1/13/2020

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 2020 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 2020 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 2020 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the necessary field and laboratory testing to fulfill the intention of the specifications or

recommendations.

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

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

2.2.6 Additional Field and Laboratory Testing

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

on an as-requested basis.

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, P.E.

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

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

Henry P. Koch, CET

Senior Engineering Technician

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

Matt Scriven

Senior Engineering Technician

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

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Austin Dier, CET
Engineering Technician

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

Ethan Bornick, CET
Engineering Technician

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

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

4.0 BATC ADDITIONAL INFORMATION

4.1 Project Response Time and Saturday Work

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

4.2 BATC Approach

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

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

5.0 PREVIOUS PROJECTS

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

➤ 2011, 2016, and 2019 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin

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

Contracting Party: City of De Pere

Project Contact: Chase K. Kuffel

Contact Number: 920-339-4060

➤ Titletown Development Phase I, Green Bay, Wisconsin

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

Contracting Party: Miron Construction Company

Project Contact: Chad Theilman

Contact Number: 920-585-3780

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- Titletown – Bellin Clinic, Ashwaubenon, Wisconsin
BATC performed all inspections and testing for the general contractor on the new orthopedic sports medicine clinic including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
Contracting Party: Miron Construction Company
Project Contact: Chad Theilman
Contact Number: 920-585-3780
- City of Kaukauna – Project 1-17, 1-18, 1-19, Kaukauna, Wisconsin
BATC performed the construction materials testing contract for the City of Kaukauna Project 1-17, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement on multiple streets downtown in the City of Kaukauna, Wisconsin. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil roadway base course density, sieve analyses and proctor testing.
Contracting Party: Vinton Construction Company
Project Contact: Ron Raboine
Contact Number: 920-682-0375
- Cedars Central Parkway Demolition, Grading, and Graveling – Phase I, Kimberly, Wisconsin
BATC performed the construction materials testing contract for the Village of Kimberly, which included but was not limited to: approval of backfill material and building demolition and utility removal compaction testing for a new site development. We also performed soil and aggregate field and laboratory testing, including sieve analyses and proctor testing.
Contracting Party: Peters Concrete Company
Project Contact: Brian Bartels
Contact Number: 920-494-3700
- Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin
BATC is currently performing all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
Contracting Party: Aurora Baycare Medical Center
Project Contact: Barbara Johnson
Contact Number: 920-288-4033

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

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

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

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

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6.0 FEE SCHEDULE

BATC FEE SCHEDULE 2020

Soil and Aggregate Laboratory Services:

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

Asphalt Laboratory Testing Services

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

Laboratory Services and Equipment Rentals:

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

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Field Services Staff:

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

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2020 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price.

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Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier

Signature: _____

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

CITY OF DE PERE MEMO



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

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

Date: February 10, 2020

RE: **Consideration and possible action on Quotes for 2020 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2020 construction projects. The total cost of this work was estimated using previous quantities as follows:

Materials Testing	Estimate
BATC	\$21,061.90
PSI	\$24,055.90
ECS	\$29,535.65

Soil Boring	Estimate
PSI	\$5,899.40
ECS	\$7,424.00

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at \$21,061.90 and the quote from Professional Service Industries, Inc. (PSI) for the soil boring estimated at \$5,899.40. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2020 0131 CI_CALC_Materials_Testing_Comparison (PDF)
 2020 0131 CE_Materials_Testing_BATC_Proposal (PDF)
 2020 0131 CE_Materials_Testing_PSI_Proposal (PDF)
 2020 0131 CE_Materials_Testing_ECS_Proposal (PDF)

2020 Materials Testing and Soil Boring RFP Comparison

1.29.f

Item	Unit	2019 Quantity	BATC		PSI		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services								
Project Manager	Per hour	0.00	\$60.00	\$0.00	\$65.00	\$0.00	\$65.00	\$0.00
Project Engineer	Per hour	0.00	\$80.00	\$0.00	\$75.00	\$0.00	\$120.00	\$0.00
Staff Engineer	Per hour	48.45	\$60.00	\$2,907.00	\$75.00	\$3,633.75	\$95.00	\$4,602.75
Field Technician								
Senior Technician	Per hour	54.60	\$44.00	\$2,402.40	\$42.00	\$2,293.20	\$50.00	\$2,730.00
Technician	Per hour	241.35	\$35.00	\$8,447.25	\$37.00	\$8,929.95	\$45.00	\$10,860.75
Clerical	Per hour	25.30	\$30.00	\$759.00	\$25.00	\$632.50	\$35.00	\$885.50
Mileage	Per mile	5241.00	\$0.25	\$1,310.25	\$0.50	\$2,620.50	\$0.65	\$3,406.65
Laboratory Testing Services								
Standard Proctor	Per each	1.00	\$105.00	\$105.00	\$125.00	\$125.00	\$132.00	\$132.00
Modified Proctor	Per each	4.00	\$115.00	\$460.00	\$150.00	\$600.00	\$150.00	\$600.00
Concrete Compression Test (Cylinder by Company)	Per each	188.00	\$12.00	\$2,256.00	\$14.00	\$2,632.00	\$13.00	\$2,444.00
Concrete Compression Test (Cylinder by City)	Per each	0.00	\$12.00	\$0.00	\$14.00	\$0.00	\$20.50	\$0.00
Handling of Backup Cylinders	Per each	61.00	\$5.00	\$305.00	\$14.00	\$854.00	\$10.00	\$610.00
Aggregate Sieve Analysis	Per each	4.00	\$60.00	\$240.00	\$50.00	\$200.00	\$70.00	\$280.00
Atterberg Limits	Per each	1.00	\$45.00	\$45.00	\$75.00	\$75.00	\$64.00	\$64.00
Permeability, Granular Soils	Per each	0.00	\$225.00	\$0.00	\$275.00	\$0.00	\$320.00	\$0.00
Permeability, Cohesive Soils	Per each	0.00	\$275.00	\$0.00	\$325.00	\$0.00	\$320.00	\$0.00
Field Technician Services								
Sample Pickup	Per each	0.00	\$50.00	\$0.00	\$37.00	\$0.00	\$60.00	\$0.00
Support Vehicle	Per mile	0.00	\$0.25	\$0.00	\$0.50	\$0.00	\$0.65	\$0.00
Nuclear Density Gauge	Per ½ day	73.00	\$25.00	\$1,825.00	\$20.00	\$1,460.00	\$40.00	\$2,920.00
Nuclear Density Gauge	Per day	0.00	\$40.00	\$0.00	\$40.00	\$0.00	\$40.00	\$0.00
MATERIAL TESTING TOTAL COST				\$21,061.90		\$24,055.90		\$29,535.65
Soil Boring		2018 QTY						
Mobilization	Per each	5.00			\$500.00	\$2,500.00	\$600.00	\$3,000.00
Soil Boring	VF	172.00			\$13.95	\$2,399.40	\$17.00	\$2,924.00
Report	Per each	1.00			\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
						\$5,899.40	\$7,424.00	

Attachment: 2020 0131 CI_CALC_Materials_Testing_Comparison (9236 : Resolution #20-20 Contractor



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-21 Authorizing Agreement for Contractor Services
Between the City of De Pere and Professional Service Industries, Inc.
(2020 Soil Boring).

