



Common Council

Regular Meeting

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

Agenda

Tuesday, February 2, 2021

7:30 PM

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 2, 2021** at **7:30 PM**.

Due to the current public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either:

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/DePere>

You can also dial in using your phone.

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

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

Access Code: 154-883-285

THIS MEETING WILL NOT BE HELD IN PERSON.

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://depercitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Approval of the minutes of the January 19, 2021 Common Council meeting.
3. COVID-19 update from the Health Department.
4. Recommendation from Plan Commission to approve a Request For Proposal (RFP) to update the 2010 City of De Pere Comprehensive Plan and to write a new West Downtown Vision Plan.
5. Recommendation from the Board of Park Commissioners to Approve Additional Funding for VFW Access Road, with staff recommendation that the additional funding come from the VFW Pool referendum fund.
6. Recommendation from the Board of Park Commissioners to Approve the Change Order Request for Gas Fired Heater at VFW Pool, with funding to come from the general fund undesignated reserves.
7. Recommendation from the License Committee on the application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Jeff L. Labombarb, O.T.R. Pub, 413 Main Ave. Submitted by Jeff L. Labombarb, Green Bay, WI.
8. Resolution #21-14 Approving Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc. (2021 Water Management Assistance Program).

9. Resolution #21-15 Authorizing Agreement for Consulting Services Between the City of De Pere and Fred Kolkmann Tennis & Sport Surfaces, LLC (VFW Tennis Court Resurfacing and Redesign).
10. Resolution #21-16 Authorizing Agreement for Contractor Services Between The City of De Pere and Robertson Dynasty Inc. (Tree Pruning Services- City Area 3).
11. Resolution #21-17 Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Perkofski Boat Launch Dock Refurbishing.
12. Resolution #21-18 Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Perkofski Boat Launch Dock Extensions.
13. Appointments to boards and commissions by Mayor Boyd.
14. Voucher approval.
15. Future agenda items.
16. City Administrator annual performance appraisal.

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

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

17. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Fred Kolkman, Fred Kolkman Tennis and Sport Court LLC
Mike Robertson, Monster Tree Service of Northeast WI
Matt Carrico, Carrico Aquatic Resources
Jeff Labombarb



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the January 19, 2021 Common Council meeting.

ATTACHMENTS:

- 1-19-21 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, January 19, 2021

7:30 PM

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

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Mike Eserkaln	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kundingner	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Casey Nelson	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Kelly Ruh	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Approval of the minutes of the January 5, 2021 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kundingner, Ledvina, Nelson, Raasch, Ruh

3. COVID-19 update from the Health Department.

Health Director Deborah Armbruster reported on the status of their vaccine program for Phase 1A recipients, noting that they will be adding seniors 65 and older to the list. She has been working with the Community Center to secure a larger venue for future clinics. Deb stated that eligible people can also go to Bellin and Prevea immunization clinics - they do not need to be a registered patient to get the vaccine. She is working with City staff to publicize information on how seniors can make a vaccine appointment. Debbie answered Council members' questions about the activity ratings on the DHS website, as well as the planned procedure for second doses. Aldersperson Raasch requested that the bar graphs in the daily situation reports focus more on active cases rather than the overall total. Aldersperson Carpenter inquired if local and county health officers have any input as to how the state is disbursing vaccine. Deb said that they do not, and acknowledged his frustration with how slowly vaccines are being released.

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

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Amy Chandik Kundingner, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kundingner, Ledvina, Nelson, Raasch, Ruh

5. Recommendation of the Finance Personnel Committee to Approve Police Emergency Hotel Voucher Program.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

6. Recommendation from the Board of Park Commissioners to Approve Rental of Cabana Area at VFW Pool with Fee Structure.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Defnet Ledvina, Nelson, Raasch, Ruh

7. Recommendation from Board of Public Works to Replace and Raise the City Entrance Sign on S. Webster Avenue, With Funding for the Sign Raising from Unassigned Reserves.

In response to Alderperson Hansen's question, Public Works Director Scott Thoresen confirmed that the replacement sign will be raised four feet for improved visibility. He noted that the anti-graffiti coating is being tested this week.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

8. Resolution #21-05 Authorizing Extension of Agreement for Revaluation and Statutory Assessor Services (Accurate Appraisal, LLC - Assessment Year 2021).

Several alderpersons stated their preference for a one-year extension, in order to make sure the City receives competitive services. Clerk Carey Danen confirmed that with approval of the one-year contract extension, the formal Request for Proposals will be issued this spring. The target date to award the bid would be July or August. Alderperson Raasch expressed concern about the continued use of undesignated reserves to accommodate budget overages.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

9. Resolution #21-06 (Revised) Authorizing Agreement for Auditing Services Between the City of De Pere and CliftonLarsonAllen LLP (CLA).

Finance Director-Treasurer Joe Zegers reviewed the audit schedule, explaining what happens during each phase. pg 45 of packet.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

10. Resolution #20-07 Authorizing Revised Software Service Agreement with Granicus, LLC.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

11. Resolution #21-08 Authorizing Extension of Agreement for Consulting Services between City Of De Pere and Robert E. Lee & Associates, Inc. (2021 Consulting Services).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

12. Resolution #21-09 Authorizing Agreement for Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Wetland/Stream Modifications Adjacent to Fortune Ave. in the West Business Park).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

13. Resolution #21-10 Authorizing Extension of Agreement for Contractor Services Between the City of De Pere and Holubar Construction Company, Inc. (Spur Line Maintenance).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

14. Resolution #21-11 Approving Agreement for Consulting Services Between City of De Pere and Dixon Engineering, Inc. (T-Mobile Wireless Antenna Installation-Merrill Street Water Tower).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

15. Resolution #21-12 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2021 Construction Materials Testing).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

16. Resolution #21-13 Authorizing Agreement for Contractor Services between City of DePere and ECS Midwest, LLC (2021 Soil Boring).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

17. Consideration and Possible Action to Amend the City's Phase One Facilities Plan to Allow In-Person Public Meetings - Requested by Alderperson Carpenter.

Alderperson Carpenter moved, seconded by Alderperson Raasch to approve the staff recommendation to amend the "Public Meeting Attendance" language for both the Phase One and Phase Two Reopening Plans. The amendment will eliminate the word "simultaneously" so that both plans read: All municipal City Council, Committee, Commission and Board meetings will be conducted in person and/or virtually until further notice. City Attorney Judy Schmidt-Lehman explained that in order to hold meetings in person, a quorum of the members would need to be present in Council Chambers. If a quorum is not attainable, the meeting can be shifted to virtual (as long as a quorum of the members attends virtually). This is necessary in order to comply with open meeting laws. Discussion followed on the logistics of attendance and the benefits of returning to in-person meetings versus potential concerns of individual members. In response to Alderperson Kunding's question, Judy confirmed that the public can still attend virtually even if the meeting is conducted in person. Alderperson Kunding requested that staff make sure to advertise to the public that virtual attendance is always an option for them. Alderperson Ledvina asked how a head count would be determined before each meeting to ensure a quorum; City Administrator Larry Delo replied that staff will establish a procedure for meeting members to confirm their attendance method. He noted that the agenda could be adjusted up to 24 hours in advance to switch to a virtual meeting if necessary. Discussion followed regarding masking and social distancing requirements for in-person attendance by members of the public.

RESULT:	APPROVED [6 TO 2]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Kunding, Ledvina, Nelson, Raasch, Ruh
NAYS:	Eserkaln, Hansen

18. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

19. Future agenda items.

Upon request from a constituent, Alderperson Hansen asked that staff consider extending the plowing of the Fox River Trail from Heritage Rd south to Rockland Rd. This item will go to the next Parks Board meeting.

20. Discuss Fire Collective Bargaining Agreement One-Year Extension Status

Alderperson Raasch moved, seconded by Alderperson Kunding to close the meeting at 9:07 PM. Upon roll call vote, motion carried unanimously. Alderperson Kunding moved, seconded by Alderperson Ledvina to open the meeting at 9:19 PM. Upon roll call vote, motion carried unanimously. Alderperson Raasch moved, seconded by Alderperson Ledvina to approve the one year contract extension with language referencing captain included in the extension.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

21. Adjournment.

Alderperson Kunding moved, seconded by Alderperson Carpenter to adjourn the meeting at 9:21 PM.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: COVID-19 update from the Health Department.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a Request For Proposal (RFP) to update the 2010 City of De Pere Comprehensive Plan and to write a new West Downtown Vision Plan.

On January 25, 2021 Plan Commission unanimously recommended approval of the RFP with a vote of 7-0.

ATTACHMENTS:

- 01-25-21 Memo to PC - Comp Plan RFP (PDF)
- De Pere 2040 Comprehensive Plan Updated and West Downtown Vision Plan RFP 01212021 DRAFT (PDF)

CITY OF DE PERE MEMO



To: Plan Commission
 From: Peter Schleinz, Senior Planner | Zoning Administrator
 Date: January 25, 2021

RE: Consideration and possible action to review and approve a Request For Proposal (RFP) to update the 2010 City of De Pere Comprehensive Plan and to write a new West Side De Pere Vision Plan.*

Summary

As defined in Wisconsin Statute Section 62.23(2)(3), the City of De Pere is authorized to prepare and adopt a Comprehensive Plan. The Plan requires periodic updates. The original adoption occurred on September 27, 2004 and an update occurred on July 6, 2010. Many of the Plan vision statements, goals, objectives, and policies remain valid; however, some elements may need to be revised, renewed, or removed from the Plan.

Also, the City will benefit from a new document titled as a West Side Vision Plan. This plan is similar in nature to the 2018 Cultural District Master Plan and can be designed to function alongside, or as part of, the Comprehensive Plan Update.

- To accomplish this task, staff proposes a *Request For Proposal* (RFP) in order to seek a consultant team to assist City staff with the drafting of an updated 2040 Comprehensive Plan and a new West Side Vision Plan.

Proposed Comprehensive Plan and Vision Plan Elements

Although not all-encompassing, the RFP identifies that the Comprehensive Plan address the following:

1. Introduction and Update Review.
2. Issues and Opportunities.
3. Land Use.
4. Housing.
5. Transportation.
6. Economic Development.
7. Utilities and Community Facilities.
8. Agriculture, Natural, and Cultural resources.
9. Intergovernmental Cooperation.
10. Plan Implementation.
11. Appendix with Supplemental Data.

The RFP also identifies that the Vision Plan address the following:

1. Progress, Development Sensitivity, and Financial Viability.
2. Pedestrian and Bicycle Connectivity.
3. Role of the Public Realm, Open Spaces, Landscaping including Fox River Main AV, and Reid ST.
4. Opportunities and Locations for Public Art.
5. Optimal Business Types for Downtown Synergy with Cultural Center.
6. Zone or District Identification.
7. Incorporating St. Norbert College Impact and Vision into the Process.

Timeline and Cost

The RFP identifies a maximum budget assigned to the project of \$80,000 for both plans. Respondents are requested to provide a proposed completion timeline.

Plan Commission Review Process

For RFP reviews the Plan Commission provides either an approval, approval with changes, or a rejection recommendation to the Common Council. It is expected that the Common Council will review the RFP on February 2, 2021.

Staff Recommendation

Staff recommends that Plan Commission recommend approval of the RFP and forward the RFP to the Common Council for action.



REQUEST FOR PROPOSALS

City of De Pere, Wisconsin

2040 Comprehensive Plan Update and West Downtown Vision Plan

Development Services Department

Issued: February 3, 2021

Proposals Due: February 26, 2021 by 4:00PM

Respondent shall submit one (3) complete original hard copy proposals and one (1) electronic copy in PDF format on USB Flash Drive of the entire proposal in a sealed package marked with the project name, "De Pere 2040 Comprehensive Plan Update and West Downtown Vision Plan" shall be marked on the front of the package.

To be considered, proposals must be received no later than 4:00 PM, Central Time, February 26 2021, and delivered to:

Daniel Lindstrom, Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 5411

A. SUMMARY

The City of De Pere, WI seeks proposals from qualified planning individuals or project teams to prepare an update to the current Comprehensive Plan previously adopted in 2010 and a new West Downtown Vision Plan. The City believes that a large majority of the content is still applicable in the Comprehensive Plan, but this process should update the Comprehensive Plan to retain, revise, renew, or remove the vision, goals, objectives, and policies that will guide the City's decisions and will incorporate recently approved plans and studies. The process should also update the background information and demographics with the 2020 census information. Furthermore, the Plan should be streamlined to a much more public-friendly and usable document. To that end, the format of the document should be modernized and reformatted as appropriate and should utilize modern tables and graphics to the greatest extent possible. The City will take a lead effort to illustrate the Comprehensive Plan process in the public realm through posters, handouts, online, or other innovative ways to summarize the goals and objectives and help take the document "off the shelf".

Comprehensive Plan

The Plan update will assist City Staff, Plan Commission, Common Council, and other advisory committees to gauge the direction in which citizens and various stakeholders within the community would like to see the City advance. The Plan update must guide the City on appropriate implementation of new development and redevelopment plans within the community, while also meeting the service demands that come with community growth. The Plan will describe a desired future for the community over the next 20 years and establish goals to move toward that future.

West Downtown Vision Plan

During the 2010 Comprehensive Plan update, the City simultaneously prepared a Downtown Master Plan. These planning processes did not result in planning documents that worked well together. The new plan format must ensure that does not happen again; therefore, the City requests the planning individuals or teams to also prepare a proposal to create a West Downtown Vision Plan similar to the Cultural District Master Plan that was prepared in 2018 for the east side of the Downtown. The Comprehensive Plan and the West Downtown Vision Plan projects should run concurrently and capitalize on combined public engagement and project management efforts

The two plans shall be referenced individually or shall be collectively described as "Plans" throughout this RFP.

B. COMMUNITY OVERVIEW

The 24,970 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The city has two excellent school districts, an urban private college, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents.

The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center, and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment.

C. SCOPE OF WORK

The Plans should guide decisions affecting the physical development and redevelopment within the City. The process for the Comprehensive Plan Update and the West Downtown Vision Plan will be critical to City success and must ensure that the final documents reflect the desired vision for the community as determined by appointed/elected officials, citizens, landowners, business leaders, and other stakeholders through community participation. The Plans shall be simplified guiding documents that reflect the community's unique character and provide clear development goals. The Plans will help maintain collaborative and respectful relationships within the community and with surrounding neighbors and collaborative organizations.

The City of De Pere anticipates a scope similar to the following. These are general requirements for the planning process and are not intended to be a comprehensive list of tasks and deliverables. It is expected that project teams will provide the City with more specific recommendations for approaches, tasks, and deliverables based on their expertise from past work on comprehensive plan projects.

1. General Planning Process Tasks

The planning individuals or project team selected will provide a range of municipal planning services required to update the City's Comprehensive Plan and create the West Downtown Vision Plan. The combined general tasks between the two plans shall include but are not necessarily limited to:

- a) Project Management: Project Management includes effective coordination with staff, Common Council, and the Plan Commission. The project team will assist with the creation of a Comprehensive Plan Update and West Downtown Vision Plan Steering Committee to lead the process. Project management tasks shall include at a minimum the following:
 - i. Conduct an initial project management team meeting; including an immersion site tour to create a shared understanding of the project purpose, process, and schedule between the project team, the City, and the Steering Committee (see below).
 - ii. Conduct an initial stakeholder analysis by identifying key stakeholders, their issues, levels of involvement, and strategies for outreach.
 - iii. Prepare a project process roadmap: Prepare a guiding document for the project management team that lists the project phases, schedule of events/activities, and products on a timeline and assigns roles and responsibilities for each task.
- b) Assessment: Assessment includes conducting an initial review of the existing community planning reports and studies. The City will provide links to all existing, related community-planning reports, plans, and studies from local planning agencies and community advocacy groups for the project team review. Current plans include:
 - i. 2010 Comprehensive Plan
 - ii. Downtown Master Plan (2010)
 - iii. Cultural District Master Plan (2018)
 - iv. Cultural District Plan Market Analysis (2018)
 - v. Downtown Wayfinding (2021)

- vi. Current Zoning Code
- vii. Zoning Code update (ongoing)
- viii. Historic Preservation Plan/Historic District Maps
- ix. Comprehensive Outdoor Creation Plan
- x. COVID Business Aid programs
- xi. Business Improvement District Operating Plan (2021)
- xii. Downtown façade grant program
- xiii. Housing and Housing Affordability Reports
- xiv. Tax Increment Districts (No. 7-16)
- xv. 2020 ESRI Market Analysis Documents.

LINK TO City of De Pere web page for access to above documents:

<https://www.deperewi.gov/>

c) Public Engagement

The City of De Pere values the participation of citizens in every stage of the decision-making process. Participation of citizens, landowners, business owners, appointed and elected officials, and other stakeholders throughout the community is paramount to the success of the Plan update; therefore, the City will place a strong emphasis in the selection process on choosing a project team that has strong facilitation skills.

