Common Council

Regular Meeting

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

Agenda

Tuesday, November 21, 2023 | **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 **November 21, 2023** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
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 http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the November 7, 2023 Common Council meeting.
4. Public Hearing on the proposed Budget for calendar year 2024.
   A. Presentation of 2024 Budget.
   B. Notice of Public Hearing.
   C. Approval of proposed 2024 Budget.
   D. Resolution #23-119 Adoption of Tax Levy for City Purposes to Support the 2024 City Budget.
5. 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.
6. Recommendation from the Board of Park Commissioners to approve proposal from Pink Flamingo for improvements to the Legion softball field fence.
7. Recommendation from Board of Public Works to award Contract 23-24 City Hall Roof Fall Restraint Project to IEI General Contractors, Inc. in the amount of $62,500.00.
8. Recommendation from Finance/Personnel Committee to authorize City's Bargaining Teams and participation in Collective Bargaining with Police and Fire Unions.
9. Recommendation and Approval to confirm appointment of Chrystal Woller to position of Health Officer/Director.

10. Consideration and Possible Action on PFAS Class Action Litigation.
11. Ordinance #23-18 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23 Schedule G Parking).
12. Resolution 23-120 Supporting Wisconsin Department of Transportation Relocation of the Preserve Trail at Southbridge Road and Innovation Court.
13. Resolution #23-121 Approving Lease Agreement between the City of De Pere and Brown County (WD-70 and WD-70-2; adjacent to Brown County Fairgrounds).
14. Resolution #23-122 Authorizing Renewal of Planned Service Agreement between the City of De Pere and Johnson Controls Fire Protection LP (Community Center Access Control System).
15. Resolution #23-123 Authorizing Storm Water Line Easement (Fox River State Trail; ED-80-3).
16. Resolution #23-124 Approving Revision #2 to the State/Municipal Financial Agreement for a State - LET Highway Project (STH 32 - Main Avenue & Reid Street).
17. Resolution #23-125 Approving Grant Agreement between the State of Wisconsin Department of Health Services for Local Public Health Department Division of Public Health Contract #61880.
18. Resolution #23-126 Approving Brown County Community Area Network Fiber Agreement among the City of De Pere, Brown County, the University of Wisconsin-Green Bay and St. Norbert College.
19. Resolution #23-127 Authorizing Development Agreement Regarding Facility Expansion Between the City of De Pere and MASK, LLC (Plant No. 8; 1862 Commerce Drive).
20. Reso #23-128 Authorizing Development Agreement Between the City of De Pere and Developer (126 South Broadway and 310 North Wisconsin).
21. Voucher approval.
22. Future agenda items.
23. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Bryan Van de Hei, Pink Flamingo

Karl Schmidt, Belmark

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the November 7, 2023 Common Council meeting.**

ATTACHMENTS:

- 11-7-23 Common Council minutes_draft (PDF)

Common Council

Regular Meeting

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

Draft Minutes

Tuesday, November 7, 2023 | 7:30 PM | Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the October 17, 2023, regular meeting of the Common Council.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

4. Public Hearing to act on a request to amend the 2010 City of De Pere Comprehensive Plan Update at the following properties: Parcels WD-L281-1, WD-L183-3-2, WD-L183-3, and WD-L183-3-3, approximately 0 feet northwest of the Lawrence Dr and Southbridge Rd intersection.

   A. Notice of Public Hearing.

   The notice of public hearing was published in the Press Times on September 29, 2023.

   B. Recommendation from Plan Commission.

   Development Services Director Dan Lindstrom outlined the request presented to the Plan Commission, and reported that the parcels are adjacent to similar property uses and the southern bridge corridor.

   Mayor Boyd declared the public hearing open. No one wished to speak so he declared the public hearing closed.

   C. Ordinance #23-17 Adopting Amendment to the 2010 Update to the City of De Pere Comprehensive Plan.

   Development Services Director Lindstrom said that although specific site plans have not been submitted, the applicants are aware that Lawrence Drive is not a truck route.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

5. 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.

6. Recommendation from Plan Commission to approve a 35-lot and 2-outlot extraterritorial final plat of Little Rapids Subdivision at 2700 BLK Lawrence DR in Lawrence (Parcel L-2184).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

7. Recommendation from the Business Improvement District Board to approve the De Pere Business Improvement District 2024 Operating Plan.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

8. Consideration and Possible Action to create a Memorandum of Understanding or Agreement with Immel Construction for the potential development of the vacant parcel at 360 Main Ave into a City-led, mixed-use redevelopment proposal that includes commercial space, underground parking, market rate, and workforce/affordable housing.

   Development Services Director Dan Lindstrom reported that the City has lost a lot of affordable/workforce housing, and unfortunately does not score high enough to qualify for tax credit programs. This proposed project would be city-led to "meet multi-family in the middle". The purpose of the MOU is to investigate the feasibility of this type of project. DCD Lindstrom then fielded questions from Council members and provided the following responses:

   The proposed building would be tax exempt if the City owns it, and taxable if it is sold. Municipalities can make a Payment In Lieu of Tax (PILOT), which would demonstrate to a potential buyer that it is marketable. The building could potentially be five floors; the number of units would be determined during the consulting process. If certain units or floors of the building were sold as condos, then those portions would be taxable.
   The City would hire a management group to manage the property. City staff did not do a Request for Proposals (RFP) for this project, but would solicit bids if it gets to the

construction phase. The results of this agreement will come back to Council after two levels of review.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

9. Recommendation from the Board of Park Commissioners to accept De Pere Baseball proposal to improve Gandrud Field.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

10. Consideration and Possible Action to approve change order #4 for the Nelson Family Pavilion to upgrade electrical service to 400-amp, funded from the Nelson Family Pavilion Fund.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

11. Consideration and Possible Action to approve Change Order #5 for the Nelson Family Pavilion to bore fiber optic conduit under the Fox River Trail to existing fiber box, funded by the Nelson Family Pavilion Fund.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

12. Consideration and Possible Action on request to reduce rental fee for the Holiday Light Show at Brown County Fairgrounds.

Parks Director Marty Kosobucki explained that staff has been working with the Brown County Parks Department on a lease agreement to take over operations of the City's portion of the fairgrounds. When the holiday light show company applied to rent the fairgrounds, the County told them there would not be a fee for our side, in anticipation of the planned lease agreement. However, because the lease has not been finalized yet, the company has to pay to use the City's side of the property. Staff is bringing the request to Council to see if a fee reduction would be considered; they bypassed the Board of Park Commissioners due to the timing of when the problem was discovered and the start of the event. City Administrator Larry Delo explained that Council has adopted a fee schedule approved by the Board of Park Commissioners; there is no ability to adjust the fee for individuals unless Council changes the policy by resolution.

Alderperson Carpenter moved, seconded by Alderperson Raasch to open the meeting. Upon vote, motion carried unanimously. Event organizer Michael Matthew addressed Council members and answered questions. Alderperson Raasch moved, seconded by Alderperson Ledvina to close the meeting. Upon vote, motion carried unanimously.

Discussion followed regarding the feasibility of finalizing the lease agreement before the event start date. Council members concurred that they would prefer not to take action at this time, but instead encourage the finalization of the lease. Director Kosobucki confirmed that once the lease agreement is in place, the City would receive payments from the County, eliminating the need for event holders to pay separate fees for the use of the City's portion of the fairgrounds.

RESULT:	**NO ACTION**

13. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons Hockey Team), 1450 Ft. Howard Av. Submitted by De Pere Deacons Hockey Team, Inc. Agent: David E. Lepp, Green Bay, WI.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

14. Recommendation from the License Committee on an application for a Class "A" Fermented Malt Beverage and "Class A" Intoxicating Liquor License for RSL Petroleum LLC (DBA Lawrence Food Mart), 1017 4th St. Submitted by RSL Petroleum LLC, Agent: Lok Bhatta, Manitowoc, WI.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Quigley, Raasch

15. Recommendation from the License Committee on the request by Steven Lujan to appear before the License Committee regarding the denial of his operator license application.

RESULT:	**DENIED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

16. Resolution #23-118 Disallowance of Claim (Oscar Mendoza Quinones).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

17. Appointments to the Sustainability Commission by Mayor Boyd.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

18. Voucher approval.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

19. Future agenda items.

None.

20. Adjournment.

Alderperson Raasch moved, seconded by Alderperson Ledvina to adjourn the meeting at 8:16 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing on the proposed Budget for calendar year 2024.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Presentation of 2024 Budget.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Notice of Public Hearing.**

ATTACHMENTS:

- 2024 Budget Hearing Publication (PDF)

2024 BUDGET
CITY OF DE PERE, WISCONSIN

The Common Council of the City of De Pere will hold a public hearing on the proposed budget for calendar year 2024 on Tuesday, November 21, 2023, commencing at 7:30 p.m. in the Council Chambers of De Pere City Hall, 335 S Broadway St, De Pere Wisconsin. The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Computer/smart phone access https://www.gotomeet.me/DePere or dial in using your phone toll free 1-866-899-4679 or 1-312-757-3117 Access Code: 154-883-285. Notice is hereby given that the details of the proposed Budget will be on file in the Clerk's office in City Hall beginning on November 3rd, 2023 and will be open for public inspection during regular office hours. A summary of the proposed budget is published herewith.

Dated this 3rd day of November, 2023

GENERAL FUND	2022 ACTUAL	2023 ESTIMATED	2023 ADOPTED BUDGET	2024 PROPOSED BUDGET	PERCENT CHANGE
REVENUES					
Taxes (other than property)	$472,122	$516,319	$579,620	$506,120	
Public Improvements	$10,780	$10,000	$10,000	$10,000	
Intergovernmental	$4,228,007	$4,108,515	$3,781,932	$4,363,072	
Licenses and Permits	$867,152	$664,463	$1,045,584	$889,857	
Fines, Forfeitures & Penalties	$250,348	$261,500	$335,000	$270,000	
Public Charges for Services	$3,037,925	$3,071,384	$3,010,954	$3,120,446	
Intergovernmental Charges for Services	$532,077	$534,024	$526,896	$565,483	
Miscellaneous	$382,002	$1,891,575	$521,428	$1,529,000	
Fund Balance Applied	$0	$0	$102,601	$0	
Transfers from Other Funds	$1,534,929	$261,400	$1,461,400	$593,007	
TOTAL GENERAL FUND REVENUES	**$11,315,342**	**$11,319,180**	**$11,375,415**	**$11,846,985**	**4.15%**
EXPENDITURES					
General Government	$2,069,505	$2,126,246	$2,116,923	$2,342,868	
Other General Government	$168,737	$205,657	$460,736	$408,916	
Public Safety	$10,124,937	$10,726,891	$10,666,786	$11,436,159	
Public Works	$2,061,903	$2,413,761	$2,355,199	$2,386,403	
Solid Waste & Recycling	$730,451	$860,557	$858,567	$917,964	
Health & Social Services	$706,614	$668,784	$728,923	$747,566	

Culture, Recreation & Education	$2,865,897	$2,971,385	$2,986,808	$3,225,494	
Conservation & Development	$422,279	$376,218	$375,945	$452,125	
Capital Outlay	$658,699	$323,527	$42,085	$350,650	
Contingency Fund	$0	$0	$0	$0	
Transfer to Other Funds	$22,631	$0	$0	$0	
TOTAL GENERAL EXPENDITURES	**$19,831,653**	**$20,673,026**	**$20,591,972**	**$22,268,145**	**8.14%**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	($8,516,311)	($9,353,846)	($9,216,557)	($10,421,160)	**13.07%**
General Fund Property Tax Levy	$8,615,156	$9,216,557	$9,216,557	$10,421,160	**13.07%**
GENERAL FUND SURPLUS (DEFICIT)	$98,845	($137,289)	$0	$0	
SPECIAL REVENUE FUNDS					
Revenues	$282,310	$324,633	$324,633	$332,029	2.28%
Expenditures	($141,663)	($166,471)	($166,471)	($173,867)	4.44%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$140,647	$158,162	$158,162	$158,162	0.00%
SPECIAL REVENUE FUND PROPERTY TAX	$0	$0	$0	$0	
SPECIAL REVENUE FUND SURPLUS (DEFICIT)	$140,647	$158,162	$158,162	$158,162	
DEBT SERVICE FUND					
Revenues	$2,705,324	$3,013,540	$3,138,541	$3,760,097	19.80%
Expenditures	($8,563,175)	($7,602,862)	($8,493,791)	($8,649,568)	1.83%
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	($5,857,851)	($4,589,322)	($5,355,250)	($4,889,471)	-8.70%
Debt Service Fund Property Tax Levy	$4,049,205	$4,438,614	$4,438,614	$4,239,594	**-4.48%**
Debt Service Fund Surplus (Deficit)	($1,808,646)	($150,708)	($916,636)	($649,878)	

CAPITAL PROJECTS FUNDS

Revenues	$8,743,442	$3,556,336	$10,642,991	$11,410,279	7.21%
Expenditures	($7,932,904)	($6,491,481)	($11,221,647)	($10,115,235)	-9.86%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$810,538	($2,935,145)	($578,656)	$1,295,044	**-323.80%**
CAPITAL PROJECTS FUNDS PROPERTY TAX LEVY	$1,742,276	$1,742,276	$1,742,276	$1,841,276	5.68%
CAPITAL PROJECTS SURPLUS (DEFICIT)	$2,552,814	($1,192,869)	$1,163,620	$3,136,320	

FUND BALANCES

	General Fund	Special Revenue	Debt Service	Capital Projects	Proprietary Funds
Actual as of January 1, 2023	$10,714,006	$3,708,890	$1,985,896	$4,941,468	$68,429,478
Projected December 31, 2023	$10,576,717	$3,867,052	$1,835,188	$3,748,599	$69,783,984

CITY PROPERTY TAX LEVY

	2022	2023	2024	Percent Change
General Fund	$8,615,156	$9,216,557	$10,421,160	13.07%
Debt Service Fund	$4,049,205	$4,438,614	$4,239,593	-4.48%
Capital Projects Fund	$1,742,276	$1,742,276	$1,841,276	5.68%
City Tax Increment Levy	$980,172	$773,821	$1,643,991	112.45%
TOTAL TAX LEVY	**$15,386,809**	**$16,171,268**	**$18,146,020**	**12.21%**

CITY TAX RATES

(PER $1,000 ASSESSED VALUE)	**$6.27**	**$5.85**	**$5.61**	**-3.95%**
(PER $1,000 EQUALIZED VALUE)	**$6.13**	**$5.60**	**$5.47**	**-2.27%**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**C. Approval of proposed 2024 Budget.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**D. Resolution #23-119 Adoption of Tax Levy for City Purposes to Support the 2024 City Budget.**

The budget document can be found at the following link:
https://www.deperewi.gov/egov/documents/1700153171_23288.pdf

ATTACHMENTS:

- Reso23-119 (PDF)

RESOLUTION #23-119

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2024 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2024 City Budget; and

WHEREAS, the City Clerk, having published a Class 1 Notice of Public Hearing regarding the proposed 2024 City Budget, a public hearing having been held on November 21, 2023, at 7:35 p.m., and the Common Council having heard all interested parties or their agents and attorneys; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2024 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

> That the De Pere Common Council hereby approves the 2024 Budget as presented; further the Common Council adopts a total 2023 property tax levy to support the City's 2024 Budget and that this levy be further apportioned according to the following: General Fund ($10,421,160); Debt Service ($4,239,593); Capital Projects ($1,841,276); and Local Levy TID Districts ($1,643,991).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to approve proposal from Pink Flamingo for improvements to the Legion softball field fence.**

ATTACHMENTS:

- Council Memo.Legion Softball Improvement (PDF)
- Memo.Pink Flamingo (DOCX)

CITY OF DE PERE
MEMO

To: Common Council
From: Marty Kosobucki
Date: November 21, 2023

RE: Pink Flamingo Donation

The Board of Park Commissioners is recommending the acceptance of an $8,000 donation from Pink Flamingo to improve the Legion Softball Field.

The proposal from Pink Flamingo is to jointly improve Legion Softball Field by extending the outfield fence upward. Pink Flamingo is proposing contributing $8,000 toward the project and the City participate by funding the balance. Staff received a quote of approximately $17,000 to install a 3 ft extension on the outfield fence. The funding for this would come from ARPA money allocated for Legion Ball Field renovation.

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: October 19, 2023

RE: Pink Flamingo diamond proposal

The Pink Flamingo have reached out to the City to propose a joint effort in improving the Legion Softball Field. They are proposing an extension to the outfield fence that would raise it 3 ft. The purpose of this is to reduce the amount of home runs that occur, and provide advertising space without hindering spectator views.

The outfield fence at Legion Ball Field is relatively short with Left Field being 240 ft, Center Field 235 ft and Right Field 250 ft in length. Even though the current fence stands at approximately 7 ft, the field is still short for softball standards, especially when you consider the advancement in technology of softball equipment.

We have received a quote from Fortress Fence in the amount of $16,970 to provide a 3ft stub on top of the current posts and replace with 10ft fabric. Pink Flamingo has offered to donate $8,000 toward this project/improvement.

While we do not have money allocated for this project, or proposed in the 2024 Budget, an option to consider is using the left over money from the Legion Softball Renovation project that was funded from ARPA money. The budget for the Legion Renovation project was $75,000 and we will have at least $10,000 left after all repairs have been completed.

Staff Recommendation: Accept proposal from Pink Flamingo.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from Board of Public Works to award Contract 23-24 City Hall Roof Fall Restraint Project to IEI General Contractors, Inc. in the amount of $62,500.00.**

The Board of Public Works voted unanimously to recommend awarding the contract to IEI at its meeting on November 13, 2023.

ATTACHMENTS:

- Consider City Hall Green Roof Fall Restraint Project 11-8-2023 (DOCX)
- City Hall Green Roof Fall Restraint Project 11-8-2023 (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: November 8, 2023
RE: Consideration and Possible Action on City Hall Roof Fall Restraint Project*

The City hired Robert E. Lee & Associates (REL) to design and bid the installation of fall restraint railing on the City Hall's green roof. The project was bid and REL received the following bids:

IEI General Contractors, De Pere, WI	= $ 62,500.00
Bayland Buildings, Hobart, WI	= $ 90,395.00

REL reviewed the bids and is recommending (See attached) awarding the project to IEI General Contractors in the amount of $62,500.00. The funding for this project was approved under the 2023 budget under capital projects in the amount of $100,000.

If you should have any questions or concerns regarding this matter, feel free to contact my office.

Robert E. Lee & Associates, Inc.
Engineering | Environmental | Surveying | Ecological

1250 Centennial Centre Blvd
Hobart, WI 54155
920-662-9641
releeinc.com

November 8, 2023

Mr. Scott Thoresen
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: City Hall Green Roof Fall Restraint
Contract 404-23-01

Dear Mr. Thoresen:

Bids were opened on November 2, 2023, for the City Hall Green Roof Fall Restraint project, Contract 404-23-01. Bids were received from two (2) contractors, ranging in cost, from $62,500.00 to $90,395.00 for the base bid. The low bidder was IEI General Contractors, De Pere, WI. A bid tabulation is enclosed.

We have reviewed the documents submitted with the bids and everything appears to be in order. Therefore, we recommend the City award the contract to IEI General Contractors for the bid amount of $62,500.00.

If you have any questions, please do not hesitate to call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Ashley Nelson, P.E.
Transportation Manager

AN/LAR

ENC.

ITEMIZED BID TABULATION
OWNER: CITY OF DE PERE
PROJECT: City Hall Green Roof Fall Restraint
CONTRACT: 404-23-01
BID DATE: November 2, 2023 - 10:00 a.m.

Line Item	Item Code	Item Description	Unit	Qty.	IEI GENERAL CONTRACTORS De Pere, WI		BAYLAND BUILDINGS Hobart, WI	
					Unit Price	Extension	Unit Price	Extension
1	5000.01	Structural Steel Railing, Complete.	LF	308	$199.67	$61,498.36	$202.63	$62,410.04
2	5000.02	Mobilization, Complete.	EACH	1	$1,001.64	$1,001.64	$27,984.96	$27,984.96
		Total - Base Bid - Bid Items 1 - 2				***$62,500.00***		***$90,395.00***
Total Contract 404-23-01, Bid Items 1-2						**$62,500.00**		**$90,395.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from Finance/Personnel Committee to authorize City's Bargaining Teams and participation in Collective Bargaining with Police and Fire Unions.**

The Finance/Personnel Committee, at its meeting on November 14, 2023, moved to approve the City's bargaining teams as presented by the City Attorney for the Fire and Police respective teams. The Motion was approved by unanimous vote.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**Human Resources**
FROM:	**Kay Lenzen**
SUBJECT:	**Recommendation and Approval to confirm appointment of Chrystal Woller to position of Health Officer/Director.**

ATTACHMENTS:

- Letter of appointment confirmation - Chrystal Woller - Health Officer-Director (PDF)

CITY OF DE PERE
MEMO

To: Members of the Common Council
From: James Boyd, Mayor
Date: November 21, 2023

RE: **Recommendation and Approval to Confirm Appointment of Chrystal Woller to Position of Health Officer/Director**

The Human Resources Department has completed the recruitment and selection process for the Health Officer/Director position. Based on the interview panel's recommendation, I would like to appoint Chrystal Woller to the position of Health Officer/Director effective January 5, 2024, and I am asking for your confirmation.

Chrystal served as the Health & Wellness Services Director at St. Norbert College from 2016 until now. In this position, she provides leadership and management of health and wellness services serving approximately 1,700 students and 500 employees. She leads a fifteen-person department consisting of support staff, registered nurses, a psychiatrist, nurse practitioner and physician's assistant, a health educator, counselors and massage therapists. She develops and maintains appropriate ambulatory care and preventative health and wellness services benchmarked with the Accreditation Association for Ambulatory Healthcare (AAAHC) standards and the American College Health Association (ACHA) standards. In her role she advises college administration on creating and maintaining campus health policies to include implementation and evaluation. She also maintains fiscal responsibility for department operations and manages a budget in excess of $800,000. There she establishes and maintains collaborative partnerships with campus and community partners including the Medial College of Wisconsin, De Pere and Brown County Health Departments and the Wisconsin Division of Public Health. Prior to St. Norbert College, Chrystal was the Health Officer/Director for the City of De Pere from 2013 - 2016. In that role she provided leadership to the health department and was responsible for the fiscal, human resource and operational management of the health department.

Based on her background, we believe Chrystal will be a tremendous asset to the De Pere community, and we are excited to have her on our team as Health Officer/Director.

If you have any questions regarding this confirmation, I would ask that you contact me in advance of the meeting. I can be reached at 339-4040.

Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Consideration and Possible Action on PFAS Class Action Litigation.**

This matter was reviewed by the Board of Public Works at its November 13, 2023, meeting. No action was taken during that meeting.

ATTACHMENTS:

- BOPW PFAS Class Action Litigation Memo (PDF)

CITY OF DE PERE
MEMO

To: Board of Public Works Members
James Boyd, Mayor
Common Council Members
Lawrence Delo, City Administrator

From: Tony Wachewicz, City Attorney
Eric Erdman, Assistant City Attorney

Date: November 9, 2023

RE: **Class Action PFAS Litigation – DuPont and 3M**

I would like to provide a general overview and update concerning two proposed class-action litigation settlements regarding PFAS contamination involving both the DuPont and 3M corporations. PFAS is an abbreviation for Perfluororalkyl and Polyfluoroalkyl substances, which may also be known as "forever chemicals" due to their persistent existence as a contaminant in a variety of environmental locations or products.

To begin, a large class of plaintiffs sued both DuPont and 3M concerning their alleged liability for producing PFAS contamination. The class of plaintiffs, which includes many different parties including municipal water systems, has reached a settlement with each company in separate lawsuits. As a result of the proposed settlements, decisions must be made by members of the class of plaintiffs on whether to accept the settlement terms and conditions in exchange for a release of claims OR to opt out of the proposed settlements. Given the recent notices provided to members of the class and quickly approaching deadlines set by the Court as part of the settlement agreement process, this issue needs to be brought forward for a decision as to whether the City should accept or opt out of the proposed settlements.

The City is a member of the class of plaintiffs under these lawsuits because it either is a public water system or collects from any water source. Previously, the City has performed a variety of testing over the years for both the EPA and DNR concerning its water. The City has found very minimal levels of PFAS in its water to date under this testing.

Currently, staff is conducting a review of its testing results and how it applies under the formula contained in the settlement to determine the potential amount that the City may receive if it chooses to accept the settlement. In addition to that potential monetary recovery, accepting the settlement will also require additional testing that will be a cost to the City. However, the City is currently performing testing for compliance with DNR and EPA requirements, which will include ongoing testing that the Water Utility has essentially factored in and/or budgeted for moving forward.

The main question to consider is whether the amount of money the City may recover in the class action litigation is a worthy value in exchange for the release of claims that will not be able to brought against either company in the future if some other liability comes to light. Presently, staff has not been able to determine that amount and will continue its efforts to do so in the very near future. Regardless, staff felt it important to update the Board and the Council concerning this matter given the timing and imminent deadlines in the weeks ahead. Additionally, members of the Brown County Central Water Authority have very recently had discussions concerning whether the member communities will accept the settlement or opt out. At this time, it sounds like a few of the members are leaning towards opting-out of the settlement.

Finally, if you would like to review more specific and/or additional information, you may do so at the following links:

https://www.lwm-info.org/1560/PFAS

https://www.pfaswatersettlement.com/

I hope that the foregoing has provided a general overview in advance of the meeting concerning the pending class action litigation in relation to PFAS. Please do not hesitate to contact me if you need any further information or clarification. Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**Board of Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Ordinance #23-18 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23 Schedule G Parking).**

The Board of Public Works, at the November 13, 2023 meeting, approved the City Engineer Parking and Traffic Recommendations. The motion was approved unanimously, with a 5-0 vote.

ATTACHMENTS:

- Ord23-18 (PDF)
- 2023 1016-CI-BOPW-PTTeam-Recommendations (PDF)
- Mystic Creek Parking (PDF)
- Kingston Parking (PDF)
- Waterview Heights Parking (PDF)
- MUTCD 7B.12 (PDF)
- MUTCD 7B.15 (PDF)

ORDINANCE #23-18

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

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

Section 1: Section 150-23, Schedule G (Parking), is hereby amended as follows:

ADDITION:

No Parking			
Street	*Side of Street*	*From Curb line or Feet/Dir. of Curb line*	*To Curb line or Feet/Dir. of Start*
Adrienne Court	N	Creeksedge Way	E. End
Battery Avenue	S	Meadow Rose Lane	Lost Dauphin Road
Beasle Court	W	S. End	North Stellita Circle
Creeksedge Way	E	North Stellita Circle	Adrienne Court
Creeksedge Way	E	Adrienne Court	City Limits
Everett Drive	W	North Honeysuckle Circle	North End
North Honeysuckle Circle	S	Everett Drive	Lawrence Drive
North Honeysuckle Court	S	W. End	Everett Drive
Meadow Rose Lane	W	Battery Avenue	190’ S/O Prairie Flower Lane
Meyer Way	S	City Limit	South Stellita Circle
Meyer Way	E	South Stellita Circle	North Stellita Circle
North Stellita Circle	S	City Limit	Meyer Way
North Stellita Circle	S	Meyer Way	Beasle Court

North Stellita Circle	S&W	Beasle Court	South Stellita Circle
South Stellita Circle	N&W	Meyer Way	North Stellita Circle
Willie Mays Circle	S&E	S. End	Lost Dauphin Road

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 11/13/2023
Publication Date: _____
Effective Date: _____

CITY OF DE PERE

Public Works Department

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

City Engineer Parking and Traffic Recommendations
October 16, 2023 Meeting

Parking and Parking Lot Items:

1. Update the ordinance to include parking restrictions in the Mystic Creek, Waterview Heights Fifth Addition, and Kingston Preserve Subdivision to one side. All three subdivisions were built to 28 feet wide at the request of the developer knowing that parking will be restricted on one side.

   Recommendation:
   - Staff recommends updating the ordinance to change add "No Parking" as follows:

   No Parking

   Insert for Mystic Creek Subdivision:

Street	*Side of Street*	*From Curbline*	*To Curbline*
Adrienne Court	*N*	*Creeksedge Way*	*E. End*
Beasle Court	*W*	*S. End*	*North Stellita Circle*
Creeksedge Way	*E*	*North Stellita Circle*	*Adrienne Court*
Creeksedge Way	*E*	*Adrienne Court*	*City Limits*
Meyer Way	*S*	*City Limit*	*South Stellita Circle*
Meyer Way	*E*	*South Stellita Circle*	*North Stellita Circle*
North Stellita Circle	*S*	*City Limit*	*Meyer Way*
North Stellita Circle	*S*	*Meyer Way*	*Beasle Court*
North Stellita Circle	*S&W*	*Beasle Court*	*South Stellita Circle*
South Stellita Circle	*N&W*	*Meyer Way*	*North Stellita Circle*

   Insert for Kingston Preserve Subdivision:

Street	*Side of Street*	*From Curbline*	*To Curbline*
Everett Drive	*W*	*N Honeysuckle Circle*	*N. End*
North Honeysuckle Circle	*S*	*Everett Drive*	*Lawrence Drive*
North Honeysuckle Court	*S*	*W. End*	*Everett Drive*

Insert for Waterview Heights Fifth Addition Subdivision:

Street	*Side of Street*	*From Curbline*	*To Curbline*
Battery Avenue	*S*	*Meadow Rose Lane*	*Lost Dauphin Road*
Meadow Rose Lane	*W*	*Battery Avenue*	*190' S/O Prairie Flower Lane*
Willie Mays Circle	*S&E*	*S. End*	*Lost Dauphin Road*

Pedestrian and Bicycle Items

2. Consider a School Crossing Assembly at Lourdes and St Mary's Street as shown below.



- The use of the sign conforms with the school crossing at this location per the MUTCD.

Recommendation:

- Staff recommends installation of the School Crossing Assembly

3. Evaluate school zone signs on George Street at Notre Dame School.
   - School zone signs are located at Superior Street for eastbound traffic and Erie Street for westbound traffic.
   - Section 7B.15 of the MUTCD provides guidance "*The beginning of a reduced school speed limit zone should be at least 200 feet in advance of the school grounds, a school crossing, or other school related activity;*"

Recommendation:

- Staff recommends moving the sign for westbound traffic to the west near Michigan Street

Other

4. Consider street light on Tenmile Drive at East River Trail
   - Current street light standard spacing is 500 feet in residential areas.

- The distance between lights at the intersection of Yahara Circle and Tenmile and light at 680 Black Earth is 559 feet.

Recommendation:

- Staff recommends adding a streetlight at the East River Trail head.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified March 21, 2022

Department of Administration

- Mystic Creek -

Part of Lots 67, 68 & 69 of the "William's Grant Subdivision", in the City of DePere, Brown County, Wisconsin.

Graphic Scale

0 80 160 240 320 400

Bearings referenced to the West line of Lots 66-78, "William's Grant Subdivision", assumed to be N38°04'30"E.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

3000024

CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
DOCUMENT #
RECORDED ON
04/04/2022 11:53 AM
REC FEE: 30.00
PAGES: 2

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, hereby certify:

That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the City of DePere and the Brown County Planning Commission and under the direction of the owners listed hereon, I have surveyed, divided and mapped "Mystic Creek", and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and is part of Lots 67, 68 & 69 of the "William's Grant Subdivision", in the City of DePere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of Lot 66 of the "William's Grant Subdivision"; thence S38°04'30"W, 521.20 feet along the West line of said Lot 66 to the Northwest corner of Lot 67, said "William's Grant Subdivision"; thence S51°52'26"E, 640.54 feet along the North line of said Lot 67 to the point of beginning; thence continuing S51°52'26"E, 750.29 feet along said North line; thence S59°14'00"W, 279.95 feet along the West line of Outlot 1, Volume 40, Certified Survey Maps, Page 188, Map Number 6094, Document Number 1742175, Brown County Records; thence S26°07'00"W, 340.00 feet along said West line; thence S32°12'00"E, 250.00 feet along said West line; thence S15°31'00"E, 455.00 feet along said West line; thence S48°31'00"E, 225.00 feet along said West line; thence S41°57'00"E, 370.00 feet along said West line; thence S36°39'00"W, 275.00 feet along said West line; thence S58°42'00"W, 320.72 feet along said West line to the South line of Lot 69, said "William's Grant Subdivision"; thence N51°32'03"W, 1798.27 feet along said South line, also being the North line of Volume 56, Certified Survey Maps, Page 238, Map Number 8115, Document Number 2523804, Brown County Records, and the North line of Volume 21, Certified Survey Maps, Page 89, Map Number 3693, Document Number 1183123, Brown County Records, and the North line of Volume 10, Certified Survey Maps, Page 209, Map Number 2268, Document Number 963592, Brown County Records; thence N37°51'49"E, 1589.09 feet to the point of beginning.

Parcel contains 1,987,359 square feet / 45.62 acres, more or less.
Road dedication contains 331,908 square feet / 7.62 acres, more or less.
Parcel subject to easements and restrictions of record.

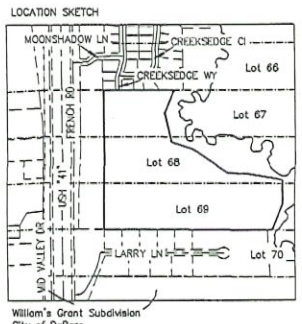
Steven M. Bieda
PLS-2275
December 07, 2021
revised February 8, 2022
revised February 14, 2022
revised February 16, 2022

WISCONSIN STEVEN M. BIEDA PLS-2275 GREEN BAY, WI LAND SURVEYOR

Legend

- 2.38" (o.d.) x 18" iron pipe weighing 3.65 lbs/lin. foot set
- 2" iron pipe found
- 1" iron pipe found
- Brown County monument – type noted
- All other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs\lin. foot.
- All linear measurements have been made to the nearest hundredth of a foot.
- All distances on curves are arc lengths.
- 30' building setback (unless noted)
- 12' utility easement (unless noted)
- Wetlands
- Environmentally Sensitive Area (ESA)
- Floodway limits
- 100-year floodplain limits
- DTTP Dedicated to the Public

LOCATION SKETCH



William's Grant Subdivision
City of DePere
Brown County
Wisconsin

Northwest corner Lot 66 William's Grant Subdivision (PK with washer found)

Southwest corner Lot 78 William's Grant Subdivision (1" iron pipe found)

Outlot 1 Hidden Ackers

Lot 1 Hidden Ackers

Lot 23 Hidden Ackers

Lot 22 Hidden Ackers

Lot 21 Hidden Ackers

Lot 20 Hidden Ackers

Creeksedge Way

Adrienne Court

Bessie Court

North Stellita Circle

South Stellita Circle

Meyer Way

Future North Stellita Circle

Future Meyer Way

Lot 1 11050 s.f. 0.25 ac.
Lot 2 10754 s.f. 0.25 ac.
Lot 3 10764 s.f. 0.25 ac.
Lot 4 10754 s.f. 0.25 ac.
Lot 5 19177 s.f. 0.44 ac.
Lot 6 77287 s.f. 1.77 ac.
Lot 7 19088 s.f. 0.44 ac.
Lot 8 18892 s.f. 0.43 ac.
Lot 9 13855 s.f. 0.32 ac.
Lot 10 15262 s.f. 0.35 ac.
Lot 11 37457 s.f. 0.86 ac.
Lot 12 37345 s.f. 0.86 ac.
Lot 13 12703 s.f. 0.29 ac.
Lot 14 13106 s.f. 0.30 ac.
Lot 15 13119 s.f. 0.30 ac.
Lot 16 17501 s.f. 0.40 ac.
Lot 17 17860 s.f. 0.41 ac.
Lot 18 18071 s.f. 0.41 ac.
Lot 19 23800 s.f. 0.55 ac.
Lot 20 23620 s.f. 0.55 ac.
Lot 21 23176 s.f. 0.53 ac.
Lot 22 24765 s.f. 0.57 ac.
Lot 23 13837 s.f. 0.32 ac.
Lot 24 11061 s.f. 0.25 ac.
Lot 25 10500 s.f. 0.24 ac.
Lot 26 10500 s.f. 0.24 ac.
Lot 27 10500 s.f. 0.24 ac.
Lot 28 10500 s.f. 0.24 ac.
Lot 29 10500 s.f. 0.24 ac.
Lot 30 10500 s.f. 0.24 ac.
Lot 31 10500 s.f. 0.24 ac.
Lot 32 10500 s.f. 0.24 ac.
Lot 33 10500 s.f. 0.24 ac.
Lot 34 10500 s.f. 0.24 ac.
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Lot 39 10500 s.f. 0.24 ac.
Lot 40 10500 s.f. 0.24 ac.
Lot 41 10500 s.f. 0.24 ac.
Lot 42 10500 s.f. 0.24 ac.
Lot 43 9802 s.f. 0.23 ac.
Lot 44 11085 s.f. 0.25 ac.
Lot 45 11535 s.f. 0.26 ac.
Lot 46 11535 s.f. 0.26 ac.
Lot 47 12267 s.f. 0.28 ac.
Lot 48 13043 s.f. 0.30 ac.
Lot 49 12141 s.f. 0.28 ac.
Lot 50 11959 s.f. 0.27 ac.
Lot 51 13944 s.f. 0.31 ac.
Lot 52 18686 s.f. 0.43 ac.
Lot 53 18229 s.f. 0.42 ac.
Lot 54 15142 s.f. 0.35 ac.
Lot 55 13412 s.f. 0.31 ac.
Lot 56 18155 s.f. 0.42 ac.
Lot 57 16219 s.f. 0.37 ac.
Lot 58 15509 s.f. 0.36 ac.
Lot 59 20768 s.f. 0.48 ac.
Lot 60 28730 s.f. 0.66 ac.
Lot 61 36584 s.f. 0.84 ac.
Lot 62 19031 s.f. 0.44 ac.
Lot 63 12160 s.f. 0.28 ac.
Lot 64 16211 s.f. 0.37 ac.
Lot 65 15037 s.f. 0.35 ac.
Lot 66 10508 s.f. 0.24 ac.
Lot 67 10277 s.f. 0.24 ac.
Lot 68 11360 s.f. 0.26 ac.
Lot 69 15093 s.f. 0.35 ac.
Lot 70 10937 s.f. 0.25 ac.
Lot 71 10202 s.f. 0.37 ac.
Lot 72 10000 s.f. 0.23 ac.
Lot 73 10000 s.f. 0.23 ac.
Lot 74 10412 s.f. 0.24 ac.
Lot 75 10750 s.f. 0.25 ac.
Lot 76 10750 s.f. 0.25 ac.
Lot 77 10750 s.f. 0.25 ac.
Lot 78 10750 s.f. 0.25 ac.
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Lot 81 10750 s.f. 0.25 ac.
Lot 82 10750 s.f. 0.25 ac.
Lot 83 10750 s.f. 0.25 ac.
Lot 84 10750 s.f. 0.25 ac.
Lot 85 16903 s.f. 0.39 ac.
Lot 86 21654 s.f. 0.49 ac.
Lot 87 13173 s.f. 0.30 ac.
Lot 88 16175 s.f. 0.37 ac.
Lot 89 12910 s.f. 0.30 ac.
Lot 90 20152 s.f. 0.46 ac.
Lot 91 13673 s.f. 0.32 ac.
Lot 92 18307 s.f. 0.42 ac.
Lot 93 14835 s.f. 0.34 ac.
Lot 94 15203 s.f. 0.35 ac.
Lot 95 12544 s.f. 0.29 ac.
Lot 96 9948 s.f. 0.23 ac.
Lot 97 10000 s.f. 0.23 ac.

