



Common Council

Regular Meeting

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

Revised Agenda

Tuesday, January 21, 2020

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **January 21, 2020** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the January 7, 2020 Common Council meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Recommendation from the Finance & Personnel Committee to accept donation from De Pere Christian Outreach Corp in the amount of \$300 to the Fire Department.
6. Recommendation of Finance/Personnel Committee for Approval of \$3,000 Donation to the Police Department K-9 Fund from De Pere Christian Outreach.
7. Recommendation from the Finance & Personnel Committee to accept a donation in the amount of \$4,000 from the William Cuene Memorial Fund to the Fire Department.
8. Recommendation from the Board of Public Works to approve Solicitation for Easements for Reid Street Alley Parking
9. Recommendation from the License Committee on an application for temporary premises description changes submitted by St. Norbert College.
10. Resolution #20-01 Disallowance of Claim (Stephanie Mostek) - referred back to staff 01/07/2020.
11. Resolution #20-05 Authorizing Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (2020 Consulting Services).
12. Resolution #20-06 Authorizing Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (Environmental Consulting Services - 123 South Broadway Street).
13. Resolution #20-07 Authorizing Transfer from Unassigned Reserves (Electronic Poll Books and City Hall Complex Security).
14. Resolution #20-08 Authorizing First Amendment to February 5, 2015 Agreement for Auditing Services.
15. Resolution #20-09 Authorizing Location Agreement with Acela Unscripted LLC for Use of Perkofsky Boat Launch for Filming Purposes.
16. Operator License Applications.

17. Voucher approval.
18. Future agenda items.
19. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:
Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Stephanie Mostek



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the January 7, 2020 Common Council meeting.

ATTACHMENTS:

- 1-7-20 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, January 7, 2020

7:30 PM

De Pere City Hall Council Chambers

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

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

2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the December 17, 2019 Common Council meeting.

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

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

None.

5. Resolution #20-01 Disallowance of Claim (Stephanie Mostek).

Aldersperson Carpenter moved, seconded by Aldersperson Boyd to refer this item back to staff in order to obtain information on the circumstances of the event.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
	Next: 1/21/2020 7:30 PM
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	James Boyd, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson
EXCUSED:	Dean Raasch

6. Resolution #20-02 Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Perkofski Boat Launch Dock Refurbishing.

Parks Director Marty Kosobucki answered questions about the timeline for these projects and the life expectancy of the new materials.

Attachment: 1-7-20 Common Council Minutes_Draft (9125 : Approval of the minutes of the January 7, 2020 Common Council meeting.)

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

7. Resolution #20-03 Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Fox Point Boat Launch Expansion.

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

8. Resolution #20-04 Establishing New Municipal Court Bond Schedule.

Alderperson Nelson stated that in light of a shift in public perception towards marijuana over the past several years, and its legalization in some surrounding states, he feels that the fines for first time possession should be reviewed. City Attorney Judy Schmidt-Lehman suggested that Alderperson Nelson could request this as an agenda item at a future Finance-Personnel Committee meeting.

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

9. Consideration and possible action on Confirmation of Appointment of Daniel Lindstrom to Position of Development Services Director.

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

10. Appointment to the Commission on Aging by Mayor Walsh.

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

11. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Previously Tabled applications #1 and 2. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to approve New Operator applications #1-6. Upon vote, motion carried unanimously.

12. Voucher approval.

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

13. Future agenda items.

Alderperson Hansen proposed purchasing security cameras for Nicolet Alley in response to the recent vandalism to the public art installation there. This request will be scheduled for the upcoming Finance-Personnel Committee meeting.

14. Adjournment.

Alderperson Crevier moved, seconded by Alderperson Nelson to adjourn the meeting at 7:46 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: Fire Department

FROM: Lea Taylor

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

Unanimously approved

ATTACHMENTS:

- DE PERE CHRISTIAN OUTREACH CORP DONATION TO FIRE DEPT (PDF)

Memo



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

From: Alan Matzke, Fire Chief *AM*

Date: January 7, 2020

Re: Consider Donation from De Pere Christian Outreach Corp

The Fire Department is requesting acceptance of a donation from De Pere Christian Outreach Corp., 506 Butler Street, De Pere, Wisconsin, in the amount of \$300. The accepted donation would be placed in the Fire Department donation account.

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

Attachment: DE PERE CHRISTIAN OUTREACH CORP DONATION TO FIRE DEPT (9112 : Recomm. from Finance & Personnel to accept donation

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

MEETING DATE: January 21, 2020

DEPARTMENT: Police

FROM: Derek Beiderwieden

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

The Police Department has received a generous donation from the De Pere Christian Outreach in the amount of \$3,000.00. The donation has been earmarked to be used for the department K-9 program.

The Finance and Personnel Committee unanimously approved the donation at the January 14, 2020 meeting and is forwarding it to the Common Council for final acceptance. Please consider accepting this donation for future department K-9 expenses.

Thank you and if you should have any questions about the donation or the program, please contact me at your convenience.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: Fire Department

FROM: Lea Taylor

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

Unanimously approved

ATTACHMENTS:

- WILLIAM CUENE MEMORIAL FUND DONATION TO FIRE DEPT (PDF)

Memo



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

From: Alan Matzke, Fire Chief *AM*

Date: January 7, 2020

Re: Consider Donation from William Cuene Memorial Fund

The Fire Department is requesting acceptance of a donation from the William Cuene Memorial Fund, in the amount of \$4,000. William "Bill" Cuene was a member of De Pere Fire Rescue for 28-years, where he was a Firefighter, Lieutenant, Captain and Acting Chief. He passed away in December, 2019. His family graciously donated this money to De Pere Fire Rescue on behalf of their father. The accepted donation would be placed in the Fire Department donation account.

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

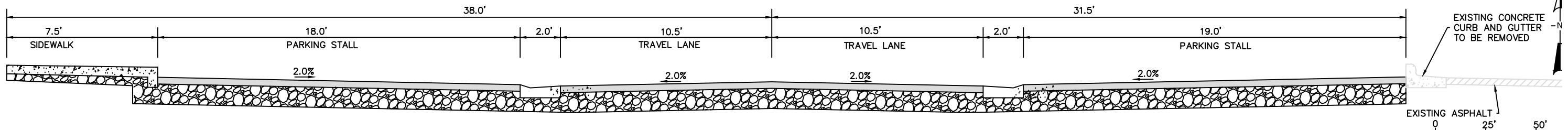
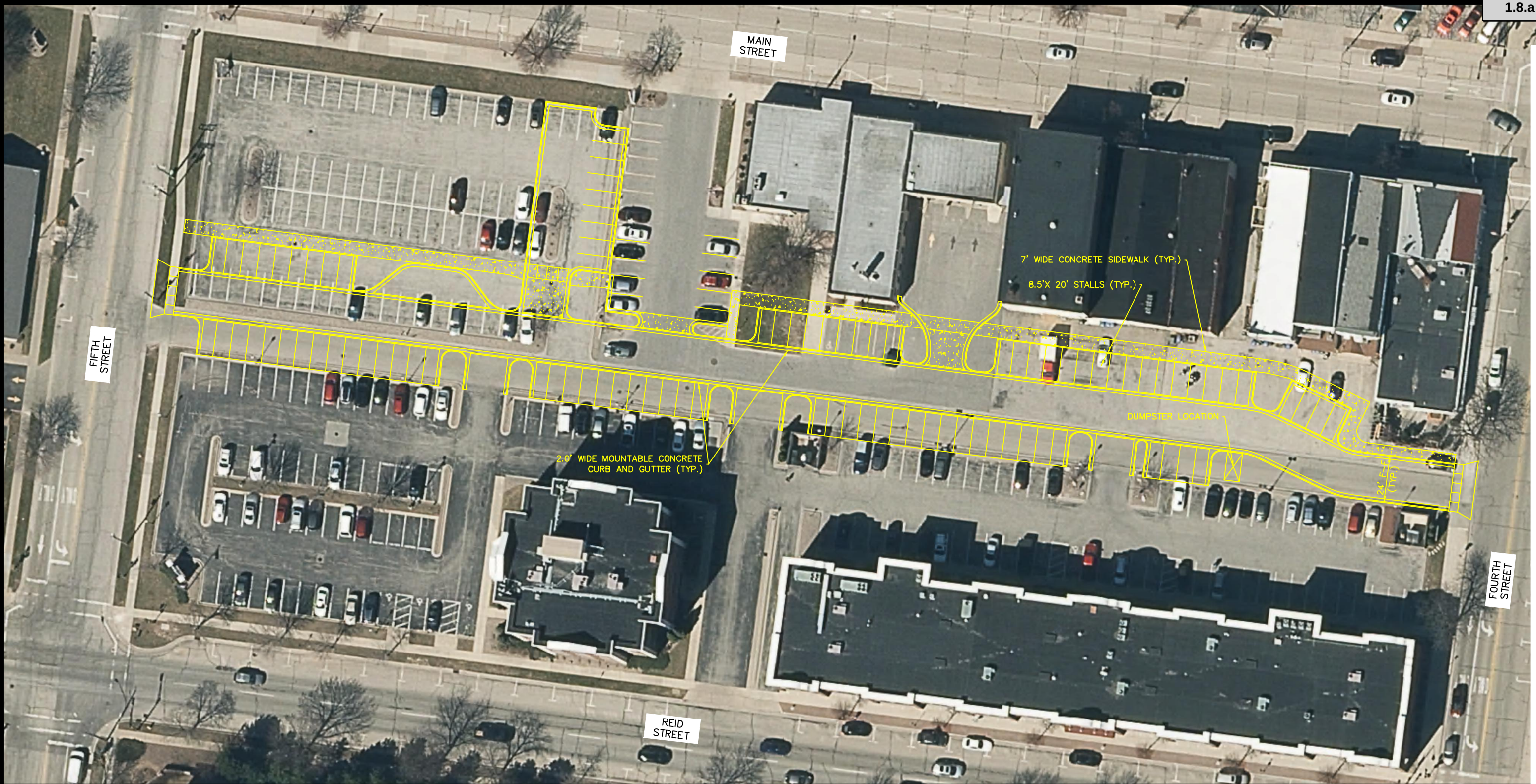
SUBJECT: Recommendation from the Board of Public Works to approve Solicitation for Easements for Reid Street Alley Parking

The Board of Public Works at the January 13, 2020 meeting approved the solicitation of easements for Reid Street Alley Parking and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

Staff is requesting approval for solicitations for easements for Reid Street alley parking for a proposed hotel at the corner of 5th Street and Main Avenue. See attached parking lot concept.

ATTACHMENTS:

- Reid Parking Alignment Option (PDF)



CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

**REID/MAIN AND FIFTH/FOURTH
PARKING OPTION 2**

NAME:			REVISIONS / ISSUES				PAC NO.
PROJECT #			NO.	DATE	BY	REMARKS	
21-04			SURVEYED	10-2019	SRL		
			DRAWN	10-2019	SRL		
			DESIGNED	10-2019	SRL		
			CHECKED	10-2019	EPR		



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

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

ATTACHMENTS:

- SNC Temporary Premises Description Change 1-21-2020 (PDF)

Premise Description Change

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2019 ending: 06 30 2020
(MM-DD-YYYY) (MM-DD-YYYY)

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

County of Brown Aldermanic Dist. No. _____ (If required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company St. Norbert College, Inc.

Address of Corporation/Limited Liability Company (if different from licensed premises) 100 grant st depere 54115

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	Brian Bruesse	1527 Fox Ridge ct	DePere 54115

Vice President/Member

Secretary/Member	Amy Sorenson	1521 Bay Highlands	Green Bay 54311
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Treasurer/Member	Eileen Jahnke	3435 Bay Highlands	Green Bay 54311
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Agent	Terrie DuBois	118 S. Washington st B114	Green Bay 54301
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Directors/Managers

C. 1. Trade Name St. Norbert College Business Phone Number 9204031352

2. Address of Premises see attached Post Office & Zip Code DePere 54115

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

4. 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.) see attached

5. Legal description (omit if street address is given above): see attached

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? If yes, explain fully on reverse side ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. we are tax exempt ☐ Yes ☒ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (800) 266-2776] ☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>12-11-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk/Deputy Clerk <u>[Signature]</u>

AT-118 (R. 7-18)

Wisconsin Department of Revenue

Attachment: SNC Temporary Premises Description Change 1-21-2020 (9122 : Application for a temporary premises description change

Temporary Extension of Premises for 2019/2020 licensed year:

Bush Art Center, 403 Third St

Thursday, Feb 6th, 5:30 pm – 7:30 pm

Friday, Feb 28th, 5 pm – 7 pm

Friday, Apr 17th, 5 pm – 7 pm

Mulva Library, 400 Third St

Wednesday, Mar 25th 4 – 6 pm



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Reso20-01 (DOCX)
- Mostek Liability Claim (PDF)
- Mostek Liability Denial (PDF)

RESOLUTION #20-01

DISALLOWANCE OF CLAIM
(Stephanie Mostek)

WHEREAS, a Notice of Claim and Claim was filed by Stephanie Mostek ("Claimant"), 606 North Winnebago Street, De Pere, Wisconsin 54115, in the City Clerk's office on November 18, 2019; and

WHEREAS such Notice and Claim alleges that on October 24, 2019, a water main break caused storm sewer backup into Claimant's basement, resulting in damage to property totaling \$8,886.24; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier, EMCASCO Insurance Company (EMC), which investigated the same and determined that the Claimant's damages were caused by a double water main break which caused damage to the sanitary sewer, resulting in the sanitary sewer main line filling up with water and debris causing flooding in some residential homes; further, based upon its investigation, EMC has determined that the City maintains a sufficient Capital Improvement Plan for replacements and there is no evidence the City knew or should have known the City's water main at this location would break at this time, and the City was therefore not negligent in the operation and maintenance of its water main and is not negligent or legally responsible for the Claimant's property damage; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Claim submitted by Stephanie Mostek be, and the same is hereby denied; and further, that no action on this Claim may be brought against the

Attachment: Reso20-01 (9008 : Resolution #20-01 Disallowance of Claim (Stephanie Mostek).)

Resolution #20-01

Page 2 of 2

City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice upon Claimant.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the Claimant, Stephanie Mostek, as a Notice of Disallowance of Claim.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-01 (9008 : Resolution #20-01 Disallowance of Claim (Stephanie Mostek).)



City of De Pere Liability Claim Form

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

CLAIMANT INFORMATION

Claimant Name:

Stephanie Mostek

Address:

6006 W Winnebago DePere, WI 54115

Phone Number(s):

920-336-5563

E-mail Address:

stephmostek@hotmail.com

INCIDENT INFORMATION

Date & Time of
Incident:

10/24/19 Afternoon

Location of Incident:

Sub Level - Basement

Total Amount of
Claimed Damages:

\$8,866²⁴

(Attach itemized invoices/estimates)

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

City's water main broke, filling storm sewer,
forcing its way into floor drain flooding
basement.

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

Stephanie Mostek

Claimant Signature

(parent/guardian if claimant is under 18)

11/18/19

Date

Attachment: Mostek Liability Claim (9008 : Resolution #20-01 Disallowance of Claim (Stephanie Mostek).)



Milwaukee Claim Department

November 26, 2019

A0139
CITY OF DEPERE
335 S BROADWAY
DE PERE WI 54115-2526

Dear City Of Depere:

EMC has received notice of your claim. The initial information received is referenced in the Claims Contact Summary below. You may wish to retain the Claims Contact Summary information for your records. It will assist you when contacting EMC regarding the status of your claim.

If we have not spoken about your claim upon receipt of this letter, please use the information below to contact me.

Sincerely,

Joseph R Utic
Senior Claims Adjuster

YOUR CLAIM INFORMATION

Claim Number:	Z01560606
Claimant:	Stephanie Mostek
Policy Number:	5B3-15-78 General Liability (Occurrence)
Loss Date:	10/24/2019
Loss Location:	606 N Winnebago De Pere, WI
Adjuster:	Joe Utic
Phone:	262-717-3968
Email:	Joe.R.Utic@EMCIns.com

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

Employers Mutual Casualty Company
EMCASC0 Insurance Company
EMC Reinsurance Company

Illinois EMCASC0 Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

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

EMC Underwriters, LLC
EMC National

Packet Pg. 21

Attachment: Mostek Liability Claim (9008 : Resolution #20-01 Disallowance of Claim (Stephanie Mostek).)



Casualty Loss - Next Steps

You have just reported a Casualty loss. The following will help answer questions on how EMC Insurance Companies will handle your claim. This courtesy letter is informational only and does not require any further action on your part. This does not alter, delete, or replace any of the terms or conditions of your policy.

- An EMC Claims Representative should be in contact with you within 24 hours of receipt of your report of claim. When you speak with the EMC Claims Representative, he or she will explain the claims process, discuss what information will be needed from you, and will explain what is covered and not covered under your policy.
- This letter includes a summary of Your Claim Information, including your Claims Representative's contact information and pertinent information surrounding your loss. Please keep this letter on hand as a reference.
- If available, please provide any of the following information to your claim representative
 - All known contact information for other involved parties or witnesses
 - Photographs
 - Any reports or estimates
- Your EMC Claims Representative will keep you informed as your claim is processed and will communicate with you regarding any further information or documentation that is needed to assist us in resolving your claim.



P.O. Box 327
 Brookfield, WI 53008-0327
 Phone 855.495.1800
 FAX 888.992.6122 Commercial Lines Underwriting,
 Marketing, Risk Improvement
 FAX 888.992.6123 Personal Lines Underwriting
 FAX 888.992.6125 Claims
 FAX 888.992.6126 General, Accounting, Audit,
 Records
 www.emcins.com

November 26, 2019

City of De Pere
 Attn: Carey Danen
 335 S Broadway
 De Pere, WI 54115

Re: Claim Number: 1560606
 Insured: City of De Pere
 Date of Loss: 10/24/19
 Claimant: Stephanie Mostek
 Address: 606 N. Winnebago

Dear Carey:

As you are aware, we have investigated the claim for damages presented by Stephanie Mostek claiming water damage to her residence located at 606 N. Winnebago. We have determined that the City of De Pere did not have prior notice of the water main break. We find no liability on the City and have issued a liability denial to Stephani Mostek. We ask that you formally review to disallow the claim. We would issue a letter from this office; however, due to statutory requirements, the letter must come from the governmental body itself.

We are asking that the City of De Pere, on its own letterhead, forward a brief letter to Stephanie Mostek. This letter should be sent certified, return receipt requested and simply state the following:

The City of De Pere is providing this letter in response to the Written Notice of Claim that was sent to the City dated November 18, 2019.

In conformance with Wisconsin Statute 893.80, the City of De Pere has officially denied your claim. No action on this claim may be brought after six (6) months following the receipt of this communication.

The letter must be kept brief, because any addition to the above body can be viewed as a complication, which may negate the disallowance.

Please forward a copy of the letter of disallowance to our office so it can become a part of our file.

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

Attachment: Mostek Liability Denial (9008 : Resolution #20-01 Disallowance of Claim (Stephanie Mostek).)



Sincerely,

Joseph Utic
Sr. Claims Adjuster
EMC INSURANCE COMPANIES
855-495-1800, ext. 3968; direct dial 262-717-3968
joe.r.utic@emcins.com

Attachment: Mostek Liability Denial (9008 : Resolution #20-01 Disallowance of Claim (Stephanie Mostek).)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

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

The Board of Public Works at the January 13, 2020 meeting approved the quote for 2020 Consulting Services from Robert E. Lee and Associates in the amount of \$17,040 based on the total cost of work being estimated using 2019 final quantities and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-05 (DOCX)
- Consultant Agreement-Robert E. Lee & Associates, Inc.(2020 Consulting Services)1-14-20-189-003-19 (PDF)
- Exhibit A-Robert E. Lee & Associates, Inc. (PDF)
- Exhibit B-Robert E. Lee Consultant Agreement (PDF)
- 2020 0113 CI_BOPW_Consulting_Services (PDF)
- Cedar Corporation 2020 Consulting Services Proposal (PDF)
- Ruekert Mielke 2020 Consulting Services Proposal (PDF)

RESOLUTION #20-05

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2020 Consulting Services)

WHEREAS, the City is in need of limited consulting services on an as needed basis for its 2020 construction projects for services that exceed City staff availability or expertise; and

WHEREAS, Robert E. Lee & Associates, Inc. has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc., as is attached hereto and incorporated herein as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2020 Consulting Services)**

THIS AGREEMENT made and entered into on this ____ day of _____, 2020, by and between the City of De Pere, Wisconsin ("City") and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, City is in need of limited consulting services on an as needed basis for its 2020 construction projects for services that exceed City staff availability or expertise; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECTS

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated January 7, 2020 (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibits A and B, the terms of Exhibit A shall prevail. If there is a conflict between Exhibit A and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City shall provide Consultant with necessary information pertaining to each project in order to assist Consultant and will pay for all applicable permitting fees.

IV. AUTHORIZATION, PROGRESS AND COMPLETION

In signing this Agreement, the City gives 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 services may be requested throughout the year and that Consultant's work hereunder shall be completed pursuant to City's requirements for each various project/request. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City in writing as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum, with monthly invoicing based on the percentage of completion of work. Payment to the Consultant is due upon receipt of an invoice by the City; however, no more than one invoice shall be submitted per month. 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 sizes and complexity.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to 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) causes solely 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 City make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. 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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

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:

If to City:

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

With a copy to:

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

If to Consultant:

Robert E. Lee & Associates, Inc.
Attention: Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager
1250 Centennial Centre Boulevard
Green Bay, WI 54311

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

ROBERT E. LEE & ASSOCIATES, INC.

CITY OF DE PERE

By:

By:

Print Name: Jared G. Schmidt, P.E., V.P.
Title: Civil/Municipal Engineering Manager

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Carey E. Danen, City Clerk

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Request for Proposals For 2020 Consulting Services

The City of De Pere would like to invite your firm to submit a proposal to provide consulting services for the 2020 calendar year.

Your proposal must be submitted to our office by Tuesday, January 7, 2020 at 3:00 P.M. Proposals can be submitted via e-mail to Eric Rakers at erakers@mail.de-pere.org.

GENERAL INFORMATION:

The City of De Pere is currently designing and bidding out projects pursuant to the 2020 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, and street), concrete street construction and reconstruction, and new pond construction. The purpose for this Request for Proposal (RFP) is to obtain rates for services with the assistance in the design, permitting, and/or administration of these projects.

SCOPE OF SERVICES:

Consulting services shall include, but are not limited to:

1. Completion and submittal of storm water, wetland, and navigable waterway permits, including correspondence with permitting authority on the City's behalf.
2. Shop drawing review (e.g. electrical, mechanical, etc.)
3. Review and recommendation for City design where required.
4. Analysis of uncommon issues encountered by Engineering Staff.
5. Wetland reviews and delineations.
6. Storm water management facility review, planning and design.
7. Site plan and traffic impact analysis review.
8. Street lighting design and quantity take-off.
9. Structure review and inspection.
10. Legal surveys, descriptions, easement preparation, etc.

Site visits may be needed depending on issues encountered by engineering staff. The majority of correspondence and review will be completed via e-mail and by phone, primarily through Eric Rakers, City Engineer or Chase Kuffel, Assistant City Engineer depending on the project.

In 2019, the City utilized consulting services for the total hours shown in Table 1 below:

Table 1 - 2019 Consulting Services Hours by Classification

Classification	Hours
Senior Engineer	73.25
Engineer	5.00
Registered Land Surveyor	78.50
Senior Technician	2.50
Technician	15.00
Clerical	0.50

SCHEDULING:

The City will request services throughout the year. Generally, the City will give notice via email.

INSURANCE:

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

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

FEE:

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

DELIVERY:

Consulting services will be completed via phone and email with engineering staff. Permitting shall be delivered via email, in pdf format. Hard copies will not need to be provided.

ADDITIONAL INFORMATION:

The City will provide all information requested to assist consulting services and will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Item	Fee	Unit
Senior Engineer		Per Hour
Engineer		Per Hour
Registered Land Surveyor		Per Hour
Senior Technician		Per Hour
Technician		Per Hour
Clerical		Per Hour
Mileage		Per Mile



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services

1250 Centennial Centre Boulevard • Hobart, WI 54155 • 920-662-9641 • www.releeinc.com

January 7, 2020

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

RE: Proposal for 2020 Consulting Services

Dear Mr. Rakers:

Thank you for the opportunity to provide information regarding Robert E. Lee & Associates' (REL), and our associated rates for 2020 consulting services to be provided to the City of De Pere. We value the relationship we have developed with De Pere and look forward to continuing work with the City.

REL was established in 1956 and is a full-service consulting firm specializing in civil and environmental engineering, surveying, and natural resource services. Currently, REL has approximately 55 employees at our office located in the Village of Hobart. A major focus of our business is servicing the public sector, and we pride ourselves on the many lasting relationships we have developed with municipalities like the City of De Pere. Our mission is "Quality-First" with a dedication to long-term relationships created through listening to our client's needs and providing a high-quality and timely product.

We provide design and construction engineering services for many communities throughout the state. We regularly complete major construction projects, as well as assist in day-to-day activities based on a municipality's need. Staff assists with capital improvement planning, project estimating, reviewing site and storm water plans, permitting, providing survey, environmental and ecological assistance, and delivering technical support to staff each community. We work to create and maintain a personal partnership between our client and an REL project manager.

Our team for the City of De Pere will include many familiar faces. Jared Schmidt, P.E., V.P. will be the overall point of contact for REL. Depending on the project needs, Jared would facilitate REL staff to work with you. For surveying purposes, Troy Hewitt, P.L.S., would lead our survey efforts and provide survey oversight. REL's survey department completes topographic surveys, provides construction staking and creates documents such as plats, CSMs, easements, or any type of legal descriptions.

REL's civil engineering department is experienced in the design and development of facilities including water distribution systems, sanitary and storm sewer systems, storm water management

January 7, 2020
 Mr. Eric Rakers, P.E., City Engineer
 CITY OF DE PERE
 Page 2

Exhibit B
 Page 2 of 4

facilities, roadways, site development, permitting, bid documents, and construction administration and observation services. For storm water management, site design needs, and flood plain management, Aaron Breitenfeldt, P.E. and Brandon Robaidek, E.I.T. would complete the project for the City. Both are adept in engineering design and their specialty in designing storm water management facilities for projects large and small. Both are very familiar with state and local permits and their associated requirements and deadlines. Utility and street construction or reconstruction projects would likely be led by Ryan Trzinski, P.E. and/or Jennifer Liimatta, P.E. Brad Treml or Jordan Rynish would also be available to assist in any of the engineering design and permitting needs De Pere may have.

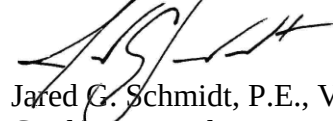
At any time during a project, non-engineering needs may arise. Robert E. Lee & Associates has unique expert personnel available to tackle these needs and provide comprehensive solutions. We have experts in environmental and ecological specialties available to assist our project managers. Bruce Meissner, P.G., V.P. is knowledgeable in hazardous materials issues and the WDNR databases available to help identify potentially contaminated sites. Our in-house ecological division, NES Ecological Services, includes a WDNR Professionally Assured Wetland Delineator (James Havel), ecologists, biologists, and specialists that are readily available to answer natural resource questions. By having an Assured Delineator on staff, ecological projects can progress through the approval process by eliminating the 60-day WDNR concurrence review timeline. Our NES group also specializes in design, implementation, and maintenance of the native communities constructed around storm water features.

Our more than 60 years of corporate experience coupled with our talented staff has helped promote an efficient project execution style. This project execution is reinforced through continuous communication, dedicated service, and our ability to listen to the needs of our clients and the community.

If you would like further company information or detailed staff resumes, we would be happy to provide them. Should you have any questions or need additional information, please feel free to contact our office. If the City would need additional technical support from individuals not categorized by the requested billing rate, REL would propose to conduct those efforts based on our attached standard 2020 labor rates. Thank you again for the opportunity to work with the City, and we look forward to working with you on your upcoming municipal needs.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

JGS/NJM

ENC.

