Common Council

Regular Meeting

Agenda

335 South Broadway
De Pere, WI 54115
www.deperewi.gov

Tuesday, May 20, 2025 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 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 **May 20, 2025** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE**.

The Public or Members of the Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic 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
United States: +1 (312) 757-3117
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at https://deperewi.portal.civicclerk.com/.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the May 6, 2025 Common Council meeting.
4. Public Hearing to act on May 2025 Amendments to Municipal Code Chapter 14 (Zoning Ordinance) and the Official Zoning Map.
   - A. Notice of Public Hearing.
   - B. Recommendation from Plan Commission.
   - C. Ordinance #25-06 Amending Chapter 14 Zoning Ordinance of the De Pere Municipal Code including Amendments to the Official Zoning District Map.
5. Public Hearing to Act on a Request to Terminate 13 Conditional Use Resolutions on Property Owned by St. Norbert College.

A. Notice of Public Hearing.

B. Recommendation from Plan Commission.

C. Resolution #25-55 Approving Termination of 13 Expired, Unused or Unneeded Conditional Uses for St. Norbert College Campus (2010-2020).

6. 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

7. Recommendation from Board of Public Works to Authorize Rental Service Agreement with Bay Towel, Inc. for Rugs and Towels for City Hall and Police Department and with Unifirst Corporation (d/b/a Cintas) for Rugs and Towels at the Municipal Service Center.

8. Recommendation from the Board of Public Works on Award of Contract 25-07 Curb Repair and Street Resurfacing to Northeast Asphalt, Inc. in the amount of $747,520.60.

9. Recommendation from the Board of Public Works on Award of Contract 25-08 Internal Sewer Spot Repairs to Aqualis in the amount of $74,850.05.

10. Recommendation from the License Committee on Applications for Special Permits Allowing Consumption of Alcohol Beverages on Public Ways, Submitted by Definitely De Pere For the Following Events:

    A. Downtown De Pere Farmers Market on Thursday Evenings Beginning June 5 through September 25, from 3:00 pm - 8:00 pm (3:00 pm - 7:00 pm in September).

    B. Downtown De Pere Art Nite on Friday, June 13, July 11, and August 8 from 4:00 pm - 8:00 pm.

    C. Tour De Pere on Sunday, June 22 and Monday, June 23 from 11:00 am - 9:00 pm.

11. Recommendation from the License Committee on Renewal Applications for the Licensing Period of July 1, 2025 through June 30, 2026.

    A. Class "A" Fermented Malt Beverage License.

    B. Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor Licenses.

    C. Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor Licenses.

12. Recommendation from Finance and Personnel Committee on Award of Contract 25-16 Interstate Highway 41 City Sign Replacement to Elevate 97 in the amount of $101,555.60.

13. Recommendation from the Finance/Personnel Committee to Purchase a Bandit Chipper for the Parks Department, with Funding to be Included in the 2025 Borrowing Schedule in the Amount of $98,201.20.

14. INFORMATIONAL/DISCUSSION ONLY: Discuss South Bridge Connector Project.

15. Resolution #25-56 Supporting Brown County's Purchase of DS-300 Voting Tabulators.

16. Resolution #25-57 Approving Budget Amendment to accept Donation from Downtown De Pere, Inc.

17. Resolution #25-58 Authorizing Agreement for Consulting Services with Utility Service Co. Inc. (2025 Reservoir Inspections).

18. Resolution #25-59 Authorizing Contractor Agreement with Slack Painting LLC (Ninth Street Tower Cleaning and Coating Repair).

19. Resolution #25-60 Authorizing Third Amendment to Consultant Agreement with Short-Elliott-Hendrickson (MSC Expansion).

20. Resolution #25-61 Approving Sanitary Sewer Easement (823 N. Broadway Street; Parcel ED-128).

21. Resolution #25-62 Approving Uniform Affiliation Agreement with UW-Green Bay.

22. Resolution #25-63 Approving EpicCare Link Access Agreements with Bellin Hospital, Gundersen Lutheran Health System and Bellin Health System (Emplify).

23. Consideration and Possible Action on the Negotiation of EMS Contracts with the Town of Ledgeview and the Town of Lawrence.

    PLEASE TAKE NOTICE that the Council may convene in closed session pursuant to Wis. Stat. §19.85(1) for agenda item 23:
    (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may then reconvene thereafter in open session pursuant to Wis. Stat. §19.85(2) to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

II. Future Agenda Items

III. Adjournment

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:
Alderpersons
City Manager
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library

De Pere Chamber of Commerce
Definitely De Pere
Frank Van Vonderen, Jr., Wal-Mart
Min Bogati, De Pere Minimart
Lok Bhatta, Lawrence Mart
William Chizek, Festival Foods
Denise Gajeski, Sidekicks Bar & Grill
Kim Wogernese, Cobblestone Hotel & Suites/Wissota Chophouse
Vanessa Miller, Gallaghers Pizza
Kerry Counard, The Abbey
Tye Hartwell, VIP Daiquiri Lounge and Pasquale's International Cafe
Tyler Argall, USG
Tom Slack, Slack Painting
Jacob Mraz, Bay Towel
Karl Schultz, Cintas
Adam Tierney, Aqualis
David Reichwald, Northeast Asphalt
Jim Lynch, SEH

City of De Pere, Wisconsin **I.3**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Approval of the minutes of the May 6, 2025 Common Council meeting.
RECOMMENDED ACTION:	motion to approve

ATTACHMENTS:
5-6-25 Common Council Minutes_draft

Common Council

Regular Meeting

Draft Minutes

335 South Broadway
De Pere, WI 54115
www.deperewi.gov

Tuesday, May 6, 2025 | **7:30 PM** | **Council Chambers/Virtual**

I. Call to Order

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

1. Roll Call

   Present: Dan Carpenter, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Devin Perock, John Quigley, James Boyd
   Excused: Mike Eserkaln

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the April 15, 2025 Common Council meeting.

RESULT:	**APPROVED [8-0]**
MOVER:	Dan Carpenter
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Mike Eserkaln

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 of Police Department Awards Ahead of National Police Week.

   Mayor Boyd read a proclamation for National Police Week (May 11th – 17th), and Peace Officers Memorial Day on May 15th. Chief Muraski and Captain Nowak presented merit awards to the following officers in recognition of their efforts in the safe resolution of a weapons call: Sergeant Chad Watterud, Officers Tyler Dawson, Kyle Phillips, Kevin Witkowski, and Adam Heynen. Officer Brianna Delvaux received an award for her response to a call for a female in active labor; she assisted in the birth and kept the mother and family members calm until rescue personnel arrived. Officer Kevin Witkowski was recognized for his work in solving a theft complaint from a local assisted living facility. Officer Kyle

Phillips was recognized for his role in a traffic stop that resulted in the seizure of a firearm, cash, and illegal drugs. Officers Ryan McShane and Brian Rates were recognized for their off-duty actions in assisting a man in cardiac arrest.

6. Consideration and Possible Action on Fitter and Faster Swim Camp Agreement at VFW Pool.

Parks Director Marty Kosobucki stated that he does not know the fee for the program, but confirmed that registration will be open to the public.

RESULT:	**APPROVED [8-0]**
MOVER:	Shana Defnet Ledvina
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Mike Eserkaln

7. Recommendation from the License Committee on an application for Change of Agent for Green Room Theatre, LLC, DBA ComedyCity Theatre, 365 Main Av Suite E.

RESULT:	**APPROVED [8-0]**
MOVER:	Dan Carpenter
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Mike Eserkaln

8. Resolution #25-53 Authorizing Donation Agreement with Downtown De Pere Inc.

Parks Director Marty Kosobucki reported that the $50,000 in funding comes from a Brown County Tourism grant. The funds will used on the following projects at the Nelson Family Pavilion: complete the installation of fiber; construct a stairway from the patio to the lower bowl; purchase aluminum railings that will be lighter and more portable for stage reconfigurations (the current steel railing will be moved to the outside to help enclose the patio); and install sound absorbing panels.

RESULT:	**ADOPTED BY ROLL CALL VOTE [8-0]**
MOVER:	Jonathon Hansen
SECONDER:	Shana Defnet Ledvina
AYES:	Dan Carpenter, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Mike Eserkaln

9. Resolution #25-54 Approving Home Improvement Loan and Authorizing Disbursement to Kristy N. Pikus.

RESULT:	**ADOPTED BY ROLL CALL VOTE [8-0]**
MOVER:	Jonathon Hansen
SECONDER:	Pamela Gantz

AYES:	Dan Carpenter, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Mike Eserkaln

II. Future Agenda Items

Alderperson Hansen asked staff to obtain an update on Brown County's plan for the reconstruction of Webster Avenue next year.

III. Adjournment

Mayor Boyd moved, seconded by Alderperson Ledvina to adjourn the meeting at 8:00PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin **I.4**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	City Clerk
FROM:	
SUBJECT:	Public Hearing to act on May 2025 Amendments to Municipal Code Chapter 14 (Zoning Ordinance) and the Official Zoning Map.
RECOMMENDED ACTION:	

ATTACHMENTS:
None

Publish: May 2, 2025, and May 9, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, May 20, 2025,** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the following: Resulting from a periodic review, 33 revisions to Chapter 14 De Pere Municipal Code regarding the Zoning Ordinance, and five revisions to the Official Zoning Map.

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A copy of the spreadsheets with the proposed updates to the Chapter 14 Zoning Ordinance and Official Zoning Map are available online at https://www.deperewi.gov/department/photos/index.php?structureid=124 or by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 29th day of April, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Common Council Members
From: Peter Schleinz, Senior Planner | Zoning Administrator
Date: May 20, 2025

RE: **Recommendation from Plan Commission to approve the amendments of Chapter 14 Zoning Ordinance of the De Pere Municipal Code and the Official Zoning Map.**

Summary:
The Common Council approved a new Zoning Ordinance and new Official Zoning Map on December 20, 2022, which became effective on January 1, 2023. The new Zoning Ordinance and Official Zoning Map were designed to have periodic reviews for potential amendments. This is the April 2025 amendment.

Potential Revisions:
To maintain transparency with the Plan Commission, Common Council, and the public, the attached document redlines the potential amendments to the Zoning Ordinance and Zoning Map. Staff proposals include 32 Zoning Ordinance amendments and five Zoning Map amendments. A brief description list is on the back of this memo.

Please note that the following missed amendment proposals, for exclusive smoke and vape shops and for mechanical equipment on rooftops, were added to the attached list by staff after the Plan Commission review and recommendation took place on April 28, 2025.

Section 14-73(13)(a) – Uses for Retail Sales
(a) Convenience Goods

Retail sales uses that sell or otherwise provide (1) sundry goods; (2) products for personal grooming and for the day-to-day maintenance of personal health or (3) food or beverages for off-premise consumption, retail bakeries and similar uses that provide incidental and accessory food and beverage service as part of their primary retail sales business. Typical uses include convenience stores, grocery stores, drug stores, specialty food stores, wine or liquor stores, newsstands and florists. Exclusive smoke and vape shops where smoking, vaping, and related accessories are the primary sales are prohibited.

Section 14-92(11)(b)
(b) Mechanical Equipment on Rooftop

Any rooftop mechanical equipment, such as but not limited to vents, ducts, condensers, and ventilators, and not including solar panels, must be located consistent with ~~one~~ all of the following methods:

Plan Commission Recommendation:
On April 28, 2025, Plan Commission recommended that Common Council approve the amendments to both the Municipal Code Chapter 14 (Zoning Ordinance) and the Official Zoning Map.

Description of Amendments
(Similar Topics are Clustered Together)

A. Reverse Corner Lot references are revised to match the Zoning Ordinance.

B. Six Figures have text modifications to match related Tables.

C. Step-back revision to 10-feet for General Buildings in the GX1 District to match the MX Districts.

D. Awning, Canopy, and Marquee regulations are relocated from Section 14-113(2) to Section 14-39. The regulations are not new and not just for signs so 14-39 is a better location.

E. The Uses Principal Use Table and descriptions are expanded to further clarify the funeral home use and cremation services use for humans, pets and support/companion animals, and other animals.

F. Retail Sales, convenience goods uses are clarified to prohibit exclusive smoke and vape shops where smoking, vaping, and related accessories are the primary sales.

G. The Group Day Care Center age is increased to 12 to match State Licensing for after school activities.

H. The Allowed Major Façade Materials Table for site plans changes the following:
- Combines two brick categories into one.
- Creates a separate category for metal panel systems in the X Districts, with increased amounts of masonry (e.g. metal with masonry on the entire first floor instead of 35% of the first floor).

I. The Minor Façade Material Table for site plans changes the following:
- Removes brick and glass, which already are major materials.
- Changes two façade/amount columns into four simple columns for façades and percentages.

J. Mechanical equipment screening requirement is added for R1 and R2 District street frontages, and rooftop screening requirements for all other districts is clarified.

K. Unnecessary fence reference is deleted from the Transitional Yard description.

L. Vinyl Signs are prohibited as permanent signs. Use as temporary signs remains.

M. New regulations are created for Historic/Information Kiosk signs in the Special Districts and ROW.

N. Three inadvertently deleted Art Sign regulations in the Special Districts Table are added back in.

O. Business Center signs are required to place the name of the business center on the sign.

P. Projecting signs do not require a 12-inch clearance between the sign and the building.

Q. The sign inspector is the “zoning administrator, or their designee”. Some duties are shared by staff.

R. The wording is clarified for changes to existing sign faces only.

S. The revoking/removal of expired, outdated, or unused PDD Overlays or conditional use permits requires notification for the specific property owner(s) and a public hearing notice only.

T. Definitions created or modified for one sign type, four sign illumination types, and street side yard.

U. Figure 16-10 is clarified for the build-to Zone, Street-side yard, Side Yard, and Alley.

V. The Zoning Map changes address the following:
- City owned Conservancy removes an incorrect PDD Overlay.
- City owned George Street Park, Carney Park, and Willems Park corrected to PI-1.
- City owned storm water management area corrected to CON.
- Privately owned land at Pecatonica Ct corrected to RM-2 PDD and R1-80 PDD.

-end-

ORDINANCE #25-06

AMENDING CHAPTER 14 ZONING ORDINANCE OF THE DE PERE MUNICIPAL CODE INCLUDING AMENDMENTS TO THE OFFICIAL ZONING DISTRICT MAP

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding amendments to Chapter 14 (Zoning Ordinance), and revisions to the Official Zoning District Map also contained in Chapter 14 of the City of De Pere Municipal Code, and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed amendments to Chapter 14 (resulting from a quarterly review) and official zoning district map changes and, pursuant thereto, a public hearing having been held on the 20th day of May, 2025 at 7:35 p.m. and the Common Council having heard all interested parties, their agents and/or attorneys;

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

Section 1. Chapter 14 – ZONING ORDINANCE shall be amended as attached hereto and incorporated herein by reference.

Section 2. Chapter 14 – ZONING ORDINANCE Section 14-10 Zoning Map and the City's Official Zoning District map shall be amended to incorporate the zoning district changes in the attached map and all notations, references, data and other information shown thereon to be adopted and made part of Chapter 14 and the City's Official Zoning District Map as if fully set

forth herein. A certified copy of which will be on file in the Office of the City Clerk, and the City Clerk is directed to certify the Official Zoning District Map of the City of De Pere and such certified copy shall remain on file in the Office of the City Clerk.

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall take effect upon passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee/Commission Approval: 04/28/2025
Publication Date: _____

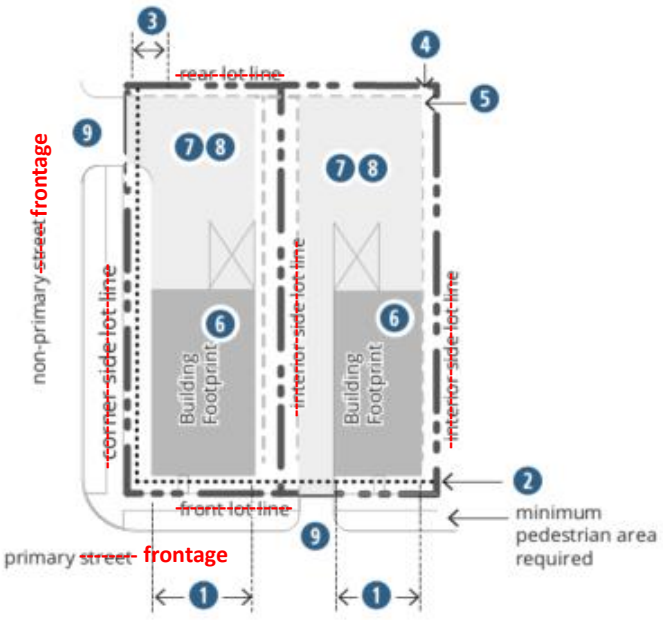
Redlined Revisions for Zoning Ordinance
Plan Commission Review April 28, 2025
Common Council Decision May 20, 2025

Section 14-22 Table 2-3 Footnote [3], 14-23 Table 2-4 Footnote [4], 14-24 Table 2-5 Footnote [3], 14-25 Table 2-6 Footnote [3], 14-26 Table 2-7 Footnote [2], 14-28 Table 2-9 Footnote [1]

Accessory buildings on ~~reverse~~ corner lots are prohibited in principal building street side setbacks. ~~must provide minimum principal building interior side setback from rear lot line.~~

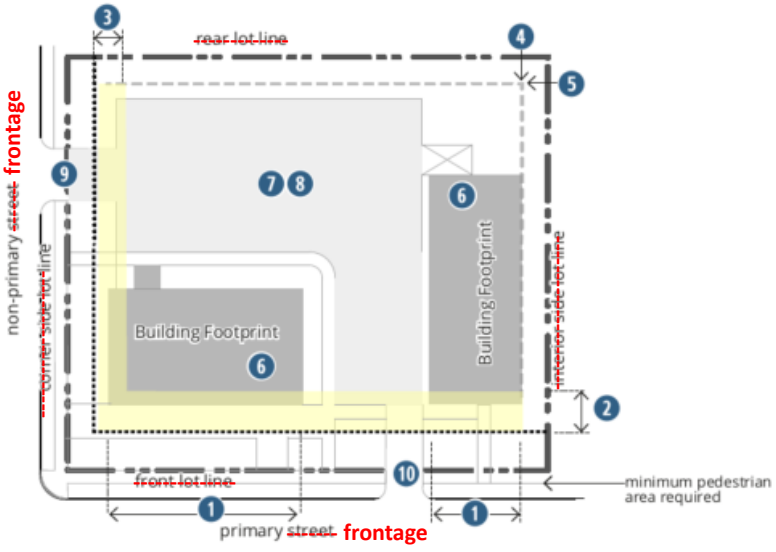
Sections 14-34 Figure 3-5, 14-35 Figure 3-8, 14-37 Figures 3-12, 3-13, & 3-15, 14-41 Figure 4-1

Figure 3-5. Commercial Manor Building



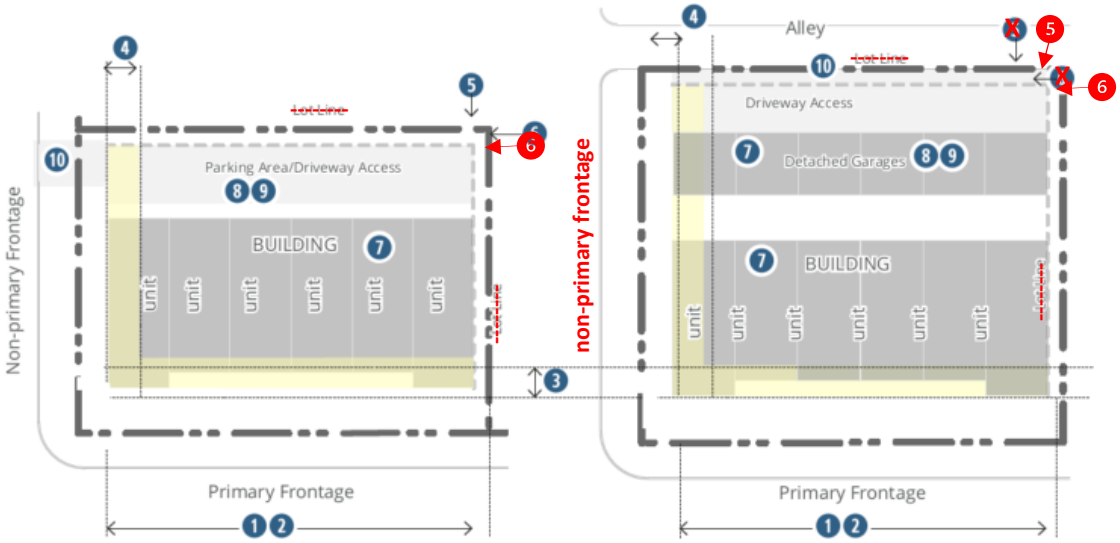
Building Siting

Figure 3-8. Commercial Center



Building Siting

Figure 3-12. Row Building



Building Siting

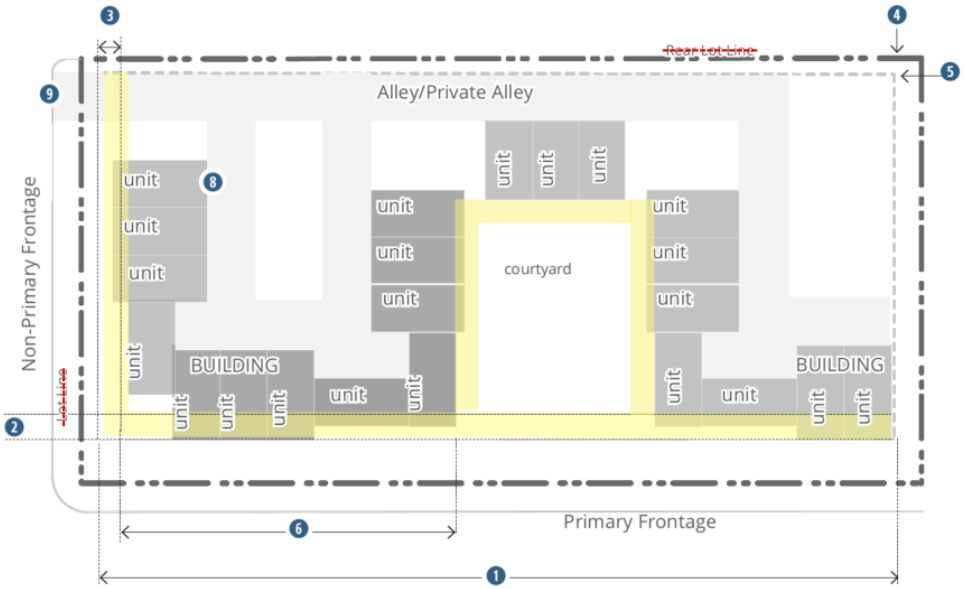


Figure 3-13. Row Building: Courtyard Layout Example

Figure 3-15. Civic Building

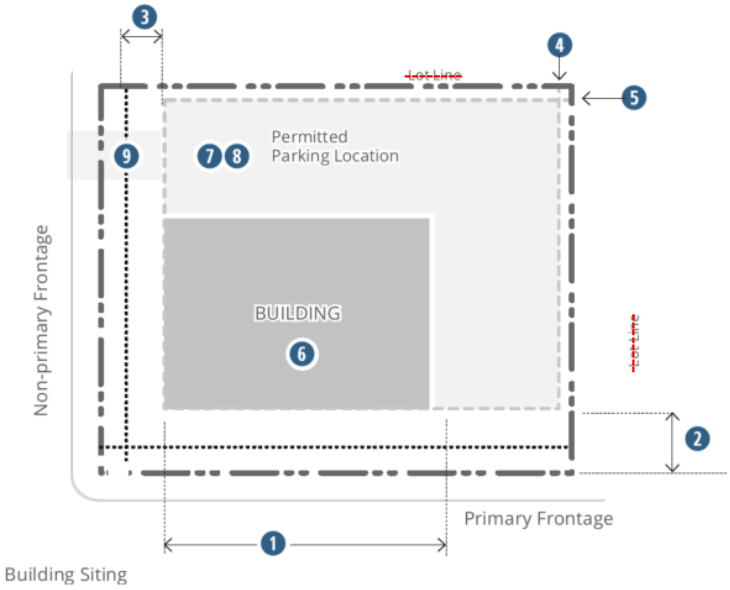
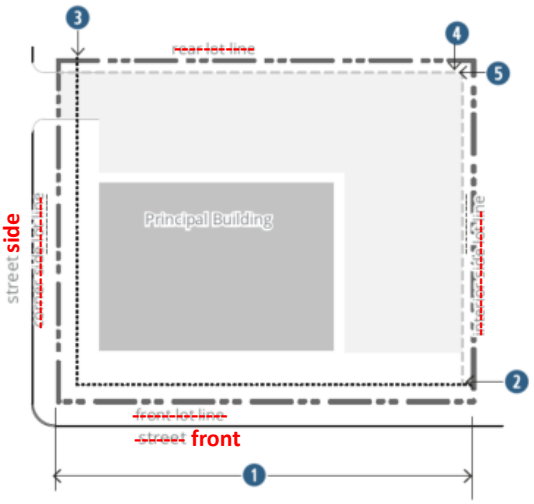
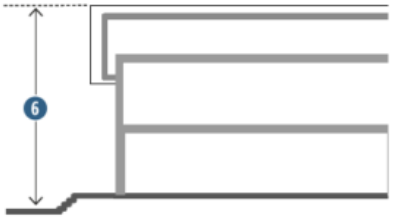


Figure 4-1. Buildings in Commercial & Employment Districts





Section 14-36(4)(c)1.

1. Where step-backs are required, upper stories that face streets must be set back ~~from lower stories a minimum 12~~ at least 10 feet from the street frontage. Lower stories must be capped with a permitted building cap. The roofs of the lower stories may be used for terraces.

NEW Section 14-39(7)

(7) Awnings, Canopies, and Marquees

An awning is a roof-like covering consisting of fabric, metal, or protective cover that projects from the wall of a building that generally serves the purpose of shielding a doorway. Entrance, window, or outdoor service area from the elements or to provide decorative distinction.

A canopy is a roof-like structure projecting from a wall and supported in whole or in part by the building and/or vertical supports from the ground and erected primarily to provide shelter from the weather.

A Marquees is a roof-like structure of a permanent and structural nature that projects from the wall of a building.

(a) Permit required
The replacement of an existing awning, canopy, or marquee requires a building permit. The addition of a new awning, canopy, or marquee requires both an approved site plan and a building permit.

(b) Materials
The use of vinyl or plastic is prohibited.

(c) Color
The colors must match or accent the building colors and materials that the awning, canopy, or marquee is attached to. White and translucent awnings and canopies are prohibited.

(d) Location
The awning, canopy, or marquee must be designed to project over individual windows and door openings and not project as a single continuous feature extending over other façade materials.

(e) Drainage and Wind Load
The roof of an awning, canopy, and marquee may not be used for any purpose other than to form and constitute a roof. The roof on private property may not drain directly onto the public right-of-way. The roof must be constructed to support a live load of not less than 60 pounds per square foot. Any added signage must be included with the calculation.

Section 14-70 Table 7-1

TABLE 7-1 — PRINCIPAL USE TABLE

USE CATEGORY	Districts																
Use Subcategory	Residential				Mixed-Use					Commercial & Employment				Special [1]			Definition & Regulations
Specific Use Type	R1	R2	RM-1	RM-2	MX1	MX2	MX3	GX1	GX2	O	C	BP-1	BP-2	I	AG	PI-1	PI-2	
Assembly and Entertainment																		
Small	–	–	–	–	●	●	●	●	●	–	●	–	–	–	–	–	–	14-73(2)
Large	–	–	–	–	–	–	●	–	–	–	●	–	–	–	–	–	–	14-73(2)
Business or Trade School	–	–	–	–	◓	◓	◓	●	●	–	●	–	–	–	–	–	–	14-73(2)
Commercial Service																		
Consumer Maintenance and Repair	–	–	–	–	●	●	●	●	●	–	●	●	©	–	–	–	–	14-73(4)
Personal Service	–	–	–	–	●	●	●	●	●	–	●	●	©	–	–	–	–	14-73(4)
Studio or Instructional Service	–	–	–	–	●	●	●	●	●	–	●	●	©	–	–	–	–	14-73(4)
Other Service	–	–	–	–	–	–	–	–	–	–	●	●	●	●	–	–	–	14-73(4)
Day Care																		
Day Care Home, Family	●	●	●	●	◓	◓	◓	●	●	–	–	–	–	–	–	–	–	14-73(5)
Day Care Facility, Adult	–	–	–	–	◓	◓	◓	●	●	–	–	–	–	–	–	–	–	14-73(5)
Day Care Center, Group	–	–	–	●	◓	◓	◓	●	●	●	●	●	©	–	–	–	–	14-73(5)
Eating and Drinking Places																		
Restaurant	–	–	–	–	●	●	●	©	©	–	●	–	–	–	–	–	–	14-73(6)
Bar	–	–	–	–	●	●	●	©	©	–	●	–	–	–	–	–	–	14-73(6)
Financial Service																		
Financial Institution	–	–	–	–	●	●	●	●	●	●	●	–	–	–	–	–	–	14-73(7)
Convenient Cash Business	–	–	–	–	–	–	–	–	–	–	©	–	–	–	–	–	–	14-73(7)
Pawnshop	–	–	–	–	–	–	–	–	–	–	©	–	–	–	–	–	–	14-73(7)
Funeral ~~or Mortuary Service~~																		
Funeral Home	–	–	–	–	–	–	●	●	●	–	●	–	–	–	–	–	–	14-73(8)
Cremation Service	–	–	–	–	–	–	–	–	–	–	©	–	–	–	–	–	–	14-73(8)
Lodging																		
Bed & Breakfast Inn	©	©	●	●	–	–	–	–	–	–	–	–	–	–	●	–	–	14-73(9)
Hotel	–	–	–	–	●	●	●	●	●	●	●	–	–	–	–	–	–	14-73(9)
Motel	–	–	–	–	–	–	–	–	–	–	●	–	–	–	–	–	–	
Short-term Rental	●	●	●	●	◓	◓	◓	●	●	–	–	–	–	–	–	–	–	14-73(9)
Medical Service	–	–	–	–	●	●	●	●	●	●	●	●	–	–	–	–	–	14-73(10)
Office	–	–	–	–	◓	◓	●	●	●	●	●	●	●	●	–	–	–	14-73(11)
Parking, Non-accessory	–	–	–	–	●	●	●	●	●	–	●	●	●	●	–	–	–	14-73(12)
Retail Sales																		
Convenience Goods	–	–	–	–	●	●	●	●	●	–	●	–	–	–	–	–	–	14-73(13)
Consumer Shopping Goods	–	–	–	–	●	●	●	●	●	–	●	–	–	–	–	–	–	14-73(13)
Building Materials and Supplies	–	–	–	–	–	–	–	–	–	–	●	●	●	●	–	–	–	14-73(13)
Landscape Materials and Supplies											©		©	©				

KEY: ●=permitted by right | ◓=permitted only above ground-floor | ©=conditional use | –=prohibited

[1] Uses allowed in CON (Conservancy) district are listed in 14-52

).

Section 14-73(5)(c)

(c) Day Care Center, Group

A day care use for 9 or more individuals under ~~7~~ 12 years of age.

Section 14-73(8)

(8) **Funeral ~~and Mortuary Service~~**

Uses that provide services related to the death of a human , pet, or support/companion animal, including funeral homes and cremation services.

(a) Funeral Home

1. Defined

   An establishment where deceased humans are prepared for burial. Preparation includes the care, preparation, viewing, and transportation of deceased human remains, performed by a licensed mortician or funeral director. An establishment may provide a funeral home use for pets and support/companion animals as an accessory use if the primary funeral home use is for deceased humans.

2. Supplemental Regulations

   a. Cremation service is prohibited.
   b. Wisconsin issued funeral home license is required.
   c. Approvals/permits from the City are required for zoning, health and safety, fire safety, and building.

(b) Cremation Service

1. Defined

   An establishment where deceased human remains are reduced to ash through intense heat in a specially designed chamber by a licensed mortician or funeral director. Cremation service may include a full-service funeral home with a viewing and memorial or can be a simplified direct cremation without additional services. An establishment may provide a cremation service use for pets and support/companion animals as an accessory use if the primary cremation use is licensed for deceased humans.

3. Supplemental Regulations

   The following must be provided with conditional use requests for cremation service.

   a. Cremation service for any other animal is prohibited.
   b. Wisconsin issued funeral home license is required.
   c. Approvals/permits from the City are required for zoning, health and safety, fire safety, and building.

14-73(13)(a)

(a) Convenience Goods

Retail sales uses that sell or otherwise provide (1) sundry goods; (2) products for personal grooming and for the day-to-day maintenance of personal health or (3) food or beverages for off-premise consumption, retail bakeries and similar uses that provide incidental and accessory food and beverage service as part of their primary retail sales business. Typical uses include convenience stores, grocery stores, drug stores, specialty food stores, wine or liquor stores, newsstands and florists. Exclusive smoke and vape shops where smoking, vaping, and related accessories are the primary sales are prohibited.

Section 14-81 Table 8-1)

TABLE 8-1 — PARKING RATIOS	
USE CATEGORY Use Subcategory Specific Use Type	Minimum Number of Motor Vehicle Parking Spaces Required (see 14-84 for more information on bicycle parking)
PUBLIC AND CIVIC	
Cemetery	No minimum
Club or Lodge	1 per 200 sf
College or University	As established per 14-82(6)
Hospital	1 per 2 employees + 1 per 4 beds
Library or Cultural Exhibit	1 per 2 employees + 1 per 600 sf
Parks and Recreation	As established per 14-82(6)
Religious Assembly	With fixed seating = 1 per 6 seats; Without fixed seating = 1 per 200 sf
Safety Service	1 per 2 employees
School	
Elementary or Middle School	1 per employee
Senior High School	1 per employee + 1 per 4 students
Utilities and Public Service Facilities	
Minor	No minimum
Major	1 per 2 employees
COMMERCIAL	
Animal Service	
Boarding	1 per employee
Grooming	1 per 2 employees + 1 per 400 sf
Veterinary	1 per employee + 1 per 400 sf
Assembly and Entertainment	With fixed seating = 1 per 6 seats; Without fixed seating = 1 per 200 sf
Business or Trade School	1 per employee + 1 per 6 students
Commercial Service	
Consumer Maintenance & Repair	1 per 400 sf
Personal Service	1 per 400 sf
Studio or Instructional Service	1 per 400 sf
Day Care	
Family Day Care Home	As required for type of residential dwelling unit
Group Day Care Center	1 per 10 enrollees + adequate off-street loading and unloading space, as determined as part of site plan review process
Adult Day Care Facility	
Eating and Drinking Places	
Restaurant	1 per 200 sf
Bar	1 per 200 sf
Financial Service (except as below)	1 per 400 sf
Convenient Cash Business	1 per 400 sf
Pawnshop	1 per 200 sf
Funeral ~~or Mortuary Service~~	With fixed seating = 1 per 6 seats; Without fixed seating = 1 per 200 sf
Lodging	

***DU = dwelling unit | sf = square feet**

Section 14-91 Table 9-1

TABLE 9-1 – ALLOWED MAJOR FAÇADE MATERIALS

	MAJOR FAÇADE MATERIAL (alphabetical)	DISTRICTS						
		RM	P	X~~, P~~	O	C	BP~~, I~~	I
A	**Brick** full dimensional, unit face brick, economy size or thin, veneer	●	●	●	●	●	●	●
	~~**Brick**~~ ~~Economy size, or thin, veneer~~				–	–	–	
B C	**Concrete Masonry Units** architectural, minimum 3" depth, "artisan stone" look, varied sizes, (Eschelon Masonry or approved equal), "stone" face, "hewn stone", rock cut	●	●	●	●	●	●	●
	Concrete Masonry Units minimum 3" depth, split-faced, burnished/ground face, glazed, or honed, painted/tinted/textured tilt-up concrete		●		●	●	●	●
D	**Fiber Cement Board** finished lap siding or shingles, hardy board	●	●	● Commercial Manor & Row Building Only				
E	**Glass** curtain wall system	●	●	● Except Commercial Manor & Row Building	●	●	●	●
	Metal metal panel system with 35% ~~ground level~~ masonry (brick, approved concrete masonry units, or stone) starting at grade for a minimum of one full story masonry with the balance of the required masonry being distributed on the same façade		–	● Multi-Story Building Only			--	--
	Metal metal panel system with 35% ground level masonry (brick, approved concrete masonry units, or stone) and 2-feet of the required masonry surrounding all street facing doors		●	–			●	●
	Stone natural veneer	●	●	●	●	●	●	●
F	**Wood** painted, stained, or treated lap siding, shingles	●	●	● Commercial Manor & Row Building Only				

Section 14-91 Table 9-2

TABLE 9-2 – ~~ALLOWED~~ MINOR FAÇADE MATERIALS

All allowed major façade materials may be used for minor façade materials, unless otherwise listed as prohibited in Table 9-4.

	MINOR FAÇADE MATERIAL (alphabetical)	Allowed ~~on Buildings in These~~ Districts	~~Allowed Facades~~ Maximum Amount on Front Facade	Maximum Amount on ~~each~~ Street Side Facade	Maximum Amount on Interior Side Facade	Maximum Amount on Rear Facade
	~~**Brick**~~ ~~economy size; or thin, veneer~~	~~RM, P, X, O, C, BP, I~~	~~-~~	~~-~~	~~100%~~	~~100%~~
	Concrete Surfaces textured unfinished	BP, I	30%	30%	30%	30%
	Concrete Surfaces finished, stained, painted, treated	RM, P, X Below First Floor Only	30%	30%	30%	30%
		O, C, BP, I	30%	30%	30%	30%
	Concrete Masonry Units minimum 3" depth, split-faced, burnished/ground face, glazed, or honed (not tilt up concrete)	RM, X Except Commercial Manor	-	-	100%	100%
G	**Fiber Cement Board** finished ~~panels~~ lap siding or shingles, hardy board. Requires a major material at grade up to 2 feet and adjacent to entrances	RM, P, X, O, C, BP, I	30%	30%	30%	30%
	~~**Glass**~~ ~~curtain wall system:~~	~~RM, P, X, O, C, BP, I~~ ~~Except Commercial Manor~~	~~30%~~	~~30%~~	~~30%~~	~~30%~~
	Glass Block	RM, P, X, O, C, BP, I Except Commercial Manor	-	-	20%	20%
H	**Metal** metal panel system with 35% ground level masonry (brick, approved concrete masonry units, or stone) and 2-feet of the required masonry surrounding all street facing doors	P, ~~MX1, GX1,~~ O, BP, I	30%	30%	30%	30%
	Metal Composite natural veneer	P, MX1, GX1, O, BP, I	-	-	30%	30%
	Metal Siding Coated siding	BP, I	-	-	-	100%
I	**Metal, Corten** Panels or panel system	P, MX1, GX1, O, BP, I	30%	30%	30%	30%
J	**Stucco** Cement based, 2-3 layer hard coat	RM, P, X, O, C, BP, I 3rd or Higher Stories Only	30%	30%	30%	30%
	Stucco Synthetic or with elastrometric finishes	RM, P, X, O, C, BP, I 3rd or Higher Stories Only	30%	30%	30%	30%
	Terra Cotta or Ceramic Tiles or panels	RM, P, X, O, C, BP, I	20%	20%	20%	20%
K	**Translucent Panel System** Double-wall, polycarbonate panels	RM, P, X, O, C, BP, I Except Commercial Manor	20%	20%	20%	20%
	Vinyl Siding Minimum 0.42 inches thick	GX1, GX2 On Row Building Only	30%	30%	100%	100%
L	**Wood** Natural, aged lap siding, shingles, rain screen system	RM, P, X, O, C, BP, I	30%	30%	30%	30%
M	**Wood, Composite** Rainscreen system	RM, P, X, O, C, BP, I	30%	30%	30%	30%

Section 14-92(11)

(11) Mechanical Equipment & Appurtenances

In R1 and R2 Districts, mechanical equipment and appurtenances located in principal building front yards or street side yards are required to be screened with an opaque fence, wall, or louvered screen.

The design regulations of the remainder of this subsection apply in RM, X, O, C, BP, I and PI districts. Mechanical equipment and appurtenances can have a negative visual impact and detract from the quality of the design of a building. The purpose of these regulations is to ensure that the visual impact of mechanical equipment and appurtenances is minimized. See Figure 9-11 for illustrations.

Section 14-92(11)(b)

(b) Mechanical Equipment on Rooftop

Any rooftop mechanical equipment, such as but not limited to vents, ducts, condensers, and ventilators, and not including solar panels, must be located consistent with ~~one~~ all of the following methods:

Section 14-106(8)

(8) Transitional Yard Areas

Additional landscaping ~~or fences are~~ is required to provide visual screening when O, C, BP, and I districts abut residential districts within the City of De Pere. Transitional yard area requirements include all of the following:

NEW Section 14-111(c)13.

13. Vinyl sign faces for permitted signs that are attached to a structure with grommets or affixed directly to a wall without any sign structure.

Section 14-111 Table 11-1

TABLE 11-1 — PERMITTED AND PROHIBITED SIGNS

Sign Type	Districts																			
	Residential				Mixed-Use					Commercial & Employment					Special					
	R1	R2	RM-1	RM-2	MX1	MX2	MX3	GX1	GX2	O	C	BP-1	BP-2	I	AG	CON	PI-1	PI-2	PUD	ROW
Abandoned sign	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Address nameplate	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	-
Art	-	-	●	●	●	●	●	●	●	●	●	●	●	●	-	●	●	●	●	-
Awning	-	-	-	-	●	●	●	●	●	●	●	●	●	●	-	-	-	-	-	●
Banner (except as otherwise expressly allowed)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Billboard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Business center	-	-	-	-	●	●	●	●	●	●	●	●	●	●	-	-	-	●	●	-
Canopy	-	-	-	-	●	●	●	●	●	●	●	●	●	●	-	-	-	-	-	●
Changeable copy, manual	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Directional (driveway)	-	-	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	-
Directional (wall)	-	-	-	-	-	-	-	-	-	-	-	●	●	●	-	-	-	-	-	-
Electronic Message	-	-	-	-	-	-	●	-	●	●	●	-	-	-	-	-	●	●	●	-
Engraved (into building)	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	-
Flag	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	-
Flashing/strobe (lights)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Government	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Historic/Information Kiosk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	●	●	●	●	●
Inflatable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interior (visible from ROW)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	-	●	●	●	●	-
Marquee	-	-	-	-	●	●	●	●	●	●	●	●	●	●	-	-	-	-	-	●
Menu Board (drive-through)	-	-	-	-	-	●	●	●	●	-	●	-	-	-	-	-	-	-	-	-
Monument	-	-	●	●	●	●	●	●	●	●	●	●	●	●	-	●	●	●	●	-
Mural or Ghost	-	-	-	-	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	-
Pole	-	-	-	-	-	-	●	-	●	-	●	-	-	-	-	-	-	-	-	-
Projecting	-	-	-	-	●	●	●	●	●	●	●	-	-	-	-	-	-	-	-	●
Sandwich Board	-	-	-	-	●	●	●	●	●	-	-	-	-	-	-	-	-	-	-	●
Search Light (except for special event)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wall	-	-	-	-	●	●	●	●	●	●	●	●	●	●	-	●	●	●	●	-
Window	-	-	-	-	●	●	●	●	●	●	●	-	-	-	-	-	-	-	-	-

Section 14-111 Table 11-7

TABLE 11-7 — SIGN REGULATIONS: SPECIAL DISTRICTS

Sign Type	Zoning District	Max. Number Per Street Frontage	Maximum Height (ft.)	Maximum Area (sq. ft.)	Minimum Clearance	Minimum Setback (ft.)	Allowed Illumination
Art	CON	1	10	100	NA	5	External, backlit, internal
	PI-1		8	40	**NA**	**5**	**External, backlit, internal**
	PI-2, PUD	In accordance with city-approved master plan (PI-1regulations apply if no master plan sign regulations)					
Business Center	PI-2 , PUD	In accordance with city-approved master plan (PI-1regulations apply if no master plan sign regulations)					
Electronic Message	AG, CON, PI-1, PI-2 , PUD	Allowed only as part of a Business Center, or Monument sign face. Regulations of subject sign type govern number, height, dimensions, setbacks etc.					EMS
Monument	AG	1	6	30	NA	5	External, backlit, EMS
	CON		8	75	NA	5	
	PI-1		6	50	NA	5	
	PI-2 , PUD	In accordance with city-approved master plan (PI-1regulations apply if no master plan sign regulations)					
Wall	CON, PI-1	1 per tenant on first floor with street frontage	Below parapet, 20 if no parapet exists	1 per linear foot of frontage, minimum of 25 and maximum of 50	NA	NA	External, backlit, internal
	PI-2 , PUD	In accordance with city-approved master plan (PI-1regulations apply if no master plan sign regulations)					
Interior (visible from ROW)	CON, PI-1	1	NA	30% of first floor street fronting window area	NA	5 (from interior of window)	External, backlit, internal
	PI-2 , PUD	In accordance with city-approved master plan (PI-1regulations apply if no master plan sign regulations)					

Section 14-111 Table 11-8

TABLE 11-8 — REGULATIONS FOR SIGNS PERMITTED WITHOUT A SIGN PERMIT							
Sign Type	Zoning District	Max. Number Per Street Frontage	Maximum Height (ft.)	Maximum Area (sq. ft.)	Minimum Clearance	Minimum Setback (ft.)	Allowed Illumination
Address Nameplate	All	1 per street entry	NA	NA	NA	NA	External, backlit
Construction	All	1	6	50	NA	5	None
Directional (Driveway)	All	1 per driveway	6	6	NA	5	None
Door	RM-1, RM-2, MX1, MX2, MX3, GX1, GX2, O, C, BP1, BP2, I, AG, CON, PI1, PI2, PUD	1	NA	NA	NA	NA	None
Engraved	All	1	NA	50	NA	NA	None
Flag (official government)	All	NA	NA	NA	NA	5	External, backlit
Flag (non-government)	All	5	NA	90 (total for all flags)	NA	5	None
Government	All	NA	NA	NA	NA	NA	External, backlit
Historic/ Information Kiosk	**CON, PI1, PI2,PUD, ROW**	**NA**	**NA**	**30**	**NA**	**5, NA if in ROW**	**External, Digital Monitor**

Section 14-113(2)

(2) Awning, ~~/~~ Canopy, ~~/~~ and Marquee Signs

Awning, canopy, and marquee signs are subject to the following supplemental regulations.

(a) A new a~~A~~wning, ~~/~~ canopy,~~ies /~~, or marquee without any sign~~s~~age ~~are permitted above doors and windows with~~ requires both an approved site plan and a building permit (see 14-39(7)).

(b) ~~Awning/canopy~~ Awning, canopy, and marquee signs are only permitted at the ground-level of a building.

(c) Awning, canopy, and marquee signs may not extend above the roof or parapet of the structure ~~to which~~ that it is attached to.

(d) Awning, canopy, and marquee signs may not interfere with street trees or traffic signs.

(e) Awning, canopy, and marquee signs must be supported solely by the building ~~to which it is~~ that it is attached to, and no columns or posts are permitted as support~~s~~ within the right-of-way.

~~(f) The roofs of marquees/awnings and canopies may not be used for any purpose other than to form and constitute a roof. The roofs of all marquees/awnings and canopies on private property may not drain directly onto the public right-of-way. The roofs of all marquees/awnings and canopies must be constructed to support a live load of not less than 60 pounds per square foot. Any text, logos, or other graphic representation qualifying as a sign that is placed on an awning, canopy, or marquee must be included within the calculation of total allowable wall sign area and are subject to the wall sign area regulations of this article.~~

~~(g)~~(f) ~~Lettering and logos~~ The sign area may not ~~exceed~~ cover more than 30% of the total exterior of an awning~~/ canopy and cannot exceed 30 square feet~~.

~~(h) Awnings and canopies may not be white or translucent.~~

~~(i) Awnings with back-lit graphics or other kinds of interior illumination are prohibited.~~

~~(j) Matte-finish canvas or acrylic coated fabric is required for awnings. Vinyl awnings are prohibited.~~

~~(k)~~(g) ~~Lettering or logos~~ Awning signage must be painted or ~~otherwise~~ permanently affixed ~~on~~ to the front and/or side ~~portions~~ of an awning~~. or canopy.~~

~~(l) Awnings must be designed to project over individual windows and door openings and not project as a single continuous feature extending over masonry.~~

~~(m)~~(h) In mixed-use districts, the sign may project into the public right-of-way~~,~~ but may not extend closer than 3 feet to any street curb line.

NEW Section 14-113(3)(c)

(c) The business center name must be on the sign. At least 20% of the sign area must be reserved for the business center name.

NEW Section 14-113(5) [Renumber existing (5) through (10) to become (6) through (11)]

(5) Historic/Information Kiosk

Historic/Information Kiosks with digital/monitor illumination are subject to the following supplemental regulations.

(a) Digital/Monitors shall not be visible to vehicular traffic in the right-of-way.

(b) Flashing messages are prohibited.

(c) The digital/monitor must be equipped with photosensitive equipment that automatically adjusts the brightness and contrast of the sign in direct relation to the ambient outdoor illumination. The sign must not exceed a maximum illumination of 5,000 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits (candelas per square meter) between dusk to dawn as measured from the sign's face at maximum brightness. Such sign may not be illuminated at a level greater than necessary for adequate visibility. Digital/monitors that are found to be too bright must be modified upon an order by the city.

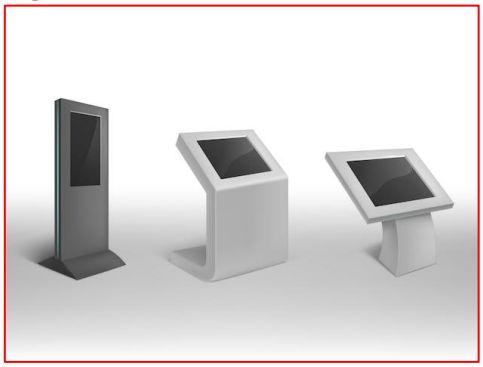
(d) Digital/monitors that are not in a right-of-way may not display off-premise commercial advertising.

(e) Digital/Monitors in the Special districts must be extinguished (turned off) between 10:00 p.m. and 6:00 a.m.

(f) Sign sponsorship references are limited to no more that 5% of the sign face area.

NEW Section 14-113 Figure 11-4 [Renumber existing -4 through -8 to become -5 through -9]

Figure 11-4. Historic/Information Kiosk



Section 14-113(7)(b)

(b) Projecting signs must ~~have a minimum clearance of 12 inches between building face and sign and may~~ not project more than ~~4~~ 3 feet from the building or closer than 3 feet to the edge of the sidewalk. ~~, whichever is less.~~

Section 14-113(7)(1)

(1) Sign Inspector

The zoning administrator, or their designee~~, city building inspector~~ is designated as the sign inspector with responsibility for:

Section 14-114(2)(d)

(d) Permits Required

Except as otherwise expressly stated in this ordinance, it is unlawful for any person to erect, construct, enlarge or structurally modify a sign, or cause the same to be done in the city, without first obtaining a sign permit for each such sign from the sign inspector as required by this article. Permits are not required for a change of an image on an existing sign face ~~copy on any sign~~, nor for the repainting, cleaning, and other normal maintenance and repair of the sign and sign structure. If the work authorized by the permit has not been completed within 12 months after the date of permit issuance, the permit lapses and becomes null and void."

Section 14-122(4)

(4) Neighbor Communication

The applicant or the applicant's authorized agent is encouraged to contact owners of properties that abut the subject property and owners of properties to whom mailed notice is required by state law in order to provide information on the proposed rezoning and to gauge neighbor support for the proposal. Neighbor communication is not required when removing a PDD overlay only.

Section 14-122(5)(d)

(d) Courtesy Notice

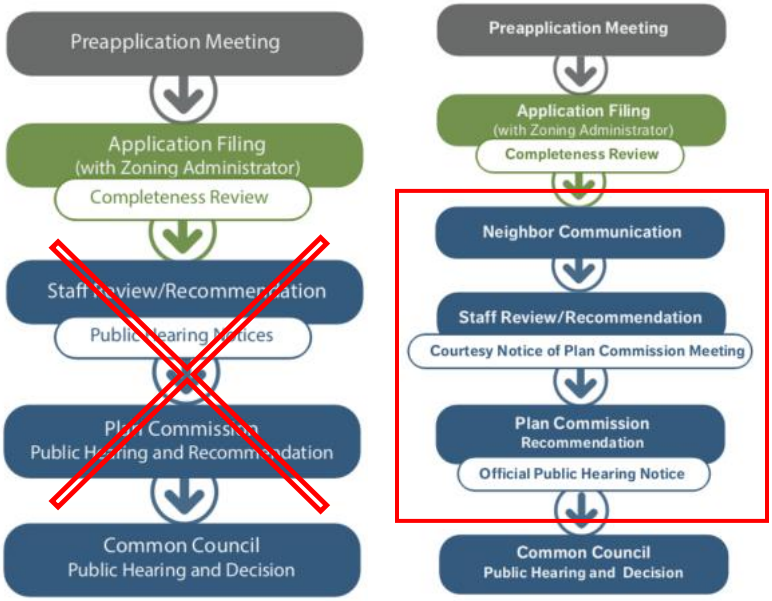
Courtesy notice must be mailed to all property owners within 300 feet of the subject property at least 10 days before the plan commission meeting. Courtesy notice is not required when removing a PDD overlay only, however the property owner must be noticed.

NEW Section 14-123(5) [Renumber existing (5) through (11) to become (6) through (12)]

(5) Neighbor Communication

The applicant or the applicant's authorized agent is encouraged to contact owners of properties that abut the subject property and owners of properties to whom mailed notice is required by state law in order to provide information on the proposed rezoning and to gauge neighbor support for the proposal. Neighbor communication is not required when revoking a conditional use.

Section 14-123 Figure 14-3



Section 14-123(6)(b)2. & (c).

2. All owners of property within 300 feet of the subject property; however, 300-foot property notification is not required when revoking a conditional use.

(c) Posted

At least one notice sign must be posted on each public street frontage abutting the subject property at least 10 days before required public hearings. A notice sign is not required when revoking a conditional use.

Section 14-163(1)

Awning. a roof-like covering consisting of fabric, ~~plastic~~ metal, or protective cover that projects from the wall of a building that generally serves the purpose of shielding a doorway. Entrance, window, or outdoor service area from the elements or to provide decorative distinction.

Section 14-163(19) [five various definitions]

Sign, Backlit Illumination. A sign that has a source of illumination designed to project lighting against the surface behind the writing, representation, emblem, or any figure or similar character. The light source is not visible.

Sign, EMS Illumination. A sign that is illuminated with changeable messages or images, typically using LED lights.

Sign, External~~ly~~ Illuminati~~oned~~. A sign ~~illuminated by or exposed to artificial lighting by lights on the sign or directed toward the sign.~~ that has a light source separate from and outside the sign. The light source is angled to illuminate the exterior surface of the sign and/or sign structure.

Sign, Historic/Information Kiosk. A structure in a public area used for providing historic or public information, often incorporating an interactive display screen or screens.

Sign, Internal~~ly~~ Illuminati~~oned~~. A sign ~~lighted by or exposed to artificial lighting by lights in the sign~~ that has a light source entitely enclosed within the sign and not directly visible to the eye. Illuminated push through lettering/shapes are internal illumination.

Section 14-163(24)

Yard, Street Side. A side yard that adjoins a public street between the front yard and the rear property line.

Section 14-163(25) Figure 16-10

Revise the following in the figure:

- Adjust the Build-to Zone to be adjacent to the front street and side street.
- Extend the Street-side Yard to the rear property line.
- Properly locate the dashed Side Yard setback lines.
- Add "Alley" to east side of graphic

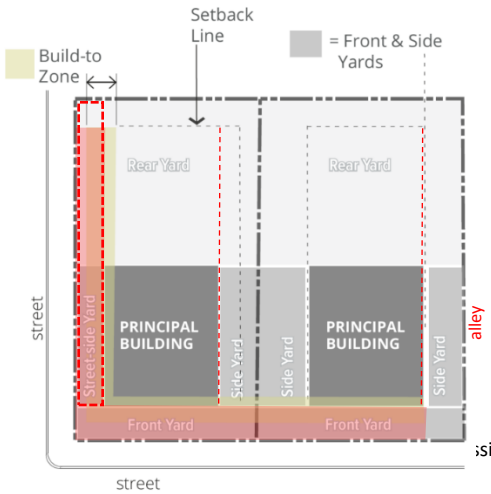
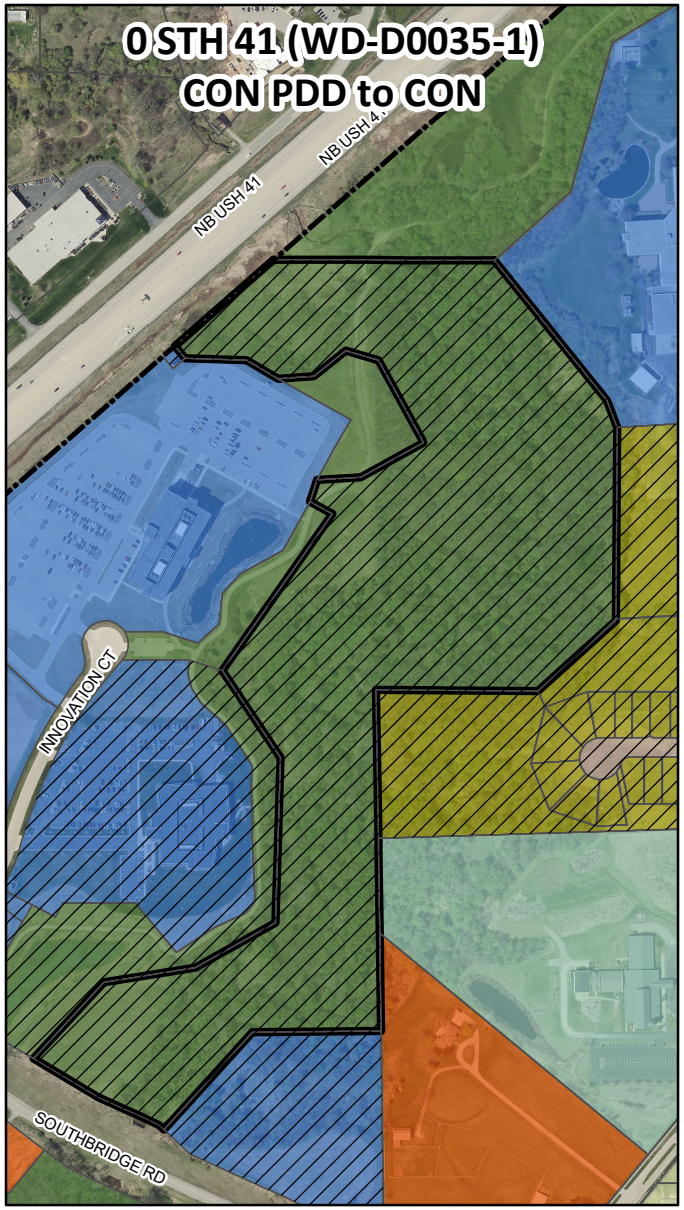
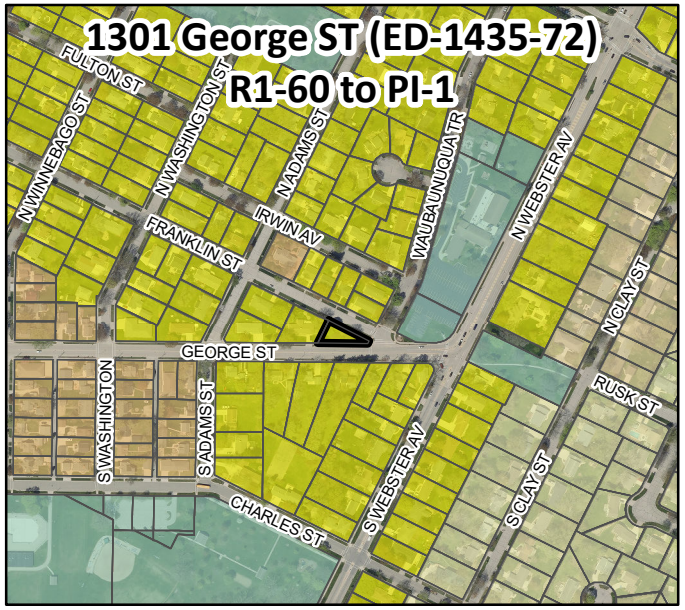
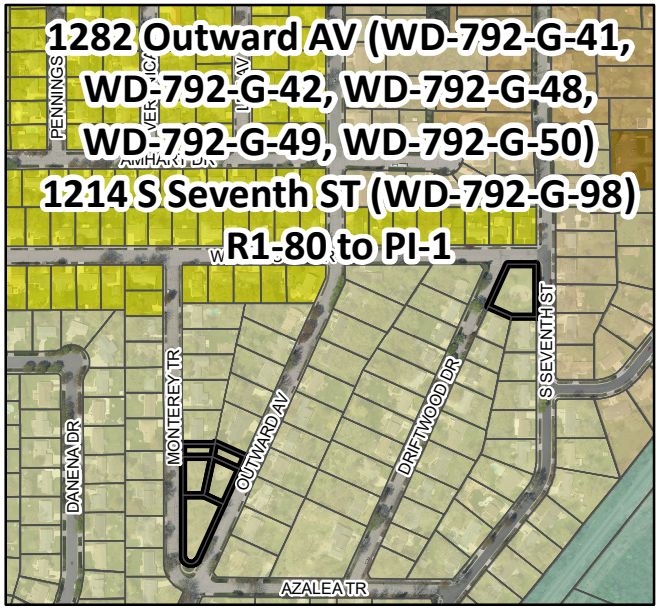


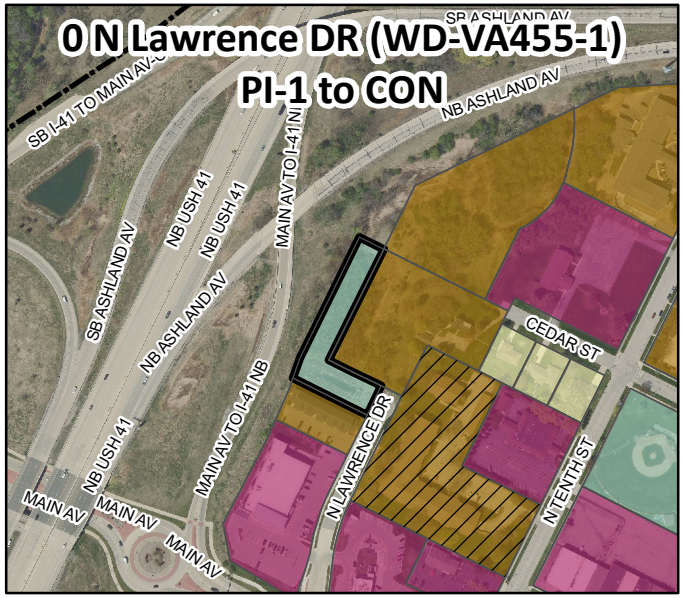
Figure 16-10. Yards

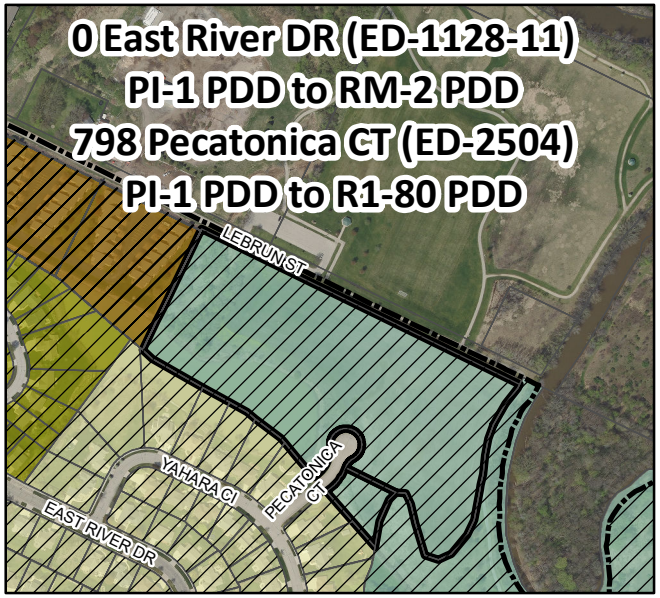
-end-











Zoning Map Correction Detail (Draft For Review - May 2025)

DE PERE

N
S

0 125 250 500 Feet

Parcels
Pre-Existing PDD (Prior to Jan 1, 2023)

- A:Agricultural
- R1-80: Single-Dwelling Detached
- R1-60: Single-Dwelling Detached
- R1-45:Single-Dwelling Detached
- R2-60: Two-Unit
- R2-45: Two-Unit
- RM-1: Multi-Unit Districts
- RM-2 Multi-Unit Districts
- MX1: Downtown Mixed-Use District
- MX2: Neighborhood Mixed-Use District
- MX3: Corridor Mixed-Use District
- GX1: Office-Residential Mix District
- GX2: Neighborhood Office-Residential
- O: Office
- C: Commercial
- BP-1: Business Park 1
- BP-2:Business Park 2
- I: Industrial
- CON: Conservancy
- PI-1: Neighborhood Public & Institutional District
- PI-2: Campus Public & Institutional District

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced.
The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.

Data Source: City of De Pere, Brown County

City of De Pere, Wisconsin **I.5**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	City Clerk
FROM:	
SUBJECT:	Public Hearing to Act on a Request to Terminate 13 Conditional Use Resolutions on Property Owned by St. Norbert College.
RECOMMENDED ACTION:	

ATTACHMENTS:
None

Publish: May 2, 2025, and May 9, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, May 20, 2025,** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request to revoke the following 13 Conditional Use Resolutions on property owned by St. Norbert College:

Resolutions #20-60, #18-53, #16-83, #16-01, #15-134, #15-88, #15-77, #15-76, #14-128, #14-107, #14-85, #11-22, #10-130, located at 290 Reid ST, 421 Fourth ST, 507 Fourth ST, 515 Fourth ST, 103 Grant ST, 601 Third ST, multiple locations, 325 Marsh ST, 620 Fourth ST, 405 Grant ST, 420-436 College AV, 409 Third ST, 316 Third ST.

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A map of the proposed conditional use is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 29th day of April, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin **I.5.B**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Recommendation from Plan Commission.
RECOMMENDED ACTION:	Approval

On April 28, 2025, Plan Commission unanimously recommended approval by a vote of 7-0.

ATTACHMENTS:
CU Revoked Memo - CC

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Common Council Members
From: Peter Schleinz, Senior Planner | Zoning Administrator
Date: May 20, 2025

RE: **Consideration and possible action to revoke 13 expired, unused, or unneeded Conditional Uses on the St. Norbert College campus that were issued between 2010-2020 (Resolutions #20-60, #18-53, #16-83, #16-13, #15-134, #15-88, #15-77, #15-76, #14-128, #14-107, #14-85, #11-22, #10-130).***

Summary:
Between the years 2010-2020, 13 conditional use resolutions were approved on the St. Norbert College Campus. Most of the conditional uses are no longer needed for at least one of three reasons:

1. The timeline to implement the conditional use conditions has expired.
2. The conditional use is no longer in use.
3. The conditional use is no longer needed because the use is permitted by right in the current Zoning Ordinance.

Each of the 13 conditional uses are listed in a table on the back of this memo with a corresponding resolution number, year approved, conditional use summary, and the Zoning Administrator's reason for proposing revocation.

On March 13, 2025, the conditional uses were shared with both the St. Norbert College Risk and Property Management Director and the Director of Facilities and Capital Planning / Capital Projects Manager. On March 17, 2025, and again on April 14, 2025, the St. Norbert College Risk and Property Management Director agreed that the conditional uses could be revoked.

Plan Commission Recommendation:
Revoke the conditional uses for Resolutions #20-60, #18-53, #16-83, #16-13, #15-134, #15-88, #15-77, #15-76, #14-128, #14-107, #14-85, #11-22, #10-130.

Table of Proposed Conditional Uses to Revoke on the St. Norbert College Campus Years 2010 – 2020

Resolution Number	Year Approved	Conditional Use Summary	Zoning Administrator's Reason for proposing Revocation
#20-60	2020	Overnight Shelter at 290 Reid ST	1. Use was for the Pennings Activity Center only, which was demolished. 2. Use would expire in July 2025 If building wasn't demolished.
#18-53	2018	Overnight Shelter at 290 Reid ST	1. Use expired in July 2020.
#16-83	2016	College or University: Household Living at 421 Fourth ST, 507 Fourth ST, 515 Fourth ST	1. Use is permitted by right without a conditional use.
#16-13	2016	College or University: Household Living at 103 Grant ST	1. Use is permitted by right without a conditional use.
#15-134	2015	College or University: Mulva Family Fitness and Sports Center at 601 Third ST	1. Use is permitted by right without a conditional use.
#15-88	2015	College or University: Food Trucks at multiple locations	1. Conditional use is not needed because approval process requires obtaining a special events permit
#15-77	2015	College or University: Household Living at 325 Marsh ST	1. Use is permitted by right without a conditional use.
#15-76	2015	College or University: Household Living At 620 Fourth ST	1. Use is permitted by right without a conditional use.
#14-128	2014	College or University: Office on Floors 1-2, Household Living on Floors 3-4 at 405 Grant ST	1. Use is permitted by right without a conditional use.
#14-107	2014	Overnight Shelter at 290 Reid ST	1. Use was for the Pennings Activity Center only, which was demolished 2. Use rescinded by Council in 2018.
#14-85	2014	College or University: Household Living at 420-450 College AV	1. Address now is 420-436, not 420-450. 2. Use is permitted by right without a conditional use.
#11-22	2011	College or University: Student Union at 409 third ST	1. Use is permitted by right without a conditional use.
#10-130	2010	College or University: Admission Center at 316 Third ST	1. Use is permitted by right without a conditional use.

RESOLUTION #25-55

APPROVING TERMINATION OF 13 EXPIRED, UNUSED OR UNNEEDED
CONDITIONAL USES FOR ST. NORBERT COLLEGE CAMPUS
(2010-2020)

WHEREAS, the Common Council of the City of De Pere authorized and approved 13 Conditional Use Permits, pursuant to Resolutions #10-130, #11-22, #14-85, #14-107, #14-128, #15-76, #15-77, #15-88, #15-134, #16-13, #16-83, #18-53 and #20-60 for various parcels located within the St. Norbert College campus during the years 2010-2020; and

WHEREAS, following discussions among the St. Norbert College Risk and Property Management Director and the Director of Facilities and Capital Planning/Capital Projects, as well as City's Zoning Administrator, it was determined and mutually agreed that the approved conditional uses were no longer needed due to the following: the timeline to implement the conditional use conditions has expired, the conditional use is no longer in use or the conditional use is no longer applicable because that specific use is now permitted by right in the current Zoning Ordinance; and

WHEREAS, the City Plan Commission has reviewed such request, recommends approval thereof, and scheduled a public hearing for this matter to be determined by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Class 2 Notice of Public Hearing regarding the proposed termination of the Conditional Use Permits and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 20th day of May, 2025, at

7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

The Common Council hereby finds and determines that the Conditional Use Permits authorized by Resolutions #10-130, #11-22, #14-85, #14-107, #14-128, #15-76, #15-77, #15-88, #15-134, #16-13, #16-83, #18-53 and #20-60 are expired, unused or no longer needed, pursuant to the reasons as indicated on the attached Table of Proposed Conditional Uses to Revoke on the St. Norbert College Campus, as is attached hereto and incorporated herein by reference, and those conditional uses shall therefore be terminated.

