Common Council

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

Regular Meeting

Agenda

Tuesday, November 19, 2019 | **7:30 PM** | **De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **November 19, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

I. Call to Order

1. Roll Call

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the November 5, 2019 Common Council Meeting.

4. Public Hearing on the proposed Budget for calendar year 2020.

   A. Presentation of 2020 Budget.

   B. Notice of Public Hearing.

   C. Approval of proposed 2020 Budget.

   D. Resolution #19-119 Adoption of Tax Levy for City Purposes to Support the 2020 City Budget.

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

6. Recommendation from the Finance & Personnel Committee to accept a donation from Ogan Restaurant, LLC in the amount of $1,000 to the Fire Department.

7. Recommendation from the Board of Public Works to approve the purchase of a Bobcat Toolcat in the amount of $59,767 from the 2019 general fund and storm water utility budgets

8. Recommendation from the License Committee for an Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Artless Bastard, LLC, DBA Artless Bastard, 353 Main Ave., Agent: Alexis Arnold, Green Bay, WI.

9. Ordinance #19-23 Revising Chapter 106 De Pere Municipal Code Regarding Licenses and Permits. (Permit Suspension/Revocations and Special Event Permits)

10. Ordinance #19-24 Creating Section 106-6(b)(2)(D) De Pere Municipal Code Regard Parklet and Pedlet Permits.

11. Resolution #19-120 Regarding Special Event Fees.

12. Resolution #19-121 Authorizing Consultant Agreement with Baird for TIDs 12, 15 and 16.

    A. TID #12 Boundary Amendment.

B. Creation of TID #15.

C. Creation of TID #16.

13. Resolution #19-122 Authorizing Consultant Agreement with CliftonLarsonAllen LLP (Sewer Utility Rate Study).

14. Resolution #19-123 Authorizing Master Service Agreement with Brown County C-LEC, LLC (Voice Carrier Services).

15. Resolution #19-124 Authorizing Submission of Wisconsin Department of Transportation Surface Transportation Urban Program Grant Application for Lawrence Drive Reconstruction.

16. Resolution #19-125 Authorizing Agreement for Consulting Services Between the City of De Pere and Midwest Design Solutions, LLC (City Hall Complex Backup Generator Design and Construction Management).

17. Resolution #19-126 Authorizing Agreement for Contractor Services Between the City of De Pere and Curb 'n Decor LLC (Nicolet Alley Snow Removal).

18. Operator license applications.

19. Voucher approval.

20. Future agenda items.

21. Adjournment.

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Harland Matthews, Midwest Design Solutions
Curb ‘n Décor, LLC
Mary Alexis Pfutzenreuter
Ron Manning
Tina Quigley, Definitely De Pere
Justin Fischer, Baird
Brian Ruechel, Baird
Alexis Arnold, artless Bastard

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the November 5, 2019 Common Council Meeting.**

ATTACHMENTS:

- 11-5-19 Common Council Minutes_Draft (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, November 5, 2019 **7:30 PM** **De Pere City Hall Council Chambers**

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

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

2. Pledge of Allegiance to the Flag.

The Pledge of Allegiance was led by members of Boy Scout Troop 1043: Kevin Rafferty, Conor Beckett, Blake Cornell, and Axel Wittmaack.

3. Approval of the minutes of the October 15, 2019 Common Council meeting.

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

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

Alderperson Hansen announced that there were ribbon cutting ceremonies today for three new businesses at 115-117 N Wisconsin - XO Fitness celebrating its new location, as well as Covet Boutique and God's Purpose Apparel.

5. Recommendation from the Board of Park Commissioners to Accept $500 Donation from Nicolet National Bank for Community Center Flooring Project.

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Boyd, Carpenter, Jennings, Kundinger, Nelson, Raasch
ABSTAIN:	Jonathon Hansen
EXCUSED:	Scott Crevier

6. Recommendation from the Board of Park Commissioners to Approve Repair to the Dehumidification System Coil at the De Pere Ice Arena and to use Reallocated Funds from the Paving Project at Southwest Park and the Remainder from Reserves.

Attachment: 11-5-19 Common Council Minutes_Draft (8922 : Approval of the minutes of the November 5, 2019 Common Council Meeting.)

City Administrator Larry Delo reported that the final cost of the repair is unknown at this time; staff is still waiting for a third estimate. Discussion followed regarding funding sources.

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

7. Resolution #19-118 Authorizing Amendment to Agreement Between the City of De Pere and Irwin School Development, LLC (428 North Superior Street; Parcel ED-477).

Development Services Director Kim Flom answered questions about the timing of the Tax Increment District and the development schedule. Alderperson Raasch moved, seconded by Alderperson Nelson to open the meeting. Upon vote, motion carried unanimously. Anuj Rastogi with Milwaukee View, LLC explained that the developer is in the process of completing their financing, and should know by the end of this month when they will be able to break ground on the project. He estimates that they should be able to start by early January. Mr. Rastogi explained that they plan to start with demolition work inside the historic building, and six of the townhomes. The second phase of the project will be the other six townhomes, and finishing the condos in the school building. Alderperson Nelson moved, seconded by Alderperson Boyd to close the meeting. Upon vote, motion carried unanimously.

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

8. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Previously Tabled Application #1. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Hansen to deny Previously Tabled Application #2 for improper application completion and failure to appear before the License Committee when requested. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Carpenter to approve New Operator Applications #3-10. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Hansen to table New Operator Applications #11-16. Upon vote, motion carried unanimously.

9. Voucher approval.

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

10. Future agenda items.

None.

Attachment: 11-5-19 Common Council Minutes_Draft (8922 : Approval of the minutes of the November 5, 2019 Common Council Meeting.)

11. Consideration and Possible Action on the Purchase of Property for Public Purpose.

Alderperson Nelson moved, seconded by Alderperson Raasch to close the meeting at 7:42 PM. Upon vote, motion carried unanimously.
Alderperson Carpenter moved, seconded by Alderperson Nelson to open the meeting at 7:56 PM.

12. Adjournment.

Alderperson Carpenter moved, seconded by Alderperson Hansen to adjourn the meeting at 7:57 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

Attachment: 11-5-19 Common Council Minutes_Draft (8922 : Approval of the minutes of the November 5, 2019 Common Council Meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**D. Resolution #19-119 Adoption of Tax Levy for City Purposes to Support the 2020 City Budget.**

The budget document can be found at the following link:
https://www.de-pere.org/egov/documents/1573068751_1913.pdf

ATTACHMENTS:

- Reso19-119 (DOCX)
- 2020 Budget Hearing Publication - 11-04-19 (PDF)

RESOLUTION #19-119

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2020 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2020 City Budget; and

WHEREAS, a public hearing regarding proposed 2020 City Budget was held on November 19, 2019; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2020 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

> That the De Pere Common Council hereby approves the 2020 Budget as presented; further the Common Council adopts a total 2019 property tax levy to support the City's 2020 Budget and that this levy be further apportioned according to the following: General Fund ($8,146,890); Debt Service ($3,813,192); Capital Projects ($1,742,276); and Local Levy TID Districts ($1,090,687).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-119 (8925 : Resolution #19-119 Adoption of Tax Levy for City Purposes to Support the 2020 City Budget)

2020 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 2020 on Tuesday, November 19, 2019, commencing at 7:30 p.m. in the Council Chambers of The De Pere City Hall, 335 S. Broadway St., De Pere, Wisconsin. Notice is hereby given that the details of the proposed Budget will be on file in the Clerk-Treasurer's office in City Hall beginning on November 4th, 2019 and will be open for public inspection during regular office hours. A summary of the proposed budget is published herewith.

Dated this 4th day of November, 2019
Carey Danen - City Clerk- City of De Pere, Wisconsin

GENERAL FUND	2018 ACTUAL	2019 ESTIMATED	2019 ADOPTED BUDGET	2020 PROPOSED BUDGET	PERCENT CHANGE
REVENUES					
Taxes (other than property)	$558,280	$539,820	$527,920	$544,820	
Public Improvements	$14,511	$20,000	$20,000	$20,000	
Intergovernmental	$3,190,064	$3,299,612	$3,247,118	$3,481,336	
Licenses and Permits	$633,041	$666,928	$644,872	$678,650	
Fines, Forfeitures & Penalties	$404,014	$390,000	$390,000	$415,000	
Public Charges for Services	$1,658,600	$1,702,014	$1,710,099	$1,725,126	
Intergovernmental Charges for Services	$1,086,870	$1,213,120	$1,213,080	$1,219,210	
Miscellaneous	$264,547	$588,420	$355,500	$617,020	
Fund Balance Applied	$0	$0	$84,000	$0	
Transfers from Other Funds	$1,311,400	$1,311,400	$1,311,400	$1,311,400	
TOTAL GENERAL FUND REVENUES	**$9,121,327**	**$9,731,314**	**$9,503,989**	**$10,012,562**	**5.35%**
EXPENDITURES					
General Government	$1,543,278	$1,685,707	$1,691,289	$1,834,957	
Other General Government	$278,670	$304,927	$304,531	$317,966	
Public Safety	$8,867,592	$9,281,231	$9,546,139	$9,699,182	
Public Works	$2,007,321	$2,216,177	$2,166,115	$2,241,834	
Solid Waste & Recycling	$733,009	$631,814	$627,633	$642,304	
Health & Social Services	$488,618	$469,573	$545,337	$554,389	

Attachment: 2020 Budget Hearing Publication - 11-04-19 (8925 : Resolution #19-119 Adoption of Tax Levy for City Purposes to Support the 2020

Culture, Recreation & Education	$2,067,438	$2,134,307	$2,173,537	$2,262,993	
Conservation & Development	$452,951	$316,860	$320,388	$332,213	
Capital Outlay	$736,534	$452,073	$331,567	$273,614	
Contingency Fund	$0	$0	$0	$0	
Transfer to Other Funds	$167,118	$30,033	$0	$0	
TOTAL GENERAL EXPENDITURES	**$17,342,529**	**$17,522,702**	**$17,706,536**	**$18,159,452**	**2.56%**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	($8,221,202)	($7,791,388)	($8,202,547)	($8,146,890)	**-0.68%**
General Fund Property Tax Levy	$8,173,457	$8,200,397	$8,202,547	$8,146,890	**-0.68%**
GENERAL FUND SURPLUS (DEFICIT)	($47,745)	$409,009	$0	$0	
SPECIAL REVENUE FUNDS					
Revenues	$257,311	$204,042	$235,000	$168,622	-28.25%
Expenditures	($164,952)	($142,805)	($176,833)	($150,921)	-14.65%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$92,359	$61,237	$58,167	$17,701	69.57%
SPECIAL REVENUE FUND PROPERTY TAX	$0	$0	$0	$0	
SPECIAL REVENUE FUND SURPLUS (DEFICIT)	$92,359	$61,237	$58,167	$17,701	
DEBT SERVICE FUND					
Revenues	$3,738,690	$3,609,720	$3,609,720	$3,611,796	0.06%
Expenditures	($7,301,994)	($7,339,970)	($7,339,970)	($7,424,988)	1.16%
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	($3,563,304)	($3,730,250)	($3,730,250)	($3,813,192)	2.22%
Debt Service Fund Property Tax Levy	$2,286,357	$3,730,250	$3,730,250	$3,813,192	**2.22%**
Debt Service Fund Surplus (Deficit)	($1,276,947)	$0	$0	$0	

Attachment: 2020 Budget Hearing Publication - 11-04-19 (8925 : Resolution #19-119 Adoption of Tax Levy for City Purposes to Support the 2020

CAPITAL PROJECTS FUNDS

Revenues	$2,807,013	$6,945,369	$6,945,369	$10,822,988	55.83%
Expenditures	($5,007,985)	($8,687,645)	($8,687,645)	($12,565,264)	44.63%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	($2,200,972)	($1,742,276)	($1,742,276)	($1,742,276)	**0.00%**
CAPITAL PROJECTS FUNDS PROPERTY TAX LEVY	$1,741,276	$1,741,276	$1,742,276	$1,742,276	0.00%
CAPITAL PROJECTS SURPLUS (DEFICIT)	($459,696)	($1,000)	$0	$0	

FUND BALANCES

	General Fund	Special Revenue	Debt Service	Capital Projects	Proprietary Funds
Actual as of January 1, 2019	$7,548,257	$1,000,504	$1,506,754	$226,905	$55,060,371
Projected December 31, 2019	$7,957,266	$1,123,158	$1,258,366	$226,905	$54,953,510

CITY PROPERTY TAX LEVY

	2018	2019	2020	Percent Change
General Fund	$8,173,457	$8,202,547	$8,146,890	-0.68%
Debt Service Fund	$2,286,357	$3,730,250	$3,813,192	2.22%
Capital Projects Fund	$1,742,276	$1,742,276	$1,742,276	0.00%
TOTAL TAX LEVY	**$12,202,090**	**$13,675,073**	**$13,702,358**	**0.20%**

CITY TAX RATES

(PER $1,000 ASSESSED VALUE)	**$6.72**	**$7.07**	**$6.76**	**-4.48%**
(PER $1,000 EQUALIZED VALUE)	**$6.40**	**$6.94**	**$6.69**	**-3.61%**

	2018 ACTUAL	2019 ESTIMATED	2019 ADOPTED BUDGET	2020 PROPOSED	Percent Change
LOCAL LEVY TAX INCREMENT DISTRICTS	**$991,732**	**$1,031,548**	**$1,031,548**	**$1,090,687**	**5.73%**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Recommendation from the Finance & Personnel Committee to accept a donation from Ogan Restaurant, LLC in the amount of $1,000 to the Fire Department.**

Unanimously approved

ATTACHMENTS:

- FIRE DEPT DONATION_OGAN RESTAURANT (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Walsh
Members of the Finance and Personnel Committee

From: Alan Matzke, Fire Chief AGM

Date: November 1, 2019

RE: Consider Donation from Ogan Restaurant, LLC

The Fire Department is requesting acceptance of a donation from Ogan Restaurant, LLC. They have graciously donated $1,000.00 to the Fire Department. The accepted donation would be placed in the Fire Department donation account.