Steering Committee

The engagement process will include a steering committee that should meet regularly based on the proposed scope. The preliminary list of stakeholder representative groups is as follows:

- i. City of De Pere Resident(s)*
- ii. Business Owners*
- iii. Council Member(s)*
- iv. Plan Commission Member(s)*
- v. Park Board Member
- vi. Board of Public Works Member
- vii. Redevelopment Authority Member
- viii. De Pere Chamber
- ix. Definitely De Pere*
- x. Historic Preservation Commission Member*
- xi. St. Norbert College *
- xii. City of De Pere Staff – Planning, Parks, Administration, Public Works/Engineering*

* Represents a subset of representatives for the West Downtown Vision Plan

Public Meetings/Focus Groups

The project team may also utilize focus groups and open houses to elicit responses for specific visioning and strategies, and community surveys as a broad visioning tool. The process shall include at least two but no more than five open houses or focus group meetings to review the results of the

comprehensive planning process and the draft plan. The public meetings for the Comprehensive Plan can also be used to gain specific insight into the West Downtown Visions Plan; however, at least one (1) separate focus meeting should be held to plan for the future of West Downtown. The selected project team shall also present ways to engage with the public during the current pandemic where public facilities are typically closed.

Final Plans:

The final Plans shall be presented to the Plan Commission and Common Council by the consultant; however; City Staff expects the members of the Committee to take on a leadership role and also present the plan to the appropriate bodies.

Staff Support:

The City has several staff members with significant experience in public engagement and expects to participate in the engagement process. The selected project team will be responsible for working with the staff to prepare the framework for the most impactful ways to obtain public participation. The project team will be responsible for organizing and then co-leading public events with City Staff. To assist with the project budget, the City anticipates being able to supply staff members to support virtual “Zoom Room” or in-person engagement efforts. Staff will also provide a graphic designer to prepare public meeting flyers and social media posts. Project team proposals should reflect these contributions.

2. Comprehensive Plan Specific

The project team shall prepare the plan and each plan element in accordance with the Wisconsin comprehensive planning statutes, utilizing the current content of the comprehensive plan document to the extent possible and practical. We expect at the end of the process to have a newly-formatted user-friendly document that is supported by graphics, tables, and other images that reflects our community vision. The document should be structured with a supplemental appendix to house the majority of the background data and the body of the report contains the relevant goals, objectives, and strategies. The process shall include the following stages:

- a. Plan Audit and Assessment: The current plan should be audited with City Staff and Steering Committee for performance: vision/focus; data and maps; goals, objectives, and policies. Utilize a "triage" approach for the audit to retain, revise, renew, and/or remove, as appropriate. Staff anticipates two or three working meetings with the Steering Committee to complete the review of the existing plan chapters.
- b. Engagement: See the engagement phase of the General Planning Process Tasks. It is assumed the process will include strategically scheduled public meetings throughout the process. Specifically, public meetings shall be held to review the following:
 - i. Community update since 2010
 - ii. Result of the Plan Audit
 - iii. Proposed Plan changes and updates to the required elements

- iv. Integration of the 2010 Downtown Plan, Cultural District Master Plan, and the Proposed West Downtown Vision Plan.
- v. Plan approval

The City does not dictate these as standalone meeting topics, but Project Teams should illustrate how they proposed to address these topics throughout the series of meetings.

- c. Plan Drafting: Following the triage approach, the Project Team should include updates to each of the required comprehensive plan elements as discussed by the Steering Committee. The City anticipates some of the updates to include but is not limited to:

- i. Introduction: Review, update, and revise with emphasis on recent planning efforts and incorporation into the Planning document.
- ii. Issues & Opportunities: Review and recommend changes to City's goal statements. The audit shall review the updated population from the pending 2020 Census and other updated data.
- iii. Land Use: Update the existing land use map, proposed land use map, a chart with proposed acres per land use, with specific recommendations for each land use designation as well as a specific policy for amending the land use map.
- iv. Housing: Update element including review and update of existing housing inventories, analyze new data and projected housing needs, validate and update as necessary the identified number of housing units needed to serve the city's projected growth. The recent 2019 and 2020 Housing Affordability Reports can be used as part of this update.
- v. Transportation: Update element to include discussion of all modes of transportation. Include maps for the Pedestrian & Bike Trail, and the Road & Highway system map. This chapter will also be used as the basis for an update to a Bike and Pedestrian Plan. The City Official Map should also be an addendum to this Chapter that identifies all ultimate right-of-way for existing and proposed roadways within the City.
- vi. Economic Development: Update the current business inventory and business environment overview discussion, employer trends, largest employers in the City, employment projections, Economic Development Programs, and City TIF / TID updates. The City will provide the project team with the annual TID update.
- vii. Utilities and Community Facilities: Update existing utility maps based on recent and future growth.
- viii. Agricultural, Natural & Cultural Resources: Update element to include current maps of the City's wetlands, woodlands, agricultural use, environmental corridors, topographic features, surface water, watersheds, and floodplains.

- ix. Intergovernmental Cooperation: Updates to this section may include discussions of future boundary agreements with the surrounding towns and other partner organizations
- x. Implementation: Review, update, revise and add to the goals and objectives for each of the various elements listed above into a usable implementation tabled that also identifies responsible parties, potential funding sources, and timeframes.
- xi. Appendix Supplemental Data: The City requests an appendix that includes the following
 - 1. Analysis of ESRI and other third party market analysis
 - 2. Housing Market Analysis
 - 3. Demographic and Income analysis
 - 4. Development Opportunities Analysis
- d. Plan Deliverables and Approval: The City anticipates the process will also require drafts of the Plan for review by the Steering Committee at the completion of various key phases of the project. *The City anticipates three to four working meetings with the Steering Committee to complete the review of the proposed plan chapters.*

3. West Downtown Vision Plan Specific

Similar to the 2018 Cultural District Master Plan, the City requests a vision plan for the west side of the Downtown subject to the following goals:

- Progressive, thoughtful, and contextually sensitive, while also being financially viable.
- Maximize pedestrian and bicycle mobility and connections.
- Elevate the role of the public realm, open spaces, and landscaping, particularly along the Fox River, Main Avenue, and Reid Street.
- Identify opportunities and locations for public art.
- Specify optimal business types in order to create synergy from the Cultural Center.
- The plan may be broken into several streets or zones to differentiate between areas within the plan.
- Incorporate St. Norbert College's impact and vision into the planning process.

LINK TO 2018 Cultural District Master Plan:

https://www.deperewi.gov/egov/documents/1530107831_58578.pdf

- a. STUDY AREA – West Downtown Vision Plan: The map to the right illustrates the approximate study area for various elements of the west downtown vision plan. See Section L of this RFP to view a detailed map.



- b. Assessment (Due Diligence and Background Research): Concurrent with the assessment phase of the Comprehensive Plan Update the process shall include a meeting with City staff to review the background to include at a minimum:
 - i. Review of current guiding documents (Comp Plan, Downtown Plan, Zoning Code, Main Street Guidelines)
 - ii. Property inventory and analysis
 - iii. Land Use and business mix inventory and analysis
 - iv. Utilities
 - v. Existing Structures and conditions
 - vi. Environmental
 - vii. Economic/Market Analysis
 - viii. High-level financial pro forma for redevelopment areas
 - ix. Understanding of local development climate and construction costs
- c. Vision and Design: Project team to conduct a 2-3 day charrette with key stakeholders to include at a minimum:
 - x. Kick off with stakeholder group and review of assessment information. Section C.2.C contains a list of the stakeholder groups.
 - xi. Discussion, facilitation, and agreement on a shared vision.
 - xii. Engagement efforts to work through each street/section.
- d. Plan Deliverables: The Plan deliverables shall include at a minimum:
 - i. Summary of Due Diligence and Background Research.
 - ii. Summary of the engagement process and feedback.
 - iii. Economic analysis for the entire geographic area.
 - iv. Subarea Plan for the entire area – differentiated by zone. May include (but not be limited to):
 - a. Public Spaces
 - b. Design intent – possible design/material guidelines
 - c. New Buildings
 - d. Building height and massing recommendations
 - e. List of businesses/land uses that fit economically with the redevelopment plan and also create cultural synergy
 - v. Implementation Strategy that may include (but not limited to)
 - a. Regulatory recommendations
 - b. Incentive policy
 - c. Operational and programming recommendations

D. CITY RESPONSIBILITIES

The Development Services Department will be responsible for administering the project and overseeing the project team's work on this project. Representatives from various City departments will review plans and other documents prepared by the project team. As stated above, the City has staff with significant experience in public engagement and expects to significantly participate in the engagement process. Staff also has a complete GIS Division that can lead or partake in the mapping process for each of the Plans.

E. PROPOSAL REQUIREMENTS

Respondent shall submit one (3) complete original hard copy proposals and one (1) electronic copy in PDF format on USB Flash Drive of the entire proposal in a sealed package marked with the project name, “De Pere 2040 Comprehensive Plan Update and West Downtown Vision Plan” shall be marked on the front of the package. To be considered, proposals must be received no later than 4:00 PM, Central Time, February 26 2021, and delivered to:

Daniel Lindstrom, Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

Proposals received after the deadline will not be accepted. Faxed or emailed proposals will not be accepted. Postmarks before the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or any delivery delays.

Proposals should include the following information, presented in a clear, comprehensive, and concise manner, to illustrate the project teams’ capabilities and technical approach to the work. Each proposal must include the following information:

1. Title Page and/or Cover Letter. Show the proposal title, the name of the organization, address, telephone number(s), email address, name of the primary contact person, the date, and other relevant company information. Provide the name(s) of the person(s) authorized to make representations for your team, their title(s), address, email address, and telephone number(s). Include a list of and contact information for any proposed sub-consultants and the work they will perform.
2. Statement of Qualifications. Brief introduction of the Project Team organization. Summary of your understanding of the project and why your team is best suited to complete the scope of work.
3. Key Staff. Identify the designated project manager or primary contact and key supporting staff. Include resumes for each of the individuals and identify any sub-Consultants.
4. Scope and Approach. State the services your team is proposing to provide. Describe the process and timeline that would be utilized to complete the project.
5. Schedule. Illustrate the Scope and Approach including a breakdown of tasks, timeline, meetings, deliverables, and task responsibility.
6. Experience and Examples. Describe your team’s experience in the required areas of expertise, and its ability to provide the needed services for the City. Include at least three examples in the last five years. List a minimum of three references related to similar work; references matching the three examples are preferred but not required.
7. Cost. Provide a fee computation broken down by the major tasks listed in Section 4 and for the project as a whole. Include the maximum fee not to be exceeded for the services to be rendered.

Failure to complete the above documentation may be grounds to declare an RFP non-responsive and the City may reject the statement of qualifications in whole or in part.

F. EVALUATION CRITERIA

Proposals will be evaluated based on the overall approach, team experience and qualifications, budget, organizational structure, methodology, schedule and fit with the City of De Pere. Proposals will be evaluated according to the following:

1. Project approach and scope. (20 points).
2. Qualifications of the project team and individual members. Particular attention will be given to the experience and the demonstrated ability of the project manager to complete all project tasks. (20 points).
3. Project Team experience and examples (20 points).
4. Understanding of required project work. (20 points).
5. Project cost. (15 points).
6. Quality of the proposal design. (5 points)

G. SELECTION PROCESS

The Project Team selection process will involve the following primary steps.

1. Proposal Review. The proposal review will be based on a comparative assessment and scoring of each document in accordance with the Evaluation Criteria. The City will then select one or more finalist Project Teams to advance in the selection process. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing teams, or to allow corrections of errors or omissions. The City reserves the right to verify any information contained in proposals.
2. Interviews. The City will determine whether interviews are needed, or it may make a selection based on the proposals alone. If determined necessary by the City, the finalist teams will be requested to present their experience, proposed approaches, and personnel in an interview to members of the City's selection team and/or City Council. (Further interview instructions will be provided to the selected finalist team(s).) The City will then review the presentation(s) and select a team to advance in the process.
3. Steering Committee and Plan Commission Review. Based on the results of the selection process, the City's selection team will recommend to the Plan Commission and the Common Council for approval. The final contract must also be approved by the Common Council.
4. Award of Contract. The City will enter into negotiations with a team based on the City's selection team recommendations. Negotiations will be conducted beginning with the team ranked first. If a contract that is satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award will be made to that team. Otherwise, negotiations with the team ranked first will be formally terminated and negotiations conducted with the team ranked second, and so on until a contract can be negotiated at a fair and reasonable price. The City reserves the right to reject any and all proposals submitted.

H. BUDGET

The City has budgeted \$80,000 for this project. This funding is considered sufficient to accomplish the defined scope with assistance from the City in engagement and mapping. Proposals should provide a work plan that best meets the above objectives and scope including all travel and incurred costs. The proposal should also illustrate additional items that could be out of budget but feel would be a benefit to the project.

I. MISCELLANEOUS AND GENERAL PROVISIONS

1. Non-Discrimination Statement: The City of De Pere does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.
2. Rejection of Proposals: The City reserves the right to reject any or all proposals, to divide responsibilities among one or more applicants or firms, to waive formalities, and to select the individual or firm which, in the City's sole judgment, can best perform the scope of services required.
3. Withdrawal of Proposals: the proposer upon submission of a written request may withdraw Proposals.
4. Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong to the City and be subject to public inspection in accordance with the Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by the Project Team shall not be subject to public disclosure under (FOIA) unless otherwise required by law or a court.
5. The City is not liable for any costs incurred by any Project Team in connection with this RFP or any response by any Project Team to this RFP. The expenses incurred by a Project Team in the preparation, submission, and presentation of the proposal are the sole responsibility of the Project Team and may not be charged to the City, regardless of whether or not a Project Team's Proposal is ultimately selected by the City for completion of the work detailed in this RFP.
6. Each Project Team should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or specifications to be provided to the City under this RFP is subject to negotiations with the successful Project Team, and final approval of the City.
7. The Project Team shall maintain, during the life of the Agreement, public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages that may arise from the performance of work under the Agreement.

J. ANTICIPATED PROJECT SCHEDULE

RFP Distribution:	February 3, 2021
Questions Due*:	February 12, 2021
City Responses Due:	February 17, 2021
Submittal Deadline (4:00 p.m. CST)	February 26, 2021
City Review of Responses	March 5, 2021
Interviews (if necessary)	March 16 & 17, 2021

*Note only written questions are permitted.

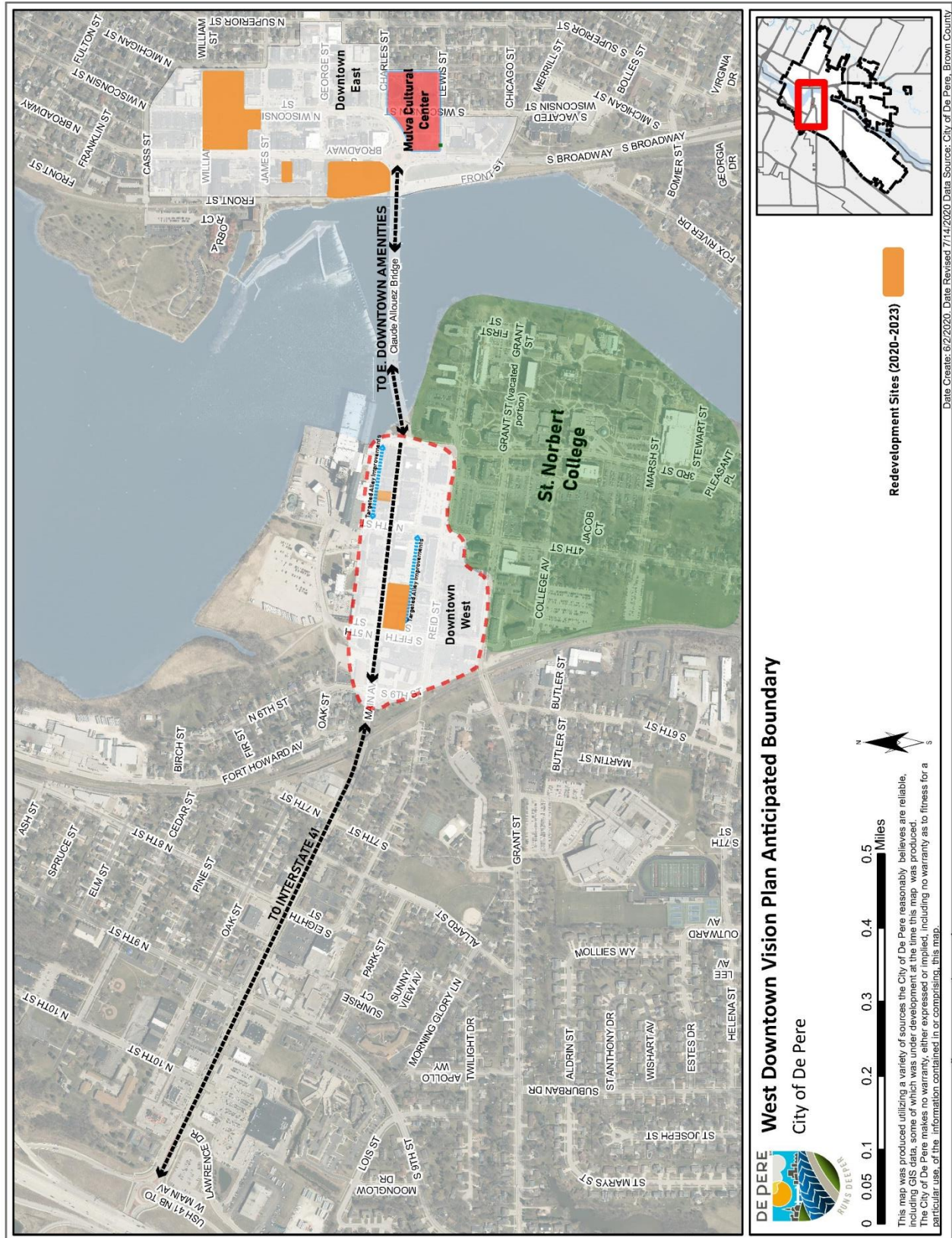
K. QUESTIONS:

All questions shall be submitted in written form to the contact information provided below. Answers will then be provided, via the City website, in written form as a part of an addendum to this RFP.