Outlot 2 2477 sq. ft. 0.06 ac.

Outlot 1 40-CSM-188

Unplatted Lands

William's Grant Lot 67

William's Grant Lot 68

William's Grant Lot 69

City of DePere

Town of Lawrence

Ashwaubenon Creek

top of steep slope

Interstate Highway 41

French Road

10-CSM-209

21-CSM-89

50-CSM-238

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

R & F Enterprises of Green Bay LLC

TAX PARCEL NO. WD-L449

Mystic Creek

File: G-22520 Final Plat 120721.dwg

Data File: G-22520.txt

Fieldwork Completed: xx/xx/xx

DRAWN BY BAR

SCALE 1"=80'

PROJECT NO. G-22520

SHEET NO. 1 of 2

DRAWING NO. P-2506

- Mystic Creek -

Part of Lots 67, 68 & 69 of the "William's Grant Subdivision", in the City of DePere, Brown County, Wisconsin.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified March 21, 2022

Department of Administration

Graphic Scale

0 80 160 240 320 400

Steven M. Bieda
PLS-2775
December 07, 2021
revised February 8, 2022
revised February 14, 2022
revised February 15, 2022

WISCONSIN STEVEN M. BIEDA PLS-2775 GREEN BAY, WI LAND SURVEYOR

NOTES

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the City has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

Lots 4-8 & 10-18 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corps of Engineers, Brown County Planning Commission, or the Brown County Zoning Administrators Office prior to any development activity.

A Shoreland Permit from the Brown County Zoning Administrator's office is required prior to any construction, fill, or grading activity within 300 feet of a stream.

RESTRICTIVE COVENANTS

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Lots 4-8, 10-18, 40, 41, 45, 46, 48-53, 59-61 and Outlot 1 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands, all land within 35 feet of wetlands 2 acres or greater, floodway, all land within 35 feet of the floodway or 75 feet beyond the ordinary high water mark - whichever is greater, all land within 75 feet of the ordinary high water mark of navigable waterways, steep slopes of 20% or greater associated with any aforementioned water or natural resource features and a 20-foot setback from top and bottom of steep slopes. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

Drainage easements in favor of the City of DePere on rear and side lot lines shall be provided. Such easements shall contain the following restrictions:
- No obstruction to the flow of water, by any means, shall be prohibited.
- No structure, earthen berm, dam, erection of other improvement, tree, or landscaping shall be permitted.
- The erection of a fence or annual plantings may be allowed provided that same does no obstruct the flow of water. Landscaping stone may also be permitted if placed according to the grading plan and approved by the City.
- Grantor (property owner) is prohibited from changing the grade elevation of the drainage easement from that established by grantee.
- Grantee shall have full rights of Ingress and Egress to carry on and all work in connection with maintenance and operation in, over, under and across the lands of grantor.
- The property covered by said easement shall not be used in any way or manner that will impair the rights of the grantee.
- The easement shall run with the land, and shall be binding upon the grantees, lessees, successors, heirs and assigns of grantor and grantee.
- The easement shall be assignable.

Property owners are responsible for the removal and replacement of any amenities/improvements on easements beyond standard terrace restoration.

The land on all side and rear lot lines of all lots not included in the drainage easement shall be graded by lot owner and maintained by the abutting property owners to provide adequate drainage of surface water.

Side lot lines for Lots 1-4 shall be graded by property owners to drain to the street.

Exposed basement windows shall be approved by the Inspection Department prior to construction.

Sidewalks are required on both sides of all street in the subdivision.

The City may restrict parking on one side of the street.

The United States Postal Service (USPS) requires the installation of Cluster Mailbox Units (CBU) in this subdivision. The lot owners associated with the designated CBU are joint owners of the specified CBU structure, foundation, and associated sidewalk and are responsible for the long-term maintenance and replacement. If the property owners do not keep the CBU in good-looking functional state, the municipality may assess/charge the lot owners for the shared cost of repairs or the replacement.

CERTIFICATE OF THE CITY OF DE PERE TREASURER

As City of DePere Treasurer, I hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Plat as of the date listed below.

Scott Liebau Date 3/22/22
City Treasurer Joseph G. Zeigler

CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of DePere this 22nd day of March, 20 22

Carey E. Olsen Date 3/22/22
City Clerk

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that my records in my office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Plat as of the dates listed below.

Paul D. Zeller Date 4/4/2022
Brown County Treasurer

BROWN COUNTY TREASURER WISCONSIN

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	114.39	470.00	114.11	S45°10'01"E	13°56'42"	–
1-3	334.05	470.00	327.08	S31°46'38"E	40°43'28"	S11°24'54"E
2-3	92.87	470.00	92.72	S32°32'08"E	11°19'18"	–
3-4	93.69	470.00	93.53	S21°09'45"E	11°25'14"	–
4-5	53.12	470.00	53.11	S13°26'01"E	04°02'14"	–
5-6	70.49	560.00	70.44	S15°01'15"E	07°12'42"	S18°37'36"E
6-7	17.97	12.00	16.34	S24°16'03"W	85°47'00"	–
6-11	115.19	230.00	113.99	S52°58'51"W	28°41'45"	–
8-9	8.99	230.00	8.99	S68°02'31"W	02°14'22"	–
9-10	66.42	230.00	66.19	S56°38'57"W	16°32'48"	–
10-11	39.78	230.00	39.73	S41°25'15"W	09°54'36"	–
12-15	231.26	230.00	221.64	S67°16'15"W	57°36'26"	S83°55'27"W
12-13	7.07	230.00	7.07	S33°20'49"W	01°45'44"	–
13-14	117.17	230.00	115.90	S54°49'17"W	29°11'14"	–
14-15	107.02	230.00	106.06	S82°41'43"W	26°38'58"	–
59-17	114.38	230.00	113.21	N65°56'23"W	28°29'40"	N80°11'13"E
59-16	107.02	230.00	106.06	N55°51'23"W	26°38'40"	–
16-17	7.36	230.00	7.36	N53°26'32"W	01°50'00"	–
18-19	56.77	290.00	53.69	S53°17'08"E	11°12'10"	S62°42'43"E
19-20	16.51	12.00	15.24	S23°17'08"E	78°48'08"	–
21-25	153.55	130.00	144.78	S17°41'49"E	67°40'28"	–
21-22	20.85	130.00	20.83	S31°35'37"W	09°06'56"	–
22-23	65.70	130.00	65.00	S02°26'22"E	28°57'18"	–
23-24	65.70	130.00	65.00	S30°23'11"E	28°57'18"	–
24-25	1.50	130.00	1.50	S51°31'29"E	00°39'46"	–
26-30	167.55	160.00	160.00	S81°32'03"E	60°00'00"	–
26-27	11.27	160.00	11.27	S53°33'10"E	04°02'12"	–
27-28	64.80	160.00	64.36	S67°10'22"E	23°12'14"	–
28-29	25.03	160.00	25.00	S83°15'20"E	08°57'42"	–
29-30	66.46	160.00	65.98	N80°21'53"E	23°47'52"	–
31-32	326.68	160.00	272.82	N09°58'28"E	116°58'58"	–
31-32	21.65	160.00	21.63	N54°41'50"E	07°32'13"	–
32-33	74.42	160.00	73.75	N67°38'19"E	26°38'57"	–
33-34	74.42	160.00	73.75	N40°57'19"E	26°38'57"	–
34-35	74.42	160.00	73.75	N05°41'38"W	26°38'57"	–
35-36	74.42	160.00	73.75	N32°20'54"W	26°38'57"	–
36-37	7.95	160.00	7.95	N47°05'31"W	02°50'57"	–
38-41	172.73	300.00	170.41	N32°01'09"W	33°00'00"	–
38-39	24.60	300.00	24.59	N46°10'04"W	04°41'52"	–
39-40	104.87	300.00	104.33	N37°48'18"W	20°01'49"	–
40-58	20.00	300.00	20.00	N21°57'51"W	03°49'14"	–
58-41	23.12	300.00	23.11	N17°44'38"W	04°24'14"	–
42-45	153.08	560.00	152.68	N22°51'32"W	15°40'09"	–
42-43	47.23	560.00	47.22	N17°55'59"W	04°49'52"	–
43-44	90.76	560.00	90.66	N24°58'31"W	09°17'08"	–
44-45	25.07	560.00	25.07	N30°55'03"W	02°33'55"	–
46-49	181.38	500.00	180.39	N21°48'27"W	20°47'05"	N11°24'54"W
46-47	14.14	500.00	14.14	N31°23'24"W	01°37'16"	–
47-48	90.93	500.00	90.80	N35°22'09"W	10°25'10"	–
48-49	76.31	500.00	76.24	N45°47'14"W	08°44'40"	–
49-54	340.52	530.00	334.70	N29°49'16"W	36°48'44"	N45°13'38"W
49-50	14.60	530.00	14.60	N12°12'15"W	01°34'42"	–
50-51	82.67	530.00	82.58	N17°27'42"W	08°56'12"	–
51-52	83.68	530.00	83.60	N26°27'12"W	09°02'48"	–
52-53	81.04	530.00	80.95	N35°21'28"W	08°45'40"	–
53-54	78.53	530.00	78.46	N43°58'56"W	08°29'22"	–
54-55	18.03	12.00	16.38	N62°10'54"W	85°59'29"	–
56-57	70.92	65.00	67.45	S22°37'02"E	62°30'45"	–
57-62	275.12	65.00	111.13	N58°27'58"E	242°30'48"	S10°35'22"E
57-58	50.77	65.00	49.49	S11°44'06"E	44°45'55"	–
58-59	64.75	65.00	62.10	S67°38'45"E	57°04'18"	–
59-60	57.51	65.00	55.65	N63°28'20"E	50°41'35"	–
60-61	57.51	65.00	55.65	N12°46'48"E	50°41'35"	–
61-62	44.58	65.00	43.72	N32°13'12"W	39°18'26"	–
63-64	50.35	560.00	50.33	N29°37'28"W	05°08'06"	N27°02'55"W
64-65	17.97	12.00	16.34	N85°58'35"W	85°47'22"	–
66-68	85.14	170.00	84.26	S52°45'51"W	28°41'45"	–
65-67	52.42	170.00	52.21	S58°19'46"W	17°39'58"	–
67-68	32.72	170.00	32.68	S43°58'52"W	11°01'48"	–
69-74	317.91	290.00	302.23	S85°57'14"W	62°48'34"	N78°43'23"W
69-70	29.41	290.00	28.39	S41°04'24"W	05°48'24"	–
70-71	68.68	290.00	67.93	S50°24'24"W	13°34'06"	–
71-72	68.68	290.00	67.93	S63°51'30"W	13°34'06"	–
72-73	68.30	290.00	68.14	S77°13'53"W	13°29'40"	–
76-77	82.68	70.00	77.96	S17°41'49"E	67°40'28"	–
74-75	17.83	12.00	16.24	S58°42'28"W	85°08'05"	–
73-74	87.04	290.00	86.71	N83°19'27"W	17°11'45"	–
78-79	104.72	100.00	100.00	S81°32'03"E	60°00'00"	–
98-81	202.71	100.00	169.74	N09°33'18"E	116°08'36"	N57°37'36"E
80-88	1.47	100.00	1.46	S86°03'02"W	0°50'32"	–
80-81	204.17	100.00	170.51	N09°58'28"E	116°58'58"	–
82-85	207.35	360.00	204.49	N32°01'09"W	33°00'00"	–
82-83	64.01	360.00	63.92	N43°22'23"W	10°11'13"	–
83-84	73.98	360.00	73.85	N53°26'54"W	11°46'22"	–
84-85	69.36	360.00	69.25	N21°02'11"W	11°02'22"	–
86-87	48.84	65.00	47.70	S52°57'31"W	43°02'37"	S36°26'03"W
87-93	101.83	65.00	93.00	N15°31'00"W	268°05'52"	N62°28'04"E
87-88	22.13	65.00	22.02	S43°11'13"W	19°30'19"	–
88-89	68.62	65.00	65.48	S81°07'57"W	60°28'09"	–
89-90	58.77	65.00	56.79	N42°40'19"W	51°48'13"	–
90-91	58.77	65.00	56.79	N09°08'07"E	51°48'13"	–
91-92	65.43	65.00	62.70	N35°52'23"E	57°40'23"	–
93-94	48.84	65.00	47.70	S83°58'32"E	43°02'55"	–
92-93	28.15	65.00	27.94	S74°57'47"E	24°49'18"	–
95-97	145.58	500.00	145.08	N22°51'50"W	16°41'00"	–
95-96	91.52	500.00	91.39	N29°45'37"W	10°29'14"	–
96-97	54.07	500.00	54.05	N23°06'07"W	06°11'46"	–

Legend

- 2.25" (o.d.) x 18" iron pipe weighing 3.65 lbs/ft. foot set
- 2" iron pipe found
- 1" iron pipe found
- Brown County monument - type noted
- All other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/ft. foot.
- All linear measurements have been made to the nearest hundredth of a foot.
- All distances on curves are arc lengths.
- 30' building setback (unless noted)
- 12' utility easement (unless noted)
- Wetlands
- Environmentally Sensitive Area (ESA)
- Floodway limits
- 100-year floodplain limits
- DTIP Dedicated to the Public

Bearings referenced to the West line of Lots 66-78, "William's Grant Subdivision", assumed to be N36°04'30"E.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

R & F Enterprises of Green Bay LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that we caused the land described on Mystic Creek to be surveyed, divided, mapped and dedicated as represented hereon. R & F Enterprises of Green Bay LLC also certifies that this Plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

CITY OF DEPERE
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

In Witness Whereof, the said R & F Enterprises of Green Bay LLC has caused these presents to be signed by Frank Calcaterra, its Member, on this 24th day of March, 2022.

Member

Personally came before me this 24th day of March, 2022 the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member as the deed of said Limited Liability Company, by its authority.

Notary Public
Brown County, Wisconsin

STATE OF WISCONSIN] SS
COUNTY OF BROWN]

My Commission Expires 2-16-2024

NOTARY PUBLIC STATE OF WISCONSIN

CERTIFICATE OF CORPORATE MORTGAGEE

Wisconsin National Bank, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Plat and does hereby consent to the above certificate of R & F Enterprises of Green Bay LLC, Owners of said lands.

In Witness Whereof, Wisconsin National Bank has caused these presents to be signed by Jim Vogtsberg its SVP and countersigned by Chris Meunier its SVP at Appleton, Wisconsin, and its corporate seal to be hereunto affixed this 30th day of March, 2022.

In the presence of:

(Corporate Seal)

President, SVP Date 3/30/2022

Secretary or Cashier SVP Date 3/30/22

Personally came before me this 30th day of March, 2022 the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public
Brown County, Wisconsin

STATE OF WISCONSIN] SS
COUNTY OF BROWN]

My Commission Expires 6/14/2024

NOTARY PUBLIC STATE OF WISCONSIN

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

R & F Enterprises of Green Bay LLC, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, TIME WARNER CABLE, AT&T, CITY OF DEPERE, and other public utilities, Grantees,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

SCALE 1"=80'

DRAWN BY BAR

TAX PARCEL NO. WDL-449

Mystic Creek

Date File: G-22520.dwg Fieldwork Completed: xx/xx/xx

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

R & F Enterprises of Green Bay LLC

PROJECT NO. G-22520

SHEET NO. 2 of 2

DRAWING NO. P-2506

File: G-22520 Final 120721.dwg

THE KINGSTON PRESERVE

A PLANNED DEVELOPMENT DISTRICT

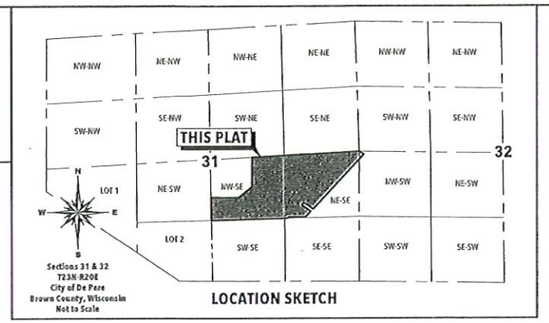
PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 31 AND ALL OF LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NUMBER 9574, DOCUMENT NUMBER 3026433, BROWN COUNTY RECORDS, LOCATED IN PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 31, AND PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

PARCEL AREA TABLE			
PARCEL #	AREA	PARCEL #	AREA
1	15,528 SQ. FT.	19	14,100 SQ. FT.
2	8,630 SQ. FT.	20	14,681 SQ. FT.
3	9,062 SQ. FT.	21	16,187 SQ. FT.
4	8,921 SQ. FT.	22	14,427 SQ. FT.
5	8,927 SQ. FT.	23	10,369 SQ. FT.
6	8,930 SQ. FT.	24	7,975 SQ. FT.
7	9,528 SQ. FT.	25	7,930 SQ. FT.
8	9,517 SQ. FT.	26	9,380 SQ. FT.
9	8,173 SQ. FT.	27	7,975 SQ. FT.
10	8,173 SQ. FT.	28	13,070 SQ. FT.
11	9,652 SQ. FT.	29	8,853 SQ. FT.
12	9,645 SQ. FT.	30	9,474 SQ. FT.
13	8,847 SQ. FT.	31	12,994 SQ. FT.
14	7,975 SQ. FT.	32	9,344 SQ. FT.
15	7,975 SQ. FT.	33	8,788 SQ. FT.
16	7,975 SQ. FT.	34	8,587 SQ. FT.
17	9,030 SQ. FT.	35	30,773 SQ. FT.
18	11,586 SQ. FT.		

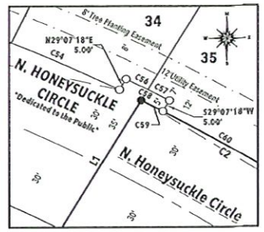
PLATTED AREA DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES
93,502 SQ. FT. 2.147 Acres

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	60.00'	S29°07'18"W
L2	36.29'	S39°31'10"W

AFFECTED TAX PARCELS
WD-D0035 WD-D0034 WD-D0034-1 WD-D0034-2 WD-D0034-3



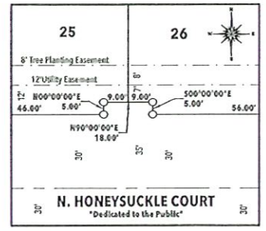
LOCATION SKETCH



CBU DETAIL #1

19 CBU serves lots 1-12, 29-35

1" = 30'



CBU DETAIL #2

16 CBU serves lots 13-28

1" = 30'

3039115

CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
06/30/2023 09:20 AM
REC FEE: 50.00
PAGES: 3

Employers Boulevard

WISCONSIN
TROY E. HEWITT
S-2831
GREEN BAY
WI
LAND SURVEYOR
5/30/23

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified May 5, 2023

Department of Administration

Northeast Corner
Section 31, T23N-R20E
Existing mag nail with head broken off

East ¼ Corner
Section 31, T23N-R20E
Existing brass cap in concrete

Point of Beginning

West ¼ Corner
Section 31, T23N-R20E
Existing brass cap in concrete

North ¼ Corner
Section 31, T23N-R20E
Existing mag nail with ID washer

South ¼ Corner
Section 31, T23N-R20E
Existing brass cap in concrete

Southeast Corner
Section 31, T23N-R20E
Existing 1" iron pipe with cap

OUTLOT 1
341,408 SF
7.838 AC

OUTLOT 2
99,060 SF
2.274 AC
"Dedicated to the City of De Pere for storm water management purposes"

OUTLOT 3
70,531 SF
1.619 AC

OUTLOT 4
117,087 SF
2.688 AC
"Dedicated to the City of De Pere for storm water management purposes"

OUTLOT 5
1,188,202 SF
27.277 AC

EVERETT DR.
"Dedicated to the Public"

N. HONEYSUCKLE CT.
"Dedicated to the Public"

N. HONEYSUCKLE CI.
"Dedicated to the Public"

Lawrence Drive

N. Honeysuckle Ci.

Honeysuckle Acres

Unplatted Lands

Wetlands delineated by Bay Environmental Strategies, Inc. on July 29, 2021 - August 3, 2021 (Typical)

Centerline of an unnamed tributary to the Ashwaubenon Creek contained in an enclosed storm sewer pipe

Ordinary high water mark is edge of underground storm pipe as identified by Crystal Van Holder, Wisconsin DNR on 6/22/2022

See CBU Detail #1 & note on sheet 2

See CBU Detail #2 & note on sheet 2

Existing building to be razed by subdivider

Lot 1 10 CSM 321

Lot 1 10 CSM 323

Lot 1 CSM 9574

Lot 2 CSM 9574

Lot 3 CSM 9574

Lot 4 CSM 9574

Lot 1 43 CSM 264

Lot 2 43 CSM 264

Lot 3 41 CSM 264

Section 31 | Section 32

De Pere Business Park South Addition

Outlot 2

Honeysuckle Acres

16 Honeysuckle Acres

N. HONEYSUCKLE CIRCLE
"Dedicated to the Public"

N. Honeysuckle Circle

N. HONEYSUCKLE COURT
"Dedicated to the Public"

N
W
E
S

SCALE: 1" = 100'

0' 50' 100' 200'

Bearings are referenced to the Brown County Coordinate System. The east-west quarter lines of Section 31, T23N-R20E bears N86°27'52"E.

All linear measurements have been made to the nearest hundredth of a foot and computed to the nearest hundredth of a foot.

All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

LEGEND

- Set 2.375" Outside Dia. x 30" Iron Pipe min. wt. 3.65 lb./lin. ft.
- Existing 1" Iron Pipe
- Existing 2" Iron Pipe
- Existing ¾" Iron Rod
- PLSS Monument as noted
- (xxx') Record distance or measurement
- Wetlands
- Flood Zone A, pursuant to the NFIP (National Flood Insurance Program) FIRM (Flood Insurance Rate Map) For Brown County, Wisconsin, Map Number 55009C0261F
- SF Square Feet
- AC Acres
- Access restricted to Lawrence Drive

All other lot and outlot corners marked with a 1.125" outside dia x 18" iron pipe weighing 1.38 lbs/lin. ft.

DRAWN	Troy Hewitt
CHECKED	Bryan Pfeffer
DATE	5/1/2023
FILE	6241001_final.dwg
JOB NO.	6241001

Prepared for: **PRESERVE DEVELOPMENT, LLC**

Robert E. Lee & Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

SHEET NO. 1 of 2

Revised: 4/25/2023 - DOA & City Comments

3014873

WATERVIEW HEIGHTS FIFTH ADDITION

PART OF GOVERNMENT LOT 3 AND PART OF GOVERNMENT LOT 4, ALL IN SECTION 5, TOWNSHIP 22 NORTH, RANGE 20 EAST, AND PART OF LOTS 115, 116 AND 117 OF WILLIAMS GRANT SUBDIVISION, ALL LOCATED IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified July 21, 2022

Department of Administration

SCALE: 1" = 100'

Bearings are referenced to the Brown County Coordinate System. The north line of the Northwest 1/4 of Section 5 bears S89°03'15"E.

All linear measurements have been made to the nearest hundredth of a foot and computed to the nearest hundredth of a foot.

All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

PLATTED AREA DEDICATED TO THE PUBLIC FOR WALKWAY AND ROADWAY PURPOSES

452,547 Square Feet
10.389 Acres

Line Table		
Line #	Length	Direction
L1	7.38'	N38°38'40"E
L2	7.38'	S38°53'13"W
L3	23.60'	N38°38'40"E
L4	23.60'	N38°38'40"E
L5	31.92'	N38°38'40"E

CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
08/22/2022 02:01 PM
REC FEE: 50.00
PAGES: 2

Northwest Corner Section 5, T22N-R20E Existing 1" Iron Pipe

North ¼ Corner Section 5, T22N-R20E Existing PK Nail

TROY E. HEWITT S-2531 GREEN BAY, WI SURVEYOR 2022

LEGEND

- Set 2.375" Outside Dia. x 30" Iron Pipe min. wt. 3.65 lb./lin. ft.
- Existing 1" Iron Pipe
- Existing 2" Iron Pipe
- PLSS Monument as noted
- (xxx) Record distance or measurement
- Wetlands delineated by Evergreen Consultants, LLC
- "DTTP" Dedicated to the Public
- OL Outlot
- CBU Cluster Box Unit
- No Access

All other lot corners marked with a 1.325" outside dia x 18" iron pipe weighing 1.38 lbs/lin. ft.

Wisconsin Central LTD

N38°38'40"E 1725.56'

Point of Beginning

S38°38'40"W 1229.03'

MEADOW ROSE LANE
"Dedicated to the Public"

BATTERY AVENUE
"Dedicated to the Public"

WILLIE MAYS CIRCLE
"Dedicated to the Public"

BROOKLINE AVENUE
"Dedicated to the Public"

LANSDOWNE STREET
"Dedicated to the Public"

ADDISON STREET
"Dedicated to the Public"

VIN SCULLY LANE
"Dedicated to the Public"

Meadow Rose Lane

Prairie Flower Lane

Cross Gate Lane

OUTLOT 3
88,929 SF
"Dedicated to the City of De Pere"

OUTLOT 4
87,120 SF
"Dedicated to the City of De Pere for park purposes"

OUTLOT 5
30,390 SF
"Dedicated to the City of De Pere"

OL 2
41,848 SF

Lost Dauphin Road CTH 'D'

S44°10'01"W 170.70'

S41°32'58"W 1115.54'

Unplatted Lands

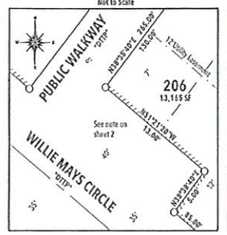
Elm Creek Condominium

Whitetail Meadows/Elsmith Addition

Oneida Reservation

CBU DETAIL #1

16 CBU serves lots 190-192, 200-211
Not to Scale



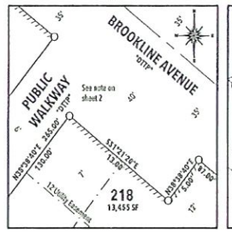
CBU DETAIL #2

15 CBU serves lots 187-189, 193-199, 219-224
13 CBU serves lots 183-185, 225-231
Not to Scale



CBU DETAIL #3

16 CBU serves lots 212-218, 232-235, 271-272, 277-279
Not to Scale



CBU DETAIL #4

16 CBU serves lots 236-242, 251-253, 259-270, 274-276
Not to Scale



CBU DETAIL #5

16 CBU serves lots 243-250, 258-265
Not to Scale



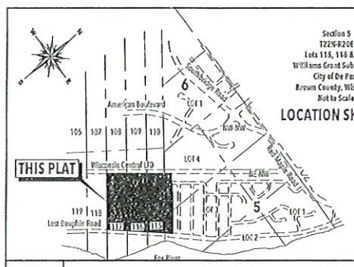
CBU DETAIL #6

16 CBU serves lots 175-182
8 CBU serves lots 254-257, 266-268, 273
Not to Scale



LOCATION SKETCH

Section 5
T22N-R20E
Lots 116, 116 & 117
Williams Grant Subdivision
City of De Pere
Brown County, Wisconsin
Not to Scale



DRAWN Troy Hewitt
CHECKED Bryan Pfeffer

Prepared for: BESTBUILT INC

DATE 3/2/2022
FILE 1703118_Final.dwg
JOB NO. 1703118

ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE: (920) 662-9641
FAX: (920) 662-9141

SHEET NO. 1 of 2

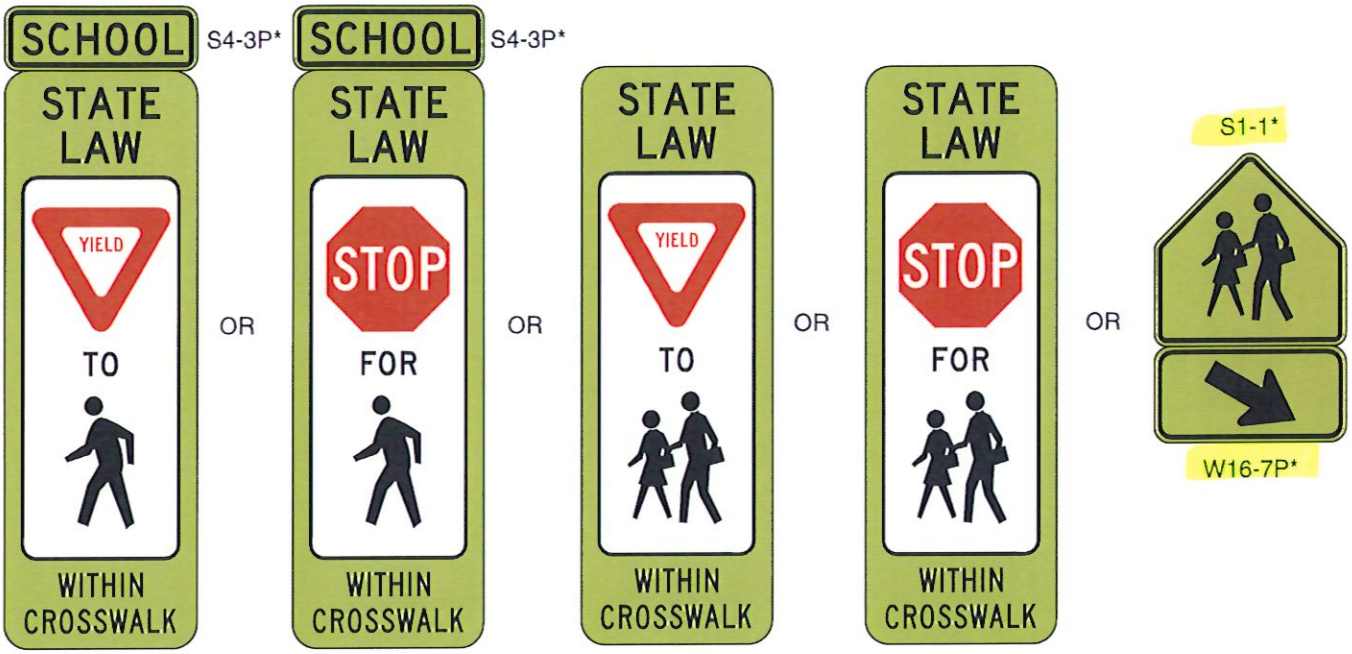
Figure 7B-6. In-Street Signs in School Areas

A - In advance of the school crossing



* Reduced size signs:
S1-1 12 x 12 inches
S4-3P 12 x 4 inches
W16-7P 12 x 6 inches
W16-9P 12 x 6 inches

B - At the school crossing



Notes:
1. The use of the STATE LAW legend is optional on the R1-6 series signs (see Section 7B.12).
2. The use of the SCHOOL plaque above the R1-6 and R1-6a signs is optional.

Section 7B.12 School Crossing Assembly

Standard:

01 **If used, the School Crossing assembly (see Figure 7B-1) shall be installed at the school crossing (see Figures 7B-4 and 7B-5), or as close to it as possible, and shall consist of a School (S1-1) sign supplemented with a diagonal downward pointing arrow (W16-7P) plaque to show the location of the crossing.**

02 **The School Crossing assembly shall not be used at crossings other than those adjacent to schools and those on established school pedestrian routes.**

03 **The School Crossing assembly shall not be installed on approaches controlled by a STOP or YIELD sign.**

Option:

04 The In-Street Pedestrian Crossing (R1-6 or R1-6a) sign (see Section 2B.12 and Figure 7B-6) or the In-Street Schoolchildren Crossing (R1-6b or R1-6c) sign (see Figure 7B-6) may be used at unsignalized school crossings. If used at a school crossing, a 12 x 4-inch SCHOOL (S4-3P) plaque (see Figure 7B-6) may be mounted above the sign. The STATE LAW legend on the R1-6 series signs may be omitted.

05 The Overhead Pedestrian Crossing (R1-9 or R1-9a) sign (see Section 2B.12 and Figure 2B-2) may be modified to replace the standard pedestrian symbol with the standard schoolchildren symbol and may be used at unsignalized school crossings. The STATE LAW legend on the R1-9 series signs may be omitted.

06 A 12-inch reduced size in-street School (S1-1) sign (see Figure 7B-6) may be used at an unsignalized school crossing instead of the In-Street Pedestrian Crossing (R1-6 or R1-6a) or the In-Street Schoolchildren Crossing (R1-6b or R1-6c) sign. A 12 x 6-inch reduced size diagonal downward pointing arrow (W16-7P) plaque may be mounted below the reduced size in-street School (S1-1) sign.

Standard:

07 **If an In-Street Pedestrian Crossing sign, an In-Street Schoolchildren Crossing sign, or a reduced size in-street School (S1-1) sign is placed in the roadway, the sign support shall comply with the mounting height and special mounting support requirements for In-Street Pedestrian Crossing (R1-6 or R1-6a) signs (see Section 2B.12).**

08 **The In-Street Pedestrian Crossing sign, the In-Street Schoolchildren Crossing sign, the Overhead Pedestrian Crossing sign, and the reduced size in-street School (S1-1) sign shall not be used at signalized locations.**

Section 7B.13 School Bus Stop Ahead Sign (S3-1)

Guidance:

01 *The School Bus Stop Ahead (S3-1) sign (see Figure 7B-1) should be installed in advance of locations where a school bus, when stopped to pick up or discharge passengers, is not visible to road users for an adequate distance and where there is no opportunity to relocate the school bus stop to provide adequate sight distance.*

Section 7B.14 SCHOOL BUS TURN AHEAD Sign (S3-2)

Option:

01 The SCHOOL BUS TURN AHEAD (S3-2) sign (see Figure 7B-1) may be installed in advance of locations where a school bus turns around on a roadway at a location not visible to approaching road users for a distance as determined by the "0" column under Condition B of Table 2C-4, and where there is no opportunity to relocate the school bus turn around to provide the distance provided in Table 2C-4.