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

Attachment: FIRE DEPT DONATION_OGAN RESTAURANT (8919 : Recommendation from Finance/Personnel Committee to accept donation

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to approve the purchase of a Bobcat Toolcat in the amount of $59,767 from the 2019 general fund and storm water utility budgets**

The Board of Public Works at the November 11, 2019 meeting approved the purchase of a Bobcat Toolcat in the amount of $59,767 using the excess monies from the 2019 general fund and storm water utility budgets and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Consider Purchasing Bobcat Toolcat 10-29-19 (PDF)

City of De Pere
Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works
Marty Kosobucki, Director of Parks, Recreation, & Forestry
Date: October 29, 2019
Subject: Consider Purchasing Bobcat Toolcat

The City Council approved replacing the 2006 Holder as part of the 2019 budget (See attached capital worksheet). The existing Holder is an articulating tractor that is used all year round in a variety of operations such as snow plowing and cutting grass. The budgeted amount if the City were to purchase a new holder is $150,000. This would be funded by the general fund and storm water utility. Staff researched other equipment in the industry and found we could replace the Holder with a Bobcat Toolcat which includes the attachments of bucket, sander, plow, broom, and blower for $88,395. We are moving forward with this purchase because the Bobcat Toolcat can perform the same functions as the Holder, Bobcat has a service center in De Pere, and it is significantly cheaper. As a result, there is a budget balance of $61,605.

In 2019, the parks department requested to purchase a Bobcat Toolcat to replace their existing UTV. This was eliminated from the 2019 budget. In 2020, the parks department has requested to replace the UTV with another UTV (See attached capital worksheet) in the amount of $13,000. Ideally, the Bobcat Toolcat is a much more versatile piece of equipment than the UTV and can be used all year round for many more operational tasks between the parks and public works departments. One of the tasks this equipment would be used for is snow removal on the Claude Allouez and Scheuring Road bridges using the broom attachment. The current method of plowing the bridges has been damaging the expansion joints and has created costly annual repairs. Utilizing a broom would eliminate the damages to the expansion joints.

Staff is requesting to use the remaining balance of $61,605 and purchase another Bobcat Toolcat in the amount of $59,767 (does not include attachments) instead of purchasing a UTV. The attachments do not need to be purchased at this time because the attachments being purchased mentioned previously can be used. If this is approved, the 2020 budget of $13,000 for the purchase of a UTV can be eliminated from the proposed budget.

Staff would recommend purchasing a second Bobcat Toolcat for $59,767 using the excess monies from the 2019 general fund and storm water utility budgets.

Attachment: Consider Purchasing Bobcat Toolcat 10-29-19 (8914 : Recommendation from BOPW to purchase Bobcat Toolcat)

CITY OF DE PERE FIVE-YEAR CAPITAL IMPROVEMENTS PLAN
2019 – 2025

CAPITAL PROJECTS WORKSHEET

PROPOSED BY: Public Works Department

DATE PREPARED: July 29, 2018

DESCRIPTION OF PROJECT:

Replacement of 2006 Holder #101

NEW: or **REPLACEMENT: X**

PROJECTED COST: $ 150,000

PROPOSED METHOD OF FINANCING:	**$**	**%**
GENERAL FUND		
CAPITAL IMPROVEMENTS FUND		
GENERAL OBLIGATION DEBT	**$ 52,500**	
SPECIAL ASSESSMENT		
GRANTS		
OTHER	**Storm Water Utility = $ 97,500**	

ADDITIONAL ANNUAL OPERATING AND MAINTENANCE COSTS (Identify)

PROJECT JUSTIFICATION

The MSC fleet team reviewed the vehicle and equipment replacement ratings for all City vehicles and equipment. The replacement ratings are based on the American Public Works Association's guidelines for vehicle and equipment replacement. These guidelines rate vehicles and equipment based on condition, maintenance & repair costs, reliability, type of service, miles / hours, and age. Points are given for each criteria. Total point ranges rate the equipment as:

Under 18 points –	Excellent condition
18 to 22 points -	Good condition
23 to 27 points -	Qualifies for replacement
28 points and above -	Needs immediate consideration for replacement

The existing 2006 Holder is currently rated at 26 in 2018 and needs immediate consideration for replacement. The holder is used all year round for various public works activities.

The MSC fleet team reviewed the required repairs that are currently needed for the holder which are:

1) Cab wire harness replacement = $1,500
2) Hydraulic hoses under cab = $1,000
3) AC compressor hoses = $1,000
4) Oil leak around the drive motor = $4,000
5) Throttle cable and controls = $600
6) Wiper motor arm assembly = $300

Total repairs needed = $8,400

The MSC fleet team recommends the holder be replaced.

PROJECT RANKINGS 1

CITY COUNCIL

STAFF RECOMMENDATION **Goal No.**

Attachment: Consider Purchasing Bobcat Toolcat 10-29-19 (8914 : Recommendation from BOPW to purchase Bobcat Toolcat)

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

CAPITAL PROJECTS WORKSHEET

PROPOSED BY: Marty Kosobucki

DATE PREPARED: July 23, 2019

DESCRIPTION OF PROJECT:

Replace #302 UTV. (Four wheel drive utility vehicle with dump box.)

NEW: or REPLACEMENT: X

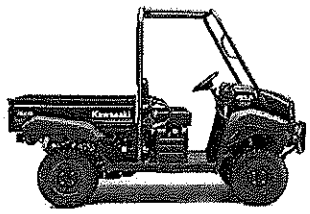
PROJECTED COST: $ 13,000

PROPOSED METHOD OF FINANCING:	$	%
GENERAL FUND		
CAPITAL IMPROVEMENTS FUND		
GENERAL OBLIGATION DEBT	$13,000	100
SPECIAL ASSESSMENT		
GRANTS		
OTHER		

ADDITIONAL ANNUAL OPERATING AND MAINTENANCE COSTS (Identify)

PROJECT JUSTIFICATION

The Park Department currently owns a Kawasaki Mule UTV. Due to maintenance issues (clutch failing and drive belt burnt up), the score of the UTV jumped to a 27 (recommended for immediate replacement) and is currently not operational. The Mechanics division has identified the vehicles value is not worth investing the repair dollars ($1,000) into the unit. While not used extensively the UTV has many valuable functions within our department such as back up diamond groomer, used for jobs on Riverwalk due to weight restrictions crossing the bridge, convenience of use for projects on our trails, used in setting up and winterizing sprinkler system at Southwest Park.



PROJECT RANKINGS

CITY COUNCIL

STAFF RECOMMENDATION 3 Goal No.

Attachment: Consider Purchasing Bobcat Toolcat 10-29-19 (8914 : Recommendation from BOPW to purchase Bobcat Toolcat)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**Recommendation from the License Committee for an Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Artless Bastard, LLC, DBA Artless Bastard, 353 Main Ave., Agent: Alexis Arnold, Green Bay, WI.**

A Surrender of License document was submitted by Ray Ray LLC, DBA Artless Bastard, Agent Timothy James Jelinski.

ATTACHMENTS:

- License Application (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 11/04/2019 (mm dd yyyy) ending: 6/30/2020 (mm dd yyyy)

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

County of Brown

Aldermanic Dist. No._____ (if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number	
456-1030238 240-02	
FEIN Number	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00
TOTAL FEE	$

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

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Arnold	Alexis	V.	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name artless Bastard LLC Business Phone Number 920.310.0260
2. Address of Premises 353 Main Ave Post Office & Zip Code 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
   art gallery, open space, one floor, storage room & basement storage
4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? . . . . . ☒ Yes ☐ No

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

Attachment: License Application (8935 : Liquor Lic. Application for Artless Bastard)

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

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

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

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 10.23.2019 of registration.

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

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
Arnold, Alexis V	owner	11.4.2019
Signature	**Phone Number**	**Email Address**
Alexis Arnold	503.442.3299	hello@artlessbastard.c

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
11-4-19			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

Attachment: License Application (8935 : Liquor Lic. Application for Artless Bastard)

SURRENDER OF LICENSE
Part I

Legal/Real Name of Current Licensee: RAY RAY LLC dba artlessBastard
Premises Address: 353 MAIN Ave
Trade Name: artless Bastard

This is to advise that the ~~undersigned is surrendering the~~ following license(s)

Combination "Class B" Beer & Liquor
Class "B" Beer
Class "A" Beer and/or "Class A" Liquor **(circle which apply)**
Wholesale Beer
"Class C" Wine

to: artless Bastard LLC
Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

Alexis Arnold
President, Member, Partner, Individual

Secretary, Member, Partner

Current Licensee

President, Member, Partner, Individual

Secretary, Member, Partner

State of Wisconsin)
) ss.
County of Brown

On the 4 day of November, 2019, personally came before me Ann Ledvina, known to me to be the person(s) who executed the foregoing Surrender of License, and known to me to be the **Current Licensee** and acknowledged that s/he executed the foregoing document.

ANN M. LEDVINA NOTARY PUBLIC STATE OF WISCONSIN

Ann M. Ledvina
Notary Public
Brown County, Wisconsin
My Commission expires: 7/8/2023

State of Wisconsin)
) ss.
County of Brown

On the 4 day of November, 2019, personally came before me Ann Ledvina, known to be to be the person(s) who executed the foregoing Surrender of License, and known to me to be the **Proposed New Applicant** and acknowledged that s/he executed the foregoing document.

ANN M. LEDVINA NOTARY PUBLIC STATE OF WISCONSIN

Ann M. Ledvina
Notary Public
Brown County, Wisconsin
My Commission expires: 7/8/2023

Attachment: License Application (8935 : Liquor Lic. Application for Artless Bastard)

SURRENDER OF LICENSE
Part II

11-13-19
Date

City of De Pere Clerk
335 S. Broadway St.
De Pere, WI 54115

This is to notify you that I am the owner of the building located at

353 Main Av., De Pere, Wisconsin.

I have entered into a lease for the above property effective November 1, 2019 with Alexis Arnold, artless Bastard LLC (Strike sentence if not applicable).

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,

Signature of owner of building

Printed name of owner: SAKS HOLDINGS, LLC / ANDREW KRAUS

Home address of owner:

Daytime phone number of owner: 920-371-5032

Attachment: License Application (8935 : Liquor Lic. Application for Artless Bastard)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Ordinance #19-23 Revising Chapter 106 De Pere Municipal Code Regarding Licenses and Permits. (Permit Suspension/Revocations and Special Event Permits)**

At its meeting on November 12, 2019, the Finance/Personnel Committee voted unanimously to move this item forward for Council approval.

City staff has debriefed the 2019 Special Event process. Additionally, several other ordinance revisions were identified by the Law Department in the ordinance review process. All suggested process changes are noted in the attached memo and red-lined ordinance language.

ATTACHMENTS:

- Ord19-23 (DOCX)
- Mayor F-P -Special Event Permit Revisions 2019 (PDF)
- special event ord 2019 updates red-lined (PDF)

ORDINANCE #19-23

REVISING CHAPTER 106 DE PERE MUNICIPAL CODE
REGARDING LICENCES AND PERMITS

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

Section 1: Sec. 106-2(l) *Suspension or revocation of license*., is hereby repealed and recreated as follows:

(l) *Suspension or revocation of license or permit.*

(1) Except as otherwise provided by state law or this Code, any license or permit issued by the city may be revoked or suspended for any of the following reasons:

A. a violation of any term, condition or requirement of the license or permit;

B. a violation of any federal, state or city law, regulation or ordinance pertaining to the license or permit whenever such violation is substantially related to the licensed or permitted activity.

(2) Except as provided in paragraph (3) below, upon the filing of a complaint alleging any violation identified in paragraph (l)(1) and requesting the suspension or revocation of a license or permit, the common council shall schedule a hearing on the same. Any complaint filed under this paragraph shall be made by the department head of the department issuing such license or permit.

(3) Upon the filing by the city health officer/director of a complaint requesting the suspension or revocation of a license or permit issued under subsection 106-4(a) or (b) of this chapter [weights and measures and DATCP/SPS], the board of health shall schedule a hearing thereon.

(4) All hearings conducted under this section shall substantially comply with the provisions of Wis. Stats. § 68.11. Judicial review of the decision on suspension or revocation shall be governed by Wis. Stats. § 68.13.

(5) A license or permit suspension shall be for not less than ten days and not more than 90 days. A license or permit revocation shall be for 12 months during which time the licensee or permittee shall be ineligible to apply for reinstatement of a license or permit that has been revoked .

(6) No hearing shall be required or held for the revocation of a revocable occupancy permit issued under section 106-6(b) or (c) of this chapter if such revocation is made pursuant to the terms of said permit.

Section 2: Sec. 106-6(a) *Special events*., is hereby repealed and recreated as follows:

Attachment: Ord19-23 (8926 : Ordinance #19-23 Revising Chapter 106 DPMC Regarding Licenses and Permits.)

(a) *Special events.* This section applies to any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds.

(1) *Definitions.*

A. *Low hazard event.* Special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.

B. *Medium hazard event.* Special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.

C. *High hazard event.* Special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of 10,000 to 25,000 persons. High hazard events shall include, but not be limited to, events with more than 20 pounds of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, and team or individual sporting events.

D. *Special hazard events.* Special events involving severe exposure of spectators to hazards and/or crowd sizes in excess of 25,000 persons. Special hazard events shall include, but not be limited to, professional or collegiate sporting events, vehicle races and fireworks displays.

E. *Person.* Any person, firm, partnership, association, corporation, company, or organization of any kind.

(2) *Permit required.* No person, organization or entity shall conduct, manage, engage in, or participate in a special event unless a permit has been obtained from the city clerk. The special event permit shall be in addition to any underlying permit requirement (i.e. parade permit; park use agreement).

(3) *Exceptions.* This section shall not apply to funeral processions, to neighborhood block parties in compliance with section 22-8 of this Code, or to a governmental agency acting within the scope of their governmental function.

(4) *Application.*

A. *Filing and contents.* An application for a special event permit shall be filed with the clerk not less than 60 days before the proposed date of the event on a form to be provided by the clerk unless the permit request is for First Amendment expression purposes, in which case the application shall be filed within seven calendar days of the event. The application shall set forth the following information:

1. The name, addresses, and contact information of the person seeking to conduct such event.

Attachment: Ord19-23 (8926 : Ordinance #19-23 Revising Chapter 106 DPMC Regarding Licenses and Permits.)

2. The name, addresses, and contact information of the event coordinator and the on-site contact.

3. The date when the event is to be conducted.

4. The hours such event will start and terminate, including set-up and take-down times.

5. The event location or route to be traveled, the starting point, and the termination point, if applicable.

6. The approximate number of persons who, and animals and vehicles which, will constitute such event; the type of animals; and description of the vehicles, if applicable.

7. A statement as to whether the event will occupy all or a portion of the width of any streets, including the names of the streets so affected.