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 20th day of May, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Review: 04/28/2025

City of De Pere, Wisconsin **I.6**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Administration
FROM:	
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
RECOMMENDED ACTION:	

ATTACHMENTS:
None

City of De Pere, Wisconsin **I.7**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Recommendation from Board of Public Works to Authorize Rental Service Agreement with Bay Towel, Inc. for Rugs and Towels for City Hall and Police Department and with Unifirst Corporation (d/b/a Cintas) for Rugs and Towels at the Municipal Service Center.
RECOMMENDED ACTION:	Staff's recommendation is to renew the 2 contracts with Bay Towel for the Police Department and City Hall and to approve Cintas for rug and towel service at the MSC for 3 years as a trial.

The Board of Public Works at the May 12, 2025, meeting approved renewing the contracts with Bay Towel for the Police Department and City Hall for rug and towel service. The Board also approved Cintas to provide rug and towel service at the Municipal Service Center for 3 years as a trial, and moved to forward the item to the Common Council for final approval. The motion passed with a 4-0 vote.

ATTACHMENTS:
Memo for BOPW Contract for Towels and Rugs, Comparison table, Quotes recieved

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: May 12, 2025
RE: Consideration and possible action on contracted services for rugs and towels for the Police Department, City Hall, and Municipal Service Center*

In the review of old contracts, I have noticed we have rug and towel contracts that are over 8 years old that are auto renewed annually for the Police Department and City Hall. Talking with Legal, they asked us to update the contracts. While reviewing the Contracts I also requested to quote to add rug and towel services at the MSC now that we have new flooring here.

Staff requested quotes for all three contracts. We only received quotes for just the MSC from the other vendors. The quotes were hard to make a true comparison. The services we receive from Bay Towel for the Police Department and City Hall have been good over the last 8 years.

Cintas is the vendor we use at the MSC for our uniforms and that service has been good for us for the last 3 years. The Fire Department tried Cintas for their cleaning supplies and the City of De Pere canceled their contract because of poor service.

The quotes I received are as follows:

Contractor	MSC	Police	City Hall
Bay Towel (current vender)	$143.92	$172.49	$96.06
Cintas	$106.95	NA	NA
UniFirst	$142.12	NA	NA

Staff's recommendation is to Renew the 2 contracts with Bay Towel for the Police Department and City Hall. Staff recommends adding the rug and towel service with Cintas at the MSC for 3 years as a trial. If this works out, we can look to add their service to the other 2 departments at the end of the Bay Towel contract. The cost of all the services above are in the current budget under operating costs.

Attachments:
Cost Comparison by item
Provider Quotes

Bay Towel				
Description	Inventory	Changes/EOW	Unit Price	Price/EOW
Mat, 4x6	6	3	$8.64	$25.92
Mat, 3x10	10	5	$10.80	$54.00
Mat, 4x12	2	1	$17.28	$17.28
Mat, 4x6	2	1	$12.00	$12.00
Dish Towel	12	6	$0.40	$2.40
Service Charge			$10.00	$10.00
Loss/damage			20%	$22.32
Total				$143.92

Cintas				
Description	Inventory	Changes/EOW	Unit Price	Price/EOW
Mat, 4x6	4	4	$3.29	$13.14
Mat, 3x10	12	12	$5.07	$60.84
Mat, 3x5	4	4	$3.29	$13.14
Dish Towel	50	50	$0.31	$15.25
Dish towel loss			30%	$4.58
Total				$106.95

UniFirst				
Description	Inventory	Changes/EOW	Unit Price	Price/EOW
Mat, 4x6	4	4	$2.55	$10.20
Mat, 3x10	12	12	$2.04	$24.48
Mat, 3x5	4	4	$1.28	$5.12
Dish Towel	12	12	$0.11	$1.32
Service Charge			$5.00	$5.00
Restock/exchange (per each)		32	$3.00	$96.00
Total				$142.12

BAY TOWEL

BAY TOWEL, INC. RENTAL SERVICE AGREEMENT

This Rental Service Agreement made and executed by and between City of De Pere - Police Department hereinafter called 'Customer' and Bay Towel, Inc. of 2580 South Broadway, Green Bay, Wisconsin, hereinafter called 'Supplier'.

WHEREAS, Customer desires to rent from Supplier and Supplier desires to rent to Customer, clean uniforms, linens, towels and other items for the use of Customer and Customer's employees in Customer's business; and

WHEREAS, Customer acknowledges that Supplier will be required to make a substantial investment in uniforms, linens and other items and equipment in order to supply such rental service to Customer.

NOW, THEREFORE, for value received and consideration hereafter recited, Customer and Supplier hereby agree as follows:

1. Supplier agrees to furnish linen, uniforms, dust control and other items as set forth in Table A below, on the terms and conditions contained in this Agreement. Supplier shall maintain a regular delivery schedule to pick up and deliver uniforms, linens and towels to Customer. Any additions to the amount or types of merchandise, equipment or services requested by Customer shall be and will become a part of this Agreement and shall be subject to the same terms and conditions below. All Prices Are Based On 52 Weeks per Year Service.

TABLE A

Item Description	Inventory	Changes/Wk	Unit Price	Minimum Billing %
Dish Towel	60	30	$0.300	50%
Mat, 3x10 Mink	28	14	$8.100	50%
Mat, 4x6 Mink	6	3	$6.480	50%
Service Charge			$10.000	
TMP				20%

2. If Supplier's cost of service under this Agreement increases during the term of this Agreement, and any extension thereof, Supplier is entitled to increase its prices. If a price increase is 8% or less per annum, Customer acknowledges any such increase to be reasonable and agrees that no written notice need be given by Supplier. However, if a price increase exceeds 8% per annum, Supplier must notify Customer in writing and Customer may reject the price increase by notifying Supplier in writing of rejection within fourteen (14) days of receipt of the notice of any such increase. All adjusted billing(s) reflecting such a price increase shall be deemed to be adequate notice of increase(s) to the Customer. If Customer furnishes a written rejection of the increase charge within the agreed fourteen (14) day period, Supplier, at its option, may either continue the service at the existing prices, or cancel this Agreement upon notice to Customer. [ ] Customer initial.

3. Customer acknowledges that Supplier will be obligated to make substantial investment in the rental items necessary to fulfill the terms of this Agreement. This Agreement shall take effect on the date of signing. The agreed term of this Agreement, therefore, shall be for a period of Thirty-Six months from the later of the effective date or the date of initial delivery. The parties agree that this Agreement shall be automatically renewed for a Twelve(12) month term, unless Customer provides written notice of termination to Supplier on or before 11/30/2027.
[ ] Customer initial.

4. Any continued receipt of service by the Customer (acceptance of rental items or service from supplier) after the expiration of this Agreement (and any extension thereof) shall allow the supplier to enforce all of the terms, conditions and obligations as stated in any provision of this Agreement.

SEE REVERSE FOR ADDITIONAL PROVISIONS

CUSTOMER ALSO WARRANTS THAT HE/SHE HAS READ THE ENTIRE CONTRACT, FRONT AND BACK, AND HAS RECEIVED A COPY OF THIS AGREEMENT. THE SIGNATORY FOR CUSTOMER WARRANTS THAT HE/SHE IS AUTHORIZED ON BEHALF OF CUSTOMER TO EXECUTE THIS AGREEMENT.

Signed this 28th day of February, 2025

CUSTOMER:

Signed by: _____

Print: _____

Title: _____

Email _____

Address: 325 S. Broadway

De Pere, WI 54115

Phone #: _____

This Agreement is executed by:

- ☐ An Officer of the Corporation
- ☐ Member of the LLC
- ☐ Partner of Partnership
- ☑ Authorized Agent

BAY TOWEL, INC.:

Signed by: _____

Print: _____

Title: _____

Salesperson: Jake Mraz

Customer is a(n):

- ☐ Corporation
- ☐ LLC
- ☐ Partnership
- ☑ Municipality
- ☐ Sole Proprietor

V.20200201

5. Customer shall pay Supplier for such service at the agreed prices set forth herein, in cash or as otherwise agreed in writing by Supplier. Minimum or "flat rate" charges are based upon the agreed inventory pursuant to this Agreement. These charges are subject to change if actual inventory increases or decreases. In the event that flat rate or minimum charge billing is as agreed or instituted by the parties subsequent to the inception of this Agreement, the billing of said flat rate charges by Supplier and payment thereof by Customer shall be conclusive evidence of agreement by Customer to pay all such charges.

6. All rental items shall remain the property of Supplier. Customer agrees to pay for Textile Maintenance Programs, if applicable, that will cover the cost of all damaged and/or lost items as noted in this Agreement during the term of the Agreement until the termination of service. If Customer does not accept and pay for these programs, Customer will be responsible for all applicable charges for all lost and damaged items. Upon demand of Supplier, Customer expressly agrees to buy items that are lost or become unpresentable through misuse, or are special order merchandise, all such merchandise in service or held in stock by Supplier at Supplier's then current prices for such items, as a result of breach of this Agreement by Customer, upon notice of termination by Customer, and also at the end of this Agreement. Supplier is not responsible for loss or damage incurred while processing customer-owned goods.

7. Charges will be due and payable in cash at the time of delivery or when Supplier approves Customer's credit. Credit terms are payment due net thirty (30) days. Delinquent accounts will be subject to automatic and agreed payment on delivery basis. All amounts not paid when due will be subject to a finance charge of one and one-half percent (1½ %) per month (18% per annum) until payment in full is received by Supplier. All payments made by Customer will be remitted to Supplier's principle place of business in Brown County, Wisconsin.

8. The parties agree that if Supplier's usual operations are interrupted or if the service herein provided for is delayed, postponed or terminated by reason of acts of God, strikes, lockouts or other industrial disturbances, wars, blockages, riots, arrests, explosions, fires, floods, accidents to machinery or any other cause not within the control of Supplier, then Supplier shall not be held liable for damages for any such postponement, delay or termination.

9. Stipulated Damages - The parties to this Agreement recognize and acknowledge that in the event Customer should breach this Agreement or if the Agreement is terminated for any reason other than as a written rescission as approved by both parties or as expressly permitted under the terms of this Agreement, the damages suffered by Supplier are not currently known or readily ascertainable. Accordingly, the undersigned Customer acknowledges that the type of damages sustained by Supplier will be substantial, but difficult to determine and to reasonably forecast at the time of breach. The parties therefore agree that in the event of such breach or wrongful termination, Customer shall pay to Supplier as stipulated and liquidated damages (and not as penalty) an amount equal to fifty percent (50%) of the average weekly amounts invoiced to Customer multiplied by a number which corresponds to the number of remaining weeks of the "term" (paragraph three (3) above) of this Agreement, commencing from the date of breach or wrongful termination by Customer. Such stipulated payment(s) to be paid by Customer to Supplier shall be in addition to all other amounts owed by Customer to Supplier pursuant to the express terms of this Agreement.

10. Supplier is not the maker of these garments and has not made and does not make any representation, warranty or covenant, express or implied, with respect to the quality, safety or suitability of the garments for customer use. Unless specifically noted in this contract, garments rented or purchased under this Agreement are not acid retardant or flame resistant and contain no special acid retardant or flame resistant feature. These garments should not be used under conditions where they may catch fire or may come in contact with acid. Customer is required to notify its employees of the above.

11. Customer acknowledges that Customer has independently investigated merchandise available to satisfy its needs and has relied on its own investigation and not upon any representations, expressed or implied, by Supplier to require and select Reflective or Flame Resistant (FR) merchandise. Supplier shall not be liable either in tort or in contract for any loss or damage, direct, incidental or consequential, arising out of the use of, or the inability to use the merchandise. Customer agrees to indemnify, defend and hold harmless Supplier from any and all losses, claims, expenses, damages or liabilities as a result of Customer's use or misuse or loss of the merchandise or the degradation or loss of Reflective or FR properties of the merchandise.

12. All deliveries may be subject to a Service Charge. The Service Charge is used to offset various variable current and future costs including costs directly or indirectly related to the discharge of solid wastes from wastewater, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Supplier. Rush or special handling charges will apply on all special order invoices. For garment rental customers, there will be charges for preparation/embroidery of additional orders, oversized garments, emblems, swing garment charges and mixed garments.

13. Customer agrees that Supplier will not issue credit for items that are "clean returned" once they have been delivered to Customer. No credit will be given for sick leave or vacation on uniform accounts. Customer agrees to provide adequate storage for all clean and soiled linen, and provide necessary access to Supplier's personnel.

14. Customer warrants that it is not under contract with any other party for the service of providing the rental items covered by this Agreement and agrees not to enter into an Agreement with any other party for the furnishing of said service(s) available from Supplier.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The undersigned Customer and Supplier agree that any disputes relating to the interpretation or enforcement of this Agreement shall be litigated in Brown County, Wisconsin. Customer agrees to pay all costs including reasonable attorney fees incurred by Supplier enforcing any term(s) of this Agreement. Furthermore, the parties agree that if any provisions of this Agreement are determined to be invalid by a Wisconsin Court, the remaining terms and conditions shall remain in full force and effect.

16. This Agreement shall be binding upon and inure to the benefit of Customer and Supplier, their respective legal representatives, successors and assigns. Furthermore, it is expressly agreed that the rights, benefits and/or obligations of this Agreement may be assigned at any time during the original term or any extension or renewal of this Agreement. Any extension or renewal of this Agreement supersedes the terms and provisions of any prior Agreement.

17. If at any time throughout the term of this Agreement Customer maintains that Supplier is in any way deficient in its performance under the contract, Customer agrees to give Supplier a thirty (30) day written notice specifying the exact nature and duration of any claimed deficiencies. Thereafter, Supplier shall be entitled to take any and all actions necessary to cure said deficiencies. If, at the end of said thirty (30) day period, Supplier has failed to take substantial action toward remedying said deficiencies, Customer shall be entitled, upon ten (10) day written notice to Supplier to terminate the Agreement. Said ten (10) day notice shall itemize, with particularity, the continuing service deficiencies on the part of Supplier and failure of Customer to provide said notice or to itemize said continuing deficiencies shall constitute a presumption that Supplier has taken all actions necessary to substantially comply with the contract.

18. Additional provisions:

(1) Account 14052-63282 (2) Pricing is based on every other week delivery frequency.

BAY TOWEL

BAY TOWEL, INC. RENTAL SERVICE AGREEMENT

This Rental Service Agreement made and executed by and between City of De Pere - City Hall hereinafter called 'Customer' and Bay Towel, Inc. of 2580 South Broadway, Green Bay, Wisconsin, hereinafter called 'Supplier'.

WHEREAS, Customer desires to rent from Supplier and Supplier desires to rent to Customer, clean uniforms, linens, towels and other items for the use of Customer and Customer's employees in Customer's business; and

WHEREAS, Customer acknowledges that Supplier will be required to make a substantial investment in uniforms, linens and other items and equipment in order to supply such rental service to Customer.

NOW, THEREFORE, for value received and consideration hereafter recited, Customer and Supplier hereby agree as follows:

1. Supplier agrees to furnish linen, uniforms, dust control and other items as set forth in Table A below, on the terms and conditions contained in this Agreement. Supplier shall maintain a regular delivery schedule to pick up and deliver uniforms, linens and towels to Customer. Any additions to the amount or types of merchandise, equipment or services requested by Customer shall be and will become a part of this Agreement and shall be subject to the same terms and conditions below. All Prices Are Based On 52 Weeks per Year Service.

TABLE A

Item Description	Inventory	Changes/Wk	Unit Price	Minimum Billing %
Dish Towel	12	6	$0.300	50%
Wash Cloth	30	15	$0.230	50%
Mat, 3x4 Mink	8	4	$3.240	50%
Mat, 3x10 Mink	8	4	$8.100	50%
Mat 4x6 Mink	6	3	$6.480	50%
Service Charge			$10.000	
TMP				20%

2. If Supplier's cost of service under this Agreement increases during the term of this Agreement, and any extension thereof, Supplier is entitled to increase its prices. If a price increase is 8% or less per annum, Customer acknowledges any such increase to be reasonable and agrees that no written notice need be given by Supplier. However, if a price increase exceeds 8% per annum, Supplier must notify Customer in writing and Customer may reject the price increase by notifying Supplier in writing of rejection within fourteen (14) days of receipt of the notice of any such increase. All adjusted billing(s) reflecting such a price increase shall be deemed to be adequate notice of increase(s) to the Customer. If Customer furnishes a written rejection of the increase charge within the agreed fourteen (14) day period, Supplier, at its option, may either continue the service at the existing prices, or cancel this Agreement upon notice to Customer. [ ] Customer initial.

3. Customer acknowledges that Supplier will be obligated to make substantial investment in the rental items necessary to fulfill the terms of this Agreement. This Agreement shall take effect on the date of signing. The agreed term of this Agreement, therefore, shall be for a period of Thirty-Six months from the later of the effective date or the date of initial delivery. The parties agree that this Agreement shall be automatically renewed for a Twelve(12) month term, unless Customer provides written notice of termination to Supplier on or before 11/30/2027.
[ ] Customer initial.

4. Any continued receipt of service by the Customer (acceptance of rental items or service from supplier) after the expiration of this Agreement (and any extension thereof) shall allow the supplier to enforce all of the terms, conditions and obligations as stated in any provision of this Agreement.

SEE REVERSE FOR ADDITIONAL PROVISIONS

CUSTOMER ALSO WARRANTS THAT HE/SHE HAS READ THE ENTIRE CONTRACT, FRONT AND BACK, AND HAS RECEIVED A COPY OF THIS AGREEMENT. THE SIGNATORY FOR CUSTOMER WARRANTS THAT HE/SHE IS AUTHORIZED ON BEHALF OF CUSTOMER TO EXECUTE THIS AGREEMENT.

Signed this 28th day of February, 2025

CUSTOMER:

Signed by: _____

Print: _____

Title: _____

Email _____

Address: 335 Broadway

De Pere, WI 54115

Phone #: _____

This Agreement is executed by:

- ☐ An Officer of the Corporation
- ☐ Member of the LLC
- ☐ Partner of Partnership
- ☑ Authorized Agent

BAY TOWEL, INC.:

Signed by: _____

Print: _____

Title: _____

Salesperson: Jake Mraz

Customer is a(n):

- ☐ Corporation
- ☐ LLC
- ☐ Partnership
- ☑ Municipality
- ☐ Sole Proprietor

V.20200201

5. Customer shall pay Supplier for such service at the agreed prices set forth herein, in cash or as otherwise agreed in writing by Supplier. Minimum or "flat rate" charges are based upon the agreed inventory pursuant to this Agreement. These charges are subject to change if actual inventory increases or decreases. In the event that flat rate or minimum charge billing is as agreed or instituted by the parties subsequent to the inception of this Agreement, the billing of said flat rate charges by Supplier and payment thereof by Customer shall be conclusive evidence of agreement by Customer to pay all such charges.

6. All rental items shall remain the property of Supplier. Customer agrees to pay for Textile Maintenance Programs, if applicable, that will cover the cost of all damaged and/or lost items as noted in this Agreement during the term of the Agreement until the termination of service. If Customer does not accept and pay for these programs, Customer will be responsible for all applicable charges for all lost and damaged items. Upon demand of Supplier, Customer expressly agrees to buy items that are lost or become unpresentable through misuse, or are special order merchandise, all such merchandise in service or held in stock by Supplier at Supplier's then current prices for such items, as a result of breach of this Agreement by Customer, upon notice of termination by Customer, and also at the end of this Agreement. Supplier is not responsible for loss or damage incurred while processing customer-owned goods.

7. Charges will be due and payable in cash at the time of delivery or when Supplier approves Customer's credit. Credit terms are payment due net thirty (30) days. Delinquent accounts will be subject to automatic and agreed payment on delivery basis. All amounts not paid when due will be subject to a finance charge of one and one-half percent (1½ %) per month (18% per annum) until payment in full is received by Supplier. All payments made by Customer will be remitted to Supplier's principle place of business in Brown County, Wisconsin.

8. The parties agree that if Supplier's usual operations are interrupted or if the service herein provided for is delayed, postponed or terminated by reason of acts of God, strikes, lockouts or other industrial disturbances, wars, blockages, riots, arrests, explosions, fires, floods, accidents to machinery or any other cause not within the control of Supplier, then Supplier shall not be held liable for damages for any such postponement, delay or termination.

9. Stipulated Damages - The parties to this Agreement recognize and acknowledge that in the event Customer should breach this Agreement or if the Agreement is terminated for any reason other than as a written rescission as approved by both parties or as expressly permitted under the terms of this Agreement, the damages suffered by Supplier are not currently known or readily ascertainable. Accordingly, the undersigned Customer acknowledges that the type of damages sustained by Supplier will be substantial, but difficult to determine and to reasonably forecast at the time of breach. The parties therefore agree that in the event of such breach or wrongful termination, Customer shall pay to Supplier as stipulated and liquidated damages (and not as penalty) an amount equal to fifty percent (50%) of the average weekly amounts invoiced to Customer multiplied by a number which corresponds to the number of remaining weeks of the "term" (paragraph three (3) above) of this Agreement, commencing from the date of breach or wrongful termination by Customer. Such stipulated payment(s) to be paid by Customer to Supplier shall be in addition to all other amounts owed by Customer to Supplier pursuant to the express terms of this Agreement.

10. Supplier is not the maker of these garments and has not made and does not make any representation, warranty or covenant, express or implied, with respect to the quality, safety or suitability of the garments for customer use. Unless specifically noted in this contract, garments rented or purchased under this Agreement are not acid retardant or flame resistant and contain no special acid retardant or flame resistant feature. These garments should not be used under conditions where they may catch fire or may come in contact with acid. Customer is required to notify its employees of the above.

11. Customer acknowledges that Customer has independently investigated merchandise available to satisfy its needs and has relied on its own investigation and not upon any representations, expressed or implied, by Supplier to require and select Reflective or Flame Resistant (FR) merchandise. Supplier shall not be liable either in tort or in contract for any loss or damage, direct, incidental or consequential, arising out of the use of, or the inability to use the merchandise. Customer agrees to indemnify, defend and hold harmless Supplier from any and all losses, claims, expenses, damages or liabilities as a result of Customer's use or misuse or loss of the merchandise or the degradation or loss of Reflective or FR properties of the merchandise.

12. All deliveries may be subject to a Service Charge. The Service Charge is used to offset various variable current and future costs including costs directly or indirectly related to the discharge of solid wastes from wastewater, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Supplier. Rush or special handling charges will apply on all special order invoices. For garment rental customers, there will be charges for preparation/embroidery of additional orders, oversized garments, emblems, swing garment charges and mixed garments.

13. Customer agrees that Supplier will not issue credit for items that are "clean returned" once they have been delivered to Customer. No credit will be given for sick leave or vacation on uniform accounts. Customer agrees to provide adequate storage for all clean and soiled linen, and provide necessary access to Supplier's personnel.

14. Customer warrants that it is not under contract with any other party for the service of providing the rental items covered by this Agreement and agrees not to enter into an Agreement with any other party for the furnishing of said service(s) available from Supplier.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The undersigned Customer and Supplier agree that any disputes relating to the interpretation or enforcement of this Agreement shall be litigated in Brown County, Wisconsin. Customer agrees to pay all costs including reasonable attorney fees incurred by Supplier enforcing any term(s) of this Agreement. Furthermore, the parties agree that if any provisions of this Agreement are determined to be invalid by a Wisconsin Court, the remaining terms and conditions shall remain in full force and effect.

16. This Agreement shall be binding upon and inure to the benefit of Customer and Supplier, their respective legal representatives, successors and assigns. Furthermore, it is expressly agreed that the rights, benefits and/or obligations of this Agreement may be assigned at any time during the original term or any extension or renewal of this Agreement. Any extension or renewal of this Agreement supersedes the terms and provisions of any prior Agreement.

17. If at any time throughout the term of this Agreement Customer maintains that Supplier is in any way deficient in its performance under the contract, Customer agrees to give Supplier a thirty (30) day written notice specifying the exact nature and duration of any claimed deficiencies. Thereafter, Supplier shall be entitled to take any and all actions necessary to cure said deficiencies. If, at the end of said thirty (30) day period, Supplier has failed to take substantial action toward remedying said deficiencies, Customer shall be entitled, upon ten (10) day written notice to Supplier to terminate the Agreement. Said ten (10) day notice shall itemize, with particularity, the continuing service deficiencies on the part of Supplier and failure of Customer to provide said notice or to itemize said continuing deficiencies shall constitute a presumption that Supplier has taken all actions necessary to substantially comply with the contract.

18. Additional provisions:

(1) Account Number 14052-1-10410. (2) Pricing is based on on every other week delivery frequency.

BAY TOWEL

BAY TOWEL, INC. RENTAL SERVICE AGREEMENT

This Rental Service Agreement made and executed by and between City of De Pere - MSC hereinafter called 'Customer' and Bay Towel, Inc. of 2580 South Broadway, Green Bay, Wisconsin, hereinafter called 'Supplier'.

WHEREAS, Customer desires to rent from Supplier and Supplier desires to rent to Customer, clean uniforms, linens, towels and other items for the use of Customer and Customer's employees in Customer's business; and

WHEREAS, Customer acknowledges that Supplier will be required to make a substantial investment in uniforms, linens and other items and equipment in order to supply such rental service to Customer.

NOW, THEREFORE, for value received and consideration hereafter recited, Customer and Supplier hereby agree as follows:

1. Supplier agrees to furnish linen, uniforms, dust control and other items as set forth in Table A below, on the terms and conditions contained in this Agreement. Supplier shall maintain a regular delivery schedule to pick up and deliver uniforms, linens and towels to Customer. Any additions to the amount or types of merchandise, equipment or services requested by Customer shall be and will become a part of this Agreement and shall be subject to the same terms and conditions below. All Prices Are Based On 52 Weeks per Year Service.

TABLE A

Item Description	Inventory	Changes/Wk	Unit Price	Minimum Billing %
Mat, 4x6 Mink	6	3	$8.640	50%
Mat, 3x10 Mink	10	5	$10.800	50%
Mat, 4x12 Mink	2	1	$17.280	50%
Mat, 4x6 Galaxy	2	1	$12.000	50%
Dish Towel	12	6	$0.400	50%
Service Charge			$10.000	
TMP				20%

2. If Supplier's cost of service under this Agreement increases during the term of this Agreement, and any extension thereof, Supplier is entitled to increase its prices. If a price increase is 8% or less per annum, Customer acknowledges any such increase to be reasonable and agrees that no written notice need be given by Supplier. However, if a price increase exceeds 8% per annum, Supplier must notify Customer in writing and Customer may reject the price increase by notifying Supplier in writing of rejection within fourteen (14) days of receipt of the notice of any such increase. All adjusted billing(s) reflecting such a price increase shall be deemed to be adequate notice of increase(s) to the Customer. If Customer furnishes a written rejection of the increase charge within the agreed fourteen (14) day period, Supplier, at its option, may either continue the service at the existing prices, or cancel this Agreement upon notice to Customer. [ ] Customer initial.

3. Customer acknowledges that Supplier will be obligated to make substantial investment in the rental items necessary to fulfill the terms of this Agreement. This Agreement shall take effect on the date of signing. The agreed term of this Agreement, therefore, shall be for a period of Thirty-Six months from the later of the effective date or the date of initial delivery. The parties agree that this Agreement shall be automatically renewed for a Twelve(12) month term, unless Customer provides written notice of termination to Supplier on or before 11/30/2027.
[ ] Customer initial.

4. Any continued receipt of service by the Customer (acceptance of rental items or service from supplier) after the expiration of this Agreement (and any extension thereof) shall allow the supplier to enforce all of the terms, conditions and obligations as stated in any provision of this Agreement.

SEE REVERSE FOR ADDITIONAL PROVISIONS

CUSTOMER ALSO WARRANTS THAT HE/SHE HAS READ THE ENTIRE CONTRACT, FRONT AND BACK, AND HAS RECEIVED A COPY OF THIS AGREEMENT. THE SIGNATORY FOR CUSTOMER WARRANTS THAT HE/SHE IS AUTHORIZED ON BEHALF OF CUSTOMER TO EXECUTE THIS AGREEMENT.

Signed this 28th day of February, 2025

CUSTOMER:

Signed by: _____

Print: _____

Title: _____

Email _____

Address: 925 S 6th Street

De Pere, WI 54115

Phone #: _____

This Agreement is executed by:

- ☐ An Officer of the Corporation
- ☐ Member of the LLC
- ☐ Partner of Partnership
- ☑ Authorized Agent

BAY TOWEL, INC.:

Signed by: _____

Print: _____

Title: _____

Salesperson: Jake Mraz

Customer is a(n):

- ☐ Corporation
- ☐ LLC
- ☐ Partnership
- ☑ Municipality
- ☐ Sole Proprietor

V.20200201

5. Customer shall pay Supplier for such service at the agreed prices set forth herein, in cash or as otherwise agreed in writing by Supplier. Minimum or "flat rate" charges are based upon the agreed inventory pursuant to this Agreement. These charges are subject to change if actual inventory increases or decreases. In the event that flat rate or minimum charge billing is as agreed or instituted by the parties subsequent to the inception of this Agreement, the billing of said flat rate charges by Supplier and payment thereof by Customer shall be conclusive evidence of agreement by Customer to pay all such charges.

6. All rental items shall remain the property of Supplier. Customer agrees to pay for Textile Maintenance Programs, if applicable, that will cover the cost of all damaged and/or lost items as noted in this Agreement during the term of the Agreement until the termination of service. If Customer does not accept and pay for these programs, Customer will be responsible for all applicable charges for all lost and damaged items. Upon demand of Supplier, Customer expressly agrees to buy items that are lost or become unpresentable through misuse, or are special order merchandise, all such merchandise in service or held in stock by Supplier at Supplier's then current prices for such items, as a result of breach of this Agreement by Customer, upon notice of termination by Customer, and also at the end of this Agreement. Supplier is not responsible for loss or damage incurred while processing customer-owned goods.

7. Charges will be due and payable in cash at the time of delivery or when Supplier approves Customer's credit. Credit terms are payment due net thirty (30) days. Delinquent accounts will be subject to automatic and agreed payment on delivery basis. All amounts not paid when due will be subject to a finance charge of one and one-half percent (1½ %) per month (18% per annum) until payment in full is received by Supplier. All payments made by Customer will be remitted to Supplier's principle place of business in Brown County, Wisconsin.

8. The parties agree that if Supplier's usual operations are interrupted or if the service herein provided for is delayed, postponed or terminated by reason of acts of God, strikes, lockouts or other industrial disturbances, wars, blockages, riots, arrests, explosions, fires, floods, accidents to machinery or any other cause not within the control of Supplier, then Supplier shall not be held liable for damages for any such postponement, delay or termination.

9. Stipulated Damages - The parties to this Agreement recognize and acknowledge that in the event Customer should breach this Agreement or if the Agreement is terminated for any reason other than as a written rescission as approved by both parties or as expressly permitted under the terms of this Agreement, the damages suffered by Supplier are not currently known or readily ascertainable. Accordingly, the undersigned Customer acknowledges that the type of damages sustained by Supplier will be substantial, but difficult to determine and to reasonably forecast at the time of breach. The parties therefore agree that in the event of such breach or wrongful termination, Customer shall pay to Supplier as stipulated and liquidated damages (and not as penalty) an amount equal to fifty percent (50%) of the average weekly amounts invoiced to Customer multiplied by a number which corresponds to the number of remaining weeks of the "term" (paragraph three (3) above) of this Agreement, commencing from the date of breach or wrongful termination by Customer. Such stipulated payment(s) to be paid by Customer to Supplier shall be in addition to all other amounts owed by Customer to Supplier pursuant to the express terms of this Agreement.

10. Supplier is not the maker of these garments and has not made and does not make any representation, warranty or covenant, express or implied, with respect to the quality, safety or suitability of the garments for customer use. Unless specifically noted in this contract, garments rented or purchased under this Agreement are not acid retardant or flame resistant and contain no special acid retardant or flame resistant feature. These garments should not be used under conditions where they may catch fire or may come in contact with acid. Customer is required to notify its employees of the above.

11. Customer acknowledges that Customer has independently investigated merchandise available to satisfy its needs and has relied on its own investigation and not upon any representations, expressed or implied, by Supplier to require and select Reflective or Flame Resistant (FR) merchandise. Supplier shall not be liable either in tort or in contract for any loss or damage, direct, incidental or consequential, arising out of the use of, or the inability to use the merchandise. Customer agrees to indemnify, defend and hold harmless Supplier from any and all losses, claims, expenses, damages or liabilities as a result of Customer's use or misuse or loss of the merchandise or the degradation or loss of Reflective or FR properties of the merchandise.

12. All deliveries may be subject to a Service Charge. The Service Charge is used to offset various variable current and future costs including costs directly or indirectly related to the discharge of solid wastes from wastewater, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Supplier. Rush or special handling charges will apply on all special order invoices. For garment rental customers, there will be charges for preparation/embroidery of additional orders, oversized garments, emblems, swing garment charges and mixed garments.

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14. Customer warrants that it is not under contract with any other party for the service of providing the rental items covered by this Agreement and agrees not to enter into an Agreement with any other party for the furnishing of said service(s) available from Supplier.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The undersigned Customer and Supplier agree that any disputes relating to the interpretation or enforcement of this Agreement shall be litigated in Brown County, Wisconsin. Customer agrees to pay all costs including reasonable attorney fees incurred by Supplier enforcing any term(s) of this Agreement. Furthermore, the parties agree that if any provisions of this Agreement are determined to be invalid by a Wisconsin Court, the remaining terms and conditions shall remain in full force and effect.

16. This Agreement shall be binding upon and inure to the benefit of Customer and Supplier, their respective legal representatives, successors and assigns. Furthermore, it is expressly agreed that the rights, benefits and/or obligations of this Agreement may be assigned at any time during the original term or any extension or renewal of this Agreement. Any extension or renewal of this Agreement supersedes the terms and provisions of any prior Agreement.

17. If at any time throughout the term of this Agreement Customer maintains that Supplier is in any way deficient in its performance under the contract, Customer agrees to give Supplier a thirty (30) day written notice specifying the exact nature and duration of any claimed deficiencies. Thereafter, Supplier shall be entitled to take any and all actions necessary to cure said deficiencies. If, at the end of said thirty (30) day period, Supplier has failed to take substantial action toward remedying said deficiencies, Customer shall be entitled, upon ten (10) day written notice to Supplier to terminate the Agreement. Said ten (10) day notice shall itemize, with particularity, the continuing service deficiencies on the part of Supplier and failure of Customer to provide said notice or to itemize said continuing deficiencies shall constitute a presumption that Supplier has taken all actions necessary to substantially comply with the contract.

18. Additional provisions:

(1) Pricing is based on monthly delivery frequency.

Thomas Blohowiak

From: Schultz, Karl <SchultzK3@cintas.com>
Sent: Friday, March 14, 2025 12:57 PM
To: Thomas Blohowiak
Subject: RE: Price quote for rugs and towel service

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tom!

I'm not sure if you would prefer if I send you an official quote or just respond to this email. I'm happy to do either.

Here is the breakdown and there would be no delivery fee or ancillary fees. The only additional cost would be a loss replacement for the dish towels that typically equates to roughly 30% of the weekly rental. You may want to consider a different option for the Dish Towels and Wash Cloths since they are rarely used.

Pricing

Cintas Item	Item Description	Quantity Delivered	Weekly	EOW	Every 4 weeks	Total EOW Price
6464	Dish Towels	50	$0.203	$0.305	$0.457	$15.225
84335	3x5 Black Floor Mat	4	$2.190	$3.285	$4.928	$13.140
84435	4x6 Black Floor Mat	3	$2.190	$3.285	$4.928	$9.855
84035	3x10 Black Floor Mat	4	$3.380	$5.070	$7.605	$20.280
						$58.500

Wash cloth is Not available

I hope this helps!

Karl Schultz
Regional Manager Public Sector
Cintas Corporation
Mobile: 651.747.6947
schultzk3@cintas.com | cintas.com
Wisconsin | Minnesota | Nebraska | North Dakota | South Dakota

Click here for Training Offerings: https://trainingcentral.cintas.com/

From: Thomas Blohowiak <tblohowiak@deperewi.gov>
Sent: Wednesday, March 12, 2025 11:56 AM
To: Schultz, Karl <SchultzK3@cintas.com>
Subject: RE: Price quote for rugs and towel service

Karl

UniFirst

NEW ACCOUNT ☒ EXISTING ACCOUNT ☐

INSTALLATION DATE TBD
MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) City of De Pere LOC. NO. 097

ADDRESS 925 S Sixth St ROUTE NO. TBD

De Pere, WI 54115 DATE 3/31/25

PHONE 920-339-4072 SIC/NAICS TBD

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
76GA 3x5 Mat		1			1.28			
76GB 4x6 Mat		1			2.55			
76GC 3x10 Mat		1			2.04			
8581 Terry Twl		1			0.11			

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	N/A
Name emblem per piece	N/A
Company emblem per piece	N/A
Direct Embroidery: Wearer name per piece	N/A
Company name per piece	N/A

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	25%
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	2%@.60
Automatic Linen Replacement	2%@.60
DEFE (See description on reverse side)	5.30
Energy Charge	N/A

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☒

COMMENTS

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.[4]

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: Christian Hahn 3/31/25
SALES REP (Print Name) DATE

ACCEPTED[5]: _____
LOCATION MANAGER (Signature) DATE

_____
LOCATION MANAGER (Print Name and Title)

ACCEPTED: _____
CUSTOMER (Signature) DATE

_____
CUSTOMER (Print Name and Title)

_____
EMAIL

[1] Outsizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
[2] Merchandise which is Val-U-Leased is not cleaned by UniFirst.
[3] Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
[4] All returned checks and declined credit/debit cards subject to $35 processing fee.
[5] This Agreement is effective only upon acceptance by UniFirst Location Manager.

PRINT & SIGN (2) COPIES ON LEGAL SIZE (8½" x 14") PAPER: ☐ LOCAL UNIFIRST COPY (SCANNED COPY TO CORPORATE OFFICE) ☐ CUSTOMER COPY

City of De Pere, Wisconsin **I.8**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Engineering
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Recommendation from the Board of Public Works on Award of Contract 25-07 Curb Repair and Street Resurfacing to Northeast Asphalt, Inc. in the amount of $747,520.60.
RECOMMENDED ACTION:	Staff recommends awarding Contract 25-07 Curb Repair and Street Resurfacing to Northeast Asphalt, Inc in the amount of $747,520.60

The Board of Public Works at the May 12, 2025 meeting approved award of Contract 25-07 Curb Repair and Street Resurfacing to Northeast Asphalt, Inc. in the amount of $747,520.60 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:
2025 0512 CI_BOPW_Award_25-07, 2025 0501 CE_Project 25-07_Bid Tab

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: May 12, 2025

RE: **Consideration and possible action on award of Contract 25-07 Curb Repair and Street Resurfacing***

The Engineering Department received bids on Project 25-07 Curb Repair and Street Resurfacing on Thursday, May 1, 2025. This project includes inlet repair and replacement, manhole adjustments and repair, spot curb and gutter replacement, asphaltic concrete pavement milling, asphaltic concrete pavement paving, and patching. The bids received are as follows:

Contractor	Base Bid
Northeast Asphalt, Inc.	$747,520.60
MCC, Inc.	$765,421.40

This project includes asphaltic concrete pavement restoration on O'Keefe Road. This is a shared street with Ledgeview. The asphaltic concrete pavement is cost shared based on each municipality's frontage. Curb and gutter costs are based on the amount of replacement in each municipality.

The allocated amount from the capital improvement budget is $811,000. The breakdown is as follows:

- General Property Tax: $600,000.00
- Town of Ledgeview: $ 95,000.00
- Sewerage Utility Fund: $ 1,000.00
- Water Utility Fund: $ 73,000.00
- Strm Water Utility Fund: $ 42,000.00

Staff's recommendation is to accept the bid from Northeast Asphalt, Inc. in the amount of $747,520.60.

Attachments:
2025 0501 CE_Project 25-07 Bid Tab (PDF)

Project 25-07
Curb Repair and Street Resurfacing

				BIDDER NO. 1		BIDDER NO. 2	
				Northeast Asphalt, Inc.		MCC, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER							
SS-01	Provide Flowline in Sanitary Manhole	EA	1	$825.00	$825.00	$1,075.00	$1,075.00
STORM SEWER							
ST-01	Remove and Replace 12" PVC, RCP (Class III), or PP Storm Sewer	LF	6	$130.00	$780.00	$185.00	$1,110.00
ST-02	Remove and Replace 4' Diameter Storm Manhole	VF	7	$1,035.00	$7,245.00	$750.00	$5,250.00
ST-03	Remove and Replace Type B Catch Basin	EA	2	$5,200.00	$10,400.00	$4,900.00	$9,800.00
ST-04	Connect to Existing Storm Pipe	EA	6	$1,275.00	$7,650.00	$1,100.00	$6,600.00
ST-05	Storm Sewer Dig Down 5' Spot Repair 27-Inch PVC	EA	1	$6,500.00	$6,500.00	$6,700.00	$6,700.00
ST-06	Storm Sewer Dig Down 5' Spot Repair 24-Inch PVC	EA	1	$5,500.00	$5,500.00	$5,600.00	$5,600.00
WATER MAIN							
W-01	Provide 8" PVC Water Main (Natural Backfill)	LF	5	$258.00	$1,290.00	$350.00	$1,750.00
W-02	Provide 6" Gate Valve	EA	5	$2,625.00	$13,125.00	$2,445.00	$12,225.00
W-03	Provide Hydrant (6.5' Bury)	EA	5	$8,125.00	$40,625.00	$6,850.00	$34,250.00
W-04	Provide 6" PVC Hydrant Lead	LF	25	$115.00	$2,875.00	$195.00	$4,875.00
W-05	Provide Connection to Existing Watermain	EA	6	$1,845.00	$11,070.00	$1,200.00	$7,200.00
W-06	Abandon/Remove Water Main and Appurtenances	LS	1	$1,025.00	$1,025.00	$1,000.00	$1,000.00
STREET AND DRAINAGE							
SD-01	Unclassified Excavation (If needed)	CY	10	$93.56	$935.60	$55.55	$555.50
SD-02	Pulverize Asphaltic Concrete Pavement and Aggregate (10" depth)	SY	7300	$2.65	$19,345.00	$0.50	$3,650.00
SD-03	Mill Asphaltic Concrete Pavement 1-3/4"	SY	18800	$1.50	$28,200.00	$2.25	$42,300.00
SD-04	Mill Asphaltic Concrete Pavement Additional 2" Depth (Overmill Areas)	SY	1550	$3.10	$4,805.00	$2.85	$4,417.50
SD-05	Provide 1 1/4" Crushed Aggregate Base Course	TON	20	$31.00	$620.00	$34.80	$696.00
SD-06	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2â€ Upper Layer	TON	2300	$67.55	$155,365.00	$76.55	$176,065.00
SD-07	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2" Lower Layer	TON	200	$124.25	$24,850.00	$82.85	$16,570.00
SD-08	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1-3/4" Upper Layer	TON	800	$75.50	$60,400.00	$80.10	$64,080.00
SD-09	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2-1/4" Lower Layer	TON	1000	$72.50	$72,500.00	$93.25	$93,250.00
SD-10	Provide Full Depth Asphalt Patch (Various Locations)	SY	100	$70.00	$7,000.00	$43.55	$4,355.00
SD-11	Remove and Replace 24" Concrete Curb and Gutter	LF	3800	$53.50	$203,300.00	$49.50	$188,100.00
SD-12	Remove and Replace 6" Concrete Driveway	SY	30	$78.00	$2,340.00	$78.00	$2,340.00
SD-13	Remove and Replace 4" Concrete Sidewalk	SY	10	$67.50	$675.00	$67.50	$675.00

Project 25-07
Curb Repair and Street Resurfacing

				BIDDER NO. 1		BIDDER NO. 2	
				Northeast Asphalt, Inc.		MCC, Inc.	
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**
SD-14	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	700	$7.00	$4,900.00	$7.00	$4,900.00
SPECIAL CONSTRUCTION							
SC-01	Inlet Protection Type D	EA	43	$150.00	$6,450.00	$161.80	$6,957.40
SC-02	Temporary Mailbox	EA	5	$165.00	$825.00	$75.00	$375.00
SC-03	Adjust Inlet Less than 1 Foot	EA	28	$500.00	$14,000.00	$850.00	$23,800.00
SC-04	Adjust Inlet 1 Foot or Greater	EA	5	$850.00	$4,250.00	$1,000.00	$5,000.00
SC-05	Adjust Inlet Less than 1 Foot & Provide New Casting	EA	7	$1,250.00	$8,750.00	$1,675.00	$11,725.00
SC-06	Adjust Inlet 1 Foot or Greater & Provide New Casting	EA	1	$1,550.00	$1,550.00	$1,925.00	$1,925.00
SC-07	Adjust Manhole Less than 1 Foot	EA	15	$875.00	$13,125.00	$750.00	$11,250.00
SC-08	Adjust Manhole 1 Foot or Greater	EA	5	$885.00	$4,425.00	$1,000.00	$5,000.00
			TOTAL AMOUNT BID:		**$747,520.60**		**$765,421.40**

City of De Pere, Wisconsin **I.9**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Engineering
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Recommendation from the Board of Public Works on Award of Contract 25-08 Internal Sewer Spot Repairs to Aqualis in the amount of $74,850.05.
RECOMMENDED ACTION:	Staff recommends award of Contract 25-08 Internal Sewer Spot Repairs to Aqualis in the amount of $74,850.05

The Board of Public Works at the May 12, 2025 meeting approved award of Contract 25-08 Internal Sewer Spot Repairs to Aqualis in the amount of $74,850.05 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:
2025 0512 CI_BOPW_Project 25-08 Award, 2025 0424 CE_Project 25-08_Bid Tab

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: May 12, 2025

RE: **Consideration and possible action on award of Contract 25-08 Internal Sewer Spot Repairs***

The Engineering Department received bids on Project 25-08 Internal Sewer Spot Repairs on April 24, 2025. This project involves internal sanitary sewer repairs including grouting joints and connections, and cured in place patches. The bids received are as follows:

Contractor	Total Bid
Aqualis	$74,850.05
Great Lakes TV and Seal, Inc.	$83,535.00
Visu-Sewer	$94,540.00
Speedy Clean Drain & Sewer	$167,270.00

The allocated amount from the capital improvement budget is $90,000 from the sewerage revenue fund.

Staff's recommendation is to accept the bid from Aqualis for $74,850.05.

Attachments:
2025 0424 Project 25-08 Bid Tab (PDF)

Project 25-08
Sewer Spot Repairs

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Aqualis		Great Lakes TV Seal, Inc.		Visu-Sewer		Speedy Clean Drain & Sewer	
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**
SPECIAL CONSTRUCTION											
SC-01	Internal Grout Sanitary Sewer Pipe	EA	39	$1,128.95	$44,029.05	$1,300.00	$50,700.00	$1,380.00	$53,820.00	$3,250.00	$126,750.00
SC-02	Internal Grout Manhole Connection	EA	2	$1,884.75	$3,769.50	$750.00	$1,500.00	$1,625.00	$3,250.00	$1,980.00	$3,960.00
SC-03	Install CIPP Patch	EA	11	$2,381.50	$26,196.50	$2,795.00	$30,745.00	$3,100.00	$34,100.00	$3,250.00	$35,750.00
SC-04	Televise Lateral Connection	EA	2	$427.50	$855.00	$295.00	$590.00	$1,685.00	$3,370.00	$405.00	$810.00
		TOTAL AMOUNT BID:			**$74,850.05**		**$83,535.00**		**$94,540.00**		**$167,270.00**

City of De Pere, Wisconsin **I.10**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Recommendation from the License Committee on Applications for Special Permits Allowing Consumption of Alcohol Beverages on Public Ways, Submitted by Definitely De Pere For the Following Events:
RECOMMENDED ACTION:	

I have included the section of municipal code covering alcohol consumption on public ways for your reference.

ATTACHMENTS:
De Pere Municipal Code Sec. 7-9_Consumption or possession of intoxicants on streets

Sec. 7-9. Consumption or possession of intoxicants on streets.

(a) No person shall consume any intoxicating liquor or fermented malt beverage while in or upon any street, alley, sidewalk, thoroughfare, parking lot or other public way.

(b) All purchases of intoxicating liquor or fermented malt beverages by the glass or in open containers shall be consumed upon the licensed premises where served and shall not be removed to the public areas set forth in subsection (a) of this section.

(c) No person shall possess any glass or open container containing intoxicating liquor or fermented malt beverages in or on any public area set forth in subsection (a) of this section.

(d) The license committee of the common council may, in special circumstances where it is satisfied that adequate supervision and police protection exist and upon application therefor by any person, recommend that the common council issue a special permit allowing the consumption or possession of intoxicating liquor or fermented malt beverage contrary to subsections (a) and (c) of this section; such permit to restrict such activity to a specified time and location.

(e) Any person who shall violate this section or any part of this section shall be subject to a forfeiture as determined by resolution of the common council. If such forfeiture, plus costs, fees and other assessments allowed by law, is not paid within the time given, the person in default on payment may be subject to such alternative penalties as provided in Wis. Stats. ch. 800.

(Code 1974, § 35.09; Code 2001, § 7-9; Ord. No. 09-30, § 1, 12-15-2009; Ord. No. 14-20, § 1, 12-16-2014)

City of De Pere, Wisconsin **I.10.A**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Downtown De Pere Farmers Market on Thursday Evenings Beginning June 5 through September 25, from 3:00 pm - 8:00 pm (3:00 pm - 7:00 pm in September).
RECOMMENDED ACTION:	

ATTACHMENTS:
Farmers Market Open Intox Letter 2025, Farmers Market_Map

DEFINITELY DE PERE

Thursday, April 17, 2025

City of De Pere
335 S Broadway
De Pere WI 54114

Dear Mayor Boyd, Members of the License Committee, and De Pere Alderpersons:

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer outdoors during the Downtown De Pere Farmers Market on Thursday evenings beginning June 5 through September 25, from 3:00 pm - 8:00 pm (3:00 pm - 7:00 pm in September).

We have submitted the necessary special event permit and will obtain a temporary liquor license for this event. We are working with the Department of Public Works to coordinate the required street closure and site plan. Also, we will be sending a letter to surrounding businesses and property owners to notify them of the Farmers Market taking place and provide details about the event dates, time of the event, and the time set up will begin.

The expanded Market features nearly 25+ vendors selling fresh fruits and vegetables, meats and eggs, breads and baked goods, specialty foods, handcrafted items, and more. Attendees can enjoy delicious food, cold beverages, shopping and fun for all, all summer long.

This year's Market will be located at George Street Plaza (George Street from Broadway to Wisconsin Street) and part of the Mission Square parking lot adjacent to George Street. Visitors will enjoy an intimate setting with beautiful river views, picturesque sunsets, and great company.

We look forward to the continued success of the Downtown De Pere Farmers Market and our partnership with the City of De Pere. If you have any questions please do not hesitate to contact me.

Best Regards,

Tina Quigley, Executive Director

117 N Wisconsin St | De Pere WI 54115 | 920.403.0337

FARMERS MARKET
De Pere, WI
FARMERS MARKET
De Pere, WI
S Broadway
S Wisconsin St
George St
St Francis Xavier
Catholic Church
N
W
E
S

City of De Pere, Wisconsin **I.10.B**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Downtown De Pere Art Nite on Friday, June 13, July 11, and August 8 from 4:00 pm - 8:00 pm.
RECOMMENDED ACTION:	

ATTACHMENTS:
Art Nite Open Intox Letter 2025, Art Nite Map

DEFINITELY
DE PERE

Thursday, April 17, 2025

City of De Pere
335 S Broadway
De Pere WI 54114

Dear Mayor Boyd, Members of the License Committee, and De Pere Alderpersons:

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer during Downtown De Pere Art Nite on Friday, June 13, July 11, and August 8 from 4:00 pm - 8:00 pm.

We have submitted the necessary special event permit and will obtain a temporary liquor license for this event. We are working with the Department of Public Works to coordinate the required street closure and site plan. Also, we will invite surrounding businesses along with other downtown restaurants, shops and galleries to participate in the event.

On the second Friday of each month this summer, original music performances from regional artists will be featured at the Michael J Walsh Plaza. The Plaza will be transformed into an outdoor dining space allowing attendees to order takeout from their favorite downtown restaurant or on-site food vendor while taking in live music and enjoying craft beers and hard seltzers. Artists will set up at downtown businesses on both sides of the river showcasing their original artwork.

We look forward to Art Nite and our partnership with the City of De Pere. If you have any questions please do not hesitate to contact me.

Best Regards,

Tina Quigley, Executive Director

ART NITE
DOWNTOWN DE PERE
N Broadway
Michael J. Walsh Plaza
Michael J Walsh Plaza
N Wisconsin St
James St
N
W
E
S

City of De Pere, Wisconsin **I.10.C**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Tour De Pere on Sunday, June 22 and Monday, June 23 from 11:00 am - 9:00 pm.
RECOMMENDED ACTION:	

ATTACHMENTS:
Tour De Pere Open Intox Letter 2025, TDP - 2025 East Operation Map, TDP - 2025 West Operation Map

Thursday, April 17, 2025

City of De Pere
335 S Broadway
De Pere WI 54114

Dear Mayor Boyd, Members of the License Committee, and De Pere Alderpersons:

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer outdoors during Tour De Pere on Sunday, June 22 and Monday, June 23 from 11:00 am - 9:00 pm.

We have submitted the necessary special event permit and will obtain a temporary liquor license for this event. We are working with the Department of Public Works to coordinate the required street closure and site plan. Also, we will be sending a letter to surrounding businesses, residents and property owners to notify them of Tour De Pere taking place and provide details about the event date, time of the event, and the time set up will begin.

The event is part of the largest competitive road cycling series in the U.S., and is expected to draw 500 racers and thousands of spectators. In addition to the races, there will be live music, food trucks, a beer tent, marketplace vendors, and fun activities for all ages. The two day criterium runs throughout downtown De Pere with Sunday's activities taking place on the east side and Monday's activities taking place in the west side.

We look forward to a successful third year for Tour De Pere, and value our partnership with the City of De Pere. If you have any questions please do not hesitate to contact me.

Best Regards,

Tina Quigley, Executive Director

William Street

Allow Right turn access to leave the parking area

Competitor Staging

Sponsors

Medical Support

Kid's Race Pick Up Area

Beer Garden

Public Porta John

Vendor Storage

Neutral Support

Beer Garden

Stage

Competitor and Porta John

Vendor Storage

James Street

Michigan Street

Front Street

Block Party (Music Stage, Food Trucks, and Marketplace)

Broadway Street

George Street

Wisconsin Street

Start - Finish Line

Race Route

Cross walk

Corner Marshall

TOAD Provided Fencing

Box Truck Park Location (barricade)

Traffic Barricade Signs (or cones)

Event Stage/Registration/Porta Johns

Vendor Market/Block Party

Information/Volunteer Check-in

Public Parking

Private Parking

State Detour

Emergency Access Point
(movable fencing)

DE PERE

2025 Tour De Pere Planning Discussion

City of De Pere

0 25 50 100 150 200 Feet

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.

File Path:

Data Source: City of De Pere, Brown County

Campus Maintenance Golf Cart/Gator Route in Bike Lane - NO PEDESTRIAN ROUTE

GRANT ST

GRANT ST (vacated portion)

SNC Employee and Kress Control Access Point

Privately Owned

SNC Employee and Kress Parking ONLY

COLLEGE AV

Other Registration Location Area

Stage and Registration

3RD ST

4TH ST

Privately Owned

Race Team Parking Area
(Closing 10:30 am and open After 8:30 pm)

JACOB CT

SNC Outdoor Dining Area

Public Porta John

Vendor Storage

Block Party
(Music Stage, Food Trucks, and Marketplace)

SNC Employee Parking ONLY

MARSH ST

TO Employee Parking and Daycare

Allow Right turn access to leave the parking area

Allow Right turn access to leave the parking area

2025 Tour De Pere
DAY 2 Planning Discussion

- Start - Finish Line
- Race Route
- Cross walk
- Corner Marshall
- TOAD Provided Fencing
- Campus Maintenance Route in Bike Lane NO PEDESTRIAN ROUTE
- Box Truck Park Location (barricade)
- Traffic Barricade Signs (or cones)
- Event Stage/Registration/Porta Johns
- Information/Volunteer Check-in
- Public Parking
- Private Parking
- Emergency Access Point (movable fencing)

0 20 40 80 120 160 Feet

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.

File Path:

Data Source: City of De Pere, Brown County

City of De Pere, Wisconsin **I.11**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	City Clerk
FROM:	
SUBJECT:	Recommendation from the License Committee on Renewal Applications for the Licensing Period of July 1, 2025 through June 30, 2026.
RECOMMENDED ACTION:	

ATTACHMENTS:
None

City of De Pere, Wisconsin

I.11.A

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Class "A" Fermented Malt Beverage License.
RECOMMENDED ACTION:	

1. Wal-Mart Stores East, LP (DBA Walmart #5090 Supercenter), 1415 Lawrence Dr. Agent: Frank Van Vonderen, Jr., De Pere WI.

ATTACHMENTS:
Class A Beer renewal application_5-20-25 mtg, Class A Beer agent form_5-20-25 mtg

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	7/1/2025 - 6/30/2026

License(s) Requested: (up to two boxes may be checked)

- ☑ Class "A" Beer . . . . . $ 594
- ☐ Class "B" Beer . . . . . $
- ☐ "Class A" Liquor . . . . . $
- ☐ "Class B" Liquor . . . . . $
- ☐ "Class A" Liquor (cider only) $
- ☐ Reserve "Class B" Liquor $
- ☐ "Class C" Liquor (wine only) $

Fees	
License Fees	$ 594
Background Check Fee	$
Publication Fee	$ 30
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Wal-Mart Stores East, LP

2. Business Trade Name or DBA
Walmart #5090 Supercenter

3. FEIN
71-0862119

4. Wisconsin Seller's Permit Number
456-1020028180-05

5. Entity Type *(check one)*
☐ Sole Proprietor ☑ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
DE

7. Date of Organization
11/09/2001

8. Wisconsin DFI Registration Number
W042856

9. Premises Address
1415 Lawrence Drive

10. City
De Pere

11. State
WI

12. Zip Code
54115

13. County
Wood

14. Governing Municipality: ☑ City ☐ Town ☐ Village
of: De Pere

15. Aldermanic District

16. Premises Phone
(920) 336-3416

17. Premises Email
FVANVON.S05090.US@WAL-MART.

18. Website
www.walmart.com

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

1 Room, 1 Story, approximately 186,215 sq. ft. including stalls in parking lot within 150 ft. of store entrance that are specifically designated for online grocery pickup.

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages ☐ Yes ☑ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☑ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☑ Yes ☐ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
Walmart Inc.	71-0415188

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☑ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☑ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☑ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
see attached			

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Little	Sarah	C

Title	Email	Phone
Assistant Secretary	complic@wal-mart.com	(479) 258-7241

Signature	Date
Sutn	04/07/25

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Wal-Mart Stores East, LP
Form AB-200 Part C: Individual Information

Timothy Skinner – President & CEO
Emma Waddell – Senior Vice President
Matthew Allen – Assistant Treasurer
Sarah Little – Assistant Secretary
Fran Van Vonderen, Jr. - Agent

City of De Pere, Wisconsin **I.11.B**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor Licenses.
RECOMMENDED ACTION:	

1. M & H Mart, LLC (DBA De Pere Minimart), 821 George St. Agent: Min Bogati, Green Bay WI.

2. RSL Petroleum LLC (DBA Lawrence Mart), 1017 4th St. Agent: Lok Bhatta, De Pere WI.

3. Skogen's Foodliner, Inc. (DBA Festival Foods), 1001 Main Av. Agent: William Chizek, Black Creek WI.

4. Wal-Mart Stores East, LP (DBA Walmart #5090 Liquor Store), 1415 Lawrence Dr. Agent: Frank Van Vonderen, Jr., De Pere WI.

ATTACHMENTS:
Class A Combo renewal applications_5-20-25 mtg, Class A Combo agent forms_5-20-25 mtg

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	2025-2026

License(s) Requested: (up to two boxes may be checked)

- ☑ Class "A" Beer . . . . . $ _____
- ☐ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☐ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

ss A liquor

Fees	
License Fees	**We will invoice you separately.**
Background Check Fee	
Publication Fee	$30.00
Total Fees	$30

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): M&H MART LLC
2. Business Trade Name or DBA: DE PERE MINI MART
3. FEIN: 85-2998653
4. Wisconsin Seller's Permit Number: 456-1030466515-04
5. Entity Type *(check one)*: ☐ Sole Proprietor ☑ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
6. State of Organization: Wisconsin
7. Date of Organization: 10/15/2020
8. Wisconsin DFI Registration Number: M112270
9. Premises Address: 821 GEORGE ST
10. City: DE PERE
11. State: WI
12. Zip Code: 54115
13. County: Brown
14. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere
15. Aldermanic District:
16. Premises Phone: 920-336-1519
17. Premises Email: BOGATIMIN49@GMAIL.COM
18. Website:
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

The building is single retail unit which a main sales area and a back room for storage (in the cooler ,liquor cabinet in side the store) .Alcohol beverage will be sold at the front counter and stored in back room .No consumption of alcohol will take place on the premises .there are no living Quarters .

20. Mailing Address (if different from premises address):
21. City:
22. State:
23. Zip Code:

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed: _____ Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed: _____ Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ● No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ● No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ● No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
n/a	n/a

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ● Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ● No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ● No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Bogati	Min B	owner	4142418809
Sharma	Hem Raj	owner	6189675983

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Bogati	Min	B

Title	Email	Phone
owner	bogatimin49@gmail.com	4142418809

Signature	Date
	April 22, 2025

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

TAB through to navigate. Use mouse to check applicable boxes, press spacebar, or press Enter.

Save | Print

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. **Read instructions on page 3.)**

For the license period beginning: 7/1/25 (mm dd yyyy) ending: 6/31/26 (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number: 456-103149 5694-04

FEIN Number: 93-3624309

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	$ 30 -
TOTAL FEE	$ R#20082

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Bhatta	Lok	Raj	
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
RSL Petroleum LLC	1017 4th Street, De Pere WI 54115

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Bhatta	Lok	R	

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Bhatta	Lok	R	
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)
Directors / Managers 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)

C. Business Information

1. Trade Name Lawrence Mart Business Phone Number 920-425-4289
2. Address of Premises 1017 4th Street, De Pere Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Inside the building, On the floor, inside of the cooler/cabinet

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

   b. Are **charges** for **any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

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

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
    (**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Bhatta Lok R	Owner	4/17/2025
Signature: Lbhatta	Phone Number	Email Address

TO BE COMPLETED BY CLERK

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

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	07/01/2025-06/30/2026

License(s) Requested: (up to two boxes may be checked)

- ☑ Class "A" Beer . . . . . $ _____
- ☐ Class "B" Beer . . . . . $ _____
- ☑ "Class A" Liquor . . . . . $ _____
- ☐ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$ 522
Background Check Fee	$
Publication Fee	$ 30
Total Fees	$ 552

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Skogen's Foodliner, Inc.

2. Business Trade Name or DBA
Festival Foods

3. FEIN
39-1086421

4. Wisconsin Seller's Permit Number
456-0000127664-03

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☑ Corporation ☐ Nonprofit Organization

6. State of Organization
WI

7. Date of Organization
12/07/1966

8. Wisconsin DFI Registration Number
1S13044

9. Premises Address
1001 Main Avenue, De Pere, WI 54115

10. City
De Pere

11. State
WI

12. Zip Code
54115

13. County
Brown

14. Governing Municipality: ☑ City ☐ Town ☐ Village
of: De Pere

15. Aldermanic District

16. Premises Phone
(920) 336-6520

17. Premises Email
thayes@festfoods.com

18. Website
www.festfoods.com

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
83,930 Sq Ft - one story building. Separate wine & spirits, storage, designated stalls for online pickup

20. Mailing Address (if different from premises address)
3800 Emerald Drive East, Onalaska, WI 54650

21. City
Onalaska

22. State
WI

23. Zip Code
54650

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☑ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☑ Yes ☐ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
MDSFest, Inc.	20-3825642

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☑ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☑ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☑ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Skogen	Mark	CEO/President	(920) 964-3400
Stoa	Kirk	CFO/Executive VP	(608) 783-5500
Chizek	William	Store Director	(920) 221-5043

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Stoa	Kirk	A

Title	Email	Phone
CFO/Executive Vice President	thayes@festfoods.com	(608) 779-2717

Signature	Date
	4/17/25

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	7/1/2025 - 6/30/2026

License(s) Requested: (up to two boxes may be checked)

- ☑ Class "A" Beer . . . . . $ 522.00
- ☐ Class "B" Beer . . . . . $ _____
- ☑ "Class A" Liquor . . . . . $ _____
- ☐ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$ 30
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Wal-Mart Stores East, LP

2. Business Trade Name or DBA
Walmart #5090 Liquor Store

3. FEIN
71-0862119

4. Wisconsin Seller's Permit Number
456-1020028180-05

5. Entity Type *(check one)*
☐ Sole Proprietor ☑ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
DE

7. Date of Organization
11/09/2001

8. Wisconsin DFI Registration Number
W042856

9. Premises Address
1415 Lawrence Drive

10. City
De Pere

11. State
WI

12. Zip Code
54115

13. County
Wood

14. Governing Municipality: ☑ City ☐ Town ☐ Village
of: De Pere

15. Aldermanic District

16. Premises Phone
(920) 336-3416

17. Premises Email
FVANVON.S05090.US@WAL-MART.

18. Website
www.walmart.com

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Walmart #5090 Liquor Store, 1415 Lawrence Drive, De Pere, WI 54115, 1 room, 1 story building approximately 2900 sq. ft. separate from the attached Walmart Supercenter which has a separate entrance.

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages ☐ Yes ☑ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☑ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☑ Yes ☐ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
Walmart Inc.	71-0415188

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☑ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☑ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☑ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
see attached			

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Little	Sarah	C

Title	Email	Phone
Assistant Secretary	complic@wal-mart.com	(479) 258-7241

Signature	Date
Sarah	04/07/25

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Wal-Mart Stores East, LP
Form AB-200 Part C: Individual Information

Timothy Skinner – President & CEO
Emma Waddell – Senior Vice President
Matthew Allen – Assistant Treasurer
Sarah Little – Assistant Secretary
Fran Van Vonderen, Jr. - Agent

City of De Pere, Wisconsin **I.11.C**

Request for Common Council Action

MEETING DATE: May 20, 2025
DEPARTMENT: City Clerk
FROM:
SUBJECT: Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor Licenses.
RECOMMENDED ACTION:

1. DKG Entertainment LLC (DBA Sidekicks Bar & Grill), 930 Main Av. Agent: Denise Gajeski, De Pere WI.

2. De Pere Hotel Group, LLC (DBA Cobblestone Hotel & Suites/Wissota Chophouse), 499 Main Av. Agent: Kim Wogernese, Neenah WI.

3. Gallaghers Pizza LLC (DBA Gallaghers Pizza), 330 Reid St. Agent: Vanessa Miller, Green Bay WI.

4. HC Gemini, Inc. (DBA The Abbey), 303 Reid St. Agent: Kerry Counard, De Pere WI.

5. Nightlife Inc. (DBA VIP Daiquiri Lounge), 308 Main Av. Submitted by Nightlife Inc., Agent: Tye Hartwell, De Pere, WI.

6. Pasquale's Café Inc. (DBA Pasquale's International Cafe), 305 Main Av. Agent: Tye Hartwell, De Pere, WI.

ATTACHMENTS:
Class B Combo renewal applications_5-20-25 mtg, Class B Combo agent forms_5-20-25 mtg

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	De Pere
License Period	25-26

License(s) Requested: (up to two boxes may be checked)

- ☑ Class "A" Beer . . . . . $ _____
- ☒ Class "B" Beer . . . . . $ _____
- ☑ "Class A" Liquor . . . . . $ _____
- ☒ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	$
Background Check Fee	$ R# 201156
Publication Fee	$ 30.—
Total Fees	$ 30.—

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
DKG Entertainment LLC

2. Business Trade Name or DBA
Sidekicks BAr & Grill

3. FEIN
03-0409714

4. Wisconsin Seller's Permit Number
456-0000442958-02

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
WI

7. Date of Organization
04/02/2002

8. Wisconsin DFI Registration Number
LL034801

9. Premises Address
930 Main Ave

10. City
De Pere

11. State
WI

12. Zip Code
54115

13. County
Brown

14. Governing Municipality: ☑ City ☐ Town ☐ Village
of: De Pere

15. Aldermanic District

16. Premises Phone
(920) 336-9556

17. Premises Email
sudskicks@gmail.com

18. Website

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Bar, walk-in coolers, patio (east side of the building)

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☑ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☑ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☑ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☑ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☑ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Gajeski	Denise	owner	(920) 655-1282

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Gajeski	Denise	A

Title	Email	Phone
owner	sudskicks@gmail.com	(920) 655-1282

Signature	Date
Denise Gajeski	05/01/20

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
5/1/25			

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)
Jessie Ruy	

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	7/1/25-6/30/26

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☒ Class "B" Beer . . . . . $ 90.00
- ☐ "Class A" Liquor . . . . . $ _____
- ☒ "Class B" Liquor . . . . . $ 940.00
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	**We will invoice you separately.**
Background Check Fee	
Publication Fee	$30.00
Total Fees	$30

Part A: Premises/Business Information

City of De Pere
APR 21 2025
Clerk's Office

1. Legal Business Name (individual name if sole proprietorship)
DePere Hotel Group, LLC

2. Business Trade Name or DBA
Cobblestone Hotel + Suites + Wisconsin Chophouse

3. FEIN
61-1989950

4. Wisconsin Seller's Permit Number
456-1030928/267-05

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
WI

7. Date of Organization
1/18/2021

8. Wisconsin DFI Registration Number
D068458

9. Premises Address
499 Main Ave

10. City
DePere

11. State
WI

12. Zip Code
54115

13. County
Brown

14. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere

15. Aldermanic District

16. Premises Phone
920.336.8819

17. Premises Email
depere@wisconsinchophouse.com

18. Website
www.stonebridgestone.com

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Hotel Restaurant + Bar + Patio
Storage areas
Room for guests to take drinks back to their rooms

20. Mailing Address (if different from premises address)
980 American Dr

21. City
Neenah

22. State
WI

23. Zip Code
54956

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

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

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Wogernese	Kim	Managing Member	920.237.0233

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Wogernese	Kim	E

Title	Email	Phone
Managing Member	kwogernese@sletehg.com	920.237.0233

Signature	Date
Kim C. Wogernese	4/17/25

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

R# 201037

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. **Read instructions on page 3.)**

For the license period beginning: 7/1/25 (mm dd yyyy) ending: 6/30/26 (mm dd yyyy)

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

County of Brown Aldermanic Dist. No.____ (if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number 456-1030784372-04

FEIN Number 87-1601260

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	$ 30
TOTAL FEE	$ 30

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Gallaghers Pizza LLC	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Miller	Vanessa	Laurel	

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Miller	Chad	NMI	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Miller	Vanessa	Laurel	
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)
Directors / Managers 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)

C. Business Information

1. Trade Name Gallaghers Pizza Business Phone Number 9203376666
2. Address of Premises 330 Reid St Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... Yes ☑ ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) DInin room, Party room, Beer cooler, Liquor cabinet, and office

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☑ No

   b. Are **charges** for **any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☑ No

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

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

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

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

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

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☑ No
    (**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Miller Vanessa L	Vice President	04/21/2025
Signature	Phone Number	Email Address

TO BE COMPLETED BY CLERK

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

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☑ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☑ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	We will invoice you separately.
Background Check Fee	
Publication Fee	$30.00
Total Fees	$30

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
HC Gemini, Inc.