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

Attachment: Exhibit B-Robert E. Lee Consultant Agreement (9110 : Resolution #20-05 Authorizing Agreement for Consulting Services-RE Lee &

Proposed Fee ScheduleCompany Name: Robert E. Lee & Associates, Inc.Company Address: 1250 Centennial Centre BoulevardCompany Address: Hobart, WI 54155Company Representative: Jared G. Schmidt, P.E., V.P., Civil/Municipal Engineering ManagerSignature: Fee (Total): --

Item	Fee	Unit
Senior Engineer	\$108	Per Hour
Engineer	\$90	Per Hour
Registered Land Surveyor	\$93	Per Hour
Senior Technician	\$91	Per Hour
Technician	\$75	Per Hour
Clerical	\$52	Per Hour
Mileage	\$0.575	Per Mile

Robert E. Lee Associates, Inc.
2020 Labor Rates

1.11.d

Exhibit B
Page 4 of 4

<u>Staff Type</u>	<u>Billing Rate</u>
CAD TECHNICIAN I	\$ 72.00
CAD TECHNICIAN II	\$ 85.00
CAD TECHNICIAN INTERN	\$ 41.00
CIVIL ENGINEERING MANAGER	\$ 162.00
CLERICAL I	\$ 52.00
CLERICAL II	\$ 60.00
CLERICAL MANAGER	\$ 86.00
COMMUNITY PLANNER	\$ 101.00
CONSTRUCTION MANAGER	\$ 162.00
DESIGN MANAGER	\$ 145.00
DESIGNER I	\$ 108.00
DESIGNER II	\$ 115.00
ENGINEER I	\$ 90.00
ENGINEER II	\$ 108.00
ENGINEER III	\$ 131.00
ENGINEER IV	\$ 147.00
ENGINEERING ASSISTANT	\$ 60.00
ENGINEERING DIRECTOR	\$ 169.00
ENGINEERING TECHNICIAN I	\$ 75.00
ENGINEERING TECHNICIAN II	\$ 91.00
ENGINEERING TECHNICIAN III	\$ 115.00
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 142.00
ENVIRONMENTAL SCIENTIST I	\$ 87.00
ENVIRONMENTAL SCIENTIST II	\$ 100.00
ENVIRONMENTAL SCIENTIST III	\$ 110.00
ENVIRONMENTAL SERVICES MANAGER	\$ 162.00
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 47.00
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 64.00
ENVIRONMENTAL TECHNICIAN I	\$ 67.00
ENVIRONMENTAL TECHNICIAN II	\$ 77.00
ENVIRONMENTAL TECHNICIAN III	\$ 93.00
EROSION CONTROL/RESTORATION CREW LEADER	\$ 86.00
EROSION CONTROL/RESTORATION TECHNICIAN I	\$ 47.00
EROSION CONTROL/RESTORATION TECHNICIAN II	\$ 73.00
EROSION CONTROL/RESTORATION TECHNICIAN III	\$ 80.00
GEOLOGIST I	\$ 85.00
GEOLOGIST II	\$ 98.00
GEOLOGIST III	\$ 109.00
GEOLOGIST IV	\$ 132.00
GIS SPECIALIST I	\$ 82.00
GIS SPECIALIST II	\$ 93.00
GIS TECHNICIAN	\$ 66.00
LAND USE PLANNER I	\$ 86.00
LAND USE PLANNER II	\$ 116.00
NATURAL RESOURCES SCIENTIST I	\$ 65.00
NATURAL RESOURCES SCIENTIST II	\$ 80.00
NATURAL RESOURCES SCIENTIST III	\$ 94.00
NATURAL RESOURCES SCIENTIST IV	\$ 118.00
NATURAL RESOURCES TECHNICIAN I	\$ 39.00
NATURAL RESOURCES TECHNICIAN II	\$ 44.00
NATURAL RESOURCES TECHNICIAN III	\$ 64.00
NES DIVISION MANAGER	\$ 118.00
PROJECT COORDINATOR	\$ 79.00
SENIOR CONSULTANT	\$ 153.00
SENIOR GIS SPECIALIST	\$ 122.00
SENIOR TRANSPORTATION CONSULTANT	\$ 121.00
SOLID WASTE MANAGER	\$ 162.00
SURVEY INTERN	\$ 52.00
SURVEY MANAGER	\$ 123.00
SURVEYOR TECHNICIAN I	\$ 69.00
SURVEYOR TECHNICIAN II	\$ 80.00
SURVEYOR TECHNICIAN III	\$ 91.00
SURVEYOR PROFESSIONAL I	\$ 85.00
SURVEYOR PROFESSIONAL II	\$ 93.00
SURVEYOR PROFESSIONAL III	\$ 100.00
TECHNICAL SERVICES DIRECTOR	\$ 156.00
TRANSPORTATION MANAGER	\$ 162.00
WATER & WASTEWATER FACILITIES OPERATOR	\$ 89.00
WATER & WASTEWATER MANAGER	\$ 162.00
WATER & WASTEWATER OPERATOR TRAINER	\$ 100.00
WWTP FACILITIES OPERATOR ASSISTANT	\$ 51.00

Attachment: Exhibit B-Robert E. Lee Consultant Agreement (9110 : Resolution #20-05 Authorizing Agreement for Consulting Services-RE Lee &

CITY OF DE PERE MEMO



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

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

Date: January 13, 2020

RE: **Consideration and possible action on Quote for 2020 Consulting Services***

The Engineering Department received proposals for consulting services that will be completed in conjunction with the City's 2020 construction projects. Staff anticipates using consulting services to assist with the completion of storm water, wetland, and navigable waterway permits, shop drawing review, design review, wetland reviews and delineations, traffic impact analysis review, street lighting design, legal surveys, legal descriptions, easement preparation, or engineering issues that arise that exceed staff's availability or expertise. The total cost of work was estimated using 2019 final quantities as follows:

Consultant	Estimate
Robert E. Lee & Associates, Inc.	\$17,040.00
Cedar Corporation	\$17,950.75
Ruekert & Mielke, Inc.	\$19,222.50

The actual amount for the proposal will vary based on the amount of consulting services required, which is dependent on what unanticipated work arises.

Funding will be from the various capital projects accounts and the engineering budget.

The staff recommendation is to accept the quote from Robert E. Lee & Associates, Inc. for Consulting Services to be used during the 2020 year.

Attachments:

Robert E. Lee 2020 Consulting Services Proposal (PDF)
Cedar Corporation 2020 Consulting Services Proposal (PDF)
Ruekert Mielke 2020 Consulting Services Proposal (PDF)

January 6, 2020

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

c: erakers@mail.de-pere.org

RE: Letter Proposal – 2020 Consulting Services

Dear Eric:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere (City) with 2020 Consulting Services for miscellaneous tasks throughout the 2020 calendar year.

Cedar has been in business since 1975. We have assisted many municipalities with the completion of various engineering tasks for permitting, shop drawing reviews, design, uncommon issues encountered by staff and legal surveys, descriptions and easement preparation. Cedar has the staff and resources to complete the City's projects during 2020.

PROJECT UNDERSTANDING

Based on a review of the Request for Proposal (RFP) issued on December 16, 2019, we have the following project understanding.

The City of De Pere would like assistance in completing various engineering tasks during the 2020 calendar year. These tasks will be requested on an as-needed basis based on the workload levels of your staff.

SCOPE OF SERVICES

Based on our project understanding, as described above, and per the Scope of Services and City's Responsibilities provided in the RFP, we offer the following Scope of Services:

1. Completion and submittal of storm water, wetland, and navigable waterway permits, including correspondence with permitting authority on the City's behalf.
2. Shop drawing review (e.g., electrical, mechanical, etc.)
3. Review and recommendation for City design where required.
4. Analysis of uncommon issues encountered by Engineering Staff.
5. Wetland reviews and delineations.
6. Storm water management facility review, planning, and design.
7. Site plan and traffic impact analysis review.
8. Street lighting design and quantity take-off.
9. Structure review and inspection.
10. Legal surveys, descriptions, easement preparation, etc.

Site visits may be needed depending on issues encountered by Engineering Staff. The main method of correspondence and review will be completed via email and by phone with the Project Team.

DELIVERY

Consulting services will be completed via phone and email with Engineering Staff. Permitting shall be delivered via email, in pdf format. Hard copies will not need to be provided.

Our deliverables will be provided in the following formats:

1. Construction plans and details will be in AutoCAD Civil 3D .dwg format.
 Electronic submittals will be in .pdf format.
 (The City will online bid the Project with the 11" x 17" pdf plan set.)
2. Technical specifications for bidding will be in Microsoft Word format.
3. Bid items, quantities, engineer's estimates will be in Microsoft Word and/or Excel format.

INSURANCE

Cedar will provide a certificate of insurance per the RFP requirements at the time of contract execution.

FEE

Cedar proposes to complete the work scope as identified on the *Proposal Fee Schedule* in the RFP and attached to this proposal.

ADDITIONAL INFORMATION

The City will provide all information requested to assist consulting services and will pay for permitting fees associated with the project.

CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing the agreement utilized on previous Cedar Project for review and execution by Cedar.

In closing, Cedar looks forward to the opportunity to provide services to the City of De Pere. Do not hesitate to call if you have questions or would require additional information regarding our proposal.

Sincerely,

CEDAR CORPORATION


 Thad M. Majkowski, P.E.
 Director

TMM/cap

cc: Chase Kuffel, P.E., Assistant City Engineer, City of De Pere (ckuffel@mail.de-pere.org)



Proposed Fee Schedule

Company Name: Cedar Corporation

Company Address: 1695 Bellevue Street

Company Address: Green Bay, WI 54311

Company Representative: Thad Majkowski, P.E.

Signature: *Thad Majkowski*

Fee (Total): Dependent upon project. Proposed Fee Schedule follows.

Item	Fee (\$)	Unit
Senior Engineer	115	Per Hour
Engineer	91	Per Hour
Registered Land Surveyor	98	Per Hour
Senior Technician	88	Per Hour
Technician	75	Per Hour
Clerical	68	Per Hour
Mileage Per IRS guidelines:	0.58	Per Mile
Electrical / Mechanical Review	125	Per Hour

January 7, 2020

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

Re: 2020 Consulting Services Proposal

Dear Mr. Rakers,

Ruekert & Mielke, Inc. (R/M) thanks you for the opportunity to submit this proposal for 2020 Consulting Services. This letter presents our proposed scope of services and hourly fees based on your request for proposal provided on December 16, 2019.

Scope of Services

As the City of De Pere is preparing designs and bidding documents for projects pursuant to the 2020 capital improvement plan, it is requesting hourly rates for services that may include assistance for the design, permitting and/or administration of these projects. The projects include new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, and street), concrete street construction and reconstruction, and new pond construction.

The scope of services listed below is included, but is not limited to:

1. Completion and submittal of storm water, wetland, and navigable waterway permits, including correspondence with permitting authority on the City's behalf.
2. Shop drawing review (e.g. electrical, mechanical, etc.)
3. Review and recommendation for City design, where required.
4. Analysis of uncommon issues encountered by Engineering Staff.
5. Wetland reviews and delineations.
6. Storm water management facility review, planning and design.
7. Site plan and traffic impact analysis review.
8. Street lighting design and quantity take-off.
9. Structure review and inspection.
10. Legal surveys, descriptions, easement preparation, etc.



Mr. Eric Rakers, P.E.
Proposal for 2020 Consulting Services
January 7, 2020
Page 2

Fee

The fees for services provided as outlined in the RFP are included in the attached Proposed Fee Schedule.

Respectfully,

RUEKERT & MIELKE, INC.

A handwritten signature in blue ink, appearing to read 'Colin L. Meisel'.

Colin L. Meisel, P.E. (IA, IL, IN, KY, MI, MN, TN, WI)
Team Leader
cmeisel@ruekert-mielke.com

A handwritten signature in blue ink, appearing to read 'Ryan T. Amtmann'.

Ryan T. Amtmann, P.E. (WI, IL)
Vice President
ramtmann@ruekert-mielke.com

CLM:cal
Enclosure
cc: File

Proposed Fee ScheduleCompany Name: Ruckert & Mielke, Inc.Company Address: 1400 Lombardi Avenue, Suite 101SCompany Address: Green Bay, WI 54304Company Representative: Colin L. Meisel, P.E.Signature: Fee (Total): To Be Determined

Item	Fee	Unit
Senior Engineer	\$128	Per Hour
Engineer	\$106	Per Hour
Registered Land Surveyor	\$100	Per Hour
Senior Technician	\$105	Per Hour
Technician	\$78	Per Hour
Clerical	\$68	Per Hour
Mileage Federal Rate	\$0.58	Per Mile



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

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

The Board of Public Works at the January 13, 2020 meeting approved the quote for Environmental Services for Perrot Square site contamination from Cedar Corporation in the amount of \$23,800 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-06 (DOCX)
- Consultant Agreement-Cedar Corporation(Environmental Services)1-20-106-003-19 (PDF)
- Exhibit A-Cedar Corp Consultant Agreement (PDF)
- Exhibit B-Cedar Corp Consultant Agreement (PDF)
- 2020 0113 CI_BOPW_Environmental_Services (PDF)
- Foth - PL-De Pere Site Investigation- Rev1 (PDF)
- GEI-Proposal_City of DePere_FINAL_jmp20191227 (PDF)

RESOLUTION #20-06

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND CEDAR CORPORATION
(Environmental Consulting Services – 123 South Broadway Street)

WHEREAS, the City is in need of consulting services for environmental site investigation and related activities at the city-owned parking lot located at 123 South Broadway Street; and

WHEREAS, Cedar Corporation has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Cedar Corporation, as is attached hereto and incorporated herein as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND CEDAR CORPORATION
(Environmental Consulting Services – 123 South Broadway Street)**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2020, by and between the City of De Pere, Wisconsin (“City”) and Cedar Corporation, a Wisconsin corporation (“Consultant”).

WITNESSETH

WHEREAS, City is in need of consulting services for environmental site investigation and related activities at the City-owned parking lot located at 123 South Broadway Street to fulfill City’s obligations as required by the Wisconsin Department of Natural Resources (“DNR”) as referenced in DNR BRRTS (Bureau for Remediation and Redevelopment Tracking System) Activity #02-05-584442 dated October 2, 2019 in compliance with Wisconsin law; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECTS

The project is as described in City’s Request for Proposals and DNR BRRTS Activity #02-05-58442 (Exhibit A) and Consultant’s Proposal thereto dated December 23, 2019 (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibits A and B, the terms of Exhibit A shall prevail. If there is a conflict between 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 as described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City shall provide Consultant with necessary information concerning the project that may be applicable to assist Consultant, as are available.

IV. AUTHORIZATION, PROGRESS AND COMPLETION

In signing this Agreement, the City gives 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 services may be requested throughout the year and that Consultant's work hereunder shall be completed pursuant to City's requirements for each various project/request. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City in writing as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum, with monthly invoicing based on the percentage of completion of work. 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 sizes and complexity.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to 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 solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. 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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

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:

If to City:

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

With a copy to:

City of De Pere
Attention: City Administrator
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Cedar Corporation
Attention: Mitch Evenson, C.H.M.M.
Director of Environmental Services
1695 Bellevue Street
Green Bay, WI 54311

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

CEDAR CORPORATION**CITY OF DE PERE**

By:

By:

Mitch Evenson, C.H.M.M.
Director of Environmental Services

Michael J. Walsh, Mayor

Ken Jaworski
Project Manager

Carey E. Danen, City Clerk

J:\Law\Agreements\2020\Consultant Agreement-Cedar Corporation (Environmental Services)1-20-106-003-19.docx

Attachment: Consultant Agreement-Cedar Corporation (Environmental Services)1-20-106-003-19 (9111 : Resolution #20-06 Authorizing

**Request for Proposals
For
DNR BRRTS Activity #02-05-584442**

The City of De Pere would like to invite your firm to submit a proposal to provide consulting services for environmental cleanup site investigation as required per DNR BRRTS Activity #02-05-584442 (Attached).

Your proposal must be submitted to our office by Friday, December 27, 2019 at 4 P.M. Proposals can be submitted via e-mail to Lawrence Delo at ldelo@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere is seeking the services of a qualified environmental consultant to meet the requirements outlined by WI DNR per DNR BRRTS Activity #02-05-584442 (Attached). The purpose for this Request for Proposal (RFP) is to obtain rates for services to ensure response actions taken by the City Of De Pere comply with Wisconsin law.

SCOPE OF SERVICES:

Consulting services shall include, but are not limited to:

1. All actions required per DNR BRRTS Activity #02-05-584442 (Attached).
2. Additional actions as may be required by WI DNR to fulfill the City of De Pere's obligations per DNR BRRTS Activity #02-05-584442 (Attached).

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.

FEE:

Identify fee for services to complete all necessary steps associated with the analysis and reporting required per DNR BRRTS Activity #02-05-584442.

Identify fees/hourly rates to complete additional tasks not specifically identified in the attached DNR report that may be required by the DNR at a later date as a result of the initial analysis and submittal of reports to the DNR.

PAYMENT:

The City's Consultant Agreement provides for compensation under the contract to be made in a lump sum upon completion of the contract. Any proposal that seeks an alternative compensation provision shall be included in a specific description of the preferred compensation method for City consideration.

DELIVERY:

Consulting services may be completed via phone and email with City staff.

ADDITIONAL INFORMATION:

The City will provide all information requested to assist consulting services and will pay for any State required fees associated with the project.

A sample Consultant Agreement is attached. Terms and conditions of a proposer's Standard Agreement for Services shall not be incorporated into Consultant Agreement absent specific language thereof in the Consultant Agreement itself.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

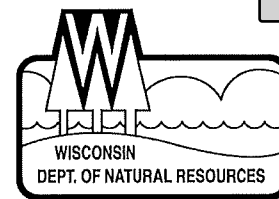
Signature: _____

Fee (Total): _____

Hourly Fee for Additional Work Required by the DNR: _____

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
 2984 Shawano Avenue
 Green Bay WI 54313-6727

Tony Evers, Governor
 Preston D. Cole, Secretary
 Telephone 608-266-2621
 Toll Free 1-888-936-7463
 TTY Access via relay - 711



October 2, 2019

City of De Pere
 Mayor Michael J. Walsh
 335 S Broadway Street
 De Pere WI 54115

**Subject: Reported Contamination at City of De Pere Parking Lot, S Broadway St,
 De Pere, WI
 DNR BRRTS Activity # 02-05-584442**

Dear Mayor Walsh:

In September 2019, Judy Schmidt-Lehman, attorney for the city of De Pere, notified the Department of Natural Resources ("department") that a hazardous substance discharge of volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), metals, and arsenic was detected at the site described above.

Information submitted to the department regarding this site indicates you are responsible for the discharge of a hazardous substance or other environmental pollution (hereafter referred to as "contamination") at the above-described site. "Site" refers to the property where the contamination occurred and any other property it has migrated to, as defined in Wisconsin Administrative Code ("Wis. Admin. Code") § NR 700.03(56).

This letter explains how to initiate the investigation and cleanup of contamination of the site, and how to access further information and assistance from the department. The longer contamination is left in the environment, the farther it can spread and the more it may cost to clean up. Quick action may lessen damage to your property and neighboring properties and reduce your costs in investigating and cleaning up the contamination.

Legal Responsibilities:

Persons meeting the definition of "responsible party" under § NR 700.03(51) must follow applicable law to address the discharge of a hazardous substance to the environment or other environmental pollution. Wisconsin Statutes ("Wis. Stats.") ch. 292 and Wis. Admin. Code chs. NR 700 through NR 754 provide specific requirements for undertaking appropriate response actions to address contamination, including requirements for emergency and interim actions, public information, site investigations, remedy selection, design and operation of remedial action systems, and case closure.

General Recommendations for Responsible Parties:

The department recommends that you:

1. *Hire a Qualified Environmental Consultant*

City of De Pere
 Mayor Michael J. Walsh
 Responsible Party Letter
 BRRS #02-05-584442
 October 2, 2019

Page 2 of 5

To ensure response actions you plan to undertake comply with Wisconsin law, you should hire an environmental consultant within **30 days**, by November 1, 2019, to meet the regulatory deadlines listed below. A delay in hiring an environmental consultant could result in you missing key submittal deadlines.

Hiring a consulting firm with staff that have the appropriate State of Wisconsin qualifications to supervise and certify the submittals is a critical component and necessary to meet your requirements. Further, an environmental consultant should be knowledgeable of Wisconsin's technical procedures and laws, and be able to answer questions regarding cleanup requirements. Required qualifications for environmental consultants are specified in Wis. Admin. Code ch. NR 712. Program guidance is available, see *Wis. Admin. Code ch. NR 712 Qualifications and Certifications, RR-081*.

2. Properly Submit Reports on Time with Required Information Included

Wisconsin law includes timeframes for submitting technical documents and conducting work, as well as specifications for what should be included in those submittals. This letter provides a general overview of the timeframes and first steps to take for site investigation and cleanup. For an overview of timing requirements, please refer to *NR 700 Process and Timeline Overview, RR-967, enclosed*.

The department developed the publication *Guidance for Electronic Submittals for the Remediation and Redevelopment Program, RR-690*, to assist responsible parties and consultants in properly submitting documents. Wis. Admin. Code § NR 700.11(3g), and other specific provisions within Wis. Admin. Code ch. NR 700, outline the requirements for submittals, including electronic submittals. Consultants and representatives of responsible parties are required to submit one paper copy and one electronic copy of submittals, including case closure documents. The electronic version must be an exact duplicate of the paper version. Failure to submit both a paper copy and electronic copy delays acceptance of your submittals.

3. Consider the Benefits of a Fee-based Technical Review of your Submittals

In-depth department review of technical reports and submittals is available for a fee. The Remediation and Redevelopment (RR) Program project managers are available throughout the process to answer general questions and provide general input as the site moves toward closure. However, if you want a formal written response from the department, a meeting or both on a specific submittal, a review fee will be required in accordance with Wis. Admin. Code ch. NR 749. **Obtaining technical assistance from department project managers throughout the process is an effective way to prevent problems and delays at the end of the process when case closure is requested.** Forms, a fee schedule, and further information on technical assistance is available at dnr.wi.gov and searching "brownfield fees".

Required Steps to Take and Documents to Submit:

The steps listed below serve as a general overview only — all mandatory steps and submittals specified in state law must be met before the department can grant "case closure", which is a determination by the department that no further cleanup is necessary at a site, as defined in Wis. Admin. Code § NR 700.03(3m).

1. **Scoping and Work Plan Submittal – NR 716.07 and 716.09:** The law requires that you appropriately scope out your site investigation and submit a work plan within **60 days of this notification**, by December 1, 2019, for completing a site investigation. The work plan must comply with the requirements in Wis. Admin. Code, chs. NR 700 through NR 754. For additional assistance, the department has extensive guidance on its web page at dnr.wi.gov and search "brownfield publications".

Prior to and during a site investigation, you must evaluate whether any interim actions are needed to contain or stabilize a hazardous substance discharge or environmental pollution, pursuant to Wis. Admin. Code § NR 708.11. If you undertake an interim action (e.g., free product removal), you must submit documentation of the action per Wis. Admin. Code § NR 708.15.

As you develop the site investigation work plan, you must include an assessment of the vapor intrusion pathway. Wis. Admin. Code § NR 716.11(5) outlines the requirements for when to evaluate for the presence of vapors in the sub-surface and in indoor air. The results and conclusions from the vapor assessment must be included in the Wis. Admin. Code § NR 716.15 site investigation report whether or not you elected to take vapor samples. *Addressing Vapor Intrusion at Remediation & Redevelopment Sites in Wisconsin, RR-800*, is available to help responsible parties and their consultants comply with these requirements.

2. **Field Investigation – NR 716.11:** Following submission of the work plan, the site investigation must be started within the timeframe provided under law. The timeframe varies depending on whether you are requesting the department's fee-based review of the work plan. If you do not request a fee-based review of the work plan, you must initiate the field investigation within 90 days of submitting the work plan, and you may proceed with the field investigation upon department notification to proceed; however, if the department has not responded within 30 days, from submittal of the work plan, you may then proceed with the field investigation. If a fee and request for department review of the work plan is submitted, the field investigation must begin within 60 days after receiving department approval.
3. **Sample Results Notification Requirements – NR 716.14:** You must report sampling results to the department, owners, occupants, and various other parties within 10 business days after receiving the sampling results, unless a different timeframe is approved by the department, in accordance with Wis. Admin. Code § NR 716.14.
4. **Site Investigation Report – NR 716.15:** Within 60 days after completion of the field investigation and receipt of the laboratory data, the law requires you to submit a Site Investigation Report (SIR) to the department. As part of the SIR or in the Remedial Actions Options Report (RAOR), if there is soil contamination, the responsible party shall identify the current land use (i.e., industrial or non-industrial) and zoning for the site or facility in accordance with Wis. Admin. Code § NR 720.05(5). Also, as part of the SIR or in the RAOR, you must include any interim action report that may be required under Wis. Admin. Code § NR 708.15.
5. **Remedial Actions Options Report – NR 722:** Within 60 days after submitting the SIR, the law requires you to submit a RAOR. The selected remedy in the RAOR should include an evaluation of green and sustainable remediation criteria, as appropriate, as required by Wis. Admin. Code § NR 722.09(2m). This may be submitted as part of a broader SIR.

City of De Pere
 Mayor Michael J. Walsh
 Responsible Party Letter
 BRRTS #02-05-584442
 October 2, 2019

Page 4 of 5

6. **Remedial and Interim Action Design, Implementation, Operation, Maintenance and Monitoring Reports – NR 724:** Unless otherwise directed by the department, the responsible party shall submit all plans and reports required in Wis. Admin. Code ch. NR 724.
7. **Notification of Residual Contamination or Continuing Obligations – NR 725:** In situations where notification is required, the responsible party must provide submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to case closure, as required by Wis. Admin. Code ch. NR 725.
8. **Semi-annual Reporting -- NR 700.11:** Wis. Admin. Code § NR 700.11(1)(a) requires responsible parties to submit semi-annual site progress reports to the department until final case closure is granted. The reports summarize the work completed over six months and additional work planned to adequately complete the response action at the site. Consultants may submit these reports on behalf of responsible parties. These reports are due in January and July of each year. Please refer to department publication *NR 700 Semi-Annual Site Progress Report, RR-082*, for more information.

Submittals required under Wis. Admin. Code chs. NR 700 - 726

These documents, as applicable, must be submitted to the department prior to the responsible party requesting case closure, unless otherwise directed by the department:

- ☐ Ch. NR 708 reports and documentation for any immediate or interim actions.
- ☐ Ch. NR 712 professional certifications and signatures are included with applicable submittals.
- ☐ Ch. NR 716 work plan(s) and site investigation report.
- ☐ Ch. NR 722 remedial action options report (exception is for Dry Cleaners Environmental Response Fund sites), with the selected remedial action identified.
- ☐ Ch. NR 724 design, construction documentation, operation, maintenance and monitoring plans and reports, including vapor mitigation commissioning.
- ☐ Ch. NR 725 submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to case closure.
- ☐ If requesting case closure, the Ch. NR 726 case closure form and documentation substantiating compliance with the NR 700 rule series.
- ☐ Ch. NR 749 fees have been paid, as applicable, including closure and database fees.
- ☐ Ch. NR 700 semi-annual site progress reports starting six months after notification.

Additional Information:

The department tracks information on all cleanup sites in a department database available at dnr.wi.gov and search "BOTW". The Bureau for Remediation and Redevelopment Tracking System (BRRTS) identification number for this site is listed at the top of this letter. You may view information related to your site on this database at any time.

City of De Pere
Mayor Michael J. Walsh
Responsible Party Letter
BRRTS #02-05-584442
October 2, 2019

Page 5 of 5

All correspondence regarding this site should be directed to:

Josie Schultz
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
2984 Shawano Avenue
Green Bay WI 54313-6727
josie.schultz@wisconsin.gov

As previously noted, you are required to submit one paper copy and one electronic copy of plans and reports. To speed up processing, your correspondence should reference the BRRTS and Facility Identification (FID) numbers (if assigned) listed at the top of this letter.

Please visit the department's Remediation and Redevelopment Program website at dnr.wi.gov and search "Brownfields", for information on selecting a consultant, seeking financial assistance, and understanding the investigation and cleanup process. Information regarding review fees, liability clarification letters, post-cleanup liability and more is also available.

If you have questions, please call Josie Schultz at 920-662-5424 for more information.

Thank you for your cooperation.

Sincerely,



Denise D. Danelski
Environmental Program Associate - Remediation & Redevelopment Program
Northeast Region

Enclosures:

1. NR 700 Process and Timeline Overview, RR-967
2. Environmental Contamination Basics, RR-674
3. Selecting a Consultant, RR-502
4. Environmental Services Contractor List, RR-024

cc: Judy Schmidt-Lehman, City of De Pere, jschmidt-lehman@mail.de-pere.org



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

1695 Bellevue Street
Green Bay, WI 54311

920-491-9081
800-472-7372
FAX 920-491-9020
www.cedarcorp.com

December 23, 2019

Attention: Lawrence Delo, City Administrator
City of De Pere
335 S Broadway Street
De Pere, WI 54115

**Ref. Project: Reported Contamination of City of De Pere Parking Lot,
S Broadway St, De Pere, WI
DNR BRRS Activity #02-05-58442**

Dear Mr. Delo:

Cedar Corporation (Cedar) appreciates the opportunity to be part of this project and offers our proposal to provide site investigation services for the City of De Pere. Proposal documents are attached.

We understand the project is to include site investigation services for the City of De Pere Parking Lot site (WDNR BRRS#02-05-584442) location specifically identified in the City's December 4, 2019, RFP (Attachment A).

Our Environmental Services Team has successfully completed similar site investigation service projects as documented by our Cedar Corporation Professional Services information. Our project team includes Ken Jaworski, Senior Consultant as the Project Manager; Mitch Evenson, Director of Environmental Services, as the Technical Coordinator; plus a full staff of Environmental Specialists trained and experienced to meet the specific requests of the WDNR.

We look forward to the opportunity to work with you and the City of De Pere on this project. If you have any questions, feel free to contact us at any time at 920-491-9081, or at ken.jaworski@cedarcorp.com, mitch.evenson@cedarcorp.com.

Sincerely,

CEDAR CORPORATION

Ken Jaworski
Senior Consultant

Mitch Evenson, C.H.M.M.
Director of Environmental Services



PROFESSIONAL SERVICES

Since 1975
85 Employees
4 Office Locations
Full-Service Design Firm



- CIVIL/MUNICIPAL ENGINEERING
- SURVEYING/GPS/GIS
- ARCHITECTURE
- WASTEWATER SERVICES
- TRANSPORTATION
- STRUCTURAL ENGINEERING
- WATER RESOURCE SERVICES
- ENVIRONMENTAL SERVICES
- LANDSCAPE ARCHITECTURE
- GRANTS/FUNDING ASSISTANCE
- PLANNING/ECONOMIC DEVELOPMENT

Corporate Profile

OVERVIEW

Our mission, as a full service design and engineering firm, is to provide the highest standards of design excellence and service to the Village of Cleveland. Our goal is to develop a team relationship between you and our staff. We possess the technical expertise necessary to meet your demands on a timely basis and within budget guidelines.

Business with public and private clients, especially smaller communities such as yours, attests to our ability to assemble a team concept with our clients working within their guidelines. We understand how important small communities are and we work hard to meet their needs to provide growth to the community.

SERVICES

Cedar Corporation is a professional service firm with disciplines in engineering, architecture, environmental repair, planning, landscape architecture, and land surveying. Founded in 1975, the company has grown in size and stature to its present staff of 85. Our staff is dedicated to the principles on which the firm was developed: professionalism, state-of-the-art technology, and exemplary service to clients. We have continued to grow because of our commitment to comprehensive service and good communication with our clients.

STAFF RESOURCES

Our staff resources include 18 Professional Engineers, 3 Licensed Wastewater Treatment Facility Operators, 2 Licensed Water System Operators, 3 Professional Land Surveyors, 6 Planners, 1 Economic Development Specialist, 2 Registered Architects, 1 Interior Designer, 1 Registered Landscape Architect, 3 Professional Geologists, 4 Environmental Specialists, 1 Hazardous Materials Manager, and a strong support staff of technicians and administrative personnel. All of these individuals take pride in continuing education course work to stay abreast of current developments within their professions. To provide a work setting that meets the challenges of the industry, as well as the skill levels of the employees, the company maintains a state-of-the-art computer network and related technology.