8. Whether any alcoholic beverages and/or food will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.

9. Any additional information which the clerk finds reasonably necessary to a fair determination as to whether a permit should be issued.

B. *Late applications.* The clerk, where good cause is shown, may consider any application which is filed less than 60 days before the date such event is proposed to be conducted. Permit fees for processing late applications shall be doubled. Late application fees for IRS 501(c) organizations shall be the regular special event application fee.

C. *Fees.*

1. A nonrefundable application fee to cover the administrative costs of processing the permit shall be paid to the city by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.

2. The timely application fee and underlying permit fees other than park rental fees (unless earlier waived by the park board) are waived for events sponsored by charitable organizations which have IRS section 501(c) status.

3. Fees for services provided by the city for the event will be estimated by the city at the time of application. Events for which the estimated service fees are $200 or less shall be billed for the services at the conclusion of the event. Events for which the estimated service fees are more than $200 shall pay 50 percent of the estimated fees to the city clerk as a down payment at least 14 days prior to the start of the event. After the event, the city shall determine the actual service fees incurred and bill the applicant for those service fees less the deposit paid. The permit applicant shall pay such service fee bill within 30 days of receipt thereof.

4. A cancellation charge shall be paid for events that are cancelled within 14 days of the scheduled start day of the event. The cancellation charge shall be based upon city costs incurred in preparing for the event prior to cancellation and shall be deducted from the service fee down payment referenced in the preceding paragraph. The minimum cancellation charge shall be $100.

Attachment: Ord19-23 (8926 : Ordinance #19-23 Revising Chapter 106 DPMC Regarding Licenses and Permits.)

D. *Insurance and indemnification.*

1. *Insurance.* Proof of general liability insurance in the amounts listed below shall be provided by the applicant. All such insurance policies shall name the City of De Pere as an additional insured for purposes of the special event. All policies of insurance shall provide the city not less than 30 days' notice of policy cancellation.

   Low and medium hazard events: $1,000,000.00 per occurrence.

   High hazard and special hazard events: $2,000,000.00 per occurrence. Higher insurance limits may be required for particular high hazard events as determined necessary by the city attorney.

2. *Indemnification.* Permit holder shall indemnify and save and hold the City of De Pere and all of its officers, employees and agents harmless from any and all injury that may occur to any party as the result of the event permitted. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, permit holder shall maintain a general liability insurance policy on its event/operations as required in paragraph 1 above.

(5) *Additional city services.*

a. If the special event will require more than the minimal use of any city equipment or services, the applicant shall pay a fee for such services. This may include, but is not limited to, police services, fire/rescue services, barricades and the like. The fee for such equipment or services shall be the actual city personnel costs expended and/or fees as determined by resolution of the common council. Charitable organizations which have IRS section 501(c) status shall be charged 50 percent of the established fee for events which start and stop within the corporate limits of the city; events which do not start and stop in the city are not eligible for a service fee reduction As a condition of the approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional city services.

b. No service fees shall be charged to IRS 501(c) applicants who do not collect any form of revenue, payment, entrance fee, application fee or cost sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness from event participants, patrons or event sponsors. This exception shall apply to all events occurring in 2016 and after.

c. To ensure public safety for the event and the city, the city reserves the right to require special events to maintain minimum levels of dedicated fire/EMS services and police/security services throughout the duration of the event. Estimated minimum services will be determined prior to the event (see guidelines), but may reasonably increase or decrease as actual event conditions change to ensure public safety. Actual public safety services shall be determined in the sole discretion of the police/fire chief or their respective designee. Outside vendors may be retained for such services; however,

Attachment: Ord19-23 (8926 : Ordinance #19-23 Revising Chapter 106 DPMC Regarding Licenses and Permits.)

city approval of such vendors and services shall be obtained prior to the event. If the use of outside public safety vendors is approved, the city may require that, in addition to the outside public safety presence, City personnel and/or equipment be present to manage any public safety event that may occur. The city reserves the right to reject any or all outside vendors for any reason or no reason.

(6) *Standards for issuance.* The clerk shall issue the permit when, from a consideration of the application, consultation with other city departments as necessary, and from such other information as may otherwise be obtained, it appears that:

A. The applicant has complied with all of the application requirements of subsection (4).

B. The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic in the vicinity of its location.

C. The conduct of the event will not require the diversion of so great a number of police officers or emergency medical personnel as to prevent normal public safety protection to the city.

D. The concentration of persons, animals, and vehicles at the event will not unduly interfere with proper fire and police protection of or ambulance service to areas in the vicinity of the event.

E. The conduct of the event will not unduly interfere with the operation of hospitals, schools, or other public institutions.

F. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route.

G. The special event will not conflict or interfere with another special event for which a permit has already been granted.

H. There are a sufficient number of parking spaces within a reasonable distance to accommodate the number of vehicles expected.

I. Adequate sanitation or other necessary health facilities will be available at the event.

J. The conduct of the event is not reasonably likely to cause injury to persons or property.

K. The applicant has no history of non-compliance with any city or state regulation pertaining to the activities covered by this section.

(7) *Action upon application.* The clerk shall provide written notice of the issuance or denial of the permit within 30 days of receipt of an application, unless the permit request is for First Amendment expression purposes within a public forum, in which case the written notification shall be provided within three days of application. If the application is denied, the notice shall state the reasons for the denial.

(8) *Appeal procedure.* Any person aggrieved may appeal the denial of a special event permit as provided in subsection 106-2(g) of this Code.

(9) *Duties of permittee.* A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

Attachment: Ord19-23 (8926 : Ordinance #19-23 Revising Chapter 106 DPMC Regarding Licenses and Permits.)

Section 3: Sec. 106-6(b) *Encroachments/obstructions upon right-of-way and other city property (non-park)*., is hereby amended by:

1. by replacing "director of planning and economic development" with "development services director" in Sec. 106-6(b)(1)(A);

2. by replacing the reference to sub "(a)" with "(b)" in both Sec. 106-6(b)(2)(A) and Sec. 106-6(b)(2)(B);

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5: This ordinance shall take effect for events occurring on and after January 1, 2020.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 11/12/19
Publication Date: _____
Effective Date: _____

Attachment: Ord19-23 (8926 : Ordinance #19-23 Revising Chapter 106 DPMC Regarding Licenses and Permits.)

CITY OF DE PERE MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Proposed Updates to Special Event Ordinance
Date: November 12, 2019 (meeting date)

City staff has debriefed the 2019 Special Event process and wishes to present the following proposed ordinance amendments to the Committee and Council for your consideration. The proposed language changes can be found on the attached red-lined version of the ordinance amendments.

1. Add a "Special Hazard" event category and revise the current definition of High Hazard Event. Creating the Special Hazard category will better differentiate the event risks by separating out those with the higher risks.

2. Revise the permit fee schedule (by Council Resolution) to better reflect costs of processing permit:
    - Low hazard Event - $25 (current fee)
    - Medium Hazard Event - $50 (current fee)
    - High Hazard Event - $250 (current fee $50)
    - Special Hazard Event - $500 (new fee)

    In order to maintain the goal of recouping costs associated with the permit, the effective date for the proposed permit fee increase is suggested to be November 12, 2019. All other ordinance changes would be effective for events occurring on and after January 1, 2020.

3. Clarify city service costs language to include actual city personnel costs.

4. Revise the governmental agency exception in §106-6(a)(3)from one of needing a permit without fee to no permit and no fee provided the event is within the scope of the of the governmental agency function. This exception will apply to the City beer gardens.

5. Revise the 50% city service fee reduction for charitable/501(c)3 events [§106-6(a)(4)C.3] to be applicable only to events which start and end in the City. Staff time spent on events for which the city receives little economic benefit far exceed the reduced fees charged for city services expended on the event.

6. Add a cancellation charge for events cancelled within 14 days of the event. The charge will be based upon actual city costs incurred in preparing for the event (minimum $100) and be deducted from the service fee deposit or billed to the event if no deposit required.

2019 was the first year the City experienced an event cancellation. This language will help recoup costs already incurred as of the date of cancellation.

7. Revise the 50% service fee deposit requirement §106-6(a)(4)C.3 to apply to only cost estimates in excess of $200, with actual costs of those low service fee events to be billed after the event. This will eliminate excessive bookkeeping requirements for small events with little city service requirements.

8. Add language to the ordinance [§106-6(a)(5)c] allowing city public safety personnel to
   - reject any outside public safety service vendor for any reason or for no reason or
   - require a City public safety presence in addition to the outside public safety presence for City personnel to manage any public safety event that may occur.

   City public safety agencies are willing to allow some private vendor services but need to ensure a city presence in scene management if needed.

9. Delete the requirement in §106-6(a)(9) that the Clerk's Office provide elected officials and department heads of all permits issued. The engineering department provides a weekly map of scheduled events that can be made accessible on social media and the city's website.

10. Notify past special event permit holders that in 2020 the Clerk's office will be enforcing the late application fee provision (double permit fee for non-charitable events and regular permit fee for charitable events). Applications submitted less than 60 days before an event place tremendous pressure on the clerk's office and the other departments that process the application. Enforcement of the late payment penalty will help compensate the city for the extra costs expended on processing the late application.

Additionally, although not part of the departmental special event debriefing, the law department is recommending that §106-2(l), a provision relating to the general granting, denial and removal of licenses and permits. The ordinance already contains language regarding the suspension or revocation of licenses; however this language does not include permits. Therefore, in order to provide for an orderly process for the suspension or revocation of permits, this language is being suggested for inclusion in the ordinance.

Finally, a couple of errors and one "miss" from an earlier ordinance amendment were caught in the review process. Those changes are also noted in the attached red-lined document.

If you have any questions or would like additional information on these proposed changes, feel free to contact me or City Clerk Carey Danen in advance of the November 12, 2019 Finance/Personnel meeting.

Attachment: Mayor F-P -Special Event Permit Revisions 2019 (8926 : Ordinance #19-23 Revising Chapter 106 DPMC Regarding Licenses and

Sec. 106-6. - Permits required under this chapter.

(a) *Special events.* This section applies to any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds.

(1) *Definitions.*

A. *Low hazard event.* Special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.

B. *Medium hazard event.* Special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.

C. *High hazard event.* Special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of ~~over~~ 10,000 to 25,000 persons. High hazard events shall include, but not be limited to, events with more than 20 pounds of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, ~~, vehicle races and fireworks displays~~ and team or individual sporting events.

D. *Special hazard events.* Special events involving severe exposure of spectators to hazards and /or crowd sizes in excess of 25,000 persons. Special hazard events shall include, but not be limited to, professional or collegiate sporting events, vehicle races and fireworks displays.

~~D~~E. *Person.* Any person, firm, partnership, association, corporation, company, or organization of any kind.

(2) *Permit required.* No person, organization or entity shall conduct, manage, engage in, or participate in a special event unless a permit has been obtained from the city clerk. The special event permit shall be in addition to any underlying permit requirement (i.e. parade permit; park use agreement).

(3) *Exceptions.* This section shall not apply to funeral processions, ~~or~~ to neighborhood block parties in compliance with section 22-8 of this Code, or to a governmental agency acting within the scope of their governmental function. ~~Any event sponsored by a governmental agency or entity shall be required to obtain all necessary permits required for the activity sponsored, but no permit fee shall be required.~~

(4) *Application.*

A. *Filing and contents.* An application for a special event permit shall be filed with the clerk not less than 60 days before the proposed date of the event on a form to be provided by the clerk unless the permit request is for First Amendment expression purposes, in which case the application shall be filed within seven calendar days of the event. The application shall set forth the following information:

1. The name, addresses, and contact information of the person seeking to conduct such event.
2. The name, addresses, and contact information of the event coordinator and the on-site contact.
3. The date when the event is to be conducted.
4. The hours such event will start and terminate, including set-up and take-down times.
5. The event location or route to be traveled, the starting point, and the termination point, if applicable.
6. The approximate number of persons who, and animals and vehicles which, will constitute such event; the type of animals; and description of the vehicles, if applicable.
7. A statement as to whether the event will occupy all or a portion of the width of any streets, including the names of the streets so affected.
8. Whether any alcoholic beverages and/or food will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.
9. Any additional information which the clerk finds reasonably necessary to a fair determination as to whether a permit should be issued.

B. *Late applications.* The clerk, where good cause is shown, may consider any application which is filed less than 60 days before the date such event is proposed to be conducted. Permit fees for processing late applications shall be doubled. Late application fees for IRS 501(c) organizations shall be the regular special event application fee.

C. *Fees.*

1. A nonrefundable application fee to cover the administrative costs of processing the permit shall be paid to the city by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.
2. The timely application fee and underlying permit fees other than park rental fees (unless earlier waived by the park board) are waived for events sponsored by charitable organizations which have IRS section 501(c) status.
3. Fees for services provided by the city for the event will be estimated by the city at the time of application. Events for which the estimated service fees are $200 or less shall be billed for the services at the conclusion of the event. Events for which the estimated service fees are more than $200 shall ~~The applicant shall~~ pay 50 percent of the estimated fees to the city clerk as a down payment at least 14 days prior to the start of the event. After the event, the city shall determine the actual service fees incurred and bill the applicant for those service fees less the deposit paid. The permit applicant shall pay such service fee bill within 30 days of receipt thereof.
4. A cancellation charge shall be paid for events that are cancelled within 14 days of the scheduled start day of the event. The cancellation charge shall be based upon city costs incurred in preparing for the event prior to cancellation and shall be

Attachment: special event ord 2019 updates red-lined (8926 : Ordinance #19-23 Revising Chapter 106 DPMC Regarding Licenses and Permits.)

deducted from the service fee down payment referenced in the preceding paragraph. The minimum cancellation charge shall be $100.

D. *Insurance and indemnification.*

1. *Insurance.* Proof of general liability insurance in the amounts listed below shall be provided by the applicant. All such insurance policies shall name the City of De Pere as an additional insured for purposes of the special event. All policies of insurance shall provide the city not less than 30 days' notice of policy cancellation.

Low and medium hazard events: $1,000,000.00 per occurrence.

~~*Medium and h*~~*High hazard and special hazard events:* $2,000,000.00 per occurrence. Higher insurance limits may be required for particular high hazard events as determined necessary by the city attorney.

2. *Indemnification.* Permit holder shall indemnify and save and hold the City of De Pere and all of its officers, employees and agents harmless from any and all injury that may occur to any party as the result of the event permitted. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, permit holder shall maintain a general liability insurance policy on its event/operations as required in paragraph 1 above.