2. Business Trade Name or DBA
The Abbey Bar

3. FEIN
39-1208119

4. Wisconsin Seller's Permit Number
456-0000016586-03

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☑ Corporation ☐ Nonprofit Organization

6. State of Organization
WI

7. Date of Organization
9/1974

8. Wisconsin DFI Registration Number
IW13564

9. Premises Address
303 Reid Street

10. City
De Pere

11. State
WI

12. Zip Code
54115

13. County
Brown

14. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere

15. Aldermanic District

16. Premises Phone
920-336-7242

17. Premises Email
abbeybar303@gmail.com

18. Website
www.abbeybar.com

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Indoor dining, game room, and bar area, along with banquet, party area, full kitchen as well as patio and outside balcony areas.

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ● No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ● No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ● No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ● Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ● No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ● No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Counard	Kerry	Owner/Mgr.	920-660-3650

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Counard	Kerry	J

Title	Email	Phone
Owner/Mgr.	kerrycounard@gmail.com	920-660-3650

Signature	Date
	April 18, 2025

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	2025-2026

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☑ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☑ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	**We will invoice you separately.**
Background Check Fee	
Publication Fee	$30.00
Total Fees	$30

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): Nightlife Inc
2. Business Trade Name or DBA: VIP Daiquiri Lounge
3. FEIN: 933988613
4. Wisconsin Seller's Permit Number: 456103151689404
5. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☑ Corporation ☐ Nonprofit Organization
6. State of Organization: Wisconsin
7. Date of Organization: 9/13/2023
8. Wisconsin DFI Registration Number: N060336
9. Premises Address: 308 Main Ave
10. City: Depere
11. State: WI
12. Zip Code: 54115
13. County: Brown
14. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere
15. Aldermanic District:
16. Premises Phone: 9204254766
17. Premises Email: wireless1gb@gmail.com
18. Website: None
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Main level and basement
20. Mailing Address (if different from premises address):
21. City:
22. State:
23. Zip Code:

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed: _____ Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed: _____ Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ● No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ● No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ● No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ● Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ● No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ● No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Hartwell	Tye	CEO	9208193220
Burns	Michael	COO	9712358176

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Hartwell	Tye	D

Title	Email	Phone
CEO	wireless1gb@gmail.com	9208193220

Signature: Tye Hartwell Date: 4-22-25

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	2025-2026

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☑ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☑ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

Fees	
License Fees	**We will invoice you separately.**
Background Check Fee	
Publication Fee	$30.00
Total Fees	$30

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Pasquale's Cafe Inc

2. Business Trade Name or DBA
Pasquale's International Cafe

3. FEIN
991933824

4. Wisconsin Seller's Permit Number
456102703827703

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☑ Corporation ☐ Nonprofit Organization

6. State of Organization
Wisconsin

7. Date of Organization
03/14/2024

8. Wisconsin DFI Registration Number
P091110

9. Premises Address
305 Main Ave

10. City
Depere

11. State
WI

12. Zip Code
54115

13. County
Brown

14. Governing Municipality: ☒ City ☐ Town ☐ Village
of: De Pere

15. Aldermanic District

16. Premises Phone
9203363330

17. Premises Email
wireless1gb@gmail.com

18. Website
Pasqualesintlcafe.org

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Main level, Basement and Patio

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ● No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ● No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ● No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ● Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ● No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ● No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Hartwell	Tye	CEO	9208193220
Burns	Michael	COO	9712358176

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Hartwell	Tye	D

Title	Email	Phone
CEO	wireless1gb@gmail.com	9208193220

Signature	Date
	April 22, 2025

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

City of De Pere, Wisconsin **I.12**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Recommendation from Finance and Personnel Committee on Award of Contract 25-16 Interstate Highway 41 City Sign Replacement to Elevate 97 in the amount of $101,555.60.
RECOMMENDED ACTION:	Staff recommends awarding Contract 25-16 Interstate Highway 41 City Sign Replacement to Elevate 97 in the amount of $101,555.60

The Finance and Personnel Committee at the May 13, 2025 meeting approved award of Contract 25-16 Interstate Highway 41 City Sign Replacement to Elevate 97 in the amount of $101,555.60 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:
2025 0513 CE_Project 25-16 Award Memo, S014502 DePere I-41 Sign_Drawing, 2025 0501 CE_Project 25-16_Bid Tab

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Finance and Personnel Committee
From: Eric Rakers, P.E., City Engineer
Daniel Lindstrom, AICP, Development Services Director
Date: May 13, 2025

RE: **Consideration and possible action on award of Contract 25-16 Interstate Highway 41 City Sign Replacement***

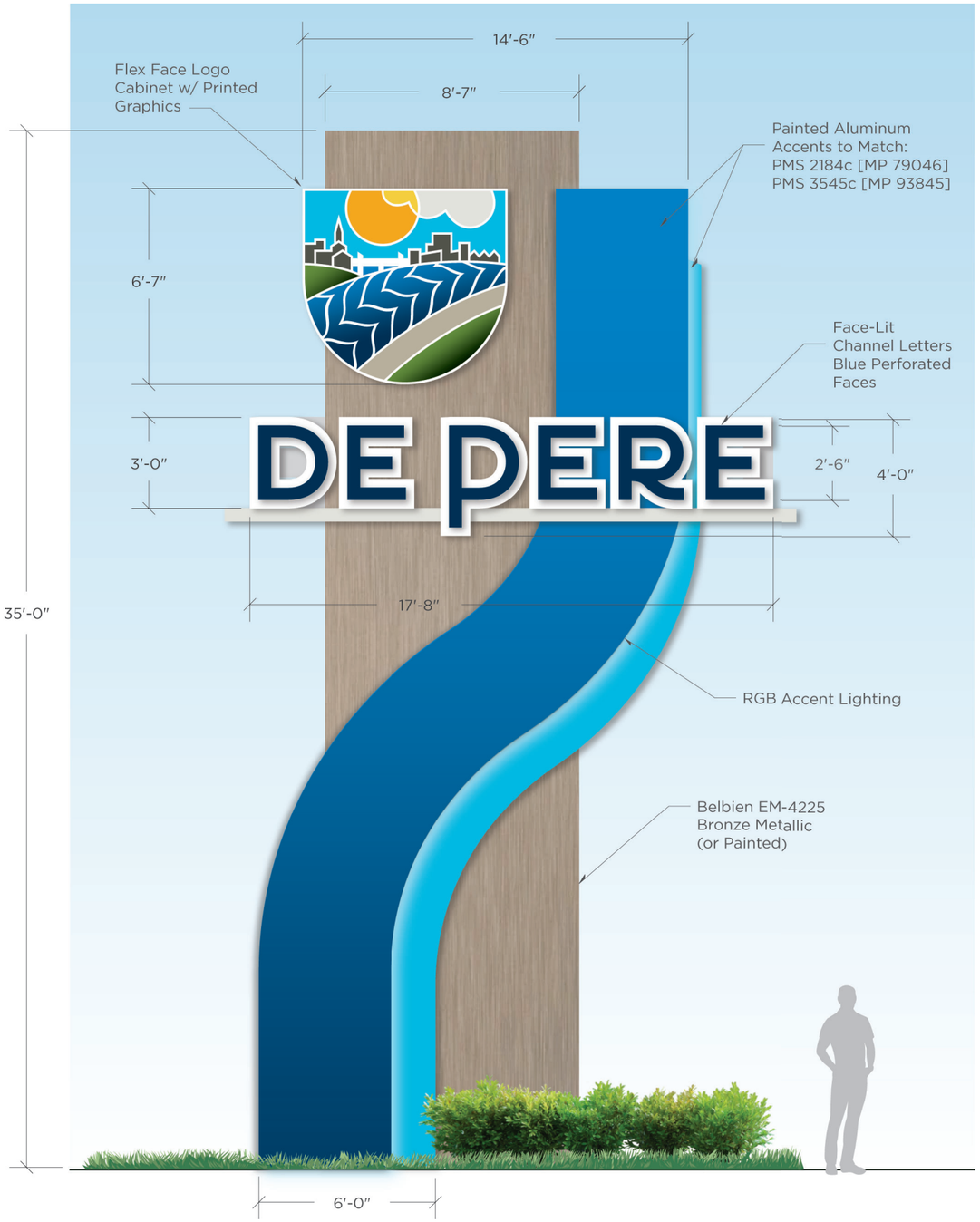
On November 21, 2024, the Common Council recommended moving forward with the selected design to the BID process. This project will replace the existing City sign located along I-41. The lighting on the existing sign did not work, and it was burdensome to repair the sign. Moreover, the lighting is located inside the sign and not accessible to be repaired by City staff.

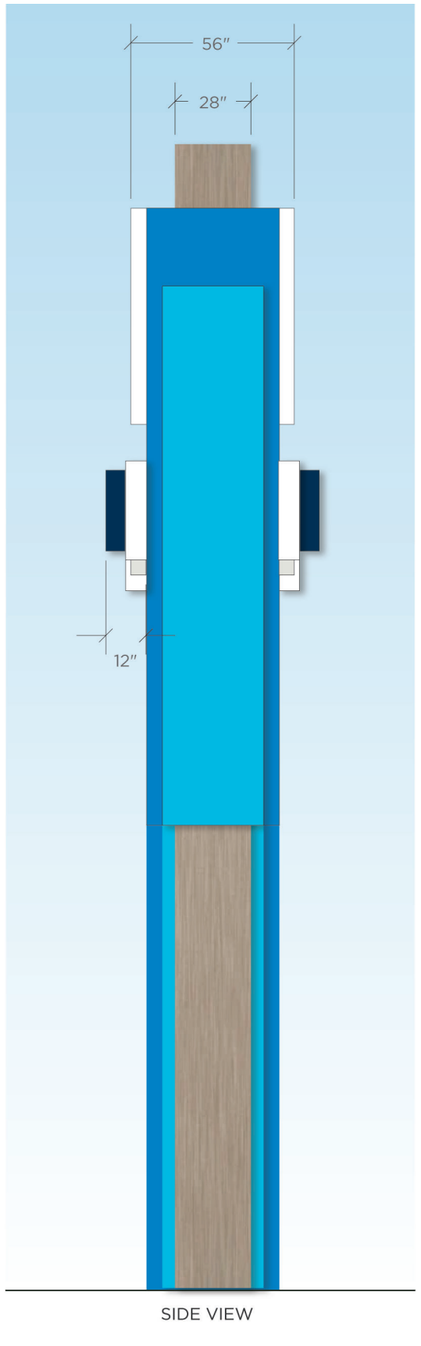
The City contracted with Elevate 97 to complete the design plan evaluation for a new sign. The City evaluated (1) repairing the existing sign, (2) refurbishing the existing sign with a new face, or (3) a complete sign replacement utilized the existing base if possible. The cost estimate for replacing it with a new sign under the current branding standards was estimated to be only $37,000 more. Therefore, the Finance and Personnel Committee and the Common Council recommended replacing it with a new sign. The approval was on the same night as the 2025 Budget approval; therefore, it was not included in the budget book. However, during the review, the staff identified that the intent was to bid for funding for $115,000, which would need to be included in the 2025 bonding under TID #15.

The Engineering Department received bids for Project 25-16 Interstate Highway 41 City Sign Replacement on May 1, 2025. This project involves the fabrication and construction of a new sign and demolishing the existing sign. The bids received are as follows:

Bidder	Total Bid
Elevate 97	$101,555.60
Jones Sign	$118,250.94
Creative Sign	$197,300.00

Staff recommends awarding Contract 25-16 Interstate Highway 41 City Sign Replacement to Elevate 97 in the amount of $101,555.60, an amount below the original estimate.





SIDE VIEW

NIGHT VIEW

OPTION A

New Pylon Sign Design
-Reuse Existing Foundation & Main Support Pole

elevate97

800-514-1119 | ELEVATE97.COM

CLIENT: CITY OF DEPERE
ADDRESS: HWY 41 Pylon Location
DATE: August 1, 2024
SCALE: 1/4" = 1'-0"
AE: Tom Knigge
DESIGNER: RE PAGE - 1

DESIGN #: 13240
JOB # -

REVISION # 6
REVISED DATE: 12/23/24

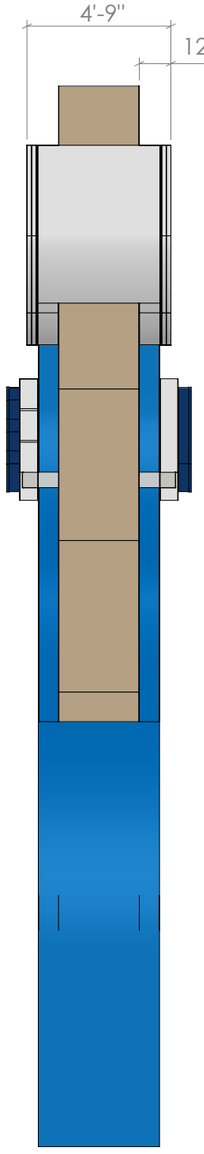
☐ CONCEPTUAL ☑ FINAL

☐ FIELD SURVEY / MEASUREMENTS REQUIRED
☐ ELECTRONIC FILE OF LOGO REQUIRED
☐ COLORS TO BE DETERMINED

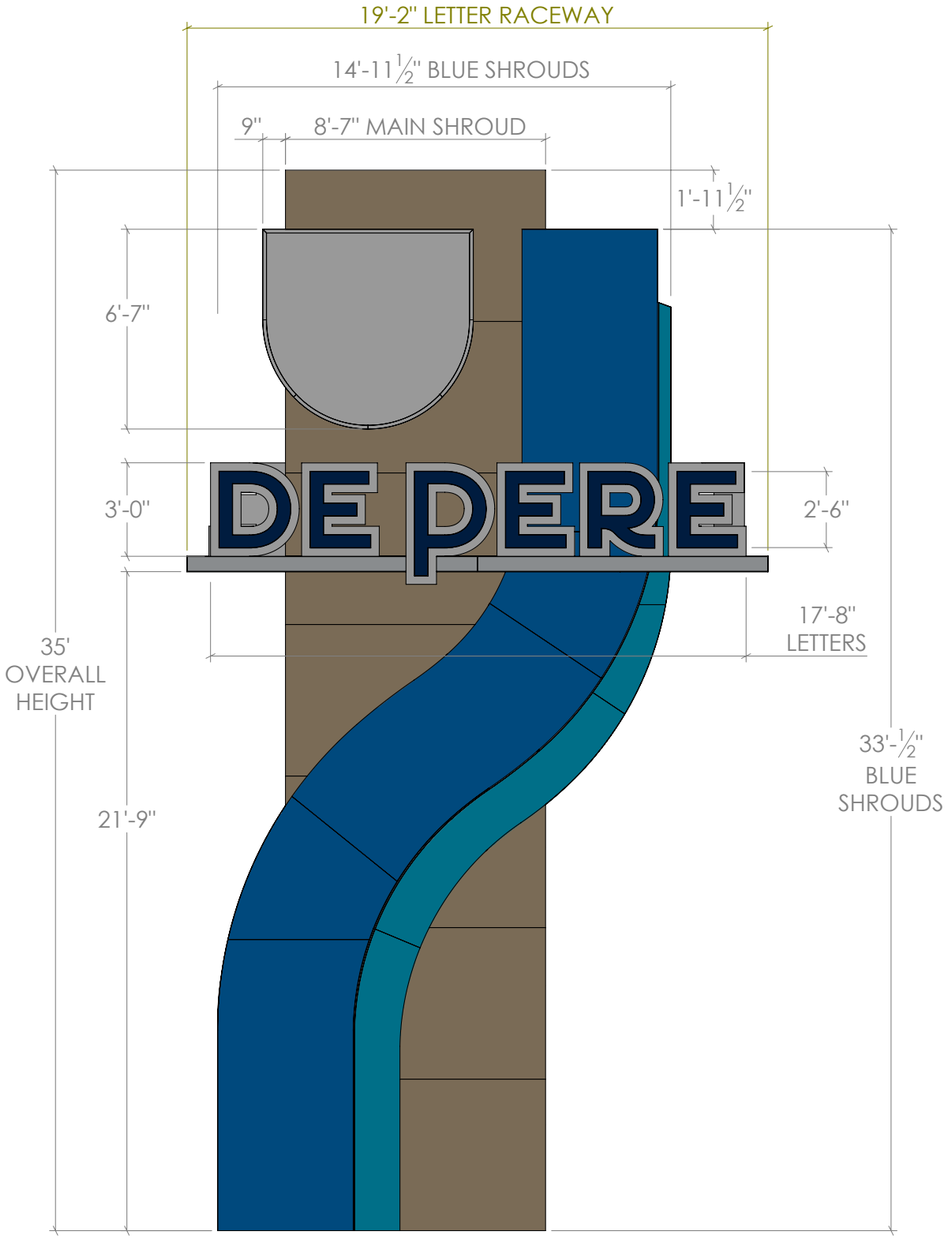
WWW.ELEVATE97.COM | ALL CONCEPTS ARE PROPERTY OF ELEVATE97 | © 2022 ELEVATE97

WITH APPROVAL OF THIS DESIGN I HEREBY GIVE ELEVATE 97 PERMISSION TO BEGIN PRODUCTION ON THE SIGNAGE ILLUSTRATED. I AGREE THAT ALL SPECIFICATIONS, SPELLING, COLORS AND ELEVATIONS LISTED ARE CORRECT AND APPROVED. ANY CHANGES MADE AFTER PRODUCTION HAS STARTED WILL RESULT IN ADDITIONAL CHARGES

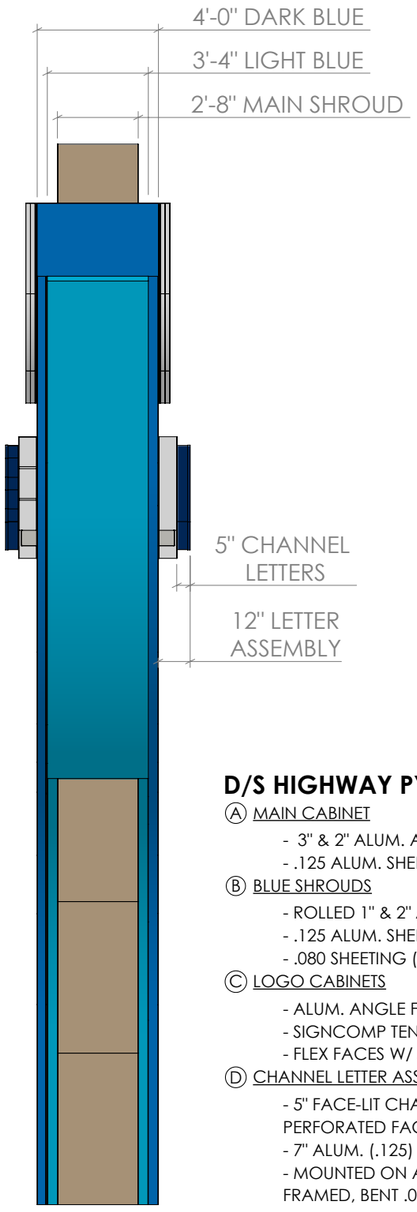
CLIENT APPROVAL - DATE -



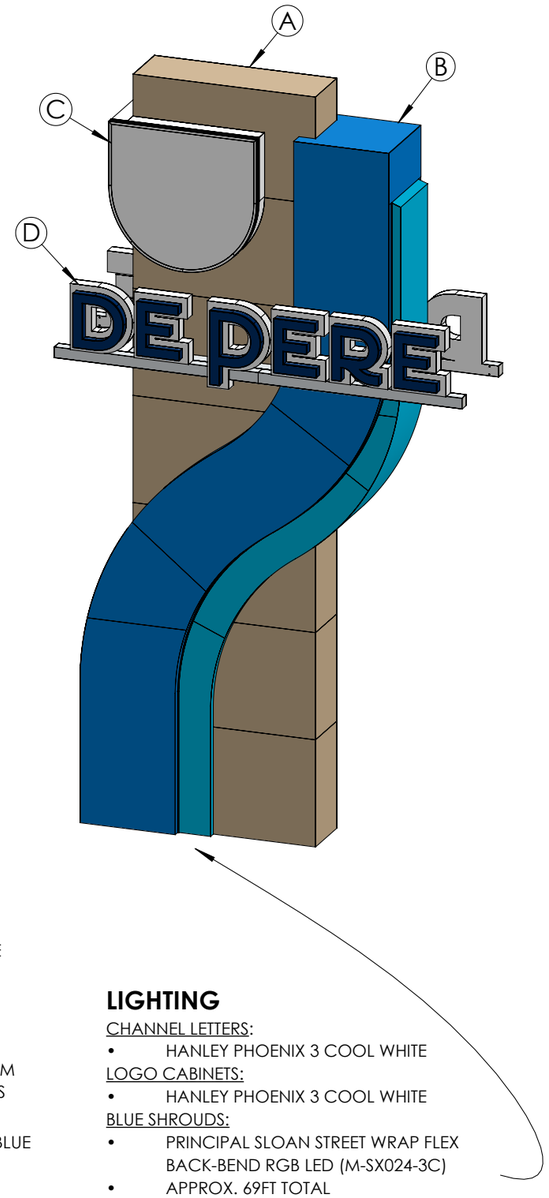
LEFT



FRONT



RIGHT



D/S HIGHWAY PYLON

Ⓐ MAIN CABINET
- 3" & 2" ALUM. ANGLE FRAME
- .125 ALUM. SHEETING

Ⓑ BLUE SHROUDS
- ROLLED 1" & 2" ALUM. TUBE FRAME
- .125 ALUM. SHEETING (FACES)
- .080 SHEETING (SIDES)

Ⓒ LOGO CABINETS
- ALUM. ANGLE FRAME
- SIGNCOMP TENSION FRAME SYSTEM
- FLEX FACES W/ APPLIED GRAPHICS

Ⓓ CHANNEL LETTER ASSEMBLY
- 5" FACE-LIT CHANNEL LETTERS W/ BLUE PERFORATED FACES
- 7" ALUM. (.125) LETTER "BACKS"
- MOUNTED ON ALUM. ANGLE/TUBING FRAMED, BENT .080 SHEETED RACEWAY

TOTAL WEIGHT: APPROX. 5,500 LBS

LIGHTING

CHANNEL LETTERS:
- HANLEY PHOENIX 3 COOL WHITE

LOGO CABINETS:
- HANLEY PHOENIX 3 COOL WHITE

BLUE SHROUDS:
- PRINCIPAL SLOAN STREET WRAP FLEX BACK-BEND RGB LED (M-SX024-3C)
- APPROX. 69FT TOTAL
- ALONG SEAM BETWEEN LIGHT & DARK BLUE SHROUDS

elevate97 SIGNS
(800) 514-1119 | elevate97.com

JOB ORDER #: **S014502** DRAWING: HWY 41 PYLON

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:60
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 1 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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MAIN SHROUDS

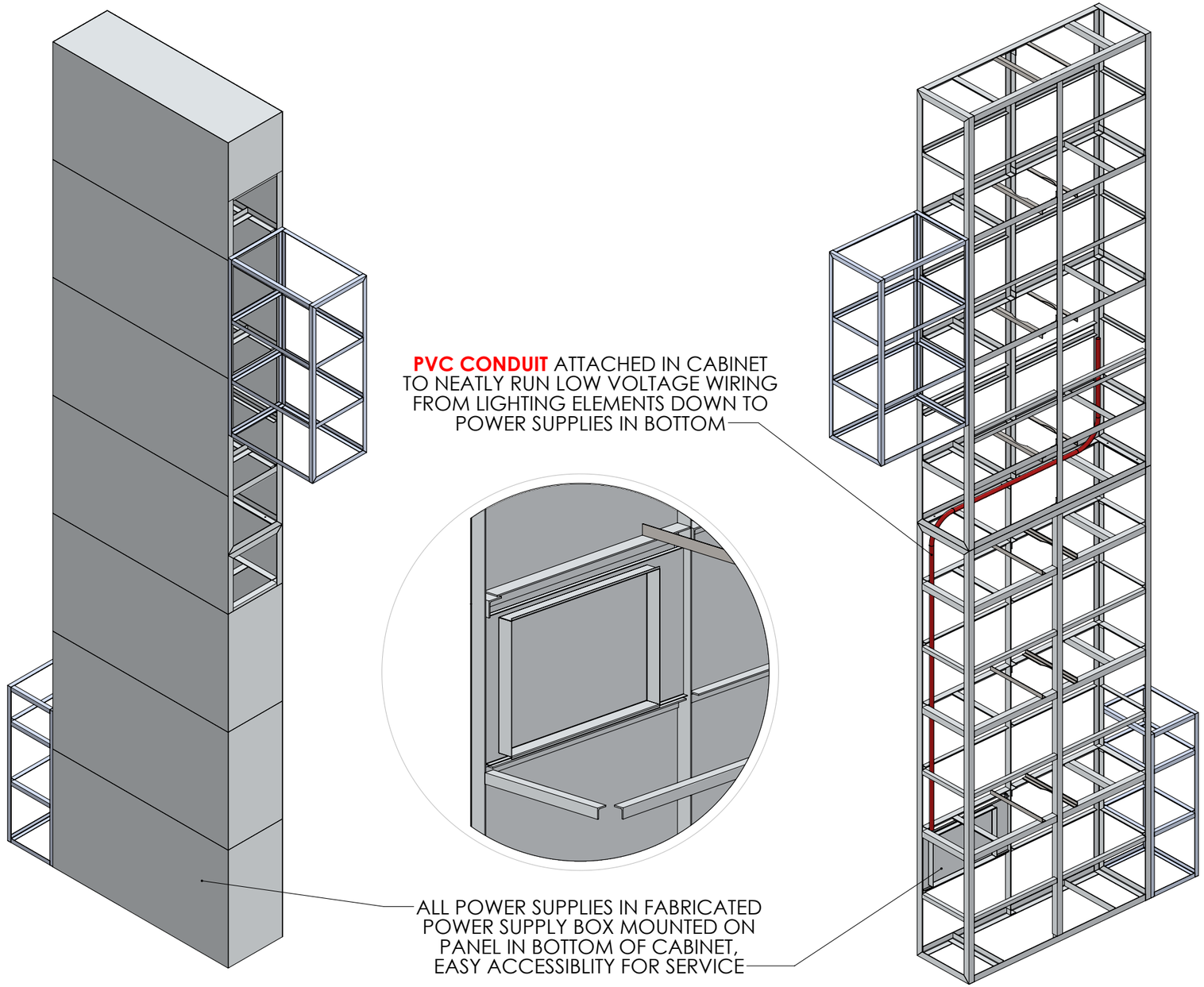
- TWO CABINETS, BOLTED TOGETHER THEN SHEETED
- SPACER FRAMES FOR MOUNTING CURVED SHROUDS

FRAMING

- 3" x 3" x .25" WALL ALUM ANGLE
- 2" x 2" x .25" WALL ALUM ANGLE
- 2" x 2" x .187" WALL STEEL ANGLE

SHEETING

- FACES: .125 ALUM
- SIDES: .125 ALUM, REMOVABLE PANELS ATTACHED WITH COUNTERSUNK FASTENERS



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JOB ORDER #: **S014502** DRAWING: HWY 41 PYLON

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:50
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 2 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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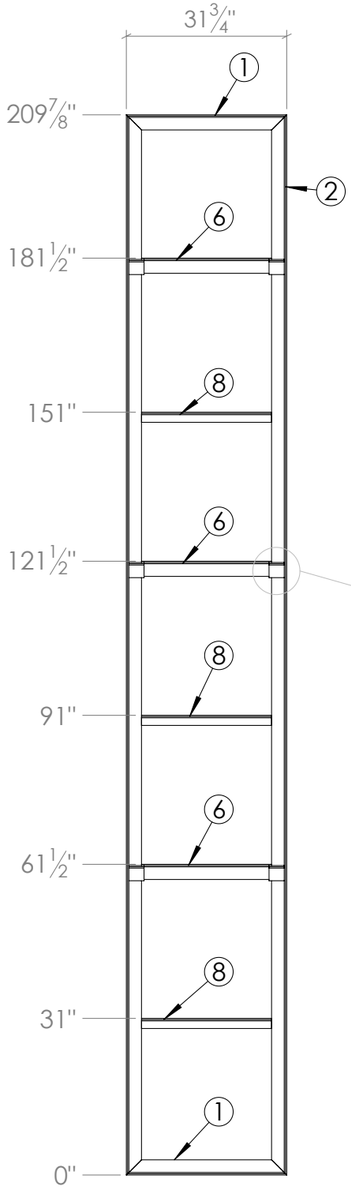
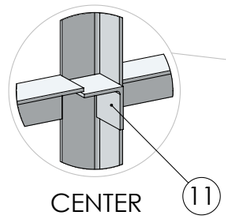
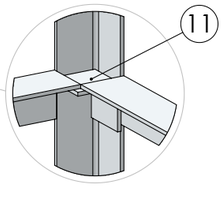


SIDES

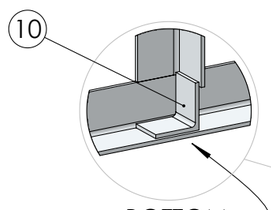


CENTER

ADD 3" ANGLE PIECES TO REINFORCE ALL 3" ANGLE JUNCTIONS.

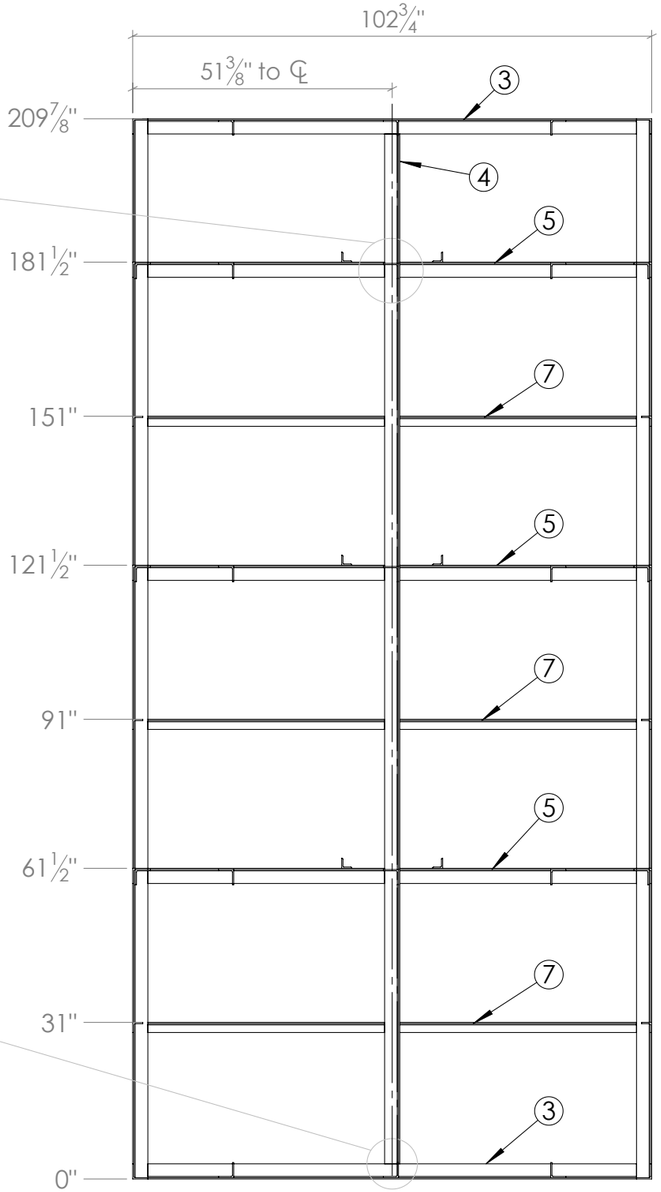


CORNERS



BOTTOM

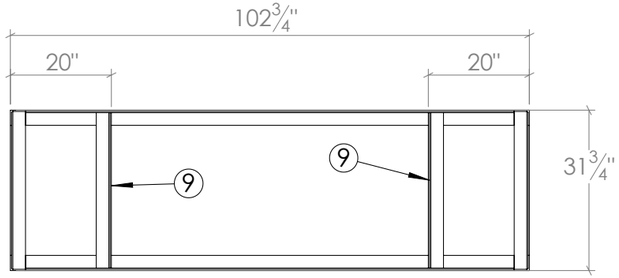
BE SURE BOTTOM REINFORCEMENT DOESNT STICK PAST INSIDE OF ANGLE TO ALLOW CLEARANCE FOR POLE

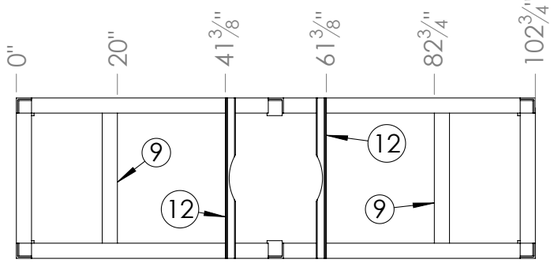


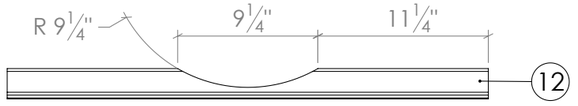
FRONT/BACK

3" ANGLE "LEVELS"

TOP/BOTTOM







RADIUS CUT IN ALL STEEL ANGLES

ITEM NO.	QTY.	DESCRIPTION	LENGTH
1	4	AL Angle 3 x 3 x .25	31 3/4"
2	4	AL Angle 3 x 3 x .25	209 7/8"
3	4	AL Angle 3 x 3 x .25	96 3/4"
4	2	AL Angle 3 x 3 x .25	203 7/8"
5	12	AL Angle 3 x 3 x .25	46 7/8"
6	6	AL Angle 3 x 3 x .25	25 3/4"
7	12	AL Angle 2 x 2 x .25	46 7/8"
8	6	AL Angle 2 x 2 x .25	25 3/4"
9	10	AL Angle 3 x 3 x .25	30 3/4"
10	2	AL Angle 3 x 3 x .25	2 1/4"
11	20	AL Angle 3 x 3 x .25	3"
12	6	Steel Angle 2 x 2 x .25	31 3/4"

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JOB ORDER #: **S014502** DRAWING: MAIN SHROUD BOTTOM

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:30
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 3 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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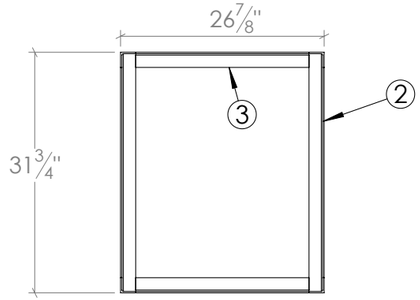

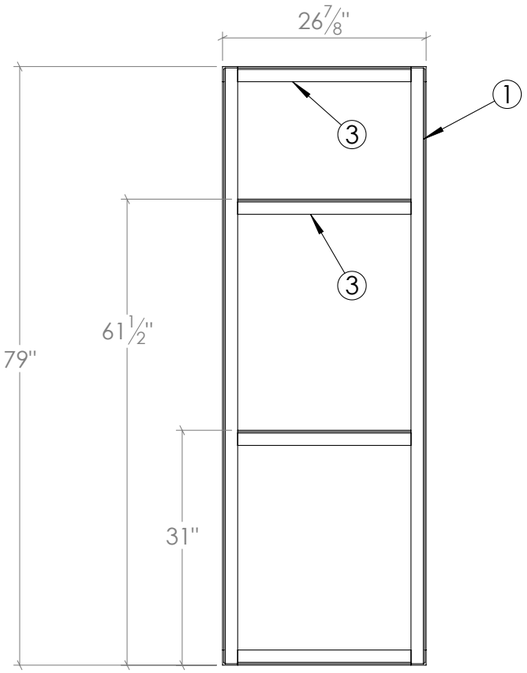

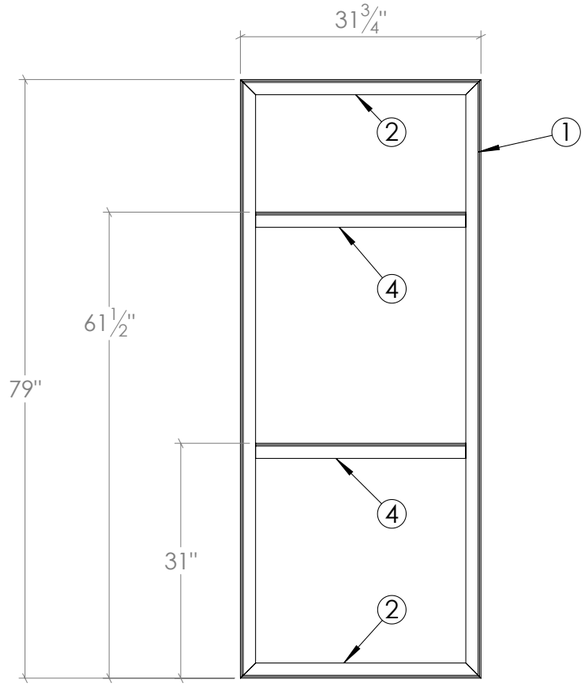

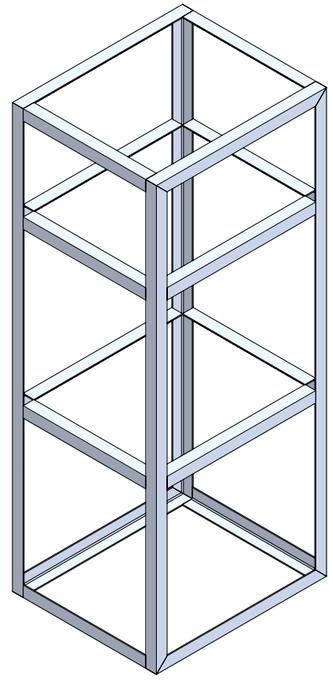

ITEM NO.	QTY.	DESCRIPTION	LENGTH
1	4	AL Angle 2 x 2 x .1875	79"
2	4	AL Angle 2 x 2 x .1875	31 3/4"
3	8	AL Angle 2 x 2 x .1875	22 7/8"
4	4	AL Angle 2 x 2 x .1875	27 3/4"

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JOB ORDER #: **S014502**

DRAWING: LOWER SPACER FRAME

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:20
A.C.: GARY S.
PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: -
REVISION #: -
DATE: 12/19/2024

SHEET 4 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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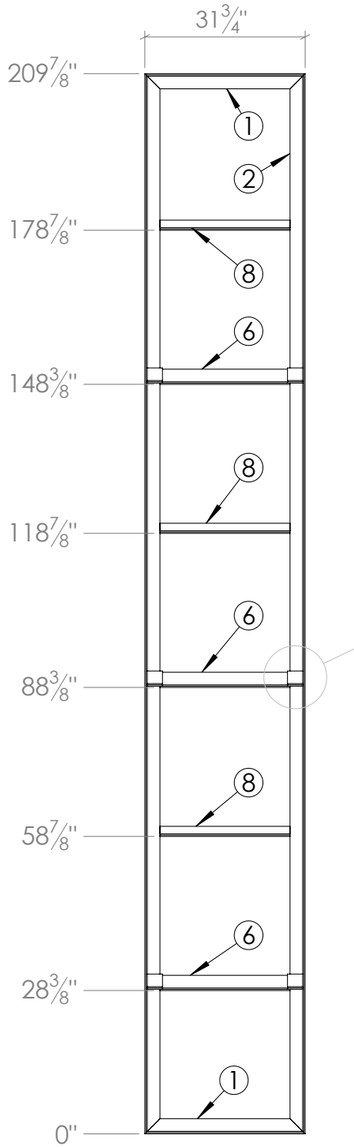
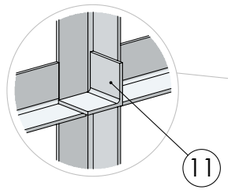
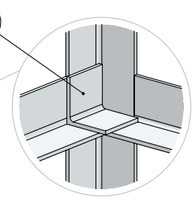


SIDES

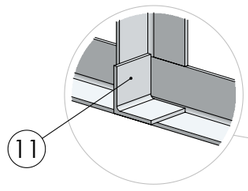


CENTER

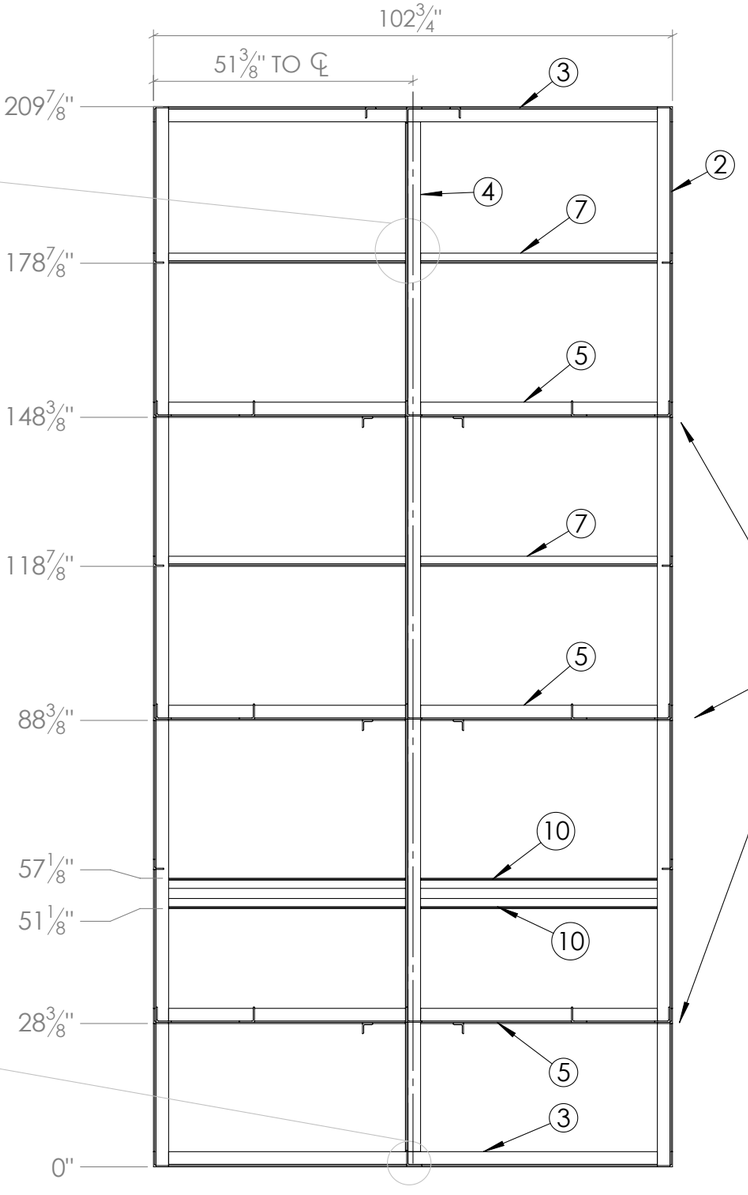
ADD 3" ANGLE PIECES TO REINFORCE ALL 3" ANGLE JUNCTIONS.



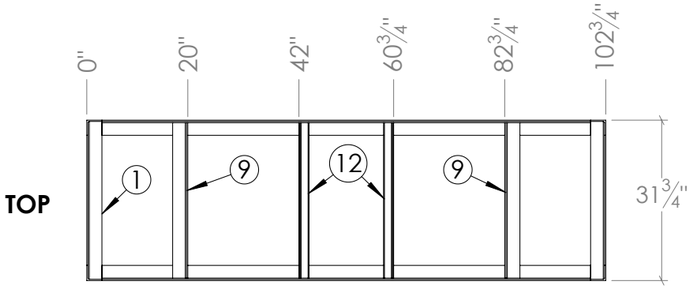
CORNERS



BOTTOM

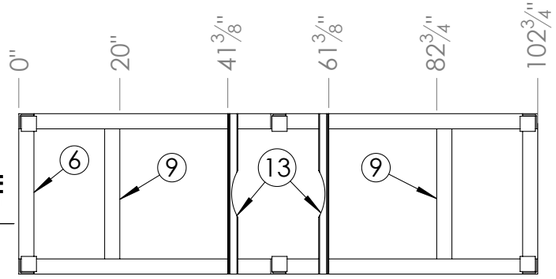


FRONT/BACK



NO RADIUS CUT IN TOP-MOST STEEL ANGLES

3" ANGLE "LEVELS"



ITEM NO.	QTY.	DESCRIPTION	LENGTH
1	4	AL Angle 3 x 3 x .25	31 3/4"
2	4	AL Angle 3 x 3 x .25	209 7/8"
3	4	AL Angle 3 x 3 x .25	96 3/4"
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6	6	AL Angle 3 x 3 x .25	25 3/4"
7	8	AL Angle 2 x 2 x .25	46 7/8"
8	6	AL Angle 2 x 2 x .25	25 3/4"
9	8	AL Angle 3 x 3 x .25	30 3/4"
10	8	AL Angle 2 x 2 x .187	46 7/8"
11	22	AL Angle 3 x 3 x .25	3"
12	2	Steel Angle 2 x 2 x .25	30 3/4"
13	6	Steel Angle 2 x 2 x .25	31 3/4"

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(800) 514-1119 | elevate97.com

JOB ORDER #: **S014502**
DRAWING: MAIN SHROUD TOP

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:30
A.C.: GARY S.
DESIGNER: BEN L.
REVISED BY: -
REVISION #: -
PM: JAAN O.
DATE: 12/19/2024

SHEET 5 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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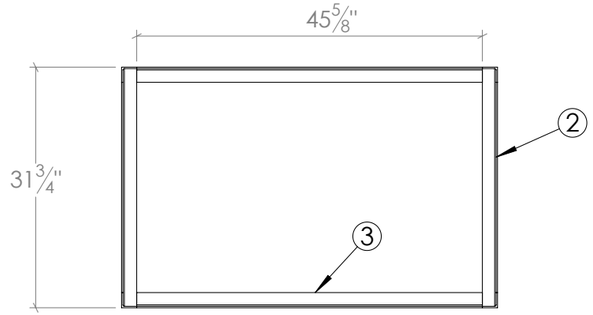

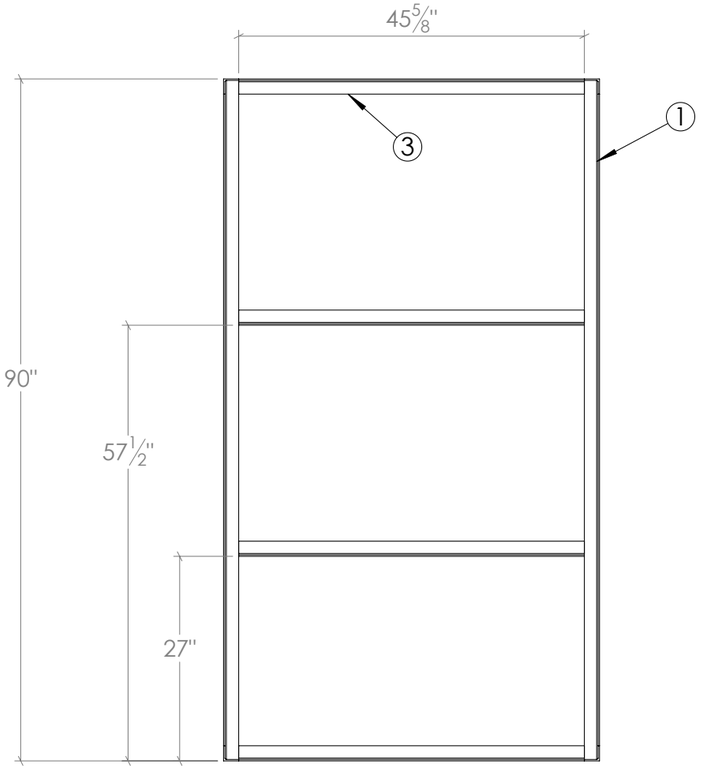

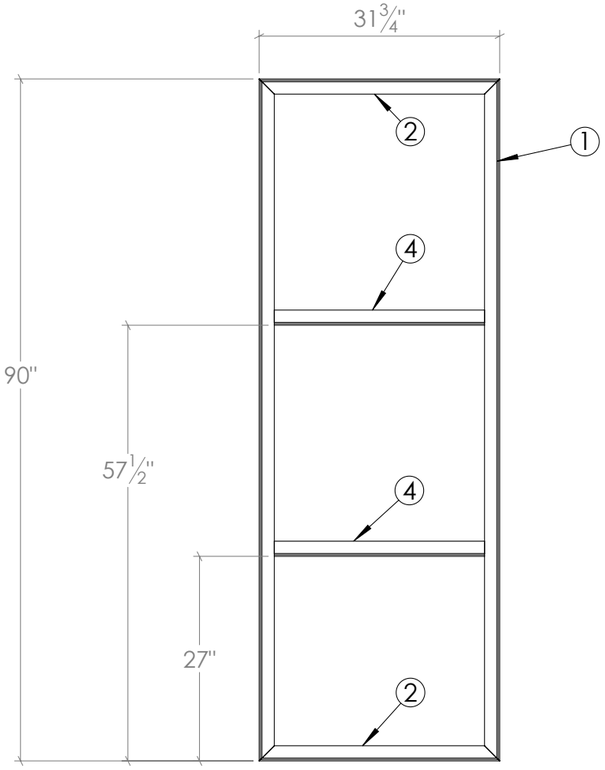

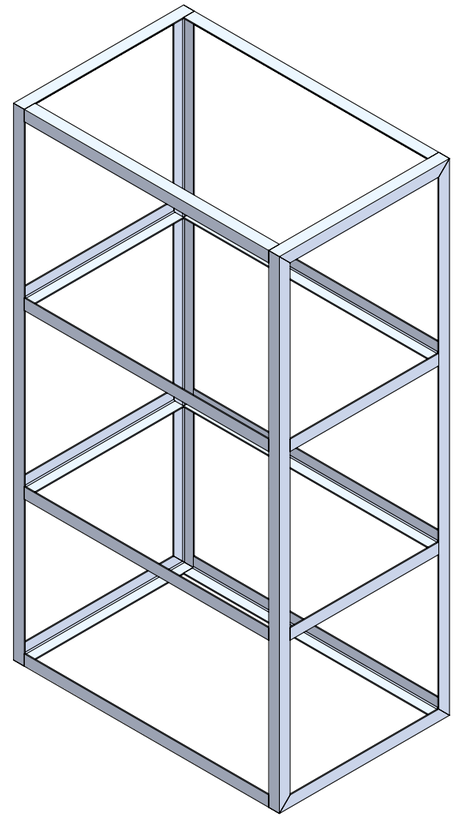

ITEM NO.	QTY.	DESCRIPTION	LENGTH
1	4	AL Angle 2 x 2 x .1875	90"
2	4	AL Angle 2 x 2 x .1875	31 3/4"
3	8	AL Angle 2 x 2 x .1875	45 5/8"
4	4	AL Angle 2 x 2 x .1875	27 3/4"

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JOB ORDER #: **S014502**

DRAWING: TOP SPACER FRAME

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:20
A.C.: GARY S.
PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: -
REVISION #: -
DATE: 12/19/2024

SHEET 6 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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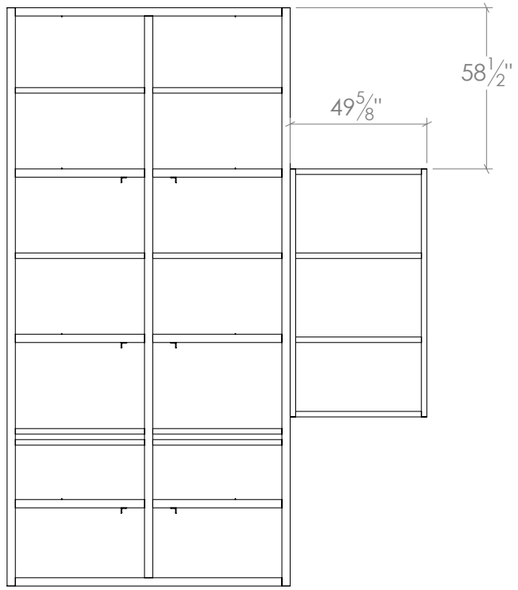
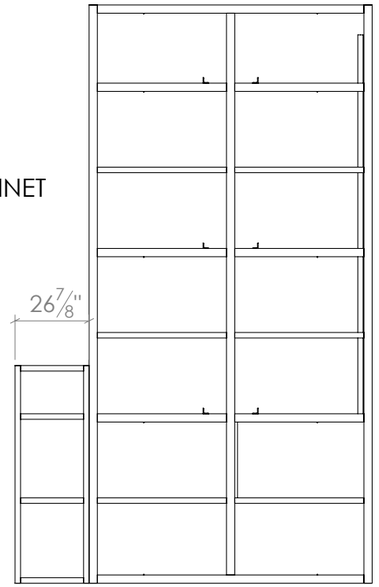
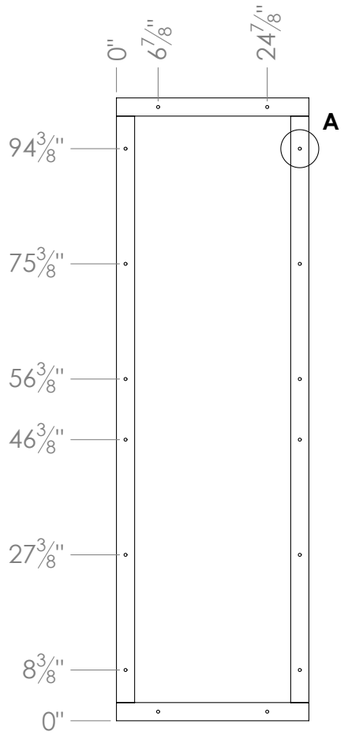
TOP CABINET

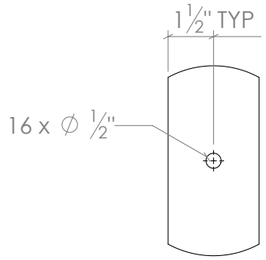


SPACER FRAMES WELDED OR BOLTED TO MAIN CABINET FRAMES

BOTTOM CABINET





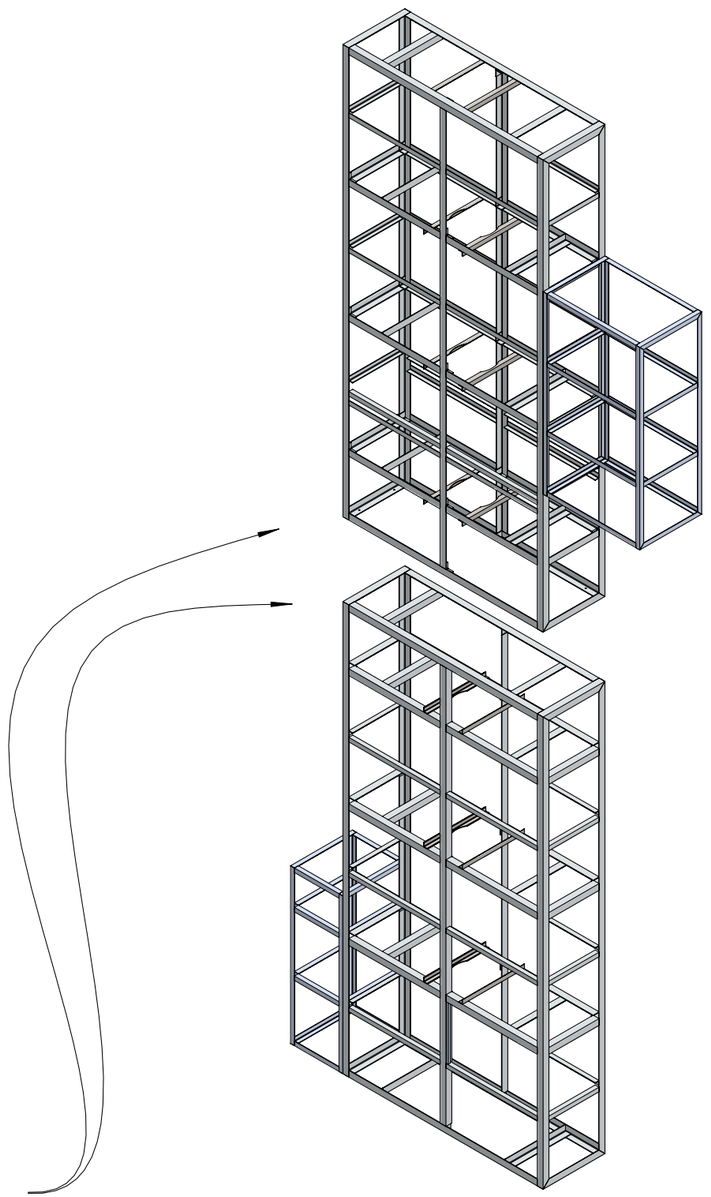


DETAIL A

1/2" HOLES IN TOP OF BOTTOM FRAME & BOTTOM OF TOP FRAME

CABINETS BOLTED TOGETHER WITH 1/2" WASHERS, BOLTS & NUTS

SHEETED WITH .125 ALUM.



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JOB ORDER #: **S014502** DRAWING: HWY 41 PYLON

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:60
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 7 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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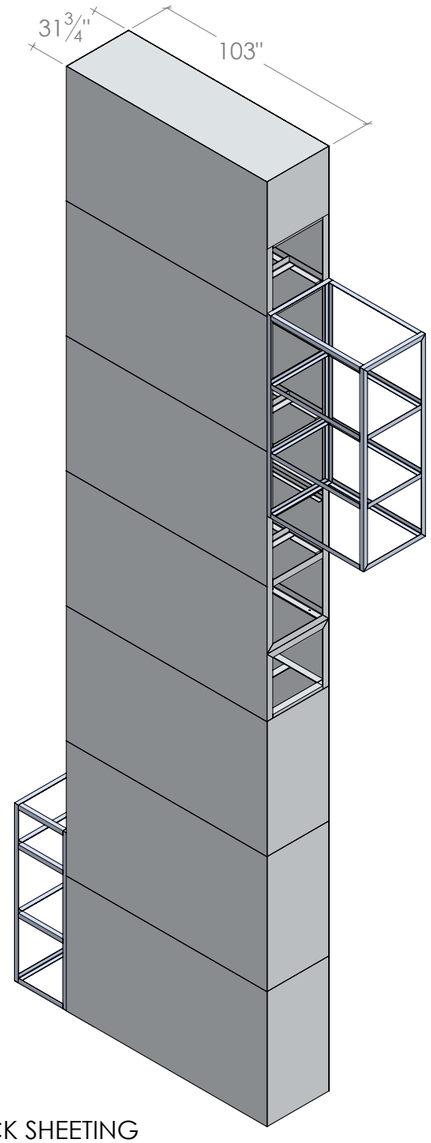
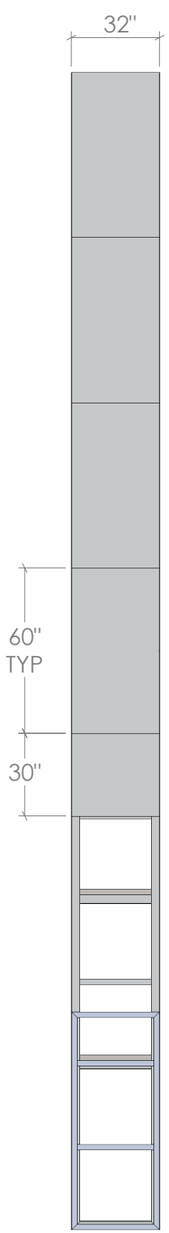
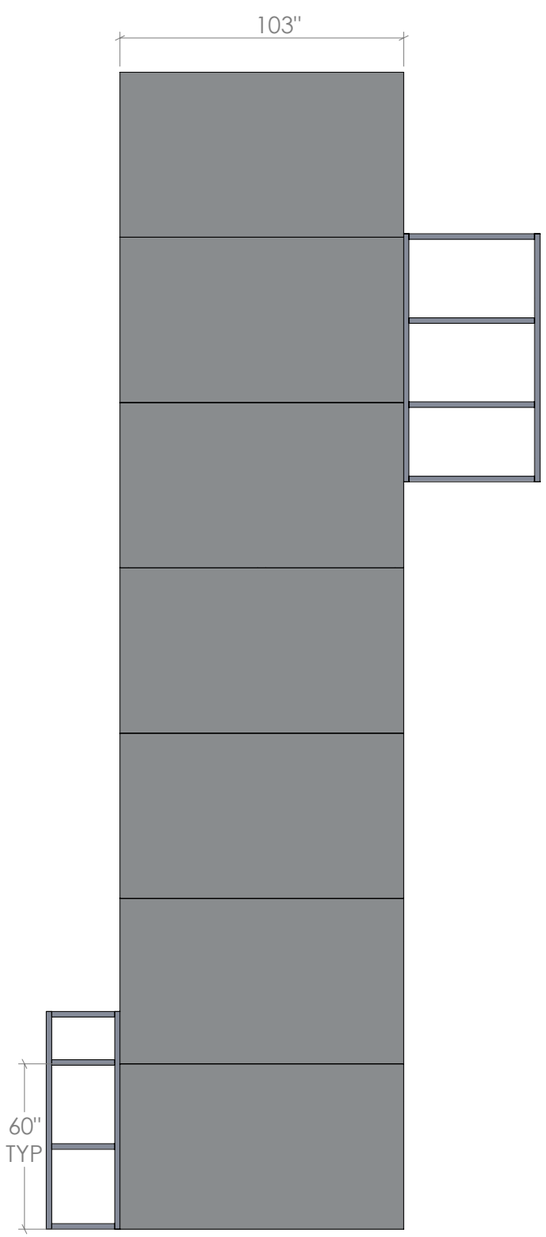


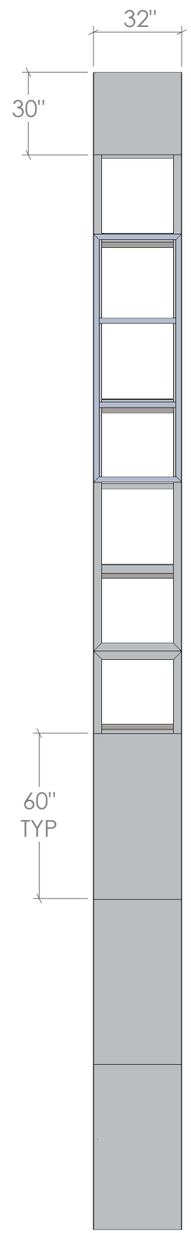
FRONT/BACK SHEETING
GLUED IN PLACE
SIDES NOT FULLY SHEETED
SIDES & TOP REMOVABLE,
ATTACHED WITH
COUNTERSUNK FASTENERS



LEFT SIDE



FRONT/BACK



RIGHT SIDE

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JOB ORDER #: **S014502** DRAWING: MAIN SHROUD SHEETING

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:55
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 8 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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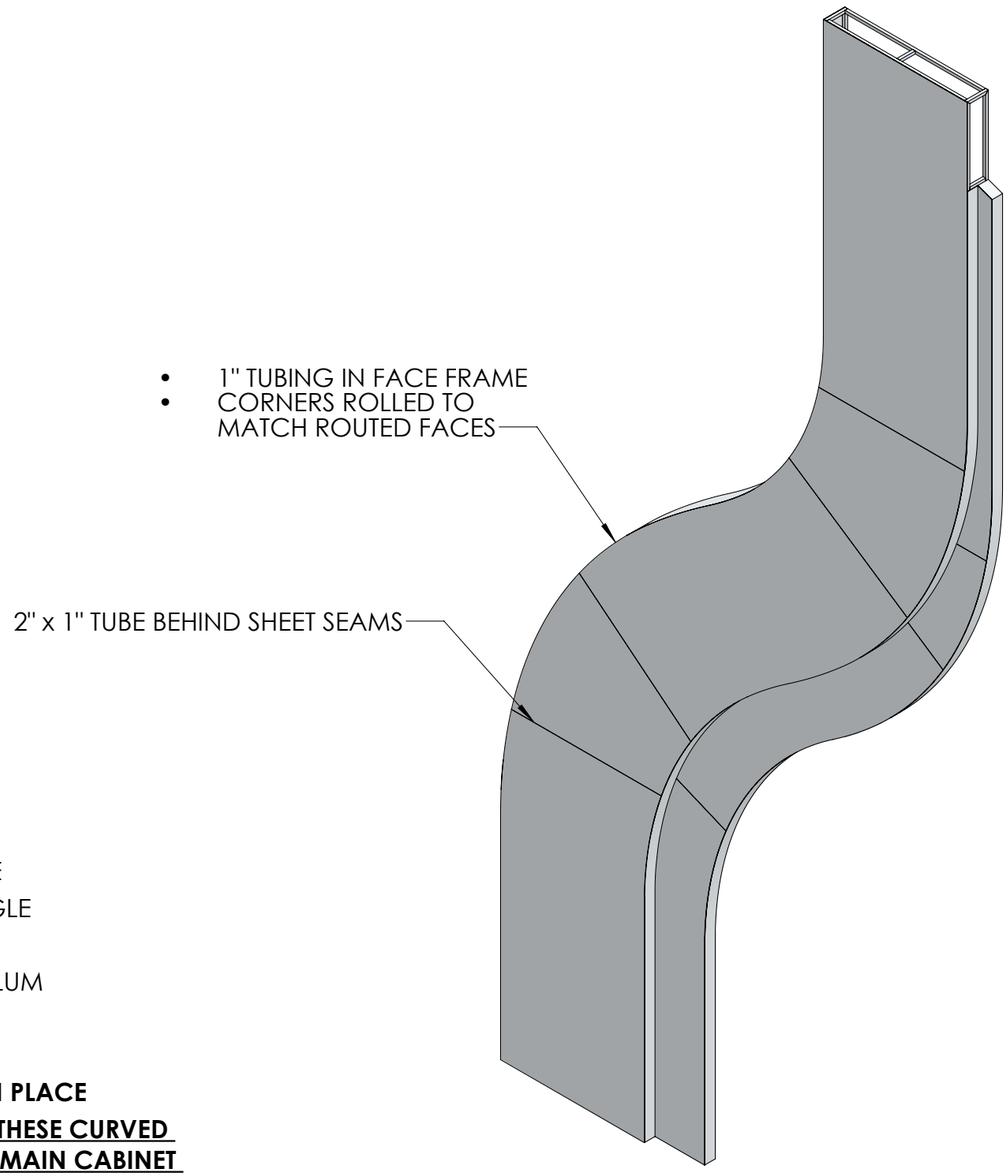

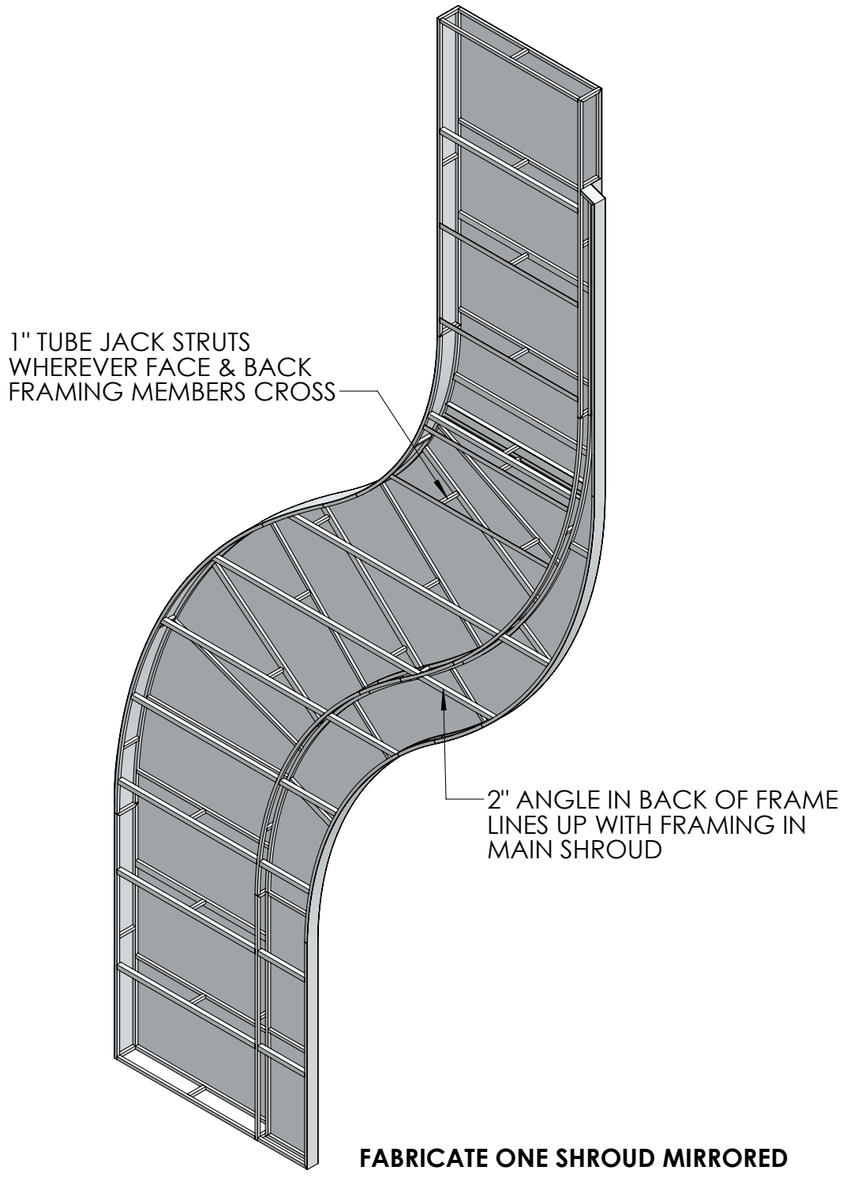

CURVED SHROUDS

FRAMING

- 1" SQ x .125 WALL TUBE
- 2" x 1" x .125 WALL TUBE
- 2" x 2" x .187 WALL ANGLE

SHEETING

- FACES: ROUTED .125 ALUM
- SIDES: .080 ALUM

ALL SHEETING GLUED IN PLACE

MAY BE BEST TO FABRICATE THESE CURVED SHROUDS BEFORE SHEETING MAIN CABINET TO ENSURE FRAMING MEMBERS LINE UP.