LOCATION

Cedar Corporation's corporate headquarters is located in Menomonie, Wisconsin. To better serve our clients, we have additional offices located in Madison, Green Bay, and Cedarburg, Wisconsin.

PHILOSOPHY

Cedar Corporation undertakes each project with a pledge to you that you will receive the best value-per-dollar spent on your projects. We recognize that you may be concerned with three major issues as you engage the services of consultants – quality, timeliness, cost.

Quality

Cedar Corporation is committed to providing you with the best solutions, satisfying the programmatic parameters. We strive to provide the best service to you by promoting excellence within our own firm.

Timeliness

Equal in importance to quality is timeliness, which is critical to you in making swift and accurate decisions regarding project development. The success or demise of a project is tied directly to the timing of the documents necessary for funding, municipal approvals, and construction. As important as any design issue is scheduling; we have the flexibility to mobilize our resources according to the demands of the project and maintain continuity of its development.

Cost

The project budget is based on the scope of services provided. Cost estimating will verify compliance with the established budgets or, in some cases, point out programmatic or design deficiencies. Through our experience and industry aids, we have an exemplary record of predicting costs of our services and of construction costs—well within industry standards.

The issues of timeliness and cost are interlocked with each one influencing the project as a whole, as well as each other. We recognize this relationship and consider each to be critical to the success of the project, while also being the judge of our performance. It is this attention to our clients' concerns that sets Cedar Corporation apart from our peers—we pledge to you our commitment to excellent service.

Professional Services

CIVIL/MUNICIPAL ENGINEERING

- Streets, Roads, and Highways
- Water Supply, Storage, Distribution
- Municipal Engineering
- Site Selection Studies
- Traffic Studies
- Storm Water Management
- Industrial Park Layout
- Flood Control Analysis
- Solid Waste
- Cost Estimating

STRUCTURAL ENGINEERING

- Bridge Design
- Bridge Inspections
- Construction Inspection
- Dam Design and Analysis
- Building Design and Analysis
- Structural Assessments
- Foundation Design and Analysis

WASTEWATER SERVICES

- Facility Planning
- Wastewater Treatment Facility Design
- Construction Services

PLANNING/ECONOMIC DEVELOPMENT

- Municipal Comprehensive Plans
- Planning and Zoning Administration Services
- Zoning Ordinances Preparation
- Block Grants
- Public Facility Grants
- Feasibility Studies
- Relocation Plans
- Redevelopment Planning
- Economic Development Strategies
- Identification of Project Funding
- Public Information Surveys
- Mapping/GIS
- Funding Assistance/Project Proformas
- Impact Fees
- Tax Incremental Finance Districts

SURVEYING

- Plats and Subdivisions
- Property Surveys
- GPS Surveys
- Topographic and Site Surveys
- Aerial Control Surveys
- Re-Monumentation Surveys
- Right-of-Way Plats
- County and Transportation Project Plats (TPP)

ARCHITECTURE

- Industrial, Commercial, Retail Design
- Municipal Buildings
- Libraries
- Educational
- Religious
- Recreation
- Multi-family Residential
- Nursing Homes and Congregate Care
- EMS and Fire Stations
- Fire Protection Systems
- Fire Alarm Design
- Building Envelope/Energy Retrofit
- Heat Recovery Systems
- Energy Management Studies
- Plumbing and HVAC Design
- Adaptive Re-use
- Retrofit Design

ENVIRONMENTAL SERVICES

- Groundwater Monitoring
- Soil and Groundwater Remediation & Design
- Monitoring – Air, Water, Noise, Particulate
- Phase I and Phase II Site Assessments
- Environmental Investigations
- WDNR Assured Wetland Delineations
- Asbestos and Lead Assessment and Monitoring
- Hazardous Building Materials Assessments and Abatement Oversight
- Building Deconstruction Planning and Oversight
- Spill Prevention Control and Countermeasure Planning

LANDSCAPE ARCHITECTURE

- Site Design
- Park/Recreation Planning and Design
- Urban Streetscapes
- Planting Design
- Hydraulic Analysis
- Erosion Control Design

WATER RESOURCE SERVICES

- Analytical Modeling
- Water Quantity, Quality
- Wetland Delineation, Mitigation and Monitoring
- Storm Water Erosion Control
- Shoreline Restoration
- Storm Water: Best Management Practices
- Storm Water Pollution Prevention Planning

Date: December 23, 2019

**Scope of Services
Between Cedar Corporation (ENGINEER)
and City of De Pere (CLIENT)**

Proposal to Perform Site Investigation Services

ENGINEER is hereby proposing to proceed with the Project listed below, constituting Exhibit B to CLIENT's RFP for DNR BRRTS Activity #02-05-58442. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: Environmental Site Investigation services for City of De Pere Parking Lot,
S Broadway St, De Pere, WI

Project Description: The project involves completing Environmental Site Investigation for property at S. Broadway Street, De Pere, WI (BRRTS # 02-05-584442).

Proposed Scope of Work: ENGINEER is proposing to provide Environmental Site Investigation services and related activities to address site conditions based on current development and results of previous Phase II Environmental Site Assessment completed by Sigma Group on Lots 1, 4/5, and 7, S. Broadway Street.

Environmental Site Investigation (Investigation) in accordance with NR 716 as outlined the WDNR's October 2, 2019, letter to the CLIENT (Attachment A). The Investigation will evaluate the property for impacts to soil and groundwater from historic uses (including a gas station).

Based on the Phase II results and WDNR's requirements in NR 716, ENGINEER proposes the following is the proposed scope of work:

- Prepare and submit to WDNR a site investigation work plan;
- Installation of three monitoring wells and five soil borings across the property;
- Collection of 24 soil and 6 groundwater samples for laboratory analysis for PVOC or VOC, PAH, and metals;
- Coordination and proper disposal of investigative wastes;
- Preparation of a site investigation report and submittal to CLIENT and WDNR, including recommendations for additional work as needed based on results and proposed future development.

Electronic (.pdf) report(s) will be delivered to CLIENT and WDNR. Recommendations for any work beyond the scope of work shown herein or attached will be made by ENGINEER and cost estimates to perform such work will be presented for CLIENT's consideration prior to additional work being completed.

The proposed scope is based on Investigation services on the property(s) described above. Note that a change in the scope of the Project may increase costs for the Project, CLIENT will be notified of any increase in cost prior to cost being incurred.



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cobb Strecker Dunphy & Zimmermann 225 South Sixth Street Suite 1900 Minneapolis MN 55402	CONTACT NAME: Marilyn Olson	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 612-349-2434	E-MAIL ADDRESS: molson@csdz.com	
INSURED CEDACORI Cedar Corporation 604 Wilson Ave Menomonie, WI 54751	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : RLI Insurance Company		13056
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 350403187

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Architects & Engineers Professional Liability Claims Made			RDP0035463	3/4/2019	3/4/2020	Each Claim \$3,000,000 Annual Aggregate \$5,000,000 Including Pollution

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For bid purposes.

CERTIFICATE HOLDER

CANCELLATION

Sample/Company Sample Address Sample City/State/Zip	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Indianhead Insurance Agency, Inc. 3101 Schneider Ave. Ste 2 P.O. Box 99 Menomonie WI 54751		CONTACT NAME: Linda Puig PHONE (A/C, No, Ext): (715)235-6131 FAX (A/C, No): (715)235-4208 E-MAIL ADDRESS: lpuig@indianhead-insurance.com	
INSURED Cedar Corporation 604 Wilson Ave. Menomonie WI 54751		INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1932919144

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ZB1D869254 00	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			AW1D870006 00	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ @DI01 \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			UH1D869255 00	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WB1D828037 00	4/1/2019	4/1/2020	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

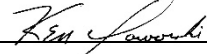
Example Cert	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Linda Puig/LINDA

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Date: December 23, 2019

Proposed Fee Schedule:

Company Name: Cedar Corporation
Company Address: 1695 Bellevue Street
Company Address: _____
Company Representative: Ken Jaworski, Project Manager
Signature: 
Fee (Total): \$23,850
Hourly Fee for Additional Work Required by the DNR: Environmental Specialist: \$91.00/hr.

Method of Compensation: Work will be completed on a lump sum basis to provide the proposed scope of services, as described above. The following is the engineering cost(s).

<u>Service:</u>	<u>Cost:</u>
Environmental Consulting/sampling/reporting	\$ 10,400.00
Soil boring (8)/monitoring well (3) construction	\$ 7,900.00
Laboratory analysis (soil and groundwater)	\$ 4,030.00
Waste disposal (12 drums cuttings, purge water)	\$ <u>1,520.00</u>
Total:	\$ 23,850.00

Timetable: Proposed Work can begin immediately following selection.

CEDAR CORPORATION
1695 Bellevue Street
Green Bay, WI 54311

By: 

Name: Mitch Evenson, C.H.M.M.

Title: Director of Environmental Services



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

1695 Bellevue Street
Green Bay, WI 54311

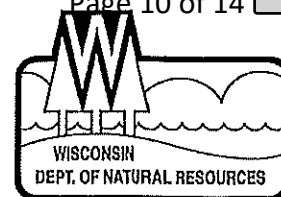
920-491-9081
800-472-7372
FAX 920-491-9020
www.cedarcorp.com

Attachment A

Attachment: Exhibit B-Cedar Corp Consultant Agreement (9111 : Resolution #20-06 Authorizing Agreement for Consulting Services-Cedar

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2984 Shawano Avenue
Green Bay WI 54313-6727

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 2, 2019

City of De Pere
Mayor Michael J. Walsh
335 S Broadway Street
De Pere WI 54115

Subject: Reported Contamination at City of De Pere Parking Lot, S Broadway St,
De Pere, WI
DNR BRTS Activity # 02-05-584442

Dear Mayor Walsh:

In September 2019, Judy Schmidt-Lehman, attorney for the city of De Pere, notified the Department of Natural Resources ("department") that a hazardous substance discharge of volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), metals, and arsenic was detected at the site described above.

Information submitted to the department regarding this site indicates you are responsible for the discharge of a hazardous substance or other environmental pollution (hereafter referred to as "contamination") at the above-described site. "Site" refers to the property where the contamination occurred and any other property it has migrated to, as defined in Wisconsin Administrative Code ("Wis. Admin. Code") § NR 700.03(56).

This letter explains how to initiate the investigation and cleanup of contamination of the site, and how to access further information and assistance from the department. The longer contamination is left in the environment, the farther it can spread and the more it may cost to clean up. Quick action may lessen damage to your property and neighboring properties and reduce your costs in investigating and cleaning up the contamination.

Legal Responsibilities:

Persons meeting the definition of "responsible party" under § NR 700.03(51) must follow applicable law to address the discharge of a hazardous substance to the environment or other environmental pollution. Wisconsin Statutes ("Wis. Stats.") ch. 292 and Wis. Admin. Code chs. NR 700 through NR 754 provide specific requirements for undertaking appropriate response actions to address contamination, including requirements for emergency and interim actions, public information, site investigations, remedy selection, design and operation of remedial action systems, and case closure.

General Recommendations for Responsible Parties:

The department recommends that you:

1. Hire a Qualified Environmental Consultant

City of De Pere
Mayor Michael J. Walsh
Responsible Party Letter
BRRTS #02-05-584442
October 2, 2019

Page 2 of 5

To ensure response actions you plan to undertake comply with Wisconsin law, you should hire an environmental consultant within **30 days**, by November 1, 2019, to meet the regulatory deadlines listed below. A delay in hiring an environmental consultant could result in you missing key submittal deadlines.

Hiring a consulting firm with staff that have the appropriate State of Wisconsin qualifications to supervise and certify the submittals is a critical component and necessary to meet your requirements. Further, an environmental consultant should be knowledgeable of Wisconsin's technical procedures and laws, and be able to answer questions regarding cleanup requirements. Required qualifications for environmental consultants are specified in Wis. Admin. Code ch. NR 712. Program guidance is available, see *Wis. Admin. Code ch. NR 712 Qualifications and Certifications, RR-081*.

2. Properly Submit Reports on Time with Required Information Included

Wisconsin law includes timeframes for submitting technical documents and conducting work, as well as specifications for what should be included in those submittals. This letter provides a general overview of the timeframes and first steps to take for site investigation and cleanup. For an overview of timing requirements, please refer to *NR 700 Process and Timeline Overview, RR-967, enclosed*.

The department developed the publication *Guidance for Electronic Submittals for the Remediation and Redevelopment Program, RR-690*, to assist responsible parties and consultants in properly submitting documents. Wis. Admin. Code § NR 700.11(3g), and other specific provisions within Wis. Admin. Code ch. NR 700, outline the requirements for submittals, including electronic submittals. Consultants and representatives of responsible parties are required to submit one paper copy and one electronic copy of submittals, including case closure documents. The electronic version must be an exact duplicate of the paper version. Failure to submit both a paper copy and electronic copy delays acceptance of your submittals.

3. Consider the Benefits of a Fee-based Technical Review of your Submittals

In-depth department review of technical reports and submittals is available for a fee. The Remediation and Redevelopment (RR) Program project managers are available throughout the process to answer general questions and provide general input as the site moves toward closure. However, if you want a formal written response from the department, a meeting or both on a specific submittal, a review fee will be required in accordance with Wis. Admin. Code ch. NR 749. **Obtaining technical assistance from department project managers throughout the process is an effective way to prevent problems and delays at the end of the process when case closure is requested.** Forms, a fee schedule, and further information on technical assistance is available at dnr.wi.gov and searching "brownfield fees".

Required Steps to Take and Documents to Submit:

The steps listed below serve as a general overview only — all mandatory steps and submittals specified in state law must be met before the department can grant "case closure", which is a determination by the department that no further cleanup is necessary at a site, as defined in Wis. Admin. Code § NR 700.03(3m).

City of De Pere
Mayor Michael J. Walsh
Responsible Party Letter
BRRTS #02-05-584442
October 2, 2019

Page 3 of 5

1. **Scoping and Work Plan Submittal – NR 716.07 and 716.09:** The law requires that you appropriately scope out your site investigation and submit a work plan within **60 days of this notification**, by December 1, 2019, for completing a site investigation. The work plan must comply with the requirements in Wis. Admin. Code, chs. NR 700 through NR 754. For additional assistance, the department has extensive guidance on its web page at dnr.wi.gov and search "brownfield publications".

Prior to and during a site investigation, you must evaluate whether any interim actions are needed to contain or stabilize a hazardous substance discharge or environmental pollution, pursuant to Wis. Admin. Code § NR 708.11. If you undertake an interim action (e.g., free product removal), you must submit documentation of the action per Wis. Admin. Code § NR 708.15.

As you develop the site investigation work plan, you must include an assessment of the vapor intrusion pathway. Wis. Admin. Code § NR 716.11(5) outlines the requirements for when to evaluate for the presence of vapors in the sub-surface and in indoor air. The results and conclusions from the vapor assessment must be included in the Wis. Admin. Code § NR 716.15 site investigation report whether or not you elected to take vapor samples. *Addressing Vapor Intrusion at Remediation & Redevelopment Sites in Wisconsin, RR-800*, is available to help responsible parties and their consultants comply with these requirements.

2. **Field Investigation – NR 716.11:** Following submission of the work plan, the site investigation must be started within the timeframe provided under law. The timeframe varies depending on whether you are requesting the department's fee-based review of the work plan. If you do not request a fee-based review of the work plan, you must initiate the field investigation within 90 days of submitting the work plan, and you may proceed with the field investigation upon department notification to proceed; however, if the department has not responded within 30 days, from submittal of the work plan, you may then proceed with the field investigation. If a fee and request for department review of the work plan is submitted, the field investigation must begin within 60 days after receiving department approval.
3. **Sample Results Notification Requirements – NR 716.14:** You must report sampling results to the department, owners, occupants, and various other parties within 10 business days after receiving the sampling results, unless a different timeframe is approved by the department, in accordance with Wis. Admin. Code § NR 716.14.
4. **Site Investigation Report – NR 716.15:** Within 60 days after completion of the field investigation and receipt of the laboratory data, the law requires you to submit a Site Investigation Report (SIR) to the department. As part of the SIR or in the Remedial Actions Options Report (RAOR), if there is soil contamination, the responsible party shall identify the current land use (i.e., industrial or non-industrial) and zoning for the site or facility in accordance with Wis. Admin. Code § NR 720.05(5). Also, as part of the SIR or in the RAOR, you must include any interim action report that may be required under Wis. Admin. Code § NR 708.15.
5. **Remedial Actions Options Report – NR 722:** Within 60 days after submitting the SIR, the law requires you to submit a RAOR. The selected remedy in the RAOR should include an evaluation of green and sustainable remediation criteria, as appropriate, as required by Wis. Admin. Code § NR 722.09(2m). This may be submitted as part of a broader SIR.

City of De Pere
Mayor Michael J. Walsh
Responsible Party Letter
BRRTS #02-05-584442
October 2, 2019

Page 4 of 5

6. **Remedial and Interim Action Design, Implementation, Operation, Maintenance and Monitoring Reports – NR 724:** Unless otherwise directed by the department, the responsible party shall submit all plans and reports required in Wis. Admin. Code ch. NR 724.
7. **Notification of Residual Contamination or Continuing Obligations – NR 725:** In situations where notification is required, the responsible party must provide submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to case closure, as required by Wis. Admin. Code ch. NR 725.
8. **Semi-annual Reporting -- NR 700.11:** Wis. Admin. Code § NR 700.11(1)(a) requires responsible parties to submit semi-annual site progress reports to the department until final case closure is granted. The reports summarize the work completed over six months and additional work planned to adequately complete the response action at the site. Consultants may submit these reports on behalf of responsible parties. These reports are due in January and July of each year. Please refer to department publication *NR 700 Semi-Annual Site Progress Report, RR-082*, for more information.

Submittals required under Wis. Admin. Code chs. NR 700 - 726

These documents, as applicable, must be submitted to the department prior to the responsible party requesting case closure, unless otherwise directed by the department:

- ☐ Ch. NR 708 reports and documentation for any immediate or interim actions.
- ☐ Ch. NR 712 professional certifications and signatures are included with applicable submittals.
- ☐ Ch. NR 716 work plan(s) and site investigation report.
- ☐ Ch. NR 722 remedial action options report (exception is for Dry Cleaners Environmental Response Fund sites), with the selected remedial action identified.
- ☐ Ch. NR 724 design, construction, documentation, operation, maintenance and monitoring plans and reports, including vapor mitigation commissioning.
- ☐ Ch. NR 725 submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to case closure.
- ☐ If requesting case closure, the Ch. NR 726 case closure form and documentation substantiating compliance with the NR 700 rule series.
- ☐ Ch. NR 749 fees have been paid, as applicable, including closure and database fees.
- ☐ Ch. NR 700 semi-annual site progress reports starting six months after notification.

Additional Information:

The department tracks information on all cleanup sites in a department database available at dnr.wi.gov and search "BOTW". The Bureau for Remediation and Redevelopment Tracking System (BRRTS) identification number for this site is listed at the top of this letter. You may view information related to your site on this database at any time.

City of De Pere
Mayor Michael J. Walsh
Responsible Party Letter
BRRTS #02-05-584442
October 2, 2019

Page 5 of 5

All correspondence regarding this site should be directed to:

Josie Schultz
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
2984 Shawano Avenue
Green Bay WI 54313-6727
josie.schultz@wisconsin.gov

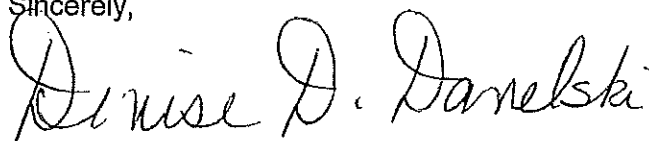
As previously noted, you are required to submit one paper copy and one electronic copy of plans and reports. To speed up processing, your correspondence should reference the BRRTS and Facility Identification (FID) numbers (if assigned) listed at the top of this letter.

Please visit the department's Remediation and Redevelopment Program website at dnr.wi.gov and search "Brownfields", for information on selecting a consultant, seeking financial assistance, and understanding the investigation and cleanup process. Information regarding review fees, liability clarification letters, post-cleanup liability and more is also available.

If you have questions, please call Josie Schultz at 920-662-5424 for more information.

Thank you for your cooperation.

Sincerely,



Denise D. Danelski
Environmental Program Associate - Remediation & Redevelopment Program
Northeast Region

Enclosures:

1. NR 700 Process and Timeline Overview, RR-967
2. Environmental Contamination Basics, RR-674
3. Selecting a Consultant, RR-502
4. Environmental Services Contractor List, RR-024

cc: Judy Schmidt-Lehman, City of De Pere, jschmidt-lehman@mail.de-pere.org

CITY OF DE PERE MEMO



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

From: Larry Delo and Eric P. Rakers, P.E., City Engineer

Date: January 13, 2020

RE: **Consideration and possible action on Quote for Environmental Services***

The City of De Pere received proposals to provide environmental services for site contamination for the Perrot Square parking lot as required per DNR BRRTS Activity #02-05-584442 (See attached letter).

BACKGROUND

A Phase II Environmental Site Assessment was completed at the Perrot Square Parking Lot in 2019 to evaluate the site for potential development. This work included a historical review of the site, four soil borings and associated analysis of soils and ground water. Based on the report, various types of contamination including VOCs, PAHs, metals, and arsenic were detected on the site. As the City is the property owner, by State Law the City was required to report the results to the Wisconsin Department of Natural Resources (WDNR). The WDNR issued a Responsible Party Letter (DNR BRRTS Activity #02-05-584442) to the City on October 2, 2019. This letter identified the steps the City is required to take for the site including:

1. Scoping and Work Plan Submittal – NR 176.07 and 716.09.
2. Field Investigation – NR 716.11
3. Sample Results Notification Requirement – NR 716.14
4. Site Investigation Report – NR 716.15
5. Remedial Actions Options Report – NR 722
6. Remedial and Internal Action Design, Implementation, Operation, Maintenance and Monitoring Reports – NR 725
7. Notification of Residual Contamination or Continuing Obligations – NR 725
8. Semi-annual Reporting – NR 700.11

Specifics along with time frames for each step are described in the WDNR letter.

The challenge for environmental contamination projects is that there are multiple steps as identified above to obtain final resolution. Each step is dependent on the previous step; what is found during field investigations; and subsequent requirements from the WDNR.

For a site such as this, the final resolution for addressing the contamination is not even known at this point and is dependent on the soil and water testing completed and ultimately the final use of the property.

SUMMARY

Per the attached letter, DNR BRRTS Activity #02-05-584442, the WDNR recommended that the City hire

a qualified environmental consultant. The City obtained proposals from three consultants for the work. A summary of each work plan and associated cost is as follows:

Cedar Corporation – Total Cost \$23,800 (Lump Sum)

Proposal Summary:

- Prepare and submit to WNDR a site investigation work plan;
- Installation of three monitoring wells and five soil borings across the property;
- Collection of 24 soil and 6 groundwater samples for laboratory analysis for PVOC or VOC, PAH, and metals;
- Coordination and proper disposal of investigative wastes;
- Preparation of site investigation report and submittal to CLIENT and WNDR, including recommendations for additional work as needed based on trusts and proposed future development.

Staff Comments:

- Proposed scope addresses through Step 4. Site Investigation Report – NR 716.15 of DNR BRRTS Activity #02-05-584442.
- Proposed cost is \$23,800 for the above defined scope. Variables include WDNR requirements for more monitoring wells and/or soil sample locations and more soil and/or ground water samples.

Foth – Total Cost \$42,400 (Time and Materials)

Proposal Summary:

- Task 1 – Site Investigation Work Plan Development
- Task 2 – Communication with WDNR
- Task 3 – Site Investigation

Staff Comments:

- Based on the cover letter, the proposed scope includes the Site Investigation Work Plan, Site Investigation, and Site Investigation Report which goes to Step 4. Site Investigation Report – NR 716.15 of DNR BRRTS Activity #02-05-584442.
- With a time and materials proposal, there will be variability in the final amount based on the effort to complete the work.

GEI Consultants – Total Cost \$46,860

Proposal Summary:

- Initial Project Tasks - \$17,360 (Estimated Not to Exceed) based on:
 - Task 1: Project Meeting with City of De Pere
 - Task 2: Site Investigation Workplan
 - Task 3: Field Investigation (Includes 3 groundwater monitoring wells)
 - Task 4: Groundwater Sampling (On a weekly basis – total number not defined)
 - Task 5: Data Reduction and Evaluation
 - Task 6: WDNR Meeting/Conference Call
- Subsequent Project Tasks - \$29,500 (Estimated by dependent on the Initial Project Tasks)
 - Exploring extent of direct-contact risk
 - Vapor sampling to evaluate the presence of methane and VOCs
 - Historic Fill Exemption

- Site Investigation Report, Remedial Action Plan and Soil Management Plan
- Closure Submittal

Staff Comments:

- Proposed scope appears to go to Step 6. Remedial and Interim Action Design, Implementation, Operation, Maintenance and Monitoring Reports – NR 724 of DNR BRRTS Activity #02-05-584442.
- The initial cost of \$17,360 appears to be static with the only variable being WDNR requirements for more monitoring wells or ground water samples. It appears this portion goes to Step 3. Sample Notification Results – NR 716.14 of DNR BRRTS Activity #02-05-584442. The plan does not include soil samples.
- The additional cost of \$29,500 is dependent on the results of the initial tasks.

RECOMMENDATION

The staff recommendation is to accept the proposal from Cedar Corporation in the amount of \$23,800 to meet the requirements through Step 4. Site Investigation Report – NR 716.15 of DNR BRRTS Activity #02-05-584442.

Additional work will be required by the WDNR based on the Site Investigation Report.

Funding will be from TID 7.

Attachments:

WDNR BRRTS Activity #02-05-584442 Letter	(PDF)	
City Proposal	(WORD)	
Cedar Corporation - Reported Contamination of City of De Pere Parking Lot		(PDF)
Foth - City of De Pere Request for Proposal	(PDF)	
GEI Consultants - Proposal for Environmental Services		(PDF)



Green Bay Location

2121 Innovation Court, Suite 300
 P.O. Box 5126
 De Pere, WI 54115-5126
 (920) 497-2500 • Fax: (920) 497-8516
www.foth.com

January 7, 2020

Mr. Larry Delo
 City Administrator
 City of De Pere
 335 S. Broadway
 De Pere, WI 54115

Dear Mr. Delo:

RE: City of De Pere Request for Proposal (WDNR BRRTS Activity #02-05-584442)

Foth Infrastructure & Environment, LLC (Foth) is pleased to provide you with this revised proposal offering support to the city of De Pere's project located in the parking lot on S. Broadway Street, De Pere, Wisconsin. The project is currently being administered under the Wisconsin Department of Natural Resources (WDNR) Bureau for Remediation and Redevelopment (BRR) and tracked under BRR tracking system (BRRTS) number 02-05-584442. Per your request, we have prepared this proposal to prepare a work plan for a site investigation according to Wisconsin Administrative Code Chapter NR 716 to delineate the extent of soil and groundwater impacts detected at the site. This revision includes the original tasks to prepare a Site Investigation Work Plan and also includes tasks to implement the Site Investigation and prepare a Site Investigation Report for submittal to the WDNR. Foth is well positioned to support this effort given our experience with the BRR and our relationships with the WDNR.

We have assembled an exceptional Foth project team with extensive experience in addressing environmental issues in the Wisconsin BRR, as well as numerous other state and federal programs. Our team has worked on a number of highly successful remediation projects throughout the United States.

If you have questions regarding our submittal, please call Nick Atanasoff at (920) 496-6914 or e-mail at Nick.Atanasoff@Foth.com.

Sincerely,
 Foth Infrastructure & Environment, LLC

Heather L. Hallett, PG, CPG
 Project Hydrogeologist

Nick Atanasoff, CHMM
 Lead Environmental Scientist

Enclosures

**City of De Pere, Wisconsin
Facility Remediation Redevelopment Project
WDNR BRRTS Activity #02-05-584442**

January 7, 2020

I. Our Understanding of Your Project

The Properties located at 302 George Street, 114-116 S. Broadway Street, 118 S. Broadway Street, and 132 S. Broadway Street in De Pere, Wisconsin became registered in Wisconsin Department of Natural Resources (WDNR) Bureau for Remediation and Redevelopment Tracking System (BRRTS) after a Phase II Environmental Site Assessment (ESA) identified volatile organic compounds (VOC), polynuclear aromatic hydrocarbons (PAH), and metals contamination in soils and groundwater at the property. The WDNR has requested, in a letter dated October 2, 2019, that the property owner hire an environmental consultant to initiate the investigation and cleanup of contamination of the site by developing a Site Investigation Work Plan.

The long-term goal of the project is to achieve BRRTS case closure under Wisconsin Administrative Code (WAC) Chapter NR 726 by the WDNR Bureau of Remediation and Redevelopment (BRR). This goal will be achieved by completing the following steps:

1. Prepare a work plan for a Site Investigation according to WAC Chapter NR 716 to delineate the extent of soil and groundwater impacts detected at the site. The work plan will be submitted for review and approval by the WDNR.
2. Implement an Environmental Site Investigation, including groundwater and soil sampling.
3. Prepare a Site Investigation Report and submit to WDNR for review and approval.
4. Work towards case closure under WAC Chapter NR 726 by complying with other WDNR requests for investigation, remediation, and reporting (under separate proposal upon completion of steps #1-3).

This proposal covers the three steps above in this incremental process, including developing a work plan for a Site Investigation to delineate soil and groundwater impacts, performing a field investigation as identified in the work plan, preparation of submitting the work plan to the WDNR for approval, and making any necessary edits to the work plan as requested by the WDNR.

II. Scope of Services

In order to develop the Site Investigation Work Plan and get it approved by WDNR, the scope of work will include the following components:

Task 1 – Site Investigation Work Plan Development

Foth Infrastructure & Environment, LLC (Foth) will review available water quality and soil sample data collected by Sigma Group during the Phase II ESA Evaluation. The data will be analyzed for spatial trends and validated to ensure data quality. A data gap analysis will be performed to determine where additional data is needed to fully define the extent of the groundwater and soil impacts.