The Board of Public Works at the February 10, 2020 meeting approved the quote for 2020 Soil Borings from Professional Service Industries, Inc. (PSI) estimated at \$5,899.40 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-21 (DOCX)
- Contractor Agreement-PSI (2020 Soil Boring)2-14-20-189-001-15 (PDF)
- Exhibit A-PSI Contractor Agreement (PDF)
- Exhibit B-PSI Contractor Agreement (PDF)
- 2020 0210 CI_BOPW_Materials_Testing (PDF)
- 2020 0131 CI_CALC_Materials_Testing_Comparison (PDF)
- 2020 0131 CE_Materials_Testing_PSI_Proposal (PDF)

RESOLUTION #20-21

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND PROFESSIONAL SERVICE INDUSTRIES, INC.
(2020 Soil Boring)

WHEREAS, the City is in need of soil boring services for its 2020 construction projects; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Professional Service Industries, Inc. (2020 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 19th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-21 (9237 : Resolution #20-21 Authorizing Contractor Agreement with PSI (Soil Boring).)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND PROFESSIONAL SERVICE INDUSTRIES, INC.
(2020 Soil Boring)**

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Professional Service Industries, Inc., a foreign corporation authorized to conduct business in Wisconsin ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform soil boring services for its 2020 construction projects as described in the City's Request for Proposals for Geotechnical Services, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

II. COMPENSATION

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

III. INSURANCE

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

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

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

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

(B) Limits of Liability:

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

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

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

Contractor Agreement (2020 Soil Boring)
Professional Service Industries, Inc.
Page 2 of 6

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

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

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

Contractor Agreement (2020 Soil Boring)
Professional Service Industries, Inc.
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:

Professional Service Industries, Inc.
Attention: Patrick Bray, Branch Manager
3009 Vandenbroek Road
Kaukauna, WI 54130

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

Contractor Agreement (2020 Soil Boring)
Professional Service Industries, Inc.
Page 5 of 6

PROFESSIONAL SERVICE INDUSTRIES, INC.

By:

Patrick Bray, Branch Manager_____
Printed Name: __________
Title: _____**Approved as to Form:**_____
Judith Schmidt-Lehman, City Attorney

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CITY OF DE PERE

By:

Michael J. Walsh, Mayor_____
Carey E. Danen, City Clerk

Request for Proposals For Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2020 construction materials consulting.

Your proposal must be submitted to our office by Friday, January 31, 2020 at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2020 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials & 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.

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

DELIVERY:

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

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

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

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

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

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

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

Mr. Chase K. Kuffel, 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 – 2020 Construction
De Pere, Wisconsin

Dear Mr. Kuffel,

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 2020 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlays, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb and gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

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

Earthwork

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



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

Concrete Observations and Testing

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

Fees

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

Closing

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

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



Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy

Patrick Bray
Branch Manager

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

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS _____ DAY OF _____ , 2020
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

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

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

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandebroek Road

Company Address: Kaukauna, WI 54130

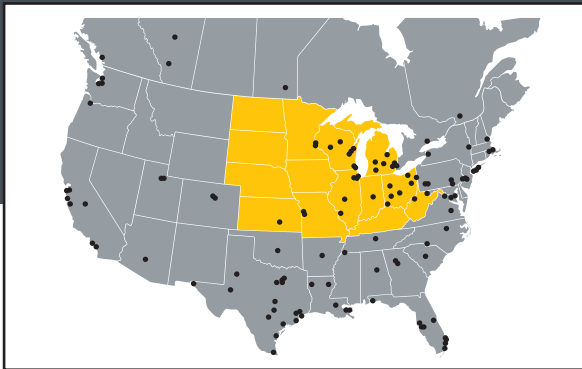
Company Representative: Patrick Bray

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$65.00	Per hour
Project Engineer	\$75.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$42.00	Per hour
Technician	\$37.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.50	Per mile
Laboratory Testing Services		
Standard Proctor	\$125.00	Per each
Modified Proctor	\$150.00	Per each
Concrete Compression Test (Cylinder by Company)	\$14.00	Per each
Concrete Compression Test (Cylinder by City)	\$14.00	Per each
Handling of Backup Cylinders	\$14.00	Per each
Aggregate Sieve Analysis	\$50.00	Per each
Atterberg Limits	\$75.00	Per each
Permeability, Granular Soils	\$275.00	Per each
Permeability, Cohesive Soils	\$325.00	Per each
Field Technician Services		
Sample Pickup	\$37.00	Per each
Support Vehicle	\$0.50	Per mile
Nuclear Density Gauge	\$20.00	Per ½ day
Nuclear Density Gauge	\$40.00	Per day
Soil Boring		
Mobilization	\$500.00	Per each
Soil Boring	\$13.95	Per vertical foot
Report	\$1,000.00	Per each

BUILDING & CONSTRUCTION CENTRAL REGION

ASSURANCE, TESTING, INSPECTION, AND CERTIFICATION
FOR THE BUILT ENVIRONMENT



Market Access. Risk Mitigation. Total Assurance.

Leverage the building, engineering, and construction market leader for all of your building product and construction and infrastructure projects. As the only firm with the ability to offer a full-suite of product-related testing and certification capabilities, and project-related assurance, testing, inspection, and consulting services, we bring customers a level of capabilities unparalleled in the industry. Intertek is your one solution for faster and more cost effective access to domestic and international markets.

Services Throughout the Entire Project Lifecycle

Every project is unique, from its location to the regulatory code it must follow to the methods of construction it undergoes. With services that span the entirety of the construction lifecycle, Intertek is your partner from ground breaking to the demolition ball.



Global company. Local presence with over 100 offices and labs in North America.