(5) *Additional city services.*

a. If the special event will require more than the minimal use of any city equipment or services, the applicant shall pay a fee for such services. This may include, but is not limited to, police services, fire/rescue services, barricades and the like. The fee for such equipment or services shall be the actual city personnel costs expended and/or fees as determined by resolution of the common council. Charitable organizations which have IRS section 501(c) status shall be charged 50 percent of the established fee for events which start and stop within the corporate limits of the city; events which do not start and stop in the city are not eligible for a service fee reduction~~.~~ As a condition of the approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional city services.

b. ~~Paragraph a. shall not apply~~ No service fees shall be charged to IRS 501(c) applicants who do not collect any form of revenue, payment, entrance fee, application fee or cost sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness from event participants, patrons or event sponsors. This exception shall apply to all events occurring in 2016 and after.

c. To ensure public safety for the event and the city, the city reserves the right to require special events to maintain minimum levels of dedicated fire/EMS services and police/security services throughout the duration of the event. Estimated minimum services will be determined prior to the event (see guidelines), but may reasonably increase or decrease as actual event conditions change to ensure public safety. Actual public safety services shall be determined in the sole discretion of the police/fire chief or their respective designee. Outside vendors may be retained for such services; however,

city approval of such vendors and services shall be obtained prior to the event. If the use of outside public safety vendors is approved, the city may require that, in addition to the outside public safety presence, City personnel and/or equipment be present to manage any public safety event that may occur. The city reserves the right to reject any or all outside vendors for any reason or no reason.

(6) *Standards for issuance.* The clerk shall issue the permit when, from a consideration of the application, consultation with other city departments as necessary, and from such other information as may otherwise be obtained, it appears that:

A. The applicant has complied with all of the application requirements of subsection (4).

B. The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic in the vicinity of its location.

C. The conduct of the event will not require the diversion of so great a number of police officers or emergency medical personnel as to prevent normal public safety ~~police~~ protection to the city.

D. The concentration of persons, animals, and vehicles at the event will not unduly interfere with proper fire and police protection of or ambulance service to areas in the vicinity of the event.

E. The conduct of the event will not unduly interfere with the operation of hospitals, schools, or other public institutions.

F. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route.

G. The special event will not conflict or interfere with another special event for which a permit has already been granted.

H. There are a sufficient number of parking spaces within a reasonable distance to accommodate the number of vehicles expected.

I. Adequate sanitation or other necessary health facilities will be available at the event.

J. The conduct of the event is not reasonably likely to cause injury to persons or property.

K. The applicant has no history of non-compliance with any city or state regulation pertaining to the activities covered by this section.

(7) *Action upon application.* The clerk shall provide written notice of the issuance or denial of the permit within 30 days of receipt of an application, unless the permit request is for First Amendment expression purposes within a public forum, in which case the written notification shall be provided within three days of application. If the application is denied, the notice shall state the reasons for the denial.

(8) *Appeal procedure.* Any person aggrieved may appeal the denial of a special event permit as provided in subsection 106-2(g) of this Code.

~~(9) *Notice to city and other officials.* Immediately upon the issuance of a special event permit, the clerk shall send a copy thereof to the mayor, common council members, and city departments involved in the permitting process.~~

)9)~~(10)~~ *Duties of permittee.* A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

Revise §106-2(l) regarding suspension or revocation of licenses to include permits.

(l) *Suspension or revocation of license or permit.*

(1) Except as otherwise provided by state law or this Code, any license or permit issued by the city may be revoked or suspended for any of the following reasons:

A. a violation of any term, condition or requirement of the license or permit;

B. a violation of any federal, state or city law, regulation or ordinance pertaining to the license or permit whenever such violation is substantially related to the licensed or permitted activity.

~~a violation by the licensee of any ordinance, rule, regulation adopted by the city or any state law violation whenever such violation is substantially related to the licensed activity.~~

(2) ~~Requests~~Except as provided in paragraph (3) below, upon the filing of a complaint alleging any violation identified in paragraph (l)(1) and requesting the ~~for~~ suspension or revocation of a license or permit, the common council shall schedule a hearing on the same. Any complaint filed under this paragraph ~~other than a license issued under subsection 106-4(a) or (b) of this chapter [weights and measures and DATCP/SPS]~~ shall be made by the department head of the department issuing such license or permit. ~~to the common council. Requests for a suspension or revocation of a license issued under subsection 106-4(a) or (b) of this chapter shall be made to the board of health.~~

(3) Upon the filing by the city health officer/director of a complaint requesting the suspension or revocation of a license or permit issued under subsection 106-4(a) or (b) of this chapter [weights and measures and DATCP/SPS], the board of health shall schedule a hearing thereon.

(4) All hearings conducted under this section ~~The suspension or revocation hearing~~ shall substantially comply with the provisions of Wis. Stats. § 68.11. Judicial review of the decision on suspension or revocation shall be governed by Wis. Stats. § 68.13.

(4) A license or permit suspension shall be for not less than ten days and not more than 90 days. A license or permit revocation shall be for 12 months during which time the licensee or permitee shall be ineligible to apply for reinstatement of a license or permit that has been revoked.

(5) No hearing shall be required or held for the revocation of a revocable occupancy permit issued under section 106-6(b) or (c) of this chapter if such revocation is made pursuant to the terms of said permit.

Attachment: special event ord 2019 updates red-lined (8926 : Ordinance #19-23 Revising Chapter 106 DPMC Regarding Licenses and Permits.)

Other General Language clean-up:

106-6(b)(1)(A) - Request for a revocable occupancy permit shall be in writing and made to the ~~director of planning and economic development~~ development services director, or in the director's absence the city administrator/assistant city administrator (director).

106-6(b)(2)(A) - *Newsboxes.* In addition to meeting the requirements of (~~a~~b)(1) above, requests for placement of newsboxes upon city right-of-way or other city property (non-park) shall meet the following:

106-6(b)(2)(B) - *Sidewalk café permit.* In addition to the requirements of ~~(a~~b)(1) above, requests for a café permit for use of city right-of-way or other city property (non-park) shall meet the following:

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Kimberly Flom**
SUBJECT:	**Ordinance #19-24 Creating Section 106-6(b)(2)(D) De Pere Municipal Code Regard Parklet and Pedlet Permits.**

The Board of Public Works at the November 11, 2019 meeting approved the draft Parklet and Pedlet Policy/Ordinance and recommended limiting to establishments with commercial kitchens and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

At the meeting, two attendees addressed the Board of Public Works expressing concerns about the program. BOPW members discussed options related to revising the program so that only pedlets would be available to restaurants and coffee shops.

After listening to the feedback provided at the meeting and reviewing the program with the City Development Team, we believe that it may be premature to approve and implement a Parklet/Pedlet program for De Pere. Therefore, staff recommends that the Council consider denying proposed ordinance changes. The program could be revisited in the future.

ATTACHMENTS:

- Ord19-24 (DOCX)
- Parklet Pedlet BOPW 11-12-19 (PDF)
- Parklet Pedlet - Draft Ordinance (DOCX)
- Parklet-Pedlet Draft Guidelines and App (PDF)
- Parklet-Pedlet Outreach and Comments (PDF)

ORDINANCE #19-24

CREATING SECTION 106-6(b)(2)(D) DE PERE MUNICIPAL CODE
REGARDING PARKLET AND PEDLET PERMITS

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

SECTION 1. Section 106-6(b)(2)(D) *Parklet and Pedlet Permits* is hereby created to read:

D. *Parklet and Pedlet Permits.* In addition to the requirements of (b)(1) above, requests for a parklet or pedlet permit shall meet the following:

i. Definitions:

a. *Parklet* shall mean a platform that is located in the parking lane of the street, is at the same level as the abutting sidewalk, and is intended to provide additional space and amenities for the adjacent business establishment and its patrons.

b. *Pedlet* shall mean a structure that acts as a sidewalk extension beyond the curb line and acts as a new route for pedestrians, which allows for a business to use the existing sidewalk as an extension of the business.

ii. Application.

a. All applications for a parklet or pedlet permit shall include a Stakeholder Support Form, site plan and supporting design documents, maintenance plan, and Design Standards Form.
b. All applications must be received between January 1 and March 15.

iii. Location.

a. Parklets and pedlets may only be installed at eligible locations on the East Side of Downtown De Pere in specific locations on Broadway Street, Wisconsin Street, and George Street, as identified by the Parklet & Pedlet Guidelines established by Development Services.
b. The Board of Public Works may consider allowing installation of a parklet or pedlet at a location which has not been previously identified as eligible.

Attachment: Ord19-24 (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regardling Parklet/Pedlet Permits)

iv. Design.

a. Parklets and pedlets must be publicly accessible. Parklets and pedlets cannot be closed to conduct private business.
b. All parklets and pedlets must conform to the applicable provisions, rules and regulations of the Americans with Disabilities Act (ADA). Specific ADA guidelines can be obtained from Development Services.
c. Parklets and pedlets must include all components and comply with all design standards identified by the Parklet & Pedlet Guidelines established by Development Services.

v. Duration, Installation and Removal.

a. Issued permits will be valid for a minimum of one (1) year and a maximum of three (3) years.
b. Installation and operation of all parklets and pedlets may begin on May 1 of the first permitted year.
c. Issued permits will expire on November 1st of each permitted year.
d. The permit holder and the Department of Public Works shall agree on an installation date. Once construction begins, installation must be complete within 24 hours. If more time is required, the Department of Public Works may authorize an extension.
e. Parklets and pedlets must be removed by November 1st of each permitted year. If the permit holder wishes to remove the parklet or pedlet before the permit expires, the permit holder shall notify the Department of Public Works of the date of removal.
f. If the permit holder wishes to extend their permit, the permit holder shall submit a renewal application which shall be reviewed by Development Services.
g. The permit holder is responsible for installation and removal of any parklet or pedlet.

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

Attachment: Ord19-24 (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regardling Parklet/Pedlet Permits)

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 19th day of November, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Committee Approval: 11/11/19
Publication Date: _____

Attachment: Ord19-24 (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regardling Parklet/Pedlet Permits)

CITY OF DE PERE MEMO

To: Board of Public Works
From: Kim Flom, Development Services Director
Date: November 11, 2019

RE: **Draft Parklet/Pedlet Ordinance ***

Parklets and Pedlets are temporary and seasonal spaces that are installed in existing on-street parking stalls in order to increase and enhance the public realm to promote pedestrian activity. Since their inception, several communities have implemented policies and programs that permit parklets and pedlets. More information is included in the Draft Parklet/Pedlet Guideline Booklet attached to this agenda item.

Based on inquiry from Downtown business owners, and from discussion that occurred during the Main Avenue bump out projects, staff has prepared draft ordinance changes and a draft guideline booklet that would facilitate a parklet/pedlet program in De Pere.

Several attachments are included for your review of this item, including:

1. Draft Ordinance to allow parklets and pedlets.
2. Draft Parklet/Pedlet Guideline Booklet and Application that describe requirements and application/review process.
3. Notes from phone interviews with two communities that already have programs.
4. BID Annual Meeting Notification memo announcing public comment period.
5. BID Annual Membership Meeting minutes related to parklet/pedlet discussion.
6. Several emails with public comment related to the proposed parklet/pedlet program.

The guideline booklet and memo were prepared after researching existing policies and ordinances in several other communities and also after discussion and review with the City Development Team.

We solicited a public comment period on the draft guidelines in September and October. The draft guidelines were shared with Definitely De Pere and several interested downtown stakeholders via email. Additionally, we requested review and comment via the BID Annual Meeting notification letter, which was sent to every property owner in the BID District.

During the public comment period, staff received numerous emails that included significant concerns about the policy. The emails are attached for review. Attendees at the BID Board meeting also spoke against the policy.

The guideline memo was revised after receiving public comments to limit the available area for parklet/pedlets to only the east side of Downtown De Pere.

Policy Considerations:

- Administration of a parklet/pedlet program, while feasible, is very complicated and requires multiple reviews and coordination between the applicant, the Development Services Department and the Board of Public Works.
- The two other Wisconsin communities interviewed as part of our research have noted that very few organizations actually install parklets.
- We did not receive comments from a large overall number of property/business owners, but those who took the time to comment expressed deep concerns.

The Board of Public Works recommendation will be forwarded to Common Council for consideration. Please contact me with any questions regarding this item.

Sec. 106-6(b)(2)(D)

D. *Parklet and Pedlet Permits.* In addition to the requirements of (b)(1) above, requests for a parklet or pedlet permit shall meet the following:

i. Definitions:

a. *Parklet* shall mean a platform that is located in the parking lane of the street, is at the same level as the abutting sidewalk, and is intended to provide additional space and amenities for the adjacent business establishment and its patrons.

b. *Pedlet* shall mean a structure that acts as a sidewalk extension beyond the curb line and acts as a new route for pedestrians, which allows for a business to use the existing sidewalk as an extension of the business.

ii. Application.

a. All applications for a parklet or pedlet permit shall include a Stakeholder Support Form, site plan and supporting design documents, maintenance plan, and Design Standards Form.
b. All applications must be received between January 1 and March 15.

iii. Location.

a. Parklets and pedlets may only be installed at eligible locations on the East Side of Downtown De Pere in specific locations on Broadway Street, Wisconsin Street, and George Street, as identified by the Parklet & Pedlet Guidelines established by Development Services.
b. The Board of Public Works may consider allowing installation of a parklet or pedlet at a location which has not been previously identified as eligible.

iv. Design.

a. Parklets and pedlets must be publicly accessible. Parklets and pedlets cannot be closed to conduct private business.
b. All parklets and pedlets must conform to the applicable provisions, rules and regulations of the Americans with Disabilities Act (ADA). Specific ADA guidelines can be obtained from Development Services.
c. Parklets and pedlets must include all components and comply with all design standards identified by the Parklet & Pedlet Guidelines established by Development Services.

v. Duration, Installation and Removal.

a. Issued permits will be valid for a minimum of one (1) year and a maximum of three (3) years.

b. Installation and operation of all parklets and pedlets may begin on May 1 of the first permitted year.
c. Issued permits will expire on November 1st of each permitted year.
d. The permit holder and the Department of Public Works shall agree on an installation date. Once construction begins, installation must be complete within 24 hours. If more time is required, the Department of Public Works may authorize an extension.
e. Parklets and pedlets must be removed by November 1st of each permitted year. If the permit holder wishes to remove the parklet or pedlet before the permit expires, the permit holder shall notify the Department of Public Works of the date of removal.
f. If the permit holder wishes to extend their permit, the permit holder shall submit a renewal application which shall be reviewed by Development Services.
g. The permit holder is responsible for installation and removal of any parklet or pedlet.