Concluding our review, Foth will schedule a site meeting with a representative from the city of De Pere to summarize what we learned from our data review and to discuss the Site Investigation approach.

A Site Investigation Work Plan will be developed to fill gaps in the Phase II ESA data to fully define the extent of the VOCs, PAHs, metals, and arsenic contamination in groundwater on the property and potentially off-site. The Site Investigation will also be designed to focus on determining what contamination is entering the site from other source properties by developing a site conceptual model that incorporates local hydrogeology, geology, and site history. The work plan will describe this approach and sample locations, methods, and analysis will be detailed and figures will be provided. As part of the work plan development, subcontractors will be procured, as necessary, to perform the Site Investigation work.

Task 2 – Communication with WDNR

Foth will communicate with the WDNR project manager to determine their primary concerns at the site before developing the Site Investigation Work Plan to ensure the Site Investigation will satisfy the requirements of WAC Chapter NR 716 as they interpret them. The Site Investigation Work Plan will be submitted to WDNR for review and approval. Foth will work with WDNR and the city of De Pere to resolve any potential differences in opinion about how the Site Investigation will proceed and respond to one set of WDNR comments, as necessary. During subsequent steps in the remediation process, Foth will negotiate on behalf of the city of De Pere to determine if a streamlined approach can be taken to achieve a faster BRRTS case closure.

Task 3 – Site Investigation

Foth has reviewed the data and investigation methods provided in the Phase I and Phase II investigation reports for the Site as well as the Walgreens De Pere Former Royal Cleaners Site located upgradient from the Site. Foth also discussed the Site Investigation approach with the WDNR project manager, Josie Schultz. Based on this review and discussion, Foth is proposing a Site Investigation designed to delineate the extent of and determine the source of PAH, metals, and VOC impacts in soil and groundwater at the

Site. Data will also be collected to establish if conditions are favorable for the natural breakdown of contaminants. The investigation will include advancement of eight soil borings, installation of three permanent monitoring wells, and collection of grab groundwater samples from three locations. Eleven soil samples will be submitted for laboratory analysis along with six groundwater samples. Soil borings will be advanced near areas where contaminants were previously detected, at the direction of WDNR, to delineate impacts and determine source areas of contaminants. The permanent monitoring wells will be installed, as directed by WDNR, to confirm previous detections of contamination in groundwater with one additional well installed upgradient to establish background conditions and any contamination that may be migrating onto the Site from other source areas.

Foth will perform field oversight and sampling with a Geoprobe® provided by a subcontractor. Investigation derived waste will be containerized in drums and disposed of off-site. Disposal and transport costs are included in this proposal.

Once laboratory results from the Site Investigation are received, a Site Investigation Report (SIR) will be developed to summarize and interpret the results of the Site Investigation. The SIR will include, as required in WAC 716.15, figures, tables, geologic cross-sections, a water table map, and a site conceptual model. The SIR will also include a discussion of groundwater, geology, degree and extent of hazardous material in soil and groundwater and any impacts on potential receptors.

III. Owner Responsibilities

The city of De Pere is responsible for the following information and activities:

- ♦ Provide a single contact source for review, comment, and decision making on all issues related to the project.
- ♦ Provide site access.
- ♦ Provide all necessary site data.

IV. Project Team

The Foth project team shall be led by Nick Atanasoff, CHMM. Heather Hallett, P.G., C.P.G. will be the lead technical contact for this project. Ms. Hallett is a certified professional geologist licensed in Wisconsin. She specializes in groundwater hydrology and has extensive experience in hydrogeologic site characterization, groundwater contaminant flow and transport, environmental permitting, and remediation. She has managed environmental investigations and remediation projects and provides a range of technical and analytical support to environmental remediation, permitting, and subsurface investigation projects. In this role, Ms. Hallett will provide data analysis, reporting, regulatory guidance, project management and coordination including project setup, client and subcontractor communications, budgetary and scope tracking, and project status

updates (internal and BRR quarterly reporting). Ms. Hallett will be supported by qualified Foth personnel on an as needed basis.

V. Schedule for Success

Foth is prepared to commence the activities outlined in this scope of work upon authorization to proceed by the city of De Pere. All reports and deliverables will be completed as mutually agreed upon by the client and Foth. Upon authorization, Foth will commence with the following activities according to this approximate timeline:

- ◆ January 31: Submit Site Investigation Work Plan to WDNR for approval. Foth will submit the Site Investigation Work Plan to WDNR by the January 31st deadline imposed by the WDNR, unless modifications to the schedule are agreed upon between the city of De Pere and Foth.
- ◆ March 31: Receive comments or approval from WDNR.
- ◆ April 17: Respond to WDNR comments on Site Investigation Work Plan, as necessary. May include a meeting with WDNR to discuss the approach to the Site Investigation.
- ◆ April 17 – May 1: Start Site Investigation field work.
- ◆ June 26: Submit Site Investigation Report to WDNR. This submission could be sooner, depending on when the field work is completed and when the laboratory results are received.

This timeline is approximate and could change based on award of the contract and WDNR turn-around time on deliverables, contractor scheduling, and weather delay. Foth will provide budgetary estimates for subsequent phases of work, as directed by the city of De Pere.

VI. Assumptions

In preparing the costs for this proposal, Foth has made certain assumptions. If, in the course of the project, these assumptions change, Foth will submit a proposal for a change order to cover the additional scope of work. Foth has made the following assumptions:

- ◆ Vapor intrusion sampling will not be necessary.
- ◆ Off-site investigation will not be necessary beyond the parking lot, with the exception of the downgradient river bank/bike path area.
- ◆ Private utility location in the parking lot area will not be necessary.
- ◆ Interim remedial measures will not be required before submitting the SIR.
- ◆ Underground fuel storage tanks no longer remain on site.

- ♦ WDNR accepts the Site Investigation Work Plan as described in this proposal with minimal revision and without adding additional sampling and investigation requirements.

VII. Reimbursement

Foth is requesting alternative compensation to complete the work described in our scope of services in this proposal on a Time and Materials basis to be invoiced monthly. A breakdown of the cost and fees are provided below:

Foth Labor and Expenses	\$25,800
Drilling Subcontractor	\$8,650
Investigation Derived Waste Disposal	\$1,850
Laboratory Costs	\$4,350
WDNR Review Fee (Work Plan and SIR)	\$1,750
Total Cost	\$42,400

VIII. Agreement to Proceed

Foth proposes to provide our scope of services subject to the terms and conditions of the agreement for services between the city of De Pere and Foth.

Appendix A

2020 Rate Schedule and Resource Charges



**Foth Environment Division
Manufacturing
2020 Labor Rate Schedule ***

Classification	Hourly Rate (USD)
Client Director/Project Director	\$260
Program Director	\$240
Client Manager/Consultant	\$200
Project Manager II	\$190
Project Manager I	\$160
Engineer/Scientist VI	\$195
Engineer/Scientist V	\$180
Engineer/Scientist IV	\$160
Engineer/Scientist III	\$140
Engineer/Scientist II	\$125
Engineer/Scientist I	\$110
Construction Representative/Crew Chief	\$102
Lead GIS/CADD Designer	\$135
GIS/CADD Designer	\$125
CADD Drafter	\$100
Technician IV	\$95
Technician III	\$85
Technician II	\$80
Technician I	\$75
Project Coordinator	\$115
Administrative Assistant II/Project Administrative Specialist	\$90
Administrative Assistant I	\$85

INVOICING PROCEDURES

- ◆ All personnel are billed portal-to-portal for required travel.
- ◆ All testimony or direct mediation work including the following: depositions; trial testimony; mediation meetings or presentations; public meetings; public hearings; standby time; pre-trial preparation; and other litigation/mediation services will be billed with a separate Litigation/Mediation Rate Schedule.
- ◆ Expedited deliverables requested by the client that require overtime work will be billed at one and one-half times the hourly billing rate for the overtime hours worked. Prior notice of this surcharge will be given.
- ◆ Foth Infrastructure & Environment, LLC reserves the right to periodically modify this schedule, as appropriate.

* Do not provide this rate schedule or copies of this rate schedule to other parties without prior approval of Foth Infrastructure & Environment, LLC.



**Foth Environment Division
Manufacturing
2020 Resource Charges ***

Item	Cost Basis	Standard Charge (USD)
Standard Office/Communication/Software⁽¹⁾		3% of labor
Travel		
Automobile Travel	Mileage	\$0.65/mi ⁽²⁾
Public Transportation		Cost + 15%
Subsistence and Lodging		Cost + 15%
Field Vehicles	Mileage	Based on market rates ⁽³⁾
Equipment		Based on market rates ⁽³⁾
Subconsultants (drilling, laboratory, etc.)		Cost + 15%
Outside Printing Costs		Cost + 15%
Specialty Mailing Services		Cost + 15%
Miscellaneous		Cost + 15%

Notes: The cost of specific technical equipment and employee travel expenses needed on projects is in addition to the above hourly rates. This list is not all inclusive but represents the most common resource charges applied to Foth projects.

- ⁽¹⁾ Standard Office/Communication/Software charges are designed to cover Foth's costs for the following: 1) telephone and long distance charges; 2) charges associated with facsimile sending and receiving; 3) standard postal and shipping charges, except express mail; 4) normal copying and other reproduction costs, except for major or outside reproduction costs; and 5) usage of software.
- ⁽²⁾ Mileage rates are subject to change based on Federal Government Standards.
- ⁽³⁾ Field Vehicles and Equipment charges are subject to change based on availability and economic conditions. Special equipment rates quoted on an individual basis, if requested.

* Do not provide this rate schedule or copies of this rate schedule to other parties without prior approval of Foth Infrastructure & Environment, LLC.

Appendix B

Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
12/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1505 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546">INSURER A: The Charter Oak Fire Insurance Company</td> <td data-bbox="1388 514 1505 546">25615</td> </tr> <tr> <td data-bbox="803 546 1388 577">INSURER B: The Travelers Indemnity Co of CT</td> <td data-bbox="1388 546 1505 577">25682</td> </tr> <tr> <td data-bbox="803 577 1388 609">INSURER C:</td> <td data-bbox="1388 577 1505 609"></td> </tr> <tr> <td data-bbox="803 609 1388 640">INSURER D:</td> <td data-bbox="1388 609 1505 640"></td> </tr> <tr> <td data-bbox="803 640 1388 672">INSURER E:</td> <td data-bbox="1388 640 1505 672"></td> </tr> <tr> <td data-bbox="803 672 1388 682">INSURER F:</td> <td data-bbox="1388 672 1505 682"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Charter Oak Fire Insurance Company	25615	INSURER B: The Travelers Indemnity Co of CT	25682	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Foth Infrastructure & Environment, LLC P.O. BOX 5095 DE PERE WI 54115-5095 USA															

COVERAGES
CERTIFICATE NUMBER: 570079483655

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			810-2L49594A-20 BUSINESS AUTO	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB-9H926140-20 WORKERS COMPENSATION	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

FOR INFORMATIONAL PURPOSES ONLY WI . USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

Page 1.12.f

DATE (mm/dd/yyyy)
02/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2371 E-MAIL ADDRESS: certificates@willis.com
INSURED Foth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W10243275 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			037205326	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 2,000 PRODUCTS - COMP/OP AGG \$ 2,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000						EACH OCCURRENCE \$ 1,000 AGGREGATE \$ 1,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			026154181	03/01/2019	03/01/2021	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of

AGENCY Willis of Illinois, Inc.		NAMED INSURED Foth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability InsuranceINSURER AFFORDING COVERAGE: AIG Specialty Insurance CompanyNAIC#: 26883POLICY NUMBER: CPL57666711 EFF DATE: 03/01/2019 EXP DATE: 03/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cont. Poll Liability	Per Claim	\$5,000,000
	Aggregate	\$5,000,000



Consulting
Engineers and
Scientists

December 27, 2019

Mr. Lawrence Delo
City Administrator
City of De Pere
335 S Broadway
De Pere, WI 54115

**Re: Proposal for Environmental Consulting Services
Environmental Monitoring and Closure Planning
South Broadway Street Parking Lot – BRRTS #02-05-584442
De Pere, Wisconsin**

Dear Mr. Delo:

GEI Consultants, Inc. (GEI) has prepared this proposal outlining a scope of services and estimated cost to provide environmental consulting support, to complete environmental monitoring and closure planning for the City of De Pere Parking Lot located between 132 South Broadway and 302 George Street, De Pere, Wisconsin.

Our proposed project approach is based on our understanding of site conditions as determined from reviewing the May 2019 Phase I Environmental Site Assessment and the June 2019 Phase II Environmental Site Assessment. Additional details regarding future land use plans were obtained from a conversation with Mr. Lawrence Delo, City Administrator and Paul Killian, GEI on December 11, 2019 and our review of the Cultural District Masterplan. The Cultural masterplan refers to the area south of George Street, between South Broadway and Front Street, as the Front Street Block.

Background

Environmental due diligence, including a Phase I Environmental Site Assessment (ESA) and subsequent Phase II environmental sampling was completed in 2019 on behalf of the Morgan Group (MP Broadway LLC). These environmental assessments were completed to facilitate acquisition by MP Broadway LLC of the properties located at 302 George Street, 114-116 South Broadway, 118 S. Broadway and 132 S. Broadway.

Significant findings of the Phase I ESA include the following:

- The area has been developed since prior to 1884. Historical land uses of the properties within the Front Street Block include: A printing operation, a bowling alley, general storage and furniture storage. Other neighboring historical uses include a hotel and De Pere Elevator.
- The 1946 Fire Insurance Map indicates a gasoline service station in the area between 132 S. Broadway and 118 S. Broadway.

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

2

December 27, 2019

- The 1884 Fire Insurance Map indicates foundations of burned buildings along the west side of South Broadway, south of Charles Street. Notably, these were the remains of structures destroyed by the historic fire which occurred on the night of April 23, 1882 devastating structures throughout the 100 and 200 block of South Broadway.
- The Soil Survey for Brown County identified the soils of the subject site area as Fill Land.

Geotechnical soil borings were completed in May 2019 at four locations within the Front Street Block. The soil borings and temporary monitoring wells were located in greenspace areas to avoid disturbing the paved parking area. The geotechnical borings were advanced to depths between 21 and 42.5 feet below ground surface (bgs) and encountered fill materials ranging in depths from 7.5 feet to over 20 feet bgs. Native clay and sand were encountered underlying the fill.

Environmental sampling was completed in June 2019 by collecting subsurface soil and groundwater samples at locations which generally coincided with the geotechnical boring locations. Soil samples representative of the fill material and underlying native soils were collected from each boring and analyzed of volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs) and Resource Conservation and Recovery Act (RCRA) metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver). Temporary groundwater monitoring wells were installed and sampled with water samples analyzed for VOCs and PAHs. Groundwater samples were not analyzed for RCRA metals. Results of chemical analyses completed on collected soil and groundwater samples indicated detectable concentrations of some VOCs, PAHs and metals.

Regulatory Framework

Groundwater quality standards are established under Chapter NR140, Wisconsin Administrative Code. Under Chapter NR140, two sets of groundwater standards are established: 1.) The Enforcement Standard (ES), and 2) The Preventive Action Limit (PAL). The ES is generally consistent with the federal drinking water standard or maximum contaminant level (MCL), and the PAL is typically established at 10% of the ES for chemicals considered to be carcinogenic or mutagenic.

Soil cleanup objectives or residual contaminant levels (RCLs) are established under Chapter NR720, Wisconsin Administrative Code. These cleanup objectives, established using exposure and toxicity assumptions recognized by the Wisconsin Department of Natural Resources (WDNR) and US Environmental Protection Agency (EPA) consist of the following:

- Non-industrial direct contact pathway – Concentration of a particular chemical which, if present in the soil, represents a potential risk to human health as a result of inhalation or ingestion under exposure conditions characteristic of a non-industrial land use.
- Industrial direct contact pathway – Concentration of a particular chemical which, if present in the soil, represents a potential risk to human health as a result of inhalation or ingestion under exposure conditions characteristic of an industrial land use.

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

3

December 27, 2019

- Groundwater pathway – Concentration of a particular chemical which, if present in the soil, represents a potential risk to groundwater quality. Groundwater quality standards used to establish the groundwater pathway RCL generally correspond to federal drinking water standards or Wisconsin Enforcement Standards for groundwater.

Interpretation of Results

Based on our understanding of the historical land use and our review of the results of soil and groundwater sampling, we offer the following conclusions which provide the basis and direction for our proposed scope of services:

- Environmental conditions characterized by soil and groundwater sampling completed as part of the June 2019 Phase II ESA, do not suggest a spill or release incident occurred. Rather, the Front Street Block is likely considered an Historic Fill Site. Any deposit of waste material meets the statutory definition of a landfill. Landfills that were established before 1970 and were never licensed by the WDNR are considered Historic Fill Sites.
- The October 2, 2019 WDNR correspondence received by the City of De Pere was prepared by the Remediation and Redevelopment Program and outlines response actions regulated under Wisconsin Administrative Code NR700. However, the WDNR Remediation and Redevelopment and Waste and Materials Management programs have jointly developed regulatory guidance for assessment, mitigation and development on historic fill sites recognizing that managing environmental risk related to these sites is different than responding to a hazardous materials spill or release event.
- In our opinion, results of groundwater sampling completed as part of the June 2019 Phase II ESA do not accurately reflect groundwater quality. Groundwater samples collected from temporary wells, while valuable in providing a general indication of groundwater quality, should not be used as a point of standards application relative to Chapter NR140 groundwater quality standards. Temporary monitoring wells typically are not installed with an appropriate filter pack and are not adequately developed. Accordingly, although some VOCs (specifically benzene) and PAHs (specifically benzo(b)fluoranthene) were reported at concentrations exceeding their respective NR140 ES, additional groundwater sampling would be necessary to conclude the extent to which groundwater quality has been impacted.
- Limited detections of benzene, toluene and xylenes were reported in the shallow fill sample collected from Boring SB-2. Boring SB-2 is located in the greenspace terrace between Front Street and the municipal parking lot. These detected VOCs are characteristic of petroleum products. At the concentrations reported, these chemicals do not represent a risk to human health but may represent a risk to groundwater quality.
- PAHs were detected in several of the shallow fill samples but were not detected in any of the soil samples collected from the native materials. PAHs occur naturally in coal, crude oil, and gasoline. They also are produced when organic matter is burned. We suspect that the subsurface fill material encountered in the soil borings may include the remains of structures destroyed during the fire of 1882.

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

Detectable concentrations of metals were reported in several of the soil samples. The following results are of particular interest:

- Elevated lead (60.13 milligrams per kilogram [mg/kg]) and cadmium (1.02 mg/kg) in the soil sample collected from the native clay at Boring SB-1. This is inconsistent with other samples of native soils.
- Elevated lead (933 mg/kg) and arsenic (9.52 mg/kg) reported in the shallow fill sample from Boring SB-2. This lead concentration is relatively high while the arsenic concentration slightly exceeds its background threshold value. Soil boring logs note the presence of black soil and slag at some locations. Slag is a by-product of the foundry industry which, along with other by-products, may have elevated metals concentrations. The subsample collected for chemical analysis may have included a fragment of slag, foundry sand, or other material not representative of the majority of the fill material.
- The reported concentration of lead at 933 mg/kg also suggests the potential that this material may be considered hazardous waste depending on the leaching potential of the lead.

Project Approach and Objectives

Our objective is to assist the City of De Pere in meeting their obligations relative to defining and controlling the risk related to the historic fill present throughout the Front Street Block consistent with future land use goals for the property. While this project is currently being managed in the Remediation and Redevelopment program of the WDNR, there may be advantages to transferring the management to the Waste and Materials Management program of WDNR. We will work with the City of De Pere and WDNR to determine the most appropriate regulatory pathway for this site, one that limits the investigation and remediation effort while protecting the interests and goals of the city.

We propose a scope of services which will address the following:

1. Determine the extent to which the historic fill is impacting groundwater quality and develop cost-effective solutions for protecting human health and the environment. The impact of the historic fill on groundwater quality will control, in part, the management and mitigation of site conditions. If there is limited impact to groundwater quality, GEI can focus on the direct contact risk represented by the fill material. If the fill material is impacting groundwater quality, identifying the migration and receptors of the contaminated groundwater will be necessary.
2. Determine whether the elevated lead and arsenic, previously reported in the fill sample from SB-2, is reproducible. We suspect the elevated metals reported in this sample are an anomaly and are not representative of the historic fill. Whether the fill material is characterized as a hazardous waste or a non-hazardous solid waste has significant impact on the approach, and cost of managing this material.

3. Generate the information, within the schedule, necessary for the City of De Pere to advance their redevelopment goals for the property. The Cultural District Masterplan indicates programmed land use for the Front Street Block includes walk-up townhouses along Front Street within the area of Boring SB-2. Depending on specific redevelopment goals, there may be an advantage to:
 - a. Pursuing a Voluntary Liability Exemption program (VPLE) for portions of the property and obtain a Certificate of Completion (COC) to assist in attracting private developers. Alternatively, if the city is going to maintain ownership of the property indefinitely, there is likely little advantage to participating in the VPLE program. We can discuss the details, advantages and potential challenges of pursuing a VPLE determination with the city as warranted.
 - b. Completing vapor monitoring to determine whether future structures should include vapor barriers and other features to limit vapor intrusion to occupied buildings. The documented presence of wood waste and other organics suggest that methane and/or VOCs could potentially be generated in the subsurface.
 - c. Exploring opportunities for state and federal brownfield grants to provide financial support for redevelopment of the Front Street Block.

Scope of Services

Our proposed scope of services includes environmental monitoring to advance the project goals outlined above. At this time, we proposed a phased approach to completing this assessment with each subsequent phase depending on results of the preceding tasks. The initial phase of the project will focus on verifying characteristics of the fill and determining whether the historic fill is impacting groundwater quality and will consist of the following tasks:

Task 1: Project Meeting with City of De Pere – We will meet with the City of De Pere to discuss our overall project approach relative to the City’s specific redevelopment goals and schedule. During this meeting we will discuss advantages and disadvantages of the VPLE program and the potential for pursuing state or federal brownfield assessment and cleanup grants.

Task 2: Site Investigation Workplan – GEI will prepare a site investigation workplan, consistent with requirements of Chapter NR716.09, Wisconsin Administrative Code. GEI recommends submitting this workplan to WDNR project managers in both the Remediation and Redevelopment Program (Ms. Josie Schultz) and the Waste and Materials Management Program (Ms. Jackie Marciulionis). In addition to location, features and site history, the workplan will outline our environmental sampling strategy along with exploration and testing procedures.

Task 3: Field Investigation - Groundwater quality will be documented by installing three groundwater monitoring wells. All monitoring wells will be constructed in accordance with

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

conditions of Chapter NR141 and consist of 2-inch diameter PVC with a factory-slotted well screen backfilled with a commercial filter pack. GEI recommends installing the monitoring wells at the following locations:

- Near previously completed soil boring SB-1. As the soil boring for this well is advanced, a representative sample of the native soil underlying the fill will be collected and submitted for analysis of RCRA metals to confirm the presence, or absence of elevated metals in the native soil deposits.
- Near previously completed soil boring SB-2. As the soil boring for this monitoring well is advanced, a shallow sample of the fill material will be collected for analysis of total lead and arsenic to verify whether previously reported concentrations are anomalous. Additionally, a sample of the fill from this location will be collected for analysis of leachable lead using Toxic Characteristic Leaching Procedure (TCLP) test. Results of the TCLP test will be used to document the fill as hazardous or non-hazardous solid waste.
- In the municipal parking lot between 132 S. Broadway and 118 S. Broadway. The purpose of this monitoring well is document groundwater quality near the presumed area of the historic service station. This monitoring well may also serve to determine groundwater flow direction and gradient.

GEI will subcontract monitoring well installation with Subsurface Exploration Services (SES). GEI will be responsible for obtaining survey coordinates and the surface elevation. SES will contact Diggers Hotline to clear public utilities.

Monitoring wells will be completed with a flush-mounted protector pipe or a steel protector pipe finished approximately two feet above grade, depending on location. All monitoring wells will be installed with the screened interval sealed in the native soils located below the fill materials. Following installation, the monitoring wells will be properly developed by alternately surging and purging the wells to remove suspended sediment and restore conditions of the aquifer adjacent to the well screens. Exploration derived materials (soil cuttings and well development water) will be contained in 55-gallon drums, sealed and stored in a designated location on-site. Following results of chemical analysis, these drums will be promptly removed by a waste management company and disposed of properly.

Task 4: Groundwater Sampling – GEI will gauge water levels in each well on a weekly basis following installation until groundwater elevations indicate conditions have stabilized. After conditions have stabilized, groundwater samples will be collected from these well using low-flow purging and sampling techniques. These low-flow sampling methods are critical in collecting representative groundwater samples, particularly for analysis of PAHs. In addition to PAH analysis, collected groundwater samples will also be analyzed for VOCs and RCRA metals. Samples collected for metals analysis will be field-filtered and preserved. All groundwater samples will be collected in laboratory-supplied bottles, stored on ice and delivered to a state-certified analytical laboratory under standard chain-of-custody control.

Task 5: Data Reduction and Evaluation – GEI will review results of the additional chemical analysis completed on samples of the native soil and fill material to determine whether additional field investigation is warranted. If elevated levels of PAHs are present in the shallow fill material and represent a direct contact risk, additional soil sampling to delineate

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

7

December 27, 2019

the direct contact risk will likely be required. Alternatively, we have worked on other riverfront redevelopment projects at which the municipality acknowledged that the historic fill represented a direct contact risk and agreed to provide an environmental cap as part of the site improvements. This approach recognizes that historic fill is typically heterogenous and additional sampling usually determines some locations represent a direct contact risk, while other locations represent little risk to human health.

GEI will characterize groundwater flow conditions and groundwater quality to determine whether the historic fill is impacting groundwater quality. If results of chemical analysis indicate compliance with groundwater quality standards, the WDNR will require a second round for confirmation. If chemical concentrations exceed groundwater quality standards, additional sampling on a quarterly basis will be required until stable or decreasing trends in groundwater quality are documented.

Results of our data reduction and analysis will be summarized in a technical memorandum submitted to the City of De Pere. The technical memorandum will outline a strategy for environmental closure and may include recommendations for subsequent project phases. The need for additional exploration and testing will depend on whether the historic fill is impacting groundwater quality, and whether there is an advantage to further characterizing conditions of the fill material. This will largely depend on redevelopment goals for the Front Street Block.

Task 6: WDNR Meeting/Conference Call – GEI will schedule and attend a meeting or conference call with WDNR project managers from both the Remediation and Redevelopment Program and the Waste and Materials Management Program to present results of the additional soil and groundwater sampling completed as part of the initial project phase. The primary purpose of this meeting will be to determine the most appropriate pathway for regulating the historic fill site and obtain consensus on any additional site characterization which may be required to facilitate regulatory closure.

Subsequent Project Tasks

Although the uncertainty of site conditions precludes the ability to accurately predict the need for additional assessment beyond the initial phase outlined above, we recognize the potential that the following project phases may be necessary:

Exploring the Extent of Direct-Contact Risk: Additional delineation of the direct-contact risk on the fill material should be limited to sampling the upper four feet of fill. If deemed necessary, we proposed completing the delineation using hydraulic push-probe sampling methods (Geoprobe). Using a Geoprobe, acetate lined sampling probes are advanced to a depth of four feet and extracted for observation and sampling. GEI anticipates that within a single day of Geoprobe sampling, an adequate number of shallow fill samples can be collected for chemical analysis. Collected samples of the fill material would be analyzed for VOCs, RCRA metals and PAHs. Results of chemical analysis can be statistically evaluated to establish the exposure point concentration which represents the direct contact risk over a larger area.

Vapor Sampling to Evaluate the Presence of Methane and VOCs: If redevelopment plans anticipate occupied buildings will be constructed over the historic fill deposits, we

Environmental Consulting Services
South Broadway Street Parking Lot
BRRTS #02-05-584442
De Pere, Wisconsin

recommend completing a soil gas survey to determine whether methane is being generated at concentrations which represent a risk to future residents, or a risk to construction workers. The soil gas survey will be completed by advancing shallow, temporary soil gas probes at five to ten locations within the footprint of the future buildings. Each probe consists of a stainless-steel screened tip installed about 2 feet below grade. The tip is attached to a flexible tube which extends above grade. A methane gas meter will be used to document the concentration of methane present at each of the vapor probe locations.

Because preliminary analytical test results indicate elevated petroleum hydrocarbons in the shallow fill material, we recommend that vapor samples from two of the soil gas probes be collected for VOC analysis. Vapor samples for VOC analysis will be collected using six-liter stainless-steel vacuum sampling devices (SUMMA® canisters) with calibrated flow controllers to maintain 100 to 200 milliliters per min (ml/min) of air flow for an approximate 30-minute sample duration.

Historic Fill Exemption: Because the site is in an area of historic fill, an exemption to solid waste regulations (Chapter NR506, Wisconsin Administrative Code) will be required prior to any construction or redevelopment. WDNR administrative codes prohibit the placement of structures or other development on buried waste without this exemption. To request this exemption, WDNR Forms 4400-226 and 226A are submitted to the WDNR along with the necessary information that documents and supports the proposed development.

Site Investigation Report, Remedial Action Plan and Soil Management Plan: After all site investigation tasks have been completed, results will be summarized and submitted to WDNR in a Site Investigation Report. The Site Investigation Report prepared by GEI will be consistent with requirements of Chapter NR716.15, Wisconsin Administrative Code. The site investigation report will include a detailed narrative description of the results of the site investigation, tables summarizing analytical test results relative to soil RCLs and groundwater quality standards and figures depicting groundwater flow direction and geologic cross-sections.

At this time, the anticipated Remedial Action Plan will consist of utilizing existing site features (paved parking lot and hardscaping) along with proposed improvements to limit the potential for direct contact with the shallow fill material. At this time, we do not anticipate active soil or groundwater remediation will be necessary to achieve environmental closure. If future redevelopment will disturb the historic fill, the Remedial Action Plan should include a Soil Management Plan. The Soil Management Plan will discuss how contaminated soil, generated during site grading and foundation construction, will be managed. The Soil Management Plan will provide details for field screening and management of excavated materials. The Site Investigation Report and Soil Management Plan will be submitted to the WDNR for approval.