+1 800 967 5352



icenter@intertek.com



intertek.com/building

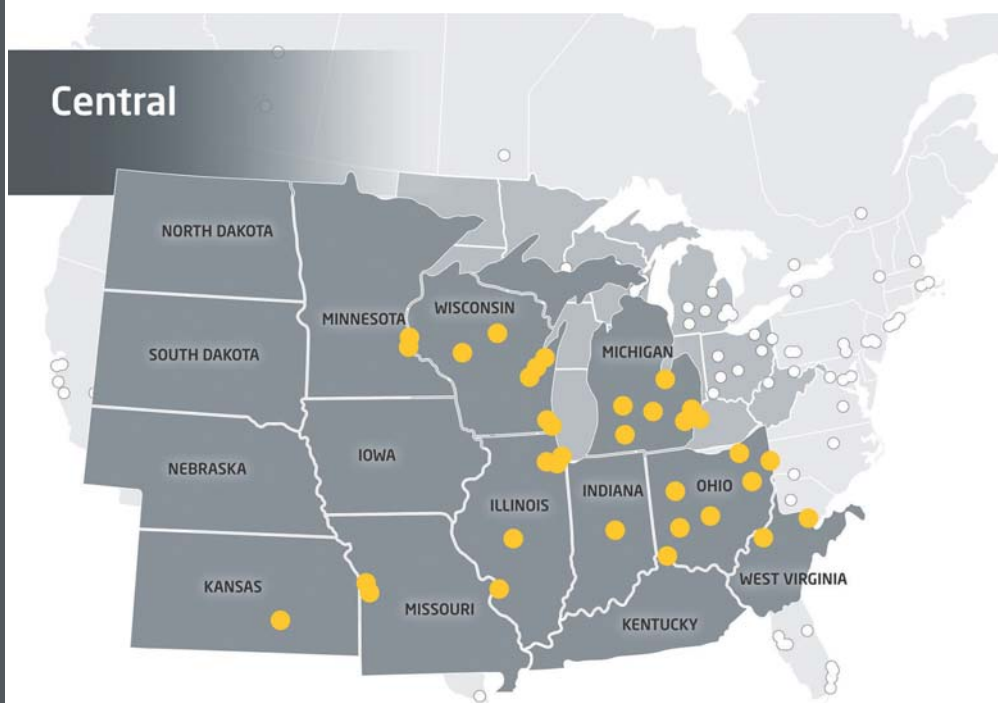


Pat Bray
Branch Manager
920-735-1200
patrick.bray@intertek.com

Brian Olesen, PE
Business Development Manager
920-202-6653
brian.olesen@intertek.com

Intertek-PSI
3009 Vandebroek Road
Kaukauna, WI 54130
+1 920-735-1200

Central



Our services include:

Building Science Solutions - Assessing and identifying building system deficiencies and potential problems to assure minimized project risk.

Construction Materials Testing & Engineering - From on-site to in-lab testing of construction materials (concrete, soil, asphalt, etc.), we can ensure compliance and material quality.

Environmental Services - Assessing and providing solutions to a variety of regulatory (local or national) environmental needs.

Field Testing & Mock Up - Testing products and systems in the field or at our labs to ensure their performance before completing the construction project.

Geotechnical Engineering - Testing, sampling, analyzing, and consulting of a variety of subsurface materials to understand their interaction with the structure.

Industrial Hygiene - Surveying, assessing, and monitoring the indoor environment to mitigate associated human health issues.

Non-Destructive Testing - Leverage our expertise to evaluate a material without destroying its usefulness.

Specialty Testing & Engineering - Regardless of your material, testing, or need, we offer a range of specialty testing and engineering solutions.

Built on legacy

Intertek's Building & Construction division stands on the shoulders of giants. Our history of innovation, growth, and expanded services comes from a legacy of leading industry organizations whose spirit and culture continue to drive our desire to serve our clients ever better.



Intertek



Intertek

CITY OF DE PERE MEMO



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

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

Date: February 10, 2020

RE: **Consideration and possible action on Quotes for 2020 Materials Testing and Soil Borings***

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2020 construction projects. The total cost of this work was estimated using previous quantities as follows:

Materials Testing	Estimate
BATC	\$21,061.90
PSI	\$24,055.90
ECS	\$29,535.65

Soil Boring	Estimate
PSI	\$5,899.40
ECS	\$7,424.00

The staff recommendation is to accept the quote from Bay Area Testing and Consulting, LLC (BATC) for the materials testing estimated at \$21,061.90 and the quote from Professional Service Industries, Inc. (PSI) for the soil boring estimated at \$5,899.40. Funds for this work are budgeted in the various capital projects accounts.

Attachments:

2020 0131 CI_CALC_Materials_Testing_Comparison (PDF)
 2020 0131 CE_Materials_Testing_BATC_Proposal (PDF)
 2020 0131 CE_Materials_Testing_PSI_Proposal (PDF)
 2020 0131 CE_Materials_Testing_ECS_Proposal (PDF)

2020 Materials Testing and Soil Boring RFP Comparison

Item	Unit	2019 Quantity	BATC		PSI		ECS	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Engineering Services								
Project Manager	Per hour	0.00	\$60.00	\$0.00	\$65.00	\$0.00	\$65.00	\$0.00
Project Engineer	Per hour	0.00	\$80.00	\$0.00	\$75.00	\$0.00	\$120.00	\$0.00
Staff Engineer	Per hour	48.45	\$60.00	\$2,907.00	\$75.00	\$3,633.75	\$95.00	\$4,602.75
Field Technician								
Senior Technician	Per hour	54.60	\$44.00	\$2,402.40	\$42.00	\$2,293.20	\$50.00	\$2,730.00
Technician	Per hour	241.35	\$35.00	\$8,447.25	\$37.00	\$8,929.95	\$45.00	\$10,860.75
Clerical	Per hour	25.30	\$30.00	\$759.00	\$25.00	\$632.50	\$35.00	\$885.50
Mileage	Per mile	5241.00	\$0.25	\$1,310.25	\$0.50	\$2,620.50	\$0.65	\$3,406.65
Laboratory Testing Services								
Standard Proctor	Per each	1.00	\$105.00	\$105.00	\$125.00	\$125.00	\$132.00	\$132.00
Modified Proctor	Per each	4.00	\$115.00	\$460.00	\$150.00	\$600.00	\$150.00	\$600.00
Concrete Compression Test (Cylinder by Company)	Per each	188.00	\$12.00	\$2,256.00	\$14.00	\$2,632.00	\$13.00	\$2,444.00
Concrete Compression Test (Cylinder by City)	Per each	0.00	\$12.00	\$0.00	\$14.00	\$0.00	\$20.50	\$0.00
Handling of Backup Cylinders	Per each	61.00	\$5.00	\$305.00	\$14.00	\$854.00	\$10.00	\$610.00
Aggregate Sieve Analysis	Per each	4.00	\$60.00	\$240.00	\$50.00	\$200.00	\$70.00	\$280.00
Atterberg Limits	Per each	1.00	\$45.00	\$45.00	\$75.00	\$75.00	\$64.00	\$64.00
Permeability, Granular Soils	Per each	0.00	\$225.00	\$0.00	\$275.00	\$0.00	\$320.00	\$0.00
Permeability, Cohesive Soils	Per each	0.00	\$275.00	\$0.00	\$325.00	\$0.00	\$320.00	\$0.00
Field Technician Services								
Sample Pickup	Per each	0.00	\$50.00	\$0.00	\$37.00	\$0.00	\$60.00	\$0.00
Support Vehicle	Per mile	0.00	\$0.25	\$0.00	\$0.50	\$0.00	\$0.65	\$0.00
Nuclear Density Gauge	Per ½ day	73.00	\$25.00	\$1,825.00	\$20.00	\$1,460.00	\$40.00	\$2,920.00
Nuclear Density Gauge	Per day	0.00	\$40.00	\$0.00	\$40.00	\$0.00	\$40.00	\$0.00
MATERIAL TESTING TOTAL COST				\$21,061.90		\$24,055.90		\$29,535.65
Soil Boring		2018 QTY						
Mobilization	Per each	5.00			\$500.00	\$2,500.00	\$600.00	\$3,000.00
Soil Boring	VF	172.00			\$13.95	\$2,399.40	\$17.00	\$2,924.00
Report	Per each	1.00			\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
						\$5,899.40	\$7,424.00	

Attachment: 2020 0131 CI_CALC_Materials_Testing_Comparison (9237 : Resolution #20-21 Authorizing

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

Mr. Chase K. Kuffel, 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 – 2020 Construction
De Pere, Wisconsin

Dear Mr. Kuffel,

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 2020 capital improvement program will include projects such as: new street construction, street reconstruction, street milling and overlays, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb and gutter, sidewalk, driveway, street), concrete street construction/reconstruction, and new pond construction in the City of De Pere, Wisconsin. No additional design information was available at the time of proposal preparation.

