



Common Council

Regular Meeting

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

Agenda

Tuesday, January 17, 2023

7:30 PM

Council Chambers and Virtual

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 17, 2023** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the January 3, 2023 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.
5. Recommendation from Finance/Personnel Committee to Accept \$18,546 donation from Greater Green Bay Community Foundation Inc. to Police for use with the K-9 Unit.
6. Presentation on 2022 Year-End Report from the Chief of Police.
7. Recommendation from Board of Public Works on award of Contract 23-14 City Hall Boiler Replacement to Tweet-Garot Mechanical, Inc. in the amount of \$242,324.
8. Recommendation from the Board of Public Works to Deny Changes to Section 82-2 of the De Pere Municipal Code to allow Parcels to Exceed three (3) Polycarts.
9. Recommendation from the License Committee on a request for a Class "A" Fermented Malt Beverage License and "Class A" Intoxicating Liquor License for De Pere Petroleum LLC (DBA De Pere Y Mart) 1017 4th St. Submitted by De Pere Petroleum, LLC; Agent Basudev Adhikari, Kohler, WI.
10. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for After Social, LLC (DBA After: A Social Club) 365 Main Ave., Suite D. Submitted by After Social, LLC; Agent Chad Nehring, De Pere, WI.

11. Recommendation from the License Committee on an application for a premises description change submitted by St. Norbert College.
12. Recommendation from the License Committee on the request by Troy Noack to appear before the License Committee regarding the denial of his Operator Application.
13. Ordinance #23-01 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23 Schedule B).
14. Ordinance #23-02 Repealing Sections 8-18.3 (Advisory Board for the Notification of Designated Offender Residency) and 8-18.4 (Appeal of Designated Offender Status Under Section 8-18.2) of the De Pere Municipal Code.
15. Resolution #23-01 Approving Memorandum with Green Bay Metropolitan Sewerage District (Transfer of Tangible Assets).
16. Resolution #23-02 Authorizing Amendment #1 to Agreement for Consulting Services Between the City of De Pere and Short-Elliott-Hendrickson, Incorporated (Municipal Service Center Fuel Island Design Services).
17. Resolution #23-03 Approving First Responder Service Agreement with Manitowoc Public Utilities Commission.
18. Resolution #23-04 Authorizing Third Amendment to Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (Phase 2 Environmental Assessment for the S 100 Block of Broadway (Perrot Square Parking Structure)).
19. Resolution #23-05 Authorizing Second Amendment to Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc. (Grant Identification, Solicitation and Management Services).
20. Appointment to Police and Fire Commission by Mayor Boyd.
21. Voucher approval.
22. Future agenda items.
23. Adjournment.

Carey Danen
City Clerk

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

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

Chad Nehring
Basudev Adhikari



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the January 3, 2023 Common Council meeting.

ATTACHMENTS:

- 1-3-23 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, January 3, 2023

7:30 PM

Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the December 20, 2022 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Peroch, Quigley, Raasch

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

None.

5. Presentation by the Mayor on his visit to Åmål, Sweden.

Mayor Boyd reported on his recent trip to Åmål with a delegation from the Sister Cities committee.

6. Recommendation from the Board of Park Commissioners to Accept Donations of a Park Bench and Little Library at Lions Trailside Park from the De Pere Lions Club.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Peroch, Quigley, Raasch

7. Recommendation from the Board of Park Commissioner to Approve Repairs to Legion Pool in the amount of \$40,000.

Parks Director Marty Kosobucki confirmed that the funds for the repair will come from the pool referendum.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

8. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

9. Future agenda items.

Alderperson Kunding announced that the 5th annual State of De Pere luncheon will be held on January 25th.

10. City Administrator annual performance appraisal.

Alderperson Raasch moved, seconded by Alderperson Ledvina to close the meeting at 8:02 PM. Upon roll call vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Carpenter to return to regular session at 9:29 PM. Upon roll call vote, motion carried unanimously.

Alderperson Ledvina moved, seconded by Alderperson Raasch to approve a 5% increase on base salary with a one-time \$4,000 bonus and five weeks of vacation. Upon roll call vote, motion carried unanimously.

11. Adjournment.

Alderperson Quigley moved, seconded by Alderperson Hansen to adjourn the meeting at 9:31 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 17, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

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

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

MEETING DATE: January 17, 2023

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Recommendation from Finance/Personnel Committee to Accept
\$18,546 donation from Greater Green Bay Community Foundation
Inc. to Police for use with the K-9 Unit.

Passed by Personnel and Finance Committee

The Greater Green Bay Community Foundation made a donation in the amount of \$18,546 to the De Pere Police Department K-9 Unit. This gift is awarded through a fund established by the estate of Ronald C. and Pauline P. Heim. Mrs. Heim expressly designated that funding provided to your organization be utilized for the needs of the K-9 division.

If approved, this money would be added to the K-9 unit fund to cover the costs associated with the training, equipping, and care of the police canine(s).



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: Police

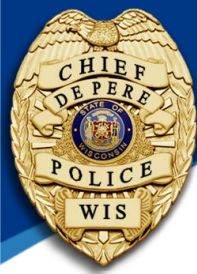
FROM: Jeremy Muraski

SUBJECT: Presentation on 2022 Year-End Report from the Chief of Police.

The Chief will give a brief presentation on the Police Department summarizing the year. The report will give an overview of notable police calls from the year and project updates.

ATTACHMENTS:

- 2022 Year End Report Memo to Council (PDF)



The Mission of the De Pere Police Department is to provide an integrated team approach to pro-active patrol, crime prevention, and criminal investigation utilizing city and community resources to improve the safety and quality of life in De Pere.

January 13, 2023

To: City Council, Mayor Boyd, City Administrator Delo

From: Jeremy A. Muraski, Chief of Police

Re: 2022 Year End Summary

To the Members of the City Council, Mayor Boyd, and Administrator Delo, thank you for the opportunity to share a brief year-end report on behalf of the Police Department. 2022 was my first year as your new Chief of Police and it was a busy year both in terms of call volume and projects. I wanted to take a brief moment to say thank you for supporting some much needed projects and policing initiatives during the year. One of the things that I believe are the hallmark of a great organization is an eye toward continuous improvement and I definitely appreciate that about the City of De Pere. We in the police department look forward to doing our part to ensure that the De Pere Police Department will continuously improve alongside the rest of the City.

The report to council in the form of a brief presentation will highlight some of the more important calls for the year, as well as projects completed. It will also have a brief overview of things we hope to accomplish in 2023.

If you have any questions or concerns following the report, please let me know.

Thank you for your time and consideration,

A handwritten signature in black ink that reads 'Jeremy A. Muraski'.

Jeremy A. Muraski

Chief of Police





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from Board of Public Works on award of Contract 23-14 City Hall Boiler Replacement to Tweet-Garot Mechanical, Inc. in the amount of \$242,324.

The Board of Public Works at the January 9, 2023 meeting approved award of Contract 23-14 City Hall Boiler Replacement to Tweet-Garot Mechanical, Inc. in the amount of \$242,324 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- 2023 0109 CI_BOPW_Award_23-14 (PDF)
- 2022 1219 CE_Project 23-14_Bid Tabulation (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Tom Blohowiak, Maintenance Supervisor
Date: January 9, 2023

RE: **Consideration and possible action on award of Contract 23-14 City Hall Boiler Replacement***

The Engineering Department received bids for Project 23-14 City Hall Boiler Replacement on December 15, 2022. The project consists of the demolition and replacement of boilers and circulating pumps at City Hall. The bids received were as follows:

Contractor	Base Bid
Tweet-Garot Mechanical, Inc.	\$242,324.00
Hurckman Mechanical Industries, Inc.	\$290,943.00
A&J Mechanical Contractors, Inc.	\$296,247.00

The budgeted amount from the capital improvement fund is \$250,000 from the general obligation debt.

Staff's recommendation is to award the bid from Tweet-Garot Mechanical, Inc. in the amount of \$242,324.00.

Attachments:

2022 1219 CE_Project 23-14 Bid Tab (PDF)



Project 23-14
City Hall Boiler Replacement Bid Tabulation

Item	Description	Unit	Qty	Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Tweet-Garot Mechanical, Inc.		Hurckman Mechanical Industries, Inc.		A&J Mechanical Contractors, Inc.	
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
SC-01	Demolition of Existing Boilers and Circulation Pumps	LS	1	\$8,800.00	\$8,800.00	\$3,800.00	\$3,800.00	\$4,565.00	\$4,565.00
SC-02	Installation of New Boilers	LS	1	\$209,024.00	\$209,024.00	\$215,960.00	\$215,960.00	\$246,682.00	\$246,682.00
SC-03	Replacement of Circulation Pumps	LS	1	\$24,500.00	\$24,500.00	\$71,183.00	\$71,183.00	\$45,000.00	\$45,000.00
Total Bid:				\$242,324.00		\$290,943.00		\$296,247.00	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Deny Changes to Section 82-2 of the De Pere Municipal Code to allow Parcels to Exceed three (3) Polycarts.

The Board of Public Works at the January 9, 2023 meeting denied changes to Ordinance 82-2 to allow parcels to exceed three (3) polycarts and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Christian Outreach is requesting an additional recycle polycart for their food pantry located on the parcel of St. Anne's Church located at 347 S. Libal Street. The existing ordinance only allows for a parcel to have a maximum of three (3) polycarts whether it is two (2) garbage and one (1) recycle or one (1) garbage and two (2) recycle. Any parcel that needs more than three (3) polycarts are required to go with a private hauler.

Staff recently inspected this parcel to verify how many polycarts they currently have. This parcel currently has five (5) polycarts. Three (3) polycarts are City polycarts and two (2) of the polycarts are from a private hauler. This is a current violation of the City's ordinance. The property owner has been sent a notice requiring them to go with a private hauler since they exceed three (3) polycarts.

In addition, per our City Attorney, the ordinance does not allow for the BOPW or Council to make exceptions for additional polycarts. If the BOPW or Council wants the ability to make exceptions for Christian Outreach and other properties throughout the City to allow additional polycarts, then the ordinance would have to be revised accordingly.

Staff does not recommend changing the ordinance to accommodate requests to exceed three (3) polycarts.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on a request for a Class "A" Fermented Malt Beverage License and "Class A" Intoxicating Liquor License for De Pere Petroleum LLC (DBA De Pere Y Mart) 1017 4th St. Submitted by De Pere Petroleum, LLC; Agent Basudev Adhikari, Kohler, WI.

ATTACHMENTS:

- De Pere Y Mart Application 1.17.23 (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: _____
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } DE PERE
☐ Village of }
☐ City of }

County of BROWN Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-103117447-04</u>	
FEIN Number <u>92-1081064</u>	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>530</u>
TOTAL FEE	\$

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

DE PERE PETROLEUM LLC

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

President / Member Last Name <u>ADHIKARI</u>	(First) <u>BASUDEV</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>!</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Adhikari</u>	(First) <u>Basudev</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>916 Mulberry Lane, Kohler, WI-53044</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name De Pere V Mart Business Phone Number 920-226-1786
2. Address of Premises 1017 4th St, Depere Post Office & Zip Code 54115

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

In the cooler

on the floor

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

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

(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☒ Yes ☐ No
If yes, explain.
 Jai marketing llc
 Ananda marketing llc
 Baj real estate llc
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 11/17/2022 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☒ Yes ☐ No
 jai marketing llc
 Ananda marketing llc
 Baj real estate llc
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) <i>Adhikari Basudev</i>	Title/Member <i>Member</i>	Date <i>11/13/2022</i>
Signature <i>B. J.</i>	Phone Number <i>920-226-1786</i>	Email Address <i>missionbda@gmail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>12/13/22</i>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for After Social, LLC (DBA After: A Social Club) 365 Main Ave., Suite D. Submitted by After Social, LLC; Agent Chad Nehring, De Pere, WI.

ATTACHMENTS:

- After - A Social Club Application 1.17.23 (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)To the Governing Body of the: ☐ Town of } De Pere
☐ Village of }
☒ City of }County of Brown Aldermanic Dist. No. _____
(if required by ordinance)Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number

456-1031184215-04

FEIN Number

92-1266820

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

Pd 12/14/
Ref # 17804

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

After Social, LLC

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

President / Member Last Name <u>Nehring</u>	(First) <u>Chad</u>	(Middle Name) <u>Lee</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>Cravillion</u>	(First) <u>Jamie</u>	(Middle Name) <u>Douglas</u>	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Nehring</u>	(First) <u>Chad</u>	(Middle Name) <u>Lee</u>	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name After: A Social Club Business Phone Number 920-345-2600

2. Address of Premises 365 Main Ave, Suite D Post Office & Zip Code De Pere, WI 54115

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

Entire premises including main bar area, service hallway, liquor storage closet and lockers, kitchen area, and also including immediately adjacent fenced outdoor patio area which measures approximately 12' X 12' and has an entry door from the main bar area.

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

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

(b) If yes, under what name was license issued? Baffi di Lucio

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☒ Yes ☐ No
If yes, explain. Also agent for ComedyCity Theatre
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☒ Yes ☐ No
 Yes, both partners are also owners/operators of Green Room Theatre, LLC (DBA ComedyCity Theatre) located at 365 Main Ave, Suite E De Pere, WI 54115. This is a separate facility on the northern side of the building.
9. (a) **Corporate/limited liability company applicants only:** Insert state Wisconsin and date 12/07/2022 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☒ Yes ☐ No
 Yes, both partners are also owners/operators of Green Room Theatre, LLC (DBA ComedyCity Theatre) located at 365 Main Ave, Suite E De Pere, WI 54115. This is a separate facility on the northern side of the building
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) Nehring, Chad L	Title/Member Member	Date 12/13/2022
Signature <i>C. Nehring</i>	Phone Number 9203452600	Email Address hello@aftersocialclub.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 12/14/22	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AT-106 (R. 3-19)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- SNC Premises Description Change 1.17.23 (PDF)

Premise Description Change

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk).

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number: 456102011225103	
FEIN Number: 39-1399196	
TYPE OF LICENSE REQUESTED:	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

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

St. Norbert College, Inc.

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Bruegg	Brian		
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Massey	Julie		
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Anfang	Autumn		
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name St. Norbert College Business Phone Number 920-403-1352

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

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

see attached

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

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

(b) If yes, under what name was license issued? St. Norbert College

6. Is individual, partner or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☐ Yes ☒ No

7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain:

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No

9. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.

- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No

- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain ☐ Yes ☒ No

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

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

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

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
Massey, Julie	Secretary	04/14/20
Signature	Phone Number	Email Address
	920-403-3014	julia.massey@sno.edu

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk/Deputy Clerk
1/5/23			
Date license granted	Date license issued	License number issued	

Extension of Premise for:

Bush Art Center; First floor area outside the gallery, 403 Third Street (attached to Michels Commons which is licensed)

April 21st, 2023, 4:30pm-7:30pm



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on the request by Troy Noack to appear before the License Committee regarding the denial of his Operator Application.

ATTACHMENTS:

- Troy Noack Denial Letter 1.17.23 (PDF)

CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org



Dec. 16, 2022

Troy Noack

Re: Operator License Application

Dear Mr. Noack:

After review, your application for an Operator's License has been denied based upon the guidelines established by the City's License Committee. Specifically, your record violates Guidelines # 1, # 5b and # 7 – see attached for the City of De Pere Alcohol Beverage Licenses Enforcement Policy Guidelines.

State law provides you with the right for an opportunity to show the License Committee and Common Council that you are rehabilitated and fit to hold an operator's license for the sale of alcohol beverages. Section 111.335(4)(d) of the Wisconsin Statutes identifies the types of evidence you might use to show rehabilitation and fitness to hold the license. If you wish to be given an opportunity to show your rehabilitation/fitness for a license, please submit a **written request** to the City Clerk's office within 30 days of the date of this letter to schedule your appearance before the License Committee.

If you request an appearance before the License Committee you will receive a notice in the mail indicating when you are scheduled to appear. If you have any questions, you can reach our office at 339-4050.

Sincerely,

Carey Danen
Municipal Clerk

cc: file

CITY OF DE PERE
ALCOHOL BEVERAGE LICENSES
ENFORCEMENT POLICY GUIDELINES

Intent. It is the responsibility of the License Committee ("Committee") of the De Pere Common Council to screen applications for alcohol beverage licenses within the City of De Pere ("City") and to make recommendations to the Common Council for its decision under the City's licensing authority in Chapter 125 of the Wisconsin Statutes and Chapter 7 of the De Pere Municipal Code. The Committee adopts the following guidelines in order to specify the reasons for denying, non-renewing or revoking an alcohol beverage license. If a decision is made to deny, revoke, suspend or non-renew a license, the Council is required to provide that person with a written reason for the denial. These guidelines are adopted to assist the Committee in its reviews and recommendations and the Common Council in its decision-making, to meet that requirement.

The following guidelines are established by the Committee to provide a framework for determining which persons are eligible for issuance of an alcohol beverage license (*i.e.* grounds for denial) and a framework for suspension, revocation or non-renewal. **Broad discretion is retained by both the Committee and the Common Council to consider each case on an individual basis. Deviation from the guidelines is permitted if unusual, exaggerated or mitigating circumstances exist, which may include, but are not limited to, the particular circumstances documented or the length of time that has expired since the offense.**

Alcohol beverage license holders must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws, and assist with minimizing disturbances of the peace and maintaining the safety of the community. Individuals with a past history of negative or uncooperative contacts with police agencies should be scrutinized to determine if their past behavior is compatible with these expectations; provided, however, that the Committee and the Common Council shall not discriminate against applicants based on a prior arrest or conviction record, pursuant to Wis. Stat. §§ 111.321, 111.322, 111.335 and 125.12(1)(b), unless the arrests or convictions substantially relate to the circumstances of the licensed activity. It is with these goals in mind that these guidelines are adopted.

For purposes of these guidelines, an "alcohol beverage license," "license" or "permit" constitutes a retail license or an operator's license. Additionally, the definition of "person" is as defined in Wis. Stat. § 125.02(14). Therefore, these guidelines also apply to corporations, limited liability companies, agents, and partnerships. A corporation or limited liability company with an arrest or conviction record may be issued a license if the corporation or limited liability company has terminated its relationship with all the individuals whose actions directly contributed to the conviction. **Furthermore, to the extent Wis. Stat. Ch. 125 or De Pere Ordinances provide additional grounds for denial, suspension, revocation or non-renewal, the Committee may also rely on those provisions.**

The Common Council will only deny renewal of, suspend or revoke a current alcohol beverage license under these guidelines, or other justification provided by law, if the person committed an offense substantially related to the licensed activity within the license year period immediately preceding the year for which the person is seeking renewal or within the license year period in which suspension or revocation is sought, unless the Police Chief demonstrates that previous offenses were not considered in the approval of the current license. In the event the person is considered for non-renewal, suspension or revocation as the result of such an offense, the Committee and Common Council shall consider all offenses,

regardless of when they occurred, to determine application of these guidelines.

Additionally, with respect to a non-natural person, such person's license may be revoked, suspended or non-renewed in the event a new officer, director, member, or manager, is named and such person does not qualify under these guidelines; with the exception that a corporation or limited liability company may retain its license if it terminates its relationship with all the individuals whose actions directly contributed to the conviction. With respect to successor agents, see Wis. Stat. § 125.04(6).

Notwithstanding the above, the following violations may not be used as grounds for suspension, revocation or non-renewal of an existing license:

1. Furnishing alcohol beverages to underage persons (unless the licensee has committed more than one (1) violation within a one (1) year period, or has committed a single violation in two consecutive years); or
2. Violations punishable under Wis. Stat. § 945.03(2m), 945.04(2m) or 945.05(1m) (relating to commercial gambling and gambling devices).

A copy of these guidelines shall be provided to each person who applies for a license.

GUIDELINES

Guideline 1. If the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of any felony, unless duly pardoned, does not qualify for an alcohol beverage license. (To the extent the other guidelines reference a specific offense, this guideline shall apply if the offense constitutes a felony.)

Guideline 2. If the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, for two (2) or more offenses, **arising out of separate incidents**, within the last ten (10) years in the following subcategories, does not qualify for an alcohol beverage license:

- (a) Violent crimes against the person of another, including but not limited to homicide, aggravated battery, sexual assault, injury by negligent use of a weapon, injury by negligent use of a vehicle, or injury by intoxicated use of a vehicle.
- (b) Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, obstructing a police officer, resisting arrest, bribery of public officers or employees, misconduct in public office, bomb scares, or acts or threats of terrorism.
- (c) Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; possessing with intent to manufacture, distribute or deliver, a controlled substance or a controlled substance analog.

Guideline 3. Provided the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, for two (2) or more offenses, **arising out of separate incidents**, within the last seven (7) years in the following subcategories, does not qualify for an alcohol beverage license:

- (a) Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitution related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.

- (b) Alcohol beverage offenses (under Wis. Stat. Ch. 125 or De Pere Ordinance Ch. 7 - excluding administrative violations such as "failure to frame license") **(furnishing alcohol beverages to underage persons shall not be used as grounds for suspension, revocation, or non-renewal of an existing license unless the licensee has committed two (2) violations within a one (1) year period, or committed a single violation in two consecutive years).**
- (c) Perjury or false swearing, wherein the offense involves an incident at a place that is or should have been licensed under Wis. Stat. Ch. 125.
- (d) Possessing a controlled substance, controlled substance analog or drug paraphernalia.
- (e) Operating a motor vehicle while under the influence of intoxicants or drugs.
- (f) Operating a motor vehicle with a BAC in excess of .08% by weight.
- (g) Open intoxicants in public places or in a motor vehicle.