Section 7B.15 School Speed Limit Assembly (S4-1P, S4-2P, S4-3P, S4-4P, S4-6P, S5-1) and END SCHOOL SPEED LIMIT Sign (S5-3)

Standard:

01 **A School Speed Limit assembly (see Figure 7B-1) or a School Speed Limit (S5-1) sign (see Figure 7B-1) shall be used to indicate the speed limit where a reduced school speed limit zone has been established based upon an engineering study or where a reduced school speed limit is specified for such areas by statute. The School Speed Limit assembly or School Speed Limit sign shall be placed at or as near as practical to the point where the reduced school speed limit zone begins (see Figures 7B-3 and 7B-5).**

02 **If a reduced school speed limit zone has been established, a School (S1-1) sign shall be installed in advance (see Table 2C-4 for advance placement guidelines) of the first School Speed Limit sign assembly or S5-1 sign that is encountered in each direction as traffic approaches the reduced school speed limit zone (see Figures 7B-3 and 7B-5).**

03 **Where increased fines are imposed for traffic violations within a reduced school speed limit zone, a FINES HIGHER (R2-6P), FINES DOUBLE (R2-6aP), or $XX FINE (R2-6bP) plaque (see Figure 2B-3) shall be installed as a supplement to the reduced school speed limit sign to notify road users.**

04 **Except as provided in Paragraph 5, the downstream end of an authorized and posted reduced school speed limit zone shall be identified with an END SCHOOL SPEED LIMIT (S5-3) sign (see Figures 7B-1 and 7B-5).**

Option:

05 If a reduced school speed limit zone ends at the same point as a higher fines zone, an END SCHOOL ZONE (S5-2) sign may be used instead of a combination of an END HIGHER FINES ZONE (R2-11) sign and an END SCHOOL SPEED LIMIT (S5-3) sign.

06 A standard Speed Limit sign showing the speed limit for the section of highway that is downstream from the authorized and posted reduced school speed limit zone may be mounted on the same post above the END SCHOOL SPEED LIMIT (S5-3) sign or the END SCHOOL ZONE (S5-2) sign.

Guidance:

07 *The beginning point of a reduced school speed limit zone should be at least 200 feet in advance of the school grounds, a school crossing, or other school related activities; however, this 200-foot distance should be increased if the reduced school speed limit is 30 mph or higher.*

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution 23-120 Supporting Wisconsin Department of Transportation Relocation of the Preserve Trail at Southbridge Road and Innovation Court.**

The Board of Park Commissioners, at the October 19, 2023 meeting, approved the relocation of the Preserve Tail by Innovation Court and Southbridge Road. The motion was approved unanimously with a 5-0 vote.

ATTACHMENTS:

- Reso23-120 (PDF)
- Letter - Preserve Trail Relocation (PDF)
- Council Memo.Preserve Rerouting Support (PDF)
- Memo.WDOT Preserve Trail (DOCX)
- Preserve Trail Relocation (PDF)
- Preserve Trail TLE (PDF)
- Relocation Order and TLE Exhibit (PDF)

RESOLUTION #23-120

SUPPORTING WISCONSIN DEPARTMENT OF TRANSPORTATION RELOCATION OF THE PRESERVE TRAIL AT SOUTHBRIDGE ROAD AND INNOVATION COURT

WHEREAS, as part of the I-41 Interchange Improvement Project in connection with the construction of the Southern Bridge, it has been proposed to change the alignment of the Preserve Trail to maintain the existing flatter terrain and the desirability for both bicycle and pedestrian users of the trail system; and

WHEREAS, in order to complete the relocation, the Wisconsin Department of Transportation (WDOT) is seeking the cooperation and support of the City and will require a temporary limited easement from the City to advance the project; and

WHEREAS, the WDOT will also acquire a small portion of necessary private property that will ultimately be turned over to the City; and

WHEREAS**,** this matter has been reviewed by the Board of Park Commissioners, which has determined that the I-41 project and Trail Relocation will not adversely affect the activities, features, attributes of the Preserve Park or trail system, and recommends approval thereof.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of De Pere supports the relocation of the Preserve Trail as part of the I-41 Improvement Project near Southbridge Road and Innovation Court.

BE IT FURTHER RESOLVED THAT:

The Mayor (or other designee) is authorized to sign the attached letter and to forward the same to the Wisconsin Department of Transportation, as well as to approve or execute any Temporary Limited Easement or other related documents as needed to advance the project, subject to changes as deemed necessary by the City Attorney.

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 21st day of November, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 10/19/2023

CITY OF DE PERE

Parks, Recreation & Forestry

925. S. Sixth Street, De Pere, WI 54115 | 920-339-4065 | www.de-pere.org

November 8, 2023

Kyle Treml, PE
I-41 Project Manager
Wisconsin DOT, NE Region
944 Vanderperren Way
Green Bay, WI 54304

RE: *De minimis* determination for WisDOT trail relocation easement on part of Parcel ID Number WD-D0037-2, WD-D0035-1

Mr. Treml:

The City of De Pere has reviewed the proposed future temporary easement for ~0.71 acres of land needed from the City of De Pere's "The Preserve" property (Parcel ID Number: **WD-D0037-2, WD-D0035-1)**, which is part of the City park system. We understand this future temporary easement is necessary to allow for the future I-41/Southbridge interchange, and the reconstruction of the Southbridge Road/Innovation Court intersection. In addition, the City understands that temporary impacts may include a short-term closure of the south termini of the Preserve Trail along the west side of the property during construction and that as design progresses, WisDOT will further coordinate with the City regarding timing and duration of any closures.

I have evaluated this proposal with our Director of Public Works, Scott Thoresen, and this proposal has also been presented to the Board of Park Commissioners. In light of that review and considering public comment, on October 19, 2023 the Board of Park Commissioners passed a motion concurring that WisDOT's temporary easement for the Preserve Trail relocation and temporary trail impacts along the western edge of The Preserve park property (Parcel ID Number: WD-D0037-2, WD-D0035-1**)** does not permanently adversely affect the activities, features, or attributes which qualify the property for protection under Section 4(f) and as such qualifies as a *de minimis* impact under the Section 4(f) statute.

Thank you for the opportunity to provide input on this matter and we look forward to working with WisDOT in future phases of this project.

Sincerely,

Marty Kosobucki, Parks, Recreation & Forestry Director

Cc: Scott Thoresen, Director of Public Works

CITY OF DE PERE
MEMO

To: Common Council
From: Marty Kosobucki
Date: November 21, 2023

RE: Preserve Trail

The Wisconsin Department of Transportation (WDOT) is asking for a letter of support in their efforts to redesign the Southbridge corridor. As part of this redesign, there is an impact to the Preserve Trail as it comes into Southbridge Road. The WDOT would like to re-route the trail slightly to make the transition to Southbridge Road as safe and convenient as possible. The included letter is a draft letter WDOT is asking for.

The Board of Park Commissioners has reviewed the request and is in support of the project along with the draft letter.

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: October 19, 2023

RE: Preserve Trail Relocation

The WDOT is asking for support and approval of relocating the Preserve Trail as it comes into Southbridge Road. With the Southbridge corridor renovation going on, restructuring of the trail is necessary to have it appropriately blend in with the revised road project. I have included a map provided from the WDOT that A) explains where the trail currently is, and B) where the trail is supposed to go in relation to the planned road project.

One item that you should be made aware of is with the relocation of the trail comes the proposed acquisition of a small piece of private property. This property acquisition is needed for the trail relocation and will be completed through the WDOT project. The land will then be turned over to the City.

Staff recommends the WDOT proposed relocation of the Preserve Trail.


Proposed Roadway
Proposed Preserve Trail
Innovation Court
Southbridge Road
Temporary Roadway
Existing Preserve Trail


Temporary easement for
Preserve Trail Relocation
within city of De Pere
owned property (parkland)

RECEIVED
SEP 26 2023
Brown County Clerk

RELOCATION ORDER

lpa1708 08/2011 (Replaces LPA3006)

Project	Road name	Highway	County
GV 14	FRENCH ROAD TO LAWRENCE DRIVE	CTH GV	Brown
Right of way plat date	Plat sheet number(s)	Previously approved Relocation Order date	
9/11/23	TLE Exibit 1 Page	NA	

Description of termini of project:

A point located 840.05 feet north and 1727.04 feet west of the north quarter corner of Section 6, Township 22 North, Range 20 East, said point being the BEGINNING OF THIS RELOCATION ORDER; thence Southedeast 0.656 miles to a point located 805.20 feet south and 1273.00 feet east of the north quarter corner of Section 6, Township 22 North, Range 20 East, said point being the END OF THIS RELOCATION ORDER

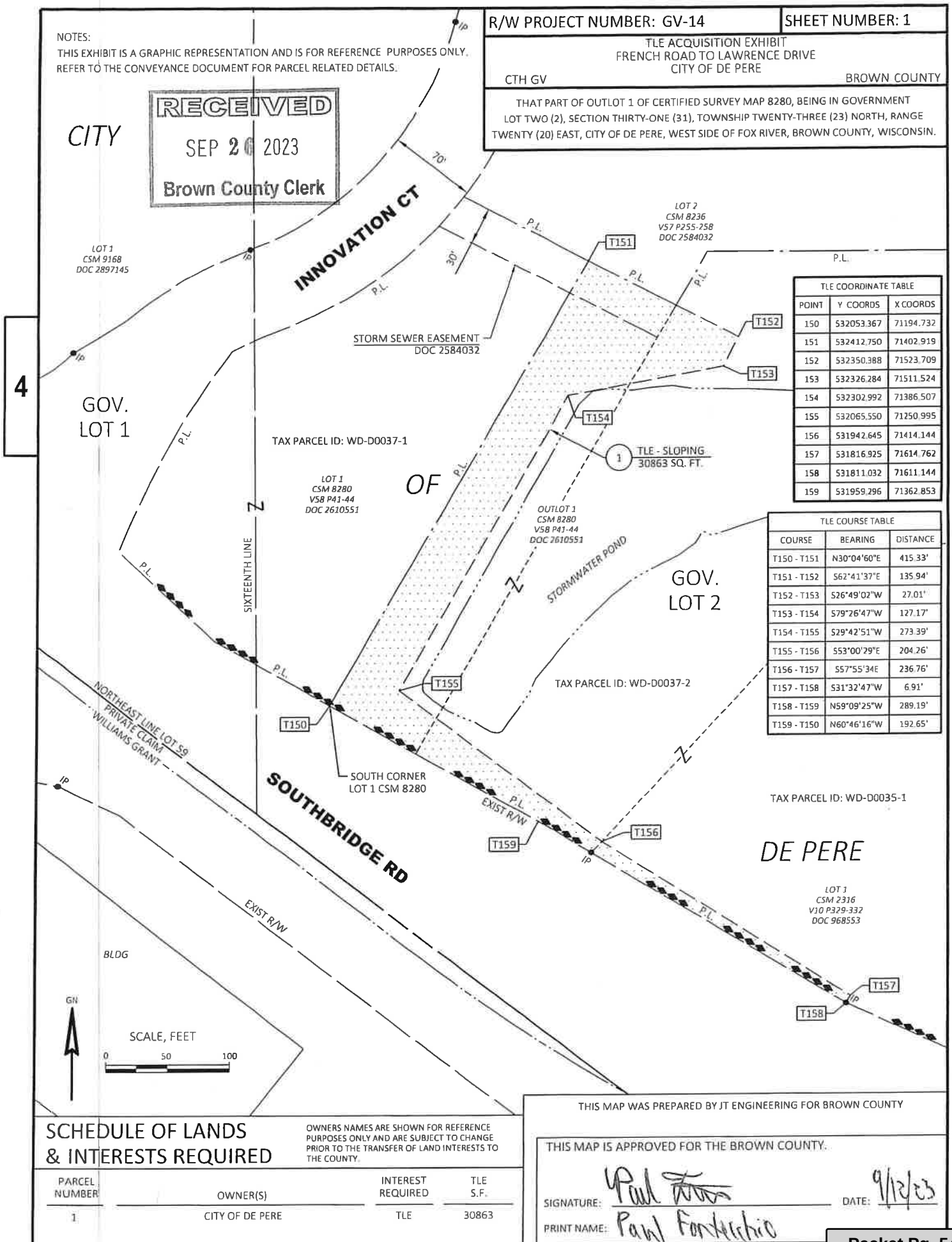
To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 83.07 and 83.08, Wisconsin Statutes, the County of Brown orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: Brown County
3. This order supersedes and amends any previous order issued by the: Brown County

Paul Fontaine Highway Commissioner 9/12/23

Name and Title Date



4

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE COUNTY.

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
1	CITY OF DE PERE	TLE	30863

THIS MAP WAS PREPARED BY JT ENGINEERING FOR BROWN COUNTY

THIS MAP IS APPROVED FOR THE BROWN COUNTY.

SIGNATURE: Paul Fontecchio DATE: 9/12/23

PRINT NAME: Paul Fontecchio

FILE NAME : 0401 TLE EXHIBIT.DWG PLOT DATE : 7/17/2023 4:14 PM R/W

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #23-121 Approving Lease Agreement between the City of De Pere and Brown County (WD-70 and WD-70-2; adjacent to Brown County Fairgrounds).**

Due to timing issues and pending scheduled events at the Brown County Fairgrounds, this matter is being directly reviewed by the Common Council, rather than first passing through committee. At the time of this Agenda being assembled, the exhibits to the Lease are still being developed and will be reviewed by the City Attorney's office upon completion.

ATTACHMENTS:

- Reso23-121 (PDF)
- Council Memo. Fairgrounds Lease Agreement (PDF)
- Lease Agreement DRAFT - Brown County - FG Boat launch City edits 11.15.23 version 2 (PDF)

RESOLUTION #23-121

AUTHORIZING LEASE AGREEMENT BETWEEN CITY OF DE PERE AND BROWN COUNTY
(WD-70 and WD-70-2; adjacent to Brown County Fairgrounds)

WHEREAS, the City owns Parcel Nos. WD-70 and WD-70-2 adjacent to the Brown County Fairgrounds, commonly referred to as the "City Fairgrounds" property; and

WHEREAS, in an effort to eliminate confusion and conflict with events held on the Brown County Fairgrounds property that do not utilize the City Fairgrounds property, the parties wish to enter into a Lease Agreement for the City Fairgrounds property (excluding the De Pere Ice Arena and the boat launch parking area) in order to delegate the oversight, management and control of the entire fairgrounds property as well as events conducted thereon, to Brown County, pursuant to the terms and conditions of the attached Lease Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to enter into the Lease Agreement Between the City of De Pere and Brown County 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 21st day of November, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

CITY OF DE PERE
MEMO

To: City Council
From: Marty Kosobucki
Date: November 21, 2023

RE: Leasing of Fairgrounds Property

Approval of a draft lease agreement is being sought between the City of De Pere and Brown County for the purpose of Brown County to manage the property known as the City Fairgrounds property.

The City and Brown County have been discussing the possibility for a couple of years. The intent is to eliminate confusion and conflict with many events renting the Brown County Fairgrounds property and the event/organizers not renting the City of De Pere property. The lease is designed for Brown County to manage and control the property for most of the year, however does not impact or involve the Ice Arena and/or the Boat Launch.

We do feel this agreement will aid in oversight of the property and provide better overall management of the location. Brown County rents out their Fairgrounds property for a number of events that choose not to rent our side of the property. When this happens, many times our property is still impacted from traffic, parking, overflow, etc… Because we do not have a fence or property border, it is extremely difficult to monitor and control events from overflowing onto our property.

LEASE AGREEMENT BETWEEN CITY OF DE PERE AND BROWN COUNTY

This Lease Agreement ("Lease") is made and effective _____, 2023 (the "Effective Date"), by and between the City of De Pere, a Wisconsin municipal corporation ("Lessor") and Brown County, a political subdivision of the State of Wisconsin ("Lessee").

WHEREAS, Lessor owns Parcel WD-70, an approximate 11.93 acre parcel and Parcel WD-70-2, an approximate 1.1 acre parcel immediately adjacent to the Brown County Fairgrounds property and located in the City of De Pere, Wisconsin, and as described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the parties agree that Lessee may lease the Property from Lessor and utilize the Property for continuing maintenance and recreational event purposes, subject to the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **PROPERTY.** The Property subject to the terms and conditions of this Lease shall be defined as Parcel WD-70 and WD-70-2 but shall not include the 'lower' parking areas for the boat launch or ice rink contained within the Property, as depicted in Exhibit A, attached to and incorporated into this lease by attachment and reference.

2. **TERM AND RENEWAL TERMS**. The Lessee shall lease the Property from Lessor commencing on the Effective Date for an initial term of five (5) years (the "Initial Term"), subject to the terms and conditions of this Lease. This Lease shall automatically renew for up to five (5) consecutive one (1) year renewal terms (each a "Renewal Term"). This lease may be terminated at any time for any reason upon one hundred eighty (180) days' written notice given to the other party at any time after the Effective Date. Either party reserves the right to cancel this lease in whole or in part without penalty due to non-appropriation of funds, or for failure of the Lessor to comply with terms, conditions, and specifications of this lease.

3. **RENT.** Lessee shall pay rent to Lessor in the lump sum of three thousand dollars ($3,000.00) per year during the Initial Term and each Renewal Term. Said amount shall be due and payable on or before the Effective Date, and thereafter, on January 1st of each year during the Initial Term and each Renewal Term of the Lease. However, Lessee shall have the right to prepay the entire amount for the Initial Term at the commencement thereof.

4. **COOPERATIVE USE/RIGHT OF ENTRY.** Lessee shall have the right to utilize the Property in accordance with the terms and conditions of the Lease. Lessor shall have the right to enter the Property at any time to fulfill its obligations and ensure that Lessee's use and occupancy of the Property is in compliance with the terms of the Lease.

5. **IMPROVEMENTS.** Lessee shall not make any structural improvements or install any fixtures within, on, or to the Property unless first approved in writing by Lessor, which such approval is in Lessor's sole discretion. Lessee shall obtain any required permits and/or approvals before making any such improvements to the Property.

6. **OWNERSHIP AND RESPONSIBILITY.**

   a. **Personal Property.** Lessee may place personal property within the Property in any manner so as to reasonably accommodate the purpose or use of the Property.
   b. **Right to Sublet.** Lessee shall have the right to sublet the Property upon consent of Lessor which shall not be unreasonably withheld.
   c. **General Liability Insurance Required.** Lessee shall maintain a policy of comprehensive general liability insurance. The combined single limit for bodily injury and property damage shall not be less than $1,000,000, with additional umbrella liability insurance coverage for a total of not less than $2,000,000.
   d. **Improvements and Property Insurance.** Lessee shall be responsible for and shall maintain adequate property insurance on the Property and shall add the Lessor as an additional insured under said policy.
   e. **Utilities.** Lessee shall be responsible for any and all utility costs associated with the Lessee's use of the Property pursuant to this lease, including but not limited to water, electricity, sanitary sewer, storm sewer and natural gas.
   f. **Maintenance.** Lessee shall be responsible for maintaining any or all regular lawn care for the Property, except in the areas abutting the boat landing and ice center building on the Property as depicted in Exhibit C, attached to and incorporated into this lease by attachment and reference. Lessor agrees to continue its regular snow-plowing services and forestry operations to include without limitation the monitoring, pruning, removal and general oversight of trees at the Property. Notwithstanding the foregoing, Lessee agrees to provide snow-removal services in connection with its own sponsored or special events at the Property.

7. **HOLD HARMLESS**. Lessee will indemnify and save harmless Lessor and all of its officers, agents and employees from all damages, suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property, including without limitation the Lessor, resulting from the operations of Lessee, or of any of its Contractors, which arise out of Lessee's use of the Property under this Lease.

   In the event that Lessee employs other persons, firms, corporations or entities ("Sub-contractor") as part of work covered by the Lease, it shall be Lessee's responsibility to require and confirm that each Sub-contractor has liability insurance satisfactory to Lessor or, in the alternative each Sub-contractor shall enter into an indemnity agreement in favor of Lessor, its officials, officers, employees, agents, representatives and volunteers.

8. RESTRICTIONS ON USE.

a. Hours of Use. Lessee may have access to the Property for the limited purpose of providing maintenance and hosting recreational or special events or, with Lessor's prior written consent in its sole discretion which shall not be unreasonably withheld, attending to Lessee's other obligations set forth herein.

b. Conduct on Property. Lessee shall impose and enforce rules for all users of the Property. In the event that activities on the Property interfere with the public use of the Property, Lessor may take any action reasonably necessary to provide for orderly public use of the Property. Repeated violations of this Section shall constitute default of this Lease.

c. Parking. As described and depicted in Exhibit B incorporated herein by reference, Lessee shall not utilize the 'lower' boat launch parking area and/or the ice rink parking area on the Property but shall be allowed to utilize the 'upper' boat launch parking area for programming or special events. Other than Lessee's programming or special events, the upper boat launch parking area shall remain open for public parking during term of this Lease.

9. SIGNS. Lessee shall not place or erect any signs at the Property without the prior consent of Lessor in Lessor's sole discretion which shall not be unreasonably withheld. The size, text, design and location of any sign shall also be subject to written pre-approval by Lessor in its sole discretion which shall not be unreasonably withheld. Signs may be placed at the Property provided the signs are not permanent fixtures.

10. ASSIGNMENT. Unless authorized and agreed upon in writing by Lessor in its sole discretion, Lessee may not assign or otherwise transfer any right or privilege conferred by this Lease.

11. BREACH AND RIGHT TO CURE. In the event that Lessee fails to perform under the terms or conditions of this Lease, Lessor shall give Lessee thirty (30) days written notice of the event of default, during which time Lessee has the right to cure the default. Lessor may terminate this Lease if, after said cure period expires Lessee fails to cure the default. Lessee shall not be entitled to any rent reimbursement in the event of default under this Lease.

12. EFFECT OF TERMINATION.

a. Disposition of Personal Property. Upon termination of this Lease, Lessor shall have the option of accepting ownership of the Lessee's personal property which remain on the Property or requiring its removal at Lessee's cost. Lessor may require Lessee to take any and all steps reasonably necessary to bring the Property into compliance with the terms and conditions of this Lease at Lessee's cost or may make such repairs and/or perform required maintenance at Lessee's cost.

13. RESPONSIBILITY OF LESSEE. Except as otherwise specifically provided, the Lessee shall be liable for performance of and compliance with all terms and conditions

of this Lease. Such liability shall exist in favor of Lessor to compel compliance with the terms of this Lease by Lessee in regard to the provisions of this Lease, regardless of exclusivity of use.

14. NOTICE. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor:	If To Lessee:
City of De Pere Attn: Director of Parks, Recreation & Forestry 925 S. Sixth Street De Pere, WI 54115	Brown County Attn: Parks Director 2024 Lakeview Drive Suamico, WI 54173

15. WAIVER. No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

16. MEMORANDUM OF LEASE. The parties hereto contemplate that this Lease should not be filed for record, but in lieu thereof, at the request of Lessor or Lessee, the parties shall execute a memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

17. SUCCESSORS. The provisions of this Lease shall extend to and be binding upon Lessor and Lessee, and their successors and assigns.

18. FINAL AGREEMENT. This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by further writing that is duly executed by all parties.

19. GOVERNING LAW. This Lease shall be governed, construed and interpreted by, through and under the laws of the State of Wisconsin.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written:

CITY OF DE PERE
By:

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

BROWN COUNTY
By:

_____
Troy Streckenbach, County Executive

_____
Patrick W. Moynihan, Jr. County Clerk

EXHIBIT A
Map of Lease Area

EXHIBIT B
Map of Parking Area

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #23-122 Authorizing Renewal of Planned Service Agreement between the City of De Pere and Johnson Controls Fire Protection LP (Community Center Access Control System).**

The Finance/Personnel Committee voted unanimously at its November 14, 2023, meeting to approve this item and move it forward to the Common Council for consideration and final approval.

ATTACHMENTS:

- Reso23-122 (PDF)
- De Pere Community Center access control inspections proposal - CPQ 375096 (PDF)
- City of De Pere Planned Service Agreement - changes to CPQ 375096 (PDF)
- Memo.Johnson Control Agreement (11-14-23) (PDF)

RESOLUTION #23-122

APPROVING RENEWAL OF PLANNED SERVICE AGREEMENT BETWEEN
THE CITY OF DEPERE AND JOHNSON CONTROLS FIRE PROTECTION LP
(Community Center Access Control System)

WHEREAS, the Community Center utilizes Johnson Controls Fire Protection LP for a service contract covering inspection, provision of equipment and emergency labor for its access control system; and

WHEREAS, a renewal for such contract is needed for continued service which city staff identified and negotiated necessary revisions; and

WHEREAS, the attached Planned Service Agreement will renew such services for a five (5) year period; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the Planned Service Agreement attached hereto, together with such renewals thereof, provided the terms and conditions are substantially similar and the appropriate funds are budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 11/14/2023

PSA Renewal_De Pere City Hall_410998_Oct_2023_ - CPQ-375096

Planned Service Agreement



Johnson Controls Fire Protection LP
1941 Holmgren Way
Green Bay WI54304
USA

Proposal Presented On:
04-24-2023

The Power behind your mission

Johnson Cont

Johnson Controls

SERVICE SOLUTION

Customer #: 410998
City of De Pere
Date: 24-Apr-23
Proposal #: CPQ-375096
Term: 1-Oct-23 to 30-Sep-28
External Contract #: 659646 R04-DEC-2022
Subscription ERP #:

Billing Customer:
De Pere Community Center
600 Grant St,
De Pere, WI 54115-1318

Service Location:
De Pere Community Center
600 Grant St,
De Pere, WI 54115-1318

Johnson Controls Fire Protection LP
Sales Representative:
Sarah Monson
1941 Holmgren Way
Green Bay WI 54304
sarah.monson@jci.com

INVESTMENT SUMMARY

(*Service Solution Valid for 30 Days*)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		City of De Pere Community Center	$1,196.94
SYSTEM-AC-GEN AC			
ACCESS CONTROL SYSTEM	**Est. First Inspection: January**		

ACCESS CONTROL EXPERT SERVICE OFFER

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

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SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Access Control
De Pere Community Center	600 Grant St,	De Pere	WI	54115-1318	$1,196.94

ACCESS CONTROL EXPERT SERVICE OFFER

SYSTEM-AC-GEN AC

PANEL ONLY REPLACEMENT AND LABOR COVERAGE OPTION FOR LISTED ACCESS CONTROL SYSTEMS:
The Precision Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and compon ents in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (Motion sensors, access control readers, closed circuit television cameras, monitors, audible/ visible units, door contacts.) associated wit h system. Replacement of faulty wiring, batteries, and/or ground faults are not covered.

TEST AND INSPECTION OVERVIEW:
Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility life safety system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)
DOCUMENTATION:
Accessible components and devices shall be logged for:
- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required bythe Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Customer Portal (Basic)

SYSTEM-AC-GEN AC

Basic Customer Portal functionality will be provided.

Remote Service Support

SYSTEM-AC-GEN AC

Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00 pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected Sprinkler Systems and S ecurity Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

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SERVICE SOLUTION

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.

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SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of De Pere** and is effective **1-Oct-23** (the "Effective Date") to **30-Sep-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $1,196.94 - Proposal #: CPQ-375096

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	10/01/2023 - 09/30/2024	$1,196.94
2	10/01/2024 - 09/30/2025	$1,196.94
3	10/01/2025 - 09/30/2026	$1,196.94
4	10/01/2026 - 09/30/2027	$1,196.94
5	10/01/2027 - 09/30/2028	$1,196.94

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

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SERVICE SOLUTION

Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials: ☐

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:
☐ NO: This signed contract satisfies requirement
☐ YES: Please reference this PO Number: _____

City of De Pere		Johnson Controls Fire Protection LP	
Signature:	_____	Authorized Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Phone #:	_____	Phone #:	
Fax #:	_____	Fax #:	_____
Email:	_____	License #: (if applicable)	_____
Date:	_____	Date:	_____

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TERMS AND CONDITIONS

1. Term. The initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the thenprevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for fourhour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT

DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon Inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where Inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's thencurrent hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient almosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A.Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B.Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's

Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C.Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at https://www.johnsoncontrols.com/buildings/legal/digital/generaltos.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

C.Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D.No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E.Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees

that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW

THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NONTRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party.

COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms

herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's thenapplicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature.

Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. ***Company as Processor:*** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. ***Company as Controller:*** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

City of De Pere Planned Service Agreement

Proposed Changes to:

CPQ-375096

Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, assuming such services performed are not covered under the summary of services included under this Agreement.

Regarding the Terms and Conditions attached to the CPQ proposal referred at the top, both Parties agree to modify the Sections described below, as follows:

2. Payments and Invoicing. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment when due could be considered a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy the right to with notice:

5. Limitation of Liability; Limitations of Remedy. Delete the following sentences from Section 5:

(i) *Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation.*

(ii) *Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert.*

7. Indemnity. Delete the words "*or Company"* from the sixth line of Section 7. "Indemnity".

18. Monitoring Services. Intentionally Omitted as not applicable to CPQ #375096.

23. Insurance. Intentionally Omitted.

24. Waiver of Subrogation. Intentionally Omitted.

29. Three-Year Limitation on Actions;-Choice of Law. The parties agree that any disputes arising out of this Agreement shall be determined exclusively by the Wisconsin courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Wisconsin courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than three years after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

35. Legal Fees. Company or Customer shall each be entitled to recover from the other party to this Agreement all reasonable legal fees incurred in connection with Company or Customer enforcing the terms and conditions of this Agreement.

CITY OF DE PERE
MEMO

To: Mayor James G. Boyd, Chair
Finance & Personnel Committee Members/Common Council

From: Eric Erdman, Assistant City Attorney

Date: November 14, 2023

RE: Discussion and Possible Action on Johnson Controls Agreement

In connection with a requested review of the City's access control system inspection agreement with Johnson Controls Fire Protection LP (the "Company") at the Community Center, staff identified and negotiated necessary revisions. Those changes are summarized as follows:

- Removal of language that limited the City's ability to dispute the validity of invoices and insertion of language clarifying that additional Company invoices should only be generated when the services are not covered under the scope of the services agreement.
- Company would provide the City with notice prior to the Company exercising its options in connection with a material breach of an agreement.
- Deletion of the requirement that the City look exclusively to its insurer to recover for injuries or damage in the event of loss or injury and the requirement that the City waive its subrogation right of recovery against the Company.
- Deletion of the language requiring that the City exempt the Company from liability for occurrences which its equipment or service was designed to detect or avert.
- Revision of the City's agreement to indemnify, hold harmless and defend the Company against loss from any act or omission of the City only, instead of both the City and Company.
- Deletion of provisions requiring the City to name the Company as an additional insured on its liability policies.
- Lengthen the time frame that a claim can be brought against the Company from one to three years.
- Clarification of the choice of law section so that Wisconsin is listed as the proper forum.
- Expansion of the provision regarding the Company's ability to recover reasonable legal fees in connection with enforcing the terms and conditions of the agreement to allow for the City to also recover such reasonable fees.

Staff recommends approving the agreement with the proposed revisions.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**Board of Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Resolution #23-123 Authorizing Storm Water Line Easement (Fox River State Trail; ED-80-3).**

The Board of Public Works, at the November 13, 2023 meeting, approved the proposed easement for Project 23-09. The motion was approved unanimously, with a 5-0 vote.

ATTACHMENTS:

- Reso23-123 (PDF)
- CE 10185 ReadyforSignature 08-11-2023 (PDF)
- C101 (PDF)
- 2023 1113 CI_BOPW_Project_23-09_Proposed_Easement (PDF)

RESOLUTION #23-123

AUTHORIZING STORM WATER LINE EASEMENT
(Fox River State Trail; ED-80-3)

WHEREAS, the City has constructed a storm water treatment pond along the Fox River Trail and Front Street from Franklin Street to 250 feet north of Fulton Street under City Project #23-09 to meet the City's Municipal Separate Storm Sewer System (MS4) permit requirements; and

WHEREAS, in connection with construction of pond outfall, the City is in need of a 20-foot wide easement from the Wisconsin Department of Natural Resources for an underground storm water line under and across the Fox River Trail; 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 the Mayor to execute the attached Storm Water Line Easement (Cooperative Trail) to allow for construction, maintenance, repair and/or replacement of an underground storm water line under and across the Fox River State Trail.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board Approval: 11/13/2023

Document Number	Document Title

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

STORM WATER LINE EASEMENT (Cooperative Trail)

Section 23.09(10), Wis. Stats.
Form 2200-015t
Rev. 04/2022

Recording Area
Return: Department of Natural Resources
Bureau of Facilities & Land – LF/6
P.O. Box 7921
Madison, WI 53707-7921
Attn: Bill Peterson (CE-10185)

Parcel Identification Number (PIN):

ED-80-3

THIS STORM WATER LINE EASEMENT ("Easement") is made by and between the State of Wisconsin Department of Natural Resources ("Grantor") and the City of De Pere ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of the former Wisconsin Central Ltd. railroad corridor known as the "Fox River State Trail" ("Trail" or "Premises");

WHEREAS, the Grantor has entered into an agreement conveying trail management and operations responsibilities to Brown County Parks Department ("Trail Manager");

WHEREAS, the Grantee desires to construct, install, operate, repair, maintain, remove, replace and/or abandon an underground storm water line under and across the Trail by open trenching at a minimum depth of 84-inches, for the benefit of the City of De Pere and impacted landowners; and

WHEREAS, the underground storm water line will be installed within a 20-foot wide corridor crossing under the Trail (the "Easement Area"), which is depicted on the attached Exhibit "A" and more particularly described as follows:

> **Part of Private Claim 31, East Side of Fox River, City of De Pere, Brown County, Wisconsin,** that is further described below:
>
> *Located in and being 10 feet on each side of the <u>center line</u> of which is described as follows:*
>
> *Commencing at the meander corner on the line between Private Claims 29 and 30, East Side of Fox River; thence S28°10'02"W, 585.28 feet on a line connecting said meander corner with the meander corner on the line between Private Claims 30 and 31, East Side of Fox River; thence S36°19'08"W, 247.88 feet to said easement reference line, also being the east right of way of the Fox River State Trail and the POINT OF BEGINNING; thence N61°15'06"W, 30.01 feet on said easement reference line to the west right of way of said Fox River State Trail and the Point of Termination. The sidelines of said 20.00 foot wide easement extend and shorten to intersect with the west and east right of way of the Fox River State Trail.*

and **WHEREAS**, Grantor agrees to grant this Easement as requested by Grantee.

NOW, THEREFORE, the Grantor hereby grants to the Grantee, for and in consideration of the sum of Five Hundred Dollars ($500.00), receipt of which is hereby acknowledged by the Grantor, this non-exclusive Easement allowing for the construction, installation, maintenance, inspection, operation, repair, removal, replacement and/or abandonment of the underground storm water line as described, under the Premises.

It is understood by the Grantor and the Grantee that this non-exclusive Easement is subject to the following conditions:

1. **Recitals.** The Grantor and Grantee confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.

2. **Purpose.** The Grantor grants and coveys to Grantee this non-exclusive Easement for the installation, construction, operation, maintenance, repair, removal, replacement and/or abandonment of one 12-inch underground storm water line. Any additional lines or structures, or replacements greater in diameter as described herein, will require prior written approval of the Grantor and Grantor may require the Grantee to obtain a new, separate easement.

3. **Parties**. This Easement is limited to the Grantee and is not transferable. Grantor shall require a new and separate easement if Grantee desires to locate additional facilities in the Easement Area.

4. **Non-Exclusive Use.** The Easement shall be non-exclusive, and the Grantor may use the Easement Area and may lease or convey other easements to one or more other person(s), company(ies) or other entity(ies), provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.

5. **Construction.** Grantee shall submit a written notification of project commencement to the Trail Manager at least five business days prior to initiation of any installation, construction, maintenance, repair, removal, replacement and/or abandonment work on or within the Easement Area. In the event that Grantee's planned commencement of project activities conflicts with Grantor's or Trail Manager's use of the Easement Area, Grantor shall notify Grantee of the conflict and Grantor and Grantee shall agree on an alternative date to begin the project. If an emergency situation related to the storm water line that requires immediate action by the Grantee, the Grantee shall take immediate action, then promptly notify the Grantor's Trail Manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation. The Grantor's Trail Manager for the Premises can be reached at (920) 448-4464.

6. **Access**. If permission is provided by Grantor's Trail Manager, Grantee may enter upon the Premises at locations outside of the Easement Area using Grantor's existing roads if such entrance is necessary to gain access to the Easement Area in order to construct, install, operate, maintain, repair, remove, replace, and/or abandon the storm water line and to do any and all other such work as is reasonably necessary in accordance with the rights granted under this Easement.

7. **Vegetative Management.** Grantee may cut, trim and remove any brush, trees, logs, stumps or branches, which by reason of their proximity may endanger or interfere with the underground storm water line, or the installation, construction, maintenance, repair, operation, removal, replacement and abandonment thereof. Any such undertakings shall be done with the prior notification of Grantor's Trail Manager by Grantee and under the supervision of the Grantor's Trail Manager. All trees removed from the Premises remain the property of the Grantor. All trees having commercial value including firewood shall be cut in standard lengths and be piled at a location on the Premises designated by the Grantor's Trail Manager. All stumps, slash, waste materials and other debris shall be disposed of by the Grantee as directed by the Grantor's Trail Manager. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Grantor. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at Pesticides Policy | FSC Connect or supplied by Grantor's Trail Manager. Grantee shall report to the Grantor at least annually, the chemicals that are applied on the Easement Area including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.

8. **Signage.** Any signs, postings and other markers not in accordance with standard utility practice to be located on the Easement Area by the Grantee shall be approved by the Grantor prior to placement.