Scope of Work

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

Earthwork

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



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

Concrete Observations and Testing

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

Fees

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

Closing

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

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



Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy

Patrick Bray
Branch Manager

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

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS _____ DAY OF _____ , 2020
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

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

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

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc.

Company Address: 3009 Vandebroek Road

Company Address: Kaukauna, WI 54130

Company Representative: Patrick Bray

Signature: 

Item	Fee	Unit
Engineering Services		
Project Manager	\$65.00	Per hour
Project Engineer	\$75.00	Per hour
Staff Engineer	\$75.00	Per hour
Field Technician		
Senior Technician	\$42.00	Per hour
Technician	\$37.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$0.50	Per mile
Laboratory Testing Services		
Standard Proctor	\$125.00	Per each
Modified Proctor	\$150.00	Per each
Concrete Compression Test (Cylinder by Company)	\$14.00	Per each
Concrete Compression Test (Cylinder by City)	\$14.00	Per each
Handling of Backup Cylinders	\$14.00	Per each
Aggregate Sieve Analysis	\$50.00	Per each
Atterberg Limits	\$75.00	Per each
Permeability, Granular Soils	\$275.00	Per each
Permeability, Cohesive Soils	\$325.00	Per each
Field Technician Services		
Sample Pickup	\$37.00	Per each
Support Vehicle	\$0.50	Per mile
Nuclear Density Gauge	\$20.00	Per ½ day
Nuclear Density Gauge	\$40.00	Per day
Soil Boring		
Mobilization	\$500.00	Per each
Soil Boring	\$13.95	Per vertical foot
Report	\$1,000.00	Per each



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.

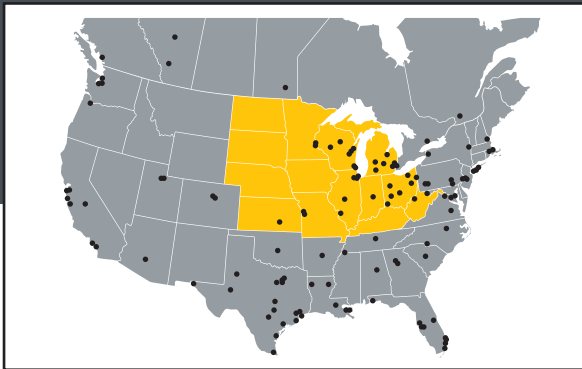
18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

B-900-11(14)

9/17

BUILDING & CONSTRUCTION CENTRAL REGION

ASSURANCE, TESTING, INSPECTION, AND CERTIFICATION
FOR THE BUILT ENVIRONMENT



Market Access. Risk Mitigation. Total Assurance.

Leverage the building, engineering, and construction market leader for all of your building product and construction and infrastructure projects. As the only firm with the ability to offer a full-suite of product-related testing and certification capabilities, and project-related assurance, testing, inspection, and consulting services, we bring customers a level of capabilities unparalleled in the industry. Intertek is your one solution for faster and more cost effective access to domestic and international markets.

Services Throughout the Entire Project Lifecycle

Every project is unique, from its location to the regulatory code it must follow to the methods of construction it undergoes. With services that span the entirety of the construction lifecycle, Intertek is your partner from ground breaking to the demolition ball.



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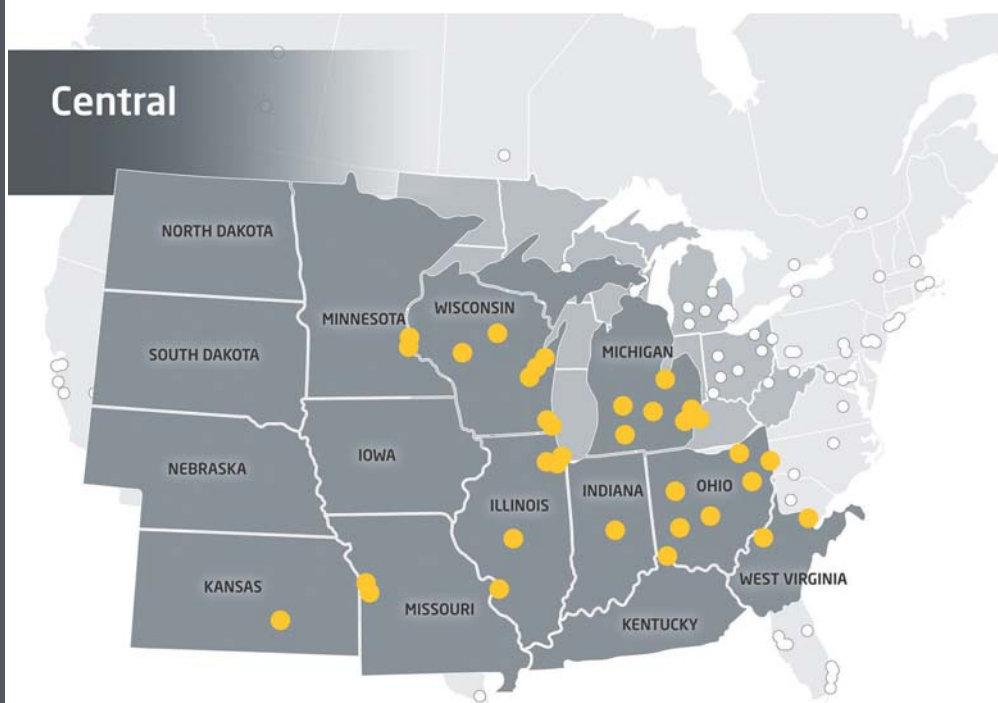


Pat Bray
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Kaukauna, WI 54130
+1 920-735-1200

Central



Our services include:

Building Science Solutions - Assessing and identifying building system deficiencies and potential problems to assure minimized project risk.

Construction Materials Testing & Engineering - From on-site to in-lab testing of construction materials (concrete, soil, asphalt, etc.), we can ensure compliance and material quality.

Environmental Services - Assessing and providing solutions to a variety of regulatory (local or national) environmental needs.

Field Testing & Mock Up - Testing products and systems in the field or at our labs to ensure their performance before completing the construction project.

Geotechnical Engineering - Testing, sampling, analyzing, and consulting of a variety of subsurface materials to understand their interaction with the structure.

Industrial Hygiene - Surveying, assessing, and monitoring the indoor environment to mitigate associated human health issues.

Non-Destructive Testing - Leverage our expertise to evaluate a material without destroying its usefulness.

Specialty Testing & Engineering - Regardless of your material, testing, or need, we offer a range of specialty testing and engineering solutions.