Guideline 4. Provided the offenses are **substantially related to the circumstances of the licensed activity**, any person who is a habitual law offender does not qualify for an alcohol beverage license. To constitute a habitual law offender there need not have been a trial or conviction for each or any offense. What is required is that the offenses were committed, that the law has been violated, and that the fact of such violations can be shown. *See Smith v. City of Oak Creek*, 139 Wis. 2d 788 (1987). For purposes of these guidelines, a habitual offender includes, but is not limited to a person who has committed two (2) or more offenses, each a separate incident, within the immediately preceding five (5) years.

Guideline 5. Provided the offenses are **substantially related to the circumstances of the licensed activity**, a pending criminal charge for any of the following offenses may be the basis for denial, non-renewal, suspension or revocation of an alcohol beverage license:

- (a) Any violation of Wis. Stat. Chapter 940, Crimes Against Life and Bodily Security.
- (b) The following violations of Wis. Stat. Chapter 948: sexual assault of a child, repeated sexual assault of the same child, physical abuse of a child, sexual exploitation of a child, trafficking of a child, causing a child to view or listen to sexual activity, incest with a child, child enticement, use of a computer to facilitate a child sex crime, soliciting a child for prostitution, sexual assault of a child placed in substitute care, sexual assault of a child by school staff person or a person who works or volunteers with children.
- (c) A violent crime against a child.
- (d) A violation of the law of another jurisdiction that would be a violation of (a), (b), or (c) if committed in this state.

Guideline 6. In addition to the other provisions under these guidelines, pursuant to Wis. Stat § 125.12, a person's alcohol beverage license may be denied, non-renewed, suspended or revoked if the person:

- (a) Keeps or maintains a disorderly or riotous, indecent or improper house.
- (b) Sold or has given away alcohol beverages to known habitual drunkards.
- (c) Does not possess the qualifications under Chapter 125 of the Wisconsin Statutes and Chapter 7 of the De Pere Municipal Code to hold a license.
- (d) Was issued a license in conjunction with a warning letter as to any future law violations, regardless of whether the basis for the warning letter was conduct occurring earlier or outside of any of the time limits set forth in Guidelines 2, 3 and 4 above, and has committed a law violation subsequent to the issuance of the warning letter.

Guideline 7. Any person who materially falsifies an application for an alcohol beverage license will not be eligible to re-apply for an alcohol beverage license for a period of twelve (12) months from the **date of denial** of such application. The Committee within its review and recommendation process and the Common Council may waive the provisions of this paragraph, allow the applicant to submit a corrected application, with the appropriate fee, and grant an alcohol beverage license to the person, if it appears to the Common Council that any falsifications on the application were the result of inadvertence, excusable neglect or mistake.

Guideline 8. In the event that any person's alcohol beverage license is denied, non-renewed, suspended or revoked based upon the person's conviction record, the person shall be allowed the opportunity to show evidence of rehabilitation and fitness to engage in the licensed activity. If the person shows competent evidence of sufficient rehabilitation and fitness to perform the licensed activity, the Committee may not refuse to license the person or bar or terminate the person from licensing based on that conviction record unless the conviction is for an exempt offense under Wis. Stat. § 111.335(4). Competent evidence of sufficient rehabilitation and fitness to perform the licensed activity may be established by the production of any of the following:

- (a) The person's most recent certified copy of a federal department of defense form DD-214 showing the person's honorable discharge, or separation under honorable conditions, from the U.S. armed forces for military service rendered following conviction for any offense that would otherwise disqualify the person from the license sought, except that the discharge form is not competent evidence of sufficient rehabilitation and fitness to perform the licensed activity if the person was convicted of any misdemeanor or felony subsequent to the date of the honorable discharge or separation from military service.
- (b) A copy of the local, state, or federal release document; and either a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or other evidence that at least one year has elapsed since release from any local, state, or federal correctional institution without subsequent conviction of a crime along with evidence showing compliance with all terms and conditions of probation, extended supervision, or parole.
- (c) In addition to the above documentary evidence, the Committee will consider any of the following evidence presented by the individual:
 - i. Evidence of the nature and seriousness of any offense of which he or she was convicted.
 - ii. Evidence of all circumstances relative to the offense, including mitigating circumstances or social conditions surrounding the commission of the offense.
 - iii. The age of the person at the time the offense was committed.
 - iv. The length of time that has elapsed since the offense was committed.
 - v. Letters of reference by individuals who have been in contact with the person since the person's release from any local, state, or federal correctional institution.
 - vi. All other relevant evidence of rehabilitation and present fitness presented.

Severability. If any section, subsection, sentence or phrase of this Policy is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such

decision shall not affect the validity of any other section, subsection, sentence, clause or phrase.

Conflict. Any impermissible conflict between Wis. Stat. Ch. 125, Ch. 7 of the De Pere Municipal Code and this policy shall be decided on the order of precedence which shall be the order listed in this sentence.

This policy will go into effect on the 3rd day of March, 2020.

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

MEETING DATE: January 17, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #23-01 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23 Schedule B).

The Board of Public Works at the January 9, 2023 meeting approved amending Schedule B to include stop signs on Garroman Drive at American Boulevard and Lawrence Drive and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Ord23-01 (PDF)
- 2023 0109-CI-BOPW-PTTeam-Recommendations (PDF)

ORDINANCE #23-01

AMENDING CHAPTER 150 OF THE DE PERE MUNICIPAL CODE REGARDING TRAFFIC
REGULATIONS (Section 150-23 Schedule B)

THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS FOLLOWS:

Section 1: Section 150-23, Schedule B (STOP INTERSECTIONS/RIGHT TURN NO STOP), is
hereby amended as follows:

ADDITIONS:

Traffic On	Stops At
Garroman Drive	American Boulevard
Garroman Drive	Lawrence Drive

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby
repealed.

Section 3: This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
January, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/09/2023

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



City Engineer Parking and Traffic Recommendations November 9, 2022 Meeting

Signs – Other

1. Consider the installation of a stop signs on Garroman Drive at American Boulevard and at Lawrence Drive.
 - Lawrence Drive is a collector street with a 25-mph speed limit.
 - American Boulevard is anticipated to be a collector street in the future with a 35-mph speed limit.

Recommendation:

- Staff recommends the stop sign on Garroman Drive at American Boulevard and at Lawrence Drive be installed and the ordinance updated as follows:

Schedule B

Stop Intersections/Right Turn No Stop

Insert:

<i>Traffic On</i>	<i>Stops At</i>
<i>Garroman Drive</i>	<i>American Boulevard</i>
<i>Garroman Drive</i>	<i>Lawrence Drive</i>



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #23-02 Repealing Sections 8-18.3 (Advisory Board for the Notification of Designated Offender Residency) and 8-18.4 (Appeal of Designated Offender Status Under Section 8-18.2) of the De Pere Municipal Code.

ATTACHMENTS:

- Ord23-02 (PDF)
- DOAB Dissolution Memo to Council (PDF)

ORDINANCE #23-02

REPEALING SECTIONS 8-18.3 (ADVISORY BOARD FOR THE NOTIFICATION OF DESIGNATED OFFENDER RESIDENCY) AND 8-18.4 (APPEAL OF DESIGNATED OFFENDER STATUS UNDER SECTION 8-18.2) OF THE DE PERE MUNICIPAL CODE

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DOES ORDAIN AS FOLLOWS:

SECTION 1: Section 8-18.3. – **Advisory board for the notification of designated offender residency**., is hereby repealed in its entirety, with this Section number being reserved for future use.

SECTION 2: Section 8-18.4. – **Appeal of designated offender status under section 8-18.2.**, is hereby repealed in its entirety, with this Section number being reserved for future use.

SECTION 3: This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of January, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Publication Date: _____
Effective Date: _____



The Mission of the De Pere Police Department is to provide an integrated team approach to pro-active patrol, crime prevention, and criminal investigation utilizing city and community resources to improve the safety and quality of life in De Pere.

January 13, 2023

To: City Council, Mayor Boyd, City Administrator Delo

From: Jeremy A. Muraski, Chief of Police

Re: The Dissolution of the Designated Offender Advisory Board (DOAB)

Our agency routinely receives a notice reference the upcoming release of a registered sex offender into our community. This caused me to review our current practices pertaining to registered sex offenders. The City of De Pere Sex Offender Advisory Board, officially referred to as the Designated Offender Advisory Board (DOAB) has not met in a long time. The last meeting I could locate was February 3, 2020. Prior to that, the last meeting I was able to locate was in 2018. I do not see any listings for it on the city's public meetings portal at this time and it appears that it has gone more or less dormant.

In reviewing the ongoing needs of the community and our agency, I believe it has gone dormant primarily because we are active participants in the county-wide Sex Offender Review Program (SORP). They have CORE Team meetings that involve members of our agency, experts from the State of Wisconsin Department of Corrections Sex Offender Supervision Team, as well as participation from the local DA's office and other local law enforcement agencies. They meet much more frequently than the DOAB and receive information directly from the state Department of Corrections and local probation agents. I have previously been the agency representative for CORE meetings and always found the team members to be very experienced and educated in dealing with sex offender supervision, relevant laws, and evidence-based decision making when it comes to determining what notices will be given to the community if a sex offender is going to be released into our community. There are 3 tiers of Special Bulletin Notice (SBN) notifications that go out to communities when a dangerous sex offender is going to be released into the community and the CORE team facilitates this very important function.

Our own Detective Guth is a member of the CORE Team and also advises myself and Investigative Captain Opicka of any concerns that might impact De Pere. I have every confidence in the CORE Team doing everything possible in accordance with the law and with their expertise in classifying sex offenders. I believe they are very qualified to perform these functions and given their experience, expertise, and education, much more capable than an advisory board. This is particularly true because they are privy to much more information and background on each offender than can legally be shared with members of the public such as

Jeremy A. Muraski | Chief of Police

(920) 339-4078 ♦ jmuraski@deperewi.gov ♦ www.deperewi.gov ♦ @DePerePD ♦ 325 S. Broadway, De Pere, WI 54115



those who would sit on the DOAB. I do not believe the DOAB would perform any additional function or provide any benefit beyond what the SORP is already doing.

For all of the above reasons, I believe that the DOAB is redundant and unneeded. I am requesting that it be officially discontinued at this time. On a related note, I have reinstated our past practice of conducting occasional compliance checks on registered sex offenders living within our community which we perform in cooperation with the Wisconsin Department of Corrections. We regularly participate in compliance checks such as those we assist with during trick or treating hours as part of this practice to ensure that such offenders are not attempting to hand out candy, etc.

If you have any questions or concerns, please let me know.

Thank you for your time and consideration,

A handwritten signature in black ink, appearing to read "Jeremy A. Muraski". The signature is fluid and cursive, with a large initial "J" and "M".

Jeremy A. Muraski

Chief of Police





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-01 Approving Memorandum with Green Bay Metropolitan Sewerage District (Transfer of Tangible Assets).

The Board of Public Works at the January 9, 2023 meeting approved the Green Bay Metropolitan Sewerage District request to purchase surplus equipment at the De Pere Waste Water Treatment Plant in the amount of \$7,500 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

In 2007, the City and Green Bay Metropolitan Sewerage District (GBMSD) entered into an annexation and consolidation agreement. The agreement is when the GBMSD took ownership of the City's existing wastewater treatment plant (WWTP) and interceptor sewers and the City annexed into the GBMSD's sewer service area becoming a customer of the GBMSD. As part of the agreement, any significant property at the De Pere WWTP that was no longer needed by the GBMSD was turned over to the City. The initial five (5) years of this agreement there was significant property the City had a use for such as a front-end loader, pick up trucks, and miscellaneous tools. The past five (5) years the property being offered by the GBMSD is really of no use to the City. Recently, the GBMSD offered to purchase the remaining assets (see attached list) for \$7,500. Everything that is highlighted in yellow on the attached list the GBMSD needs for their operations and will not be offering these items to the City. Anything not highlighted will be offered to the City. Staff reviewed the list and the only item of interest and can be used for the City's operations is the portable man lift.

The City Attorney has reviewed this request and the only requirement that needs to be done is for the GBMSD to provide some form of document detailing the closing out of this item in the agreement. This way we would have in our files that this item in the agreement has been completed.

Staff recommends accepting the GBMSD's offer to purchase remaining significant property in the amount of \$7,500 except for the portable man lift.

ATTACHMENTS:

- Reso23-01 (PDF)
- Tangible Asset Memo City of De Pere 2023-New Water (PDF)
- GBMSD De Pere WWTP Remaining Significant Property 12-29-2022 (PDF)

RESOLUTION #23-01

APPROVING MEMORANDUM WITH GREEN BAY
METROPOLITAN SEWERAGE DISTRICT
(Transfer of Tangible Assets)

WHEREAS, the City of De Pere and NEW Water, the brand of the Green Bay Metropolitan Sewerage District, are parties to an Annexation and Consolidation Agreement dated August 29, 2007, and an Addendum thereto dated December 31, 2007, which among other terms and conditions, sets forth a detailed process for how significant property associated with the merger as identified in a Tangible Asset List ("TAL") would be returned to the City; and

WHEREAS, in the attached Memorandum, NEW Water details its offer to purchase assets from the TAL that it intends to utilize indefinitely for \$7,500.00, including tools, ladders and other identified equipment, with the exception of a scissor lift to be transferred to the City by December of 2023, and a trailer-mounted diesel pump, which would remain on the TAL; and

WHEREAS, in the interest of intergovernmental cooperation efforts in providing essential services to the community, the City desires to enter into the attached Memorandum with Green Bay Metropolitan Sewerage District, and accept the terms and conditions thereto; 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 or the Director of Public Works is authorized and directed to execute the attached Memorandum between the Green Bay

Resolution #23-01

Page 2 of 2

Metropolitan Sewerage District and the City of De Pere, as is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of January, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/09/2023



Memorandum

TO: Scott Thoresen, P.E.
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

FROM: Tom Sigmund
Executive Director
Green Bay Metropolitan Sewerage District

DATE: January 5, 2023

SUBJECT: Transfer of Tangible Assets

The City of De Pere and NEW Water, the brand of the Green Bay Metropolitan Sewerage District, entered into an Annexation and Consolidation Agreement in 2007. An addendum to the original agreement (copy attached) detailed several agreed-upon completion schedules with associated exhibits. One particular item in the agreement detailed a process for how significant property associated with the merger would be returned. The significant property was identified on the Tangible Asset List. The agreement states that NEW Water will give notice to the City of De Pere (City) when it no longer intends to use the significant property on the Tangible Asset List and will return the property to the City.

NEW Water has returned items from the Tangible Asset List to the City since this agreement was signed. Items not used by NEW Water, such as a front-end loader, riding lawn mowers, John Deere Gators, dump trucks, passenger vehicles, and various pieces of office equipment have been returned to the City. The remaining items on the Tangible Asset List that NEW Water continues to use include various hand and portable tools, ladders, and a portable pump, which are expected to be used by NEW Water indefinitely.

NEW Water's maintenance of the Tangible Asset List and staff involvement in the inventory management and transfer of unused assets back to the City has incurred staff time and effort over the past decade. With the remaining items planned to be utilized by NEW Water indefinitely, NEW Water is offering the City \$7,500.00 for the remaining items on the list including tools, ladders, and other equipment, in order to take ownership of the assets. NEW Water will transfer the Scissor Lift – JLG 2032E2 to the City of De Pere by December of 2023.

If accepted by the City, NEW Water would retain the remaining items on the Tangible Asset List, and ownership of the items would be permanently transferred to NEW Water. NEW Water would have the right to manage the remaining items as it deems appropriate.

There is a trailer-mounted, diesel powered pump utilized by NEW Water staff in the collection system and at the De Pere Facility. This asset is considerably more valuable than the money offered to buy out the remaining assets on the list. This item alone would remain on the Tangible Asset List. NEW Water intends to maintain and utilize this pump indefinitely.

Godwin Dri-Prime pump, model CD 150M, 6X6, 1500 GPM

NEW Water has appreciated working closely with the City on the transfer back of unused assets on several occasions since the agreement was signed. The interactions have been positive, professional, and have benefited both entities efforts in providing essential services to the community.

Attachment: Addendum to Annexation and Consolidation Agreement – 2007

ACKNOWLEDGEMENT OF RECEIPT:

Scott Thoresen, Director of Public Works
City of De Pere

DATE: _____

DELIVERED BY:

Thomas W. Apomard
Green Bay Metropolitan Sewerage District

DATE: 1/5/2023

COPY TO: ☐ Central File ☐ _____

ADDENDUM TO ANNEXATION AND CONSOLIDATION AGREEMENT

THIS ADDENDUM TO ANNEXATION AND CONSOLIDATION AGREEMENT is made and entered into effective December 31, 2007, by and between the Green Bay Metropolitan Sewerage District, a Wisconsin municipal corporation ("GBMSD") and the City of De Pere, a Wisconsin municipal corporation ("De Pere").

W I T N E S S E T H:

WHEREAS, GBMSD and De Pere entered into an Annexation and Consolidation Agreement ("Annexation Agreement") on August 29, 2007; and

WHEREAS, the Annexation Agreement provides that the parties will complete various schedules and exhibits to the Annexation Agreement and agree upon a closing date; and

WHEREAS, GBMSD and De Pere have reached agreement upon completion of the schedules and exhibits to the Annexation Agreement and selection of a closing date;

NOW, THEREFORE, in consideration of the foregoing and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GBMSD and De Pere agree as follows:

1. Closing. The closing of the Annexation Agreement will be effective as of midnight, December 31, 2007.
2. Tangible Asset List. The list of Tangible Assets for Schedule 2.1(a) of the Annexation Agreement is attached hereto as Exhibit A.
3. Inventory. The list of Inventory for Schedule 2.1(b) of the Annexation Agreement is attached hereto as Exhibit B.
4. Easement Property. The list of Easement Property for Schedule 2.1(f-2) of the Annexation Agreement is attached hereto as Exhibit C. De Pere acknowledges that as of the date

CENTRAL FILE

of closing of the Annexation Agreement that De Pere has been unable to secure all of the necessary easements as required by Paragraph 2.1(f) of the Annexation Agreement. GBMSD and De Pere have, therefore, agreed to enter into an Agreement Concerning Easements, a copy of which is attached as Exhibit D.

5. List of Tangible Assets and Inventory for Warranty Bill of Sale. The list of Tangible Assets and Inventory for Exhibit A to City of De Pere Warranty Bill of Sale, Exhibit 3.3(a)(iii) of the Annexation Agreement is attached hereto as Exhibit E.

6. Trail Easement. The legal description for the Trail Easement for Exhibit B to the Warranty Deed, Exhibit 3.3(a)(iv)-A of the Annexation Agreement is attached hereto as Exhibit F.

7. Easements Assigned to GBMSD. A list of the Easements assigned to GBMSD for Exhibit B to the Assignment of Easements and Conveyance of Title to Interceptors, Exhibit 3.3(a)(iv)C of the Annexation Agreement is attached as Exhibit G.

8. Bond Assumption. In lieu of the Bond Assumption Agreement referred to in Paragraph 3.3(b)(iii) and Exhibit 3.3(b)(iii) of the Annexation Agreement, GBMSD, De Pere and the State of Wisconsin have entered into a Financial Assistance Agreement Amendment, a copy of which is attached hereto as Exhibit H.

9. Reverter of Interest in Tangible Property. A list of the tangible property subject to reverter to De Pere as provided by Section 8.21 of the Annexation Agreement is attached as Exhibit I.

10. Veolia Contract. The parties acknowledge that Veolia ES Hickory Meadows Landfill, LLC ("Veolia") has not, as of the date of closing, consented to assignment of De Pere's March 2005 contract with Veolia to GBMSD. GBMSD agrees to indemnify De Pere for all post-closing costs it may incur in connection with the Veolia contract if Veolia does not consent to assignment of the contract.

11. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Other than as provided by this Agreement, the terms and conditions of the Annexation Agreement shall remain binding upon the parties.