City of De Pere
ATTN: Daniel J Lindstrom
335 S. Broadway
De Pere, WI 54115
Email: dlindstrom@deperewi.gov

For additional context on the City of De Pere and the digital version of this RFP, please visit our website at <https://www.deperewi.gov/>.

L. APPENDIX: WEST DOWNTOWN VISION PLAN BOUNDARY





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Approve Additional Funding for VFW Access Road, with staff recommendation that the additional funding come from the VFW Pool referendum fund.

The Board of Park Commissioners, at the January 21, 2021 meeting approved requesting an additional \$6,700 from Common Council for the repair of the VFW Access Road. The motion passed unanimously with a 4-0 vote.

We have \$25,000 in our budget to patch, repair and do an overlay on the VFW Access Road next to the new pool. Original estimates called for the \$25,000 we requested. However, after meeting with our consultant and analyzing some areas of bad soil, the cost estimate that came in was for \$31,700.

After hearing from our Public Works Director, staff is recommending that the funding of the entire project (\$31,700) come from the Pool Referendum funding. Our PW Director has indicated the pool construction was the main reason for the road improvement.

ATTACHMENTS:

- VFW CO Workbook (PDF)
- VFW Driveway Work Summary Markup_1-12-21 (PDF)



1820 Radisson St.
Green Bay, WI 54302
O: 920.468.8208
F: 920.468.7160
www.immelconstruction.com

TO: City of De Pere
ATTN: Marty Kosobucki

RE: VFW Park Aquatics Center
De Pere, WI
Immel Construction, Inc. Job #2020-037

Request for Change Order

Project Name	VFW Park Aquatics Center	RFI Number	N/A
Project Location	De Pere, WI	CB Number	N/A
Project Number	2020-037	FO Number	N/A
Contractor	Immel Construction, Inc.	CO Number	
Date	1/7/2021	Procore CE	41

Description:	Schedule Impact (Calendar Days)	0
Cost associated with removal of asphalt, spot soil corrections, and new asphalt surface course with striping per attached drawing from Graef and site review with De Pere.		

Immel Construction, Inc. Self-Performed Costs

Labor		\$ -
Materials		\$ -
Equipment		\$ -
Sales Tax (Materials Only)	0.0%	\$ -
Mark-Up	10.0%	\$ -
Immel Construction, Inc. Subtotal		\$ -

Subcontractors Costs

Total (See Back-ups for Breakdown)		\$ 28,289.00
Mark-Up	10.0%	\$ 2,828.90
Subcontractors Costs Subtotal		\$ 31,117.90

Immel Construction, Inc. Subtotal		\$ -
Subcontractors Costs Subtotal		\$ 31,117.90
Bond	2.0%	\$ 622.36
Unit Prices Per Bid		\$ -

Total Cost of CO		\$ 31,740.26
Schedule Impact (Calendar Days)		0 Day(s)

Marty Kosobucki, City of De Pere Date

Immel Construction, Inc. Date

Please sign and return. Thank you.



1820 Radisson St.
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F: 920.468.7160
www.immelconstruction.com

Summary Sheet VFW Park Aquatics Center

Project Name	VFW Park Aquatics Center	RFI Number	N/A
Project Location	De Pere, WI	CB Number	N/A
Project Number	2020-037	FO Number	N/A
Contractor	Immel Construction, Inc.	CO Number	TBD
Date	1/7/2021	Procore CE	41

Description:	Schedule Impact (Calendar Days)	0
Cost associated with removal of asphalt, spot soil corrections, and new asphalt surface course with striping per attached drawing from Graef and site review with De Pere.		

Labor Costs		\$	-
Materials Cost		\$	-
Large Tool and Equipment Costs		\$	-
Sales Tax (Materials Only)	0.0%	\$	-
Subtotal		\$	-
Markup (Overhead & Profit) on Subtotal	10.0%	\$	-
Total Contractor Costs With Markup		\$	-
Subcontractor Costs		\$	28,289.00
Subcontractor Markup	10.0%	\$	2,828.90
Total Subcontractor Cost With Markup		\$	31,117.90
Bond	2.0%	\$	622.36
Unit Prices Per Bid		\$	-

Total Change Cost to Owner	\$	31,740.26
Schedule Impact (Calendar Days)		0 Day(s)



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F: 920.468.7160

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Materials: Old National Bank

Project Name	VFW Park Aquatics Center	RFI Number	N/A
Project Location	De Pere, WI	CB Number	N/A
Project Number	2020-037	FO Number	N/A
Contractor	Immel Construction, Inc.	CO Number	TBD
Date	1/7/2021	Procore CE	41

Materials

Qty	Item	Unit Cost	Extended Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
5%	Small Tools (5% of Total Labor)	\$ -	\$ -
Total Costs for Materials			\$ -

Labor

Hrs		Rate	Extended Cost
	Foreman	\$ 96.45	\$ -
	Journeyman	\$ 89.65	\$ -
	Apprentice	\$ 88.22	\$ -
	Foreman	\$ 96.45	\$ -
	Journeyman	\$ 89.65	\$ -
	Apprentice	\$ 88.22	\$ -
	Foreman	\$ 96.45	\$ -
	Journeyman	\$ 89.65	\$ -
	Apprentice	\$ 88.22	\$ -
	Foreman	\$ 96.45	\$ -
	Journeyman	\$ 89.65	\$ -
	Apprentice	\$ 88.22	\$ -
	Foreman	\$ 96.45	\$ -
	Journeyman	\$ 89.65	\$ -
	Apprentice	\$ 88.22	\$ -
Total Costs for Labor			\$ -



1820 Radisson St.
Green Bay, WI 54302
O: 920.468.8208
F: 920.468.7160
melconstruction.com

Large Tools and Major Equipment

Project Name	VFW Park Aquatics Center	RFI Number	N/A
Project Location	De Pere, WI	CB Number	N/A
Project Number	2020-037	FO Number	N/A
Contractor	Immel Construction, Inc.	CO Number	TBD
Date	1/7/2021	Procure CE	41

Large Tools and Major Equipment

Qty	Item	Unit Rate	Unit Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Costs Tools & Major Equipment			\$ -

Unit Prices per Bid Form

(Prices Already Include Overhead, Profit, & Bond)

Qty	Item	Unit Rate	Unit Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Costs Unit Bid Prices			\$ -



1820 Radisson St.
Green Bay, WI 54302
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F: 920.468.7160
www.immelconstruction.com

Subcontractors

Project Name	VFW Park Aquatics Center	RFI Number	N/A
Project Location	De Pere, WI	CB Number	5
Project Number	2020-037	FO Number	N/A
Contractor	Immel Construction, Inc.	CO Number	TBA
Date	1/7/2021	Procore CE	42

Name	Trade or Specialty	Cost
NEA		\$ 19,370.00
Ostrenga		\$ 8,919.00
Total Costs for Above Subcontractor(s)		\$ 28,289.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Approve the Change Order Request for Gas Fired Heater at VFW Pool, with funding to come from the general fund undesignated reserves.

The Board of Park Commissioners, at the January 21, 2021 meeting approved the change order request for a gas fired heater to be installed in the mechanical building at the VFW Aquatic Facility, with the funds coming from undesignated reserves. The motion passed unanimously with a 4-0 vote. The request for a gas fired heater is being requested from our Maintenance Supervisor. It is felt that by keeping heat in the building during the fall/winter/spring we will save on long term maintenance of our mechanical equipment.

ATTACHMENTS:

- VFW CO Workbook (PDF)
- VFW Change order #6(PDF)
- Engobos cost (PDF)



1820 Radisson St.
Green Bay, WI 54302
O: 920.468.8208
F: 920.468.7160
www.immelconstruction.com

TO: City of De Pere
ATTN: Marty Kosobucki

RE: VFW Park Aquatics Center
De Pere, WI
Immel Construction, Inc. Job #2020-037

Request for Change Order

Project Name	VFW Park Aquatics Center	RFI Number	34
Project Location	De Pere, WI	CB Number	N/A
Project Number	2020-037	FO Number	N/A
Contractor	Immel Construction, Inc.	CO Number	
Date	12/17/2020	Procore CE	39

Description:	Schedule Impact (Calendar Days)	0
Revision #1 - Cost associated with F&I of unit heater per Revised RFI 34. Modine HDB60 heater submittal attached.		

Immel Construction, Inc. Self-Performed Costs

Labor		\$	-
Materials		\$	-
Equipment		\$	-
Sales Tax (Materials Only)	0.0%	\$	-
Mark-Up	10.0%	\$	-
Immel Construction, Inc. Subtotal		\$	-

Subcontractors Costs

Total (See Back-ups for Breakdown)		\$	5,921.00
Mark-Up	10.0%	\$	592.10
Subcontractors Costs Subtotal		\$	6,513.10

Immel Construction, Inc. Subtotal		\$	-
Subcontractors Costs Subtotal		\$	6,513.10
Bond	2.0%	\$	130.27
Unit Prices Per Bid		\$	-

Total Cost of CO		\$	6,643.37
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Schedule Impact (Calendar Days) **0 Day(s)**

Marty Kosobucki, City of De Pere

Date

Immel Construction, Inc.

Date

Please sign and return. Thank you.



1820 Radisson St.
Green Bay, WI 54302
O: 920.468.8208
F: 920.468.7160

www.immelconstruction.com

Summary Sheet VFW Park Aquatics Center

Project Name	VFW Park Aquatics Center	RFI Number	34
Project Location	De Pere, WI	CB Number	N/A
Project Number	2020-037	FO Number	N/A
Contractor	Immel Construction, Inc.	CO Number	TBD
Date	12/17/2020	Procore CE	39

Description:	Schedule Impact (Calendar Days)	0
Revision #1 - Cost associated with F&I of unit heater per Revised RFI 34. Modine HDB60 heater submittal attached.		

Labor Costs		\$	-
Materials Cost		\$	-
Large Tool and Equipment Costs		\$	-
Sales Tax (Materials Only)	0.0%	\$	-
Subtotal		\$	-
Markup (Overhead & Profit) on Subtotal	10.0%	\$	-
Total Contractor Costs With Markup		\$	-
Subcontractor Costs		\$	5,921.00
Subcontractor Markup	10.0%	\$	592.10
Total Subcontractor Cost With Markup		\$	6,513.10
Bond	2.0%	\$	130.27
Unit Prices Per Bid		\$	-

Total Change Cost to Owner	\$	6,643.37
Schedule Impact (Calendar Days)		0 Day(s)



1820 Radisson St.
Green Bay, WI 54302
O: 920.468.8208
F: 920.468.7160

www.immelconstruction.com

Material: Old National Bank

Project Name	VFW Park Aquatics Center	RFI Number	34
Project Location	De Pere, WI	CB Number	N/A
Project Number	2020-037	FO Number	N/A
Contractor	Immel Construction, Inc.	CO Number	TBD
Date	12/17/2020	Procore CE	39

Materials

Qty	Item	Unit Cost	Extended Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
5%	Small Tools (5% of Total Labor)	\$ -	\$ -
Total Costs for Materials			\$ -

Labor

Hrs		Rate	Extended Cost
	Foreman	\$ 96.45	\$ -
	Journeyman	\$ 89.65	\$ -
	Apprentice	\$ 88.22	\$ -
	Foreman	\$ 96.45	\$ -
	Journeyman	\$ 89.65	\$ -
	Apprentice	\$ 88.22	\$ -
	Foreman	\$ 96.45	\$ -
	Journeyman	\$ 89.65	\$ -
	Apprentice	\$ 88.22	\$ -
	Foreman	\$ 96.45	\$ -
	Journeyman	\$ 89.65	\$ -
	Apprentice	\$ 88.22	\$ -
	Foreman	\$ 96.45	\$ -
	Journeyman	\$ 89.65	\$ -
	Apprentice	\$ 88.22	\$ -
Total Costs for Labor			\$ -



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Green Bay, WI 54302
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F: 920.468.7160
www.immelconstruction.com

Large Tools and Major Equipment

Project Name	VFW Park Aquatics Center	RFI Number	34
Project Location	De Pere, WI	CB Number	N/A
Project Number	2020-037	FO Number	N/A
Contractor	Immel Construction, Inc.	CO Number	TBD
Date	12/17/2020	Procore CE	39

Large Tools and Major Equipment

Qty	Item	Unit Rate	Unit Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Costs Tools & Major Equipment			\$ -

Unit Prices per Bid Form

(Prices Already Include Overhead, Profit, & Bond)

Qty	Item	Unit Rate	Unit Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Costs Unit Bid Prices			\$ -



1820 Radisson St.
Green Bay, WI 54302
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F: 920.468.7160
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Subcontractors

Project Name	VFW Park Aquatics Center	RFI Number	34
Project Location	De Pere, WI	CB Number	N/A
Project Number	2020-037	FO Number	N/A
Contractor	Immel Construction, Inc.	CO Number	TBD
Date	12/17/2020	Procore CE	39

Name	Trade or Specialty	Cost
		\$ -
		\$ -
Northland		\$ 1,490.00
Engobos		\$ 4,431.00
Total Costs for Above Subcontractor(s)		\$ 5,921.00



12/15/2020

Immel Construction
1820 Radisson Street
Green Bay, WI 54302

Attn: Max Rango
Re: VFW Change order #6

Dear Max:

Northland Electrical Services is pleased to provide Immel the following prices for the electrical work associated with the changes to the scope of work at the VFW aquatic facility in DePere. Included with in our price is labor, materials, and equipment to complete as listed with the following clarifications.

Electrical Scope of Work:

- **Mechanical building heater: (\$1,490.00)**
 - Purchase/install 120-volt 20-amp breaker.
 - Purchase/install local disconnect toggle switch.
 - Purchase/install ¾" conduit and #12 wire to heater.
 - Purchase/install ¾" conduit and #12 wire for 120-volt TSTAT.
 - Provide terminations for breaker, heater, and 120-volt TSTAT.

Clarifications:

- Tax is not included.
- All work to be done during normal hours (6am-4:30pm)

If you have any questions please call me at (920) 531-1197.

Sincerely,

Ben Quella
Northland Electrical Services LLC



Residential • Commercial • Industrial
Sales • Service • Installation

To: Immel Construction
ATTN: Estimation Dept.

Project: VFW Park Pool
730 Grant Street
De Pere, WI 54115

Base Bid

We hereby propose to furnish material/labor-complete in accordance with specifications below for the sum of:

Four Thousand Four Hundred Thirty-One Dollars-----\$4,431.00

Engebos Heating & Cooling, Inc. proposes to install a gas fired unit heater in the mechanical building. Equipment, Materials and labor as follows:

Equipment Included:

- 1 – HDB 60AS0111NBAN Modine gas fired unit heater
- 1 – Programmable thermostat

Installation Includes:

- Hanging new gas fire unit heater
- Venting with B-vent through the roof
- Gas piping
- New unit start-up

Not Included:

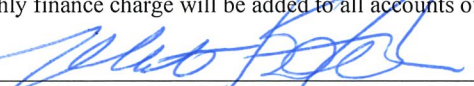
- All Line-voltage wiring

Date 12/15/20

Term: 30 days from invoice

This proposal signed by you and returned to us shall constitute a contract. Any change in contract must be agreed upon in writing. All agreements are Contingent upon strikes, accidents, delays of carriers and other contingencies unavoidable and beyond control. Quotation subject to 30 day's acceptance, also subject to change without notice before actual receipt of acceptance. 1.5% monthly finance charge will be added to all accounts over 30 days.

Accepted By: _____

Per 
Matthew P. Kersten, Estimator
mkersten@engeboshvac.com
920-336-9937 Phone
920-660-7347 Cell



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on the application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Jeff L. Labombarb, O.T.R. Pub, 413 Main Ave. Submitted by Jeff L. Labombarb, Green Bay, WI.

ATTACHMENTS:

- Beiderwieden Denial recommendation for OTR Liq Lic 2020 (2) CC 2-2-21 (PDF)
- License Committe & CC - Granting of New Liquor Licenses (PDF)
- Operator App Labombarb (PDF)

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: License Committee Members

From: Derek A. Beiderwieden, Chief of Police

Date: January 29, 2021

Subject: OTR License Application Recommendation

OTR, formerly known as On the Rocks, a bar located at 413 Main Avenue in De Pere, is applying for a new liquor license.

Officers from the De Pere Police Department have received numerous calls for service (at least seven) and have discovered other violations on their own at this address since early 2018. The police department has taken enforcement action at On the Rocks that included violations of allowing underage individuals on licensed premises, underage drinking/consumption violations, false identification violations, obstructing police, a weapons call, battery and disorderly conduct. This location is widely known to be a popular establishment for underage high school and college students. Up to 150 citations have been issued in the last three years to patrons and staff at this address.