9. **Maintenance.** The Grantee shall maintain the Easement Area in a decent, sanitary, and safe condition and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Trail or the Easement Area.

10. **Existing Utilities.** The Grantee is responsible for determining the location of any existing utilities within the Easement Area. Grantee is responsible for any and all damages, costs or liabilities that result from damages caused by the Grantee to existing utilities within the Easement Area.

11. **Compliance with Other Laws.** This Easement does not relieve Grantee from the responsibility to comply with all applicable federal and state laws and local ordinances and does not supersede any other governmental requirements for plan approval or for authority to exercise any other rights granted herein.

12. **Conditions of Construction and Maintenance.** Relating to installation, construction, operation, maintenance, removal and replacement work within the Easement Area, work shall be completed as follows:
    a. Other than as otherwise permitted herein, the Trail should remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All closures must be coordinated with the Grantor's Trail Manager. Any Trail closure of more than 1 day may be done only with prior written permission of the Grantor's Trail Manager.
    b. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that Trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the Trail for backing of any equipment unless a flag person is present and directing Trail traffic.
    c. Warning signs, lights, or such other safety markers as necessary shall be placed informing Trail users of any construction work or as otherwise directed by the Grantor's Trail Manager.
    d. If needed, as determined by the Grantor's Trail Manager, Grantee shall place passable barricades at entry points for trail users that require trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the Trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.
    e. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead in both directions.
    f. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.
    g. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired, and the Premises restored as promptly as possible by Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access installation, construction, maintenance, removal or replacement locations.
    h. If any portion of the Trail is damaged or destroyed by the Grantee, the Grantee shall be solely responsible to repair and restore the damaged areas in a timely, workmanlike manner, using the same type and quality materials that meet the Grantor's Trail Design Standards and guidelines and as approved by Grantor's Trail Manager. The Grantee agree to reimburse the Grantor for any property damage to the Grantor's Premises that may arise from the Grantee's use of the Easement Area.

i. Any and all ground settling, or Trail surface damage caused by the exercise of the Grantee's rights within a 2-year period from the date of installation or of any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Grantor's Trail Manager. If Grantee fails to perform needed repairs or restoration, repairs or restoration within 20 days of notification by the Grantor's Trail Manager that such repairs are necessary, the work may be contracted by the Grantor's Trail Manager and the Grantee shall be liable for all costs associated with such repairs and restoration.

j. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in writing by Grantor or Grantor's Trail Manager.

13. **AREMA Compliance.** The Premises may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this Easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Grantor prior to the execution of this Easement. Grantor shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this Easement upon the discretion of the railroad. Grantee shall: (1) not materially change the grade or topography of the Trail or the Easement Area; (2) not construct and install or remove any permanent improvement which violates American Railway Engineering and Maintenance-of-Way Association ("AREMA"), or its successors' published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroad.

13. **Non-Disturbance.** Grantee shall not disturb wetlands or waterways unless it first obtains all necessary permits. No work may be done that alters drainage or allows water to drain onto adjoining land.

14. **Restoration.** The Grantee shall restore the Easement Area in a timely workmanlike manner consistent with the original condition of the Easement Area prior to such entry by the Grantee or its employees or agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area.

15. **Violation**. If Grantor identifies a violation of this Easement by Grantee that does not constitute an emergency, the Grantor will notify Grantee of the violation(s) in writing, and the Grantee will have 30 days to provide Grantor with a plan and a schedule for correcting the violation(s). If Grantee's plan is not approved by the Grantor, Grantor will provide Grantee with a list of acceptable modifications to the plan and allow Grantee an additional 30 days to revise its plan to meet Grantor's requirements. If Grantee refuses Grantor's modifications, Grantor may declare this Easement null and void, and it may take full control of the Easement Area without hindrance or delay, and it may use its legal remedies to recover from the Grantee any damages sustained by acts of the Grantee. Grantor's approval of the plan for correcting the violation(s) shall not be unreasonably withheld, delayed, or denied. Any violations that constitute a health or safety emergency shall be immediately rectified by the Grantee in accordance with paragraph 5.

15. **Termination.** The Easement shall automatically terminate, without right of reentry, upon:

a. Grantee's acknowledgement that it is abandoning the Easement Area; or

b. An implied abandonment as evidenced by Grantee's non-use of the Easement Area for a period of two consecutive years. If the Easement Area is abandoned, Grantee shall remove or abandon the storm water line following the same permissions and protocols that applied to its installation.

16. **Indemnification.** Except for the willful misconduct or negligence by the Grantor, its agents, officers, and employees, Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, and its agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly from:
    a. The construction, installation, operation, maintenance, existence, use, repair, removal, replacement and/or abandonment in place of the storm water line;
    b. Any defect in the storm water line or failure thereof;
    c. Any act or omission of the Grantee, its agents or employees while on or about the Easement Area or any of Grantor's adjoining land;
    d. Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement; and/or
    e. Any defect or insufficiency of title or authority of the Grantor to convey this Easement.

17. **Insurance.** At all times the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than $500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than $500,000.00. Upon request, the Grantee shall furnish the Grantor the requisite certificate, or other proof of insurance showing that the Grantor and its officers, employees and agents, are named as additional insureds under the insurance policy. The Grantor may require greater evidence of resources or higher limits of insurance coverage if it determines that greater coverage is reasonably required to cover the risks presented by the storm water line. The Grantee shall furnish the Grantor evidence of adequate financial responsibility on or before the effective date of the Easement. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any construction, installation, operation, maintenance, repair, removal or replacement activities on the Easement Area until adequate evidence of financial responsibility is again provided to the Grantor.

18. **Notices.** With the exception of emergency notice provided to the Trail Manager, all notices or other writings this Easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and either by certified mail, return receipt requested or through regular commercially available overnight delivery service with proof of delivery as follows:
    a. To the Grantor: Wisconsin Department of Natural Resources Bureau of Facilities and Lands, 101 S. Webster St., Madison, WI 53703.
    b. To the Trail Manager: Brown County Parks Department, PO Box 23600, Green Bay, WI 54305. Phone Number : 920-448-4464.
    c. To the Grantee: City of De Pere, 925 S. Sixth Street, De Pere, WI 54115. Phone Number: 920-339-4061.
    d. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

    Grantor's Trail Manager shall be notified of emergencies via telephone at (920) 448-4464 or the DNR Call Center at 1-888-936-7463.

19. **NR 45 Enforcement.** The Grantor retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Premises, its natural resources or the general public, including Chapter NR 45, Wis. Admin. Code, which governs the conduct of visitors to state lands.

20. **Non-Warrantable Title.** The Grantor does not warrant that title to the Easement Area is free and clear of all encumbrances or that it will defend the Grantee in its peaceful use and occupancy of the Easement Area.

21. **Relocation Costs.** If Grantor requests that Grantee's facilities that serve Grantor be relocated, Grantor will be responsible for the costs associated with that relocation and shall grant easement rights covering the new location. If Grantee's facilities that do not serve Grantor need to be relocated at the request of Grantor, Grantee will be responsible for all costs associated with the same.

22. **Headings.** The headings of clauses contained in this Easement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.

23. **Governing Law.** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.

24. **Acknowledgement.** This Easement sets forth the entire understanding of the Grantor and the Grantee and may not be changed except by a written document executed and acknowledged by the Grantor and the Grantee.

25. **Invalidity.** If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

26. **Enforcement.** Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief.

27. **Additional Conditions.** Additional conditions that apply to this Easement are enumerated below:

None.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed on its behalf this ____ day _____, 2023.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Bureau Director Facilities and Lands

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 2023, the above named Terry H. Bay, Bureau Director of Facilities and Lands for the State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

_____
Aubrey Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

IN WITNESS WHEREOF, the Grantee has accepted the terms and conditions of this Easement on its behalf this ____ day _____, 2023.

City of De Pere

By _____ (SEAL)
James Boyd
Mayor

State of _____)
) ss.
County of ____)

Personally came before me this _____ day of _____, 2023, the above named James Boyd, Mayor of the City of De Pere, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of the City of Horicon.

_____
*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

CONSENT TO EASEMENT

IN WITNESS WHEREOF, Brown County, being the holder of an Easement for the Fox River State Trail by virtue of said Easement, between the State of Wisconsin Department of Natural Resources and Brown County as recorded on August 28, 2000 as Document No. 1769733, also as amended and recorded on December 21, 2001 as Document No. 1863067, and also as amended and recorded on March 4, 2004 as Document No. 2100224 all in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this Storm Water Line Easement, subject to the same terms and conditions as set forth herein on this _____ day of _____ _____, 2023.

Brown County

By: _____ (SEAL)
Troy Streckenbach
Brown County Executive

State of_____)
) ss.
County of _____)

Personally appeared before me this _____ day of _____ 2023, the above-named Troy Streckenbach, Brown County Executive, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

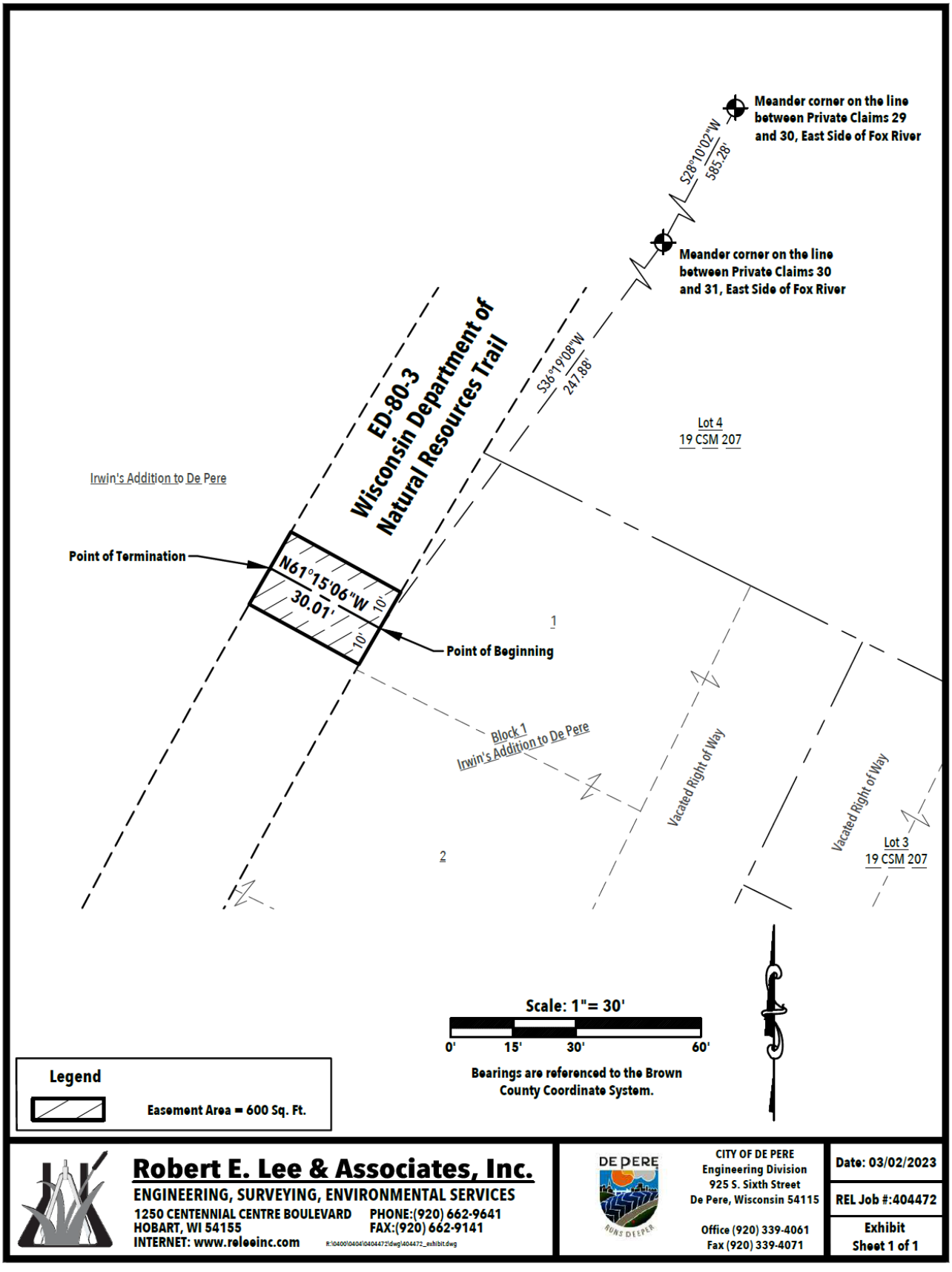
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Notary Public, State of Wisconsin

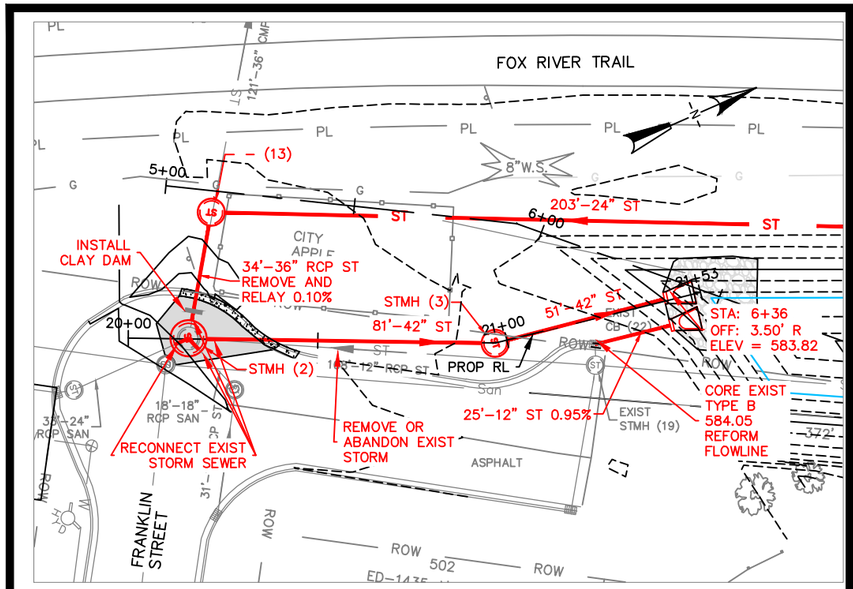
My commission (expires) (is) _____

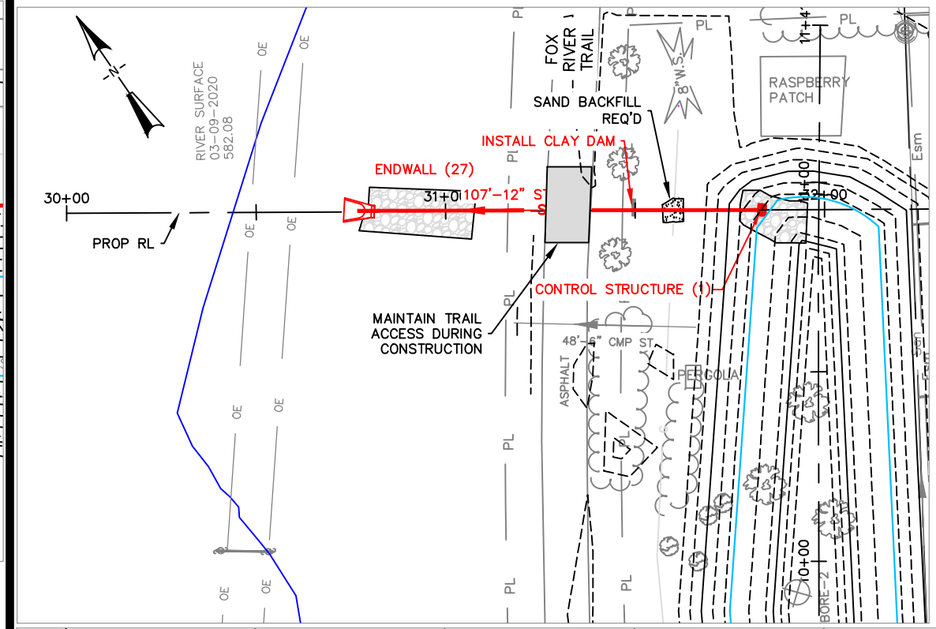
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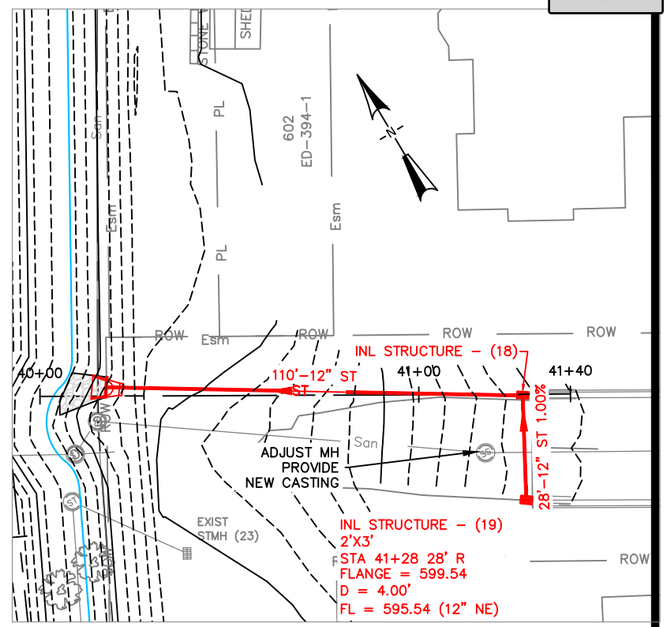
This instrument drafted by:
State of Wisconsin
Department of Natural Resources

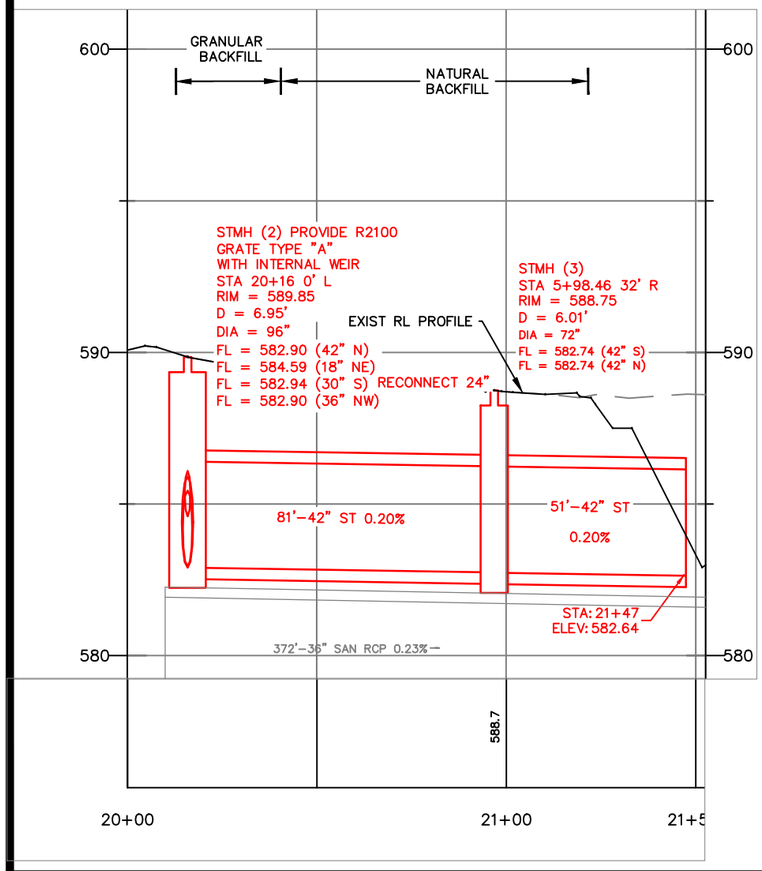
Exhibit “A”

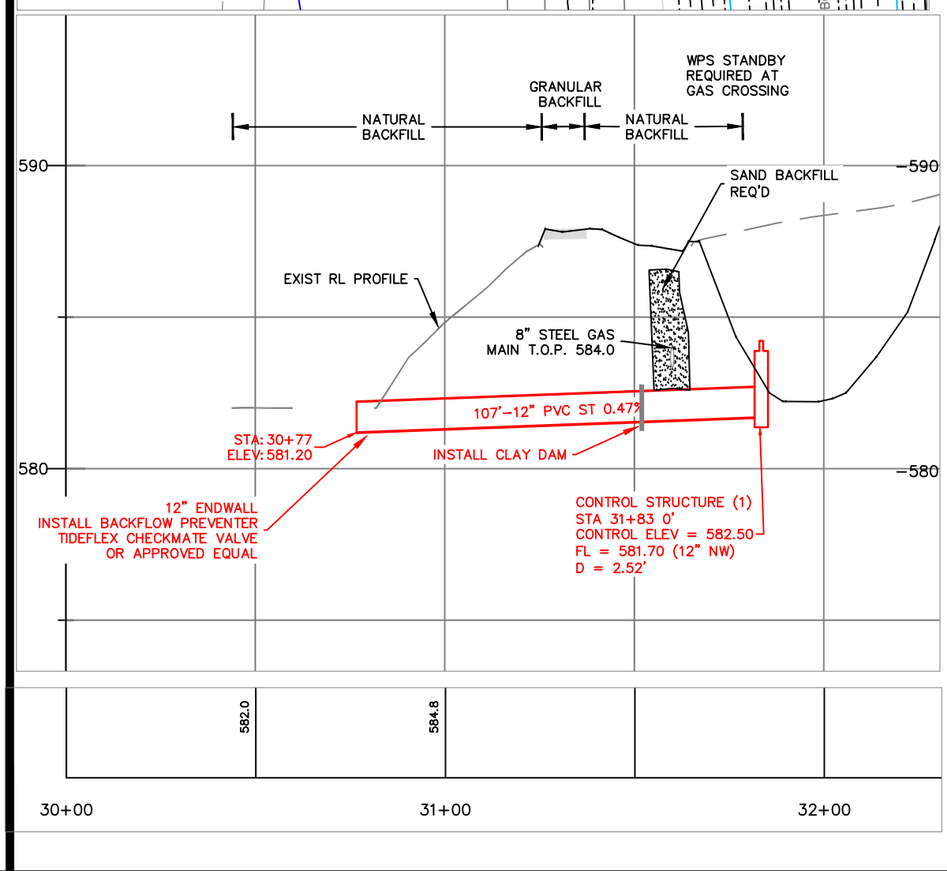

Meander corner on the line between Private Claims 29 and 30, East Side of Fox River
S28°10'02"W
585.28'
Meander corner on the line between Private Claims 30 and 31, East Side of Fox River
S36°19'08"W
247.88'
ED-80-3
Wisconsin Department of Natural Resources Trail
Lot 4
19 CSM 207
Irwin's Addition to De Pere
Point of Termination
N61°15'06"W
30.01'
10'
10'
Point of Beginning
1
Block 1
Irwin's Addition to De Pere
Vacated Right of Way
Vacated Right of Way
2
Lot 3
19 CSM 207
Scale: 1"= 30'
0'
15'
30'
60'
Bearings are referenced to the Brown County Coordinate System.
Legend
Easement Area = 600 Sq. Ft.
Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE:(920) 662-9641
FAX:(920) 662-9141
R:\0400\0404\0404472\dwg\404472_exhibit.dwg
DE PERE
RUNS DEEPER
CITY OF DE PERE
Engineering Division
925 S. Sixth Street
De Pere, Wisconsin 54115
Office (920) 339-4061
Fax (920) 339-4071
Date: 03/02/2023
REL Job #:404472
Exhibit
Sheet 1 of 1

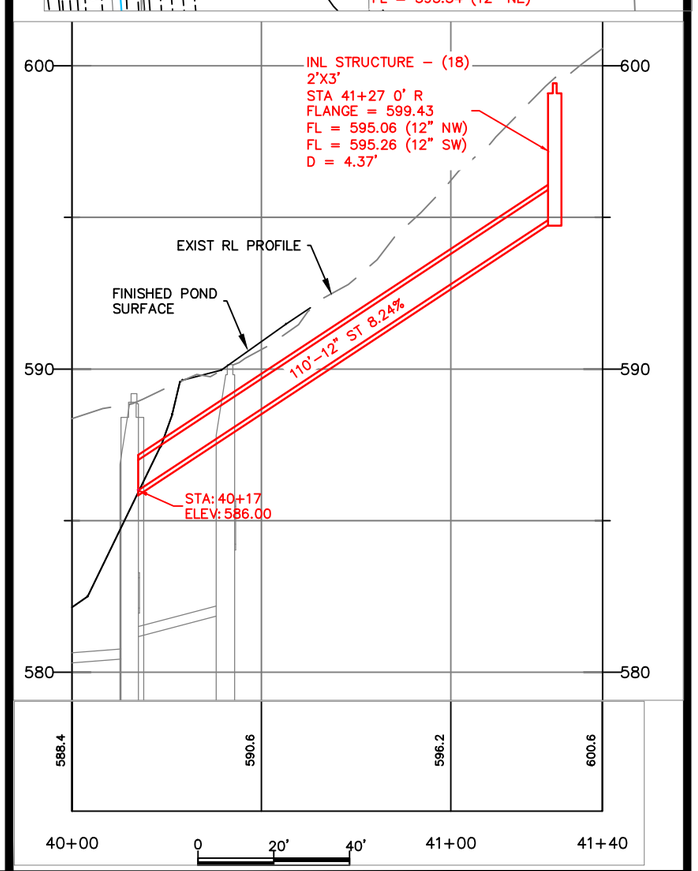












DE PERE

CITY OF DE PERE

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

FRONT / FRANKLIN / FULTON STORM SEWER AND POND

NAME: POND AND DRAINAGE SYSTEM CONSTRUCTION
PROJECT # 23-09

	BY	DATE
SURVEYED	BK	6-2021
DRAWN	BK	12-2021
DESIGNED	REL	01-2022
CHECKED	EPR	01-2022

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

PAGE NO. C101

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: November 13, 2023

RE: **Consider Proposed Easement – Project 23-09***

The city constructed a new storm water treatment pond along the Fox River Trail and Front Street from Franklin Street to 250 feet north of Fulton Street under Project 23-09. This pond treats completely developed areas and is part of the long-term plan to meet the City's MS4 permit requirements that has been issued by the WDNR. To construct the new storm pond outfall, the city needs an easement from the WDNR for the Fox River Trail crossing. The easement has been attached. Staff received approval to construct the pond while formalizing the easement.

Staff recommends approving the easement.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**Board of Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Resolution #23-124 Approving Revision #2 to the State/Municipal Financial Agreement for a State - LET Highway Project (STH 32 - Main Avenue & Reid Street).**

The Board of Public Works, at the November 13, 2023 meeting, approved the DOT – Revised Municipal Agreement for STH 32. The motion was approved unanimously with 5-0 vote.

ATTACHMENTS:

- Reso23-124 (PDF)
- State - Municipal Agreement STH 32 Main Ave - Revision #2 11-13-2023 (PDF)
- SMA STH 32 Agreement Revision #2 11-13-2023 (PDF)

RESOLUTION #23-124

APPROVING REVISION #2 TO THE STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE – LET HIGHWAY PROJECT
(STH 32 – Main Avenue & Reid Street)

WHEREAS, pursuant to Wis. Stats. § 86.25, the City and the Wisconsin Department of Transportation (WisDOT) are parties to a State/Municipal Financial Agreement for a State – Let Highway Project authorized initially by Resolution #21-117, and Revision #1 by Resolution #22-74, for cost distribution for pavement replacement and pavement preservation improvements to STH 32 (Main Avenue & Reid Street) from Third Street to Eighth Street; and

WHEREAS, WisDOT's completion of scoping for the project has determined the extent of necessary work and results in an increase in construction costs, requiring a revised Agreement reallocating the total cost distribution for this street improvement project; and

WHEREAS, the attached State/Municipal Financial Agreement Revision #2 incorporates the revised scope of work and supersedes the Agreement authorized by Resolution #21-117, and Revision #1 authorized by Resolution #22-74; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached Revision #2 to the State/Municipal Financial Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to enter into the attached Revision 2 State/Municipal - Financial Agreement for a State-Let Highway Project (Project ID 4190-17-00/71/72), 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 21st day of November, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 11/13/2023

	Revision 2 **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT** *This agreement supersedes the agreement signed by the Municipality on September 01, 2022 signed by WisDOT on September 13, 2022.*	Revision #2 Date: November xx, 2023 I.D.: 4190-17-00/71/72 Road Name: STH 32 Title: Main & Reid St, C De Pere Limits: 3rd Street – 8th Street County: Brown Roadway Length: 1.1 miles

The signatory **city of De Pere**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

The existing facility is a connecting highway.

Main Street, between Third Street and Sixth Street is an urban, 2-lane (one-way) non-divided section with parking on both sides, a bike lane, curb and gutter and sidewalk on both sides. This concrete section was constructed in 1953 and has not been overlaid. Main Street, between Sixth Street and Seventh Street is an urban, 3-lane (two-way) non-divided section with no parking, no bike lanes, curb and gutter and sidewalk along one side. This section has been overlaid. Main Street, between Seventh Street and Eighth Street is an urban, 4-lane (two-way) non-divided concrete section with no parking, no bike lanes, curb and gutter and sidewalk on both sides. This section has not been overlaid.

Reid Street's section varies, the majority is an urban 2-lane (one-way) non-divided section with parking on both sides, no bike lane, curb and gutter and sidewalk on both sides. The section west of Fourth Street is asphalt and the section east of Fourth Street is concrete.

Third Street is an urban, 3-lane (one-way) non-divided section with parking on one side, a bike lane, curb and gutter and sidewalk on both sides. This section is concrete (constructed in 2007).

Improvements were identified on the 2020 Pavement Management Decision Support System (PMDSS).

Proposed Improvement - Nature of work: The proposed improvements will consist of a pavement replacement improvement (4190-17-71) and a pavement preservation project (4190-17-72).

Project 4190-17-71 will begin on Main Street between Third Street and Fourth Street and will extend to the Eighth Street intersection; it will also include Reid Street beginning at Sixth Street and ending just west of the Fourth Street intersection. The proposed improvements will consist of common excavation, concrete pavement, base aggregate, select crushed, storm sewer, curb ramps, curb and gutter, concrete sidewalk, street lighting, and incidentals.

Project 4190-17-72 will include Reid Street, beginning just west of the Fourth Street intersection and will extend to the intersection of Third Street; it will also include Third Street from Reid Street to the Claude Allouez Bridge. The proposed improvement will consist of concrete pavement repair and curb ramp replacements.

Project details will be further defined as this project continues through the design process.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: It is anticipated that water and sanitary sewer will be replaced prior to or in conjunction with these projects. The Municipality will also be responsible for any sanitary manhole or water valve adjustments. It is anticipated the city will include non-participating items in the

projects such as parking lanes, sidewalk, community sensitive solutions (CSS) items, slope improvement, storm sewer laterals, hazmat cleanup necessitated by the project, and the Municipality's portion of street lighting.

		TABLE 1:	**SUMMARY OF COSTS**				
			Total	**Federal/State**		**Municipal**	
		Phase	**Est. Cost**	**Funds**	**%**	**Funds**	**%**
[1]Preliminary Engineering:							
	4190-17-00	Plan Development Phase 1	$ 697,079.84	$ 522,809.88	75%	$ 174,269.96	25%
		Plan Development Phase 2	$ 700,000	$ 525,000	75%	$ 175,000	25%
		Department Design Oversight	$ 111,000	$ 83,250	75%	$ 27,750	25%
Real Estate Acquisition:							
		Acquisition TBD	$ -	$ -		$ -	
[1]Construction:							
	Participating:	4190-17-71					
	Category 0010 - Roadway		$ 9,903,800	$ 8,340,950	%		
	Non-Participating					$ 1,562,850	%
	Participating:	4190-17-72					
	Category 0010 - Roadway		$ 207,000	$ 207,000	%		
	Non-Participating (TBD)					$ -	%
Total Cost Distribution			**$ 11,618,880**	**$ 9,679,010**		**$ 1,939,870**	
1. Costs shown are estimates only and may be updated throughout design.							

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3– 5); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **city of De Pere** (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the **State** (please sign in blue ink)	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

(a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

(b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

(c) Roadway and bridge width in excess of standards.

(d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

(e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

(f) Parking lane costs.

(g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(i) Conditioning, if required, and maintenance of detour routes.

(j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

(a) Project ID 4190-17-00: The Municipality will be responsible for 25% of the design for the anticipated pavement replacement and pavement preservation projects. Any additional work per the request of the Municipality will be funded by the Municipality.

(b) Project ID 4190-17-71: Non-participating construction costs and cost share will be further defined as this project continues through the design process. Construction estimates include 15% construction engineering. Below is a list of known items.

a. Roadway Items (*Sidewalks, Terraces, Parking Lanes including roadway base courses etc*) - $667,000

b. Street Lighting (*Following policy on cost participation*) – $230,000

c. Community Sensitive Solutions (CSS) (*IE: Stamped concrete, plantings, benches, etc*) – $132,250

d. Slope Improvement on Main Avenue in area of CN Railroad bridge (*slope improvement type and design to be determined, estimate of an assumed improvement cost of concrete slope paving*

included) – $460,000

e. Storm Laterals – $46,000

f. Utility Adjustments – $27,600

g. Main Ave. & 8th St. Intersection Improvements – TBD (*Needed improvements at this intersection including the traffic signal are being evaluated to determine the cost sharing between the Municipality and the State*)

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: November 7, 2023
RE: Consideration and possible action on DOT – Revised Municipal Agreement for STH 32*

Attached is revision #2 for the State / Municipal agreement (SMA) for the improvements for STH 32 (Main & Reid) from 3rd Street to 8th Street. The anticipated proposed improvements will consist of a pavement replacement and resurfacing. The estimated cost for the project at this time has increased from $3,809,000 to $11,618,880. The City's estimated cost share (design & construction) at this time is $1,939,870. The reason for the increase is the DOT has now completed their scoping of the project which means they now know the extent of the work that needs to be done. In addition, the DOT has identified the actual items the City will be responsible for which are as follows:

- Roadway items (sidewalks, terraces, parking lanes) = $667,000
- Street lighting = $230,000
- Community Sensitive Solutions (These are streetscape items such as stamped concrete, tree plantings, landscaping, benches, etc.) = $132,250
- Slope improvements on Main Avenue at railroad bridge (Estimate is based on slope paving existing slopes) = $460,000
- Storm Laterals = $46,000
- Utility Adjustments (Items such as sanitary manholes) = $27,600
- Main Avenue & Eighth Street Improvements = TBD

Estimated Total Construction Costs = $1,562,850

Staff recommends the BOPW approve this agreement and forward to Council for approval.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #23-125 Approving Grant Agreement between the State of Wisconsin Department of Health Services for Local Public Health Department Division of Public Health Contract #61880.**

At its meeting on November 14, 2023, the Finance/Personnel Committee voted unanimously to approve this item and forward it to the Common Council for final approval.

ATTACHMENTS:

- Reso23-125 (PDF)
- DHS Grant 61880 (PDF)
- LPHD Public Health Infrastructure grant (2) (PDF)
- HD Memo for Finance 11-2023 (PDF)

RESOLUTION #23-125

APPROVING GRANT AGREEMENT BETWEEN THE STATE OF WISCONSIN
DEPARTMENT OF HEALTH SERVICES FOR LOCAL PUBLIC HEALTH DEPARTMENT
DIVISION OF PUBLIC HEALTH CONTRACT #61880

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services desire to enter into the attached Division of Public Health (DPH) Contract #61880 to support foundational capabilities and core infrastructure improvements in the local public health workforce with sufficient human and financial resources to ensure robust public health systems throughout Wisconsin; and

WHEREAS, acceptance of DPH grant funding in the amount of $105,800 requires the approval and execution of DPH Contract #61880, effective through November 30, 2027; and

WHEREAS, the Finance/Personnel Committee has reviewed such Agreement and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to execute the Grant Agreement between the State of Wisconsin Department of Health Services and City of De Pere Health Department for DPH Contract #61880 as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 11/14/2023

GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Depere Department Public Health
for
LPHD Public Health Infrastructure Grant

DPH Contract No.: 61880
Agreement Amount: $105,800
Agreement Term Period: 12/01/2022 to 11/30/2027
GEARS Pre-Packet No: 24665

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Debbie Armbruster
Grantee Email: darmbruster@deperewi.gov
Grantee Unique Entity Identifier (UEI) Name: De Pere Health Department
Grantee Unique Entity Identifier (UEI) Number: NETWXQK1LN95

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: Anna Benton

Title: Assistant Administrator, Division of Public Health

Signature: DocuSigned by: Anna Benton AF2CECDAF36A431...

Date: 10/6/2023

Grantee
Entity Name: De Pere Health Department

Authorized Representative

Name: James Boyd

Title: Mayor

Signature: DocuSigned by: James Boyd 50C8D1E932AB49A...