Closure Submittal: Once site conditions have been defined and any necessary corrective actions be completed, a case closure request will be submitted. Pursuant to Chapter NR 726, case closure request form 4400-202 will be used to request case closure. If an environmental cap is a component of the site mitigation, Form 4400-286, Notification of Continuing Obligations and Residual Contamination, will also be completed. The closure submittal will include documentation of any remedial action implemented on the site.

Environmental Consulting Services
 South Broadway Street Parking Lot
 BRRTS #02-05-584442
 De Pere, Wisconsin

Depending on the remedy selected for contaminated soil, groundwater or other media, there may be a requirement to list the site, or portions of the property, on the GIS Registry at the time that the case is closed.

Fee and Conditions of Service

GEI proposes to complete the services outlined in this proposal on a time-and-materials basis in accordance with the labor rates provided on the attached Fee Schedule. Based on the anticipated level of effort to complete the services outlined in this proposal, we recommend establishing the following project budget for the initial project tasks:

Initial Project Tasks	Labor	Expenses	Total
Task 1: Project Meeting with City of De Pere	\$582	\$0	\$582
Task 2: Site Investigation Workplan	\$1,549	\$0	\$1,549
Task 3: Field Investigation	\$2,815	\$6,370	\$9,185
Task 4: Groundwater Sampling	\$1,192	\$941	\$2,133
Task 5: Data Reduction and Evaluation	\$2,620	\$0	\$2,620
Task 6: WDNR Meeting/Conference Call	\$1,292	\$0	\$1,292
Total Estimated Cost	\$10,050	\$7,310	\$17,360

The estimated cost for the initial project tasks, as presented in the table above, is proposed as a not-to-exceed cost for the specific scope of services. Total invoiced costs will not exceed this estimate without formal authorization from the City of De Pere. Invoices will be submitted monthly reflecting the services and corresponding cost for the preceding month. Payment is due upon receipt of the invoice.

The scope and estimated cost for subsequent project phases will depend on results of the initial assessment. The following estimates are provided for project budgeting and we suggest revising these cost estimates as site conditions become more accurately defined. A separate proposal or change order will be submitted for approval prior to proceeding with any of these subsequent project tasks.

Subsequent Project Tasks	Labor	Expenses	Total
Exploring extent of direct-contact risk	\$5,200	\$2,800	\$8,000
Vapor sampling to evaluate the presence of methane and VOCs	\$2,200	\$500	\$2,700
Historic Fill Exemption	\$1,300	\$700	\$2,000
Site Investigation Report, Remedial Action Plan and Soil Management Plan	\$7,300	\$1,800	\$9,100
Closure Submittal	\$6,300	\$1,400	\$7,700
Total Estimated Cost	\$22,300	\$7,200	\$29,500

Environmental Consulting Services
South Broadway Street Parking Lot
BRRTS #02-05-584442
De Pere, Wisconsin

10

December 27, 2019

We understand professional consulting services will be provided in accordance with the terms and conditions of the City of De Pere Agreement for Services dated 11/29/18. GEI has reviewed these terms and conditions and request consideration to modifying Section V, OWNERSHIP AND FORM OF DOCUMENTS, to include the following statement:

Consultant shall not be liable for any use, or reuse, of the work product described in this paragraph other than in connection with the Project, or any modification of such work product, without the Consultant's involvement.

We appreciate the opportunity to assist you with this project. If you have any questions or need additional assistance, please contact us at your convenience. We welcome the opportunity to discuss specific details of our project approach and how these activities can be integrated into the City's overall redevelopment plans for the Front Street Block.

Sincerely,

GEI CONSULTANTS, INC.



Paul J. Killian, P.E.
Senior Project Manager



Roger A. Miller, P.G., C.P.G.
Senior Hydrogeologist

Enclosures:

Fee Schedule
Sample Certificate of Insurance

PJK:jmp

K:\City of DePere\Proposals\2019\Proposal_City of DePere_FINAL_jmp20191227.docx

Attachment: GEI-Proposal_City of DePere_FINAL_jmp20191227 (9111 : Resolution #20-06 Authorizing Agreement for Consulting Services-

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 73
Staff Professional – Grade 2	\$ 84
Project Professional – Grade 3	\$ 99
Project Professional – Grade 4	\$ 113
Senior Professional – Grade 5	\$ 121
Senior Professional – Grade 6	\$ 145
Senior Professional – Grade 7	\$ 163
Senior Consultant – Grade 8	\$ 178
Senior Consultant – Grade 9	\$ 178
Senior Principal – Grade 10	\$ 178

Senior Drafter / GIS	\$ 110
Drafter and Designer / GIS	\$ 98
Field Professional	\$ 91
*Senior Technician	\$ 113
*Technician	\$ 97
Word Processor, Administrative Staff	\$ 84
<u>Office Aide</u>	<u>\$ 72</u>

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day and work on Saturday. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the personnel rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **1.12.g**
12/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 20 Church Street, 8th Floor Hartford, CT 06103-3187 www.marsh.com	CONTACT NAME: Craig A Parrow PHONE (A/C, No, Ext): (860) 723-5784 E-MAIL ADDRESS: craig.a.parrow@marsh.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED GEI Consultants, Inc. 3159 Voyager Drive Green Bay WI 54311	INSURER A: National Union Fire Ins Co Pittsburgh PA	
	INSURER B: Steadfast Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 19445

COVERAGES

CERTIFICATE NUMBER: 53119456

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			518-02-76	3/1/2019	3/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2961705 - AOS 2961704 - MA	3/1/2019 3/1/2019	3/1/2020 3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$5,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SXS-7447104-00	3/1/2019	3/1/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	012016047 - AOS 012016046 - CA	3/1/2019 3/1/2019	3/1/2020 3/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Contractor's Pollution Liability / Prof Liab (retro date: 01/01/74)			PEC0233595-03	3/1/2019	3/1/2020	Each Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

000000
For Proposal Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Marsh Risk and Insurance Service*
Marsh Risk and Insurance Services

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ACORD 25 (2016/03)

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Packet Pg. 106



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

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

At the Finance/Personnel Committee meeting on January 14, the Electronic Poll Books and City Hall Complex security items were voted to move to Council for approval by a unanimous vote. The request for security cameras in Nicolet Alley was referred back to staff for additional information and details to be assembled for consideration.

ATTACHMENTS:

- Reso20-07 (DOC)
- Consideration of 2020 Budget Amendment Requests (PDF)

RESOLUTION #20-07

AUTHORIZING TRANSFER FROM UNASSIGNED RESERVES
(Electronic Poll Books and City Hall Complex Security)

WHEREAS, in order to stay within the state expenditure restraint program, the Common Council approved the 2020 City Budget on November 19, 2019, without including funding for electronic poll books and city hall complex security cameras; and

WHEREAS, the public will greatly benefit from increased election efficiency gained through using electronic poll books rather than the traditional paper logs; and

WHEREAS, public safety and security will be enhanced through exterior security cameras to monitor the City Hall/Public Safety complex; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and authorizes the following transfer of funds from the unassigned reserves account as follows:

1. \$40,620 to the general fund for the purchase of 21 Electronic Poll Books (five units per polling location plus one for Central Count); and
2. \$50,000 to the capital improvements fund for exterior security cameras at the City Hall/Public Safety Complex.

BE IT FURTHER RESOLVED:

That all city officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: January 14, 2020

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: January 9th, 2020
Subject: Consideration of 2020 Budget Amendment Requests

During the course of finalizing the City's 2020 Executive Budget which was adopted by the City Council on November 19th, 2019, there were two items that could not be included in the 2020 budget due to expenditure and tax levy limit restraints. The first item is for electronic poll books for \$40,620 while the second item is for City Hall exterior security cameras for \$50,000. The items are listed in the deleted column of page 282 of the City's 2020 adopted budget. I have attached the capital projects worksheets for these for your review. The object of this memo is to get your review of perhaps amending the 2020 budget for these two items as well as for an unknown amount at this time for Nicolet Square Alley security cameras in response to the recent vandalism of artwork there in late December 2019.

As you know the City has a policy of maintaining an unassigned general fund balance of 25 – 35% of the following year's budget. Also note that a 1% change in assigned reserves amounts to \$181,595 (2020 general fund budget of \$18,159,452 X 1%) for this measurement at December 31, 2019. For the purpose of this amendment, the City's unassigned fund balance percentage is presently at approximately 33.7% at December 31, 2019 assuming there wouldn't be any fund balance increase or decrease from 2019. It is too early to tell where our unassigned fund balance will ultimately end up for 2019 but there have been approximately \$70,000 of non-TIF items approved from unassigned general fund balance during 2019. If you include the above items of \$40,620 and \$50,000, the total unassigned approval requests would total \$160,620 for our December 31, 2019 which would amount to decreasing the unassigned fund balance calculation from 33.7% to roughly 32.83% before considering the amount for Nicolet Square Alley security cameras.

Feel free to contact me should you have any questions on this and I will also be at the Finance Committee meeting on January 14th, 2020 to go through any questions regarding the Unassigned General Fund policy percentage.

**CITY OF DE PERE SEVEN YEAR CAPITAL IMPROVEMENTS PLAN
2020 - 2026**

CAPITAL PROJECTS WORKSHEET

PROPOSED BY: Carey Danen

DATE PREPARED: August 9, 2019

DESCRIPTION OF PROJECT:

Purchase 21 Electronic Poll Books (five units per polling location plus one unit for Central Count).

Cost per unit: \$1,880 x 21 = \$39,480

Cost per polling location: \$228 x 5 = \$1,140

\$40,620

NEW: X or REPLACEMENT:

PROJECTED COST: \$40,620

PROPOSED METHOD OF FINANCING:

\$

%

GENERAL FUND \$40,620

CAPITAL IMPROVEMENTS FUND

GENERAL OBLIGATION DEBT

SPECIAL ASSESSMENT

GRANTS

OTHER*

*As an alternative, electronic poll books could be purchased in phases and implemented at one polling place over each of the next two years. The annual budget cost would then be approximately \$20,310 (this figure does not take into consideration any potential price increases imposed by WEC in future years).

ADDITIONAL ANNUAL OPERATING AND MAINTENANCE COSTS (Identify)

Four years of manufacturer break/fix services are included in the price of the hardware. After four years, there will be offerings available for extended warranties. There may be additional maintenance costs associated with Badger books during their life span. The WEC provides many of the software updates for free, but bigger items such as possible onsite software upgrade services may have an additional cost.

PROJECT JUSTIFICATION

Electronic poll books will improve efficiency and reduce errors at the polls. Lines at the polls will be alleviated by speeding up the check-in process, and the ability to auto-assign voter numbers will reduce errors.

Staff in the Clerk's office spends hours assembling and preparing paper copies of the poll books prior to all elections. Electronic poll books will eliminate staff preparation time.

The implementation of electronic poll books will also nearly eliminate the amount of post-election work required by staff to tabulate votes and enter voter registrations. After the last gubernatorial election, an election inspector spent over 92 hours completing this work; this is in addition to the hours spent by City staff as well.

PROJECT RANKINGS

CITY COUNCIL

STAFF RECOMMENDATION

Goal No.

**CITY OF DE PERE SEVEN YEAR CAPITAL IMPROVEMENTS PLAN
2020 - 2026**

CAPITAL PROJECTS WORKSHEET

PROPOSED BY: Steve Massey

DATE PREPARED: 8-8-19

DESCRIPTION OF PROJECT:

Install Security Cameras on Exterior of City Hall Complex

NEW: X **or** **REPLACEMENT:**

PROJECTED COST: \$ 50,000

PROPOSED METHOD OF FINANCING:

\$

%

GENERAL FUND

CAPITAL IMPROVEMENTS FUND

GENERAL OBLIGATION DEBT

SPECIAL ASSESSMENT

GRANTS

OTHER

ADDITIONAL ANNUAL OPERATING AND MAINTENANCE COSTS (Identify)

PROJECT JUSTIFICATION

The City currently does not have exterior security cameras on any of the municipal buildings. The proposed security system would provide a live feed for all cameras accessible by police officers in the police department and while driving police department vehicles 24/7 via the laptop computers located in each vehicle. The proposed system will provide a very high quality picture that meets the standards necessary to clearly identify faces and license plate numbers within the vision cones of the cameras. The proposed layout will cover all of the proposed building pedestrian entrances, main walkways and vehicle parking lots and drive areas. To offset cost the plan is install security cameras at the City Hall Complex in 2020 and the Community Center, Fire 2 and MSC in 2021.

PROJECT RANKINGS

CITY COUNCIL

STAFF RECOMMENDATION

Goal No.

Attachment: Consideration of 2020 Budget Amendment Requests (9115 : Resolution #20-07 Authorizing Transfer From Unassigned Reserves



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

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

The Finance-Personnel Committee voted unanimously to recommend approval at its January 14, 2020 meeting.

ATTACHMENTS:

- Reso20-08 (DOCX)
- First Amendment to 2015 Agreement-Schenck-CLA (PDF)
- 2019 Audit Year Extension with CLA (PDF)
- Exhibit 1-CLA Extension (PDF)
- Exhibit 2-CLA Extension (PDF)

RESOLUTION #20-08

AUTHORIZING FIRST AMENDMENT TO FEBRUARY 5, 2015 AGREEMENT
FOR AUDITING SERVICES

WHEREAS, as of January 1, 2019, CliftonLarsenAllen LLP ("CLA"), performed the Schenck City Audit obligations of the Agreement for Auditing Services, dated February 5, 2015, which included audit services for the year ending December 31, 2018; and

WHEREAS, the City and CLA wish to extend said Agreement for an additional one (1) year period upon the terms and conditions of the attached Amendment.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the First Amendment to the February 5, 2015 Agreement for Auditing Services attached hereto and incorporated herein as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**FIRST AMENDMENT TO FEBRUARY 5, 2015 AGREEMENT
FOR AUDITING SERVICES**

THIS FIRST AMENDMENT is entered into this _____ day of _____, 2020, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and CliftonLarsenAllen LLP ("CLA"), a Wisconsin Limited Liability Partnership ("Contractor").

WHEREAS, as of January 1, 2019, CLA performed the Schenck City Audit obligations of the Agreement for Auditing Services, dated February 5, 2015, which included audit services for the year ending December 31, 2018; and

WHEREAS, the parties wish to extend said Agreement for an additional one (1) year period upon the terms and conditions of this Amendment.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. Compensation to be paid by City to CLA (Contractor) for performing audit services for the year ending December 31, 2019 shall be as set forth in Exhibit 1, attached and incorporated by reference.
2. All other terms, conditions, requirements, and obligations found in the February 5, 2015 Agreement for Audit Services are incorporated herein by reference as Exhibit 2.

CliftonLarsenAllen LLP

By: _____

Name: David Maccoux, CPA
Title: Principal

Name:
Title:

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Carey E. Danen, City Clerk

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: January 13th, 2020
Subject: Consideration of 2019 Audit Extension with CliftonLarsonAllen LLP

I have attached a quote from CliftonLarsonAllen LLP for a one year extension to perform audit services for the year ended December 31, 2019. CLA (formerly Schenck SC for audit years through 2017) just finished a five year contract for the years 2014 to 2018 in September 2019. We are asking for a one year extension because our second half of the year workload did not allow us to timely send out a Request for Proposals like we did for the 2014-2018 audits. We will be requesting audit proposals for a five year contract following the conclusion of the 2019 audit for the years 2020-2024. Our timeline for that is to send out the RFP this upcoming July or August with a recommended selection a month after that so the Finance Committee and City Council can approve the new contract in time for the 2021 budget. CLA's proposal of \$33,300 represents a \$500 increase over the 2018 audit contract and is provided for in the 2020 Adopted Budget.

Feel free to contact me should you have any questions on this and I will also be at the Finance Committee meeting on January 14th, 2020 to go through any questions regarding the Unassigned General Fund policy percentage.



CLA (CliftonLarsonAllen LLP)
 2200 Riverside Drive
 P.O. Box 23819
 Green Bay, WI 54305-3819
 920-436-7800 | fax 920-436-7808
 CLAconnect.com

January 13, 2020

Those Charged With Governance
 Joe Zegers, Finance Director
 City of De Pere
 335 South Broadway
 De Pere, Wisconsin 54305

Dear Joe,

In accordance with our discussions, set forth below are proposed fees for an extension of our auditing services contract. This extension will extend to City of De Pere and CliftonLarsonAllen LLP the same conditions and requirements included in our original proposal for audit services.

	12/31/19
Audit of all individual funds of the City	\$25,000
Compilation of financial status of each TID for annual reporting; including calculation of net reimbursed costs (\$600 per District)	6,000
Department review (if requested)	2,300

The above fees are all-inclusive in that they include all costs, including travel related expenses, our technology and client support fee, and meeting with various City committees if requested. Should unforeseen circumstances come to our attention during the course of the audit which would require supplemental procedures which are in addition to those quoted above, we will consult with you before agreeing to incur additional costs on behalf of the City.

If our proposal is accepted, CliftonLarsonAllen LLP would submit annual engagement letters to the City to detail the scope of the audit and to outline the responsibilities of each party.

We sincerely appreciate the opportunity to continue our relationship with the City of De Pere. Because of our experience and extensive background with municipal government, we believe the auditing services we deliver to our municipal clients provide benefits that exceed those provided by other CPA firms.

If you have any questions or desire any additional information, please do not hesitate to contact us.

Sincerely,

CliftonLarsonAllen LLP

David L. Maccoux, CPA
 Principal

Those Charged With Governance
Joe Zegers, Finance Director
City of De Pere
January 13, 2020
Page 2

The above proposed fees are accepted to extend the auditing services contract to the 2019 audit with the City of De Pere.

City of De Pere, Wisconsin

Signature: _____

Title: _____

Date: _____

**AGREEMENT FOR AUDITING SERVICES BETWEEN
THE CITY OF DE PERE AND SCHENCK S.C.**

THIS AGREEMENT, made and entered into on this 5th day of February, 2015, by and between the City of De Pere, a Wisconsin Municipal Corporation ("City"), and Schenck S.C., a Wisconsin Service Corporation ("Consultant");

WITNESSETH

WHEREAS, the City wishes to retain the services of a certified public accounting firm to audit the City's financial records on a yearly basis for the years ending December 31, 2014 through 2018, inclusive;

WHEREAS, the Consultant has available and offers to provide personnel necessary to accomplish the required audit services within the required time frames.

NOW THEREFORE, upon the mutual covenants and promises contained herein, City and Consultant agree as follows:

I. DESCRIPTION OF SERVICES

The services are as described in the City Request for Proposals – Auditing Services dated December 2014 (Exhibit A) and Consultants Proposal thereto dated January 6, 2015 (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. 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 CITY SERVICES

City shall provide the Consultant with information and items as described in Exhibit A.

III. 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.

IV. 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 including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

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

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

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

V. 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 risk of significant harm to the public.

VI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in the yearly completion of the services and that Consultant's work hereunder should be completed as per schedule shown in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

Auditing Services Agreement
Schenck S.C.
Page 2 of 7

VII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in the Cost Proposal dated January 6, 2015 (Exhibit C), attached hereto and incorporated herein by reference. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

VIII. 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.

IX. NON-DISCRIMINATION

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

X. 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 to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

Auditing Services Agreement
Schenck S.C.
Page 3 of 7

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 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 shall be delivered to the City prior to execution of the agreement for final approval.

XI. 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, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

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.

XII. 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.

Auditing Services Agreement
Schenck S.C.
Page 4 of 7

XIII. 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.

XIV. 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.

XV. 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.

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

XVII. 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

Auditing Services Agreement
Schenck S.C.
Page 5 of 7

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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XVIII. 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.

XIX. NOTICES

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

If to City:

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

Auditing Services Agreement
Schenck S.C.
Page 6 of 7

If to Consultant:

Schenck S.C.
Attn: Mike Konecny
2200 Riverside Drive
Green Bay, WI 54301

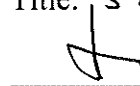
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

SCHENCK S.C.

By:


Print Name: Michael W. Konecny

Title: Shareholder


Print Name: THOMAS KORMAN

Title: SHAREHOLDER

CITY OF DE PERE

By:

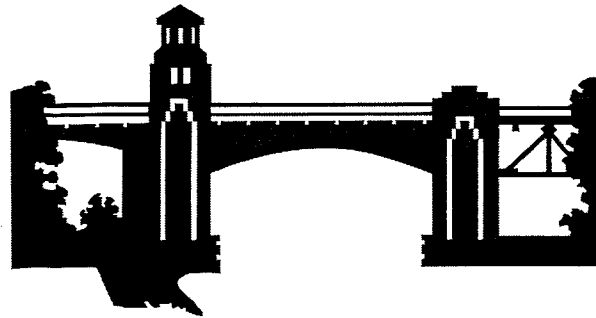

Michael J. Walsh, Mayor


Shana L. Defnet, Clerk-Treasurer

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Auditing Services Agreement
Schenck S.C.
Page 7 of 7

City of De Pere, Wisconsin



Request For Proposal Auditing Services

December 2014

TABLE OF CONTENTS

Purpose of Request.....	3
Time Schedule	3
Instructions to Auditing Firms	3
Description of Entity and Records to be Audited.....	4
Basis of Accounting.....	5
Scope of Audit.....	5
Reports to be Issued.....	6
Assistance Available to Selected Firm.....	7
Terms and Conditions	7
Technical Proposal Requirements and Proposal Format.....	9
Cost Proposal.....	12
Evaluation of Proposals.....	13
Professional Services Contract.....	13
City of De Pere Organizational Chart.....	14

A. PURPOSE OF REQUEST

The City of De Pere, Wisconsin (City) is requesting proposals for the purpose of retaining a certified public accounting firm (Firm) to audit the City's financial records. All detailed information needs are outlined in subsequent sections of this request for proposal (RFP). The term of the contract with the successful Firm shall commence no later than January 20, 2016 and shall be for the audit of the City's financial records for five successive fiscal years beginning with the year ending December 31, 2014.

Any inquiries/clarifications concerning the request for proposal should be directed in writing to the City Finance Director, Joseph G. Zegers via e-mail at jzegers@mail.de-pere.org and should be received no later than the date specified in the time schedule. No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for proposal at this time.

The City prohibits communication initiated by the respondent to any City official, representative for another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

This RFP seeks professional services, and statutory bidding laws do not apply.

B. TIME SCHEDULE

The City intends to use the following timetable for evaluation and selection of an auditing firm:

Week of December 19, 2014	Send out request for proposal (RFP).
January 6, 2015	Deadline for receipt of responses by the City. <u>No responses will be accepted after this date.</u>
January 13, 2015	Finance Committee Recommendation.
January 20, 2015	Council award of contract with Auditing Firm.

C. INSTRUCTIONS TO AUDITING FIRMS

1. All responses must be addressed to, and mailed or delivered to:

City of De Pere
Finance Department
ATTN: Joe Zegers
(920) 339-4041
335 S. Broadway
De Pere, Wisconsin 54115

2. Questions should be addressed to the Finance Department as shown above, by fax to (920) 330-9491, or via email to jzegers@mail.de-pere.org.

3. All proposals must be in writing, must be in a sealed envelope and clearly marked in the lower left corner: "Auditing Services Proposals." **All proposals must be received by 3:00 PM on January 6, 2015. Proposals received after that date and time will be rejected.** Proposals will not be opened publicly.
4. Fifteen (15) copies of each technical proposal must be provided. In addition, fifteen (15) copies of the cost proposal must be provided in a separate envelope from the technical proposal.
5. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City of De Pere to do so. The City may require the Firms selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as may result from negotiations.
6. No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the contract.
7. Amendment of proposals may be done as follows:
 - a. **By City:** Proposals may be amended by the City in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be mailed to prospective vendors **and must be signed and returned by the vendor as specified in the amendment.**
 - b. **By Firm:** Proposals may only be amended after receipt by the City by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the City.
8. Proposals may be withdrawn only in total, and only by a written request to the City prior to the time and date scheduled for opening of proposals.

D. DESCRIPTION OF ENTITY AND RECORDS TO BE AUDITED

The City of De Pere is located in Brown County, and is part of the Green Bay metropolitan area. Incorporated in 1890, the City of De Pere covers approximately 13 square miles and has a population of 24,180 (per state Department of Administration). The City operates under the Mayor-Council-Administrator form of government. The eight alderpersons represent four districts, serving two-year staggered terms, with one alderperson per district elected every year years. The Mayor is elected to serve a two-year term and serves as the City's chief executive and officer. The Administrator is appointed by the Common Council and serves as the City's chief administrative officer. De Pere provides a full range of services typical of municipal governments, including police, fire and emergency medical protection; public works activities such as highway and street maintenance, refuse and recycling collection, water, storm and wastewater utilities; health department; parks and recreation activities; community development

activities including planning and zoning enforcement, economic development, and construction inspection; and general and financial administration. As of the most recent debt issue in October, 2014, the City continues to maintain an AA+ rating from Fitch Ratings and an Aa2 rating from Moody's Investor's Service, Inc.

The City government includes 11 departments. The City employs 158 full time equivalent (excluding part-time and seasonal) employees. Primary responsibility for preparation of the Comprehensive Annual Financial Report rests with the City Finance Department. The City's fiscal year ends on December 31.

The City's 2015 adopted budget of approximately \$54 million includes approximately \$14 million for capital improvements. The remaining \$40 million funds a wide range of municipal services. A summary of the various funds used by the City is included in the prior years' Comprehensive Annual Financial Reports, management letters and 2015 Executive Budget. Visit the homepage of the City's Website, www.de-pere.org for these reports. The city's 2013 total payroll was \$10,051,604. Other payroll and retirement information is included in the City's financial statements.

The City has utilized Invision / Incode as its primary administrative software since 2005. The City currently uses the following modules: General Ledger, Time Entry, Accounts Payable, Accounts Receivable, Cash Collections, and Human Resources/Payroll. The City's water and sewer utility billings use Casselle Accounts Receivable Software.

E. BASIS OF ACCOUNTING

The City follows generally accepted accounting principles as applicable to governmental units in the preparation of its financial statements. The accrual basis of accounting is used for all governmental funds as well as for all proprietary funds.

Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

F. SCOPE OF AUDIT

The audit shall cover the entire financial operation of the City, and must be performed in accordance with generally accepted auditing standards as contained in the U.S. General Accounting Office Governmental Auditing Standards and the American Institute of Certified Public Accountants Industry Audit Guide, Audits of State and Local Government Units, and Government Accounting Standards Board.

The City will provide the audit firm with complete trial balances of all City funds. The City will also provide information for all government-wide adjustments necessary to complete the government-wide financial statements. The financial statements, including the notes to the financial statements, will be drafted by the audit firm. The City will review the completed financial statements and assume responsibility for the completion and accuracy of the information. An opinion will be expressed based on the examination of all individual funds and fund types.

The City currently has six TIF Districts. The annual audit should include a test of transactions, including a calculation of net unreimbursed costs, of each of the Districts. Any statutorily required TIF District compliance audits are not included in the proposal and will be contracted at a subsequent time when required.

G. REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. If applicable, a report on compliance and internal control over financial reporting based on an audit of the financial statements will also be issued.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts.

Reporting to the Common Council. Auditors shall assure themselves that the Common Council is informed of each of the following:

- 1) The auditor's responsibility under generally accepted auditing standard
- 2) Significant accounting policies
- 3) Management judgments and accounting estimates
- 4) Significant audit adjustments
- 5) Other information in documents containing audited financial statements
- 6) Disagreements with management
- 7) Management consultation with other accountants
- 8) Major issues discussed with management prior to retention
- 9) Difficulties encountered in performing the audit

In addition, the Firm will:

- 1) Attend Finance Committee and Common Council meetings to present the annual report to the council.

- 2) Perform a focused review of internal control or accounting procedures in certain City departments, selected annually at the discretion of the City, with a maximum of 16 hours of staff time allocated by the Firm annually. An applicable letter report to management regarding the results of such procedures is to be submitted to the City. Should the City choose not to have the Firm perform such procedures, the audit fee for the applicable year will be adjusted accordingly.
- 3) The work completion schedule includes the following deadlines for the fiscal year audited:

Preliminary fieldwork	December – January 2015
Final fieldwork	March – April 2015
Draft reports completed	Mid May
- 4) Provide the following number of copies of reports:

Opinion Letter for CAFR (if needed)	25
Annual Financial Report	25
Management Letter	25
Letter report regarding focused procedures	15

H. ASSISTANCE AVAILABLE TO SELECTED FIRM

The City has been audited by Schenck, Certified Public Accountants. Previous audit workpapers prepared by Schenck will be made available for inspection after the selection of an audit firm has been completed.

The primary contacts for the audit will be the Finance Director and City Clerk/Treasurer. Other Finance Department Staff and other City staff will be available to provide information and explanations as required. The organizational chart for the City is on the last page of this RFP.

The City will provide adequate office space, office furniture, photocopying, telephone and fax service at no cost to the auditor.

I. TERMS AND CONDITIONS

Insurance

All proposals must include either a description of the Firm's insurance or a certificate of insurance outlining the Firm's insurance policies which evidence compliance with the requirements contained herein. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such insurance shall be primary. Prior to execution of the written contract, the successful Firm shall furnish the City with a Certificate of Insurance listing the City as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement.

Failure to submit an insurance certificate, as required, can make the contract voidable at the City's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by City of De Pere.

Applicable Law

Any law suits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin, and the City and successful Firm shall submit to the jurisdiction of the Circuit Court for such lawsuits.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm without the written consent of the City.

Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The Firm agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Firm, its employees, agents or subcontractors.

Contract Period

The term of this contract shall commence no later than January 16, 2015. The contract will be for five (5) years.

Termination of Contract for Cause

If through any cause, the Firm shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Firm specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this contract shall, at the option of the City, become the property of the City of De Pere (including electronic files and data).

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Firm, and the City may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due to the City from the Firm is determined.

Auditor Access

All parties contracting with the City shall, upon request, provide access to and furnish the city auditors with requested information, records and reports regarding powers, duties, activities, organization, property, financial transactions, methods of operation, or any and all other records, reports or information in their custody. In addition, they shall provide access for the auditors to inspect all property, equipment and facilities within their custody.