Problems like those noted above create issues for the surrounding area, not just the licensed establishment. Other businesses and residential spaces located near this establishment are all negatively affected by illegal activity. In order to maintain public peace and order in and around this part of the city's vibrant Downtown, I am recommending the application for a new liquor license at this premises be denied.

MEMORANDUM

TO: Members of the License Committee
Members of the Common Council

FROM: Kristen Johnson, Assistant City Attorney

DATE: February 2, 2021 (meeting date)

RE: Granting New Liquor Licenses

This memo is to provide you with information on State law requirements concerning Council authority in granting new liquor licenses.

The basic qualifications for receiving an alcohol license are established in Wis. Stat. §125.04, and include, among other things, requirements that the individual has attained the legal drinking age, has completed a responsible beverage server training course within two years prior to the date of application, and does not have an arrest or conviction record in violation of the statutes. While a municipality is required to issue an operators (bartenders) license to any applicant who is qualified under Wis. Stat. 125.04(5), the same is not true for issuance of a retail liquor license.

There is no right to a retail liquor license in Wisconsin, rather the issuance of such a license is a privilege granted by local authorities. A municipality may determine to not issue or grant a license for any reason that is not discriminatory or arbitrary, while the decision to revoke or suspend or not renew a previously granted liquor license requires the occurrence of specific alcohol related violations. The decision to issue or grant a new liquor license is discretionary as described in Wis. Stat. § 125.12(3m), which states:

125.12(3m) Refusals by local authorities to issue licenses. If a municipal governing body or duly authorized committee of a city council decides not to issue a new license under this chapter, it shall notify the applicant for the new license of the decision not to issue the license. The notice shall be in writing and state the reasons for the decision.

As noted above however, a decision to not grant a new retail license cannot be arbitrary or discriminatory. Rather, the decision to not issue a new retail license should be based upon objective factors bearing on the public health, safety and welfare of the community.

I am unable to attend the meeting on February 2, 2021, but please feel free to contact me directly if you have any questions prior to the meeting.

KKJ

Cc: Judith Schmidt-Lehman, City Attorney

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: June 30, 2021
(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 1.7.c	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30</u>
TOTAL FEE	\$

R# 15781

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

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

1. Trade Name O.T.R. Pub Business Phone Number 920-530-1399

2. Address of Premises 413 Main Ave De Pere Post Office & Zip Code 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.)

Alcohol will be stored behind the bar on shelf and cabinets.

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? On the Rocks 2

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 _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) <i>Lombardi JEFF</i>	Title/Member <i>Owner</i>	Date <i>1/13/2021</i>
Signature <i>Jeff Lombardi</i>	Phone Number <i>920-530-1399</i>	Email Address <i>besinn2@gmail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>1-15-21</i>	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 2, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #21-14 Approving Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc. (2021 Water Management Assistance Program).

The Board of Park Commissioners, at the January 21, 2021 meeting, approved the 2021 Aquatics Water Management Agreement and moved to send it to Council for approval. The motion passed unanimously with a 4-0 vote.

The agreement reflects operations of both Legion Pool and VFW Aquatic Facility, and is an extension to our past agreement which covered only Legion Pool.

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ATTACHMENTS:

- Reso21-14 (PDF)
- City of De Pere SWM 2021 (PDF)

RESOLUTION #21-14

APPROVING OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT
WITH CARRICO AQUATIC RESOURCES, INC.
(2021 Water Management Assistance Program)

WHEREAS, the City of De Pere is in need of chemical administration and maintenance assistance services during the 2021 swimming season for Legion Pool and the VFW Aquatic Facility; and

WHEREAS, Carrico Aquatic Resources, Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish said services during the required timeframe.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc., as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of February, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 1/21/2021



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

November 12, 2020

Mr. John McDonald
Recreation Supervisor
De Pere Parks, Recreation & Forestry Department
600 Grant Street
De Pere, Wisconsin, 54115

RE: Water Management Assistance Program Renewal

Dear John,

Thank you for giving Carrico Aquatic Resources, Inc. the opportunity to provide you with water management services for the last 6 years and we look forward to doing so again in 2021.

As always, Carrico Aquatic Resources, Inc. utilizes expert knowledge from professional engineers, certified Aquatic operator instructors, chemical engineers, microbiologists and seasoned pool operators to solve pool and spa challenges and to ensure efficient operation in compliance with federal and state regulations.

Please review the enclosed information that outlines the terms of the water management program for your aquatic facility. To move forward, we will need the enclosed documents filled out and a purchase order number provided.

If you have any questions, please contact me at 800.832.7147.

Thank you,

Matt Carrico
President
Carrico Aquatic Resources, Inc.



OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT

This Operation and Maintenance Assistance Agreement (the "Agreement") dated as of November 12, 2020 is between the City of De Pere (the "Owner"), whose address is 600 Grant Street, De Pere, Wisconsin 54115 and Carrico Aquatic Resources, Inc. ("Carrico"), whose address is 720 N. Parkway, Jefferson, Wisconsin 53549

RECITALS

Whereas, Owner is the Owner of an aquatic facilities as describe in Exhibit A of this Agreement (the "Facilities"); and

Whereas, Owner desired to engage Carrico to assist Owner to operate and maintain the Facilities and Carrico desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

Whereas, Owner is authorized by law to enter into this Agreement;

Now, therefore, in the consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ASSUMPTIONS

In our proposal we have assumed the following:

- Scope of services as outlined in the next section is the primary basis of Carrico's proposal.
- As contractor to Owner, Carrico will provide management assistance and consultation for Owner to achieve optimum performance and to maintain related equipment for system integrity within budgeted resources.
- Carrico will interpret all meters and gauge readings as designated by code and provide Owner with recommendations and evaluation.
- Carrico in consultation with Owner, has the authority to close the Facilities to swimmers should unsafe conditions exist and keep Facilities closed until corrective actions have been successful.
- Carrico believes in continuing education of its employees, which translates into Owner receiving the advantages of the latest proven technology programs to provide the safest pools, to reduce liability and increase life expectancy of equipment and structure.
- Carrico does not formulate policy nor assume any ownership of the system, unless other wise stated. The Owner is responsible for all capital outlay items unless otherwise stated.

- Terms of this Agreement will be self-perpetuating unless either party, for whatever reason, wishes to terminate and follows the termination procedures set forth herein.

ARTICLE I: SCOPE OF SERVICES

Carrico agrees to provide the following equipment, chemicals and services:

- 1.1 Water treatment equipment needed to maintain pool chemicals per Wisconsin state code for Legion and VFW Pools.
- 1.2 All chemicals needed to maintain pool chemical levels as required by Wisconsin state code
- 1.3 Operator Training
- 1.4 Delivery of chemicals freight on board from closest point
- 1.5 14 Point water analysis every 4-6 weeks
- 1.6 Routine visits to check equipment and chemical inventory. "Routine" for the purposes of this agreement shall mean every 4-6 weeks

ARTICLE II: OWNERS' RESPONSIBILITIES

- 2.1 Operate facilities according to State of Wisconsin's Department of Health Swimming Pool Code, in a safe and healthy manner, consistent with education and training provided by Carrico.
- 2.2 Designate in writing, the employees to be trained by Carrico. Designated individuals will be available for training on the agreed upon date and time. Additional training for individuals not in attendance or for new employees will be billed outside of this agreement, at the rate of \$115.00 per hour.
- 2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
- 2.4 Notifying Carrico minimum of 14 days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals freight on board from closest location.
- 2.5 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or for other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.
- 2.6 Owner assumes and shall bare the entire risk of loss, theft, damage, destruction, storage, handling and feeding of the equipment and chemicals provided from any cause whatsoever, except losses resulting from the defective design or manufacture of the equipment or chemicals and except losses from the time place and manner of the performance of maintenance that is Carrico's responsibility under this agreement. Owner shall at Owner's expense keep the equipment and chemicals insured against theft, damage, spills and/or destruction. Said insurance shall provide a provision naming Carrico as an additional insured for Carrico's interest in such equipment and chemicals.

ARTICLE III: CARRICO AQUATIC RESOURCES, INC. RESPONSIBILITIES

- 3.1 Provide chemicals and services as described in Article I.
- 3.2 Provide sanitizer and balancing chemicals needed to maintain the pool water chemistry within State of Wisconsin's Department of Public Health Guidelines.
- 3.3 Routine visits to the Facilities to check equipment and water chemistry.

ARTICLE IV: COMPENSATION

- 4.1 Owner's guaranteed yearly investment for chemicals, operator training, and monthly visits at Legion Pool is thirteen thousand nine hundred five and 00/100 dollars (\$13,905.00).
- 4.2 Owner shall pay Carrico three thousand four hundred seventy-six and 25/100 dollars (\$3,476.25) due on the first day of May, June, July and August for the 2021 pool season for Legion Pool.
- 4.3 Owner's guaranteed yearly investment for chemicals, operator training, and monthly visits at VFW Pool is eleven thousand five hundred and no/100 dollars (\$11,500.00).
- 4.4 Owner shall pay Carrico two thousand eight hundred seventy-five and no/100 dollars (\$2,875.00) due on the first day of May, June, July and August for the 2021 pool season for VFW Pool.
- 4.5 There will be a one time charge per season of three hundred and no/100 dollars (\$300.00) to cover all deliveries to both pools.

ARTICLE V: TERM

- 5.1 This Agreement time period is for the 2021 swimming season.
- 5.2 Terms of this Agreement are a guaranteed yearly investment. This is a one year minimum agreement and will be self-perpetuating unless either party for whatever reason, wished to terminate.

ARTICLE VI: TERMINATION

- 6.1 Either party wishing to terminate agreement, must do so in writing no later than thirty days from the anniversary of the original signing of the agreement, of any given year.
- 6.2 If Owner terminates agreement within the first year or between anniversary dates in subsequent years, a Five Hundred Dollar (\$500.00) fee, per pool and or spa as designated in Exhibit A, will be assessed for removal of equipment and/or chemicals.
- 6.3 Owner agrees to allow Carrico access to Facilities within thirty days of termination of agreement to remove Carrico's equipment and/or chemicals.
- 6.4 Owner may terminate this agreement without penalty if Carrico fails to:
 - Supply chemicals as outlined in this agreement in a timely manner;
 - Perform routine visits to named Facilities
 - Provide routine water analysis report.
- 6.5 If the Owner terminates this Agreement pursuant to Section 6.4, the Owner agrees to give one written notice to Carrico of Owner's reason for potential termination and agrees to allow Carrico three weeks to correct any deficiencies before giving a final written notice of termination without penalty for removal of equipment and/or chemicals.

ARTICLE VII: MISCELLANEOUS

- 7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof without the written approval of the Owner unless there is an emergency. If there is an emergency, Carrico shall provide the Owner with verbal notice of the capital replacement as soon as possible.
- 7.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing and signed by both parties.

- 7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by registered mail to Carrico, attention: President, and to Owner, attention _____, at the address set forth for each in the opening paragraph of this Agreement.
- 7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.
- 7.5 Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 7.6 Service Calls that are the result of the Owner or the Owner's Operator created by neglect for routine housekeeping responsibilities are billable at a rate of \$115.00 per hour while on site. Routine housekeeping is defined as, but not limited to the following: maintaining correct water level, backwashing filter(s), keeping chemical feed equipment supplied with chemicals, performing daily preventive maintenance on chemical feed equipment, vacuuming pool, cleaning hair/lint basket(s), and skimmer baskets, removing oily buildup at waterline, daily testing of chemical levels and logging said results, as required by code, recording all gauge readings and cleaning sensors and restandardization of controller, adding of chemicals per Carrico directions.
- 7.7 Service Calls resulting from equipment failure, not related to routine housekeeping as defined in 7.6, are the expenses of Carrico.
- 7.8 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.
- 7.9 All chemicals used will be only those approved by and purchased from Carrico.

ARTICLE VIII: AUTHORIZATION

- 8.1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date of _____, 20_____.

CARRICO AQUATIC RESOURCES, INC.

CITY OF DE PERE - OWNER

By: _____
Matt Carrico

By: _____
Owner

P.O. _____

Exhibit A

"Facilities" as referred to in this document consist of the following:

- 309,000 gallon Legion main pool
- 309,442 gallon VFW leisure pool
- 15,265 gallon VFW wading pool
- 6,842 gallon VFW slide complex



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #21-15 Authorizing Agreement for Consulting Services Between the City of De Pere and Fred Kolkmann Tennis & Sport Surfaces, LLC (VFW Tennis Court Resurfacing and Redesign).

The Board of Park Commissioners, at the January 21, 2021 meeting, approved the consultant agreement with Fred Kolkman Tennis and Sports Court LLC for the designs and specification for the resurfacing and redesign of the VFW tennis court facility. The motion passed unanimously, with a 4-0 vote. Mr. Kolkman will assist us in developing the required plans and specifications to redesign the current VFW Tennis courts from a facility with three tennis courts to a facility that will have two tennis courts and two pickle ball courts. In addition, Mr. Kolkman will assist with developing the specifications for patching the pavement and applying a new color coat surface.

ATTACHMENTS:

- Reso21-15 (PDF)
- Consultant Agreement-Fred Kolkmann Tennis & Sport Surfaces, LLC(VFW Tennis Court Resurfacing and Design)1-27-21-151-002-21 (PDF)
- Exhibit A-Fred Kolkmann Tennis & Sport Surfaces-VFW Tennis Courts Resurfacing & Design (PDF)

RESOLUTION #21-15

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
(VFW Tennis Court Facility Resurfacing and Redesign)

WHEREAS, the City is in need of contracting with a firm to provide plan development and design specification services regarding the resurfacing and redesign of the VFW Tennis Court Facility; and

WHEREAS, Fred Kolkmann Tennis & Sport Surfaces, LLC has available and offers to provide personnel and equipment necessary to accomplish the work within the required timeframe.

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 Consulting Services Between the City of De Pere and Fred Kolkmann Tennis & Sport Surfaces, LLC as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of February, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 1/21/2021

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE
AND FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
(VFW Tennis Court Facility Resurfacing and Redesign)**

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Fred Kolkmann Tennis & Sport Surfaces, LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a firm to provide plan development and design specification services regarding the resurfacing and redesign of the VFW Tennis Court Facility.

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 (Exhibit A), which is attached hereto and incorporated by reference. If a conflict exists between the terms and conditions of Exhibit A and 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 exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibit A, in response to the itemization of tasks in City's solicitation for quotes. 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 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 phase of the project. 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 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:

Fred Kolkmann Tennis & Sport Surfaces, LLC
Attn: Fred Kolkmann, CTCB
President
1921 Mayfair Road
Grafton, WI 53024

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

FRED KOLKMANN TENNIS &
SPORT SURFACES, LLC

CITY OF DE PERE, WISCONSIN

By: _____
Fred Kolkmann, CTCB
President

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2021\Consultant Agreement-Fred Kolkmann Tennis & Sport Surfaces, LLC (VFW Tennis Court Resurfacing and Redesign)1-27-21.docx



FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
1921 MAYFAIR RD
GRAFTON, WI 53024
262 - 685 - 7507
Email: courtbuilder@ameritech.net
www.kolkmanncourtbuilder.com



January 12, 2021

Mr. Marty J. Kosobucki
 Director of Parks, Recreation and Forestry
 City of De Pere
 925 S. Sixth Street
 De Pere, WI. 54115

Dear Marty,

Re: Plans and Specifications Proposal – VFW Park Tennis Courts

I am pleased to submit the following proposal to create plans, specifications, and provide inspection services for the recoating of the tennis courts at VFW Park, located in the City of De Pere, WI.

PROJECT DESCRIPTION

The work is to include:

- 1) Powerwash courts
- 2) Level Low areas
- 3) Fill structural cracks and control joints
- 4) Apply a 2 coat flexible Acrylic coating
- 5) Apply a 2 coat flexible color system (ITF Rating 3)
- 7) Stripe courts with new layout of 2 tennis courts and 2 Pickleball courts.

Alternate for installion of a crack membrane over the cracks.

SCOPE OF WORK

PHASE I - DESIGN SERVICES

- We will re-evaluate the site as necessary for reconstruction.
- Develop construction plans and technical specifications for the tennis courts project for contractor bidding. Construction plans will include details showing how the various components of the project are to be constructed and the types of materials to be used.
- Technical specifications will be provided to assure quality control and to aid the contractor in materials and product selection and use. Specifications will be developed along with your assistance concerning insurance, performance bonds, construction schedule, wage rates and other items relevant to the project.
- Prior to construction bidding, we will contact several contractors that typically perform this type of work to inform them of the project and to solicit bids. We will also make additional plan sets available for other interested bidders.
- Conduct a Pre-Bid Meeting on-site with Owner and Contractors to review the scope of work, view the work site and to answer any questions about the project prior to the bid date.

FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
1921 MAYFAIR RD
GRAFTON, WI 53024
262 - 685 - 7507
Email: courtbuilder@ameritech.net
www.kolkmanncourtbuilder.com

- Provide a bid tabulation form for the bid opening and assist with the analysis of the bid results to determine the low bidder.

PHASE II – CONSTRUCTION ADMINISTRATION AND INSPECTION

When construction of the project is authorized by the Owner, we will conduct and document the pre-construction conference, review submittals, verify payment requests, prepare a construction photo log, and provide intermittent inspection as needed. We will also conduct the pre-final and final inspections, and obtain a signed and dated guarantee. At completion, the project progress book, which includes both the construction documents and construction administration records, will be presented to the Owner for future reference.