Date: 10/6/2023

DocuSign Envelope ID: 4BD48385-3FA2-49A8-9BD9-70059B68F01D

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Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **61880**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:
NA

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:
Cody Wagner
31F480248CEE464...

Name: Cody Wagner
Title: Office of Legal Counsel

10/5/2023
Date Signed

Revision: 8/2/2022 (previous versions obsolete)

1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Assistance Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

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provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.

B. The Grantee is: Depere Dph
The Grantee's principal business address is: 335 S BROADWAY, DE PERE, WI, 541153000

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement. Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1.

4.1 **List of Exhibits**
Exhibit 1: Scope of Work

5. CONTACT INFORMATION

DHS Grant Administrator
DHS Grant Administrator: **Anna Benton**
DHS Email: **DHSGACMail@dhs.wisconsin.gov**

Grantee Grant Administrator
Grant Administrator Name: **Ms Debbie Armbruster**
Email: **darmbruster@deperewi.gov**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

A. All payments to non-municipalities, non-profits, and UW departments will be made as electronic funds transfers (EFT), by the 1st of the month or the 1st banking day following the scheduled payment date, whichever is later. All payments to municipalities will be made as electronic fund transfers (EFT) by the 5th of the month or the 1st banking day following the scheduled payment date, whichever is later. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries: https://health.wisconsin.gov/cars/GetIndexServlet.
B. DHS will assign a GEARS agency number to the Grantee.
C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm.
D. The Grantee shall submit expenditures on the form required by DHS to the following email: DHS600RCARS@dhs.wi.gov.
E. Payments to the Grantee will be made on a monthly basis per the GEARS Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by DHS.
F. Expense reports received timely in accordance with the GEARS Processing Dates schedule will be reviewed and processed per the GEARS Processing Dates schedule.
G. Payments to the Grantee shall not exceed the total Agreement award.
H. If DHS determines, after notice to the Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Grantee shall refund the amount determined to be in excess within thirty (30) days of notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: https://www.govregs.com/regulations/2/200.322

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9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: https://doa.wi.gov/Pages/SBOPForms.aspx.

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §

701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least $50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at https://www.dhs.wisconsin.gov/civil-rights/requirements.htm or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether

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physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

A. *Reporting to DHS*: Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.
C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
   1. $1,000 for each individual whose Confidential Information was used or disclosed;
   2. $2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
E. *HIPAA:* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

   If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually

Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) F-00759. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

13. SUBGRANT or SUBCONTRACT

A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.
B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

14. GENERAL PROVISIONS

A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than $3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319

D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.

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E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm).

16. CHANGES IN ACCOUNTING PERIOD

A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

18. AUDITS

A. *Requirement to Have an Audit*: Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is $100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
B. *Audit Requirements*: The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided

and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
- DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than $100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.

C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.

D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:

1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
4. Report on compliance for each major program and a report on internal control over compliance.
5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling $100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.
For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or

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review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
   1. The auditee did not have an audit.
   2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
   3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
   4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
   5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

J. *Sanctions:* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
   1. Requiring modified monitoring and/or reporting provisions;
   2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
   3. Disallowing the cost of audits that do not meet these standards;
   4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
   5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
   6. Assessing financial sanctions or penalties;
   7. Discontinuing contracting with the auditee; and/or
   8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.

K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

   The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

   DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.

B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of $500 or when total past due liabilities to any one or more vendors exceed $1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to $500,000.

20. RECORDS

A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.
C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

21. CONTRACT REVISIONS AND/OR TERMINATION

A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
   1. Increased or decreased volume of services.
   2. Changes required by state and federal law or regulations or court action.
   3. Increase or reduction in the monies available affecting the substance of this Agreement.
B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
   The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
   Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
   Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.

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In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
   1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
   2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
   3. Makes an assignment for the benefit of creditors;
   4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
   5. Incurs a delinquent Wisconsin tax liability;
   6. Fails to submit a non-discrimination or affirmative action plan as required herein;
   7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
   8. Becomes a federally debarred Grantee;
   9. Is excluded from federal procurement and non-procurement Agreements;
   10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
   11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
   12. Grantee performance threatens the health or safety of a state employee or state customer.

22. NONCOMPLIANCE AND REMEDIAL MEASURES

A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.

B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.

C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.

D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:

1. A brief statement of the issue.
2. The steps that have been taken to resolve the dispute.
3. Any suggested resolution by either party.

B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.

C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

A. Expenses incurred during the Agreement period but reported later than **45 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.

B. Expenses incurred outside of the Agreement period would be considered not allowable.

25. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

26. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.

B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.

C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

28. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

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29. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

30. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: https://www.gsa.gov/portal/forms/download/116430. A completed disclosure must be provided upon Department request.

31. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

32. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

33. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

34. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

Match requirements: None

36. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

37. FUNDING CONTROLS

Funding Control	Explanation
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
4-month	Payments through Jun 30 of the contract year are limited to 4/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
5-month	Payments through Jun 30 of the contract year are limited to 5/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
6-month	Payments through Jun 30 of the contract year are limited to 6/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
9-month	Payments through Jun 30 of the contract year are limited to 9/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
N/A	Profile does not require funding control.

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38. FEDERAL AWARD INFORMATION

DHS Profile Number	155820
FAIN	NE11OE000050
Federal Award Date	8/22/2023
Subaward period of Performance Start Date	12/1/2022
Subaward period of Performance End Date	11/30/2027
Amount of Federal Funds obligated (committed) by this action	$105,800
Total Amount of Federal Funds obligated (committed)	$105,800
Federal Award Project Description	Strengthening Wisconsin's Governmental Publi Health Infrastructure, Workforce, and Data Systems
Federal Awarding Agency Name (Department)	Department of Health and Human Services - Centers for Disease Control and Prevention
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	**608-266-9622**
Assistance Listing Number	93.967
Assistance Listing Name	CDC's Collaboration with Academia to Strengthen Public Health
Total made available under each Federal award at the time of disbursement	$53,506,756
R&D?	No
Indirect Cost Rate	7.9%

39. GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

The information below is used by DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date:	GEARS Contract End Date:	Program Total Contract:
472779	**Depere Dph**	**60**	**12/1/2022**	**11/30/2025**	**$105,800**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls[1]
155820	PH Infrastructure - LHD		-	$105,800	$105,800	N/A
					$105,800	

[1] See "Funding Controls."

Strengthening Wisconsin's Governmental Public Health Infrastructure, Workforce, and Data Systems Funding: *Local Health Department Scope of Work*

Funding Summary

The COVID-19 pandemic emphasized the critical importance of a robust public health system. The pandemic also accentuated long-standing weaknesses and created new challenges to the U.S. public health infrastructure. Moreover, COVID-19 affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in some conditions and worsening others. Public health partners need the capacity to regain their footing in these areas and then accelerate their efforts.

CDC's *Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (PHI) funding* is meant to help address these needs by providing support for core infrastructure improvements in the public health workforce (A1), capacity to implement the Foundational Capabilities (A2), and data infrastructure (A3). Investments in these three strategy areas will have sustained effects that position recipient agencies to better meet ongoing and future public health needs of the communities they serve. The Wisconsin Division of Public Health (DPH) has received PHI Grant funding from the CDC and is passing through 40% of A1 Workforce funding to local and Tribal health department (LTHD) partners.

Wisconsin DPH Vision for PHI Grant

DPH's long-term goal is for our statewide governmental public health system to be equipped with the financial and human resources needed to provide all Foundational Capabilities[1] to every community in Wisconsin. Realizing this vision will be dependent on articulating both the anticipated positive human and economic impacts to investing in public health, and the exact type of investments required to realize those impacts across the State.

The Foundational Capabilities are the basic set of core functions that underlie the successful execution of governmental public health programs. They align with the Ten Essential Services and with accreditation; and they include the administrative, organizational, and operational skills and resources required to identify public health needs, design and evaluate programs to meet them, and manage the resources and diverse community partnerships required to implement those programs. Health departments that are equipped to provide the Foundational Capabilities will be more capable of meeting the unique population health needs of all people in Wisconsin.

DPH plans to achieve this goal include: (1) refining our definition of core public health services more concretely in FPHS terms; (2) quantifying the resources and staff

[1] "Foundational Capabilities" is a term developed by the Foundational Public Health Services model to describe the cross-cutting skills and functions required for successful operation of governmental public health agencies and the programs they implement. Please see this overview of the FPHS model for more information.

required to implement them through a robust assessment of the governmental public health system; and (3) addressing identified gaps through strategic positions and actions that provide needed training, skills development, and application opportunities at both the State and local levels.

Available Funding

From Wisconsin's PHI award, the Department of Health Services (DHS) is allocating 40% of A1 (Workforce) funding to Wisconsin local and Tribal health departments, including $16.8 million to local health departments (LHDs) and $344,152 to Tribal health departments.

> Local Health Departments: The State used a distribution formula for local health departments that includes 25% of the allocation as a base of $50,189 per jurisdiction, 25% based on jurisdiction population, and 50% based on the Census Bureau's Community Resilience Estimate (CRE) score of individuals with three or more risk factors within the population. This adjustment serves to help direct additional resources towards areas with greater need. A spreadsheet of allocations by jurisdiction has been distributed via email and is available on the COVID-19 Resources PHHS SharePoint site.
>
> Tribal Health Departments: Since there is no CRE data available for Tribes, developing plans for allocating the designated funds will be a collaborative process with Tribal partners. A separate Scope of Work will be made for Tribes, following that collaborative process. The remainder of this Scope of Work will therefore focus on LHDs.

Each jurisdiction is allowed to partner with other jurisdictions and redirect any portion of their funding to a different LHD if both/all parties desire to do so. In such circumstances, all involved jurisdictions should connect with the PHI Grant Manager prior to submitting their work plan or signing their contract and should ensure that the arrangement was approved by the PHI Grant Manager or designated contact and is reflected in all pertinent workplans. Should a jurisdiction wish to redirect any portion of their funding to a different entity after signing their contract, they will be able to do so but will be responsible executing and reporting to DPH on that subcontracting.

Over and above the A1 funding detailed above, all LTHDs that submitted a costing and capacity assessment by the September 8, 2023 deadline as set by WALHDAB and Rede Group will see an additional $2,400 allocation to help offset that effort.

Funding Periods

Allocated funding is available for expenses incurred from December 1, 2022 through November 30, 2027. The funding will be made available through a single five-year agreement but split across two funding periods. The first funding period will be for December 1, 2022 through November 30, 2025. After this first funding period,

remaining funds will be de-obligated from the first funding profile in the Grant Enrollment, Application, and Reporting System (GEARS) and re-obligated to a second funding profile; this second funding period will run through November 30, 2027. The PHI Grant Manager and Specialists will be in touch during year three as we navigate the transition and confirm details for the final funding period.

Funding Purpose

The key expected outcomes of this funding include: (1) the hiring, retention, and training of diverse staff with improved wages and protections, ideally in positions that directly support the Foundational Capabilities; and (2) the increased capacity of public health agencies to implement the Foundational Capabilities.

Optional Redirecting of Funds

In May 2023, LHDs were provided the opportunity to submit memoranda of understanding (MOUs) to the PHI Grant Manager indicating the intention to have DPH redirect PHI Grant funds to another LHD for the first funding period (12/1/2022 - 11/30/2025). LHDs will still have the opportunity to contract out with PHI Grant funds if they did not submit MOUs, but will need to direct those funds themselves rather than having DPH do so. As the transition to the second funding period approaches (Fall 2025), LHDs will have the opportunity to redirect all or a portion of their remaining PHI Grant funds; they will not, however, be able to decrease any previously redirected amounts (i.e., taking back a portion DPH had already redirected to another agency).

Allowable Expenses

In preparation for this grant opportunity, DPH received significant input from health officers and other public health partners across Wisconsin that informed the development of DPH's proposal. Options provided below for LHD consideration are aligned with the DPH's PHI A1. Workforce and A2. Foundational Capability strategies and are designed to be mutually reinforcing.

Although LHDs are encouraged to pick from these options where feasible, DPH intends to be as flexible as possible with the allocated funds to ensure maximum utility and impact. As such, LHDs that feel a desired activity cannot fit within the options outlined below may either: (1) visit the full spectrum of activity options provided by the CDC in the Notice of Funding Opportunity (NOFO) Appendix 1: Sample Activities, or (2) create their own activity, so long as it clearly aligns with the stated Funding Purpose. In these cases, when providing the requested workplan, the LHD should choose "other CDC-provided activity" or "other LHD created activity" and then follow the prompts to provide an overview of the activity and, where applicable, how it aligns with the Funding Purpose.

NOTE: "Public health staff" as referenced throughout this document refers to any staff employed by or contracted with a local health department. Furthermore, activities included in eventual work plans could be delegated to or carried out by any type of public health staff, be they existing staff or new/contracted staff funded by PHI Grant

dollars. Please note, however, that all recipients will be asked to report on the number and type of positions supported by PHI Grant dollars in any way (including sub-contracts); please incorporate this reporting need into the development of staff-planning.

Recruit and hire new public health staff

- ☐ Expand and improve recruitment efforts
- ☐ Improve hiring systems, practices, and support structures (e.g., create new or revise existing job descriptions, revise job pay scales, offer hiring incentives, establish or expand internships, fellowships, and related programs, including but not limited to the Area Health Education Centers (AHEC) Community Health Internship Program)
- ☐ Implement policies and practices that increase the diversity of applicant pools and the hiring, training, and retention of a diverse workforce

Retain public health staff

- ☐ Implement practices and policies that improve workplace culture and work-life balance for staff (e.g., hybrid work opportunities, retention incentives, sabbatical programs, promotional opportunities, leadership tracks, changing job classifications, etc.)
- ☐ Support existing staff time spent on Foundational Capabilities work (see objective, "Support the implementation of Foundational Capability work")
- ☐ Create/expand availability of leadership development opportunities
- ☐ Provide supplemental support to temporary staff (e.g., AmeriCorps members, etc.)
- ☐ Improve or establish retention practices

Support and sustain the public health workforce

- ☐ Expand employee well-being programs
- ☐ Strengthen employee engagement programs and methods
- ☐ Support staff participation in activities like strategic planning
- ☐ Expand staff involvement in professional networks

Train new and existing public health staff

- ☐ Support staff time to participate in DPH PHI Workforce Assessment; note that this is an individual-level staff assessment that will be implemented in mid- to late summer of 2023, and is separate from the agency-level costing and capacity assessment
- ☐ Cover staff time to participate in training related to Foundational Capabilities, including the development of leadership skills (e.g., covering the cost of a training course or offering tuition reimbursement, etc.)
- ☐ Support time and training costs for staff seeking to build deeper skill sets in strategic areas connected to the Foundational Capabilities, (e.g., data visualization, performance management/quality improvement, communications, partnership development, health equity/social determinants of health, etc.)

Strengthen workforce planning, systems, processes, and policies

- ☐ Create or revise workforce development plan/strategies
- ☐ Create or modify staff positions or position descriptions to focus on key crosscutting workforce issues and/or Foundational Capabilities
- ☐ Support infrastructure needed to facilitate policy, systems, and environmental change work (e.g., human resource and other information systems, online recruitment and hiring portal, workforce training system, etc.)
- ☐ Support staff time to participate in the agency-level Costing and Capacity Assessment (above and beyond the amount afforded through the $2,400 as described above), as well as other state and national assessments

Support the implementation of Foundational Capability work, focusing on areas of need or current gaps:

- ☐ Support time for staff to participate in accreditation or reaccreditation activities
- ☐ Support time for staff to strengthen or develop community partnerships
- ☐ Use evidence-based methods of garnering and integrating community voice, particularly in community health assessment and improvement plan processes
- ☐ Support efforts to align and/or integrate State Health Assessment and Improvement Plan priorities with local efforts, including the Community Health Assessment and Improvement Plan where relevant
- ☐ Support time for staff to implement community health improvement plan priorities
- ☐ Support time for staff to implement other work that is directly connected to implementing the Foundational Capabilities, and/or the capacity of the agency to implement the Foundational Capabilities in the long-term; grantees are encouraged to be innovative in identifying mechanisms to promote the development of these foundational skills within their workforce and agency as a whole
- ☐ Support the infusion of diversity, equity, and inclusion in programs, policies, or approaches; may include staff time required to review and revise these efforts, staff time required to implement these approaches, the implementation of a training program or paying for a consultant to provide related training, or other innovative approaches designed to infuse DEI within public health practice, as suggested by the FPHS model

Other objectives:

- ☐ Objective set by LHD that supports grant implementation
- ☐ Other LHD created activity that supports Funding Purpose
- ☐ Other CDC-provided activity (please specify from NOFO)

NOTE: In recognition of equity as a central component of the FPHS model and the State Health Assessment and Improvement Plan (SHA/SHIP), DPH also encourages jurisdictions to identify mechanisms to incorporate equity, the social determinants of health, and alignment with the SHA/SHIP within their PHI Grant activities where

possible. DPH is available upon request to support jurisdictions in intentionally considering how to incorporate such an approach.

Important Notes Regarding Allowable Expenses

Per the NOFO, "recipients may use funds only for reasonable program purposes, including personnel, travel, supplies and services." Some costs associated with recruitment and hiring are allowable, including supplies and equipment needed to perform their jobs, personal protective equipment, data management, and other necessary supplies. The parameters related to allowable costs that might be implicated in proposed activities are outlined in 45 CFR part 75.

Additionally, please note that payments under this award will be subject to the provisions of:

- the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200), including the cost principles and restrictions on general provisions for selected items of cost.
- CDC General Terms and Conditions for Non-research awards at https://www.cdc.gov/grants/federal-regulations-policies/index.html

Payments from the PHI Funds may be used only to cover costs incurred by the LHD between December 1, 2022 and November 30, 2025 for this first funding period, and through November 30, 2027 overall.

Unallowable Expenses

Per the NOFO, funds may not be used for any of the following:

- Funds may not be used for research (detailed definition here).
- Funds may not be used for clinical care except as allowed by law.
- Generally, funds may not be used to purchase furniture or equipment (detailed definition here). Any such proposed spending must be discussed with DPH for review by CDC.

Additionally, funds may not be duplicative and supplanting grantee funds by replacing or releasing available local grantee funds for alternative uses is not allowed.

Reporting Requirements

Recipient LHDs will be required to submit the following reports by the dates specified below.

- Just as is required in current version of the DPH Consolidated Contract, the PHI Grant program requires that LHDs complete a quarterly reconciliation process to ensure that they are tracking their remaining balances and previously submitted expenses. In lieu of a detailed financial report, the PHI Grant Management Team

will request a copy of the result of this reconciliation each quarter. This will allow us to ensure alignment and that LHDs are monitoring spenddown regularly.

- **Activity Selection and Project Workplan**
  Within 60 days of initial contract receipt, the grantee will submit a response to the LTHD Workplan Development Survey here. This response will constitute the workplan, which need not be lengthy but should provide a sufficient overview of intended plans and any anticipated needs for the 5-year duration of the contract. DPH will seek to use this information to ensure alignment with the NOFO and DPH workplans and to identify potential statewide needs for technical assistance (TA), consultation, or support. Please note that we are aware that plans are likely to change multiple times over the course of these two funding periods. Revisions to activities and workplans are acceptable and expected.

- **Progress Reports**
  Required project reporting will occur semiannually through completion of a form provided by DPH. The template will ask for the following information:
  - **Project Update:** This will be a short narrative description of progress made on workplan objectives/activities and staff (new or existing) supported by grant funds. This will include the requirement to attribute expenses submitted during the previous period to the objectives/activities in the workplan.
  - **Needed Technical Assistance (TA):** Any request for support, consultation, and/or technical assistance to mitigate challenges and/or develop activities and concepts in support of grant objectives.
  - **Annual Updates:** In every other semiannual report, jurisdictions will be asked to share examples of impacts, and will also be asked to identify any major changes in their intended use of funds for the upcoming year.

  Reporting deadlines through the full five-year agreement:
  - Year 1 Report A – *not required based on timing of release of funds*
  - Year 1 Report B – due on 12/29/2023
  - Year 2 Report A – due on 06/28/2024
  - Year 2 Report B – due on 12/30/2024
  - Year 3 Report A – due on 06/27/2025
  - Year 3 Report B – due on 12/30/2025
  - Year 4 Report A – due on 06/26/2026
  - Year 4 Report B – due on 12/30/2026
  - Year 5 Report A – due on 06/29/2027
  - Year 5 Report B – due on 12/30/2027

- **Monthly GEARS Expenditure Reporting**

- Just as is required in current version of the DPH Consolidated Contract, the PHI Grant program requires that LHDs submit monthly expenditure reports by the end of the month following the reporting period. See detailed instructions for submitting expenditure reports on this page. Please note that reports should be submitted via email to DHS600CARS@dhs.wisconsin.gov and we ask that you copy DHSDPHPHIGrant@wi.gov on each submission.

Contacts

If you have any questions regarding this funding including allowable uses of funding, requests for purchasing of equipment, GEARS reporting requirements, or other questions, please send them to the shared PHI Grant Management Team inbox, DHSDPHPHIGrant@wi.gov.

Resources

Quality Training Standards | Training Development | CDC – All trainings should strive to adhere to CDC's Quality Training Standards and, when appropriate, to be made available through CDC TRAIN.

Required Disclosures

Violations

Consistent with 45 CFR 75.113 LHDs must disclose, in a timely manner in writing to DHS and the US HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at addresses available from DHS.

Disclose, in a timely manner in writing to the prime recipient (pass through entity, WI DHS) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Judith Davis, Grants Management Specialist
Centers for Disease Control and Prevention
Office of Financial Services
2939 Flowers Rd
Atlanta, GA 30341
Email: xxg6@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

-- AND --

U.S. Department of Health and Human Services

Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
De Pere Finance Committee
From: Debbie Armbruster, Health Director/Health Officer
Date: 11/9/2023

RE: Grant Agreement between State DHS and LPHD De Pere Health Department for the Public Health Infrastructure Grant DPH Contract #61880

Please review and consider approval of this Public Health Infrastructure grant between the State of WI and De Pere Health dept. to support foundational capabilities and core infrastructure improvements in the public health workforce through 2027.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #23-126 Approving Brown County Community Area Network Fiber Agreement among the City of De Pere, Brown County, the University of Wisconsin-Green Bay and St. Norbert College.**

This item is before the Common Council for consideration following unanimous approval by the Finance/Personnel Committee at its meeting on November 14, 2023.

ATTACHMENTS:

- Reso23-126 (PDF)
- Master Fiber Trade Agreement v5-DP (PDF)
- Memo to Finance - Brown County Master Fiber Trade Agreement_SMv1 (PDF)

RESOLUTION #23-126

APPROVING BROWN COUNTY COMMUNITY AREA NETWORK FIBER AGREEMENT AMONG THE CITY OF DE PERE, BROWN COUNTY, UNIVERSITY OF WISCONSIN-GREEN BAY AND ST. NORBERT COLLEGE

WHEREAS, Brown County, the University of Wisconsin-Green Bay, St. Norbert College, Inc. and the City (collectively, the Parties) each own and operate fiber-optic infrastructure within Brown County's corporate boundaries; and

WHEREAS, pursuant to the authority for municipalities to enter into Intergovernmental Cooperation Agreements under Wis. Stats. §66.0301, as well as in the interest of efficiency and conserving limited public resources, the Parties have engaged in an in-kind trade arrangement to provide each entity an indefeasible right of use to access each other's respective facilities within the network to provide connectivity for their facilities, communities, and partners; and

WHEREAS, the Parties wish to continue cooperative efforts in sharing the access to fiber-optic infrastructure at no cost and to formalize the arrangement by entering into the attached Fiber Agreement pursuant to the terms and conditions contained therein; and

WHEREAS, continued participation in the Agreement would be beneficial to the parties and will promote the public interest in the cost-effective use of resources;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Information Technology Director is authorized and directed to execute the Brown County Community Area Network Fiber Agreement as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 11/14/2023

BCCAN Fiber Agreement

This Fiber Trade Agreement ("Agreement") is made and entered into as of 12/8/2023 by and among Brown County ("County"), University of Wisconsin-Green Bay ("UWGB"), St. Norbert College, Inc ("SNC"), and the City of De Pere ("De Pere").

This agreement immortalizes previous trades, agreements, resolutions, and other fiber infrastructure agreements between the parties as noted.

1. RECITALS

1.1. WHEREAS, each PARTY owns and operates a fiber-optic infrastructure within the County's boundaries;
1.2. WHEREAS, Brown County, UWGB, SNC, and De Pere share fiber to provide various forms of data connectivity for their respective facilities, communities and respective partners;
1.3. WHEREAS, the parties desire to engage in an in-kind trade arrangement to provide each other with access to their respective facilities;
1.4. NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

2. Definitions

2.1. "IRU" means an indefeasible right of use to the designated fiber-optic strands in the Network for a specified term.
2.2. "Term" means the length of time that the IRU is granted to UWGB, SNC, and De Pere, as set forth in Section 2 below. And “Life” means for the life of the fiber.
2.3. "Fiber-Optic Strands" means the individual strands of fiber-optic cable within the Network designated for use by UWGB, SNC, and De Pere.
2.4. “Parties” The parties are Brown County, UWGB, St. Norbert College, Inc and the City of De Pere and/or their agents.

3. Grant of IRU

3.1. Each party grants an IRU of the Fiber-Optic Strands designated by this agreement to provide access to other parties as noted, for the use of the Fiber-Optic Strands designated in attachments 1-5.
3.2. The PARTY shall have the right to use the shared “IRU Fiber-Optic Strands” for the purpose of transmitting and receiving data, voice, and video communications between their respective facilities, the Internet or any other lawful purpose.

4. Use and Maintenance of the Fiber-Optic Strands

4.1. Each party shall use the Fiber-Optic Strands solely for their own purposes.
4.2. Each Party shall be responsible for maintaining and repairing any equipment or devices necessary for the transmission and reception of data, voice, audio and video communications over the Fiber-Optic Strands of their respective infrastructure.
4.3. Each Party shall permit reasonable access to their handholes, colocation sites and premise as required to permit continued use of traded/shared fiber and/or conduit.
4.4. Each Party shall be responsible to maintain their managed fiber infrastructure including maintenance and locates for IRU fiber necessary to maintain connectivity over the Fiber-Optic Strands. Brown County shall be responsible for Brown County assets provided as trade, DFOG (De Pere Fiber Optic Group) shall be responsible for infrastructure that is provided as IRU in kind trade, as will De Pere and St. Norbert College in kind.

4.5. UWGB provides premise hosting and shared location only and otherwise has no responsibility for FIBER maintenance other than their own infrastructure and permission to traverse/use UWGB property.

5. Emergency Repairs

5.1. Each party shall be responsible for the cost of emergency repairs to the Fiber-Optic Strands and infrastructure the party manages, regardless of the cause of such repairs.

5.2. "Emergency repairs" means repairs necessary to restore the Fiber-Optic Strands or infrastructure to their normal operating condition after an unexpected outage or damage caused by an event outside the control of the party responsible for the Fiber-Optic Strands, including but not limited to natural disasters, fire, vandalism, and accidents.

5.3. The parties shall cooperate in good faith to promptly make emergency repairs to the Fiber-Optic Strands.

5.4. In the event of an emergency repair, the party responsible for the Fiber-Optic Strands or Infrastructure shall promptly notify the other parties of the repair and the estimated time to complete it.

5.5. The party responsible for repairs, shall use its best efforts to complete the emergency repair as soon as reasonably practicable.

5.6. Any shared expense must be agreed to by all parties in writing.

6. Compensation

6.1. The parties shall engage in an in-kind trade arrangement, with no funds transferred between the parties as detailed in attachments 1-5. And as summarized below:

6.1.1. Brown County shall receive IRU access to: Syble Hopp, UWGB, SNC, City of De Pere and Kress Library through its designated Fiber-Optic Strands. Further Brown County will have access to the STEM building and co-location at UWGB, and co-location at SNC. In exchange for the use of BCCAN infrastructure as noted. Further details of trades and specific services are in attachments.

6.1.2. UWGB shall provide premise access to SNC through its designated Fiber-Optic Strands, and SNC shall provide access to UWGB through its designated Fiber-Optic Strands, and shall provide COUNTY access to STEM via shared infrastructure. Further details in attachments.

6.1.3. City of De Pere shall receive access to UWGB and County through designated Fiber-Optic Strands as noted in attachments

6.1.4. St. Norbert College, Inc shall receive access to UWGB, Bird Hut using Brown County fiber. SNC shall provide co-location and splicing to for De Pere, UWGB and Brown County. Further details noted in attachments.

6.1.5. DFOG is the management entity between St. Norbert college and the City of De Pere for fiber infrastructure. The fiber shares are as noted above.

6.2. Challenges corrections or updates shall be treated as amendments to this agreement and require the affected parties updated signatures. Any party can initiate an update/correction which requires updated language, and a new signature page.

7. Term and Termination

7.1. The term of the IRU (fiber trades) granted by County to UWGB, SNC, DFOG and De Pere shall be for the LIFE OF THE FIBER from the date of this Agreement.

7.2. A party may terminate, for cause, the IRU upon 180 days notice, but in deference to the complexity of fiber and related infrastructure, funding and builds, more than 360 days written notice is preferred.

7.3. Affected parties will negotiate in good faith prior to termination of any shared services.

8. Representations and Warranties

8.1. Each party represents and warrants that it has the authority to enter into and perform its obligations under this Agreement.
8.2. Each party represents and warrants that it has obtained any necessary consents or approvals required for it to enter into and perform its obligations under this Agreement.
8.3. Each party represents and warrants that it shall comply with all applicable laws, regulations, and ordinances in connection with its performance under this Agreement.

9. Indemnification

9.1. Each party shall indemnify and hold harmless the other parties and their officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the indemnifying party's breach of this Agreement or its negligent or intentional acts or omissions.

10. Assignment

10.1. The parties may assign or transfer its rights or obligations under this Agreement.
10.2. Agents of, or wholly owned entities, or controlled entities by a Party to the agreement are considered party of the agreement and must abide.
10.3. Any assignment must honor all existing contractual requirements.

11. Governing Law and Venue

11.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision.
11.2. Any dispute arising out of or in connection with this Agreement shall be resolved in the courts of Brown County, Wisconsin.

12. Entire Agreement

12.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.
12.2. This Agreement may not be modified except in writing signed by all parties.

IN WITNESS WHEREOF, the parties have executed this BCCAN Fiber Agreement as of the date first above written.

Brown County Troy Streckenbach, County Executive	Date
University of Wisconsin Green Bay ?	Date
St Norbert College Monika Pynaker	Date
City of De Pere Steve Massey	Date

Attachment 1: Details of SNC/UWGB IRU Trade:

In Return for providing:

a) SNC/UWGB exclusive use rights to 3 pair of BCCAN-Owned and operated (to own and operate is defined as providing all facility locating, maintenance, and repairs) fiber optic cable strands extending from 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) to 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point).

Brown County will:

b) Brown County will own and operate a single 2" duct with 6 strand fiber optic cable from 755 Scheuring Rd, De Pere, WI 54115 (Sybil Hopp School) to 1615 Lost Dauphin Street, De Pere, WI 54115 (SNC Donald J Schneider Stadium handoff point)
c) Brown County will have exclusive use rights to 3 pair of SNC-Owned and operated fiber optic cable strands extending from 1615 Lost Dauphin Street, De Pere, WI 54115 (SNC Donald J Schneider Stadium handoff point) to DFOG handoff point on SNC Campus at Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115.
d) Brown County will have exclusive use rights to 3 pair of DFOG-Owned and operated fiber optic cable strands extending from Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115 to 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point).

Attachment 2: Details of DFOG IRU Trade

In Return for providing:

a) City of De Pere exclusive use rights to 3 pair of BCCAN-Owned and operated fiber optic cable strands from 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point) to 101 North Jefferson Street Green Bay, WI 54301 (Sophie Beaumont)

Brown County will:

b) Brown County will have exclusive use rights to 3 pair of DFOG-Owned and operated fiber optic cable strands extending from Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115 to 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point).

Attachment 3: Details of SNC-Only IRU Trade

In Return for providing:

a) St. Norbert College exclusive use rights to 2 pair of BCCAN-Owned and operated fiber optic cable strands from 1040 North Broadway Street, De Pere, WI 54115 (SNC Bird Hut Facility) to Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115.

Brown County Will:

b) Be granted access to SNC owned and operated duct network from the southwest corner of Reid Street and 4th Street Intersection to the SNC Campus at Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115 for placement of a Brown County Owned 288 strand fiber optic cable.

Attachment 4: Details of UWGB-Provided facilities.

UWGB provided Brown County with:

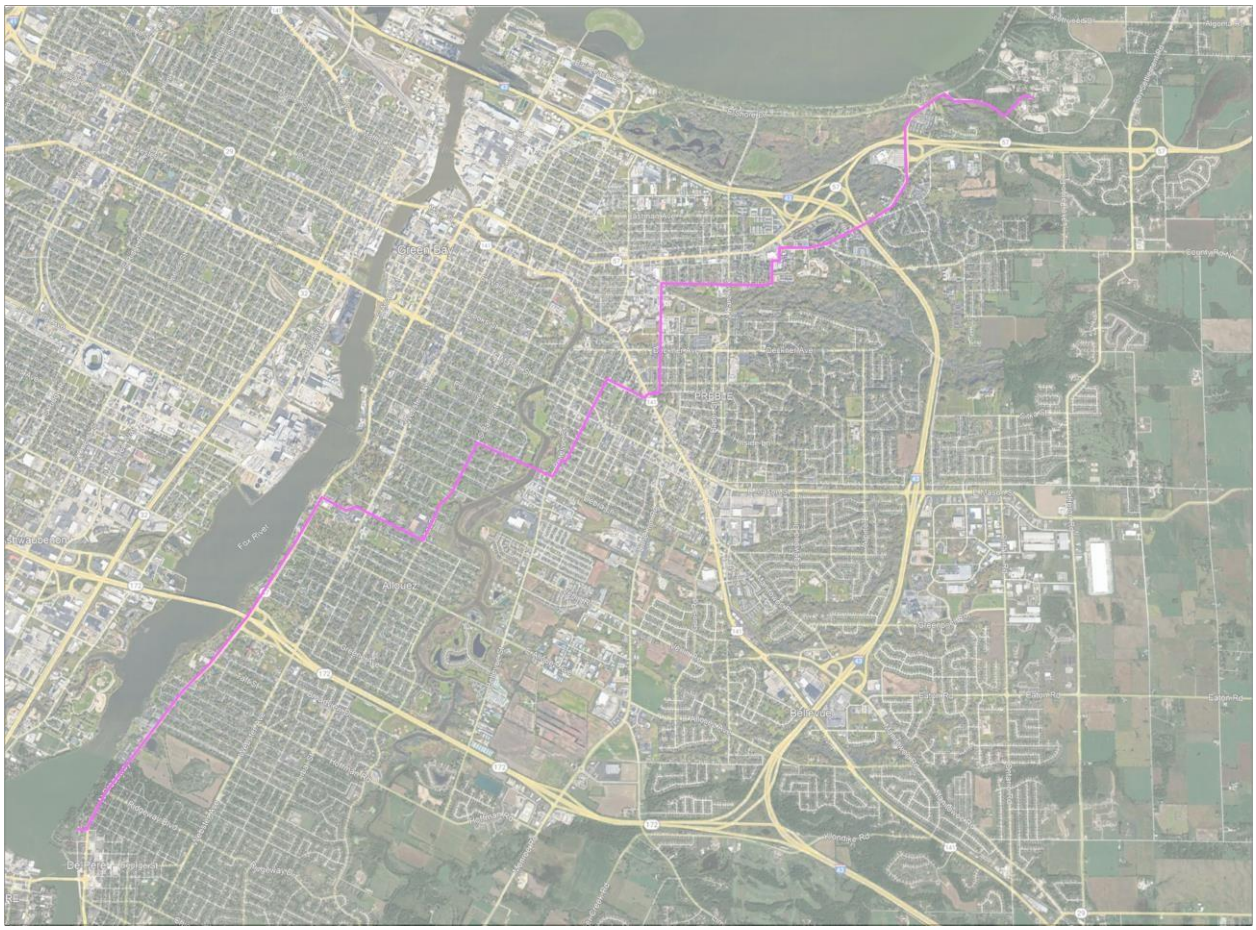
a) Access to UWGB Property on UWGB-Owned South Circle Drive extending from Nicolet Drive to the UWGB Duct System Manhole # S13 for placement of a dual – 2" duct pack and 2 – 96 strand fiber optic cables.
b) Access within UWGB Duct system from Manhole S13, to S14, to S15, to S16, to S17 to 2400 Main Entrance Drive, Green Bay WI 54311 (Cofrin Library) for placement of 2 – 96 strand fiber optic cables
c) Access within 2400 Main Entrance Drive, Green Bay WI 54311 (Cofrin Library) and 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) for placement of 2 – 96 strand fiber optic cables
d) Access within UWGB Duct system from Manhole S13 to S12, to S11, to S10, to S9 to 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) for placement of 2 – 96 strand fiber optic cable.