Built on legacy

Intertek's Building & Construction division stands on the shoulders of giants. Our history of innovation, growth, and expanded services comes from a legacy of leading industry organizations whose spirit and culture continue to drive our desire to serve our clients ever better.



Intertek



Intertek



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Operator License Applications.

ATTACHMENTS:

- Operator License List 2.19.20 (PDF)

CITY OF DE PERE
License Committee - February 19, 2020

New Operator License Applications	
1	BAETEN, SCOTT
2	GRUETZMACHER, BRYNNA
3	VOSKAMP, KARISSA
4	WACHHOLZ, KARL
5	WRIGHT, WILLIAM

Temporary Operator License Applications	
1	DAVIS, LEE
2	GIBSON, GARRON



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 2-19-2020 VOUCHERS (PDF)

2/11/2020 4:13 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06268 FEB 2020 COUNCIL - 2 2-19-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7944	A2CL SERVICES LLC							
	I-324L809935	A2CL SERVICES LLC	R	2/19/2020		26.80CR	091292	
	I-325L15310	A2CL SERVICES LLC	R	2/19/2020		26.80CR	091292	
	I-325L707920	A2CL SERVICES LLC	R	2/19/2020		26.80CR	091292	
	I-325L708103	A2CL SERVICES LLC	R	2/19/2020		26.80CR	091292	107.20
4632	ACCURATE APPRAISAL LLC							
	I-2965	ACCURATE APPRAISAL LLC	R	2/19/2020		23,880.00CR	091293	23,880.00
2412	ACCURATE SUSPENSION WAREHOUSE							
	C-1917608	ACCURATE SUSPENSION WAREHOUSE	R	2/19/2020		767.88	091294	
	I-1916375	ACCURATE SUSPENSION WAREHOUSE	R	2/19/2020		767.88CR	091294	
	I-2000017	ACCURATE SUSPENSION WAREHOUSE	R	2/19/2020		767.88CR	091294	767.88
0302	AIRGAS USA LLC							
	I-9097502752	AIRGAS USA LLC	R	2/19/2020		21.23CR	091295	21.23
8036	ALLIED GEAR & MACHINE INC							
	I-46677	ALLIED GEAR & MACHINE INC	R	2/19/2020		75.00CR	091296	75.00
0007	AMBROSIUS SALES & SERVICE							
	I-21603	AMBROSIUS SALES & SERVICE	R	2/19/2020		84.90CR	091297	
	I-21891	AMBROSIUS SALES & SERVICE	R	2/19/2020		176.91CR	091297	261.81
7507	DEBORAH ARMBRUSTER							
	I-202002100206	DEBORAH ARMBRUSTER	R	2/19/2020		120.18CR	091298	
	I-202002100207	DEBORAH ARMBRUSTER	R	2/19/2020		170.49CR	091298	290.67
6803	AUTOMATIC MOTORS INC.							
	I-59183	AUTOMATIC MOTORS INC.	R	2/19/2020		2,872.00CR	091299	2,872.00
0442	BADGER LABORATORIES INC							
	I-20-50000252	BADGER LABORATORIES INC	R	2/19/2020		20.00CR	091300	20.00
0020	BADGERLAND PRINTING INC							
	I-34589	BADGERLAND PRINTING INC	R	2/19/2020		97.00CR	091301	
	I-34612	BADGERLAND PRINTING INC	R	2/19/2020		75.00CR	091301	172.00
0023	BATTERIES PLUS LLC							
	I-P23316054	BATTERIES PLUS LLC	R	2/19/2020		104.55CR	091302	
	I-P23571867	BATTERIES PLUS LLC	R	2/19/2020		13.00CR	091302	117.55

Attachment: 2-19-2020 VOUCHERS (9262 : Voucher approval.)

2/11/2020 4:13 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 06268 FEB 2020 COUNCIL - 2 2-19-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0027	BAY TOWEL INC							
	I-3003962	BAY TOWEL INC	R	2/19/2020		112.04CR	091303	
	I-3008438	BAY TOWEL INC	R	2/19/2020		112.04CR	091303	
	I-3011108	BAY TOWEL INC	R	2/19/2020		176.85CR	091303	
	I-3012927	BAY TOWEL INC	R	2/19/2020		112.04CR	091303	
	I-3017416	BAY TOWEL INC	R	2/19/2020		112.04CR	091303	
	I-3020072	BAY TOWEL INC	R	2/19/2020		176.85CR	091303	
	I-3020084	BAY TOWEL INC	R	2/19/2020		91.05CR	091303	892.91
0028	BAY VERTE MACHINERY INC							
	I-387350-00	BAY VERTE MACHINERY INC	R	2/19/2020		229.99CR	091304	229.99
6849	ERIN BONGERS							
	I-202002100208	ERIN BONGERS	R	2/19/2020		86.25CR	091305	86.25
6751	BRIDGEPORT MFG. INC.							
	I-36974-00	BRIDGEPORT MFG. INC.	R	2/19/2020		202.87CR	091306	202.87
0038	BROADWAY AUTOMOTIVE INC							
	I-483060P	BROADWAY AUTOMOTIVE INC	R	2/19/2020		48.64CR	091307	
	I-483063P	BROADWAY AUTOMOTIVE INC	R	2/19/2020		1.75CR	091307	
	I-639466	BROADWAY AUTOMOTIVE INC	R	2/19/2020		1,977.95CR	091307	
	I-976413P	BROADWAY AUTOMOTIVE INC	R	2/19/2020		171.00CR	091307	2,199.34
0039	BROOKS TRACTOR INC							
	I-D78580	BROOKS TRACTOR INC	R	2/19/2020		181.12CR	091308	
	I-D78666	BROOKS TRACTOR INC	R	2/19/2020		182.83CR	091308	
	I-D78886	BROOKS TRACTOR INC	R	2/19/2020		101.08CR	091308	
	I-D79123	BROOKS TRACTOR INC	R	2/19/2020		1,412.19CR	091308	1,877.22
2944	BROWN COUNTY JAIL							
	I-202002110209	BROWN COUNTY JAIL	R	2/19/2020		560.00CR	091309	
	I-202002110238	BROWN COUNTY JAIL	R	2/19/2020		440.00CR	091309	1,000.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-42746	BROWN COUNTY PORT SOLID WASTE	R	2/19/2020		23,276.62CR	091310	23,276.62
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-202002110210	BROWN COUNTY REGISTER OF DEEDS	R	2/19/2020		31.50CR	091311	
	I-202002110239	BROWN COUNTY REGISTER OF DEEDS	R	2/19/2020		90.00CR	091311	
	I-202002110240	BROWN COUNTY REGISTER OF DEEDS	R	2/19/2020		215.00CR	091311	336.50

