



Common Council

Regular Meeting

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

Agenda

Tuesday, February 4, 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 4, 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 January 21, 2020 Common Council meeting.
4. Public comment upon matters not on the agenda and other announcements.
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).
6. Recommendation from the Board of Park Commissioners to accept \$500 Donation from Kiwanis Club of De Pere for Recreation Scholarship Program.
7. Recommendation from the Board of Park Commissioners to Approve Sponsorship of Veterans Luncheon in the Amount of \$1,450 by Ryan Funeral Home.
8. Recommendation from the Board of Park Commissioners to Approve \$4,000 Donation from AmeriLux for Primary Sponsorship for Beer Garden.
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.
10. Recommendation from the License Committee on an application for premises description change submitted by JPG, Inc. (DBA Swan Club).
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).
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.
13. Operator License Applications.
14. Voucher approval.
15. Future agenda items.

16. Consideration of Potential Property Acquisition.

PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for items #16 and #17, 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.

FURTHER, the Council may convene in closed session for item #16 pursuant to Wis. Stats. §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

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 authorized by law.

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

18. 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
Scott Baeten, Ryan Funeral Home
Patrick Gauthier, AmeriLux International
Patrick Skalecki, Graef
Steve Wilmet, Kiwanis
Troy Hewitt, PLS, Robert E. Lee & Associates
Alison Porter, Island Sushi Bar & Grill
Greg DeCleene, Swan Club



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the January 21, 2020 Common Council meeting.

ATTACHMENTS:

- 1-21-20 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, January 21, 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 Alderperson James Boyd.

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

2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the January 7, 2020 Common Council meeting.

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

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

None.

5. Recommendation from the Finance & Personnel Committee to accept donation from De Pere Christian Outreach Corp in the amount of \$300 to the Fire Department.

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

6. Recommendation of Finance/Personnel Committee for Approval of \$3,000 Donation to the Police Department K-9 Fund from De Pere Christian Outreach.

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

7. Recommendation from the Finance & Personnel Committee to accept a donation in the amount of \$4,000 from the William Cuene Memorial Fund to the Fire Department.

Alderperson Jennings expressed the Council's appreciation for these very generous donations.

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

8. Recommendation from the Board of Public Works to approve Solicitation for Easements for Reid Street Alley Parking

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

9. Recommendation from the License Committee on an application for temporary premises description changes submitted by St. Norbert College.

RESULT:	ADOPTED [6 TO 0]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Hansen, Jennings, Nelson, Raasch
ABSTAIN:	Scott Crevier, Amy Chandik Kunding

10. Resolution #20-01 Disallowance of Claim (Stephanie Mostek) - referred back to staff 01/07/2020.

Alderperson Carpenter asked if this street is on the Public Works schedule to be replaced in the near future, noting that there have been several breaks nearby over the past few years. Public Works Director Scott Thoresen stated that it is tentatively scheduled to be replaced in 2022.

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

11. Resolution #20-05 Authorizing Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (2020 Consulting Services).

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

12. Resolution #20-06 Authorizing Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (Environmental Consulting Services - 123 South Broadway Street).

A revised copy of Resolution #20-06, reflecting the correct address of the property as Perrot Square – 100 block S Broadway, was distributed at the meeting and is attached to these minutes as Exhibit A.

Alderperson Kunding asked why the site would need to be evaluated for possible contamination. City Administrator Larry Delo explained that there had been a dry cleaning business and gas station there in the past that could have potentially leached contaminants.

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

13. Resolution #20-07 Authorizing Transfer from Unassigned Reserves (Electronic Poll Books and City Hall Complex Security).

Alderperson Carpenter asked about the purpose of the security cameras. City Administrator Larry Delo explained that many public buildings are equipped with cameras, which provide general security and fulfill the public's interpretation that this security will be provided (for example, using the City parking lot for a Craigslist exchange). Also, people in distress have periodically come in to the City Hall vestibule to ring the security buzzer for assistance after hours. Officers would be able to view this live footage from their squad cars.

Alderperson Hansen thanked former City Clerk Shana Ledvina for laying the groundwork to implement electronic poll books in the City.

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

14. Resolution #20-08 Authorizing First Amendment to February 5, 2015 Agreement for Auditing Services.

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

15. Resolution #20-09 Authorizing Location Agreement with Acela Unscripted LLC for Use of Perkofsky Boat Launch for Filming Purposes.

RESULT:	WITHDRAWN
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16. Operator License Applications.

Alderperson Carpenter moved, seconded by Alderperson Hansen to approve New Operator applications #1-4. Upon vote, motion carried unanimously.

17. Voucher approval.

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

18. Future agenda items.

Alderperson Hansen noted that the village of Bellevue has a program where volunteers can shovel snow for elderly and disabled neighbors. Hansen asked if staff can research starting a similar program in De Pere. The Public Works department will contact Bellevue to obtain information.

19. Adjournment.

Aldersperson Nelson moved, seconded by Aldersperson Crevier to adjourn the meeting at 7:44 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 4, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: 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).

On January 27, 2020, Plan Commission unanimously recommended approval of the certified survey map by a vote of 6-0. The CSM that was reviewed by the Plan Commission has been revised and there are no longer any conditions of approval.

ATTACHMENTS:

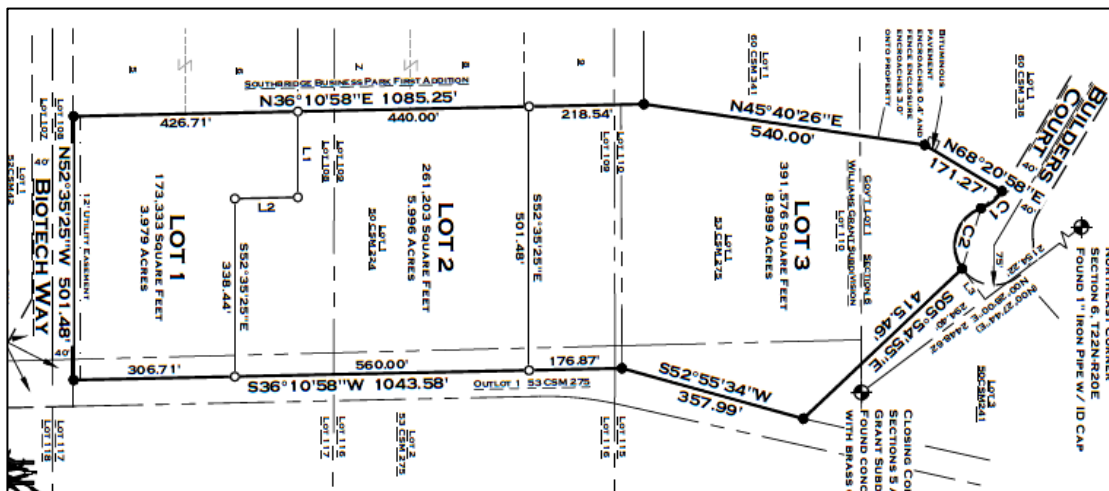
- 01-27-20 Plan Commission Report - CSM on Builders CT (DOCX)
- Application Form (PDF)
- Preliminary CSM 01-29-20 (PDF)

ITEM 11: Staff recommendation and possible action regarding a Proposed 3 Lot Certified Survey Map at the 1400 BLK Builders Court (Parcels WD-1138, WD-1138-1). *

SITE MAP



PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION:	Certified Survey Map Review
COMMON DESCRIPTION:	1400 Builders Court, located on the east side of American Boulevard between Builders Court and Biotech Way.
PARCEL NUMBER(S):	WD-D0038, WD-1138-1
EXISTING ZONING:	I-B-1 (Industrial-Business-1 District)
SURROUNDING LAND USES:	North, south, west -- Industrial Business Park. East -- Natural spaces and vacant/agricultural.
COMPREHENSIVE PLAN:	Business Park.
APPLICANT/OWNER:	City of De Pere Applicant and Owner 335 S. Broadway Street De Pere, WI 54115
SITE HISTORY:	The City owned site has been used for agricultural purposes, with natural spaces, since at least 1938. A railroad spur, built in the late 2000's, runs outside of the east boundary of the certified survey map. In 2019, agreements were developed with two adjacent property owners to the west to acquire parts of the City owned land. Thus, the subject 3-lot certified survey map was developed in order for Lots 2 & 3 to be sold and combined with land owned by the two adjacent owners. The combination allows for both existing industrial businesses to expand within the City's business-industrial park. <i>Note: The proposed Lot 2 is part of the Infinity Machine site plan, which will be reviewed by Plan Commission on January 27, 2020.</i>
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 purpose of the land division is to create three buildable lots. Lot 2 will be sold and combined with existing privately owned lots to the west. A site plan (Infinity Machine) that includes Lot 2 will be reviewed by Plan Commission on January 27, 2020. ○ Lot 1 and 3 remain City owned, however, Lot 3 may be combined with a parcel to the west in the near future. There are 9 issues that must be addressed for the CSM, which are listed in the Staff Recommendation. 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 City 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 when the CSM includes public dedications and/or City-owned property. Common Council is expected to take action on February 19, 2020.

STAFF RECOMMENDATION:

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

1. Meeting all other state and local regulations.
2. Lot 2 will be temporarily landlocked on the CSM. This will be corrected when the parcel is attached to an adjacent property with street frontage.
3. Unbuildable wetlands are shown on site plans for Lot 2 and should be shown on the CSM. If parts of the wetlands are being filled, identify fill information.
4. A City of De Pere Treasurer's Certificate is not needed.
5. In the Council Approval Certificate, correct Carey E. Danen's title to read, "City of De Pere Clerk."
6. 20 foot drainage easements are required along the easterly property line of lots 1, 2, and 3.
7. A 12 foot utility easement is required along Builders Court.
8. A 10 foot utility easement is required along the northeast property line of lot 3.
9. Insert Restrictive Covenant shown below:
 - a. A drainage easement in favor on rear and side lot lines for lots (XXX) shall be provided. Such easement shall contain the following restrictions:
 - i. An obstruction to the flow of water, by any means, shall be prohibited.
 - ii. No structure, earthen berm, dam, erection of other improvement, tree, or landscaping shall be permitted.
 - iii. The erection of a fence or annual plantings may be allowed provided that same does not obstruct the flow of water.
 - iv. Grantor (property owner) is prohibited from changing the grade elevation of the drainage easement from that established by grantee.
 - v. Grantee shall have full rights of ingress and egress to carry on and all work in connection with maintenance and operation in, over, under and across the lands of grantor.

- vi. The property covered by said easement shall not be used in any way or manner that will impair the rights of the grantee.
- vii. The easement shall run with the land, and shall be binding upon the grantees, lessees, successors, heirs and assigns of grantor and grantee.
- viii. The easement shall be assignable.

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: ---\$368.00---
		Receipt #: City Project
		Date:

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) City of De Pere	Authorized Representative Peter Schleinz	Title Senior Planner Zoning Administrator	
Mailing Address 335 S Broadway ST	City De Pere	State WI	ZIP Code 54115
Email Address pschleinz@deperewi.gov	Phone Number (incl. area code) 920.339.4043	Fax Number (incl. area code) 920.330.9491	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description City owned land between 1400 BLK Builders Court & Biotech Way	Parcel No. WD-1138, WD-1138-1
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SECTION 4: CSM Information

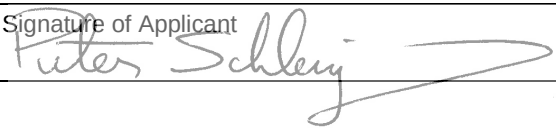
Existing Zoning:	I-B-1
Present Use of Parcel:	Vacant
Proposed Use of Lots:	Industrial development

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) Peter Schleinz	Title Senior Planner Zoning Admin	Phone Number 920.339.4043
Signature of Applicant 		Date Signed 20 Dec 2019

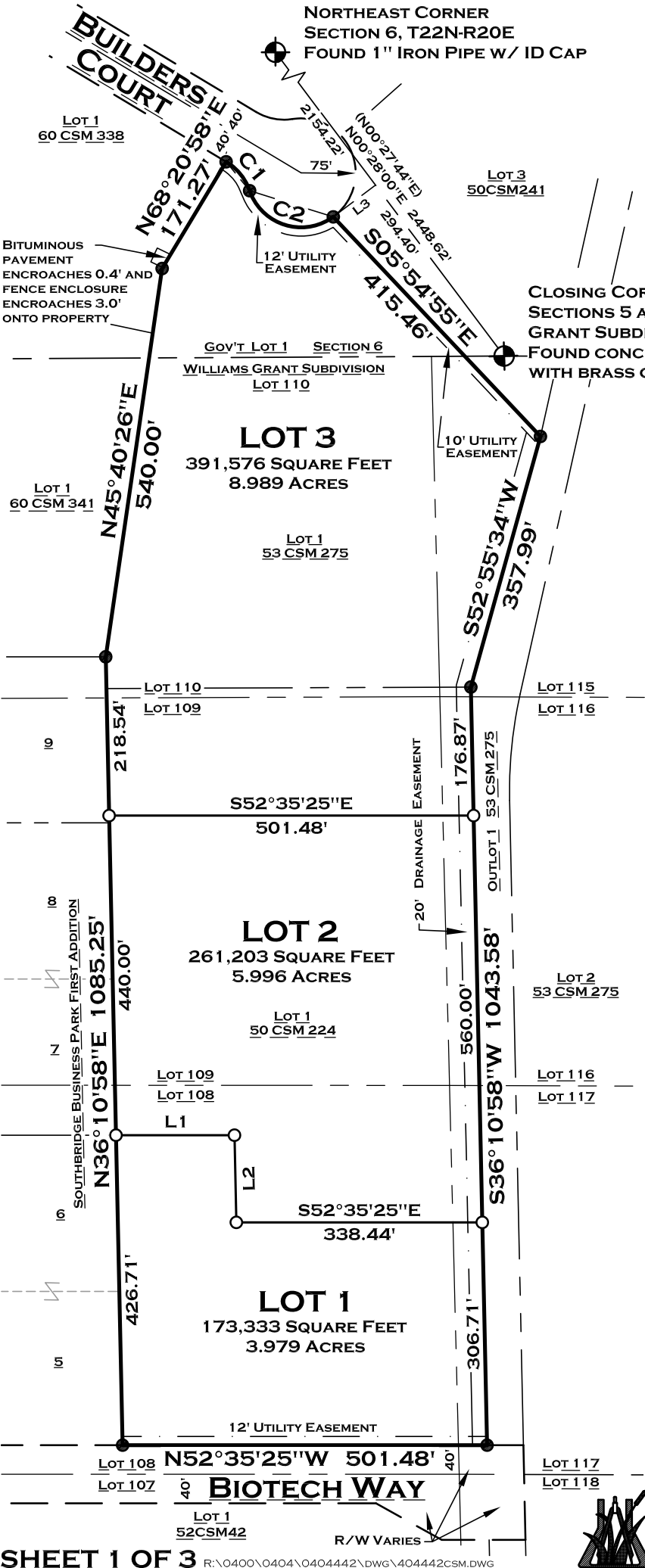
TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.	
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Attachment: Application Form (9159) : Recommendation from Plan Commission to approve a Proposed 3 Lot Certified Survey Map at the 1400

CERTIFIED SURVEY MAP

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 275, 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 INFORMATION

CURVE C1
ARC LENGTH = 52.29'
DELTA = 39°56'40"
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

CURVE C2
ARC LENGTH = 140.10'
DELTA = 107°01'34"
RADIUS = 75.00'
LONG CHORD = 120.60'
LONG CHORD BEARING = N35°13'08"W
TANGENT BEARING = N88°43'55"W
TANGENT BEARING = S18°17'39"W

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	163.04'	S52°35'25"E
L2	120.00'	S36°10'58"W
L3	72.73'	S89°32'16"E

SCALE: 1" = 200'



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.

LEGEND

- 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.RELEEINC.COM
PHONE: (920) 662-9641
FAX: (920) 662-9141

CERTIFIED SURVEY MAP

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 275, 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

SURVEYOR'S CERTIFICATE:

I, TROY E. HEWITT, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF THE CITY OF DE PERE, I HAVE SURVEYED, MAPPED AND DIVIDED 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 275, 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.

SAID PARCEL CONTAINS 826,111 SQUARE FEET OR 18.965 ACRES OF LAND MORE OR LESS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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 236.34 OF THE WISCONSIN STATUTES IN THE SURVEYING, MAPPING AND DIVIDING OF THE SAME.

DATED THIS _____ DAY OF _____, 2020.

TROY E. HEWITT PLS #2831
ROBERT E. LEE & ASSOCIATES, INC.
REVISED: 01/02/2020 - LOT 2 NORTH LINE

EROSION CONTROL NOTE

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 CITY HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.

LOT DRAINAGE RESTRICTIVE COVENANT

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.

THE 20 FOOT DRAINAGE EASEMENT LOCATED ALONG THE EASTERLY LINE OF LOTS 1, 2, AND 3 SHALL CONTAIN THE FOLLOWING RESTRICTIONS:

- a. AN OBSTRUCTION TO THE FLOW OF WATER, BY ANY MEANS, SHALL BE PROHIBITED.
- b. NO STRUCTURE, EARTHEN BERM, DAM, ERECTION OF OTHER IMPROVEMENT, TREE, OR LANDSCAPING SHALL BE PERMITTED.
- c. THE ERECTION OF A FENCE OR ANNUAL PLANTINGS MAY BE ALLOWED PROVIDED THAT SAME DOES NOT OBSTRUCT THE FLOW OF WATER.
- d. GRANTOR (PROPERTY OWNER) IS PROHIBITED FROM CHANGING THE GRADE ELEVATION OF THE DRAINAGE EASEMENT FROM THAT ESTABLISHED BY GRANTEE.
- e. GRANTEE SHALL HAVE FULL RIGHTS OF INGRESS AND EGRESS TO CARRY ON AND ALL WORK IN CONNECTION WITH MAINTENANCE AND OPERATION IN, OVER, UNDER AND ACROSS THE LANDS OF GRANTOR.
- f. THE PROPERTY COVERED BY SAID EASEMENT SHALL NOT BE USED IN ANY WAY OR MANNER THAT WILL IMPAIR THE RIGHTS OF THE GRANTEE.
- g. THE EASEMENT SHALL RUN WITH THE LAND, AND SHALL BE BINDING UPON THE GRANTEES, LESSEES, SUCCESSORS, HEIRS AND ASSIGNS OF GRANTOR AND GRANTEE.
- h. THE EASEMENT SHALL BE ASSIGNABLE.



CERTIFIED SURVEY MAP

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 275, 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

OWNER'S CERTIFICATE:

CITY OF DE PERE, A MUNICIPALITY DULY ORGANIZED AND EXISTING UNDER AND BY THE VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID MUNICIPALITY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP. THE CITY OF DE PERE DOES FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S-236.34 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF DE PERE

IN WITNESS WHEREOF, THE SAID CITY OF DE PERE HAS CAUSED THESE PRESENTS TO BE SIGNED BY MICHAEL J. WALSH AND

CAREY E. DANEN ON THIS _____ DAY OF _____, 2020.

MICHAEL J. WALSH, CITY OF DE PERE MAYOR

ATTEST: _____
CAREY E. DANEN, CITY OF DE PERE CLERK

STATE OF WISCONSIN)
BROWN COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2020, THE ABOVE NAMED MICHAEL J. WALSH AND CAREY E. DANEN TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN

(PRINT NAME) _____

MY COMMISSION EXPIRES: _____

COMMON COUNCIL APPROVAL CERTIFICATE

APPROVED BY THE CITY OF DE PERE COMMON COUNCIL THIS _____ DAY OF _____, 2020.

CAREY E. DANEN
CITY OF DE PERE CLERK

DATE





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

The Board of Park Commissioners is recommending acceptance of a \$500 donation from the Kiwanis club of De Pere to our Recreation Scholarship Program. The motion was approved unanimously with a 7-0 vote.

For 2019 the Recreation Scholarship Program provided scholarships to 70 families or individuals to partake in recreation programs through our department. To date, this has been the highest number of scholarships awarded in one year.

Thank you for your time and consideration.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

The Board of Park Commissioners is recommending the approval of a donation valued at \$1,450 from Ryan Funeral Home to cover the costs of a Veterans Appreciation Luncheon. The approval passed unanimously with a 7-0 vote.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

The Board of Park Commissioners is recommending the approval of a \$4,000 donation from Amerilux to be the main sponsor of our Beer Gardens. The motion passed unanimously with a 7-0 vote.

Amerilux is located in our east side Industrial park. They are a value-adding distributor of multiwall and corrugated polycarbonate sheet products, PVC sheet and liner panels, and steel coil.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 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 Seikos Sushi LLC (DBA Island Sushi Bar & Grill), 875 Heritage Road. Submitted by Seikos Sushi LLC, Agent: Alison Porter, Appleton WI.

ATTACHMENTS:

- Island Sushi Bar and Grill App 2.4.2020 (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: July 1, 2019 ending: June 30, 2020
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of De Pere

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	\$
TOTAL FEE	\$

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

Porter, Alison Christine - Porter, Jason Carol Seikos Sushi LLC

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

President / Member Last Name <u>Porter</u>	(First) <u>Alison</u>	(Middle Name) <u>Christine</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1</u>
Vice President / Member Last Name <u>Porter</u>	(First) <u>Jason</u>	(Middle Name) <u>Carol</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1</u>
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 <u>Porter</u>	(First) <u>Alison</u>	(Middle Name) <u>C.</u>	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 Island Sushi Bar and Grill Business Phone Number 920-540-9360
2. Address of Premises 875 Heritage Road Post Office & Zip Code De Pere, WI 54115

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

1 Large restaurant and bar attached but separate from Swan Club. 1 main dining area 1 bar area
2 elevated side rooms 1 large enclosed patio
Beer/wine to be stored in locked walk in cooler
Liquor to be stored in locked cage in basement and behind bar

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? Legends Brewhouse and Eatery

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
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 WISCONSIN and date 11/12/2019 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
Ballyhoo LLC Agent DBA IslandSushi
Town of Buchanan
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>Porter, Alison C</u>	Title/Member <u>Owner</u>	Date <u>11</u>
Signature <u>[Signature]</u>	Phone Number <u>920-540-9360</u>	Email Address <u>IslandSushiwi@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>1-10-2020</u>	Date reported to council / board <u>2-4-2020</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on an application for premises description change submitted by JPG, Inc. (DBA Swan Club).

ATTACHMENTS:

- Premises Description Change Swan Club 2.4.2020 (PDF)

Premises Description Change

1.10.a

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7-1-19 ending: 6-30-20
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of De Pere

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	\$
TOTAL FEE	\$

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

JPG Inc.

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 <u>DeLeene</u>	(First) <u>Greg</u>	(Middle Name) <u>James</u>	Home Address (Street, City or Post Office, & Zip Code) <u>11111 1st St, De Pere, WI 54115</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name <u>DeLeene</u>	(First) <u>Ann</u>	(Middle Name) <u>Mary</u>	Home Address (Street, City or Post Office, & Zip Code) <u>11111 1st St, De Pere, WI 54115</u>
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>DeLeene</u>	(First) <u>Greg</u>	(Middle Name) <u>James</u>	Home Address (Street, City or Post Office, & Zip Code) <u>11111 1st St, De Pere, WI 54115</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Swan Club Business Phone Number 920 336 1531

2. Address of Premises 875 Heritage Road Post Office & Zip Code De Pere 54115

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

Banquet Hall, Swan Club Banquet Hall, Basement
Patio Deck Area.