CITY OF DE PERE

DRAFT

for Review/Comment

Parklet & Pedlet Guidelines

AUGUST 2019

DE PERE

CITY OF DE PERE PARKLET/PEDLET AUTHORIZED BY ORDINANCE #19-XX

Parklets/Pedlets are not currently permitted in the City of De Pere. This is a DRAFT guideline manual provided for public review and comment. Please review and submit any comments & questions to Kim Flom at kflom@deperewi.gov no later than October 1, 2019.

DRAFT

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The City of De Pere Ordinance #19-XX includes regulations for parklets/pedlets. This guidebook includes important information for those interested in having a parklet or pedlet.

Attachment: Parklet-Pedlet Draft Guidelines and App (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regardling Parklet/Pedlet

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The History

In 2005, urban designer John Bela installed the first Park(ing) intervention on a street in downtown San Francisco by converting a parking space into a mini park. Within minutes of installation, a man sat down on the bench and began to eat lunch. Another person joined soon after, and the two began having a conversation. That's when Bela and his collaborators knew they were on to something: "We created an opportunity for social interaction that wasn't there before". Since then many cities have started to convert formerly automobile-occupied spaces into multi-use spaces for pedestrians. Like De Pere, many Main Street Districts have narrow sidewalks which prevent pedestrians and customers from sitting and enjoying the downtown. Parklets and pedlets solve this issue and are attractive due to their low installation and maintenance costs, small size, less permanent nature, and partnerships between downtown businesses. Since 2015 several Wisconsin cities such as La Crosse, West Allis, Fond Du Lac, and Milwaukee have implemented flourishing and successful parklet/pedlet programs.

Goals of Permitting Parklets/Pedlets

Increase pedestrian activity
Increase public outdoor gathering
Increase opportunities for public art
Increase outdoor seating/dining
Increase streetscape amenities
Increase passive or active recreation

Attachment: Parklet-Pedlet Draft Guidelines and App (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regarding Parklet/Pedlet

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Applicant Responsibility

Application
Public engagement
Design
Permitting
Construction
Maintenance
Liability (+ all associated costs)

City Responsibility

Program management
Application review
Design review/approval
Permit issuance
Site inspection
Installation of traffic devices
Oversight/enforcement

Calendar

Parklet/Pedlet Notice of Intent & Applications Received: **January 1 to March 15**
Review and Permit Issuance: **March 15 – April 15**
Parklet/Pedlet installation and operation: **May 1 – November 1**

Step 1: Choose between a parklet or pedlet

Parklet

A parklet is a platform located in the parking lane of the street at the same level as the sidewalk, Parklets are typically constructed with benches, planters, tables and chairs, umbrellas, and bike racks and other decorative landscaping. Parklets provide additional space and amenities to businesses and the public. Parklets are open to the public and cannot be closed to conduct private business.

Pedlet

A Pedlet is a structure that acts as a sidewalk extension beyond the curb line. It is utilized to allow for a business to use the existing sidewalk as an extension of the business and the pedlet acts as a new route for pedestrians. A pedlet may provide an adequate pedestrian path in order to permit a patio or seating area adjacent to a building.

Attachment: Parklet-Pedlet Draft Guidelines and App (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regardling Parklet/Pedlet

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Step 2: Select your location

Parklets/Pedlets are only permitted on the East Side of Downtown De Pere in specific locations on Broadway, Wisconsin, and George Street.

Location Requirements

In addition to the locations identified on the map, the following apply:

- Parklet/Pedlet shall not be allowed in front of a fire hydrant, over a manhole cover or public utility valve.
- Parklet/Pedlet shall not be located over a catch or near enough to a catch basin to impede drainage.
- Parklet/Pedlet shall be located 40' from a bus stop.
- Pedlet locations will be reviewed to ensure adequate access around existing street lights, street trees and other terrace appurtenances.
- ADA accessible pathway available from sidewalk to parklet/pedlet (specific review of terrace conditions).
- Parklets and Pedlets must be open to the public. Designated food service or alcohol services is not permitted in a parklet or pedlet. An establishment's sidewalk café and/or alcohol beverage license premise may be extended to cover an adjacent sidewalk café associated with a pedlet. **
- If a pedlet is used to extend an alcohol beverage license permit, hours of operation are defined by the Municipal Code.
- Only two parklets/pedlets are permitted for every 500' linear feet on any side of one block. In the event that more than two parklet/pedlets are proposed for the same area, Development Services staff will use the Design Guidelines to rank the applications and provide that ranking to the Board of Public Works in order to determine what parklet/pedlets are approved.
- Proposed parklet/pedlet locations that are not shown as eligble on the City Map will be reviewed on an individual basis by City Staff and the Board of Public Works.

*** In instances where existing obstructions prevent the installation of a pedlet in order to extend a sidewalk café or alcohol license premise, an exception to the above regulations may be considered.*

Attachment: Parklet-Pedlet Draft Guidelines and App (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regardling Parklet/Pedlet

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Step 3: Notify The City of Location

- Submit notice of intent for a proposed location to Development Services Staff via email: kflom@deperewi.gov
- Include adjacent address and photographs of proposed location.
- Development Services Staff & Public Works Department will review and confirm or deny eligibility of the location.

Step 4: Neighbor Outreach

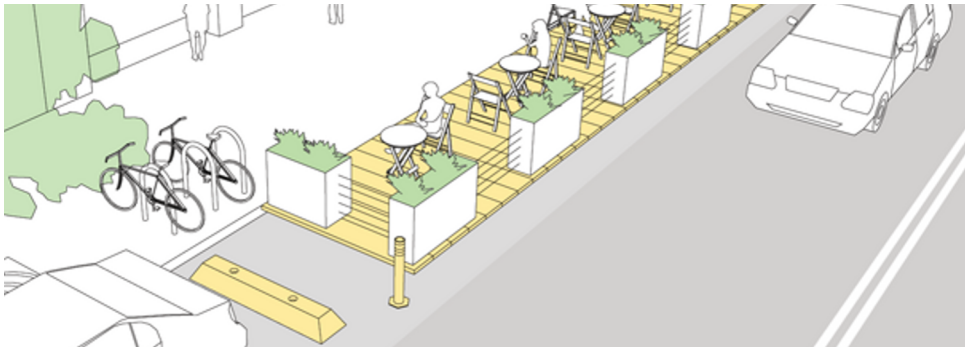
Parklet/Pedlet approval requires support from:

1. Property owner
2. Adjacent properties
3. Definitely De Pere

Complete the Stakeholder support form or obtain letters from each of the above to include in your application.

Step 5: Parklet/Pedlet Design

1. Develop a site plan and supporting design documents for the proposed parklet/pedlet.
2. Drawings should include dimensions, all details, finishes, colors.
3. Parklets/Pedlets must meet City Design Standards.



Attachment: Parklet-Pedlet Draft Guidelines and App (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regardling Parklet/Pedlet

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Parklet/Pedlet Design Components

Platform

The base of the parklet must be designed to allow for drainage and to be flush with the curb and sidewalk. Acceptable materials include stone, wood, concrete, synthetic lumber, metal, or combination. Surface should be slip resistant.

Enclosure

The enclosure delineates the edge of the parklet/pedlet and also buffers the space from the street. The enclosure height should be between 36" and 42". Taller and overhead elements will be considered on a case by case basis with a minimum vertical clearance of 84". Enclosures should be designed to not only be a buffer, but also be a feature of the parklet. They should be decorative and can incorporate planting areas and be an opportunity to showcase public art.

Features

All parklets must include a seating element in order to encourage gathering and enjoyment. Seating may be fixed benches or moveable furniture. Vegetation, in the form of planters and seasonal plants, is strongly encouraged. Vegetation should be selected based on hardiness, durability and interest and must be maintained in order to maintain clear sight lines to and from the street.

Other Elements

Other elements that would create a sense of place but are not noted specifically above will be reviewed on a case by case basis. The City invites a range of designs and layouts that reflect and promote arts and culture in De Pere.

Attachment: Parklet-Pedlet Draft Guidelines and App (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regardling Parklet/Pedlet

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Design Standards

- All parklets/pedlets to be publicly accessible and will be identified as such by a required sign provided by the Department of Public Works.

- Because parklets and pedlets are seasonal, they should be designed for easy removal.

- A sign no bigger than 2' x '2 is permitted in order to recognize project sponsors and material donors but no advertising, logos or other branding is permitted.

- Constructed to conform to the applicable provisions, rules and regulations of the Americans with Disabilities Act (ADA).
  - At least one accessible entry point must be incorporated into the parklet design.
  - Minimum vertical gap between curb and parklet platform is ¼". Level changes exceeding ¼" may require ramps.
  - The parklet must meet ADA requirements for wheelchair turning movements (60" x 60").
  - The parklet must meet ADA requirements for resting space of a wheelchair (30"x48").
  - An accessible route must connect the sidewalk to the parklet entry, platform surface, wheelchair turning space, and wheelchair resting space. The path must be a minimum of 36" wide on the sidewalk and must not pass over grates containing openings that permit the passage of a ½" diameter sphere.
  - Platforms shall not exceed a 2% cross slope.

- Must be offset 1' on all sides of the parking stall, except the curb side.

- Cannot be wider than 7' or longer than 38'

- Platform must be flush with the sidewalk using slip resistance materials. No more than a ½ inch gap permitted between the curb and the parklet.

- The platform may not be bolted into the curb, but may be bolted into the roadway, with the submittal an approval of a restoration plan and bond.

- Must include a continuous physical barrier (36 minimum) along the three street edges.

- Must not block curbside drainage. A gap of 6" should be maintained between the body of the deck and the curb, to facilitate movement of water.

- Must maintain clear and unobstructed sightlines to and from the street.

- Electrical connections to buildings must be designed in order to no impeded pedestrian traffic and will require a separate electrical permit. Solar powered lighting is permitted and encouraged. Connection to City light poles is not permitted.

- Public Works will provide wheel stops and flexible bollards for each approved parklet, additional traffic devices may be required.

Attachment: Parklet-Pedlet Draft Guidelines and App (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regardling Parklet/Pedlet

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Step 6: Maintenance Plan

Develop a written maintenance plan that addresses the day to day management of the parklet/pedlet including upkeep, repairs, debris removal, garbage clearing, plant pruning/watering, graffiti removal and securing furniture. See sample maintenance checklist in the appendix.

Step 7: Application Submittal

Requirements:

1. ROP Application ($32 fee)
   - A. Insurance Requirements
2. Parklet/Pedlet Application ($100 fee)
   - A. Application
   - B. Complete Stakeholder Support Form
   - C. Site Plan and Supporting Design Documents
   - D. Maintenance Plan
   - E. Design Standards Form

Submit no later than March 15

- If a Pedlet is proposed in order to provide room for a sidewalk cafe, the ROP application should include information for both.
- If alcohol beverage sales are proposed for a sidewalk café associated with a parklet, the liquor license premise amendment request will need to be requested from the Common Council.
- Refer to the appendix for the forms needed to complete an application.

Step 8: Review and Approval

March 15- April 15

City Staff reviews application to:

A. Determine if application is complete.
B. Determine if application meets requirements.
C. Review aspects related to streetscape enhancement, location, community support etc.

All decisions shall be in writing. Decisions to deny the application shall state the reasons for denial and provide the applicant information on how to appeal the denial determination to the City Board of Public Works.

Attachment: Parklet-Pedlet Draft Guidelines and App (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regarding Parklet/Pedlet

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Step 9: Construction, Inspection & Maintenance

- Installation date to be coordinated with the Public Works Department.
- Department of Public Works to provide City parklet sign. Applicant to install.
- Parklet/Pedlet construction to be overseen by an insured and certified contractor.
- Parklets should be assembled offsite to the extent possible in order to reduce the installation time in the street.
- Parklets must be constructed within 24 hours, or are subject to removal by the City.
- Before parklet/pedlet is open to the public:
  - Building Inspection Division to complete inspection to confirm conformance to design standards.
  - Department of Public Works to provide sign, install wheel stops and bollards.

Step 10: Removal

Remove no later than Novermber 1st

- Coordinate removal date with the Department of Public Works.
- Public Works to remove sign, wheel stops and bollards.

Oversight/Enforcement

City reserves the right to order removal of a parklet in the following instances:

- Municipal Code Violations
- Parklet not removed by November 1 each season
- Parklet/Pedlet not maintained per maintenance plan
- Parklet/Pedlet not ADA accessible
- For unseen safety issues, natural or man-made emergencies or to accommodate ROW access for emergency repairs

- Upon receiving notice to remove parklet/pedlet or portion of parklet/pedlet from the City of De Pere, applicant must remove within 48 hours. If applicant has not removed within 48 hours, the Public Works Department shall have the right to remove the parklet/pedlet and place the item into storage. Once in storage, the applicant shall be notified of its location and have five days to pick up the materials from the date of notification. If the applicant does not pick up the materials, the Public Works Department may recycle or discard the materials. The City reserves the right to remove a parklet or pedlet immediately in the event of an emergency.

- Any parklet/pedlet permit holder who fails to remove the parklet or comply with parklet guidelines may be banned from having a parklet/pedlet the following permit season.