CITY OF DE PERE:

By: Michael J. Walsh
Michael Walsh, Mayor

Countersigned:

By: Charlene M. Peterson
Charlene M. Peterson, City Clerk

GREEN BAY METROPOLITAN
SEWERAGE DISTRICT

By: Daniel J. Alesch
Daniel J. Alesch,
Commission President

EXHIBIT A

DE PERE PLANT INVENTORY

Meter Station 11A

<u>Qty</u>	<u>Item Description</u>
1	4 x 8 4-Shelf Rack

Blower Building #1

<u>Qty</u>	<u>Item Description</u>
1	Wesco drum tote (55 gallon)
1	Mobil - Bearer & circulating oil (55 gallon)
1	Hydraulic oil
1	3-Step Tilt-N-Roll

Surge Tank Control House

1	5-Shelve 2 x 8 Storage racks
1	4-Shelve 2 x 4 Storage racks
5	480 Volt Electrical Cords
7	Extension Cords
1	480 Volt convertor to 220 or 120 homemade
2	Aquamaster 3" ditch pumps
	Misc. 1 1/2 Suction & discharge
8	Sump pumps
1	Wesco Chemical drum cart/dolly (Polymer Garage)

Gravity Filter Building

<u>Qty</u>	<u>Item Description</u>
1	Toro leaf blower
1	RC Corp Electric Fogger
4	Safeway scaffolding sections
1	2-Drawer desk
2	2-Door Temsco metal storage cabinets

Chlor/Dechlor Building

<u>Qty</u>	<u>Item Description</u>
2	4-Wheel transport carts
1	SCBA MSA Model 401
1	MSA gas detection meter
2	PAX bottle air cart system
1	Allegro electric air deliver blower
2	Cabinets w/safety equipment
1	1000 lb. Portable lift



- 1 4-shelf 2 x 8 storage rack
- 1 Respiratory protection cart
- 1 15 HP Portable rotary screw compressor(Sullair)
- 3 480 Volt extension cords
- 1 Hydrotek portable pressure washer
- 1 Clemco portable sandblaster
- 1 Graco portable airless paint gun
- 1 Miller portable paint shaker
- 2 Paint storage cabinets
- 1 Spill containment pallet
- 3 Spray guns

Pump Station

<u>Qty</u>	<u>Item Description</u>
1	4 wheel transport cart

Influent Fine Screen Building

<u>Qty</u>	<u>Item Description</u>
	Nothing

Old Municipal Incinerator Building

<u>Qty</u>	<u>Item Description</u>
1	Portable hose cart w/3" & 1-1/2" hose
1	Portable hose cart w/6" suction hose & discharge hose & fittings
14	Sections Safeway scaffolding
7	2' x 8' aluminum scaffold planks
1	4,000 lb portable gantry
1	Larger portable gantry
1	Forklift work platform

Solids Handling Building

<u>Qty</u>	<u>Item Description</u>
1	3 Step Tilt-N-Roll ladders
1	Hydraulic pallet jack
1	Miller Stich portable welder

Break/Lunchroom

1	Table w/5 chairs
1	2-drawer desk
1	Cotterman 7 step tilt-n-roll
1	4 Step tilt-n-roll

- 1 3 Step tilt-n-roll
- 1 Set of 10 lockers
- Control Office**
- 1 2-Drawer metal desk w/2 chairs

Pad Mounted Switch Building

<u>Qty</u>	<u>Item Description</u>
	Nothing

Electrical Building

<u>Qty</u>	<u>Item Description</u>
	Nothing

Blower Building #2

<u>Qty</u>	<u>Item Description</u>
1	2-Drawer desk
1	4 x 6 Shelving
1	4 x 8 Shelving
1	Set of 12 Lockers
1	1000 lb. Portable lift
1	1/2 ton gantry
1	Portable Sullair 15 HP rotary screw compressor
7	Painter planks
10	Sections of 2' wide aluminum scaffolding w/2x8 aluminum platform

Administration Building - Main Office

<u>Qty</u>	<u>Item Description</u>
1	3 seat chair set
1	2 seat chair set with table
1	coffee table
1	5 drawer receptionist desk
1	Receptionist chair
1	Panasonic typewriter
3	4 drawer file cabinets
1	Dell Dimension 3000 computer w/monitor & keyboard
1	HP Laserjet 300 printer
1	coat rack
1	Dell copier

Administration Building - Shift Supervisor Office

<u>Qty</u>	<u>Item Description</u>
1	Desk w/chair
1	4 drawer file cabinet

- 1 Dell Dimension 2400 computer w/monitor & keyboard
- 1 HP Deskjet 840C printer
- 1 Rolling chair
- 2 Plastic chairs

Administration Building - Technical Services Supervisor Office

<u>Qty</u>	<u>Item Description</u>
1	3 drawer file cabinet
1	4 drawer file cabinet
2	Chairs
1	5 drawer desk w/chair
1	1 computer monitor/keyboard
1	HP 5650 printer

Administration Building - Conference Room

<u>Qty</u>	<u>Item Description</u>
1	Savin 9920DP copier
1	2 door cabinet
1	Large conference table w/6 chairs
1	Blueprint rack
2	3-row shelving units
1	2 Upholstered chairs w/arms
1	6 orange vinyl chairs
1	Sansui TV
1	Sony VCR/DVD player
1	Mita DC-2055 copier
1	Small table
1	Medium table
1	3 shelf mobile cart

Administration Building - Mike's Office

<u>Qty</u>	<u>Item Description</u>
1	5- Drawer desk w/chair & 4 drawer credenza
1	Dell Dimension 3000 computer w/monitor & keyboard 2-drawer desk
1	Canon Pixma printer
1	Fellowes paper shredder
1	Office storage cabinet
1	3 shelf file cabinet w/glass doors
1	3 shelf file cabinet
1	Vinyl chair
1	Office chair w/arms
1	3 drawer filing cabinet

Administration Building - Al's Office

<u>Qty</u>	<u>Item Description</u>
2	4 drawer metal filing cabinets
1	3 drawer/2 storage bin office cubicle
1	HP PCL5 printer
1	1 Dell Optiplex 320 computer w/monitor & keyboard

- 1 6 shelf storage shelf unit
- 1 Office chair 2/arms
- 2 chairs without arms

Administration Building - Lab

<u>Qty</u>	<u>Item Description</u>
2	2 drawer desks
2	office chairs w/arms
1	Metal 3 shelf bookshelf
1	4 drawer file cabinet

Administration Building - Downstairs Back Room

<u>Qty</u>	<u>Item Description</u>
2	2 x 8 - 4 shelf storage units
1	2 x 4 - 5 shelf storage unit
1	2 x 2 - 3 shelf storage unit

Administration Building - Downstairs Vault

<u>Qty</u>	<u>Item Description</u>
1	2 x 8 - 3 shelf storage shelf
1	2 x 6 - 4 shelf storage unit
1	2 x 6 - 5 shelf storage unit
1	5 shelf metal storage cabinet
4	5 drawer print storage cabinets

Administration Building - Downstairs Break Area

<u>Qty</u>	<u>Item Description</u>
3	Round tables
1	2 x 6 table
1	2-3 seat w/table - office furniture
12	Plastic chairs

Maintenance Inventory

<u>Qty</u>	<u>Item Description</u>
1	Clemco-Silverado sandblaster
1	Sullair(shop) air compressor, Model 6E-05,5 HP
1	Air hydraulic jack
1	Ridgid pipe threader A-700/dies
1	Ellis shop band saw Model #1600
1	Kleerflo Clearmaster parts washer Model 70B
1	Milwaukee 14" chop saw(bench)
1	Packard bench grinder
1	Milwaukee bench grinder - cat. #5051
1	Miller MP-30E D.C. portable welder
1	L-tec PCM-54i plasma torch
1	Prest-O-lite kangaroo kart (small bottle acetylene, O ₂)
1	Miller Syncrowave 250 AC/DC welder
1	Dry Rod(welding rod) oven, Type 300 Model 16C
1	David White Meridian L6-20 level, stadia, tri-pod
1	Refrigerator dolly (Dayton 3W311A)
1	Drum dolly (Magliner)
2	Cotterman Tilt-n-Roll (5-step)
1	Scissor lift -JLG 2032E2
1	Geni AWP-255 scissor pusharound 25' lift, aerial
1	Table saw - Craftsman, 10", 3 HP Model 113-298762
1	OTC- 25 ton hydraulic shop press - serial #2245
1	Shop jibe cantilever 1-ton crane
1	Lathe South Bend Nordic 15 CN 15770228M92
1	Ellis VSC drill press Model 9000
1	Clausing drill press Model 1649
1	Hydraulic jack 2-ton floor
1	Black Hawk 10-ton floor jack Model 67410
1	Rotary Lift, rolling jacks(2) RJ25000BI & RJ 25000
1	Goodwin Dri-Prime pump, model CD150M,6x6,1500 GPM
1	a) Pipe accessories
	Snow Removal Equipment
2	a) Toro CCR Powerlite 3 HP, Model 38170
1	b) Ariens ST1032, Model 924052, 10 HP
	Lawn (landscaping) Equipment
1	a) John Deere F1145 riding mower
1	b) John Deere F735 riding mower
1	c) Toro, 21" SR4 Super Recycler mower, Model 20055
1	d) Toro 22" High wheel, FWD self-propel mower, Model 20016
1	e) Lawn Chief 19" electric push mower
1	f) Sidewalk edger, Power Trim, Model 200
1	g) Remington 16" electric chain saw

- 1 h) Stihl FS 108 weedeater
- 1 l) Stihl FS 85 weedeater
- 1 j) Stihl BG 85 leaf blower
- 1 L.P. gas heater, L.B. White, Model 296E, 155,000BTUH
- 1 Battery Charger, 30 amp, Silver, Beauty, No 8270
- 1 Honda EB2500 electric generator - mobil
- 1 Sears air compressor, paint sprayer - mobil
- 1 Harvard filter system, model 87 - mobil
- 1 Sto-Away truck power crane model SR5T, 2,000#
- 1 Greenlee 555R conduit bender, 1/2" thru 2", SN #ADV0930TM
- 1 a) Special shoe group, 40 mil PVC coated, rigid
- 1 1 wall 3 lockers
- 1 Liquiddynamics waste oil drain - Model #H24164
- 2 8 x 2 4-shelf storage units
- 1 8 x 4 6-shelf storage units
- 1 1 3-shelf storage unit

Milwaukee Power Tools

- 1 Heavy duty electric drain cleaner, cat # 0566-1
- 3 14.4V cordless drills
- 1 Heavy duty circular saw, 7 1/4", cat #6365
- 1 Magnetic drill, cat # 4292-1
- 1 Heavy duty electric drill, hammer drill, cat # 5370.1
- 1 Heavy duty 4 1/2" grinder, cat #6148
- 1 Heavy duty 4 1/2" grinder, cat #6148
- 1 Heavy duty electric hammer drill, cat # 5392-1
- 1 Heavy duty sander-grinder 9", cat # 6098
- 1 Heavy duty rotary hammer, 1-1/2", cat #5347
- 2 Heavy duty sawzall, cat #6507-21
- 2 Finishing sander, cat #6061
- 1 Heavy duty jig saw, cat #6256
- 1 Heavy duty die grinder, cat #5192
- 1 Heavy duty angle reversing drill, 3/8" cat #0375-1
- 1 Heavy duty pistol grip 3/8"
- 1 Heavy duty magnum holeshooter, 1/2", cat #0234-1
- 1 Heavy duty 1/2" drill, cat #1660-1
- 1 Heavy duty band saw
- 1 Heavy duty flashlight

Wall of Manual Tools

- 1 Rigid 48" pipe wrench
- 1 Rigid 36" pipe wrench
- 2 Levels
- 7 Pliers

- 7 C-clamps
- 3 Box cutters
- 2 Blue handle channel locks
- 15 Screwdrivers
- 15 Wrenches (7 -22 Incl)
- 22 Wrenches (3/8 - 1-1/2)
- 6 Metric westward wrench set
- 5 Hammers
- 5 Parts storage racks 48" x 8"
- 1 Craftsman saw
- 1 Square
- 7 Pipe wrenches

Other Power Tools

- 1 Hilti TE 5 hammer drill, SN 201004
- 1 Porter Cable 3/8" electric drill, model 2620HD
- 1 Ingersoll-Rand electric impact wrench, 1/2", model 8049
- 1 Pneumatic:
 - a) Chicago air wrench CP9650
 - b) Porter Cable impact wrench, PT502, 1/2"
 - c) Rockwell impact wrench, model 2210
 - d) Chicago speed ratchet, CP 9429
- 1 DeWalt heavy duty 1-1/2 HP router, DW610
- 1 Ingersoll Rand pneumatic needle gun, model 182 (2)
- 1 Black & Decker die grinder type 101

Vehicles

- 1 Truck 214, 2000 Sterling dump truck, model Y101064
 - a) 11.4 cu. Yd. Plastic dump box
- 1 Truck 215, 1992 GMC 2500 3/4 ton, 4WD w/ Western snowplow
- 1 Truck 216, 1994 International dump truck, model 2654
 - a) 20 cu. yd. dump box
- 1 Truck 217, 1999 Ford Econoline E-150 Maintenance Van, V-6
- 1 Truck 218, 1996 Ford Ecololine E-150 Sample Van, V-6
- 1 2001 Volvo L45B-TP front end loader, 2.1 cu. yd.
- 1 John Deere Gators: Model 4 x 2
 - a) 1995A Operations W004x2x006541
 - b) 1995B Yards & Grounds W004x2x006495
 - c) 2003 Maintenance W004x2x078504
 - d) 2004 Maintenance W004x2x106014
 - e) 2005 Maintenance W004x25D00783
 - f) 2006 Maintenance W004x25D011002
- 1 Allis Chalmers ACP 60 Sith 731 Lift truck

Maintenance Building

- 1 Wall of storage boxes for screws/bolts/nuts, etc.
- 1 2 Walls of 6 lockers
- 1 Work area 4-door cabinet
- 1 Work area 4-drawer desk w/chair
- 1 1 door storage cabinet
- 2 2-door storage cabinets
- 5 Work benches
- 2 1 1/2 ton CM come-along
- 1 3/4 ton CM come-along
- 1 3/4 ton Dayton come-along
- 1 3/4 ton Coffing come-along
- 1 1- 1 ton Lug-all come-along
- 2 1 1/2 ton Coffing come-along

Office Area of Maintenance Building

- 2 4 drawer cabinets
- 2 3 shelf shelves
- 1 5 drawer desk
- 1 table
- 1 office chair w/arms
- 1 office chair
- 1 2 drawer file cabinet
- 1 HP 842C printer
- 1 Dell computer/monitor/keyboard

Ladder Inventory

	<u>Length(Ft.)</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Location</u>
1)	3.5	Step	Cosco	Solids Elec. Room
2)	4	Step	Louisville	Slaker
3)	4	Step	Werner	Maintenance Van
4)	4	Step	Green Bull	Maintenance
5)	6	Step	Werner	Grit Garage
6)	6	Platform	Bauer	Solids Level 5
7)	6	Platform	N.A.	Solids Garage
8)	6	Step	Louisville	Maintenance
9)	6	Step	Green Bull	Administration
10)	6	Step	Green Bull	Intermediate
11)	6	Step	Green Bull	BB #2
12)	8	Step	Green Bull	Filter Building
13)	8	Step	Green Bull	Electric Building
14)	8	Step	N.A.	Solids Main Floor
15)	8	Platform	N.A.	Solids Main Floor
16)	8	Step	Louisville	GBT
17)	8	Step	Werner	BFP
18)	8	Step	Werner	Pump Station
19)	8	Step	Werner	BB #2 Mezzanine
20)	10	Step	Werner	Service Building
21)	10	Step	Green Bull	Tunnel
22)	10	Step	Werner	Maintenance
23)	10	Step	N.A.	Level 4 Inc.
24)	12	Step	N.A.	Solids

Extension Ladders

	<u>Length(Ft.)</u>	<u>Manufacturer</u>	<u>Location</u>
1)	40		BB#1
2)	20 (1/2 of 40)		BB#1
3)	12 (1/2 of 24)		Polymer Bulk
4)	20 (1/2 of 40)		BFP
5)	28	Louisville	BFP
6)	20		BFP
7)	8 (1/2 of 16)		Intermediate
8)	8 (1/2 of 16)		Digester Building

EXHIBIT B

**DE PERE WASTEWATER TREATMENT PLANT
INVENTORY**

Ferric Chloride	<u>6,100</u> gallons
Ground Lime	<u>60,000</u> pounds
10% solution Muriatic Acid	<u>1,800</u> gallons
Conc. Muriatic Acid 20	<u>550</u> gallons
Polymer	<u>4,400</u> gallons
Sodium Bisulfite	<u>2,440</u> gallons
Sodium Hypochlorite (15%)	<u>2,575</u> gallons

*The parties acknowledge that portions of the above noted inventory will be used in the normal course of operating the De Pere Plant between December 27, 2007 and closing on December 31, 2007.

gb154275_1

EXHIBIT C

EXHIBIT BEASEMENTS TO BE ASSIGNED

- | | |
|----------------------------------|-------------------------------|
| 1. Vol. 1117 Records Pg. 57 | 43. Vol. 1128 Records Pg. 396 |
| 2. Vol. 15 Misc. Records Pg. 193 | 44. Jacket 3178 Image 34 |
| 3. Vol. 29 Records Pg. 193 | 45. Jacket 3023 Image 44 |
| 4. Vol. 29 Records Pg. 234 | 46. Jacket 2918 Image 18 |
| 5. Vol. 29 Records Pg. 194 | 47. Jacket 2918 Image 12 |
| 6. Vol. 29 Records Pg. 195 | 48. Jacket 1085 Image 16 |
| 7. Vol. 29 Records Pg. 196 | 49. Vol. 919 Records Pg. 489 |
| 8. Vol. 90 Mortgages Pg. 173 | 50. Jacket 5098 Image 19 |
| 9. Vol. 652 Records Pg. 374 | 51. Vol. 31 Records Pg. 564 |
| 10. Vol. 29 Records Pg. 197 | 52. Vol. 648 Records Pg. 75 |
| 11. Vol. 29 Records Pg. 198 | 53. Vol. 648 Records Pg. 56 |
| 12. Vol. 29 Records Pg. 199 | 54. Vol. 648 Records Pg. 70 |
| 13. Vol. 29 Records Pg. 200 | 55. Vol. 648 Records Pg. 54 |
| 14. Jacket 2918 Image 6 | 56. Vol. 648 Records Pg. 72 |
| 15. Vol. 648 Records Page 60 | 57. Vol. 648 Records Pg. 68 |
| 16. Jacket 3023 Image 40 | 58. Doc. No. 1733839 |
| 17. Vol. 648 Records Pg. 62 | 59. Vol. 648 Records Pg. 66 |
| 18. Jacket 2918 Image 14 | 60. Vol. 648 Records Pg. 58 |
| 19. Vol. 648 Pg. 64 | 61. Doc. No. 1733838 |
| 20. Jacket 3567 Image 37 | 62. Doc. No. 1635973 |
| 21. Jacket 2918 Image 16 | 63. 13 CSM 5, Map 2646 |
| 22. Jacket 2918 Image 20 | 64. 29 CSM 300, Map 4613 |
| 23. Vol. 1114 Pg. 223 | 65. 15 CSM 237, Map 2987 |
| 24. Jacket 3567 Image 39 | 66. 47 CSM 116, Map 6984 |
| 25. Doc. No. 912340 | 67. 21 CSM 249, Map 3755 |
| 26. Jacket 3023 Image 42 | 68. 36 CSM 217, Map 5535 |
| 27. Vol. 29 Records Pg. 201 | |
| 28. Vol. 29 Records Pg. 202 | |
| 29. Vol. 29 Records Pg. 203 | |
| 30. Vol. 29 Records Pg. 204 | |
| 31. Vol. 29 Records Pg. 205 | |
| 32. Vol. 29 Records Pg. 206 | |
| 33. Vol. 29 Records Pg. 207 | |
| 34. Vol. 29 Records Pg. 208 | |
| 35. Vol. 813 Records Pg. 265 | |
| 36. Vol. 813 Records Pg. 263 | |
| 37. Vol. 813 Records Pg. 264 | |
| 38. Vol. 813 Records Pg. 266 | |
| 39. Vol. 813 Records Pg. 268 | |
| 40. Vol. 813 Records Pg. 270 | |
| 41. Vol. 838 Records Pg. 153 | |
| 42. Jacket 2918 Image 10 | |

gb154228_1

EXHIBIT D

AGREEMENT CONCERNING EASEMENTS

This Agreement Concerning Easements (the "Agreement") is made and entered into effective December 31, 2007, by and between the Green Bay Metropolitan Sewerage District, a Wisconsin municipal corporation ("GBMSD") and the City of De Pere, a Wisconsin municipal corporation ("De Pere").

WITNESSETH:

WHEREAS, GBMSD and De Pere entered into an Annexation and Consolidation Agreement dated August 29, 2007 ("Annexation Agreement"); and

WHEREAS, Paragraph 2.1(f) and Schedule 2.1(f-2) require that De Pere, at its cost, secure and assign to GBMSD at closing all necessary easements for the Interceptor System being transferred to GBMSD as a result of the Annexation Agreement; and

WHEREAS, by the time of the closing of the Annexation Agreement on December 31, 2007, De Pere has been unable to secure all of the necessary easements as required by Paragraph 2.1(f) and Schedule 2.1(f-2) of the Annexation Agreement; and

WHEREAS, GBMSD and De Pere wish to enter into this Agreement to provide De Pere with additional time to secure the necessary easements required by Paragraph 2.1(f) and Schedule 2.1(f-2) of the Annexation Agreement.

TERMS OF THE AGREEMENT

1. De Pere's Obligation to Secure Easements. On or before April 30, 2008, De Pere shall secure, at its cost, all necessary easements for the Ninth Street and Ashwaubenon Creek portions of the Interceptor System transferred to the GBMSD as a result of the Annexation Agreement and shall secure all necessary easements for the remaining portions of the Interceptor System no later than June 30, 2008. The easements shall be assigned to GBMSD.

2. GBMSD's Right to Secure Easements. In the event De Pere fails to fully comply with its obligations under Paragraph 1, above, to secure the easements required by Paragraph

2.1(f) and Schedule 2.1(f-2) of the Annexation Agreement by the required deadlines, GBMSD shall have the right to take all necessary actions to secure the necessary easements for the Interceptor System. De Pere shall reimburse and indemnify GBMSD for all of its expenses in securing such easements, including, but not limited to, acquisition costs for the easements and reasonable legal expenses, including attorney's fees.

3. Indemnification By De Pere. To the extent that De Pere fails to fully comply with the requirements of Paragraph 2.1(f) and Schedule 2.1(f-2) of the Annexation Agreement and/or the requirements of this Agreement with regard to securing easements for the Interceptor System transferred to GBMSD, De Pere shall indemnify and hold harmless GBMSD from and against any and all expenses and losses suffered or incurred by GBMSD arising out of De Pere's failure to obtain the necessary easements, including but not limited to, GBMSD's cost to acquire the easements, claims or causes of actions by third parties, and litigation expenses, including reasonable attorney's fees.