EXEMPTIONS

Our work will not include any design for ADA access or storm water management plans since this is deemed a maintenance project.

SCHEDULE

Schedule of work to be determined.

INSURANCE

We will maintain insurance for Workers Comp, \$1M General Liability, and a \$1M Professional Liability policy.

FEES

For the plans and specifications, we propose to perform the work described herein for a fee of two thousand dollars and no cents (\$2,000.00), in accordance with our Standard Terms and Conditions. This would be invoiced after the bid opening.

For the inspection services we propose to perform the work described herein for a fee of two thousand five hundred dollars and no cents (\$2,500.00), in accordance with our Standard Terms and Conditions. Any change orders agreed to by both parties will be subject to a 10% fee. The inspection services would be invoiced after completion.

If the services covered by this agreement have not been completed within 12 months of the date of beginning work through no fault of ours, the amounts of compensation, rates and multiples set herein shall be adjusted.

Our terms and conditions apply to this contract and are attached. This proposal is good for 90 days.

This contract shall be governed by the laws of the State of Wisconsin.

Sincerely,

Fred Kolkman Tennis & Sport Surfaces, LLC.

Fred Kolkman

Fred Kolkman, CTCB
 President



FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
1921 MAYFAIR RD
GRAFTON, WI 53024
262 - 685 - 7507
Email: courtbuilder@ameritech.net
www.kolkmanncourtbuilder.com

FRED KOLKMANN TENNIS & SPORT SURFACES, LLC.
Terms and Conditions

1. **Invoicing and payments:** Invoices shall be rendered as indicated. Payment is due within 30 days of invoice unless other terms are specified in the body of the contract. If payments are not received in a timely manner per the payment schedule, Fred Kolkmann Tennis & Sport Surfaces, LLC, reserves the right to file a Mechanics' Lien against the property. Any invoice unpaid after 60 days from the invoice date, may cause Fred Kolkmann Tennis & Sport Surfaces, LLC to withdraw permanently from any and all future activity on the project, and all other projects.
2. **Interest and Unpaid Balance Due:** If any amount is not paid by Client when due, the unpaid balance shall accrue interest at annual effective rate of 18%.
3. **Document Ownership:** All original calculations, sketches and construction document drawings shall remain the property of Fred Kolkmann Tennis & Sport Surfaces, LLC.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Resolution #21-16 Authorizing Agreement for Contractor Services Between The City of De Pere and Robertson Dynasty Inc. (Tree Pruning Services- City Area 3).

The Board of Park Commissioners, at the January 21, 2021 meeting, approved the Tree Pruning RFP from Monster Tree Service of Northeast Wisconsin in the amount of \$65,000 for services in area 3 of the city. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:

- Reso21-16 (PDF)
- Monster Tree Company of NE WI(Tree Pruning)1-26-20-151-001-21 (PDF)
- Exhibit A-Monster Tree Service (PDF)
- Exhibit B-Monster Tree Service (PDF)
- Memo to Park Board (PDF)
- Tree Pruning RFP Bid Tab (PDF)
- Selner Tree Service Bid (PDF)
- Big Boy's Landscape Bid (PDF)
- Fox Valley Tree Care Bid (PDF)

RESOLUTION #21-16

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERTSON DYNASTY INC.
(Tree Pruning Services – City Area 3)

WHEREAS, the City is in need of tree pruning services for an area within the city designated as Tree Pruning Area 3; and

WHEREAS, Robertson Dynasty Inc., d/b/a Monster Tree Service of Northeast Wisconsin has available and offers to provide personnel and equipment necessary to accomplish the work within the required timeframe.

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 Contractor Services Between the City of De Pere and Robertson Dynasty Inc. as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of February, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 1/21/2021

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERTSON DYNASTY INC.
(Tree Pruning Service – City Area 3)**

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between the City of De Pere, Wisconsin, a Wisconsin municipal corporation (“City”), and Robertson Dynasty Inc., a Wisconsin corporation, d/b/a Monster Tree Service of Northeast Wisconsin (“Contractor”).

WITNESSETH

WHEREAS, the City is in need of tree pruning services for an area within the city designated as Tree Pruning Area 3; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish the work within the required time.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Contractor’s Proposal thereto (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Contractor’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 Contractor agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties. Such writing shall include the scope of the work to be done, the schedule for commencing and completing the work and the basis for compensation for such work.

II. SCOPE OF CONTRACTOR SERVICES

Contractor agrees to perform those services as described in Exhibit A, specifically related to Tree Pruning Area 3, as designated by City.

III. CITY OBLIGATIONS

City agrees to be actively involved with all aspects of the project, including the provision of a detailed map of the project area and table showing current tree sizes within the project area, as well as access to City's GIS system.

IV. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall commence work after notice and proceed with all deliberate speed to meet the time requirements of the City. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay performance, Contractor shall so inform the City in writing.

V. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit B, to be paid in a lump upon completion of the project. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

VI. INSURANCE

A. The Contractor 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, with per occurrence limits of \$1,000,000, with additional umbrella liability insurance coverage 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.

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

VII. INDEMNIFICATION

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

VIII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of person and firms performing subcontract work.

IX. 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 Contractor without the prior written consent of the other.

X. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- A. **LAWS TO BE OBSERVED.** The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.
- B. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10

business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

- C. CONTRACTOR'S RESPONSIBILITY FOR WORK. Until acceptance of the Work by the City Forester, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Forester.

XI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

XII. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor 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.

XIII. 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.

XIV. MEDIATION

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

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

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

XV. NOTICES

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

If to City:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

If to Contractor:
Monster Tree Service of Northeast Wisconsin
Attn: J. Michael Robertson
1201 Flightway Drive
De Pere, WI 54115

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

ROBERT DYNASTY INC.

CITY OF DE PERE, WISCONSIN

By: _____

J. Michael Robertson

Title: _____

By: _____

James G. Boyd, Mayor

By: _____

Name/Title: _____

By: _____

Carey E. Danen, City Clerk

J:\Law\Agreements\2021\Contractor Agreements\Monster Tree Service of NE WI(Tree Pruning)1-27-21-151-001-21.docx

Request for Proposals

for

Tree Pruning Services



Project Summary

The City of De Pere is seeking proposals from qualified contractors to conduct tree pruning activities. The City will evaluate proposals based upon professional qualifications, quality assurance and competitive pricing.

With Emerald Ash Borer (EAB) becoming prominent in the City, the Forestry Department has been focused on removing dead or dying ash trees that pose a significant danger to pedestrians. Due to this, City wide tree pruning has been delayed.

The project limits will include all trees in the street side terrace, with all trees within the project area being pruned. Bids will apply to all trees within the project limits and will not be constrained to a specified number of trees. Questions concerning the limits of the property shall be addressed prior to bid submittal. Newly planted trees with existing support staking are not included in this scope. Trees without existing support staking are included, regardless of size. Tree branches within the project limits are included in this scope, regardless of the location of the tree trunk.

Qualifications of Contractors

All work must be performed by a licensed contractor and under the direction of an ISA Certified Arborist. The contractor shall be required before the award of any contract to show to the complete satisfaction of the City Forester that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner. The contractor shall be required to give past history and references in order to satisfy the City Forester in regards to the contractor's qualifications. The City Forester shall make reasonable investigations deemed necessary and proper to determine the ability of the contractor to perform the work. The City Forester reserves the right to reject any bid if the evidence submitted by, or investigation of, the contractor fails to satisfy the City Forester that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the contractor's qualifications shall include, without limitation:

1. The ability, capacity, skill, and resources to perform the work or provide the service required; and
2. The ability of the contractor to perform the work or provide the service promptly, or within the time specified, without delay or interference; and
3. The character, integrity, reputation, judgment, experience, and efficiency of the contractor; and
4. The quality of performance of previous pruning contracts or services.

Scope of Services

Conduct routine maintenance pruning on trees in the documented areas. A detailed map of the project area is included. Tree removal is not included within this scope of work. If the contractor identifies trees that are candidates for removal; may be considered hazardous; display signs of disease; nutritional deficiencies or other problems, this information should be relayed to the City.

The pruning shall include:

1. All pruning shall follow the *American National Standards Institute (ANSI) A300 (Part 1) – 2017 Pruning Standard* and the *International Society of Arboriculture's (ISA) Best Management Practices: Tree Pruning (2019)* for the purpose of crown cleaning, crown thinning, crown raising, and structure development.
2. All pruning shall improve the appearance of the trees, maintain the crown shape and symmetry typical of the species at its given size and age with an emphasis on the following:

- a. Crown cleaning to remove all dead, dying, diseased, crowded, weakly attached and low-vigor branches **greater than 1 ½ inch in diameter.**
 - b. Crown thinning to selectively remove and/or prune branches back to large laterals to increase light penetration and air movement through the crown. After crown thinning, tree and branches shall have foliage and mechanical stress evenly distributed along a branch and throughout the crown. Not more than 1/4 of foliage on mature trees shall be removed.
 - c. Crown raising to remove lower branches where appropriate (dependent on tree size) to obtain an eventual full foliage height clearance of fourteen (14) feet on the street side of the tree. All work shall always maintain the crown shape and symmetry typical of the species being pruned, and shall balance the tree evenly. This raising should also allow an eventual clearance over the pedestrian walk (or resident side of the tree) of twelve (12) feet. Pruning may include heading cuts on lower limbs or thinning cuts to lighten lower branch loads to achieve clearance if complete branch removal from the tree trunk is not practical.
 - d. Any existing stubs made by either the homeowner, storm damage, or other means shall be corrected with a proper pruning cut.
 - e. Pruning for structure in young trees (those with diameters 0-12") such that if a scaffold branch is large in diameter and competes with the leader, that this scaffold branch be headed back to a lateral and/or thinned to obtain a balanced crown shape overall.
 - f. Pruning to remove all interior crowding branches, and one or all crossed or rubbing branches where practical so the removal thereof will not leave large holes in the general form of the tree.
 - g. Pruning to remove branches of all structurally weak "V" crotches occurring along the main trunk or developing within young tree crowns. Special attention shall be given to the effect removal of such branches will have on the ultimate form of the tree.
 - h. Pruning to remove trunk suckers and water sprouts especially where they are present below the bottom ½ of the tree. Such branches that add to the shape of the tree above fifteen (15) feet may remain in mature trees that may not have an optimum tree crown or shape.
 - i. Pruning for clearance of houses and buildings, such that branches are a minimum of fifteen (15) feet from rooftops, and clear all streetlight and traffic control devices by ten (10) feet.
 - j. No Pruning should take place from bud open to full leaf opening (fully based on weather - approximately April 1- May 15) to avoid any unnecessary stress to the trees.
 - k. Contractor will be responsible for physically inventorying all pruned trees via City's paper copy so City can input all information in City's GIS system.
3. Pruning Cuts and Tools
- a. All final cuts shall be "collar cuts" made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. The face of the "collar cut" or wound area shall be circular in form. "Flush" cuts to the main stem behind the branch collar and that leave oval exposed wounds shall not be made. Cuts shall be made such that all wound sides are even edged and do not leave "dog ear" ridges on one side or another. Clean cuts shall be made at all times without leaving any stubs.
 - b. All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the wood or bark on the parent or remaining stem. Large limbs shall be cut using the three-cut pruning method. All limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, publicly or privately owned.
 - c. Proper tools for pruning shall be used for each cut. Blades of each tool, including hand pruners, pole saws, hand saws, and chain saws, shall be positioned to obtain a proper pruning cut. This shall be done in a way that will not cut, rip, or harm adjacent bark areas.

- d. No person working in trees shall use shoes/boots with spikes, or any other footwear, which will, in the opinion of the City Forester, injure the tree being pruned. At no time shall any person working in trees for pruning purposes, wear spurs or climbing irons.
- 4. Pruning of Oaks
In an effort to minimize the spread of oak wilt, the City of De Pere has adopted a policy to prohibit the pruning or wounding of oaks (*Quercus* spp.) from April 1st to September 1st. Contractors should consider this in the bidding process and plan accordingly to adhere to this policy.
- 5. Site Appearance and Clean-Up
 - a. Pruned limbs and branches temporarily placed in the terrace area shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians.
 - b. The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operations. Site cleanup shall include, without limitation, removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, terrace, sidewalk, private lawns and driveways with appropriate tools for the job. The site shall be returned to the same state it existed in prior to the pruning work. Under no circumstances shall any materials be allowed to lie on the terrace overnight without permission being previously granted by the City Forester.
 - c. As pruning may occur during or after snow events, some debris may not be immediately accessible for cleanup. In these instances, it is the responsibility of the contractor to clean debris in these areas after the snow melts. No extra payment shall be made for this cleanup work.
- 6. Debris Disposal
 - a. Disposal of wood chips and debris generated by the work described within this contract shall be the responsibility of the contractor and, if desired, can be dumped at the City's compost facility, located at 655 Rockland Road. The contractor may deliver chips to the homes of City residents as requested by the residents without charge, at a time convenient for the contractor. Chips shall be dropped only on private property and not on the terrace or in the street. Logs left at the homeowner's request must be on the resident's property and not in the terrace.
- 7. Overhead Utilities
 - a. Tree pruning operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to the contractor's operation. The contractor shall make arrangements with the utility for removal of all necessary limbs and branches that may conflict with or create a hazard in conducting the operations of this contract. If the contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor.

Examination of Project Area

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract. If the contractor receives an award as a result of their bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from their obligations to comply with all provisions and requirements of the contract documents. Nor will the City accept a plea of ignorance of

such conditions and requirements as a basis for any claim whatsoever by the Contractor for additional compensation.

Insurance

During the life of the Agreement, the contractor shall maintain 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.

The contractor 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 contractor 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 contractor'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.

Damage to Public or Private Property

Should any damage to private or public property occur as a result of the service performed or work done by the contractor, the contractor shall immediately notify the City Forester or other City staff of such damage. Any correction of damage shall be resolved within ten (10) days after the damage occurs. Should the damage not be rectified within the time frame agreed upon, or to the satisfaction of the City Forester, the City reserves the right to repair or replace that which was damaged and assess the contractor such costs as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the contractor.

Liquidated Damages

The City and Contractor recognize that time and work quality is of the essence to this contract. They also recognize the delays, expense and difficulties involved in a legal proceeding. Should the Contractor fail to complete the work as specified in this contract, the Contractor shall be liable to the City for liquidated damages in the following amounts:

1. \$100.00 per day for failure to complete the work in the time frames required by this contract;

2. \$100.00 per day for failure to clean-up and restore each site as required by this contract;
3. \$100.00 for each tree improperly pruned or with incorrect pruning cuts such as flush cuts or tears.

Safety Standards

All equipment to be used and all work to be performed shall be in full compliance with the current revision of the ANSI Standard Z-133.1, or as amended by written agreement.

Traffic Control

The Contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by the City. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. The Contractor shall provide adequate traffic control for work area protection in compliance with the latest edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways. All personnel, signs, barricades, and any other items or devices necessary shall be provided by the Contractor. The City shall make no separate payment for this work. Traffic control shall include without limitation the following:

1. Whenever possible, work vehicles shall be parked on the same side of the street as the work site. Vehicles shall park with right wheels to the curb or to the right edge of the right-hand shoulder.
2. Whenever possible the work site on a two lane street or highway shall be confined to one traffic lane leaving the opposite lane open to traffic.
3. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
4. Work vehicles shall have the flasher light lit but not as a substitute for any traffic control devices for work area protection that may be necessary.
5. Under certain field conditions such as hills and curves, the spacing of the traffic control devices shall be adjusted as necessary.
6. Warning signs such as "Men Working" or "Tree Work Ahead" shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall be 48 inches by 48 inches in size and shall be posted at a minimum height of 12 inches above the pavement.
7. Cones used as daytime channeling devices shall be at least 18 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.
8. Channeling devices shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Taper length can be calculated using the following formulas.
 - a. L = taper length in feet
 - b. W = width of lane closure in feet
 - c. S = posted speed limit
 - d. For streets of speed limit 40 mph or less $L = [W \times (S \text{ Squared})] / 60$
 - e. For streets of speed limit 45 mph or greater $L = W \times S$
9. Should individuals progress ahead of vehicles, such as tree climbers, cones shall be placed in the roadway to alert motorists of activity in those trees.

10. For lane closures on multilane highways, appropriate warning signs such as "Right Lane Closed" and channeling devices at the appropriate intervals shall be used depending on the speed limit.
11. Should complete street closure be required for a maximum of 8 hours on any given day in order to complete contract work, the Contractor shall notify the Parks, Recreation & Forestry and Public Works Departments, and the appropriate barricades (at least 3 Type II barricades at each intersection), "Road Closed" and "Detour" arrow signs used.
12. Workers shall be appropriately dressed with Class II or III high visibility safety apparel that is appropriate for the jobsite.

Contractor Personnel and Equipment

The contractor shall supply all material, equipment and personnel necessary to complete the work specified. The contractor shall rent equipment, if needed, to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time period. All vehicles shall have the contractor's name in a visible location to avoid possible parking tickets.