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? JPG Inc.

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
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☒ Yes ☐ No
If yes, explain. Caliente Restaurant Chicago Street Pub,
Birch Street Pub & Grill
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 _____ 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
Caliente Restaurant Chicago Street Pub
Birch Street Pub & Grill
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>Deleene Greg J</u>	Title/Member <u>Owner</u>	Date
Signature <u>Greg Deleene</u>	Phone Number <u>920 336 1531</u>	Email Address <u>gjdeleene56@aol.com</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	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: 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).

The Board of Park Commissioners approved the agreement with Graef as the consultant for the Community Center roof/insulation investigation and construction management. The motion was approved unanimously with a 7-0 vote.

ATTACHMENTS:

- Reso20-10 (DOCX)
- Consultant Agreement-GRAEF(CC Roof-Insulation Investigation and Construction Management)1-21-20-154-001-20 (PDF)
- Exhibit A - Graef Proposal - CC Roof (PDF)
- Insulation Project 1-8-20 - Park Board Memo (DOCX)
- RCL Proposal - CC Roof (PDF)
- A-AE_Proposal_Air Barrier Repair_DePere Community Center (PDF)
- VFW_Park_Community_Center_Roofing (PDF)

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)

WHEREAS, the City is in need of contracting with a consulting firm to provide investigation regarding the cause of ice dams and related heat loss in the Community Center roof and to provide general administration and on-site inspection during repair construction; and

WHEREAS, GRAEF-USA, Inc., d/b/a GRAEF has available and offers to provide qualified personnel and necessary equipment to accomplish such services in the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Services Between the City of De Pere and GRAEF-USA, Inc., as is attached hereto and incorporated herein as Exhibit 1, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND GRAEF-USA, INC.
(Roof/Insulation Investigation and Construction Management for Community Center)**

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and GRAEF-USA, Inc., d/b/a GRAEF, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a consulting firm to provide investigation regarding the cause of ice dams and related heat loss in the roof of City's Community Center and to provide general administration and on-site inspection during repair construction.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultant's Proposal of December 9, 2019 (Exhibit A), attached hereto and incorporated by reference. If a conflict exists between Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with the original Community Center design drawings and specifications, as well as other applicable information or items concerning the project as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit A to be paid in a lump sum at the conclusion of each Task phase. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

X. NON-DISCRIMINATION/COMPLIANCE WITH STATE AND FEDERAL LAWS

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

XI. INSURANCE

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

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are

subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

If to Consultant:

GRAEF-USA, Inc.
Attn: Patrick J. Skalecki, P.E., LEED AP
Vice President | Principal
1150 Springhurst Drive; Suite 201
Green Bay, WI 54304-5950

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

GRAEF-USA, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Patrick J. Skalecki, P.E., LEED AP

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2020\Consultant Agreement-Graef (CC Roof-Insulation Investigation and Construction Management)1-29-20-154-001-20.docx



collaborāte / formulāte / innovāte

December 9, 2019

Marty Kosobucki
 Director of Parks, Recreation and Forestry
 City of De Pere
 925 South Sixth Street
 De Pere, Wisconsin 54115-1199

SUBJECT: Community Center Roof Rehab
 Proposal for Professional Services

Dear Marty:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and the City of De Pere (Client).

This proposal is for Community Center Roof Rehab (Project). It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to evaluate the Community Center Roof for likely causes of ice dams and develop a solution. It is anticipated that the solution is related to insulation and structural modifications are not part of the work.

For this Project, GRAEF proposes to provide the following Basic Services:

Task 1

- Review the original Community Center design drawings and specifications provided by the City.
- Perform a site visit/inspection of the existing attic space, ceiling penetrations, and mechanical duct locations, in coordination with City Staff. Exterior roof will be visually inspected from ground level.
- Prepare a summary Field Report of our observations and recommendations for solutions.

Task 2

- Develop technical specifications and requirements for work anticipated to focus on spray foam insulation, soffit insulation, interior attic venting, and vapor barrier..
- Prepare a drawing markup exhibit of the original related design drawings with proposed work notes for inclusion in a Project Manual prepared by the City.
- Prepare miscellaneous related details to clarify work requirements.

Task 3

- Complete two (2) site inspections: one (1) at the beginning of the work to outline requirements and needs with the contractor; and one (1) at completion of the work to verify compliance with specifications.
- Prepare summary Field Report for each site inspection.



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GRAEF will endeavor to perform the Basic Services in accordance with a mutually agreed-upon schedule. We anticipate the work to be done in Spring 2020.

GRAEF can provide a scope and fee for Additional Services upon written request. Additional Services will be incorporated into the work via a formal signed Amendment.

It is our understanding that you will provide the following services, items and/or information:

- Original Community Center Design Drawings and Specificaitons
- Access to the building for inspection
- Preparation of the Project Manual including front end sections
- Bidding Services
- Project construction administration and closeout.

You agree to compensate GRAEF for all basic services noted above on an **hourly rate and direct expense basis not to exceed \$6,500**. Fee breakdown of the noted tasks is as follows:

- Task 1: \$1,550
- Task 2: \$3,750
- Task 3: \$1,200

Direct Expenses will be billed at cost and are included in the fee quoted above. Direct Expenses include primarily mileage.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

We look forward to working with you on this important project. Please call us at 920-405-3814 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Patrick J. Skalecki, P.E., LEED AP
Vice President | Principal

Accepted by:
City of De Pere

(Signature)

(Name Printed)

(Title)

(Date)

G:\Mkt\Proposals & SOQs\GB\MUN\De Pere, City\De Pere Community Center Roof Rehab_20_1219



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on December 9, 2019 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of De Pere (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superseded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superseded.

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org



TO: Board of Park Commissioners
 FROM: Paula Rahn, Recreation Superintendent
 DATE: January 8, 2020
 RE: Quote for Community Center Roof/Insulation Investigation and Construction Management

Over the years, we have been having lots of problems with ice dams on the roof of our Community Center. Large icicles form hanging over the sides of the eave troughs. When the icicles start to drip, it freezes on the sidewalks below, which then causes hazardous situations for people using our walks. We've had several people look at it and received numerous opinions. The latest opinion, which our maintenance staff believe is to be on point, is that the building needs an extensive amount of insulation work as some areas were missed during the construction process. The lack of insulation has led to ice dams forming and a tremendous amount of heat loss for our building.

Staff believes the best way to handle this project is to hire a consulting firm to investigate and confirm this heat loss issue. Quotes were solicited for consultants to provide a cost for the following services:

- 1) Consultant to analyze/confirm the insulation issue; draft report of recommendations and budget estimates
- 2) Draw up specifications and a plan that can be implemented into our project manual
- 3) Provide on-site inspection during construction to ensure the project is being completed as specified.

To aid in the consultants understanding of the project, staff provided architectural plans of the Community Center and a rough estimate from Accurate-Airtight Exteriors which explained their proposed solution. (See attachments).

The following two quotes were received for consideration. Both proposals have been attached for your review.

	GRAEF	RCL Engineering Group
Investigation & Report Fees	\$1,550	\$2,500
Design & Bidding Fees	\$3,750	\$3,500
Project Oversight Fees	\$1,200	\$5,750
Grand Total	\$6,500	\$11,750

Staff recommends the contract be awarded to Graef, who provided the lowest quote for the services requested. Upon approval, an Agreement for Services will then be drafted by our Legal Department. A sample agreement has been attached for your review.

Thank you for your time and consideration.



RCL

Engineering Group

Forensic & Structural Engineering

~ A Business Unit of Roofing Consultants Ltd. ~

1-800-549-0802

PROPOSAL

Date: December 6, 2019

Prepared For: City of De Pere
ATTN: Marty J. Kosobucki
Director of Parks, Recreation & Forestry

Location: Community Center at VFW Park
600 Grant Street, De Pere, WI 54115

Description: 2-Story Municipal Building
Age: ~20 Years
Size: ~10,000 sq. ft.
Roof / Attic: Steep Slope Roof – Composition Shingles
Traditional Attic Space & Cathedral Ceiling Attic Space
Batt Fiberglass Insulation / Vapor Retarder

Scope: Roof / Attic Investigation – Insulation, Ventilation, Etc.

Purposes: A. Determine cause(s) of “ice damming” issues
B. Make recommendations for repair/retrofit work

A. INVESTIGATION & REPORT

1. **PREPARATION**
 - a. Review of architectural drawings, construction-related documents, etc.
 - b. Collection of historical information regarding locations, frequency & nature of water infiltration / “ice damming”.
 - c. Reports/proposals/invoices of past repair work.
 - d. Other historical information provided by the City.
2. **ROOF / EXTERIOR INVESTIGATION**
 - a. Composition Shingles – Installation & Condition, Flashings, etc.
 - b. Underlayment
 - c. Drainage
 - d. Ventilation – Roof & Soffits
3. **ATTIC / INTERIOR INVESTIGATION**
 - a. Insulation – Type, Thickness, R-Value, Distribution, etc.
 - b. Ventilation – Eaves, Roof, General Air flow, etc.
 - c. Air/Vapor Retarder – Type, Continuity, Transitions, etc.
 - d. Interior – Visual observation of locations of water infiltration.
 - e. Infrared thermography of interior ceilings/walls to identify cold spots / areas of heat loss.
4. **REPORT**
 - a. Summary of findings of investigation.
 - b. General recommendations for repair/retrofit/replacement work.
 - c. Budget estimates for recommended work.
 - d. Roof/attic/section detail drawings as deemed necessary.
 - e. Photographic record.
 - f. Infrared images
5. **MEETING**
 - a. If Requested.
 - b. Review findings of report and discuss next steps.

2307 Badger Dr., P.O. Box 1305, Waukesha, WI 53187
P.O. Box 4458, Skokie, IL 60076
17295 Chesterfield Airport Rd., Suite 200, Chesterfield, MO 63005
12221 Wood Lake Drive, Suite 200, Burnsville, MN 55337
9465 Counselors Row, Indianapolis, IN 46240
Web Site: www.rcleng.com

262-549-0802
847-965-3366
636-530-3663
612-238-0802
317-584-5440
E-Mail:

Fax: 262-549-0776
Fax: 847-965-9050
Fax: 636-530-0596
Fax: 612-238-0776
Fax: 317-584-5483
info@rcleng.com

B. DESIGN & BIDDING**1. SPECIFICATION & PLAN DEVELOPMENT**

- a. Design a complete set of instructions listing the approved materials and outlining the work procedures.
- b. Incorporation of alternate upgrades for consideration.
- c. Provide required CADD plans and construction details to correspond with specifications.
- d. Ensure compliance with current building codes.
- e. Specification booklet includes all bidding documents and contractual requirements.
- f. Specification booklet printing.

2. MANAGEMENT OF BIDDING PROCESS

- a. Selection / Recommendation of Approved Contractors for Bidding
- b. Mandatory Pre-Bid meeting on-site with selected Contractors
– Explanation & clarification of specifications.
- c. Handle all contractor inquiries leading up to bid due date.
- d. Specification Addendum(s) as required.

3. PROJECT AWARD – CONTRACTOR SELECTION

- a. Review Contractor proposals, bonds, insurance, references, etc.
- b. Bid Tally
- c. Advise City on selection Contractor – Recommendation Letter.
- d. Preparation of Contractual Agreement between City and Contractor – If Requested

C. PROJECT OVERSIGHT**1. ACT AS OWNERS REPRESENTATIVE THROUGHOUT THE COURSE OF THE PROJECT****2. PRE-CONSTRUCTION CONFERENCE**

- a. Meeting prior to project commencement with City Representative and Contractor.
- b. Review all details, logistics, timing, contacts, etc. of project.

3. INSPECTIONS

- a. Up to 4 site visits during project work
- b. Written report with accompanying photos for each inspection
- c. Confirmation that work is conforming with specifications, manufacturer's requirements and building codes.
- d. Any issues/concerns to be addressed with Contractor & brought to the attention of City. .

4. FINAL INSPECTION

- a. Thorough overview of completed job.
- b. Punch list of items for Contractor to complete/correct.

5. PAY APPLICATION APPROVAL

- a. Review of Contractor's pay applications to ensure consistency with project completion.
- b. Require and review Contractor's and subcontractor's partial and final lien waivers.

6. PROJECT CLOSEOUT REPORT

Compilation of inspector's daily reports, progress photographs, approved pay applications, manufacturer's warranties, workmanship guarantees and any other pertinent information or correspondence related to the project.

***	All Work Detailed Above to be Performed for the Following Fees:	<u>Initial</u>
A.	Investigation & Report	\$ 2,500.00
B.	Design & Bidding.....	\$ 3,500.00
C.	Project Oversight.....	\$ 5,750.00
TOTAL		\$ 11,750.00

Proposal**City of De Pere – Community Center**

RCL Fees are based upon the following rates:

Engineer/Consultant.....	\$ 210.00/hr
Building Envelope Consultant	\$ 185.00/hr
Field Assistant.....	\$ 90.00/hr
CADD Draftsman	\$ 90.00/hr
Office Staff	\$ 55.00/hr
Mileage	\$ 0.58/mile

Notes:

- 1) Fees quoted for A & B represent Fixed Amounts.
- 2) Fee quoted for C is a "not-to-exceed" amount. Final fee may be less.
- 3) All related expenses included.
- 4) Refer to attached Terms & Conditions
- 5) Quoted fees will remain in force through 2020

APPROVED:**** Initial selected items above*_____
Signature_____
Date_____
Print Name_____
Title

1. **SERVICES.** The Consultant shall provide professional services in accordance with the accepted Scope of Work listed on the attached proposal, which will act as the Agreement upon execution.

2. **EXECUTION.** This Agreement becomes effective upon signatures by authorized representation of the Client and the Consultant and upon receipt by The Consultant of a signed original or digital/facsimile transmittal. If transmittal is initially sent to the Consultant, Client will provide the Consultant with a signed original for record as soon as practicable.

3. **INITIATION.** The Consultant is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.

4. **COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This Agreement may be terminated by either party upon a ten (10) day written notice should the other party fail substantially to perform in accordance with its terms. In the event of termination, The Consultant shall be paid in accordance with the compensation terms of this Agreement for services provided in accordance with the Scope of Services, together with all costs arising out of such termination.

Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party, or otherwise stipulated contractually.

5. **STANDARD OF CARE.** Services provided by the Consultant to Client under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. This representation is in lieu of any warranties or other representations; either expressed or implied.

6. **INDEPENDENT CONSULTANT.** The Consultant is and shall be at all times during the term of this Agreement an independent Consultant and not an employee or agent of the Client.

7. **COMPLIANCE WITH LAWS.** The Consultant will endeavor to comply with Federal, State and local laws and ordinances applicable to the services to be provided under this Agreement.

8. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Consultant in connection therewith.

9. **OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of the Consultant. The Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. The Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without the written authorization of and appropriate compensation to the Consultant. The Client may retain copies of any and all reports, drawings, plans and specifications.

10. **SITE VISITS/OBSERVATION.** If included in the Scope of Work, the Consultant shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractor's work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by the Consultant as part of services during construction under Agreement shall not make the Consultant responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make the Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction, means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the work under the construction contractor(s) and for all safety precautions incidental thereto.

11. **EQUAL OPPORTUNITY EMPLOYMENT.** The Consultant will comply with federal regulations pertaining to Equal Opportunity Employment. The Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is the Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. The Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices. The Consultant's equal opportunity employment policy applies to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.

12. **INSURANCE.** The Consultant will maintain the following levels of insurance during the term of this Agreement. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies. Consultant will provide Client with evidence of such coverage upon reasonable request.

- a. Workers Compensation (and Employers Liability Insurance) – as required by applicable statute.
- b. Commercial General Liability – \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate.
- c. Automobile Liability – minimum of \$1,000,000 combined single limit for bodily injury and property damage.
- d. Professional Liability (E&O) - \$1,000,000 each claim and \$2,000,000 in the aggregate.

13. **INDEMNIFICATION/HOLD HARMLESS.** The Consultant shall indemnify and hold harmless the Client and its employees from liability, settlements, loss or costs resulting from the concurrent negligence of the Consultant and the Client. It is expressly agreed that the Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of the Consultant's negligence. The Consultant's liability is limited to the proceeds recovered from the insurance carried by the Consultant and within the monetary limits of insurance specified in this Agreement.

In no event shall either Client or the Consultant be liable for any incidental, indirect or consequential damages.

14. **LIMITATION OF LIABILITY.** In the event of damages arising from Consultant's negligent error or omission, Consultant's out-of-pocket liability shall be limited to the greater of \$50,000.00 or the fees paid to it by Client, provided that such limitation shall be subject to and after the application of any professional liability insurance coverage.

15. **DISPUTES.** Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of WI. Mediation is an express condition precedent to the filing of any legal action.

16. **ATTORNEY FEES.** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney fees from the other party. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

17. **SEVERABILITY AND SURVIVAL.** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of the Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Consultant shall survive the completion of the services hereunder and the termination of this agreement.

Initials _____



A-AE Contact: Torrance Kramer
PHONE: 608-217-3487
EMAIL: torrancek@a-aexteriors.com

Accurate-Airtight Exteriors

3336 Commercial Ave, Madison WI 53714
N2575 Orchard Way, Waupaca, WI 54981

Authorized Signature: *Torrance Kramer*

Accurate-Airtight Exteriors



1.11.f

NAME	CONTACT PERSON		PROPOSED STARTING DATE / FINISHING DATE
De Pere Community Center	Thomas Blohowiak		Fall 2019
JOB ADDRESS	CITY	STATE	ZIP
600 Grant St	De Pere	WI	54115
BILLING ADDRESS	CITY	STATE	ZIP
925 South Sixth St	De Pere	WI	54115
PHONE (Thomas Blohowiak)		EMAIL	
920-339-4072 ext. 2250		tblohowiak@mail.de-pere.org	

The above, hereafter called the Purchaser, provides for performance by Accurate-Airtight Exteriors, hereinafter for the work stipulated below by the terms and conditions set forth below and on reverse side. Contractor agrees to perform the described work for Purchaser in accordance with common practices unless otherwise specified. Additional details as to any other specifications shall be shown hereto and made a part hereof. Any prior representations not included herein, do not survive the execution of this Contract as this is the entire agreement.

Thank you for this opportunity to provide you with this proposal for your project. We appreciate the opportunity to utilize our experience and expertise in commercial envelope repair to make City of De Pere Community Center more efficient and cost effective for many years to come. Being a company that prides itself on promoting practical energy efficiency strategies we believe that we would be a good fit for increasing the efficiency and building integrity of this building.

- I. Project Description:
- A. Install spray applied closed cell foam insulation to roof deck of building.

B. While onsite, investigate additional energy savings through envelope repair strategies.

Air Barrier and Thermal Barrier Repair

Your building has evidence of substantial uncontrolled air leakage and an ineffective insulation design. We are able to significantly reduce ice damming and building heat loss through insulation and air barrier repair.

Install nominal 6” of closed cell spray applied foam insulation to roof deck of building, often called a ‘hot roof’. This will provide an estimated R42 insulation to roof deck. We believe this to be an effective insulation depth for this building climate zone. A spray applied ignition barrier will applied to all interior foam surfaces.
Other insulation depths and methods can be explored upon request.

This proposal includes all building roof areas except the lobby and the overhangs/eaves. The eaves will be blocked from the attic and insulated.

Access to attic from multiple locations. Expect access from inside building and from outside building during entire process.

Great care will be taken to avoid damage to any community center property; whether from air barrier repair products, vehicles, or other means. Each day all spaces will be cleaned to a standard as found or better.

Estimate:
Foam insulation install to roof.
Price includes materials, labor, bonding, current insulation removal as needed, disconnecting roof exhaust fans, travel costs. Project expected to last 1-2 weeks depending on staffing.
Nights and weekend work expected while building is in operation.
Attic space will be mechanically ventilated during construction and for a period after install for safety to evacuate VOCs.

We hereby propose to furnish labor & materials complete in accordance with above specifications for the sum of:

Total Cost \$100,000

*This is a Preliminary Estimate to be used for gauging interest and feasibility.
To provide a formal detailed Design Proposal; further inspection, onsite review, and a planning discussion will be required.*

Payment Terms: Within 30 days or additional charge may be incurred.			
50% down	50% Day of Completion	TOTAL DUE	\$ESTIMATE

Purchaser’s Signature _____ Date _____

Purchaser’s signature creates a binding contract on the terms and conditions set forth herein.

Attachment: A-AE_Proposal_Air Barrier Repair_DePere Community Center (9131 : Reso #20-10 GRAEEF Consultant Agreement-CC Roof/Insulation Investigation & Construction Mgmt)



SUPERVISION, QUALITY CONTROL, AND SURPLUS MATERIALS

1.11.f

The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, techniques, sequences and procedures and for contracting and performing all portions of the work and quality control under the contract. Any surplus materials are the sole property of the Contractor.

DELAYS ETC.

Purchaser hereby acknowledges that Contractor may be subject to delays occasioned by inclement weather, labor disputes and material supply shortages which are beyond the control of the Contractor and Purchaser hereby accepts any delays occasioned by one or all of these circumstances in the initiation of his work. Purchaser further agrees to pay Contractor an amount equal to 10% of the total contract price should Purchaser cancel this for any reason prior to the initiation of work.

BUYERS RIGHT TO CANCEL

Purchaser may cancel this contract by written notice at Contractor's office prior to midnight of the third business day after the date of this contract. Any payments or down payments will be fully refunded providing Contractor less any expenses contractor has secured as part of this specific contract.

PAYMENT

Purchaser hereby agrees that if the amounts due and owing thereunder are not paid when due. Purchaser shall be liable to pay all costs of collection, including but not limited to attorney's fees and costs. Said fees and costs together with all sums due shall bear interest at 1.5% per month.

CUSTOMER LIABILITY RELEASE AGREEMENT AND ACCESS TO WORK

Purchaser hereby gives permission and authorizes Contractor or Contractor's Agents to access driveways and property with vehicles. Purchaser releases Contractor and Contractor's Agents from liability and responsibility for any loss or damage done to building or property due to the design or condition of the property that may exist or occur. Purchaser will hold neither Contractor nor Contractor's Agents can be held responsible for conditions of the driveway, land or landscaping, its construction or changes to its structure due to seasonal and/or weather factors unrelated to the construction project. Purchaser grants Contractor full access to the entire property and electricity for execution of work unless otherwise agreed.

In conducting any work, inspections, tests, investigations or studies of the Property, Vendor and its agents shall: (i) comply with all applicable laws in all material respects; (ii) repair any damage to the Property resulting from any such inspections or tests. Vendor hereby agrees to indemnify, defend and hold Owner harmless from and against any liens, claims, causes of action, damages and expenses due solely to Vendor's negligence or willful misconduct in performing Vendor's work, inspections or tests permitted under this agreement.