4. Governing Law. This Agreement is governed by Wisconsin law.

CITY OF DE PERE:

By: _____
Michael Walsh, Mayor

Countersigned:

By: _____
Charlene M. Peterson, City Clerk

GREEN BAY METROPOLITAN
SEWERAGE DISTRICT

By: _____
Daniel J. Alesch, President

gb154147_1

EXHIBIT E

DE PLENE PLANT INVENTORY

Meter Station 11A

<u>Qty</u>	<u>Item Description</u>
------------	-------------------------

1	4 x 8 4-Shelf Rack
---	--------------------

Blower Building #1

<u>Qty</u>	<u>Item Description</u>
------------	-------------------------

1	Wesco drum tote (55 gallon)
1	Mobil - Bearer & circulating oil (55 gallon)
1	Hydraulic oil
1	3-Step Tilt-N-Roll

Surge Tank Control House

1	5-Shelve 2 x 8 Storage racks
1	4-Shelve 2 x 4 Storage racks
5	480 Volt Electrical Cords
7	Extension Cords
1	480 Volt convertor to 220 or 120 homemade
2	Aquamaster 3" ditch pumps
	Misc. 1 1/2 Suction & discharge
8	Sump pumps
1	Wesco Chemical drum cart/dolly (Polymer Garage)

Gravity Filter Building

<u>Qty</u>	<u>Item Description</u>
------------	-------------------------

1	Toro leaf blower
1	RC Corp Electric Fogger
4	Safeway scaffolding sections
1	2-Drawer desk
2	2-Door Temsco metal storage cabinets

Chlor/Dechlor Building

<u>Qty</u>	<u>Item Description</u>
------------	-------------------------

2	4-Wheel transport carts
1	SCBA MSA Model 401
1	MSA gas detection meter
2	PAX bottle air cart system
1	Allegro electric air deliver blower
2	Cabinets w/safety equipment
1	1000 lb. Portable lift

- 1 4-shelf 2 x 8 storage rack
- 1 Respiratory protection cart
- 1 15 HP Portable rotary screw compressor(Sullair)
- 3 480 Volt extension cords
- 1 Hydrotek portable pressure washer
- 1 Clemco portable sandblaster
- 1 Graco portable airless paint gun
- 1 Miller portable paint shaker
- 2 Paint storage cabinets
- 1 Spill containment pallet
- 3 Spray guns

Pump Station

<u>Qty</u>	<u>Item Description</u>
1	4 wheel transport cart

Influent Fine Screen Building

<u>Qty</u>	<u>Item Description</u>
	Nothing

Old Municipal Incinerator Building

<u>Qty</u>	<u>Item Description</u>
1	Portable hose cart w/3" & 1-1/2" hose
1	Portable hose cart w/6" suction hose & discharge hose & fittings
14	Sections Safeway scaffolding
7	2' x 8' aluminum scaffold planks
1	4,000 lb portable gantry
1	Larger portable gantry
1	Forklift work platform

Solids Handling Building

<u>Qty</u>	<u>Item Description</u>
1	3 Step Tilt-N-Roll ladders
1	Hydraulic pallet jack
1	Miller Stich portable welder

Break/Lunchroom

- 1 Table w/5 chairs
- 1 2-drawer desk
- 1 Cotterman 7 step tilt-n-roll
- 1 4 Step tilt-n-roll

- 1 3 Step tilt-n-roll
- 1 Set of 10 lockers
- Control Office**
- 1 2-Drawer metal desk w/2 chairs

Pad Mounted Switch Building

<u>Qty</u>	<u>Item Description</u>
	Nothing

Electrical Building

<u>Qty</u>	<u>Item Description</u>
	Nothing

Blower Building #2

<u>Qty</u>	<u>Item Description</u>
1	2-Drawer desk
1	4 x 6 Shelving
1	4 x 8 Shelving
1	Set of 12 Lockers
1	1000 lb. Portable lift
1	1/2 ton gantry
1	Portable Sullair 15 HP rotary screw compressor
7	Painter planks
10	Sections of 2' wide aluminum scaffolding w/2x8 aluminum platform

Administration Building - Main Office

<u>Qty</u>	<u>Item Description</u>
1	3 seat chair set
1	2 seat chair set with table
1	coffee table
1	5 drawer receptionist desk
1	Receptionist chair
1	Panasonic typewriter
3	4 drawer file cabinets
1	Dell Dimension 3000 computer w/monitor & keyboard
1	HP Laserjet 300 printer
1	coat rack
1	Dell copier

Administration Building - Shift Supervisor Office

<u>Qty</u>	<u>Item Description</u>
1	Desk w/chair
1	4 drawer file cabinet

- 1 Dell Dimension 2400 computer w/monitor & keyboard
- 1 HP Deskjet 840C printer
- 1 Rolling chair
- 2 Plastic chairs

Administration Building - Technical Services Supervisor Office

<u>Qty</u>	<u>Item Description</u>
1	3 drawer file cabinet
1	4 drawer file cabinet
2	Chairs
1	5 drawer desk w/chair
1	1 computer monitor/keyboard
1	HP 5650 printer

Administration Building - Conference Room

<u>Qty</u>	<u>Item Description</u>
1	Savin 9920DP copier
1	2 door cabinet
1	Large conference table w/6 chairs
1	Blueprint rack
2	3-row shelving units
1	2 Upholstered chairs w/arms
1	6 orange vinyl chairs
1	Sansui TV
1	Sony VCR/DVD player
1	Mita DC-2055 copier
1	Small table
1	Medium table
1	3 shelf mobile cart

Administration Building - Mike's Office

<u>Qty</u>	<u>Item Description</u>
1	5- Drawer desk w/chair & 4 drawer credenza
1	Dell Dimension 3000 computer w/monitor & keyboard 2-drawer desk
1	Canon Pixma printer
1	Fellowes paper shredder
1	Office storage cabinet
1	3 shelf file cabinet w/glass doors
1	3 shelf file cabinet
1	Vinyl chair
1	Office chair w/arms
1	3 drawer filing cabinet

Administration Building - Al's Office

<u>Qty</u>	<u>Item Description</u>
2	4 drawer metal filing cabinets
1	3 drawer/2 storage bin office cubicle
1	HP PCL5 printer
1	1 Dell Optiplex 320 computer w/monitor & keyboard

- 1 6 shelf storage shelf ur.
- 1 Office chair 2/arms
- 2 chairs without arms

Administration Building - Lab

<u>Qty</u>	<u>Item Description</u>
2	2 drawer desks
2	office chairs w/arms
1	Metal 3 shelf bookshelf
1	4 drawer file cabinet

Administration Building - Downstairs Back Room

<u>Qty</u>	<u>Item Description</u>
2	2 x 8 - 4 shelf storage units
1	2 x 4 - 5 shelf storage unit
1	2 x 2 - 3 shelf storage unit

Administration Building - Downstairs Vault

<u>Qty</u>	<u>Item Description</u>
1	2 x 8 - 3 shelf storage shelf
1	2 x 6 - 4 shelf storage unit
1	2 x 6 - 5 shelf storage unit
1	5 shelf metal storage cabinet
4	5 drawer print storage cabinets

Administration Building - Downstairs Break Area

<u>Qty</u>	<u>Item Description</u>
3	Round tables
1	2 x 6 table
1	2-3 seat w/table - office furniture
12	Plastic chairs

Maintenance Inventory

<u>Qty</u>	<u>Item Description</u>
1	Clemco-Silverado sandblaster
1	Sullair(shop) air compressor, Model 6E-05,5 HP
1	Air hydraulic jack
1	Ridgid pipe threader A-700/dies
1	Ellis shop band saw Model #1600
1	Kleerflo Clearmaster parts washer Model 70B
1	Milwaukee 14" chop saw(bench)
1	Packard bench grinder
1	Milwaukee bench grinder - cat. #5051
1	Miller MP-30E D.C. portable welder
1	L-tec PCM-54i plasma torch
1	Prest-O-lite kangaroo kart (small bottle acetylene, O ₂)
1	Miller Syncrowave 250 AC/DC welder
1	Dry Rod(welding rod) oven, Type 300 Model 16C
1	David White Meridian L6-20 level, stadia, tri-pod
1	Refrigerator dolly (Dayton 3W311A)
1	Drum dolly (Magliner)
2	Cotterman Tilt-n-Roll (5-step)
1	Scissor lift -JLG 2032E2
1	Geni AWP-255 scissor pusharound 25' lift, aerial
1	Table saw - Craftsman, 10", 3 HP Model 113-298762
1	OTC- 25 ton hydraulic shop press - serial #2245
1	Shop jibe cantilever 1-ton crane
1	Lathe South Bend Nordic 15 CN 15770228M92
1	Ellis VSC drill press Model 9000
1	Clausing drill press Model 1649
1	Hydraulic jack 2-ton floor
1	Black Hawk 10-ton floor jack Model 67410
1	Rotary Lift, rolling jacks(2) RJ25000BI & RJ 25000
	Goodwin Dri-Prime pump, model CD150M,6x6,1500 GPM
1	a) Pipe accessories
	Snow Removal Equipment
2	a) Toro CCR Powerlite 3 HP, Model 38170
1	b) Ariens ST1032, Model 924052, 10 HP
	Lawn (landscaping) Equipment
1	a) John Deere F1145 riding mower
1	b) John Deere F735 riding mower
1	c) Toro, 21" SR4 Super Recycler mower, Model 20055
1	d) Toro 22" High wheel, FWD self-propel mower, Model 20016
1	e) Lawn Chief 19" electric push mower
1	f) Sidewalk edger, Power Trim, Model 200
1	g) Remington 16" electric chain saw

- 1 h) Stihl FS 108 weedeater
- 1 i) Stihl FS 85 weedeater
- 1 j) Stihl BG 85 leaf blower
- 1 L.P. gas heater, L.B. White, Model 296E, 155,000BTUH
- 1 Battery Charger, 30 amp, Silver, Beauty, No 8270
- 1 Honda EB2500 electric generator - mobil
- 1 Sears air compressor, paint sprayer - mobil
- 1 Harvard filter system, model 87 - mobil
- 1 Sto-Away truck power crane model SR5T, 2,000#
- Greenlee 555R conduit bender, 1/2" thru 2", SN #ADV0930TM
- 1 a) Special shoe group, 40 mil PVC coated, rigid
- 1 1 wall 3 lockers
- 1 Liquiddynamics waste oil drain - Model #H24164
- 2 8 x 2 4-shelf storage units
- 1 8 x 4 6-shelf storage units
- 1 1 3-shelf storage unit

Milwaukee Power Tools

- 1 Heavy duty electric drain cleaner, cat # 0566-1
- 3 14.4V cordless drills
- 1 Heavy duty circular saw, 7 1/4", cat #6365
- 1 Magnetic drill, cat # 4292-1
- 1 Heavy duty electric drill, hammer drill, cat # 5370.1
- 1 Heavy duty 4 1/2" grinder, cat #6148
- 1 Heavy duty 4 1/2" grinder, cat #6148
- 1 Heavy duty electric hammer drill, cat # 5392-1
- 1 Heavy duty sander-grinder 9", cat # 6098
- 1 Heavy duty rotary hammer, 1-1/2", cat #5347
- 2 Heavy duty sawzall, cat #6507-21
- 2 Finishing sander, cat #6061
- 1 Heavy duty jig saw, cat #6256
- 1 Heavy duty die grinder, cat #5192
- 1 Heavy duty angle reversing drill, 3/8" cat #0375-1
- 1 Heavy duty pistol grip 3/8"
- 1 Heavy duty magnum horeshooter, 1/2", cat #0234-1
- 1 Heavy duty 1/2" drill, cat #1660-1
- 1 Heavy duty band saw
- 1 Heavy duty flashlight

Wall of Manual Tools

- 1 Rigid 48" pipe wrench
- 1 Rigid 36" pipe wrench
- 2 Levels
- 7 Pliers

- 7 C-clamps
- 3 Box cutters
- 2 Blue handle channel locks
- 15 Screwdrivers
- 15 Wrenches (7 -22 Incl)
- 22 Wrenches (3/8 - 1-1/2)
- 6 Metric westward wrench set
- 5 Hammers
- 5 Parts storage racks 48" x 8"
- 1 Craftsman saw
- 1 Square
- 7 Pipe wrenches

Other Power Tools

- 1 Hilti TE 5 hammer drill, SN 201004
- 1 Porter Cable 3/8" electric drill, model 2620HD
- 1 Ingersoll-Rand electric impact wrench, 1/2", model 8049
- 1 Pneumatic:
 - a) Chicago air wrench CP9650
 - b) Porter Cable impact wrench, PT502, 1/2"
 - c) Rockwell impact wrench, model 2210
 - d) Chicago speed ratchet, CP 9429
- 1 DeWalt heavy duty 1-1/2 HP router, DW610
- 1 Ingersoll Rand pneumatic needle gun, model 182 (2)
- 1 Black & Decker die grinder type 101

Vehicles

- 1 Truck 214, 2000 Sterling dump truck, model Y101064
 - a) 11.4 cu. Yd. Plastic dump box
- 1 Truck 215, 1992 GMC 2500 3/4 ton, 4WD w/ Western snowplow
- 1 Truck 216, 1994 International dump truck, model 2654
 - a) 20 cu. yd. dump box
- 1 Truck 217, 1999 Ford Econoline E-150 Maintenance Van, V-6
- 1 Truck 218, 1996 Ford Econoline E-150 Sample Van, V-6
- 1 2001 Volvo L45B-TP front end loader, 2.1 cu. yd.
- 1 John Deere Gators: Model 4 x 2
 - a) 1995A Operations W004x2x006541
 - b) 1995B Yards & Grounds W004x2x006495
 - c) 2003 Maintenance W004x2x078504
 - d) 2004 Maintenance W004x2x106014
 - e) 2005 Maintenance W004x25D00783
 - f) 2006 Maintenance W004x25D011002
- 1 Allis Chalmers ACP 60 Sith 731 Lift truck

Maintenance Building

- 1 Wall of storage boxes for screws/bolts/nuts, etc.
- 1 2 Walls of 6 lockers
- 1 Work area 4-door cabinet
- 1 Work area 4-drawer desk w/chair
- 1 1 door storage cabinet
- 2 2-door storage cabinets
- 5 Work benches
- 2 1 1/2 ton CM come-along
- 1 3/4 ton CM come-along
- 1 3/4 ton Dayton come-along
- 1 3/4 ton Coffing come-along
- 1 1- 1 ton Lug-all come-along
- 2 1 1/2 ton Coffing come-along

Office Area of Maintenance Building

- 2 4 drawer cabinets
- 2 3 shelf shelves
- 1 5 drawer desk
- 1 table
- 1 office chair w/arms
- 1 office chair
- 1 2 drawer file cabinet
- 1 HP 842C printer
- 1 Dell computer/monitor/keyboard

Ladder Inventory

	<u>Length(Ft.)</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Location</u>
1)	3.5	Step	Cosco	Solids Elec. Room
2)	4	Step	Louisville	Slaker
3)	4	Step	Werner	Maintenance Van
4)	4	Step	Green Bull	Maintenance
5)	6	Step	Werner	Grit Garage
6)	6	Platform	Bauer	Solids Level 5
7)	6	Platform	N.A.	Solids Garage
8)	6	Step	Louisville	Maintenance
9)	6	Step	Green Bull	Administration
10)	6	Step	Green Bull	Intermediate
11)	6	Step	Green Bull	BB #2
12)	8	Step	Green Bull	Filter Building
13)	8	Step	Green Bull	Electric Building
14)	8	Step	N.A.	Solids Main Floor
15)	8	Platform	N.A.	Solids Main Floor
16)	8	Step	Louisville	GBT
17)	8	Step	Werner	BFP
18)	8	Step	Werner	Pump Station
19)	8	Step	Werner	BB #2 Mezzanine
20)	10	Step	Werner	Service Building
21)	10	Step	Green Bull	Tunnel
22)	10	Step	Werner	Maintenance
23)	10	Step	N.A.	Level 4 Inc.
24)	12	Step	N.A.	Solids

Extension Ladders

	<u>Length(Ft.)</u>	<u>Manufacturer</u>	<u>Location</u>
1)	40		BB#1
2)	20 (1/2 of 40)		BB#1
3)	12 (1/2 of 24)		Polymer Bulk
4)	20 (1/2 of 40)		BFP
5)	28	Louisville	BFP
6)	20		BFP
7)	8 (1/2 of 16)		Intermediate
8)	8 (1/2 of 16)		Digester Building

DE PERE WASTEWATER TREATMENT PLANT
INVENTORY

Ferric Chloride	<u>6,100</u> gallons
Ground Lime	<u>60,000</u> pounds
10% solution Muriatic Acid	<u>1,800</u> gallons
Conc. Muriatic Acid 20	<u>550</u> gallons
Polymer	<u>4,400</u> gallons
Sodium Bisulfite	<u>2,440</u> gallons
Sodium Hypochlorite (15%)	<u>2,575</u> gallons

*The parties acknowledge that portions of the above noted inventory will be used in the normal course of operating the De Pere Plant between December 27, 2007 and closing on December 31, 2007.

gb154275_1

EXHIBIT F

1

15' (FOOT) PEDESTRIAN TRAIL EASEMENT

Easement being located in part of Parcel C and in part of Parcel D of Lots Ninety-six (96) and Ninety-seven (97), Private Claim Twenty-six (26), according to the recorded Assessor's Subdivision of West De Pere, in the City of De Pere, west side of the Fox River, Brown County, Wisconsin.

A 15' (foot) pedestrian trail easement over certain portions of the property as such are described hereon and as shown on the attached *easement sketch*. The *west line* of the 15' (foot) easement is described as follows:

Commencing at the northwest corner of the tract of land described in Volume 372 Deeds, Page 281, Brown County Records; thence southeasterly 64 degrees along the north line of said "Parcel C", a distance of 1,135 feet more or less, to the intersection of the Fox River meander line which is the point of beginning;

thence southwesterly S 10°27'13" W following said meander line, a distance of 179.44 more or less,

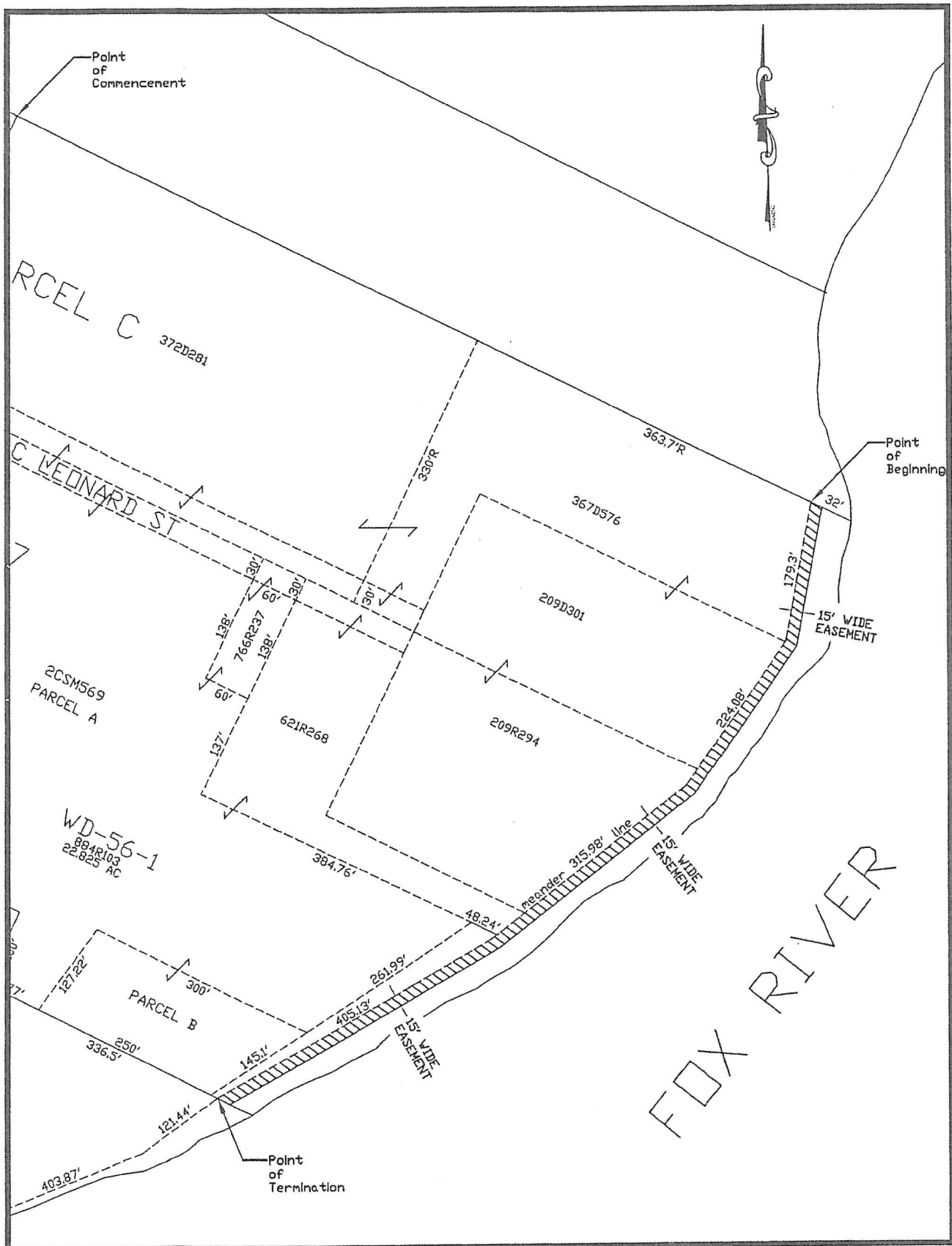
thence southwesterly S 34°34'10" W following said meander line, a distance of 224.08 more or less,

thence southwesterly S 52°48'30" W following said meander line, a distance of 315.98 more or less,

thence southwesterly S 60°05'10" W following said meander line, a distance of 405.13 more or less to the south line of said "Parcel D", the point of termination.