Attachment: Parklet-Pedlet Draft Guidelines and App (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regardling Parklet/Pedlet

DRAFT

- **TIPS AND RESOURCES**
  - Consider programming your parklet with activities in order to generate activity. Parklet activities could include: Book club, knitting circle, kids activities, gardening workshop, game events, poetry reading, performances and more.
  - See the below links for more information on parklets:

  - LADOT Kit of Parts for Parklets:
    - http://peoplest.lacity.org/wp-content/uploads/2015/10/parkletKOP2015.pdf

  - City of Phoenix Parklet Design & Build Kit:
    - https://issuu.com/designrepublicus/docs/designrepublic_cityofphoenixparklet

  - Toolkit for Creating and Implementing Parklets by UCLA Luskin School of Public Affairs
    - https://nacto.org/docs/usdg/reclaiming_the_right_of_way_brozen.pdf

  - City of Boston Tactical Public Realm Guidelines on Parklets
    - https://www.boston.gov/sites/default/files/document-file-08-2018/final_parklets_0.pdf

Attachment: Parklet-Pedlet Draft Guidelines and App (8911 : Ordinance #19-24 Creating §106-6(b)(2)(D) DPMC Regardling Parklet/Pedlet

CITY OF DE PERE

PARKLET/PEDLET GUIDELINES

APPENDIX A

DRAFT

East De Pere Parklet/Pedlet Location Map

PERMITTED

NOT PERMITTED

City of De Pere
335 S. Broadway
De Pere, WI 54115
(920) 339-4053
dpbldg@mail.de-pere.org

Parklet/Pedlet Permit Application
Application and Record

Permit #: _____
Fee: $100
Receipt #: _____
Date: _____

☐ **Please check if you have already submitted a notice of intent for a proposed location.**

Application Process & Requirments Checklist :
- ☐ **Parklet/Pedlet Application**
- ☐ **ROP Application (Insurance Requirments)**
- ☐ **Stakeholder Support Form**
- ☐ **Site Plan & Design Documents**
- ☐ **Maintenance Plan**
- ☐ **Design Standards Form**

Applicant Information

Name:	Name of hosting business:	
Address:	Street address of proposed parklet/pedlet:	
Phone #:		
E-mail:	Name of property owner in front of parklet/pedlet:	
Liquor Licence # (if applicable):	Property Owner Phone:	Property Owner Email:

Designer Information

Designer:

- ☐ I don't know yet
- ☐ I will design parklet/pedlet myself
- ☐ I will hire a designer

Designer Name:

Phone Number:

Email:

Calendar

Notice of Intent & Applications Received: **January 1-March 15**

Review and Permit Issuance: **March 15-April 15**

Parklet/Pedlet Installation & Operation: **May 1-November 1**

Timing:
Permit may be issued for up to three years @ $100/year
1 year: $100 2 years: $200 3 years: $300

Steps for Parklet/Pedlet Authorization:

1. Notice of Intent is emailed to Community Development Staff
2. Application Submittal (Application, Stakeholder Support Form, Site Plan, Maintenance Plan, Design Standards Form)
3. Request for more information or determination by city.
4. Construction (Complete within 24 hours of start).
5. Inspection (Schedule with Building Services before opening to public).
6. Grand Opening (May 1st or later)
7. Removal- No later than November 1st- (Notify Public Works 1 week in advance).

Signatures:

Signature of Applicant/Authoried Agent	Signature of property owner in front of parklet/pedlet

8/8/19

CITY OF WEST ALLIS PHONE CALL

Notes from other Communities.docx

Shawn Mueller
414-302-8470
smueller@westalliswi.gov

How was policy received by business/property owners in the beginning?

In the beginning West Allis was one of the first communities in Wisconsin to propose a parklet/pedlet policy in 2014/15. They limited the policy to cover their downtown area which accommodates around 8 blocks. Originally businesses and the downtown bid board were skeptical of the policy, however the City of West Allis constructed a model parklet as a pilot and this greatly helped in expanding awareness and acceptance of them.

How many groups have constructed parklet/pedlets?

Currently there are 2 parklets that have been here for a few years and they keep returning every year.

What are the most common accolades of the program?

The most common accolades have been the City of West Allis, along with the downtown BID board who got along with the project after a pilot model was built and introduced by the City.

Most common complaints?

Initially during the process starting up, the city attorney had a lot of internal disputes about insurance requirements. Initially they wanted the business to cover too much of the parklet, and the cost in insurance rates for the business made any possibility of a parklet not financially feasible. Later on the insurance debate was settled with lowering the limit of coverage by businesses.

Most common questions?

After the pilot program many questions were answered by the businesses, and concerns and safety worries were quenched. Some inquiries do come up here and there about if the city would help assist or support a business in their pedlets, but nothing has come to fruition.

Is there anything they'd do differently if they were starting over? Or – have they made changes to the policies that have been significant?

None.

Is the popularity of parklet/pedlets growing, decreasing or staying the same?

The popularity has been slightly growing, as the city has received more inquiries every year.

What is the character of the streets where they most often see the pedlets (lanes of travel, speed, noise, etc?)- Their downtown actually is located on a state highway (Greenfield Ave), so it's very busy. However since a parklet is a temporary structure, the jurisdiction and maintenance of the policy surrounding it falls on the city.

CITY OF LA CROSSE PHONE CALL

Notes from other Communities.docx

Lewis Kuhlman
6087897361
kuhlmanl@cityoflacrosse.org

How was policy received by business/property owners in the beginning?

The policy was instigated by the Downtown Main St development organization and other businesses in the Pearl Street district along with push from the city. The initial response was varied, with many not supporting since alcohol service was not allowed. However no general objections were formed.

How many groups have constructed parklet/pedlets?

1 group has constructed a parklet

What are the most common accolades of the program?

The most common accolades are the City of La Crosse. Since in the 5 years since the program has been implemented, only one submission has been completed. The Main Street program sees the parklet policy as not being successful, due to the fact that the alcohol license has not been extended to the parklet space, and the parklet has remained public instead of private or semi-private.

Most common complaints?

Initially there were complaints about vehicles running into parklets or pedlets, but a local landscaping company was able to create a parklet as a model and most constituents and businesses were able to see that they were not dangerous or their complaints were not a warranted as they thought.

Most common questions?

The most common questions have been “will the parklet be private”, and can alcohol be served on the parklet. Many businesses have called interested in building a parklet, but in the 5 years only one parklet has been constructed. Lewis the planner at La Crosse commented that there should be a better follow-up process and more assistance from the city.

Is there anything they’d do differently if they were starting over? Or – have they made changes to the policies that have been significant?

They would change the permit fee from 200$ to 100$. The really is no reason to create additional financial burden on applicants, and the cost to the city is not great as it takes one inspection to approve it.

Is the popularity of parklet/pedlets growing, decreasing or staying the same?

The popularity has not grown, largely due to the fact that the alcohol license has not been extended to include parklets and the parklets have remained public.

What is the character of the streets where they most often see the pedlets (lanes of travel, speed, noise, etc?)

The character of the streets that the parklet policy was targeted toward has been pedestrian-orientated downtown shopping and commercial districts. The street in particular Pearl Street is a slow moving one-way street. The sidewalk-street space is 15ft in width compared with our sidewalk withth of 11ft.

CITY OF DE PERE

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

August 23, 2019

To: De Pere Business Improvement District (BID) Property Owners
From: Kim Flom, Development Services Director

2019 De Pere Business Improvement District Annual Meeting

The 2019 Annual Business Improvement District Meeting is scheduled for Friday, September 20 at 9:00 am at De Pere City Hall in the Council Chambers (second floor).

The Annual meeting is for the membership (all property owners within the district are automatically members of the BID) to discuss items pertaining to the BID with the BID Board. The BID Board is a separate entity from the Definitely De Pere Board. This meeting will also include review of and action on the 2020 BID Operating Plan.

The complete packet will be posted on the City's webpage at www.deperewi.gov a few days before the meeting. Click on the Agendas tab, and then select the Business Improvement District Board from the Meeting Groups drop-down box or select by meeting date. You can also review past BID Board meetings at this web location.

BID District Survey

Let us know what you think. Please take this very short online survey to share your thoughts on the Business Improvement District. https://www.surveymonkey.com/r/deperebid

De Pere Parklet Policy

The City of De Pere is considering a parklet/pedlet policy that would permit on-street parking spaces to be converted to seasonal public realm amenity areas. As a property (and possibly business) owner, we seek your feedback on the draft guideline manual. You can review it via the Development Services section of the City website under 'Recent News' or at the following link: http://www.deperewi.gov/department/index.php?structureid=15. Please provide any comments to me by October 1, 2019.

Contact me with any questions regarding the BID, BID Board, or items on the agenda (920-339-2370 or kflom@deperewi.gov). Hope to see you on September 20!

7. Informational - Parklet/Pedlet Draft Policy.

Development Services Director Kim Flom explained that this draft came out of conversations at Board of Public Works and Council related to the proposed Main Av bumpout project. Council members encouraged staff to explore the creation of a parklet/pedlet policy. The draft has been shared for public comment and review, with a deadline of October 1st to provide feedback. Kim noted that there will also be an opportunity to provide input at upcoming Board of Public Works and Council meetings. If approved, staff anticipates a program start date of January 2020. Discussion followed regarding review of the pilot program and the opportunity to make adjustments. Kim also answered Board members' questions. Larry Delo stated that the City is aware that there are concerns about alcohol sales which will have to be vetted as part of this process as well. Toni Minor, representing BID stakeholder Walgreens (East), stated that parking is always a concern, and losing an additional stall or two would be even more of an issue. She asked if there are any plans in the works for alternative parking. Kim stated that there is a proposal for additional parking behind the Kress Library, and the potential to add a few additional stalls by Ahlstrom Munksjo. These proposals are in the conceptual phase and would not be implemented for 2020. Larry stated that, while not in the budget yet, the City is considering the development of a strategic plan for parking in the entire downtown. He does not know if Council will agree to do this next year or not; however there is a need to do something more aggressive and comprehensive. Discussion followed regarding ongoing problems with parking, including perception issues and the need for education. Tom Gavic asked if the development of this draft policy provides an opportunity to address nuisance issues, such as prohibiting smoking in the parklets. Kim replied that staff can certainly include something like that in the draft; however, if the concern is more about smoking in general rights-of-way, that would be better addressed by City ordinance. Larry stated that when buildings became smoke free several years ago, the Council at that time decided not to prohibit smoking in public; this could however be revisited. BID member Bridget O'Connor read a statement from a fellow business owner, Mary Alexis Manning, who could not attend the meeting. Her statement described the features of successful downtowns that she has visited. She noted that she has not seen any parklets/pedlets during her travels. Mary Alexis would like to see more BID funds devoted to cleanliness, parking, and signage. Bridget said that she is a huge fan of public gathering areas, public art, and enhancing the downtown. She feels that this policy would negatively impact parking and safety, given that Main Av is a state highway. She encouraged the City to proceed cautiously and begin with a more restrictive policy, because she feels it would be difficult to pull back and take away something after it has been implemented. She challenged the Board and the City to consider how this great idea can be applied in different locations and spaces such as alleyways, side streets, back entrances, empty lots, etc. rather than on a state highway.

From: Timothy Howald <Timothy.Howald@tweetgarot.com>
Date: October 9, 2019 at 10:25:50 PM EDT
To: "tgavic@credohighered.com" <tgavic@credohighered.com>
Subject: BID Board Actions

Tom,

At the recent board annual meeting, a draft plan for DePere was approved that is not at all consistent with my recommendation to your board. I continue to maintain that parklets and pedlets are not appropriate for West DePere's busy thoroughfares. As a construction company that goes out of our way every minute of every day to avoid unsafe circumstances, it is almost incomprehensible that your board is voting at the same time to create unsafe opportunities for disaster. As a major employer in the area I respectfully request that you reconsider the wisdom of your proposed actions.

Also, consider the tremendous liability for the city the first time a distracted driver crashes through a decorative barricade on the way to potential tragedy. Regretfully, at that time, letters like this and others will be damning evidence for the first lawyer who subpoenas all correspondence on the fateful decision that you are making.

I do not mean to be an obstructionist. We moved our business to De Pere because of the casual, friendly, urban environemt that is DePere. But, we always need to temper that small-town feel and ambiance with the reality that both Main St. and Reid St. are highly-trafficked thoroughfares providing vital access to a very necessary and overcrowded bridge. Be realistic, it is no place for parklets or pedlets.

Sincerely,

Tim Howald
Tweet/Garot Mechanical

From: MaryAlexis [mailto:maryalexis@new.rr.com]
Sent: Friday, September 13, 2019 6:27 PM
To: Lindsay Brooks
Cc: Jen Berres; Mark Patel; Ryan Jennings; Gavic, Thomas; Ron Manning; Bridget Oconnor; Kimberly T. Flom; Tina Quigley; Dave Wegge; Rich Starry; Jason Tadych; Kimberlee Gast; Dr. Thomas Matzke; Mike Paroubek; amy.sorenson@snc.edu; Al Jamir; Angela Patel; Scott Hemauer; Shanna Zeitler; Ryan Jennings; Scott Crevier; Andy Krans
Subject: Re: Friday Committee Meeting

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

Greetings Tim and Lindsay!

It was I that circulated this thread to as many business folks as I could think of, both property and non property owners. We need more voices to be part of all of the ideas and proposals put forth by city and definitely DePere. It is the role of Definitely DePere to include property and business owners in these discussions. I would appreciate it if they would be front and center in disseminating this kind of information through their business information newsletter and other formats.
Thankyou for your thoughtful information and please stay in the discussion as much as possible. We value your presence and contribution to our community.
Cheers
MaryAlexis
345 Main

Sent from my iPad

On Sep 13, 2019, at 12:21 PM, Lindsay Brooks <info@runspoon.com> wrote:

Hello Neighbors,

Thank you to whoever included us — Tim and Lindsay Brooks from Runaway Spoon on Broadway in east De Pere — in this chain. We've read through the responses, and appreciated the dialogue. We have lived in De Pere most of our lives, we own three properties, and we're residents. We wanted to share our input, though our small business is swamped right now, and we don't have time to put things more eloquently, please no offense to any individuals for/against these proposals.

ALCOHOL: People are already drinking in public, and it's already a problem. We had someone vomit a large amount in our parking lot just a few days ago, and smash some of the flowers and herbs in our planters. We have been in our building for 8+ years, and our property and planters are REGULARLY used as trash bins by the public, most especially beer cans, bottles, and cigarette butts. Patrons of the nearby bar/s regularly loiter in our parking lot and smoke, the amount of cigarette butts is disgusting. We have people urinate in our parking lot, smash beer bottles, vomit. We've had very minor vandalism. This is already a tremendous nuisance, we cannot imagine it getting even worse, and we literally do not have time to clean up after other businesses' patrons. We don't think we should be encouraging more people to drink outside, and honestly can't believe that this is actually being discussed.

PARKLET/PEDLET: We reviewed the proposal materials that were previously circulated, and while we appreciated the thoroughness and spirit of the idea, we would never, never support any initiative that resulted in less parking. This seems like a "solution that is searching for a problem." We have a unique perspective on this, as we own a small parking lot in front of our building, at the corner of James and Broadway. While we are not a retail business per se, we are still very much affected by the lack of parking in De Pere. Our parking lot is a hot commodity, especially nights and weekends, when our catering company is most busy. We leave and return from events quite literally 24/7, and have large vehicles and trailers that barely fit in our tiny parking lot, and only one way. As a result we try to keep people from parking here, we always ask with a "please" and "thank you," we give them a 15 minute grace period, etc. "Where am I supposed to park?!?" is the number one response, by far that we receive. We have been called

every profanity known, screamed at, told that we were horrible people, we should get out of De Pere. My wife was called the "C word" by one of our neighbors (a fellow business owner!) when she asked him to please move his car as it was blocking her from leaving. All of this anger and conflict over parking!