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2984	BROWN COUNTY TREASURER							
	I-2020-00000023	BROWN COUNTY TREASURER	R	2/19/2020		3,421.44CR	091312	3,421.44
8037	C2R GLOBAL MANUFACTURING							
	I-29617	C2R GLOBAL MANUFACTURING	R	2/19/2020		194.47CR	091313	194.47
0536	CDW GOVERNMENT INC							
	I-WMG8632	CDW GOVERNMENT INC	R	2/19/2020		3,075.74CR	091314	
	I-WMQ7138	CDW GOVERNMENT INC	R	2/19/2020		175.80CR	091314	
	I-WMV6271	CDW GOVERNMENT INC	R	2/19/2020		544.66CR	091314	
	I-WQC6613	CDW GOVERNMENT INC	R	2/19/2020		1,155.00CR	091314	
	I-WRS4191	CDW GOVERNMENT INC	R	2/19/2020		62.01CR	091314	
	I-WSD0512	CDW GOVERNMENT INC	R	2/19/2020		152.61CR	091314	
	I-WSD3556	CDW GOVERNMENT INC	R	2/19/2020		4,453.55CR	091314	
	I-WSD5158	CDW GOVERNMENT INC	R	2/19/2020		4,091.85CR	091314	13,711.22
2708	CLEANING SOLUTION SERVICES INC							
	I-20267	CLEANING SOLUTION SERVICES INC	R	2/19/2020		1,657.49CR	091315	
	I-20270	CLEANING SOLUTION SERVICES INC	R	2/19/2020		1,349.21CR	091315	3,006.70
7639	CORE & MAIN LP							
	I-L832453	CORE & MAIN LP	R	2/19/2020		236.00CR	091316	236.00
8038	COVER AUTO AND TRUCK SUPPLY							
	I-202002110211	COVER AUTO AND TRUCK SUPPLY	R	2/19/2020		129.25CR	091317	129.25
8039	CRITICAL RESPONSE GROUP							
	I-820	CRITICAL RESPONSE GROUP	R	2/19/2020		6,266.00CR	091318	6,266.00
2926	CROSBY HEAVY DUTY WRECKER SERV INC							
	I-653	CROSBY HEAVY DUTY WRECKER SERV	R	2/19/2020		133.00CR	091319	133.00
7546	JASON CUMMINGS							
	I-202002110212	JASON CUMMINGS	R	2/19/2020		116.03CR	091320	116.03
8027	CURB N DECOR LLC							
	I-20-857	CURB N DECOR LLC	R	2/19/2020		345.00CR	091321	345.00
7288	JESSICA DART							
	I-202002110213	JESSICA DART	R	2/19/2020		125.00CR	091322	125.00
6526	DE PERE BASEBALL							
	I-202002110214	DE PERE BASEBALL	R	2/19/2020		35.00CR	091323	35.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0998	DE PERE RAPIDES YOUTH	SOCCOR CLUB						
	I-202002110215	DE PERE RAPIDES YOUTH SOCCOR C	R	2/19/2020		75.00CR	091324	
	I-202002110216	DE PERE RAPIDES YOUTH SOCCOR C	R	2/19/2020		80.00CR	091324	155.00
0075	DIGGERS HOTLINE INC							
	I-200 2 36402 PP1	DIGGERS HOTLINE INC	R	2/19/2020		166.40CR	091325	166.40
5634	EGOV STRATEGIES LLC							
	I-8-3041	EGOV STRATEGIES LLC	R	2/19/2020		2,056.00CR	091326	2,056.00
0086	ERC INC							
	I-ERC-0120-2248	ERC INC	R	2/19/2020		429.00CR	091327	429.00
7422	EXCEL UNDERGROUND LLC							
	I-7634	EXCEL UNDERGROUND LLC	R	2/19/2020		2,096.70CR	091328	2,096.70
0097	FIVE ALARM INC							
	I-192634-1	FIVE ALARM INC	R	2/19/2020		1,629.66CR	091329	1,629.66
8040	FORWARD MOVE							
	I-10007	FORWARD MOVE	R	2/19/2020		600.00CR	091330	600.00
0835	FOSTER COACH SALES INC							
	I-19012	FOSTER COACH SALES INC	R	2/19/2020		2,250.00CR	091331	2,250.00
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-AR30574	FOX VALLEY TECHNICAL COLLEGE	R	2/19/2020		1,080.00CR	091332	1,080.00
7767	FREEDOM OVERHEAD DOORS							
	I-37567	FREEDOM OVERHEAD DOORS	R	2/19/2020		8,320.00CR	091333	8,320.00
0111	GAT SUPPLY INC							
	I-357902-1	GAT SUPPLY INC	R	2/19/2020		7.40CR	091334	7.40
0666	GRAY'S INC							
	I-36055	GRAY'S INC	R	2/19/2020		186.00CR	091335	186.00
7687	JAMES GREVE							
	I-202002110217	JAMES GREVE	R	2/19/2020		125.00CR	091336	125.00
6608	TRISTA GROTH							
	I-202002110218	TRISTA GROTH	R	2/19/2020		114.52CR	091337	114.52

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6896	JOHN HALLAM							
	I-202002110219	JOHN HALLAM	R	2/19/2020		116.04CR	091338	116.04
4902	HALRON LUBRICANTS INC							
	C-1128086-00	HALRON LUBRICANTS INC	R	2/19/2020		60.00	091339	
	I-1127484-00	HALRON LUBRICANTS INC	R	2/19/2020		1,145.20CR	091339	
	I-1128491-00	HALRON LUBRICANTS INC	R	2/19/2020		93.24CR	091339	1,178.44
7874	JERRY HASENBERG							
	I-202002110220	JERRY HASENBERG	R	2/19/2020		125.00CR	091340	125.00
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-W31212	HURCKMAN MECHANICAL INDUSTRIES	R	2/19/2020		490.00CR	091341	
	I-W31217	HURCKMAN MECHANICAL INDUSTRIES	R	2/19/2020		625.00CR	091341	
	I-W31218	HURCKMAN MECHANICAL INDUSTRIES	R	2/19/2020		669.00CR	091341	1,784.00
1399	INDOFF INC							
	I-3331233	INDOFF INC	R	2/19/2020		308.96CR	091342	
	I-3333624	INDOFF INC	R	2/19/2020		40.34CR	091342	
	I-3337649	INDOFF INC	R	2/19/2020		12.95CR	091342	362.25
7096	JAMES M FICO PHD							
	I-202002110221	JAMES M FICO PHD	R	2/19/2020		350.00CR	091343	350.00
7612	JFTCO INC							
	I-SIGP0000951	JFTCO INC	R	2/19/2020		263.16CR	091344	263.16
1276	JX ENTERPRISES INC							
	I-14112521P	JX ENTERPRISES INC	R	2/19/2020		35.86CR	091345	
	I-14112523P	JX ENTERPRISES INC	R	2/19/2020		29.63CR	091345	65.49
7449	K-9 SERVICES							
	I-A01292020	K-9 SERVICES	R	2/19/2020		300.00CR	091346	300.00
6985	KEIL ENTERPRISES/OPERATION RUSH							
	I-202002110222	KEIL ENTERPRISES/OPERATION RUS	R	2/19/2020		249.00CR	091347	249.00
8042	KEYSTONE PSYCHOLOGY LLC							
	I-3201	KEYSTONE PSYCHOLOGY LLC	R	2/19/2020		1,500.00CR	091348	1,500.00
4584	KRUCZEK CONST INC							
	I-18-14 (9) FINAL	KRUCZEK CONST INC	R	2/19/2020		137,209.29CR	091349	137,209.29