FABRICATE ONE SHROUD MIRRORED

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JOB ORDER #: **S014502** DRAWING: CURVED SHROUDS

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:40
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 9 OF 21

NOTES: **IF IN DOUBT, ASK**

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VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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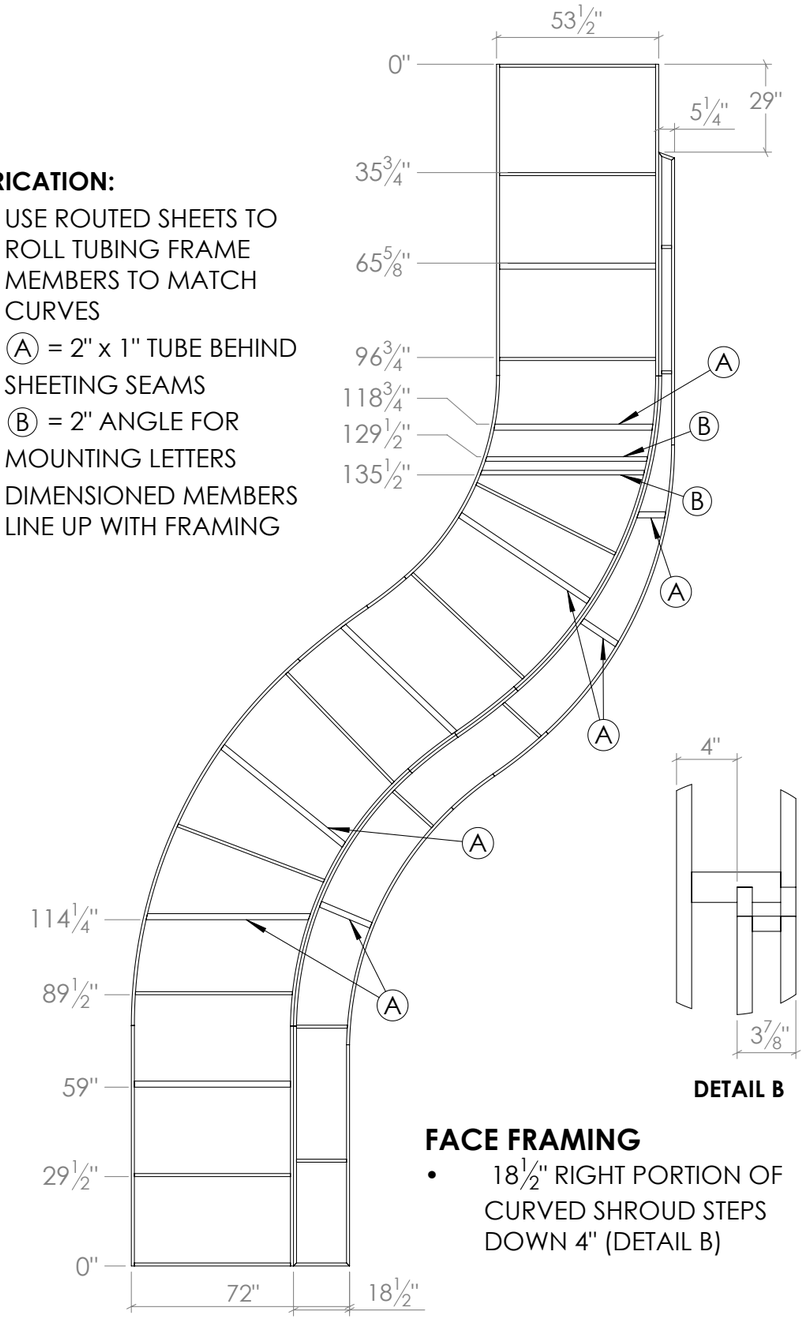
FABRICATION:

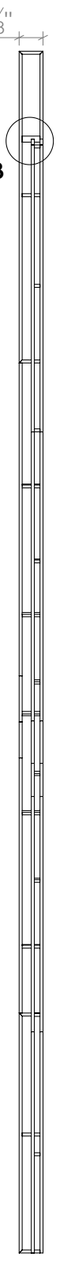
- USE ROUTED SHEETS TO ROLL TUBING FRAME MEMBERS TO MATCH CURVES
- (A) = 2" x 1" TUBE BEHIND SHEETING SEAMS
- (B) = 2" ANGLE FOR MOUNTING LETTERS
- DIMENSIONED MEMBERS LINE UP WITH FRAMING

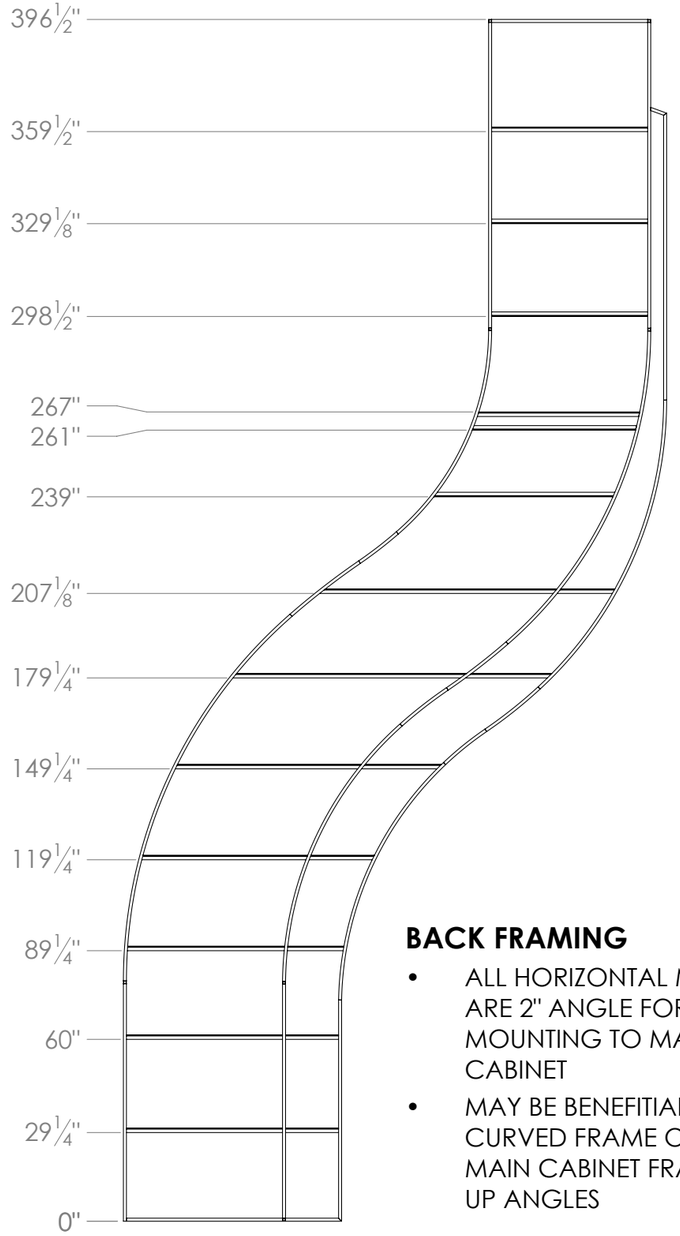


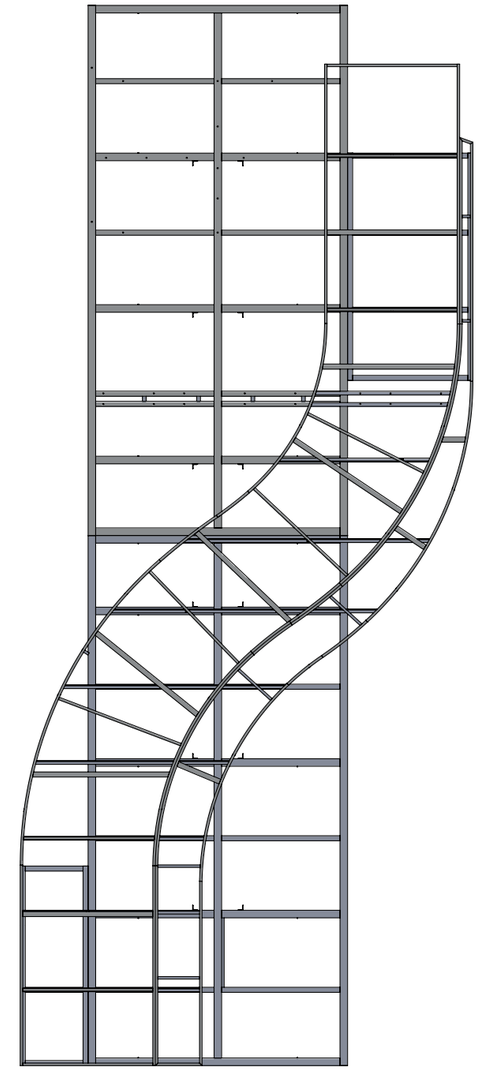
DETAIL B

FACE FRAMING

- 18½" RIGHT PORTION OF CURVED SHROUD STEPS DOWN 4" (DETAIL B)







BACK FRAMING

- ALL HORIZONTAL MEMBERS ARE 2" ANGLE FOR MOUNTING TO MAIN CABINET
- MAY BE BENEFITIAL TO LAY CURVED FRAME ON TOP OF MAIN CABINET FRAME & LINE UP ANGLES

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JOB ORDER #: **S014502** DRAWING: CURVED SHROUD FRAMING

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:50
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 10 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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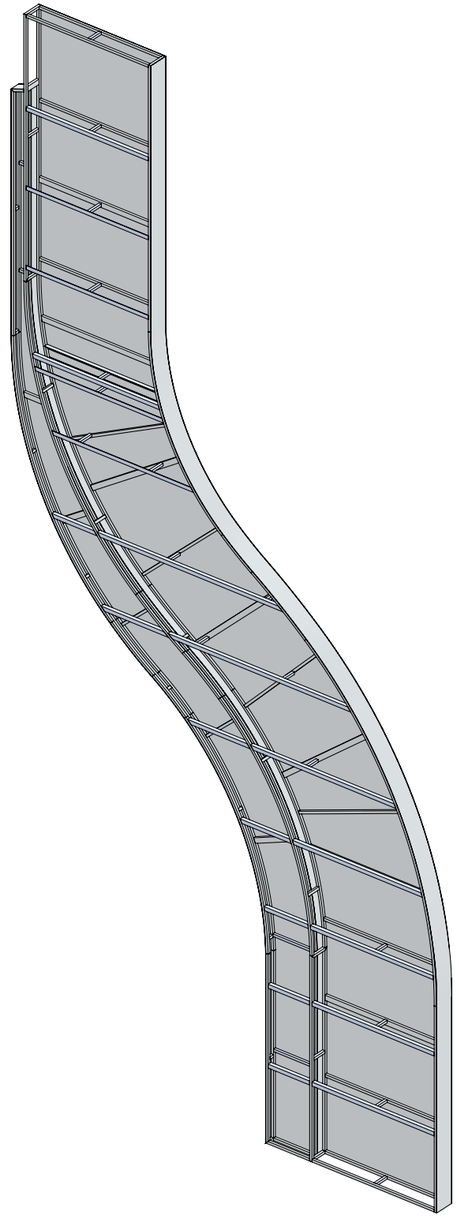
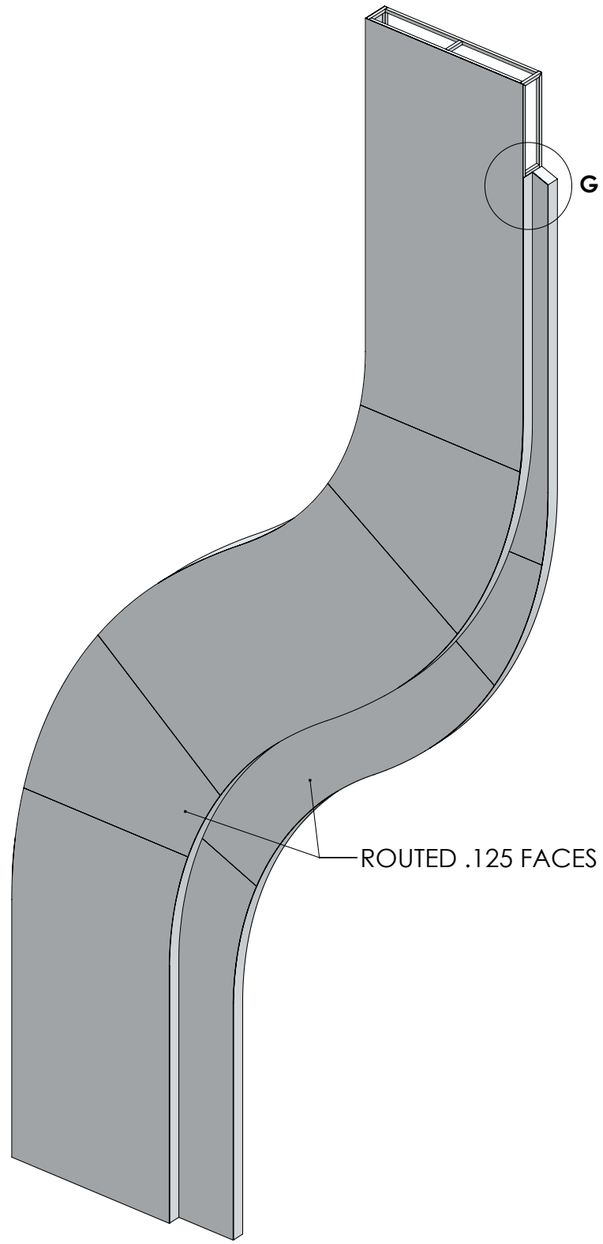
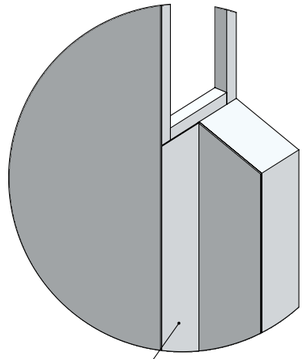




DETAIL G



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JOB ORDER #: **S014502** DRAWING: CURVED SHROUD FRAMING

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:40
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 11 OF 21

NOTES: **IF IN DOUBT, ASK**

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VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
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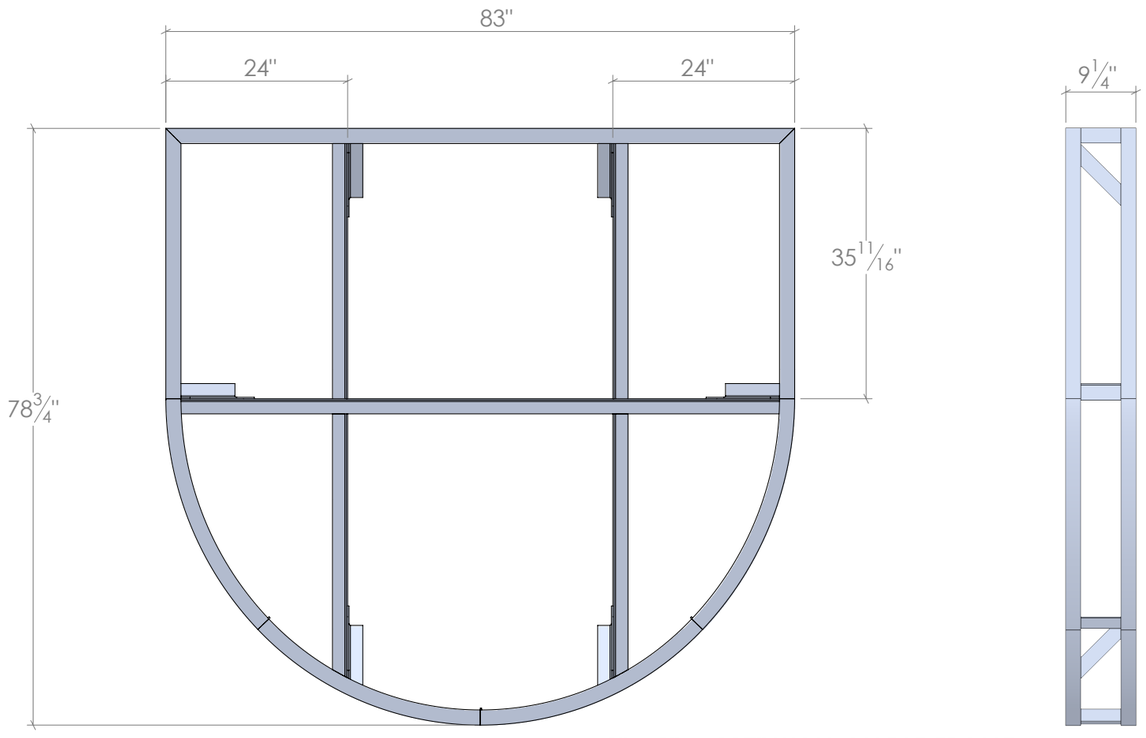
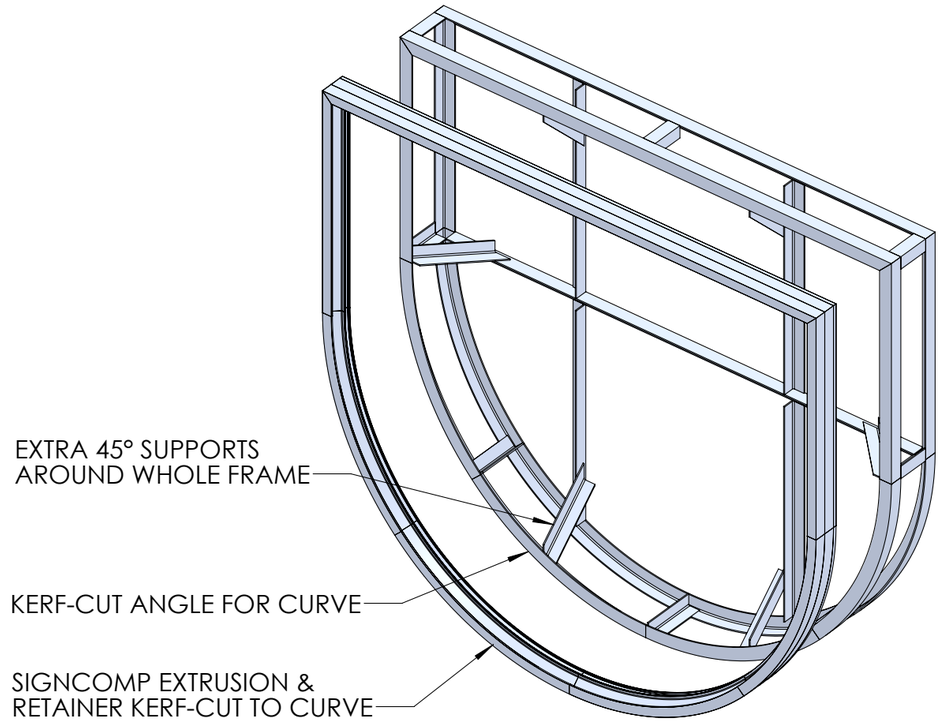




2" x 2" x .187" WALL ANGLE FRAME

LOGO CABINET

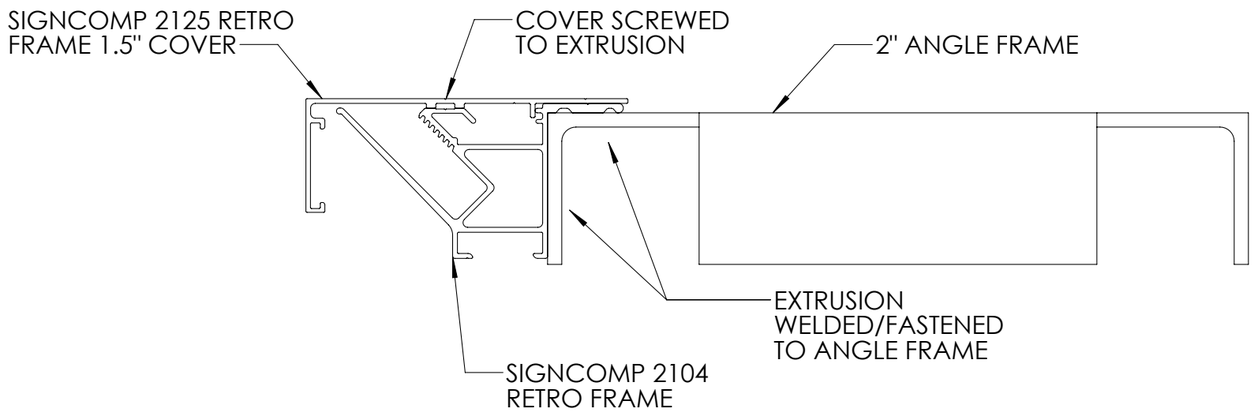
- BACK-LIT 12" CABINET, FLEX FACE WITH APPLIED GRAPHICS
- **TWO CABINETS TOTAL**

FRAMING

- 2" x 2" x .187 WALL ANGLE
- SIGNCOMP 2104 RETRO FRAME
- SIGNCOMP 2125 RETRO FRAME COVER

SHEETING

- FACE: FLEX FACE WITH APPLIED GRAPHICS
- SIDES: .080 ALUM
- BACK: .063 ALUM



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JOB ORDER #: **S014502** DRAWING: LOGO CABINET

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:20
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 12 OF 21

NOTES: **IF IN DOUBT, ASK**

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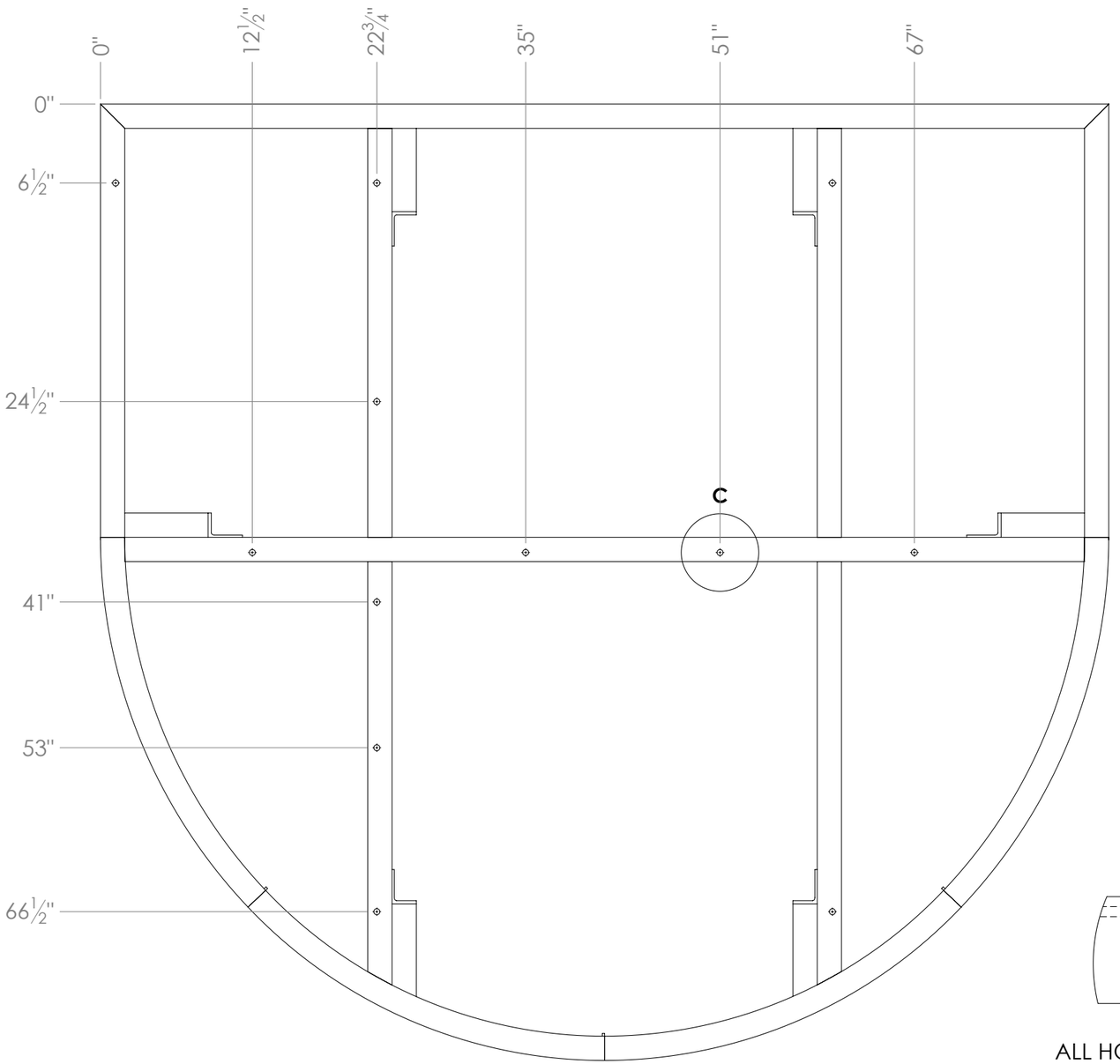
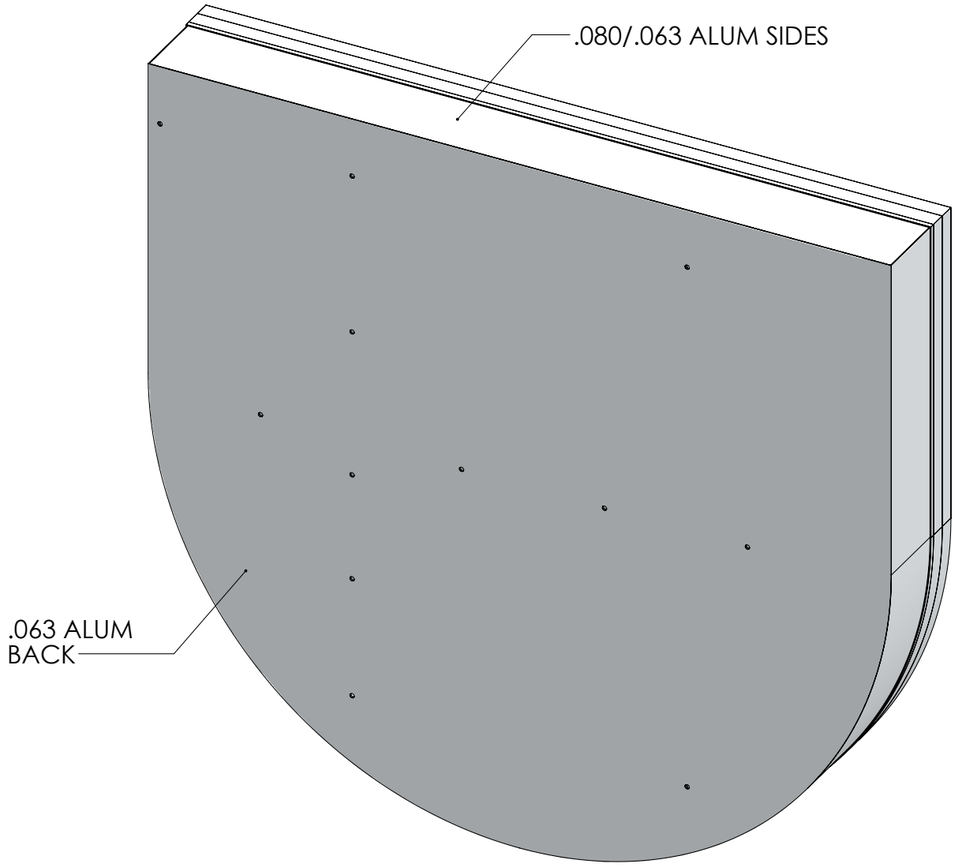
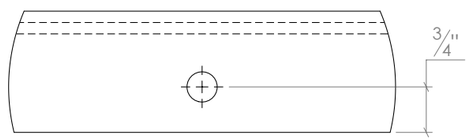


MOUNTING HOLES BACK VIEW -- <u>MIRROR HOLE LOCATIONS IN OTHER CABINET</u>



FINISH HOLES THRU BACK ONCE ATTACHED

DETAIL C



ALL HOLES ¾" FROM OPEN SIDE OF ANGLE

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(800) 514-1119 | elevate97.com

JOB ORDER #: **S014502** DRAWING: LOGO CABINET

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:60
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 13 OF 21

NOTES: **IF IN DOUBT, ASK**

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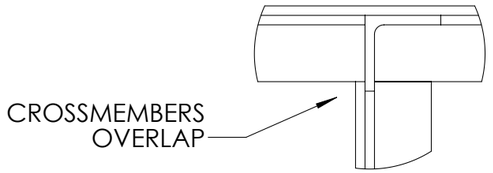
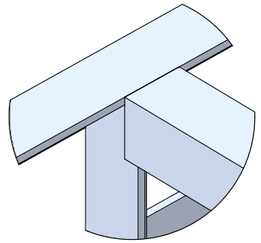
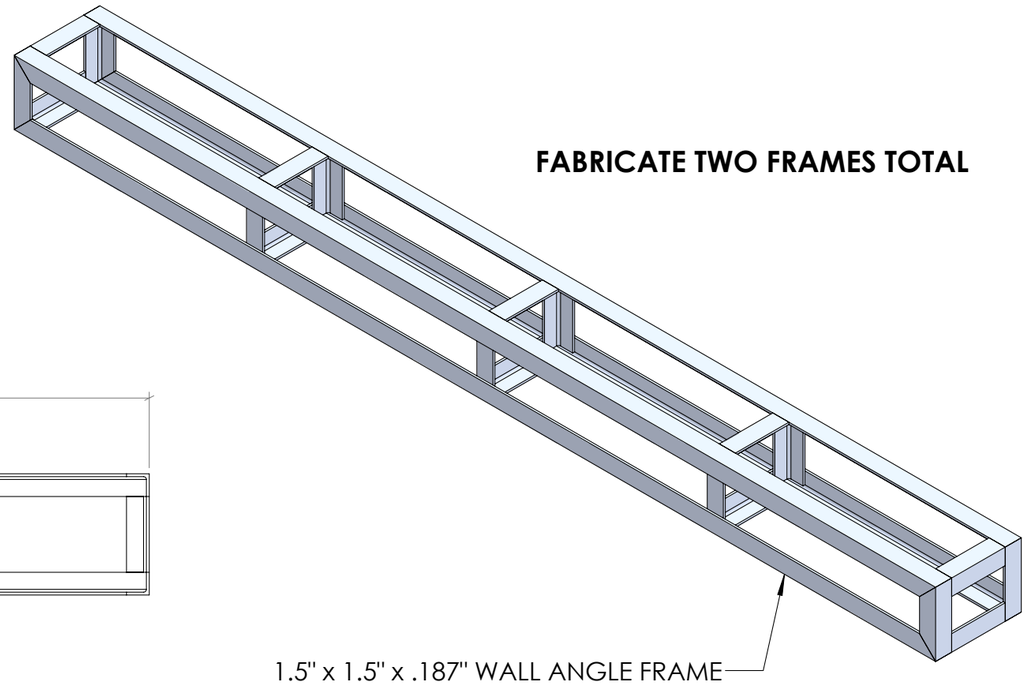
DETAIL D

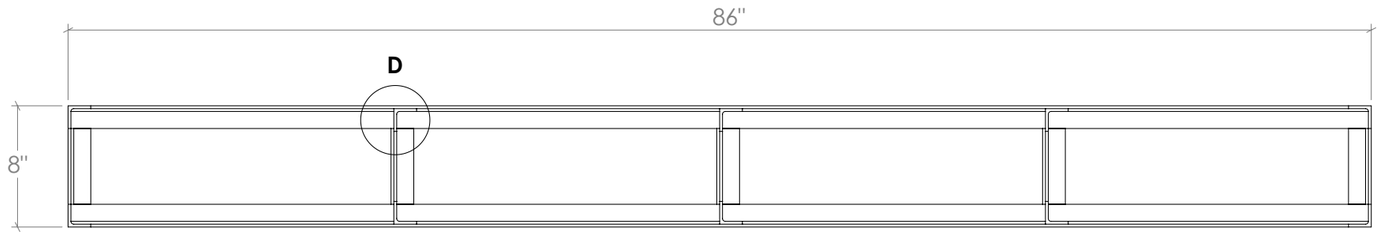




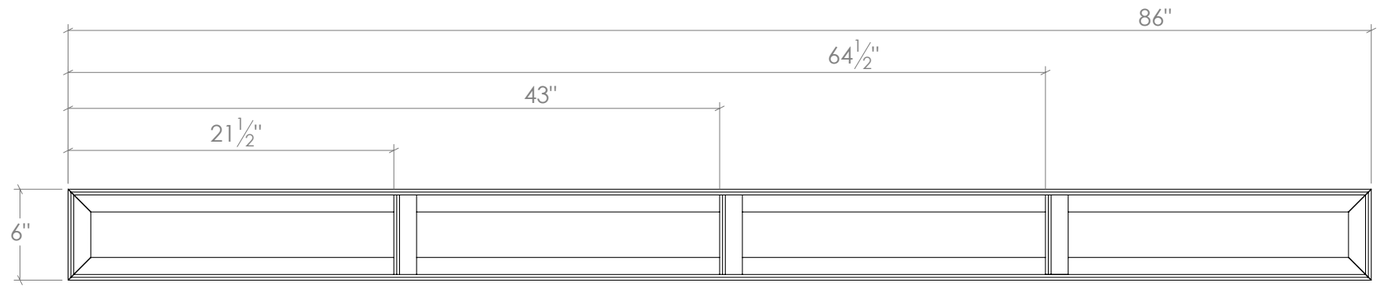


FABRICATE TWO FRAMES TOTAL

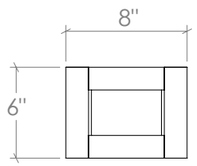
1.5" x 1.5" x .187" WALL ANGLE FRAME



TOP/BOTTOM



FRONT/BACK



SIDES

elevate97 SIGNS
(800) 514-1119 | elevate97.com

JOB ORDER #: **S014502** DRAWING: LETTER MOUNT

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:10
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 14 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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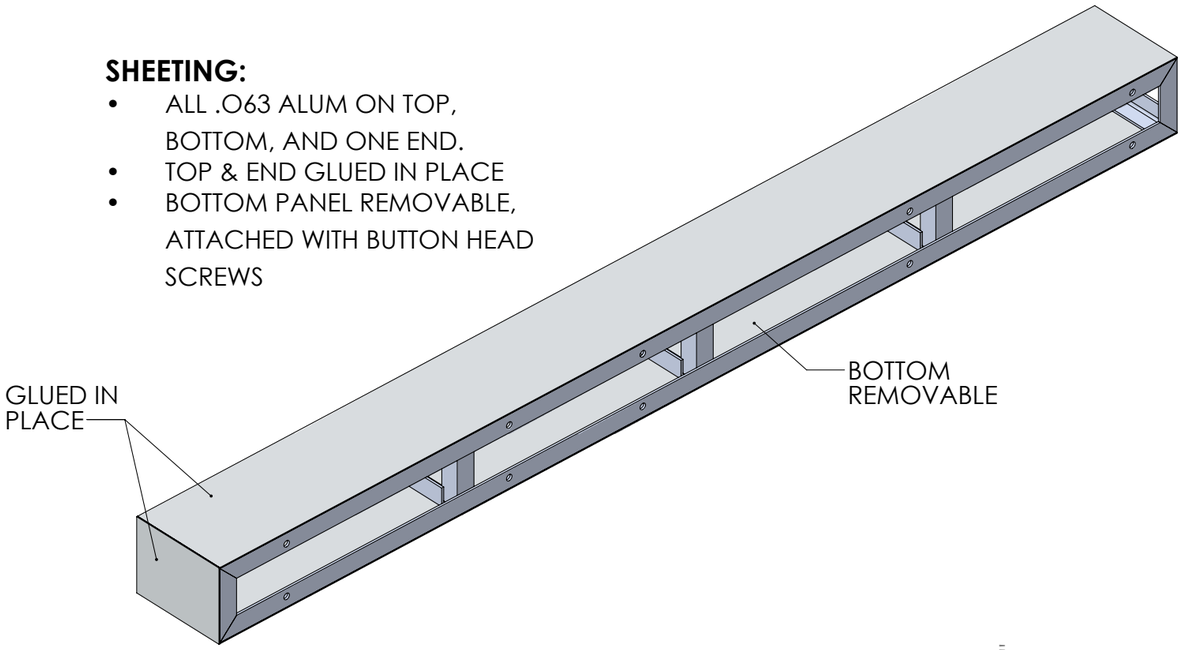
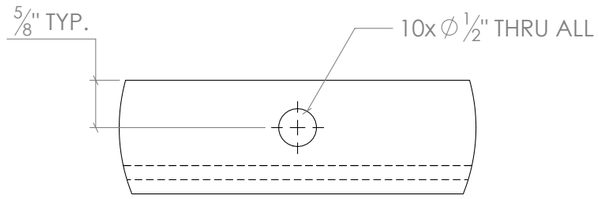
SHEETING:

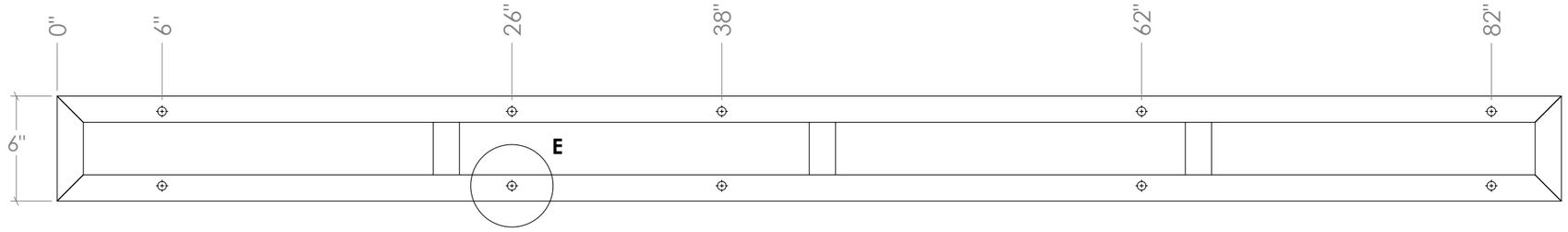
- ALL .O63 ALUM ON TOP, BOTTOM, AND ONE END.
- TOP & END GLUED IN PLACE
- BOTTOM PANEL REMOVABLE, ATTACHED WITH BUTTON HEAD SCREWS





DETAIL E

HOLES 5/8" TYP. FROM INSIDE ANGLE



HOLES IN BOTH SIDES OF FRAME

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(800) 514-1119 | elevate97.com

JOB ORDER #: **S014502** DRAWING: LETTER MOUNT

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:10
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 15 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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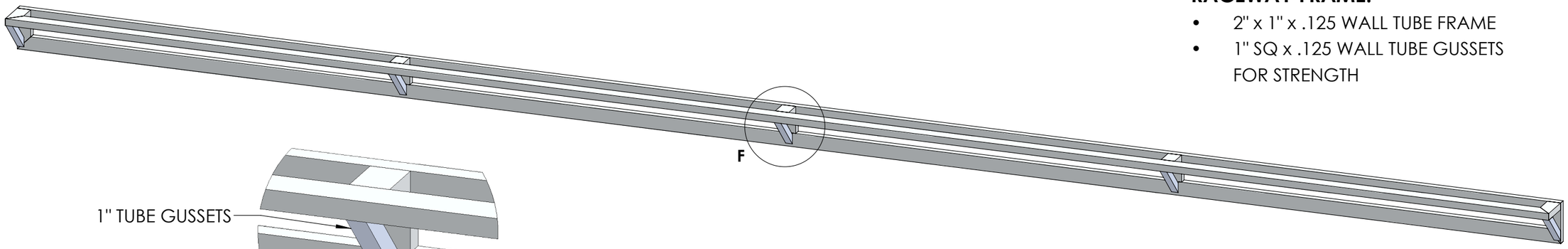
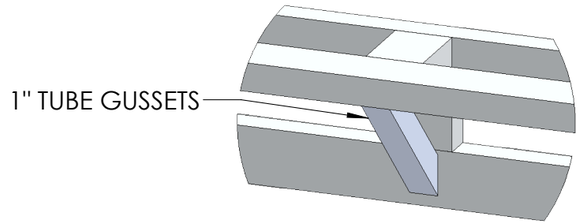
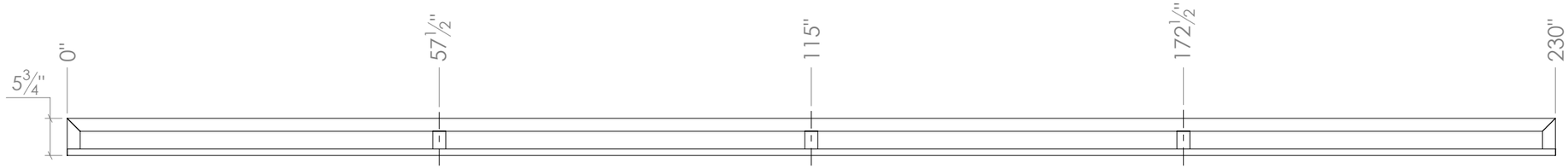
RACEWAY FRAME:

- 2" x 1" x .125 WALL TUBE FRAME
- 1" SQ x .125 WALL TUBE GUSSETS FOR STRENGTH

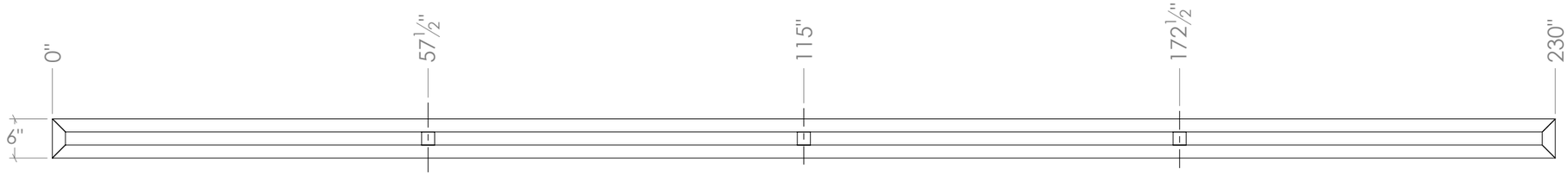




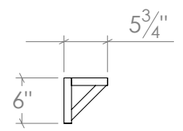
DETAIL F



TOP VIEW



BACK VIEW



SIDE VIEW

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JOB ORDER #: **S014502**

DRAWING: LETTER RACEWAY FRAME

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:20
A.C.: GARY S.
PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: -
REVISION #: -
DATE: 12/19/2024

SHEET 16 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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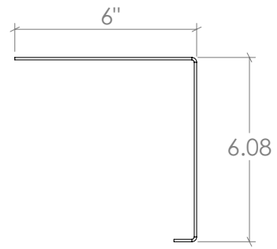
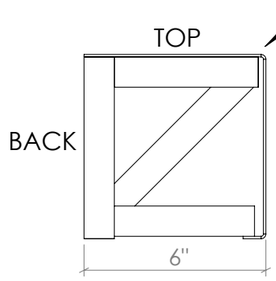
RACEWAY SHEETING:

- BENT .080 ALUM SHEETING SHROUD & END CAPS
- 1" SQ TUBE SUPPORT STRUTS

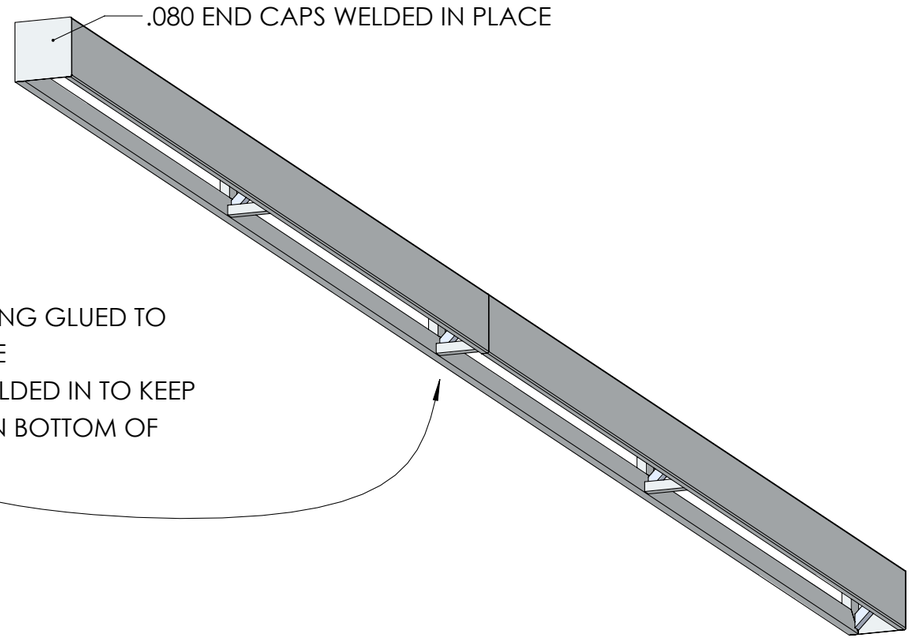


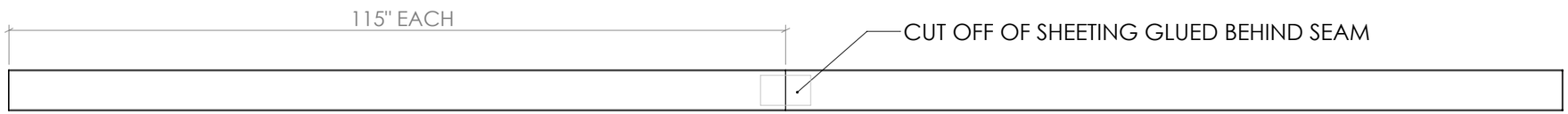
BENT .080 PROFILE



SIDE VIEW

- TOP OF SHEETING GLUED TO TOP OF FRAME
- 1" SQ TUBE WELDED IN TO KEEP 6" DISTANCE IN BOTTOM OF RACEWAY





FRONT VIEW

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JOB ORDER #: **S014502** DRAWING: LETTER RACEWAY FRAME

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:20
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 17 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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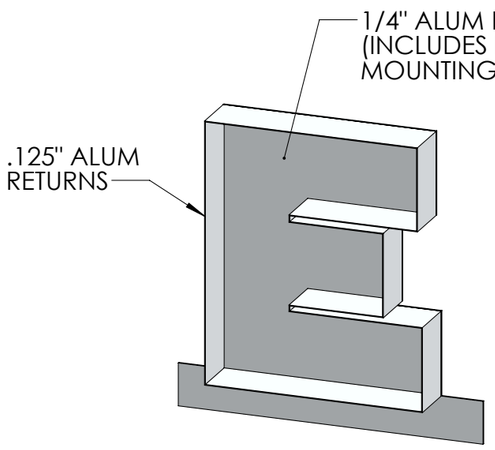

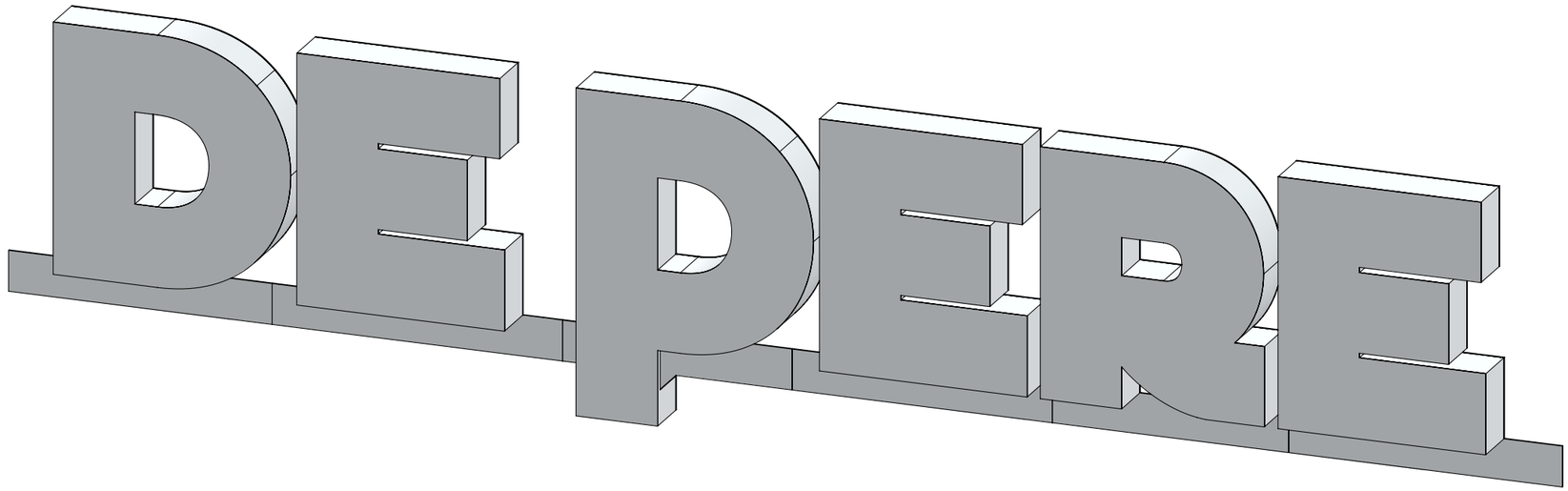

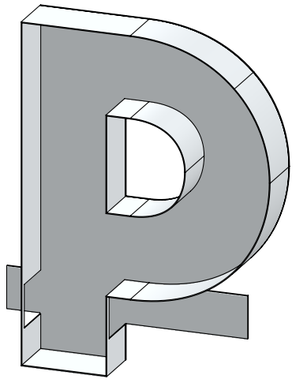

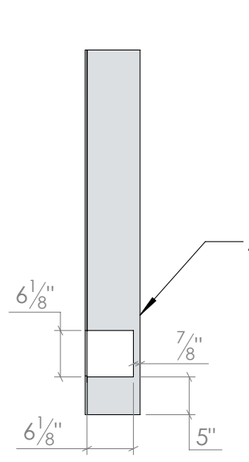

FABRICATED BACKER LETTERS: (2 SETS)

- INDIVIDUALLY ROUTED 1/4" ALUM. LETTER BACKS INCLUDE MOUNTING TAB & HOLES.
- FORMED .125" ALUM RETURNS
- ROUTED .125" ALUM FACES
- LETTERS FULLY WELDED, BUT LEFT AS INDIVIDUAL LETTERS FOR PAINT

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(800) 514-1119 | elevate97.com

JOB ORDER #: **S014502**
DRAWING: FABRICATED BACKER LETTERS

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:20
A.C.: GARY S.
PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: -
REVISION #: -
DATE: 12/19/2024

SHEET 18 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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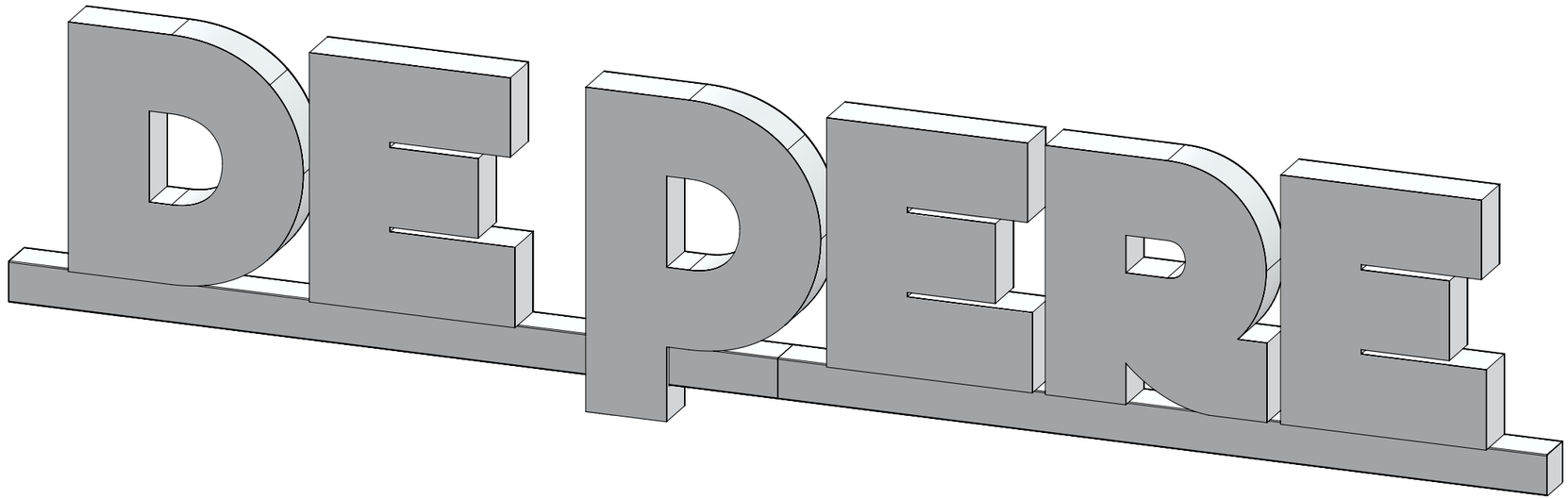
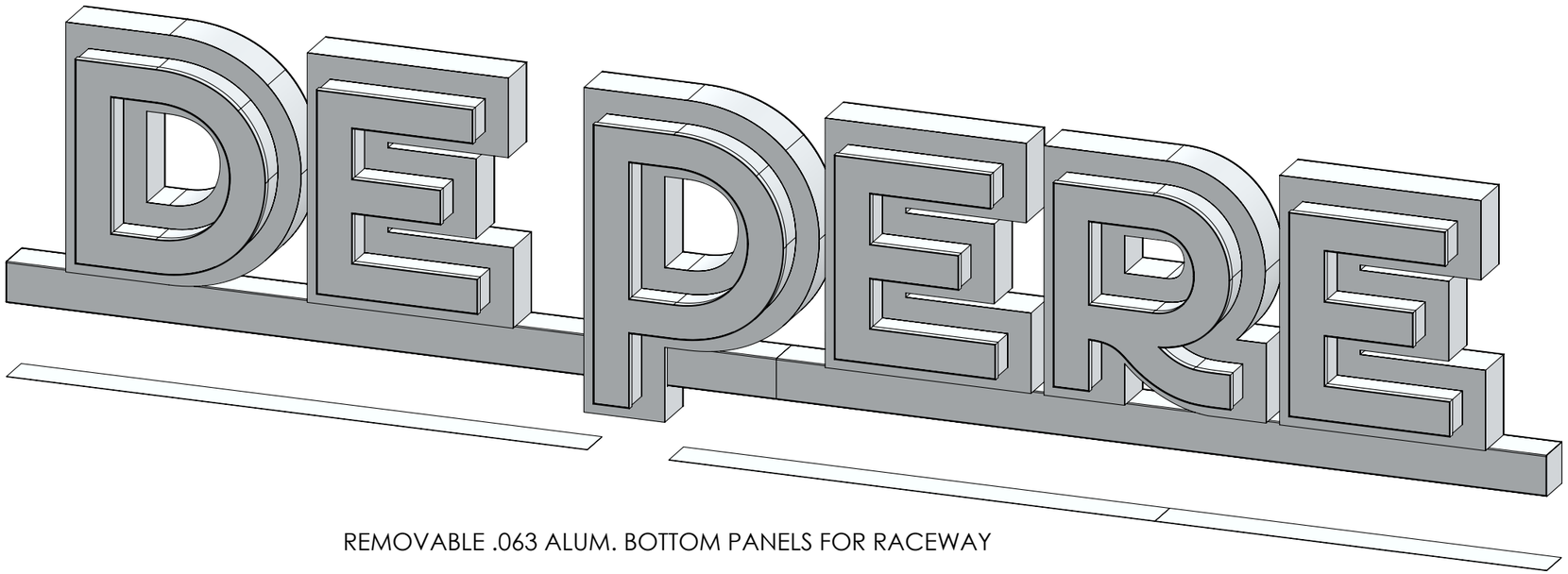
CHANNEL LETTER ASSEMBLIES (x2)

- FABRICATED BACKER LETTERS ATTACHED TO RACEWAY WITH PIPE SCREWS FROM INSIDE RACEWAY THRU BOTTOM OF LETTERS. (WILL BE ATTACHED MORE SECURELY WITH BOLTS WHEN MOUNTING TO CABINETS, DETAILED ON NEXT PAGE)
- 5" CHANNEL LETTERS MOUNTED CENTERED ON FRONT OF BACKER LETTERS.





REMOVABLE .063 ALUM. BOTTOM PANELS FOR RACEWAY

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(800) 514-1119 | elevate97.com

JOB ORDER #: **S014502** DRAWING: HWY 41 PYLON

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:20
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 19 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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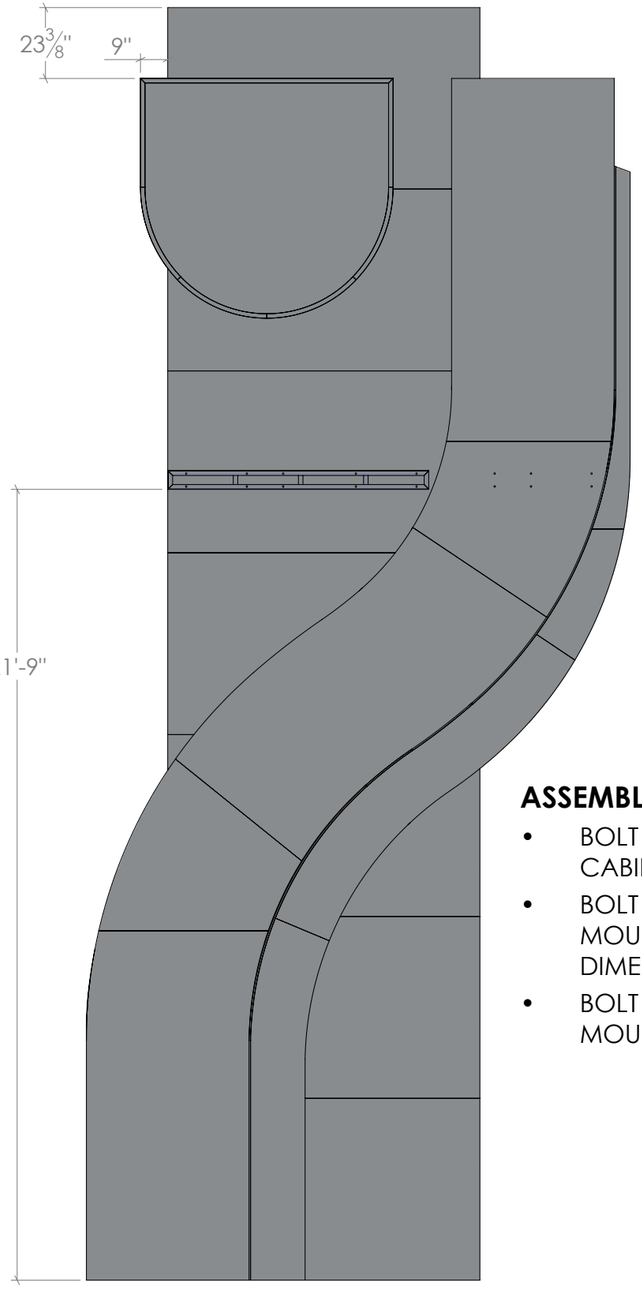
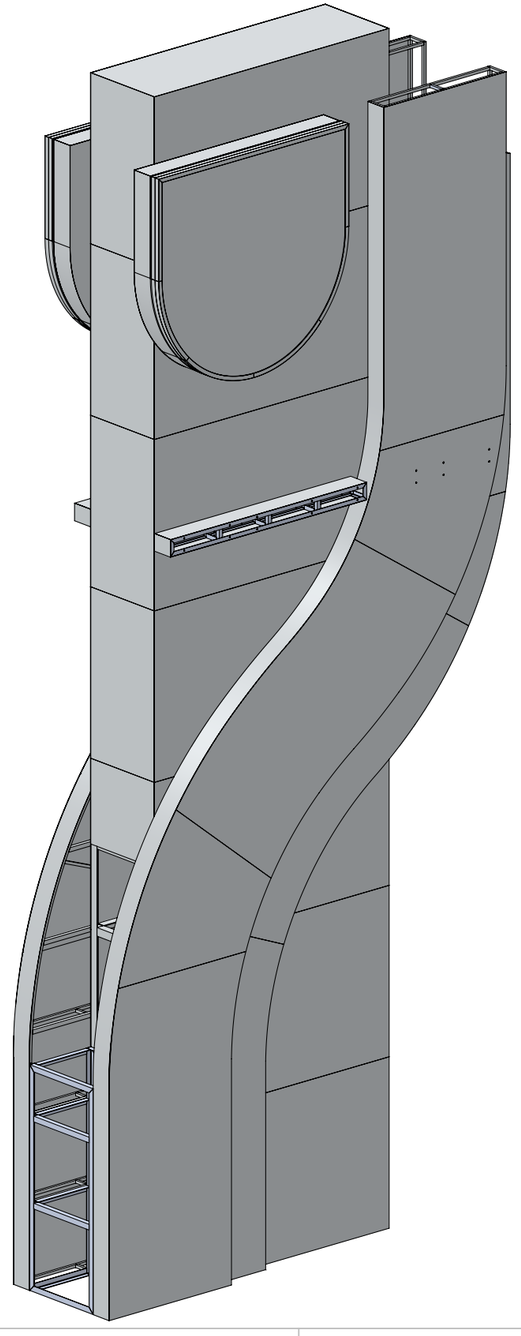
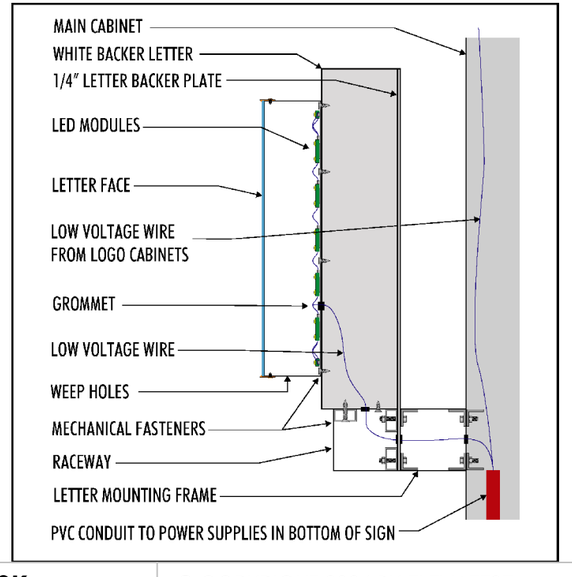


ASSEMBLY

- BOLT CURVED SHROUDS TO MAIN CABINET
- BOLT LOGO CABINETS AND LETTER MOUNT FRAMES TO MAIN CABINET TO DIMENSIONS SHOWN
- BOLT LETTER ASSEMBLIES TO LETTER MOUNTS/SHROUDS





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(800) 514-1119 | elevate97.com

JOB ORDER #: **S014502** DRAWING: ASSEMBLY

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:50
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 20 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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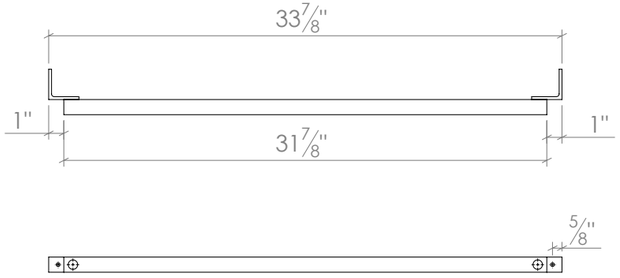
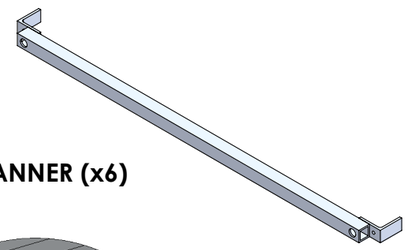
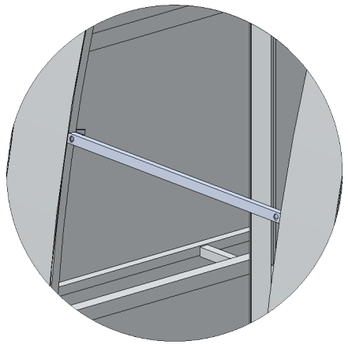




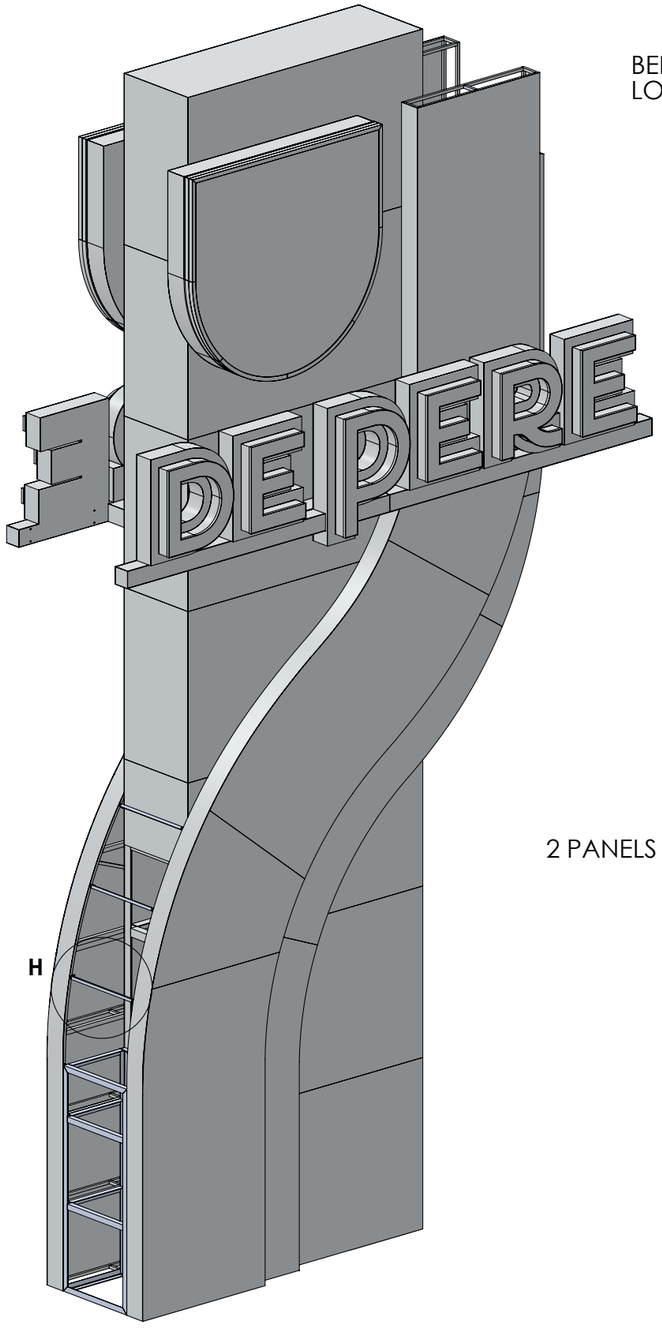
SPANNER (x6)

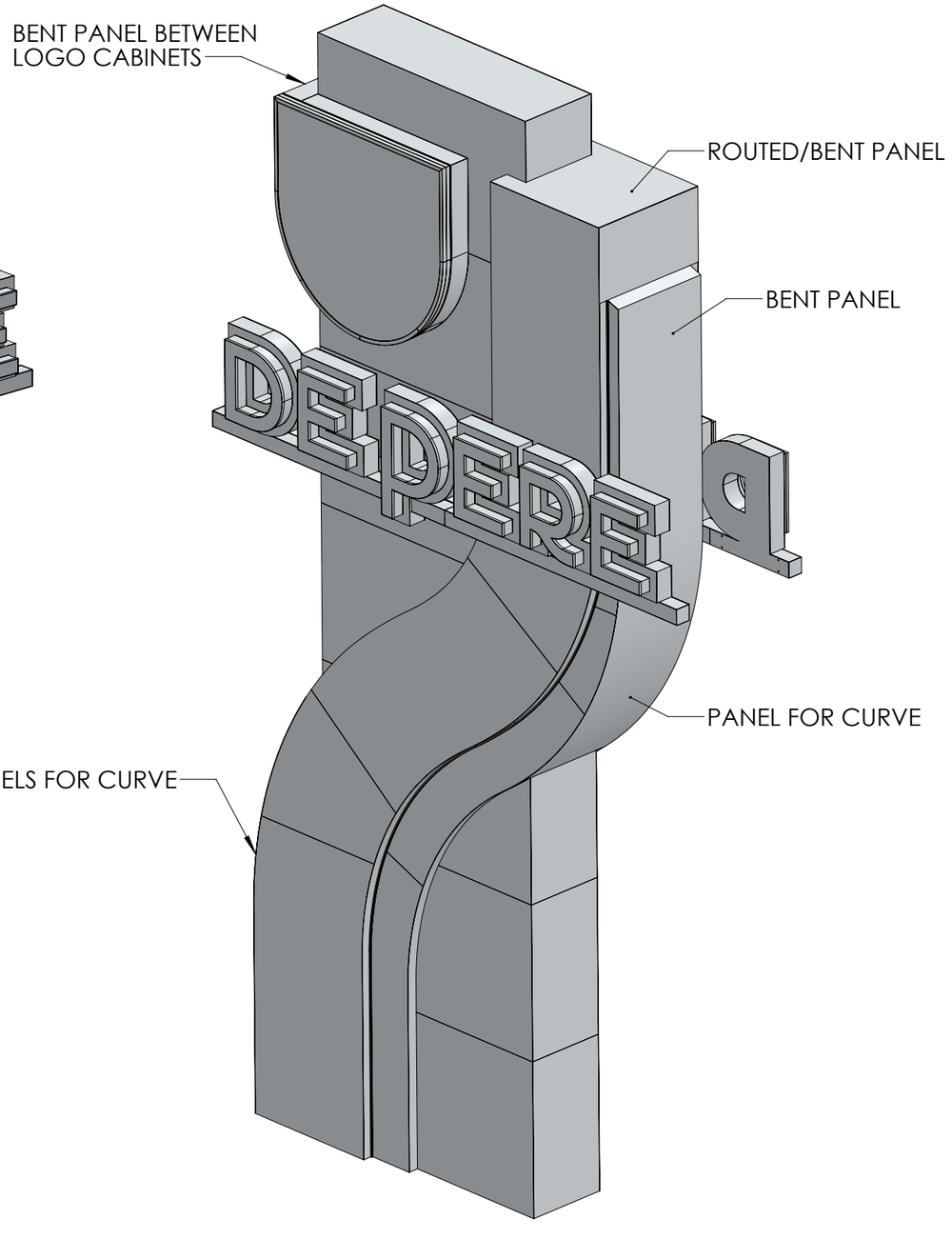


DETAIL H

SPANNER FOR SIDE FILLER PANELS

- BETWEEN CURVED SHROUDS (TOP AND BOTTOM) ATTACH SPANNER PARTS WHERE NECESSARY TO SUPPORT CENTER OF SIDE SHEETING PANELS
- ATTACH SIDE PANELS WITH BUTTON HEAD SCREWS





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(800) 514-1119 | elevate97.com

JOB ORDER #: **S014502** DRAWING: HWY 41 PYLON

CLIENT: **CITY OF DEPERE**
ADDRESS: DEPERE, WI
DATE: 12/12/2024
SCALE: 1:60
A.C.: GARY S. PM: JAAN O.
DESIGNER: BEN L.
REVISED BY: - REVISION #: - DATE: 12/19/2024

SHEET 21 OF 21

NOTES: **IF IN DOUBT, ASK**

REMOVE ALL SHARP EDGES AND BURRS
VISIBLE WELDS TO BE GROUND & DRESSED
TOLERANCES UNLESS STATED OTHERWISE
TO BE AT ± 1/32"

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Project 25-16
Interstate Highway 41 City Sign Replacement

				BIDDER NO.1		BIDDER NO. 2		BIDDER NO. 3	
				Elevate		Jones Sign		Creative Sign	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Existing Sign Demolition and Removal	LS	1	$5,500.00	$5,500.00	$4,869.89	$4,869.89	$2,800.00	$2,800.00
SC-02	Main Shroud Bottom Cabinet Fabrication and Framing (Sheet 3 of 21)	LS	1	$7,500.00	$7,500.00	$7,031.01	$7,031.01	$17,000.00	$17,000.00
SC-03	Main Shroud Top Cabinet Fabrication and Framing (Sheet 5 of 21)	LS	1	$6,737.00	$6,737.00	$7,193.08	$7,193.08	$17,000.00	$17,000.00
SC-04	Lower Spacer Frame Cabinet Fabrication and Framing (Sheet 4 of 21)	LS	1	$2,210.74	$2,210.74	$1,162.20	$1,162.20	$2,000.00	$2,000.00
SC-05	Top Spacer Frame Cabinet Fabrication and Framing (Sheet 6 of 21)	LS	1	$2,210.74	$2,210.74	$1,253.16	$1,253.16	$2,000.00	$2,000.00
SC-06	Final Cabinet Assembly and Sheeting (Sheets 7 & 8 of 21)	LS	1	$7,737.59	$7,737.59	$16,791.23	$16,791.23	$19,000.00	$19,000.00
SC-07	Curved Shrouds Fabrication, Framing and Sheeting (Sheets 9 through 11 of 21)	EA	2	$11,617.00	$23,234.00	$14,758.96	$29,517.92	$23,000.00	$46,000.00
SC-08	Logo Cabinet Fabrication, Framing, and Sheeting (Sheets 12 & 13 of 21)	EA	2	$5,526.85	$11,053.70	$5,128.91	$10,257.82	$9,000.00	$18,000.00
SC-09	Letter Mount Fabrication, Framing, and Sheeting (Sheets 14 & 15 of 21)	EA	2	$4,421.48	$8,842.96	$1,412.12	$2,824.24	$6,000.00	$12,000.00
SC-10	Letter Raceway Fabrication and Framing (Sheets 16 & 17 of 21)	EA	2	$2,210.74	$4,421.48	$1,542.79	$3,085.58	$8,000.00	$16,000.00
SC-11	Backer Letters Fabrication and Assembly (Sheet 18 of 21)	EA	2	$2,763.42	$5,526.84	$4,373.32	$8,746.64	$5,500.00	$11,000.00
SC-12	Channel Letter Fabrication and Assembly Sheet (Sheet 19 of 21)	EA	2	$3,316.11	$6,632.22	$2,229.36	$4,458.72	$4,000.00	$8,000.00
SC-13	Final Sign Assembly and Spanner Installation (Sheets 20 & 21 of 21)	LS	1	$3,316.11	$3,316.11	$12,655.32	$12,655.32	$14,000.00	$14,000.00
SC-14	Install Sign Electrical and Lighting (Sheets 1, 2, & 20 of 21)	LS	1	$6,632.22	$6,632.22	$8,404.13	$8,404.13	$12,500.00	$12,500.00
			TOTAL AMOUNT BID:		**$101,555.60**		**$118,250.94**		**$197,300.00**

City of De Pere, Wisconsin **I.13**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Recommendation from the Finance/Personnel Committee to Purchase a Bandit Chipper for the Parks Department, with Funding to be Included in the 2025 Borrowing Schedule in the Amount of $98,201.20.
RECOMMENDED ACTION:	Motion to approve

At the May 13, 2025 Finance/Personnel Meeting, the Committee unanimously approved the purchase of the Bandit Chipper in the amount fo $98,201.20 with the funding to be included with the 2025 borrowing schedule.