Attachment 5: Maps of Covered Fiber

Attachment 5A. UWGB & SNC Use of BCCAN

SNC & UWGB exclusive use rights to 3 pair of BCCAN-Owned and operated (to own and operate is defined as providing all facility locating, maintenance, and repairs) fiber optic cable strands extending from 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) to 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point).

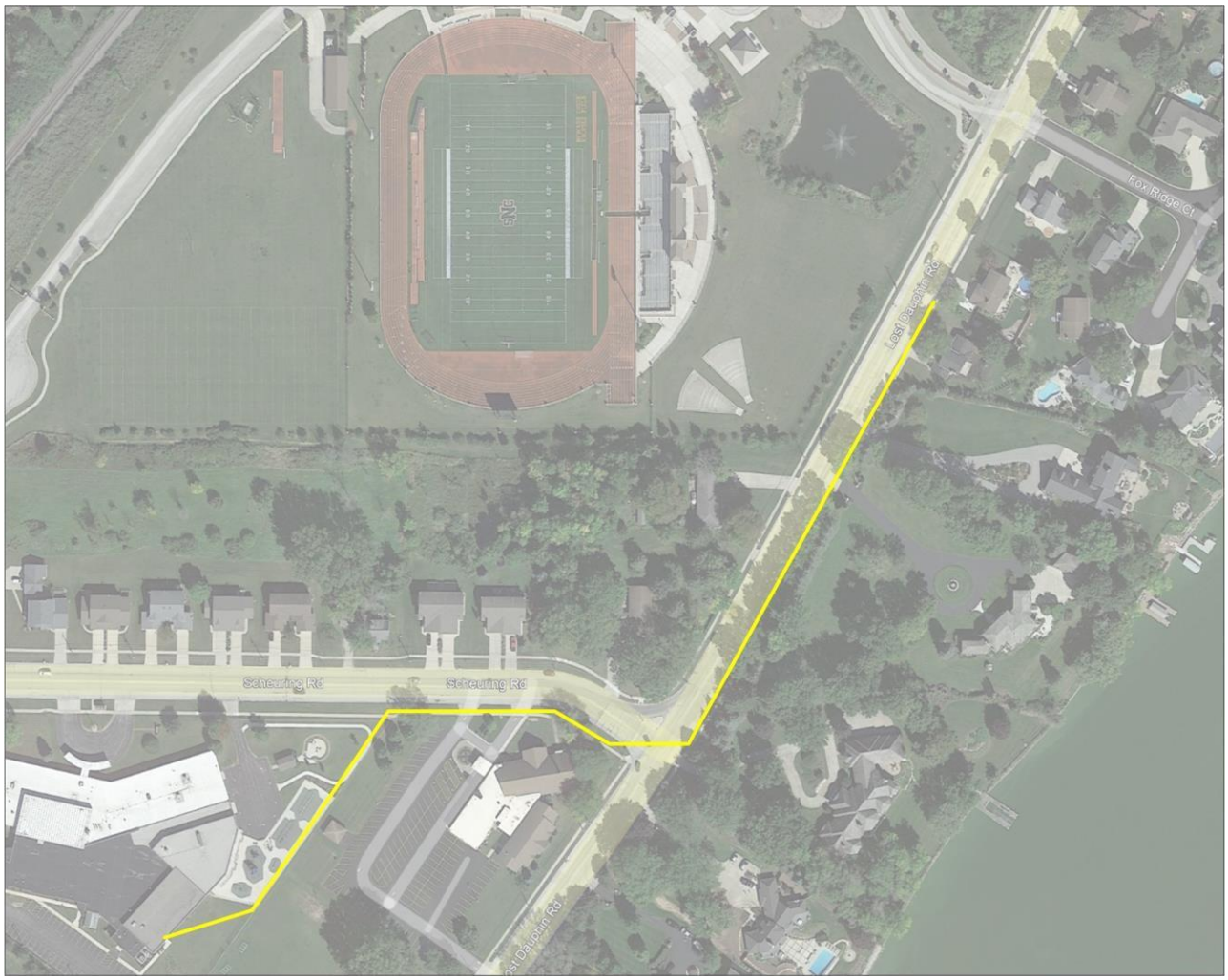
ABOVE ROUTE DEPICTED IN MAGENTA ON THE BELOW MAP



Attachment 5B. BC & SNC #1 SYBLE HOPP

Brown County will own and operate a single 2" duct with 6 strand fiber optic cable from 755 Scheuring Rd, De Pere, WI 54115 (Sybil Hopp School) to 1615 Lost Dauphin Street, De Pere, WI 54115 (SNC Donald J Schneider Stadium handoff point)

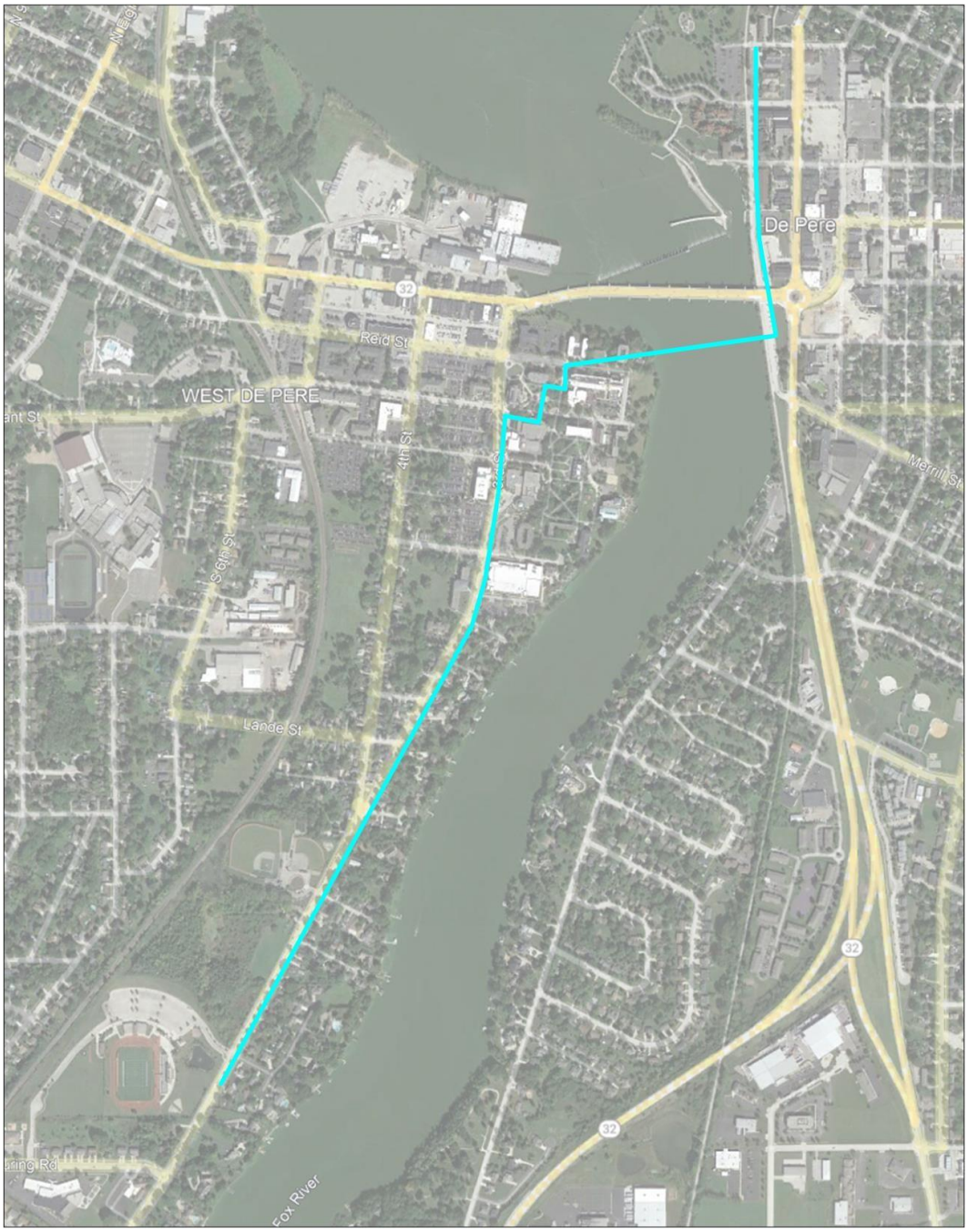
ABOVE ROUTE DEPICTED IN YELLOW ON THE BELOW MAP



Attachment 5C. BC & SNC #2 KRESS

Brown County will have exclusive use rights to 3 pair of SNC-Owned and operated fiber optic cable strands extending from 1615 Lost Dauphin Street, De Pere, WI 54115 (SNC Donald J Schneider Stadium handoff point) to 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point).

ABOVE ROUTE DEPICTED IN CYAN ON THE BELOW MAP



Attachment 5D. De Pere Fiber

City of De Pere exclusive use rights to 3 pair of BCCAN-Owned and operated fiber optic cable strands from 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point) to 101 North Jefferson Street Green Bay, WI 54301 (Sophie Beaumont)

ABOVE ROUTE DEPICTED IN RED ON THE BELOW MAP



Attachment 5E. St. Norbert College

St. Norbert College will have exclusive use rights to 2 pair of BCCAN-Owned and operated fiber optic cable strands from 1040 North Broadway Street, De Pere, WI 54115 (SNC Bird Hut Facility) to Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115.

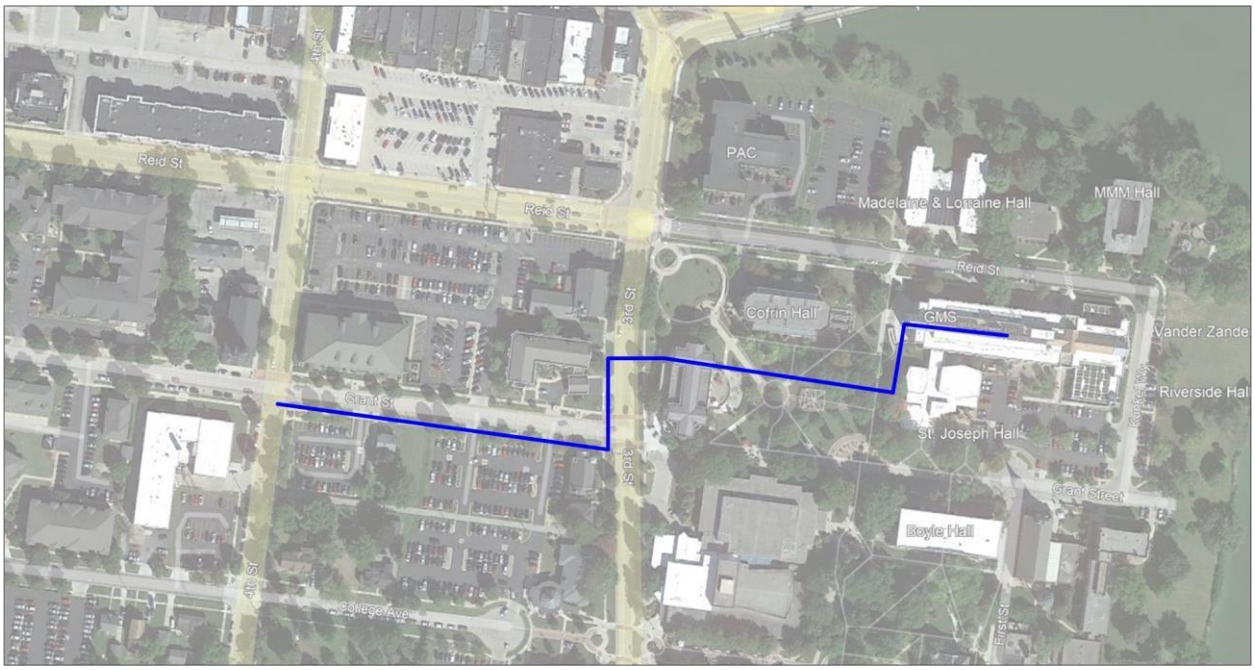
ABOVE ROUTE DEPICTED IN GREEN ON THE BELOW MAP



Attachment 5F. Brown County SNC Reid

Brown County will be granted access to SNC owned and operated duct network from the southwest corner of Reid Street and 4th Street Intersection to the SNC Campus at Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115 for placement of a Brown County Owned 288 strand fiber optic cable.

ABOVE ROUTE DEPICTED IN BLUE ON THE BELOW MAP



Attachment 5G. UWGB-Provided facilities #1

Access to UWGB Property on UWGB-Owned South Circle Drive extending from Nicolet Drive to the UWGB Duct System Manhole # S13 for placement of a dual – 2" duct pack and 2 – 96 strand fiber optic cables.

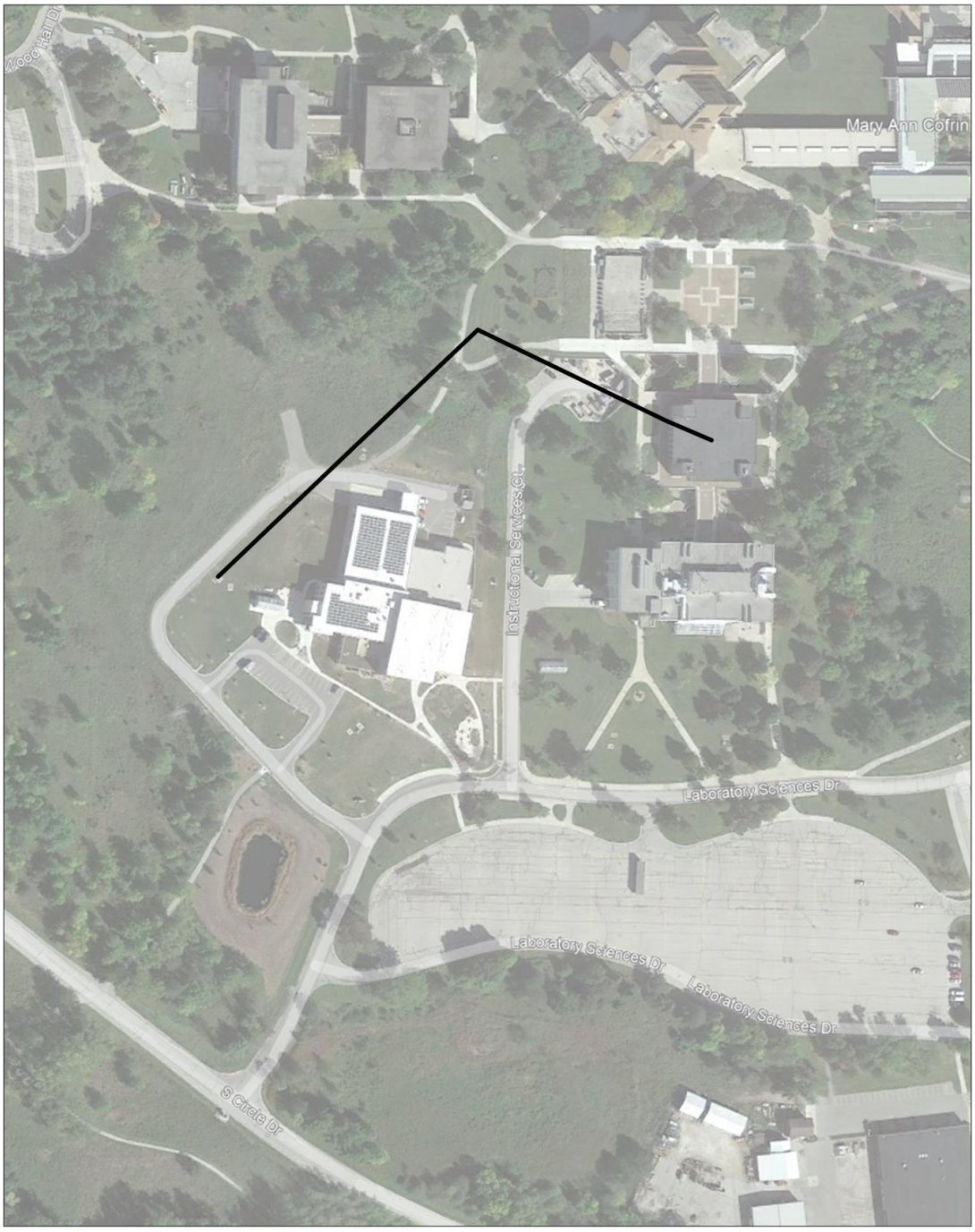
ABOVE ROUTE DEPICTED IN BLACK ON THE BELOW MAP



Attachment 5H. UWGB-Provided facilities #2

Access within UWGB Duct system from Manhole S13, to S14, to S15, to S16, to S17 to 2400 Main Entrance Drive, Green Bay WI 54311 (Cofrin Library) for placement of 2 – 96 strand fiber optic cables

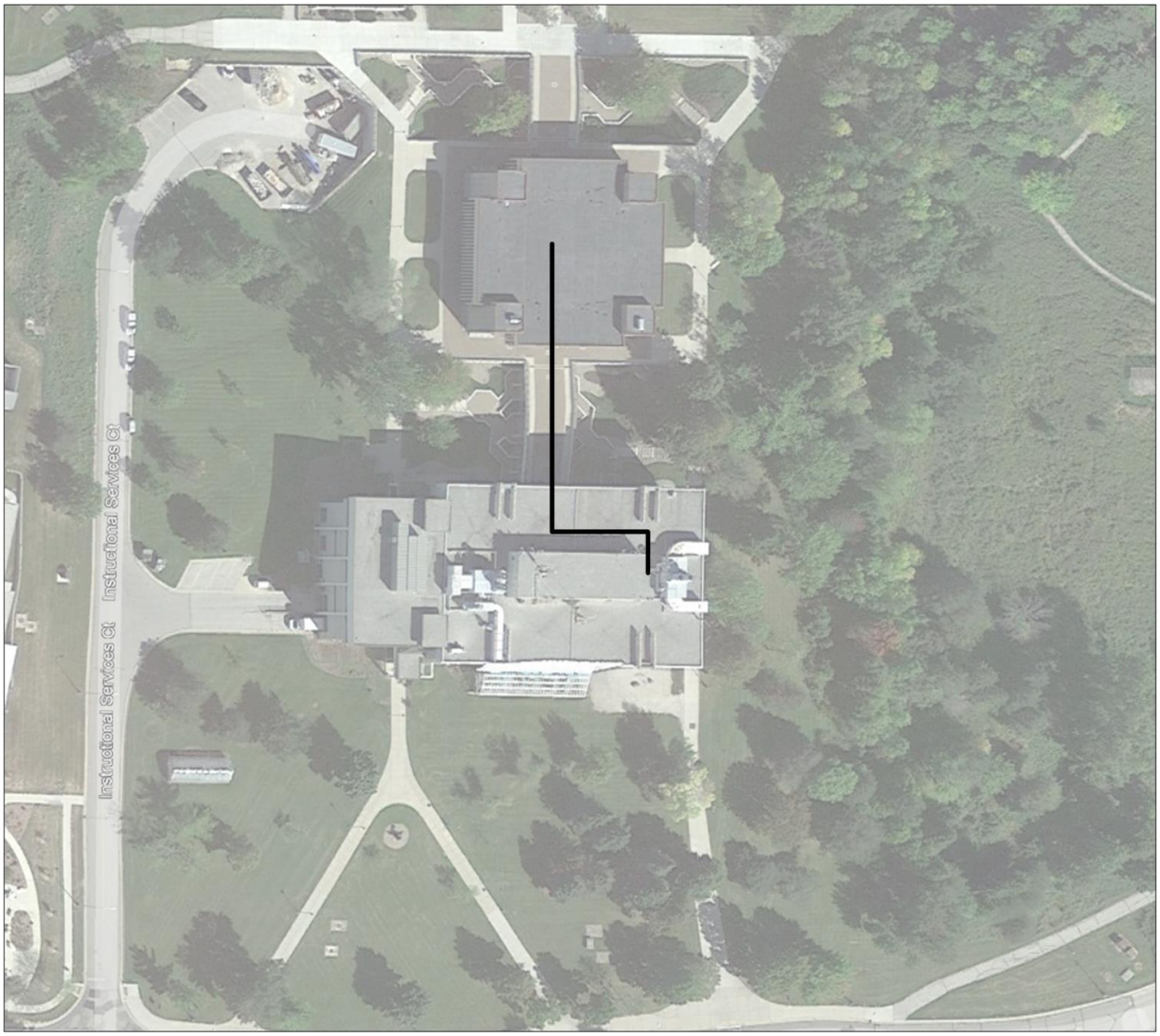
ABOVE ROUTE DEPICTED IN BLACK ON THE BELOW MAP



Attachment 5I. UWGB-Provided facilities #3

Access within 2400 Main Entrance Drive, Green Bay WI 54311 (Cofrin Library) and 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) for placement of 2 – 96 strand fiber optic cables

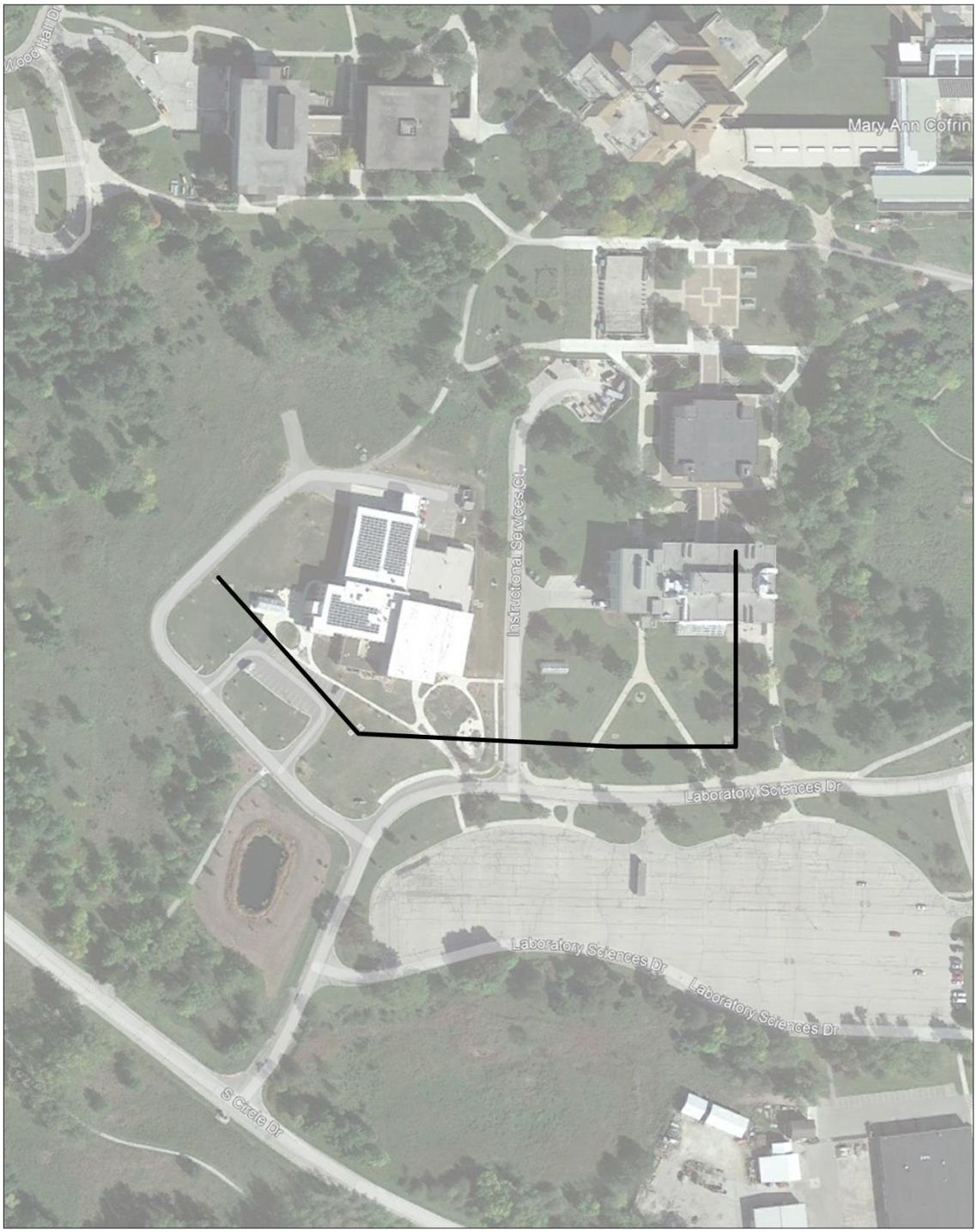
ABOVE ROUTE DEPICTED IN BLACK ON THE BELOW MAP



Attachment 5J. UWGB-Provided facilities #4

Access within UWGB Duct system from Manhole S13 to S12, to S11, to S10, to S9 to 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) for placement of 2 – 96 strand fiber optic cable.

ABOVE ROUTE DEPICTED IN BLACK ON THE BELOW MAP



CITY OF DE PERE
MEMO

To: Mayor James Boyd
Members of the Finance/Personnel Committee
From: Steve Massey, IT Director
Date: November 8, 2023

RE: **Brown County Fiber Trade Agreement**

Brown County, University of Wisconsin-Green Bay, St. Norbert College, Inc., and the City of De Pere have been trading fiber optic cables since 2013 to provide network connectivity between parties and Internet access. Fiber optic trading allows each party to use another parties fiber optic cables at no cost. To date there has been no formal legal binding agreement between the above-mentioned parties. The attached agreement is being put in place to formalize the Indefeasible Right of Use (IRU) for existing fiber optic trades between above mentioned parties. I recommend signing the agreement to protect the City's on-going use of Brown County fiber optic cables. This agreement has been reviewed by our City Attorney.

Please reach out to me prior to the meeting with any questions you may have.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #23-127 Authorizing Development Agreement Regarding Facility Expansion Between the City of De Pere and MASK, LLC (Plant No. 8; 1862 Commerce Drive).**

The Finance/Personnel Committee voted unanimously to approve the terms of this development at its meeting on April 11, 2023, and the Development Agreement that has been negotiated by the parties is now before the Common Council for review and approval.

ATTACHMENTS:

- Reso23-127 (PDF)
- Development Agreement Plant 8 City FINAL (PDF)
- 1862 Belmark Plant 8 - Term Sheet Memo (PDF)
- Belmark Map (PDF)
- Exhibit A - Plant 8 Proposed Site Plan (PDF)
- Exhibit B - Shawano Plant Example (PDF)
- Exhibit C - Shawano Building Profile Sheet (PDF)
- Exhibit D - De Pere Campus Material (PDF)

RESOLUTION #23-127

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING FACILITY EXPANSION
BETWEEN THE CITY OF DE PERE AND MASK, LLC
(Plant No. 8; 1862 Commerce Drive)

WHEREAS, MASK, LLC ("Developer") wishes to enter into an agreement for constructing its Plant No. 8 facility at 1862 Commerce Drive located in Tax Incremental District No. 10 (TID #10) for warehouse, office and mezzanine space of not less than 20,000 square feet for its existing manufacturing business operations; and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such as cash grants, when made pursuant to a signed development agreement, for the benefit of industrial and other development and redevelopment within its TID Districts; and

WHEREAS, the intended development is consistent with the Amended Boundary and Project Plan for TID #10 and will be beneficial to the City; and

WHEREAS, Developer's ability to commence the Development Project is contingent upon the City's commitment to use tax increments from the District to provide financial assistance for portions of such improvements, pursuant to the terms set forth in the attached Development Agreement Regarding Facility Expansion Between the City of De Pere and MASK, LLC; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Development Agreement Regarding Facility Expansion Between the City of De Pere and MASK, LLC, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are 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 7th day of November, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/11/2023

DEVELOPMENT AGREEMENT REGARDING FACILITY EXPANSION
BETWEEN THE CITY OF DE PERE AND MASK, LLC
(Plant No. 8; 1862 Commerce Drive)

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and MASK, LLC, a Wisconsin Limited Liability Company ("Developer").

RECITATIONS

WHEREAS, Wis. Stats. §66.1105, provides the authority and establishes procedures by which the City of De Pere may create Tax Increment Financing Districts and support development projects within blighted areas of the City through the use of tax incremental financing; and

WHEREAS, in 2010, the City created "Tax Incremental District No. 10, City of De Pere", and amended as of December 15, 2015 (TID #10), as and for the benefit of industrial development within the District as described in the Amended Boundary and Project Plan for TID #10; and

WHEREAS, Developer is in need of constructing its Plant No. 8 facility at 1862 Commerce Drive to be no less than 20,000 square feet for warehouse, office and mezzanine space, which development is consistent with the Amended Boundary and Project Plan for TID #10; and

WHEREAS, the development described above and more fully in this Agreement will promote the revitalization and economic stability of TID #10 and the City as a whole; and

WHEREAS, Developer's ability to construct the expansion of Plant No. 8 would not be viable and this development would not occur in the City but for the City's commitment to reimburse Developer for significant project costs; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2) (f) include, among other things, cash grants when made pursuant to a signed development agreement; and

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the property for the benefit of TID #10 to facilitate development and redevelopment within the district and to provide financing for portions of such improvements and development; and

WHEREAS, the City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, the grading of public and private lands and stormwater runoff control to serve the Project; and

WHEREAS, as a result, the City wishes to promote this development and provide the required financial assistance to Developer.

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

A. "Assessed Increment Value" means the total equated assessed increment value placed upon the Building Development by the State of Wisconsin under Wis. Stats. §70.995. If the Assessed Increment Value of the Building Development as of January 1, 2025, and through the term of this Agreement is less than one million ninety-two thousand dollars

($1,092,000.00) more than the Base Assessed Value, the Deficit Payment (defined below) provisions of Paragraph II.C.3 shall apply.

B. "Base Assessed Value" means the total 2023 Equated Assessed Value of the tax parcel the Building Development in the amount of two million eight hundred ninety-four thousand three hundred dollars ($2,894,300.00).

C. "Building Development" means the Subject Property together with the Project improvements contemplated by the Parties and as approved by the City Plan Commission. (Also referenced as Exhibit A herein).

D. "Certificate of Occupancy" means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.

E. "City" means the City of De Pere.

F. "Deficit Payment" means payment of the difference between the taxes paid on the Assessed Increment Value of the Building Development and those taxes that would have been paid on the Guaranteed Value of the Building Development, as defined in and calculated under Paragraph II.C.3.

G. "Developer" means Mask, LLC, a Wisconsin Limited Liability Corporation.

H. "District and/or TID #10" means City of De Pere Tax Incremental District No. 10 as amended, which is statutorily scheduled to close as of August 7, 2032.

I. "Force Majeure" means a delay in achieving Substantial Development as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God,

pandemics, epidemics, or other forces majeure. Force Majeure shall not work to extend the implementation of the Property Valuation Warranties under Paragraph II.C.

J. "Guaranteed Value" means three million nine hundred eighty-six thousand three hundred dollars ($3,986,300.00) or the equated Base Assessed Value plus the Assessed Increment Value of one million ninety-two thousand dollars ($1,092,000.00).

K. "Project" means the construction improvements to Plant No. 8 of not less than 20,000 square feet as warehouse, office, and mezzanine space, with code appropriate façade materials consistent with Developer's existing manufacturing campus. Plant No. 8 as constructed hereunder, together with the Subject Property, comprises the Building Development.

L. "Project Grant" means the Project Reimbursement Grant provided to Developer as set forth in Paragraph III.A .

M. "Subject Property" means Parcel ED-344-101-5.

N. "Substantially Completed" means that a certificate of occupancy for the Project has been issued by the City Building Inspection Department.

O. "Term of the Agreement" means through the end of TID #10, on or before August 7, 2032.

II. DEVELOPER OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. **Plan Commission Project Site Plan Approval.** Developer shall take all steps necessary to obtain City Plan Commission approval of the Project to enable construction to commence no later than January 1, 2024, and proceed so as to obtain Substantial Completion of the Project on or before December 31, 2024. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Plan

Commission (Exhibit A) and shall be constructed in compliance will all City code provisions with all conditions and requirements of the Plan Commission.

B. **Substantial Completion.** The Project shall be Substantially Completed and subject to full real estate assessment as of January 1, 2025.

C. **Project/Subject Property/Building Development Value Warranties.**

1. Guaranteed Value. Developer warrants the Guaranteed Value of the Building Development as of January 1, 2025, shall be not less than three million nine hundred eighty-six thousand three hundred dollars ($3,986,300.00). This January 1, 2025, date for the Building Development to have an Assessed Value not less than the Guaranteed Value is not subject to Force Majeure. To that end, Developer, for itself and its respective successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Building Development, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the Assessed Value of the Building Development below the Guaranteed Value for the duration of TID District #10. If the Assessed Value of the Building Development is less than the Guaranteed Value, Developer, on behalf of itself and its respective successors and/or assigns, agrees that the Deficit Payment provisions of Paragraph II.C.3 (“Deficit Payment Calculation”) shall apply.

2. Property to Remain Taxable. For the duration of TID District #10, Developer, on behalf of itself and/or its respective successors and assigns, hereby agrees that they shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project or Building Development to an entity whereby such sale or lease would cause such portion of the Project or Building Development to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project or the Building Development during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or the Building Development or any portion thereof to become tax exempt. Should the Project or Building Development nevertheless become tax exempt, Developer, for itself and its respective successors and/or assigns, hereby agrees that a Deficit Payment shall then be made by the Owner of the Building Development in accordance with the process set out in Paragraph II.C.3 ("Deficit Payment Calculation").

3. Deficit Payment Calculation. Calculations of any Deficit Payment required under this Agreement shall be as follows:

   If the Assessed Increment Value combined with the Base Assessed Value falls below the Guaranteed Value. The Assessed Increment Value combined with the Base Assessed Value of the Building Development shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mil-rate for all taxing jurisdictions established for each tax year for the east side of De Pere, the product of which shall be the total

Deficit Payment, due and payable on or before August 31 of the year due.

If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

D. **Developer Representations, Warranties and Covenants**. Developer represents, warrants and covenants that:

1. it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; and
2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and
4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal,

valid, and binding obligations of it enforceable against it in accordance with their respective terms; and

5. it will expeditiously complete the development and construction of the Building Development in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Building Development; and
6. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City; and
7. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require; and
8. it will take all reasonable steps to forestall claims of lien against the Subject Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Property;

9. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Subject Property in at least the amount of the full replacement, completed value of the improvements on the Subject Property;
10. it will pay and discharge all taxes, assessments and other governmental charges upon the Subject Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Property;
11. it will promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;
12. it shall deliver to the City revised statements of estimated costs of the construction for Building Development showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and
13. it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and

14. no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing; and
15. there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Subject Property; and
16. the person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and
17. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

E. **Landscaping**. Developer shall be responsible for landscaping on the Subject Property, including trees, shrubs, seeding or sod related to the improvements.

F. **Utilities**. Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Building Development.

G. **Laterals**. Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Property, as well as connections of such laterals to new or existing sewer and water mains.

H. **Storm water**. Developer shall install, or have installed, all storm water drainage systems and facilities on the Subject Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities. Developer shall also grant to City a stormwater easement consistent with Section III.B. below.

I. **Erosion**. Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.

J. **Costs**. Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

III. CITY OBLIGATIONS

A. **Project Incentive.** City shall provide Developer with a Project Reimbursement Grant of one hundred thousand and no/100 dollars ($100,000.00) to reimburse Project Costs incurred by the Developer. Such Project Grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, which such review may not be unreasonably withheld or delayed. However, at no point shall the Project Grant be issued prior to September 1st of the subject year unless the Developer notifies the City by October 1st of the preceding year that they expect to complete the Project between January 1st and August 31st of the subject year.

B. **Stormwater Easement**. City shall, at its own expense, have a stormwater easement, maintenance agreement and boundary map prepared to grant the City access to the stormwater facility for routine maintenance and improvements.

C. **Cooperation.** The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

IV. DEFAULT PROVISIONS

A. **Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to Force Majeure, if a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement and the other party with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If there is no cure of that breach, any party may bring any action available for any remedy provided in law or equity.

B**. Specific Performance Where Remedy Provided.** Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or, subject to Force Majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to another party, nothing in this Agreement shall prevent one party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS

A. **Obligations to run with the land.** The obligations contained herein shall run with the land and are binding for the Term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the Brown County Register of Deeds.

B. **Assignment and Changes of Control**. No party may assign this Agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council. The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City (which may be withheld by the City for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean 20% or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' right to share in distributions and other economic benefits of Developer, the members' right to participate in decision making, or both.

C. **Notices**. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the

parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:

1. If Developer:
   Mask, LLC
   Karl A. Schmidt
   600 Heritage Road
   De Pere, WI 54115

2. If to City:
   City of De Pere
   Attn: City Clerk
   335 South Broadway Street
   De Pere, WI 54115

   With a copy to:
   City of De Pere
   Attn: City Administrator
   335 South Broadway Street
   De Pere, WI 54115

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

D. **Law Governing.** This agreement shall be construed in accordance with the laws of the State of Wisconsin.

E. **Entire Agreement**. This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties

with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

F. **Contractual Interpretation.** All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

G. **Amendment**. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

H. **No Vested Rights Granted**. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

I. **Invalid Provisions**. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

J. **Headings**. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

K. **No Waiver; Remedies**. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

L. **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

M. **No Joint Venture**. The City is not a partner, agent or joint venture of or with Developer.

N. **Recording of a Memorandum of this Agreement Permitted**. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

O. **Immunity**. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

P. **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party

shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

CITY OF DE PERE
By:

_____ _____
James G. Boyd Mayor Carey E. Danen. City Clerk

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2023, by James G. Boyd, Mayor and Carey E. Danen, City Clerk.