Tax Parcel No.: WD-56-1

Easement Sketch



De Pere Asset Inventory

	Returned	Item	Description
9	32048	COMPUTER - DELL	DELL DIMENSION 2400 COMPUTER W/MONITOR
22	32061	STORAGE UNIT	2 X 8 - 3 SHELF STORAGE UNIT
23	32062	STORAGE UNIT	2 X 7 - 5 SHELF STORAGE UNIT
42	32086	PRINTER	HP DESKJET 840C PRINTER
45	32091	CABINET - 4 DRAWER	4 DRAWER METAL FILING CABINET
47	32093	COMPUTER	COMPUTER WITH MONITOR AND KEYBOARD
57	32103	CABINET	5 DRAWER PRINT STORAGE CABINET
59	32105	STORAGE UNIT	2 X 8 - 4 SHELF STORAGE UNIT
115	32163	LADDER 6-FOOT	GREEN BULL 6-STEP LADDER
257	32291	LADDER 6-FOOT	6 FOOT LADDER
264	32079/80/81	COMPUTER - DELL	DELL DIMENSION 3000 W/MONITOR, KEYBD & 2 DRWR DESK
269	Expired	COMPUTER - DELL	DELL DIMENSION 3000 COMPUTER W/MONITOR
270	Expired	COMPUTER - DELL	DELL OPTIPLEX 320 COMPUTER W/MONITOR
271	Expired	COPIER	MITA CD-2055 COPIER
274	Expired	PRINTER	HP LASERJET 300 PRINTER
275	Expired	PRINTER	HP PCL5 PRINTER
277	Expired	PRINTER	HP 5650 PRINTER
284	Returned	COPIER	SAVIN 9920DP COPIER
248	32282	LADDER 10-FOOT	10 FOOT STEP LADDER
261	32295	LADDER 3.5 FOOT	WERNER 3.5 STEP LADDER
122	32170	COMPRESSOR	SEARS AIR COMPRESSOR - PAINT SPRAYER - MOBIL
182	32216	TOTE, WESCO DRUM	WESCO DRUM TOTE (55 GALLON)
183	32217	LADDER 3-STEP	3 STEP TILT-N-ROLL LADDER
195	32229	GANTRY	1/2 TON GANTRY
237	32271	PORTABLE COMPRESSOR	PORTABLE SULLAIR 15 HP ROTARY SCREW COMPRESSOR
238	32272	LADDER 8-FOOT	GREEN BULL 8 FOOT LADDER
239	32273	PORTABLE LIFT	1,000 LB PORTABLE LIFT
241	32275/012591	SHELVING	4 X 8 SHELVING
242	32276/012591	SHELVING	4 X 6 SHELVING
249	32283	LADDER 28 FOOT	LOUISVILLE 24 FOOT EXTENSION LADDER
263	32297	RACK W/4 SHELVES	4-SHELF 4X8 STORAGE RACK
199	32233	CART - 4 WHEEL	4-WHEEL TRANSPORT CART
200	32234	ELECTRIC AIR BLOWER	ALLEGRO ELECTRIC AIR DELIVER BLOWER
201	32235	CABINET W/SAFETY EQUIP	CABINET WITH SAFETY EQUIPMENT
202	32236	PORTABLE LIFT	1000 LB PORTABLE LIFT
203	32237	RACK W/ 4 SHELVES	4-SHELF 2X8 STORAGE RACK
204	32238	CART	RESPIRATORY PROTECTION CART
205	32239	PALLET, SPILL CONTAINMENT	SPILL CONTAINMENT PALLET
206	32240	CABINET	PAINT STORAGE CABINET
207	32241/012861	PAINT SHAKER	MILLER PORTABLE PAINT SHAKER
216	32250	COMPRESSOR	15 HP PORTABLE ROTARY SCREW COMPRESSOR
231	32265	LADDER 8-FOOT	LOUISVILLE 8 FOOT STEP LADDER
193	32227	LEAF BLOWER	TORO LEAF BLOWER
194	32228	ELECTRIC FOGGER	RC CORP ELECTRIC FOGGER
196	32230	CABINET 2-DOOR	2-DOOR TEMSCO METAL STORAGE CABINET
258	32292	LADDER 8-FOOT	8 FOOT STEP LADDER
62	32108	SANDBLASTER	CLEMCO-SILVERADO SANDBLASTER
64	32110/012855	JACK	AIR HYDRAULIC JACK
65	32113	CABINET	WORK AREA 4-DOOR CABINET
67	32115	COME ALONG	1-1/2 TON CM COME-ALONG
68	32116	COME ALONG	3/4 TON DAYTON COME-ALONG
69	32117	COME ALONG	3/4 TON COFFING COME-ALONG
70	32118	COME ALONG	ONE TON LUG-ALL COME-ALONG
71	32119	COME ALONG	1-1/2 TON COFFING COME-ALONG
72	32120	COME ALONG	3/4 TON CM COME-ALONG
73	32121	CABINET	1 DOOR STORAGE CABINET
74	32122	CABINET	2 DOOR STORAGE CABINET
75	32123	BENCH	WORK BENCH
81	32129	COMPUTER - DELL	DELL COMPUTER WITH/MONITOR
82	32130	LADDER 4-FOOT	WERNER 4 STEP LADDER
83	32131	LADDER 6-FOOT	LOUISVILLE 6 STEP LADDER
84	32132	BAND SAW	ELLIS SHOP BAND SAW MODEL #1600
86	32134	PIPE THREADER	RIDGID PIPE THREADER A-700/DIES

87	32135	SAW	MILWAUKEE 14" CHOPSAW (BENCH)
88	32136	BENCH GRINDER	PACKARD BENCH GRINDER
89	32137	BENCH GRINDER	MILWAUKEE BANCH GRINDER - CAT #5051
90	32138	PORTABLE WELDER	MILLER MP-30E D.C. PORTABLE WELDER
92	32140	CART	PREST-O-LITE KANGAROO CART
94	32142	DRY ROD OVEN	DRY ROD WELDING OVEN, TYPE 300 MODEL 16C
96	32144	DOLLY	REFRIGERATOR DOLLY - DAYTON 3W311A
97	32145	DOLLY	DRUM DOLLY (MAGLINER)
98	32146	LADDER 5-STEP	COTTERMAN TILT-N-ROLL 5 STEP LADDER
99	32147	LIFT	SCISSOR LIFT - JLG 2032E2
100	32148	LIFT	GENI AWP 255 SCISSOR PUSHAROUND 25' AERIAL LIFT
101	32149	SAW	CRAFTSMAN 10" TABLE SAW-3HP MODEL 113-298762
102	32150	HYDRAULIC PRESS	OTC 25 TON HYDRAULIC SHOP PRESS-SERIAL #2245
103	32151	CRANE	SHOP JIBE CANTILEVER 1-TON CRANE
104	32152	LATHE	LATHE SOUTH BEND NORDIC 15 CN 15770228M92
105	32153	DRILL PRESS	ELLIS VSC DRILL PRESS MODEL 9000
106	32154	DRILL PRESS	CLAUSING DRILL PRESS MODEL 1649
107	32155	JACK, HYDRAULIC	HYDRAULIC JACK 2-TON FLOOR
108	32156	JACK, FLOOR	BLACK HAWK 10-TON FLOOR JACK MODEL 67410
109	32157	LIFT, ROTARY	ROTARY LIFT
110	32158	JACK	ROLLING JACK, RJ25000BI & RJ25000
111	32159	PIPE ACCESSORIES	GOODWIN DRI-PRIME PUMP MODEL CD150M,6X6,1500 GPM
114	32162	GAS HEATER	LP GAS HEATER, LB WHITE MODEL 296E 155000 BTU
116	32164	BATTERY CHARGER	BATTERY CHARGER, 300 AMP, SILVER, BEAUTY, NO8270
117	32165	GENERATOR-ELECTRIC	HONDA EB2500 ELECTRIC GENERATOR - MOBIL
118	32166	FILTER SYSTEM	HARVARD FILTER SYSTEM, MODEL 87 - MOBIL
119	32167	CRANE	STO-AWAY TRUCK POWER CRANE MODEL SR5T, 2000#
120	32168	CONDUIT BENDER	GREENLEE 555R CONDUIT BENDER 1/2" - 2" SN ADV0930TM
121	32169	PVC	SPECIAL SHOE GROUP 40 MIL PVC COATED RIDID
123	32171	WASTE OIL DRAIN	LIQUID DYNAMICS WASTE OIL DRAIN #H24164
125	32173	DRILL	14.4V CORDLESS DRILL
124	32172	DRAIN CLEANER	HEAVY DUTY ELECTRIC DRAIN CLEANER #0566-1
126	32174	SAW	HEAVY DUTY CIRCULAR SAW 7 1/4 #6365
127	32175	DRILL	MAGNETIC DRILL #4292-1
128	32176	DRILL	HEAVY DUTY ELECTRIC HAMMER DRILL #5370-1
129	32177	GRINDER	HEAVY DUTY 4 1/2" GRINGER #6148
130	32178	DRILL	HEAVY DUTY ELECTRIC HAMMER DRILL #5392-1
131	32179	GRINDER	HEAVY DUTY SANDER-GRINDER 9" #6098
132	32180	HAMMER	HEAVY DUTY ROTARY HAMMER 1-1/2" #5347
133	32181	SAWZALL	HEAVY DUTY SAWZALL #6507-21
134	32182	SANDER	FINISHING SANDER #6016
135	32183	JIG SAW	HEAVY DUTY JIG SAW #6256
136	32184	GRINDER	HEAVY DUTY DIE GRINDER #5192
137	32185	GRINDER	BLACK & DECKER DIE GRINDER TYPE 101
138	32186	DRILL	HEAVY DUTY ANGLE REVERSING DRILL 3/8" #0375-1
139	32187	PISTOL GRIP	HEAVY DUTY PISTOL GRIP 3/8"
140	32188	DRILL	PORTER CABLE 3/8" ELECTRIC DRILL MODEL 2620HD
141	32189	DRILL	HEAVY DUTY 1/2" DRILL #1660-1
142	32190	HOLESHOOTER	HEAVY DUTY MAGNUM HOLESHOOTER 1/2" #0234-1
143	32191	SAW	HEAVY DUTY BAND SAW
144	32192	FLASHLIGHT	HEAVY DUTY FLASHLIGHT
145	32193	BOX CUTTERS	BOX CUTTERS
146	32193	C-CLAMPS	C-CLAMPS
147	32193	CHANNEL LOCKS	BLUE HANDLE CHANNEL LOCKS
148	32193	HAMMER	HAMMER
149	32193	LEVEL	LEVEL
150	32193	PIPE WRENCH	RIGID 48" PIPE WRENCH
151	32193	PIPE WRENCH	RIGID 36" PIPE WRENCH
152	32193	PIPE WRENCH	PIPE WRENCH
153	32193	PLIERS	PLIERS
154	32193	RACK	PARTS STORAGE RACK 48" X 8"
155	32193	SAW	CRAFTSMAN SAW
156	32193	SCREWDRIVER	SCREWDRIVER
157	32193	SQUARE	SQUARE
158	32193	WRENCH	3/8 - 1 1/2 WRENCHS
159	32193	WRENCH	7 - 22 INCL WRENCH

160	32193	WRENCH SET	METRIC WESTWARD WRENCH SET
161	32194	DRILL	HILTI TE 5 HAMMER DRILL, SN 201004
162	32195	WRENCH, ELECTRIC	INGERSOLL-RAND ELECTRIC IMPACT WRENCH 1/2" MODEL 8049
163	32196	WRENCH, PNEUMATIC	CHICAGO AIR PNEUMATIC WRENCH CP9650
164	32197	WRENCH, PNEUMATIC	PORTER CABLE IMPACT WRENCH, MODEL 2210
165	32198	WRENCH, PNEUMATIC	ROCKWELL IMPACT WRENCH MODEL 2210
166	32199	RATCHET, PNEUMATIC	CHICAGO SPEED RATCHET, CP 9429
167	32200	ROUTER	DEWALT HEAVY DUTY 1-1/2 HP ROUTER, DW610
168	32201	NEEDLE GUN	INGERSOLL RAND PNEUMATIC NEEDLE GUN MODEL 182-2
170	32204	STORAGE UNIT	8 X 4 / 6-SHELF STORAGE UNIT
171	32205	STORAGE UNIT	8 X 2 / 6-SHELF STORAGE UNIT
172	32206	STORAGE UNIT	3 SHELF STORAGE UNIT
177	32211	STORAGE BOXES	WALL OF STORAGE BOXES FOR SCREWS/BOLTS
178	32212	LADDER 10-FOOT	WERNER 10 FOOT STEP LADDER
179	32213	LEAF BLOWER	STIHL BG 85 LEAF BLOWER
250	32284	LADDER 6-FOOT	GREEN BULL 6-STEP LADDER
252	32286	LADDER 8-FOOT	WERNER 8 FOOT STEP LADDER
253	32287	SCBA MSA MODEL 401	SCBA MSA MODEL 401
262	32296	LADDER 4-FOOT	BAUER 4 STEP LADDER
276	Expired	PRINTER	HP 842C PRINTER
280	Expired	WALL LOCKERS	WALL WITH 3 LOCKERS
247	32281	PORTABLE HOSE CART	PORTABLE HOSE CART W/3" & 1-1/2" HOSE
255	32289	PORTABLE HOSE CART	PORTABLE HOSE CART W/6" HOSE, DISCHARGE HOSE & FITTINGS
273	Expired	PORTABLE GANTRY	LARGER PORTABLE GANTRY
191	32225	LADDER 12 FOOT	12 FOOT EXTENSION LADDER
211	32245	CART - 4 WHEEL	4 WHEEL TRANSPORT CART
219	32253	LADDER 4-STEP	4 STEP TILT-N-ROLL LADDER
227	32261	LADDER 6-FOOT	WERNER 6 STEP LADDER
228	32262	LADDER 6-FOOT	BAUER 6 FOOT PLATFORM LADDER
233	32267	LADDER 8-FOOT	WERNER 8 FOOT STEP LADDER
251	32285	LADDER 6-FOOT	GREEN BULL 6-STEP LADDER
245	32279	LADDER 40 FOOT	40 FOOT EXTENSION LADDER
214	32248	TABLE W/5 CHAIRS	TABLE WITH 5 CHAIRS
217	32251	PORTABLE WELDER	MILLER STICH PORTABLE WELDER
218	32252	LADDER 7-STEP	COTTERMAN 7 STEP TILT-N-ROLL LADDER
226	32260	LADDER 4-FOOT	LOUISVILLE 4 STEP LADDER
229	32263	LADDER 8-FOOT	GREEN BULL 8 FOOT LADDER
230	32264	LADDER 8-FOOT	8-FOOT PLATFORM LADDER
232	32266	LADDER 8-FOOT	WERNER 8 FOOT STEP LADDER
234	32268	LADDER 10-FOOT	WERNER 10 FOOT STEP LADDER
235	32269	LADDER 10-FOOT	GREEN BULL 10 FOOT STEP LADDER
236	32270	LADDER 12-FOOT	12 FOOT STEP LADDER
246	32280	HYDRAULIC PALLET JACK	HYDRAULIC PALLET JACK
260	32294	SCAFFOLDING-2' WIDE	2' WIDE ALUMINUM SCAFFOLDING W/2'X6' ALUM. PLATFORM
185	32219	RACK W/5 SHELVES	5-SHELF 2X8 STORAGE RACK
186	32220	RACK W/4 SHELVES	4-SHELF 2X4 STORAGE RACK
187	32221	ELECTRICAL CORDS	480 VOLT ELECTRICAL CORDS
188	32222	EXTENSION CORDS	EXTENSION CORDS
189	32223	CONVERTOR-480 VOLT	480 VOLT CONVERTOR TO 220 OR 120 HOMEMADE
192	32226	CART, WESCO DRUM	WESCO CHEMICAL DRUM CART/DOLLY
268	32221 Duplicate	EXTENSION CORDS	480 VOLT EXTENSION CORDS
278	Expired	SUMP PUMP	SUMP PUMP



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-02 Authorizing Amendment #1 to Agreement for Consulting Services Between the City of De Pere and Short-Elliot-Hendrickson, Incorporated (Municipal Service Center Fuel Island Design Services).

The Board of Public Works at the January 9, 2023 meeting approved SEH, Inc.'s proposal for Municipal Service Center Fuel Island Design and Engineering Services in the amount of \$33,488 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

The existing fuel tanks and fuel system at the MSC needs to be replaced due to their age and the ability to have insurance coverage for the fuel system. This was going to be done as part of the overall MSC expansion for storage of the City's equipment and vehicles. However, the costs of the MSC expansion is estimated at \$15,000,000 and most likely will be delayed for an undetermined time frame due to other pressing capital expenditures the City faces. Therefore, the intent is to replace the underground fuel tanks to above ground tanks and replace the fuel system. It is proposed to install the new fuel system in the existing location until such time the City pursues the overall expansion of the MSC.

The City is currently under contract with SEH for design services for the MSC expansion. SEH submitted the attached proposal for design and engineering services which would be change ordered into their existing engineering contract. The scope of services would include design, bidding, and construction management to replace the existing underground fuel tanks and fueling system. The new fuel tanks would be above ground fuel tanks. The cost for these engineering services is \$33,488.

Staff recommends approving SEH's proposal in the amount of \$33,488. The 2023 adopted budget includes \$400,000 for construction and engineering.

ATTACHMENTS:

- Reso23-02 (PDF)
- Amendment-SEH(MSC Expansion-Fuel Tanks) (PDF)
- Exhibit 1-2023 MSC Fuel Island Design and Engineering 12-19-22 (PDF)

RESOLUTION #23-02

AUTHORIZING AMENDMENT #1 TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND SHORT-ELLIOTT-HENDRICKSON, INCORPORATED
(Municipal Service Center Facility Expansion – Design Services for Fuel Island Replacement)

WHEREAS, the City and Short-Elliott-Hendrickson, Incorporated are parties to a Consulting Agreement (approved by Resolution #21-59) providing comprehensive design services for expansion of City's Municipal Service Center ("MSC") facility; and

WHEREAS, the City is in need of additional consulting design services related to replacement of the underground fuel tanks and fueling system at the MSC with an above-ground fuel island and dispensing system; 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 Amendment #1 to Agreement for Consulting Services Between the City of De Pere and Short-Elliott-Hendrickson, Incorporated as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of January, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/09/2023

**AMENDMENT #1 TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND SHORT- ELLIOTT-HENDRICKSON, INCORPORATED
(MSC Facility Expansion – Design Services for Fuel Island Replacement)**

THIS AMENDMENT #1 made and entered into this ____ day of _____, 2023, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Short-Elliott-Hendrickson, Incorporated, a foreign corporation authorized to conduct business in the State of Wisconsin (“Consultant”).

WHEREAS, the City and Consultant are parties to an Agreement for Consulting Services dated June 30, 2021 (“the Agreement”); and

WHEREAS, the parties wish to amend the Agreement to provide for additional work for Consultant to perform, namely for design and engineering services for replacement of the underground fuel tanks and fueling system with an above-ground fuel island located at the City’s Municipal Services Building, as outlined in Consultant’s Proposal attached hereto.

NOW THEREFORE, upon the promises and obligations provided herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to amend the Agreement as follows:

1. Consultant’s Scope of Work shall be amended to add consulting services to include planning, design and specification of an above-ground fuel system to replace City’s underground storage tanks and fuel dispensing system, as set forth in detailed scope in Consultant’s Proposal attached hereto as Exhibit 1, which shall be incorporated herein by reference and added as part of Consultant’s Proposal (Exhibit B) to the original Agreement.
2. Section XII. of the Agreement shall be amended to allow Consultant to subcontract with Petroleum Equipment Services of WI and Ra Smith, as further and more specifically described in the Project Understanding section of Exhibit 1.
3. The cost for such additional consulting services shall be performed in the lump sum amount of \$33,488.
4. All other terms and conditions of the Agreement shall remain in full force and effect, unless specifically modified by this Amendment #1.

This Amendment #1 has been duly executed as of the date and year first set forth above.

(Signatures follow on page 2 of 2)

SHORT-ELLIOTT-HENDRICKSON INCORPORATED

By:

Trevor Frank, AIA, NCARB, PMP, LEED, AP
Principal/Project Manager

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Agreements\2023\Consultant\Amendment-SEH(MSC Expansion-Fuel Tanks)1-11-23.docx



Building a Better World
for All of Us®

December 19, 2022

RE: Amendment #1
Professional Services Fee Proposal for
Design Services for the Fuel Island Replacement
at the De Pere MSB Facility
City of De Pere, WI

Mr. Scott Thoresen, P.E.
Director of Public Works
City of De Pere
925 S. 6th Street
De Pere, WI 54115

Dear Mr. Thoresen,

Thank you for the opportunity to submit this Proposal for Professional Services for your proposed replacement of the fuel island at the Municipal Services Building (MSB) Short Elliott Hendrickson Inc. (SEH®) is pleased to present you with the following professional services fee proposal for the above referenced project.

Project Understanding:

The city will be required to replace the existing fuel dispensing system and underground storage tanks with an above ground fuel dispensing system. Based on the need for redundancy and the desire to minimize downtime of the fueling system, the consultants will be required to design the new system and locate it to in order to minimize the downtime of the fueling system. SEH will subcontract Jeff Tahtinen of Petroleum Equipment Services of WI to assist with the planning, design and specification of the fuel system. For consistency purposes, we will also engage Brad Hartjes of Ra Smith to design the civil site plan. SEH will provide internal project team coordination and oversight of the design bidding and construction process. SEH will also provide Environmental engineering and monitoring during tank removal and decommissioning.