CONCEALED CONDITIONS

This Agreement is based solely on the observations Contractor was able to make with the project in its condition at the time the work of this Agreement/Contract/Proposal was bid. If additional concealed conditions are discovered once work has commenced or after this Agreement/Contract/Proposal is executed which were not visible at the time this Agreement was bid, Contractor will point out these concealed conditions to Owner, and these concealed conditions will be treated as Additional Work under this Agreement. Contractor and Owner may execute a Change Order for this Additional Work. Contractor is released, held harmless, and indemnified by Owner from all pre-existing mold, fungus, mildew, and organic pathogen problems and is not responsible for costs or damages associated with correcting, containing, testing, or remediating the same.

DEVIATION FROM SCOPE OF WORK

Any alteration or deviation from the Scope of Work referred to in this Agreement/Contract/Proposal involving extra costs of materials or labor (including any overage on ALLOWANCE work and any changes in the Scope of Work required by Owner, Owner's design professional, Owner's agent, or governmental plan checkers or field building inspectors) will be treated as Additional Work under this Agreement resulting in an additional charge to Owner as set forth herein. Contractor and Owner may execute a Change Order for this Additional Work.

DAMAGE ETC.

Should Purchaser become aware of damage to Purchasers property by Contractor, Contractor Agents or Employees during the course of installation, said damage will be brought to the attention of the Contractor prior to the time of payment for the work in question. If Purchaser fails to notify Contract of said damage, within ten working days of occurrence, the Purchaser shall waive all rights against Contractor concerning said damage.

PRIME CONTRACTOR'S NOTICE OF LIEN RIGHTS

As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner may receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN PURCHASER AND CONTRACTOR AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS CONTRACT OF SALE.

Attachment: A-AE_Proposal_Air Barrier Repair_DePere Community Center (9131 : Reso #20-10 GRAEF Consultant Agreement-CC Roof/Insulation Investigation & Construction Mgmt)



DE PERE COMMUNITY CENTER AT VFW PARK CITY OF DE PERE

CITY OF DE PERE PROJECT NO. 99-30
DE PERE, WISCONSIN

OWNER AND ADDRESS

CITY OF DE PERE
335 SOUTH BROADWAY
DE PERE, WI 54115

MAYOR

MIKE WALSH

COMMON COUNCIL

TED PENN - PRESIDENT
MIKE FLECK
TOM WALSH
JIM HOOTMAN
PAUL KEGEL
JEROME DAANEN
MICHAEL DONOVAN
PAUL BAETEN

CITY ADMINISTRATOR

KEVIN BRUNNER

DIRECTOR OF PARKS, RECREATION AND FORESTRY

JERRY PERKOWSKY

PARK AND RECREATION SUPERVISOR

ERNE CHRISTUS

DIRECTOR OF PUBLIC WORKS

LEE SCHLEY

BOARD OF PARK COMMISSIONERS

JEANNE HIBBART - PRESIDENT
PETE THOMSON
CATHY NUSS
BILL VOLPANO

Performa®

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A1.2 SECOND FLOOR PLAN
A1.3 BUILDING ROOF PLAN
A2.1 ROOM FINISH SCHEDULE AND WALL
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A2.2 FIRST FLOOR DOOR AND FRAME SCHEDULE
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AND DETAILS
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AND DETAILS
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ABBREVIATIONS

A.F.F.	ABOVE FINISHED FLOOR	F.C.O.	FLOOR CLEANOUT	O.D.	OUTSIDE DIAMETER
A.F.G.	ABOVE FINISHED GRADE	F.D.	FLOOR DRAIN	O.P.	OPENING
A.G.G.	AGGREGATE	F.D.N.	FOUNDATION	O.F.	OUTSIDE FACE
A.P.P.D.	APPROVED	F.F.G.	FOOTING	O.V.H.	OVERHEAD
A.P.P.R.O.X.	APPROXIMATE	G.A.L.V.	GALVANIZED	P.L.A.M.	PLASTIC LAMINATE
ARCH.	ARCHITECTURAL	G.A.	GAUGE	P.L.	PLATE
AT	AT	G.F.I.	GROUND FAULT INTERRUPT	P.L.B.	PLUMBING
B.P.	BASE PLATE	G.Y.P. BD.	GYPSUM BOARD	P.V.	POST INDICATOR VALVE
B.R.S.	BEARING	H.	HEIGHT OR HIGH	R.F.	REINFORCING
B.M.	BENCH MARK	H.B.	HOSE BIBB	R.E.Q'D	REQUIRED
B.L.K.S.	BLOCKING	H.D.	HUB DRAIN	R	RISER
B.O.T.	BOTTOM	H.P.	HIGH POINT	R.O.	ROUGH OPENING
B.O.P.	BOTTOM OF PIPE	H.O.R.I.Z.	HORIZONTAL	R.D.	ROOF DRAIN
B.O.S.	BOTTOM OF STEEL	H.W.S.	HEADED WELDED STUD	SECT.	SECTION
B.L.D.G.	BUILDING	I.D.	INSIDE DIMENSION	SPEC.	SPECIFICATIONS
C.L.K.S.	CAULKING	I.E.	INVERT ELEVATION	SQ. FT.	SQUARE FEET
C.B.	CATCH BASIN	I.F.	INSIDE FACE	S.F. or "	SQUARE FEET
C.K.T.	CIRCUIT	I.G.	ISOLATED GROUND	S.P.T.	SPLICE POINT
CL	CENTER LINE	INSUL.	INSULATION	S.S.	STAINLESS STEEL
C.O.L.	COLUMN	I.P.	INTERMEDIATE POINT	STD.	STANDARD
C.O.N.C.	CONCRETE	J.T.	JOINT	STL.	STEEL
C.O.N.N.	CONNECTION	L.A.V.	LAVATORY	T	TREAD
C.M.U.	CONCRETE MASONRY UNIT	L.S.	LONG	TEMP.	TEMPERATURE
C.O.N.T.	CONTINUOUS	L.P.	LOW POINT	TH	THICK
C.J.	CONTRACTION JOINT	M.H.	MAN HOLE	T.O.F.	TOP OF FOOTING
C.O.N.T.R.	CONTRACTOR	M.H.	MOUNTING HEIGHT	T.O.S.	TOP OF STEEL
DIA. or "	DIAMETER	M.F.R.	MANUFACTURER	T.O.W.	TOP OF WALL
DIM.	DIMENSION	M.A.X.	MAXIMUM	TYP.	TYPICAL
D.N.	DOWN	M.E.C.H.	MECHANICAL	VERT.	VERTICAL
D.W.L.	DOWNSPOUT	M.O.	MASONRY OPENING	W.F.	WELDED WIRE FABRIC
D.S.	EACH FACE	M.T.L.	METAL	W	WIDTH
E.F.	ELEVATION	M.E.Z.Z.	MEZZANINE	W.C.	WATER CLOSET
EL.	ELEVATION	M.I.N.	MINIMUM	W.C.O.	WALL CLEANOUT
ELEV.	ELEVATION	M.I.S.C.	MISCELLANEOUS	W.P.	WORK POINT
E.M.C.	ELECTRIC WATER COOLER	N.I.C.	NOT IN CONTRACT	W.P.	WEATHERPROOF
EX.	EXISTING	N.L.	NIGHT LIGHT	U.N.	UNLESS NOTED OTHERWISE
EXIST.	EXISTING	N.T.S.	NOT TO SCALE	U.N.O.	UNLESS NOTED OTHERWISE
EXP. JT.	EXPANSION JOINT	N.O.	NUMBER	X.F.M.R.	TRANSFORMER
FACP	FIRE ALARM CONTROL PANEL	O.C.	ON CENTER		

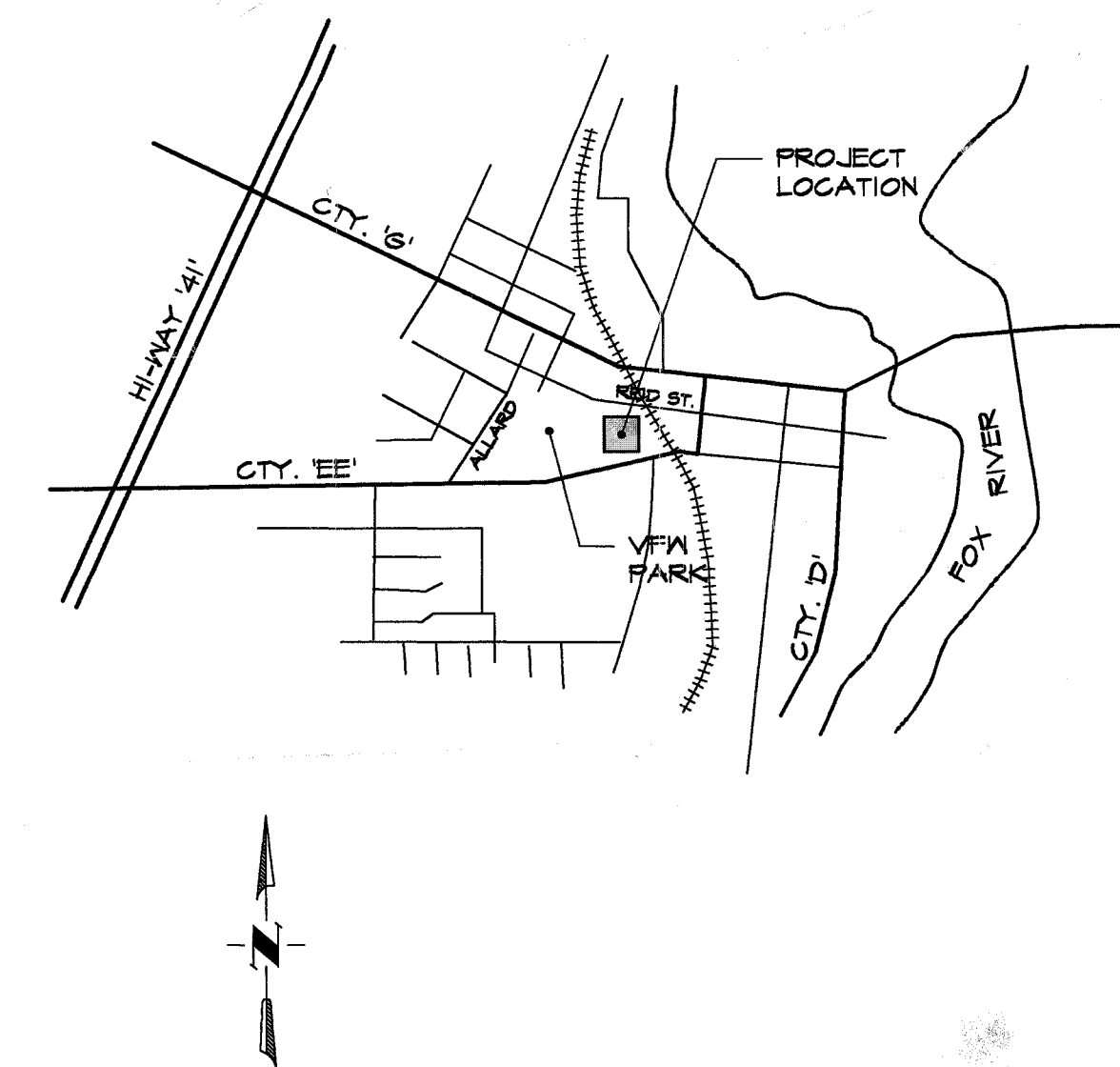
SYMBOLS

	NORTH ARROW		REVISION NUMBER
	EXISTING COLUMN GRID CENTERLINE		WINDOW NUMBER
	NEW COLUMN GRID CENTERLINE		WALL TYPE
	EXISTING ELEVATION REFERENCE		ACCESSIBLE PARKING INDICATOR
	NEW ELEVATION REFERENCE		DETAIL OR SECTION NUMBER
	SOIL BORING		SHEET ON WHICH DETAIL OR SECTION IS DRAWN
	ROOM NUMBER		SECTION CUT REFERENCE
	DOOR NUMBER		ELEVATION REFERENCE

MATERIALS

	ALUMINUM		CONC. MASONRY UNIT		ROUGH LUMBER
	ASPHALT		GLASS		PLYWOOD
	BRICK		GYP. BOARD		PRECAST CONCRETE
	COMPACTED FILL		BATT INSULATION		STEEL
	CONC. DRIVES, DRIVES, APRONS		RIGID INSULATION		UNDISTURBED SOIL
	POURED CONC. IN SECTION		FINISHED WOOD		

LOCATION MAP



CLASSIFICATION AND AREAS

OCCUPANCY CLASS

ILHR CHAPTER 55 - ASSEMBLY HALL

NUMBER OF STORIES

(2) STORIES

BUILDING AREA

FIRST FLOOR = 8,020 SQ. FT.
SECOND FLOOR = 8,020 SQ. FT.
GROSS TOTAL = 16,040 SQ. FT.

CONSTRUCTION CLASS

5B - EXTERIOR MASONRY UNPROTECTED
FULL FIRE SUPPRESSION SYSTEM (NFPA 13)

HEIGHT OF BUILDING

39'-0"

ISSUE RECORD

NO.	DATE	DESCRIPTION
1	1/12/99	ISSUED FOR BIDS

SHEETS ISSUED

TS1.1, C1.1, C1.2, C1.3, C2.1, L1.1, A1.1, A1.2, A1.3, A2.1, A2.2, A2.3, A3.1, A3.2, A4.1, A4.2, A4.3, A5.1, A5.2, A6.1, A7.1, A7.2, A8.1, A8.2, A8.3, A9.1, A9.2, S1.1, S2.1, S3.1, S3.2, S3.3, S3.4, S4.1, S5.1, P1.1, P1.2, P1.3, P2.1, P2.2, FPI.1, H1.1, H1.2, H1.3, H1.4, H1.5, H2.1, H3.1, E1.1, E1.2, E1.3, E1.4, E2.1, AND E4.1

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 99-30

Performa®
301 N. BROADWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115

TITLE SHEET

DATE
DRAWN
JOE N. M.
DATE
SCALE
1/12/99
NONI
TS1-
TS1.1
PROJECT
98108
REV.
1

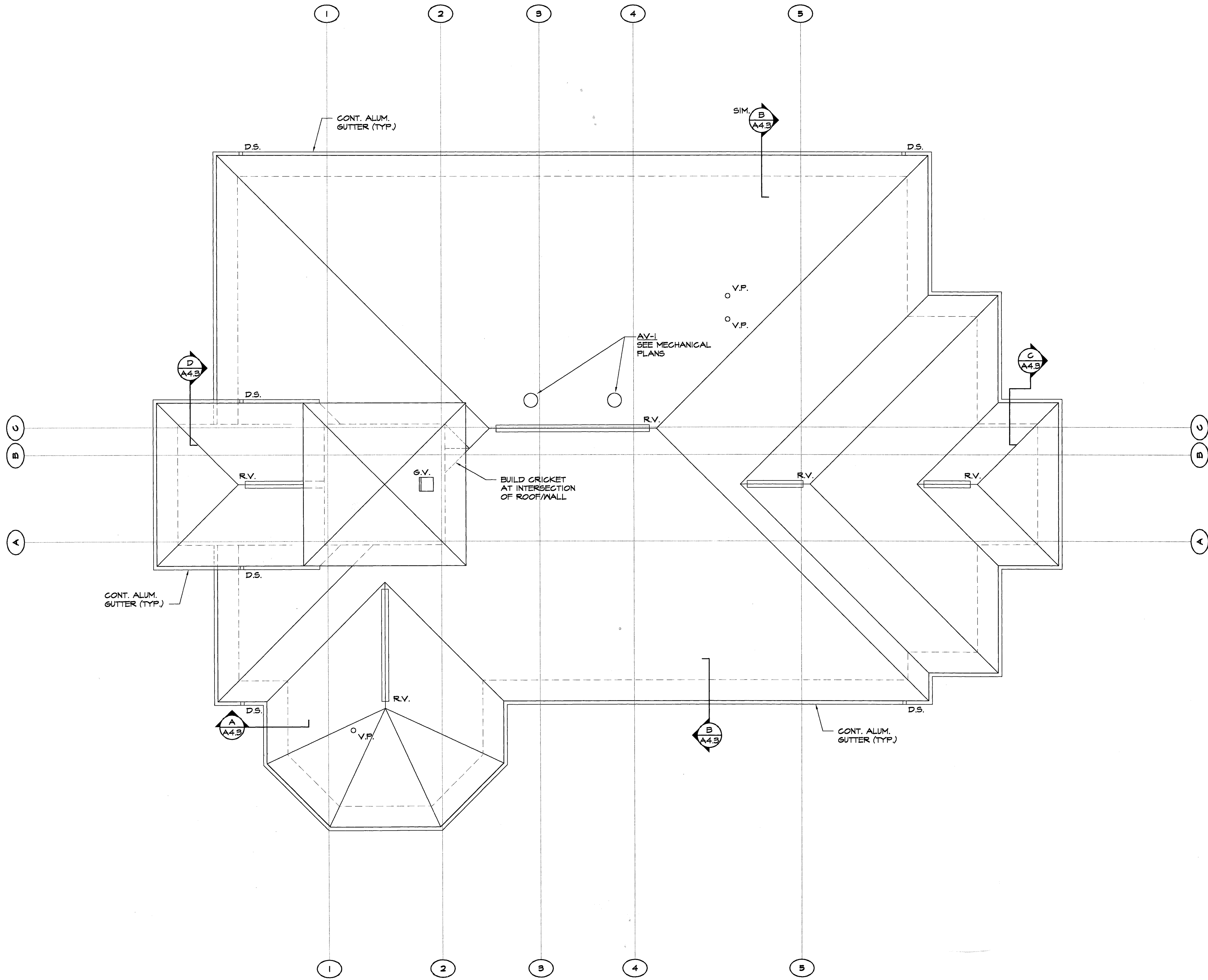
Packet Pg. 46

ROOF PLAN NOTES:

1. ROOF CONSTRUCTION TO BE AS FOLLOWS:
TRUSSES 24" O.C. - SEE STRUCTURAL
WOOD SHEATHING - SEE STRUCTURAL
FELT - SEE SPECS.
ASPHALT SHINGLES - SEE SPECS.
2. PROVIDE ICE AND WATER SHIELD AT PERIMETER OF ROOF - SEE SPECIFICATIONS

ROOF PLAN SYMBOLS:

- D.S. = DOWNSPOUT LOCATION
G.V. = GRAVITY VENT LOCATION
P.V. = POWERED VENTILATOR
R.V. = RIDGE VENT LOCATION
V.P. = PLUMBING VENT LOCATION



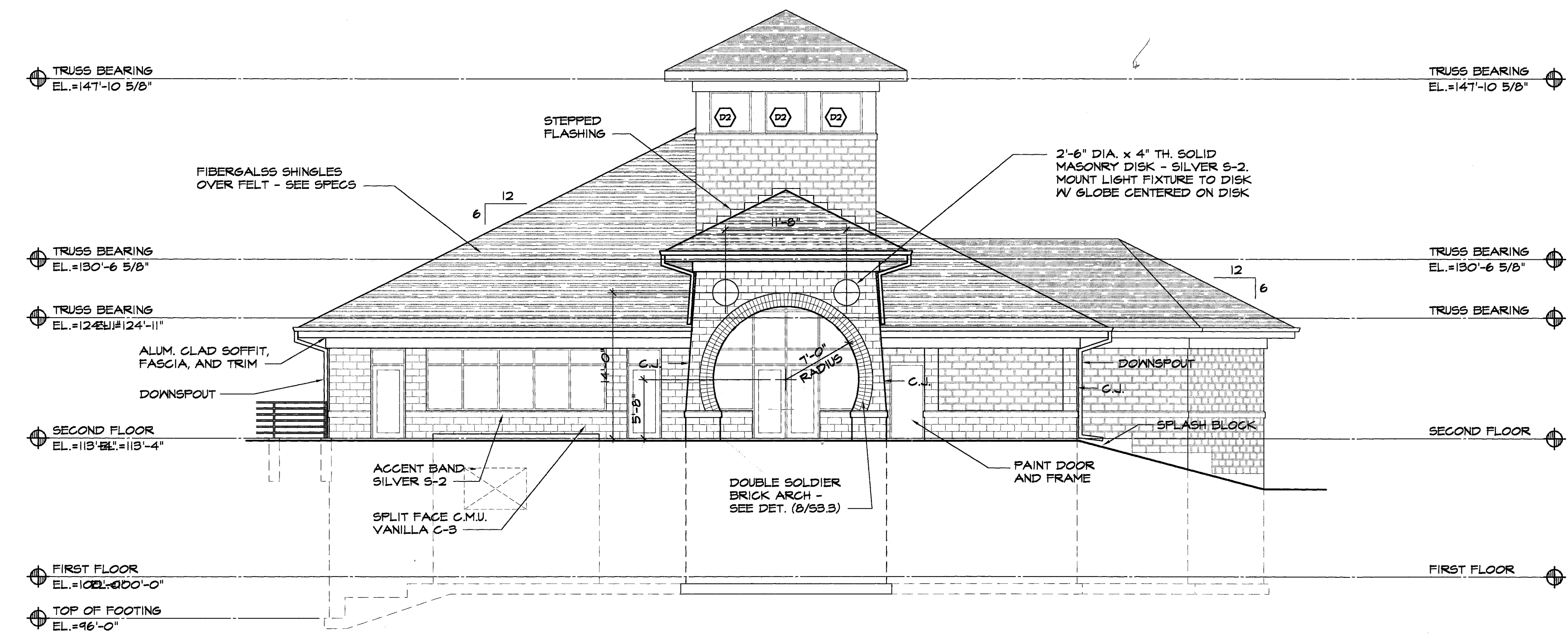
BUILDING ROOF PLAN
SCALE: 1/8" = 1'-0"

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 98-30
DE PERE

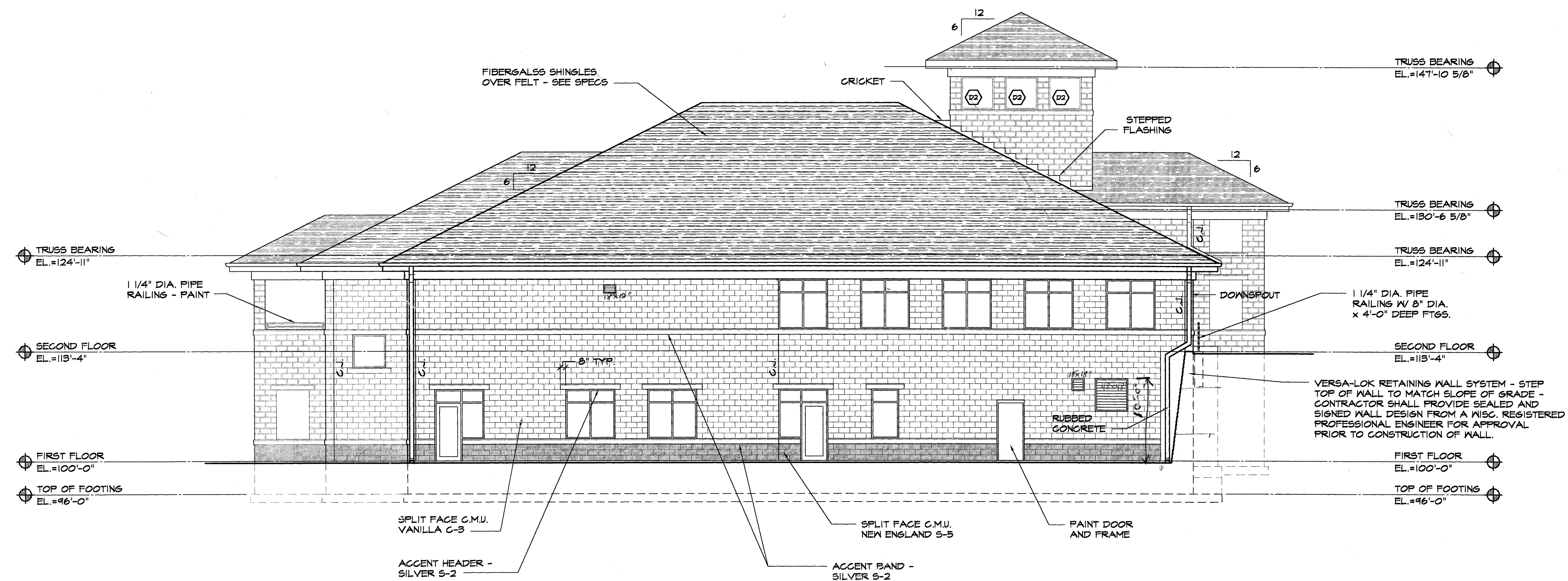
Performa
301 N. BROADWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115
920-339-9929 FAX 920-339-2859