Working Papers

Audit working papers must be retained for at least seven years from the final year of the audit engagement, and be made available for examination by authorized representatives of the cognizant federal or state audit agencies, General Accounting Office, the City, successor auditors (if appointed), and/or any other parties authorized by the City of De Pere.

J. TECHNICAL PROPOSAL REQUIREMENTS AND PROPOSAL FORMAT

In order for the committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals **must** be submitted according to this format. Each proposal should be bound, include a table of contents and be separated by section and tabbed with the proposal heading. **NOTE: There are to be no costs/fees included in the technical proposal.**

Your proposal should provide a straightforward, concise description of the proposed delivery of services and your ability to achieve the same in the format provided. Emphasis should be on completeness and clarity. Unnecessarily elaborate brochures, artwork or other presentations beyond that sufficient to present a complete and effective proposal **is not desired**.

Title Page

The proposal should identify the subject, the name of the Firm, address, telephone number, fax number, e-mail address, name and title of the contact person, and date of submission. The response should confirm that the proposal is effective for ninety (90) days from the date submitted.

Table of Contents

The table of contents of the proposal should include a clear and complete identification of the material submitted by section and page number.

Letter of Transmittal

The letter of transmittal should summarize the following information:

1. A brief understanding of the services to be performed.
2. A positive commitment to perform the services as specified.
3. The name(s) of the person(s) authorized to represent the Firm; their title, address, telephone number, fax number and e-mail address if different from the individual who signs the transmittal letter.

Certification of License to Practice in Wisconsin

Firm must affirm that they are licensed to practice as Certified Public Accountants in the State of Wisconsin. Firm must also affirm that they do not have a history of substandard work.

Certification of Independence

Firm must certify that the firm, partners and all staff members assigned to the engagement are free from impairments to independence with respect to the City of De Pere, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. Firm must commit to maintaining an independent attitude and appearance through the full term of the engagement.

A. Profile of the Firm

This section should include information on:

1. The type of organization and size of the Firm.
2. The location of the office from which the work is to be performed, and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.
3. The length of time the Firm has been in existence, as well as the length of time the Firm has been performing audits of local governments.

B. Firm's Qualifications

This section should include the following:

1. Resumes of all key staff members to be assigned to the engagement. The resumes should include experience and educational information relative to the work proposed. In addition, list detailed time commitments of all key staff members. The Firm shall not replace any key staff member without approval of the City, whose approval will not be reasonably withheld. The resumes may be included as an appendix.
2. Description of the Firm's recent experience with local government audits of local government clients similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.
3. Information regarding the Firm's participation in or with the Government Finance Officers Association, Governmental Accounting Standards Board, American Institute of Certified Public Accountants, Wisconsin Institute of Certified Public Accountants, government accounting forums, government cognizant agencies and other organizations.
4. A description of the Firm's quality control procedures and audit review process.
5. Any other information relevant to the Firm's qualifications for the proposed engagement. This could include library or research facilities, specialized technical expertise, EDP resources, etc.
6. The Firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years. In addition, the Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations

C. Firm's Approach to the Examination

1. An outline of the work plan for the audit, including the following:
 - a. A description of the basic audit program.
 - b. Use of statistical sampling.
 - c. Use of EDP audit or other technical specialists.
 - d. Organization of audit team and approximate percentage of time spent on audit.
 - e. Sample management letter.
 - f. Typical assistance expected from government's staff.

- g. Tentative schedule for completing audit within the time required.
2. An outline of the estimated hours for each segment of the engagement, in the following format:

	2014	2015	2016	2017	2018
	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>
Segment					
Partner					
Manager					
Supervisor					
Senior					
Staff					

K. COST PROPOSAL

The cost portion must be provided as a separate document from the technical proposal. It will be scored separately and not opened nor considered by the reviewers until the technical evaluation is completed. Do not make references to costs anywhere else in the proposal.

The cost proposal should include a "not to exceed" fee for each year, inclusive of all costs. This will be the cost to be used in determining point scores for cost evaluation purposes. Any special projects outside the scope of this request would be negotiated separately.

A schedule of rates for each staff category should be provided by year in the following format:

	2005	2006	2007	2008	2009
	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>
Category					
Partner					
Manager					
Supervisor					
Senior					
Staff					

L. EVALUATION OF PROPOSALS

The following factors will be considered in evaluating the proposals:

- | | | |
|----|--|--------------------|
| 1. | The completeness of the proposal, including scope, approach and detailed work plan. | 0-20 points |
| 2. | Firm experience in auditing local governmental units, OMB Circular A-133 audits, GASB 34, etc. Governmental references will also be considered here. | 0-30 points |
| 3. | Qualifications of staff members that would be assigned to the audit. Education, position in the firm, years and type of experience as shown on the resumes will be considered. | 0-30 points |
| 4. | Not to exceed costs. | <u>0-20 points</u> |
| | Maximum total points | 100 points |

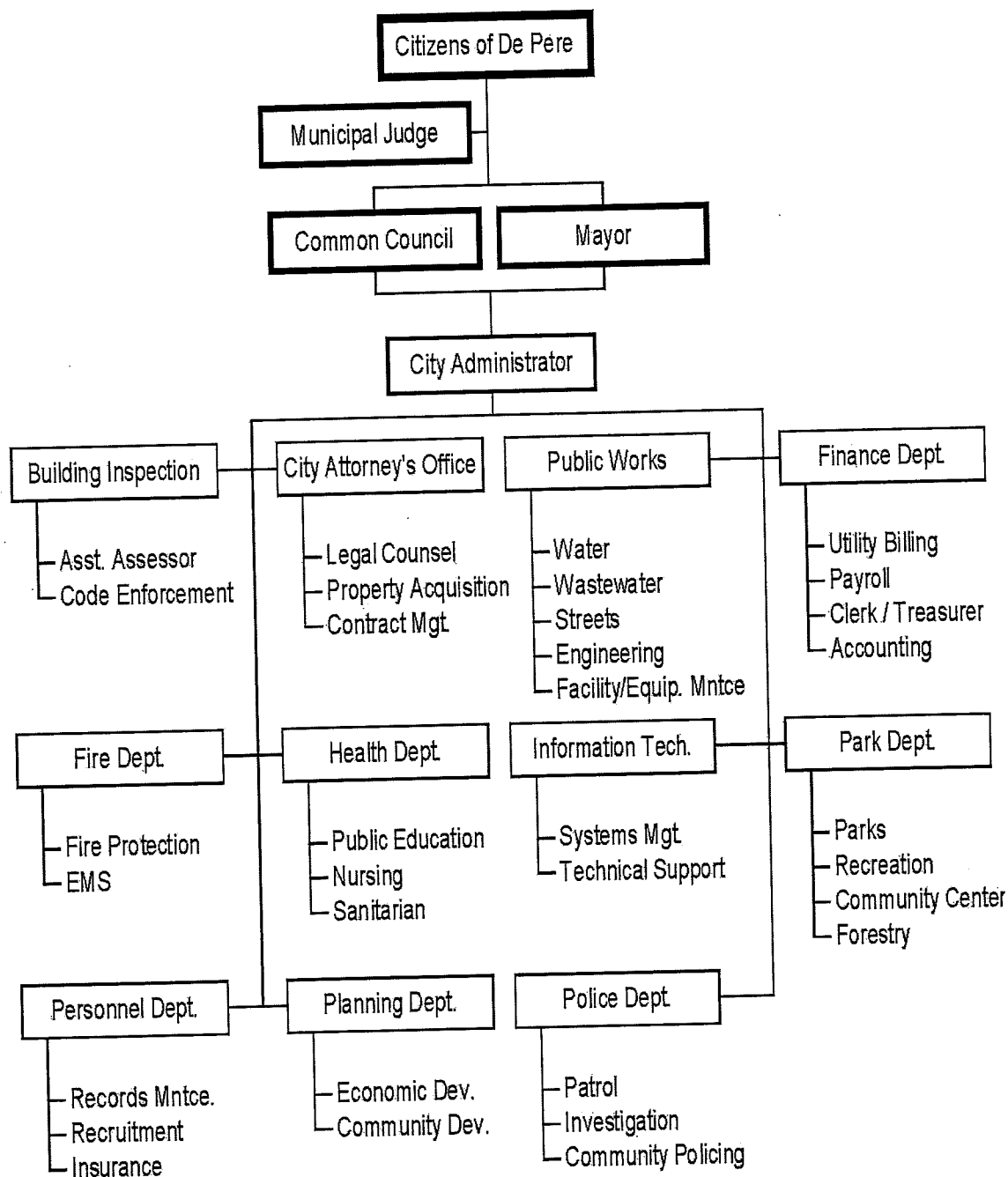
M. PROFESSIONAL SERVICES CONTRACT

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the Firm's technical and price proposals, and any other written offers/clarifications made by the Firm and accepted by the City, will be incorporated into a contract between the City and the Firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Common Council, execution of the contract by the proper City officials, and delivery of the fully-executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful Firm. The contract may be amended only by written agreement between the Firm and the City of De Pere.

City of De Pere Organization Chart



TECHNICAL REQUIREMENTS

Financial Statement Audit Services for

City of De Pere



January 6, 2015

Schenck SC

For more information,
please contact:

Mike Konecny, CPA
Shareholder
920-455-4112
920-617-2510 (fax)
mike.konecny@schencksc.com

Tom Karman, CPA
Shareholder
920-455-4111
920-617-2512 (fax)
tom.karman@schencksc.com

2200 Riverside Drive
Green Bay, WI 54301-1908
920-436-7800
schencksc.com

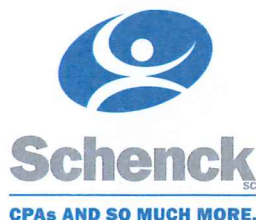


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SC
CPAs AND SO MUCH MORE.

Exhibit B

Ex Packet Pg. 139

Page 22 of 56



January 6, 2015

Joe Zegers, Finance Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

Dear Joe:

Thank you for inviting Schenck to submit this proposal to provide audit services for the City of De Pere. We are committed to providing you with high quality, timely and personalized service. In addition, our significant experience serving government organizations throughout Wisconsin allows us to perform our services efficiently and add value.

Our proposal represents a firm and irrevocable offer to perform the audit of City of De Pere for the fiscal years ending December 31, 2014, 2015, 2016, 2017 and 2018. Our proposal represents a firm and irrevocable offer for ninety (90) days. We will meet your timing requirements for your audit as described in your RFP.

Our professionals will invest the time to fully understand your city and your goals in order to improve your financial strength and efficiency. Benefits to working with Schenck include:

- Deep experience in the government sector: with more than 300 governmental clients including 35 Wisconsin cities, we understand your government's accounting and financial needs
- Experienced auditors who focus solely on serving government entities, and who can help you maintain GASB compliant data
- A constructive management letter providing insightful suggestions for improvements and efficiencies in your procedures
- An annual review of your city's procedures and controls, as part of our audit

We appreciate this opportunity, and look forward to continuing our long-term relationship with the City of De Pere. Please contact either of us if we can provide further information on our firm or our proposal.

Sincerely,

Mike Konecny, CPA
Shareholder

Tom Karman, CPA
Shareholder

2200 Riverside Drive
Green Bay, WI 54301-1908
920-436-7800



What's inside

The Schenck Way	1
RFP responses	2
Our approach to the City of De Pere audit	16
Work plan & timeline.....	17
About Schenck	18
Account team biographies.....	Appendix A
Peer review report.....	Appendix B
Client listing	Appendix C

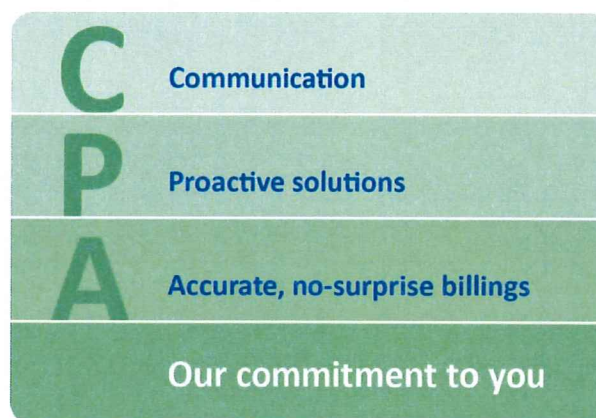
Service that exceeds your expectations

The Schenck Way

More than 80 years in business have taught us that clients want three key things from their CPA firm: regular communication, proactive ideas and solutions, and clear and accurate billing. To make sure we're meeting your expectations in each of these areas, we developed a set of client service standards that are followed by every employee in each of our offices. We call this philosophy of client service "The Schenck Way."

As our valued client, what does that mean for you?

- **Accessibility.** You'll always know how you can reach your account team—if we're not readily available for some reason, our voicemail greetings and email responses will let you know who can help in the meantime.
- **Timely service.** Expect financial statements and other reports and filings prepared in a timely manner to comfortably meet your deadlines. No last minute fire drills.
- **Face time.** Technology makes communication easier and faster than ever before. But we believe it's important to also meet with you in person on a regular basis, to discuss your goals and your direction, to provide our input as your advisor, and to get your feedback on how we're doing and how we can help.
- **Proactive advice.** We translate the insight we gain through serving you into ideas and opportunities to strengthen your organization. Because you'll work closely with the senior leaders of your service team, you can expect practical and constructive ideas throughout the year to help you achieve your goals.



- **Timely alerts and updates.** Like all government organizations, City of De Pere is affected by new accounting, reporting, and other business developments on a regular basis. We help you stay one step ahead through our Audit Central alerts, other email communications and regular educational events.
- **Clear and accurate invoices.** Our "no surprise" billing policy means just that—no charges for unexpected "out of scope" work.

As a key advisor to your government, we take these responsibilities seriously and work hard to exceed your expectations.

RFP responses

Insurance

All proposals must include either a description of the Firm's insurance or a certificate of insurance outlining the Firm's insurance policies which evidence compliance with the requirements contained herein. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City.

Schenck SC confirms that it maintains insurance coverage in excess of the minimum requirement. If requested, the firm will furnish the City with an appropriate Certificate of Insurance.

Certification of License to Practice in Wisconsin

Firm must affirm that they are licensed to practice as Certified Public Accountants in the State of Wisconsin. Firm must also affirm that they do not have a history of substandard work.

Personnel assigned to your engagement in any supervisory capacity will be licensed Certified Public Accountants of the State of Wisconsin. Schenck SC is licensed to practice in Wisconsin and Michigan.

Certification of Independence

Firm must certify that the firm, partners and all staff members assigned to the engagement are free from impairments to independence with respect to the City of De Pere, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. Firm must commit to maintaining an independent attitude and appearance through the full term of the engagement.

In accordance with government auditing standards, Schenck is independent of City of De Pere. Schenck has no existing relationships that would jeopardize our independence or our ability to meet your professional accounting services needs.

Profile of the Firm

This section includes information on:

1. The type of organization and size of the Firm.
2. The location of the office from which the work is to be performed, and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.
3. The length of time the Firm has been in existence, as well as the length of time the Firm has been performing audits of local governments.

At Schenck, we focus on providing high quality service to our clients, who rely on us as their advisor of choice for accounting, audit, tax and consulting solutions. Our understanding of the demands our clients face, combined with a sincere concern for their success and continued growth, has driven our success over the past 80-plus years. Today, more than 500 Schenck employees serve clients throughout the Midwest from eight Wisconsin office locations.

Schenck's Government industry team has been serving government clients since 1930 and presently audits hundreds of public organizations, including counties, municipalities, school districts, utilities and other governmental units. This team of six shareholders and more than 40 employees focuses almost exclusively on providing services to governmental and not-for-profit clients. Our government audit team is located in four Schenck offices. Your audit would be completed by our government team from our Green Bay office which consists of four shareholders, six managers, two supervisors, ten seniors and thirteen other professional staff.

At Schenck, our goal is to be not just your audit firm, but your financial advisor of choice to help you take advantage of new opportunities and address your challenges.

As government specialists, we not only perform the required audit procedures, but we are always on alert for situations where your operations could be more efficient or internal controls could be strengthened. Some of our clients have experienced revenue increases or cost savings in excess of their annual audit fee by implementing the recommendations in our management letter.

We bring the right resources to serve you:

- Professionals who specialize in serving government organizations, who can help you enhance your efficiency and effectiveness
- New ideas and trusted business advice from the leaders of your engagement team
- Additional specialists to help you save money and enhance profitability
- Knowledgeable staff who are current on laws, regulations and reporting requirements

Your engagement team leaders, Mike Konecny and Tom Karman, understand the environment government entities are facing today, and are committed to your success.

CPAs and so much more

Our Government industry team members stay current on the trends and changes affecting our clients by sharing expertise and attending industry-specific events and training. You can expect proactive solutions and advice that helps you save money and strengthen your organization financially.

Our expertise serving government clients also includes:

- Internal control reviews
- Information technology consulting and system implementations
- Industry benchmarking
- Human resources consulting
- Payroll preparation and filing of quarterly payroll tax returns
- Documentation of accounting policies and procedures

Plus, we provide clients with frequent training and educational opportunities, including our webinar series on topics such as the GAO's revisions to Government Auditing Standards and preventing workplace fraud.



Schenck is a member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center, which helps us achieve the highest standards in performing quality governmental audits.

Firm's Qualifications

This section should include the following:

- Resumes of all key staff members to be assigned to the engagement. The resumes should include experience and educational information relative to the work proposed. In addition, list detailed time commitments of all key staff members. The Firm shall not replace any key staff member without approval of the City, whose approval will not be reasonably withheld. The resumes may be included as an appendix.**

We've assembled a team of experienced professionals to meet the needs of City of De Pere. The following individuals, all of whom are licensed to practice as CPAs in Wisconsin, will supervise all services provided to your organization. Detailed biographies of each have been provided in Appendix A.

Team member	Title	Role	Contact information
Mike Konecny	Shareholder	Lead all audit services to City of De Pere for the 2014 audit	920-455-4112 mike.konecny@schencksc.com
Tom Karman	Shareholder	Assist in completion of the 2014 audit and lead all audit services for audits in subsequent years	920-455-4111 tom.karman@schencksc.com
Scott Sternhagen	Manager	Lead planning, fieldwork and financial statement preparation	920-455-4132 scott.sternhagen@schencksc.com
Sue Pable	Manager	Technical review and GASB statement coordinator	920-455-4305 sue.pable@schencksc.com

During the 2014 audit we will begin to transition the audit shareholder role to Tom Karman. Mike Konecny will be retiring in 2016 and will be available to assist Tom in the transition.

Continuing professional education

A few of the training seminars attended by members of our government team include:

- National Government Finance Officers Association Annual Conference
- National Governmental Accounting & Auditing Update
- WICPA/WGFOA Quarterly Conferences
- WICPA Local Government Accounting Conference
- Single Audit Requirements
- Yellow Book Government Auditing
- Various in-house seminars and meetings

Schenck or our professionals are members of the following professional organizations:

- Wisconsin Government Finance Officers Association
- National Government Finance Officers Association
- American Institute of Certified Public Accountants
- Wisconsin Institute of Certified Public Accountants
- WICPA Local Government Accounting Committee
- Ad Hoc Committee to State of Wisconsin - Single Audit Guidelines
- WICPA Department of Public Instruction Committee

A consistent engagement team

Our Schenck team will remain consistent from year to year, providing you several benefits:

- Efficient service, reducing your time investment and keeping your costs down
- A team at Schenck to reach out to with questions throughout the year
- Proactive and practical advice to strengthen your government from professionals who understand your organization

2. Description of the Firm's recent experience with local government audits of local government clients similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.

One of the best ways to learn about the quality of service we provide is to talk to some of our other clients. Listed below are a few client references. We encourage you to check with these clients to learn firsthand about the services and solutions we provide.

Name, title & contact information	Organization	Engagement partner	Scope of work	Dates served	Total hours
Karen Simons, Clerk-Treasurer 920-468-5225	Village of Bellevue	Mike Konecny	Audit	2001 to present	220
Steve Corbeille, Finance Director/Treasurer 920-686-6960	City of Manitowoc	Tom Karman	Audit	1980 to present	350
Hal Wortman, Director of Admin 920-322-3405	City of Fond du Lac	Tom Karman	Audit	2003 to present	400

A complete list of our county, city, village and town clients is included in Appendix C.

3. Information regarding the Firm's participation in or with the Government Finance Officers Association, Governmental Accounting Standards Board, American Institute of Certified Public Accountants, Wisconsin Institute of Certified Public Accountants, government accounting forums, government cognizant agencies and other organizations.

Schenck government personnel are extensively involved in the national and state Government Finance Officers Associations. Tom Karman has been an officer in the state organization and he, along with other Schenck shareholders and managers have been frequent speakers at quarterly meetings. Many of our staff routinely attend both the GFOA national conference, as well as, quarterly state meetings. Also, all of our professional staff annually complete continuing education in excess of the requirements of government auditing standards and include various seminars sponsored by the AICPA and WICPA.

4. A description of the Firm's quality control procedures and audit review process.

All Schenck attestation services, including all governmental audits, are completed under the guidelines set forth in the firm's quality control document. Adherence to the guidelines is monitored by the firm's Director of Quality Control and includes independent reviews of work papers and final reports before issuance of any financial statements. Annual internal inspections are also completed whereby additional reviews are completed of a sample of each type of attestation work.

In addition, the firm has a peer review completed every three years as required by government auditing standards. Our peer report, representing an unmodified opinion is in Appendix B.

5. Any other information relevant to the Firm's qualifications for the proposed engagement. This could include library or research facilities, specialized technical expertise, EDP resources, etc.

Schenck is able to provide other requested services to our municipal clients from our various consulting teams. Our consulting teams available for expanded municipal engagements include the following: Human Resources, Process Improvement and Risk Management. Services completed by our Risk Management consultants include an in-depth analysis of automation and computer controls. Many of our clients have made changes to their organizations because of recommendations included in special studies and consulting engagements. In their opinion, the implementation of the recommendations has resulted in more effective and efficient delivery of services.

6. The Firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years. In addition, the Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations

Federal and state agencies have routinely performed desk reviews or field reviews of our audits, and have noted no problems. Schenck has assisted the State of Wisconsin in reviewing draft copies of audit programs for the State, and presented at conferences on single audit issues. Our firm has never been subject to disciplinary action by any federal or state agency.

Firm's Approach to the Examination

An outline of the work plan for the audit, including the following:

1. A description of the basic audit program.
2. Use of statistical sampling.
3. Use of EDP audit or other technical specialists.
4. Organization of audit team and approximate percentage of time spent on audit.
5. Sample management letter.
6. Typical assistance expected from government's staff.
7. Tentative schedule for completing audit within the time required.

Scope of engagement

The purpose of our engagement will be as follows:

1. We will express an opinion on the fair presentation of the City of De Pere, Wisconsin's basic financial statements in conformity with accounting principles generally accepted in the United States of America for years ending December 31, 2014, 2015, 2016, 2017 and 2018. As part of our audit, we will also perform audit procedures and express an opinion on the City's non-major governmental, enterprise and internal service funds presented as supplemental information in the City of De Pere, Wisconsin's Annual Financial Report (full-scope audit). In addition, we will perform limited procedures on the City's required supplementary information (Management Discussion and Analysis (MD&A) and budgetary comparisons of the City's general).

Our audit quote includes helping the City to implement any new accounting standards which may arise during the term of our contract. As indicated in our qualifications section, Sue Pable, manager within the government & not-for-profit group, is available for consultation throughout the year and available to all our clients to assist them in implementing new GASB standards. Because of the size of our practice, we are able to dedicate a manager to quality control and client assistance.

2. We will also issue a management letter to the City which will include an independent auditors' report on internal control and compliance as required by government auditing standards generally accepted in the United States of America. This report will disclose any significant deficiencies or material weaknesses in the City's overall internal control structure that we observe during our audit. Since our staff work exclusively with government entities, we have developed internal control checklists which we will be reviewed with City personnel throughout the audit. We will also include financial analysis of various City funds and any other suggestions for improvements to City policies or procedures, including our responsibilities as auditors, in your management letter.

As part of our engagement, we will also be testing your compliance with the laws of the State of Wisconsin and applicable federal regulations. Because we have extensive experience auditing Wisconsin municipalities, we have developed a listing of applicable laws and regulations that we annually test the City's compliance.

3. If the City expends at least \$500,000 in federal awards in any year under contract, we will complete the City's single audit report. The purpose of a single audit is to express an opinion on the City's compliance with requirements applicable to each of the City's major federal and state programs and internal control over compliance in accordance with *U.S. Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations* and the *State Single Audit Guidelines* issued by the Wisconsin Department of Administration.

Our audit engagements will be performed in accordance with auditing standards generally accepted in the United States of America as promulgated by the American Institute of Certified Public Accountants (AICPA) and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

An engagement made in accordance with the above standards, is subject to certain limitations and the inherent risk that errors or irregularities, if they exist, will not be detected. However, if, during the course of our engagement, we become aware of such errors or irregularities, we will bring them to your attention. Should you then wish us to expand our normal auditing procedures, we will be pleased to work with you on developing a separate engagement for that purpose. No extended services will be performed unless they are authorized in an amendment to the original audit contract.

Audit philosophy

While each Wisconsin governmental entity has many similar characteristics, we believe extensive communication with our clients during the audit and throughout the year is essential to fully understand the unique characteristics and the specific circumstances of your engagement. We use this understanding to effectively plan your engagement by tailoring our audit programs to effectively and efficiently complete your audit.

Our policies toward staffing engagements require a "hands on" approach, which requires a higher percentage of shareholder and manager hours on audit fieldwork compared to most other CPA firms. Both Mike Konecny and

Tom Karman will be involved and oversee all aspects of the audit engagement, including field work. We believe this practice provides for higher quality auditing services.

Both Mike Konecny and Tom Karman are available throughout the year to meet with City personnel to address any issues or concerns. Mike Konecny and Tom Karman will also update you on the status of the engagement, areas of concern that have arisen and any other issues that have come to our attention throughout the audit. Communication with members of the engagement team and representatives of the City of De Pere is an integral part of performing an audit at the level of services you desire.

Segmentation of audit engagement

Because many issues facing the City effect both governmental and proprietary fund operations, we will staff the City's audit utilizing a one-team audit approach. In our opinion, this increases audit efficiency by allowing us to combine certain audit procedures over all City funds, reducing interruptions of your staff.

Since staff assigned to the City's engagement team work primarily on governmental audits, all supervisory staff have extensive experience with issues affecting both governmental and proprietary fund operations. By utilizing a one-team audit approach, City personnel can contact either Mike Konecny or Tom Karman with any issue throughout the year.

Level of staff and number of anticipated hours

Our audit will be conducted in three phases. Hours by staffing level for each phase is summarized in the following table:

	Estimated Annual Hours for Years 2014 to 2018			
	Preliminary	Interim	Final	Total
On-site audit fieldwork team:				
Shareholders	8	16	24	48
Manager	8	24	40	72
Senior Accountants	4	24	24	52
Staff Accountants		24	24	48
Quality control manager			4	4
Administrative			16	16
Total	20	88	132	240

Sample size and sampling techniques

Sample sizes vary by type of test and expected variations and generally range from 25 - 60 items per test, based on nationally recognized sampling guidance. We will utilize both statistical and non-statistical sampling techniques throughout the audit based on our expectation of results and the purpose of the procedure.

In many instances, we like to use judgmental sampling procedures, which allow us to use our experience in auditing governments to choose a specific type of sample that we feel best tests the specific transactions we are reviewing. We believe the audit procedures we perform give us better results in our testing of various general and departmental transactions.

Extent of use of information technology in the engagement

Schenck SC utilizes technology to improve audit efficiency, as summarized below:

- All audit files are totally paperless. Information provided by City personnel in either a Word, Excel, or PDF format is easily downloaded directly into our audit file. This makes it very efficient to e-mail requested documents to us to avoid postage and reprinting. It also allows us to easily communicate information between audit team personnel located in different offices. Finally, we are able to easily retrieve data from your audit file and answer any questions you may have even when we are not physically located in our offices.
- An integrated trial balance database, with grouping lists based on financial statement categories and funds, is used to generate financial statements and lead schedules for preparation or review purposes.
- We also use IDEA® - Data Analysis Software to enhance our auditing and analytical capabilities, detect fraud and meet documentation standards. IDEA® - Data Analysis Software allows you to quickly import, join, analyze, sample and extract data from almost any source, including reports printed to a file.
- Audit standards also require us to customize audit programs based on control and environmental risks. We utilize PPC Smart Practice Aids® to generate audit programs and have developed customized audit procedures specific to Wisconsin municipalities to incorporate into PPC Smart Practice Aids®. After completing preliminary and interim audit procedures to understand the unique characteristics of your engagement and internal controls, we will generate customized audit programs to efficiently and effectively complete your audit, concentrating audit procedures on riskier or more difficult to audit areas.

Analytical procedures

Analytical procedures are an integral part of our audit process. As required by auditing standards, we use analytical procedures in both audit planning and final financial statement review. In addition, we use analytical procedures throughout the audit as substantive tests, where appropriate, based on our risk assessment and designed audit programs. The following are typical areas where we use analytical procedures:

- Comparison of current year actual results with prior year actual and current year budget balances to identify unusual or unexpected fluctuations based on our audit expectations. Preliminary analytical procedures have an integral part of the planning and audit program generation process.
- Obtain non-financial data and compare the relationship of non-financial data with actual results. For example, we will utilize water consumption data and pumping statistics, including quantities of purchased water, to evaluate water and sewer sales. We may analyze number of building permits issued to evaluate permit revenue.

Procedures to gain understanding of the City's internal control structure

While financial system processing controls are extremely important in a computerized accounting environment, they represent only a portion of the total system of accounting controls. Our review of the City's internal accounting controls is not only designed to help plan our audit procedures, but also to identify ways for the City to improve its accounting systems.

Our approach to gaining an understanding of your internal control structure will consist of the following:

Documentation of the City's internal control structure. During our preliminary audit phase, we will obtain available documentation (policies and procedures, organizational chart, 2014 minutes, 2014 and 2015 approved budgets, financial management policies, etc.) to identify systems where we will need to understand the City's internal control policies and procedures to properly plan the audit.