All individuals shall be familiar with the pruning specifications identified in this document and shall be experienced in pruning operations. Competent individuals and not those in "training" shall perform the actual pruning. The City Forester, or other City representative, shall have throughout the life of the contract, the right of reasonable rejection and approval of staff assigned to the work by the contractor. If the City Forester rejects staff, the contractor must provide replacement staff satisfactory to the City Forester in a timely manner and at no additional cost to the City.

The day-to-day supervision and control of the contractor's employees is the sole responsibility of the contractor. The contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the contractor to accept and act upon all directives issued by the City Forester.

At least one individual, **who is a full-time employee of the bidding company or contractor**, shall be on the job site at all times who has passed and received "Certified Arborist" status from the International Society of Arboriculture (ISA) prior to the opening of the bids. Their name(s) and certification number(s) shall be included in the bid document to be considered for this project. Any change in the status of the certified individual(s) during the life of this contract shall be reported to the City Forester at the time of occurrence. **Failure to have an ISA Certified Arborist on site at all times shall result in possible termination of the contract.**

City Responsibilities

The City will be actively involved with all aspects of the project. The City will provide access to the GIS system, as well as providing a map of the service area and a table showing the current tree sizes within the area.

Once the contract is awarded, the City Forester will provide a detailed list to the contractor of all the trees to be pruned.

Proposal Submittals

Proposals can be submitted either by paper copy or via email to Don Melichar, Park Superintendent/City Forester and should be clearly marked Indicating: **Tree Pruning Proposal**.

Proposals must be submitted to our office by **January 13, 2021 at 3:00 pm** at the following location:

City of De Pere Municipal Service Center

C/O: Don Melichar

925 S. Sixth St.

De Pere, WI 54115

dmelichar@deperewi.gov

Delivery

1. The deliverables for the project include the following:
2. Provide a summary of personnel to work on this project and a list of equipment and ISA Certified Arborist(s) to be used on the project
3. Provide an understanding of the project
4. A summary of similar work and references. Provide four (4) references who can attest to the contractor's ability to fulfill this contract. Include names, addresses, phone numbers and email addresses. At least one (1) reference that can attest to the contractors previous satisfactory performance of a municipal or other governmental pruning contract is preferred
5. Provide Proposed Fee Schedule
6. Provide a timeline of events to include (but not limited to) the kick off meeting, mobilization, and completion schedule
7. Applicable insurance information

With the current COVID-19 restrictions, the Municipal Service Center is closed for access. Bids can be dropped in the drop box, or contact 920-339-4065 to schedule an appointment.

Award of Contract

The City reserves the right to reject any or all bids and award multiple contracts as deemed advantageous to the City.

The City Forester will review the submitted bids and will make a recommendation of award to the Board of Park Commissioners at their January 21, 2021 meeting, who, in turn, may approve the contract and recommend sending it to Common Council for approval. Work may begin immediately upon acceptance of a signed contract, or at a time mutually agreed upon by the Contractor and the City Forester. **All work shall be completed prior to December 31, 2021.** Partial invoices for work completed can be submitted to the City for payment.

Additional Information

1. A detailed map of the project area, including tree sizes per project area
2. A sample Consultant Agreement the City uses
3. Equipment and personnel listing
4. Reference list

City Contact Information

Questions related to this RFP should be directed to:

Don Melichar
City of De Pere Municipal Service Center
925 S. Sixth St.
De Pere, WI 54115
920-339-8362
dmelichar@deperewi.gov

Proposed Fee Schedule

Company Name: _____

Company Representative: _____

Company Address: _____

Phone: _____ Email: _____

Signature: _____

Item	Fee
Tree Pruning Area 1	\$
Tree Pruning Area 2	\$
Tree Pruning Area 3	\$
Tree Pruning Area 4	\$
Total Fee	\$

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Cost

Personnel and Equipment

The approximate number of personnel who will be at the work site daily is _____

List of equipment _____

ISA Certified Arborist who shall be present every workday:

Name and number _____

Additional ISA Certified Arborists: Name and number _____

Name and number _____

Name and number _____

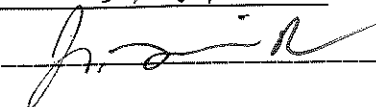
References

1. Company/Customer Name: _____
 Contact Name and Phone: _____
 Address: _____
 City, State, Zip: _____
 E-mail Address: _____
 Type and Date of Work: _____

2. Company/Customer Name: _____
 Contact Name and Phone: _____
 Address: _____
 City, State, Zip: _____
 E-mail Address: _____
 Type and Date of Work: _____

3. Company/Customer Name: _____
Contact Name and Phone: _____
Address: _____
City, State, Zip: _____
E-mail Address: _____
Type and Date of Work: _____
4. Company/Customer Name: _____
Contact Name and Phone: _____
Address: _____
City, State, Zip: _____
E-mail Address: _____
Type and Date of Work: _____

Proposed Fee Schedule

Company Name: Monster Tree service of Northeast WisconsinCompany Representative: Mike RobertsonCompany Address: 1201 Flightway Dr De Pere, WI 54115Phone: 920-737-6738 Email: mrobertson@whymonster.comSignature: 

Item	Fee
Tree Pruning Area 1	\$ <u>100,000</u>
Tree Pruning Area 2	\$ <u>130,000</u>
Tree Pruning Area 3	\$ <u>65,000</u>
Tree Pruning Area 4	\$ <u>155,000</u>
Total Fee	\$ <u>450,000</u>

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Cost

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar, Park Superintendent/City Forester
Date: January 13, 2021

RE: **Consideration and Possible Action to Approve a Company for Contracted Tree Pruning in an Area of the City**

Staff is looking for recommendation and possible approval of a company to complete pruning of terrace trees in one section of De Pere.

In 2019, 2020 and 2021 a total of \$70,000 (\$30K, \$20K, \$20K) was budgeted and approved to contract with a company to perform pruning services of City street trees in certain areas as designated by staff. In December we place an ad and sent the information to 20 contractors and asked for bids to complete the pruning in 4 separate sections of the city to gauge cost and possible future costs. Staff assigned, via a map attached, the priority of each area from 1 to 4. Four contractors (Monster Tree Service of De Pere, Selner Tree and Shrub Care of De Pere, Big Boy's Landscape of Seymour and Fox Valley Tree Care and Landscape of Neenah) submitted bids for these 4 areas. All 4 companies exceeded our amount in Areas 1, 2 & 4. Three of the companies (Selner, FV, & BB) all exceeded the amount in Area 3, but one (Monster) came in at \$65,000, which is under our budgeted amount of \$70,000.

Considering the fees are substantially higher than we anticipated, we feel there are five different options to consider: 1) We can do nothing as it's not sustainable with the money we have and the money we are getting in our budget. 2) Hiring, or attempting to hire, an LTE over the winter months to perform pruning tasks. This would be smaller trees and they would be performing structure pruning of assigned trees throughout the City. 3) Re-bid the project and have contractors bid an hourly rate. In this scenario, we basically have the contractor go as far as they can with the money we have. 4) Another option would be to rebid the same areas with less restrictive pruning guidelines. Currently we have what may be considered priority 1 pruning; we could drop it back to priority 2. This would allow them to not spend as much time on each tree, but still meet our minimum standards of pruning. 5) The final option would be to award a bid within the proposals we received.

Staff believes we should move forward with the contracting of the company to accomplish the pruning in Area 3. This will allow our Department to move forward and develop plans for pruning/removals in other areas of the City.

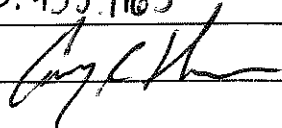
If you have any further questions or comments, please feel free to contact me.



TREE PRUNING RFP
BID TAB

	BIDDER NO. 1	BIDDER NO. 2	BIDDER NO. 3	BIDDER NO. 4
	Monster Tree Service of Northeast Wisconsin	Selner Tree and Shrub Care	Big Boys Landscape and Snow Service	Fox Valley Tree Care and Landscape
DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT
Area 1	\$ 100,000.00	\$ 234,631.10	\$ 323,450.00	\$ 431,037.50
Area 2	\$ 130,000.00	\$ 183,218.20	\$ 247,775.00	\$ 334,692.50
Area 3	\$ 65,000.00	\$ 103,624.40	\$ 141,650.00	\$ 226,245.00
Area 4	\$ 155,000.00	\$ 348,734.10	\$ 463,325.00	\$ 619,042.50
TOTALS	\$ 450,000.00	\$ 870,207.80	\$ 1,176,200.00	\$ 1,611,017.50

Proposed Fee Schedule

Company Name: Selner Tree & Shrub CareCompany Representative: Cathy SelnerCompany Address: 711 Millennium Ct. De Pere, WI 54115Phone: 920.435.1165 Email: Cathy@selnertreeshrubcare.comSignature: 

Item	Fee
Tree Pruning Area 1	\$ 234,631.10
Tree Pruning Area 2	\$ 183,218.20
Tree Pruning Area 3	\$ 103,624.40
Tree Pruning Area 4	\$ 348,734.10
Total Fee	\$ 870,207.80

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Cost

Proposed Fee Schedule

Company Name: Big Boy's Landscape & Snow Services LLCCompany Representative: Ryan JannerCompany Address: W1426 County RD VV Seymour WI 54165Phone: 920 246 4055Email: BigBoysLandscape@yahoo.comSignature: [Signature]

Item	Fee
Tree Pruning Area 1	\$ 323,450.00
Tree Pruning Area 2	\$ 247,775.00
Tree Pruning Area 3	\$ 141,650.00
Tree Pruning Area 4	\$ 463,325.00
Total Fee	\$ 1,176,200.00

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Cost
N/a	N/a

Proposed Fee Schedule

Company Name: Fox Valley Tree Care & Landscape

Company Representative: Joshua Heuer

Company Address: 8889A Oakwood Ave. Neenah, WI 54956

Phone: Office (920) 243-8389

Cell (920) 585-6089

Email: office@foxvalleytreecare.com

j.heuer@foxvalleytreecare.com

Signature:



Item	Fee
Tree Pruning Area 1	\$ 431,037.50
Tree Pruning Area 2	\$ 334,692.50
Tree Pruning Area 3	\$ 226,245.00
Tree Pruning Area 4	\$ 619,042.50
Total Fee	\$ 1,611,017.50

Please list any items not listed in the scope of services and fees/costs associated with those items below.

- Above mentioned prices are contingent on being able to park work trucks and employee vehicles at City of De Pere facilities.

Estimated Start Date: 2-1-2021

Estimated Completion Date: 12-15-2021

Personnel and Equipment

The approximate number of personnel who will be at the work site daily is 6-8

List of equipment:

Daily

- (3) 60' Forestry Style Bucket Trucks
- (3) 15" Chippers



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #21-17 Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Perkofski Boat Launch Dock Refurbishing.

The Board of Park Commissioners, at the January 21, 2021 meeting, approved the WDNR grant application for the purpose of refurbishing one of the docks at Perkofski Boat Launch. The motion passed unanimously with a 4-0 vote.

The grant is part of our effort to update and refurbish one dock per year until they are all updated.

ATTACHMENTS:

- Reso21-17 (PDF)
- Perkofski Dock Refurbishing 2021 (PDF)
- Perkofski Dock Refurbishments - Merrill Equipment Quote (PDF)

RESOLUTION #21-17

AUTHORIZING SUBMISSION OF WISCONSIN DEPARTMENT OF NATURAL
RESOURCES BOATING AND FISHING STATE AND FEDERAL GRANT
APPLICATION FOR PERKOFSKI BOAT LAUNCH DOCK REFURBISHING

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) offers recreational boating facility construction grants under its Boating and Fishing State and Federal Grant Application Program; and

WHEREAS, such grant, if awarded, will be used by the City to refurbish one of the docks at the Perkofski Boat Launch, with the WDNR covering approximately 50% of costs up to a maximum grant amount of \$5,000; 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 Common Council authorizes the Director of Parks, Recreation & Forestry to:

- Submit an application to the WDNR for financial assistance as described above;
- sign necessary documents; and
- take all other necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of February, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board Approval: 1/21/2021

Notice: This form is authorized under [s. 30.92, Wis. Stats.](#) and 50 C.F.R. 80 Code of Federal Regulations. You must complete this form in order to apply for or receive financial assistance from the Wisconsin Department of Natural Resources. Failure to complete this form will result in denial of financial assistance. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Laws [ss.19.31-19.39 Wis. Stats.]

1. Complete the suggested resolution in Section 10 or submit a resolution conforming to the appropriate section of [ch. NR 7, Wis. Adm. Code.](#)

2. Have you contacted your regional [Community Services Specialist\(CSS\)](#)? ☐ Yes ☐ No

If you answered No  contact your [CSS](#).

3. Submit copies of all forms and attachments to your regional [Community Services Specialist](#). See Section 8 for checklist of required attachments.

Date Approved	
Leave Blank - DNR Use	
Date Received	Project Number(s)

Notice to Applicant. If you are applying for a federal grant you will need a DUNS Number:

[D&B D-U-N-S Request Service](#)

DUNS Number
782898563

Section 1: Grant Programs

☒ **Recreational Boating Facilities (RBF) - Type of Project:**

- ☒ Development Project
☐ Aids to Navigation & Regulatory Markers
☐ Weed Harvesting Equipment
☐ Channel Dredging
☐ Trash Skimmer

☐ **Sport Fish Restoration (SFR) - Type of Project:**

- ☐ Recreational Boating Access
☐ Fishing Pier or Flat
☐ Non-motorized launch, canoe, kayak or raft
☐ Feasibility Study

☐ **Clean Vessel Act (CVA) - Type of Project:**

- ☐ Construction, renovation, operation and maintenance of pump out or dump stations and/or lift stations
☐ Education/Information

☐ **Boating Infrastructure Grant (BIG)**

Section 2: Applicant Information

Applicant/Organization Name	Address		
City of De Pere	925 S Sixth St		
Individual Authorized to Act on Behalf of Applicant per Resolution	City	State	ZIP Code
Marty Kosobucki	De Pere	WI	54115
Title	County		
Director Parks, Recreation and Forestry	Brown		
Phone Number (include area code)	E-mail Address		
(920) 339-8358	mkosobucki@mail.de-pere.org		
Cell Phone Number. (include area code)	Mail Check to (if different from applicant)		
(920) 639-1015			
FAX Number (include area code)	Organization		
(920) 339-4071			

Section 3: General Project Information

Project Title
Perkofski Boat Launch Dock Refurbishing

Project Location:

County	Township	Range	☒ E ☐ W	Section	1/4 1/4	1/4	GPS Coordinates (Latitude/Longitude in DD)
Brown	23 N	20		21			(44.4593181, -88.0685634)
Waterbody Name				Acres (DNR will fill in)			
Fox River							

Do you have the necessary permits for your project? ☒ Yes ☐ No

In order to qualify for funding you must submit the [necessary permits](#).

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 6/18)

Page 2 of 5

Section 4: Financial Information		Leave Blank – DNR Use Only		
Total Project Cost	\$10,000	Total Project Cost		%
Source of Matching Funds				%
Applicant Share (Includes local budget, force acct., etc.)	\$5,000	Applicant Share		%
Other State funds/grants Specify:		Other State Funds/Grants		%
Other Federal funds/grants Specify:		Other Federal Funds/Grants		%
Other (Donations, etc.) Specify:		Other		%
Grant Request	\$5,000	Grant Awarded		%

Section 5: Required Project Information

Property Owner Name (if other than applicant)		Phone Number (include area code)	
Address	City	State	ZIP Code

☒ Public Entity
 ☐ Private Entity
 ☐ Lease or Easement
 Expiration Date: _____

Who will be responsible to build/operate/maintain the project for at least 20 years?

City of De Pere

Is this project new construction or a renovation of an existing facility? ☐ New ☒ Renovation	Number of vehicle/trailer parking spaces currently at the location: 68	How many vehicle/trailer parking spaces are you planning to add? 0
For an inland lake project, what is the total number of vehicle/trail parking spaces currently on the proposed waterbody at public facilities?	Will your project have single vehicle parking spaces? ☒ Yes ☐ No	If yes, how many? 17
For a Great Lake or river project, what is the distance to the nearest existing public access site?	Does your project location have any designated disabled parking space(s)? ☒ Yes ☐ No	If yes, how many? 4
Is your project (boat launch, boarding dock, pier, restrooms, etc.) accessible to people with disabilities? ☒ Yes ☐ No	If no, are there any other locations on the waterbody accessible to people with disabilities? ☐ Yes ☐ No	If yes, where is the location?
Does your project develop an access facility on an inland lake or river where no public access exists? ☐ Yes ☒ No		
Is your project associated with a harbor of refuge or protected launch (structures such as bulkheads and breakwaters necessary to provide safe water conditions) ref. NR 7.03(14) ☐ Yes ☒ No	If yes, explain.	
Will your project correct a significant health or safety hazard NOT due to inadequate routine maintenance? ☐ Yes ☒ No	If yes, explain.	

Is this project required to fulfill a compliance order or court ruling?
If yes, include a copy with key provisions highlighted. ☐ Yes ☒ No

Describe the geography of the current site. Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.

The location is an operating boat launch with various amenities and features. It has two parking lots (upper/lower), restroom, open shelter, oak trees, storm water pond, and a short recreational trail.

☐ Check here if the applicant conducts a boating safety enforcement and education program approved by the Department of Natural Resources

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 6/18)

Page 3 of 5

Existing launch facilities:

Do you charge a launch fee? ☒ Yes ☐ No If yes, how much? \$6.00 If no, contact your [CSS](#).