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3140	KUNDINGER FLUID POWER INC							
	I-50577811	KUNDINGER FLUID POWER INC	R	2/19/2020		1,107.86CR	091350	
	I-50577812	KUNDINGER FLUID POWER INC	R	2/19/2020		140.58CR	091350	1,248.44
0153	LAFORCE INC							
	I-1124474	LAFORCE INC	R	2/19/2020		38.53CR	091351	38.53
7694	JENNA LAROCHE							
	I-202002110223	JENNA LAROCHE	R	2/19/2020		129.93CR	091352	129.93
7444	SARA LORNSON							
	I-202002110224	SARA LORNSON	R	2/19/2020		98.90CR	091353	98.90
7446	MACQUEEN EQUIPMENT GROUP							
	I-P13763	MACQUEEN EQUIPMENT GROUP	R	2/19/2020		341.49CR	091354	
	I-P13767	MACQUEEN EQUIPMENT GROUP	R	2/19/2020		241.38CR	091354	
	I-P13806	MACQUEEN EQUIPMENT GROUP	R	2/19/2020		63.83CR	091354	646.70
7730	MCKESSON MEDICAL SURGICAL							
	I-74019094	MCKESSON MEDICAL SURGICAL	R	2/19/2020		39.03CR	091355	39.03
0173	MENARDS INC							
	C-60805	MENARDS INC	R	2/19/2020		5.99	091356	
	C-60909	MENARDS INC	R	2/19/2020		8.94	091356	
	I-60496	MENARDS INC	R	2/19/2020		17.97CR	091356	
	I-60631	MENARDS INC	R	2/19/2020		27.09CR	091356	
	I-60640	MENARDS INC	R	2/19/2020		38.33CR	091356	
	I-60680	MENARDS INC	R	2/19/2020		26.81CR	091356	
	I-60803	MENARDS INC	R	2/19/2020		58.96CR	091356	
	I-60806	MENARDS INC	R	2/19/2020		4.99CR	091356	
	I-60854	MENARDS INC	R	2/19/2020		9.99CR	091356	
	I-60856	MENARDS INC	R	2/19/2020		15.36CR	091356	
	I-60900	MENARDS INC	R	2/19/2020		46.10CR	091356	
	I-60906	MENARDS INC	R	2/19/2020		15.62CR	091356	
	I-60916	MENARDS INC	R	2/19/2020		54.99CR	091356	
	I-60944	MENARDS INC	R	2/19/2020		34.78CR	091356	
	I-60946	MENARDS INC	R	2/19/2020		13.98CR	091356	
	I-60996	MENARDS INC	R	2/19/2020		51.90CR	091356	
	I-61000	MENARDS INC	R	2/19/2020		107.63CR	091356	
	I-61016	MENARDS INC	R	2/19/2020		219.89CR	091356	
	I-61098	MENARDS INC	R	2/19/2020		25.02CR	091356	
	I-61099	MENARDS INC	R	2/19/2020		2.10CR	091356	
	I-61239	MENARDS INC	R	2/19/2020		17.80CR	091356	774.38