Scope of Services: The Basic Preliminary Design Services to be provided by Consultant include:

- Visit the site and review existing site plan and make recommendations for the location of the new fuel dispensing system.
- Design and specify the new dispensing system. It is assumed the fuel capacity of the above ground storage tanks will be one ten thousand gallon unleaded gasoline, one ten thousand gallon diesel and one DEF tank. The fuel system will interface with the existing electronic recording and monitoring software
- Update the site master plan to include the proposed location of the fuel dispensing system
- Specify the removal and disposal of the existing underground storage tanks and any dispensing equipment that will not be reused
- Site/Civil engineering for site work to accommodate the new fuel dispensing area
- Environmental Site inspection TSSA services and sample gathering during existing tank removal
- Attendance at all meetings and discussions with City of De Pere staff.
- Assistance with bidding process and award
- Review contractor applications for payment and administer construction
- Punchlist the final installation
- Project close out and compliance assurance

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Deliverables:

- Plans and specifications for the removal and replacement of the fueling system
- Preliminary estimated project costs
- Environmental reporting and sampling

SCHEDULE

The services provided in this proposal shall be performed as expeditiously as is consistent with the orderly progress of the Work. It is anticipated that the scope of services will be complete within approximately 6 weeks of receipt of notice to proceed. This timeline includes the efforts to design the new fuel system but it does not account for time in the schedule to bid the project to prospective contractors or to complete the removal/installation of the new fuel dispensing equipment.

PROJECT FEES

We propose to provide the professional services as defined in this proposal for a lump-sum fee of \$33,488.00 inclusive of reimbursable expenses.

ADDITIONAL SERVICES

Changes to the project scope of work as defined in the Scope of Services above shall be considered as additional services and billed in addition to the fees as quoted in this proposal. Additional Services will be agreed to in writing by both parties prior to the services be provided.

We are prepared to begin providing the services outlined in this proposal upon receipt of a signed copy of an Agreement for Professional Services. If you have any additional questions related to the proposed services in this proposal, please feel free to contact me at 920.585.4320, or at tfrank@sehinc.com. Thank you again for this opportunity, and we look forward to working with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Trevor M. Frank, AIA, NCARB, PMP LEED AP
Principal / Project Manager

Project Level of Effort Estimate
City of De Pere



City of De Pere	Project Manager - Frank	Project Architect - Lynch	Fuel Island Specialist- Tahtinen	Civil Engineer- Hartjes	Environmental Engineer Olson			Total Hours	Total Fees
Task 1 - Project Initiation & Information Gathering	1.5	1.5	1	4	4				
Site Visit	4		4	4	4				\$2,140
Tank location recommendation	2	2	8	8	8				\$3,170
Subtotal Hours	7.5	3.5	13	16	16	0	0	56	
Subtotal Fees	\$1,763	\$525	\$1,300	\$1,600	\$1,600	\$0	\$0		\$6,788
Task 2 - Design									
New fuel equipment design and specs	2	2	8						\$1,570
Demolition plans and specs	2	2	8	8	32				\$5,570
Site/Civil engineering	2	2	4	32					\$4,370
									\$0
Subtotal Hours	6	6	20	40	32	0	0	104	
Subtotal Fees	\$1,410	\$900	\$2,000	\$4,000	\$3,200	\$0	\$0		\$11,510
Task 3 -Meetings and coordination									\$0
Internal meeting and coordination	4	4	2	2	2				\$2,140
Pre-bid meeting	4								\$940
Client meetings	8	2	2	2	2				\$2,780
									\$0
Subtotal Hours	16	6	4	4	4	0	0	34	
Subtotal Fees	\$3,760	\$900	\$400	\$400	\$400	\$0	\$0		\$5,860
Task 4 - Bidding and Construction									
Bid process	4	8			2				\$2,340
Field inspection		4			24				\$3,000
Punchlist		4							\$600
Close out	4	4							\$1,540
									\$0
Subtotal Hours	8	20	0	0	26	0	0	54	
Subtotal Fees	\$1,880	\$3,000	\$0	\$0	\$2,600	\$0	\$0		\$7,480
Estimated Project Hours	37.5	35.5	37	60	78	0	0	248	
Estimated Project Labor Cost	\$8,813	\$5,325	\$3,700	\$6,000	\$7,800	\$0	\$0		\$31,638
Estimated Project Expenses	\$1,850	\$0	\$0	\$0	\$0	\$0	\$0		\$1,850
Estimated Project Totals	\$10,663	\$5,325	\$3,700	\$6,000	\$7,800	\$0	\$0		\$33,488

X:\AE\DEPEW\161454\Fuel Island and Wash Bay Equipment\2023 Design Proposal\COPY of 2023 Fuel Island Design LOE 2.xlsx\PO #2

Estimated Project Labor Cost \$31,638

Estimated Project Expenses \$1,850

Total Project Cost \$33,488



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #23-03 Approving First Responder Service Agreement with Manitowoc Public Utilities Commission.

The Board of Public Works at the January 9, 2023 meeting approved Central Brown County Water Authority First Responder Agreement and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

The Central Brown County Water Authority (CBCWA) currently provides water to the City as well as Village of Allouez, Village of Bellevue, Village of Howard, Town of Lawrence and Town of Ledgeview. The CBCWA's system provides water to the member communities from the City of Manitowoc and is maintained by Manitowoc Public Utilities (MPU). MPU has discussed with the member communities entering into an agreement to assist MPU in the initial response to issues with the CBCWA's transmission main. The agreement would require the City to respond to issues as directed by MPU or otherwise as advised when there is an alarm, an emergency, or other maintenance event at the CBCWA's facilities. In the event City staff is called upon to respond to such event, they would remain on scene until such time MPU arrives on site. The City would not be required to make any repairs, but instead would provide such service such as securing the area, mitigating damages, securing safety of those within the event area and those served by the CBCWA facilities, and advising MPU of the nature of the event to facilitate further MPU's actions. This agreement further allows for the City to invoice MPU for our services when they are needed. In the past, City staff has responded to CBCWA transmission water main breaks and other alarms and we have not invoiced MPU for these services because we did not have an agreement with MPU.

In addition, the City Attorney has reviewed the attached agreement.

Staff recommends approving the CBCWA First Responder Agreement.

ATTACHMENTS:

- Reso23-03 (PDF)
- CBCWA First Responder Services Agreement 12-28-2022 (PDF)

RESOLUTION #23-03**APPROVING FIRST RESPONDER SERVICE AGREEMENT
WITH MANITOWOC PUBLIC UTILITIES COMMISSION**

WHEREAS, the Central Brown County Water Authority (the “Authority”) currently provides water to the City of De Pere, as well as the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and the Town of Ledgeview, which is obtained from the City of Manitowoc and maintained by Manitowoc Public Utilities (“MPU”); and

WHEREAS, MPU has discussed entering into an agreement to assist MPU with initial response issues with the Authority’s transmission main with member communities of the Authority; and

WHEREAS, the City of De Pere, as an Authority Customer, is willing to engage in an agreement requiring the City to respond to issues as directed by MPU or be otherwise advised when there is an alarm, an emergency or other maintenance event at the Authority’s facilities and to secure the area, ensure safety and mitigate damage until MPU’s arrival, pursuant to the terms and conditions of the attached First Responder Agreement; and

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

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the First Responder Agreement with Manitowoc Public Utilities Commission as is attached hereto, together with subsequent renewals thereof, provided the terms and conditions are substantively similar, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

Resolution #23-03

Page 2 of 2

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 17th day of January, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/09/2023

First Responder Service Agreement

THIS SERVICE AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2022 (the “**Effective Date**”), by and between MANITOWOC PUBLIC UTILITIES COMMISSION, Manitowoc, Wisconsin (“**MPU**”), and the _____, Wisconsin, a Municipal Corporation (the “**Service Provider**”).

W I T N E S S E T H:

WHEREAS, MPU is a provider of electric, water and communication services to the inhabitants of the City of Manitowoc; and

WHEREAS, Service Provider is a Municipal Corporation, and recipient of water supplied by MPU under an agreement between MPU and the Central Brown County Water Authority (“**CBCWA**”) under which agreement MPU agrees to provide water to Central Brown County, including the Service Provider, and pursuant to which MPU is responsible for certain duties in the operation of transmission facilities to CBCWA and its members, of which the Service Provider is one; and

WHEREAS, it is administratively feasible and practical that certain services otherwise provided by MPU under its agreement with CBCWA be sub-contracted from the individual members of CBCWA as necessary;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated below and with the intent to be legally bound, the parties to this Agreement (the “**Parties**”) hereby agree as follows:

1. Services

First Responder Services. Service Provider hereby agrees that it will provide responsive services, as dispatched by MPU in the event there is an alarm or other maintenance event relating to the facilities in Exhibit A. The scope of the responsive services shall be that the Service Provider will be dispatched by MPU, or otherwise as advised that there is an alarm, an emergency, or other maintenance event at the facilities. In response, the Service Provider will dispatch a properly trained and equipped crew who shall remain at the scene of the event until such time as MPU crews arrive. Service Provider shall not be required to make repair, but instead such service shall be limited to, to the extent reasonable and practical, securing the area of the event, mitigating damage,, securing the safety of those within the area and those served by the facilities, and advising MPU of the nature and extent of the event to facilitate further MPU’s actions.

2. Invoices, Payment, Hourly Rates and Fees. Except as otherwise stated in this Agreement or any attachment hereto, Service Provider shall issue invoices on a monthly basis for the Services and shall mail the invoices to Manager of Business Services, c/o MPU at 1303 South 8th Street, Manitowoc, WI 54221-1090. Service Provider shall include the original of each invoice; an itemization of the Services with the cost of each service provided to MPU for which payment or partial payment is invoiced; and the Price. All expenses shall be billed at cost and without mark-up. All straight time labor of Service Provider employees shall be billed at one and one-half times (1.5x) scheduled rates as set forth on Exhibit C, and all overtime and weekend/Holiday labor of service provider employees shall be billed at one and two-tenths times (1.2x) scheduled rates as set forth on Exhibit B, and can be revised on an annual basis. Any out of pocket expenses shall be billed at cost. In the event of any breach by Service Provider of any provision of this Agreement or any attachment hereto MPU shall have the right to retain out of any payments due or to become

due to Service Provider an amount sufficient to protect MPU completely from any and all claims, losses, damages or expenses to the extent of the negligence of Service Provider.

3. **Standards of Performance** Service Provider agrees that Services provided pursuant to this Agreement shall reflect the degree of skill, knowledge, judgment and care required by industry accepted practices and procedures. Upon receipt of oral or written notice from MPU of Services that are nonconforming with this Agreement, Service Provider shall, if required by MPU, at Service Provider's sole cost and expense, correct, repair, replace or re-perform (collectively, the "**Corrections**") any service necessary to cause the Services to become conforming with the requirements of this Agreement.
4. **Indemnity**. Each party agrees to indemnify, save harmless and defend the other, its affiliates and their respective directors, officers, agents and employees from and against any and all claims, actions, demands, damages, costs, losses, liabilities, expenses, and attorneys' fees including attorneys' fees through the appellate level, in any matter relating to, arising out of, resulting from, caused by or in connection with any negligence of the other including, but not limited to personal injury or death to persons and/or damage to property, facilities, fixtures or other personal property of either of the parties or CBCWA.
5. **Insurance**
 12. **Policies and Coverage**. Prior to the commencement of any Services, Service Provider shall obtain and maintain the following policies of insurance during the performance of the Services, with such endorsements as requested by MPU, providing certificates of coverage as requested by MPU, and listing MPU as an additional insured. Nothing herein shall constitute a waiver by MPU, Service Provider, or any insurer of any defense relating to the statutory limits per Wis. Stat. 8.15, 345.05, 893.80 and 895.52 or any other applicable limits on municipal liability.
 1. Worker's compensation insurance as required by Wisconsin law and applicable employers' liability insurance.
 2. Commercial general liability insurance with bodily injury and property damage combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include, without limitation, specific coverage for contractual liability encompassing the indemnity provisions in this Agreement, personal injury liability, completed operations liability, and, where applicable, explosion, collapse and underground hazards coverage (protection and indemnity) liability.
 3. Automobile liability insurance with bodily injury and property damage combined single limits of at least One Million Dollars (\$1,000,000) per occurrence covering vehicles owned, rented, hired or non-owned.
 4. Umbrella or excess liability insurance with a single limit of Two Million Dollars (\$2,000,000) per occurrence in excess of the employer's liability, commercial general liability and automobile liability policies.

12. **Termination.** Either party may, without cause, terminate this Agreement at any time (the “**Termination**”), in whole or in part, by providing written notice of termination to the other party. A Termination shall be effective as of the date specified in the notice provided such a date is at least 60 or more days after receipt of the notice (the “**Termination Date**”). Upon termination and payment by MPU of any amount due Service Provider as provided herein, neither party shall have any obligation to the other with respect to the contract.
7. **Compliance with Laws.** Service Provider shall comply with all federal, state and local laws, rules, and regulations applicable to the performance of the Services including, without limitation, any rules, regulations or recommendations of regulatory authorities established by such laws. Any fines or penalties incurred by Service Provider or assessed against MPU shall be the sole responsibility of Service Provider and not reimbursed by MPU.
8. **Permits and Licenses.** Service Provider agrees to obtain any licenses and permits which, under federal, state or local laws, rules or regulations, may be required to perform the Services under this Agreement or any attachment hereto. Service Provider shall hold and maintain such licenses and permits for so long as required to complete the Services.
9. **Notice.** Notices to the Parties concerning this Agreement or any attachment hereto shall be effective only when in writing and delivered personally, by telephone facsimile (provided written confirmation copy follows), or mailed postage prepaid to the authorized representative of the other Party. The date of receipt of such notices sent by mail, except for confirmatory notices, shall be the date the notice shall be deemed to have been given. When speed of notice is essential, written notice shall be preceded by other appropriate communication. For purposes of this Agreement, all notices to the Parties shall be sent to the following addresses and/or facsimile numbers:
- | | |
|---|---------------------------------------|
| <p><u>MPU</u>
 Manitowoc Public Utilities
 Attn: General Manager
 1303 South 8th Street
 Manitowoc, WI 54221-1090
 Phone: 920-683-4600
 Fax: 920-686-4397</p> | <p><u>Service Provider</u></p> |
|---|---------------------------------------|
10. **Assignment and Subcontracting.** Unless MPU grants prior written consent, Service Provider shall not assign any rights or delegate any duties or obligations hereunder or transfer or otherwise dispose of this Agreement, any attachment hereto, or any part hereof or its rights, title and interest herein, nor assign any monies due or to become due hereunder. Any assignment or delegation made without the express written approval of MPU shall be null and void. Any assignment of this Agreement or any attachment hereto so consented to shall not, however, relieve Service Provider of responsibility for the due and full performance thereof. Service Provider shall be liable to MPU for all acts and omissions of its assignees or other transferees.
11. **Unemployment Insurance Taxes, Contributions and Assessments.** Service Provider shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, retirement benefits, life pensions, annuities and similar benefits which may now or hereafter be imposed by law, regulation or collective bargaining agreements with respect to persons employed by Service Provider for performance of the Services, whether measured by wages,

salaries, remuneration paid or otherwise. Service Provider shall comply with all laws, rules and regulations applicable to compensation paid its employees.

12. Miscellaneous

- A. Governing Law. This Agreement and all attachments hereto and the rights of the Parties hereunder shall be governed by, construed by and enforced in accordance with the laws of the State of Wisconsin.
- B. Non-Waiver of Rights. The failure of MPU to demand strict performance of the terms of, or to exercise any right conferred in, this Agreement or any attachment hereto shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or a consent to any continuing or subsequent failure or breach.
- C. Severability. If any provision of this Agreement or any attachment hereto shall under any circumstances be deemed invalid, inoperative, be declared unlawful, or otherwise unenforceable, this Agreement and all attachments hereto shall be construed as if the invalid or inoperative provision has been deleted and all rights and obligations of the Parties shall be construed and enforced accordingly.
- D. Survival. Neither completion of the Services nor any termination or cancellation of this Agreement shall be deemed to relieve Service Provider of any obligations hereunder that by their nature survive completion of the Services, including but not limited to all promises of indemnity and confidentiality obligations.
- E. Independent Contractor. Service Provider is an independent contractor with respect to the performance of the Services. Neither this Agreement nor any attachment hereto is intended to be a contract of hiring under the provisions of any workers' compensation or other laws and shall not be so construed.
- F. Headings. Article and paragraph headings contained herein are inserted for convenience and shall have no effect on interpretation or construction of this Agreement or any attachment hereto.
- G. Successors and Assigns. Subject to the terms and conditions contained herein, this Agreement and all attachments hereto shall be binding on the Parties hereto and their directors, officers, employees, agents, successors and assigns.
- H. Conflicting Terms. Terms and conditions set forth in any attachment to this Agreement which are in conflict with any term or condition set forth in this Agreement shall be of no force or effect and the Parties agree that any conflict between such terms and conditions and the terms and conditions hereof shall be resolved in favor of this Agreement.
- I. Merger and Modification. This Agreement and any attachment hereto embody the entire

agreement between MPU and Service Provider with respect to the Services and supersedes any prior or contemporaneous agreement or understanding between the Parties. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition or instruction used in this Agreement or any attachment hereto, nor be deemed to effect any amendment. This Agreement and the attachments hereto may only be amended or modified by a written document duly executed by both Parties and attached as an amendment hereto

- J. Non-Exclusive. At its sole discretion, MPU reserves the right to perform all First Responder Services and locating using MPU personnel or other MPU contract crews.

This Agreement, consisting of 5 pages and 2 exhibits, is executed by the persons signing below on the date first listed above, which persons warrant that they have the authority to execute the AGREEMENT.

SERVICE PROVIDER

MANITOWOC PUBLIC UTILITIES

(signature)

(signature)

(print name and title)

Troy Adams, General Manager
(print name and title)

(signature)

(print name and title)

(signature)

(print name and title)

DATE: _____

DATE: _____

WITNESS: _____

WITNESS: _____

BY: _____

BY: _____

EXHIBIT A
FIRST RESPONDER SERVICES

The first responder services shall include the following:

1. Respond to an alarm or emergency condition on the CBCWA member facilities at _____ or on the CBCWA transmission main (refer to attached map).
2. Provide debriefing to MPU on the alarm or emergency condition within 30 minutes of the dispatch.
3. To the extent reasonable and practical, secure the area in the event of an emergency to avoid any further disruption or damage to the equipment or facilities or employees or general public until MPU arrives at the site.

EXHIBIT B
SCHEDULE OF LABOR RATES
(To Be Revised Annually on February 1)

2022 Rates

<u>Classification</u>	<u>Straight Pay</u>	<u>Overtime</u>	<u>Weekends/Holidays</u>
Working Foreman			
Laborer			
Laborer Assistant			
Mechanic 1			
Mechanic 2			
<u>Equipment</u>	<u>Hourly Rate</u>		
Van			
Pickup			
Pickup with Plow			
Trailer			
6' Mower			
Locator			



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Resolution #23-04 Authorizing Third Amendment to Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (Phase 2 Environmental Assessment for the S 100 Block of Broadway (Perrot Square Parking Structure)).

At its meeting on January 10, 2022, the Finance/Personnel Committee voted unanimously to recommend approval of an amendment with Cedar Corp for an expanded Phase 2 Environmental consulting and to forward the recommendation to the Common Council approval.

ATTACHMENTS:

- Reso23-04 (PDF)
- Amendment 3rd-Cedar Corporation(Additional Environmental Services-Perrot Square)1-11-23-106-003-19 (PDF)
- Exhibit 1-De Pere Env Services-Additional Site Investigation Perrot Sq 2022 (PDF)
- Cedar Amendment for Additional Site Investigation_WDNR BRRTS No 02-05-58442 (PDF)

RESOLUTION #23-04

AUTHORIZING THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND CEDAR CORPORATION
(Phase 2 Environmental Assessment – Perrot Square Parking Structure)

WHEREAS, the City and Cedar Corporation are parties to a Consulting Agreement (approved by Resolution #20-06), with amendments thereto dated November 2, 2021, and July 28, 2022, (collectively “the Agreement”) for environmental site investigation and related activities at Perrot Square, the city-owned parking structure on the 100 Block of South Broadway Street; and

WHEREAS, the City is in need of additional consulting services for expanded Phase 2 services to satisfy the requirements of the Wisconsin Department of Natural Resources for completing the site investigation; and

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 Third Amendment to Agreement for Consulting Services Between the City of De Pere and Cedar Corporation, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of January, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/10/2023

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND CEDAR CORPORATION
(Phase 2 Environmental Assessment – Perrot Square Parking Structure)**

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 2023, by and between the City of De Pere, a municipal corporation (“City”), and Cedar Corporation a Wisconsin corporation (“Consultant”).

WHEREAS, the City and Consultant are parties to an Agreement for Consulting Services (Environmental Consulting Services – Perrot Square) dated January 31, 2020, with amendments thereto dated November 2, 2021 and July 28, 2022 (collectively “the Agreement”); and

WHEREAS, the parties wish to amend the Agreement to provide for additional work for Consultant to perform, namely for expanded Phase 2 environmental consulting services at the Perrot Square Parking Structure located at the 100 Block of South Broadway Street to satisfy the requirements of the Wisconsin Department of Natural Resources (WDNR) for completing the site investigation, explained in further specific detail in the Proposal attached hereto and incorporated herein by reference as Third Amendment Exhibit 1.

NOW THEREFORE, upon the promises and obligations provided herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to amend the Agreement as follows:

1. The Scope of Work of Consultant shall be amended to incorporate additional consulting services to include eleven (11) soil borings and related activities, the development of groundwater monitoring wells and related activities, and the required reporting to the WDNR, as more specifically set forth in the attached Third Amendment Exhibit 1.
2. The cost for such additional consulting services shall not exceed \$38,400.
3. All other terms and conditions of the Agreement shall remain in full force and effect, unless specifically modified by this Third Amendment.

This Third Amendment has been duly executed as of the date and year first set forth above.