ATTACHMENTS:
Finance Committee - Memo.Chipper replacement

CITY OF DE PERE
MEMO

To: Finance Committee
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: May 13, 2025

RE: Chipper replacement

Summary: Requesting the City to purchase a new chipper in the amount of $98,201.20, and to be funded by adding to the 2025 borrowing scheduled for July.

Background:
Due to ongoing issues with our chipper and the inability of the manufacturer to fix the machine, we are requesting to purchase a new chipper while continuing to work with the vendor to have our chipper fixed. Our current chipper is a Morbark, purchased from LF George in 2019. Starting in 2020 we began having problems with error codes that would essentially shut down the machine. We have a variety of records that show the machine has been in for repairs on at least 10 different occasions since its purchase, of which have mostly been related to the same issue. To date, the machine has not been fixed and LF George is continuing to troubleshoot how to repair the machine.

We are requesting the purchase of a new machine because we are not able to be efficient in our operations when our chipper is constantly in need of repair. We are able to use the Street Department's chippers in emergency situations, however, concerns we have include: they are configured differently causing inefficiency in our work; do not have a winch; and are used frequently by the Street Department.

Staff investigated a variety of chippers on the market today. The options they found that fit our needs were:

- Vermeer ($107,682.67)
- Bandit ($98,201.20)
- Morbark ($88,190.00)

After investigating the different options, staff is recommending the Bandit. Although the Morbark would be the lowest cost, concerns raised with the machine are: it's a brand-new series chipper with a completely revamped configuration; we could not find anyone that has used the machine for longer than one week; and service of the machine would be at two different locations. With the service history of our past chipper and the above concerns, we feel Bandit is the better option.

We are also recommending that we continue to work with LF George to get our current chipper fixed. Unfortunately, in its current condition, the projected value of our chipper is minimal. Once the chipper is repaired and we are confident in the fix, we can consider options at that time. (ie. Sell, use as back up, etc…)

City of De Pere, Wisconsin **I.14**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	INFORMATIONAL/DISCUSSION ONLY: Discuss South Bridge Connector Project.
RECOMMENDED ACTION:	No action

ATTACHMENTS:
Discuss Southbridge Project 5-15-2025, South Bridge Connector Project Map, 2025.05.06_South_Bridge_Schedule Updated, Spring 2025 South Bridge Connector Newsletter, SBC 5-8-2025 PIM

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Common Council
From: Scott J. Thoresen, Director of Public Works
Date: May 15, 2025
RE: Discuss South Bridge Connector Project

It was requested staff provide the Council an update on the South Bridge Connector project.

The South Bridge Connector project continues to be designed and constructed in many phases as defined in the attached project map and schedules. Currently, EB-39, I-41 interchange, and GV-14 are under construction and should be complete by the fall of 2026. The other sections of the project are currently being designed. Overall completion of the entire project corridor is anticipated to be complete by fall of 2030.

Recently, the County provided an update on the overall project in the spring 2025 South Bridge Connector newsletter. (See attached newsletter) The newsletter provides project highlights and updates.

On Thursday, May 8, 2025, Brown County hosted another public informational meeting on the project. The meeting included a brief presentation (see attached presentation) and a chance for guests to interact with County Staff and consultants to discuss the project. Preliminary layout displays were available for review and input from residents. Some of the highlights include:

- Generations Boulevard is proposed to go under the railroad with replacement of the existing railroad bridge.
- Roundabout intersections are proposed at American Boulevard, Lost Dauphin Road, STH 32/57, Commerce Drive, and CTH PP.
- Limited access intersections (right in/right out only) are proposed at Red Tail Glen, Old Plank Road, Destiny Drive/Homestead Drive, and Enterprise Drive/Ryan Road.
- A proposed pedestrian trail under the bridge at the east abutment, to eliminate the need for an at grade pedestrian crossing at Old Plank Road.
- Reconstruct the Fox River Trail as an overpass or underpass and eliminate the existing at grade crossing.

On Tuesday, May 13, 2025, the official groundbreaking coordinated by Brown County was held for the project. There were several news media outlets there covering the event.

The $183,000,000 million dollar project is funded by several sources including federal, county and local municipalities. At this time, the De Pere share of the funding is estimated to be $28,000,000. This City is diligently working to control as much funding as possible through our tax increment districts.

More information about the project can be found here:

https://www.browncountywi.gov/departments/highway/general-information/south-bridge-connector/

SOUTH BRIDGE CONNECTOR

Brown County Established 1818

CTH EB
PACKERLAND DR
SCHEURING RD
CTH F
WILLIAMS GRANT DR
EB-39
INTERSTATE 41
GV-14
LAWRENCE DR
AMERICAN BLVD
WISCONSIN CENTRAL LTD
RED MAPLE RD
GV-16
STH 57
COMMERCE DR
S BROADWAY
GV-18
HERITAGE
MONROE RD
CTH GV
CTH X
GV-15
GV-17
CTH D
SOUTHBRIDGE RD
LOST DAUPHIN RD
OLD PLANK RD
STH 32
CTH PP
WISCONSIN DEPT OF NAT RESOURCES TRAIL
COTTONWOOD LN
Fox River
INTERSTATE 41
0 2000 4000 Feet
N

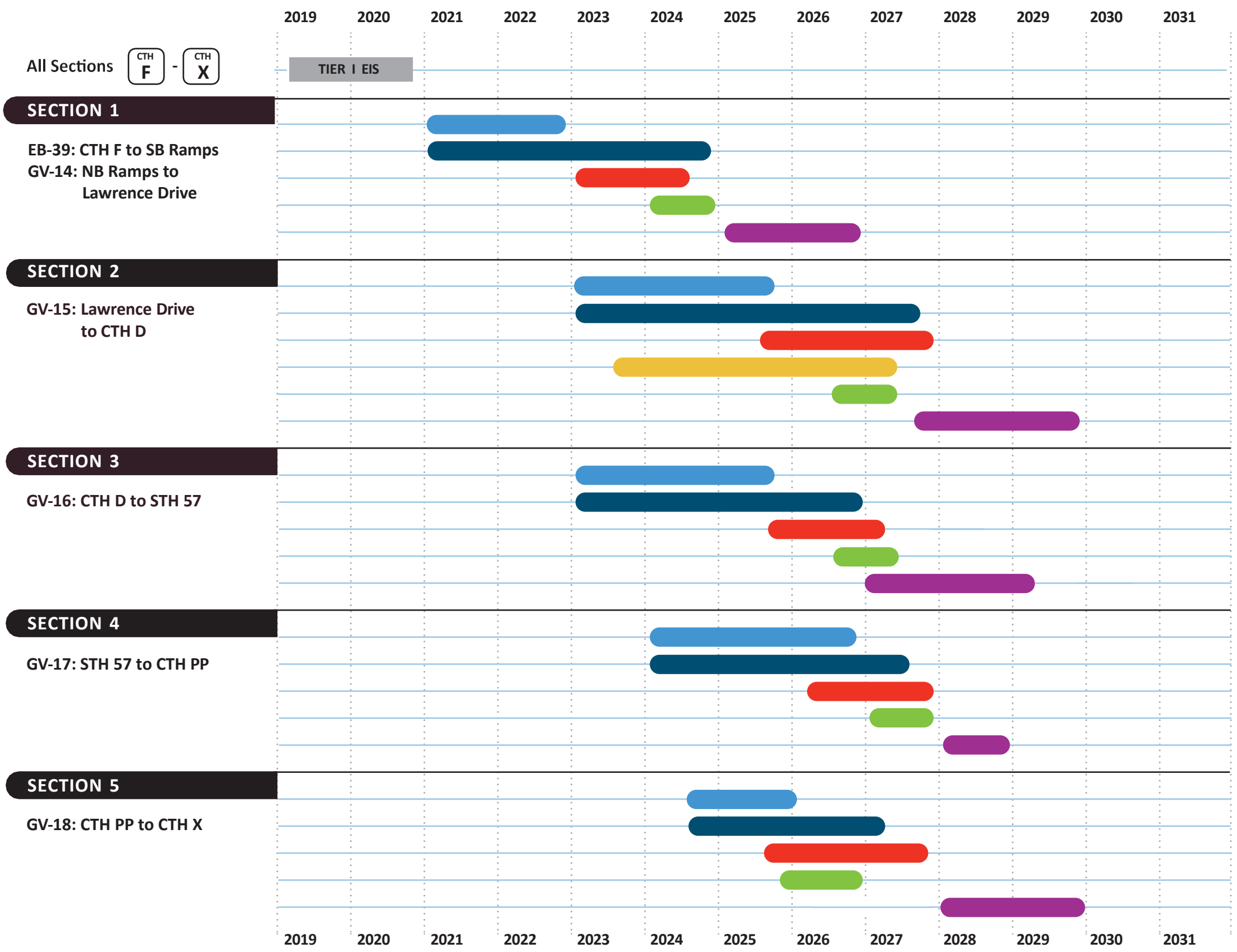
LEGEND

- EB-39: CTH F TO SB RAMPS
- GV-14: NB RAMPS TO LAWRENCE DR.
- GV-15: LAWRENCE DR. TO CTH D
- GV-16: CTH D TO STH 57
- GV-17: STH 57 TO CTH PP
- GV-18: CTH PP TO CTH X

SOUTH BRIDGE CONNECTOR

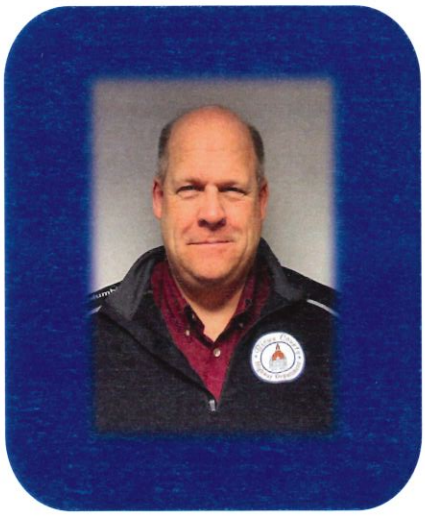
Brown County Established 1818

ENV. DOC. | DESIGN | R/W | RR COORDINATION | UTILITY | CONSTRUCTION



SOUTH BRIDGE CONNECTOR

Spring 2025



Chris Hardy , PE
Highway Commissioner

You're invited

Public Involvement Meeting

May 8, 2025

Altmayer Elementary School

3001 Ryan Road
De Pere WI 54115

6 to 8 pm
Project overview @ 6:15 pm
Commons Area

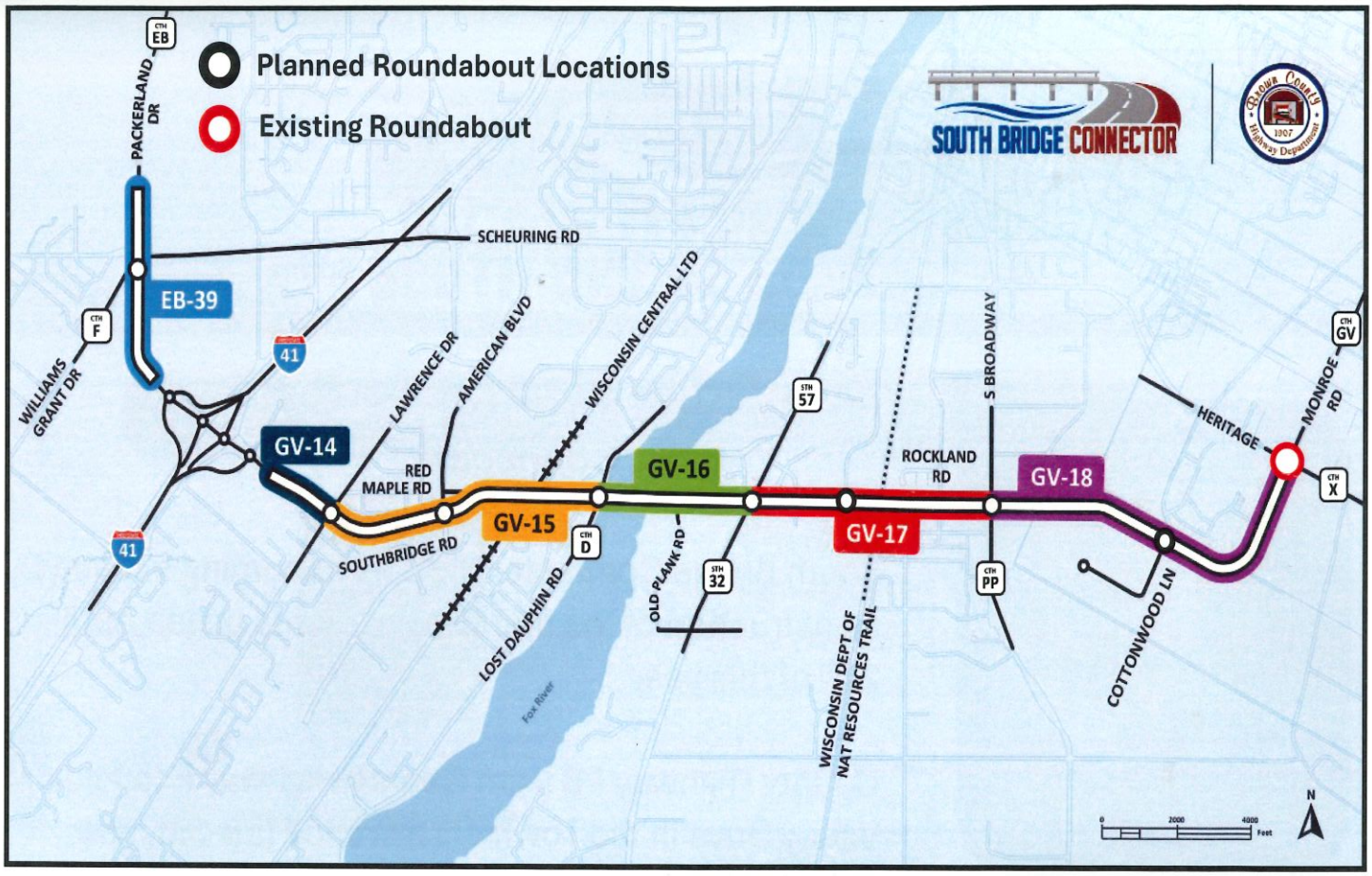
Construction Begins on South Bridge Connector

South Bridge Connector (SBC) is becoming a reality! Construction of the first two segments began April 28th of this year.

County Highway EB from County Highway F to Mid Valley Drive in the Town of Lawrence (EB-39), and County Highway GV from the new I-41 Interchange to Lawrence Drive in the City of De Pere (GV-14) started work on April 28th of 2025. County Highway GV to Lawrence Drive is expected to be open by Fall of 2025. The extension of County Highway EB will be open with the I-41 Interchange in 2026.

Environmental reviews, agency coordination, public involvement, and preliminary design continue for the sections from Lawrence Drive in De Pere across the Fox River to Heritage Road in the Town of Ledgeview (projects GV-15, GV-16, GV-17, and GV-18).

With the initiation of construction this year, we reach a significant milestone in this project. We look forward to advancing the design of the railroad crossing and the Fox River bridge as well as designing the eastern connection in Ledgeview at Heritage Road.



SBC Section Summaries as of Spring 2025

EB-39 (County Highway F to Mid Valley Drive)
- Two-lane road with paved shoulders
- **Construction will occur in 2025 & 2026**

GV-15 (Lawrence Drive to County Highway D)
- Four-lane boulevard with wide outside curb lanes
- Multi-use sidewalk on north side of street
- Grade separation between railroad & street
- Design scheduled to be completed in 2027
- Construction scheduled to occur between 2028 & 2030

GV-17 (State Highway 32/57 to County Highway PP)
- Four-lane boulevard with wide outside curb lanes
- Multi-use sidewalk on north side of street
- Grade separation between Fox River Trail & street
- Design scheduled to be completed in 2027
- Construction scheduled to occur in 2028

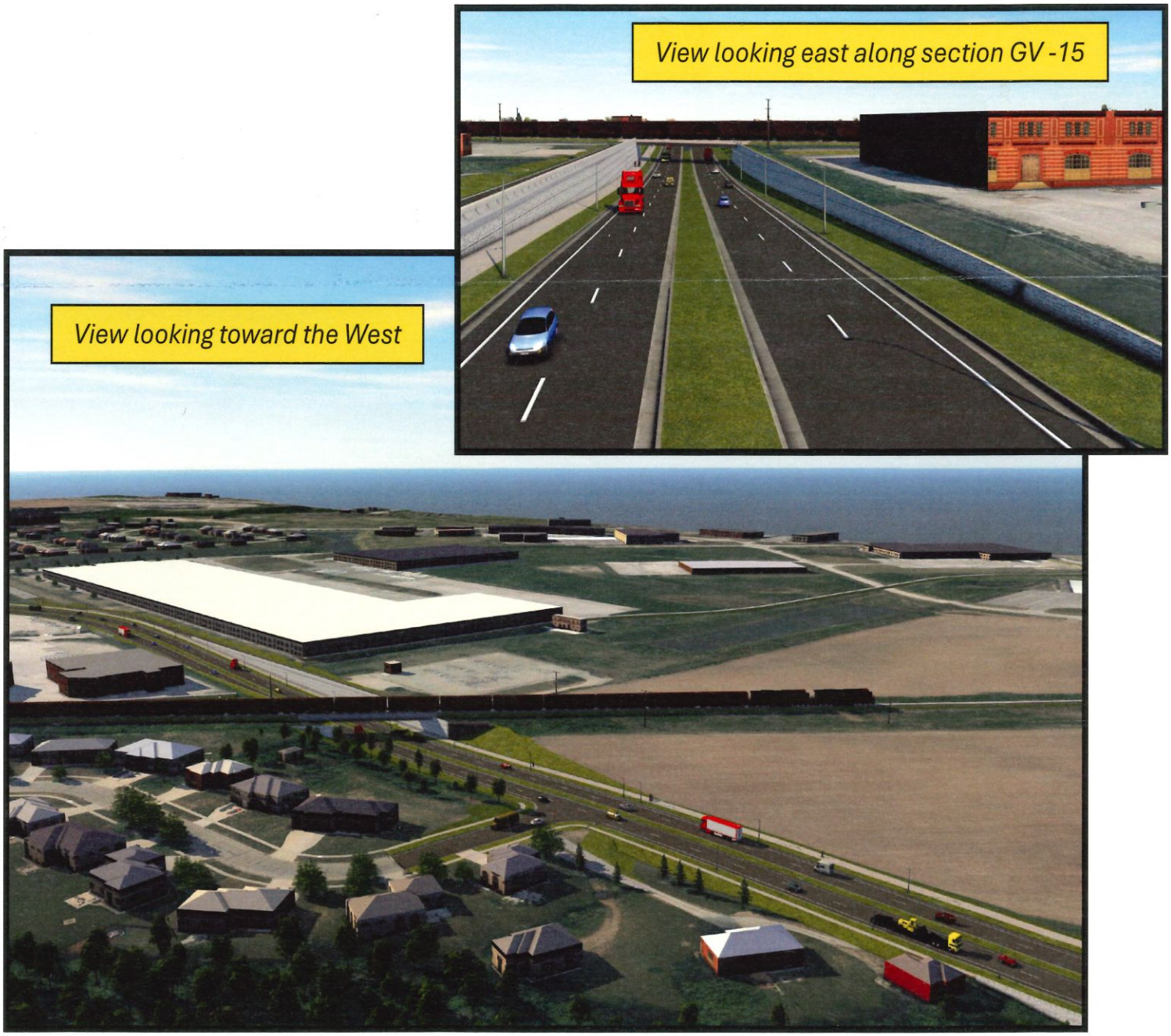
GV-14 (Innovation Court to Lawrence Drive)
- Four-lane boulevard with wide outside curb lanes
- Multi-use sidewalk on north side of street
- **Construction will occur in 2025**

GV-16 (County Highway D to State Highway 32/57)
- Four-lane bridge over Fox River
- Four-lane boulevard with wide outside curb lanes between Fox River bridge and State Highway 32/57
- Median barrier along center of bridge
- 12' sidewalk on north side of bridge
- 8' sidewalk on south side of bridge
- Design scheduled to be completed in 2027
- Construction scheduled to occur between 2028 & 2029

GV-18 (County Highway PP to County Highways GV/X)
- Four-lane boulevard with wide outside curb lanes
- Multi-use sidewalk on north side of street
- Design scheduled to be completed in 2027
- Construction scheduled to occur in 2028 or 2029

Railroad Underpass Selected for South Bridge Connector Section GV-15

At the Public Involvement Meeting held on September 12, 2024, two alternatives were presented for the railroad crossing along Red Maple Road – an overpass of the tracks or an underpass of the tracks. After further review of design criteria, estimated construction costs, summary of impacts, and public opinion, the selected alternative will be a Railroad Underpass. County Highway GV will go under the railroad as it does today along Red Maple Road. See perspective views below and at the Public Involvement Meeting.



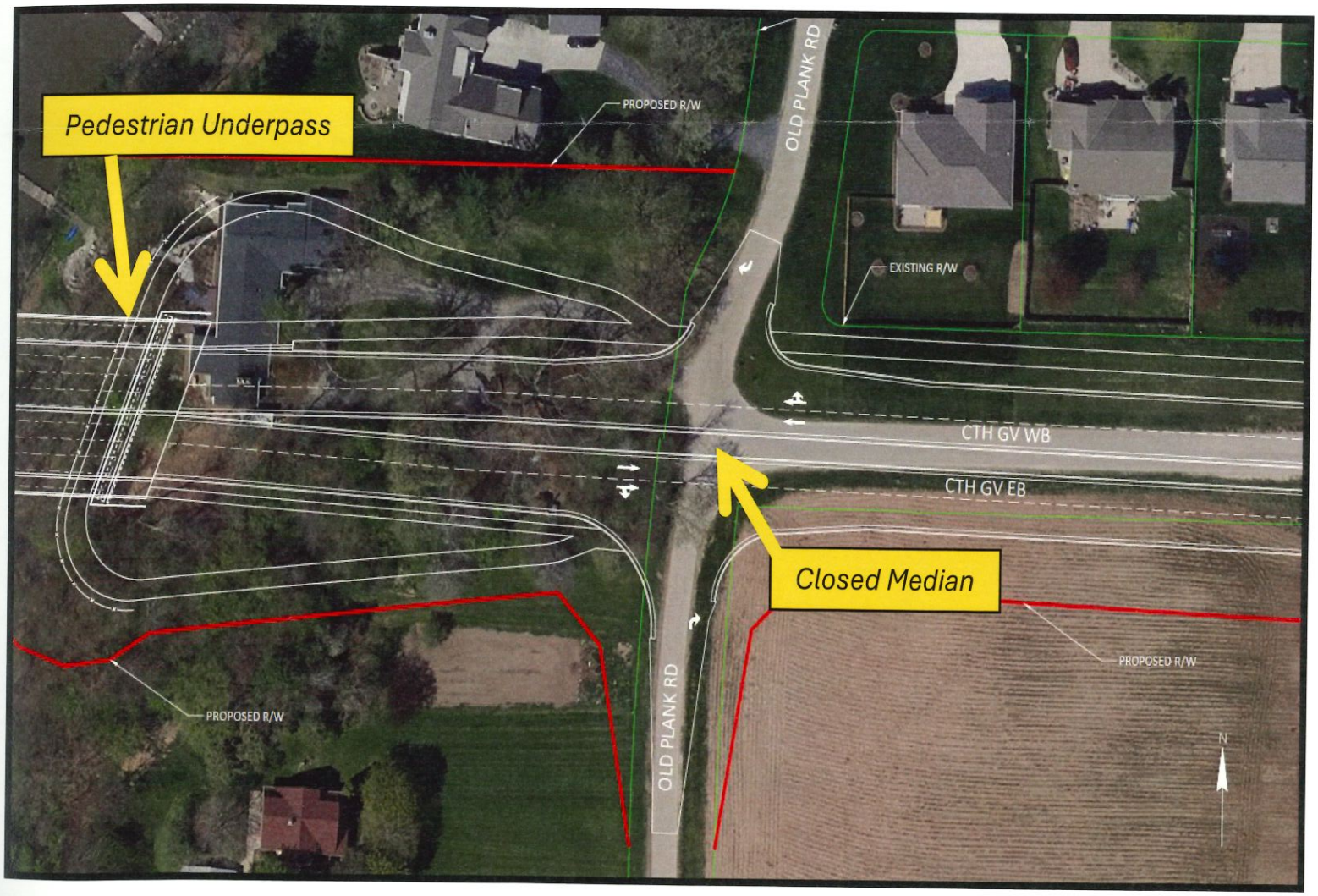
Aesthetic Features on the Fox River Bridge and Other SBC Bridges

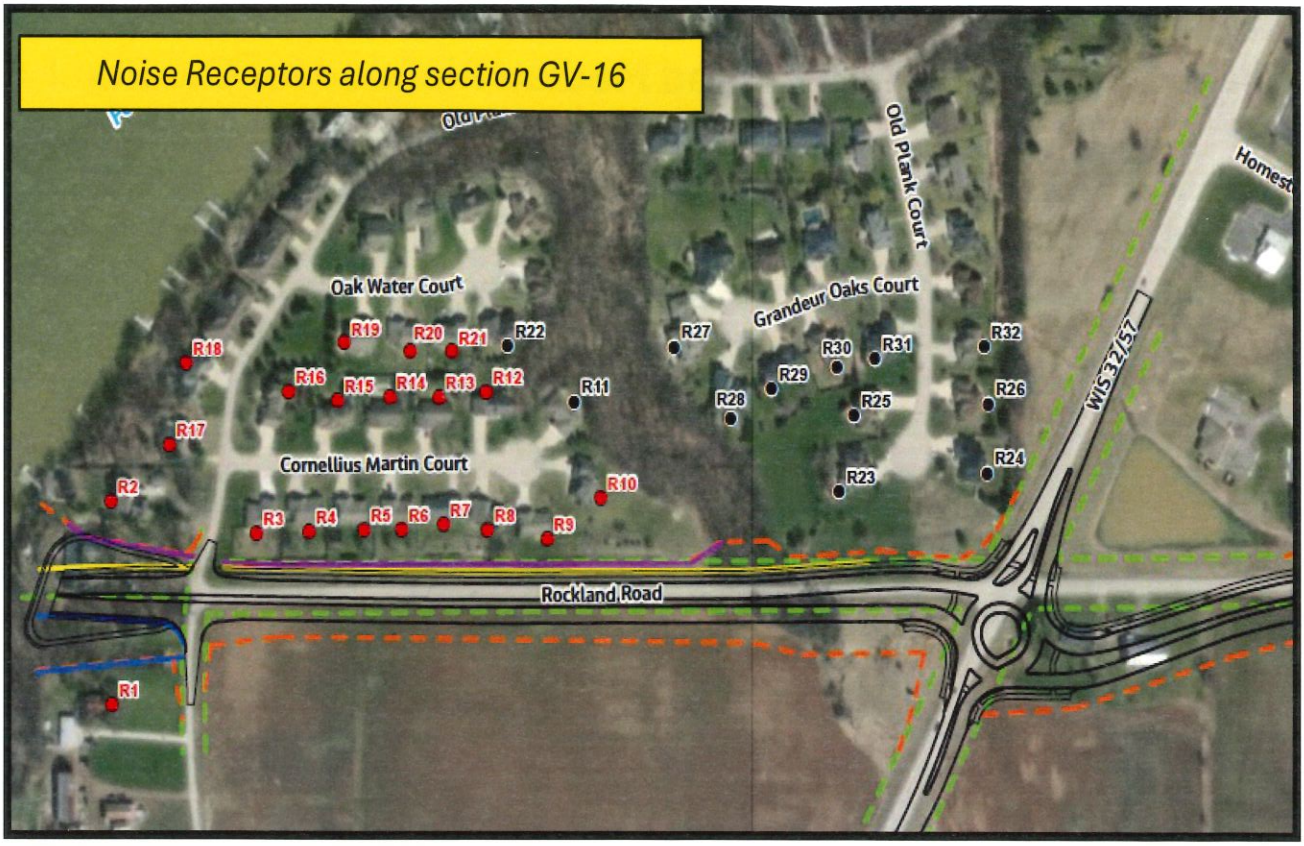
Aesthetic features are an important part of the planned South Bridge Corridor. For the bridges, the County is considering adding pedestrian overlooks on the Fox River bridge and matching decorative railing and façade treatments for all bridges on the corridor. New decorative lights will be added as well. See aesthetic examples below and at the Public Involvement Meeting.

Pedestrian Underpass and Closed Median Planned for Old Plank Road

The proposed County Highway GV bridge over the Fox River will have sidewalk on both sides that continue east to Old Plank Road. To improve sidewalk connectivity and safety of sidewalk users, it is proposed to construct a pedestrian underpass to provide a north-south connection. Sidewalk users will not have to cross the four-lane divided roadway at this location. See plan view below.

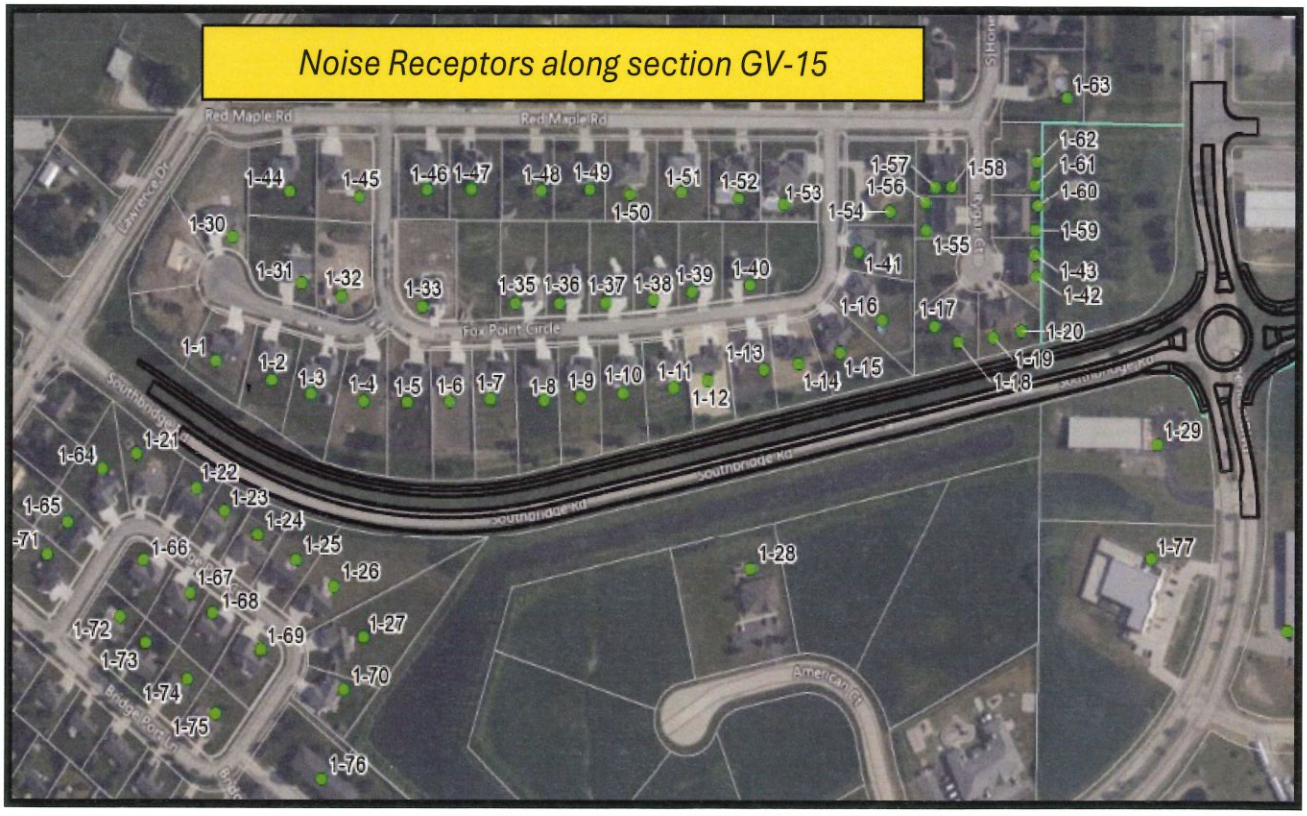
To reduce crossing conflict points and improve safety at the intersection of Old Plank Road, it is proposed to construct a right-in/right-out intersection. The raised median will continue through the intersection as shown below.





Noise Studies Completed for Sections GV-15 and GV-16

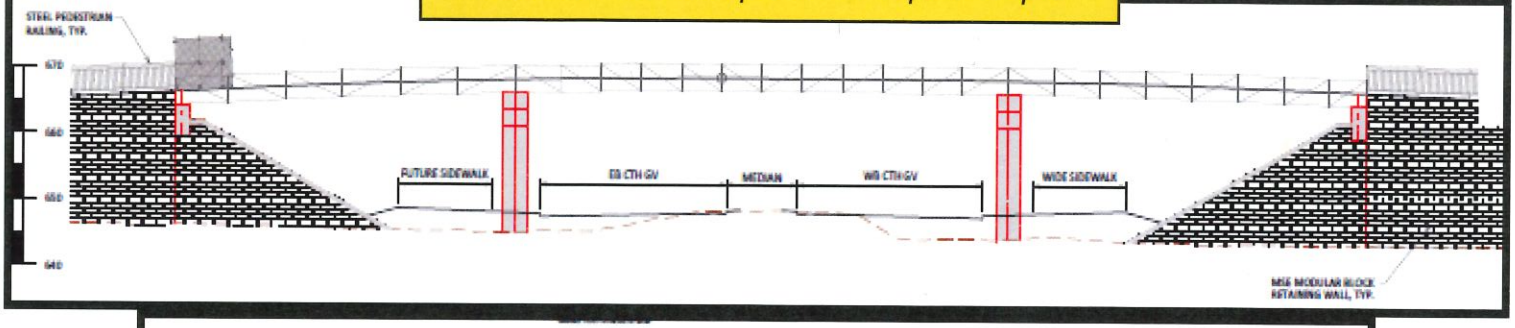
A full noise analysis was conducted for Section GV-15 and GV-16 with results to be shown at the Public Involvement Meeting.

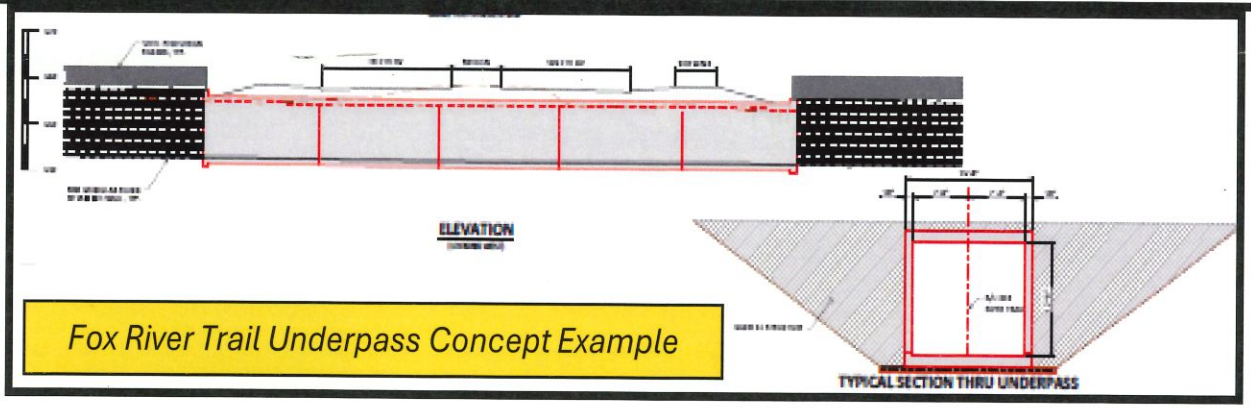


Fox River Trail Overpass and Underpass Concepts

The Fox River Trail crosses Rockland Road east of State Highway 32/57 at the same grade as the road. The proposed GV-17 will be a four-lane divided roadway with increased traffic. For safety of vehicles and trail users, it is proposed to grade separate the trail from the road. Two main alternative concepts are being considered – having the trail go over the roadway or having the trail go under the roadway. See concept examples below and at the Public Involvement Meeting.

Fox River Trail Overpass Concept Example





Fox River Trail Underpass Concept Example

Upcoming Events

Public Involvement Meeting
Thursday, May 8, 2025
6:00 – 8:00 p.m. with project overview at 6:15
Altmayer Elementary School – Commons Area & Gymnasium
3001 Ryan Road in De Pere

Public Hearing for South Bridge Connector Section GV-16
To be Scheduled in the Summer of 2025
Updated information will be available on the project website

Questions about SBC real estate acquisitions? Experts will be at the May 8 Public Involvement Meeting to answer them!

SOUTH BRIDGE CONNECTOR

Website | **Contact**

Find us online at:
www.browncountywi.gov

Chris Hardy, PE
Highway Commissioner
(920) 662-2170
Chris.Hardy@browncountywi.gov

Brown County Highway Department
2198 Glendale Avenue
Green Bay, WI 54303

054 CRD-SP1 54115

SCOTT THORESEN
PUBLIC WORKS DIRECTOR
CITY OF DE PERE
925 S SIXTH ST
DE PERE, WI 54115

Brown County Highway Department
2198 Glendale Ave Green Bay, WI 54303

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SOUTH BRIDGE CONNECTOR

Public Involvement Meeting

Altmayer Elementary School

May 8, 2025

Project Comment Form

Public Involvement Meeting
May 8, 2025

Thank you for your input!	Please leave this form in the comment box or mail to the address at the bottom of this sheet by June 9, 2025.

Name: **Phone:**

Address: **E-mail:**

✓ **Please check the section(s) of South Bridge Connector you are interested in:**

☐ EB 39	☐ GV 14	☐ GV 15	☐ GV 16	☐ GV 17	☐ GV 18

Please print- add pages if needed

Mail or E-mail Comments To:	Chris Hardy, PE Brown County Highway Department 2198 Glendale Avenue Green Bay WI 54303 Chris.Hardy@browncountywi.gov

SOUTH BRIDGE CONNECTOR

County, State, and Municipal Partners

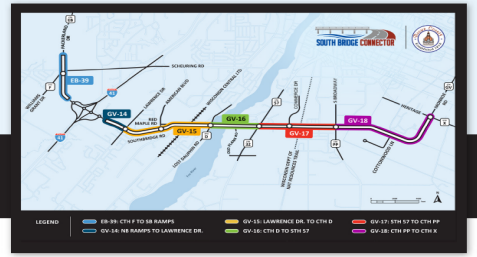
Environmental/Design Consultant Team

SOUTH BRIDGE CONNECTOR

CORRIDOR MANAGEMENT

OWNER: BROWN COUNTY HIGHWAY DEPARTMENT

Owner's Rep. exp.

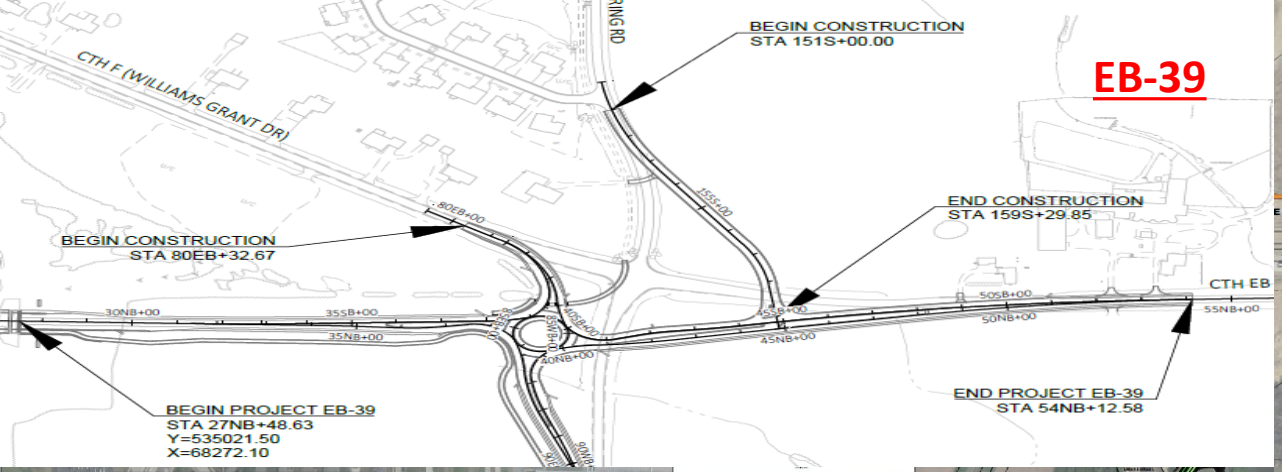


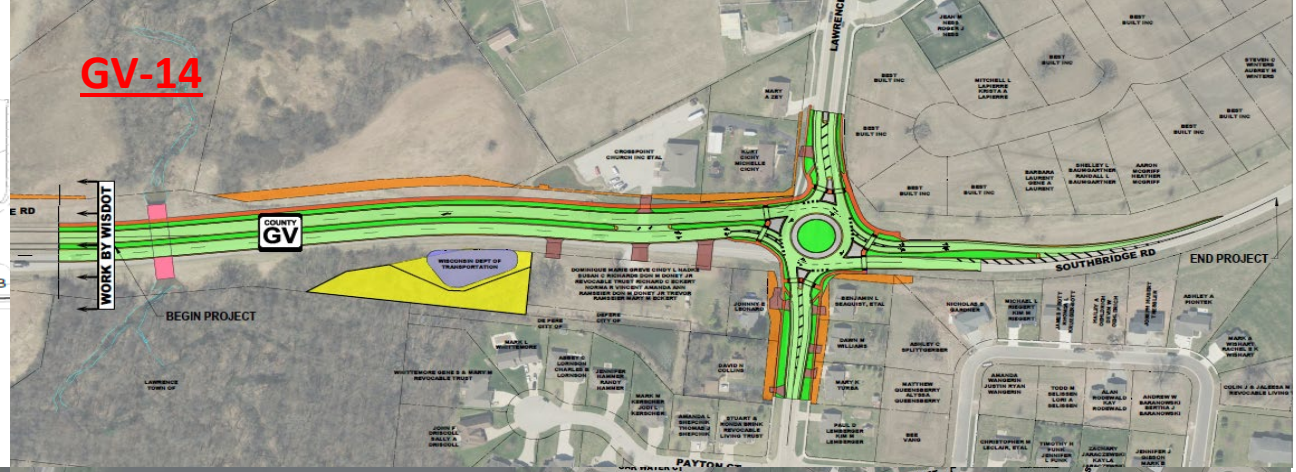
CORRIDOR TEAM

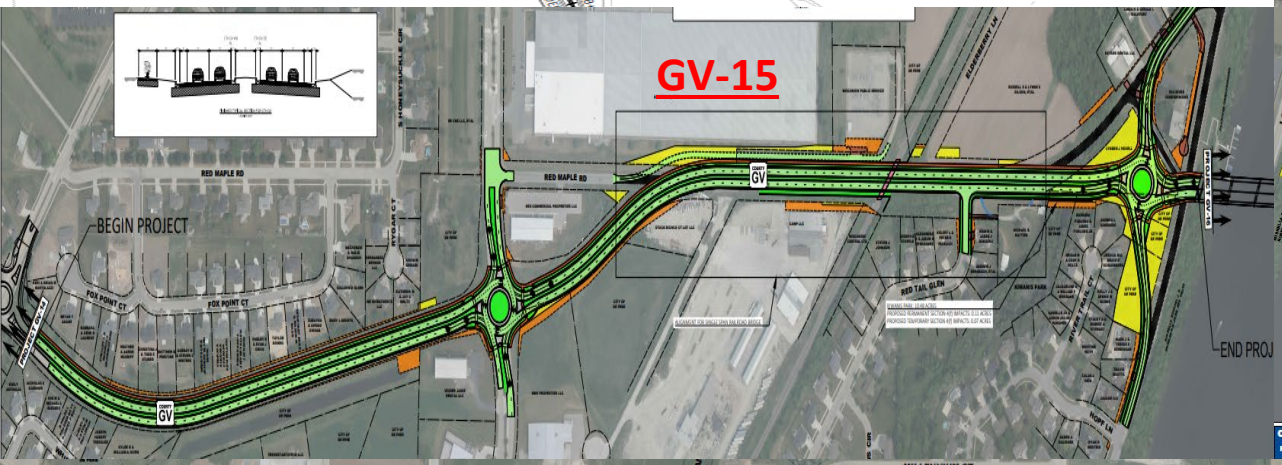
	Municipality	Design	Construction
CTH F to SB Ramps — EB-39	Town of Lawrence	exp.	Brown County Highway Department 1907
I-41 Southbridge Connector Interchange	Wisconsin Department of Transportation	Wisconsin Department of Transportation	MICHELS ROAD & STONE, INC.
NB Ramps to Lawrence Dr. — GV-14	De Pere	jt	MICHELS ROAD & STONE, INC.
Lawrence Dr. to CTH D — GV-15	De Pere	AYRES	TBD
CTH D to STH 57 — GV-16	De Pere	Jacobs	TBD
STH 57 to CTH PP — GV-17	De Pere, Ledgeview	AYRES	TBD
CTH PP to CTH X — GV-18	De Pere, Ledgeview	jt	TBD

What will the new road look like?

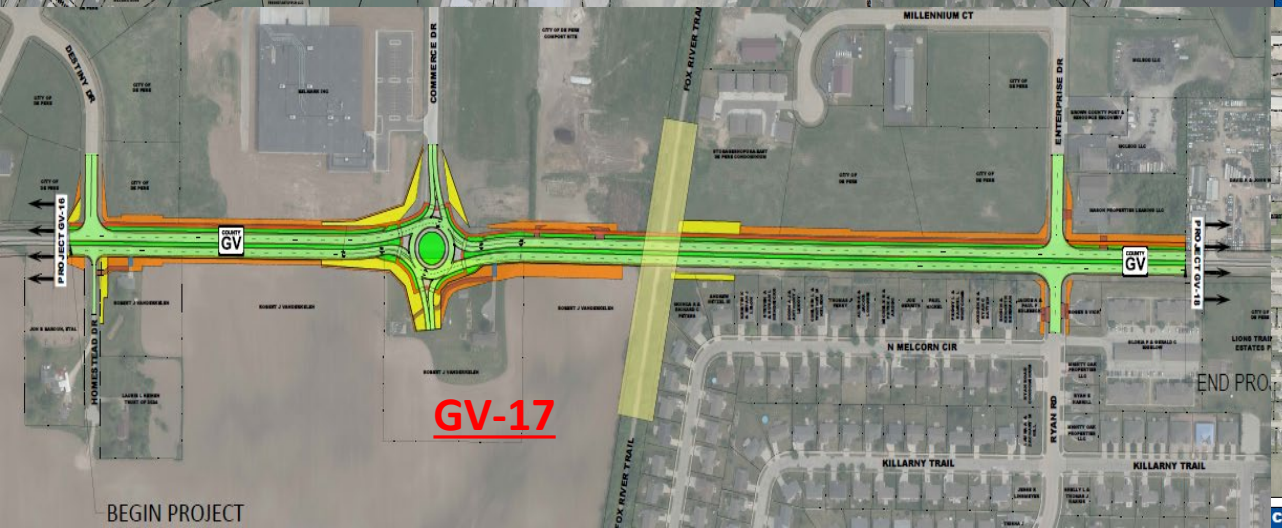
County Highway GV North of the SBC Corridor - Town of Ledgeview


EB-39
CTH F (WILLIAMS GRANT DR)
BEGIN CONSTRUCTION
STA 151S+00.00
END CONSTRUCTION
STA 159S+29.85
BEGIN CONSTRUCTION
STA 80EB+32.67
CTH EB
BEGIN PROJECT EB-39
STA 27NB+48.63
Y=535021.50
X=68272.10
END PROJECT EB-39
STA 54NB+12.58

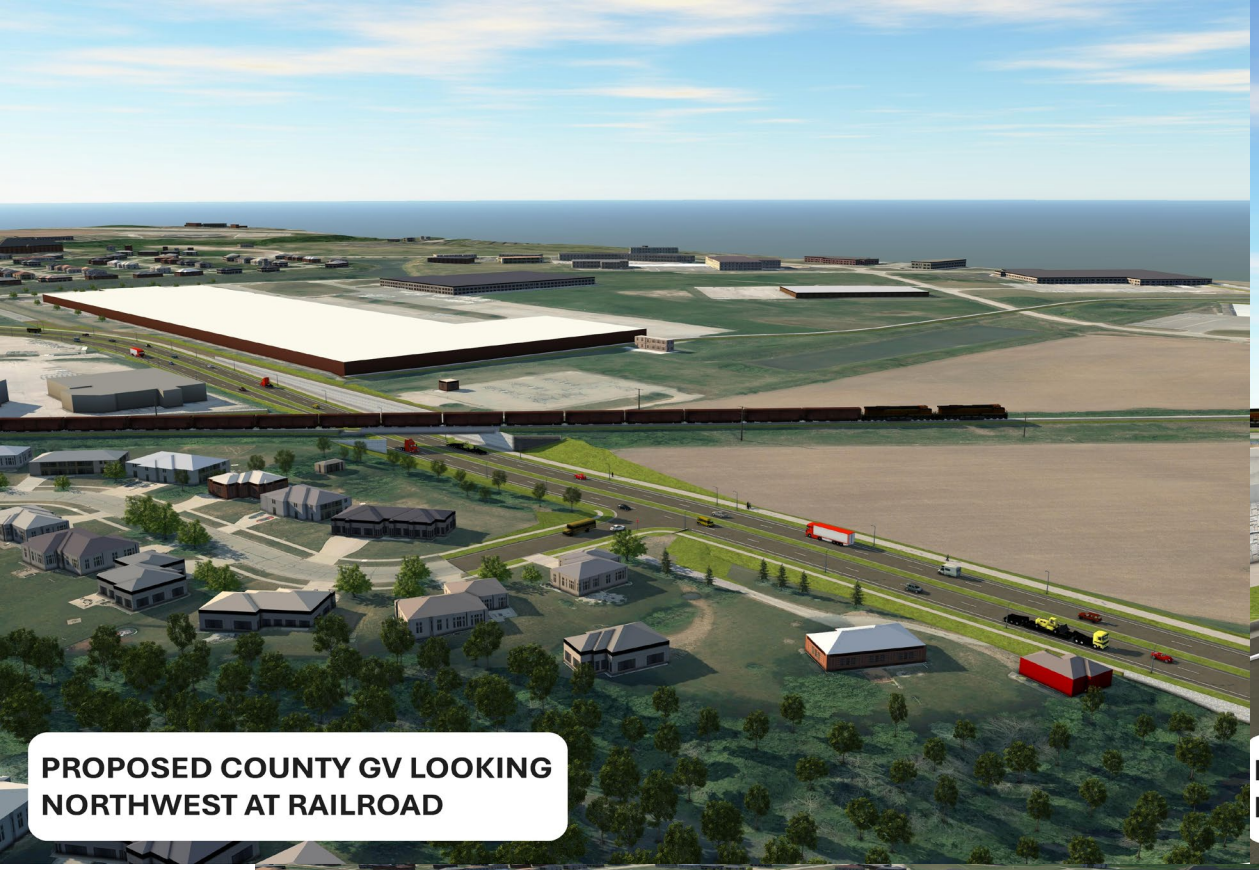

GV-14
WORK BY WISDOT
BEGIN PROJECT
SOUTHRIDGE RD
END PROJECT


GV-15
BEGIN PROJECT
RED MAPLE RD
FOX POINT CT
END PROJ

GV-16
START PROJECT
CORNELLIUS MARTIN CT
CTH GV
ROCKLAND RD
END PROJECT
OLD PLANK RD


GV-17
BEGIN PROJECT
MILLENNIUM CT
COMMERCE DR
ENTERPRISE DR
N MELCORN CIR
KILLARNY TRAIL
RYAN RD
END PRO

GV-18
COUNTY HIGHWAY GV EXPANSION
VIKING LN
SWAN RD
KILLARNY TRAIL
S BROADWAY ST
HERITAGE RD
COTTONWOOD LN
STILLMEADOW CIR
RIVER BIRCH LN
TRELLIS DR
BLUE STEM LN


PROPOSED COUNTY GV LOOKING NORTHWEST AT RAILROAD

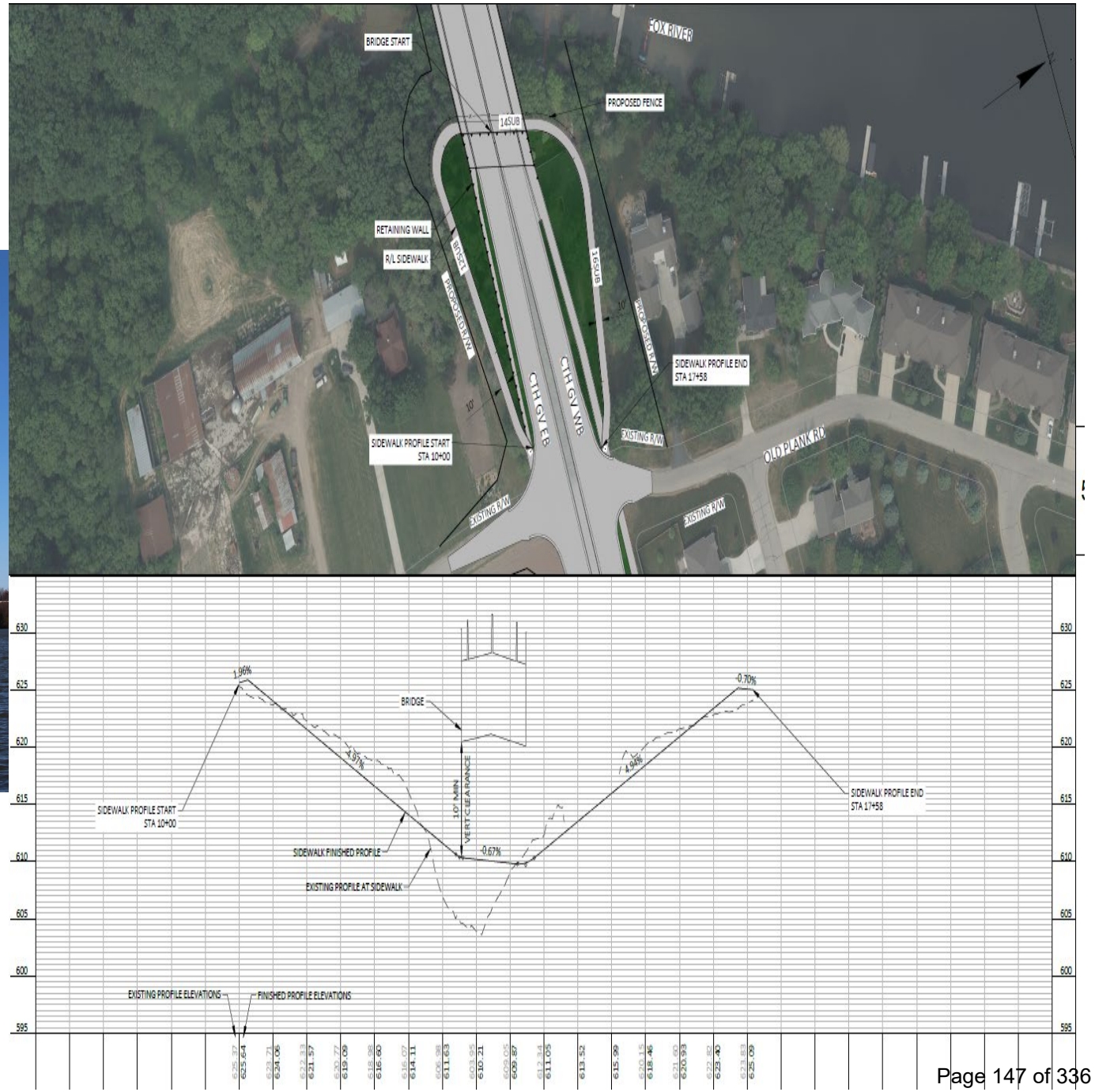
PROPOSED COUNTY GV LOOKING EAST AT RAILROAD

GV-15

PROPOSED COUNTY GV AT AMERICAN BLVD LOOKING WEST

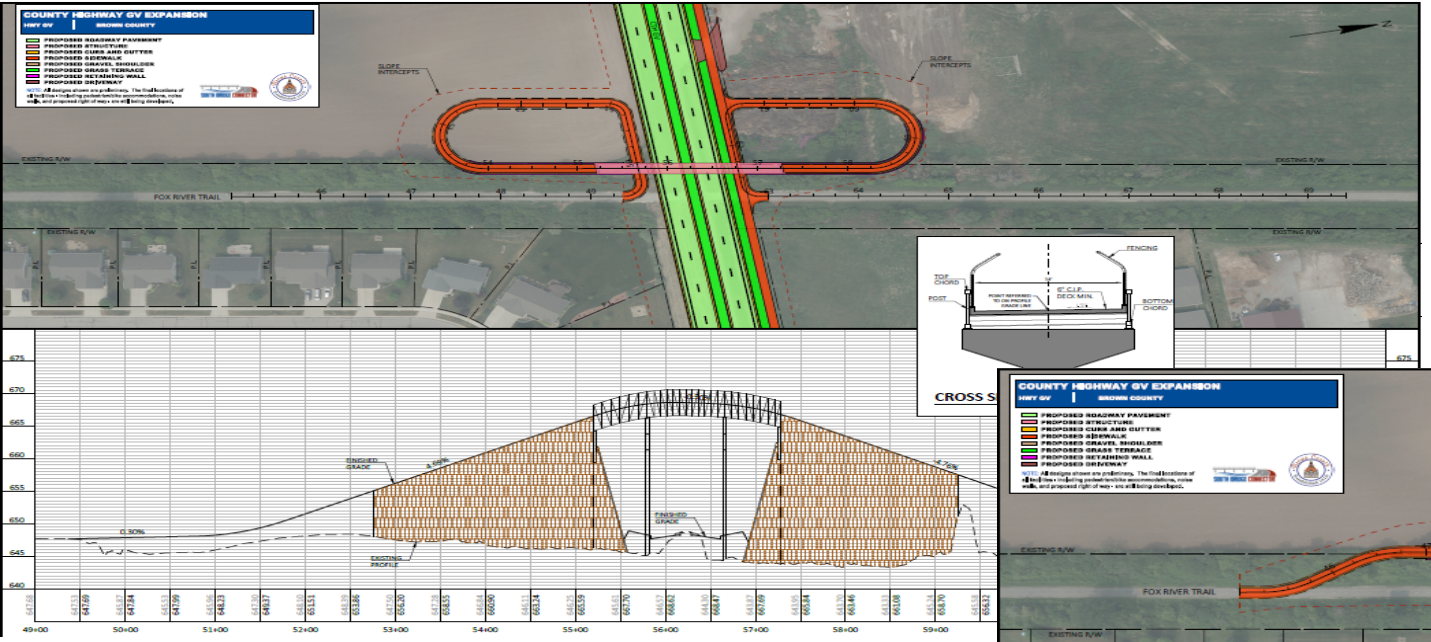
PROPOSED COUNTY D REALIGNMENT LOOKIN

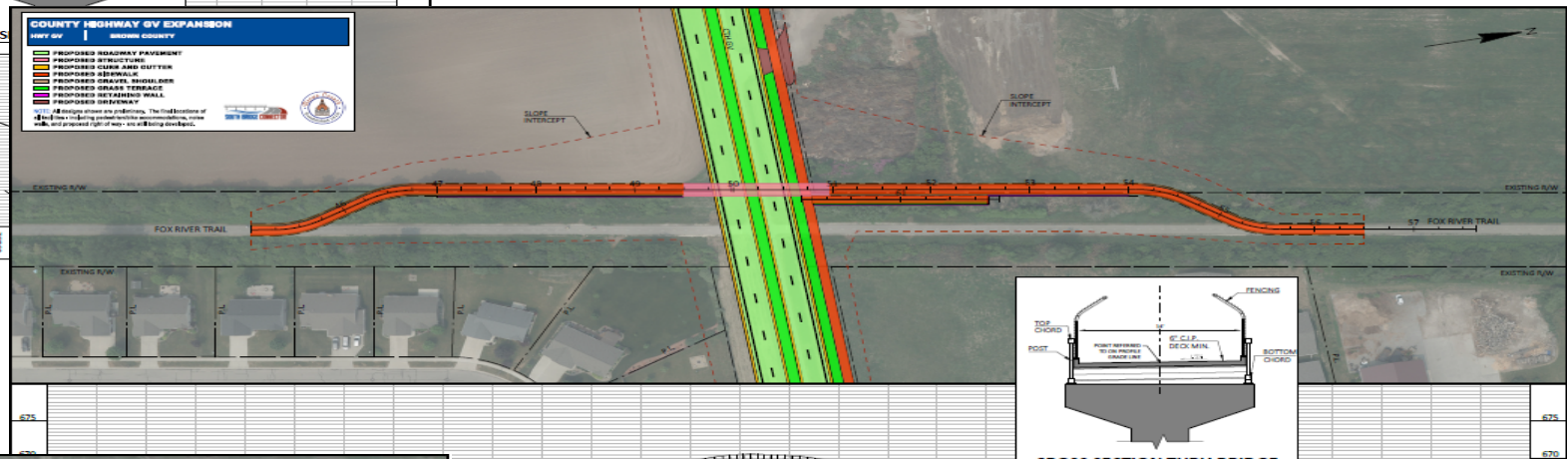
GV-16

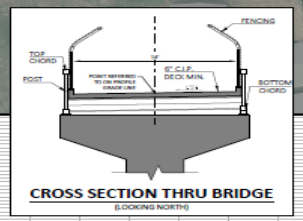


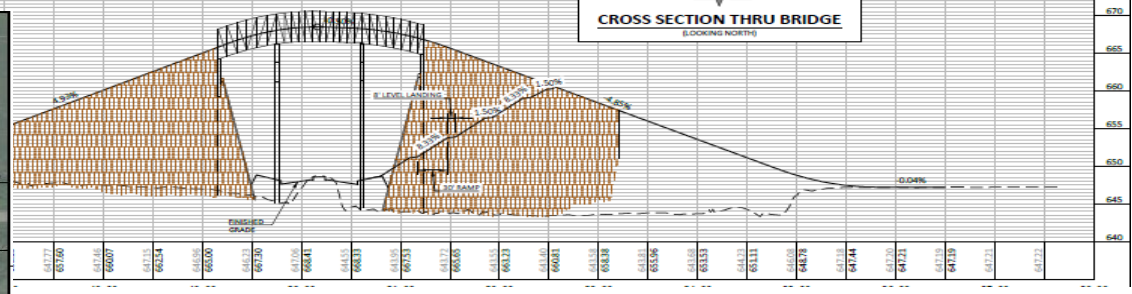
Old Plank Rd:

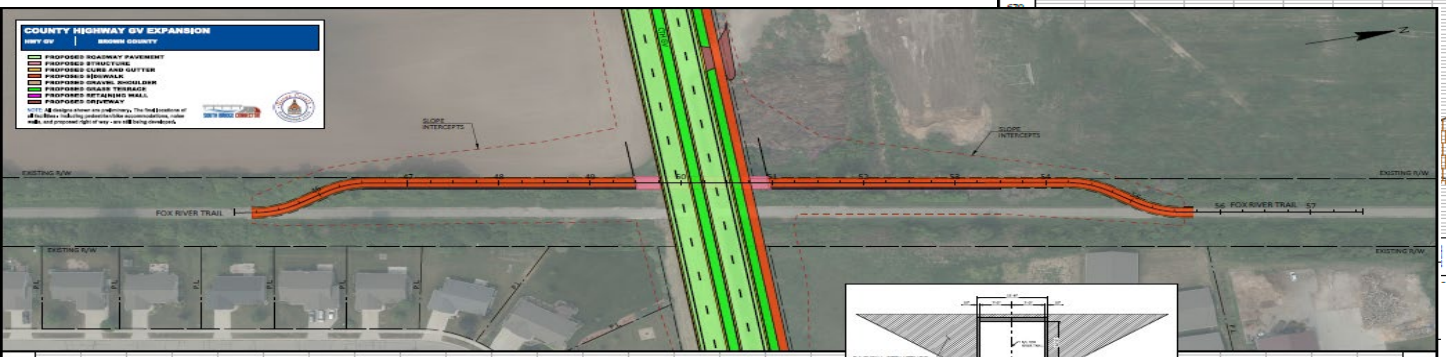
Right in/Right Out
Trail Crossing Option

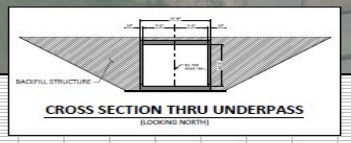


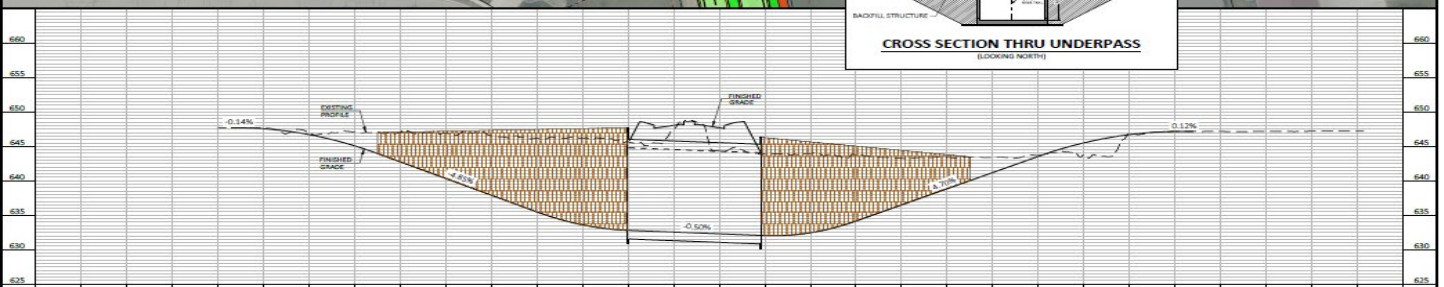












Fox River Trail:

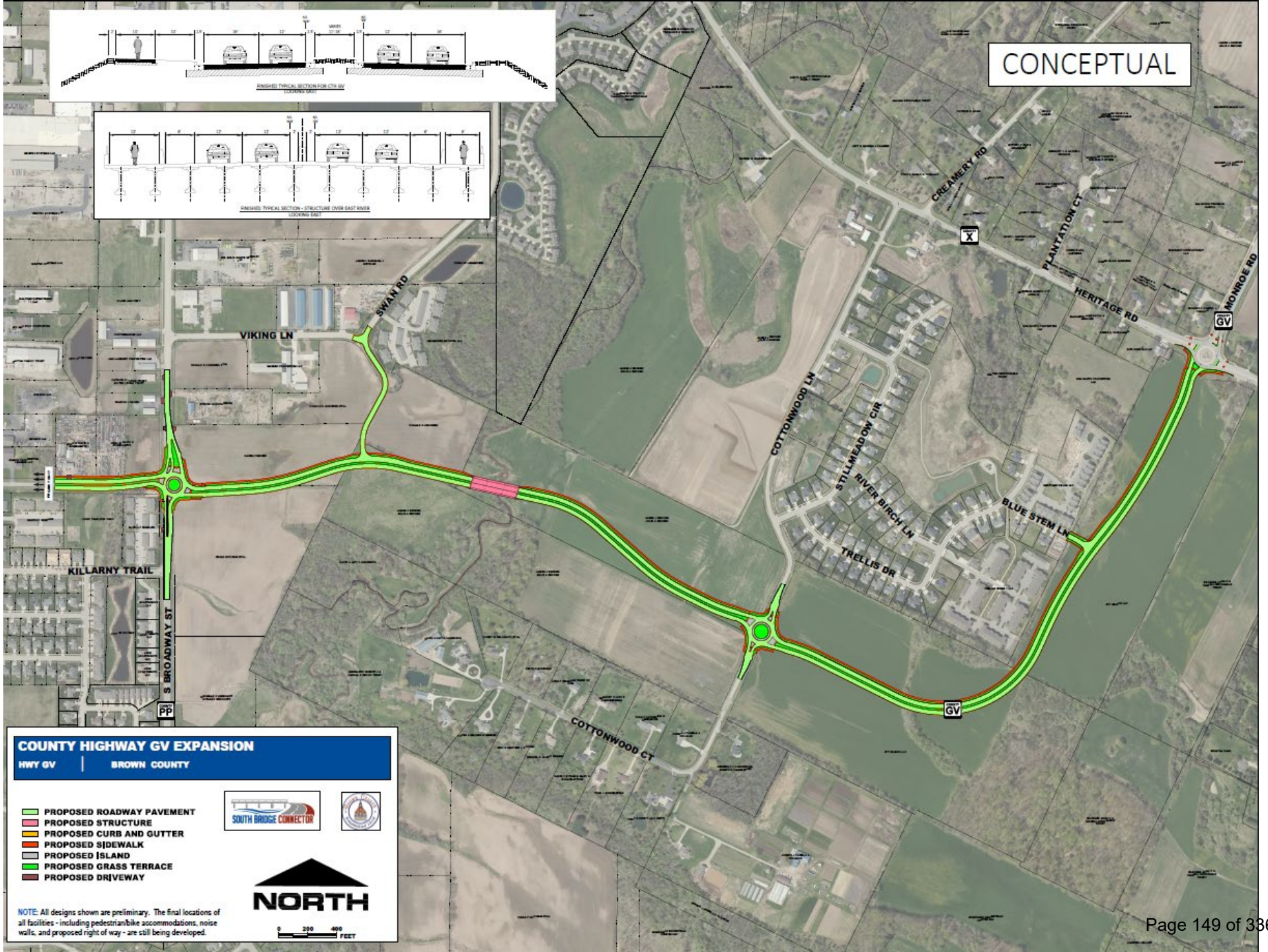
2 Overpass Options

1 Underpass Option

GV-18

Still Early:

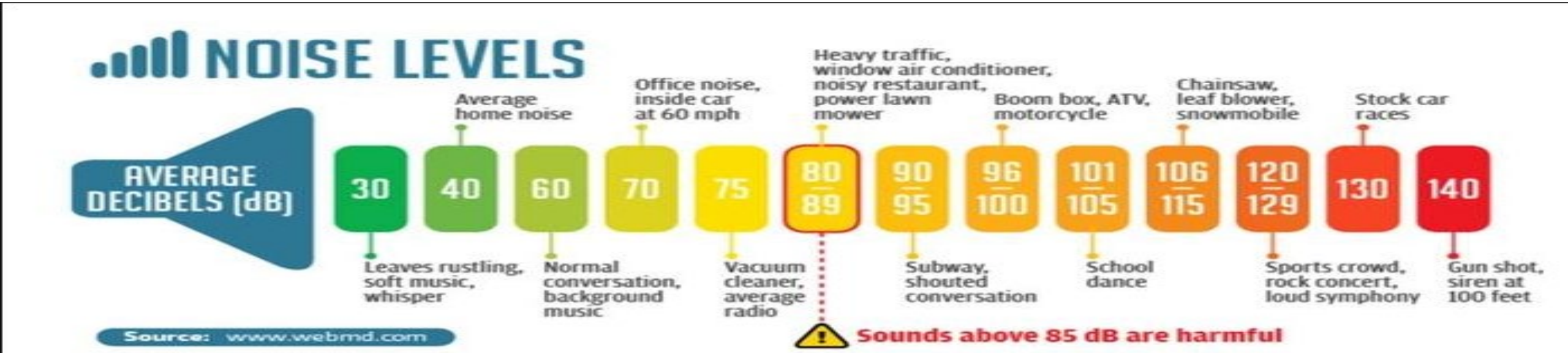
- Initiate ER Process
- Alignment
- Intersections



NOISE STUDY

Noise impact analysis is required and is being conducted (GV-15/16/17/18).