New launch facilities:

Will you charge a launch fee? ☐ Yes ☐ No If yes, how much? _____

Do you have a budget for maintenance? ☐ Yes ☐ No

Have any of the following reviews been completed for the property? If yes, explain and/or provide a copy of the review

Rare Species ☐ Yes ☒ No

Phase I Environmental Site Assessment ☐ Yes ☒ No

Archaeological and Historical ☐ Yes ☒ No

What is the state of readiness of your project?

☐ Project has final engineering plans suitable for construction or construction bidding or project does not require further planning or design for construction to begin.

☐ Project has preliminary site plans but additional engineering or design work are necessary before construction can begin.

Are there any known controversies/complications with the proposed project? Are there any measures proposed to address the controversies/complications? Please identify any known controversies.

Section 6: Project Description & Proposed Timeframe

Use language that an evaluator unfamiliar with your project will understand. If the project will be completed in phases, please list specific work activities that will be undertaken during each phase.

The City of De Pere is planning to refurbish one of the five docks at Perkofski Boat Launch. This will be the second dock of the five that will be refurbished. The launch is located next to the Brown County Fairgrounds. The refurbishment would consist of repairing or replacing damage to the frame, in addition to replacing wood skirts, stringers, and decking with recycled plastic boards. The City intends to incrementally refurbish the docks every year until they are all completed.

Refurbishing would likely take place in November/December of 2021 in order to not disrupt the boating season.

Section 7: Project Feasibility Statement

Describe, justify and state the project objectives to include economic, environmental and engineering aspects (who, what, where, when and why). Include dimensions of the property and proposed facilities.

The frames and flotation of our docks are beginning to deteriorate after being installed just under 15 years ago. In an effort to increase safety to all users, it is the intention for City to refurbish one dock per year.

Section 8: Checklist For Projects

RBF	SFR	CVA	
☐	☐	☐	Project resolution by grant applicant authorizing participation (See Section 10 sample resolution)
☐	☐	☐	Statement of project's feasibility Section 7.
☐	☐	☐	Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☐	☐	☐	Project location clearly marked on a map
☐	☐	☐	Project area footprint (site plan detailed on a map)
☐	☐	☐	Topographical map of project location

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 6/18)

Page 4 of 5

RBF	SFR	CVA	
☐	☐		Illustration (drawings/photos) of project area in its current condition. Include existing boat launch, dock, restrooms, etc.
☐	☐		Drawings of the proposed project including buildings, parking lots, ramps, piers, etc.
☐	☐		Plans for launch ramps that show percentage of ramp slope, the water depth at the end of the ramp, and the width of the existing or proposed boarding dock or pier
☐	☐		Preliminary engineering plans for channel dredging
☐	☐	☐	Estimated construction timeline, including schedule of development phases Section 6 Project Descriptions and Proposed Timelines.
☐	☐	☐	Draft easement or lease document (if development project is on land not owned by applicant)
☐	☐	☐	Copy of required permits

Checklist for weed harvesting and trash skimmer equipment

☐			Project resolution by Grant Sponsor authorizing participation (See Section 10 sample resolution)
☐			Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☐			Copy of proof of approved weed harvesting management plan (weed harvesting equipment only)

Checklist for Navigational or Regulatory Markers

☐			Copy of permit (navigational or regulatory markers)
☐			A copy of the conservation warden permit showing where the buoys will be placed
☐			Information to include the name(s) of the water body, the number and description of the markers
☐			Grant Payment Request and Worksheet (Form 8700-001)
☐			Copies of all invoices or receipts
☐			Proof of Payment (either copies of the front and back of the cancelled checks, or bank statements showing the payments have been made)

Section 9: Certification

I certify that information in this application, and all its attachments, is true and correct and in conformity with applicable Wisconsin Statutes.

Name of Authorized Representative (<i>Type or Print</i>)	Title
Signature of Authorized Representative	Date Signed

Submit copies of all forms and attachments to your regional Community Services Specialist.

**Boating and Fishing State and Federal
Grant Application**
Form 8700-343 (R 6/18)

Page 5 of 5

Section 10: Sample Resolution

WHEREAS, _____ hereby requests assistance for the purpose of:

Project description _____

THEREFORE, BE IT RESOLVED, that _____ has budgeted a sum sufficient to complete the study or project, and HEREBY AUTHORIZES _____,

_____, to act on behalf of _____ to:

Submit an application to the Department of Natural Resources for financial assistance;
Sign documents; and
Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that _____ will comply with state and federal rules for the

programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval from the Wisconsin Department of Natural Resources before any change is made in the use of the project site (if applicable).

Adopted this _____ day of _____, 20____.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting on the _____ day of _____, 20____.

Authorized Signature _____

Title _____

MERRILL EQUIPMENT COMPANY

2209 STURDEVANT ST
 MERRILL, WI 54452
 FAX 715-536-2472
 PHONE 715-536-2471

Quote

Date	Quote #
1/12/2021	3806

Name / Address
DE PERE, CITY OF 925 SOUTH SIXTH STREET DE PERE, WI 54115

Ship To
DE PERE, CITY OF 925 SOUTH SIXTH STREET DE PERE, WI 54115

Requested By	P.O. No.	Terms	Rep	FOB	
DON MELICHAR	PERKOFSKI	NET DUE	HOUSE	MERRILL	
Item	Description	U/M	Qty	Cost	Total
30-MEMFG	DOCK REFURBISHMENT DOCKS 6' X 30' GANGWAYS 6' X 30' NEW WOOD SKIRTS NEW WOOD STRINGERS NEW KNURLED WEATHERWOOD DECKING ANY DAMAGE TO STEEL FRAMING REPAIRED/REPLACED	EA	5	7,412.91	37,064.55
FREIGHT	PICK UP & RETURN OF A COMPLETE DOCK & GANGWAY SECTION		5	546.00	2,730.00
NOTE	FLOATATION SYSTEM IS CARRYING DOCKS AT APPROXIMATELY 85% OF ORIGINAL DESIGN HEIGHT IF REPLACEMENT OF POLYSTYRENE FLOATATION IS DESIRED ADD: \$1,966 6' X 60' ASSEMBLY TOTAL 5EA. X \$1,966=\$9,831.63			0.00	0.00
NOTE	QUOTE GOOD FOR 90 DAYS			0.00	0.00

QUOTE GOOD FOR 10 DAYS

Sales Tax (5.5%) \$0.00

Total \$39,794.55



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #21-18 Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Perkofski Boat Launch Dock Extensions.

The Board of Park Commissioners, at the January 21, 2021 meeting, approved the WDNR grant application for dock extensions at Perkofski Boat Launch, with the additional \$500 requested to come from undesignated reserves. The motion passed unanimously with a 4-0 vote. The dock extensions allow us to address periods of high water in the Fox River that cause some of our docks to be under water.

ATTACHMENTS:

- Reso21-18 (PDF)
- perkofski dock extension 2021 (Temp) (Converted) (PDF)
- Perkofski Dock Extension - Merrill Equipment Quote (PDF)

RESOLUTION #21-18

AUTHORIZING SUBMISSION OF WISCONSIN DEPARTMENT OF NATURAL
RESOURCES BOATING AND FISHING STATE AND FEDERAL GRANT
APPLICATION FOR PERKOFSKI BOAT LAUNCH DOCK EXTENSIONS

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) offers recreational boating facility construction grants under its Boating and Fishing State and Federal Grant Application Program; and

WHEREAS, such grant, if awarded, will be used by the City to install dock extensions at the Perkofski Boat Launch to address periods of high water in the Fox River, with the WDNR covering approximately 50% of costs up to a maximum grant amount of \$4,000; 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 Common Council authorizes the Director of Parks, Recreation & Forestry to:

- Submit an application to the WDNR for financial assistance as described above;
- sign necessary documents; and
- take all other necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED THAT:

Five-hundred dollars (\$500.00) of the required City-match funding shall be provided from the general fund undesignated reserves.

BE IT FURTHER RESOLVED THAT:

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

Resolution #21-18

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of
February, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 1/21/2021

Notice: This form is authorized under [s. 30.92, Wis. Stats.](#) and 50 C.F.R. 80 Code of Federal Regulations. You must complete this form in order to apply for or receive financial assistance from the Wisconsin Department of Natural Resources. Failure to complete this form will result in denial of financial assistance. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Laws [ss.19.31-19.39 Wis. Stats.]

1. Complete the suggested resolution in Section 10 or submit a resolution conforming to the appropriate section of [ch. NR 7, Wis. Adm. Code.](#)

2. Have you contacted your regional [Community Services Specialist\(CSS\)](#)? ☐ Yes ☐ No

If you answered No  contact your [CSS](#).

3. Submit copies of all forms and attachments to your regional [Community Services Specialist](#). See Section 8 for checklist of required attachments.

Date Approved	
Leave Blank - DNR Use	
Date Received	Project Number(s)

Notice to Applicant. If you are applying for a federal grant you will need a DUNS Number:

[D&B D-U-N-S Request Service](#)

DUNS Number
782898563

Section 1: Grant Programs

☒ **Recreational Boating Facilities (RBF) - Type of Project:**

- ☒ Development Project
☐ Aids to Navigation & Regulatory Markers
☐ Weed Harvesting Equipment
☐ Channel Dredging
☐ Trash Skimmer

☐ **Sport Fish Restoration (SFR) - Type of Project:**

- ☐ Recreational Boating Access
☐ Fishing Pier or Flat
☐ Non-motorized launch, canoe, kayak or raft
☐ Feasibility Study

☐ **Clean Vessel Act (CVA) - Type of Project:**

- ☐ Construction, renovation, operation and maintenance of pump out or dump stations and/or lift stations
☐ Education/Information

☐ **Boating Infrastructure Grant (BIG)**

Section 2: Applicant Information

Applicant/Organization Name	Address		
City of De Pere	925 S Sixth St		
Individual Authorized to Act on Behalf of Applicant per Resolution	City	State	ZIP Code
Marty Kosobucki	De Pere	WI	54115
Title	County		
Director Parks, Recreation and Forestry	Brown		
Phone Number (include area code)	E-mail Address		
(920) 339-8358	mkosobucki@mail.de-pere.org		
Cell Phone Number. (include area code)	Mail Check to (if different from applicant)		
(920) 639-1015			
FAX Number (include area code)	Organization		
(920) 339-4071			

Section 3: General Project Information

Project Title
Perkofski Boat Launch Dock Extension

Project Location:

County	Township	Range	☒ E ☐ W	Section	1/4 1/4	1/4	GPS Coordinates (Latitude/Longitude in DD)
Brown	23 N	20		21			(44.4593181, -88.0685634)
Waterbody Name				Acres (DNR will fill in)			
Fox River							

Do you have the necessary permits for your project? ☒ Yes ☐ No

In order to qualify for funding you must submit the [necessary permits](#).

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 6/18)

Page 2 of 5

Section 4: Financial Information		Leave Blank – DNR Use Only		
Total Project Cost	\$8,000	Total Project Cost		%
Source of Matching Funds				%
Applicant Share (Includes local budget, force acct., etc.)	\$4,000	Applicant Share		%
Other State funds/grants Specify:		Other State Funds/Grants		%
Other Federal funds/grants Specify:		Other Federal Funds/Grants		%
Other (Donations, etc.) Specify:		Other		%
Grant Request	\$4,000	Grant Awarded		%

Section 5: Required Project Information

Property Owner Name (if other than applicant)		Phone Number (include area code)	
Address	City	State	ZIP Code

☒ Public Entity
 ☐ Private Entity
 ☐ Lease or Easement
 Expiration Date: _____

Who will be responsible to build/operate/maintain the project for at least 20 years?

City of De Pere

Is this project new construction or a renovation of an existing facility? ☐ New ☒ Renovation	Number of vehicle/trailer parking spaces currently at the location: 68	How many vehicle/trailer parking spaces are you planning to add? 0
--	--	--

For an inland lake project, what is the total number of vehicle/trail parking spaces currently on the proposed waterbody at public facilities?	Will your project have single vehicle parking spaces? ☒ Yes ☐ No	If yes, how many? 17
--	--	----------------------

For a Great Lake or river project, what is the distance to the nearest existing public access site?	Does your project location have any designated disabled parking space(s)? ☒ Yes ☐ No	If yes, how many? 4
---	--	---------------------

Is your project (boat launch, boarding dock, pier, restrooms, etc.) accessible to people with disabilities? ☒ Yes ☐ No	If no, are there any other locations on the waterbody accessible to people with disabilities? ☐ Yes ☐ No	If yes, where is the location?
--	---	--------------------------------

Does your project develop an access facility on an inland lake or river where no public access exists? ☐ Yes ☒ No

Is your project associated with a harbor of refuge or protected launch (structures such as bulkheads and breakwaters necessary to provide safe water conditions) ref. NR 7.03(14) ☐ Yes ☒ No	If yes, explain.
---	------------------

Will your project correct a significant health or safety hazard NOT due to inadequate routine maintenance? ☐ Yes ☒ No	If yes, explain.
--	------------------

Is this project required to fulfill a compliance order or court ruling?
If yes, include a copy with key provisions highlighted. ☐ Yes ☒ No

Describe the geography of the current site. Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.

The location is an operating boat launch with various amenities and features. It has two parking lots (upper/lower), restroom, open shelter, oak trees, storm water pond, and a short recreational trail.

☐ Check here if the applicant conducts a boating safety enforcement and education program approved by the Department of Natural Resources

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 6/18)

Page 3 of 5

Existing launch facilities:

Do you charge a launch fee? ☒ Yes ☐ No If yes, how much? \$6.00 If no, contact your [CSS](#).

New launch facilities:

Will you charge a launch fee? ☐ Yes ☐ No If yes, how much? _____

Do you have a budget for maintenance? ☐ Yes ☐ No

Have any of the following reviews been completed for the property? If yes, explain and/or provide a copy of the review

Rare Species ☐ Yes ☒ No

Phase I Environmental Site Assessment ☐ Yes ☒ No

Archaeological and Historical ☐ Yes ☒ No

What is the state of readiness of your project?

☐ Project has final engineering plans suitable for construction or construction bidding or project does not require further planning or design for construction to begin.

☐ Project has preliminary site plans but additional engineering or design work are necessary before construction can begin.

Are there any known controversies/complications with the proposed project? Are there any measures proposed to address the controversies/complications? Please identify any known controversies.

Section 6: Project Description & Proposed Timeframe

Use language that an evaluator unfamiliar with your project will understand. If the project will be completed in phases, please list specific work activities that will be undertaken during each phase.

Due to the unprecedented high water levels of the Fox River and Bay of Green Bay the past few years, parts of the docks at the Perkofski Boat Launch have been under water making it difficult for patron use. With this grant, it is the City's intention to purchase four (4) dock extensions that will allow us to secure the floating docks far enough inland to prevent them from being under water.

The project is ready to go as soon as funding occurs and would be accomplished immediately.

Section 7: Project Feasibility Statement

Describe, justify and state the project objectives to include economic, environmental and engineering aspects (who, what, where, when and why). Include dimensions of the property and proposed facilities.

Due to the fluctuation in water levels, the dock extension would provide a safer environment to all users of the boat launch. Water levels of the Fox River and Bay of Green Bay are at unprecedented levels, which have been causing multiple concerns.

Section 8: Checklist For Projects

RBF	SFR	CVA	
☐	☐	☐	Project resolution by grant applicant authorizing participation (See Section 10 sample resolution)
☐	☐	☐	Statement of project's feasibility Section 7.
☐	☐	☐	Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☐	☐	☐	Project location clearly marked on a map
☐	☐	☐	Project area footprint (site plan detailed on a map)
☐	☐	☐	Topographical map of project location

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 6/18)

Page 4 of 5

RBF	SFR	CVA	
☐	☐		Illustration (drawings/photos) of project area in its current condition. Include existing boat launch, dock, restrooms, etc.
☐	☐		Drawings of the proposed project including buildings, parking lots, ramps, piers, etc.
☐	☐		Plans for launch ramps that show percentage of ramp slope, the water depth at the end of the ramp, and the width of the existing or proposed boarding dock or pier
☐	☐		Preliminary engineering plans for channel dredging
☐	☐	☐	Estimated construction timeline, including schedule of development phases Section 6 Project Descriptions and Proposed Timelines.
☐	☐	☐	Draft easement or lease document (if development project is on land not owned by applicant)
☐	☐	☐	Copy of required permits

Checklist for weed harvesting and trash skimmer equipment

☐			Project resolution by Grant Sponsor authorizing participation (See Section 10 sample resolution)
☐			Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☐			Copy of proof of approved weed harvesting management plan (weed harvesting equipment only)

Checklist for Navigational or Regulatory Markers

☐			Copy of permit (navigational or regulatory markers)
☐			A copy of the conservation warden permit showing where the buoys will be placed
☐			Information to include the name(s) of the water body, the number and description of the markers
☐			Grant Payment Request and Worksheet (Form 8700-001)
☐			Copies of all invoices or receipts
☐			Proof of Payment (either copies of the front and back of the cancelled checks, or bank statements showing the payments have been made)

Section 9: Certification

I certify that information in this application, and all its attachments, is true and correct and in conformity with applicable Wisconsin Statutes.