BUILDING ROOF PLAN	
TITLE	
DRAWN	CHK'D
JOE N.	MJM
DATE	
1/12/99	
SCALE	
1/8"=1'-0"	
CAD FILE	
A1-3	
DRAWING No.	
A1.3	
PROJECT	REV.
98108	1

- BUILDING ELEVATION NOTES:**
1. SPLIT FACE C.M.U. AND BANDING COLOR DESIGNATIONS ARE BASED UPON BEND INDUSTRIES ARCHITECTURAL BLOCK COLORS - COLORS BY OTHER MANUFACTURERS SHALL MATCH WITH NO ADDITIONAL CHARGES AFTER THE BID PERIOD
 2. ALL EXTERIOR MASONRY SHALL BE SEALED - SEE MASONRY SPECIFICATIONS
 3. FOR WINDOWS NOT DESIGNATED ON ELEVATIONS - SEE FLOOR PLAN SHEETS A1.1 AND A1.2 AND ELEVATIONS ON SHEET A6.1



WEST ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 99-00
DE PERE

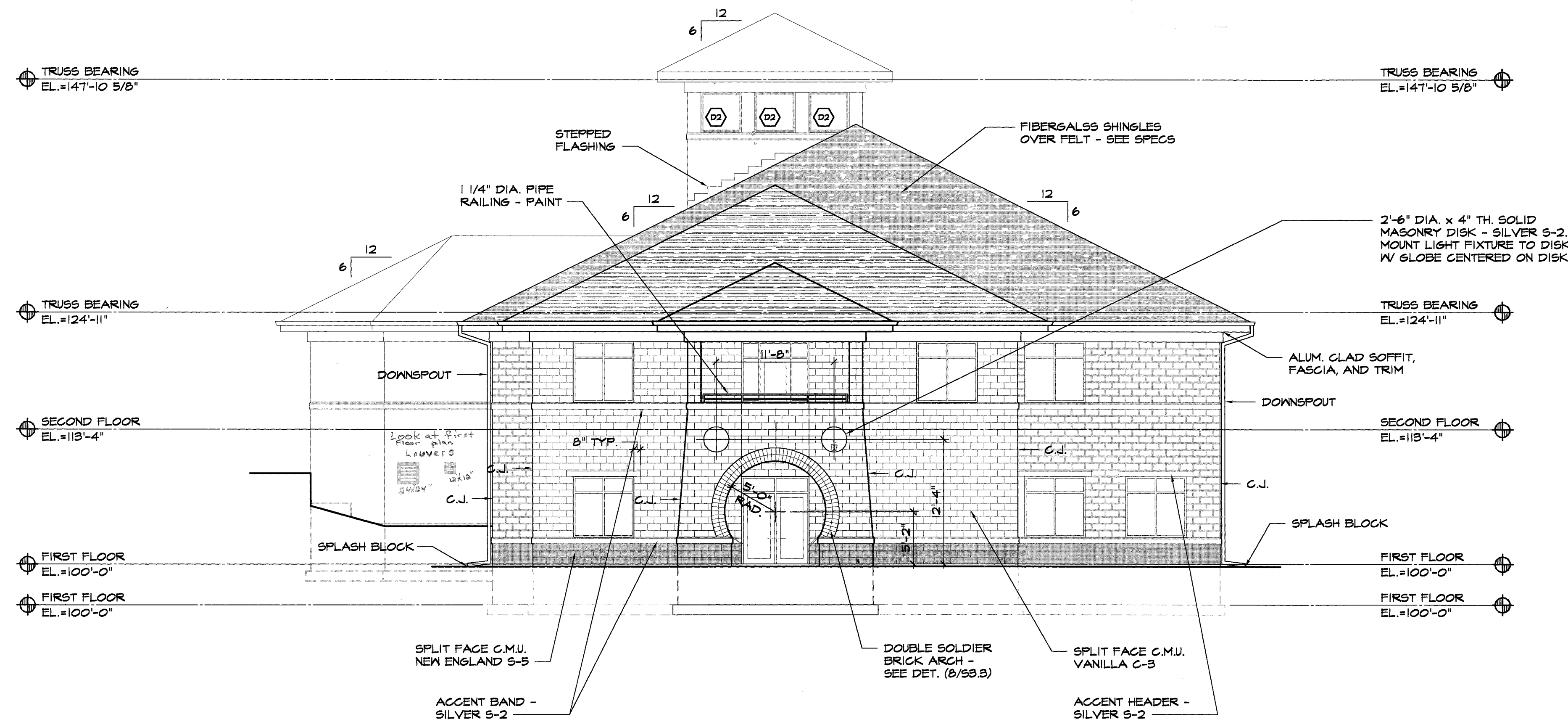
Performa
301 N. BROWNWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115
920-335-9929 FAX 920-335-2899

BUILDING ELEVATIONS	
TITLE	
DRAWN	JOE N. MJM
DATE	1/12/99
SCALE	1/8"=1'-0"
CAD FILE	A3-1
DRAWING No.	A3.1
PROJECT	981
REV.	

Attachment: VFW Park Community Center Roofing (9131 : Reso #20-10 GRAEF Consultant Agreement-CC Roof/Insulation Investigation & Construction Mgmt)

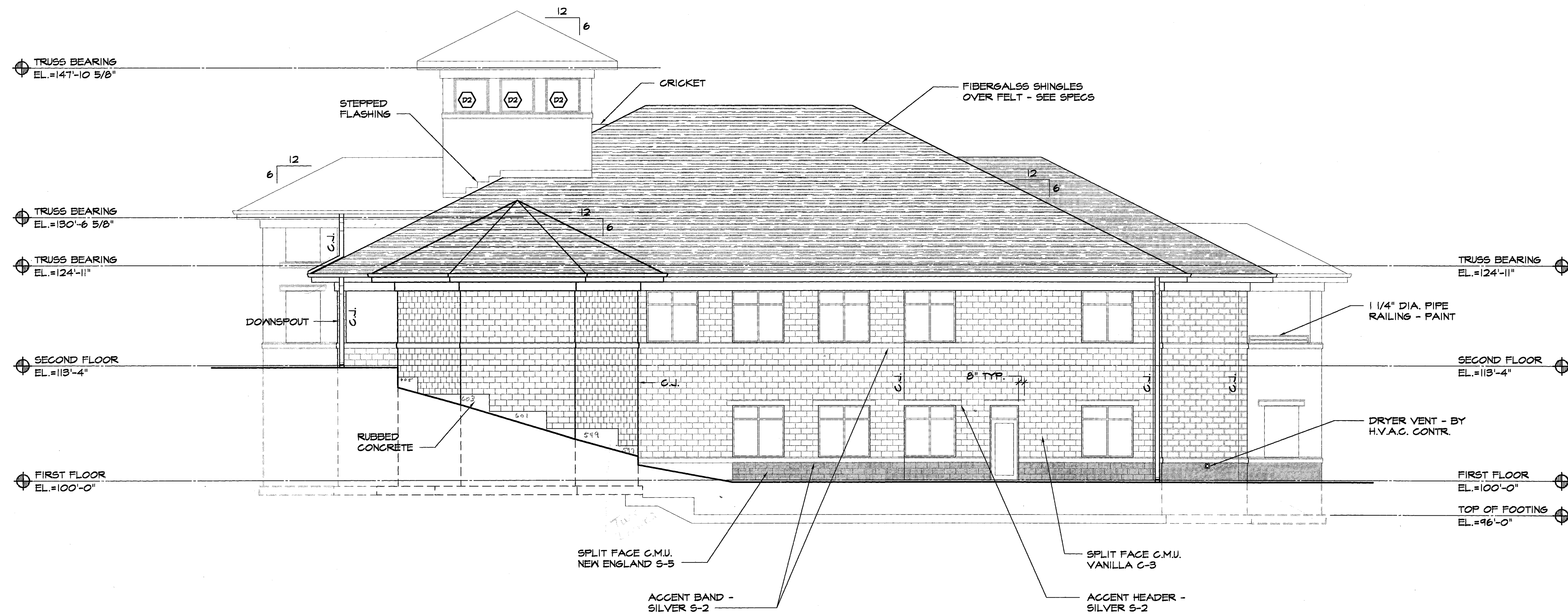
BUILDING ELEVATION NOTES:

1. SPLIT FACE C.M.U. AND BANDING COLOR DESIGNATIONS ARE BASED UPON BEND INDUSTRIES ARCHITECTURAL BLOCK COLORS - COLORS BY OTHER MANUFACTURERS SHALL MATCH WITH NO ADDITIONAL CHARGES AFTER THE BID PERIOD
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3. FOR WINDOWS NOT DESIGNATED ON ELEVATIONS - SEE FLOOR PLAN SHEETS A1.1 AND A1.2 AND ELEVATIONS ON SHEET A6.1



EAST ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

DE PERE COMMUNITY CENTER AT VFW PARK

CITY OF DE PERE

CITY OF DE PERE PROJECT NO. 98-30

DE PERE

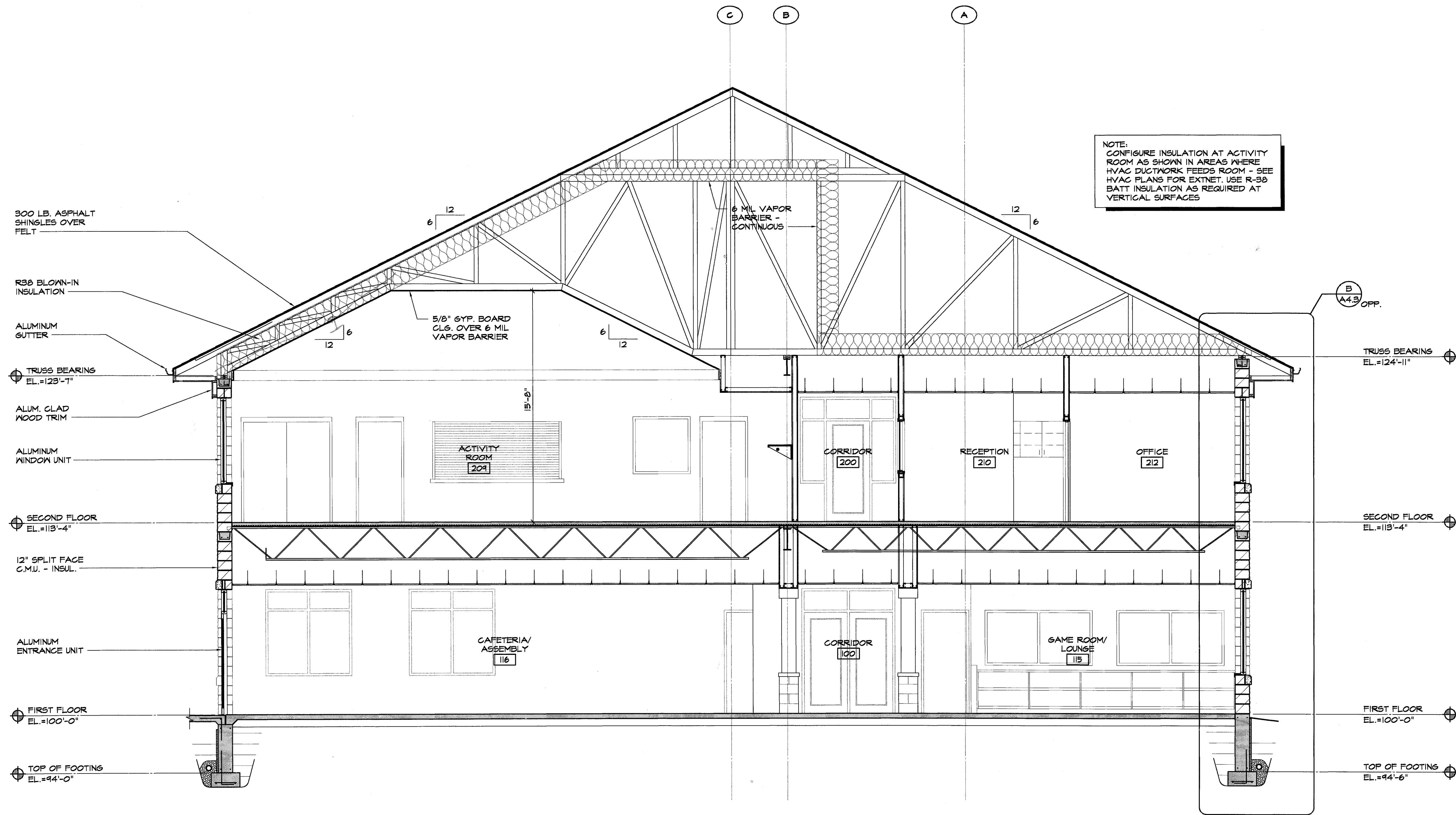
Performa

301 N. BROADWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115
920-235-8925 FAX 920-235-2889

Attachment: VFW Park Community Center Roofing (9131 : Reso #20-10 GRAEF Consultant Agreement-CC Roof/Insulation Investigation & Construction Mgmt)

BUILDING ELEVATIONS

TITLE	CHK'D
DRAWN	JOE N. MJM
DATE	1/12/99
SCALE	1/8"=1'-0"
CAD FILE	A3--2
DRAWING No.	A3.2
PROJECT	REV.
981	



A
A4.1 **BUILDING CROSS SECTION**
SCALE: 1/4" = 1'-0"

NO.		BY		DATE		REVISIONS	
1		PRF		1/12/99		ISSUED FOR BIDS	

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 99-30
DE PERE

Performa
300 N. PROSPECT, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54155
PHONE: 920.909.6400 FAX: 920.924.7960
Attachment: VFW Park Community Center Roofing (9131 : Reso #20-10 GRAEF Consultant Agreement-CC Roof/Insulation Investigation & Construction Mgmt)

WISCONSIN

TITLE	
BUILDING CROSS SECTION	

DRAWN		CHK'D	
JOE N.		MJA	
DATE		1/12/99	
SCALE		NONE	
CNO FILE		A4-	
DRAWING No.		A4.1	
PROJECT		REV.	
98108		1	

Packet Pg. 50

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRF	1/2/99

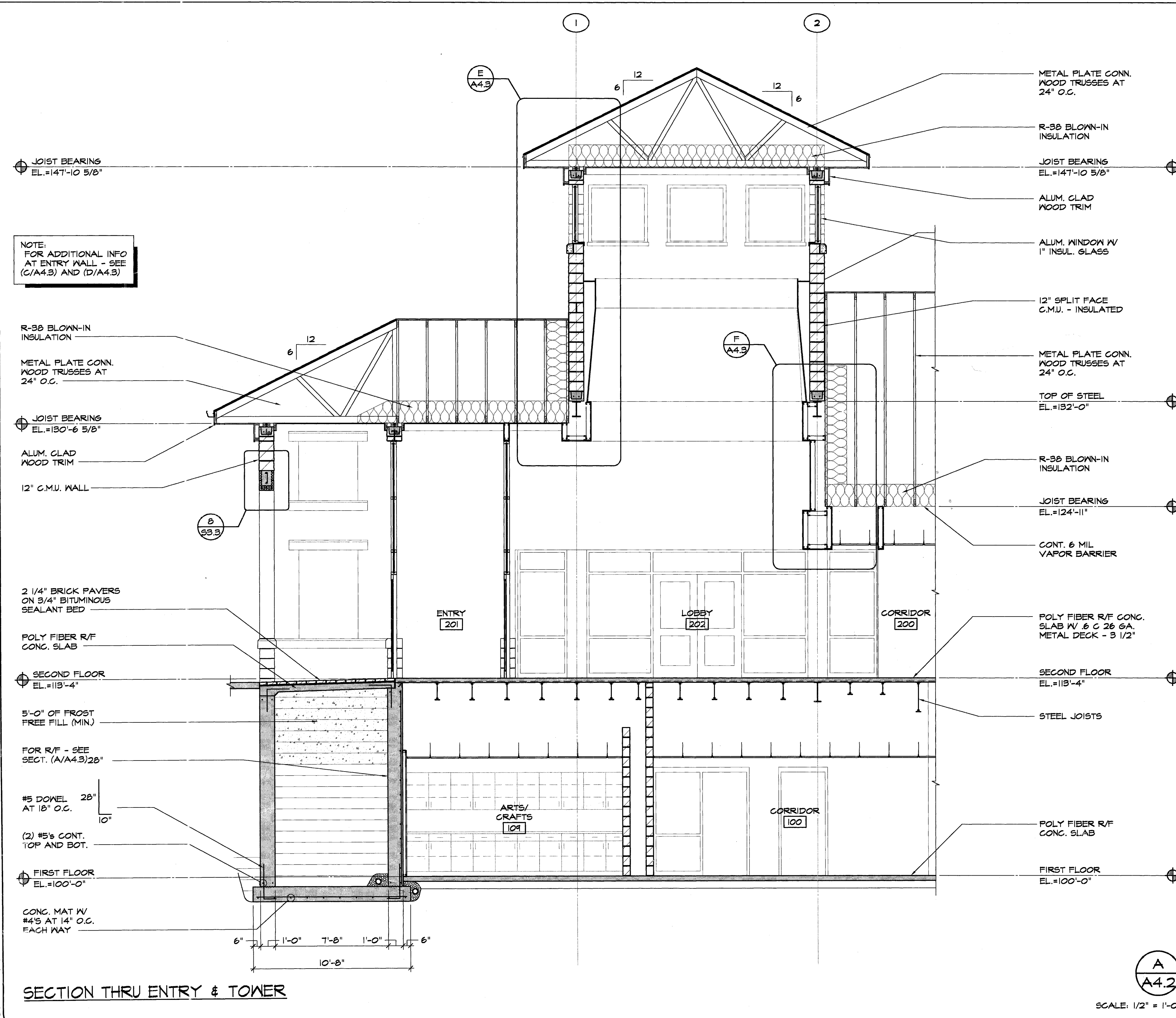
DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 99-00
DE PERE

Performa
301 N. BROADWAY, SUITE 210 P.O. BOX 5158
DE PERE, WISCONSIN 54115
920-336-9925 FAX 920-336-2899

SECTION THRU ENTRY AND
TOWER AND SECTION THRU
ELEVATOR

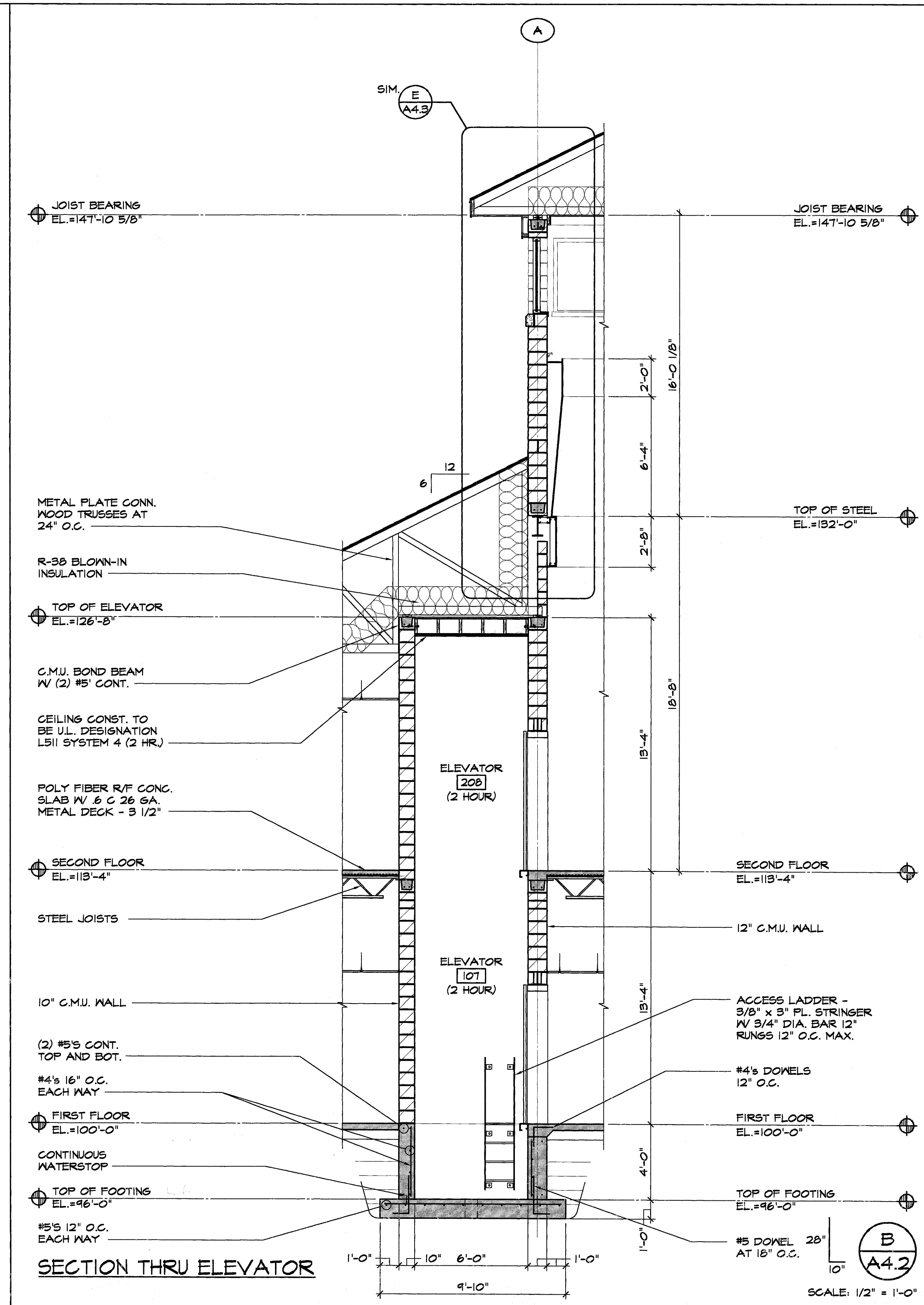
DRAWN	CHK'D
JOE N.	MAJ
DATE	1/12/99
SCALE	1/4"=1'-0"
CAD FILE	A4-2
DRAWING NO.	A4.2
PROJECT	981
REV.	1