- Measurements and estimates are in a value of Decibel (dB) which is a unit for measuring relative intensity of sound.



- Devices placed in the field.
- Current location measurements are taken.
- FHWA traffic noise modeling software (TNM 2.5) is used:
  - Calculate traffic noise levels in an existing condition model that used field-collected traffic parameters.
  - Validate the model comparing field-collected sound level measurements.
  - Model both existing and future conditions.

- EVALUATION: does a noise impact occur?
- Common use areas with a predicted, future traffic sound level that exceeds WisDOT Noise Level Criteria (NLC)
- EITHER:
- Predicted exceed existing by 15+ dB;

OR EXCEED

- Residential Exterior > 67 dBA
- Parks > 67 dBA
- Offices > 72 dBA
- Schools interior > 52 dBA

Facilities Development Manual
Chapter 23 Noise
Section 30 Noise Impact Determination

Table 2.1 Noise Level Criteria (NLC) for Considering Barriers

Land Use Category	Leq(h)[1] (dBA) (Evaluation Location)	Description of Land Use Category
A	57 (Exterior)	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67 (Exterior)	Residential
C[2]	67 (Exterior)	Active sports areas, amphitheaters, auditoriums, campgrounds, cemeteries, day care centers, hospitals, libraries, medical facilities, parks, picnic areas, places of worship, playgrounds, public meeting rooms, public or non-profit institutional structures, radio studios, recording studios, recreation areas, schools, Section 4(f) sites, schools, television studios, trails, and trail crossings.
D[3]	52 (Interior)	Auditoriums, day care centers, hospitals, libraries, medical facilities, places of worship, public meeting rooms, public or non-profit institutional structures, radio studios, recording studios, schools, and television studios.

SOUTH BRIDGE CONNECTOR

"I" = Impact

- >15dBA difference future v existing

OR

- >67dBA for residential exterior

"N" = No Impact

- GV-15: 1 identified "I"
- GV-16: 20 identified "I"
- GV-17 & GV-18: not completed yet
- None exceed 67 dBA

			Sound Level L_{eq} (dBA)[1]			Impact Evaluation		
A. Receptor Location or Site Identification (See map attached here: Attachment T)	B. Distance from C/L of Near Lane to Receptor in feet (ft.)	C. Number of Families or People Typical of this Receptor Site	D. Noise Level Criteria[2] (NLC) (dBA)	E. Future Sound Level (dBA)	F. Existing Sound Level (dBA)	G. Difference in Future and Existing Sound Levels (E minus F) (dBA)	H. Difference in Future Sound Levels and Noise Level Criteria (E minus D) (dBA)	I. Impact (I) or No Impact[3] (N)
1-51	530	1	67	49	43	6	-18	N
1-52	487	1	67	50	44	6	-17	N
1-53	452	1	67	51	45	6	-16	N
1-54	385	1	67	52	47	5	-15	N
1-55	329	1	67	54	49	5	-13	N
1-56	386	1	67	53	48	5	-14	N
1-57	413	1	67	53	48	5	-14	N
2-15	467	1	67	50	43	7	-17	N
2-16	117	1	67	61	51	10	-6	N
2-17	75	1	67	64	50	14	-3	N
2-18	100	1	67	64	49	15	-3	I
2-19	203	1	67	59	48	11	-8	N
2-20	306	1	67	56	47	9	-11	N

If “I” or Impact Identified, then what?

Analysis of abatement measures occurs:

Determine whether or not mitigation measures are feasible, reasonable and likely to be incorporated (for example; noise barriers, etc).

- Reasonability:
  - Determination: noise barrier design (horizontal & vertical location) such that a minimum of 1 receptor or common area achieves the goal (WisDOT goal = 9dB).
  - To consider as benefit for purpose of reasonableness, barrier shall reduce noise levels for minimum of 1 receptor or common area by a minimum of 8 dB.
  - Total cost cannot exceed $50,000 per benefited receptor (based on 3-yr avg construction costs).
- Feasibility:
  - No existing physical (topography, utility, drainage) or safety conditions prevent building it.
  - Minimum reduction of at least 5 dBA for at least 1 receptor.

DETERMINED IN THE FINAL DESIGN PROCESS

SOUTH BRIDGE CONNECTOR

Data Interpretation:

Some receptors or common area(s) are impacted; but, noise mitigation is not both feasible and reasonable.

Thus, noise barriers are not proposed.

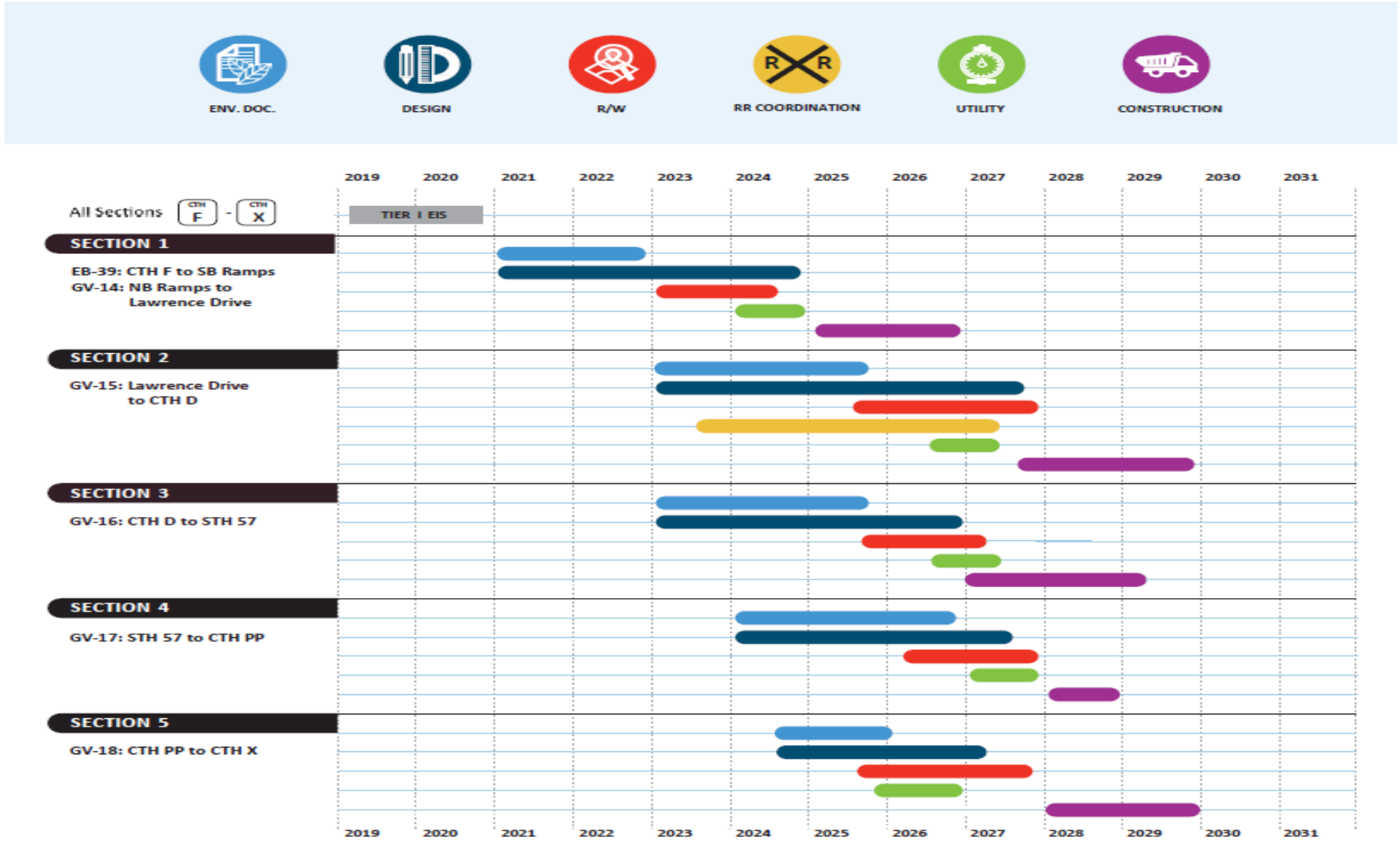
What Can I Do?

- Meet with engineer representatives.
- Review the data.
- Provide a comment.

- ER Documents in fall 2025 (GV-15 & 16)
- GV-17 & 18 ER documents just starting
- Final Decision is made during final design process (about 1 year).

SOUTH BRIDGE CONNECTOR

Brown County Established 1818



Project Comment Form

Public Involvement Meeting
May 8, 2025

Thank you for your input!	Please leave this form in the comment box or mail to the address at the bottom of this sheet by June 9, 2025.

Name: **Phone:**

Address: **E-mail:**

✓ **Please check the section(s) of South Bridge Connector you are interested in:**

☐ EB 39	☐ GV 14	☐ GV 15	☐ GV 16	☐ GV 17	☐ GV 18

Please print- add pages if needed

Mail or E-mail Comments To:	Chris Hardy, PE Brown County Highway Department 2198 Glendale Avenue Green Bay WI 54303 Chris.Hardy@browncountywi.gov

SOUTH BRIDGE CONNECTOR

Check the SBC Website for Project Updates

https://www.browncountywi.gov/departments/highway/general-information/south-bridge-connector/

City of De Pere, Wisconsin **I.15**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	City Clerk
FROM:	
SUBJECT:	Resolution #25-56 Supporting Brown County's Purchase of DS-300 Voting Tabulators.
RECOMMENDED ACTION:	

ATTACHMENTS:
Reso25-56

RESOLUTION #25-56

SUPPORTING BROWN COUNTY'S PURCHASE OF NEW ES&S DS-300 VOTER TABULATING MACHINES ON BEHALF OF ALL BROWN COUNTY MUNICIPALITIES

WHEREAS, the Brown County Clerk's Office has determined the need to replace all county-owned DS-200 Voter Tabulator Machines; and

WHEREAS, the DS-200 Voter Tabulator Machines have far-exceeded the original longevity period of ten (10) years of projected use, with well over twelve (12) years of service to Brown County municipalities; and

WHEREAS, the voters of the City of De Pere would benefit from the latest available election-related technology by obtaining the new ES&S DS-300 Voter Tabulator Machines, thus providing assurances that no voter is disenfranchised due to potential equipment malfunction; and

WHEREAS, the new ES&S DS-300 Voter Tabulator Machines as purchased, distributed and administered by the Brown County Clerk's Office allows for continued continuity of the election process, it also provides uniform software compatibility with the recently upgraded Election Management System, together with consistent ballot style creation, printing, USB tabulator and ExpressVote programming realized; and

WHEREAS**,** Brown County purchased the initial DS-200 Voter Tabulator Machines for all county municipalities in 2011, and the present election administrative system has proven itself to be successful and has provided the framework for continued Brown County Clerk's Office leadership in this realm.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of De Pere fully supports Brown County in purchasing the new ES&S DS-300 Voter Tabulator Machines and associated equipment by whatever means necessary to ensure voting accuracy, security and transparency.

BE IT FURTHER RESOLVED THAT:

The De Pere City Clerk is hereby directed to forward a copy of this Resolution to the Brown County Clerk and Brown County Supervisors, Kevin Gannon, Katie Mc Donald and Michael LaBouve', reflecting De Pere's community support.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin this 20th day of May, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

City of De Pere, Wisconsin **I.16**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Finance
FROM:	Pamela Manley, Finance Director
SUBJECT:	Resolution #25-57 Approving Budget Amendment to accept Donation from Downtown De Pere, Inc.
RECOMMENDED ACTION:	Approval of budget amendment.

This item requests an amendment to the 2025 budget for acceptance of a donation from Definitely De Pere for facility improvements at the Nelson Family Pavilion at Voyageur Park.

ATTACHMENTS:
Reso25-57, 2025 Downtown De Pere, Inc.(Donation Agreement-Nelson Pavilion)

RESOLUTION #25-57

APPROVING BUDGET AMENDMENT TO ACCEPT DONATION
FROM DOWNTOWN DE PERE, INC.

WHEREAS, after due deliberation and public discussion, the De Pere Common Council approved the 2025 City Budget and adopted a tax levy to support such Budget on November 19, 2024 (Resolution #24-97); and

WHEREAS, as a result of a donation received from Downtown De Pere, Inc., the City has determined to amend the 2025 City Budget by increasing total budgeted revenues for Other Miscellaneous Revenues (100-48309) and Capital Outlay expenditures (100-55210-810) by $50,000.00 to fund facility improvements at the Nelson Family Pavilion located in Voyageur Park, pursuant to the terms and conditions of the Donation Agreement executed between the City of De Pere and Downtown De Pere , Inc.

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby amends the 2025 City Budget by increasing total budgeted revenues for Other Miscellaneous Revenues (100-48309) and Capital Outlay expenditures (100-55210-810) by $50,000.00 to fund facility improvements at the Nelson Family Pavilion located in Voyageur Park.

BE IT FURTHER RESOLVED THAT:

The City Clerk shall, within 15 days of the passage of this Resolution, publish on the City's website the changes made herein as required under Wis. Stats. §65.90(5)(a).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

DONATION AGREEMENT

VOYAGEUR PARK - NELSON FAMILY PAVILION

1. **PARTIES.** This Donation Agreement (the "Agreement") is made and entered into this 12 day of May, 2025, by and between the City of De Pere, a Wisconsin municipal corporation located at 335 S. Broadway, De Pere, Wisconsin ("CITY") and Downtown De Pere Inc., 117 N Wisconsin Street, De Pere, Wisconsin, a Wisconsin corporation ("Donor") (each a "Party," collectively, the "Parties").

2. **RECITALS AND PURPOSE.** The Donor commits to provide the CITY with the funds set forth in **Exhibit A** for the purposes set forth in **Exhibit A.**

   Accordingly, in consideration of the mutual promises set forth in this Agreement, the Parties covenant and mutually agree to the terms and conditions set forth in the following paragraphs.

3. **DONATION.** The Donor agrees to disburse to the CITY those funds indicated on the attached **Exhibit A** ("Donation Funds") as soon as possible but in any event no later than ten (10) business days of Donor's receipt from the CITY of an invoice or bill issued by a vendor or service provider. The Donation Funds shall be used for the purpose(s) set forth in **Exhibit A** and as follows: Nelson Family Pavilion facility improvements.

4. **RECEIPT.** Within five (5) business days of receiving the Donation Funds, the CITY shall provide the Donor with a receipt. The receipt must be written on the official letterhead of the CITY and contain the following information: a) the name of the CITY as listed in Section 1 of this Agreement, b) the date the Donation Funds were given, c) and the amount of the Donation Funds received.

5. **DONEE TAX STATUS.** The CITY is a Wisconsin municipal corporation and public body corporate and politic. The Parties desire that the Donation Funds or Gift made by this Agreement are or to be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986, as amended, and any other applicable laws governing charitable donations.

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

7. **RELATIONSHIP.** Notwithstanding any provision to the contrary in this Donation Agreement, the Parties agree that their relationship with respect to the Donation Funds or Gift contemplated herein is one of donor and donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the Parties with respect to such Donation Funds or Gift. Neither Party nor its agents or employees are the representatives of the other Party for any purpose and neither Party has the power or authority as agent, employee, or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

7. **FORCE MAJEURE.** Neither Party shall be deemed to have defaulted or failed to perform under this Agreement if that Party's ability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, pandemic, or the ability of Donor to provide the Gift is impacted by any of the foregoing ("Force Majeure Event"). Upon the occurrence of the Force Majeure Event, the Party claiming the Force

Majeure Event shall promptly notify the other Party in writing of such event. Notwithstanding the foregoing, in the event of a Force Majeure Event, each Party agrees to make a good faith effort to perform its obligations hereunder.

8. **ASSIGNMENT.** The provisions of this Agreement will be binding on the Parties' successors and assigns. Upon notice to the other Party, either Party may assign this Agreement in whole or in part to any affiliate or subsidiary, or any Party acquiring substantially all of the stock or assets of that Party. Any other assignment shall require the prior written consent of the other Party, with such consent not to be unreasonably withheld.

9. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by regular, certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth in Section 1 of this Agreement. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

10. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.

11. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

12. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

13. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

14. **WAIVER OF BREACH.** The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

15. **GOVERNING LAW.** The construction and interpretation of this Agreement and any disputes arising hereunder (whether for breach of contract, tortuous conduct or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving reference to its conflict of laws principles. In the event any suit, action or proceeding is brought by either Party with respect to this Agreement or the matters contemplated herein, such action, suit or proceeding shall be brought in the state courts located in Brown County, Wisconsin and both Parties hereby accept, consent and submit to the exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

16. **SEVERABILITY.** If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

17. **AUTHORITY.** The Party represents that it has full power and authority to execute this Agreement and to carry out the transactions contemplated hereby, and that all corporate action on the part of such Party, its officers, directors, employees, and/or shareholders and all consents, approvals, orders, authorizations or filings with any federal or state governmental agency necessary for the authorization, execution, delivery and performance of this Agreement by each Party and the consummation of the transactions contemplated herein by each Party has been taken or obtained, and that this Agreement constitutes the legal, valid and binding obligation of such entity.

18. ELECTRONIC SIGNATURE & COPIES. electronic signatures shall constitute original signatures for all purposes of this Agreement. Any and all electronic copies of the Agreement shall be treated as an original version.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year written above.

CITY OF DE PERE

Kimberly T. Flom, City Manager

Carey E. Damen, City Clerk

DOWNTOWN DE PERE INC.

Tina Quigley, Executive Director

EXHIBIT A

Donation Fund Total Amount:

$50,000.00

Fund Disbursement Schedule:

No later than ten (10) business days of Donor's receipt from the CITY of an invoice or bill issued by a vendor or service provider.

Purposes of the Funds:

Nelson Family Pavilion facility improvements

City of De Pere, Wisconsin **I.17**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Resolution #25-58 Authorizing Agreement for Consulting Services with Utility Service Co. Inc. (2025 Reservoir Inspections).
RECOMMENDED ACTION:	Staff recommends approving the proposal from USG Water Solutions for the Merrill Street reservoir and Scheuring Road reservoir inspections for $3,000.00

The Board of Public Works at the May 12, 2025 meeting approved the proposal from USG Water Solutions for the Merrill Street reservoir and Scheuring Road reservoir inspections for $3,000.00 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:
Reso25-58, USG Water Solutions(2025 Reservoir Inspections)5-12-2025, Exhibit A-2025 Merrill & Scheuring Reservoir Inspections, Exhibit B-FINAL Proposal (City of De Pere WI) YS, 2025 0512 CI_BOPW Memo_Merrill and Scheuring Reservoir Inspections, 20250321_Pittsburg Tank_Signed RFP, Water Tower Clean & Coat_Signed RFP, Badger State Inspection_Signed RFP, Dixon Engineering_Signed RFP, KLM Engineering_Signed RFP

RESOLUTION #25-58

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND UTILITY SERVICE CO., INC.
(2025 Reservoir Inspections)

WHEREAS, the City is in need of inspection services for its Merrill Street and Scheuring Road Reservoirs; and

WHEREAS, Utility Service Co., Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish said inspection services, subject to the terms and conditions of the Agreement for Consulting Services, as is attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Utility Service Co., Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 05/12/2025

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND UTILITY SERVICE CO., INC. (2025 Reservoir Inspections)

THIS AGREEMENT made and entered into this ___ day of _____, 2025, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Utility Service Co., Inc. (USCI), d/b/a Utility Service Group Water Solutions, LLC, a foreign corporation authorized to conduct business in Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is required to inspect its water storage facilities every five years pursuant to Wisconsin Statutes § NR 810.14, and is in need of a qualified consulting firm to a complete inspections of its Merrill Street and Scheuring Road Reservoirs; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals dated February 12, 2025 (Exhibit A) and Consultant's Proposal thereto dated March 20, 2025, (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

Consultant shall take precautions to prevent damage to property and any underground lines and shall restore the stie to the conditions existing prior to the start of the project, including the restoration of any damage to, or tracks left in grassy areas caused by large equipment. Topsoil, seed and mulch landscape restoration will be required.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with access to the existing drawings and as-built of the reservoirs, as well as all pertinent information pertaining to the tanks or concerning the project that may be applicable, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the inspections by July 31, 2025. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

IX. COMPENSATION

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

X. RESPONSIBILITY OF CONSULTANT

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

XI. NON-DISCRIMINATION

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

XII. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $5,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XIII. ALLOCATION OF RISKS

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

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

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

XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

XIX. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the

other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XXI. NOTICES

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

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

If to Consultant:
USG Water Solutions, LLC
Attn: Tyler Argall
Water System Consultant (State of Wisconsin)
1230 Peachtree Street NE; Suite 1100
Atlanta, GA 30309

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

UTILITY SERVICE CO., INC.	CITY OF DE PERE, WISCONSIN
By: _____	By: _____
Name: _____	Kimberly T. Flom, City Manager
Title: _____	
By: _____	By: _____
Name: _____	Carey E. Danen, City Clerk
Title: _____	

J:\Law\Agreements\Consultant\USG Water Solutions(2024 Reservoir & Tower Inspections)3-14-24.docx

CITY OF DE PERE

Public Works Department

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

February 12, 2025

RE: Request for Proposals
2025 De Pere Reservoir Inspections

The City of De Pere is requesting a proposal from your firm to complete inspections of the Merrill Street reservoir and Scheuring Road reservoir. The City is required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years.

City of De Pere Merrill Street Reservoir

The City of De Pere Merrill Street Reservoir: located 1501 Merrill Street, is a 250,000-gallon ground storage reservoir, constructed in 1966 (See picture below). The overflow height of the reservoir is 17-feet (635.88 elev.). It was drained and inspected in 2020. The interior of the reservoir for this inspection will require a minimum **wet inspection**.

City of De Pere Scheuring Road Reservoir

The City of De Pere Scheuring Road Reservoir: located at 1340 Scheuring Road, is a 250,000-gallon concrete ground storage reservoir that was constructed in 1982 (See picture below). The overflow height of the reservoir is 17-feet (641.00 elev.). The diameter of the tank is 55-feet. It was drained and inspected in 2020. The interior of the tank for this inspection will require at a minimum a **wet inspection**.

Scope of Work:

1. Review existing drawings and as-built of reservoir and tower and any other pertinent information pertaining to the tanks.

2. Conduct all tank inspections to meet Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes **NR 810.14 Water storage facility inspections** requirement.

3. Prepare a final report showing the result of the reservoir or tank inspection(s). The report shall include a summary of the inspection and a list of any deficiencies in the reservoir or tank. The written report will include photos for the reservoir or tank inspection(s). The final report will contain recommendations for future work based on the results of this inspection.

4. Prepare reports for WDNR as required.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the contractor feel are necessary to complete the project.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 4:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Schedule:

The reservoir/standpipe inspections shall be completed by July 31, 2025.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore

or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000 per person/per accident.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damage resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The contractor shall take precautions to prevent damage to property and any underground lines and shall restore the site to the conditions existing prior to the start of the project, including the restoration of any damage to, or tracks left in grassy areas caused by large equipment. Topsoil, seed, and mulch landscape restoration will be required.

Additional Information:

- Sample consultant agreement is attached.

All proposals should include the following information:

1) Previous Experience: Past Work on projects of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all the work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the inspections and the anticipated start date on proposal sheet provided with this proposal to complete all work mentioned above.

Sealed proposals marked **"2025 De Pere Reservoir Inspections"** on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later than 2:00 p.m. on Thursday, March 20, 2025.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063 or ezygarlicke@deperewi.gov.

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility
2025 Reservoir Inspections Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all the work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Merrill Street Reservoir Inspection: $_____

Lump Sum Price for Scheuring Road Reservoir Inspection: $_____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of:_____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

_____	_____
Signature of Bidder	Date
_____	_____
Print or Type Name of Bidder	Title

Estimated Start Date: _____

USG WATER SOLUTIONS

Proposal for

2025 De Pere Reservoir Inspections

City of De Pere, WI
March 20, 2025

Proposal for
2025 De Pere Reservoir Inspections

Public Works Department
City of De Pere, WI

Submitted By: Utility Service Group Water Solutions, LLC
Legal Entity: Utility Service Co., Inc. (Tax Identification No. 58-1920989)
Address (HQ): 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309
Phone Number: (855) 526–4413

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Certificate of Insurance .....
ISO 9001:2015 Certification .....

USG WATER SOLUTIONS

Cover Letter

City of De Pere – Public Works Department
Attn: Mr. Scott J. Thoreson, P.E., Director of Public Works
925 South Sixth Street, De Pere, WI 54115

Dear Mr. Thoreson,

We sincerely thank you for the opportunity to respond to the City of De Pere's *Request for Proposal (RFP) for 2025 De Pere Reservoir Inspections.* We are uniquely positioned to provide the City of De Pere with the highest quality and most cost-effective reservoir inspection services.

As communities continue to expand and grow, so does the impact on our many natural resources. The successful management of one (1) resource is especially vital—water. Safeguarding our clients' water supply is our singular mission. We partner with both communities and utilities to provide integrated, specialized solutions in all aspects of water utility management—from water quality and advanced metering infrastructure (AMI) systems to full-service maintenance and asset management programs. We truly understand the critical nature of water management and are committed to providing a peace of mind by protecting our clients' most precious natural resource. Since 1963, we have successfully managed water storage tanks—a critical asset in water distribution systems—and understand the benefits and values in water storage tank asset maintenance.

Both our background and experience from our initial formation in 1963 provides us with more than 60 years of experience in the construction, rehabilitation, and maintenance of water and wastewater industry assets. The team dedicated to performing the maintenance services is comprised of highly qualified water storage tank professionals. They have been providing specialized tank services for an extensive amount of time and will provide the associated services to the highest standard.

USG's extensively qualified tank asset management experts have the ability to address any situation pertaining to tank asset repairs, design, fabrication, erection, modification, rehabilitation, preventative maintenance, installation of active mixing and aeration systems for the removal of total trihalomethanes (TTHMs), installation of commercial communication equipment, site management services, security measures, emergency services, and waste management.

Having successfully completed over 24,000 tank projects, our many long-term references can attest to our strong commitment to client satisfaction. The quality of our services is certified by the International Organization for Standardization (ISO)—ensuring that we provide the highest quality of services possible.

USG's unique capabilities incorporate a more diverse breadth of services than any other contender in our industry—which will ensure ongoing and long-term success. We can customize a service plan that meets the City of De Pere's specific project needs and budget—while also guaranteeing consistent compliance with all applicable local, state, and federal requirements and regulations.

We look forward to the prospect of meeting with the City of De Pere to expand and elaborate on our qualifications and capabilities—as well as to answer any questions pertaining to the information that is provided within this *Proposal for 2025 De Pere Reservoir Inspections*.

Respectfully yours,

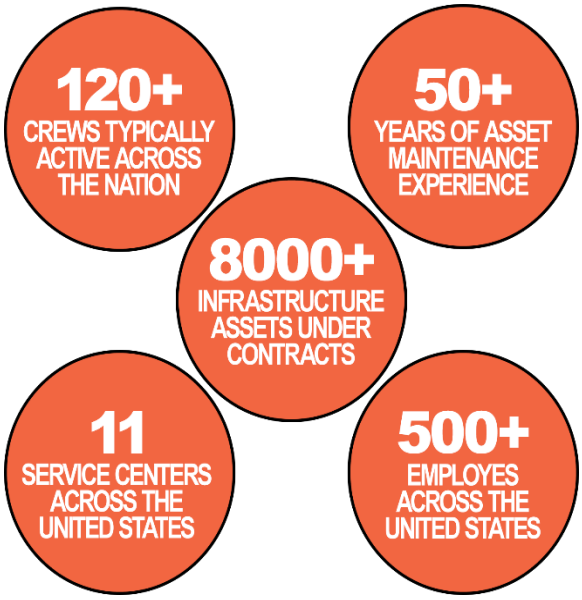
Mr. Tyler Argall
Water System Consultant (State of Wisconsin)
Phone: (608) 671–4360
Email: tyler.argall@usgwater.com

Mr. Kent Beaver
Director of Sales (Great Lakes Region)
Phone: (412) 716–0450
Email: kent.beaver@usgwater.com

1. Previous Experience:

As the largest provider of tank asset maintenance programs for the potable water industry within the United States, **Utility Service Group Water Solutions, LLC (USG Water Solutions)**—hereinafter referred to as **USG**—provides both water and wastewater utility clients with specialized programs and valuable services to assist them with the suitable management of their critical assets. USG's goal is to provide the highest value of services possible to allow our clients to invest capital and operating funds for the maximum benefit of their critical water distribution system assets—as well as to build a long-standing partnership that ultimately ensures the successful maintenance of their critical water distribution system assets.

We primarily focus on providing sustainable asset management, water distribution system quality and conservation services, and specialized solutions to the United States potable water industry. Since 1963, our team has provided a full range of water storage tank asset maintenance services. Additionally, we also extended the value of the services offered to our clients with our revolutionary water storage tank asset maintenance program in 1985—allowing our clients to transfer future asset maintenance to USG; this includes all tank asset repairs, rehabilitation, and maintenance services. We provide our clients with long-term sustainability and operational support. By leveraging proactive maintenance strategies, USG help reduce unexpected downtime and extend the lifespan of critical assets. Our expert team ensures that operations remain efficient, cost-effective, and fully optimized throughout the lifecycle of the project.



With major service centers strategically located across the United States to provide dependable and efficient response times to our valued clients, USG's local presence and highly qualified work crews deliver the high-quality results expected by our clients. Our team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water distribution systems and infrastructure in the State of Wisconsin and the northern region of the United States—ensuring that all water distribution system assets are both protected and maintained on an ongoing and consistent basis.

Our background and experience with all tank asset styles and sizes allow us to comfortably accept the ongoing maintenance obligations associated with water storage tanks. USG protects more than 8,000 assets nationally with full-service maintenance and asset management programs. The USG maintenance programs are on-going and center on establishing long-term partnerships with clients—ultimately utilizing a consultative philosophy-based approach to identifying and solving any issues that may arise.

We have successfully worked with thousands of municipal and industrial water and wastewater utility clients on critical infrastructure issues—providing cost-effective solutions to our clients in order to solve countless water quality and compliance issues. We have the capability to adequately address the need for overdue maintenance investment and all infrastructure renovations. Our creative programs and innovative pricing structures have allowed our clients to tackle significant water and wastewater infrastructure problems—while also minimizing the financial burden for their communities, customers, and taxpayers.

2. REFERENCES:

USG has completed over $600 million in water asset projects over the last five (5) years. Our goal is to provide comprehensive asset management solutions to ensure the long-term success of our many valued clients—as well as their water distribution system assets. Our expertise in rehabilitation and preventative maintenance extends the usable life of assets and eliminates the risks associated with the run-to-failure approach. Below are just a few of our asset maintenance program clients in the State of Wisconsin—as follows:

TANK OWNER	CONTACT	PHONE | EMAIL	# OF TANKS
Village of Elkhart Lake	Pat Zorn	(920) 207-8002 pzorn@elkhartlakewi.gov	Two (2) Tanks
City of Port Washington	Dan Fisher	(262) 284–2172 dfisher@portwashingtonwi.gov	Three (3) Tanks
City of Jefferson	Rob Kincaid	(608) 333-8494 mikemeske@jeffersonwis.com	Two (2) Tanks
Village of Hortonville	Sean Kuske	(920) 419-1571 wwtp@vohortonville.com	One (1) Tank
Village of Slinger	Greg Moser	(262) 623-1871 gmoser@vi.slinger.wi.gov	Two (2) Tanks
City of Fort Atkinson	Jeff Armstrong	(920) 723-1699 jarmstrong@fortatkinsonwi.gov	Two (2) Tanks
Village of Oostburg	Greg Lemahieu	(920) 946–0952 greg.lemahieu@oostburg.org	One (1) Tank
City of Oconto	Matt Beekman	(920) 373-3699 waterdept@cityofocontowi.gov	Two (2) Tanks
City of Stoughton	Kent Thompson	(608) 219-8320 kthompson@stoughtonutilities.com	Two (2) Tanks
City of Whitewater	Jim Bergner	(920) 817-4012 jhyndman@whitewater-wi.gov	Two (2) Tanks
City of Sturgeon Bay	Cliff White	(920) 333-0573 jhoffman@sbunet.com	Seven (7) Tanks
Geneva National	Pat Prahl	(262) 949–7715 pat@gnpropertymgmt.com	One (1) Tank
Village of Benton	Jared Roling	(608) 732-1833 jaredrbenton@gmail.com	One (1) Tank
Village of Hartland	Dave Felkner	(262) 844-8867 jakes@villageofhartland.wi.gov	Three (3) Tanks
City of Verona	Justin Sutkay	(608) 438-1682 sgunsolus@veronawi.gov	Three (3) Tanks
City of Horicon	Cody Vanderhei	(920) 344-5158 cvanderhei@horiconwi.gov	One (1) Tank
Village of Belgium	Dan Birenbaum	(414) 416-7085 dbirenbaum@belgiumwi.gov	Two (2) Tanks

Tank Owner	Contact	Phone | Email	# of Tanks
Village of Brooklyn	Leif Spilde	(608) 455-1842 spilde@brooklynwi.gov	One (1) Tank
Village of Hustisford	Kevin Neu	(920) 349-4512 kneu@hustisford.com	Two (2) Tanks
City of Monroe	Mike Kennison	(608) 558-4745 mkennison@cityofmonroe.org	One (1) Tank
City of Rice Lake	Chad Paulson	(715) 651-3374 chadp@ricelakeutilities.com	Two (2) Tanks
Village of Sussex	Jon Baumann	(262) 212-8322 jbaumann@villagesussex.org	Three (3) Tanks
City of Two Rivers	Andrew Sukowaty	(920) 324-7920 sschramm@waupunutilities.org	Two (2) Tanks
City of Waupun	Steve Schramm	(715) 423-6330 adam.breunig@wrwwlc.com	Three (3) Tanks
City of Wisconsin Rapids	Adam Breunig	(715) 679-0570 publicworks@biron.wi.gov	One (1) Tank

3. Cost:

Reservoir	Total Cost
Merrill Street Reservoir	**$1,500**
Scheuring Road Reservoir	**$1,500**

4. Schedule:

Reservoir	Estimated Timeframe to Complete
Merrill Street Reservoir	One (1) to Two (2) Days
Scheuring Road Reservoir	One (1) to Two (2) Days

Appendix

This Appendix provides the City of De Pere with the executed documents, submittal requirements, and additionally relevant information that is associated with this *Proposal for 2025 De Pere Reservoir Inspections;* the required forms and additionally relevant information include:

- 2025 Reservoir Inspections Proposal Form
- Certificate of Authority (State of Wisconsin)
- Certificate of Insurance
- ISO 9001:2015 Certification

2025 Reservoir Inspections Proposal Form

USG WATER SOLUTIONS

City of De Pere Water Utility
2025 Reservoir Inspections Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all the work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Merrill Street Reservoir Inspection: **$1,500.00**

Lump Sum Price for Scheuring Road Reservoir Inspection: **$1,500.00**

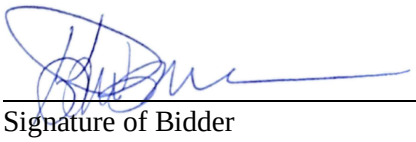
Utility Service Group Water Solutions, LLC (USG Water Solutions)
Legal Contractual Entity: Utility Service Co., Inc. (USCI)
Name of Firm

Perry Office: 535 General Courtney Hodges Boulevard, Perry, GA 31069
Atlanta Office: 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309
Address of Firm

Perry Office: (478) 987–0303
Atlanta Office: (855) 526–4413
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: **USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc. (USCI)** and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.



Signature of Bidder

March 20, 2025 (03/20/2025)
Date

Kent Beaver
Print or Type Name of Bidder

Director of Sales (Great Lakes Region)
Title

Estimated Start Date: **April 01, 2025 (04/01/2025)**

CERTIFICATE OF AUTHORITY

(STATE OF WISCONSIN)

USG WATER SOLUTIONS

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

CERTIFICATE OF AUTHORITY or REGISTRATION

Issued to

U.S.C., INC. (FICT NAME) UTILITY SERVICE CO., INC. (CORP NAME)

an organization formed under the laws of **GEORGIA**,

authorizing the organization to transact business in this state, effective **December 28, 2001**,

as a

☐ Foreign limited liability partnership, under sec. 178.45, Wis. Stats.

☐ Foreign limited partnership, under sec. 179.82, Wis. Stats

☒ Foreign corporation, under sec. 180.1503, 180.1504, 181.1503 or 181.1504, Wis. Stats.

☐ Foreign limited liability company, under sec. 183.1004 or 183.1006, Wis. Stats.

Date of Issue: **January 7, 2002.**

RAY ALLEN, Administrator
Division of Corporate & Consumer Services
Department of Financial Institutions

See reverse for more information

DFI/CORP/22(R 2/00)

CERTIFICATE OF INSURANCE

USG WATER
SOLUTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/07/2025

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

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

PRODUCER
Aon Risk Services Central, Inc.
St. Louis MO Office
4220 Duncan Avenue
Suite 401
St Louis MO 63110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Ascot Specialty Insurance Company	45055
INSURER B:	AXIS Surplus Insurance Company	26620
INSURER C:	Starr Indemnity & Liability Company	38318
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
USG AS Holdings LLC
535 General Courtney Hodges Blvd
Perry GA 31069 USA

COVERAGES **CERTIFICATE NUMBER:** 570111261801 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY**	Y		1000026018251	02/23/2025	02/23/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
C	**AUTOMOBILE LIABILITY**	Y		1000672993251 Auto (AOS)	02/23/2025	02/23/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
C	X ANY AUTO			1000672994251 Auto (MA)	02/23/2025	02/23/2026	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
C	**UMBRELLA LIAB** X OCCUR			1000588247251	02/23/2025	02/23/2026	EACH OCCURRENCE	$2,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$2,000,000
	DED RETENTION							
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			1000005268 (AOS)	02/23/2025	02/23/2026	X PER STATUTE OTH-ER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		1000005267 (IA,NC,NJ,NY,TX)	02/23/2025	02/23/2026	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

The City of De Pere WI, its elected and appointed officials, employees, agents, servants, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of De Pere, WI
925 South Sixth Street
De Pere WI 54115 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570111261801

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AGENCY CUSTOMER ID: 570000093965

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	USG AS Holdings LLC
POLICY NUMBER	
See Certificate Number: 570111261801	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570111261801	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		1000005264 (WI)	02/23/2025	02/23/2026		
C		N/A		1000005266 (CT,FL,MA)	02/23/2025	02/23/2026		
	OTHER							
B	E&O - Miscellaneous Professional-Primary			CM005697022024 Claims Made SIR applies per policy terms & conditions	06/02/2024	06/02/2025	Professional Liabili	$2,000,000
							Prof Liab Agg - All	$2,000,000

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 03/07/2025

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.

PRODUCER
Aon Risk Services Central, Inc.
St. Louis MO Office
4220 Duncan Avenue
Suite 401
St Louis MO 63110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000093965

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Casualty Company	20443
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
USG AS Holdings LLC
535 General Courtney Hodges Blvd
Perry GA 31069 USA

COVERAGES **CERTIFICATE NUMBER:** 570111261764 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC — BUILDING BROAD X SPECIAL — CONTENTS EARTHQUAKE WIND FLOOD Blkt PP Ded	7064293395 Property	02/23/2025	02/23/2026	BUILDING X PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE X BLANKET BUILDING X BLANKET PERS PROP BLANKET BLDG & PP	 Included $8,404,000 $6,272,305
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of De Pere, WI
925 South Sixth Street
De Pere WI 54115 USA

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

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central, Inc.

Holder Identifier :
CERTIFICATE NUMBER: 570111261764

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ISO 9001:2015 CERTIFICATION

USG WATER
SOLUTIONS

Bureau Veritas Certification

USG WATER SOLUTIONS LLC

535 Courtney Hodges Blvd Perry, GA 31069 USA

This is a multi-site certificate, additional site(s) are listed on the next page(s)

Bureau Veritas Certification Holding SAS - UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems

Original cycle start date:	**12-January-2018**
Expiry date of previous cycle:	**11-January-2024**
Certification / Recertification Audit date:	**11-November-2023**
Certification / Recertification cycle start date:	**12-January-2024**
Subject to the continued satisfactory operation of the organisation's Management System, this certificate expires on:	**11-January-2027**

Certificate No.: **US018948** Version: **1** Issue date: **05-December-2023**

UKAS MANAGEMENT SYSTEMS
0008

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate can be found by selecting or scanning the QR Code shown on the left.

USG WATER SOLUTIONS LLC

ISO 9001:2015

Scope of certification

Site Name	Site Address	Site Scope
USG Water Solutions LLC - HQ	535 Courtney Hodges Blvd Perry, GA 31069 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems
Site 1	1230 Peachtree St NE, Suite 1100 Atlanta, GA 30309 USA	
Site 10 - USCI - TEXAS	16002 Kitzman Road Cypress, TX 77429 USA	
Site 12 - USCI - CALIFORNIA	2240 E Cedar St Ontario, CA 91761 USA	
Site 13 - ODLE, INC.	1801 W 26th St Muncie, IN 47302 USA	
Site 14 - USCI - FLORIDA	10857 SW 91st Ave Ocala, FL 34481 USA	
Site 2 - USCI - ARKANSAS	12748 US Hwy 70 Proctor, AR 72376 USA	
Site 3 USCI - GEORGIA	141 Hicks Drive Perry, GA 31069 USA	
Site 4 - USCI - ILLINOIS & MAXCOR	900 Country Creek Dr New Lenox, IL 60451 USA	
Site 5 - USCI - JPI	6150 Center Road Lowellville, OH 44436 USA	
Site 6 - USCI - KANSAS	1259 S 220th Street Pittsburg, KS 66762 USA	
Site 7 - USCI - MA / MERITHEW	128 Elm Street Bridgewater, MA 02324 USA	

Certificate No.: **US018948** Version: **1** Issue date: **05-December-2023**

Brian Sanders

UKAS MANAGEMENT SYSTEMS 0008

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate can be found by selecting or scanning the QR Code shown on the left.

Bureau Veritas Certification

USG WATER SOLUTIONS LLC

ISO 9001:2015

Scope of certification

Site Name	Site Address	Site Scope
Site 9 - USCI - NORTH CAROLINA	200 Old Covered Bridge Rd Madison, NC 27025 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems

Certificate No.: **US018948** Version: **1** Issue date: **05-December-2023**

UKAS MANAGEMENT SYSTEMS 0008

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate can be found by selecting or scanning the QR Code shown on the left.

USG WATER SOLUTIONS

USG Water Solutions

1230 Peachtree Street NE, Suite 1100
Atlanta, GA 30309
(855) 526–4413
https://usgwater.com/

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Zygarlicke, Water Department Supervisor
Date: May 12, 2025

RE: Consideration and Possible Action on Merrill Reservoir and Scheuring Reservoir Inspections Project

The City is required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years.

The Merrill Street Reservoir is located at 1501 Merrill Street, is a 250,000-gallon ground storage reservoir, constructed in 1966. It was drained and inspected in 2020. The interior of the reservoir for this inspection will require a minimum wet inspection.

The Scheuring Road Reservoir is located at 1340 Scheuring Road, is a 250,000-gallon concrete ground storage reservoir that was constructed in 1982. It was drained and inspected in 2020. The interior of the tank for this inspection will require at a minimum a wet inspection.

The department has solicited twelve (12) companies for proposals and received the following quotes for performing the inspections:

Pittsburg Tank & Tower Group, of Henderson, KY	= $2,600.00
USG Water Solutions, of Sussex, WI	= $3,000.00
Water Tower Clean and Coat, Inc., of Lodi, WI	= $4,990.00
Badger State Inspection, LLC., of Osseo, WI	= $5,500.00
Dixon Engineering, Inc., of, Greenfield, WI	= $9,200.00
KLM Engineering, of Woodbury, MN	= $10,912.00
Complete Restoration, LLC., of Henderson, KY	= No Bid
James Orr Coating Inspection, LLC, of Madison WI	= No Bid
Lane Tank Company, Inc., of Menomonie, WI	= No Bid
MIDOC Diving & Marine, of Rapid City, SD	= No Bid

McMahon Associates, of Neenah, WI = No Bid

Underwater Construction Corporation, of Racine, WI = No Bid

The department reviewed the low-bid references for Pittsburg Tank & Tower Group, which came back unfavorably.

The department recommends approving the proposal from USG Water Solutions for the Merrill Street reservoir and Scheuring Road reservoir inspections for $3,000.00. The bid is under the 2025 total budgeted amount for this project of $10,000.00.

CITY OF DE PERE

Public Works Department

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

February 12, 2025

RE: Request for Proposals
2025 De Pere Reservoir Inspections

The City of De Pere is requesting a proposal from your firm to complete inspections of the Merrill Street reservoir and Scheuring Road reservoir. The City is required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years.

City of De Pere Merrill Street Reservoir

The City of De Pere Merrill Street Reservoir: located 1501 Merrill Street, is a 250,000-gallon ground storage reservoir, constructed in 1966 (See picture below). The overflow height of the reservoir is 17-feet (635.88 elev.). It was drained and inspected in 2020. The interior of the reservoir for this inspection will require a minimum **wet inspection**.

City of De Pere Scheuring Road Reservoir

The City of De Pere Scheuring Road Reservoir: located at 1340 Scheuring Road, is a 250,000-gallon concrete ground storage reservoir that was constructed in 1982 (See picture below). The overflow height of the reservoir is 17-feet (641.00 elev.). The diameter of the tank is 55-feet. It was drained and inspected in 2020. The interior of the tank for this inspection will require at a minimum a **wet inspection**.

Scope of Work:

1. Review existing drawings and as-built of reservoir and tower and any other pertinent information pertaining to the tanks.

2. Conduct all tank inspections to meet Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes **NR 810.14 Water storage facility inspections** requirement.

3. Prepare a final report showing the result of the reservoir or tank inspection(s). The report shall include a summary of the inspection and a list of any deficiencies in the reservoir or tank. The written report will include photos for the reservoir or tank inspection(s). The final report will contain recommendations for future work based on the results of this inspection.

4. Prepare reports for WDNR as required.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the contractor feel are necessary to complete the project.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 4:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Schedule:

The reservoir/standpipe inspections shall be completed by July 31, 2025.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore

or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000 per person/per accident.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damage resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The contractor shall take precautions to prevent damage to property and any underground lines and shall restore the site to the conditions existing prior to the start of the project, including the restoration of any damage to, or tracks left in grassy areas caused by large equipment. Topsoil, seed, and mulch landscape restoration will be required.

Additional Information:

- Sample consultant agreement is attached.

All proposals should include the following information:

1) Previous Experience: Past Work on projects of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all the work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the inspections and the anticipated start date on proposal sheet provided with this proposal to complete all work mentioned above.

Sealed proposals marked **"2025 De Pere Reservoir Inspections"** on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later than 2:00 p.m. on Thursday, March 20, 2025.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063 or ezygarlicke@deperewi.gov.

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility
2025 Reservoir Inspections Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all the work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Merrill Street Reservoir Inspection: $ 1,625.00 alone OR $1,300.00 together

Lump Sum Price for Scheuring Road Reservoir Inspection: $1,625.00 alone OR $1,300.00 together

Pittsburg Tank & Tower Group
Name of Firm

P.O. Box 1849 Henderson, KY 42419
Address of Firm

270-826-9000
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Pittsburg Tank & Tower Maintenance Company and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

2/20/25
Date

Jordan Ryks
Print or Type Name of Bidder

Executive Director of Sales
Title

Estimated Start Date: 5-6 weeks after notice to proceed

CITY OF DE PERE

Public Works Department

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

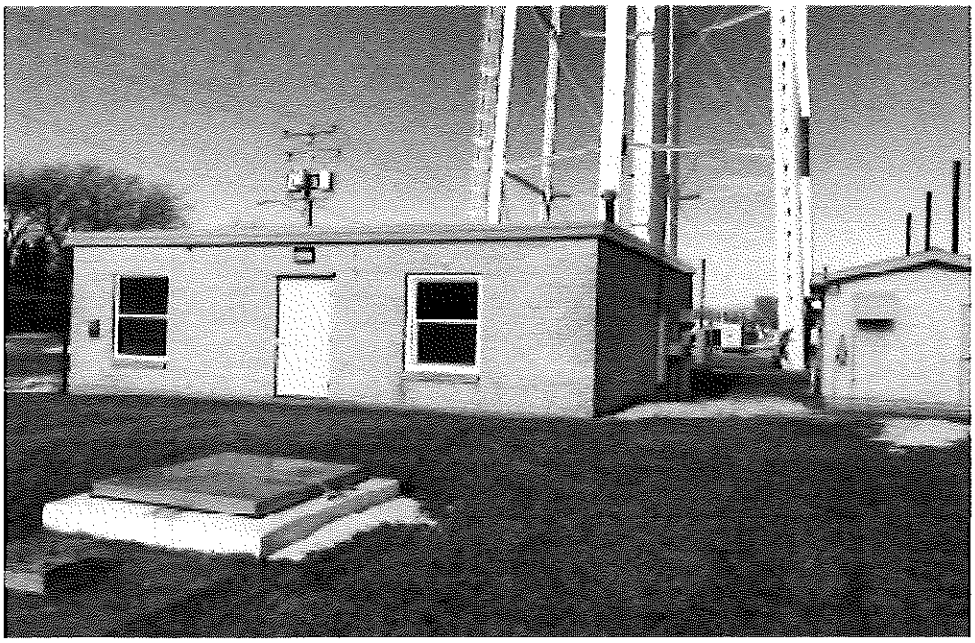
February 12, 2025

RE: Request for Proposals
2025 De Pere Reservoir Inspections

The City of De Pere is requesting a proposal from your firm to complete inspections of the Merrill Street reservoir and Scheuring Road reservoir. The City is required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years.

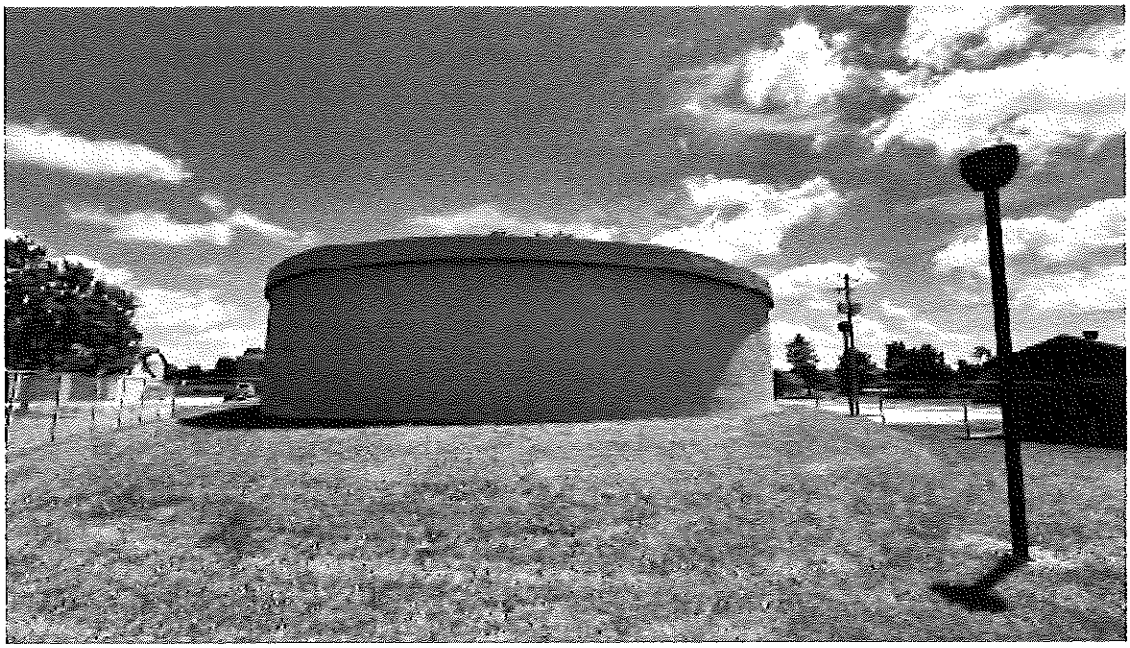
City of De Pere Merrill Street Reservoir

The City of De Pere Merrill Street Reservoir: located 1501 Merrill Street, is a 250,000-gallon ground storage reservoir, constructed in 1966 (See picture below). The overflow height of the reservoir is 17-feet (635.88 elev.). It was drained and inspected in 2020. The interior of the reservoir for this inspection will require a minimum **wet inspection**.



City of De Pere Scheuring Road Reservoir

The City of De Pere Scheuring Road Reservoir: located at 1340 Scheuring Road, is a 250,000-gallon concrete ground storage reservoir that was constructed in 1982 (See picture below). The overflow height of the reservoir is 17-feet (641.00 elev.). The diameter of the tank is 55-feet. It was drained and inspected in 2020. The interior of the tank for this inspection will require at a minimum a **wet inspection**.



Scope of Work:

1. Review existing drawings and as-built of reservoir and tower and any other pertinent information pertaining to the tanks.

2. Conduct all tank inspections to meet Wisconsin Department of Natural Resources (WDNR) requirements including Wisconsin Statutes **NR 810.14 Water storage facility inspections** requirement.

3. Prepare a final report showing the result of the reservoir or tank inspection(s). The report shall include a summary of the inspection and a list of any deficiencies in the reservoir or tank. The written report will include photos for the reservoir or tank inspection(s). The final report will contain recommendations for future work based on the results of this inspection.

4. Prepare reports for WDNR as required.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the contractor feel are necessary to complete the project.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 4:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Schedule:

The reservoir/standpipe inspections shall be completed by July 31, 2025.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore

or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements: Insurance Certificate Attached.

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000 per person/per accident.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damage resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The contractor shall take precautions to prevent damage to property and any underground lines and shall restore the site to the conditions existing prior to the start of the project, including the restoration of any damage to, or tracks left in grassy areas caused by large equipment. Topsoil, seed, and mulch landscape restoration will be required.

Additional Information:

- Sample consultant agreement is attached.

All proposals should include the following information:

1) Previous Experience: Past Work on projects of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all the work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the inspections and the anticipated start date on proposal sheet provided with this proposal to complete all work mentioned above.

Sealed proposals marked **"2025 De Pere Reservoir Inspections"** on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later than 2:00 p.m. on Thursday, March 20, 2025.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063 or ezygarlicke@deperewi.gov.

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility
2025 Reservoir Inspections Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all the work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Merrill Street Reservoir Inspection: $ 2495

Lump Sum Price for Scheuring Road Reservoir Inspection: $ 2,495

Water Tower Clean & Coat, Inc.
Name of Firm

W13280 Klamer Rd. Lodi, WI 53555
Address of Firm

608-234-8932
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Water Tower Clean and Coat and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

2/21/2025
Date

Sam Pagve
Print or Type Name of Bidder

Project Manager
Title

Estimated Start Date: April 1st 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/7/2024

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	CONTACT NAME: Timothy M Anthon
B SCHULTZ INSURANCE SERVICES LLC PO Box 283 Lodi, WI 53555	PHONE (A/C, No, Ext): (608)592-7863 FAX (A/C, No): (608)592-0268 E-MAIL ADDRESS: carrie@bschultzinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Erie Insurance	
INSURER B: James River Insurance Company	
INSURER C: Employers Mutual Casualty Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: WATER TOWER CLEAN & COAT, INC
PO Box 310
W13280 Klamer Rd
Lodi, WI 53555

COVERAGES **CERTIFICATE NUMBER:** **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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			00151592-0	1/8/2024	1/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			Q01-0831079	1/8/2024	1/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0617614	2/6/2024	2/6/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bryan W. Schultz

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BADGER STATE INSPECTION, LLC

Water Tower Specialist / Antenna, Evaluations, Inspection
P.O. Box 157 Osseo, WI 54758 (715)-533-8686

March 20th, 2025

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

By e-mail only

RE: Proposal to Provide a Partial Float-Down Inspection of the Merrill Street Reservoir and Scheuring Road Reservoir for the City of De Pere, Wisconsin.

Dear Mr. Thoresen,

BSI is pleased to submit this proposal to perform a partial float-down evaluation on the 250,000-gallon Merrill Street Reservoir and the 250,000-gallon Scheuring Reservoir located in De Pere, WI. The purpose of the inspection will be to determine the continuity of the existing coating systems inside and out. During our inspection, BSI will also note any structural issues that may be present and provide recommendations for our findings.

The report will meet the requirements of the WDNR (NR810.14). The inspection report will include a breakdown of structural issues, coating conditions, and observed unsafe OSHA conditions. The report will consist of color photographs to support our discoveries. The report will also include a recommendation for the recommended repairs.

BSI has extensive knowledge and experience in the field of water tower structural examination and coating evaluation. BSI will provide a NACE (National Association of Corrosion Engineers) Certified Coatings Inspector and an American Welding Society (AWS) Certified Welding Inspector for this evaluation. This training, plus years of experience in abrasive blasting (surface preparation) painting, rigging, welding, and inspecting, has given BSI a competitive edge for performing this type of work in a safe, professional, and effective manner.

BSI will provide a PDF copy of the inspection report, which will provide the following benefits:

1. Clearly state the actual condition of the coatings in the interior and the exterior.
2. Identify structural items to be completed immediately and items that can wait until the next reconditioning
3. Identify safety items not in compliance with OSHA.
4. Color photographs to substantiate the details of the report.
5. Provide a recommendation (timeline) for when the work should occur.

WORK PLAN

- **250,000 Gallon Merrill Street Reservoir (To be completed in 1 day)**
- **250,000 Gallon Scheuring Road Reservoir (To be completed in 1 day)**

Partial Float Down Inspection:

To perform the partial float-down inspections, De Pere personnel must have the water at or near the high-water level (HWL) at the start of the inspection. BSI will insert and inflate a sterilized rubber raft into the reservoir interior. While in the raft, the inspector will examine the interior structure and evaluate the integrity of the existing concrete surfaces and coating (if applicable). BSI will inspect the roof, roof structure, the tank shell, what we can be seen of the floor and all appurtenances such as vents, manways, and ladders. During the partial float inspection, our inspectors will notify De Pere personnel when to start draining and when to stop draining the reservoir. BSI is planning to drain down the reservoir 5-8' or to where the city is comfortable. This way we can assess the condition of the concrete and coating on the shell and the rest of the coating throughout the water. BSI will always provide a safety ladder and a lifeline in the roof manway for the interior inspector. BSI will inspect the reservoir and take notes and photos of any defective items found during the inspection. BSI will send you an inspection report with colored photo documentation along with the completed WDNR (NR810.14) inspection report.

The exterior will be inspected from all areas accessible without rigging unless otherwise written in this agreement. We will note the coating conditions of the exterior surfaces, and the report will note the quality of the existing coating and any defects found. Our structural examination will include the overflow pipe, vent, manway(s) and ladders and any other items attached to the reservoir. BSI will not be performing any destructive testing unless we have permission from the owner.

PARTIAL FLOAT DOWN FEE

250,000 Gallon Merrill Street Reservoir	**$2,750**
250,000 Gallon Scheuring Road Reservoir	**$2,750**
Total Cost	**$5,500**

This price does not include new gaskets, if needed, these will cost $150 apiece.
BSI plans to complete the inspection in one trip. If for some reason outside of BSI's control, BSI will be charging an additional $1000 for each additional day/trip.

TIME FRAME

This proposal is valid for sixty (60) days from March 20th, 2025. If the City of De Pere finds this proposal acceptable, please sign and return one copy. Once BSI receives the signed proposal, we will call to coordinate the start date of the project (Completed by July 31st, 2025). The anticipated start date is in April or early May of 2025. BSI will bill the City of De Pere when BSI sends the inspection and DNR report.

Please sign, date, and send this letter back to Badger State Inspection LLC. **BSI will not proceed with work on this project until we receive a signed contract.** If you have any questions, please call Kelly Mulhern, Owner of BSI, at 715-533-8686.

Please e-mail the signed proposals to Tmulhern@badgerstateinspection.com

Scott Thoresen	Director of Public Works De Pere, WI	Date

Sincerely,

Letaya Mulhern
Marketing Manager
715-533-5671
Badger State Inspection LLC
PO Box 157
Osseo, WI 54758

City of De Pere Water Utility
2025 Reservoir Inspections Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all the work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Merrill Street Reservoir Inspection: $ $2,750

Lump Sum Price for Scheuring Road Reservoir Inspection: $ $2,750

Badger State Inspection LLC
Name of Firm

PO Box 157, Osseo, WI 54758
Address of Firm

715-533-8686
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Badger State Inspection LLC and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Kelly C. Mulhern
Signature of Bidder

3/10/2025
Date

Kelly C. Mulhern
Print or Type Name of Bidder

3/10/2025
Title

Estimated Start Date: April 2025

BADGER STATE INSPECTION, LLC

Water Tower References

1) **Eden Prairie, MN**
Rick Wahlen
Manager of Utilities
14100 Technology Drive
Eden Prairie, MN 55344
(952) 949-8530

(BSI with WSB & Associates)
(1) 1.5 MG Hydropillar Reconditioning Project
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

2) **Arden Hills, Minnesota**
Jeff Frid
Public Works Superintendent
1245 Hwy 96 W
Arden Hills, MN 55112-5743
(651) 792-7852

(BSI with WSB & Associates)
(1) 0.75 MG Reconditioning Project
Multiple Antenna Reviews and Inspections

3) **Deforest, Wisconsin**
Greg Hall
Public Works Director
120 S. Stevenson St.
Deforest, WI 53532
(608) 807-7023

(BSI with WSB & Associates)
(2) 0.5 MG Reconditioning Projects
(1) 0.3 MG Reconditioning Project
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

4) **Osseo, Wisconsin**
Benjamin Ganther
Public Works Director
13712 8th Street
Osseo, Wisconsin 54758
(715) 579-2727

(1) 0.5MG Standpipe Reconditioning
(2) Water Tower Evaluations

5) **Savage, Minnesota**
Mike Klimers
Utility Services Superintendent
13770 Dakota Avenue
Savage, MN 55378
(952) 224-3442

(BSI with WSB & Associates)
(1) 1.0 MG New Tank Construction Observation
(1) 1.0MG Hydropillar Reconditioning Project
(1) 0.5 MG Reconditioning
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

6) **Elk River, Minnesota**
David Nino
ERMU Water Superintendent
13069 Orono Parkway
Elk River, MN 55330
(763) 635-1361

(BSI with WSB & Associates)
(1) 1.5 MG EWT New Tank Construction
(2) 1.0 MG EWT Reconditioning Projects
(1) Tower evaluation
(2) Well house reconditioning Projects
Multiple Antenna Reviews and Inspections

7) **Champlin, Minnesota**
David Stifter
Utilities Superintendent
11955 Champlin Drive
Champlin, MN 55316
(763) 458-8014

(BSI with WSB & Associates)
(2) 1.0MG Hydropillar Reconditioning Projects
(1) New Filter tank inspection Weld and Coating
(2) Water tower evaluations
Multiple Antenna Reviews and Inspections

8) **Grand Rapids, Minnesota**
Steven Mattson
Water and Wastewater Manager
P.O. Box 658
500 SE 4th Street
Grand Rapids, MN 55744
(218) 244-5092

(2) 0.5 MG Reconditioning Projects
(1) 0.75MG Hydropillar New Tank Construction
(1) 0.5 MG Spot Repair
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

9) **Brooklyn Center, Minnesota**
Michael Weber
Public Utilities Supervisor
6844 Shingle Creek Parkway
Hydropillar) Brooklyn Center, MN 55430
(763) 585-7104

(BSI with WSB & Associates)
(3) Reconditioning Projects (1.5 MG, 1.0 MG
0.5MG EWT)
(1) Spot repair and overcoat (1.0MN
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

10) **Inver Grove Heights, Minnesota**
Jim Sweeney
Utility Superintendent
Public Works Maintenance Facility
8168 Barbara Avenue
Inver Grove Heights, MN 55077

(1) 1,0MG Spheroid Reconditioning project
(1) 1.0 MG Hydropillar New Tank Construction
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

11) **Mahtomedi, Minnesota**
Robert Goebel
Mahtomedi Public Works
30 Long Lake Road
Mahtomedi, MN 55115
(651) 773-9730

(BSI with WSB & Associates)
(1) 0.5MG Spheroid New Tank Construction
(1) 0.5 MG Spheroid Reconditioning Project
(2) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

12) **Oakdale, Minnesota**
Jim Romanik
Public Works Manager
1584 Hadley Avenue North
Oakdale, MN 55128
(651) 730-2743

(1) 1.0 MG Hydropillar New Tank Construction
(1) 1.0 MG Hydropillar Reconditioning Project
(1) 0.750 MG Standpipe Recondition Project
(1) 0.5 MG Standpipe Reconditioning Project
(4) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

13) **St. Louis Park, Minnesota**
Mike Okey
Public Works Service Manager
7305 Oxford St.
St. Louis Park, MN 55416
(952) 924-21891

(BSI with WSB & Associates)
(1) 1.0 MG EWT Reconditioning Project
(4) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

14) Chanhassen, Minnesota
George Bender
Assistant City Engineer
7700 Market Center Boulevard
Chanhassen, MN 55317
(952) 227-1164

(BSI with WSB & Associates)
(1) 1.5 MG Hydropillar Reconditioning Project
(2) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

15) St. Paul Park, Minnesota
Kevin Walsh
City Administrator
600 Portland Avenue
St. Paul Park, MN 55071
(651) 459-9785

(2) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

16) Mendota Heights, Minnesota
Ryan Ruzek
Assistant City Engineer
1101 Victoria Curve
Mendota Heights, MN 55118
(651) 452-1850

(1) 1.0MG Hydropillar Reconditioning Project
(1) Water Tower Evaluation
Antenna Reviews and Inspections

17) Excelsior, Minnesota
Dave Wisdorf
Public Works Superintendent
339 3rd Street
Excelsior, MN 55331
(952) 474-3464

(BSI with WSB & Associates)
(1) 0.3 MG Spheroid Reconditioning Project
(1) 0.5MG GSR Reconditioning Project
(2) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

18) Wadena, Minnesota
David Evans
Light and Water Superintendent
104 Jefferson Street North
Wadena, MN 56482
(218) 631-7712

(1) 0.5 MG EWT Reconditioning Project
(1) Water Tower Evaluation
Multiple Antenna Reviews and Inspections

19) Eveleth, Minnesota
Michael Wiskow
Director of Public Works
P.O. Box 401
413 Pierce Street
Eveleth, MN 55734
(218) 744-7504

(1) 1.0 MG GSR Reconditioning Project
(3) Water Tower Evaluations

20) Lakeville, Minnesota
Ken Seurer
Utilities Superintendent
18400 Ipava Avenue
Lakeville, MN 55044
(952) 985-2700

(1) 2.0 MG GSR Reconditioning Project
(3) Water Tower Evaluations
Multiple Antenna Reviews and Inspections

21) Jamestown, North Dakota
Tyler Michel, Public Works Director
102 3rd Avenue S. Jamestown N.D.
58401 (701) 252-5900 Ext 126

(BSI with WSB & Associates)
(1) 1.5 MG Water tower Reconditioning
(1) 1 MG Oblitoid Power wash

22) Moorhead, Minnesota
Kris Knutson
Water Division Manager
Moorhead Public Service
500 Center Ave PO Box 779
Moorhead, MN 56560

(1) Lime Silo Reconditioning
(2) Lime Softening Basins

23) Tonka Bay, Minnesota
Robin Bowmen
Superintendent of Public Works
6901 Manitou Road
Tonka Bay, MN 55331
(952) 474-2947

(BSI with WSB & Associates)
(1) Water Tower Evaluation
(1) Lime Silo Reconditioning
(1) 250,000 EWT Reconditioning Project

24) Medina, Minnesota
Steve Sherer
Public Works Director
2052 County Rd 24
Hammel, MN
(763) 474-8842

(BSI with WSB & Associates)
(1) 500,000 EWT Reconditioning
Multiple Antenna Reviews and Inspections

25) Hibbing, Minnesota
Corey Lubovich
Director of Utility Operations
1902 6th Avenue East
Hibbing, MN 55746
(218) 969-7405

(1) 1.0 MG Hydropillar Reconditioning Project
(1) Water Tower Evaluations

26) Barron, Wisconsin
Jeremy Bow
Utility Manager
1303 E Division
Barron, WI 54812
(715) 537-3855

(1) 400,000 G Spheroid New Build

27) International Falls, Minnesota
Ted Brokaw
Director of Public Works
P.O. Box 831
International Falls, MN 56649
(218) 283-4403

(1) 500,000 G Reconditioning Project
(1) Water Tower Evaluation

28) Rice Lake, Wisconsin
Chad Paulson
Water Superintendent
320 W Coleman St
Rice Lake, WI 54868
(715) 234-7004

Multiple Antenna Reviews and Inspections

29) Riverdale, ND
AJ Tuck, Ulteig Engineering
419 Riverwood Drive
Bismarck, ND 58504
(701) 391-1041

(1) 300,000 Spheroid New Build

30) Circle Pines, MN
Patrick Antonen
City Administrator
200 Civic Heights Drive
Circle Pines, MN 55014

Multiple Antenna Reviews and Inspections
(1) Tower evaluation

31) Hilltop, MN
Ruth Nelsen
City Clerk-Administrator
4555 Jackson St NE
Hilltop, MN 55421
(612) 571-2023

Multiple Antenna Reviews and Inspections

32) Baraboo, WI
Wade Peterson
Utility Superintendent
450 Roundhouse Ct
Baraboo, WI 53913
(608) 355-2740

(1) 300,000 Spheroid Reconditioning
Multiple Antenna Reviews and Inspections

BADGER STATE
INSPECTION, LLC
"WE DO TANKS"

QUALIFICATIONS

Badger State Inspection, LLC (BSI) is a company specializing in water tower evaluations and other steel and concrete structures (stacks, pressure vessels, dams, and bridges). BSI provides specifications, full-time field inspection during reconditioning, and warranty inspections.