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	2/19/2020			091357	**VOID**
0180	MONROE TRUCK EQUIPMENT INC I-820394	MONROE TRUCK EQUIPMENT INC	R	2/19/2020		405.14CR	091358	405.14
7785	DEAN MOUREAU I-202002110225	DEAN MOUREAU	R	2/19/2020		125.00CR	091359	125.00
3191	NCI I-AT12842	NCI	R	2/19/2020		74.85CR	091360	74.85
7129	NELSON TACTICAL I-1473 I-1474	NELSON TACTICAL NELSON TACTICAL	R R	2/19/2020 2/19/2020		9,827.73CR 2,455.62CR	091361 091361	 12,283.35
0531	NORTHEAST AUTO PARTS INC I-345177 I-345304 I-345317 I-345392 I-345396 I-345468	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R R R R R R	2/19/2020 2/19/2020 2/19/2020 2/19/2020 2/19/2020 2/19/2020		38.29CR 65.82CR 20.14CR 39.87CR 34.99CR 53.97CR	091362 091362 091362 091362 091362 091362	 253.08
0187	NSIGHT TELS SERVICES I-202002110226	NSIGHT TELS SERVICES	R	2/19/2020		64.40CR	091363	64.40
0499	PACK AND SHIP LLC I-222186	PACK AND SHIP LLC	R	2/19/2020		15.12CR	091364	15.12
0197	PACKER CITY INTL TRUCKS INC I-X101119570:01	PACKER CITY INTL TRUCKS INC	R	2/19/2020		103.08CR	091365	103.08
1331	PACKER FASTENER & SUPPLY INC I-488931	PACKER FASTENER & SUPPLY INC	R	2/19/2020		262.49CR	091366	262.49
5476	PERSONNEL EVALUATION INC I-35646	PERSONNEL EVALUATION INC	R	2/19/2020		36.00CR	091367	36.00
6126	PM SUPPLY LLC I-82913	PM SUPPLY LLC	R	2/19/2020		33.04CR	091368	33.04
0208	POMP'S TIRE SERVICE INC I-90056152 I-90056564 I-90058354 I-90058683 I-90058748 I-90058969 I-90059040 I-90059130 I-90059300 I-90059415	POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC	R R R R R R R R R R	2/19/2020 2/19/2020 2/19/2020 2/19/2020 2/19/2020 2/19/2020 2/19/2020 2/19/2020 2/19/2020 2/19/2020		729.72CR 666.34CR 31.00CR 746.00CR 163.00CR 829.30CR 31.00CR 498.08CR 394.95CR 552.04CR	091369 091369 091369 091369 091369 091369 091369 091369 091369 091369	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-90059762	POMP'S TIRE SERVICE INC	R	2/19/2020		84.95CR	091369	
	I-90060732	POMP'S TIRE SERVICE INC	R	2/19/2020		275.02CR	091369	
	I-90061034	POMP'S TIRE SERVICE INC	R	2/19/2020		961.52CR	091369	
	I-90062374	POMP'S TIRE SERVICE INC	R	2/19/2020		654.64CR	091369	
	I-90062405	POMP'S TIRE SERVICE INC	R	2/19/2020		84.95CR	091369	
	I-90062698	POMP'S TIRE SERVICE INC	R	2/19/2020		656.00CR	091369	7,358.51
VOID	VOID CHECK		V	2/19/2020			091370	**VOID**
1246	PREVEA HEALTH							
	I-125957	PREVEA HEALTH	R	2/19/2020		1,040.15CR	091371	1,040.15
7846	PULSE TECHNOLOGY PARTNERS							
	I-2929	PULSE TECHNOLOGY PARTNERS	R	2/19/2020		160.37CR	091372	160.37
6278	ERIC RAKERS							
	I-202002110227	ERIC RAKERS	R	2/19/2020		69.93CR	091373	69.93
3450	RASMUSSEN ELECTRIC LLC							
	I-31691	RASMUSSEN ELECTRIC LLC	R	2/19/2020		105.54CR	091374	105.54
6948	RAY'S TIRE							
	I-1010781	RAY'S TIRE	R	2/19/2020		432.16CR	091375	432.16
0227	REINDERS INC							
	I-1815159-01	REINDERS INC	R	2/19/2020		81.78CR	091376	
	I-1815283-00	REINDERS INC	R	2/19/2020		89.94CR	091376	
	I-1815308-00	REINDERS INC	R	2/19/2020		83.95CR	091376	
	I-1815822-00	REINDERS INC	R	2/19/2020		804.06CR	091376	1,059.73
2604	RIESTERER & SCHNELL INC							
	I-1698556	RIESTERER & SCHNELL INC	R	2/19/2020		172.24CR	091377	172.24
0158	ROBERT E LEE & ASSOCIATES INC							
	I-76956	ROBERT E LEE & ASSOCIATES INC	R	2/19/2020		1,126.00CR	091378	1,126.00
1890	S I METALS AND SUPPLY							
	I-232111	S I METALS AND SUPPLY	R	2/19/2020		450.00CR	091379	450.00
0959	BERNARD SKOVIK							
	I-202002110228	BERNARD SKOVIK	R	2/19/2020		125.00CR	091380	125.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0555	SPECTRUM							
	I-202002110229	SPECTRUM	R	2/19/2020		17.77CR	091381	17.77
4094	STATE BAR OF WISCONSIN							
	I-5072056	STATE BAR OF WISCONSIN	R	2/19/2020		72.35CR	091382	
	I-5072727	STATE BAR OF WISCONSIN	R	2/19/2020		214.94CR	091382	287.29
0262	TEMPERATURE SYSTEMS INC							
	I-2935524-00	TEMPERATURE SYSTEMS INC	R	2/19/2020		140.00CR	091383	140.00
7830	TUNDRA APPAREL AND PROMOTIONS							
	I-1707	TUNDRA APPAREL AND PROMOTIONS	R	2/19/2020		437.10CR	091384	437.10
0417	TWEET GAROT MECHANICAL INC							
	I-84217	TWEET GAROT MECHANICAL INC	R	2/19/2020		21,821.00CR	091385	21,821.00
0416	TWIRL SEWER SERVICE							
	I-29155	TWIRL SEWER SERVICE	R	2/19/2020		165.00CR	091386	165.00
5663	TYLER TECHNOLOGIES INC							
	I-045-289014	TYLER TECHNOLOGIES INC	R	2/19/2020		5,937.00CR	091387	5,937.00
0272	UNIFORM SHOPPE INC							
	I-296153	UNIFORM SHOPPE INC	R	2/19/2020		95.85CR	091388	95.85
3085	VANDERLOOP'S SHOES INC							
	I-I04-10038555	VANDERLOOP'S SHOES INC	R	2/19/2020		236.00CR	091389	
	I-I04-10038931	VANDERLOOP'S SHOES INC	R	2/19/2020		346.00CR	091389	
	I-O04-10038755	VANDERLOOP'S SHOES INC	R	2/19/2020		125.00CR	091389	707.00
7328	PAT VANRITE							
	I-202002110230	PAT VANRITE	R	2/19/2020		125.00CR	091390	125.00
3707	VIKING ELECTRIC SUPPLY							
	C-S003331364.001	VIKING ELECTRIC SUPPLY	R	2/19/2020		121.37	091391	
	I-S003283429.001	VIKING ELECTRIC SUPPLY	R	2/19/2020		137.14CR	091391	
	I-S003326031.001	VIKING ELECTRIC SUPPLY	R	2/19/2020		249.51CR	091391	
	I-S003330189.001	VIKING ELECTRIC SUPPLY	R	2/19/2020		226.44CR	091391	
	I-S003340033.001	VIKING ELECTRIC SUPPLY	R	2/19/2020		147.84CR	091391	
	I-S003354508.001	VIKING ELECTRIC SUPPLY	R	2/19/2020		38.36CR	091391	677.92
8043	WASTEBUILT ENVIRON SOLUTIONS							
	I-3432030	WASTEBUILT ENVIRON SOLUTIONS	R	2/19/2020		928.93CR	091392	
	I-I20-805746	WASTEBUILT ENVIRON SOLUTIONS	R	2/19/2020		151,285.00CR	091392	152,213.93

Attachment: 2-19-2020 VOUCHERS (9262 : Voucher approval.)

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A / P CHECK REGISTER

PAGE: 10

PACKET: 06268 FEB 2020 COUNCIL - 2 2-19-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4619	WATER TOWER CLEAN & COAT INC I-WT78400	WATER TOWER CLEAN & COAT INC	R	2/19/2020		900.00CR	091393	900.00
7325	JESSE WEGNER I-202002110231	JESSE WEGNER	R	2/19/2020		125.00CR	091394	125.00
2645	WI DEPT OF JUSTICE I-202002110232	WI DEPT OF JUSTICE	R	2/19/2020		140.00CR	091395	140.00
7527	WI DEPT OF JUSTICE I-455TIME-0000008148	WI DEPT OF JUSTICE	R	2/19/2020		744.00CR	091396	744.00
6469	WI DOCUMENT IMAGING I-92844	WI DOCUMENT IMAGING	R	2/19/2020		863.31CR	091397	863.31
8044	WI INST FOR HEALTY AGING I-6113 I-6114	WI INST FOR HEALTY AGING WI INST FOR HEALTY AGING	R R	2/19/2020 2/19/2020		325.00CR 325.00CR	091398 091398	 650.00
7350	WI MEDIA I-202002110234 I-3134995	WI MEDIA WI MEDIA	R R	2/19/2020 2/19/2020		191.17CR 542.66CR	091399 091399	 733.83
1437	WI MUNICIPAL JUDGES ASSOCIATION I-202002110233	WI MUNICIPAL JUDGES ASSOCIATIO	R	2/19/2020		100.00CR	091400	100.00
1466	WI SUPREME COURT I-202002110235	WI SUPREME COURT	R	2/19/2020		700.00CR	091401	700.00
8041	JEFF WICKMAN I-202002110236	JEFF WICKMAN	R	2/19/2020		125.00CR	091402	125.00
7291	ERIC ZYGARLICHE I-202002110237	ERIC ZYGARLICHE	R	2/19/2020		125.00CR	091403	125.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	110	0.00	465,686.59	465,686.59
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	112	0.00	465,686.59	465,686.59

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 2-19-2020 VOUCHERS (9262 : Voucher approval.)

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A / P CHECK REGISTER

PAGE: 11

PACKET: 06268 FEB 2020 COUNCIL - 2 2-19-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	2/2020	146,438.66CR
201	2/2020	6,344.31CR
208	2/2020	593.60CR
292	2/2020	60.00CR
294	2/2020	30.00CR
405	2/2020	139,883.15CR
415	2/2020	152,213.93CR
601	2/2020	9,329.76CR
650	2/2020	10,793.18CR
=====		
ALL		465,686.59CR

Attachment: 2-19-2020 VOUCHERS (9262 : Voucher approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Closed session -Consideration of potential economic development opportunities involving City properties.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 19, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: City Administrator annual performance appraisal.