1/12/99
PLOTTED 1/2/99
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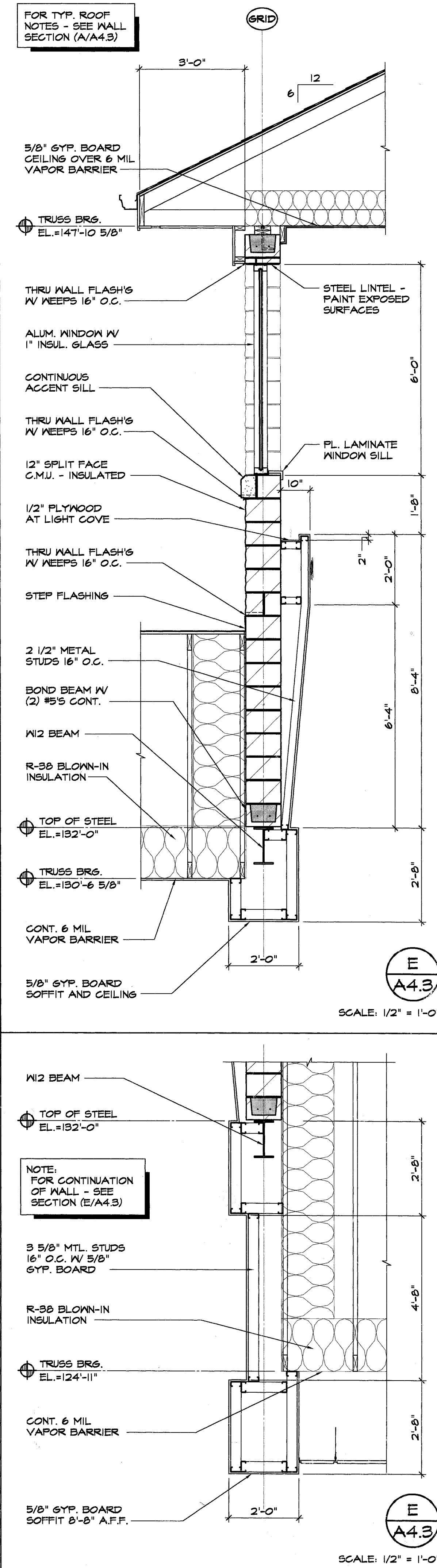
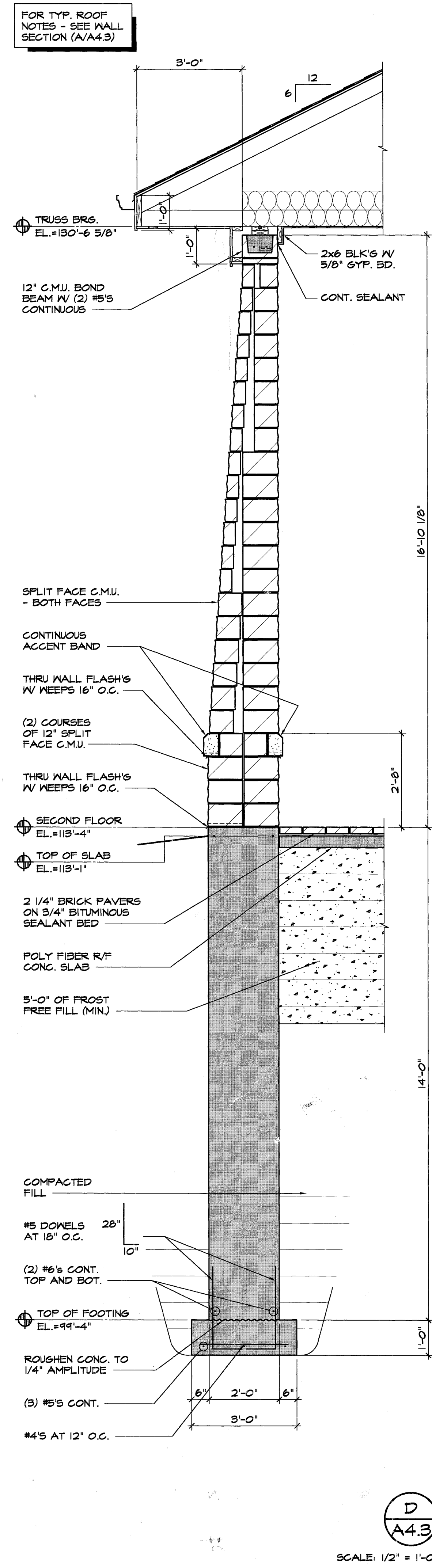
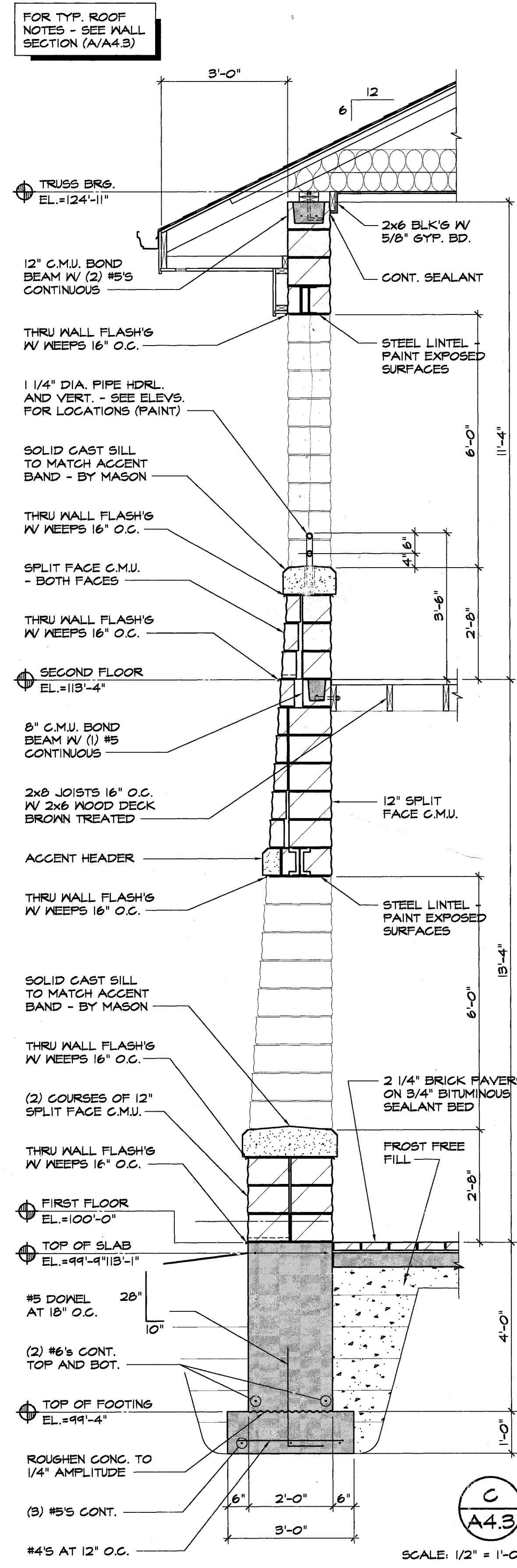
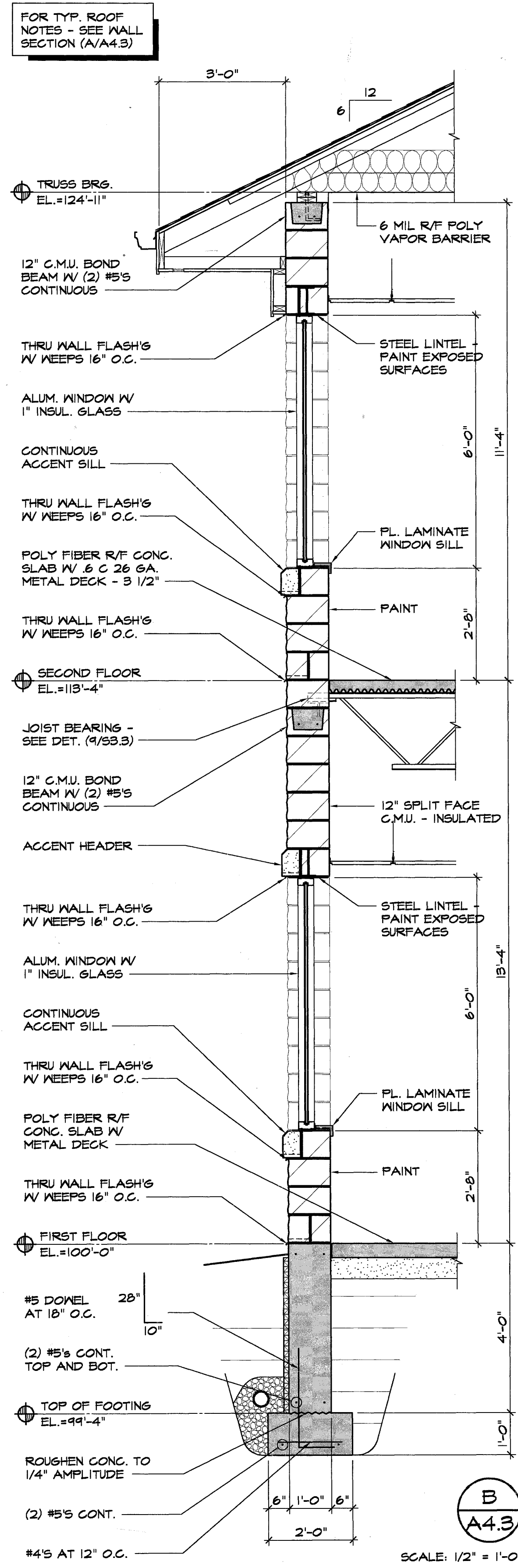
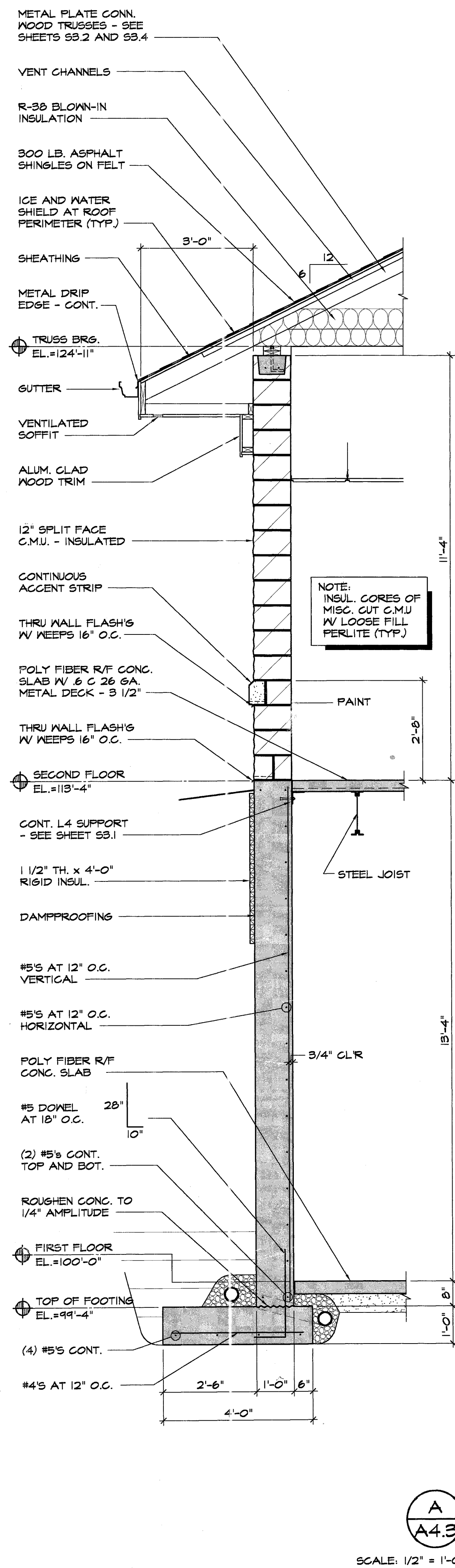
A
A4.2

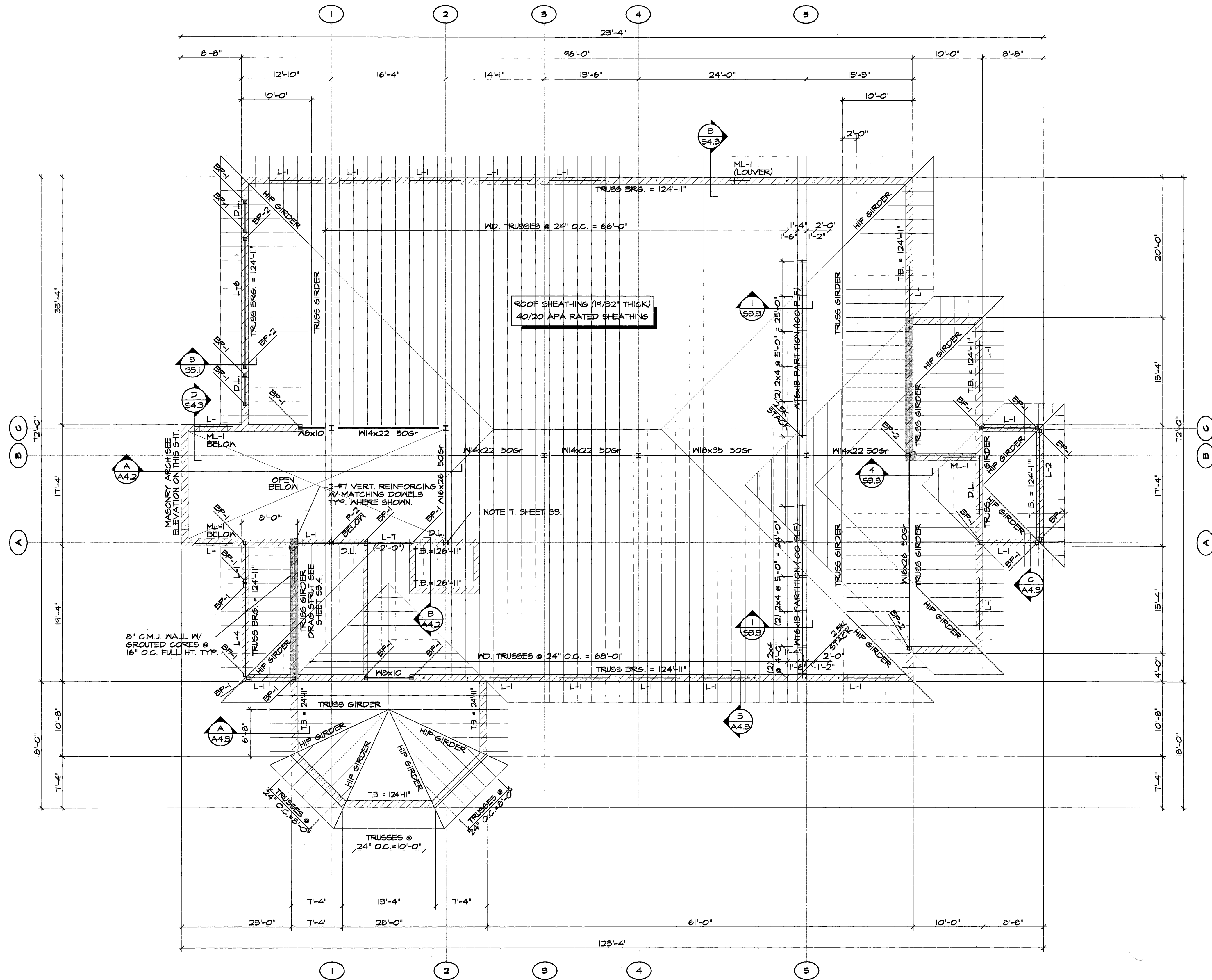
SCALE: 1/2" = 1'-0"



B
A4.2

SCALE: 1/2" = 1'-0"





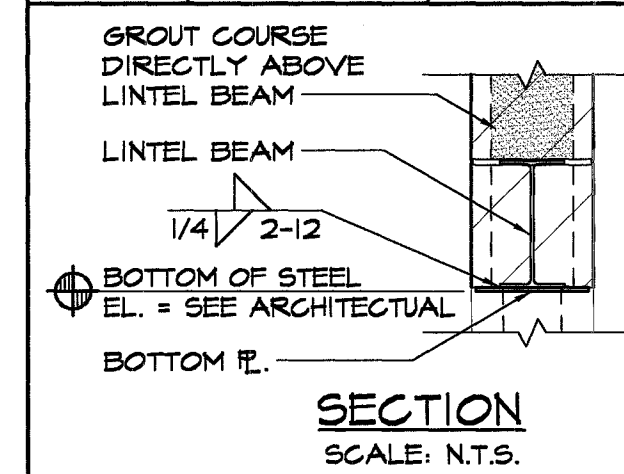
ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0"

T.O.S. EL.=124'-8" (U.N.O.)

WINDOW & LOUVER LINTEL SCHEDULE

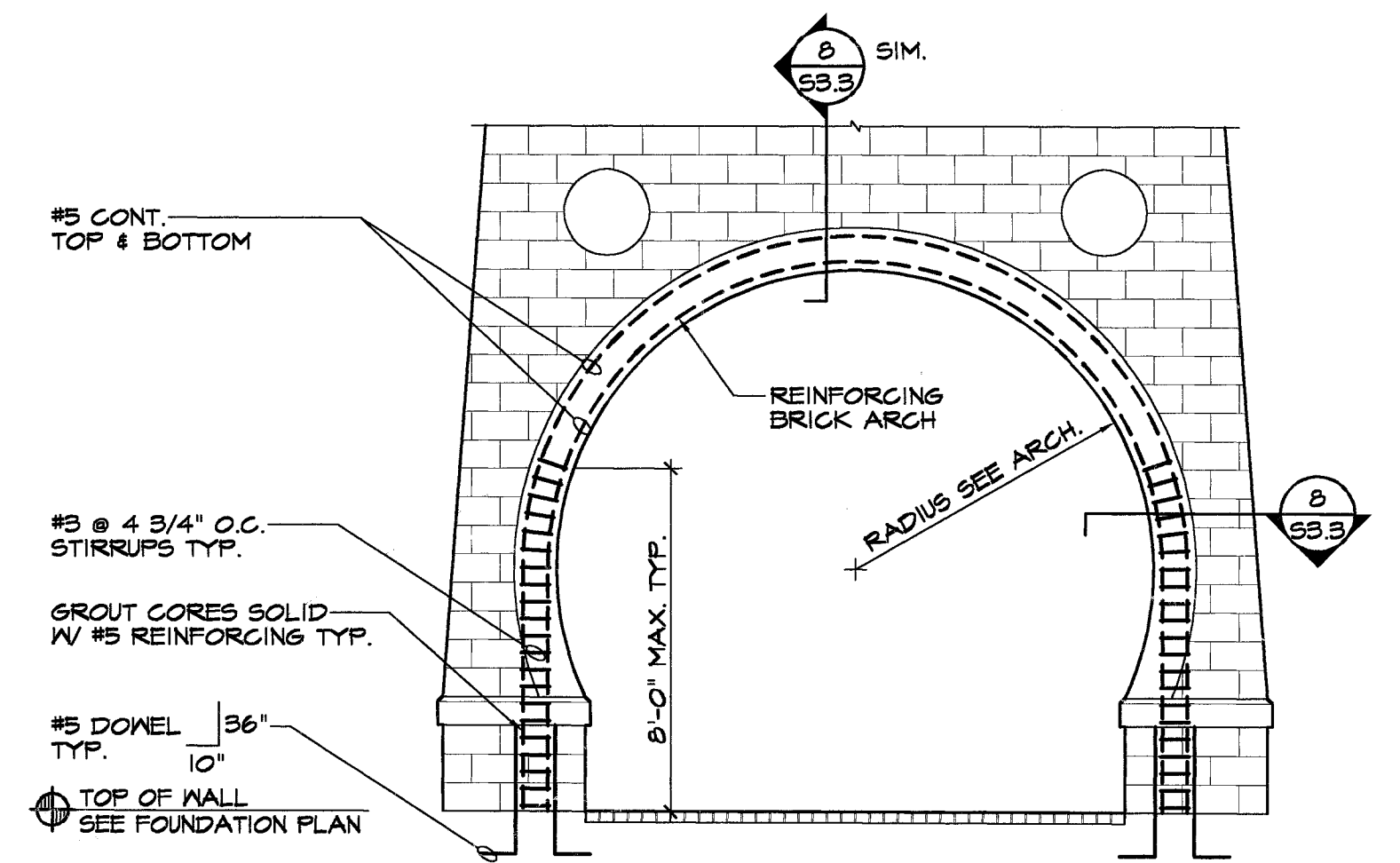
MARK	SIZE	BOTTOM E.	REMARKS
L-1	W8x10	1/4" x 11" E.	-
L-2	W8x15	1/4" x 11" E.	-
L-3	W8x15	1/4" x 11" E.	-
L-4	W8x18	1/4" x 11" E.	-
L-5	W8x10	1/4" x 23" E.	-
L-6	W6x26(Gr.50)	1/4" x 11" E.	-
L-7	W8x10	1/4" x 7" E.	-
ML-1	8x12 C.M.U.	2 - #5	-



- FOR ALL DOOR LINTELS (D.L.) SEE DOOR SCHEDULE ON SHEET A2.2
- FOR ALL WINDOW AND LOUVER LINTELS IN NON-LOAD BEARING C.M.U. WALLS USE A BOND BEAM WITH (1) - #5 CONT.
- FOR BEARING PLATE INFO. SEE BEAM AND JOIST BEARING PLATE SCHEDULE SHEET S4.1

ROOF FRAMING PLAN NOTES:

- METAL PLATE WOOD TRUSS DESIGNER TO LOCATE TRUSS GIRDERS AS INDICATED.
- SEE SHEET S3.4 FOR WALL TOP PLATE ANCHOR SIZE AND SPACING, TRUSS ANCHORING CLIPS, SPECIAL DRAG-STRUT TRUSS DIAGRAM AND DETAILS.
- SEE SHEET S3.4 FOR ROOF SHEATHING ORIENTATION AND FASTENING INFORMATION.
- ALL WOOD FRAMING CLIP NOMENCLATURE IS ACCORDING TO SIMPSON STRONG-TIE, SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY ENGINEER.
- PLEASE REVIEW ALL ARCHITECTURAL SECTION CUTS SHOWN FOR ADDITIONAL STRUCTURAL INFORMATION.