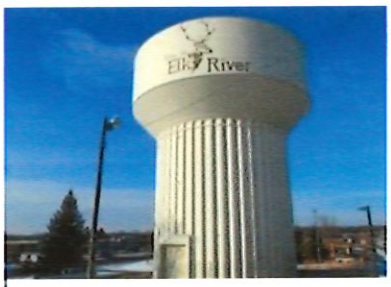
BSI also provides antenna services that include drawing reviews and inspections (shop, weld, and field coating) on antenna installations and upgrades on existing antenna installations. The years of field experience and philosophy is what sets BSI apart from the competition.

BSI documents all inspections with written reports and photographs.

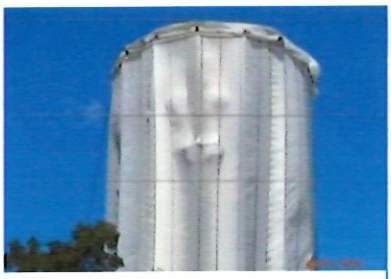
BSI has partnered with WSB & Associates, Inc. on the projects that require a registered Professional Engineer. We have partnered on many successful reconditioning projects throughout the State of Minnesota.

BSI is committed to providing professional inspection services on time and within budget. Using our extensive knowledge and years of experience in water tower inspections and antenna installation inspections, BSI will work together with the City of Hermantown to provide the City a properly surfaced, prepared and painted tower, and/or properly installed antennas.

BSI can set up and perform yearly tower inspections for each of your water towers. BSI would provide a yearly inspection checklist for each tower. This is a low cost inspection and not nearly as thorough as a float down evaluation.



Tower Evaluation



During Reconditioning

Completed Project

BADGER STATE INSPECTION, LLC
"WE DO TANKS"

Below is a list of the various work we have performed:

- Water tower evaluations
- 1.0 MG Hydropillar reconditioning projects
- 0.75 MG Hydropillar reconditioning projects
- 1.0 MG Hydropilliar spot repair and overcoat
- 0.75 MG Hydropilliar new tank construction
- 1.0 MG Hydropilliar new tank construction
- 1.0 MG EWT reconditioning projects
- 0.5 MG EWT reconditioning projects
- 5.0 MG GSR reconditioning projects
- 1.0 MG GSR reconditioning projects
- 0.5 MG GSR reconditioning projects
- 2.5 MG GSR reconditioning projects
- 0.5 MG Reconditioning projects
- 1.0 MG New tank construction
- 1.5 MG New tank construction
- 1.0 MG Spheroid reconditioning projects
- 0.5 MG Spheroid reconditioning projects
- 0.3 MG Spheroid reconditioning projects
- 0.5 MG Spheroid new tank construction
- 0.75 MG Standpipe reconditioning projects
- 0.5 MG Standpipe reconditioning projects
- 2.0 MG Standpipe reconditioning projects
- Filter tank reconditioning and inspections
- Multiple antenna reviews and inspections

Wyoming, MN New Tank Construction 750,000 EWT

BADGER STATE INSPECTION, LLC
"WE DO TANKS"

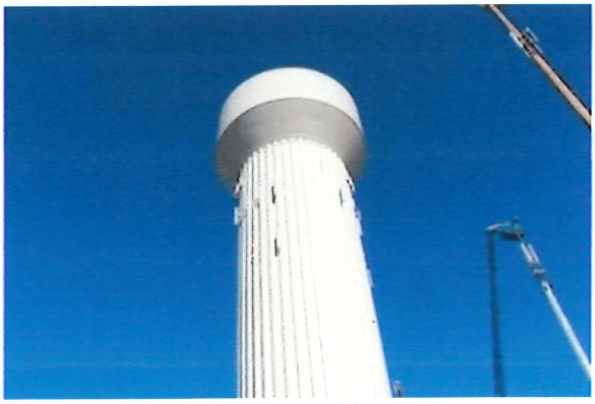
Why BSI?

- Experience
  - Thirty years of field and management experience
  - Tank evaluations
  - Reconditioning projects
  - Antenna drawing reviews and installation inspections
  - Water treatment facilities

- Knowledge
  - NACE certified since 1991
  - AWS-CWI certified since 1995
  - Familiar with all industrial coatings
  - Failure analysis
  - NDE (Non-Destructive Evaluation)

- Detailed
  - BSI performs 100% of the inspections and we do not cut corners.
  - Thorough inspections and documentation
  - BSI doesn't just sell the work, we perform the work (owner/operator)

- Reputation
  - Trustworthy
  - Honest
  - Fair
  - High quality of work
  - Safe
  - Effective communication with owners and contractors



Antenna installation

SPECIALTY QUALIFICATIONS

In addition to water storage towers, BSI is capable of inspecting:

- Bridges
- Filter tanks
- Pressure vessels
- Digesters
- Street lights
- Fire hydrants
- Fuel tanks
- Concrete storage tanks
- Lime silo and lime tanks

BSI employees have been trained in NDT (Non-Destructive Testing):

- Ultrasonic thickness (UT)
- Di-penetrant testing (DPT)
- Magnetic Particle Inspection (MP)
- Visual inspection

BSI can perform smaller owner-related projects:

- Installing safety climb devices on ladders
- Changing lights inside and aviation lights on top of the towers
- Removal of old abandoned antennas

Iron Manganese Filter tank

BADGER STATE INSPECTION, LLC
"WE DO TANKS"

HOW ARE WE DIFFERENT?

What makes BSI better than the competition?

- We developed many of the inspection methods and field forms that are used today by other firms.
- Over 30 years of experience performing field inspection and office management.
- We limit the number of clients I work with, giving each of our client's full attention on every project.
- My experience as both a field inspector and project supervisor give me an edge on what it takes to get the project completed on time and within budget.
- I am currently one of 30 inspectors in the entire United States that are both NACE and AWS-CWI certified. This allows me to perform both welding and coating inspections without changing inspectors.
- The size of the company allows us to not have the overhead that the larger inspection firms do; therefore, we can perform the work at a lower rate.
- Our firm has had firsthand experience with many different coating systems and have helped my clients resolve issues with products or poor workmanship issues.
- BSI has a reputation for providing a high quality product and the contractors whom work with BSI know what is expected so there are few surprises in the field.

Pipe gallery painting

Client#: 1866632 BADGESTA1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/03/2024

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.

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PRODUCER
USI Insurance Services, LLC
2021 Spring Drive, Suite 100
Oak Brook, IL 60523
312 442-7200

CONTACT NAME: Rachel Heiskell
PHONE (A/C, No, Ext): 312 442-7200 FAX (A/C, No):
E-MAIL ADDRESS: rachel.heiskell@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : Society Insurance A Mutual Company	15261
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Badger State Inspection, LLC
Mr. Kelly Mulhern
P. O. Box 157
Osseo, WI 54758

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ODXD05726208	10/01/2024	10/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR			WP21032362	09/23/2024	09/23/2025	EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WP21032362	09/23/2024	09/23/2025	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$100,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Kelly Mulhern, Owner

CERTIFICATE HOLDER

For Informational Uses

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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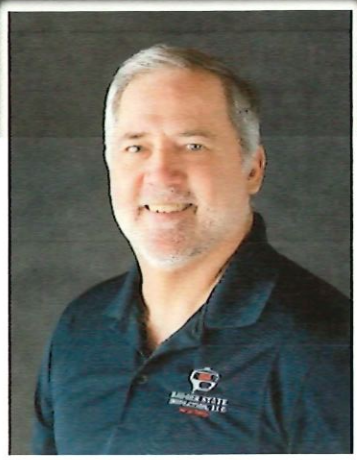
Kelly C. Mulhern, Owner
Badger State Inspection, LLC



Professional Summary

Badger State Inspection, LLC– Owner
May 2012 to Current
Project Manager with a 30+ year record of success overseeing all phases of million-dollar new water tower installations, reconditioning projects, antenna installations, tower evaluations, bridge recondition projects, dam recondition projects, water treatment facilities, and GAC repairs for municipal government, federal government, and private sector clients. Experience during my 30+ year career in inspection includes over 250 water tower reconditioning projects ranging from 50,000 gallon to 5.0 MG, performed over 500 water tower evaluations, and 1,000 antenna reviews and installations. As a project manager, I would manage up to eight inspectors and 10 to 12 projects at any given time. Backed by strong credentials, along with 30 years of field experience, a proven history of on-time, on-budget, and high-quality project completions has backed my success.

KLM Engineering Inc. – Consulting Engineering and Inspection Firm – Lake Elmo, Minnesota
1995 – May of 2012: Project Supervisor / Senior NACE Certified Coating Inspector / AWS-CWI Certified Welding Inspector-Supervisor

AEC Engineering, Inc. – Engineering and Inspection Firm – Minneapolis, Minnesota
1988 – 1995: NACE Certificated Coatings Inspector and AWS Certified Welding Inspector

Neumann Company Contractors, Inc. – Painting Contractor– Bridgeview, Illinois
1985 – 1988: Industrial Sandblaster and Painter

Education & Certifications

- Competent Person Training– Capital Safety Training for Fall Protection
- KLM Corporate Safety Training
- National Highway Institute-Safety Inspection of In-Service Bridges
- AWS Welding Inspector, Certification Course
- NDE Level II UT, PT, MT, VT and Vacuum Box
- AEC Corporate and Safety Training
- Hutchinson Technical College NDE Level I UT, PT and MT
- AMPP Coatings Inspector Certification (peer review) Certified
- ASNT Nondestructive Testing Course Level I Magnetic Particle
- AMPP Coatings Inspector Certification Program Levels I, II, & III
- University of Wisconsin, Marshfield, Wisconsin
- University of Wisconsin, Eau Claire, Wisconsin
- High School Diploma, Osseo-Fairchild High School, Osseo, Wisconsin

Associations

- American Welding Society (AWS) No. 95041101
- Association for Materials Protection and Performance (formerly NACE) No. 1692

Brian J. Kollmer, Inspector
Badger State Inspection, LLC

Professional Summary

Brian Kollmer has worked in the areas of quality control in the aircraft industry, inspection of surface preparation and application of protective coatings on structural steel, elevated water towers and steel ground storage reservoirs. Mr. Kollmer has training in lead abatement and confined space entry requirements.

His responsibilities include the inspection of structural modifications and repairs, surface preparation and coatings applications within established specifications and codes, maintenance of procedures for total job completion, recording ambient conditions and obtaining qualifications for enclosed space entry permits.

Brian has worked with fabricators and protective coating contractors, and is experienced in proper surface preparation, the field and shop application of a variety of coating systems. Brian has training in rigging and the installation of full containment and scaffolding systems for lead-based and non-leaded based paint removal projects.

Brian has experience in the shop inspection of the internal components and fiberglass wind turban blades for compliance with the customer's design specifications.

Employment Record

2016- Present	- Badger State Inspection
2012 – 2015	- Kollmer Consultants, Inc.
2000 - 2011	- Wipaire Corp.

Academic Credentials

- 2014 NACE International Coatings Inspector Level I
- 2019 NACE International Coatings Inspector Level II, 2019

AWS CAWI Inspector

Professional Credentials

AMPP (formerly NACE) – Certified Level III Coatings Inspector No. 44949

American Welding Society – AWS-CAWI No. 19120354

Principal Areas of Expertise

- Inspection and analysis of protective coatings
- Inspection and survey of structural conditions on steel and concrete structures

Professional Activities

- National Association of Corrosion Engineers (NACE)
- American Wind Energy Association (AWEA)

Logan T. Mulhern, Inspector

Badger State Inspection, LLC

Professional Summary

Logan Mulhern is an AMPP Level I Inspector with Badger State Inspection, LLC. Logan joined the team directly after high school graduation in 2019. His responsibilities include the inspection of structural modifications and repairs, surface preparations and coating applications within established specifications and codes. Logan is our lead spot-repair and evaluation inspector. He is trained in Floatdown, dry tank and exterior inspection as well as State DNR Reports.

Employment Record

2019-Present- Badger State Inspection, LLC
2017-2019- Osseo Automotive Group

Education and Professional Credentials

2024 AMPP (formerly NACE) – Certified Level I Coatings Inspector

Lift Operations and Safety Certified

Areas of Expertise

Inspection and analysis of protective coatings

Alex B. Watenphul, Inspector

Badger State Inspection, LLC

Professional Summary

Alex is a dedicated Army Reserve serviceman with 6 years of service, including one deployment. He is currently serving and excelling in the roles of Bridge Engineering, Helicopter Sling Load Inspections, and Conex Container Inspection. Alex demonstrates exceptional leadership by achieving the rank of E5/Sergeant in only 3 years. Alex is an AMPP Level I Inspector for Badger State Inspection. He is part of our spot-repair and evaluation team as well as shop inspection and field coating inspections. Alex has additional experience in the construction and transportation fields. His leadership qualities highlight any task he is given.

Employment Record

2019-Present- Badger State Inspection, LLC

2019-Present- United States Army Reserve

Education and Professional Credentials

Relevant Military Training

2024 AMPP (formerly NACE) - Certified Level 1 Coatings Inspector

Certifications in Bridge Engineering, Helicopter Sling Load Inspections, Conex Container Inspections

Lift Operations and Safety Certified

CDL Class A (Double and Triple trailers, Manual and Hazmat

Ongoing professional development in the Army Reserves

Dixon Engineering, Inc.

Engineering and Inspection Services for the Coating Industry

Request for Proposal to:

City of De Pere, Wisconsin

for

Professional Inspection Services

of

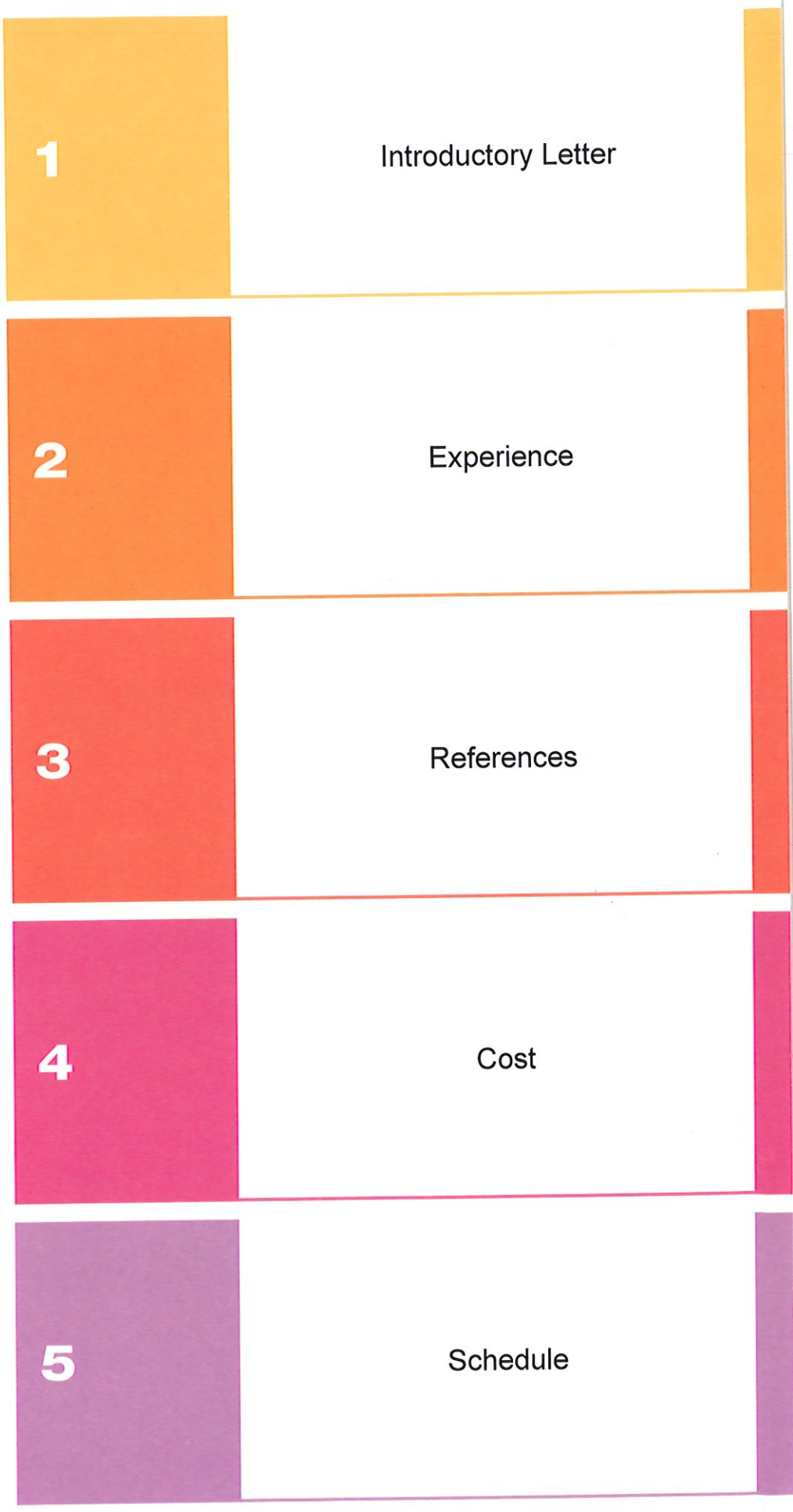
Merrill Street Reservoir & Scheuring Road Reservoir

Bid Due:
March 20, 2025 at 2:00 p.m.

4811 S. 76th Suite 109
Greenfield, WI 53220

Phone: (414) 529-1859
Fax: (414) 282-7830

www.dixonengineering.net
dixon@dixonengineering.net


1
Introductory Letter
2
Experience
3
References
4
Cost
5
Schedule

DIXON ENGINEERING, INC.

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

March 17, 2025

City of De Pere, Wisconsin
925 S. Sixth Street,
De Pere, WI 54115

Subject: Request for Proposal – 2025 Reservoir Inspections

Dixon Engineering Inc. (DIXON) is pleased to submit our proposal to the City of De Pere for inspection and engineering services of the 250,000-gallon reservoir located at 1501 Merrill Street and the 250,000-gallon reservoir located at 1340 Scheuring Road.

For more than 40 years, DIXON has provided consulting engineering services for over 1,500 water and wastewater rehabilitation, inspection, and recoating projects. DIXON has offices in Ohio, Kentucky, Wisconsin, Illinois, Iowa, and Indiana in addition to its headquarters in Lake Odessa, Michigan. Since its establishment in 1981, Dixon has been a pioneer in the fields of coating engineering, coating inspection, and regulatory compliance for the coatings sector. With a focus on water storage tanks, water systems, and wastewater treatment facilities, we provide a comprehensive structural and coating inspection program for steel and concrete architecture in the water industry.

All our inspections are performed in compliance with C652-19 Disinfection of Water Storage Facilities and AWWA Standard D Series (Storage) requirements regarding tank and tower inspections and reporting. DIXON currently staffs two (2) professional engineers registered in the State of Wisconsin. As part of our assessment, a complete DNR Form 3300-248 (Water Storage Facility Inspection Report) will be provided at the conclusion of each project.

If you have any questions regarding Dixon's qualifications and services, please contact me at (859) 325-0664 or mikebottom@dixonengineering.net.

FOR DIXON ENGINEERING, INC.,

Kayla Mulcahy

Kayla Mulcahy
Project Manager

DIXON ENGINEERING, INC.

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

CLIENT	CONTACT	TANK SIZE	PROJECT
Village of Arlington 590 Curtis Street Arlington, WI 53911	Tyler Schwenn (608) 635-4781	250,000 Double Ellipse	2023 Maintenance Inspection 2024 Weld Observation 2024 Paint Observation
City of Brookfield 2000 N. Calhoun Rd. Brookfield, WI 53005	Dan Erickson, P.E. (262) 787-3539	400,000 Spheroid (Industrial)	2022 Maintenance Inspection
		400,000 Spheroid (Burleigh)	2023 Maintenance Inspection
		507,000 Reservoir	2023 Maintenance Inspection
		250,000 Spheroid (Elmbrook Hospital)	2024 Maintenance Inspection
		585,000 Reservoir	2024 Maintenance Inspection
City of Fennimore 860 Lincoln Avenue P.O. Box 17 Fennimore, WI 53809	John Murray (608) 822-6119	300,000 Spheroid (East Tower)	2020 Maintenance Inspection 2024 Technical Specifications 2024 Contract Documents 2024 Weld Observation 2024 Paint Observation
Village of Fox River Grove 305 Illinois Street Fox River Grove, IL 60021	Tim Zintl (847) 639-8360	Media Filters WTP	2022 Paint Observation 2023 Warranty Inspection
		500,000 Spheroid	2021 Warranty Inspection
Village of Grafton 1900 9th Avenue P.O. Box 144 Grafton, WI 53024	Brecken Gries (262) 375-5331	200,000 Spheroid (Tower 1)	2021 Security Inspection 2023 Security Inspection
		300,000 Spheroid (Tower 2)	2021 Security Inspection 2023 Security Inspection
		300,000 Spheroid (Tower 3)	2021 Security Inspection 2023 Maintenance Inspection
Green Bay Water Utility 631 S. Adams Street P.O. Box 1210 Green Bay, WI 54305	Brian Powell, P.E. (920) 448-3497	2,000,000 Reservoir (North Finger Road)	2024 Maintenance Inspection
		2,000,000 Reservoir (South Finger Road)	2024 Maintenance Inspection
		2,000,000 Standpipe	2024 Maintenance Inspection
		4,000,000 Reservoir	2024 Maintenance Inspection
		50,000 Sphere	2024 Maintenance Inspection
		150,000 Double Ellipse	2024 Maintenance Inspection
		500,000 Hydropillar	2024 Maintenance Inspection
		750,000 Spheroid	2024 Maintenance Inspection

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CLIENT	CONTACT	TANK SIZE	PROJECT
Village of Howard 1336 Cornell Road Green Bay, WI 54313	Geoff Farr (920) 434-4060	1,000,000 Spheroid (Shawano)	2023 Maintenance Inspection
Village of Kohler 319 Highland Drive Kohler, WI 53044	Brett Edgerle (920) 459-3881	250,000 Double Ellipse	2021 Technical Specifications 2021 Contract Documents 2022 Paint Observation 2023 Warranty Inspection 2024 Warranty Repairs
Kohler Company N7650 Lake Shore Road Sheboygan, WI 53083	Steve Ziegelbauer (920) 457-4441	250,000 Double Ellipse (North)	2022 Paint Observation 2023 Warranty Inspection 2024 Warranty Repairs
		250,000 Double Ellipse (Middle)	2022 Paint Observation 2023 Warranty Inspection 2024 Warranty Repairs
Village of McFarland 5115 Terminal Drive McFarland, WI 53558	Lee Igl (608) 838-7287	750,000 Spheroid	2022 Maintenance Inspection
		500,000 Spheroid	2022 Maintenance Inspection 2023 Paint Observation 2024 Warranty Inspection
City of Medford 639 S. 2nd Street Medford, WI 54451	Joe Harris (715) 965-0492	400,000 Spheroid	2022 Maintenance Inspection
		500,000 Spheroid (Broadway)	2022 Maintenance Inspection
City of Mosinee 225 Main Street Mosinee, WI 54455	Kevin Breit (715) 693-3840	400,000 Spheroid	2022 Technical Specification 2022 Contract Documents 2022 Paint Observation 2022 Antenna Management
		225,000 Reservoir	2023 Maintenance Inspection
Village of Mundelein 1610 S. Milwaukee Ave. Libertyville, IL 60048	Paul Cacioppo (847) 949-3273	1,000,000 Toroellipse	2022 Technical Specifications 2022 Contract Documents 2023 Paint Observation
		1,000,000 Reservoir (Route 176)	2024 Maintenance Inspection
		1,000,000 Reservoir (Campus Drive)	2024 Maintenance Inspection
		1,000,000 Reservoir (Winchester Road)	2024 Maintenance Inspection
		1,250,000 Spheroid	2024 Maintenance Inspection
		500,000 Double Ellipse	2024 Leak Inspection
		500,000 Reservoir	2024 Maintenance Inspection

DIXON ENGINEERING, INC.

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CLIENT	CONTACT	TANK SIZE	PROJECT
Neenah Water Utility 211 Walnut Street Neenah, WI 54956	Anthony Mach (920) 886-6196	500,000 Spheroid	2023 Maintenance Inspection
		1,500,000 Composite	2023 Technical Specifications 2023 Contract Documents 2023 Weld Observation 2023 Paint Observation 2024 Warranty Inspection
City of Negaunee 319 W. Cass Street Negaunee, MI 49866	Mark Daavettila (906) 475-9991	300,000 Gallon Toroellipse	2022 Maintenance Inspection 2023 Technical Specifications 2023 Contract Documents 2023 Paint Observation 2024 Warranty Inspection
City of New London 400 N. Water Street New London, WI 54961	Mike Pinch (920) 982-8516	300,000 Spheroid (Industrial)	2021 Maintenance Inspection 2022 Security Inspection 2023 Security Inspection 2024 Security Inspection
		400,000 Spheroid (Floral Hill)	2021 Security Inspection 2022 Maintenance Inspection 2023 Security Inspection 2024 Security Inspection
		500,000 Spheroid (Orville)	2023 Security Inspection 2024 Technical Specifications 2024 Contract Documents 2024 Weld Observation 2024 Paint Observation
Oakhill Correctional Institute 512 County Hwy M Oregon, WI 53575	Terry Yanske (608) 835-3101	280,000 Gallon Reservoir	2022 Paint Observation 2023 Warranty Inspection
Village of Pewaukee 1000 Hickory Street Pewaukee, WI 53072	David Buechl P.E. (262) 691-5660	200,000 Spheroid	2021 Maintenance Inspection 2024 Technical Specifications 2024 Contract Documents 2024 Weld Observation 2024 Paint Observation
Racine Water & Wastewater Utilities 800 Center St., Room 227 Racine, WI 53403	Michael Gitter P.E. (262) 636-9430	1,500,000 Radial Arm	2024 Maintenance Inspection
		3,000,000 Reservoir	2024 Maintenance Inspection

DIXON ENGINEERING, INC.

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

CLIENT	CONTACT	TANK SIZE	PROJECT
City of South Milwaukee 100 Marshall Avenue P.O. Box 130 South Milwaukee, WI 53172	Ben Huffman (414) 768-8070	1,000,000 Composite	2021 Maintenance Inspection 2023 Technical Specifications 2023 Contract Documents 2023 Paint Observation 2024 Warranty Inspection
		856,000 Clearwell (East)	2024 Maintenance Inspection
		856,000 Clearwell (West)	2024 Maintenance Inspection
Stevens Point Water Department 300 Bliss Avenue P.O. Box 243 Stevens Point, WI 54481	Eric Southworth (715) 342-4846	73,000 Reservoir (Chamber #2 Well #11)	2023 Maintenance Inspection
		97,000 Reservoir (Chamber #1 Well #11)	2023 Maintenance Inspection
City of Waupun 817 S. Madison Street Waupun, WI 53963	Steve Schramm (920) 210-0079	60,000 Clearwell	2024 Maintenance Inspection
		500,000 Reservoir	2024 Maintenance Inspection
Waupun Correctional 400 S. Drummond Street Waupun, WI 53963	John Schulz (920) 324-7215	100,000 Double Ellipse	2022 Paint Observation 2023 Warranty Inspection 2024 Warranty Repairs
City of Wauwatosa 11100 W. Walnut Road Wauwatosa, WI 53226	Adam Florin (414) 471-8480	1,000,000 Spheroid	2024 Maintenance Inspection
		2,500,000 Toroellipse	2023 Maintenance Inspection 2024 Technical Specifications 2024 Contract Documents 2024 Weld Observation 2024 Paint Observation
City of West Allis 6300 W. McGeoch Ave West Allis, WI 53219	Karyn Rittenhouse (414) 302-8828	1,500,000 Spheroid	2023 Security Inspection 2024 Security Inspection
		1,500,000 Toroellipse	2023 Security Inspection 2024 Security Inspection
		4,000,000 Reservoir	2024 Maintenance Inspection

DIXON ENGINEERING, INC.

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-185
Fax: (414) 282-7830

City of Mosinee, Wisconsin

ROV
Maintenance Inspection
225,000 Gallon Concrete Reservoir

Inspection Date:
July 19, 2023

Owner Contact:
Kevin Breit
(715) 693-2275
publicworks@mosinee.wi.us

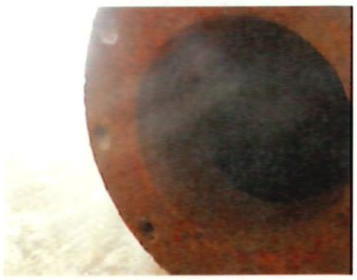
Dixon Staff:
Project Manager: Kayla Mulcc
Engineer: James V. Rowley, P.E
Inspection: Austin Willette, Josh Grover, Ryan Szczepaniak

Inspection Summary:
On July 19, 2023, Dixon Engineering, Inc. performed a maintenance inspection on the 225,000-gallon concrete reservoir owned by the City of Mosinee, Wisconsin. Purposes of the inspection were to evaluate the interior and exterior coatings' performance and life expectancy, assess the condition of concrete surfaces and the reservoir's appurtenances, review safety and health aspects and make budgetary recommendations for continued maintenance of the reservoir. The inspection was performed from existing ladders and platforms with no special rigging and no disassembly of any items was conducted by the inspector.

The roof was inspected from an inflatable raft while the tank was at or near the high-water level. The wet interior inspection was completed with a remotely operated vehicle (ROV).

General Conclusions:
The exterior concrete is in good condition overall. There are a few cracks on the roof tiles and sidewalls. There are no spalls. The exterior concrete is not coated. The coating on the exterior metal appurtenances is an unknown system. The coating is in fair condition overall. Coating deterioration consists of spot failures to the substrate with rust undercutting. The coating failures are moderate.

The interior concrete is in good condition overall. There are a few cracks on the roof and sidewall. There are a few spalls on the sidewall near the roof. The interior concrete is not coated. The interior metal appurtenances are coated not coated.

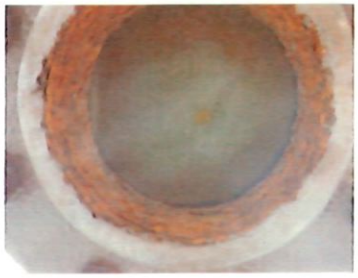


As part of our project administration services, DIXON provided a completed DNR Form 3300-248 (Water Storage Facility Inspection Report) for the tank. The document was finalized and signed on September 7, 2023.

Immediate Recommendations:
The Wisconsin DNR may allow some of the required changes to be delayed until the next paint project. These items are listed as immediate work since they are currently out of compliance.

Install screens at the overflow pipe discharges to meet current Wisconsin DNR requirements.

Modifying the overflow discharge for the pipe that has an air gap of less than 12 inches is not practical for this structure. A waiver should be sought from Wisconsin DNR for compliance.



Install a 24-inch concrete curb on the roof hatches to meet current Wisconsin DNR requirements. Replace the roof hatch with a prefabricated hatch that has an elevated neck and an overlapping cover.

Replace the roof vent screens to meet current Wisconsin DNR requirements.

DIXON ENGINEERING, INC.

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-185
Fax: (414) 282-7830

Hartford Water Utility, Wisconsin

ROV
Maintenance Inspection
130,000 Gallon Concrete Reservoir
(Clearwell Well 16)

Inspection Date:
January 22, 2024

Owner Contact:
Brian Rhodes
(262) 670-3710
brhodes@hartfordutilities.org

Dixon Staff:
Project Manager: Kayla Mulcahy
Engineer: James V. Rowley, P.E.
Inspection: Joseph T. Hoban, Josh Grover

Inspection Summary:
On January 22, 2024, Dixon Engineering, Inc. performed a maintenance inspection on the 130,000 gallon concrete Clearwell (Well 16) owned by the Hartford Water Utility in Hartford, Wisconsin. Purposes of the inspection were to evaluate the interior and exterior coatings' performance and life expectancy, assess the condition of concrete surfaces and the reservoir's appurtenances, review safety and health aspects and make budgetary recommendations for continued maintenance of the reservoir.

The wet interior inspection was completed with a remotely operated vehicle (ROV). No cleaning was performed in the wet interior during the ROV inspection.

General Conclusions:
The reservoir is located under the building. The building is also the reservoir roof. Part of the exterior concrete sidewalls are covered with a brick facade. The facade and roof are in good condition with no significant deterioration. The exterior metal appurtenances are coated in an unknown system that is in fair condition overall. Coating deterioration consists of spot failures to the substrate. The coating failures are minor.

The interior concrete is in good condition with no cracks or spalls. The interior concrete is not coated. The interior metal appurtenances are coated in an unknown system that is in fair condition overall. Coating deterioration consists of spot failures to the substrate. The coating failures are minor.

As part of our project administration services, DIXON provided a completed DNR Form 3300-248 (Water Storage Facility Inspection Report) for the tank. The document was finalized and signed on March 4, 2024.

Recommendations:
Schedule regular cleanings and inspections of the reservoir by an independent third party once every five years as recommended by AWWA.

DIXON ENGINEERING, INC.

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-185
Fax: (414) 282-7830

City of South Milwaukee, Wisconsin

ROV & Float
Maintenance Inspection
856,000 Gallon Concrete Reservoir
(East Clearwell)

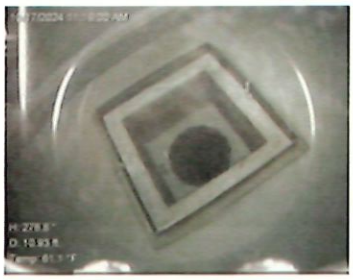
Inspection Date:
October 17, 2024

Owner Contact:
Ben Huffman
(414) 768-8180
bhuffman@smwwtf.us

Dixon Staff:
Project Manager: Kayla Mulcc
Engineer: Joseph T. Hoban, P.E
Inspection: Josh Grover, Lane Tremblay, Micheal Sedlmayer

Inspection Summary:
On October 17, 2024, Dixon Engineering, Inc. performed a maintenance inspection on the 856,000 gallon concrete water storage reservoir (East Clearwell) owned by the City of South Milwaukee, Wisconsin. Purposes of the inspection were to evaluate the interior and exterior coatings' performance and life expectancy, assess the condition of concrete surfaces and the reservoir's appurtenances, review safety and health aspects and make budgetary recommendations for continued maintenance of the reservoir. The inspection was performed from existing ladders and platforms with no special rigging and no disassembly of any items was conducted by the inspector.

The wet interior inspection was completed with a remotely operated vehicle (ROV). The roof was inspected from an inflatable raft while the tank was at or near the high-water level. No cleaning was performed in the wet interior during the ROV inspection.



General Conclusions:
The exterior concrete is in good condition overall. There are a few cracks on the roof and sidewall. The deterioration consists of mostly hairline cracks with efflorescence present on the sidewall. The exterior concrete coating is an unknown system. The coating is in good condition with no significant deterioration. The coating on the exterior metal overflow pipe is an unknown system. The coating is in good condition with no failures.

The interior concrete is in good condition overall. There are a few cracks on the roof and sidewall. The deterioration consists of mostly hairline cracks with efflorescence present. The interior concrete is not coated. The interior metal appurtenances are not coated.

As part of our project administration services, DIXON provided a completed DNR Form 3300-248 (Water Storage Facility Inspection Report) for the tank. The document was finalized and signed on November 20, 2024.

Immediate Recommendations:
The Wisconsin DNR may allow some of the required changes to be delayed until the next paint project. These items are listed as immediate work since they are currently out of compliance.

Replace the corroded roof vent to meet current Wisconsin DNR requirements.

Current Wisconsin DNR requirements state that the ladder is to start 12 feet above the ground. Since the ladder is properly secured with a vandal guard it may be possible that a waiver may be granted for this non-compliance item.

Install a grate over the draw pipe sump in the wet interior to meet current Wisconsin DNR requirements.

City of De Pere Water Utility
2025 Reservoir Inspections Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all the work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Merrill Street Reservoir Inspection: *$4,600*

Lump Sum Price for Scheuring Road Reservoir Inspection: *$4,600*

Dixon Engineering, Inc.
Name of Firm

4811 S. 76th St., Suite 109, Greenfield, WI 53220
Address of Firm

(414) 429-3430
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: *Dixon Engineering, Inc.* and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Kayla Mulcahy
Signature of Bidder

3/12/2025
Date

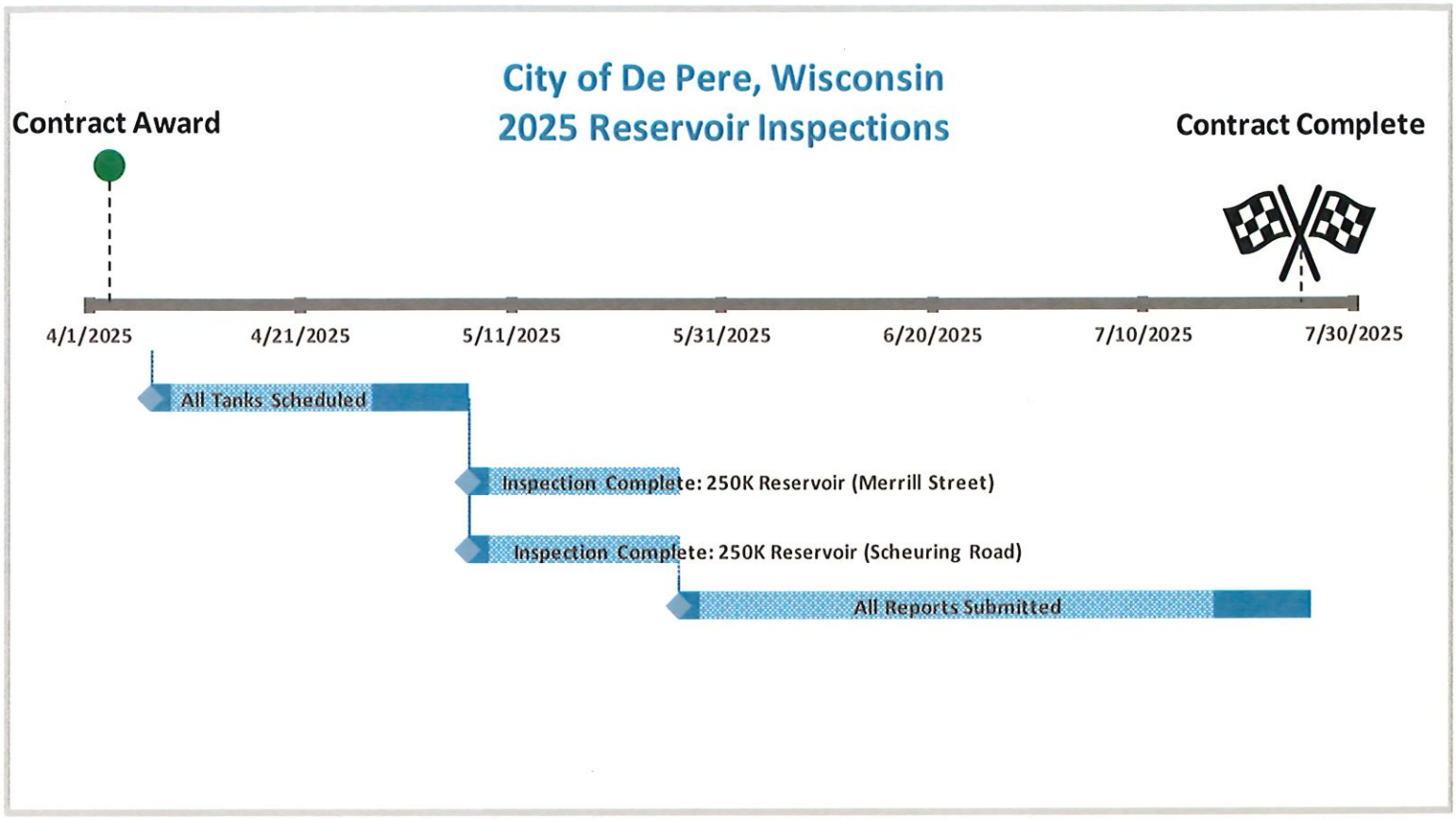
Kayla Mulcahy
Print or Type Name of Bidder

Project Manager
Title

Estimated Start Date: *4/3/2025*

DIXON ENGINEERING, INC.

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830



These are estimated dates and may need adjusted based on DIXON's updated inspection schedule at time of contract

Tasks

Start	End	Duration	Task
4/7/2025	5/6/2025	30	All Tanks Scheduled
5/7/2025	5/26/2025	20	Inspection Complete: 250K Reservoir (Merrill Street)
5/7/2025	5/26/2025	20	Inspection Complete: 250K Reservoir (Scheuring Road)
5/27/2025	7/25/2025	60	All Reports Submitted

Milestones

Date	Milestone
4/3/2025	Contract Award
7/25/2025	Contract Complete

City of De Pere Water Utility
2025 Reservoir Inspections Proposal

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Lump Sum Price for Merrill Street Reservoir Inspection: $ 5,456.00

Lump Sum Price for Scheuring Road Reservoir Inspection: $ 5,456.00

KLM Engineering, Inc.

Name of Firm

1976 Wooddale Drive, Suite 4, Woodbury MN 55125

Address of Firm

651-773-5111

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: KLM Engineering, Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Dan Popehn

Signature of Bidder

March 14, 2025

Date

Dan Popehn

Print or Type Name of Bidder

Director of Business Development

Title

Estimated Start Date: 2025 Season

KLM Engineering Inc.
WATER TOWER SPECIALISTS

Corporate Office
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

March 14, 2025

Sent via Email Only

Scott J. Thoresen P.E.
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

RE: 250,000-Gallon Concrete Ground Storage Reservoir "Merrill Street Reservoir"
250,000-Gallon Concrete Ground Storage Reservoir "Scheuring Road Reservoir"
De Pere, Wisconsin

Dear Scott:

KLM is pleased to submit this proposal for the remote operated vehicle (ROV) evaluation of the above-referenced water storage tank.

KLM Engineering provides AMPP/NACE and AWS trained inspectors, certified in competent climbing, having experience and working knowledge of the Occupational Safety and Health Standards (OSHA), American Water Works Association (AWWA), American Concrete Industry (ACI) and State Regulations.

KLM Engineering provides evaluation reports that are reviewed by an engineer who has authored the report and/or were written under the engineer's direct supervision.

PREVIOUS EXPERIENCE

KLM Engineering performs around 250 evaluations of water towers and water storage tanks each year. The size range is between 2,500-gallons and 16,000,000-gallons. The evaluation types include Remote Operated Vehicle (ROV), Dry Tank Cleanout (DTCO), and Annual Sanitary Surveys. We have the experience and reputation in the industry that clients appreciate.

REFERENCES

Please find the references below that are similar projects to the evaluations needed this year in De Pere. KLM is confident we will service De Pere's tanks in a similar fashion.

City of De Pere, WI
Enterprise Reservoir | 1.25 MG GSR

Evaluation | 2023

Scott Thoresen
920-339-8095

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City of Sheboygan, WI
Erie Ave N. Reservoir | 3.0MG GSR

Evaluation | 2024

Dave McMillan
920-459-3839

City of Plymouth, WI
Reservoir Tank No.3 | 0.86 MG GSR

Evaluation | 2024 and 2019

Matt Schultz
920-893-1471

City of Durand, WI
Reservoir No.1 | 0.4 MG GSR

Evaluation | 2022 and 2017
Maintenance and Cleaning | 2017

Matthew Gilles
715-672-8770

City of Fond du Lac, WI
Johnson Street | 0.5 MG GSR

Cleanout | 2022
Evaluation | 2016

Kathryn Scharf
920-322-3682

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DOCUMENTATION

KLM will provide the Owner with an evaluation report, which will provide the following benefits:

1. Complete and submit WI DNR Form 3300-248 to the Owner.
2. Clearly stating the actual condition of the reservoir.
3. For coated reservoirs, provide a life expectancy estimate of the coatings and/or an estimated timeline for coating replacement.
4. Identify structure deficiencies and recommended repairs to bring the reservoir into compliance with ACI, AWWA and OSHA requirements.
5. Provide a schedule for performing recommended maintenance work.
6. Identify the quantity of sediment and recommend a timeline for cleanout, if warranted.
7. Include color photographs identifying current conditions and any required repairs.
8. Recommend a timeline for future evaluations.

The evaluation report will be provided to the Owner in digital format (pdf). After which, KLM will contact the Owner to discuss the report and answer any questions.

SCOPE OF WORK

ROV Evaluation

KLM plans to utilize a two-man crew and a remote operated vehicle (ROV) to perform the evaluation. This evaluation method can be performed in one day.

KLM will provide inspectors who are properly trained and qualified to perform this type of evaluation. KLM inspectors will place a disinfected ROV and tether into the reservoir for the interior evaluation of the roof, walls, partition walls, floor, piping and valves. Photos will be taken with an underwater camera, which will show the structure conditions and quantity of sediment. The interior of the inlet pipe is excluded from the evaluation, unless otherwise written into this Agreement.

Exterior and Interior Evaluation

The exterior and interior evaluation is critical to determine whether there are any structure deficiencies and items out of OSHA compliance.

The exterior will be evaluated from all areas accessible without rigging, unless otherwise written into this Agreement. Coating conditions of both the interior and exterior piping and reservoir coatings, when applicable, will be examined using dry film thickness (DFT) and standard ASTM tests.

Interior and Exterior:

- Roof structure (size and style).
- Vents (size and style).
- Roof manways (size and style).
- Ventilation manways (size and style).
- Overflow weir and pipe (size and style).
- Support column (size and style).
- Capacity level and head range.
- Inlet/outlet pipe.

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- Mud ring.
- Site dimensions.
- Safety considerations.
- Drains.
- Floor condition.
- Pitting on piping.
- Ladders, cages, platforms and handrails.
- Base pad condition, including Flexcell and grout.
- Screens on vents and overflows.
- Overflow air breaks, splash pads and drainage.
- Safety devices.

OWNER'S RESPONSIBILITIES

The Owner's personnel shall also be responsible for:

- Set the water at, or near, the high-water operating level.
- Cease the water inlet and outlet operation during the ROV evaluation.
- Taking and testing water samples, as required.
- Providing information on the reservoir, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. This information is most useful if obtained prior to the reservoir evaluation.

FEES

The fee for the above-referenced scope of work is:

Merrill Street Reservoir	$5,456.00
Scheuring Road Reservoir	$5,456.00
TOTAL	$10,912.00

The fee for gasket installation on state-required wet access manway is $100.00.

Lead or chromium testing on any piping or steel components will be $800.00 additional.

It is the responsibility of the Owner to make sure that the tank is prepared for the evaluation per the schedule agreed to in advance by both parties. In the event KLM arrives on site and the tank is not ready, a second day will be charged as additional time and materials.

Should the tank be deemed unsafe by our evaluators, we reserve the right to revise the proposal to include necessary equipment and measures to ensure safe access to complete the scope of work. The revised proposal would be subject to Owner approval.

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between the City of De Pere and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

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AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If the City of De Pere finds the proposal acceptable, please sign and return it by mail, fax or email. By signing and returning this signature page only, you agree to the terms of the entire proposal document submitted. When KLM receives the signed proposal, we will contact the Owner to coordinate an evaluation date. Upon delivery of the report to the Owner, an invoice will be submitted according to the terms of this Agreement.

This Agreement, between De Pere, Wisconsin and KLM Engineering, Inc. is accepted by:

CITY OF DE PERE **925 South Sixth Street** **De Pere, WI 54115**	**KLM ENGINEERING, INC.** **1976 Wooddale Drive, Suite 4** **Woodbury, MN 55125**
_____ Signature	_____ Signature
_____ Name	Dan Popehn Name
_____ Title	Director of Business Development Title
_____ Date	March 14, 2025 Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Dan Popehn
Director of Business Development
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
Cell: 612-743-3102
Email: dpopehn@klmengineering.com

Attachment: KLM Terms and Conditions

Rev 2025.02.27

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KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the "Agreement"). The Agreement may not be modified except by mutual agreement in writing.

2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.

3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client's behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.

4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.

5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.

6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.

7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

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WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.

9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.

10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.

11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

    The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

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12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

13. **DELAYS**. If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.

14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.

15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.

16. **KLM'S DOCUMENTS**. All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.

17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.

18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.

19. **NONDISCRIMINIATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**

21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized represen**tatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

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22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.

23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.

25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2023

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	CONTACT NAME: RM Home Office	
TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401	PHONE (A/C, No, Ext): 319-366-2723	FAX (A/C, No): 877-810-6374
	E-MAIL ADDRESS: certs@truenorthcompanies.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford	20478
INSURER B : Western National Mutual Insurance Company	15377
INSURER C : Underwriters at Lloyd's, London (Illinois)	15792
INSURER D : Western National Assurance Company	24465
INSURER E :	
INSURER F :	

INSURED
KLM Engineering, Inc.
1976 Wooddale Drive, Suite 4
St. Paul MN 55125
<KLMENG-01>

COVERAGES CERTIFICATE NUMBER: 1899212641 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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			CPP 1276940	5/2/2023	5/2/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X HPO SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CPP 1276056	5/2/2023	5/2/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HPO Limit/Deductible	$ 1,000,000 $ $ $ $ 50,000/1,000
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB 1046724	5/2/2023	5/2/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 7 12760000	5/2/2023	5/2/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C C	Leased and Rented Equipment Professional Liability Professional Umbrella			CPP 1276942 HPL230066 HMPL230020	5/2/2023 5/2/2023 5/2/2023	5/2/2024 5/2/2024 5/2/2024	Limit/Deductible Occurrence/Aggregate Occurrence/Aggregate	100,000/1,000 2000000/2000000 1000000/1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If Yes is indicated above for Additional Insured, General Liability form #WNGL139 06/18 (ongoing and completed operations) and Automobile Liability #WNCA27 06/16 apply. If Yes is indicated above for Waiver of Subrogation, General Liability form #CGMU0009 06/22, Automobile Liability #WNCA27 06/16 and Workers Compensation #WC000313 04/84 apply. Coverage is extended for work performed and required under written contract with the above named insured.

CERTIFICATE HOLDER

KLM Engineering, Inc.
1976 Wooddale Drive, Suite 4
St. Paul MN 55125

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of De Pere, Wisconsin **I.18**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Resolution #25-59 Authorizing Contractor Agreement with Slack Painting LLC (Ninth Street Tower Cleaning and Coating Repair).
RECOMMENDED ACTION:	Staff recommends approving the proposal from Slack Painting, LLC. for the Ninth Street Tower Cleaning and Coating Repair project for $23,500.00.

The Board of Public Works at the May 12, 2025 meeting approved the proposal from Slack Painting, LLC. for the Ninth Street Tower Cleaning and Coating Repair project for $23,500.00 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:
Reso25-59, Slack Painting(9th Street Tower Cleaning-Coating)5-14-25, Exhibit A-2025 Ninth St Tower Cleaning & Coating Repair (Revised RFP), Exhibit B-Slack Painting - Ninth Street Tower Cleaning-Coating Repair Bid, 2025 0512 CI_BOPW Memo_Ninth Street Tower Cleaning Coating Repairs, WTC and C - Ninth Street Tower Cleaning-Coating Repair Bid, Pittsburg Tank - Ninth Street Tower Cleaning-Coating Repair Bid

RESOLUTION #25-59

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND SLACK PAINTING LLC
(Ninth Street Reservoir Cleaning & Coating Repair)

WHEREAS, the City is in need of contracting with a company for exterior cleaning and overcoating services to its Ninth Street Reservoir; and

WHEREAS, Slack Painting LLC has available and offers to provide personnel and facilities necessary to accomplish such services, subject to the terms and conditions of the attached Agreement for Contractor Services; and

WHEREAS, the Board of Public Works has reviewed such proposal and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The City Manager and City Clerk are authorized and directed to enter into the Agreement for Contractor Services Between the City of De Pere and Slack Painting LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 05/12/2025

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND SLACK PAINTING LLC (Ninth Street Reservoir Cleaning & Coating Repair)

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and Slack Painting LLC, a foreign limited liability company, authorized to do business in Wisconsin ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those exterior cleaning and overcoating services described in the City's Request for Proposals 2025 Ninth Street Tower Cleaning and Coating Repair, dated April 14, 2025, attached hereto and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's Proposal attached and incorporated as Exhibit B in a lump sum at the conclusion of the project. A detailed invoice shall be submitted to the City showing the specific work done.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile Liability

   (A) Coverages must include the following extensions:
   Comprehensive Form
   (1) All Owned Autos

(2) All Hired Autos
(3) All Non-Owned Autos
(4) Mobile Equipment
(5) Specialized Equipment
(6) Contractual Liability
(7) Uninsured Motorists to Limit of Policy
(8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:
Combined Single Limit/Bodily Injury and Property Damage:
$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.

2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. PERMITS AND LICENSING. The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.

4. WORK SAFETY AND HEALTH. The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

5. RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

   The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

   It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the

Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

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

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:	If to Contractor:
City of De Pere	Slack Painting LLC
Attention: Director of Public Works	Attention: Thomas E. Slack
925 South Sixth Street	309 2nd Street West; Unit B
De Pere, WI 54115	Brandon, MN 56315

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

SLACK PAINTING LLC
By:

_____
Thomas E. Slack, Owner/Member

_____

CITY OF DE PERE
By:

_____
Kimberly T. Flom, City Manager

_____
Carey E. Danen, City Clerk

Approved as to Form:

_____
Joanne Bungert, City Attorney
J:\Law\Agreements\2025\Contractor\Slack Painting5-14-25.docx

CITY OF DE PERE

Public Works Department

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

April 14, 2025

RE: Request for Proposals
2025 Ninth Street Tower Cleaning & Coating Repair

On behalf of the Director of Public Works, Scott Thoresen, the City of De Pere is requesting a proposal from your firm to perform exterior cleaning and coating repairs of the City's Ninth Street Water Tower.

Ninth Street Tower

The Ninth Street Tower, located at 315 N. 9th Street, is a 250,000–gallon, double-ellipse, elevated storage tank, constructed in 1960, was painted inside and out in 2013 and was drained and inspected April 2023. (See picture below) The overflow height of the tower is 147'-11"-feet (75 elev.). The diameter of the tank is 40-feet.

Scope of Work:

1. Review existing drawings and as-built documents for the tower and any other pertinent information regarding the reservoir to complete the scope of work for the project.

2. Aggressive chlorinated power wash of entire tower to include all support legs and tank base followed with post-wash rinse of mildew inhibitor. Wet mildewed surfaces with a bleach solution consisting of 3 parts warm water and 1 part household bleach.

    a. The cleaning shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statues, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.

3. Repair of delaminated coating is estimated to be no more than 200 square feet.

    a. If applicable, rusty areas should be power tool cleaned (SP11 is the preferred method), and spot primed. Edges of existing coating should be feathered to form a smooth transition prior to spot priming
    b. Tower Finish Coat consists of Tnemec Series **700-18BL Water Front** and **12SF Purple Haze** fluoropolymer polyurethane at dry film thickness of 2.5 to 3.0 mils.
    c. Apply 1 coat of Series 700 @ 2-3 mils DFT

4. Prepare all reports for the Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the contractor feel are necessary to complete the exterior cleaning of the tower.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 4:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Payment:

Payment shall be made when the following conditions have been met:

1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the exterior cleaning of the tower.

2) A detailed invoice is submitted to City for the specifics showing which items have been completed.

Schedule:

The exterior cleaning and overcoating of the tower shall be completed by October 1, 2025.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000 per person/per accident.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damage resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The contractor shall take precautions to prevent damage to property and any underground lines and shall restore the site to the conditions existing prior to the start of the project, including the restoration of any damage to, or tracks left in grassy areas caused by large equipment. Topsoil, seed, and mulch landscape restoration will be required.

Additional Information:

- Sample consultant agreement is attached.

All proposals should include the following information:

1) Previous Experience: Past Work on projects in Wisconsin of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar Wisconsin projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all the work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the cleaning and coating repairs of the double-ellipse, elevated storage tank (tower), and the anticipated start date on the proposal sheet provided with this proposal to complete all work mentioned above.

Proposal documents shall be submitted via email to ezygarlicke@deperewi.gov.

Proposals shall be marked **"2025 Ninth Street Tower Cleaning & Coating Repair"** and received no later than 10:00 a.m. on Tuesday, April 29, 2025.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063 or ezygarlicke@deperewi.gov

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility

2025 Ninth Street Tower Cleaning & Coating Repair Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the completion of the tower cleaning to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all the work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the price for the tower cleaning and coating repair to meet said requirements are as follows:

Lump Sum Price for Ninth Street Tower Cleaning & Coating Repair: $_____

_____

Name of Firm

_____

Address of Firm

_____

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of:_____
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

_____ _____
Signature of Bidder Date

_____ _____
Print or Type Name of Bidder Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

City of De Pere Water Utility

2025 Ninth Street Tower Cleaning & Coating Repair Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the completion of the tower cleaning to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all the work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the price for the tower cleaning and coating repair to meet said requirements are as follows:

Lump Sum Price for Ninth Street Tower Cleaning & Coating Repair: $ 23,500

Slack Painting LLC
Name of Firm

309 2nd St W, Brandon, MN 56315
Address of Firm

6129916493
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: Slack Painting and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder — Date: 4-23-25

Thomas E Slack — Print or Type Name of Bidder

Title: owner

Estimated Start Date: 8-1-25

Estimated Work Days to Complete: 10 days

Slack Painting, LLC
309 2nd Street West
Unit B
Brandon, MN 56315

Thomas Slack - Owner
C: 612-991-6493
Debbie Otto - Office
C: 320-292-0440

References/Previous Projects

- Hayward, Wisconsin – LCO
  - 2024
  - 250,000 gallon Single Pedestal Full Recondition
  - 150,000 gallon Single Pedestal Exterior Over Coat & Interior Full Recondition
  - Contact: Scott Kriese KLM Engineering 651-755-8664
- Osceola, Wisconsin
  - 2024
  - 300,000 gallon Legged Tank Over Coat & Interior repairs
  - Contact: Scott Kriese KLM Engineering 651-755-8664
- New Holstein, Wisconsin
  - 2024
  - Single Pedestal Exterior Touch up Painting
  - Infrastructure

Anticipated Cost for De Pere, Wisconsin

- $16,000

Schedule

- 10 Days
- Start Date: TBD

Past Experience

Name	Present Position	Years of Experience	Magnitude & Type of Work
Thomas Slack	Owner/Painter	26 years	Painting/Blasting
Debra Otto	Office Manager	22 Years	Painting/Laborer
Monte Lund	Foreman	35 Years	Painting/Blasting/Foreman
Shaine Carroll	Foreman	24 Years	Painting/Climbing/blasting
Jeremiah Jobe	Foreman	9 years	Painting/climbing/blasting

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Zygarlicke, Water Department Supervisor
Date: May 12, 2025

RE: Consideration and Possible Action of the Ninth Street Tower Cleaning and Coating Repair Project*

The Ninth Street Tower, located at 315 N. 9th Street, is a 250,000–gallon, double-ellipse, elevated storage tank, constructed in 1960. This tower had its last 5-year DNR inspection in 2023 and last painted in 2013. The cleaning and coating repair work will assist in extending the exterior life of this structure by helping to protect it from environmental forces.

The department solicited eleven (11) companies for proposals (see attached request for proposal) and has received the following quote for performing the cleaning and coating repairs:

Slack Painting, LLC. of Brandon, MN	= $23,500.00
Water Tower Clean and Coat, Inc. of Lodi, WI	= $33,800.00
Pittsburg Tank & Tower Group, of Henderson, KY	= $49,100.00
Badger Specialty Coatings & Construction, of Janesville, WI	= No Bid
Classic Protective Coatings, of Menomonie, WI	= No Bid
Complete Restoration, LLC. of Henderson, KY	= No Bid
James Orr Coating Inspection, LLC, of Madison WI	= No Bid
Lane Tank Company, Inc., of Menomonie, WI	= No Bid
MIDOC Diving & Marine, of Rapid City, SD	= No Bid
St. Germain Sandblasting, of Negaunee, MI	= No Bid
USG Water Solutions, of Sussex, WI	= No Bid

Our references review of Slack Painting, LLC came back very favorable.

The department recommends approving the proposal from Slack Painting, LLC. for the Ninth Street Tower Cleaning and Coating Repair project for $23,500.00. The bid is under the 2025 total budgeted amount for this project of $50,000.

CITY OF DE PERE

Public Works Department

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

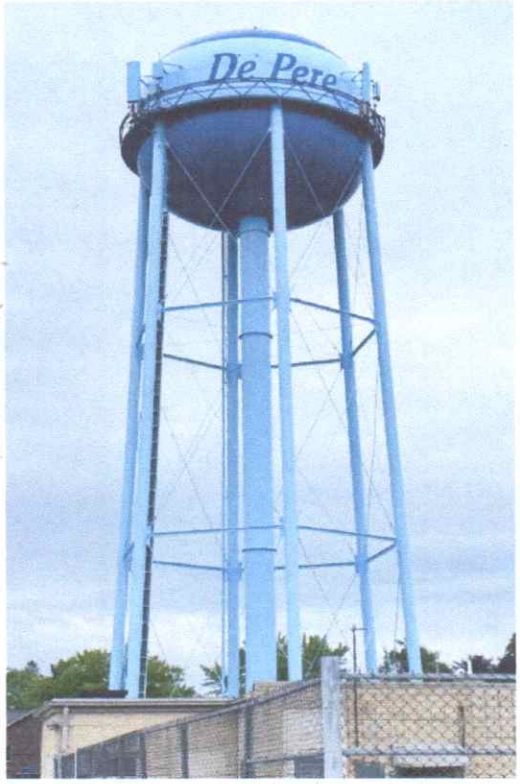
April 14, 2025

RE: Request for Proposals
2025 Ninth Street Tower Cleaning & Coating Repair

On behalf of the Director of Public Works, Scott Thoresen, the City of De Pere is requesting a proposal from your firm to perform exterior cleaning and coating repairs of the City's Ninth Street Water Tower.

Ninth Street Tower

The Ninth Street Tower, located at 315 N. 9th Street, is a 250,000–gallon, double-ellipse, elevated storage tank, constructed in 1960, was painted inside and out in 2013 and was drained and inspected April 2023. (See picture below) The overflow height of the tower is 147'-11"-feet (75 elev.). The diameter of the tank is 40-feet.



Scope of Work:

1. Review existing drawings and as-built documents for the tower and any other pertinent information regarding the reservoir to complete the scope of work for the project.

2. Aggressive chlorinated power wash of entire tower to include all support legs and tank base followed with post-wash rinse of mildew inhibitor. Wet mildewed surfaces with a bleach solution consisting of 3 parts warm water and 1 part household bleach.

    a. The cleaning shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statues, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.

3. Repair of delaminated coating is estimated to be no more than 200 square feet.

    a. If applicable, rusty areas should be power tool cleaned (SP11 is the preferred method), and spot primed. Edges of existing coating should be feathered to form a smooth transition prior to spot priming
    b. Tower Finish Coat consists of Tnemec Series **700-18BL Water Front** and **12SF Purple Haze** fluoropolymer polyurethane at dry film thickness of 2.5 to 3.0 mils.
    c. Apply 1 coat of Series 700 @ 2-3 mils DFT

4. Prepare all reports for the Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the contractor feel are necessary to complete the exterior cleaning of the tower.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 4:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Payment:

Payment shall be made when the following conditions have been met:

1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the exterior cleaning of the tower.

2) A detailed invoice is submitted to City for the specifics showing which items have been completed.

Schedule:

The exterior cleaning and overcoating of the tower shall be completed by October 1, 2025.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000 per person/per accident.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damage resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The contractor shall take precautions to prevent damage to property and any underground lines and shall restore the site to the conditions existing prior to the start of the project, including the restoration of any damage to, or tracks left in grassy areas caused by large equipment. Topsoil, seed, and mulch landscape restoration will be required.

Additional Information:

- Sample consultant agreement is attached.

All proposals should include the following information:

1) Previous Experience: Past Work on projects in Wisconsin of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar Wisconsin projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all the work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the cleaning and coating repairs of the double-ellipse, elevated storage tank (tower), and the anticipated start date on the proposal sheet provided with this proposal to complete all work mentioned above.

Proposal documents shall be submitted via email to ezygarlicke@deperewi.gov.

Proposals shall be marked **"2025 Ninth Street Tower Cleaning & Coating Repair"** and received no later than 10:00 a.m. on Tuesday, April 29, 2025.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063 or ezygarlicke@deperewi.gov

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility

2025 Ninth Street Tower Cleaning & Coating Repair Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the completion of the tower cleaning to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all the work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the price for the tower cleaning and coating repair to meet said requirements are as follows:

Lump Sum Price for Ninth Street Tower Cleaning & Coating Repair: $ 33,800

Water Tower Clean and Coat, Inc.
Name of Firm

W13280 Klamer Rd. Lodi, WI 53555
Address of Firm

608-234-8932
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Water Tower Clean & Coat, Inc.
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

4/18/2025
Date

Sam Paque
Print or Type Name of Bidder

Project Manager
Title

Estimated Start Date: 8/15/2025

Estimated Work Days to Complete: 5 days

CITY OF DE PERE

Public Works Department

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

April 14, 2025

RE: Request for Proposals
2025 Ninth Street Tower Cleaning & Coating Repair

On behalf of the Director of Public Works, Scott Thoresen, the City of De Pere is requesting a proposal from your firm to perform exterior cleaning and coating repairs of the City's Ninth Street Water Tower.

Ninth Street Tower

The Ninth Street Tower, located at 315 N. 9th Street, is a 250,000–gallon, double-ellipse, elevated storage tank, constructed in 1960, was painted inside and out in 2013 and was drained and inspected April 2023. (See picture below) The overflow height of the tower is 147'-11"-feet (75 elev.). The diameter of the tank is 40-feet.

Scope of Work:

1. Review existing drawings and as-built documents for the tower and any other pertinent information regarding the reservoir to complete the scope of work for the project.

2. Aggressive chlorinated power wash of entire tower to include all support legs and tank base followed with post-wash rinse of mildew inhibitor. Wet mildewed surfaces with a bleach solution consisting of 3 parts warm water and 1 part household bleach.

    a. The cleaning shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statues, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.

3. Repair of delaminated coating is estimated to be no more than 200 square feet.

    a. If applicable, rusty areas should be power tool cleaned (SP11 is the preferred method), and spot primed. Edges of existing coating should be feathered to form a smooth transition prior to spot priming
    b. Tower Finish Coat consists of Tnemec Series **700-18BL Water Front** and **12SF Purple Haze** fluoropolymer polyurethane at dry film thickness of 2.5 to 3.0 mils.
    c. Apply 1 coat of Series 700 @ 2-3 mils DFT

4. Prepare all reports for the Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the contractor feel are necessary to complete the exterior cleaning of the tower.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 4:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000 per person/per accident.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damage resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The contractor shall take precautions to prevent damage to property and any underground lines and shall restore the site to the conditions existing prior to the start of the project, including the restoration of any damage to, or tracks left in grassy areas caused by large equipment. Topsoil, seed, and mulch landscape restoration will be required.

Additional Information:

- Sample consultant agreement is attached.

All proposals should include the following information:

1) Previous Experience: Past Work on projects in Wisconsin of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar Wisconsin projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all the work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the cleaning and coating repairs of the double-ellipse, elevated storage tank (tower), and the anticipated start date on the proposal sheet provided with this proposal to complete all work mentioned above.