With the concentration of businesses and offices in the small area of Broadway, there isn't enough parking for the workers, let alone customers. For example, the office building behind our property has probably 8-10(?) people working in it, and there are 9 parking spots on this side of our block. We should be adding parking, not taking it away.

We are not engaged much in the local business/property owner scene, simply because our business is our life, and we don't have time for anything else. But we chose to locate our business and invest in De Pere because we believe it to be a place that will take care of the best interests of its citizens and businesses … and we won't have to worry about that. This response has been all negative, but we have been incredibly PROUD of all the new initiatives — public art, beer gardens, etc — and look forward to all the wonderful things to come!!

Thanks for reading, and sincerely best wishes to all.

Lindsay and Tim Brooks
The Runaway Spoon

On Sep 13, 2019, at 9:28 AM, Jen Berres <jen@jenstaryoga.com> wrote:

Good morning from Colorado!

I understand as property owners you get the first communication and insight on what is going on economic development wise in De Pere. Whomever cc'd me into this- I thank you because as a business who has invested years my time to establish myself in DePere, I would ask why this is trying to get pushed through so fast?

Isn't it important to know what the businesses (along with building owners) who have invested their time and money think?

Here's my two cents: A pop-up in front of Jenstar Yoga could be a business killer. Imaging trying to take a yoga class with people potentially drinking, screaming and smoking outside your front door? Would you all come to my classes? Probably not. Without proper regulation on where these pop-ups happen it could be a disaster for a small business like mine.

Then there is parking, which I echo all the other West De Pere folks on. If people can't park- they go elsewhere.

I think the idea could be developed into something more thoughtful utilizing properties that are vacant or very strategic spots that don't take away parking or affect the businesses around. There are some good ideas in this email chain. It's not a bad proposal by any means, it's just not well thought out. This is coming from someone who really values arts, culture and community. Let's rework the vision a little. I'd be willing to help. We all want people to spend their time and money in De Pere!

Thanks for letting me voice my opinion! Hope the meeting was productive today.

Best,

Jen Berres
Jenstar Movement Studio

On Sep 13, 2019, at 6:25 AM, Mark Patel <coffee@lunacafe.com> wrote:

Please keep in mind that the parking issues on the east and west sides of town are quite different. Thanks.

From: Ryan Jennings [mailto:fitfamilyllc@gmail.com]
Sent: Friday, September 13, 2019 6:09 AM
To: Mark Patel
Cc: Gavic, Thomas; MaryAlexis; Ron Manning; Bridget Oconnor; Kimberly T. Flom; Tina Quigley; Dave Wegge; Rich Starry; Jason Tadych; Kimberlee Gast; Dr. Thomas Matzke; Mike Paroubek; amy.sorenson@snc.edu; Al Jamir; Angela Patel; Scott Hemauer; Lindsay Brooks; Shanna Zeitler; Yoga / Crossfit Jenn & Ryan; Ryan Jennings; Scott Crevier; Andy Krans
Subject: Re: Friday Committee Meeting

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

Hi everyone: This is the first I have seen of this policy. Well done! Kim put a lot of work into it and it shows. Downtowns must be worth the walk. We've got plenty of parking if business owners and staff park away from customer parking. Public Art, beautifully maintained planters, clean sidewalks and streets and yes, parklets all make a downtown worth walking. I'm loving all the progress we've been making!

I'm sure we will wrangle this at council, but I would be in favor of an alcohol premise extension to a parklet only being allowed to businesses that are considered restaurants (over 50% food) and perhaps only when the kitchen is open. I don't know how difficult it is to rescind an alcohol premise extension once it has been granted, but I would want it to be immediate if it is identified as a nuisance and reinstated by council action (not the other way around). Not sure if we can parse the municipal code this way for parklets but it would be good to be upfront about the desired use and consequences for misuse.

A minor point is that I'd like to see all the dimensions listed in inches for the construction for ease of understanding with the exception of the overall dimensions in feet. Have a great conversation! -Ryan.

From: Bridget O'Connor [mailto:bridget@oconnorconnective.com]
Sent: Thursday, September 12, 2019 10:00 AM
To: MaryAlexis; Gavic, Tom; Ron Manning
Cc: Kimberly T. Flom; Tina Quigley; Dave Wegge; Rich Starry; Jason Tadych; Kimberlee Gast; Dr. Thomas Matzke; Mike Paroubek; amy.sorenson@snc.edu; Al Jamir; Angela Patel; Scott Hemauer; coffee@lunacafe.com; Lindsay Brooks; Shanna Zeitler; Yoga / Crossfit Jenn & Ryan; Ryan Jennings; Scott Crevier; Andy Krans
Subject: Re: Friday Committee Meeting

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

Friends,

Tom invited me to join you on Friday, but I too will not be able to join in. I will be at a client meeting in Appleton all Friday morning.

I would like to second MaryAlex's comments.

I am a HUGE fan of the idea of public gathering places, public art, and enhancing our Downtown. Let me begin with saying we have made tremendous strides since I purchased my first building in De Pere in 2014. At that time, we had human trafficking happening on the East side of my building and illegal activity happening within and outside a bar on the West side of my building. We have resolved those issues—but it was painful, expensive, and hard-fought to get there.

Further improving our street, we have had more local investment in our properties on Main Avenue and that is promising. My personal commitment increased when I also purchased 355 Main—doubling our commitment to enhancing our community.

It is in that spirit that I ask the Economic Development Committee to look closely at the unintended consequences of Parklets/Pedlets. If our intent is to enhance the community, why not take the essence of this idea, as defined in the draft policy booklet, and apply the idea to open/empty lots that are awaiting development? We have many of them on both the East and West sides. We have a lot of places where we could put up "pop up" spaces or parket-type environments without restricting parking or bringing public drinking on to our streets.

While I am certainly a fan of enhancing our community's ability to creating gathering spaces and increase beautification of our downtown, I fear the draft parklet policy is shortsighted in five primary ways:

1. Parking. Certainly this will negatively impact parking spaces on Main and Reid on the West side. This is a big concern for businesses. While trying to rent spaces in our 355 Main Avenue property, the biggest concern I hear from possible tenants is parking.
2. Alcohol on the street. While this policy doesn't directly address how it would manage altering the current City requirements of no drinking on the street or sidewalk, it alludes to how a business could apply for approval through their liquor license. This would be a matter for the Council to approve. Based on dialogue that has already occurred at City Council meetings, it appears there is a pre-drawn conclusion that bars will be granted that right. This is a HUGE concern for me. Keeping alcohol inside taverns is the safest way for us to control what happens when crowds and alcohol mix. If you'd like to see this, I have plenty of video evidence of what occurs when people have drinks in their hands outside the walls of their bars.
3. Safety. If I am reading this correctly, pedlets put pedestrians off the sidewalk and create a space to walk in the street. That's not terribly safe given the State Highway we have on Main. Second, if the public has to walk through a party scene to get from point A to B, it may create a counter-effect where people will not want to walk around our downtown due to the smoking and drinking on the sidewalks.
4. Public Nuisances. As business owners, we are keenly aware of what happens on the sidewalk. Smoking. Litter. And I am sorry, but vomit, peeing, etc. Quality bars have great management and control public nuisances—however, we know that one way our businesses are protected by this behavior is having alcohol contained inside a bar. That was how we held bad actors accountable in the past. Further, the smoking that will now occur in front of our businesses will increase—making walking our streets more challenging if you seek clean air. Again, if you don't think this will happen, take a look at where people congregate outside bars. It's outside their front and back doors—and when the weather is bad, they step into other business doorways. I even have people standing on our grates, risking their life that they could fall through, only to avoid the wind. By bringing more drinking onto the street, we will be bringing more smoking onto the street.
5. The Main Avenue highway. The amount of traffic and speed of semis and other vehicles is significant. How do we propose to keep people safe if we are putting more pedestrians and patrons into the street. Is this even allowed by the State? If you do not know what it feels like to be 10 inches from a semi speeding by on Main, just stand in one of those parking spaces. You will feel how the wind, noise, and vibration impacts you. It's not relaxing or enjoyable. And semis make mistakes. My husband was completely sideswiped by a semi here this year. What if that was a parklet?

So, I would encourage the Economic Development Committee to consider how you can take the best of this idea and redirect it to something off the streets, that leaves alcohol off the sidewalks, helps us control public smoking and cigarette littering, and ensures public safety on our State Highway. My recommendation is to look at how you might use the open lots as an alternative to temporary public parkways.

Thank you. I regret that I cannot join you in person. Please do call on me if you have further questions.

With appreciation for your good work,

Bridget

Bridget Krage O'Connor
Owner/Principal

O'ConnorConnective
Strategy That Communicates

355 Main Avenue | De Pere, Wisconsin 54115
920.288.2980 (office) | 920.265.9391 (mobile)
www.oconnorconnective.com

On Sep 12, 2019, at 9:10 AM, MaryAlexis <maryalexis@new.rr.com> wrote:

Greetings All
I write you from the road as I won't be able to attend the EE meeting. This is a road trip and I have been to and through a number of cities big and small. Notable is the revival of downtown. Most impressive is the attention to the sensory experience. Downtowns have cleaned themselves up and control garbage, cigarette butts, smells, sounds(there is a no bark ordinance in Steamboat Springs) and sights. There are beautiful walkways past rivers, artwork, botanic gardens big and small.

Absent from these scenes are parklets and pedlets. I see sidewalks no wider than the ones we have in DePere with the kind of close to the building seating we currently have.The only alchohol served outside is at restaurants that are able to enclose the seating area with access through the establishment. We already accommodate this in situations such as we have at Stella's and Smoked to the bone.

There is plenty of downtown parking in most cities and the downtown streets are unobstructed for parking. In short, so far DePere is doing what other up and coming downtowns are doing. Parklets and pedlets will obstruct and eliminate parking on downtown streets. They are costly for the business owner and have a limited life throughout the year. I get feedback everyday from business owners about wanting to maintain the parking we have. I don't get feedback asking for ways to widen the sidewalk.

I encourage the city to continue to restrict serving alcohol outdoors. Any discussion of changing that ordinance should be a separate issue from the Parklet and pedlet discussion. Let's keep doing the things that make the downtown experience a quality time for residents, visitors and businesses.

Cheers
MaryAlexis Pfutzenreuter
345 Main Avenue
DePere, WI
Sent from my iPad

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #19-120 Regarding Special Event Fees.**

This Resolution is a companion to proposed Ordinance #19-23, which proposes increasing fees for High Hazard and Special Hazard events. This Resolution would raise those fees.

ATTACHMENTS:

- Reso19-120 (DOCX)

RESOLUTION #19-120

REGARDING SPECIAL EVENT FEES

WHEREAS, the Common Council wishes to establish revised fees for special events under Section 106-6 De Pere Municipal Code.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the following fees for special events:

- Low hazard Event - $25
- Medium Hazard Event - $50
- High Hazard Event - $250
- Special Hazard Event - $500

BE IT FURTHER RESOLVED THAT:

Such fees established hereunder shall be effective November 19, 2019.

BE IF 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 19th day of November, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: ____
Nays: ____
Board/Committee Approval: 11/12/19

Attachment: Reso19-120 (8930 : Resolution #19-120 Regarding Special Event Fees)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**Economic Development**
FROM:	**Kimberly Flom**
SUBJECT:	**Resolution #19-121 Authorizing Consultant Agreement with Baird for TIDs 12, 15 and 16.**

ATTACHMENTS:

- Reso19-121 (DOCX)
- Consultant Agreement-Baird(Boundary TID #12-Creation of TIDs #15 and #16)11-13-19 (PDF)
- Exhibit A-Baird Consultant Agreement (PDF)
- Exhibit B-Baird Consultant Agreement(PDF)
- Exhibit C-Baird Consultant Agreement(PDF)

RESOLUTION #19-121

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT W. BAIRD & CO. INCORPORATED
(Boundary Amendment to TID #12 and Creation of TIDs #15 and #16)

WHEREAS, the City is in need of development and consulting services for the following:

- a boundary amendment to Tax Increment Financing District (TID) #12;
- the creation of TID #15 (overlay district to TID #8); and
- the creation of TID #16 (123 North Broadway Street); and

WHEREAS, Robert W. Baird & Co. Incorporated has available and offers to provide personnel and equipment necessary to accomplish such services within the required time; 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 Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Robert W. Baird & Co. Incorporated, as is attached hereto as Exhibit 1, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-121 (8937 : Resolution #19-121 Authorizing Consultant Agreement with Baird for TIDs 12, 15 and 16)

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND ROBERT W. BAIRD & CO. INCORPORATED
(Boundary Amendment to TID #12 and Creation of TIDs #15 and #16)

THIS AGREEMENT made and entered into this ___ day of _____, 2019, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Robert W. Baird & Co. Incorporated (Baird), a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of consulting services for a boundary amendment to Tax Increment Financing District No. 12 (TID #12) and the creation of new Tax Increment Financing Districts Nos. 15 and 16 (TID #15 and TID #16 respectively); and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECTS

These projects entail:

1. consulting services for a boundary amendment to TID #12 to include two industrial properties currently located in TID #6, and as more fully described in Consultant's Proposal attached and incorporated as Exhibit A;
2. consulting services for the creation of TID #15 (as an overlay to TID #8) located in the area of Parcels WD-D0036 and WD-D0035-1-1, as more fully described in Consultant's Proposal attached and incorporated as Exhibit B; and
3. consulting services for the creation of TID #16 located in the area of Parcel No. ED-769 (123 North Broadway Street), as more fully described in Consultant's Proposal attached and incorporated as Exhibit C.

If a conflict exists between either Exhibits A, B or C and the terms and conditions of this Agreement, the terms of this Agreement shall prevail. Otherwise, the terms and conditions of this Agreement and the terms and conditions of the Exhibits shall both apply unless otherwise specified in this Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project, such changes shall not be effective unless incorporated into this Agreement by written amendment, signed by the parties.