MASONRY ARCH ELEVATION

SCALE: 1/4" = 1'-0"

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 98-30

Performa
301 N. BROADWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54155

BUILDING ROOF FRAMING
PLAN

TITLE
DRAWN TK
DATE 1/12/99
SCALE 1/8"=1'-0"
CAD FILE S3-
DRAWING No. S3.2

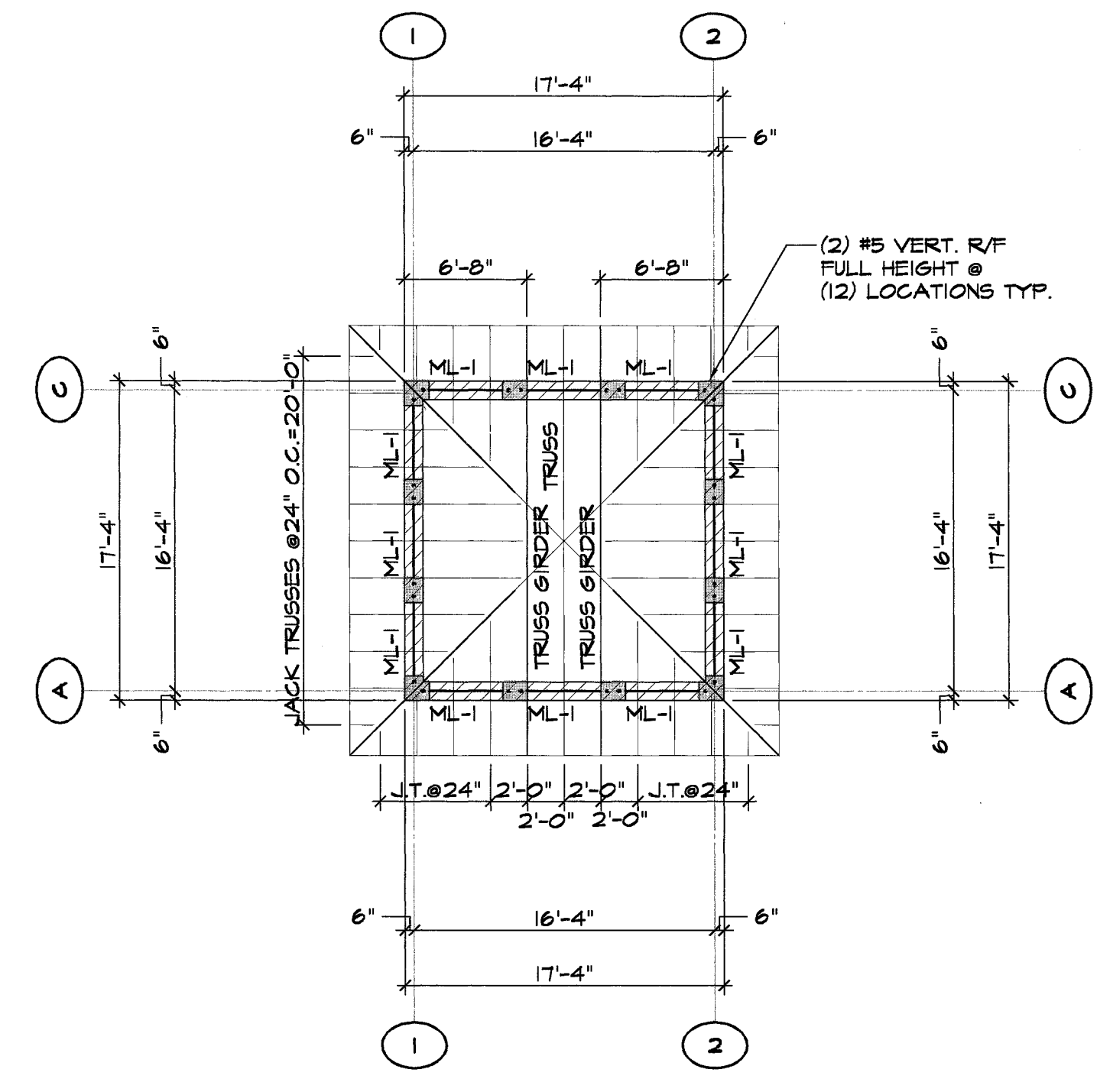
PROJECT 98108
REV. 1

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRF	1/12/99

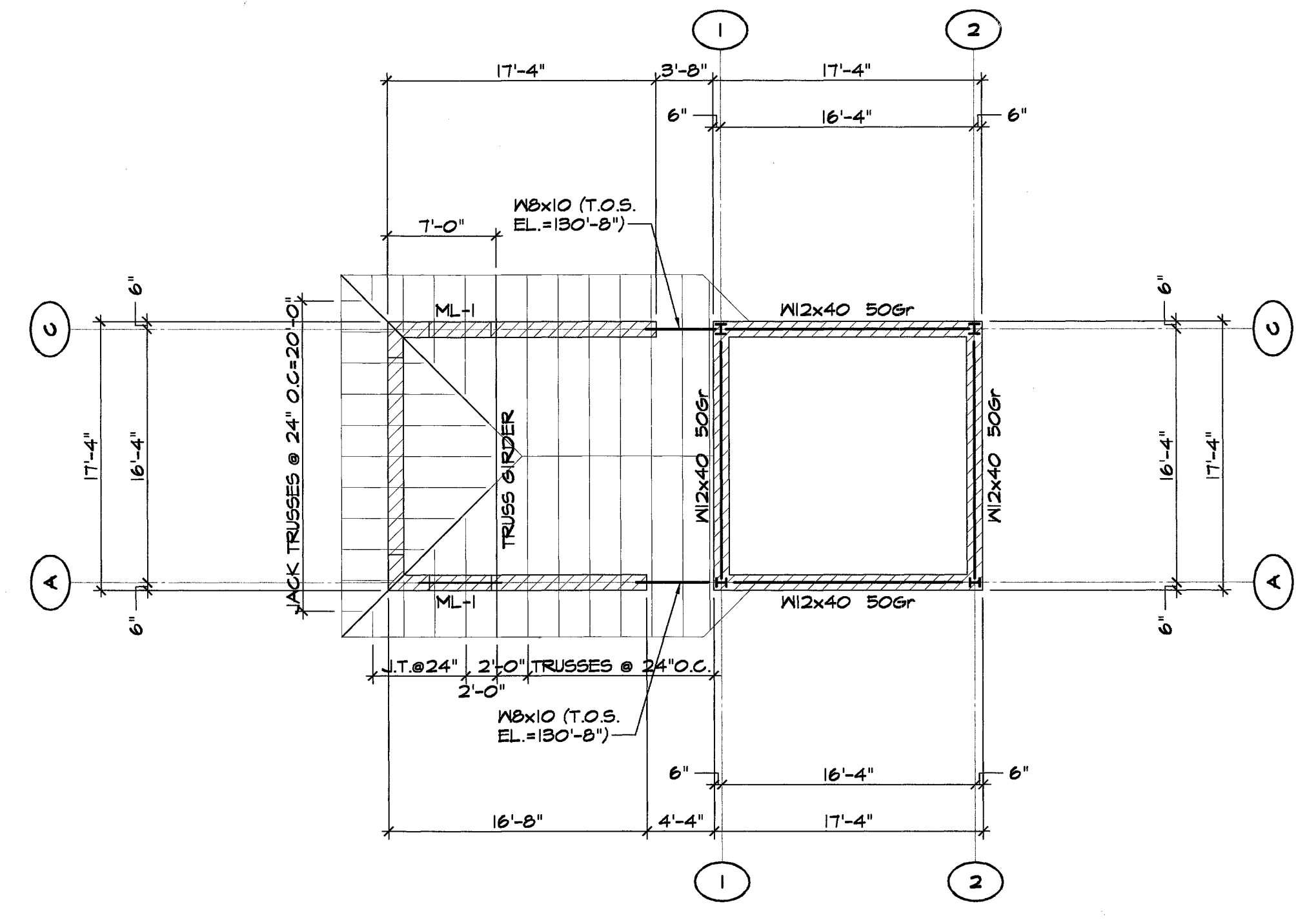
DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 98-30
DE PERE
WISCONSIN

Performa
301 N. BROWN ST. SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115
9201-VFW-0000 24K 0701-108-0000
Attachment: VFW Park Community Center Roofing (9131 : Reso #20-10 GRAEF Consultant Agreement-CC Roof/Insulation Investigation & Construction Mgmt)

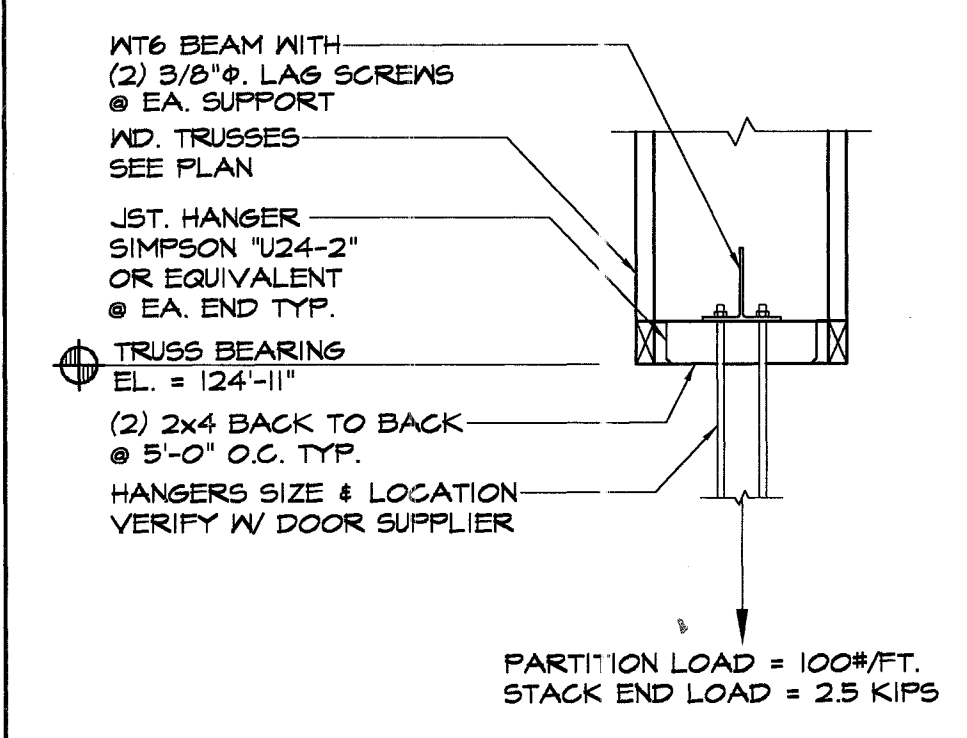
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TOWER SUPPORT AND TOWER ROOF FRAMING PLANS AND STRUCTURAL DETAILS	TK	JW
DATE	1/12/99	
SCALE	1/8"=1'-0"	
CAD FILE	S3.3	
DRAWING No.	S3.3	
PROJECT	98108	
REV.	1	



TOWER ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0" TRUSS BRG. EL. = 147'-10 5/8"

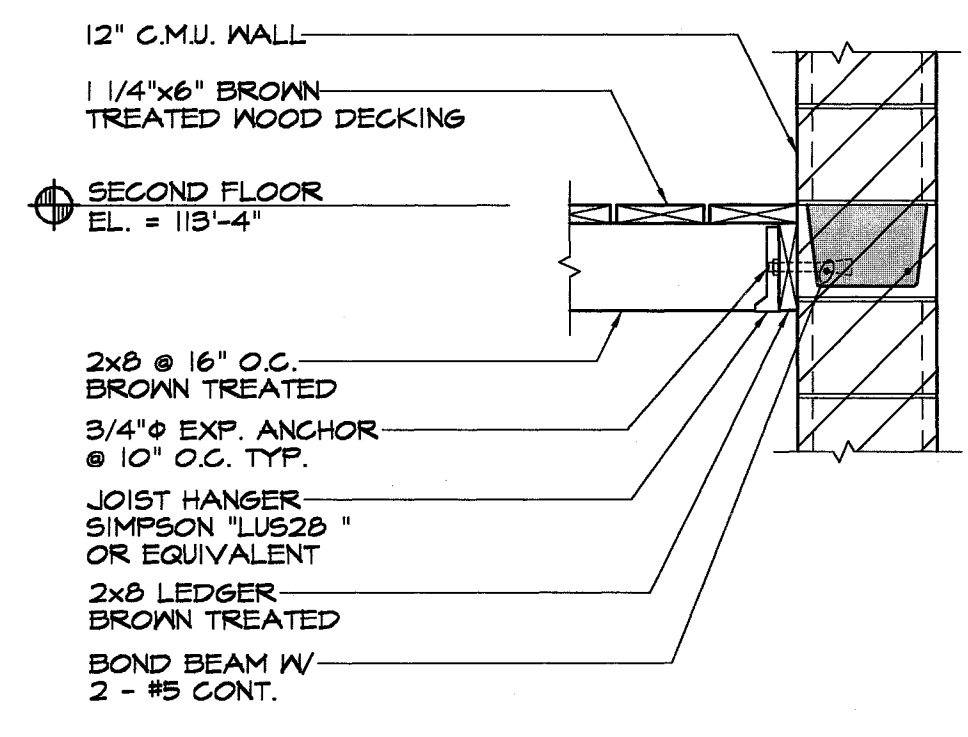


TOWER SUPPT FRAMING PLAN
SCALE: 1/8" = 1'-0" T.O.S. EL. = 132'-0" (U.N.O.)
TRUSS BRG. EL. = 130'-6 5/8" (U.N.O.)

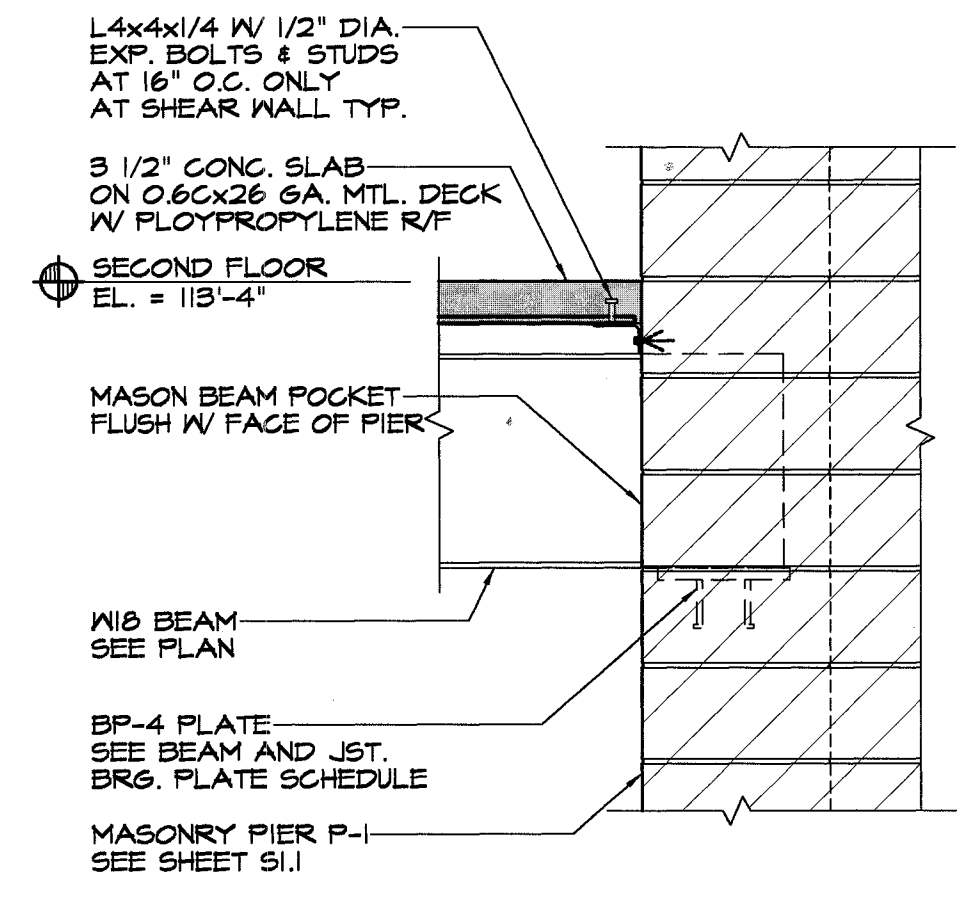


HANGING PARTITION SUPPORT DETAIL

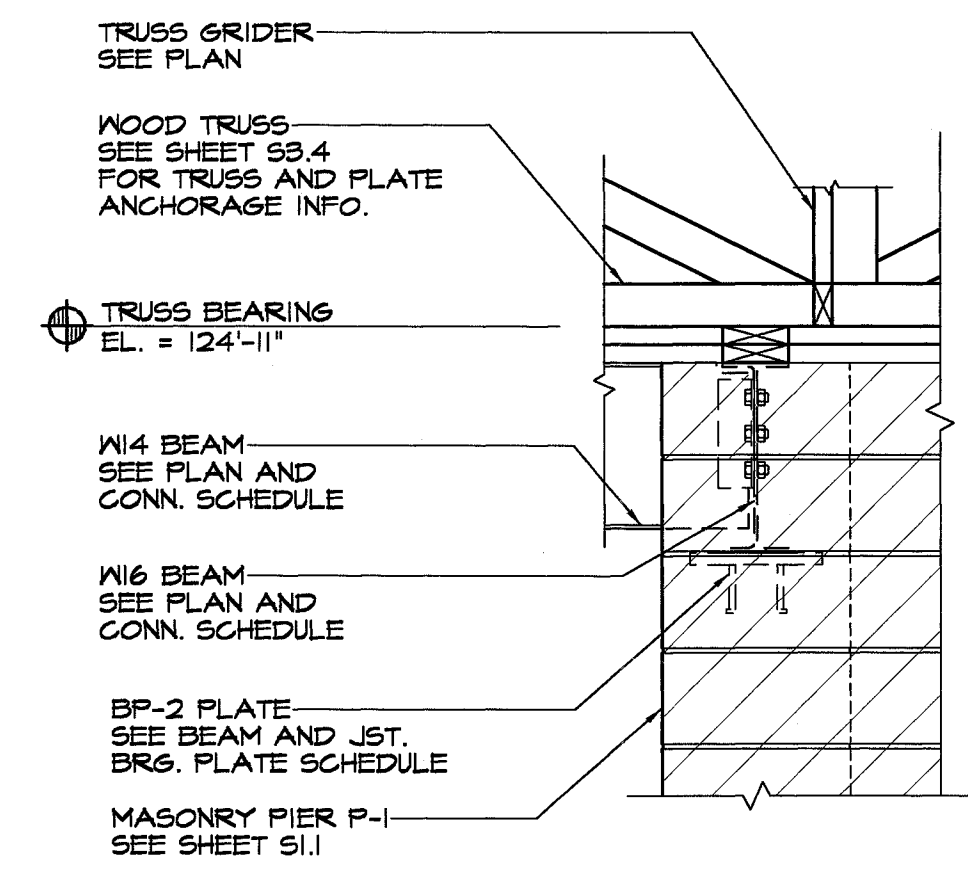
1
S3.3
SCALE: 3/4" = 1'-0"



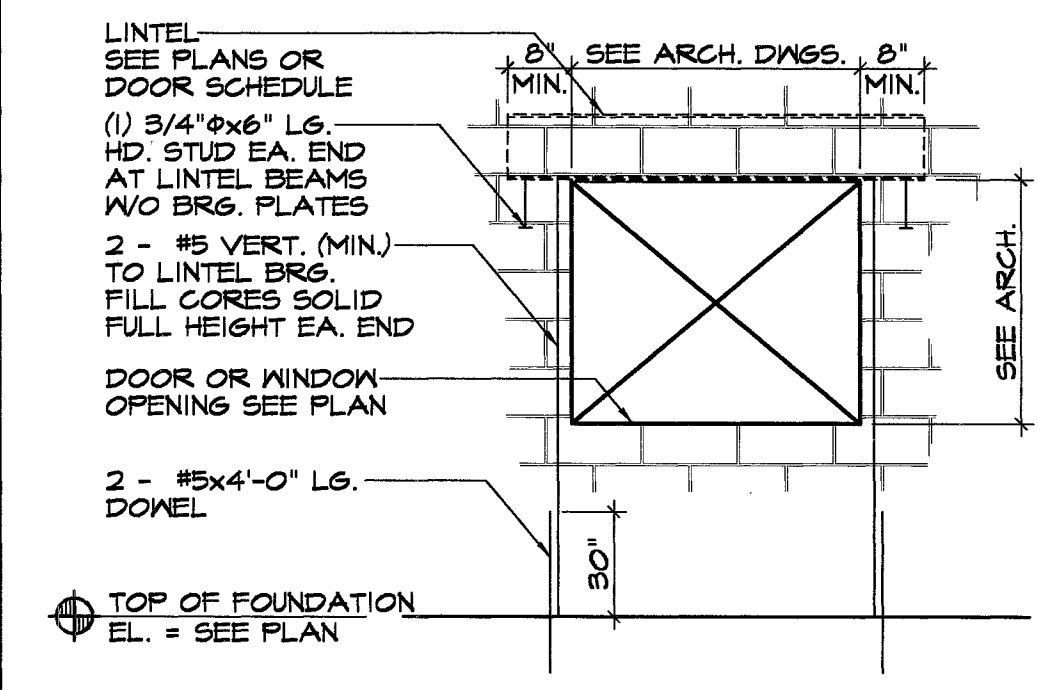
2
S3.3
SCALE: 3/4" = 1'-0"



3
S3.3
SCALE: 3/4" = 1'-0"



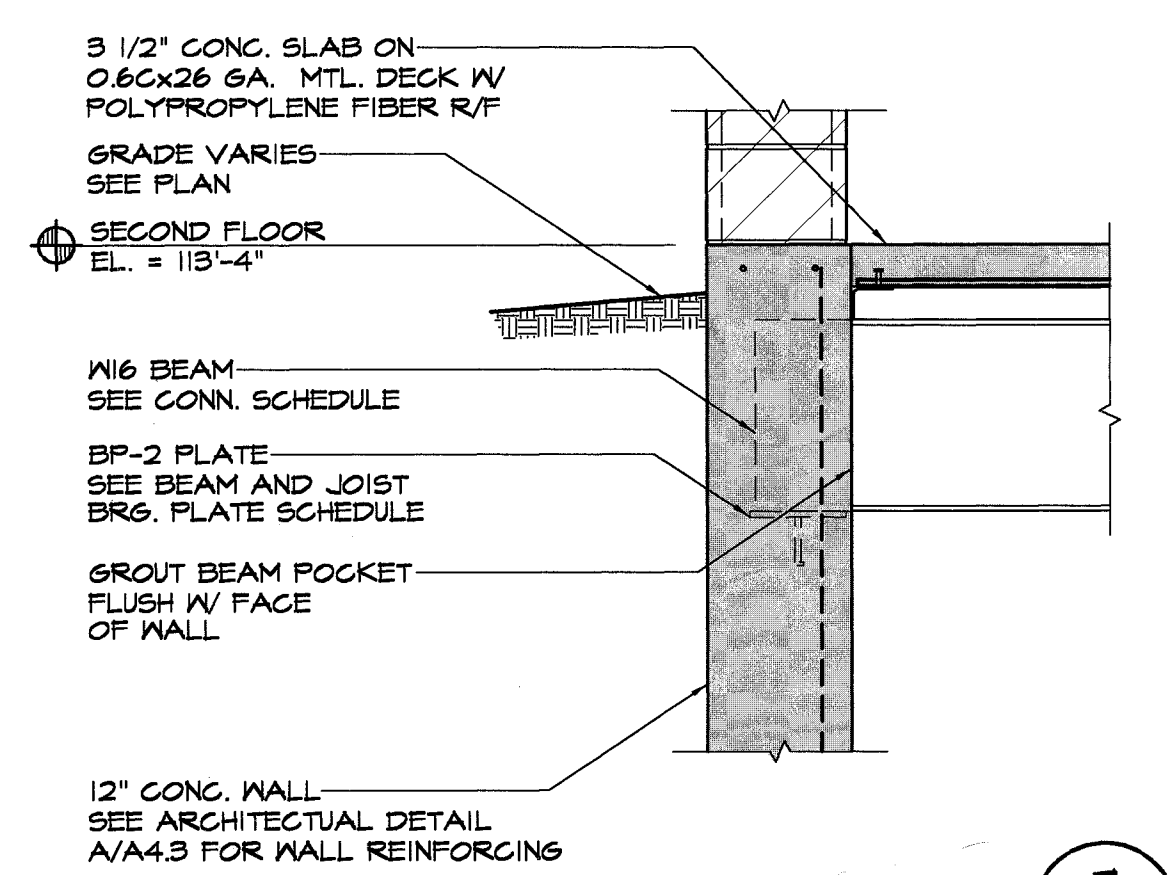
4
S3.3
SCALE: 3/4" = 1'-0"