_____

Notary Public, State of Wisconsin
My commission expires on _____

MASK, LLC
By:

_____ _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____and _____ of MASK, LLC.

_____

Notary Public, State of Wisconsin
My commission expires on _____.

EXHIBIT A

Building Development

CITY OF DE PERE
MEMO

To: Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: April 11, 2023

RE: **Consideration and possible action on proposed development agreement terms with MASK LLC (Belmark) for a proposed redevelopment at 1862 Commerce DR to include a 20,000-square-foot central maintenance shop. ***

The City of De Pere ("City") received a request from Belmark Inc/MASK LLC, ("Belmark" or "Developer") to assist with the construction of a central maintenance facility (commonly known as Plant No. 8). Belmark recently completed construction on Plant No. 7, a warehouse and office facility at the current southern terminus of Commerce Drive. Belmark originally intended to purchase the former Song Industries building following their relocation to expand plant No. 2 at 1862 Commerce Drive. During the Plant No. 2 design, Belmark determined that site was not large enough to accomplish the needed addition, so the decision was made to work with the City to construct what is now Belmark Plant No. 7 at 2020 Commerce Drive. Per Belmark:

> Intended Use, Site Plan and Building Development:
> *Plant #8 will be used to centralize our Maintenance and Facility Management. Plant #2 will be repurposed for our Digital Flexible Packaging Operation. Plant #8 will be new construction of approximately 100' x 200' and will consist of 6,000 sq. ft. of office with a mezzanine for parts storage above and another 14,000sq. ft. of maintenance material storage. Plant #2 manufacturing space will be remodeled to accommodate the new technology with the future expansion footprint thought through as to not interfere with plant #8. Exhibit A shows the locations of the buildings on the site.*

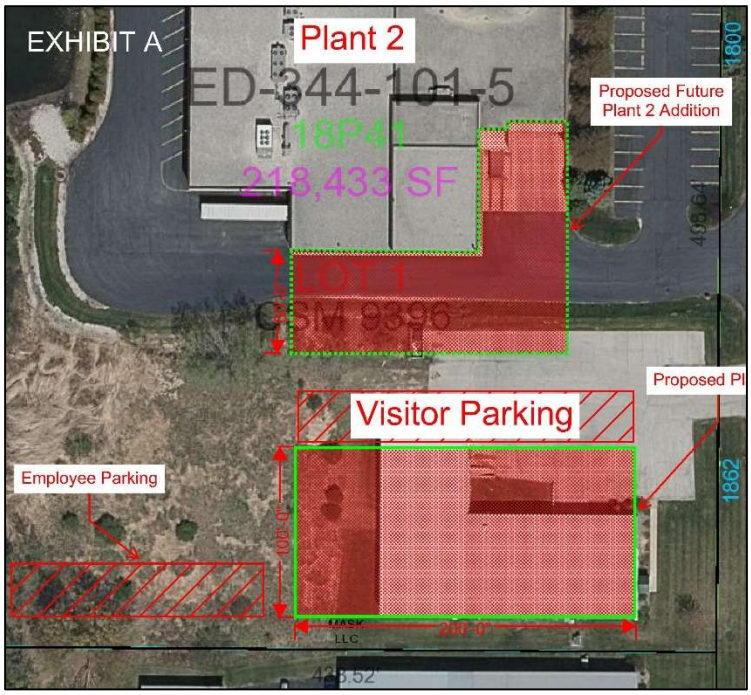
Proposed Development

The proposed project is modeled from Belmark's other recently completed projects. The central maintenance facility will be constructed either using the same material used in both Plant #6 in Shawano or the New Plant #7 in De Pere or will be a metal construction with the offices and front of the building using the same block and materials as currently on the De Pere Campus as allowed by the zoning code. Exhibits B and C show the example of the Shawano facility and the material used. Exhibit D illustrates the block used for the De Pere Campus. Belmark anticipates the cost of the facility to run from $180 to $220 per sq. ft. or $3,6000,000 to $4,400,000 plus the site work needed.

BELMARK DEVELOPMENT SITE INFORMATION SUMMARY:

Address:	1862 Commerce Drive
Parcel IDs:	ED-344-101-5
Acres:	Approximately 5.014 Acres
Proposed Use:	Plant No. 2 - unchanged Plant No. 8 - central maintenance facility
Future Land Use:	Business Park
Zoning:	Business Park 2 (BP-2)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	$3,020,500
Current Total Assessed Value (equated):	$2,894,300 (ratio 0.958208071)
Potential New Building Value (full):	$1,620,000
Office:	*$720,000 (6,000 sq ft x $120 per square foot)*
Storage/Warehouse:	*$700,000 (14,000 sq ft x $50 per square foot)*
Mezzanine:	*$200,000 (assumed 4,000 sq ft x $50 per square foot)*
Potential New Building Value (equated):	$1,552,297
Less Former Song Assessed Value (full value):	$480,100
Less Former Song Assessed Value (equated):	$460,035
New Increment Value (full):	$1,139,900
New Increment Value (equated):	$1,092,000 (rounded)
New Total Parcel Value (full):	$4,160,400
New Total Parcel Value (equated):	$3,986,300

Example Site Plan



PROPOSED TERMS

General Information

Purpose Use:	Warehouse, office, and mezzanine
Anticipated Construction Value:	$3,6000,000 to $4,400,000
Anticipated New Assessed Value (equated):	$3,986,300 (Plant 2 and Plant 8)
Anticipated New Increment Value:	$1,092,000
Newly Generated Total Annual Revenue:	$57,705 (Plant 2 and Plant 8)
Newly Generated Annual Increment Revenue:	$15,950 (Plant 8)

Developer Obligations:

1. **Proposed Development:** Construction of a minimum 20,000-square-foot warehouse, office, and mezzanine facility.

2. **Timelines:**
   a. Secure site plan approvals by August 31, 2023.
   b. Commence construction by October 1, 2023.
   c. Complete Construction by June 30, 2024.
   d. Final assessed value by January 1, 2025.

3. **Assessed Value and Tax Revenue:** Developer guarantees a minimum annual tax increment revenue value of $57,705. The City and/or State of Wisconsin shall assess the Development Project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The Total Project Grant is premised upon the completed Development Project having an equated assessed value equal to the guaranteed value for real property tax purposes of not less than $3,986,300; however, in no case shall the annual tax value be less than $57,705, of which approximately $15,800 is attributed to the actual project. The Developer will make a Payment In Lieu Of Tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue.

4. **Stormwater Easement:** Developer shall grant the City a stormwater easement for approximately 0.25 acres of land identified as Attachment A. Any required expansions or new stormwater facilities resulting from the proposed development shall be constructed by the City and charged back to the developer. Costs shall include without limitation construction and associated engineering, inspection, legal, and administrative expenses.

City Obligations:

1. **Stormwater Easement:** City shall, at its own expense, have a stormwater easement and maintenance agreement and boundary map prepared to grant the City access to the stormwater facility for routine maintenance and improvements.

2. **Developer Project Cost Reimbursement Grant.** The City shall provide Developer with a grant of $100,000 ("project grant") to reimburse Project Costs incurred by the Developer. Such project grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, which such review may not be unreasonably withheld or delayed. However, at no point shall the project grant be issued prior to September 1st of the subject year unless the Developer notifies the City by October 1st of the preceding year that they expect to complete the project between January 1st and August 31st of the subject year.

If the Finance and Personnel Committee approves the proposed terms, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting. Staff requests that if the Developer elects to divide the land between the two facilities, the proposed terms above be amended in the development agreement to reflect the land division.



DE PERE
RUNS DEEPER

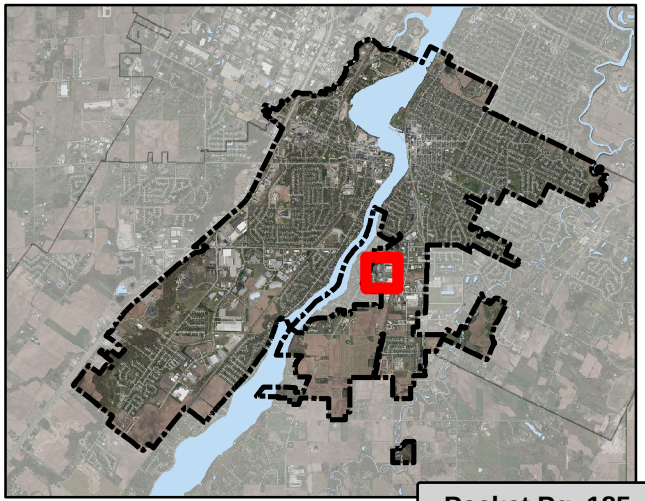
Property Map: 1862 Commerce Drive

City of De Pere

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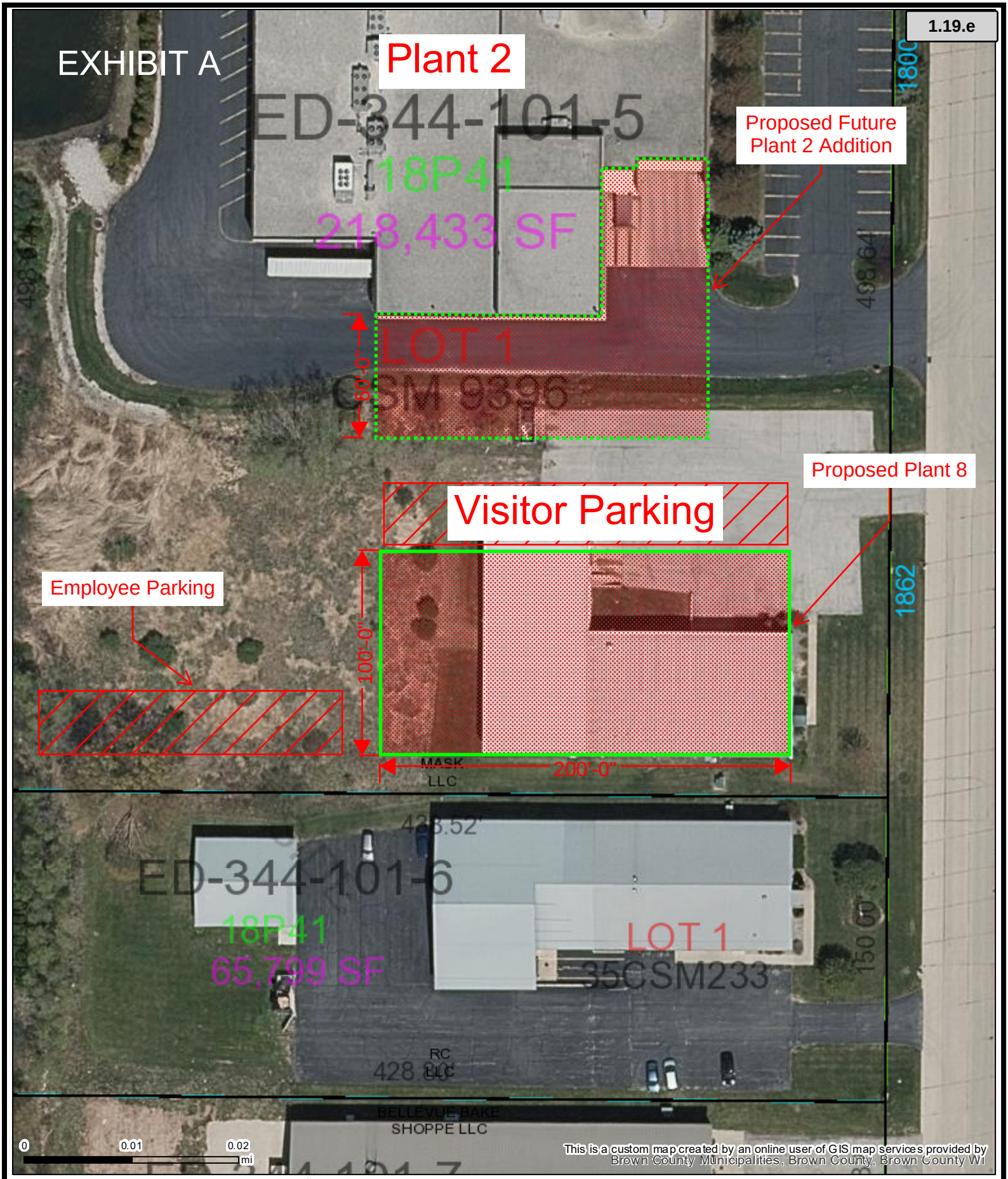
Subject Parcel

0 125 250 500 750 1,000 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.

Data Source



This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

Part of Brown County WI

Map printed on 3/20/2023

1:720
1 inch = 60 feet*
1 inch = 0.0114 miles*
original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

EXHIBIT B



Miron Building Excellence

EXHIBIT C

BELMARK PLANT 6 NEW MANUFACTURING PLANT & OFFICE



Owner: Belmark Inc.

Architect: Performa Inc.

Project: $15,693,572

Building Area: 139,152 SF

Completion: January 2018

Delivery Method: Design-Build







Belmark, a leader in the pressure-sensitive label, flexible packaging, and folding carton industry, grew beyond its De Pere, Wisconsin, operations. A greenfield 15-acre site, located in Shawano, Wisconsin, was selected for a new production facility to complement operations in De Pere, WI.

Belmark partnered with the Miron team to facilitate site selection, manage the design process, and ultimately to construct their new production facility and an additional office space, to accommodate this growth. The facility consists of a small office, locker room, break room, loading dock, and manufacturing area.



EXHIBIT D



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Reso #23-128 Authorizing Development Agreement Between the City of De Pere and Developer (126 South Broadway and 310 North Wisconsin).**

Due to timing issues for this project, this Agreement is coming forward directly to Council for consideration in a final draft form, subject to changes and modifications deemed necessary by the City Attorney to finalize the agreement.

ATTACHMENTS:

- Reso23-128 (PDF)
- Development Agreement Draft for Council Review (11212023)-FINAL Clean (PDF)

RESOLUTION #23-128

AUTHORIZING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DE PERE AND DEVELOPER
(126 South Broadway and 310 North Wisconsin)

WHEREAS, a Developer wishes to enter into an agreement for the construction of a 20,000 square foot building in a newly-created Tax Incremental District in the downtown area at 310 North Wisconsin Street to relocate its existing retail business; and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such as cash grants, when made pursuant to a signed development agreement, for the benefit of development and redevelopment within its TID Districts; and

WHEREAS, the intended development will be consistent with the Project Plan for the newly-created TID and will be beneficial to the City to promote rehabilitation, revitalization and economic stability; and

WHEREAS, Developer's ability to commence the Development Project is contingent upon the City's commitment to use tax increments from the District to provide financial assistance for portions of such improvements, pursuant to the terms set forth in the attached Development Agreement Between the City of De Pere and Developer; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Development Agreement Between the City of De Pere and Developer, 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 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 21st day of November, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DE PERE AND DEVELOPER
(126 S. Broadway and 310 N. Wisconsin Street)

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and DEVELOPER ENTITY NAME/TYPE ("Developer").

RECITATIONS

WHEREAS, Wis. Stat. §66.1105 et. seq., provides the authority and establishes procedures by which the City of De Pere may create Tax Increment Financing Districts and support development projects within blighted areas of the City through the use of tax incremental financing; and

WHEREAS, the City intends to create a Tax Incremental District (the "District") to include the Project under this Agreement as described below and initiate the TID creation process pursuant to Wis. Stat. §66.1105 et. seq, which is subject to Joint Review Board approval; and

WHEREAS, Developer is in need of moving its business located at 126 S. Broadway to an approximately 20,000 square foot building located at 310 North Wisconsin Street, in the City of De Pere, which development will be consistent with the Project Plan for the newly created TID; and

WHEREAS, the development described above and more fully in this Agreement will promote the revitalization and economic stability of the newly created TID and the City as a whole; and

WHEREAS, Developer's ability to construct a new retail location for its existing business would not be viable and this development would not occur in the City but for the City's

commitment to reimburse Developer for significant project costs; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2) (f) include, among other things, cash grants when made pursuant to a signed development agreement; and

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the property for the benefit of the TID to facilitate development and redevelopment within the district and to provide financing for portions of such improvements and development; and

WHEREAS, the City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, the grading of public and private lands and stormwater runoff control to serve the Project; and

WHEREAS, as a result, the City wishes to promote this development and provide the required financial assistance to Developer.

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

A. "Assessed Value" means the anticipated initial value placed upon the Project upon

completion as determined pursuant to Wisconsin Statutes, Chapter 70. The projected full Assessed Value for the Project is Two Million Two Hundred and Fifty Thousand Dollars and ($2,250,000.00).

B. "Assessed Increment Value" means the total Assessed Value of the Project less the Base Assessed Value. If the Assessed Increment Value of the Project as of January 1, 2025, and through the term of this Agreement is less than Eight Hundred Thousand Dollars ($800,000), the Deficit Payment (defined below) provisions of Paragraph II.H. shall apply.

C. "Base Assessed Value" means the total 2024 Assessed Value of the tax parcel the Property.

D. "Certificate of Occupancy" means the certificate issued by the Development Services Department upon completion of the Project so as to permit occupancy of the same.

E. "City" means the City of De Pere.

F. "Deficit Payment" means payment of the difference between the taxes paid on the Assessed Increment Value of the Project and those taxes that would have been paid on the Guaranteed Value of the Project, as defined in and calculated under Paragraph II.H.3.

G. "Developer" means NAME.

H. "District and/or TID" means the newly created City of De Pere Tax Incremental District.

I. "Force Majeure" means a delay in achieving Substantial Development as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, or other forces majeure. Force Majeure shall not apply or work to extend the implementation of the Property Valuation Warranties under Paragraph II.H.

J. "Guaranteed Value" means two million two hundred and fifty thousand dollars and ($2,250,000.00) or the Base Assessed Value plus the Assessed Increment Value.

K. "Minimum Annual Property Tax Payment" means the minimum yearly total property tax payment required to be paid by Developer commencing with the 2025 tax year (payable in 2026).

L. "Project" means the purchase and renovation of an approximately 20,000 square foot building at 310 North Wisconsin Street as a result of moving Developer's business located at 126 South Broadway, which shall contain code appropriate façade materials. Project also means the Subject Property together with the Project improvements contemplated by the Parties and as approved by the City Plan Commission (also referenced as Exhibit A herein).

M. "Project Grant" means the Project Reimbursement Grants provided to Developer as set forth in Paragraph III.B .

N. "Subject Property" means Parcel ED-878.

O. "Substantially Completed" means that a certificate of occupancy for the Project has been issued by the City Building Inspection Department.

P. "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the land and improvements comprising the Project and any taxable personal property associated with the Project.

Q. "Term of the Agreement" means through the end of the term of the newly created TID.

II. DEVELOPER OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. **Real Estate Purchase**. Developer shall purchase the Subject Property located at 310

North Wisconsin Street (Parcel Number ED-878) and legally described as follows:

ORIGINAL PLAT OF DEPERE PRT OF BLK 23 & PART OF VACATED WILLIAMS & WISCONSIN STS DESC AS LOT 1 IN 15 CSM 21 & OUTLOT 1 IN 17 CSM 161

If Developer does not purchase the Subject Property by March 31, 2024, then this Agreement shall be null and void and the City shall have no further obligations and shall have the right to terminate this Agreement as determined in the sole discretion of the City.

B. **Plan Commission Project Plan Approval.** Developer shall take all steps necessary to obtain City approval of the Project including site and building plan approvals by no later than May 1, 2024, to enable construction to commence no later than March 1, 2024, and proceed so as to obtain Substantial Completion of the Project on or before December 31, 2024. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Plan Commission (Exhibit A) and shall be constructed in compliance will all City code provisions with all conditions and requirements of the Plan Commission.

C. **Substantial Completion.** The Project shall be Substantially Completed and subject to full real estate assessment as of January 1, 2025.

D. **Land Division**. Developer shall, at its own expense, prepare a Combination Certified Survey Map (CSM) to establish property lines for the Project and the properties to be combined with lands from the former Shopko site to be joined with the Subject Property.

E. **Cross Access Easement**. Developer shall cooperate and engage in best efforts with adjoining property owners of the former Shopko site, the City, and other potential parties

or owners, of Parcels ED-875, ED-861, ED-878, ED-880, ED-866, and shall release the existing Cross-Access Easement obligations to allow for the Project to occur.

F. **Compliance Obligations**. The Project shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and the Developer shall obtain and maintain all necessary permits and licenses for the Project. The City shall, at Developer's cost, reasonably cooperate with the Developer in connection with obtaining necessary permits and licenses for the Project.

G. **Compliance with Law.** Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect public health, the Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval.

H. **Project/Subject Property/Project Value Warranties.**

1. Guaranteed Value. Developer warrants the Guaranteed Value of the Project as of January 1, 2025, shall be not less than two million two hundred and fifty thousand dollars and ($2,250,000.00). This January 1, 2025, date for the Project to have an Assessed Value not less than the Guaranteed Value is not subject to Force Majeure. To that end, Developer, for itself and its respective successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Project, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the Assessed Value of the Project below the

Guaranteed Value for the duration of TID. If the Assessed Value of the Project is less than the Guaranteed Value, Developer, on behalf of itself and its respective successors and/or assigns, agrees that the Deficit Payment provisions of Paragraph II.H.3 ("Deficit Payment Calculation") shall apply.

2. Property to Remain Taxable. For the duration of TID District, Developer, on behalf of itself and/or its respective successors and assigns, hereby agrees that they shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project to an entity whereby such sale or lease would cause such portion of the Project to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or any portion thereof to become tax exempt. Should the Project nevertheless become tax exempt, Developer, for itself and its respective successors and/or assigns, hereby agrees that a Deficit Payment shall then be made by the Owner of the Project in accordance with the process set out in Paragraph II.H.3 ("Deficit Payment Calculation").
3. Minimum Annual Property Tax Payment and Deficit Payment Calculation. Developer obligates itself to pay Minimum Annual Property Tax Payments during the term of this Agreement on the Project, commencing with the 2025

tax year (payable in 2026). Should Developer's Annual Property Tax Payment for any tax year beginning on or after January 1, 2025, not meet the Minimum Annual Property Tax Payment, Developer shall make a Deficit Payment to the City equal to the difference between the Minimum Annual Property Tax Payment and the actual property taxes paid by Developer for each year the Minimum Annual Property Tax Payment is not met. The Deficit Payment shall be due and payable in full on or before July 31 of each year due commencing in 2026. If not paid in full by said date, the Deficit Payment amount shall be deducted from any Developer Incentive due Developer under this Agreement. If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

I. **Developer Representations, Warranties and Covenants**. Developer represents, warrants and covenants that:

1. it is a CORPORATION TYPE duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; and

2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and
4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and
5. it will expeditiously complete the development and construction of the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Project; and
6. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City; and
7. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Project; nothing contained in this Agreement shall require Developer to pay any claims for

labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require; and

8. it will take all reasonable steps to forestall claims of lien against the Subject Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Property; and
9. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Subject Property in at least the amount of the full replacement, completed value of the improvements on the Subject Property; and
10. it will pay and discharge all taxes, assessments and other governmental charges upon the Subject Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Property; and
11. it will promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer; and

12. it shall deliver to the City revised statements of estimated costs of the construction for the Project showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and
13. it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and
14. no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing; and
15. there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Subject Property; and
16. the person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and

17. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

J. **Landscaping**. Developer shall be responsible for landscaping on the Subject Property, including without limitation trees, shrubs, seeding or sod related to the improvements, if required under the zoning code.

K. **Utilities**. Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project, if required for the proposed building renovations.

L. **Laterals**. Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Property, as well as connections of such laterals to new or existing sewer and water mains, if required for the proposed building renovations.

M. **Erosion**. Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.

N. **Costs**. Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

III. CITY OBLIGATIONS

A. **Tax Increment Financing District A**. Subject to the Joint Review Board's discretion and approval consistent with Wisconsin Statute §66.1105 et. seq., City is to create the District as a new blight elimination or rehabilitation/conservation TID after October 1, 2023. The District will be located in the area in which the Project will be located.

B. **Project Incentive.** City shall provide Developer with Project Reimbursement Grants (hereinafter "Grants") totaling one million eight hundred and seventy-two thousand seven hundred twenty-one dollars ($1,872,721.00) to reimburse Project Costs incurred by the Developer conditioned upon Developer's purchase of the Subject Property and incurring costs as follows:

1. Grant #1. $52,500.00 to reimburse Project Costs incurred by Developer to purchase the Subject Property, which is a prorated amount of the anticipated purchase price of the Subject Property.
2. Grant #2. $1,402,914.00 to reimburse Project Costs incurred by Developer for architecture fees and expenses to renovate the existing building and improve the façade per the estimate from Gryboski Builders dated October 11, 2023, a copy of which is attached hereto as Exhibit # that is incorporated herein by reference.
3. Grant #3. $30,000.00 to demolish and fill in the loading ramp and re-pave that portion of the parking lot and restripe for private parking all on the Subject Property.
4. Grant #4. $30,000.00 to reimburse Project Costs incurred by Developer to improve the south façade of the building on the Subject Property that will be exposed with the demolition of the former Shopko Building.
5. Grant #5. $100,000.00 for Developer moving-related expenses.
6. Grant #6. $192,307.00 for Developer's anticipated lost revenue during two week moving period.

7. Grant #7: $65,000 for Phase 1 Environmental Assessments and anticipated costs related to the demolition of the 126 S. Broadway building.

Any Project Reimbursement Grant shall be payable only after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, which such review may not be unreasonably withheld or delayed. However, at no point shall any of the Project Reimbursement Grants be issued prior to September 1st of the subject year unless the Developer notifies the City by October 1st of the preceding year that they expect to complete the Project between January 1st and August 31st of the subject year.

C. **Public Parking**. After City's purchase of land located within a reasonable distance of the Subject Property, City shall design and construct, at City's sole cost and expense, a public parking structure to be completed prior to January 1, 2026, based upon the City's parking consultant's recommendations.

D. **Cooperation.** The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

IV. DEFAULT PROVISIONS

A. **Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to Force Majeure, if a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement and the other party with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If

there is no cure of that breach, any party may bring any action available for any remedy provided in law or equity.

B. **Specific Performance Where Remedy Provided.** Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or, subject to Force Majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to another party, nothing in this Agreement shall prevent one party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS

A. **Access and Inspections**. Developer hereby grants to the City, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Subject Property at all reasonable times (upon reasonable advance notice to Developer) for the purpose of facilitating the City's inspection of the Project.

B. **Zoning Compliance.** Development on the Subject Property under this Agreement shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Subject Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued. Nothing in this Agreement shall obligate the City to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

C. **Obligations to Run with the Land.** The obligations contained herein shall run with the land and are binding for the term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the Brown County Register of Deeds.

D. **Assignment and Changes of Control**. No party may assign this Agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council. The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City (which may be withheld by the City for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean 20% or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' right to share in distributions and other economic benefits of Developer, the members' right to participate in decision making, or both.

E. **Notices**. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:

1. If Developer:
   DEVELOPER INFORMATION
   ADDRESS
   De Pere, WI 54115

2. If to City:
   City of De Pere
   Attn: City Clerk
   335 South Broadway Street
   De Pere, WI 54115

   With a copy to:
   City of De Pere
   Attn: City Administrator
   335 South Broadway Street
   De Pere, WI 54115

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

F. **Law Governing.** This agreement shall be construed in accordance with the laws of the State of Wisconsin.

G. **Entire Agreement**. This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

H. **Contractual Interpretation.** All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

I. **Amendment**. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

J. **No Vested Rights Granted**. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

K. **Invalid Provisions**. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

L. **Headings**. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

M. **No Waiver; Remedies**. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of

such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

N. **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

O. **No Joint Venture**. The City is not a partner, agent or joint venture of or with Developer.

P. **Recording of a Memorandum of this Agreement Permitted**. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

Q. **Immunity**. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

R. **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

CITY OF DE PERE
By:

_____ _____
James G. Boyd Mayor Carey E. Danen. City Clerk

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2023, by James G. Boyd, Mayor and Carey E. Danen, City Clerk.

_____

Notary Public, State of Wisconsin
My commission expires on _____

DEVELOPER NAME
By:

_____ _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____and _____ of DEVELOPER NAME.

_____

Notary Public, State of Wisconsin
My commission expires on _____.

EXHIBIT A

Project

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **November 21, 2023**

DEPARTMENT: **City Clerk**

FROM: **Carey Danen**

SUBJECT: **Voucher approval.**

ATTACHMENTS:

- 11-21-23 VOUCHERS (PDF)

VENDOR SET: 01 City of De Pere
BANK: * ALL BANKS
DATE RANGE:11/08/2023 THRU 11/21/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	11/15/2023			104305		
C-CHECK	VOID CHECK	V	11/15/2023			104307		
C-CHECK	VOID CHECK	V	11/21/2023			104392		
C-CHECK	VOID CHECK	V	11/21/2023			104399		
C-CHECK	VOID CHECK	V	11/21/2023			104400		
C-CHECK	VOID CHECK	V	11/21/2023			104401		
C-CHECK	VOID CHECK	V	11/21/2023			104402		
C-CHECK	VOID CHECK	V	11/21/2023			104403		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	8	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	8	0.00	0.00	0.00
BANK: * TOTALS:	8	0.00	0.00	0.00

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE:11/08/2023 THRU 11/21/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0299		WI RETIREMENT FUND							
	I-303202310034518	RET POLICE CITY	D	11/15/2023	18,762.10		000804		
	I-303202310184565	RET POLICE CITY	D	11/15/2023	18,187.66		000804		
	I-304202310034518	RET FIRE CITY	D	11/15/2023	18,190.85		000804		
	I-304202310184565	RET FIRE CITY	D	11/15/2023	17,772.28		000804		
	I-307202310034518	RET GENERAL EMPLOYER	D	11/15/2023	16,869.73		000804		
	I-307202310184565	RET GENERAL EMPLOYER	D	11/15/2023	16,874.93		000804		
	I-311202310034518	RET POLICE EMPLOYEE	D	11/15/2023	9,650.73		000804		
	I-311202310184565	RET POLICE EMPLOYEE	D	11/15/2023	9,355.25		000804		
	I-312202310034518	RET NON-REP EMPLOYEE PORTION	D	11/15/2023	16,869.73		000804		
	I-312202310184565	RET NON-REP EMPLOYEE PORTION	D	11/15/2023	16,874.93		000804		
	I-314202310034518	RET FIRE EMPLOYEE	D	11/15/2023	6,826.59		000804		
	I-314202310184565	RET FIRE EMPLOYEE	D	11/15/2023	6,669.50		000804		172,904.28
0016		ASSOCIATED BANK							
	I-T1 202311144619	FEDERAL WITHHOLDING	D	11/17/2023	45,032.48		000805		
	I-T3 202311144619	FICA TAXES	D	11/17/2023	45,860.66		000805		
	I-T4 202311144619	MEDICARE TAXES	D	11/17/2023	14,435.10		000805		105,328.24
5133		EMPOWER RETIREMENT (GREAT WEST							
	I-121202311144619	Employee Contributions	D	11/17/2023	6,948.00		000806		
	I-122202311144619	Employee Contributions	D	11/17/2023	1,343.70		000806		
	I-150202311144619	Employee Roth Contributions	D	11/17/2023	1,725.00		000806		
	I-152202311144619	Employee Roth Contributions	D	11/17/2023	626.15		000806		10,642.85
0483		NATIONWIDE RETIREMENT SOLUTION							
	I-104202311144619	EMPLOYEE CONTRIBUTIONS	D	11/17/2023	5,120.00		000807		
	I-151202311144619	Employee Roth Contributions	D	11/17/2023	1,616.00		000807		6,736.00
4043		WI DEPARTMENT OF REVENUE							
	I-T2 202311144619	STATE WITHHOLDING	D	11/17/2023	20,184.71		000808		20,184.71
0596		WI SCTF							
	I-201202311144619	CHILD SUPPORT/CITY OF DE PERE	D	11/17/2023	1,401.14		000809		1,401.14
5405		AT&T MOBILITY							
	I-287299516426X11123	AT&T MOBILITY	R	11/09/2023	1,184.06		104284		1,184.06
0011		AT&T WISCONSIN							
	I-202311094609	AT&T WISCONSIN	R	11/09/2023	297.87		104285		297.87
0044		BROWN COUNTY REGISTER OF DEEDS							
	I-202311094610	BROWN COUNTY REGISTER OF DEEDS	R	11/09/2023	30.00		104286		30.00

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2984		BROWN COUNTY TREASURER							
	I-202311094611	BROWN COUNTY TREASURER	R	11/09/2023	1,654.10		104287		1,654.10
0520		CENTRAL BROWN COUNTY WATER AUT							
	I-3398	CENTRAL BROWN COUNTY WATER AUT	R	11/09/2023	312,800.91		104288		312,800.91
0348		GREEN BAY METRO SEWERAGE DISTR							
	I-2080	GREEN BAY METRO SEWERAGE DISTR	R	11/09/2023	430,392.30		104289		
	I-2093	GREEN BAY METRO SEWERAGE DISTR	R	11/09/2023	60,106.14		104289		490,498.44
0555		SPECTRUM							
	I-202311094612	SPECTRUM	R	11/09/2023	605.41		104290		605.41
4816		STATE OF WI COURT FINES & SURC							
	I-202311094613	STATE OF WI COURT FINES & SURC	R	11/09/2023	6,260.69		104291		6,260.69
6897		CRAIG THIEM							
	I-202311094614	CRAIG THIEM	R	11/09/2023	1,817.92		104292		1,817.92
7309		TRILLIUM CNG							
	I-231495555	TRILLIUM CNG	R	11/09/2023	4,287.50		104293		4,287.50
2862		WI DEPT OF NATURAL RESOURCES							
	I-202311094617	WI DEPT OF NATURAL RESOURCES	R	11/09/2023	500.00		104294		500.00
0298		WI PUBLIC SERVICE							
	I-202311094615	WI PUBLIC SERVICE	R	11/09/2023	8,571.42		104295		8,571.42
5260		WINDSTREAM							
	I-202311094616	WINDSTREAM	R	11/09/2023	26.01		104296		26.01
2862		WI DEPT OF NATURAL RESOURCES							
	I-202311094618	WI DEPT OF NATURAL RESOURCES	R	11/09/2023	32.75		104297		32.75
0011		AT&T WISCONSIN							
	I-202311154620	AT&T WISCONSIN	R	11/15/2023	1,237.05		104298		1,237.05
0779		VICKIE LAMBERT							
	I-202311154621	VICKIE LAMBERT	R	11/15/2023	250.52		104299		250.52
0555		SPECTRUM							
	I-202311154622	SPECTRUM	R	11/15/2023	219.09		104300		219.09