Because of our extensive experience in performing governmental audits, we have developed internal control questionnaires that our staff will review with applicable staff of the City. We would communicate to you prior to our interim phase the individuals and records needed to complete our documentation of internal controls, including estimated time frames. We try to be always cognizant that your staff's daily responsibilities continue throughout our audit and therefore minimize disruptions.

We plan to select a sample of payroll and cash disbursement transactions to determine that expenditures are properly authorized, supported and classified. As part of our disbursement testing process we also incorporate testing of credit card and electronic banking transactions. We would also select a sample of accounts receivable, utility billing and cash receipt transactions to verify City procedures. Finally, we will review budget amendments and ensure approved amendments are appropriately posted to the City's general ledger. These transactions will also be used to test the City's computer system.

Finally, as noted in the detailed audit plan section of this proposal, we would include certain procedures at City department levels. While the City may have centralized certain receipt functions, we find supporting documentation for many transactions of the City originate in departments. We therefore believe it is essential to periodically test procedures in City departments for the following reasons:

- 1) Based upon our experience with city governments, we may be able to suggest improvements in the financial operations of your departments.
- 2) An annual review by outside auditors tends to decrease the potential for cash mismanagement or misappropriation in departments.

We have developed audit programs for city departments that allow us to concentrate our audit testing on issues specific to each department. This allows us to test departmental operations effectively and efficiently.

The overall objective of testing department operations will be to obtain and document an understanding of the internal control structure of the department by testing of an appropriate number of transactions through the accounting system. Any weaknesses or suggestions for improvement noted during this review will be communicated to appropriate City personnel with our recommendations for improving present procedures.

Our review of your internal control systems and procedures will allow us to evaluate the control strengths and weaknesses in each of the City's functional areas and to concentrate our tests where the controls are the weakest, thereby preventing unnecessary and excessive detail testing.

Compliance with applicable laws and regulations

Because of our experience with Wisconsin municipalities, we have identified over twenty specific Wisconsin statute and administrative code references that we test for compliance during our audit. The statutes include items such as payroll, sales tax, Wisconsin retirement, budgeting, property tax levy and collection, public contracts, related party transactions, fees and fines, and others and are tested annually.

Single Audit samples

The sample sizes we choose for testing specific audit testing and grant compliance in accordance with the requirements of the federal and state single audit are based upon our firm's "in-house" individualized sampling plan. Sample sizes are consistent with guidance provided in a nationally recognized provider of audit programs to CPA firms. The firm's sample sizes have been included in the Single Audits of our governmental clients that have been reviewed by the federal and state agencies and have been deemed to be appropriate.

Each member of the audit team uses a laptop computer with audit programs, OMB A-133 compliance supplement, the *State Single Audit Guidelines* and other information readily available to efficiently complete the engagement.

Detailed audit plan

Preliminary phase

Because of our experience and knowledge auditing Wisconsin municipalities, the transition to new auditors should not be a difficult or time consuming process. We will accomplish the transition during the pre-audit meeting and preliminary fieldwork. Our pre-audit meeting will be a get-acquainted meeting to set the audit schedule, discuss problem areas you want special attention given during the audit and answer any questions on procedures, etc. Prior to our preliminary phase, we would request copies of relevant documents, manuals, debt agreements, leases, contracts, etc. that we will need in our permanent files and also secure the necessary audit workpapers from the previous auditor.

The preliminary phase of the audit involves understanding your unique characteristics and the specific circumstances of your engagement sufficiently to plan your engagement and tailor our audit programs to effectively and efficiently complete the audit. Procedures during the preliminary phase consist of the following:

1. Interview management employees for their input as to problem areas during the year and for any areas that may pose difficulties in auditing the City. Statement of Auditing Standard No. 99 also requires us to communicate with other employees within the City throughout the audit.
2. Obtain an understanding of the City's internal and administrative control systems sufficient to plan the engagement.
3. Review the Council and Finance minutes to obtain an understanding of current issues affecting the City. We also look for indications that additional revenues will be received by the City, such as land or equipment sales or new grant programs, or areas where increased or additional fees are authorized. We then use this information as part of our audit testing in an effort to determine that the City is receiving the revenue it is entitled to.
4. Determine such items as risk factors and materiality limits. After gaining an understanding of the system and testing the same, we are in a position to determine and document the various risk factors and materiality limits, which will guide the remainder of the work.
5. Perform a risk assessment, if required, based on guidance contained in OMB Circular A-133 and the *State Single Audit Guidelines* to determine the City's major federal and state financial assistance programs. Because of our extensive knowledge and experience with many of the programs administered by the City, we are able to efficiently assess risk for each federal and state financial assistance program. Inquiries will be made with City personnel regarding any potential concerns they may have with any federal or state program as part of this assessment. The results of our assessment will be communicated to the respective City personnel.
6. Perform a preliminary analytical review of revenue and expenditure accounts using the City's approved budget and comparing significant balances to the interim financial statements for unusual differences. We would also compare current year actual totals with prior years and investigate unusual changes.

Our objective during the preliminary phase is an overview of the City's internal control policies and procedures and is generally completed in our audit to plan preliminary fieldwork. As indicated previously, we would anticipate spending a day on site during the initial year audit to review the City's organizational chart, budget documents and financial operations manuals and procedures.

We then will tailor our audit procedures to your specific needs and develop detailed time budgets and tentative staffing schedules. We will review these plans with you and agree upon specific dates when our interim and final phases of the engagement will be performed paying careful attention to your reporting deadlines.

A detailed audit plan will be developed based on the results of our preliminary audit fieldwork. This audit plan, including a list of all client prepared work papers, will be discussed with appropriate City personnel. This document has been found to assist clients in planning their schedules as we realize they must still attend to their day-to-day responsibilities during our audit. Our audit plan will be communicated prior to December 1 each year.

Interim phase

A portion of our audit will be completed at an interim period. The interim phase would normally include the performance of detailed tests and analytical procedures, as well as, devoting substantial attention on problem areas identified during our review and evaluation of internal controls and assessment of audit risks.

Most of our interim work will be performed at a time when your staff is least burdened. This allows us to balance our workload while disrupting the routine of your personnel as little as possible.

Our interim work will concentrate on performing procedures to further understand and document the City's internal control structure, including testing certain transactions at the City's departments and proprietary fund operations. Examples of audit procedures performed at City departments follows:

City Clerk

We will analytically review recorded revenues based on statistical data like number of licenses and permits issued, etc. We will also take a sample of license approvals in minutes to actual receipt, or verify the City's system for tracking payments.

Community Development

Review the department's role in managing the City's revolving loan fund program. Obtain repayment schedules and documentation supporting monitoring efforts of the department.

Fire Department

Review the department's procedures over monitoring ambulance and other billings issued by the department. As part of our review, we would evaluate the relationship with the billing company overseeing ambulance billings for the City.

Building Services/Inspection

As part of our audit, we would recalculate fees assessed based on the department's fee schedule and analytically review recorded revenues based on statistical data like number of permits issued, etc.

Parks Department

We would review procedures over fees, including an analytical review of the municipal pool operations. An analytical review of recorded revenues based on approved budget and prior year amounts would also be performed.

Police Department

We would review procedures over the accountability of parking tickets and traffic citations, including the City's procedures over collection and monitoring of outstanding parking tickets. We will also analytically review recorded revenues based on approved budget, number of citations issued, etc. for determining reasonableness.

Wastewater Utility

As part of our audit, we would select customer billings for agreement to utility approved rates. In addition, we would analyze revenues and expenses based on budget and prior year activity to determine areas where additional audit attention may be warranted. We will review the system for accumulating costs of utility construction work orders and recording completed assets.

Water Utility

As part of our audit, we would select customer billings for agreement to utility approved rates. In addition, we would analyze revenues and expenses based on budget and prior year activity to determine areas where additional audit attention may be warranted.

Other procedures generally performed at Interim

In addition to internal control testing, we also like to accomplish certain tasks which can be easily updated at final as follows:

- a) The tax roll and municipal treasurer's settlement for the current year will be reconciled to amounts recorded in the general ledger to determine that all amounts have been properly recorded.
- b) Balance sheet accounts will also be analytically reviewed to determine that recorded amounts are reasonable.
- c) Debt Service Fund Testing - All payments made on City debt will be compared to the appropriate debt repayment schedules. Amount recorded for other long-term obligations will be reviewed for reasonableness. The debt margin representing the amount of additional debt the City could incur under Wisconsin Statutes will also be calculated for inclusion in the basic financial statements.
- d) Capital Projects Testing - Significant transactions in the capital projects funds will be reviewed to determine that all recorded amounts are reasonable, properly classified, and properly capitalized if considered a capital asset. As part of this testing, we will review bidding procedures on public works projects.

Final Phase

Generally, our audits are designed to verify all material balance sheet accounts, as identified during our planning procedures. A brief description of our audit procedures for each significant audit area based on our review of your prior year financial statements follows.

A. Cash and Investments

- Confirm year end account balances and collateral held by the City's agent in the City's name.
- Obtain bank reconciliations and substantiate reconciling items.
- Test reasonableness of the City's investment earnings and proper valuation of investments based on accordance with GASB Statement No. 31.
- Analyze accrued interest receivable to supporting documentation.
- Review City investments for conformity with the City policy and Wisconsin Statutes.
- Verify cash restrictions to bond resolutions or other supporting documents.
- Review City petty cash procedures.

B. Property Taxes Receivable

- Review property tax settlements to the City's tax system and bank deposits verifying the adequate settlement payments to other municipalities and the final reimbursement received from the County.
- Review allocation of property tax levy by fund to the approved budget.
- Obtain detail of delinquent personnel property taxes and agree with the general ledger.

C. Federal and State Grant Receivables/Revenues

- Obtain year end claim forms and agree recorded revenues/expenditures or deferred revenue to the City's general ledger. Cash payments made by the State of Wisconsin will be verified to state payments registers obtained directly from the State.
- Review subsequent year receipts.

D. Other Accounts Receivable/Revenues of Governmental and Enterprise Funds

- During our testing of City policies and procedures, we will review City billings for contract services and other services provided. Based on our risk assessment, we will either rely on confirmations and/or subsequent receipts.
- Review reasonableness of the recorded allowance for uncollectible accounts.
- Revenues will be analytically compared to prior year actual and current year budget. Significant account variations will be reviewed.
- Revenues of business-type activities will be analytically reviewed to the related cost of providing the services.
- Analytical review of recorded revenues will be performed to available statistical information.
- Review the reasonableness of any deferred revenues.
- Review the City's procedures for preparing special assessment billings and monitor subsequent collections.
- Obtain detail of loan receivable transactions and test for reasonableness of recorded balances. New loans financed with intergovernmental grants will be tested in accordance with the grant requirements.

E. Interfund Balances

- Review interfund receivables and payables for agreement. Determine the reason for each receivable/payable for footnote disclosure.
- Analyze any long-term advances between City funds. Determine if repayment schedules exist and evaluate disclosure of fund balance reserves for non-current portions.

F. Inventories

- Observe physical inventories, if considered necessary based on our audit planning.
- Review pricing quantities and extensions of final inventories.

G. Prepaid Items

- Obtain year end detail and compare reasonableness to the prior year.
- Review December disbursements for unrecorded prepaid expenditures.
- Review the City's insurance coverage.

H. Capital Assets

- Obtain schedules of capital assets including additions, retirements and accumulated depreciation.
- Test additions and deletions based on testing of capital projects funds, statistical information from utilities, etc. Review project files, including developer contributions, for proper accounting and classification for the financial statements and PSC report.
- Review bidding procedures for compliance to the Wisconsin statutes.
- Analyze work order processing for capital assets.

I. Accounts Payable and Other Liabilities/Expenditures or Expenses of Governmental and Proprietary Funds

- Review accounts payable as of December 31 and determine proper cutoffs and review for unrecorded liabilities.
- Determine the appropriateness of other liability accounts including accrued payroll and related withholdings.
- Verify vested compensated absences and other postretirement benefits.
- Expenditures/expenses will be compared to prior year actual and current year budget. Significant account variations will be reviewed.

J. General Obligation Debt, Revenue Bonds and Other Long-term Liabilities

- Verify balances owed, information on new issues including verification of bond proceeds to bank deposits, and agree scheduled repayments to the general ledger.
- Test the City's compliance with debt limitations per the Wisconsin Statutes.
- Recalculate accrued interest, bond discounts, and other debt related accounts.
- Review arbitrage calculations, if applicable.
- Review the City's compliance with revenue debt covenants.
- Review the City's methodology for determined other long-term liabilities.

K. Fund Equity/Net Assets

- Verify the appropriateness of designations and reservations of fund equity.
- Analyze classification of net assets for government-wide financial statements.

L. Budget

- Review the City's procedures for adopting and amending their budget.
- Review budget amendments for proper approval.

M. Tax Incremental Districts

- Review TID debt payments for agreement with annual debt schedules.
- Review advances to (from) TIDs for reasonableness and agreement with ending balances.
- Calculate the net unreimbursed costs of each TID.

N. GASB 34 Statements

- GASB 34 entries to convert the City's current financial statements to the statement of net assets and statement of activities will be determined throughout the audit. We will accumulate the adjustments and post to an excel database.

O. Representations

- Obtain a letter from the City's legal counsel regarding any pending or potential legal issues the City may be involved in.
- Discuss with management whether, to the best of their knowledge, the City has complied with all applicable laws and regulations and there were no fraudulent activities that occurred during the year. Also, discuss whether there were any unusual transactions after the balance sheet date which should be disclosed in the basic financial statements.

Please understand that the above procedures are only a summary of our audit approach. Additional audit procedures may be considered necessary after our review of your internal control policies and procedures. Because of our experience with audits of municipalities, our audit approach should be considered as sufficient as that of any other accounting firm proposing on this audit. If you need further information, we would be happy to discuss our procedures in more detail with the City's personnel.

Providing added value

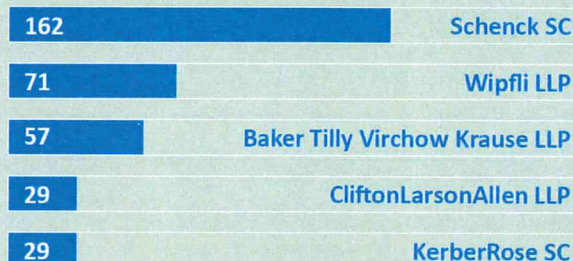
Our approach to the City of De Pere audit

We understand you want more from your audit investment than simply a report on your financial results. You want your CPA to identify new ideas and opportunities.

At Schenck, we provide you that added value. What sets our audit services apart?

- **Shareholders and managers actively involved in your engagement.** Mike Konecny and Tom Karman, who will lead our audit services to City of De Pere, will participate in audit planning and will be readily available to you throughout the audit. Mike Konecny and Tom Karman will be on-site during portions of your fieldwork. This limits return visits and follow-up questions after year-end fieldwork is completed.
- **Experienced auditors.** Our team exclusively serves local governments.
- **Regular communication.** We set expectations for the timing and deliverables of each phase of your audit up front and provide regular status updates throughout. You will always know where we are in the process, and what we need from you and when.
- **A quality audit designed around your unique risks.** Schenck serves more than 300 government clients, including 35 Wisconsin cities. Based on this experience and our planning conversations with you, we will develop a customized audit approach for City of De Pere that addresses your unique business and control risks.

Number of CPAs in Northeast Wisconsin



Source: *The Business News*, February 2014. Data reflects information for Brown, Calumet, Door, Fond du Lac, Kewaunee, Manitowoc, Marinette, Oconto, Outagamie, Shawano, Sheboygan & Winnebago counties.

- **A consistent engagement team.** With turnover rates below industry averages, we strive to maintain the same audit team on your account each year. This facilitates planning and fieldwork for a smoother audit process.
- **An efficient audit process.** Whenever possible, we collect data electronically for greater accuracy and to minimize your staff's time. Our workpapers are paperless and stored in a digital format, and we've developed proprietary templates to flow data efficiently from fieldwork through financial statement and tax return preparation. We seek out and incorporate the latest technology to enhance the efficiency, security and accuracy of our audits.

Ensuring timely service

Work plan & timeline

Based on our conversations with you, following is an outline of the timing of our work. In our initial planning meeting with you, we will discuss this timeline in greater detail and make adjustments as appropriate to meet your schedule.

By November 15
Initial planning meeting with City of De Pere to finalize schedule
December 1
Provide detailed list of items to be prepared for interim by City of De Pere
December-January
Preliminary audit work • information gathering • evaluation of internal controls • risk assessment • meeting with management to discuss results
February 15
Provide detailed list of items to be prepared by City of De Pere
April
Audit fieldwork • conduct audit procedures • closing meeting to discuss findings
Mid May
Draft of financial statements and recommendations for City of De Pere
June 1
Final financial statements and management letter
June Meetings
Audit results communicated to Finance Committee and Common Council

About Schenck



At Schenck, we focus on providing high quality service to our clients, who rely on us as their advisor of choice for accounting, tax and consulting solutions. Our understanding of the demands our clients face, combined with a sincere concern for their success and continued growth, has driven our success over the **past 80-plus years**.

Today, we meet the business and financial needs of our clients in:

- Accounting and auditing
- Business optimization
 - Operations
 - Technology
 - Human resources
- Cost segregation services
- Employee benefit plan audits
- Estate and trust planning
- Human resources consulting
- International business
- Investment management
- Medical billing
- Mergers and acquisitions
- Ownership transition planning
- Payroll services
- Retirement plan administration
- Risk services: accounts payable testing, fraud prevention, internal controls reviews
- Tax planning and compliance
- Technology solutions: software selection, business process flow, installation, implementation, training and ongoing support
- Valuations and litigation support

Resources across the world

Because of today's global approach to business, Schenck is an independent firm associated with AGN International, Ltd., one of the largest accounting and business services associations in the world. AGN affiliates are located in 92 countries and more than 100 U.S. cities. Together with these trusted firms, we're able to provide you professional services worldwide.

Providing added value and keeping you informed

The world of business is constantly changing. To keep you updated on important business issues that may impact you, Schenck regularly publishes newsletters and other email alerts to help you find savings, stay in compliance,

or take advantage of new opportunities.

You're also invited to join us for our business improvement workshops and webinars, held regularly on topics that impact you—like health care reform, payroll updates and changes to government auditing standards.



Our commitment to our culture and our employees

At Schenck, we take pride in our work and strive to create a healthy culture throughout our firm. Our employees have the opportunity to be challenged, to develop their strengths, and to make an impact both at work and in our communities.

As a result, Vault, a publisher of career guides and employer rankings, has named Schenck **one of the top 25 CPA firms in the nation to work for**. Rankings are based on confidential surveys of employees and focus on firm culture, work/life balance, compensation, business outlook, firm prestige and overall job satisfaction.

In addition, Schenck is proud to have been ranked by our employees as a Top Milwaukee Workplace in the Milwaukee Business Journal's annual survey.

Appendix A**Account team biographies**

Shareholder

Mike Konecny, CPA



Areas of specialization

Government accounting, auditing and consulting

Not-for-profit auditing and consulting

Tax incremental district consulting

Government and not-for-profit industry team leader

mike.konecny@schencksc.com
800-676-0829

Experience

Mike is currently the managing shareholder of services provided to Schenck's government and not-for-profit clients, presently totaling over 300. He supervises staff personnel who work exclusively in this area and is responsible for quality control on all government and not-for-profit engagements completed by Schenck. With over 30 years of experience, he has managed auditing and consulting engagements on numerous government clients, including county, city, village, school districts, and special districts. Mike also has extensive experience with many not-for-profit clients, ranging from small community organizations to regional and statewide organizations.

Specific consulting engagements include:

- **Door, Washington, Marinette, Calumet Counties.**

Mike reviewed in detail the administrative and financial recordkeeping functions of specific county department offices and presented many recommendations to increase office efficiency and internal controls. The departments reviewed include: Clerk of Courts, Human Services, Nursing Homes, Highway, and Solid Waste.

- **Wisconsin Supreme Court—Circuit Court Automation Project.** Mike served as the primary financial consultant in the design phase of the development of financial applications and provided additional assistance in other phases of project.
- **Utility Rate Studies and Analyses.** Mike has completed numerous water and sewer rate studies and analyses for Wisconsin municipal utilities, including testifying in contested rate cases before the Public Service Commission of Wisconsin.

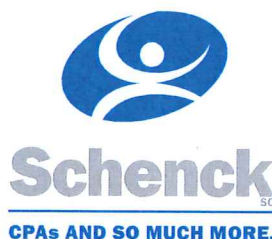
Prior to joining Schenck, Mike was a partner in the firms of Konecny & Sabel and Jonet & Fountain. He is a previous Staff Auditor with the Bureau of Municipal Audit - Wisconsin Department of Revenue.

Education

University of Wisconsin—Madison, BBA, Accounting

Professional memberships

Wisconsin Institute of Certified Public Accountants
American Institute of Certified Public Accountants
Government Finance Officers Association



schencksc.com

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Shareholder

Tom Karman, CPA



Areas of specialization

Local governments

Municipal utilities

Tax increment districts

Not-for-profit organizations

tom.karman@schencksc.com

800-676-0829

Experience

Tom has over 30 years of experience working exclusively in the areas of accounting and auditing for governments and not-for-profit organizations. In addition to providing auditing and financial reporting services, Tom keeps clients up to date on new accounting standards, and assists clients with the implementation of new standards when necessary.

Tom's approach to client service often has him on-site at client locations working directly with the audit team and the client's staff. This allows his clients the opportunity to directly discuss any accounting, auditing or operational issues which may arise.

Accomplishments

- Assisted local governments in preparing financial reports which met the criteria of the Government Finance Officers Association Certificate of Achievement program
- Assisted municipal water and electric utilities in the development of rate studies and their subsequent filing with the Wisconsin Public Service Commission

Education

University of Wisconsin–Whitewater, BBA, Accounting

Professional memberships

Wisconsin Government Finance Officers Association,
Associate Member

Wisconsin Institute of Certified Public Accountants

American Institute of Certified Public Accountants



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Manager**Scott Sternhagen, CPA****Areas of specialization**

Government accounting

Government auditing

scott.sternhagen@schencksc.com
800-676-0829

Experience

Scott joined Schenck in 2006 and is responsible for performing the field work of audits for Wisconsin municipalities and school districts. He has experience preparing the financial statements, Public Service Commission Reports, State Financial Report Forms, and the Schedule of Federal and State Awards for municipalities and school districts. Clients he has worked with include:

Counties:

Brown
Florence
Forest
Langlade
Marinette
Menominee

Cities, villages and towns:

City of Algoma
City of Brillion
City of De Pere
City of Green Bay
City of Niagara
Village of Bellevue
Village of Denmark
Village of Saukville
Village of Suamico

School districts:

Fox Valley Technical College
Moraine Park Technical College
Goodman-Armstrong Creek School District
School District of Florence
School District of Niagara

Utilities:

Green Bay Utilities
Algoma Utilities
Fish Creek Sanitary District

Education

Northern Michigan University, BA, Accounting
and Computer Information Systems
Certified Public Accountant, Wisconsin and Michigan

Professional memberships

Wisconsin Institute of Certified Public Accountants
Government Finance Officers Association
Wisconsin Government Finance Officers Association



CPAs AND SO MUCH MORE.

schencksc.com

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Manager**Susan Pable, CPA****Areas of specialization**

Government accounting
Quality control

susan.pable@schencksc.com
800-676-0829

Experience

Sue is responsible for the technical review of audited financial statements of the firm's governmental clients and the implementation of new accounting pronouncements. She has assisted clients with the implementation of new capital asset reporting systems, internal control evaluations, and new financial reporting requirements.

Sue has over twenty years experience in governmental accounting and auditing, and has held the positions of Internal Auditor, Assistant Finance Director and Acting Finance Director with various Wisconsin governmental organizations.

Education

University of Wisconsin–Oshkosh, BBA, Accounting

Professional memberships

Wisconsin Institute of Certified Public Accountants

Community involvement

Girl Scouts of America, Council Delegate,
School Coordinator and former troop leader
Ours Through Adoption of Northeast Wisconsin,
member and past Treasurer
Friends of the Brown County Library, Treasurer



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Appendix B**Peer review report**



Rehmann Robson

570 Seminole Rd., Suite 200

Muskegon, MI 49444

Ph: 231.739.9441

Fx: 231.733.0031

www.rehmann.com

SYSTEM REVIEW REPORT

September 6, 2013

Shareholders

Schenck SC

and the

National Peer Review Committee of the American Institute of CPAs Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of **Schenck SC** (the "Firm") applicable to non-SEC issuers in effect for the year ended April 30, 2013. Our peer review was conducted in accordance with the *Standards for Performing and Reporting on Peer Reviews* ("Standards") established by the Peer Review Board of the American Institute of Certified Public Accounts. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the Standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and examinations of service organizations (Service Organizations Control (SOC) 1 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of **Schenck SC** applicable to non-SEC issuers in effect for the year ended April 30, 2013, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Schenck SC** has received a peer review rating of *pass*.

Rehmann Robson LLC

Appendix C

Client listing

Schenck Government Clients
(Excluding Sanitary Districts and School Districts)

Counties			Cities		
Adams	Kewaunee	Ozaukee	Algoma	Kiel	Oshkosh
Brown	Langlade	Portage	Antigo	Lake Geneva	Peshtigo
Calumet	Lincoln	Shawano	Brillion	Manitowoc	Plymouth
Clark	Manitowoc	Sheboygan	Chilton	Marinette	Ripon
Door	Marinette	Taylor	Clintonville	Marshfield	Sheboygan
Florence	Menominee	Vilas	Crandon	Medford	Sturgeon Bay
Fond du Lac	Monroe	Washington	De Pere	Menasha	Thorp
Forest	Oconto	Waupaca	Elkhorn	Merrill	Tomahawk
Green Lake	Oneida	Wausara	Fond du Lac	Monona	Two Rivers
Kenosha	Outagamie	Winnebago	Green Bay	Nekoosa	Wausau
			Iron Mountain	Niagara	West Allis
			Kaukauna	Oconomowoc	Wisconsin Rapids
Villages			Towns		
Brown County	Kenosha County	Portage County	Adams County	Kewaunee County	Outagamie County
Allouez	Twin Lakes	Almond	Rome	Carlton	Buchanan
Ashwaubenon		Amherst			Dale
Bellevue	Kewaunee County	Junction City	Brown County	Lincoln County	Grand Chute
Denmark	Casco	Plover	Holland	King	Greenville
Hobart	Luxemburg		Lawrence		Oneida
Pulaski		Racine County	Ledgeview	Manitowoc County	Seymour
Suamico	Langlade County	Mount Pleasant	New Denmark	Cooperstown	
Wrightstown	White Lake		Pittsfield	Gibson	Portage County
		Shawano County	Scott	Mishicot	Grant
Calumet County	Manitowoc County	Birnamwood	Wrightstown	Rockland	Plover
Harrison	Kellnersville	Bonduel		Two Creeks	
Hilbert	Maribel		Calumet County	Two Rivers	Shawano County
Stockbridge	Mishicot	Sheboygan County	Harrison		Wescott
Sherwood	St. Nazianz	Adell		Marathon County	
		Howards Grove	Door County	McMillan	Sheboygan County
Clark County	Marathon County	Oostburg	Baileys Harbor	Rib Mountain	Sheboygan
Curtiss	Kronenwetter		Egg Harbor		Wilson
Granton	Marathon City	Taylor County	Gibraltar	Marinette County	
		Stetsonville	Liberty Grove	Stephenson	Vilas County
Columbia County	Marinette County		Sevastopol		Plum Lake
Arlington	Coleman	Waukesha County		Menominee County	Boulder Junction
		Sussex	Florence County	Menominee	
Dane County	Oconto County	Wausara County	Aurora	Oconto County	Waupaca County
Waunakee	Suring	Plainfield	Fence	Doty	Farmington
	Outagamie County	Wild Rose	Forest County	Little Suamico	Winnebago County
Door County	Black Creek		Blackwell	Mountain	Clayton
Egg Harbor	Nichols	Winnebago County	Lincoln	Morgan	Neenah
Ephraim		Winneconne	Hiles		
Sister Bay	Ozaukee County	Wood County	Kenosha County		Wood County
	Saukville	Biron	Salem		Grand Rapids
Green County		Port Edwards			
New Glarus					

COST PROPOSAL

Financial Statement Audit Services for

City of De Pere



January 6, 2015

Schenck SC

For more information,
please contact:

Mike Konecny, CPA
Shareholder
920-455-4112
mike.konecny@schencksc.com

Tom Karman, CPA
Shareholder
920-455-4111
tom.karman@schencksc.com

2200 Riverside Drive
Green Bay, WI 54301-1908
920-436-7800

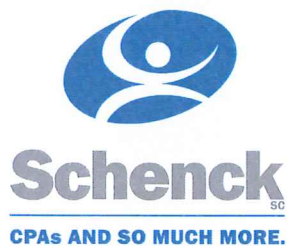


Exhibit C

Ex Packet Pg. 170

Page 53 of 56

Proposed fees

Name of firm

Schenck SC

Total all-inclusive maximum price for the engagement

As detailed on the following pages, our all-inclusive maximum price for your engagement for the years ending December 31 will be as follows:

Services	2014	2015	2016	2017	2018
Audit of Basic Financial Statements; including assistance with preparation of government-wide GASB 34 conversion	\$22,500	\$23,000	\$23,500	\$24,000	\$24,500
Compilation of financial status of each TID for annual report; including calculation of net reimbursed costs (\$600 per District)	3,600	3,600	3,600	3,600	3,600
Departmental review (if requested)	2,000	2,000	2,200	2,200	2,300

Timely and quality service

Our proposed fees include routine correspondence and discussions between City of De Pere and Schenck. We strongly encourage effective communication between us and therefore will not bill you for routine conversations concerning financial and related matters.

Our fees are dependent on the following:

- Your office personnel will assist us by providing appropriate documents and records necessary to complete our services.
- Your operations do not change significantly.
- There are no significant changes in auditing, accounting or reporting requirements.

If changes occur to any of the above, we would discuss a revised fee proposal with you prior to commencing any work.

Upon your acceptance of our proposal, we will prepare a formal engagement letter as required by professional standards.