CEDAR CORPORATION

By:

Thad Majkowski, P.E.
Director

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

November 29, 2022

Daniel Lindstrom, Development Services Director
City of De Pere
335 South Broadway Street
De Pere, WI 54115

RE: Amendment for Environmental Services for the City of De Pere Perrot Square Parking
Structure, 100 Block of South Broadway Street, De Pere, Wisconsin
WDNR BRRTS No. 02-05-58442

Dear Mr. Lindstrom:

Cedar Corporation (Cedar) is providing you with this Proposal for additional Environmental Services for the City of De Pere (City) Perrot Square Parking Structure, located at the 100 Block of South Broadway Street, De Pere, Wisconsin (Site). This Proposal is presented to address the additional requests from the Wisconsin Department of Natural Resources (WDNR) for additional soil borings, groundwater monitoring wells, and sampling. Since the submission of the Site Investigation Report, the WDNR has communicated to Cedar the need for additional information including the further evaluation of the extent of groundwater and soil impacts on the Site. Discussions with the WDNR in March 2022 indicated that additional soil borings and groundwater monitoring wells will be required to complete the required investigation, pending the approval of a WDNR Work Plan for additional investigation. These discussions were summarized with the City on April 21, 2022, and a preliminary plan for further investigation was communicated. The preliminary plan included an additional groundwater sampling event would be conducted prior to finalizing a Work Plan for additional investigation. The purpose of the additional groundwater investigation (performed in August 2022) was to evaluate the current groundwater concentration trends, specifically, groundwater trends for polycyclic aromatic hydrocarbons (PAHs) as they have shown to be trending towards non-detection levels. Continued decreasing trends would allow for discontinuing the monitoring for PAHs.

Cedar completed the additional groundwater sampling event (August 2022) to confirm a decreasing trend in PAHs across the Site. Results from the August 2022 groundwater sampling event revealed no exceedances of WDNR groundwater standards for PAHs. Therefore, the objective of the additional groundwater sampling event was achieved and allows for the request to discontinue PAH groundwater sampling. However, further delineation of Resource Conservation and Recovery Act (RCRA) Metals and Petroleum Volatile Organic Compounds (PVOCs) will still be required. Satisfying the WDNR's requirements for completing the Site Investigation may uncover areas of un-impacted soils on the Site, reducing the potential for landfilling and/or continuing obligations for maintaining a protective cap for direct contact during redevelopment.

Cedar is recommending the following scope of work to satisfy the WDNR's site investigation requirements based on the data collected, to-date.

- Complete eleven (11) soil borings to approximately 5-25 feet below ground surface (bgs) or until encountering native soils. The location of the proposed soil borings can be found on Figure 1 –Proposed Sampling Locations Map, attached.
- Convert two (2) of the soil borings into temporary monitoring wells, using 1” Schedule 40 poly vinyl chloride (PVC), with a 10-foot slotted screen and solid PVC riser to the surface.
- Convert seven (7) of the soil borings into permanent monitoring wells, using 2” Schedule 40 PVC, with a 10-foot slotted screen and solid PVC riser to the surface. Each groundwater monitoring well will be completed with a flushmount protective casing.
- Encountered soils will be geologically profiled and if fill or waste materials are observed, the depth and thickness of such materials will be noted. All soils will be field screened using a photoionization detector (PID).
- Collect two (2) soil samples for laboratory analysis from each boring to determine if contamination is present and presents a risk to human contact. One sample will be collected within the direct contact zone (0–4 feet bgs). The second sample will be collected from beneath the anticipated fill layer to determine if the fill is impacting soils below, or from just above the water table (whichever is deeper). If an interval has an elevated PID reading or an obvious odor, staining, or sheen, an additional sample will be submitted for laboratory analyses from this interval.
- Analyze all soil samples for PAHs, PVOCs, and RCRA metals. A dry weight sample will accompany each sampled interval. Two (2) composite soil samples will be submitted for laboratory analysis of Protocol B to generate a waste profile for landfill disposal of soil for property redevelopment.
- A minimum of two (2) soil samples will be submitted for laboratory analysis of TCLP for lead for landfill disposal of soils.
- Groundwater monitoring wells will be developed in accordance with WAC NR 141.21 by surging and purging the well screens. Temporary monitoring wells will also be developed prior to sampling, to rid the well of sediment, to extent practical. Groundwater will be containerized in 55-gallon drums. Purged groundwater will be disposed of pending the groundwater analytical results.
- Once groundwater monitoring wells have been developed, groundwater samples will be collected via low flow sampling methods for the laboratory analysis of PVOCs and RCRA metals.
- Three quarterly rounds of groundwater sampling events are anticipated to establish a trend or confirm no impacts to groundwater. If a monitoring well does not have any exceedances of PVOCs or RCRA Metals for two consecutive quarters, then this parameter will be removed from the sampling plan.

- Following installation, survey data will be collected for each soil boring and monitoring well.
- Per WAC NR 716.07 and NR 716.09, and WDNR guidance document RR-101, Identifying Contaminants of Concern, site investigation work plans should include an evaluation of potential perfluoroalkyl and polyfluoroalkyl substances (PFAS), and other applicable contaminants that were historically or are presently produced, used, handled, or stored at the Site. Cedar conducted a desktop emerging contaminant assessment of the Site. The emerging contaminants assessed were PFAS. These substances were created and used in many applications dating back to the 1950's. The most popular uses of these chemicals have been in the form of stain resistant carpet and fabric, non-stick cookware, firefighting foam, and fast-food packaging. Cedar determined that the historic use as a commercial property (business included fueling station, printing business, hotel, and parking lot) and the lack of other industrial-based hazardous substances discovered as part of the site investigation, PFAS is not considered a concern. It is Cedar's recommendation for no further analysis for PFAS or other applicable contaminants for this site investigation.
- Results of the soil and groundwater sampling will be tabulated, accompanying engineer drawings, and documentation of the Site, the activities performed, the results, findings, and conclusions into a WAC NR 700 compliant Site Investigation Report.

The above-mentioned Scope will be performed on a lump sum basis, amended to the existing contract. The following are the anticipated cost(s).

Cedar Fees	\$11,650
Subcontracted Work (Drilling, Analytical, and Waste Disposal)	\$25,400
WDNR Fee	\$1,350
Total	\$38,400

Cedar's anticipated schedule for this work is summarized below. The schedule can be expedited if necessary.

Task	Anticipated Date (Week Of)
Authorization	January 2, 2023
Soil Boring and GW Well Installation	January 16, 2023
GW Well Development	January 23, 2023
Groundwater Sampling 1 st event	January 30, 2023
Groundwater Sampling 2 nd event	March 27, 2023
Groundwater Sampling 3 rd Event	June 26, 2023
Report Submittal	July 31, 2023

City of De Pere
Additional Environmental Services (2022)
Page 4

Please review these services and tasks. You may authorize us to proceed with this work by forwarding a City Agreement with the above scope for signature. If you have any questions, please do not hesitate to contact myself at 920-785-7302, or Dan O'Connell at 920-785-7065.

Sincerely,

CEDAR CORPORATION

A handwritten signature in black ink, appearing to read 'T Majkowski'.

Thad Majkowski, PE
Director

cc: Dan O'Connell, PG, CPG, Cedar Corporation

November 29, 2022

Daniel Lindstrom, Development Services Director
City of De Pere
335 South Broadway Street
De Pere, WI 54115

RE: **MEMO FOR AMENDMENT FOR ADDITIONAL ENVIRONEMNTAL
SERVICES FOR THE CITY OF DE PERE PEROT SQUARE PARKING
STRUCTURE, 100 BLOCK OF SOUTH BROADWAY STREET, DE PERE,
WISCONSIN, WDNR BRRTS No. 02-05-58442**

Dear Mr. Lindstrom:

Cedar Corporation (Cedar) is providing you with this summary of environmental services performed for the City of De Pere's (City) Perrot Square Parking Structure, located at the 100 Block of South Broadway Street, De Pere, Wisconsin (Site). Below is a summary of the original scope items, work performed, actions remaining and justification of recommended additional services - previously provided to the City on October 21, 2022 (attached for reference with revision for the schedule of work).

Original Scope:

The original scope of the Agreement was as follows:

1. Consultant agrees to perform those services as described in Exhibits A (WDNR Responsible Party Letter) and B (Accepted Cedar's Proposal). Any changes 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.

The scope of Exhibit A (WDNR Responsible Party Letter) includes the following:

1. Site Investigation Work Plan Submittal and Approval
2. Site Investigation
3. Sample Results Notification
4. Site Investigation Report Submittal and Approval
5. Remedial Actions Option Report (if applicable)
6. Remedial Action Design, Implementation, Operation, Maintenance, and Monitoring Reports (if applicable)
7. Notification of Residual Contamination or Continuing Obligations (if applicable)
8. Semi-Annual Reporting

The scope of Exhibit B (Accepted Cedar's Proposal) was prepared with the WDNR's input for completing the responsibilities in the Exhibit A (WDNR Responsible Party Letter), and included the following:

1. Prepare and submit site investigation work plan
2. Install three monitoring wells and five soils borings across the Site
3. Collection of 24 soil and 6 groundwater samples (2 rounds) for laboratory analysis of PVOCs/VOCs, PAHs, and metals
4. Coordination and proper disposal of investigative wastes
5. 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

Work Performed by Cedar To Date:

1. Prepared and submitted site investigation work plan. The site investigation work plan was approved by the WDNR.
2. Site investigation was performed in accordance with the WDNR-approved site investigation work plan.
3. Site investigation report was prepared and submitted to the WDNR.
4. Two additional rounds of groundwater sampling were performed under an approved Amendment in order to establish a decreasing contaminant concentration trend and attempt to reduce groundwater monitoring for PAHs.
5. Completed semi-annual reporting to date.

Remaining Actions:

1. Complete site investigation with WDNR's requested additional investigative activities (October 21, 2022 - Amendment for Additional Environmental Services) and submit site investigation report for WDNR approval.
2. Recommend and prepare Remedial Action Design, Implementation, Operation, Maintenance, and Monitoring report.

Justification for October 21, 2022 Amendment for Additional Environmental Services:

Upon review of the Site's soil and groundwater investigation report, the WDNR determined that additional work was necessary to determine the degree and extent of contamination at the Site. The WDNR acknowledged that while the original scope has been completed, the data from the original scope of work does not yet constitute a complete and approved site investigation and that further investigation tasks are necessary. The WDNR case manager is also part of the WDNR Bureau for Remediation and Redevelopment Case Closure Committee and assisted in the development of the scope of work in the October 21, 2022 Amendment to bring the site investigation phase to completion. Assuming favorable results from this scope of work Amendment, approved by WDNR, the site investigation will be completed with an amended site investigation report and remedial options for the Site's redevelopment can be discussed.

City of De Pere
Memo For Additional Environmental Services Amendment (2022)
Page 3

If you have any questions, please do not hesitate to contact myself at 920-785-7302, or Dan O'Connell at 920-785-7065.

Sincerely,

CEDAR CORPORATION

A handwritten signature in black ink, appearing to read "Thad Majkowski". The signature is written in a cursive, flowing style.

Thad Majkowski, PE

Director

Enclosures (3)

cc: Dan O'Connell, PR, CPG, Cedar Corporation

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

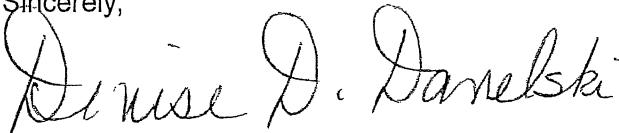
As previously noted, you are required to submit one paper copy and one electronic copy of plans and reports. To speed up processing, your correspondence should reference the BRRTS and Facility Identification (FID) numbers (if assigned) listed at the top of this letter.

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

Exhibit B
Page 1 of 14
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

Exhibit B

1.18.d

Page 5 of 14
DATE (MM/DD/YYYY)
3/7/2019

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 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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

Exhibit B

1.18.d

Page 7 of 14 DATE (MM/DD/YYYY)

3/29/2019

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

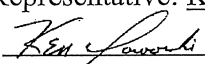
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Linda Puig/LINDA

© 1988-2014 ACORD CORPORATION. All rights reserved.

Date: December 23, 2019**Proposed Fee Schedule:**

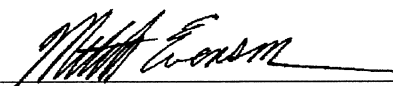
Company Name: Cedar Corporation
 Company Address: 1695 Bellevue Street
 Company Address: _____
 Company Representative: Ken Jaworski, Project Manager
 Signature: 
 Fee (Total): \$23,850
 Hourly Fee for Additional Work Required by the DNR: Environmental Specialist: \$91.00/hr.

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Resolution #23-05 Authorizing Second Amendment to Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc. (Grant Identification, Solicitation and Management Services).

At its meeting on January 10, 2022, the Finance/Personnel Committee voted unanimously to recommend approval of the CDI Grant consulting and to forward to the Common Council for approval.

ATTACHMENTS:

- Reso23-05 (PDF)
- Second Amendment-MSA(Grant ID Solicitation and Management) 1.12.23 draft (PDF)
- ATTACHMENT A to Second Amendment to PSA with MSA (PDF)
- 09441029 De Pere CDIG PSA_01-17-22 - Updated (PDF)

RESOLUTION #23-05

AUTHORIZING SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND MSA PROFESSIONAL SERVICES, INC.
(Grant Identification, Solicitation and Management Services)

WHEREAS, the City and MSA Professional Services, Inc. ("Consultant") are parties to an Agreement for Consulting Services for grant identification, solicitation and management services date April 26, 2022, and a First Amendment thereto dated June 28, 2022; and

WHEREAS, the parties wish to further amend the scope of work to allow for Consultant to perform additional services related to Community Development Investment Grants, pursuant to the terms and conditions identified in the attached Second Amendment to Consulting Agreement; and

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 Second Amendment to Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc., as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of January, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/10/2023

**SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND MSA PROFESSIONAL SERVICES, INC.
(Grant Identification, Solicitation and Management Services)**

THIS SECOND AMENDMENT to Agreement for Consulting Services is made and entered into this ____ day of _____, 2023, by and between the City of De Pere ("City"), a Wisconsin municipal corporation ("City"), and MSA Professional Services, Inc., a Wisconsin corporation ("Consultant").

WHEREAS, the City and Consultant are parties to an Agreement for Consulting Services (Grant Identification, Solicitation and Management Services) dated April 26, 2022, and a First Amendment to Agreement for Consulting Services dated June 28, 2022 (collectively the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to provide for additional work for Consultant to perform, namely to provide services for the City's existing Community Development Investment Grant (CDIG) as outlined in the Scope of Services attached hereto.

NOW THEREFORE, upon the promises and obligations provided herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to amend the Agreement as follows:

1. Consultant's Scope of Work shall be amended to include additional services for the WEDC CDIG Grant pursuant to Attachment A, which shall be incorporated herein by reference and as an addition to the Agreement; however, no standard terms or conditions of Consultant are incorporated into the Agreement or this Second Amendment.
2. The work or services associated with this Second Amendment are anticipated to be initiated by January 17, 2023, and completed by December 21, 2025, and the cost for such additional work shall be:

a. 2021 CDIG Closeout	\$2,100
b. 2023 CDIG Application (Shopko)	\$8,400
c. 2023 CDIG Administration	<u>\$4,200</u>
Total	\$14,700
3. All other terms and conditions of the Agreement, shall remain in full force and effect, unless specifically modified by this Second Amendment.

MSA PROFESSIONAL SERVICES, INC.

By:

Brittney Mitchell, Funding Team Leader

David M. Rasmussen, Project Manager
Community Development Specialist

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

ATTACHMENT A: CDIG PROJECT AND SCOPE OF SERVICES

Project Name: WEDC Community Development Investment Grant Services 2021-2025

The schedule to perform the work is: Approximate Start Date: January 17, 2023
Approximate Completion Date: December 21, 2025

The lump sum fee for the work is:	2021 CDIG Closeout	\$2,100
	2023 CDIG Application (Shopko)	\$8,400
	2023 CDIG Administration	<u>\$4,200</u>
	Total	\$14,700

The scope of the work authorized is:

Working with the Development Service Director, MSA will provide professional services relating to administration for the City's existing WEDC Community Development Investment Grant (CDIG) and application and administrative services relating to the proposed CDIG for the former Shopko property. The following services will be provided:

Task #100 – Administrative services relating to the existing CDIG (Contract #CDI FY21-52839) to include, but not limited to, all of the following:

- Performance Reporting for the period of April 28, 2022 - June 20, 2023 (due on or before September 30, 2023);
- Submit to the WEDC, on forms provided by the WEDC, a Request for WEDC Payment in accordance with the grant agreement;
- Submit to the WEDC, consistent with the requirements of WI Statute 238.03(3)(a) and the grant agreement a Schedule of Expenditure for grant and matching funds related to the Project. This does not include the services of the City's CPA.

Task #200 – Provide grant writing services related to a CDIG application for the former Shopko in accordance with the current WEDC application process to include, but not limited to, all of the following:

- Participate in two application development meetings with the City and Developer;
- Participate in required "Pre-Application" meeting with WEDC;
- Compile applicant information for on-line submission;
- Prepare redevelopment narratives including:
 - Project Description and Impact on Community;
 - Financial Justification;
 - Previous Planning Efforts;
 - Readiness to Proceed/Timetetable.
- Prepare/compile required supporting documents including:
 - Project Budget, Budget Narrative, and Sources & Uses Statement;
 - Resolution Authorizing Submission;

- Required Maps.
- Creation of a Tax Increment Financing (TIF) District and any Developer's Agreements associated with the proposed project is the responsibility of the City.\

Task #300 – Provide administrative services as outlined by the WEDC and grant agreement for the ShopKo CDIG, if awarded, including, but not limited to, all of the following:

- Assist the City in the negotiation of a Grant Agreement;
- Prepare and submit performance reporting as required by the Grant Agreement;
- Maintain financial journals of all expenses relating to the project;
- Prepare and submit up to three (3) disbursements;
- Prepare Schedule of Expenditures and project closeout documents.



Professional Services Agreement

MSA Project Number: 09441029

This AGREEMENT (Agreement) is made today January 17, 2023 by and between CITY OF DE PERE (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: WEDC Community Development Investment Grant Services 2021-2025

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: January 17, 2023
Approximate Completion Date: December 31, 2025

The lump sum fee for the work is:	2021 CDIG Closeout	\$2,100
	2023 CDIG Application (Shopko)	\$8,400
	2023 CDIG Administration	<u>\$4,200</u>
	Total	\$14,700

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF DE PERE

MSA PROFESSIONAL SERVICES, INC.

James Boyd, Mayor

Brittney Mitchell, Team Leader

Date: _____

Date: _____

335 S. Broadway Street
De Pere, WI 54115
Phone: 920-339-4040

1500 N. Casaloma Drive, Suite 100
Appleton, WI 54913
Phone: 920-545-2083

OWNER ATTEST:

Carey Danen
City Clerk
Date: _____

David M. Rasmussen, Project Manager
Community Development Specialist
Date: _____

ATTACHMENT A: SCOPE OF SERVICES

Working with the Development Service Director, MSA will provide professional services relating to the administration of the City's existing WEDC Community Development Investment Grant (CDIG) and application and administrative services relating to the proposed CDIG for the former Shopko property. The following services will be provided:

Task #100 – Administrative services relating to the existing CDIG (Contract #CDI FY21-52839) to include the following:

- Performance Reporting for the period of April 28, 2022 – June 20, 2023 (due on or before September 30, 2023);
- Submit to the WEDC, on forms provided by the WEDC, a Request for WEDC Payment in accordance with the grant agreement;
- Submit to the WEDC, consistent with the requirements of WI Statute 238.03(3)(a) and the grant agreement a Schedule of Expenditure for grant and matching funds related to the Project. This does not include the services of the City's CPA.

Task #200 – Working with the City and the Developer, provide grant writing services related to a CDIG application for the former ShopKo in accordance with the current WEDC on-line application process. Services provided under this Task include:

- Participate in two application development meetings with the City and Developer;
- Participate in required "Pre-Application" meeting with WEDC;
- Compile applicant information for on-line submission;
- Prepare redevelopment narratives including:
 - o Project Description and Impact on Community;
 - o Financial Justification;
 - o Previous Planning Efforts;
 - o Readiness to Proceed/Timetable.
- Prepare/compile required supporting documents including:
 - o Project Budget, Budget Narrative, and Sources & Uses Statement;
 - o Resolution Authorizing Submission;
 - o Required Maps.
- Creation of a Tax Increment Financing (TIF) District and any Developer's Agreements associated with the proposed project is the responsibility of the City.

Task #300 – Provide administrative service as outline by the WEDC and grant agreement for the ShopKo CDIG, if awarded. Services under this Task include:

- Assist the City in the negotiation of a Grant Agreement;
- Prepare and submit performance reporting as required by the Grant Agreement;
- Maintain financial journals of all expenses relating to the project;
- Prepare and submit up to three (3) disbursements;
- Prepare Schedule of Expenditures and project closeout documents.

MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the

termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

8. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

9. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

10. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

11. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

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

12. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

14. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Appointment to Police and Fire Commission by Mayor Boyd.