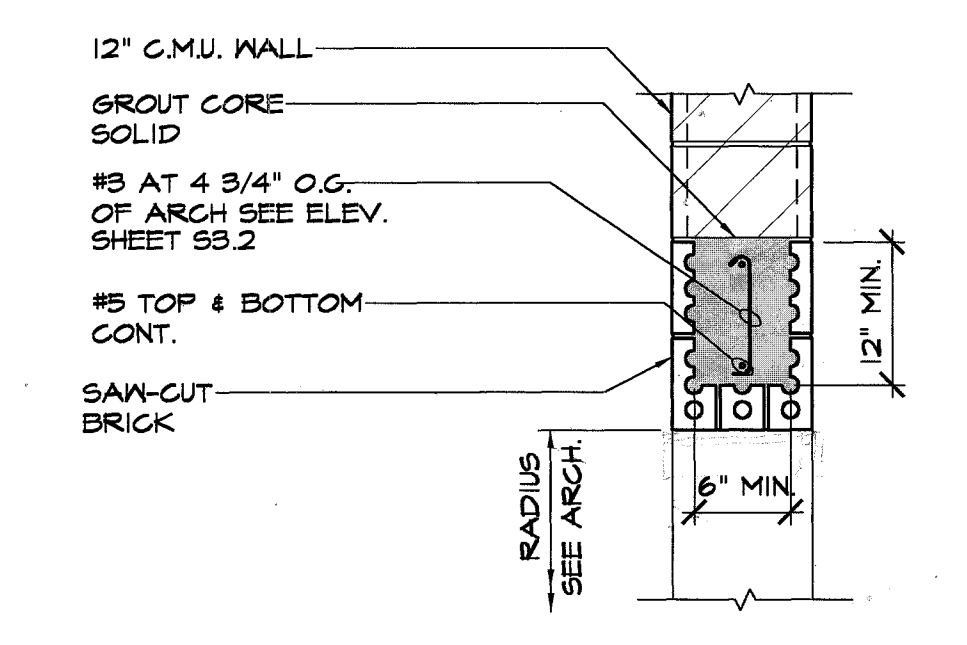
5
S3.3
NOT TO SCALE

NOT USED

6
S3.3
SCALE: 3/4" = 1'-0"

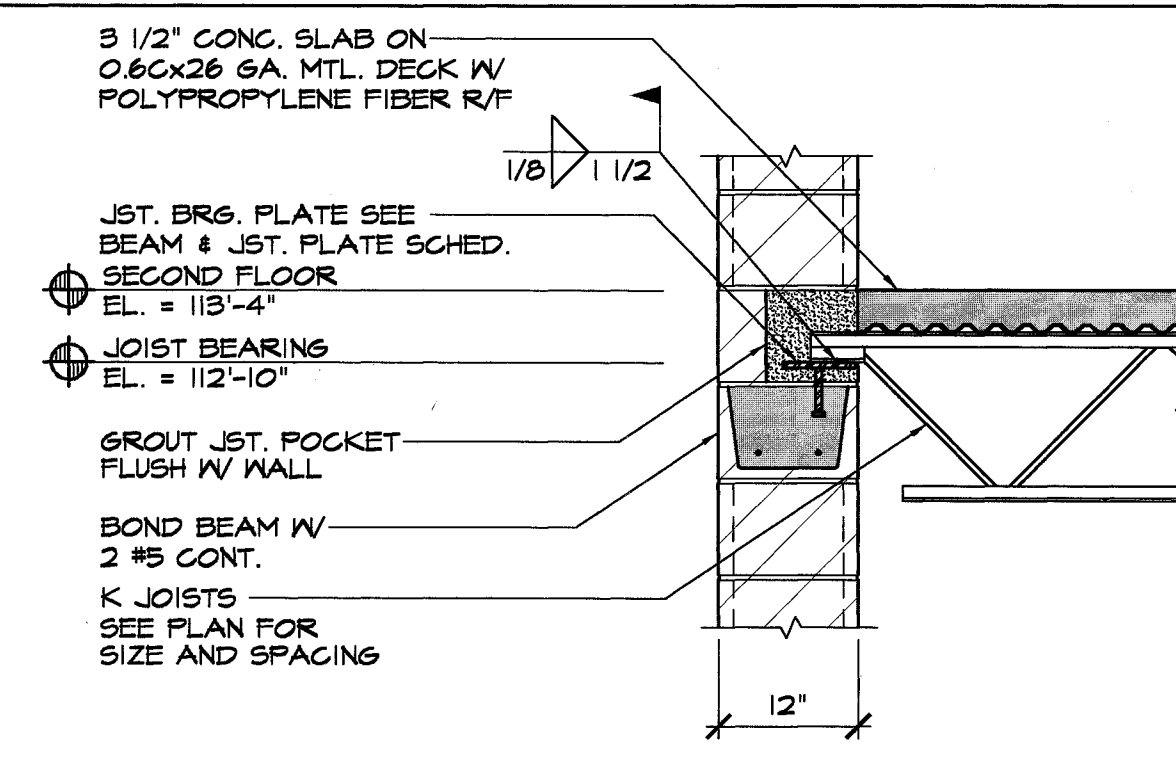


7
S3.3
SCALE: 3/4" = 1'-0"



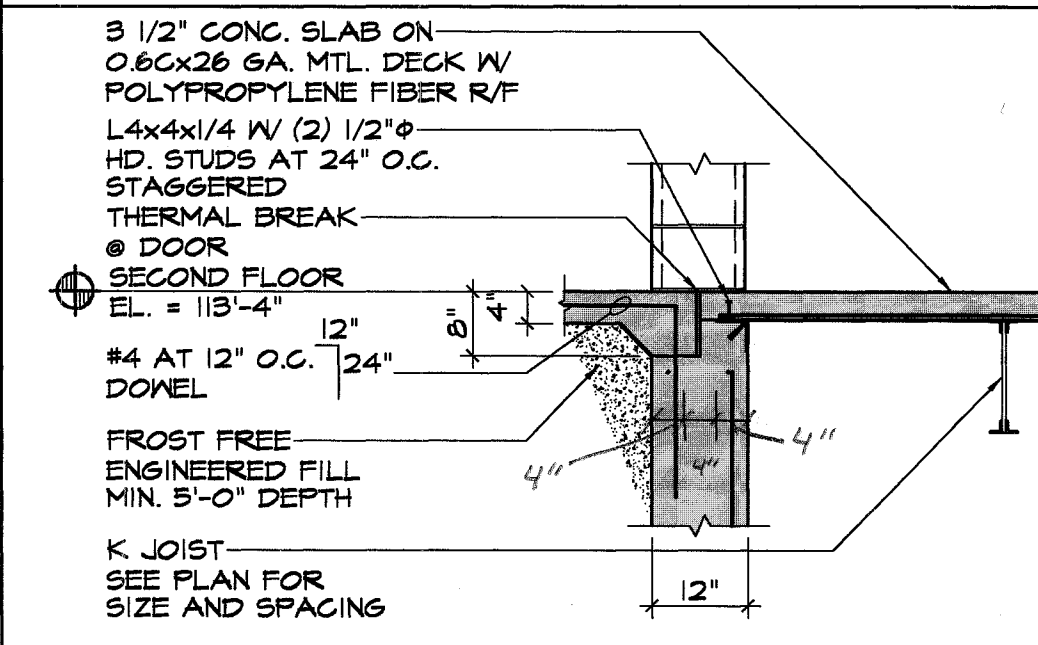
REINFORCING FOR BRICK ARCH

8
S3.3
SCALE: 3/4" = 1'-0"



TYPICAL JOIST BEARING AT C.M.U. WALL

9
S3.3
SCALE: 3/4" = 1'-0"



DECK BEARING DETAIL AT THRESHOLD - T.O.W.

10
S3.3
SCALE: 1/2" = 1'-0"

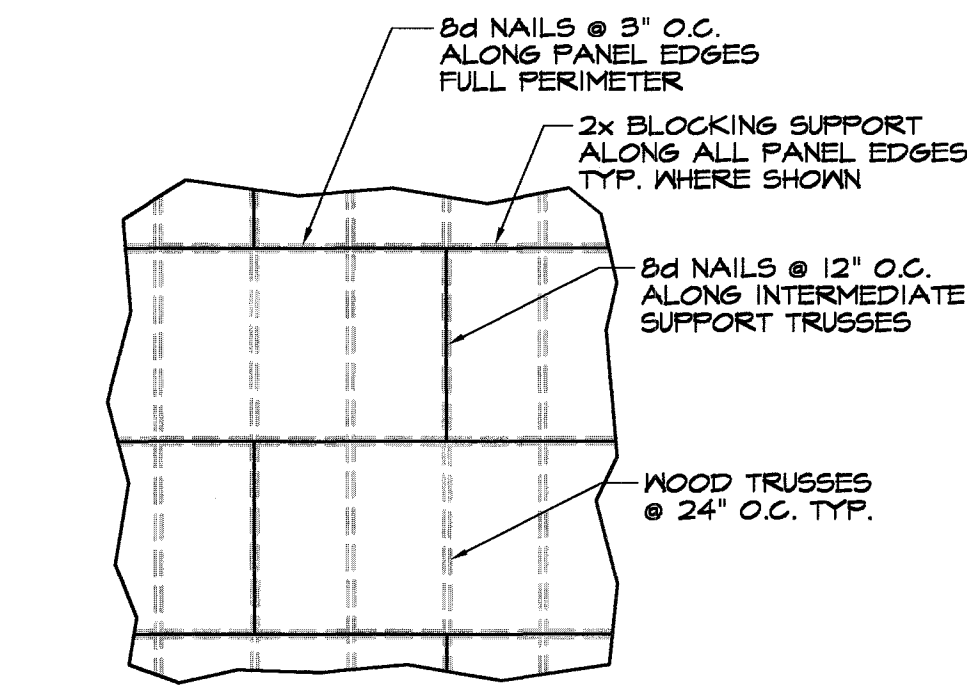
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M:\98\08\A-DWG\REFS\5-FP-TNR
PLOTTED 1/9/99

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRF	1/12/99

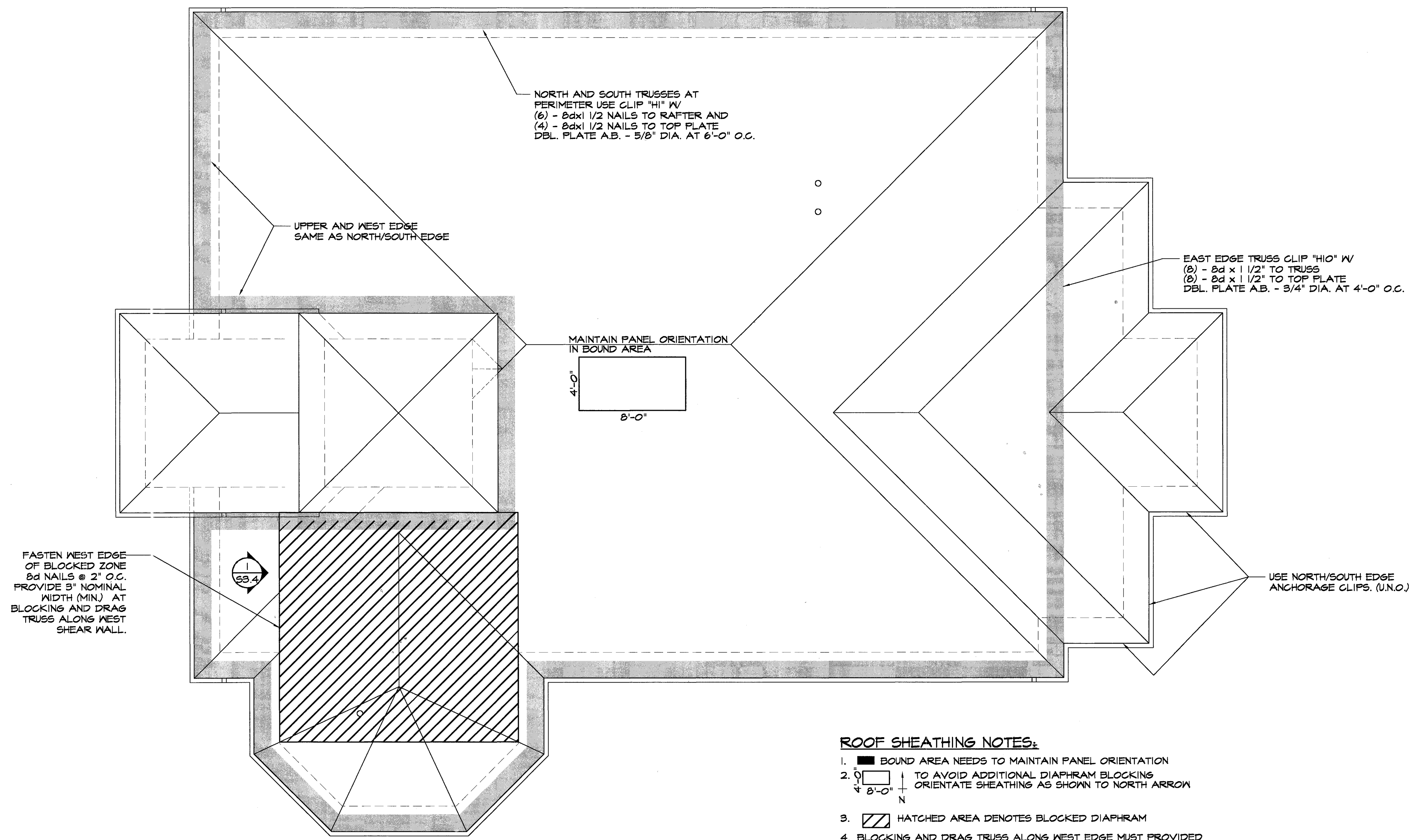
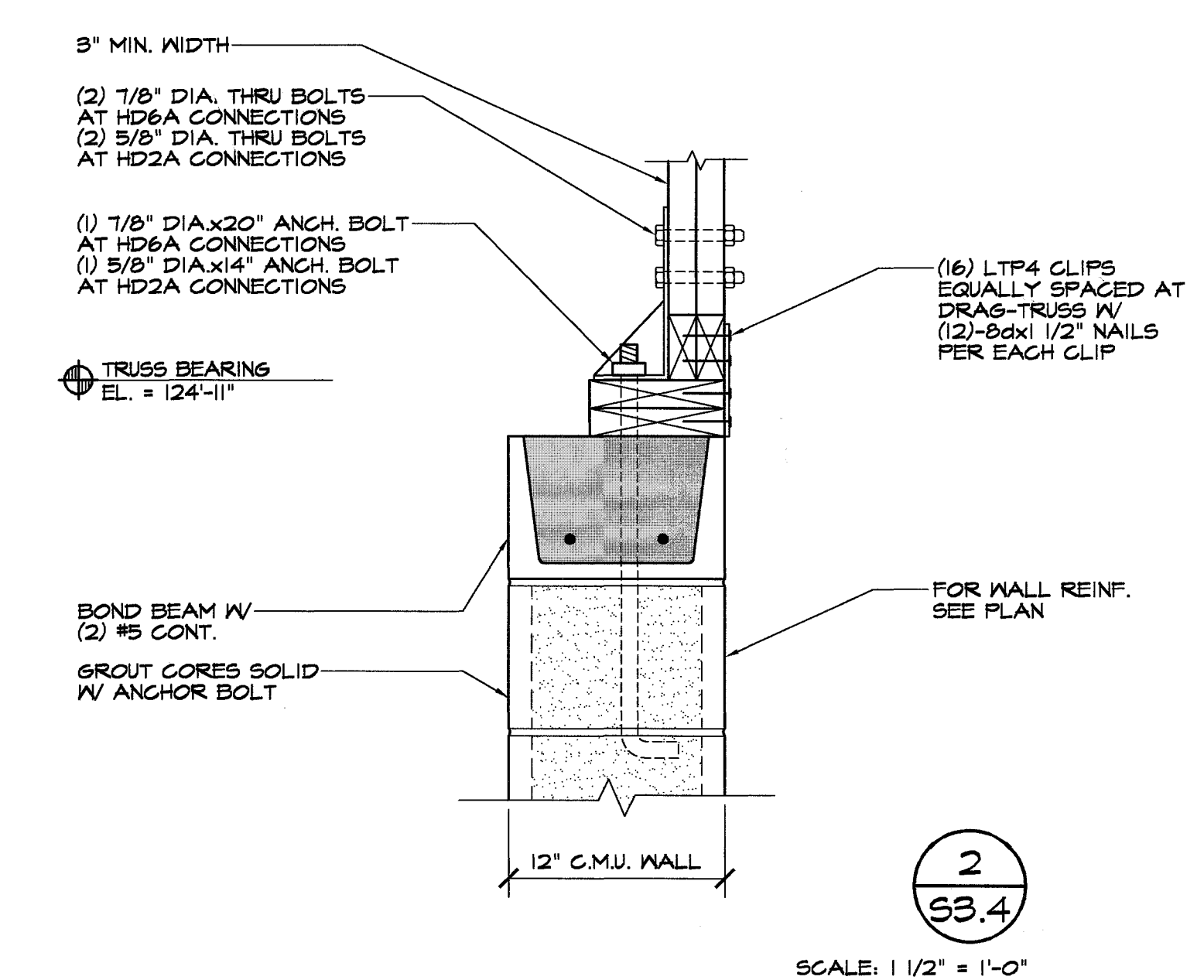
DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 99-30
DE PERE

Performa
301 N. BROWN ST. SUITE 210 P.O. BOX 5158
DE PERE, WISCONSIN 54155
920.736.4000 FAX 920.736.2992
Attachment: VFW Park Community Center Roofing (9131 : Reso #20-10 GRAEF Consultant Agreement-CC Roof/Insulation Investigation & Construction Mgmt)

TITLE	DRAWN	CHK'D
ROOF SHEATHING PLAN AND STRUCTURAL DETAILS	TK	JW1
DATE	1/12/99	
SCALE	1/8" = 1'-0"	
CAD FILE	S3-4	
DRAWING No.	S3.4	
PROJECT	98108	REV.
	1	

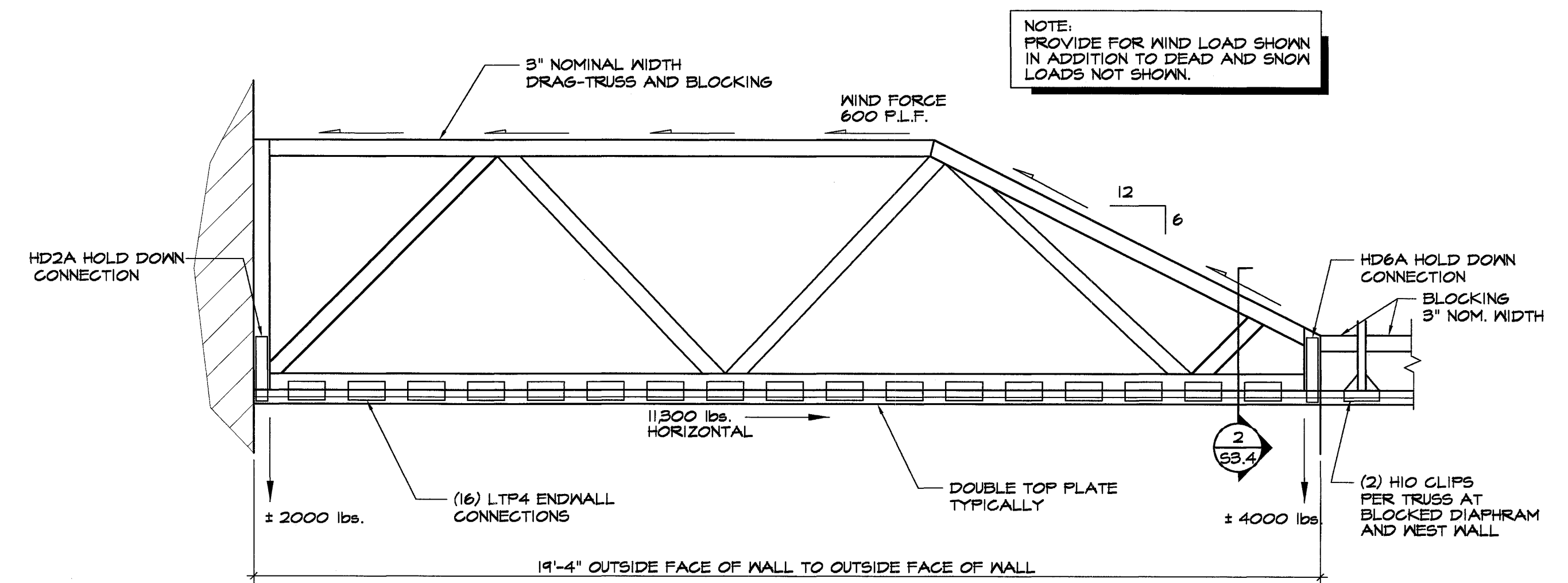


SHEATHING FASTENER PATTERN
SCALE: 1/4" = 1'-0"



- ROOF SHEATHING NOTES:**
1. BOUND AREA NEEDS TO MAINTAIN PANEL ORIENTATION
 2. TO AVOID ADDITIONAL DIAPHRAM BLOCKING ORIENTATE SHEATHING AS SHOWN TO NORTH ARROW
 3. HATCHED AREA DENOTES BLOCKED DIAPHRAM
 4. BLOCKING AND DRAG TRUSS ALONG WEST EDGE MUST PROVIDED 3" NOMINAL WIDTH (MIN.).
 5. APA RATED SHEATHING 40/20 (1/4/32" THICK) @ 4'-0"x8'-0" SHEETS
 6. ALL CLIPS ARE SIMPSON DESIGNATIONS

BUILDING ROOF SHEATHING PLAN
SCALE: 1/8" = 1'-0"



**SPECAIL DRAG-TRUSS
DIAGRAM WEST WALL**

S3.4
SCALE: 1/2" = 1'-0"



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: 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.