Hourly rates

Our standard hourly rates for each year are listed below:

Hourly Rates for Additional Services	2014	2015	2016	2017	2018
Partner	\$200	\$224	\$228	\$233	\$238
Manager	\$160	\$163	\$166	\$169	\$172
Supervisor	\$130	\$133	\$136	\$139	\$142
Senior	\$110	\$112	\$114	\$116	\$118
Staff	\$100	\$102	\$104	\$106	\$108

Because of our long-term relationship with the City we have discounted our rates by approximately 20% to arrive at our quoted fees.

Out-of-pocket expenses

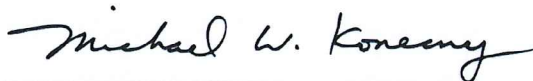
Out-of-pocket costs have been included in the fees listed above.

Manner of payment

Interim billings will be made based on the hours of work completed and the total not-to-exceed fee. Interim billings will cover at least one calendar month. Financial payment will be due upon delivery of Kenosha Joint Services' final review reports.

Authorized signature

Mike Konecny, CPA, is entitled to submit this proposal on behalf of Schenck, and sign a contract with City of De Pere. Our firm, if selected, agrees to perform the services as identified in your Request for Proposal, and to sign a contract stating the same.



Mike Konecny, CPA
Shareholder

1/6/15

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC. FV 201 East Bell Street Neenah WI 54957		CONTACT NAME: PHONE (A/C, No, Ext): 920-722-7531 FAX (A/C, No): 920-722-9011 E-MAIL: info@ansay.com ADDRESS: info@ansay.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Cincinnati Insurance Company	10677
INSURED Schenck SC PO Box 1739 Appleton WI 54912-1739		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1544045823

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC			EPP 0228804	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			EPP 0228804	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			EPP 0228804	1/1/2015	1/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 1926309	1/1/2015	1/1/2016	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Property			EPP 0228804	1/1/2015	1/1/2016	Property Per Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of De Pere is named as Additional Insured on the General Liability form #GA472 (10/01) with respects to work performed by the insured.

CERTIFICATE HOLDER

CANCELLATION

City of De Pere 335 South Broadway De Pere WI 54115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: Public Works

FROM: Scott Thoresen

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

The accompanying resolution will be distributed at the meeting.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Operator License Applications.

ATTACHMENTS:

- Operator List 1-21-2020 (PDF)

CITY OF DE PERE
License Committee - January 21, 2020

New Operator License Applications	
1	BELLOW, LEE ANN
2	BUTRY, EMMA
3	HUSSEIN, ASAD
4	LAAKSO, MARIA



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020
DEPARTMENT: City Clerk
FROM: Carey Danen
SUBJECT: Voucher approval.

ATTACHMENTS:

- 1-21-2020 VOUCHERS (PDF)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP							
	I-15449	A1 ELEVATOR CORP	R	1/21/2020		135.00CR	091035	
	I-15450	A1 ELEVATOR CORP	R	1/21/2020		171.00CR	091035	306.00
7944	A2CL SERVICES LLC							
	I-324L578571	A2CL SERVICES LLC	R	1/21/2020		26.80CR	091036	
	I-324L810587	A2CL SERVICES LLC	R	1/21/2020		26.80CR	091036	53.60
6426	ACL							
	I-A6616-201912-0	ACL	R	1/21/2020		56.84CR	091037	56.84
8029	ADF SOLUTIONS INC							
	I-4161	ADF SOLUTIONS INC	R	1/21/2020		2,973.00CR	091038	2,973.00
6802	ADVANCED DISPOSAL							
	I-B80000691820	ADVANCED DISPOSAL	R	1/21/2020		933.57CR	091039	933.57
5932	AECOM TECHNICAL SERVICES INC							
	I-2000302076	AECOM TECHNICAL SERVICES INC	R	1/21/2020		3,128.75CR	091040	3,128.75
0302	AIRGAS USA LLC							
	I-9967103485	AIRGAS USA LLC	R	1/21/2020		573.12CR	091041	
	I-9967103486	AIRGAS USA LLC	R	1/21/2020		194.19CR	091041	
	I-9967103487	AIRGAS USA LLC	R	1/21/2020		240.77CR	091041	
	I-9967797612	AIRGAS USA LLC	R	1/21/2020		167.50CR	091041	1,175.58
0007	AMBROSIUS SALES & SERVICE							
	I-21156	AMBROSIUS SALES & SERVICE	R	1/21/2020		148.43CR	091042	148.43
0653	ANIMAL HOSPITAL OF DE PERE							
	I-229902	ANIMAL HOSPITAL OF DE PERE	R	1/21/2020		50.00CR	091043	50.00
0014	ASCAP							
	I-202001150136	ASCAP	R	1/21/2020		363.00CR	091044	363.00
1260	BADGER CONCRETE LIFTING							
	I-19-19 (1) FINAL	BADGER CONCRETE LIFTING	R	1/21/2020		8,902.40CR	091045	8,902.40
0442	BADGER LABORATORIES INC							
	I-19-49033375	BADGER LABORATORIES INC	R	1/21/2020		120.00CR	091046	120.00
0020	BADGERLAND PRINTING INC							
	I-34480	BADGERLAND PRINTING INC	R	1/21/2020		48.80CR	091047	
	I-34524	BADGERLAND PRINTING INC	R	1/21/2020		381.00CR	091047	429.80

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0027	BAY TOWEL INC							
	I-2990503	BAY TOWEL INC	R	1/21/2020		112.04CR	091048	
	I-2993194	BAY TOWEL INC	R	1/21/2020		176.85CR	091048	
	I-2993209	BAY TOWEL INC	R	1/21/2020		91.05CR	091048	
	I-2994996	BAY TOWEL INC	R	1/21/2020		112.04CR	091048	
	I-3002162	BAY TOWEL INC	R	1/21/2020		179.50CR	091048	
	I-3002174	BAY TOWEL INC	R	1/21/2020		92.42CR	091048	763.90
0028	BAY VERTE MACHINERY INC							
	I-386262-00	BAY VERTE MACHINERY INC	R	1/21/2020		319.98CR	091049	319.98
1532	BOBCAT PLUS INC							
	I-EG06477	BOBCAT PLUS INC	R	1/21/2020		71,868.00CR	091050	
	I-EG06514	BOBCAT PLUS INC	R	1/21/2020		4,627.00CR	091050	
	I-RG16999	BOBCAT PLUS INC	R	1/21/2020		3,504.06CR	091050	79,999.06
6849	ERIN BONGERS							
	I-202001150143	ERIN BONGERS	R	1/21/2020		39.44CR	091051	39.44
0038	BROADWAY AUTOMOTIVE INC							
	I-479573P	BROADWAY AUTOMOTIVE INC	R	1/21/2020		105.36CR	091052	
	I-623441	BROADWAY AUTOMOTIVE INC	R	1/21/2020		890.63CR	091052	
	I-628640	BROADWAY AUTOMOTIVE INC	R	1/21/2020		516.91CR	091052	
	I-973044P	BROADWAY AUTOMOTIVE INC	R	1/21/2020		366.00CR	091052	1,878.90
2944	BROWN COUNTY JAIL							
	I-202001160161	BROWN COUNTY JAIL	R	1/21/2020		120.00CR	091053	120.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-42498	BROWN COUNTY PORT SOLID WASTE	R	1/21/2020		24,982.19CR	091054	24,982.19
0536	CDW GOVERNMENT INC							
	C-WFN2167	CDW GOVERNMENT INC	R	1/21/2020		186.42	091055	
	I-WCD6061	CDW GOVERNMENT INC	R	1/21/2020		76.00CR	091055	
	I-WDN4009	CDW GOVERNMENT INC	R	1/21/2020		186.76CR	091055	
	I-WDQ6472	CDW GOVERNMENT INC	R	1/21/2020		32.48CR	091055	
	I-WFP3902	CDW GOVERNMENT INC	R	1/21/2020		2,817.94CR	091055	
	I-WFW0020	CDW GOVERNMENT INC	R	1/21/2020		22.05CR	091055	
	I-WGG2321	CDW GOVERNMENT INC	R	1/21/2020		75.89CR	091055	
	I-WGN0965	CDW GOVERNMENT INC	R	1/21/2020		68.28CR	091055	
	I-WHN4686	CDW GOVERNMENT INC	R	1/21/2020		14.00CR	091055	
	I-WHW0286	CDW GOVERNMENT INC	R	1/21/2020		2,176.02CR	091055	5,283.00

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6575	CEDAR CORP I-102078	CEDAR CORP	R	1/21/2020		140.00CR	091056	140.00
2708	CLEANING SOLUTION SERVICES INC I-20197 I-20200	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R R	1/21/2020 1/21/2020		1,657.49CR 1,349.21CR	091057 091057	 3,006.70
7997	COMPLETE OFFICE I-AR13009 I-AR13010 I-AR13011 I-AR13012	COMPLETE OFFICE COMPLETE OFFICE COMPLETE OFFICE COMPLETE OFFICE	R R R R	1/21/2020 1/21/2020 1/21/2020 1/21/2020		41.35CR 49.53CR 31.64CR 27.99CR	091058 091058 091058 091058	 150.51
7782	CONWAY SHIELD I-451007-IN I-451048-IN	CONWAY SHIELD CONWAY SHIELD	R R	1/21/2020 1/21/2020		1,329.79CR 213.50CR	091059 091059	 1,543.29
7639	CORE & MAIN LP I-L654234 I-L703142 I-L703550 I-L721279 I-L731140 I-L757244	CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP	R R R R R R	1/21/2020 1/21/2020 1/21/2020 1/21/2020 1/21/2020 1/21/2020		105.00CR 365.00CR 3,100.00CR 400.00CR 4,002.80CR 927.20CR	091060 091060 091060 091060 091060 091060	 8,900.00
8026	COTTINGHAM & BUTLER I-164124	COTTINGHAM & BUTLER	R	1/21/2020		150.00CR	091061	150.00
8024	CREWSENSE LLC I-15186	CREWSENSE LLC	R	1/21/2020		2,984.40CR	091062	2,984.40
8027	CURB N DECOR LLC I-20-840	CURB N DECOR LLC	R	1/21/2020		250.00CR	091063	250.00
7288	JESSICA DART I-202001150144	JESSICA DART	R	1/21/2020		174.02CR	091064	174.02
0078	DORNER INC I-19-11 (3)	DORNER INC	R	1/21/2020		185,637.26CR	091065	185,637.26
1134	ECWAEI I-202001150137	ECWAEI	R	1/21/2020		190.00CR	091066	190.00

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 4

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3213	EILLIEN'S I-SI297632	EILLIEN'S	R	1/21/2020		375.24CR	091067	375.24
0086	ERC INC I-ERC-1219-4282	ERC INC	R	1/21/2020		429.00CR	091068	429.00
3452	ESRI INC I-93759351	ESRI INC	R	1/21/2020		25,000.00CR	091069	25,000.00
7422	EXCEL UNDERGROUND LLC I-7563	EXCEL UNDERGROUND LLC	R	1/21/2020		3,444.52CR	091070	3,444.52
0331	FERGUSON WATERWORKS #1476 INC I-292941	FERGUSON WATERWORKS #1476 INC	R	1/21/2020		640.00CR	091071	640.00
2627	FESTIVAL FOODS INC I-19972-123	FESTIVAL FOODS INC	R	1/21/2020		12.21CR	091072	12.21
0200	FIRST SUPPLY LLC I-11966049-00 I-11978383-00 I-11982476-00 I-11986572-00 I-11990448-00	FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC	R R R R R	1/21/2020 1/21/2020 1/21/2020 1/21/2020 1/21/2020		39.56CR 462.00CR 3.14CR 18.64CR 33.60CR	091073 091073 091073 091073 091073	 556.94
1068	FOX VALLEY TRUCK & BODY INC I-52945	FOX VALLEY TRUCK & BODY INC	R	1/21/2020		11,400.42CR	091074	11,400.42
0562	GALLS LLC I-14520601	GALLS LLC	R	1/21/2020		162.49CR	091075	162.49
0111	GAT SUPPLY INC I-356735-1 I-356735-2	GAT SUPPLY INC GAT SUPPLY INC	R R	1/21/2020 1/21/2020		383.95CR 556.50CR	091076 091076	 940.45
6472	BENJAMIN GIESE I-202001150145	BENJAMIN GIESE	R	1/21/2020		38.96CR	091077	38.96
7553	GLENN'S 24 HR TOWING INC I-87875	GLENN'S 24 HR TOWING INC	R	1/21/2020		250.00CR	091078	250.00
6923	GORDON FLESCH COMPANY INC. I-IN12821409	GORDON FLESCH COMPANY INC.	R	1/21/2020		157.00CR	091079	157.00

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 5

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7764	GREAT AMERICA FINANCIAL SVCS I-26211182	GREAT AMERICA FINANCIAL SVCS	R	1/21/2020		1,595.00CR	091080	1,595.00
0124	GREEN BAY CITY TREASURER I-127919	GREEN BAY CITY TREASURER	R	1/21/2020		132.82CR	091081	132.82
6608	TRISTA GROTH I-202001150146	TRISTA GROTH	R	1/21/2020		26.62CR	091082	26.62
4826	GUSTAVE A LARSON CO I-3808169	GUSTAVE A LARSON CO	R	1/21/2020		305.57CR	091083	305.57
1933	HALLMAN LINDSAY QUALITY PAINTS I-U0105378	HALLMAN LINDSAY QUALITY PAINTS	R	1/21/2020		10.68CR	091084	10.68
6937	TRACY HOOD I-202001150147	TRACY HOOD	R	1/21/2020		209.44CR	091085	209.44
1252	HURCKMAN MECHANICAL INDUSTRIES INC I-C001916 I-C001917 I-C001918 I-C001919 I-W31023	HURCKMAN MECHANICAL INDUSTRIES HURCKMAN MECHANICAL INDUSTRIES HURCKMAN MECHANICAL INDUSTRIES HURCKMAN MECHANICAL INDUSTRIES HURCKMAN MECHANICAL INDUSTRIES	R R R R R	1/21/2020 1/21/2020 1/21/2020 1/21/2020 1/21/2020		799.85CR 1,650.90CR 1,340.10CR 1,636.20CR 161.00CR	091086 091086 091086 091086 091086	 5,588.05
5484	HYDROCORP INC I-202001150148 I-55762-IN I-55813-IN	HYDROCORP INC HYDROCORP INC HYDROCORP INC	R R R	1/21/2020 1/21/2020 1/21/2020		2,876.00CR 2,648.00CR 1,160.00CR	091087 091087 091087	 6,684.00
5425	IAAI INC I-24446	IAAI INC	R	1/21/2020		100.00CR	091088	100.00
0991	IAFC MEMBERSHIP I-202001150138	IAFC MEMBERSHIP	R	1/21/2020		215.00CR	091089	215.00
3189	ICMA I-202001150149	ICMA	R	1/21/2020		1,160.00CR	091090	1,160.00
6342	IDEA DINER I-110009019	IDEA DINER	R	1/21/2020		322.00CR	091091	322.00

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 6

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7810	IDEMIA IDENTITY & SECURITY USA LLC							
	I-126833	IDEMIA IDENTITY & SECURITY USA	R	1/21/2020		175.00CR	091092	175.00
1399	INDOFF INC							
	I-3319527	INDOFF INC	R	1/21/2020		103.50CR	091093	
	I-3322425	INDOFF INC	R	1/21/2020		68.42CR	091093	
	I-3327587	INDOFF INC	R	1/21/2020		7.96CR	091093	
	I-3327878	INDOFF INC	R	1/21/2020		94.19CR	091093	
	I-3328031	INDOFF INC	R	1/21/2020		101.10CR	091093	
	I-3328240	INDOFF INC	R	1/21/2020		17.24CR	091093	
	I-3328396	INDOFF INC	R	1/21/2020		112.90CR	091093	
	I-3330860	INDOFF INC	R	1/21/2020		162.84CR	091093	668.15
0567	INDUSTRIAL MARKETING CORP							
	I-42993	INDUSTRIAL MARKETING CORP	R	1/21/2020		167.64CR	091094	167.64
6529	JANKE GENERL CONTRACTORS INC							
	I-19-22 B	JANKE GENERL CONTRACTORS INC	R	1/21/2020		14,190.00CR	091095	14,190.00
6688	KIM JOHNSON							
	I-202001160163	KIM JOHNSON	R	1/21/2020		50.00CR	091096	50.00
2602	JOSSART BROTHERS INC							
	I-1417	JOSSART BROTHERS INC	R	1/21/2020		132.00CR	091097	
	I-1418	JOSSART BROTHERS INC	R	1/21/2020		2,625.50CR	091097	
	I-1430	JOSSART BROTHERS INC	R	1/21/2020		2,092.00CR	091097	
	I-1435	JOSSART BROTHERS INC	R	1/21/2020		1,259.30CR	091097	6,108.80
1276	JX ENTERPRISES INC							
	I-14102125P	JX ENTERPRISES INC	R	1/21/2020		139.91CR	091098	
	I-1425621S	JX ENTERPRISES INC	R	1/21/2020		2,947.47CR	091098	
	I-1426069P	JX ENTERPRISES INC	R	1/21/2020		3,328.26CR	091098	6,415.64
7662	KNOWBE4							
	I-INV78505	KNOWBE4	R	1/21/2020		1,224.00CR	091099	1,224.00
3140	KUNDINGER FLUID POWER INC							
	I-50573303	KUNDINGER FLUID POWER INC	R	1/21/2020		183.71CR	091100	
	I-50573304	KUNDINGER FLUID POWER INC	R	1/21/2020		84.05CR	091100	267.76
0153	LAFORCE INC							
	I-1118421	LAFORCE INC	R	1/21/2020		90.00CR	091101	90.00

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 7

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7737	GRACE LAHTELA I-202001150150	GRACE LAHTELA	R	1/21/2020		129.85CR	091102	129.85
0779	VICKIE LAMBERT I-202001160164	VICKIE LAMBERT	R	1/21/2020		58.65CR	091103	58.65
4617	LANGUAGE LINE SERVICES I-4721777	LANGUAGE LINE SERVICES	R	1/21/2020		52.41CR	091104	52.41
0157	LEAGUE OF WI MUNICIPALITIES I-202001150139	LEAGUE OF WI MUNICIPALITIES	R	1/21/2020		6,630.32CR	091105	6,630.32
7444	SARA LORNSON I-202001150140 I-202001150151 I-202001150152	SARA LORNSON SARA LORNSON SARA LORNSON	R R R	1/21/2020 1/21/2020 1/21/2020		3.07CR 23.78CR 37.84CR	091106 091106 091106	64.69
7423	LOW VOLTAGE SOLUTIONS LLC I-1288 I-1333 I-1353	LOW VOLTAGE SOLUTIONS LLC LOW VOLTAGE SOLUTIONS LLC LOW VOLTAGE SOLUTIONS LLC	R R R	1/21/2020 1/21/2020 1/21/2020		3,969.80CR 4,116.22CR 288.00CR	091107 091107 091107	8,374.02
1443	MARTIN SYSTEMS INC I-185358	MARTIN SYSTEMS INC	R	1/21/2020		129.00CR	091108	129.00
7190	STEVE MASSEY I-202001150153	STEVE MASSEY	R	1/21/2020		165.30CR	091109	165.30
0173	MENARDS INC I-58565 I-59353 I-59359 I-59513 I-59639 I-59929 I-59994	MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC	R R R R R R R	1/21/2020 1/21/2020 1/21/2020 1/21/2020 1/21/2020 1/21/2020 1/21/2020		58.96CR 191.75CR 25.80CR 62.77CR 44.24CR 26.95CR 12.99CR	091110 091110 091110 091110 091110 091110 091110	423.46
6958	NATHAN MRSTIK I-202001150141	NATHAN MRSTIK	R	1/21/2020		152.45CR	091111	152.45
4961	MUNTZ AUDIO-VIDEO I-A141619 I-A141659	MUNTZ AUDIO-VIDEO MUNTZ AUDIO-VIDEO	R R	1/21/2020 1/21/2020		1,120.00CR 280.00CR	091112 091112	1,400.00

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 8

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3191	NCI							
	I-AR17327	NCI	R	1/21/2020		131.25CR	091113	
	I-AT12782	NCI	R	1/21/2020		74.85CR	091113	206.10
7129	NELSON TACTICAL							
	I-1465	NELSON TACTICAL	R	1/21/2020		121.58CR	091114	121.58
7680	NETWRIX CORPORATON							
	I-49786	NETWRIX CORPORATON	R	1/21/2020		1,434.00CR	091115	1,434.00
4679	NEWSC							
	I-1972	NEWSC	R	1/21/2020		2,290.00CR	091116	2,290.00
0531	NORTHEAST AUTO PARTS INC							
	C-344819	NORTHEAST AUTO PARTS INC	R	1/21/2020		18.00	091117	
	I-344706	NORTHEAST AUTO PARTS INC	R	1/21/2020		50.30CR	091117	
	I-344757	NORTHEAST AUTO PARTS INC	R	1/21/2020		142.62CR	091117	
	I-344790	NORTHEAST AUTO PARTS INC	R	1/21/2020		23.43CR	091117	
	I-344814	NORTHEAST AUTO PARTS INC	R	1/21/2020		75.76CR	091117	
	I-344815	NORTHEAST AUTO PARTS INC	R	1/21/2020		20.45CR	091117	
	I-344840	NORTHEAST AUTO PARTS INC	R	1/21/2020		34.64CR	091117	
	I-344887	NORTHEAST AUTO PARTS INC	R	1/21/2020		166.40CR	091117	
	I-344900	NORTHEAST AUTO PARTS INC	R	1/21/2020		6.30CR	091117	501.90
0187	NSIGHT TELS SERVICES							
	I-202001150154	NSIGHT TELS SERVICES	R	1/21/2020		64.40CR	091118	64.40
5222	P J KORTENS & CO INC							
	I-10021883	P J KORTENS & CO INC	R	1/21/2020		885.00CR	091119	885.00
0197	PACKER CITY INTL TRUCKS INC							
	C-X101118726:01	PACKER CITY INTL TRUCKS INC	R	1/21/2020		60.13	091120	
	I-X101118624:01	PACKER CITY INTL TRUCKS INC	R	1/21/2020		73.39CR	091120	
	I-X101118726:01	PACKER CITY INTL TRUCKS INC	R	1/21/2020		60.13CR	091120	
	I-X101118730:01	PACKER CITY INTL TRUCKS INC	R	1/21/2020		60.13CR	091120	
	I-X101119027:01	PACKER CITY INTL TRUCKS INC	R	1/21/2020		137.94CR	091120	
	I-X101119035:01	PACKER CITY INTL TRUCKS INC	R	1/21/2020		29.60CR	091120	301.06
1331	PACKER FASTENER & SUPPLY INC							
	I-485073	PACKER FASTENER & SUPPLY INC	R	1/21/2020		7.04CR	091121	7.04
5476	PERSONNEL EVALUATION INC							
	I-35253	PERSONNEL EVALUATION INC	R	1/21/2020		88.00CR	091122	88.00

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 9

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

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-90062014	POMP'S TIRE SERVICE INC	R	1/21/2020		112.50CR	091123	
	I-90062146	POMP'S TIRE SERVICE INC	R	1/21/2020		621.70CR	091123	734.20
1246	PREVEA HEALTH							
	I-125611	PREVEA HEALTH	R	1/21/2020		107.45CR	091124	107.45
6378	PUETZ, BEN							
	I-202001150155	PUETZ, BEN	R	1/21/2020		126.60CR	091125	
	I-202001150156	PUETZ, BEN	R	1/21/2020		174.08CR	091125	300.68
5973	RAE-COR DISTRIBUTING INC							
	I-19727	RAE-COR DISTRIBUTING INC	R	1/21/2020		329.22CR	091126	329.22
6948	RAY'S TIRE							
	I-1010418	RAY'S TIRE	R	1/21/2020		924.80CR	091127	924.80
7738	RIDGEWAY TRAILER CO INC							
	I-GRB-111466	RIDGEWAY TRAILER CO INC	R	1/21/2020		581.80CR	091128	
	I-GRB-111648	RIDGEWAY TRAILER CO INC	R	1/21/2020		439.16CR	091128	1,020.96
7371	RJM CONSTRUCTION LLC							
	I-19-16 (1) FINAL	RJM CONSTRUCTION LLC	R	1/21/2020		42,729.28CR	091129	
	I-1927	RJM CONSTRUCTION LLC	R	1/21/2020		53.75CR	091129	42,783.03
7513	SAFE FLOW LLC							
	I-2019180	SAFE FLOW LLC	R	1/21/2020		425.00CR	091130	
	I-2019182	SAFE FLOW LLC	R	1/21/2020		85.00CR	091130	510.00
0235	SAINT VINCENT HOSPITAL							
	I-202001160162	SAINT VINCENT HOSPITAL	R	1/21/2020		46.50CR	091131	
	I-50746	SAINT VINCENT HOSPITAL	R	1/21/2020		178.99CR	091131	225.49
8005	SCHAUS ROOFING MECH CONTRACTORS INC							
	I-30728	SCHAUS ROOFING MECH CONTRACTOR	R	1/21/2020		1,387.00CR	091132	1,387.00
7518	PETER SCHLEINZ							
	I-202001150157	PETER SCHLEINZ	R	1/21/2020		336.40CR	091133	336.40
6027	SESAC							
	I-81309	SESAC	R	1/21/2020		460.00CR	091134	460.00

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 10

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7348	SHERPA SOFTWARE PARTNERS LP I-14561	SHERPA SOFTWARE PARTNERS LP	R	1/21/2020		891.45CR	091135	891.45
3234	SHERWIN WILLIAMS I-0943-2 I-6609-4	SHERWIN WILLIAMS SHERWIN WILLIAMS	R	1/21/2020		510.95CR	091136	
			R	1/21/2020		233.85CR	091136	744.80
2683	SOMMERS CONSTRUCTION CO INC I-19-02 (3) FINAL	SOMMERS CONSTRUCTION CO INC	R	1/21/2020		86,295.70CR	091137	86,295.70
0555	SPECTRUM I-202001150158	SPECTRUM	R	1/21/2020		17.77CR	091138	17.77
0258	SUPERIOR CHEMICAL CORP I-247768	SUPERIOR CHEMICAL CORP	R	1/21/2020		112.93CR	091139	112.93
1528	TEAM APPAREL & SPECIALTIES INC I-115172 I-116709 I-116710	TEAM APPAREL & SPECIALTIES INC TEAM APPAREL & SPECIALTIES INC	R	1/21/2020		265.50CR	091140	
			R	1/21/2020		36.00CR	091140	
			R	1/21/2020		184.00CR	091140	485.50
7588	THOMAS EMS I-33616	THOMAS EMS	R	1/21/2020		205.00CR	091141	205.00
2992	TITAN PULIC SAFETY SOLUTIONS LLC I-4801	TITAN PULIC SAFETY SOLUTIONS L	R	1/21/2020		4,633.00CR	091142	4,633.00
0268	TRUCK EQUIPMENT INC I-876486-01 I-878578-00 I-880697-00	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R	1/21/2020		25.44CR	091143	
			R	1/21/2020		226.65CR	091143	
			R	1/21/2020		37.55CR	091143	289.64
0417	TWEET GAROT MECHANICAL INC I-45483	TWEET GAROT MECHANICAL INC	R	1/21/2020		6,500.00CR	091144	6,500.00
5663	TYLER TECHNOLOGIES INC I-045-287354 I-045-288285	TYLER TECHNOLOGIES INC TYLER TECHNOLOGIES INC	R	1/21/2020		300.00CR	091145	
			R	1/21/2020		50.00CR	091145	350.00
0272	UNIFORM SHOPPE INC I-294741 I-294918 I-294999 I-295005 I-295048	UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R	1/21/2020		351.70CR	091146	
			R	1/21/2020		364.60CR	091146	
			R	1/21/2020		149.90CR	091146	
			R	1/21/2020		91.45CR	091146	
			R	1/21/2020		134.90CR	091146	1,092.55

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 11

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3767	VDH ELECTRIC I-22316	VDH ELECTRIC	R	1/21/2020		1,492.44CR	091147	1,492.44
3707	VIKING ELECTRIC SUPPLY I-S003003778.002 I-S003282887.001	VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY	R R	1/21/2020 1/21/2020		547.50CR 195.18CR	091148 091148	 742.68
5539	VORPAHL FIRE & SAFETY CORP I-215280212	VORPAHL FIRE & SAFETY CORP	R	1/21/2020		139.95CR	091149	139.95
8028	WARNER-WEXEL LLC C-200697 I-200660	WARNER-WEXEL LLC WARNER-WEXEL LLC	R R	1/21/2020 1/21/2020		2.68 51.37CR	091150 091150	 48.69
0932	WI CITY/COUNTY MANAGEMENT ASSOC I-202001150142	WI CITY/COUNTY MANAGEMENT ASSO	R	1/21/2020		217.50CR	091151	217.50
2645	WI DEPT OF JUSTICE I-202001150159	WI DEPT OF JUSTICE	R	1/21/2020		21.00CR	091152	21.00
6469	WI DOCUMENT IMAGING I-91902	WI DOCUMENT IMAGING	R	1/21/2020		372.82CR	091153	372.82
7350	WI MEDIA I-3111477	WI MEDIA	R	1/21/2020		636.99CR	091154	636.99
8025	WPRA FOUNDATION I-20-114	WPRA FOUNDATION	R	1/21/2020		25.00CR	091155	25.00
7291	ERIC ZYGARLICHE I-202001150160	ERIC ZYGARLICHE	R	1/21/2020		41.99CR	091156	41.99

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	122	0.00	602,222.88	602,222.88
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:	122	0.00	602,222.88	602,222.88

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)

1/16/2020 9:50 AM

A / P CHECK REGISTER

PAGE: 12

PACKET: 06250 JAN 2020 COUNCIL 1-21-2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	1/2020	94,937.85CR
201	1/2020	15,667.49CR
208	1/2020	133.50CR
209	1/2020	2,839.99CR
405	1/2020	344,980.46CR
415	1/2020	76,495.00CR
460	1/2020	3,128.75CR
601	1/2020	41,138.94CR
650	1/2020	22,900.90CR
=====		
ALL		602,222.88CR

Attachment: 1-21-2020 VOUCHERS (9126 : Voucher approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 21, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