Name of Authorized Representative (<i>Type or Print</i>)	Title
Marty Kosobucki	Director of Parks, Recreation and Forestry
Signature of Authorized Representative	Date Signed

Submit copies of all forms and attachments to your regional Community Services Specialist.

**Boating and Fishing State and Federal
Grant Application**
Form 8700-343 (R 6/18)

Page 5 of 5

Section 10: Sample Resolution

WHEREAS, _____ hereby requests assistance for the purpose of:

Project description _____

THEREFORE, BE IT RESOLVED, that _____ has budgeted a sum sufficient to complete the study or project, and HEREBY AUTHORIZES _____,

_____, to act on behalf of _____ to:

Submit an application to the Department of Natural Resources for financial assistance;
Sign documents; and
Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that _____ will comply with state and federal rules for the

programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval from the Wisconsin Department of Natural Resources before any change is made in the use of the project site (if applicable).

Adopted this _____ day of _____, 20____.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting on the _____ day of _____, 20____.

Authorized Signature _____

Title _____

MERRILL EQUIPMENT COMPANY

2209 STURDEVANT ST
 MERRILL, WI 54452
 FAX 715-536-2472
 PHONE 715-536-2471

Quote

Date	Quote #
1/12/2021	3805

Name / Address
DE PERE, CITY OF 925 SOUTH SIXTH STREET DE PERE, WI 54115

Ship To

Requested By	P.O. No.	Terms	Rep	FOB	
DON MELICHAR	PERKOFSKI ADDITION	NET DUE	HOUSE	MERRILL	
Item	Description	U/M	Qty	Cost	Total
31-MEMFG	FLOATING DOCK SECTION 6' X 8' L HOT DIP GALVANIZED STEEL FRAME POLY ENCASED FLOATATION (2 EA./SECTION) WOOD SKIRTS TREATED SYP NO.1 POLY DECKING STAINLESS STEEL FASTENERS END PIN HINGES TO MATCH EXISTING SYSTEM W/WHEEL KIT	EA	4	1,895.00	7,580.00
NOTE	DESIGNED TO GO BETWEEN LAKE FLOATING SECTION & RAMP SECTION			0.00	0.00

QUOTE GOOD FOR 10 DAYS

--

Sales Tax (5.5%) \$0.00

Total \$7,580.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Appointments to boards and commissions by Mayor Boyd.

ATTACHMENTS:

- Appointment Memo_Feb 2021(PDF)

Memo

City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointments and Reappointments
Date: February 2, 2021

I am submitting the following names for appointment/reappointment at the February 2, 2021 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with any of the individuals being submitted for your approval.

Commission

Historic Preservation Commission

Housing Authority

Appointment/Reappointment

Gene Hackbarth/Reappointment
Mike Fleck/Reappointment
Joanne Vomastic-Muka/Reappointment

Patti Golueke/Reappointment



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 2-2-2021 VOUCHERS (PDF)

1/28/2021 11:26 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06474 FEB 2021 COUNCIL 2-2-21

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-9108654243	AIRGAS USA LLC	R	2/02/2021		112.86CR	094592	
	I-9108654244	AIRGAS USA LLC	R	2/02/2021		145.56CR	094592	258.42
6406	ALLIANCE CONSTRUCTION & DESIGN							
	I-20-13 (3) 2953	ALLIANCE CONSTRUCTION & DESIGN	R	2/02/2021		21,806.32CR	094593	21,806.32
0006	VILLAGE OF ALLOUEZ							
	I-13252	VILLAGE OF ALLOUEZ	R	2/02/2021		9,415.95CR	094594	9,415.95
8336	ELIZABETH L ANGELI							
	I-105	ELIZABETH L ANGELI	R	2/02/2021		1,200.00CR	094595	1,200.00
0015	THE VILLAGE OF ASHWAUBENON							
	I-938	THE VILLAGE OF ASHWAUBENON	R	2/02/2021		494.00CR	094596	494.00
2997	ATLAS OUTFITTERS							
	I-14207	ATLAS OUTFITTERS	R	2/02/2021		87.00CR	094597	87.00
5604	AURORA BAYCARE MED CTR LLC							
	I-RZ542	AURORA BAYCARE MED CTR LLC	R	2/02/2021		2,248.50CR	094598	
	I-RZ546	AURORA BAYCARE MED CTR LLC	R	2/02/2021		155.53CR	094598	2,404.03
8235	AUTOMATED COMFORT CONTROLS							
	I-20-11 (3) FINAL	AUTOMATED COMFORT CONTROLS	R	2/02/2021		9,450.00CR	094599	9,450.00
1698	B A T I							
	I-5452	B A T I	R	2/02/2021		2,000.00CR	094600	2,000.00
0020	BADGERLAND PRINTING INC							
	I-35957	BADGERLAND PRINTING INC	R	2/02/2021		282.00CR	094601	
	I-36000	BADGERLAND PRINTING INC	R	2/02/2021		53.75CR	094601	
	I-36039	BADGERLAND PRINTING INC	R	2/02/2021		192.00CR	094601	
	I-36076	BADGERLAND PRINTING INC	R	2/02/2021		95.00CR	094601	622.75
0023	BATTERIES PLUS LLC							
	I-P35678102	BATTERIES PLUS LLC	R	2/02/2021		5.95CR	094602	5.95
0027	BAY TOWEL INC							
	I-4092130	BAY TOWEL INC	R	2/02/2021		147.73CR	094603	
	I-4099407	BAY TOWEL INC	R	2/02/2021		147.73CR	094603	
	I-4099408	BAY TOWEL INC	R	2/02/2021		95.82CR	094603	391.28

1/28/2021 11:26 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 06474 FEB 2021 COUNCIL 2-2-21

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7925	BIG ASS FANS I-870947	BIG ASS FANS	R	2/02/2021		7,666.25CR	094604	7,666.25
0038	BROADWAY AUTOMOTIVE INC I-1017206P I-675122	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R	2/02/2021		362.44CR	094605	
			R	2/02/2021		2,714.42CR	094605	3,076.86
0039	BROOKS TRACTOR INC I-382326	BROOKS TRACTOR INC	R	2/02/2021		2,199.58CR	094606	2,199.58
0042	BROWN COUNTY HIGHWAY DEPARTMENT I-331166	BROWN COUNTY HIGHWAY DEPARTMEN	R	2/02/2021		685.44CR	094607	685.44
0044	BROWN COUNTY REGISTER OF DEEDS I-202101281425	BROWN COUNTY REGISTER OF DEEDS	R	2/02/2021		186.00CR	094608	186.00
0536	CDW GOVERNMENT INC I-6479413 I-6494473	CDW GOVERNMENT INC CDW GOVERNMENT INC	R	2/02/2021		105.12CR	094609	
			R	2/02/2021		114.50CR	094609	219.62
2708	CLEANING SOLUTION SERVICES INC I-21053 I-21104 I-21105 I-21113 I-21114	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R	2/02/2021		1,408.76CR	094610	
			R	2/02/2021		40.23CR	094610	
			R	2/02/2021		115.30CR	094610	
			R	2/02/2021		116.35CR	094610	
			R	2/02/2021		33.47CR	094610	1,714.11
0917	RICK W DE WEERT I-202101271421	RICK W DE WEERT	R	2/02/2021		241.38CR	094611	241.38
1197	DELL MARKETING LP I-10458669773	DELL MARKETING LP	R	2/02/2021		96,315.45CR	094612	96,315.45
0085	EMERGENCY MEDICAL PRODUCTS INC I-2226896	EMERGENCY MEDICAL PRODUCTS INC	R	2/02/2021		268.03CR	094613	268.03
7960	ERIC R ERDMAN I-719032	ERIC R ERDMAN	R	2/02/2021		3,013.50CR	094614	3,013.50
3655	FUN EXPRESS LLC I-707664072-02	FUN EXPRESS LLC	R	2/02/2021		83.11CR	094615	83.11

1/28/2021 11:26 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 06474 FEB 2021 COUNCIL 2-2-21

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0111	GAT SUPPLY INC I-373739-3	GAT SUPPLY INC	R	2/02/2021		54.20CR	094616	54.20
2544	GLOBAL RECOGNITION INC I-203963	GLOBAL RECOGNITION INC	R	2/02/2021		4,475.00CR	094617	4,475.00
6923	GORDON FLESCH COMPANY INC. I-IN13181446	GORDON FLESCH COMPANY INC.	R	2/02/2021		173.00CR	094618	173.00
0116	GRAINGER INC I-9771938330	GRAINGER INC	R	2/02/2021		71.12CR	094619	71.12
8325	GREEN FOR LIFE ENVIRONMENTAL I-U60000004537	GREEN FOR LIFE ENVIRONMENTAL	R	2/02/2021		581.46CR	094620	581.46
3294	DAN HERMANS I-202101271422	DAN HERMANS	R	2/02/2021		17.82CR	094621	17.82
1252	HURCKMAN MECHANICAL INDUSTRIES INC I-W34111	HURCKMAN MECHANICAL INDUSTRIES	R	2/02/2021		7,877.00CR	094622	7,877.00
8337	IALEIA I-18819	IALEIA	R	2/02/2021		50.00CR	094623	50.00
1399	INDOFF INC I-3433419 I-3439174 I-3439225 I-3439226 I-3441372	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R R	2/02/2021 2/02/2021 2/02/2021 2/02/2021 2/02/2021		19.66CR 121.17CR 34.55CR 420.72CR 95.76CR	094624 094624 094624 094624 094624	 691.86
2602	JOSSART BROTHERS INC I-1997	JOSSART BROTHERS INC	R	2/02/2021		3,124.50CR	094625	3,124.50
1276	JX ENTERPRISES INC I-1436651S	JX ENTERPRISES INC	R	2/02/2021		2,725.90CR	094626	2,725.90
6577	LAKELAND LAWN CARE I-202101281426	LAKELAND LAWN CARE	R	2/02/2021		1,456.53CR	094627	1,456.53
0841	MC MASTER CARR SUPPLY COMPANY I-51504450	MC MASTER CARR SUPPLY COMPANY	R	2/02/2021		255.32CR	094628	255.32

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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
7730	MCKESSON MEDICAL SURGICAL							
	I-8126839	MCKESSON MEDICAL SURGICAL	R	2/02/2021		40.79CR	094629	40.79
0173	MENARDS INC							
	C-77738	MENARDS INC	R	2/02/2021		7.24	094630	
	I-77384	MENARDS INC	R	2/02/2021		42.92CR	094630	
	I-77544	MENARDS INC	R	2/02/2021		22.78CR	094630	
	I-77579	MENARDS INC	R	2/02/2021		25.48CR	094630	
	I-77903B	MENARDS INC	R	2/02/2021		61.88CR	094630	
	I-77948	MENARDS INC	R	2/02/2021		78.98CR	094630	
	I-78027	MENARDS INC	R	2/02/2021		62.07CR	094630	
	I-78101	MENARDS INC	R	2/02/2021		19.93CR	094630	
	I-78156	MENARDS INC	R	2/02/2021		2.98CR	094630	
	I-78213	MENARDS INC	R	2/02/2021		104.39CR	094630	414.17
6958	NATHAN MRSTIK							
	I-202101271423	NATHAN MRSTIK	R	2/02/2021		106.52CR	094631	106.52
7869	NCLED							
	I-1181	NCLED	R	2/02/2021		5,373.00CR	094632	5,373.00
0531	NORTHEAST AUTO PARTS INC							
	I-353569	NORTHEAST AUTO PARTS INC	R	2/02/2021		36.94CR	094633	
	I-353604	NORTHEAST AUTO PARTS INC	R	2/02/2021		12.99CR	094633	
	I-353608	NORTHEAST AUTO PARTS INC	R	2/02/2021		10.07CR	094633	
	I-353640	NORTHEAST AUTO PARTS INC	R	2/02/2021		27.04CR	094633	
	I-353717	NORTHEAST AUTO PARTS INC	R	2/02/2021		6.16CR	094633	93.20
8327	OSBURN ASSOCIATES INC							
	I-281888	OSBURN ASSOCIATES INC	R	2/02/2021		1,288.00CR	094634	1,288.00
0197	PACKER CITY INTL TRUCKS INC							
	I-X101137186:01	PACKER CITY INTL TRUCKS INC	R	2/02/2021		85.90CR	094635	85.90
1331	PACKER FASTENER & SUPPLY INC							
	C-514776	PACKER FASTENER & SUPPLY INC	R	2/02/2021		34.66	094636	
	I-569605	PACKER FASTENER & SUPPLY INC	R	2/02/2021		80.91CR	094636	
	I-569688	PACKER FASTENER & SUPPLY INC	R	2/02/2021		152.08CR	094636	198.33
5476	PERSONNEL EVALUATION INC							
	I-38753	PERSONNEL EVALUATION INC	R	2/02/2021		64.00CR	094637	64.00

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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
0208	POMP'S TIRE SERVICE INC							
	I-90069462	POMP'S TIRE SERVICE INC	R	2/02/2021		280.00CR	094638	
	I-90069463	POMP'S TIRE SERVICE INC	R	2/02/2021		35.00CR	094638	315.00
0395	PRO ONE JANITORIAL INC							
	I-168078	PRO ONE JANITORIAL INC	R	2/02/2021		1,425.00CR	094639	1,425.00
7584	R LEWIS TECHNOLOGIES INC							
	I-10986	R LEWIS TECHNOLOGIES INC	R	2/02/2021		68.75CR	094640	68.75
1	RASMUSSE, PAULA							
	I-202101271424	MAILBOX	R	2/02/2021		26.88CR	094641	26.88
0227	REINDERS INC							
	I-1863067-00	REINDERS INC	R	2/02/2021		156.47CR	094642	156.47
0228	RENT A FLASH OF WISCONSIN INC							
	I-74672	RENT A FLASH OF WISCONSIN INC	R	2/02/2021		1,389.15CR	094643	1,389.15
0158	ROBERT E LEE & ASSOCIATES INC							
	I-78934	ROBERT E LEE & ASSOCIATES INC	R	2/02/2021		67.00CR	094644	67.00
8338	ROCK N RESCUE							
	I-S0182273	ROCK N RESCUE	R	2/02/2021		701.73CR	094645	701.73
0555	SPECTRUM							
	I-722384701010821	SPECTRUM	R	2/02/2021		89.99CR	094646	89.99
0257	STREICHER'S INC							
	I-I1474507	STREICHER'S INC	R	2/02/2021		49.99CR	094647	49.99
0267	TRAFFIC & PARKING CONTROL INC							
	I-I688597	TRAFFIC & PARKING CONTROL INC	R	2/02/2021		1,078.23CR	094648	1,078.23
5663	TYLER TECHNOLOGIES INC							
	I-045-326298	TYLER TECHNOLOGIES INC	R	2/02/2021		500.00CR	094649	500.00
7702	USA SOFTBALL OF WI							
	I-2021-001	USA SOFTBALL OF WI	R	2/02/2021		35.00CR	094650	35.00
0277	VAN'S FIRE & SAFETY INC							
	I-4143404	VAN'S FIRE & SAFETY INC	R	2/02/2021		60.60CR	094651	60.60

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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
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-4052	VANDEN PLAS PORTABLE SOLUTIONS	R	2/02/2021		145.00CR	094652	145.00
1355	RONALD J VANPRICE							
	I-202101281427	RONALD J VANPRICE	R	2/02/2021		74.04CR	094653	74.04
3707	VIKING ELECTRIC SUPPLY							
	I-S004315305.001	VIKING ELECTRIC SUPPLY	R	2/02/2021		138.53CR	094654	
	I-S004348304.001	VIKING ELECTRIC SUPPLY	R	2/02/2021		9.58CR	094654	148.11
5539	VORPAHL FIRE & SAFETY CORP							
	I-215311427	VORPAHL FIRE & SAFETY CORP	R	2/02/2021		91.50CR	094655	
	I-215311940	VORPAHL FIRE & SAFETY CORP	R	2/02/2021		194.70CR	094655	286.20
7527	WI DEPT OF JUSTICE							
	I-455TIME-0000009919	WI DEPT OF JUSTICE	R	2/02/2021		375.00CR	094656	375.00
6469	WI DOCUMENT IMAGING							
	I-123441	WI DOCUMENT IMAGING	R	2/02/2021		1,788.57CR	094657	1,788.57
7350	WI MEDIA							
	I-4539821	WI MEDIA	R	2/02/2021		189.09CR	094658	
	I-4539847	WI MEDIA	R	2/02/2021		195.35CR	094658	384.44
1547	JADE WITT							
	I-202101281428	JADE WITT	R	2/02/2021		82.24CR	094659	
	I-202101281429	JADE WITT	R	2/02/2021		168.54CR	094659	
	I-202101281430	JADE WITT	R	2/02/2021		82.24CR	094659	333.02

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	68	0.00	202,520.82	202,520.82
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:	0	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:	68	0.00	202,520.82	202,520.82

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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PACKET: 06474 FEB 2021 COUNCIL 2-2-21

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	2/2021	155,763.12CR
201	2/2021	2,412.12CR
260	2/2021	63.50CR
290	2/2021	90.50CR
291	2/2021	32.00CR
405	2/2021	31,675.90CR
601	2/2021	5,669.95CR
650	2/2021	6,813.73CR
=====		
ALL		202,520.82CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 2, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: City Administrator annual performance appraisal.