ATTACHMENTS:

- Appointment Memo_Jan 2023 (PDF)

Memo

City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointments and Reappointments
Date: January 17, 2023 (meeting date)

I am submitting the following name for appointment at the January 17th meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

Commission

Police and Fire Commission

Appointment

Erin Bongers

Erin has been a lifelong resident of De Pere. She attended school in the De Pere school district growing up, and stayed in De Pere thereafter. For 20 years, she has resided with her family at 2201 Red Tail Glen in West De Pere. Erin currently serves as the Assistant Director of Health Services at St. Norbert College and previously was employed as a Public Health Nurse with the City of De Pere. As a registered nurse for the past 20 years, Erin enjoys helping others and giving back to her community. Erin is a member of the De Pere Optimist Club and also serves on the Board of Directors for the Fall Prevention Alliance of Northeast Wisconsin and is a tireless advocate for suicide prevention efforts locally. Erin has always loved the De Pere community and is passionate about continuing to give her time and efforts to this place that she calls home.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 1-17-23 VOUCHERS (PDF)

1/10/2023 3:31 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06933 JAN 2023 COUNCIL 1-17-23

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-20042	A1 ELEVATOR CORP	R	1/17/2023		180.00CR	101299	180.00
2982	ALL CITY COMMUNICATIONS I-4699411-010123	ALL CITY COMMUNICATIONS	R	1/17/2023		107.00CR	101300	107.00
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS I-14776	AMERICAN CONSERVATION & BILLIN	R	1/17/2023		1,042.00CR	101301	1,042.00
8517	ARBSESSION I-SI-117173 I-SI-117174	ARBSESSION ARBSESSION	R R	1/17/2023 1/17/2023		655.00CR 142.93CR	101302 101302	 797.93
8621	ARCHIVESOCIAL INC I-26031	ARCHIVESOCIAL INC	R	1/17/2023		4,491.00CR	101303	4,491.00
0014	ASCAP I-202301103728	ASCAP	R	1/17/2023		420.00CR	101304	420.00
8362	AURORA HEALTH CARE I-202301093716	AURORA HEALTH CARE	R	1/17/2023		25.00CR	101305	25.00
0442	BADGER LABORATORIES INC I-23-53000607	BADGER LABORATORIES INC	R	1/17/2023		638.00CR	101306	638.00
0020	BADGERLAND PRINTING INC I-39106 I-39219 I-39246	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R R	1/17/2023 1/17/2023 1/17/2023		44.00CR 60.00CR 155.00CR	101307 101307 101307	 259.00
8912	BARCO PRODUCTS I-INVRCO25033	BARCO PRODUCTS	R	1/17/2023		2,971.27CR	101308	2,971.27
0023	BATTERIES PLUS LLC I-P57886342	BATTERIES PLUS LLC	R	1/17/2023		52.50CR	101309	52.50
5961	BEST EQUIPMENT I-11053 I-11642	BEST EQUIPMENT BEST EQUIPMENT	R R	1/17/2023 1/17/2023		856.37CR 354.98CR	101310 101310	 1,211.35
0649	BRAUER SUPPLY & EQUIPMENT I-2205	BRAUER SUPPLY & EQUIPMENT	R	1/17/2023		845.00CR	101311	845.00

1/10/2023 3:31 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 06933 JAN 2023 COUNCIL 1-17-23

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8413	JUSTINE BRAUN I-202301093717	JUSTINE BRAUN	R	1/17/2023		21.81CR	101312	21.81
0038	BROADWAY AUTOMOTIVE INC I-1109493P I-1118668 I-622765P I-622874P	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R R R R	1/17/2023 1/17/2023 1/17/2023 1/17/2023		62.20CR 789.58CR 465.78CR 29.02CR	101313 101313 101313 101313	 1,346.58
0039	BROOKS TRACTOR INC I-386557 I-D08090	BROOKS TRACTOR INC BROOKS TRACTOR INC	R R	1/17/2023 1/17/2023		273.47CR 52.89CR	101314 101314	 326.36
6724	CARASOFT TECHNOLOGY CORP I-37022677INV	CARASOFT TECHNOLOGY CORP	R	1/17/2023		3,299.00CR	101315	3,299.00
1962	CASPERS TRUCK EQUIPMENT INC I-55335-IN	CASPERS TRUCK EQUIPMENT INC	R	1/17/2023		100.22CR	101316	100.22
8482	CASTUS CORP I-1730	CASTUS CORP	R	1/17/2023		1,200.00CR	101317	1,200.00
0536	CDW GOVERNMENT INC I-FM92456 I-FM93661 I-FN48210 I-FN59636 I-FP15250 I-FR77887 I-FS80325 I-FT43589	CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC	R R R R R R R R	1/17/2023 1/17/2023 1/17/2023 1/17/2023 1/17/2023 1/17/2023 1/17/2023 1/17/2023		206.30CR 79.26CR 225.56CR 12.60CR 94.19CR 1,702.41CR 1,502.95CR 2,206.14CR	101318 101318 101318 101318 101318 101318 101318 101318	 6,029.41
8443	CINTAS I-4142014770	CINTAS	R	1/17/2023		54.13CR	101319	54.13
8800	CIVICPLUS LLC I-250452	CIVICPLUS LLC	R	1/17/2023		5,490.00CR	101320	5,490.00
1	CLABOTS, JENNA I-202301093718	MAILBOX	R	1/17/2023		64.34CR	101321	64.34
2708	CLEANING SOLUTION SERVICES INC I-22804	CLEANING SOLUTION SERVICES INC	R	1/17/2023		1,436.94CR	101322	1,436.94

1/10/2023 3:31 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 06933 JAN 2023 COUNCIL 1-17-23

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7997	COMPLETE OFFICE							
	I-AR48068	COMPLETE OFFICE	R	1/17/2023		41.21CR	101323	
	I-AR48069	COMPLETE OFFICE	R	1/17/2023		35.69CR	101323	
	I-AR48070	COMPLETE OFFICE	R	1/17/2023		33.17CR	101323	
	I-AR48071	COMPLETE OFFICE	R	1/17/2023		25.00CR	101323	135.07
7639	CORE & MAIN LP							
	I-S119151	CORE & MAIN LP	R	1/17/2023		624.87CR	101324	
	I-S128385	CORE & MAIN LP	R	1/17/2023		717.05CR	101324	
	I-S165982	CORE & MAIN LP	R	1/17/2023		102.00CR	101324	
	I-S167306	CORE & MAIN LP	R	1/17/2023		96.00CR	101324	1,539.92
8027	CURB N DECOR LLC							
	I-23-827	CURB N DECOR LLC	R	1/17/2023		427.50CR	101325	427.50
0075	DIGGERS HOTLINE INC							
	I-221 2 36402	DIGGERS HOTLINE INC	R	1/17/2023		20.80CR	101326	20.80
3452	ESRI INC							
	I-94402561	ESRI INC	R	1/17/2023		27,500.00CR	101327	
	I-94403754	ESRI INC	R	1/17/2023		80.00CR	101327	27,580.00
0092	FEAKER & SONS CO INC							
	I-22-11 (2)	FEAKER & SONS CO INC	R	1/17/2023		267,738.50CR	101328	267,738.50
0093	FEDERAL EXPRESS CORP							
	I-7-984-14544	FEDERAL EXPRESS CORP	R	1/17/2023		54.07CR	101329	54.07
0331	FERGUSON WATERWORKS #1476 INC							
	I-378956	FERGUSON WATERWORKS #1476 INC	R	1/17/2023		1,360.00CR	101330	1,360.00
0200	FIRST SUPPLY LLC							
	I-13505850-00	FIRST SUPPLY LLC	R	1/17/2023		312.63CR	101331	
	I-13517318-00	FIRST SUPPLY LLC	R	1/17/2023		64.21CR	101331	
	I-13517551-00	FIRST SUPPLY LLC	R	1/17/2023		411.94CR	101331	
	I-13517551-01	FIRST SUPPLY LLC	R	1/17/2023		92.57CR	101331	
	I-13521944-00	FIRST SUPPLY LLC	R	1/17/2023		174.36CR	101331	
	I-13526461-00	FIRST SUPPLY LLC	R	1/17/2023		72.34CR	101331	
	I-13526999-00	FIRST SUPPLY LLC	R	1/17/2023		37.22CR	101331	1,165.27
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TPB0000787562	FOX VALLEY TECHNICAL COLLEGE	R	1/17/2023		1,100.00CR	101332	1,100.00

1/10/2023 3:31 PM

A / P CHECK REGISTER

PAGE: 4

PACKET: 06933 JAN 2023 COUNCIL 1-17-23

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8924	GB CONCRETE LLC I-362	GB CONCRETE LLC	R	1/17/2023		345.00CR	101333	345.00
8347	GFL ENVIRONMENTAL I-U60000119947	GFL ENVIRONMENTAL	R	1/17/2023		997.85CR	101334	997.85
5349	RYAN GLIME I-202301093719	RYAN GLIME	R	1/17/2023		158.04CR	101335	158.04
0116	GRAINGER INC I-9558323425	GRAINGER INC	R	1/17/2023		580.88CR	101336	580.88
7764	GREAT AMERICA FINANCIAL SVCS I-33132390	GREAT AMERICA FINANCIAL SVCS	R	1/17/2023		1,595.00CR	101337	1,595.00
0119	GREATER GREEN BAY CHAMBER I-201155	GREATER GREEN BAY CHAMBER	R	1/17/2023		4,347.00CR	101338	4,347.00
4902	HALRON LUBRICANTS INC I-1372632-00	HALRON LUBRICANTS INC	R	1/17/2023		1,333.54CR	101339	1,333.54
0446	HAWKINS INC I-6373359	HAWKINS INC	R	1/17/2023		4,564.64CR	101340	4,564.64
5484	HYDROCORP INC I-70168-IN	HYDROCORP INC	R	1/17/2023		2,787.00CR	101341	2,787.00
1399	INDOFF INC I-3621221	INDOFF INC	R	1/17/2023		155.85CR	101342	155.85
0567	INDUSTRIAL MARKETING CORP I-44219 I-44220 I-44228	INDUSTRIAL MARKETING CORP INDUSTRIAL MARKETING CORP INDUSTRIAL MARKETING CORP	R R R	1/17/2023 1/17/2023 1/17/2023		64.97CR 958.60CR 905.43CR	101343 101343 101343	 1,929.00
8364	JOHNSTONE SUPPLY I-6051347 I-6051706 I-6051708	JOHNSTONE SUPPLY JOHNSTONE SUPPLY JOHNSTONE SUPPLY	R R R	1/17/2023 1/17/2023 1/17/2023		265.21CR 1,431.31CR 226.39CR	101344 101344 101344	 1,922.91
2602	JOSSART BROTHERS INC I-21-11 (5) I-5399	JOSSART BROTHERS INC JOSSART BROTHERS INC	R R	1/17/2023 1/17/2023		60,525.60CR 3,140.00CR	101345 101345	 63,665.60

1/10/2023 3:31 PM

A / P CHECK REGISTER

PAGE: 5

PACKET: 06933 JAN 2023 COUNCIL 1-17-23

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7620	JT ENGINEERING INC I-210095-07	JT ENGINEERING INC	R	1/17/2023		2,200.00CR	101346	2,200.00
1276	JX ENTERPRISES INC I-14243018P	JX ENTERPRISES INC	R	1/17/2023		593.88CR	101347	593.88
7662	KNOWBE4 I-INV227710	KNOWBE4	R	1/17/2023		1,441.80CR	101348	1,441.80
2512	CHARLIE LEITERMAN I-202301093720	CHARLIE LEITERMAN	R	1/17/2023		269.03CR	101349	269.03
8295	KAY LENZEN I-202301093721	KAY LENZEN	R	1/17/2023		82.00CR	101350	82.00
0159	LEXIS NEXIS INC I-3094229071	LEXIS NEXIS INC	R	1/17/2023		328.00CR	101351	328.00
3227	LUXEMBURG IMPLEMENT CO I-173136	LUXEMBURG IMPLEMENT CO	R	1/17/2023		2,340.00CR	101352	2,340.00
8925	MASTERS BUILDING SOLUTIONS INC I-IP024625	MASTERS BUILDING SOLUTIONS INC	R	1/17/2023		178.03CR	101353	178.03
0173	MENARDS INC C-8986 I-8862 I-8988 I-9215 I-9259 I-9315 I-9556 I-9579	MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC	R R R R R R R R	1/17/2023 1/17/2023 1/17/2023 1/17/2023 1/17/2023 1/17/2023 1/17/2023 1/17/2023		69.72 447.16CR 39.47CR 31.10CR 490.00CR 106.59CR 18.62CR 6.78CR	101354 101354 101354 101354 101354 101354 101354 101354	 1,070.00
8927	ROSE MORANA I-202301103734	ROSE MORANA	R	1/17/2023		180.00CR	101355	180.00
6958	NATHAN MRSTIK I-202301103729 I-202301103730 I-202301103731	NATHAN MRSTIK NATHAN MRSTIK NATHAN MRSTIK	R R R	1/17/2023 1/17/2023 1/17/2023		152.94CR 13.93CR 28.10CR	101356 101356 101356	 194.97

1/10/2023 3:31 PM

A / P CHECK REGISTER

PAGE: 6

PACKET: 06933 JAN 2023 COUNCIL 1-17-23

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2744	MSA PROFESSIONAL SERVICES INC							
	I-R09441026.0-6	MSA PROFESSIONAL SERVICES INC	R	1/17/2023		1,437.50CR	101357	1,437.50
8431	MULTI MEDIA CHANNELS LLC							
	I-59905	MULTI MEDIA CHANNELS LLC	R	1/17/2023		262.39CR	101358	262.39
3191	NCI							
	I-AR28063	NCI	R	1/17/2023		52.40CR	101359	52.40
7680	NETWRIX CORPORATON							
	I-INV85215	NETWRIX CORPORATON	R	1/17/2023		4,498.20CR	101360	
	I-INV85236	NETWRIX CORPORATON	R	1/17/2023		2,829.08CR	101360	
	I-INV85696	NETWRIX CORPORATON	R	1/17/2023		1,657.42CR	101360	8,984.70
0531	NORTHEAST AUTO PARTS INC							
	I-378674	NORTHEAST AUTO PARTS INC	R	1/17/2023		11.53CR	101361	
	I-378786	NORTHEAST AUTO PARTS INC	R	1/17/2023		29.88CR	101361	
	I-378789	NORTHEAST AUTO PARTS INC	R	1/17/2023		26.94CR	101361	
	I-378804	NORTHEAST AUTO PARTS INC	R	1/17/2023		507.48CR	101361	
	I-378902	NORTHEAST AUTO PARTS INC	R	1/17/2023		34.18CR	101361	
	I-378987	NORTHEAST AUTO PARTS INC	R	1/17/2023		21.30CR	101361	
	I-378999	NORTHEAST AUTO PARTS INC	R	1/17/2023		11.98CR	101361	
	I-379063	NORTHEAST AUTO PARTS INC	R	1/17/2023		7.12CR	101361	
	I-379088	NORTHEAST AUTO PARTS INC	R	1/17/2023		51.99CR	101361	
	I-379143	NORTHEAST AUTO PARTS INC	R	1/17/2023		28.48CR	101361	
	I-379216	NORTHEAST AUTO PARTS INC	R	1/17/2023		85.03CR	101361	
	I-379281	NORTHEAST AUTO PARTS INC	R	1/17/2023		30.25CR	101361	
	I-379361	NORTHEAST AUTO PARTS INC	R	1/17/2023		84.88CR	101361	
	I-379416	NORTHEAST AUTO PARTS INC	R	1/17/2023		80.98CR	101361	
	I-379432	NORTHEAST AUTO PARTS INC	R	1/17/2023		59.99CR	101361	
	I-379433	NORTHEAST AUTO PARTS INC	R	1/17/2023		19.94CR	101361	
	I-379497	NORTHEAST AUTO PARTS INC	R	1/17/2023		52.24CR	101361	
	I-379520	NORTHEAST AUTO PARTS INC	R	1/17/2023		169.00CR	101361	
	I-379573	NORTHEAST AUTO PARTS INC	R	1/17/2023		103.20CR	101361	
	I-379649	NORTHEAST AUTO PARTS INC	R	1/17/2023		103.45CR	101361	
	I-379833	NORTHEAST AUTO PARTS INC	R	1/17/2023		63.51CR	101361	1,583.35
VOID	VOID CHECK		V	1/17/2023			101362	**VOID**
5222	P J KORTENS & CO INC							
	I-10024046	P J KORTENS & CO INC	R	1/17/2023		1,645.79CR	101363	
	I-10024053	P J KORTENS & CO INC	R	1/17/2023		276.00CR	101363	1,921.79

1/10/2023 3:31 PM

A / P CHECK REGISTER

PAGE: 7

PACKET: 06933 JAN 2023 COUNCIL 1-17-23

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0197	PACKER CITY INTL TRUCKS INC							
	I-X101167808:02	PACKER CITY INTL TRUCKS INC	R	1/17/2023		28.60CR	101364	
	I-X101168893:01	PACKER CITY INTL TRUCKS INC	R	1/17/2023		86.82CR	101364	
	I-X101169495:01	PACKER CITY INTL TRUCKS INC	R	1/17/2023		199.90CR	101364	315.32
1331	PACKER FASTENER & SUPPLY INC							
	I-763502	PACKER FASTENER & SUPPLY INC	R	1/17/2023		191.28CR	101365	
	I-764708	PACKER FASTENER & SUPPLY INC	R	1/17/2023		21.75CR	101365	
	I-765026	PACKER FASTENER & SUPPLY INC	R	1/17/2023		150.05CR	101365	363.08
0208	POMP'S TIRE SERVICE INC							
	I-90082085	POMP'S TIRE SERVICE INC	R	1/17/2023		384.88CR	101366	384.88
1246	PREVEA HEALTH							
	I-141048	PREVEA HEALTH	R	1/17/2023		54.85CR	101367	54.85
1	QUEZADA, MARIBEL							
	I-202301093722	SEC DEPOSIT	R	1/17/2023		60.00CR	101368	60.00
1434	PAULA RAHN							
	I-202301093723	PAULA RAHN	R	1/17/2023		168.13CR	101369	168.13
6278	ERIC RAKERS							
	I-202301093724	ERIC RAKERS	R	1/17/2023		137.24CR	101370	137.24
6027	SESAC							
	I-202301103732	SESAC	R	1/17/2023		553.00CR	101371	553.00
8202	SHERWIN WILLIAMS CO							
	I-9103-5	SHERWIN WILLIAMS CO	R	1/17/2023		38.14CR	101372	38.14
7762	SMITHGROUP INC							
	I-167764	SMITHGROUP INC	R	1/17/2023		1,250.00CR	101373	1,250.00
8782	STANARD & ASSOCIATES INC							
	I-SA000052676	STANARD & ASSOCIATES INC	R	1/17/2023		592.00CR	101374	
	I-SA000052834	STANARD & ASSOCIATES INC	R	1/17/2023		120.00CR	101374	712.00
2992	TITAN PULIC SAFETY SOLUTIONS LLC							
	I-5493	TITAN PULIC SAFETY SOLUTIONS L	R	1/17/2023		5,240.00CR	101375	5,240.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-I742581	TRAFFIC & PARKING CONTROL INC	R	1/17/2023		300.25CR	101376	300.25

1/10/2023 3:31 PM

A / P CHECK REGISTER

PAGE: 8

PACKET: 06933 JAN 2023 COUNCIL 1-17-23

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0268	TRUCK EQUIPMENT INC							
	I-1031727-00	TRUCK EQUIPMENT INC	R	1/17/2023		245.07CR	101377	
	I-1031771-00	TRUCK EQUIPMENT INC	R	1/17/2023		104.30CR	101377	
	I-1032024-00	TRUCK EQUIPMENT INC	R	1/17/2023		34.32CR	101377	383.69
0272	UNIFORM SHOPPE INC							
	I-328960	UNIFORM SHOPPE INC	R	1/17/2023		156.90CR	101378	
	I-329093	UNIFORM SHOPPE INC	R	1/17/2023		28.00CR	101378	
	I-329100	UNIFORM SHOPPE INC	R	1/17/2023		24.95CR	101378	
	I-329108	UNIFORM SHOPPE INC	R	1/17/2023		283.80CR	101378	
	I-329288	UNIFORM SHOPPE INC	R	1/17/2023		269.65CR	101378	
	I-329309	UNIFORM SHOPPE INC	R	1/17/2023		35.95CR	101378	
	I-329335	UNIFORM SHOPPE INC	R	1/17/2023		258.75CR	101378	
	I-329612	UNIFORM SHOPPE INC	R	1/17/2023		24.95CR	101378	
	I-329623	UNIFORM SHOPPE INC	R	1/17/2023		305.80CR	101378	1,388.75
7015	US BANK EQUIPMENT FINANCE							
	I-490383452	US BANK EQUIPMENT FINANCE	R	1/17/2023		288.97CR	101379	288.97
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-12170	VANDEN PLAS PORTABLE SOLUTIONS	R	1/17/2023		154.20CR	101380	154.20
8926	NIVOLE VANDENHEUVEL							
	I-202301093725	NIVOLE VANDENHEUVEL	R	1/17/2023		115.00CR	101381	115.00
7396	VIERBICHER ASSOCIATES INC							
	I-7	VIERBICHER ASSOCIATES INC	R	1/17/2023		500.00CR	101382	500.00
2645	WI DEPT OF JUSTICE							
	I-202301093726	WI DEPT OF JUSTICE	R	1/17/2023		7.00CR	101383	7.00
3876	WI MUNICIPAL COURT CLERKS ASSOC							
	I-202301103733	WI MUNICIPAL COURT CLERKS ASSO	R	1/17/2023		45.00CR	101384	45.00
7857	WISCNET							
	I-20300	WISCNET	R	1/17/2023		3,960.00CR	101385	3,960.00
5978	ANDREW ZIETLOW							
	I-202301093727	ANDREW ZIETLOW	R	1/17/2023		173.02CR	101386	173.02

* * T O T A L S * *

NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
87	0.00	457,624.64	457,624.64
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
1	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00

REGISTER TOTALS: 88 0.00 457,624.64 457,624.64

1/10/2023 3:31 PM

A / P CHECK REGISTER

PAGE: 9

PACKET: 06933 JAN 2023 COUNCIL 1-17-23

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	---------------	---------------	----------	--------	--------------	-----------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	1/2023	58,151.94CR
201	1/2023	18,052.93CR
208	1/2023	20.80CR
209	1/2023	1,221.81CR
294	1/2023	500.00CR
297	1/2023	1,000.00CR
405	1/2023	333,744.47CR
601	1/2023	33,145.97CR
650	1/2023	11,786.72CR
=====		
ALL		457,624.64CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 17, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