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2563		JULIE SWITZER							
	I-202311154623	JULIE SWITZER	R	11/15/2023	494.70		104301		494.70
0298		WI PUBLIC SERVICE							
	I-202311154624	WI PUBLIC SERVICE	R	11/15/2023	3,210.88		104302		3,210.88
5260		WINDSTREAM							
	I-76040172	WINDSTREAM	R	11/15/2023	8.52		104303		8.52
0055		CITY OF DE PERE - DENTAL							
	I-100202310034518	DENTAL FAMILY	R	11/15/2023	2,874.99		104304		
	I-100202310184565	DENTAL FAMILY	R	11/15/2023	2,874.99		104304		
	I-101202310034518	DENTAL FAMILY	R	11/15/2023	1,773.93		104304		
	I-101202310184565	DENTAL FAMILY	R	11/15/2023	1,773.93		104304		
	I-102202310034518	DENTAL SINGLE P/F	R	11/15/2023	301.80		104304		
	I-102202310184565	DENTAL SINGLE P/F	R	11/15/2023	301.80		104304		
	I-103202310034518	DENTAL SINGLE	R	11/15/2023	342.04		104304		
	I-103202310184565	DENTAL SINGLE	R	11/15/2023	342.04		104304		
	I-126202310034518	DENTAL SINGLE	R	11/15/2023	16.78		104304		
	I-126202310184565	DENTAL SINGLE	R	11/15/2023	16.78		104304		
	I-127202310034518	DENTAL FAMILY	R	11/15/2023	861.66		104304		
	I-127202310184565	DENTAL FAMILY	R	11/15/2023	861.66		104304		
	I-128202310034518	DENTAL SINGLE P/F	R	11/15/2023	33.56		104304		
	I-128202310184565	DENTAL SINGLE P/F	R	11/15/2023	33.56		104304		
	I-129202310034518	DENTAL FAMILY P/F	R	11/15/2023	335.02		104304		
	I-129202310184565	DENTAL FAMILY P/F	R	11/15/2023	335.02		104304		
	I-135202310034518	DENTAL DA FAMILY 63%	R	11/15/2023	47.86		104304		
	I-135202310184565	DENTAL DA FAMILY 63%	R	11/15/2023	47.86		104304		
	I-202311154625	CITY OF DE PERE - DENTAL	R	11/15/2023	1,884.11		104304		15,059.39
0056		CITY OF DE PERE - HEALTH							
	I-108202310034518	HEALTH SINGLE	R	11/15/2023	5,566.20		104306		
	I-108202310184565	HEALTH SINGLE	R	11/15/2023	5,566.20		104306		
	I-109202310034518	HEALTH PLUS 1	R	11/15/2023	3,108.00		104306		
	I-109202310184565	HEALTH PLUS 1	R	11/15/2023	3,108.00		104306		
	I-110202310034518	HEALTH FAMILY	R	11/15/2023	45,877.86		104306		
	I-110202310184565	HEALTH FAMILY	R	11/15/2023	45,877.86		104306		
	I-111202310034518	HEALTH SINGLE P/F	R	11/15/2023	3,339.72		104306		
	I-111202310184565	HEALTH SINGLE P/F	R	11/15/2023	3,339.72		104306		
	I-112202310034518	HEALTH PLUS 1 P/F	R	11/15/2023	2,071.96		104306		
	I-112202310184565	HEALTH PLUS 1 P/F	R	11/15/2023	2,071.96		104306		
	I-113202310034518	HEALTH FAMILY P/F	R	11/15/2023	28,886.06		104306		
	I-113202310184565	HEALTH FAMILY P/F	R	11/15/2023	28,886.06		104306		
	I-136202310034518	HEALTH FAMILY 63% EE	R	11/15/2023	849.59		104306		
	I-136202310184565	HEALTH FAMILY 63% EE	R	11/15/2023	849.59		104306		
	I-140202310034518	VISION SINGLE	R	11/15/2023	64.02		104306		
	I-140202310184565	VISION SINGLE	R	11/15/2023	64.02		104306		
	I-141202310034518	VISION EE/SPOUSE	R	11/15/2023	77.28		104306		

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	I-141202310184565	VISION EE/SPOUSE	R	11/15/2023	77.28		104306		
	I-142202310034518	VISION EE/CHILDREN	R	11/15/2023	19.44		104306		
	I-142202310184565	VISION EE/CHILDREN	R	11/15/2023	19.44		104306		
	I-144202310034518	VISION FAMILY	R	11/15/2023	255.36		104306		
	I-144202310184565	VISION FAMILY	R	11/15/2023	255.36		104306		
	I-202311154626	CITY OF DE PERE - HEALTH	R	11/15/2023	19,988.52		104306		200,219.50
0178		SECURIAN FINANCIAL GROUP, INC.							
	I-117202310034518	LIFE INSURANCE CONTRIBUTIONS	R	11/15/2023	765.03		104308		
	I-117202310184565	LIFE INSURANCE CONTRIBUTIONS	R	11/15/2023	764.55		104308		
	I-202311154627	SECURIAN FINANCIAL GROUP, INC.	R	11/15/2023	347.69		104308		
	I-221202310034518	LIFE INSURANCE AFTER TAX	R	11/15/2023	1,569.88		104308		
	I-221202310184565	LIFE INSURANCE AFTER TAX	R	11/15/2023	1,569.62		104308		5,016.77
7872		STANDARD INSURANCE COMPANY							
	I-202311154628	STANDARD INSURANCE COMPANY	R	11/15/2023	203.03		104309		
	I-301202310034518	DISABILITY INSURANCE	R	11/15/2023	1,222.32		104309		
	I-301202310184565	DISABILITY INSURANCE	R	11/15/2023	1,222.32		104309		2,647.67
0016		ASSOCIATED BANK							
	I-218202311144619	FF Welfare Fund Acct #80406116	R	11/17/2023	210.00		104310		210.00
7526		CITY OF DE PERE - FLEX							
	I-114202311144619	HEALTH CARE CONTRIBUTIONS	R	11/17/2023	3,007.54		104311		
	I-115202311144619	DEPENDENT CARE CONTRIBUTIONS	R	11/17/2023	384.60		104311		3,392.14
8187		WISCONSIN DEPT OF REVENUE							
	I-DOR202311144619	G N HENRIGILLIS LEVY PROCEEDS	R	11/17/2023	138.40		104312		138.40
0472		FOX COMMUNITIES CREDIT UNION							
	I-211202311144619	DE PERE POLICE EMPLOYEE DUES	R	11/17/2023	850.00		104313		850.00
7950		FOX COMMUNITIES CREDIT UNION							
	I-216202311144619	LOCAL 141 CHARITIES	R	11/17/2023	19.00		104314		19.00
0471		IAFF LOCAL 141 AFL-CIO CLC							
	I-210202311144619	IAFF LOCAL 141 EMPLOYEE DUES	R	11/17/2023	798.75		104315		798.75
4262		LIFE INSURANCE OF THE SOUTHWES							
	I-116202311144619	ALTERNATIVE FICA	R	11/17/2023	2,265.51		104316		2,265.51
8410		1ST CHOICE PEST CONTROL							
	I-32286	1ST CHOICE PEST CONTROL	R	11/21/2023	300.00		104317		
	I-32683	1ST CHOICE PEST CONTROL	R	11/21/2023	150.00		104317		450.00

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2412		ACCURATE ALIGNMENT AND FRAME S							
	I-2313875	ACCURATE ALIGNMENT AND FRAME S	R	11/21/2023	57.60		104318		57.60
1681		ADVANCE CONSTRUCTION INC							
	I-23-09 (2)	ADVANCE CONSTRUCTION INC	R	11/21/2023	28,321.31		104319		28,321.31
0302		AIRGAS USA INC							
	I-5502918785	AIRGAS USA INC	R	11/21/2023	292.63		104320		
	I-9143315512	AIRGAS USA INC	R	11/21/2023	225.85		104320		518.48
2982		ALL CITY COMMUNICATIONS INC							
	I-4699411-110123	ALL CITY COMMUNICATIONS INC	R	11/21/2023	98.00		104321		98.00
7873		AMERICAN CONSERVATION & BILLIN							
	I-16020	AMERICAN CONSERVATION & BILLIN	R	11/21/2023	1,042.00		104322		1,042.00
7507		DEBORAH ARMBRUSTER							
	I-202311154629	DEBORAH ARMBRUSTER	R	11/21/2023	26.33		104323		26.33
0442		BADGER LABORATORIES INC							
	I-23-53038008	BADGER LABORATORIES INC	R	11/21/2023	606.00		104324		606.00
0020		BADGERLAND PRINTING INC							
	I-40610	BADGERLAND PRINTING INC	R	11/21/2023	1,015.80		104325		1,015.80
0023		BATTERIES PLUS LLC							
	I-P66572056	BATTERIES PLUS LLC	R	11/21/2023	64.50		104326		
	I-P67023944	BATTERIES PLUS LLC	R	11/21/2023	309.25		104326		373.75
0027		BAY TOWEL INC							
	I-4582270	BAY TOWEL INC	R	11/21/2023	178.70		104327		
	I-4588446	BAY TOWEL INC	R	11/21/2023	116.00		104327		294.70
0028		BAY VERTE MACHINERY INC							
	I-505901-01	BAY VERTE MACHINERY INC	R	11/21/2023	8.56		104328		
	I-511079-00	BAY VERTE MACHINERY INC	R	11/21/2023	3,026.71		104328		3,035.27
8891		BAYCARE AURORA LLC							
	I-188-CI0000552	BAYCARE AURORA LLC	R	11/21/2023	34.14		104329		34.14
1315		BELLIN HEALTH							
	I-MB10766	BELLIN HEALTH	R	11/21/2023	15.42		104330		15.42

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1532		BOBCAT PLUS INC							
	I-RG24063	BOBCAT PLUS INC	R	11/21/2023	4,161.23		104331		4,161.23
3008		BOUND TREE MEDICAL LLC							
	I-85132406	BOUND TREE MEDICAL LLC	R	11/21/2023	22.36		104332		
	I-85136146	BOUND TREE MEDICAL LLC	R	11/21/2023	180.15		104332		202.51
0039		BROOKS TRACTOR INC							
	I-388383	BROOKS TRACTOR INC	R	11/21/2023	1,992.53		104333		1,992.53
0888		BROWN COUNTY HEALTH DEPT							
	I-2023-505	BROWN COUNTY HEALTH DEPT	R	11/21/2023	3,078.00		104334		3,078.00
2944		BROWN COUNTY JAIL							
	I-DEPERE 10.2023	BROWN COUNTY JAIL	R	11/21/2023	480.00		104335		480.00
0046		BROWN COUNTY PORT & RESOURCE R							
	I-55624	BROWN COUNTY PORT & RESOURCE R	R	11/21/2023	29,369.97		104336		29,369.97
0044		BROWN COUNTY REGISTER OF DEEDS							
	I-INVOICE_1444	BROWN COUNTY REGISTER OF DEEDS	R	11/21/2023	11.50		104337		11.50
2984		BROWN COUNTY TREASURER							
	I-2023-00000006 B	BROWN COUNTY TREASURER	R	11/21/2023	30.00		104338		
	I-2023-00000007	BROWN COUNTY TREASURER	R	11/21/2023	30.00		104338		
	I-2023-00000008	BROWN COUNTY TREASURER	R	11/21/2023	30.00		104338		
	I-2023-00000098	BROWN COUNTY TREASURER	R	11/21/2023	30.00		104338		120.00
7745		KELLY BURKE							
	I-202311154630	KELLY BURKE	R	11/21/2023	9.69		104339		9.69
0536		CDW GOVERNMENT INC							
	C-MW29055	CDW GOVERNMENT INC	R	11/21/2023	30.71CR		104340		
	I-MQ81929	CDW GOVERNMENT INC	R	11/21/2023	149.00		104340		
	I-MW85644	CDW GOVERNMENT INC	R	11/21/2023	2,300.00		104340		
	I-MW93905	CDW GOVERNMENT INC	R	11/21/2023	50,913.27		104340		53,331.56
8443		CINTAS							
	I-4171475621	CINTAS	R	11/21/2023	35.45		104341		
	I-4172192192	CINTAS	R	11/21/2023	35.45		104341		
	I-4173620617	CINTAS	R	11/21/2023	35.45		104341		106.35
2708		CLEANING SOLUTION SERVICES INC							
	I-23409	CLEANING SOLUTION SERVICES INC	R	11/21/2023	1,436.94		104342		
	I-23410	CLEANING SOLUTION SERVICES INC	R	11/21/2023	1,758.93		104342		
	I-23412	CLEANING SOLUTION SERVICES INC	R	11/21/2023	2,005.00		104342		5,200.87

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7639		CORE & MAIN LP							
	I-T921755	CORE & MAIN LP	R	11/21/2023	1,491.06		104343		1,491.06
8755		CR CANVAS SPECIALTIES INC							
	I-20048	CR CANVAS SPECIALTIES INC	R	11/21/2023	22.50		104344		22.50
2926		CROSBY HEAVY DUTY WRECKER SERV							
	I-66636	CROSBY HEAVY DUTY WRECKER SERV	R	11/21/2023	370.00		104345		370.00
7546		JASON CUMMINGS							
	I-202311154631	JASON CUMMINGS	R	11/21/2023	90.10		104346		90.10
8740		CUMMINS SALES AND SERVICE							
	I-F4-47827	CUMMINS SALES AND SERVICE	R	11/21/2023	1,237.71		104347		
	I-F4-48728	CUMMINS SALES AND SERVICE	R	11/21/2023	3,018.74		104347		4,256.45
9079		AMY DARNICK							
	I-202311154632	AMY DARNICK	R	11/21/2023	26.72		104348		26.72
0276		DE PERE HARDWARE							
	I-224324	DE PERE HARDWARE	R	11/21/2023	5.96		104349		
	I-224446	DE PERE HARDWARE	R	11/21/2023	18.47		104349		
	I-224460	DE PERE HARDWARE	R	11/21/2023	27.27		104349		
	I-224491	DE PERE HARDWARE	R	11/21/2023	11.95		104349		63.65
2624		DECKER SUPPLY CO							
	I-925823	DECKER SUPPLY CO	R	11/21/2023	2,407.50		104350		2,407.50
8790		DETECTACHEM INC							
	I-INV12770	DETECTACHEM INC	R	11/21/2023	226.32		104351		226.32
0075		DIGGERS HOTLINE INC							
	I-231 0 36401	DIGGERS HOTLINE INC	R	11/21/2023	1,053.24		104352		1,053.24
4915		ENVIROTECH EQUIPMENT CO, LLC							
	I-22-0021050	ENVIROTECH EQUIPMENT CO, LLC	R	11/21/2023	1,015.57		104353		1,015.57
0086		ERC INC							
	I-ERC-1123-1002	ERC INC	R	11/21/2023	589.76		104354		589.76
6497		FIRE SAFETY USA INC							
	I-178802	FIRE SAFETY USA INC	R	11/21/2023	570.00		104355		570.00

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0200		FIRST SUPPLY LLC							
	I-13933520-00	FIRST SUPPLY LLC	R	11/21/2023	29.43		104356		
	I-13934011-00	FIRST SUPPLY LLC	R	11/21/2023	95.25		104356		
	I-13934048-00	FIRST SUPPLY LLC	R	11/21/2023	99.00		104356		223.68
0098		FLY ME FLAG CO INC							
	I-9913	FLY ME FLAG CO INC	R	11/21/2023	340.00		104357		340.00
5012		FORD MOTOR CREDIT DEPT 43401							
	I-1776053	FORD MOTOR CREDIT DEPT 43401	R	11/21/2023	81,153.52		104358		81,153.52
0835		FOSTER COACH SALES INC							
	I-26609	FOSTER COACH SALES INC	R	11/21/2023	42.26		104359		42.26
1068		FOX VALLEY TRUCK & BODY INC							
	I-80144	FOX VALLEY TRUCK & BODY INC	R	11/21/2023	7,193.40		104360		7,193.40
4176		FRANK'S RADIO SERVICE INC							
	I-124158	FRANK'S RADIO SERVICE INC	R	11/21/2023	88.92		104361		88.92
7767		FREEDOM OVERHEAD DOORS							
	I-50328	FREEDOM OVERHEAD DOORS	R	11/21/2023	355.00		104362		355.00
0562		GALLS LLC							
	I-25904404	GALLS LLC	R	11/21/2023	176.99		104363		176.99
8802		GFC LEASING - WI							
	I-I00867736	GFC LEASING - WI	R	11/21/2023	198.74		104364		198.74
9099		GISJOBS.COM LLC							
	I-11532	GISJOBS.COM LLC	R	11/21/2023	50.00		104365		50.00
8011		GOVERNMENTJOBS.COM INC							
	I-INV-36626	GOVERNMENTJOBS.COM INC	R	11/21/2023	394.86		104366		
	I-INV-36847	GOVERNMENTJOBS.COM INC	R	11/21/2023	7,545.84		104366		7,940.70
0116		GRAINGER INC							
	I-9882120901	GRAINGER INC	R	11/21/2023	76.00		104367		76.00
0117		GRAYBAR ELECTRIC COMPANY INC							
	I-9334712772	GRAYBAR ELECTRIC COMPANY INC	R	11/21/2023	111.71		104368		111.71
0124		GREEN BAY CITY TREASURER							
	I-179616	GREEN BAY CITY TREASURER	R	11/21/2023	36,699.50		104369		36,699.50

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9045		GROWYOURCAPTAINS.COM LLC							
	I-1441	GROWYOURCAPTAINS.COM LLC	R	11/21/2023	2,500.00		104370		2,500.00
6023		EUGENE HACKBARTH							
	I-202311154633	EUGENE HACKBARTH	R	11/21/2023	436.04		104371		436.04
0446		HAWKINS INC							
	I-6612201	HAWKINS INC	R	11/21/2023	5,398.36		104372		5,398.36
7919		HOW LANDSCAPING							
	I-5097	HOW LANDSCAPING	R	11/21/2023	3,850.00		104373		3,850.00
1252		HURCKMAN MECHANICAL INDUSTRIES							
	I-C002958	HURCKMAN MECHANICAL INDUSTRIES	R	11/21/2023	950.00		104374		
	I-C002959	HURCKMAN MECHANICAL INDUSTRIES	R	11/21/2023	872.50		104374		
	I-C002960	HURCKMAN MECHANICAL INDUSTRIES	R	11/21/2023	1,885.00		104374		
	I-C002962	HURCKMAN MECHANICAL INDUSTRIES	R	11/21/2023	1,463.50		104374		
	I-C002963	HURCKMAN MECHANICAL INDUSTRIES	R	11/21/2023	572.00		104374		
	I-C002964	HURCKMAN MECHANICAL INDUSTRIES	R	11/21/2023	1,792.50		104374		
	I-C002967	HURCKMAN MECHANICAL INDUSTRIES	R	11/21/2023	1,335.00		104374		8,870.50
5484		HYDROCORP INC							
	I-74691-IN	HYDROCORP INC	R	11/21/2023	2,968.00		104375		2,968.00
7069		IEI GENERAL CONTRACTORS INC.							
	I-23-20 (1)	IEI GENERAL CONTRACTORS INC.	R	11/21/2023	61,024.03		104376		61,024.03
1399		INDOFF INC							
	I-3688295	INDOFF INC	R	11/21/2023	251.79		104377		
	I-3690356	INDOFF INC	R	11/21/2023	24.98		104377		276.77
8355		DANIELLE JAUQUET							
	I-202311154634	DANIELLE JAUQUET	R	11/21/2023	58.00		104378		
	I-202311154635	DANIELLE JAUQUET	R	11/21/2023	311.78		104378		369.78
6688		KIM JOHNSON							
	I-202311154636	KIM JOHNSON	R	11/21/2023	53.82		104379		53.82
8364		JOHNSTONE SUPPLY							
	I-6074058	JOHNSTONE SUPPLY	R	11/21/2023	148.52		104380		
	I-6074157	JOHNSTONE SUPPLY	R	11/21/2023	52.34		104380		
	I-6075134	JOHNSTONE SUPPLY	R	11/21/2023	32.72		104380		233.58

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1276		JX ENTERPRISES INC							
	I-14279754P	JX ENTERPRISES INC	R	11/21/2023	160.98		104381		
	I-14279773P	JX ENTERPRISES INC	R	11/21/2023	73.99		104381		
	I-14279778P	JX ENTERPRISES INC	R	11/21/2023	19.55		104381		
	I-14281171P	JX ENTERPRISES INC	R	11/21/2023	105.00		104381		
	I-14281317P	JX ENTERPRISES INC	R	11/21/2023	37.98		104381		
	I-14281925P	JX ENTERPRISES INC	R	11/21/2023	99.99		104381		
	I-14281936P	JX ENTERPRISES INC	R	11/21/2023	99.99		104381		
	I-14282456P	JX ENTERPRISES INC	R	11/21/2023	439.18		104381		1,036.66
4584		KRUCZEK CONST INC							
	I-202311154637	KRUCZEK CONST INC	R	11/21/2023	4,690.50		104382		
	I-202311154638	KRUCZEK CONST INC	R	11/21/2023	11,896.25		104382		
	I-202311154639	KRUCZEK CONST INC	R	11/21/2023	9,236.25		104382		
	I-202311154640	KRUCZEK CONST INC	R	11/21/2023	9,633.75		104382		
	I-202311154641	KRUCZEK CONST INC	R	11/21/2023	9,986.00		104382		
	I-202311154642	KRUCZEK CONST INC	R	11/21/2023	7,905.00		104382		53,347.75
7884		CHASE KUFFEL							
	I-202311154643	CHASE KUFFEL	R	11/21/2023	180.00		104383		180.00
3140		KUNDINGER FLUID POWER INC							
	I-50763988	KUNDINGER FLUID POWER INC	R	11/21/2023	66.51		104384		66.51
7523		KURZ INDUSTRIAL SOLUTIONS							
	I-INV53732	KURZ INDUSTRIAL SOLUTIONS	R	11/21/2023	355.00		104385		355.00
0159		LEXIS NEXIS INC							
	I-3094761749	LEXIS NEXIS INC	R	11/21/2023	338.00		104386		338.00
0160		LIZER LAWN CARE & IRRIGATION							
	I-152858	LIZER LAWN CARE & IRRIGATION	R	11/21/2023	37.50		104387		37.50
4233		LTL SUPPLY INC							
	I-INV0070908	LTL SUPPLY INC	R	11/21/2023	154.77		104388		154.77
7446		MACQUEEN EQUIPMENT							
	I-P31374	MACQUEEN EQUIPMENT	R	11/21/2023	771.25		104389		
	I-P31538	MACQUEEN EQUIPMENT	R	11/21/2023	146.82		104389		918.07
4254		MEACHAM NURSERY							
	I-IV23-8855	MEACHAM NURSERY	R	11/21/2023	5,296.70		104390		5,296.70

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0173		MENARDS INC							
	I-22399	MENARDS INC	R	11/21/2023	18.28		104391		
	I-22620	MENARDS INC	R	11/21/2023	65.88		104391		
	I-22654	MENARDS INC	R	11/21/2023	14.66		104391		
	I-22747	MENARDS INC	R	11/21/2023	13.99		104391		
	I-22844	MENARDS INC	R	11/21/2023	16.80		104391		
	I-22847	MENARDS INC	R	11/21/2023	12.67		104391		
	I-22867	MENARDS INC	R	11/21/2023	25.14		104391		
	I-22922	MENARDS INC	R	11/21/2023	40.27		104391		
	I-22986	MENARDS INC	R	11/21/2023	23.90		104391		
	I-23003	MENARDS INC	R	11/21/2023	13.70		104391		
	I-23101	MENARDS INC	R	11/21/2023	104.68		104391		
	I-23181	MENARDS INC	R	11/21/2023	19.10		104391		
	I-23211	MENARDS INC	R	11/21/2023	492.83		104391		
	I-23212	MENARDS INC	R	11/21/2023	306.42		104391		
	I-23224	MENARDS INC	R	11/21/2023	45.94		104391		
	I-23243	MENARDS INC	R	11/21/2023	19.24		104391		
	I-23265	MENARDS INC	R	11/21/2023	62.34		104391		
	I-23336	MENARDS INC	R	11/21/2023	14.49		104391		
	I-23430	MENARDS INC	R	11/21/2023	562.09		104391		
	I-23433	MENARDS INC	R	11/21/2023	60.90		104391		
	I-23441	MENARDS INC	R	11/21/2023	44.63		104391		
	I-23490	MENARDS INC	R	11/21/2023	1.97		104391		1,979.92
8984		MIDWEST PLAYSCAPES INC							
	I-10338	MIDWEST PLAYSCAPES INC	R	11/21/2023	778.92		104393		778.92
0180		MONROE TRUCK EQUIPMENT INC							
	I-31287	MONROE TRUCK EQUIPMENT INC	R	11/21/2023	415.93		104394		
	I-850461	MONROE TRUCK EQUIPMENT INC	R	11/21/2023	76.04		104394		
	I-850754	MONROE TRUCK EQUIPMENT INC	R	11/21/2023	49.30		104394		541.27
8431		MULTI MEDIA CHANNELS LLC							
	I-77596	MULTI MEDIA CHANNELS LLC	R	11/21/2023	665.39		104395		
	I-79901	MULTI MEDIA CHANNELS LLC	R	11/21/2023	278.56		104395		
	I-IN160420	MULTI MEDIA CHANNELS LLC	R	11/21/2023	97.49		104395		
	I-IN163110	MULTI MEDIA CHANNELS LLC	R	11/21/2023	78.15		104395		
	I-IN61748	MULTI MEDIA CHANNELS LLC	R	11/21/2023	99.93		104395		
	I-IN61749	MULTI MEDIA CHANNELS LLC	R	11/21/2023	76.22		104395		1,295.74
3191		NCI							
	I-AR31143	NCI	R	11/21/2023	52.90		104396		52.90

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7129		NELSON TACTICAL							
	I-3577	NELSON TACTICAL	R	11/21/2023	107.92		104397		107.92
0531		NORTHEAST AUTO PARTS INC							
	C-400107	NORTHEAST AUTO PARTS INC	R	11/21/2023	16.64CR		104398		
	I-399286	NORTHEAST AUTO PARTS INC	R	11/21/2023	9.31		104398		
	I-399287	NORTHEAST AUTO PARTS INC	R	11/21/2023	10.43		104398		
	I-399288	NORTHEAST AUTO PARTS INC	R	11/21/2023	13.85		104398		
	I-399289	NORTHEAST AUTO PARTS INC	R	11/21/2023	20.77		104398		
	I-399290	NORTHEAST AUTO PARTS INC	R	11/21/2023	36.96		104398		
	I-399291	NORTHEAST AUTO PARTS INC	R	11/21/2023	29.09		104398		
	I-399292	NORTHEAST AUTO PARTS INC	R	11/21/2023	42.75		104398		
	I-399293	NORTHEAST AUTO PARTS INC	R	11/21/2023	21.28		104398		
	I-399294	NORTHEAST AUTO PARTS INC	R	11/21/2023	9.17		104398		
	I-399295	NORTHEAST AUTO PARTS INC	R	11/21/2023	8.78		104398		
	I-399296	NORTHEAST AUTO PARTS INC	R	11/21/2023	106.24		104398		
	I-399298	NORTHEAST AUTO PARTS INC	R	11/21/2023	165.94		104398		
	I-399299	NORTHEAST AUTO PARTS INC	R	11/21/2023	7.93		104398		
	I-399300	NORTHEAST AUTO PARTS INC	R	11/21/2023	10.65		104398		
	I-399301	NORTHEAST AUTO PARTS INC	R	11/21/2023	7.10		104398		
	I-399302	NORTHEAST AUTO PARTS INC	R	11/21/2023	3.55		104398		
	I-399330	NORTHEAST AUTO PARTS INC	R	11/21/2023	12.44		104398		
	I-399331	NORTHEAST AUTO PARTS INC	R	11/21/2023	84.15		104398		
	I-399332	NORTHEAST AUTO PARTS INC	R	11/21/2023	48.44		104398		
	I-399516	NORTHEAST AUTO PARTS INC	R	11/21/2023	204.99		104398		
	I-399605	NORTHEAST AUTO PARTS INC	R	11/21/2023	83.64		104398		
	I-399651	NORTHEAST AUTO PARTS INC	R	11/21/2023	36.12		104398		
	I-399793	NORTHEAST AUTO PARTS INC	R	11/21/2023	108.88		104398		
	I-399808	NORTHEAST AUTO PARTS INC	R	11/21/2023	9.85		104398		
	I-399826	NORTHEAST AUTO PARTS INC	R	11/21/2023	115.73		104398		
	I-399918	NORTHEAST AUTO PARTS INC	R	11/21/2023	180.49		104398		
	I-399920	NORTHEAST AUTO PARTS INC	R	11/21/2023	41.12		104398		
	I-399924	NORTHEAST AUTO PARTS INC	R	11/21/2023	11.15		104398		
	I-399926	NORTHEAST AUTO PARTS INC	R	11/21/2023	16.64		104398		
	I-399927	NORTHEAST AUTO PARTS INC	R	11/21/2023	44.49		104398		
	I-399959	NORTHEAST AUTO PARTS INC	R	11/21/2023	13.00		104398		
	I-399966	NORTHEAST AUTO PARTS INC	R	11/21/2023	8.83		104398		
	I-400025	NORTHEAST AUTO PARTS INC	R	11/21/2023	121.80		104398		
	I-400069	NORTHEAST AUTO PARTS INC	R	11/21/2023	19.99		104398		
	I-400135	NORTHEAST AUTO PARTS INC	R	11/21/2023	26.99		104398		
	I-400142	NORTHEAST AUTO PARTS INC	R	11/21/2023	25.49		104398		
	I-400213	NORTHEAST AUTO PARTS INC	R	11/21/2023	21.57		104398		
	I-400236	NORTHEAST AUTO PARTS INC	R	11/21/2023	37.62		104398		
	I-400341	NORTHEAST AUTO PARTS INC	R	11/21/2023	26.12		104398		
	I-400381	NORTHEAST AUTO PARTS INC	R	11/21/2023	113.16		104398		
	I-400504	NORTHEAST AUTO PARTS INC	R	11/21/2023	10.63		104398		
	I-400535	NORTHEAST AUTO PARTS INC	R	11/21/2023	29.98		104398		
	I-400633	NORTHEAST AUTO PARTS INC	R	11/21/2023	19.29		104398		

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	I-400660	NORTHEAST AUTO PARTS INC	R	11/21/2023	49.97		104398		
	I-400731	NORTHEAST AUTO PARTS INC	R	11/21/2023	38.58		104398		
	I-400781	NORTHEAST AUTO PARTS INC	R	11/21/2023	81.18		104398		
	I-400825	NORTHEAST AUTO PARTS INC	R	11/21/2023	20.96		104398		
	I-401076	NORTHEAST AUTO PARTS INC	R	11/21/2023	33.99		104398		
	I-401081	NORTHEAST AUTO PARTS INC	R	11/21/2023	6.83		104398		
	I-401141	NORTHEAST AUTO PARTS INC	R	11/21/2023	377.98		104398		
	I-401206	NORTHEAST AUTO PARTS INC	R	11/21/2023	28.76		104398		
	I-401241	NORTHEAST AUTO PARTS INC	R	11/21/2023	18.57		104398		
	I-401242	NORTHEAST AUTO PARTS INC	R	11/21/2023	53.06		104398		
	I-401243	NORTHEAST AUTO PARTS INC	R	11/21/2023	27.54		104398		
	I-401244	NORTHEAST AUTO PARTS INC	R	11/21/2023	46.96		104398		
	I-401247	NORTHEAST AUTO PARTS INC	R	11/21/2023	14.10		104398		
	I-401248	NORTHEAST AUTO PARTS INC	R	11/21/2023	47.04		104398		
	I-401249	NORTHEAST AUTO PARTS INC	R	11/21/2023	9.85		104398		
	I-401250	NORTHEAST AUTO PARTS INC	R	11/21/2023	17.69		104398		
	I-401251	NORTHEAST AUTO PARTS INC	R	11/21/2023	26.80		104398		
	I-401253	NORTHEAST AUTO PARTS INC	R	11/21/2023	121.80		104398		2,981.42
4245		NOVER ENGELSTEIN & ASSOC, INC.							
	I-23-0303	NOVER ENGELSTEIN & ASSOC, INC.	R	11/21/2023	630.00		104404		630.00
5222		P J KORTENS & CO INC							
	I-10024604	P J KORTENS & CO INC	R	11/21/2023	3,169.94		104405		3,169.94
0197		PACKER CITY INTL TRUCKS INC							
	I-X101182133:01	PACKER CITY INTL TRUCKS INC	R	11/21/2023	189.98		104406		
	I-X101182139:01	PACKER CITY INTL TRUCKS INC	R	11/21/2023	86.76		104406		
	I-X101182175:01	PACKER CITY INTL TRUCKS INC	R	11/21/2023	2.32		104406		
	I-X101182177:01	PACKER CITY INTL TRUCKS INC	R	11/21/2023	27.84		104406		
	I-X101182228:01	PACKER CITY INTL TRUCKS INC	R	11/21/2023	142.77		104406		449.67
1331		PACKER FASTENER & SUPPLY INC							
	I-IN53491	PACKER FASTENER & SUPPLY INC	R	11/21/2023	30.37		104407		
	I-IN54841	PACKER FASTENER & SUPPLY INC	R	11/21/2023	3.67		104407		
	I-IN54935	PACKER FASTENER & SUPPLY INC	R	11/21/2023	52.56		104407		
	I-IN57802	PACKER FASTENER & SUPPLY INC	R	11/21/2023	4.21		104407		
	I-IN60754	PACKER FASTENER & SUPPLY INC	R	11/21/2023	60.16		104407		
	I-IN60988	PACKER FASTENER & SUPPLY INC	R	11/21/2023	15.04		104407		
	I-IN61530	PACKER FASTENER & SUPPLY INC	R	11/21/2023	26.15		104407		
	I-IN62130	PACKER FASTENER & SUPPLY INC	R	11/21/2023	27.18		104407		
	I-IN63501	PACKER FASTENER & SUPPLY INC	R	11/21/2023	45.08		104407		264.42

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1631		JOEL PANSIER							
	I-202311164644	JOEL PANSIER	R	11/21/2023	81.99		104408		81.99
0208		POMP'S TIRE SERVICE INC							
	I-90087499	POMP'S TIRE SERVICE INC	R	11/21/2023	502.53		104409		502.53
1246		PREVEA HEALTH							
	I-146294	PREVEA HEALTH	R	11/21/2023	208.00		104410		208.00
7923		QUEST DIAGNOSTICS							
	I-1480066	QUEST DIAGNOSTICS	R	11/21/2023	274.05		104411		274.05
9012		QUICKSCORES LLC							
	I-232435	QUICKSCORES LLC	R	11/21/2023	266.00		104412		266.00
6948		RAY'S TIRE							
	I-1032120	RAY'S TIRE	R	11/21/2023	2,538.00		104413		
	I-1032538	RAY'S TIRE	R	11/21/2023	1,512.00		104413		
	I-1032550	RAY'S TIRE	R	11/21/2023	3,616.00		104413		
	I-1032759	RAY'S TIRE	R	11/21/2023	2,484.00		104413		10,150.00
0222		RNOW INC							
	I-2023-66441 B	RNOW INC	R	11/21/2023	2,984.38		104414		2,984.38
0158		ROBERT E LEE & ASSOCIATES INC							
	I-85194	ROBERT E LEE & ASSOCIATES INC	R	11/21/2023	7,574.53		104415		7,574.53
0235		SAINT VINCENT HOSPITAL							
	I-3659	SAINT VINCENT HOSPITAL	R	11/21/2023	25.62		104416		25.62
3545		SHORT ELLIOTT HENDRICKSON INC							
	I-455970	SHORT ELLIOTT HENDRICKSON INC	R	11/21/2023	2,709.86		104417		2,709.86
0252		SOUTHSIDE TIRE CO INC							
	I-10308307	SOUTHSIDE TIRE CO INC	R	11/21/2023	195.75		104418		195.75
7714		STORMWIND LLC							
	I-53249	STORMWIND LLC	R	11/21/2023	1,680.00		104419		1,680.00
0262		TEMPERATURE SYSTEMS INC							
	I-3365988-00	TEMPERATURE SYSTEMS INC	R	11/21/2023	168.03		104420		168.03
4499		TRAFFIC CONTROL CORP							
	I-147238	TRAFFIC CONTROL CORP	R	11/21/2023	1,725.00		104421		
	I-147309	TRAFFIC CONTROL CORP	R	11/21/2023	19,992.00		104421		21,717.00

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0268		TRUCK EQUIPMENT INC							
	I-1072030-00	TRUCK EQUIPMENT INC	R	11/21/2023	47.25		104422		
	I-1072427-00	TRUCK EQUIPMENT INC	R	11/21/2023	138.58		104422		185.83
8246		ULTIMATE SAFETY CONCEPTS INC							
	I-208155	ULTIMATE SAFETY CONCEPTS INC	R	11/21/2023	319.99		104423		319.99
0277		VAN'S FIRE & SAFETY INC							
	I-C809869	VAN'S FIRE & SAFETY INC	R	11/21/2023	140.68		104424		140.68
7210		VANDEN PLAS PORTABLE SOLUTIONS							
	I-I12904	VANDEN PLAS PORTABLE SOLUTIONS	R	11/21/2023	295.00		104425		295.00
3707		VIKING ELECTRIC SUPPLY							
	I-S007431530.001	VIKING ELECTRIC SUPPLY	R	11/21/2023	169.92		104426		
	I-S007500477.001	VIKING ELECTRIC SUPPLY	R	11/21/2023	342.35		104426		512.27
1798		VILLA REAL							
	I-LC-1-52288	VILLA REAL	R	11/21/2023	45.00		104427		45.00
2645		WI DEPT OF JUSTICE							
	I-202311164645	WI DEPT OF JUSTICE	R	11/21/2023	21.00		104428		21.00
0294		WI DEPT OF TRANSPORTATION BBS							
	I-395-0000328515	WI DEPT OF TRANSPORTATION BBS	R	11/21/2023	9,902.77		104429		9,902.77
6860		WITMER PUBLIC SAFETY GROUP							
	I-INV337738	WITMER PUBLIC SAFETY GROUP	R	11/21/2023	148.41		104430		148.41

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	139			1,565,463.92	0.00	1,565,463.92
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	6			317,197.22	0.00	317,197.22
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	145	1,882,661.14	0.00	1,882,661.14
BANK: AP TOTALS:	145	1,882,661.14	0.00	1,882,661.14
REPORT TOTALS:	145	1,882,661.14	0.00	1,882,661.14

SELECTION CRITERIA

VENDOR SET: 01-CITY OF DEPERE, WI
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 11/08/2023 THRU 11/21/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 21, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**