ATTACHMENTS:

- Reso20-11 (DOCX)

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

WHEREAS, the 1996 Brown County Year 2020 Land Use and Transportation Plan found that existing and projected demand for east-west travel in the southern portion of the Green Bay

Metropolitan Area should be accommodated in two phases as the area developed over the 25 year period into 2021; and

WHEREAS, the first phase involved replacing the deteriorating two-lane Claude Allouez Bridge (State Highway 32) in downtown De Pere with a four-lane bridge at nearly the same location, and this project was completed in 2007; and

WHEREAS, the new four-lane Claude Allouez Bridge was expected to provide sufficient additional capacity to handle traffic volumes until the second phase, the construction of a new Fox River bridge and connecting street system south of downtown De Pere (the Southern Bridge) is implemented; and

WHEREAS, traffic volumes on the Claude Allouez Bridge increased significantly after the expansion in 2007, and forecasts by the Wisconsin Department of Transportation have indicated that volumes on the bridge and connecting state highways will continue to rise as development occurs to the extent that existing transportation facilities will not adequately accommodate the traffic volume, creating congestion, shipping delays and an ineffective transportation network; and

WHEREAS, a Southern Bridge and connecting arterial street system south of downtown De Pere will help to minimize traffic congestion and allow the state and its local partners to avoid the high cost of expanding the recently reconstructed Claude Allouez Bridge and State Highway 32/57 south of downtown De Pere; and

WHEREAS, a Southern Bridge and connecting arterial street system south of downtown De Pere will enhance economic development efforts by providing an efficient and effective transportation system to significantly reduce shipping costs and transportation delays and by attracting and retaining businesses and the talented people they employ; and

WHEREAS, a Southern Bridge and connecting arterial street system will minimize congestion-related safety problems by allowing traffic currently on a single four-lane connection to be distributed between two Fox River crossing locations instead of one; and

WHEREAS, Brown County is currently working with the Wisconsin Department of Transportation (WisDOT), Federal Highway Administration (FHWA), and communities in the southern part of the metropolitan area to select a preferred project alternative and complete the Environmental Impact Study (EIS) and Interstate Access Justification Report (IAJR) for the Southern Bridge Project.

NOW, THEREFORE, BE IT RESOLVED, THAT:

The City of De Pere strongly supports the Southern Bridge Project Alternative 2, namely a new bridge over the Fox River with a connecting arterial street system between Rockland Road and Red Maple/Southbridge Roads, with a new full-access interchange at Interstate 41 as the best alternative to minimize traffic congestion as the area grows and to provide an efficient alternative route for an effective public safety response to a public disaster or emergency in the area.

BE IT FURTHER RESOLVED THAT:

Southern Bridge Alternative 2 will minimize traffic congestion, thereby enhancing economic development in the area, and is also favorably compatible with planning and development decisions made by the City over the last 20 years.

BE IT FURTHER RESOLVED, THAT:

The City of De Pere also strongly urges its state and federal legislators to support the City's preferred Southern Bridge Project alternative and to work to obtain state and federal funding to develop the Southern Bridge Project.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of February, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Operator License Applications.

ATTACHMENTS:

- Operator List 2-4-2020 (PDF)

CITY OF DE PERE
License Committee - February 4, 2020

New Operator License Applications	
1	BRYDA, JAMIE
2	ELLERMAN, CASEY
3	FELD, CONSTANCE
4	GIESLER, NICOLE
5	HELING, MALLORY
6	MERCKX, TRISHA
7	ROBBINS, ANDREW
8	ZASTROW, BOYD
9	CAPUZZI, NICHOLE
10	JACKSON, ALEXANNEDRA



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 2-4-20 VOUCHERS (PDF)

1/29/2020 9:59 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06261 FEB 2020 COUNCIL 1 2-4-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0302	AIRGAS USA LLC I-9097155228	AIRGAS USA LLC	R	2/04/2020		223.47CR	091184	223.47
0007	AMBROSIUS SALES & SERVICE I-21396	AMBROSIUS SALES & SERVICE	R	2/04/2020		33.22CR	091185	33.22
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS I-10651	AMERICAN CONSERVATION & BILLIN	R	2/04/2020		1,042.00CR	091186	1,042.00
2997	ATLAS OUTFITTERS ATR I-13921	ATLAS OUTFITTERS ATR	R	2/04/2020		207.00CR	091187	207.00
5604	AURORA BAYCARE MED CTR LLC I-KY426	AURORA BAYCARE MED CTR LLC	R	2/04/2020		81.63CR	091188	81.63
0020	BADGERLAND PRINTING INC I-34578 I-34599 I-34602 I-34614	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R R R	2/04/2020 2/04/2020 2/04/2020 2/04/2020		230.00CR 36.00CR 104.00CR 95.00CR	091189 091189 091189 091189	465.00
0027	BAY TOWEL INC I-2999495 I-3011123	BAY TOWEL INC BAY TOWEL INC	R R	2/04/2020 2/04/2020		112.04CR 91.05CR	091190 091190	203.09
1315	BELLIN HEALTH I-MB4026	BELLIN HEALTH	R	2/04/2020		55.55CR	091191	55.55
1532	BOBCAT PLUS INC I-EG06541	BOBCAT PLUS INC	R	2/04/2020		59,767.00CR	091192	59,767.00
3008	BOUND TREE MEDICAL LLC I-83463673	BOUND TREE MEDICAL LLC	R	2/04/2020		191.94CR	091193	191.94
0038	BROADWAY AUTOMOTIVE INC I-638512 I-973742P I-973896P I-974721P	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R R R R	2/04/2020 2/04/2020 2/04/2020 2/04/2020		116.84CR 40.08CR 295.90CR 312.27CR	091194 091194 091194 091194	765.09
0039	BROOKS TRACTOR INC I-D78206	BROOKS TRACTOR INC	R	2/04/2020		397.48CR	091195	397.48

Attachment: 2-4-20 VOUCHERS (9164 : Voucher approval.)

1/29/2020 9:59 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 06261 FEB 2020 COUNCIL 1 2-4-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0050	CAMERA CORNER INC							
	I-517055-IN	CAMERA CORNER INC	R	2/04/2020		10,982.99CR	091196	
	I-517057-IN	CAMERA CORNER INC	R	2/04/2020		14,681.00CR	091196	25,663.99
0536	CDW GOVERNMENT INC							
	I-WJN7805	CDW GOVERNMENT INC	R	2/04/2020		38.00CR	091197	
	I-WJR7762	CDW GOVERNMENT INC	R	2/04/2020		186.96CR	091197	
	I-WKK0251	CDW GOVERNMENT INC	R	2/04/2020		208.24CR	091197	
	I-WKP3387	CDW GOVERNMENT INC	R	2/04/2020		3,188.68CR	091197	
	I-WKS5744	CDW GOVERNMENT INC	R	2/04/2020		167.53CR	091197	
	I-WLC5290	CDW GOVERNMENT INC	R	2/04/2020		1,216.71CR	091197	
	I-WLV1611	CDW GOVERNMENT INC	R	2/04/2020		92.22CR	091197	5,098.34
8032	CHEF CHAMPION LLC							
	I-116	CHEF CHAMPION LLC	R	2/04/2020		480.00CR	091198	480.00
2708	CLEANING SOLUTION SERVICES INC							
	I-20298	CLEANING SOLUTION SERVICES INC	R	2/04/2020		291.70CR	091199	291.70
7639	CORE & MAIN LP							
	I-L766910	CORE & MAIN LP	R	2/04/2020		713.50CR	091200	
	I-L781343	CORE & MAIN LP	R	2/04/2020		725.00CR	091200	
	I-L781820	CORE & MAIN LP	R	2/04/2020		1,450.00CR	091200	2,888.50
2077	DE PERE EXHAUST							
	I-56201	DE PERE EXHAUST	R	2/04/2020		171.31CR	091201	171.31
0276	DE PERE HARDWARE							
	I-213082	DE PERE HARDWARE	R	2/04/2020		1.98CR	091202	1.98
0075	DIGGERS HOTLINE INC							
	I-191 2 36401	DIGGERS HOTLINE INC	R	2/04/2020		337.68CR	091203	337.68
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2125585	EMERGENCY MEDICAL PRODUCTS INC	R	2/04/2020		165.50CR	091204	
	I-2127628	EMERGENCY MEDICAL PRODUCTS INC	R	2/04/2020		256.60CR	091204	422.10
7960	ERIC R ERDMAN							
	I-202001280184	ERIC R ERDMAN	R	2/04/2020		766.50CR	091205	766.50
0331	FERGUSON WATERWORKS #1476 INC							
	I-293140	FERGUSON WATERWORKS #1476 INC	R	2/04/2020		50.00CR	091206	50.00

Attachment: 2-4-20 VOUCHERS (9164 : Voucher approval.)

1/29/2020 9:59 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 06261 FEB 2020 COUNCIL 1 2-4-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

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8008	FOX CITIES SIGN & LIGHTING I-C4630	FOX CITIES SIGN & LIGHTING	R	2/04/2020		457.06CR	091207	457.06
1068	FOX VALLEY TRUCK & BODY INC I-52697 I-52794	FOX VALLEY TRUCK & BODY INC FOX VALLEY TRUCK & BODY INC	R R	2/04/2020 2/04/2020		2,967.39CR 856.02CR	091208 091208	 3,823.41
3655	FUN EXPRESS LLC I-700925754-02	FUN EXPRESS LLC	R	2/04/2020		120.28CR	091209	120.28
8033	GNOME GAMES I-202001290193	GNOME GAMES	R	2/04/2020		25.00CR	091210	25.00
0116	GRAINGER INC I-9403740856 I-9410100045	GRAINGER INC GRAINGER INC	R R	2/04/2020 2/04/2020		96.60CR 382.32CR	091211 091211	 478.92
0666	GRAY'S INC I-35961	GRAY'S INC	R	2/04/2020		2,690.00CR	091212	2,690.00
0119	GREATER GREEN BAY CHAMBER I-182415	GREATER GREEN BAY CHAMBER	R	2/04/2020		375.00CR	091213	375.00
0348	GREEN BAY METRO SEWERAGE DISTRICT I-115605	GREEN BAY METRO SEWERAGE DISTR	R	2/04/2020		333.34CR	091214	333.34
4826	GUSTAVE A LARSON CO C-3843942 I-38444621	GUSTAVE A LARSON CO GUSTAVE A LARSON CO	R R	2/04/2020 2/04/2020		261.28 338.14CR	091215 091215	 76.86
2947	MATTHEW GUTH I-202001280185	MATTHEW GUTH	R	2/04/2020		111.25CR	091216	111.25
0351	HACH COMPANY I-11795943	HACH COMPANY	R	2/04/2020		222.48CR	091217	222.48
0446	HAWKINS INC I-4644149	HAWKINS INC	R	2/04/2020		3,420.30CR	091218	3,420.30
1252	HURCKMAN MECHANICAL INDUSTRIES INC I-W31025	HURCKMAN MECHANICAL INDUSTRIES	R	2/04/2020		277.00CR	091219	277.00

Attachment: 2-4-20 VOUCHERS (9164 : Voucher approval.)

1/29/2020 9:59 AM

A / P CHECK REGISTER

PAGE: 4

PACKET: 06261 FEB 2020 COUNCIL 1 2-4-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1399	INDOFF INC							
	I-3331792	INDOFF INC	R	2/04/2020		346.73CR	091220	
	I-3331923	INDOFF INC	R	2/04/2020		74.18CR	091220	
	I-3333147	INDOFF INC	R	2/04/2020		15.81CR	091220	
	I-3335646	INDOFF INC	R	2/04/2020		136.60CR	091220	573.32
7612	JFTCO INC							
	I-PIGB0012074	JFTCO INC	R	2/04/2020		8.81CR	091221	8.81
2602	JOSSART BROTHERS INC							
	I-1445	JOSSART BROTHERS INC	R	2/04/2020		1,674.80CR	091222	
	I-1451	JOSSART BROTHERS INC	R	2/04/2020		1,101.50CR	091222	2,776.30
1276	JX ENTERPRISES INC							
	I-14110266P	JX ENTERPRISES INC	R	2/04/2020		69.33CR	091223	
	I-14110636P	JX ENTERPRISES INC	R	2/04/2020		67.98CR	091223	
	I-14110757P	JX ENTERPRISES INC	R	2/04/2020		852.74CR	091223	
	I-14111158P	JX ENTERPRISES INC	R	2/04/2020		7.69CR	091223	
	I-14111219P	JX ENTERPRISES INC	R	2/04/2020		415.99CR	091223	1,413.73
4584	KRUCZEK CONST INC							
	I-19-17 (1)	KRUCZEK CONST INC	R	2/04/2020		105,259.35CR	091224	105,259.35
2512	CHARLIE LEITERMAN							
	I-202001280186	CHARLIE LEITERMAN	R	2/04/2020		113.89CR	091225	113.89
0173	MENARDS INC							
	I-59871	MENARDS INC	R	2/04/2020		12.58CR	091226	
	I-59889	MENARDS INC	R	2/04/2020		1.29CR	091226	
	I-59936	MENARDS INC	R	2/04/2020		140.86CR	091226	
	I-60037	MENARDS INC	R	2/04/2020		234.98CR	091226	
	I-60204	MENARDS INC	R	2/04/2020		45.32CR	091226	
	I-60206	MENARDS INC	R	2/04/2020		15.45CR	091226	
	I-60207B	MENARDS INC	R	2/04/2020		0.61CR	091226	
	I-60266	MENARDS INC	R	2/04/2020		4.11CR	091226	
	I-60275	MENARDS INC	R	2/04/2020		92.79CR	091226	
	I-60291	MENARDS INC	R	2/04/2020		5.32CR	091226	
	I-60301	MENARDS INC	R	2/04/2020		35.91CR	091226	
	I-60309	MENARDS INC	R	2/04/2020		1.11CR	091226	
	I-60361	MENARDS INC	R	2/04/2020		45.69CR	091226	
	I-60362	MENARDS INC	R	2/04/2020		40.74CR	091226	
	I-60478	MENARDS INC	R	2/04/2020		3.49CR	091226	
	I-60499	MENARDS INC	R	2/04/2020		51.22CR	091226	
	I-60525	MENARDS INC	R	2/04/2020		71.39CR	091226	
	I-60541	MENARDS INC	R	2/04/2020		7.01CR	091226	
	I-60597	MENARDS INC	R	2/04/2020		241.54CR	091226	
	I-60696	MENARDS INC	R	2/04/2020		10.03CR	091226	1,061.44

Attachment: 2-4-20 VOUCHERS (9164 : Voucher approval.)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	2/04/2020			091227	**VOID**
6958	NATHAN MRSTIK I-202001280187	NATHAN MRSTIK	R	2/04/2020		79.44CR	091228	79.44
0183	MUNICIPAL TREASURERS ASSOC OF WI I-1275 I-809	MUNICIPAL TREASURERS ASSOC OF MUNICIPAL TREASURERS ASSOC OF	R R	2/04/2020 2/04/2020		55.00CR 30.00CR	091229 091229	 85.00
1475	MUNICODE I-338904	MUNICODE	R	2/04/2020		1,752.07CR	091230	1,752.07
7129	NELSON TACTICAL I-1509	NELSON TACTICAL	R	2/04/2020		188.10CR	091231	188.10
0531	NORTHEAST AUTO PARTS INC I-344896 I-345015 I-345037 I-345064 I-345069 I-345102 I-345109 I-345129 I-345133	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R R R R R R R R R	2/04/2020 2/04/2020 2/04/2020 2/04/2020 2/04/2020 2/04/2020 2/04/2020 2/04/2020 2/04/2020		96.37CR 96.37CR 132.60CR 20.94CR 32.90CR 2.99CR 168.51CR 15.88CR 131.33CR	091232 091232 091232 091232 091232 091232 091232 091232 091232	 697.89
0197	PACKER CITY INTL TRUCKS INC I-X101118790:01 I-X101119366:01 I-X101119623:01	PACKER CITY INTL TRUCKS INC PACKER CITY INTL TRUCKS INC PACKER CITY INTL TRUCKS INC	R R R	2/04/2020 2/04/2020 2/04/2020		48.75CR 177.00CR 25.77CR	091233 091233 091233	 251.52
6791	PACKERLAND ELECTRIC LLC I-3337	PACKERLAND ELECTRIC LLC	R	2/04/2020		10,640.55CR	091234	10,640.55
0584	PATRICK ZELZER AND ASSOCIATES I-ZEL-2020000187	PATRICK ZELZER AND ASSOCIATES	R	2/04/2020		50.00CR	091235	50.00
0208	POMP'S TIRE SERVICE INC I-90062125 I-90062126 I-90062128 I-90062279	POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC	R R R R	2/04/2020 2/04/2020 2/04/2020 2/04/2020		1,722.32CR 1,722.32CR 2,768.00CR 671.96CR	091236 091236 091236 091236	 6,884.60

Attachment: 2-4-20 VOUCHERS (9164 : Voucher approval.)

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0395	PRO ONE JANITORIAL INC I-155087	PRO ONE JANITORIAL INC	R	2/04/2020		1,125.00CR	091237	1,125.00
7584	R LEWIS TECHNOLOGIES INC I-9920	R LEWIS TECHNOLOGIES INC	R	2/04/2020		137.50CR	091238	137.50
5973	RAE-COR DISTRIBUTING INC I-19727A I-19944	RAE-COR DISTRIBUTING INC RAE-COR DISTRIBUTING INC	R R	2/04/2020 2/04/2020		44.62CR 111.92CR	091239 091239	 156.54
2647	RANGER SERVICES INC I-12CD19	RANGER SERVICES INC	R	2/04/2020		20,000.00CR	091240	20,000.00
6948	RAY'S TIRE I-1010759	RAY'S TIRE	R	2/04/2020		2,363.20CR	091241	2,363.20
0227	REINDERS INC I-1814404-00	REINDERS INC	R	2/04/2020		247.01CR	091242	247.01
0228	RENT A FLASH OF WISCONSIN INC I-69653 I-69654	RENT A FLASH OF WISCONSIN INC RENT A FLASH OF WISCONSIN INC	R R	2/04/2020 2/04/2020		622.40CR 1,013.25CR	091243 091243	 1,635.65
0158	ROBERT E LEE & ASSOCIATES INC I-76887 I-76888	ROBERT E LEE & ASSOCIATES INC ROBERT E LEE & ASSOCIATES INC	R R	2/04/2020 2/04/2020		1,480.50CR 1,249.50CR	091244 091244	 2,730.00
4932	ROBOTRONICS INC I-54642	ROBOTRONICS INC	R	2/04/2020		1,619.00CR	091245	1,619.00
1890	S I METALS AND SUPPLY I-231553	S I METALS AND SUPPLY	R	2/04/2020		316.00CR	091246	316.00
0501	SAINT MARY'S HOSPITAL I-23379	SAINT MARY'S HOSPITAL	R	2/04/2020		8.74CR	091247	8.74
3234	SHERWIN WILLIAMS I-6705-0	SHERWIN WILLIAMS	R	2/04/2020		85.82CR	091248	85.82
1446	SNAP ON INDUSTRIAL I-ARV/42555859 I-ARV/42557963 I-ARV/42624860	SNAP ON INDUSTRIAL SNAP ON INDUSTRIAL SNAP ON INDUSTRIAL	R R R	2/04/2020 2/04/2020 2/04/2020		232.79CR 1,918.92CR 891.44CR	091249 091249 091249	 3,043.15

Attachment: 2-4-20 VOUCHERS (9164 : Voucher approval.)

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2683	SOMMERS CONSTRUCTION CO INC I-19-06B (2)	SOMMERS CONSTRUCTION CO INC	R	2/04/2020		38,679.25CR	091250	38,679.25
0257	STREICHER'S INC I-I1408122	STREICHER'S INC	R	2/04/2020		30.98CR	091251	30.98
3253	BILL TEWS I-202001280189	BILL TEWS	R	2/04/2020		63.29CR	091252	63.29
0267	TRAFFIC & PARKING CONTROL INC I-I659526	TRAFFIC & PARKING CONTROL INC	R	2/04/2020		365.00CR	091253	365.00
1229	UTILITY SALES AND SERVICE INC I-69557-IN I-69558-IN	UTILITY SALES AND SERVICE INC UTILITY SALES AND SERVICE INC	R R	2/04/2020 2/04/2020		511.03CR 522.01CR	091254 091254	 1,033.04
0277	VAN'S FIRE & SAFETY INC I-4131850	VAN'S FIRE & SAFETY INC	R	2/04/2020		60.60CR	091255	60.60
7210	VANDEN PLAS SANITATION INC. I-40796	VANDEN PLAS SANITATION INC.	R	2/04/2020		131.60CR	091256	131.60
1355	RONALD J VANPRICE I-202001280190	RONALD J VANPRICE	R	2/04/2020		39.02CR	091257	39.02
3767	VDH ELECTRIC INC I-22410	VDH ELECTRIC INC	R	2/04/2020		2,075.00CR	091258	2,075.00
3707	VIKING ELECTRIC SUPPLY I-S003276116.001	VIKING ELECTRIC SUPPLY	R	2/04/2020		58.66CR	091259	58.66
3311	VINTON CONSTRUCTION CORP I-19-18 (4)	VINTON CONSTRUCTION CORP	R	2/04/2020		192,142.99CR	091260	192,142.99
1896	MIKE WESSLEY I-202001280191	MIKE WESSLEY	R	2/04/2020		70.55CR	091261	70.55
7527	WI DEPT OF JUSTICE I-455TIME-0000008051	WI DEPT OF JUSTICE	R	2/04/2020		300.00CR	091262	300.00
0537	WI EMERGENCY MNGMT/SERB I-215895 I-215898 I-215900 I-215940	WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB WI EMERGENCY MNGMT/SERB	R R R R	2/04/2020 2/04/2020 2/04/2020 2/04/2020		205.00CR 205.00CR 205.00CR 485.00CR	091263 091263 091263 091263	 1,100.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3876	WI MUNICIPAL COURT CLERKS ASSOC							
	I-202001280192	WI MUNICIPAL COURT CLERKS ASSO	R	2/04/2020		45.00CR	091264	45.00
2593	WSFCA							
	I-1161	WSFCA	R	2/04/2020		190.00CR	091265	190.00
0300	ZARNOTH BRUSH WORKS INC							
	I-178616-IN	ZARNOTH BRUSH WORKS INC	R	2/04/2020		2,426.10CR	091266	2,426.10

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	82	0.00	516,130.17	516,130.17
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:	1	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:	83	0.00	516,130.17	516,130.17

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 2-4-20 VOUCHERS (9164 : Voucher approval.)

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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	83,359.42CR
201	2/2020	3,799.10CR
207	2/2020	457.06CR
208	2/2020	16.89CR
209	2/2020	224.96CR
292	2/2020	1,897.00CR
295	2/2020	416.50CR
296	2/2020	416.50CR
405	2/2020	336,606.86CR
415	2/2020	59,767.00CR
601	2/2020	17,896.79CR
650	2/2020	11,272.09CR
=====		
ALL		516,130.17CR

Attachment: 2-4-20 VOUCHERS (9164 : Voucher approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of Potential Property Acquisition.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 4, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of potential economic development opportunities involving City properties.