Proposal documents shall be submitted via email to ezygarlicke@deperewi.gov.

Proposals shall be marked **"2025 Ninth Street Tower Cleaning & Coating Repair"** and received no later than 10:00 a.m. on Tuesday, April 29, 2025.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063 or ezygarlicke@deperewi.gov

Questions may also be emailed to sthoresen@deperewi.gov

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility

2025 Ninth Street Tower Cleaning & Coating Repair Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the completion of the tower cleaning to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all the work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the price for the tower cleaning and coating repair to meet said requirements are as follows:

Lump Sum Price for Ninth Street Tower Cleaning & Coating Repair: $ 49,100.00

Pittsburg Tank & Tower Maintenance Company
Name of Firm

1412 Commonwealth Drive Henderson, Ky
Address of Firm

270-826-9000
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Pittsburg Tank & Tower Maintenance

and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

4/22/25
Date

Jordan Pyles
Print or Type Name of Bidder

Executive Director of Sales
Title

Estimated Start Date: August - Dependent on Award Date

Estimated Work Days to Complete: 10

City of De Pere, Wisconsin **I.19**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Resolution #25-60 Authorizing Third Amendment to Consultant Agreement with Short-Elliott-Hendrickson (MSC Expansion).
RECOMMENDED ACTION:	Staff recommend approving SEH's proposal in the amount of $102,650.

The Board of Public Works at the May 12, 2025 meeting approved SEH's proposal for MSC Expansion for Additional Design and Construction Engineering Services in the amount of $102,650 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:
Reso25-60, Amendment-Third-SEH(MSC Expansion), Exhibit B-3-SEH DePere Office Expansion Scope of Services 4-17-25, Consider SEH's Proposal for MSC Expansion for Additional Design and Engineering Services 4-29-2025, Depere Added Scope Area

RESOLUTION #25-60

AUTHORIZING THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND SHORT-ELLIOTT-HENDRICKSON, INCORPORATED
(Municipal Service Center Facility Expansion – Design and Construction Engineering Services)

WHEREAS, the City and Short-Elliott-Hendrickson, Incorporated are parties to a Consulting Agreement (approved by Resolution #21-59) an Amendment thereto (approved by Resolution #23-02), and a Second Amendment thereto (approved by Resolution #25-01) providing comprehensive design services for expansion of City's Municipal Service Center ("MSC") facility; and

WHEREAS, the City is in need of additional professional architectural and engineering consulting design services related to the need to expand the work area for fleet maintenance, resulting in the need to further amend the agreement, pursuant to the terms and conditions of the Third Amendment attached hereto; 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 City Manager and City Clerk are authorized and directed to execute the Third Amendment 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 20th day of May, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 05/12/2025

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND SHORT- ELLIOTT-HENDRICKSON, INCORPORATED
(MSC Facility Expansion – Design and Construction Engineering Services)

THIS THIRD AMENDMENT made and entered into this ____ day of _____, 2025, 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, Amendment #1 dated January 20, 2023, and Amendment #2 dated January 22, 2025 (collectively "the Agreement"); and

WHEREAS, the parties wish to further amend the Agreement to provide for additional professional architectural and engineering services for Consultant to perform, namely to expand the work area for fleet maintenance, 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 additional design services for the requested additional floor area of the vehicle storage bay, filling in the area between the proposed office expansion and the vehicle storage building, as well as modifications to the maintenance bay, as set forth in detailed scope in Consultant's Proposal attached hereto as Exhibit B-3, which shall be incorporated herein by reference and added as part of Consultant's Proposal (Exhibit B) to the original Agreement.

2. The cost for such additional consulting services shall be performed in the lump sum amount of $102,650.

3. All other terms and conditions of the Agreement shall remain in full force and effect, unless specifically modified by this Second Amendment.

This Third Amendment 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, NCARB, AIA, PMP, LEED AP
Sr. Architect /Project Manager

CITY OF DE PERE
By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk

J:\Law\Agreements\2025\Consultant\Amendment-Third-SEH(MSC Expansion)5-14-25.docx

Building a Better World for All of Us®

April 14, 2025

RE: De Pere MSB Facility and Office Expansion and Renovation- Revised 4/14/2025

Mr. Scott Thoreson
City of De Pere
925 S 6th Street
De Pere, WI 53533

Dear Scott:

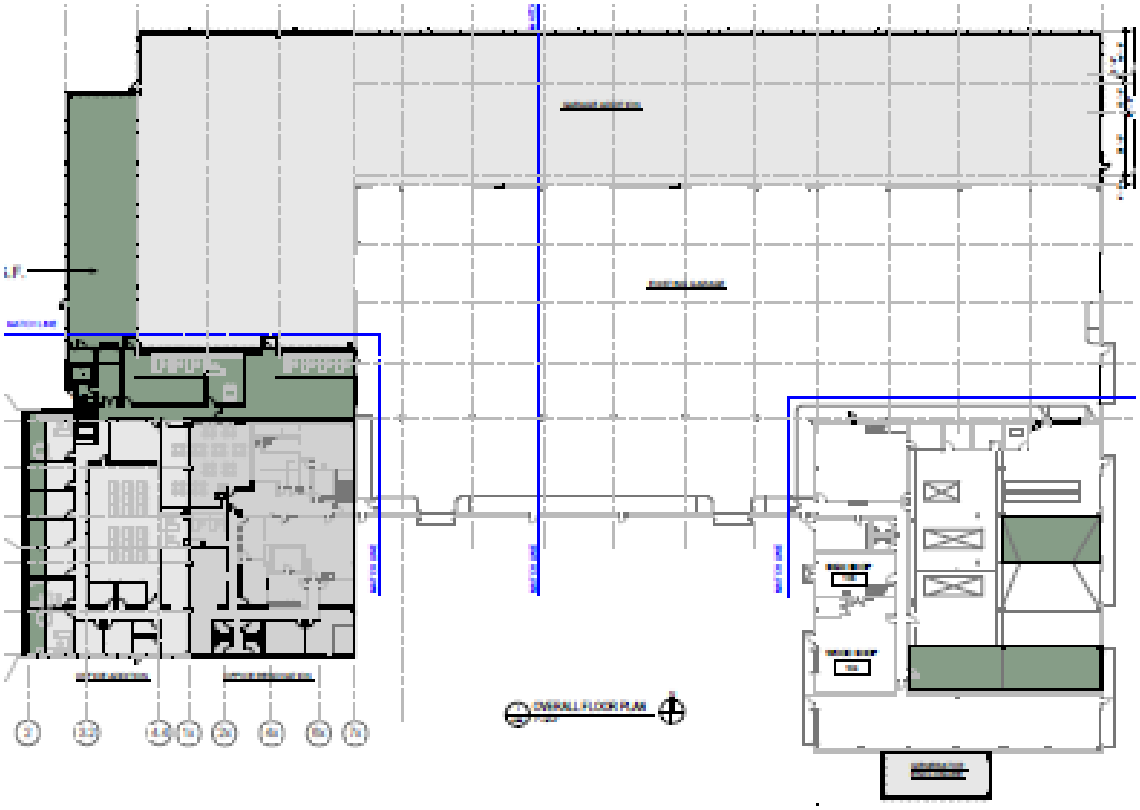
Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit this proposal to the City of De Pere (client) for professional architectural and engineering services as required for a renovated MSB facility and proposed new Public Works office improvements in De Pere, Wisconsin (Project).

PROJECT UNDERSTANDING

This proposal is based on a facility and site needs study and building programming recently completed for the De Pere Public Works Department that developed design, bid documents and phasing plan for campus-wide development for the Municipal Services Building facility on 6th Street. This proposal has been revised from the previous proposal for professional services (Dated January 3, 2025) and includes additional design services for the requested additional floor area of the vehicle storage bay, filling in the area between the proposed office expansion and the vehicle storage building as well as modifications to the maintenance bay.

Based on previous design efforts and proposed expansion design to the existing office facility, scope of work and professional services fees related to this contract revision will include the following:

1. Expansion of the office area to the West to better accommodate the requested layout of the administrative office area.
2. Infill building area between the administrative offices and the vehicle storage building to accommodate the Water Department functions and office space.
3. Expansion of the vehicle storage garage to the West to accommodate vehicular maneuverability and storage.
4. Modifications to the existing shop area adjacent to the Water Department functions to increase the maintenance area.
5. A floor plan of the increased areas as defined in items 1-4 above is shown below.



Professional Services Included:

- Architectural / Project Management (SEH) **FEE: $26,400**

  Architectural Scope: The Scope of Work proposed includes providing design services through construction documents (CD) and includes construction support (CS). Our revised scope of work includes coordination and design of the changes to the facility as noted above in Items 1-4 above.

- Structural Engineering (SEH) **FEE: $31,000**

  Structural Engineering Scope: The Scope of Work proposed includes providing design services through construction documents (CD) and includes construction support (CS). Our revised scope of work includes coordination and design of the changes to the facility as noted in Items 1-4 above.

- Civil Engineering (RaSmith)

  Civil Engineering Scope: There is no change to the previously established scope of work to accommodate the changes to the facility as noted in items 1-4 above.

- Electrical, Plumbing, HVAC Engineering (MSA Professional Services) **FEE: $45,250.00**

  MEP Engineering Scope: The Scope of Work proposed includes providing design services through construction documents (CD) and includes construction support (CS). Our revised scope of work includes coordination and design of the changes to the facility as noted in Items 1-4 above.

- Interior Design Services (ACI)

  Interior Design Scope: There is no change to the previously established scope of work to accommodate the changes to the facility as noted in items 1-4 above.

- Geotechnical Services (PSI)

  Geotechnical Scope: There is no change to the previously established scope of work to accommodate the changes to the facility as noted in items 1-4 above.

PRELIMINARY SCHEDULE:

This proposal is based on the premise that this project will go out to bid in spring of 2026, with construction taking place in 2026 and 2027.

- Project Kick off:.....Within 2 weeks of Contract
- Complete Design Development:.....6 weeks
- 60% Construction documents:.....12 weeks
- 90% Construction Documents:.....4 weeks
- 100% Documents / Out to Bid:.....4 weeks
- Bidding:.....4 weeks
- Start Construction:.....2-4 weeks after bids received

Anticipated construction duration is 15 months. We will request that bidding contractors submit an anticipated completion date with their bids to verify.

Upon approval of this proposal, and signed contract to follow, SEH will begin work immediately on this project and will work with client to have this phase of work completed in a timely manner based on the schedule above.

CLIENT'S RESPONSIBILITY

The client agrees to meet with SEH to review proposed plans and provide feedback on design and to make timely decisions to keep the design process on schedule.

ASSUMPTIONS / NOT INCLUDED

1. Project delivery method will be Design / Bid / Build.
2. Project will be bid as one project.
3. No specific sustainable features (Geothermal, Photo PV, Water reclamation) are required aside from current standard applications.

4. If the project is registered with Focus on Energy, there may be additional professional design fees to offset the effort or participating in the program.

PROPOSED FEE

Our base fee for these services shall be on a **Lump Sum Basis**. Monthly invoices will be based upon work completed in the calendar month prior to the invoice date. The additional professional services fees proposed in this contract revision are in ADDITION to the previously established
A breakdown of the above fees is as follows:

1. Fee to provide the added services as identified in items 1-4 above: **$102,650.00**
2. Expenses: There are no additional expenses identified as part of these proposed professional services.

ADDITIONAL SERVICES

For additional services that may arise during the course of the project, the owner shall compensate the architect on a time and expense basis based on current rate tables for professional services in place at the time of the request. These services will be rendered on a time and material basis, recorded and tracked under a separate task number outside of the lump sum services contract. Prior to commencing work on the added services under this time and expense agreement, the owner and architect will develop a scope of work related to the specific assignment and a not to exceed amount for that specific task will be established prior to the architect performing any of the services requested under this time and expense arrangement.

Please let me know if this proposal meets your approval, after which our standard contract will be forwarded to you for your signature. If you have any questions or concerns regarding this proposal, please contact me at 920.585.4320.

We look forward to working with you and the De Pere Public Works Department on this long-anticipated project.

Sincerely,

Trevor M. Frank, NCARB, AIA, PMP, LEED AP
Sr. Architect / Project Manager
(Lic WI, AZ, FL, GA, IA, IL, IN, KY, MI, MN, NC, ND, OH, RI, SD, TN, VA.)

CC: File

CITY OF DE PERE
MEMO

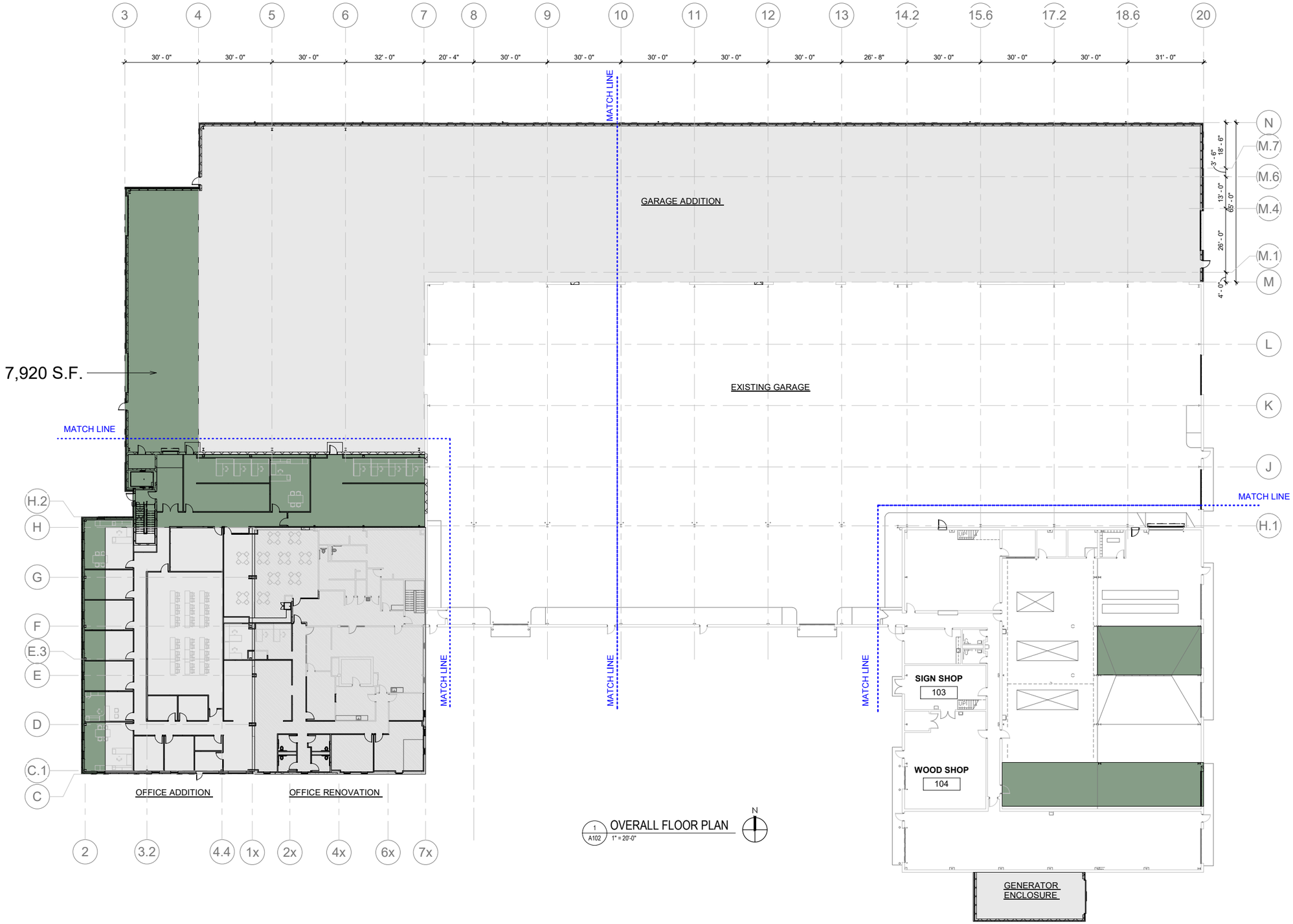
To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: April 29, 2025
RE: Consider and Possible Action Regarding SEH's Proposal for MSC Expansion for Additional Design and Construction Engineering Services*

The City is currently under contract with SEH for design services for the MSC expansion which includes the expansion of the current facilities for the City's equipment and vehicles, office expansion, and necessary updates to the facilities to meet ADA requirements. During the past few months staff has further evaluated the need to expand the work area for fleet maintenance. In order to accomplish this, the fleet maintenance area would be expanded into the current water department area. This would result in the need to relocate the water department area, which can easily be accomplished by filling in the area between the proposed office expansion and the vehicle storage building. SEH submitted the attached proposal for additional design (see attached green area) and construction engineering services which would be added into their existing engineering contract. The scope of services are as follows:

1. Infill building area between the administrative offices and the vehicle storage building to accommodate the Water Department functions and office space.
2. Modifications to the existing shop area adjacent to the Water Department to increase the fleet maintenance area.
3. Expansion of the office area to the West to better accommodate the requested layout of the administrative office area. (Approximately 1,000 S.F.)
4. Expansion of the vehicle storage garage to the West to accommodate vehicular maneuverability and storage. (Approximately 8,000 S.F.)

Total costs for the additional above-mentioned services are $102,650.

Staff recommend approving SEH's proposal in the amount of $102,650.



1 A102 OVERALL FLOOR PLAN
1" = 20'-0"

4/14/2025 12:16:22 PM

SEH

NOT FOR CONSTRUCTION

Project Owner

City of De Pere
Municipal Services Center Renovation
925 S Sixth St
De Pere, WI 54115

This drawing is an instrument of service and shall remain the property of Short Elliott Hendrickson, Inc. (SEH). This drawing, concepts and ideas contained herein shall not be used, reproduced, revised, or retained without the express written approval of SEH.

Submission or distribution of this drawing to meet official or regulatory requirements or for purposes in connection with the project is not be construed as publication in derogation of any of the rights of SEH.

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SEH Project	161454
Checked By	JRL
Drawn By	JRL

Project Status	**Issue Date**
PLAN COMMISSION REVIEW	4/8/22

REVISION SCHEDULE

REV. #	DESCRIPTION	DATE

OVERALL FLOOR PLAN

A102

City of De Pere, Wisconsin **I.20**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Engineering
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Resolution #25-61 Approving Sanitary Sewer Easement (823 N. Broadway Street; Parcel ED-128).
RECOMMENDED ACTION:	Staff recommends approving the easement.

The Board of Public Works at the May 12, 2025 meeting approved the proposed easement for Project 25-01 at 823 N. Broadway Street (ED-128)

ATTACHMENTS:
Reso25-61, Sanitary Sewer Easement ED-128 Revised, EXHIBIT A-ED-128, 2025 0512 CI_BOPW_Project_25-01_Proposed_Easement

RESOLUTION #25-61

AUTHORIZING SANITARY SEWER EASEMENT
(823 North Broadway Street; Parcel ED-128)

WHEREAS, the City's sanitary sewer that runs along the north property line of North Broadway Street is in need of sewer lining and areas of spot repair; and

WHEREAS, as part of these projects, the City is proposing to adjust the sanitary manholes so the structures can be accessed for repairs, and is in need of an easement from the property owner, Ty Little and Melissa Little Revocable Trust in order to complete the needed maintenance; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council authorizes City staff to obtain from the owner of 823 North Broadway Street, Ty Little and Melissa Little Revocable Trust, the Sanitary Sewer Easement as is attached hereto to complete the necessary repairs/maintenance and to record the same with the Brown County Register of Deeds Office.

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 20th day of May, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board Approval: 5/12/2025

DOCUMENT NO.

SANITARY SEWER EASEMENT

Ty Little and Melissa Little Revocable Trust (Grantor), hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation (Grantee), and its successors and assigns, a perpetual right-of-way over, under, across and through an easement in all lands described below for the purposes of construction, installation, maintenance, reconstruction and/or repair of a sanitary sewer system and related facilities.

Legal Description:
Part of Lot 5, Subdivision "A" of The De Pere Land and Improvement Company's Park Addition, Volume 1 of Plats, Page 28, Document Number 219125, being part of Private Claim 29, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

BEGINNING at the northeast corner of said Lot 5; thence S36°37'12"W, 21.59 feet on the west right of way of N. Broadway Street (a/k/a STH '57'); thence N65°04'36"W, 100.50 feet; thence N80°06'11"W, 39.50 feet; thence N64°04'39"W, 156.62 feet; thence N50°14'18"W, 91.16 feet; thence N65°16'30"W, 10.10 feet to the east right of way of the Wisconsin Department of Natural Resources Fox River Trail; thence N32°47'23"E, 13.68 feet on said east right of way to the north line of said Lot 5, Point 'A'; thence S63°53'23"E, 396.06 feet on said north line to the Point of Beginning.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
City of De Pere
335 South Broadway
De Pere, WI 54115

ED-128
PARCEL IDENTIFICATION NUMBER (PIN)

AND ALSO

Commencing at aforementioned Point 'A'; thence N63°53'23"W, 30.21 feet on the westerly extension of said north line to the west right of the Wisconsin Department of Natural Resources Fox River Trail, the **POINT OF BEGINNING 'B'**; thence S32°47'23"W, 14.41 feet on said west right of way; thence N65°16'30"W, 15.14 feet to the east line of an existing City of De Pere sanitary sewer easement recorded in Document Number 2381264; thence N32°49'13"E, 14.78 feet on said east line to the north line of said Lot 5; thence S63°53'23"E, 15.09 feet on said north line to the Point of Beginning 'B'.

Said proposed easement area contains 11,271 Square Feet (0.259 Acres) of land more or less.

See map on Exhibit A, attached and incorporated herein by reference.

It is expressly understood and agreed that Grantor and its successors shall have and retain all rights to the use and occupation of said real estate, including the right, as allowed by law, to build thereon as they see fit, providing that such use and occupation, and any building erected thereon, will not, after the date of this Easement, be built over and/or under any then existing sanitary sewer system and related facilities, nor will any other structure in any manner disturb, damage, destroy, injure, or obstruct any then existing sanitary sewer system and related facilities or any part thereof.

For the purpose of the maintenance, repair, reconstruction and/or replacement of such sanitary sewer system, Grantee shall have the right to enter, pass over and use said premises and the land adjacent thereto for the transportation, laying down and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work. Grantee agrees to restore after completion of construction, maintenance or replacement the property to its previous condition, or as close thereto as practicable. Grantee shall not use said easement area to access other properties utilizing motorized equipment unless done in conjunction with the maintenance, repair, reconstruction or replacement of the sanitary sewer system. Notwithstanding anything to the contrary in this Easement, Grantee will bury, more than or equal to 6 inches below grade, and maintain the same any and all access points to the sewer system and facilities located more than 30 feet to the east of the Wisconsin Department of Natural Resources Fox River Trail.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Dated this _____ day of _____, 2025.

By:

_____

Ty Little, as Trustee of the Ty Little and Melissa Little Revocable Trust

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of_____, 2025, by the above-named person.

_____

(Signature, Notary Public, State of Wisconsin)

_____

(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

By:

_____

Melissa Little, as Trustee of the Ty Little and Melissa Little Revocable Trust

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of_____, 2025, by the above-named person.

_____

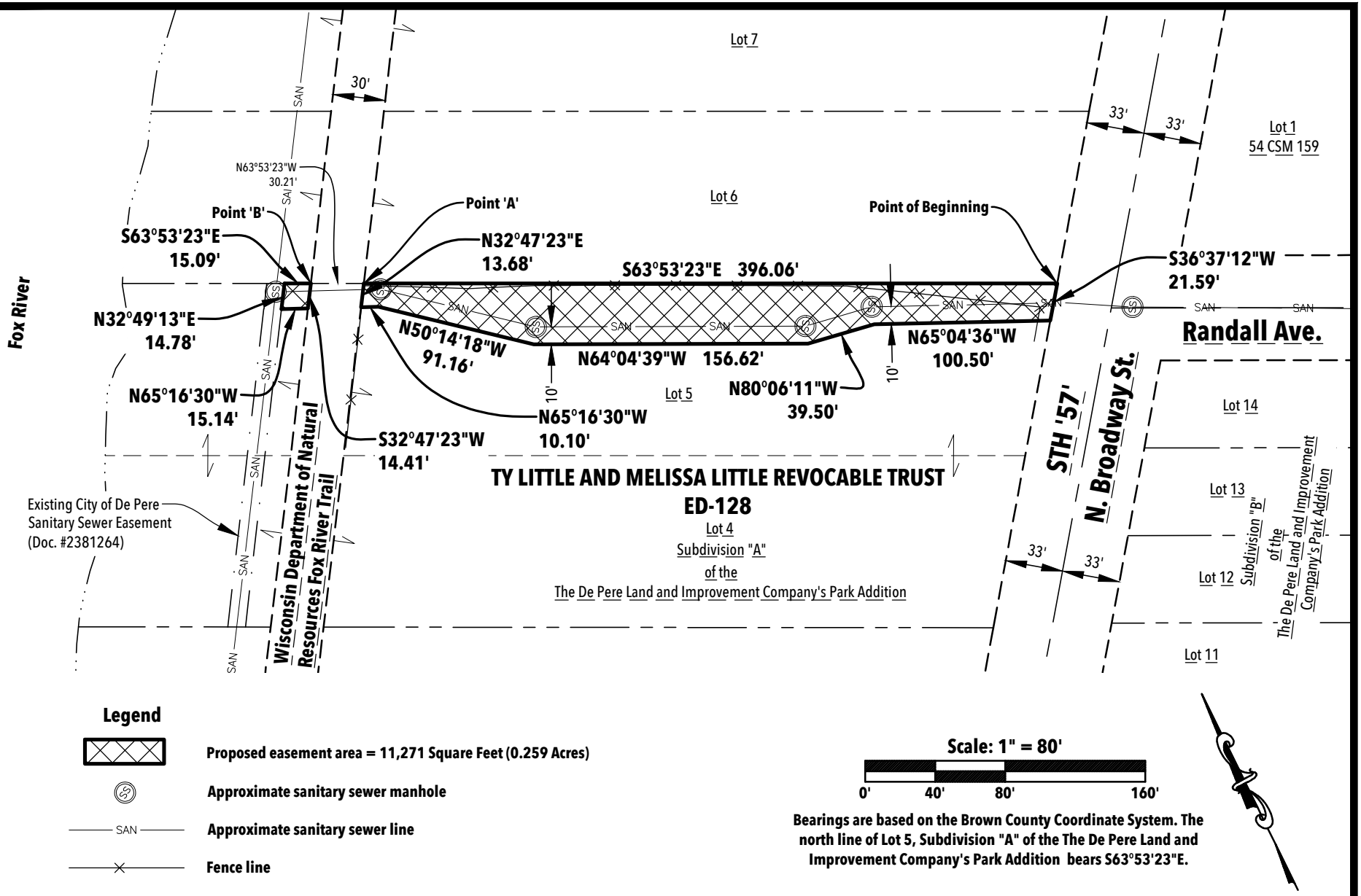
(Signature, Notary Public, State of Wisconsin)

_____

(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

Drafted by: Attorney Eric R. Erdman



Legend

- Proposed easement area = 11,271 Square Feet (0.259 Acres)
- Approximate sanitary sewer manhole
- Approximate sanitary sewer line
- Fence line

Scale: 1" = 80'

0' 40' 80' 160'

Bearings are based on the Brown County Coordinate System. The north line of Lot 5, Subdivision "A" of the The De Pere Land and Improvement Company's Park Addition bears S63°53'23"E.

R:\0400\0404\0404503\dwg\404503_exhibit.dwg

EXHIBIT 'A'

Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

CITY OF DE PERE
Engineering Division
925 S. Sixth Street
De Pere, Wisconsin 54115

Office (920) 339-4061
Fax (920) 339-4071

Date: 4/17/2025

REL Job #: 404503

Exhibit
Sheet 1 of 1

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: May 12, 2025

RE: **Consideration and possible action on Proposed Easement – Project 25-01 (823 N. Broadway Street)***

The City has a sanitary sewer that runs along the north property line of 823 N. Broadway Street, from Broadway Street to a sewer on the west side of the Fox River Trail. The City is proposing to adjust the sanitary manholes so the structures can be accessed and then repair the sewers with a cured in place pipe as part of Project 25-03 Sewer Lining. Staff researched and was unable to find documentation for an easement for this sanitary sewer and subsequently reached out to the current owners, Ty and Melissa Little, to retain an easement to complete maintenance on this sanitary sewer. The Littles have agreed to the easement for a cost of $1. The agreed upon easement and associated exhibit is attached.

Staff recommends approving the easement.

Attachments:
Sanitary Sewer Easement ED-128 Revised
Exhibit A-ED-128

City of De Pere, Wisconsin **I.21**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Health
FROM:	Chrystal Woller, Health Director/Officer
SUBJECT:	Resolution #25-62 Approving Uniform Affiliation Agreement with UW-Green Bay.
RECOMMENDED ACTION:	

ATTACHMENTS:
Reso25-62, Memo_ Affiliation Agreement between UW Green Bay & De Pere Health Department, DePere HD AA 05012025

RESOLUTION #25-62

APPROVING UNIFORM AFFILIATION AGREEMENT WITH THE
BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

WHEREAS, the City's Health Department wishes to continue its long-standing nursing student placement partnership with the University of Wisconsin-Green Bay Nursing Program for the provision of clinical and field placement education experiences for students to fulfill their learning objectives and curriculum requirements as a part of the education program and standards of instruction; and

WHEREAS, under the attached Affiliation Agreement, participation in the field experience program would be of mutual benefit to the nursing student and the City;

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

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

> The City Manager is authorized and directed to execute the attached Affiliation Agreement between the Board of Regents of the University of Wisconsin System, d/b/a the University of Wisconsin-Green Bay, subject to such changes as deemed necessary by the City Attorney, as well as any subsequent renewals or extensions thereof, provided the provisions are substantively similar.

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 20th day of May, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: ____
Nays: ____
Board/Committee Approval: 05/12/2025

CITY OF DE PERE

MEMO

Meeting Date: 5/20/2025
Department: Health
From: Chrystal Woller

Re: Recommendation from the Board of Health to approve the Uniform Affiliation Agreement between UW Green Bay & De Pere Health Department

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The De Pere Health Department has had a long-standing nursing student placement agreement with the University of Wisconsin-Green Bay Nursing Program. This affiliation agreement has a two-year term and may be renewed upon mutual agreement. This signed agreement would continue to allow nursing students to complete their academic requirement for a field placement experience. Academic projects completed for this rotation would be mutually beneficial for both the student and the De Pere Health Department. Passed unanimously at the 5/12/25 Board of Health Meeting.

SECTION 1. AGREEMENT.

1.1. ***Parties.*** This Agreement is between both of the following:

1.1.1. The University. BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, doing business as the University of Wisconsin-Green Bay (the "University")

1.1.2. The Facility. DEPERE HEALTH DEPARTMENT (the "Facility").

1.2. ***Recitals.*** In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below by which any and all schools or colleges of the University may enter into a field or clinical education placement program with the Facility (a "Program").

SECTION 2. TERM OF AGREEMENT.

2.1. ***Term & Renewal.*** This agreement shall be for a term of two (2) years, commencing **05/01/2025**, and may be renewed upon mutual agreement.

2.2. ***Termination.*** This agreement may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other. If the termination occurs while any student is currently participating in a practicum, the student shall be allowed to complete the practicum. In the event that the student's employment with the Agency is terminated for cause or without cause, the practicum placement shall be terminated consistent with the student's last date of employment.

SECTION 3. PROGRAM MEMORANDUM.

3.1. ***School or College.*** For the purposes of this agreement, a "School or College" shall mean any school or college of the University wishing to participate in a Program with the Facility.

3.2. ***Proposal.*** The School or College will annually provide the Facility with a "Program Memorandum," which will include the following:

3.2.1. A discussion of program concepts.

3.2.2. The controls which the University and the Facility may exercise or are required to exercise.

3.2.3. The rights of the Facility to send representatives to review the University's program.

3.2.4. The following information about the students to be assigned under the Program Memorandum:

3.2.4.1. The number.
3.2.4.2. The qualifications, academic and otherwise.
3.2.4.3. The schedules of those students.
3.2.4.4. Any other matters pertaining to the specific program proposed by the School or College.

3.3. Review.

3.3.1. Facility. The Facility will review any Program Memorandum concerning any Program which is submitted by the School or College.

3.3.2. Notice. Upon review, the Facility will promptly notify the School or College of its acceptance or rejection of the Program Memorandum or any proposed revisions thereto.

3.3.3. University. Upon review, the School or College will promptly notify the Facility of its acceptance or rejection of the proposed revisions.

3.3.4. Withholding Acceptance. The University and the Facility will not unreasonably withhold their acceptance of the Program Memorandum or any proposed revisions thereto.

3.4. Accepted Program Memoranda.

3.4.1. Incorporation. Upon acceptance of an unrevised Program Memorandum by the Facility or a Program Memorandum with any revisions by both parties, it shall become a part of this agreement and shall be incorporated by reference as an "Accepted Program Memorandum."

3.4.2. Period & Renewal. Accepted Program Memoranda shall be effective for a period of one (1) year, and may be renewed upon mutual agreement.

3.4.3. Conflict. If the Accepted Program Memorandum is construed to be inconsistent in any manner with this Agreement, the terms of this Agreement shall apply.

SECTION 4. PLACEMENT OF STUDENTS.

4.1. List. The University will provide the Facility with a listing of students who will be participating under the program and will update that listing periodically.

4.2. Certification for Acceptance. The Facility will not accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of the School or College.

SECTION 5. NO DISCRIMINATION.

5.1. Protected Classes. The parties shall not discriminate against any person in any actions taken as a result of this Agreement on the basis of race, color, national origin, ancestry, creed, religion, sex, sexual orientation, marital status, pregnancy, parental status, physical condition, handicap, developmental or other disability.

5.2. Reasonable Accommodations. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

SECTION 6. LIABILITY.

6.1. Limitation. The liability of the University and other political subdivisions of the State of Wisconsin is governed and limited by Wis. Stat. §§ 893.82 and 895.46.

6.2. Indemnification. To the extent permitted by law, the Facility and the University will indemnify their own employees, officers, and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to §§ 893.82 and 895.46.

6.3. Students. To the extent permitted and required by law, the University will indemnify students in a training program for credit required for graduation.

6.4. No Waiver. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.

SECTION 7. GOVERNING LAW. This agreement shall be construed and governed by the laws of the State of Wisconsin.

SECTION 8. NOTICE. All notices submitted under this agreement shall be sent to the designated agent of the other as shown below;

FOR THE UNIVERSITY	FOR THE FACILITY
UW – Green Bay Attn: Christopher C. Paquet CL 830 2420 Nicolet Drive Green Bay, WI 54311-7001	De Pere Health Department Attn: Chrystal D Woller 335 S Broadway De Pere, WI 54115

FOR THE UNIVERSITY	FOR THE FACILITY
Signature of Authorized Official Christopher C. Paquet Risk Manager	Signature of Authorized Official Kimberly Flom De Pere City Manager
Date	Date

City of De Pere, Wisconsin **I.22**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Health
FROM:	Chrystal Woller, Health Director/Officer
SUBJECT:	Resolution #25-63 Approving EpicCare Link Access Agreements with Bellin Hospital, Gundersen Lutheran Health System and Bellin Health System (Emplify).
RECOMMENDED ACTION:	

ATTACHMENTS:
Reso25-63, Memo_Bellin.Emplify EpicCare Access, Bellin - EpicCare Link Access Agreement - Community Organizations (2018), FINAL Emplify EpicCare Link Access Agreement CE

RESOLUTION #25-63

APPROVING EPICCARE LINK ACCESS AGREEMENTS WITH BELLIN MEMORIAL HOSPITAL, INC. AND GUNDERSEN LUTHERAN HEALTH SYSTEM, INC./BELLIN HEALTH SYSTEMS, INC. (EMPLIFY)

WHEREAS, in connection with treatment activities and continuity of care, the Health Department wishes to obtain access to certain patient health information and records maintained by Bellin Memorial Hospital, Inc. under its web-based portal for remote access to its health record system; and

WHEREAS, due to the merger of Bellin Health and Gundersen in July of 2025, a new agreement will be required in access to Bellin Health records under the Gundersen system; and

WHEREAS, this access will allow the Department to obtain pertinent medical information to conduct state required health interventions, which will simultaneously improve department efficiencies with daily tasks, pursuant to the terms and conditions of each of the attached EpicCare Link Access Agreements; and

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

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

> The City Manager is authorized and directed to execute the EpicCare Link Access Agreement between the De Pere Health Department and Bellin Memorial Hospital, Inc., as well as the EpicCare Link Access Agreement between the De Pere Health Department, Gundersen Lutheran Health System, Inc., and Bellin Health Systems, Inc., as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 05/12/2025

CITY OF DE PERE

MEMO

Meeting Date: 5/20/2025

Department: Health
From: Chrystal Woller

Re: Recommendation of the Board of Health to approve the Bellin/Emplify EpicCare Access Agreements

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The health department continues to seek and improve efficiency with daily tasks. This agreement will be a catalyst to improve time spent on accessing pertinent medical information to conduct statute required public health interventions. Historically, the health department requested and received this information through medical record requests and faxed documentation, which is time consuming. This new opportunity will allow public health to access public health information only through a secure health system portal for Bellin Health (prior to July) and subsequently with Emplify (after July) due to the merger. See both contracts for the purposes of the timing and upcoming medical record merger. The department already has approved access for HSHS, Gunderson, Aurora and Ascension Health Systems. Passed unanimously at the 5/12/25 Board of Health meeting.

EPICCARE LINK ACCESS AGREEMENT

This EpicCare Link Access Agreement ("**Agreement**"), effective as of _____, 20_____ (the "**Effective Date**"), is entered into by and between Bellin Memorial Hospital, Inc., a Wisconsin nonprofit corporation ("**BMH**") and the undersigned outside entity ("**Outside Entity**"). BMH and Outside Entity are sometimes referred to in this Agreement individually as a "**Party**" and collectively, as the "**Parties**."

RECITALS

WHEREAS, Outside Entity is a community-based social services organization who provides or will provide social services and other services (collectively, "**Services**") to individuals who are also patients of BMH (individually, a "Client" and collectively, the "Clients"); and

WHEREAS, BMH utilizes certain systems, known collectively as EpicCare Link ("**EpicCare**"), which allows users to remotely access patient electronic health records among BMH facilities, other health care providers affiliated with BMH, physicians and physician practices with medical staff privileges at, or otherwise affiliated with, BMH, and other providers of health care items and services within and around the BMH service areas (collectively, the "**Providers**"); and

WHEREAS, EpicCare will allow Outside Entity to view and retrieve the electronic health records ("**EHR**") of Clients receiving Services from Outside Entity who are also patients of BMH for the purpose of providing Services to such individuals and coordinating Outside Entity's provision of such Services with any health care items and services provided by BMH; and

WHEREAS, BMH believes that Outside Entity's use of EHR through EpicCare would substantially facilitate the provision, coordination and continuity of Services to Clients who are also patients of BMH; and

WHEREAS, BMH and Outside Entity acknowledge and agree that Outside Entity does not qualify as a "covered entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as may be amended from time to time ("**HIPAA**"); and

WHEREAS, therefore, prior to granting Outside Entity access to the EHR of Clients who are also patients of BMH, BMH shall obtain the prior, written authorization of each such Client, as required under HIPAA; and

WHEREAS, BMH therefore desires to grant Outside Entity with "read only" or "read and write" access to EpicCare, subject to the requirements for a written authorization set forth in HIPAA and further subject to the restrictions and other requirements set forth in this Agreement; and

WHEREAS, Outside Entity agrees to use EpicCare for the sole purpose of facilitating the provision and coordination of such Services to Clients who are also patients of BMH, as set forth herein.

NOW, THEREFORE, in consideration of Outside Entity's use of EpicCare and of the following mutual promises, covenants and conditions, the Parties agree as follows:

1. EpicCare Link.

1.1. Access to EpicCare. Subject to the terms and conditions of this Agreement, BMH hereby grants to Outside Entity non-transferable and non-exclusive access to EpicCare to permit Authorized Users (as defined in Section 1.2) to electronically access and use EpicCare solely for storing, processing, and displaying EHR and other information, images and content related to the provision and coordination of Services to Clients of Outside Entity who are also patients of BMH (the "**System License**"). Outside Entity understands and warrants that such access and use shall be limited to that achieved through unique access codes provided to each Authorized User by BMH, and that each Authorized User shall be prohibited from using another Authorized User's access code to access and/or use EpicCare. Outside Entity further understands and warrants that any and all access to EpicCare by an Authorized User shall occur on-site at a location owned or operated by Outside Entity. BMH may terminate individual Authorized Users' access and/or the entire System License at any time, for any reason, without penalty, regardless of any effect such termination may have on Outside Entity's operations.

1.2. Authorized Users. Outside Entity shall, in a manner designated by BMH, request access codes for any staff member to whom it wishes to permit use of EpicCare under the System License ("Authorized Users"). Outside Entity is responsible for all activities undertaken by Authorized Users utilizing EpicCare under the System License. BMH shall have the right to reject an Authorized User or suspend or terminate an Authorized User's access to EpicCare for any reason, or no reason whatsoever. Outside Entity shall ensure that each Authorized User signs an access form attached to this Agreement as Exhibit A agreeing to be bound by the terms of this Agreement and the EpicCare terms and conditions of use as may be adopted or updated by BMH. Outside Entity shall require at all times while this Agreement is in effect that each Authorized User: (i) does not share or otherwise disclose his or her login information or access to EpicCare with any other individual or entity and complies with all applicable provisions of BMH's information technology security program and policies; (ii) has never been excluded, suspended or made otherwise ineligible to participate in the Medicare or Medicaid programs, or any other federal health care program, as defined at 42 U.S.C. 1320a-7b(f) ("**Federal Health Care Program**"); and (iii) has never been convicted of or plead guilty or no contest to: (a) a felony, or (b) a misdemeanor

involving forgery, credit card fraud, bank fraud, or identity theft.

1.3. Equipment Responsibility. Outside Entity acknowledges and agrees that any hardware, software, network access or other components necessary for Outside Entity to access and use EpicCare must be obtained separately by Outside Entity. BMH is not responsible for the procurement, installation or maintenance of any necessary components, and BMH makes no representations or warranties regarding the components whatsoever, including, without limitation, the compatibility of EpicCare with such components. Any fees for the components shall be borne by Outside Entity and paid directly to the suppliers of the components.

2. Use or Disclosure of Protected Health Information.

2.1. Use or Disclosure of Protected Health Information. In the use and disclosure of the EHR, Outside Entity will comply, and will require its employees, agents, contractors, or representatives to comply with the applicable state and federal law governing the use and disclosure of patient information, including, without limitation, HIPAA.

2.1.1 The use of the EpicCare by Outside Entity and Authorized Users (as defined in Section 1.2) pursuant to this Agreement shall be solely for the purpose of providing Services and coordinating the provision of Services to Clients who are also patients of BMH.

2.2. Prohibited Uses of Protected Health Information. Outside Entity shall not access or use the EHR to generate copies of medical records pursuant to subpoena, request by Client or other authority. Instead, Outside Entity must refer the Client to BMH.

2.3. Safeguarding of Information. Outside Entity agrees that it will implement all appropriate safeguards to prevent unauthorized use or disclosure of protected health information (as that term is defined by HIPAA, "**PHI**"). Outside Entity agrees to comply with all federal and state laws and regulations regarding privacy, security, and electronic exchange of health information, as currently enacted or amended in the future. Outside Entity shall not use or disclose PHI received from BMH in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA. Outside Entity shall ensure that its Authorized Users, directors, officers, employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of BMH only in accordance with the provisions of this Agreement and applicable federal and state law. Outside Entity further agrees that all information accessed through EpicCare will be maintained at the highest level of confidentiality available at Outside Entity and in the same manner as Outside Entity safeguards the confidentiality of other patient care records, or as required by state and federal law.

2.4. Covered Entity Status. BMH and Outside Entity shall comply in all material respects with the standards for privacy established by HIPAA. BMH further recognizes its status as a "Covered Entity" under HIPAA and agrees to carry out its responsibilities under this Agreement in accordance with such status.

3. Reporting Unauthorized Use or Disclosure of PHI.

3.1. Notice to BMH. Within twenty-four (24) hours of its becoming aware of an unauthorized use or disclosure of PHI by Outside Entity, including, without limitation, its officers, directors, employees, contractors, agents, or third parties to which Outside Entity disclosed PHI, Outside Entity shall report such disclosure to BMH's Privacy Officer.

3.2. Potential Data Security Breach. If Outside Entity at any time has reason to believe that PHI transmitted pursuant to this Agreement may have been accessed or disclosed without proper authorization and contrary to the terms of this Agreement, Outside Entity shall immediately notify BMH's Privacy Officer and take actions to eliminate the cause of the breach. To the extent BMH deems warranted, in its sole discretion, BMH will provide notice, or require Outside Entity to provide notice, to individuals whose PHI may have been improperly accessed or disclosed.

3.3. Compliance Audits. BMH may perform audits and other investigations from time to time of Outside Entity's and Authorized Users' compliance with the terms and conditions of this Agreement (including compliance with applicable law). Outside Entity shall permit and cooperate with BMH, and shall cause Authorized Users to permit and cooperate with BMH, in performing any such audits or investigations to ensure Outside Entity's and Authorized Users' ongoing compliance with the terms and conditions of this Agreement (including compliance with applicable law).

3.4. Disciplinary Action. In the event that BMH identifies failures to comply with this Agreement by Outside Entity or an Authorized User, BMH may impose appropriate nonmonetary disciplinary actions. Disciplinary actions may include, without limitation, the termination of this Agreement (i.e. termination of Outside Entity's access to EpicCare), or termination of an individual Authorized User's access to EpicCare. BMH reserves the right to report illegal, inappropriate, or unprofessional conduct to appropriate licensing or other regulatory authorities. Outside Entity shall cooperate with BMH in order to adequately investigate complaints received involving the Authorized Users or any other employees or agents of Outside Entity. Outside Entity shall implement and maintain sanctions policy, produce it upon request, and discipline its employees or agents for any breach

of this Agreement or the EpicCare Terms and Conditions. Outside Entity's failure to comply with this Section 3.4 may result in the immediate termination of this Agreement and associated access to EpicCare.

4. Third Party Access. Outside Entity shall obtain the prior, written approval of BMH before allowing any agent or subcontractor of Outside Entity to access PHI that is created or received on behalf of BMH through EpicCare. In the event that BMH consents to such third party access on a case-by-case basis, Outside Entity shall ensure that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Outside Entity through this Agreement. Outside Entity shall require that any agent or subcontractor notify Outside Entity of any instances in which PHI is used or disclosed in an unauthorized manner. For the purposes of this Agreement, any unauthorized or impermissible use or disclosure of PHI by an agent or subcontractor of Outside Entity will be treated as if such use or disclosure were caused by Outside Entity itself.

5. Responsibility for Professional Decision-Making. Outside Entity and Authorized Users acknowledge and agree that the provision of EpicCare is not intended to, and shall not be deemed in any way to, eliminate, replace or substitute for, in whole or in part, the professional judgment of Outside Entity or Authorized Users in the furnishing of Services. Outside Entity has the sole and exclusive responsibility for any decisions made or actions taken by Outside Entity, Authorized Users, or any other employees, independent contractors or other personnel of Outside Entity or any Authorized User with respect to Services it furnishes to a Client.

6. Termination.

6.1. Without Cause. Either Party may terminate this Agreement by providing the other Party with notice of such termination at least fourteen (14) days prior to the effective date of termination.

6.2. Immediately upon Breach. BMH may terminate this Agreement immediately, without liability for such termination, in the event that BMH determines that Outside Entity, including, without limitation, its Authorized Users, directors, officers, employees, contractors or agents, has breached an obligation under this Agreement.

7. Disclaimer. BMH makes no warranties, either express or implied, as to EpicCare or any other items or services used in connection with EpicCare or this Agreement, and disclaims all express and implied warranties, including all express or implied warranties regarding the condition, merchantability, fitness for any particular purpose or non-infringement of EpicCare or any items or services used in connection with EpicCare or this Agreement. BMH does not warrant that any items or services provided pursuant to this Agreement will: (i) meet Outside Entity's business requirements or will operate in a particular computer environment, (ii) be accurate or error free, (iii) be uninterrupted or error free, or (iv) that any errors can be corrected.

8. Limitation on Liability. Neither BMH nor any of its affiliates shall have any liability for any damages whatsoever (including loss of profits or loss of goodwill) resulting from, arising out of or in connection with the use or inability to use or the performance or non-performance of EpicCare or any items or services provided under or in connection with this Agreement, even if they have been advised of the possibility of such damages or should have known of the possibility of such damages, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise. The limitations of liability and disclaimers of warranty stated in this Agreement form an essential basis of the bargain between the Parties.

9. Ownership of Data. This Agreement does not grant to Outside Entity any ownership interest in EpicCare, the EHR or any Protected Health Information. Rather, Outside Entity has a license to use EpicCare and the EHR as provided in this Agreement. Outside Entity acknowledges and agrees that Ownership of EpicCare, the EHR, any Protected Health Information, and all intellectual property rights in it shall remain at all times with BMH and, as applicable, BMH's third party suppliers, agents, or the applicable patient.

10. Copyright. EpicCare and the EHR contain material that is protected by United States copyright law and trade secret law, and by international treaty provisions. All rights not granted to Outside Entity by this Agreement are expressly reserved by BMH, and as applicable, BMH's third party suppliers and agents. Outside Entity shall not remove any proprietary notice of BMH or a third party from any copy of EpicCare or the EHR.

11. Indemnification. Outside Entity agrees to indemnify and hold harmless BMH and its affiliates, including, without limitation, their respective governing boards, officers, employees and agents, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, fines, and judgments, including litigation expenses and attorney's fees, which may arise from or are in any way related to Outside Entity's performance under this Agreement or negligent acts or omissions of its subcontractors, agents, or employees, including, but not limited to, any penalties, claims or damages arising from or pertaining to a breach of this Agreement, inappropriate use of EpicCare by Outside Entity, any Authorized User, or any person other than an Authorized User that Outside Entity permits or reasonably fails to prevent from accessing EpicCare in accordance with this Agreement, or the violation of any state or federal law applicable to the use, disclosure or protection of PHI subject to this Agreement. Such indemnification shall include but shall

not be limited to the full cost of any required notice to impacted individuals, including the costs to retain an outside consulting firm, vendor or outside attorneys to undertake the effort.

12. Referrals. Outside Entity and each Authorized User may refer individuals to any hospital or other health care facility or provider deemed by Outside Entity or such Authorized User qualified to deliver medical services to any particular individual. Nothing in this Agreement is intended to require or induce Outside Entity or any Authorized User to refer individual to any BMH hospital or affiliate.

13. Entire Agreement; Amendment. This Agreement constitutes the entire understanding relating to the subject matter hereof between the Parties. This Agreement may not be amended except in a writing duly executed by the Parties.

14. Compliance with Law. BMH and Outside Entity shall continuously comply, and Outside Entity shall ensure that all Authorized Users continuously comply with HIPAA, any state privacy and security laws and regulations applicable to BMH, and any other state privacy and security laws and regulations applicable to Outside Entity, or any Authorized User, in each case, as modified or amended from time to time; and any other applicable laws.

15. Independent Contractors. The Parties are and shall at all times be independent contractors with respect to the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, lease or joint venture relationship between or among any of the Parties or between BMH or any of its affiliates and any Authorized User.

16. Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation of this Agreement.

17. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Wisconsin, without regard to its conflict of laws principles that might make the law of some other jurisdiction applicable.

18. Severability. In the event that any provision of this Agreement is found to be invalid, void or unenforceable, the validity or enforceability of any other provision shall not be affected.

19. Assignment; Successors and Assigns. This Agreement may not be assigned by Outside Entity without the prior written consent of BMH. The provisions of this Agreement and obligations arising hereunder will extend to, be binding upon and inure to the benefit of the Parties and their respective assigns and successors in interest.

20. Notices. Any notice or other communication required by this Agreement to be in writing shall be deemed given when delivered either personally or by registered or certified mail, return receipt requested, or delivered by a reputable courier or delivery service, such as Federal Express, which can provide confirmation of delivery to the address most recently used by the receiving Party in its ordinary course business dealings with the sending Party in accordance with this Agreement (e.g., the address where invoices are sent, and checks submitted).

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

BMH	**OUTSIDE ENTITY**
BELLIN MEMORIAL HOSPITAL, INC.	_____
By: _____	By: _____
(printed name): _____	(printed name): _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Form of EpicCare Link Authorized User Access Agreement

See Attached.

EPICCARE LINK ACCESS AGREEMENT

This EpicCare Link Access Agreement ("**Agreement**"), effective as of July 26, 2025 (the "**Effective Date**"), is entered into by and between **GUNDERSEN LUTHERAN HEALTH SYSTEM, INC.**, and its Affiliates, and **BELLIN HEALTH SYSTEMS, INC.**, and its Affiliates, a Wisconsin nonprofit corporation ("**Emplify**") and the undersigned outside entity ("**Outside Entity**"). Emplify and Outside Entity are sometimes referred to in this Agreement individually as a "**Party**" and collectively, as the "**Parties**."

RECITALS

WHEREAS, Emplify operates and maintains an electronic health record system (the "Epic EHR System") which includes, without limitation, the EpicCare Link component of the Epic EHR System ("EpicCare"), for itself, its affiliated entities and certain other entities for whom Emplify hosts the electronic medical records system within the Epic EHR System pursuant to one or more written agreements (collectively, "Additional Organizations"); and

WHEREAS, Outside Entity provides or will provide professional or other health care services to Emplify patients; and

WHEREAS, Emplify utilizes EpicCare , which allows users to remotely access patient electronic health records among Emplify facilities, other health care providers affiliated with Emplify, physicians and physician practices with medical staff privileges at, or otherwise affiliated with, Emplify, and other providers of health care items and services within and around the Emplify service areas (collectively, the "**Providers**"); and

WHEREAS, EpicCare will allow Outside Entity to view and retrieve the electronic health records ("**EHR**") of Emplify patients for the purpose of treatment, payment, and certain health care operations to the extent permitted without authorization by the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as may be amended from time to time ("**HIPAA**"); and

WHEREAS, Emplify believes that Outside Entity's use of EHR through EpicCare would substantially facilitate the provision and continuity of such professional or other health care services to Emplify patients; and

WHEREAS, Emplify therefore desires to grant Outside Entity with "read only" or "read and write" access to EpicCare, subject to the restrictions and other requirements set forth in this Agreement; and

WHEREAS, Outside Entity agrees to use EpicCare to facilitate the provision and continuity of such professional or other health care services to Emplify patients.

NOW, THEREFORE, in consideration of Outside Entity's use of EpicCare and of the following mutual promises, covenants and conditions, the Parties agree as follows:

1. EpicCare Link.

1.1. Access to EpicCare. Subject to the terms and conditions of this Agreement, Emplify hereby grants to Outside Entity non-transferable and non-exclusive access to EpicCare to permit Authorized Users (as defined in Section 1.2) to electronically access and use EpicCare solely for storing, processing, and displaying EHR and other information, images and content related to the provision of health care to patients of Outside Entity (the "**System License**"). Outside Entity understands and warrants that such access and use shall be limited to that achieved through unique access codes provided to each Authorized User by Emplify, and that each Authorized User shall be prohibited from using another Authorized User's access code to access and/or use EpicCare. Outside Entity further understands and warrants that any and all access to EpicCare by an Authorized User shall occur through a secure portal using systems that are on-site at a location owned or operated by Outside Entity. Emplify may terminate individual Authorized Users' access and/or the entire System License at any time, for any reason, without penalty, regardless of any effect such termination may have on Outside Entity's operations.

1.2. Authorized Users. Outside Entity shall, in a manner designated by Emplify, request access codes for any medical provider or staff to whom it wishes to permit use of EpicCare under the System License ("Authorized Users"). Outside Entity is responsible for all activities undertaken by Authorized Users utilizing EpicCare under the System License. Emplify shall have the right to reject an Authorized User or suspend or terminate an Authorized User's access to EpicCare for any reason, or no reason whatsoever. Outside Entity shall ensure that each Authorized User acknowledges the EpicCare terms and conditions of use, as may be adopted or updated by Emplify. Outside Entity shall require at all times while this Agreement is in effect that each Authorized User: (i) does not share or otherwise disclose his or her login information or access to EpicCare with any other individual or entity; (ii) has never been excluded, suspended or made otherwise ineligible to participate in the Medicare or Medicaid programs, or any other federal health care program, as defined at 42 U.S.C. 1320a-7b(f) ("**Federal Health Care Program**"); and (iii) has never been convicted of or plead guilty or no contest to: (a) a felony, or (b) a misdemeanor involving forgery, credit card fraud, bank fraud, or identity theft.

1.3. Equipment Responsibility. Outside Entity acknowledges and agrees that any hardware, software, network access or other components necessary for Outside Entity to access and use EpicCare must be obtained separately by Outside Entity. Emplify is not responsible for the procurement, installation or maintenance of any necessary components, and Emplify makes no representations or warranties regarding the components whatsoever, including, without limitation, the compatibility of EpicCare with such components. Any fees for the components shall be borne by Outside Entity and paid directly to the suppliers of the components.

1.4. Site Administrator. Outside Entity shall designate two (2) employees of the Outside Entity to serve as the Site Administrator. Site Administrator shall be Emplify's primary point of contact for this Agreement. Site Administrator duties shall include but not limited to: (i) verify which employees have access to our patients' data, every 90 days; (ii) deactivate outdated user accounts within three (3) business days of user no longer having permission to use EpicCare; (iii) change/reset users' passwords; and (iv) review and respond to audit reports.

1.5. User Registration. Emplify shall provide Site Administrator with access to the user registration portal. Outside Entity shall direct Outside Entity employees authorized to access EpicCare under this Agreement to the Site Administrator who shall register employees as an EpicCare user. Registration requires Outside Entity employee to provide first and last name as well as business email address. Site Administrator shall request access for a new employee. Site Administrator shall notify Emplify within three (3) business days when an employee with EpicCare access is no longer employed by Outside Entity or when access to EpicCare is no longer needed.

2. Use or Disclosure of Protected Health Information.

2.1. Use or Disclosure of Protected Health Information. In the use and disclosure of the EHR, Outside Entity shall comply, and shall require its employees, agents, contractors, or representatives to comply with the applicable state and federal law, Joint Commission standards or standards of an equivalent accrediting body by with Centers for Medicare and Medicaid Services (CMS) has approved as a deemed status accreditation program, governing the use and disclosure of patient information, including, without limitation, HIPAA.

2.2. Prohibited Uses of Protected Health Information. Outside Entity shall not access or use the EHR to generate copies of medical records pursuant to subpoena, patient request or other authority. Instead, Outside Entity must utilize its own medical records that may include copies of Protected Health Information and/or refer the patient to Emplify.

2.3. Safeguarding of Information. Outside Entity agrees that it will implement all appropriate safeguards to prevent unauthorized use or disclosure of protected health information (as that term is defined by HIPAA, "**PHI**"). Outside Entity agrees to comply with all federal and state laws and regulations regarding privacy, security, and electronic exchange of health information, as currently enacted or amended in the future. Outside Entity shall not use or disclose PHI received from Emplify in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA. Outside Entity shall ensure that its Authorized Users, directors, officers, employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of Emplify only in accordance with the provisions of this Agreement and applicable federal and state law. Outside Entity further agrees that all information accessed through EpicCare will be maintained at the highest level of confidentiality available at Outside Entity and in the same manner as Outside Entity safeguards the confidentiality of other patient care records, or as required by state and federal law. To the extent applicable, Outside Entity agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI when Authorized Users are using EpicCare. Outside Entity agrees to make its policies and procedures, and documentation relating to such safeguards, available to Emplify upon request.

2.4. Reciprocal Access. Outside Entity agrees to implement and utilize EpicCare and shall provide Emplify with reciprocal access to Outside Entity's medical records (electronic or otherwise) related to any patient whose information is used or accessed by Outside Entity through EpicCare for the purposes of treatment, payment, or health care operations to the extent permitted without patient authorization by HIPAA. Outside Entity shall use EpicCare in accordance with any network security policies and terms and conditions of use issued by Emplify from time to time.

2.5. Covered Entity Status. Emplify and Outside Entity shall comply in all material respects with the standards for privacy established by HIPAA. Emplify and Outside Entity further recognize their status as "Covered Entities" under HIPAA and agree to carry out their responsibilities under this Agreement in accordance with such status.

3. Reporting Unauthorized Use or Disclosure of PHI.

3.1. Notice to Emplify. Within twenty-four (24) hours of it becoming aware of an unauthorized use or disclosure of PHI by Outside Entity, including, without limitation, its officers, directors, employees, contractors, agents, or third parties to which Outside Entity disclosed PHI, Outside Entity shall report such disclosure to Emplify's Privacy Officer.

3.2. Potential Data Security Breach. If Outside Entity at any time has reason to believe that PHI transmitted pursuant to this Agreement may have been accessed or disclosed without proper authorization and contrary to the terms of this Agreement, Outside Entity shall notify Emplify's Security Officer within twenty-four (24) hours and take actions to eliminate the cause of the breach. To the extent Emplify deems warranted, in its sole discretion, Emplify will provide notice, or require Outside Entity to provide notice, to individuals whose PHI may have been improperly accessed or disclosed.

3.3. Compliance Audits. Emplify may perform audits and other investigations from time to time of Outside

Entity's and Authorized Users' compliance with the terms and conditions of this Agreement (including compliance with applicable law). Outside Entity shall permit and cooperate with Emplify, and shall cause Authorized Users to permit and cooperate with Emplify, in performing any such audits or investigations to ensure Outside Entity's and Authorized Users' ongoing compliance with the terms and conditions of this Agreement (including compliance with applicable law). Site Administrator shall be Emplify's primary point of contact for audits. Site Administrator shall respond to all requests without unreasonable delay and in no event longer than ten (10) business days. Failure to comply with this provision may result in suspension or termination of any or all of Outside Entity's Authorized Users' access to EpicCare.

3.4. Disciplinary Action. In the event that Emplify identifies failures to comply with this Agreement by Outside Entity or an Authorized User, Emplify may impose appropriate nonmonetary disciplinary actions. Disciplinary actions may include, without limitation, the termination of this Agreement (i.e. termination of Outside Entity's access to EpicCare), or termination of an individual Authorized User's access to EpicCare, and termination of an Authorized User's Emplify Medical Staff membership(s), as applicable. Emplify reserves the right to report illegal, inappropriate, or unprofessional conduct to appropriate licensing or other regulatory authorities. Outside Entity shall cooperate with Emplify in order to adequately investigate complaints received involving the Authorized Users or any other employees or agents of Outside Entity. Outside Entity shall implement and maintain sanctions policy, produce it upon request, and discipline its employees or agents for any breach of this Agreement or the EpicCare Terms and Conditions. Outside Entity's failure to comply with this Section 3 may result in the immediate termination of this Agreement and associated access to EpicCare.

4. Third Party Access. Outside Entity shall obtain the prior, written approval of Emplify before allowing any agent or subcontractor of Outside Entity to access PHI that is created or received on behalf of Emplify through EpicCare. In the event that Emplify consents to such third-party access on a case-by-case basis, Outside Entity shall ensure that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Outside Entity through this Agreement. Outside Entity shall require that any agent or subcontractor notify Outside Entity of any instances in which PHI is used or disclosed in an unauthorized manner. For the purposes of this Agreement, any unauthorized or impermissible use or disclosure of PHI by an agent or subcontractor of Outside Entity will be treated as if such use or disclosure were caused by Outside Entity itself.

5. Responsibility for Medical Decisions. Outside Entity and Authorized Users acknowledge and agree that the provision of EpicCare is not intended to, and shall not be deemed in any way to, eliminate, replace or substitute for, in whole or in part, the medical judgment of Outside Entity or Authorized Users, or the analysis or treatment of any patient's medical condition. Outside Entity has the sole and exclusive responsibility for any medical decisions made or actions taken by Outside Entity, Authorized Users, or any other employees, independent contractors or other personnel of Outside Entity or any Authorized User with respect to a patient's medical care and treatment.

6. Termination.

6.1. Without Cause. Either Party may terminate this Agreement by providing the other Party with notice of such termination at least fourteen (14) days prior to the effective date of termination.

6.2. Immediately upon Breach. Emplify may terminate this Agreement immediately, without liability for such termination, in the event that Emplify determines that Outside Entity, including, without limitation, its Authorized Users, directors, officers, employees, contractors or agents, has breached an obligation under this Agreement.

6.3. Effect of Termination. Upon termination of this agreement, Outside Entity shall cease access to EpicCare and Emplify shall promptly deactivate Outside Entity's Authorized Users' access to EpicCare.

7. Disclaimer. Emplify makes no warranties, either express or implied, as to EpicCare or any other items or services used in connection with EpicCare or this Agreement (including, but not limited to, any information accessed through EpicCare), and disclaims all express and implied warranties, including all express or implied warranties regarding the condition, merchantability, fitness for any particular purpose or non-infringement of EpicCare or any items or services used in connection with EpicCare or this Agreement (including, but not limited to, of any information accessed through EpicCare). Emplify does not warrant that any items or services provided pursuant to this Agreement (including, but not limited to, any information accessed through EpicCare) will: (i) meet Outside Entity's business requirements or will operate in a particular computer environment, (ii) be accurate or error free, (iii) be uninterrupted or error free, or (iv) that any errors can be corrected.

8. Limitation on Liability. Neither Emplify nor any of its affiliates shall have any liability for any damages whatsoever (including loss of profits or loss of goodwill) resulting from, arising out of or in connection with the use or inability to use or the performance or non-performance of EpicCare or any items or services provided under or in connection with this Agreement, even if they have been advised of the possibility of such damages or should have

known of the possibility of such damages, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise. The limitations of liability and disclaimers of warranty stated in this Agreement form an essential basis of the bargain between the Parties.

9. Ownership of Data. This Agreement does not grant to Outside Entity any ownership interest in EpicCare, the EHR or any Protected Health Information. Rather, Outside Entity has a license to use EpicCare and the EHR as provided in this Agreement. Outside Entity acknowledges and agrees that Ownership of EpicCare, the EHR, any Protected Health Information, and all intellectual property rights in it shall remain at all times with Emplify and, as applicable, Emplify's third party suppliers, agents, or the applicable patient.

10. Copyright. EpicCare and the EHR contain material that is protected by United States copyright law and trade secret law, and by international treaty provisions. All rights not granted to Outside Entity by this Agreement are expressly reserved by Emplify, and as applicable, Emplify's third party suppliers and agents. Outside Entity shall not remove any proprietary notice of Emplify or a third party from any copy of EpicCare or the EHR. During the term of this Agreement, Emplify grants to Outside Entity a non-exclusive license, without the right to grant sub-licenses, to use EpicCare, at Outside Entity's location, subject to the terms and conditions of this Agreement. Outside Entity shall not have or acquire any rights in any trademarks, copyrights or other intellectual property belonging to Emplify or Epic Systems Corporation. Outside Entity shall only have the right to use EpicCare in the manner prescribed in this Agreement.

11. Indemnification. Outside Entity agrees to indemnify and hold harmless Emplify and its affiliates, including, without limitation, their respective governing boards, officers, employees and agents, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, fines, and judgments, including litigation expenses and attorney's fees, which may arise from or are in any way related to Outside Entity's performance under this Agreement or negligent acts or omissions of its subcontractors, agents, or employees, including, but not limited to, any penalties, claims or damages arising from or pertaining to a breach of this Agreement, inappropriate use of EpicCare by Outside Entity, any Authorized User, or any person other than an Authorized User that Outside Entity permits or reasonably fails to prevent from accessing EpicCare in accordance with this Agreement, or the violation of any state or federal law applicable to the use, disclosure or protection of PHI subject to this Agreement. Such indemnification shall include but shall not be limited to the full cost of any required notice to impacted individuals, including the costs to retain an outside consulting firm, vendor or outside attorneys to undertake the effort.

12. Referrals. Outside Entity and each Authorized User may refer patients to any hospital or other health care facility or provider deemed by Outside Entity or such Authorized User qualified to deliver medical services to any particular patient. Nothing in this Agreement is intended to require or induce Outside Entity or any Authorized User to refer patients to any Emplify hospital or affiliate.

13. Entire Agreement; Amendment. This Agreement constitutes the entire understanding relating to the subject matter hereof between the Parties. This Agreement may not be modified or amended. Upon thirty (30) days advanced written notice to Outside Entity, Emplify shall have the right to modify this agreement in its sole discretion.

14. Compliance with Law. Emplify and Outside Entity shall continuously comply, and Outside Entity shall ensure that all Authorized Users continuously comply with HIPAA, any state privacy and security laws and regulations applicable to Emplify, Outside Entity, or any Authorized User, in each case, as modified or amended from time to time; and any other applicable laws.

15. Independent Contractors. The Parties are and shall at all times be independent contractors with respect to the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, lease or joint venture relationship between or among any of the Parties or between Emplify or any of its affiliates and any Authorized User.

16. Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation of this Agreement.

17. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Wisconsin, without regard to its conflict of laws principles that might make the law of some other jurisdiction applicable. Any judicial or other proceedings arising from or relating to the interpretation or enforcement of this Agreement shall be brought and venued in the state or federal courts of the State of Wisconsin. Outside Entity hereby consents to personal jurisdiction of such courts in any suit, action or proceeding and waives any jurisdictional, venue, or other defenses relating thereto.

18. Severability. In the event that any provision of this Agreement is found to be invalid, void or unenforceable, the validity or enforceability of any other provision shall not be affected.

19. Assignment; Successors and Assigns. This Agreement may not be assigned by Outside Entity without the prior written consent of Emplify. The provisions of this Agreement and obligations arising hereunder will extend to, be binding upon and inure to the benefit of the Parties and their respective assigns and successors in interest.

20. Notices. Any notice or other communication required by this Agreement to be in writing shall be deemed given when delivered either personally or by registered or certified mail, return receipt requested, or delivered by a reputable courier or delivery service, such as Federal Express, which can provide confirmation of delivery to the address most recently used by the receiving Party in its ordinary course business dealings with the sending Party in accordance with this Agreement (e.g., the address where invoices are sent, and checks submitted).

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Emplify	**OUTSIDE ENTITY**
EMPLIFY HEALTH	
By:	By:
(printed name): Peter Vandenhouten	(printed name):
Title: Assistant Secretary	Title:
Date: April 1, 2025	Date:

City of De Pere, Wisconsin **I.23**

Request for Common Council Action

MEETING DATE:	May 20, 2025
DEPARTMENT:	Administration
FROM:	Kim Flom, City Manager
SUBJECT:	Consideration and Possible Action on the Negotiation of EMS Contracts with the Town of Ledgeview and the Town of Lawrence.
RECOMMENDED ACTION:	

PLEASE TAKE NOTICE that the Council may convene in closed session pursuant to Wis. Stat. §19.85(1) for agenda item 23:
(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may then reconvene thereafter in open session pursuant to Wis. Stat. §19.85(2) to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

ATTACHMENTS:
None