Attachment: Consultant Agreement-Baird(Boundary TID #12-Creation of TIDs #15 and #16)11-13-19 (8937 : Resolution #19-121 Authorizing

II. SCOPE OF CONSULTING SERVICES

The scope of services on these projects are provided in Exhibits A, B, and C. Any change to the scope of services as identified herein or those described in said Exhibits shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm, or create a risk of significant harm, to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of each project as is required under Exhibits A, B and C. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibits A, B and C. Payment to the Consultant is due within 10 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

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

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following

minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered.

The Consultant agrees that the policies referenced-above shall not be modified or canceled, except upon Consultant's provision of 30 days' prior written notice to the City.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the gross negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

Attachment: Consultant Agreement-Baird(Boundary TID #12-Creation of TIDs #15 and #16)11-13-19 (8937 : Resolution #19-121 Authorizing

Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

This Section supersedes paragraphs V of Exhibits A, B and C.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. In addition, any breach of the Agreement specifically regarding a specific project or exhibit to this Agreement, shall not be considered to be a breach of the entire Agreement.

XVII. SUSPENSION OF WORK

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

Attachment: Consultant Agreement-Baird(Boundary TID #12-Creation of TIDs #15 and #16)11-13-19 (8937 : Resolution #19-121 Authorizing

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XX. NOTICES

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

Attachment: Consultant Agreement-Baird(Boundary TID #12-Creation of TIDs #15 and #16)11-13-19 (8937 : Resolution #19-121 Authorizing

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

If to Consultant:
Robert W. Baird & Co. Incorporated
Attn: Justin A. Fischer, Senior Vice President
777 East Wisconsin Avenue
Milwaukee, WI 53202

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

ROBERT W. BAIRD & CO. INCORPORATED	CITY OF DE PERE, WISCONSIN
By: _____	By: _____
Justin A. Fischer, Senior Vice President	Michael J. Walsh, Mayor
By: _____	By: _____
Name: _____	Carey E. Danen, City Clerk

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GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this "Agreement") is entered as of this ___ day of _____, 20__ by and between City of De Pere, Wisconsin ("Client") and Robert W. Baird & Co. Incorporated ("Baird").

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the development of a TIF district and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client's decision to retain Baird to provide general consulting services and Client's execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

- Assist in discussions with potential developers
- Evaluate economic feasibility of various TIF District scenarios
- Develop TIF District #12 amendment timeline
- Draft TIF District #12 project plan amendment (with the exception of mapping)
- Meet with City staff (in person or electronically) to facilitate analysis/discussion of the TIF District #12 project plan
- Attend public meetings (in person or electronically) to present the TIF District #12 project plan amendment
- Assist the City in compiling the necessary documents for submission to DOR.

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term "financial advisory services" means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird's primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm's-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

Attachment: Exhibit A-Baird Consultant Agreement (8937 : Resolution #19-121 Authorizing Consultant Agreement with Baird for TIDs 12, 15

A fixed fee equal to $6,750, payable within 10 business days upon completion of the Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of De Pere	**Robert W. Baird & Co. Incorporated**
By:_____	By:_____
Ms. Kimberly Flom, Director of Economic Development and Planning	Mr. Justin A. Fischer, Senior Vice President

GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this "Agreement") is entered as of this ___ day of _____, 20__ by and between City of De Pere, Wisconsin ("Client") and Robert W. Baird & Co. Incorporated ("Baird").

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the development of a TIF district and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client's decision to retain Baird to provide general consulting services and Client's execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

- Assist in discussions with potential developers
- Assist in the evaluation of the type of TIF District
- Evaluate economic feasibility of various TIF District scenarios
- Develop TIF District #15 creation timeline
- Draft TIF District #15 project plan (with the exception of mapping)
- Meet with City staff (in person or electronically) to facilitate analysis/discussion of the TIF District #15 project plan
- Attend public meetings (in person or electronically) to present the TIF District #15 project plan
- Assist the City in compiling the necessary documents for submission to DOR.

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term "financial advisory services" means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird's primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm's-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

Attachment: Exhibit B-Baird Consultant Agreement (8937 : Resolution #19-121 Authorizing Consultant Agreement with Baird for TIDs 12, 15

A fixed fee equal to $6,750, payable within 10 business days upon completion of the Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of De Pere	**Robert W. Baird & Co. Incorporated**
By:_____	By:_____
Ms. Kimberly Flom, Director of Economic Development and Planning	Mr. Justin A. Fischer, Senior Vice President

GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this "Agreement") is entered as of this ___ day of _____, 20__ by and between City of De Pere, Wisconsin ("Client") and Robert W. Baird & Co. Incorporated ("Baird").

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the development of a TIF district and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client's decision to retain Baird to provide general consulting services and Client's execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

- Assist in discussions with potential developers
- Assist in the evaluation of the type of TIF District
- Evaluate economic feasibility of various TIF District scenarios
- Develop TIF District #16 creation timeline
- Draft TIF District #16 project plan (with the exception of mapping)
- Meet with City staff (in person or electronically) to facilitate analysis/discussion of the TIF District #16 project plan
- Attend public meetings (in person or electronically) to present the TIF District #16 project plan
- Assist the City in compiling the necessary documents for submission to DOR.

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term "financial advisory services" means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird's primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm's-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

Attachment: Exhibit C-Baird Consultant Agreement (8937 : Resolution #19-121 Authorizing Consultant Agreement with Baird for TIDs 12, 15

A fixed fee equal to $6,750, payable within 10 business days upon completion of the Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of De Pere	**Robert W. Baird & Co. Incorporated**
By:_____	By:_____
Ms. Kimberly Flom, Director of Economic Development and Planning	Mr. Justin A. Fischer, Senior Vice President

Attachment: Exhibit C-Baird Consultant Agreement (8937 : Resolution #19-121 Authorizing Consultant Agreement with Baird for TIDs 12, 15

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #19-122 Authorizing Consultant Agreement with CliftonLarsonAllen LLP (Sewer Utility Rate Study).**

The Finance-Personnel Committee voted unanimously at its November 12, 2019 meeting to approve this request.

ATTACHMENTS:

- Reso19-122 (DOCX)
- Consultant Agreement-CLA LLP(Sewer Utility Rate Study)11-14-19 (PDF)
- Exhibit A-CLA Consulting Agreement (PDF)
- Sewer Rate Study Memo-November6 2019 (PDF)
- NEW Water 2020 draft budget (PDF)

RESOLUTION #19-122

AUTHORIZING CONSULTANT AGREEMENT WITH CLIFTONLARSONALLEN LLP
(Sewer Utility Rate Study)

WHEREAS, the City wishes to retain the services of a certified public accounting firm to prepare and present a sewer utility rate study; and

WHEREAS, CliftonLarsonAllen LLP has available and offers to provide personnel necessary to accomplish the required sewer utility rate study services within the required time frame; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the attached Agreement for Services Between the City of De Pere and CliftonLarsonAllen LLP for a sewer utility rate study.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____

Attachment: Reso19-122 (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

Attachment: Consultant Agreement-CLA LLP(Sewer Utility Rate Study)11-14-19 (8938 : Resolution #19-122 Consultant Agreement CLA LLP

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND CLIFTONLARSONALLEN LLP
(Sewer Utility Rate Study)

THIS AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and CliftonLarsonAllen LLP (CLA), a Wisconsin limited liability partnership ("Consultant").

WITNESSETH

WHEREAS, the City wishes to retain the services of a certified public accounting firm to prepare and present a sewer utility rate study to the Public Works Committee; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultant's Proposal (Exhibit A), attached hereto and incorporated by reference. If a conflict exists between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into this Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with the NEW Water preliminary draft 2020 budget, as well as necessary information concerning the project as are available.

Attachment: Consultant Agreement-CLA LLP(Sewer Utility Rate Study)11-14-19 (8938 : Resolution #19-122 Consultant Agreement CLA LLP

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

Attachment: Consultant Agreement-CLA LLP(Sewer Utility Rate Study)11-14-19 (8938 : Resolution #19-122 Consultant Agreement CLA LLP

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit A, payable in a lump sum at the conclusion of the project. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIII. SUBCONTRACTS

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

Attachment: Consultant Agreement-CLA LLP(Sewer Utility Rate Study)11-14-19 (8938 : Resolution #19-122 Consultant Agreement CLA LLP

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for

Attachment: Consultant Agreement-CLA LLP(Sewer Utility Rate Study)11-14-19 (8938 : Resolution #19-122 Consultant Agreement CLA LLP

filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XX. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:
CliftonLarsonAllen LLP
Attention: David Maccoux, CPA
2200 Riverside Drive; P.O. Box 23819
Green Bay, WI 54305-3819

Attachment: Consultant Agreement-CLA LLP(Sewer Utility Rate Study)11-14-19 (8938 : Resolution #19-122 Consultant Agreement CLA LLP

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

CLIFTONLARSONALLEN LLP

By: _____
David Maccoux, CPA

By: _____
Printed Name:_____
Title: _____

CITY OF DE PERE, WISCONSIN

By: _____
Michael J. Walsh, Mayor

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2019\Consultant Agreement-CLA LLP(Sewer Utility Rate Study)11-14-19.docx

Attachment: Consultant Agreement-CLA LLP(Sewer Utility Rate Study)11-14-19 (8938 : Resolution #19-122 Consultant Agreement CLA LLP

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

November 6, 2019

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

Dear Joe:

In accordance with your request, outlined below is a proposal to provide assistance to the City of De Pere in regard to cash flows and user charges of the wastewater collection utility enterprise fund.

Engagement Scope and Objectives

The scope of our engagement will be to prepare an analysis of current operating costs, capital expenditures, debt service payments and the present customer rate structure. As part of the analysis, we will project future cash inflows and outflows of the wastewater collection utility and provide recommendations for rate changes. We will also present our report and rate recommendations to the Public Works Committee and the City Council. Specifically, we will complete the following:

- Allocate costs of the wastewater utility between fixed and variable; including determining all costs applicable to treatment of high strength dischargers
- Assist the City in determining future capital expenditures of the wastewater utility including proposed methods of financing and rate recovery
- Preparation of a projection of wastewater utility operating cash flows
- Preparation of a recommendation for wastewater user charges, including understanding the rate methodology used by the Green Bay Metropolitan Sewerage District and the District's 2020 approved budget

Fees

The assistance will be provided by experienced CLA Government & Not-for-Profit staff. It is expected that David Maccoux, Scott Sternhagen and Dan Fochs will provide the majority of the hours in regard to this proposal. Dave has over 20 years of experience in consulting and auditing of Wisconsin utility operations. Scott Sternhagen and Dan Fochs completes utility rate analyzes for many utilities each year. Fees for services will be based on the number of hours worked at our standard rates. We estimate the cost of the proposed services will range from $5,800 to $6,700.

Acceptance

If the foregoing is acceptable to you, please return a signed copy of this proposal to me to confirm the engagement. We appreciate the opportunity to present our proposal for your consideration.

Sincerely,

David R. Maccoux

David Maccoux, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of De Pere.

_____
Signature

_____
Title

_____
Date

A member of Nexia International

Attachment: Exhibit A-CLA Consulting Agreement (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

To: Honorable Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Joe Zegers, Finance Director
RE: Consideration of Proposal from CLA LLP for Sewer Utility Rate Study
Date: November 8, 2019

NEW Water (formerly known as the Green Bay Metropolitan Sewerage District) just completed their preliminary draft 2020 budget which I have attached which includes their rate comparisons from 2019 to 2020. Page four of their draft budget indicates De Pere's share of costs increasing from $4,646,056 in 2019 to $5,042,677 in 2020 or a 8.54% increase for the City of De Pere. NEW Water plans to formally adopt their budget on December 4th. Since we now have their preliminary draft of the 2020 budget, we can now proceed to include this in our 2020 Sewer Rate Study in order to determine the proper rates for our general and industrial customers. In prior years we have retained our auditing firm Schenck SC (they merged into CLA LLP on January 1st) to prepare the sewer rate study because of their expertise and familiarity with both the City's and NEW Water's operations and their fees appear lower than other firms that have bid in the past. I have attached CLA's proposal for your consideration and review. Their cost is $5,800 to $6,700 which is slightly higher than their last two year's proposals of $5,500 to $6,400. I would expect our final charge to be only slightly higher than last year's charge of $5,350 due to familiarity efficiencies in completing the study.

We are expecting them to start preparing their report during the second half of November and present it to the Public Works Committee on December 9th, 2019. With this timeline we can fully implement the new rates for the general City customers quarterly billed for the 1st quarter at the end of March 2020 and for our monthly industrial customers for their January 2020 billing. I would ask you to approve the attached so we can timely proceed with determining and implementing the 2020 sewer rate structure.

If you have any questions feel free to contact me prior to the meeting.

Attachment: Sewer Rate Study Memo-November6 2019 (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

2020
Draft Budget
October 23, 2019

NEW Water
The brand of the Green Bay
Metropolitan Sewerage District

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

Table 129

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Municipal, Procter & Gamble, Green Bay Packaging and Fox River Fiber Rate Comparisons

Municipal Rate Comparison

Parameter	COS Title	2019 COS Rate (FRF Adjusted)	2020 COS Rate (FRF Adjusted)	2020 Budget Comparison with 2019 Adopted Budget
Volume (1,000 GALS)	Flow	$0.72428	$0.71771	($0.0066)
Biochemical Oxygen Demand (LBS)	BOD	$0.29558	$0.33495	$0.0394
Suspended Solids (LBS)	TSS	$0.26732	$0.27939	$0.0121
Phosphorus (LBS)	PHOS	$0.44398	$0.71622	$0.2722
Total Kjeldahl Nitrogen (LBS)	TKN	$0.74148	$0.82303	$0.0816

Note: Fixed Charge is billed separately as shown on page 3, Flow and Load Projections.

Procter & Gamble Operation & Maintenance Rate Comparison

Parameter	COS Title	2019 COS Rate (FRF Adjusted)	2020 COS Rate (FRF Adjusted)	2020 Budget Comparison with 2019 Adopted Budget
Volume (1,000 GALS)	Flow	$0.58964	$0.56140	($0.0282)
Biochemical Oxygen Demand (LBS)	BOD	$0.23376	$0.25878	$0.0250
Suspended Solids (LBS)	TSS	$0.20216	$0.20415	$0.0020
Phosphorus (LBS)	PHOS	$0.29866	$0.56971	$0.2711
Total Kjeldahl Nitrogen (LBS)	TKN	$0.67460	$0.74809	$0.0735

Note: Capital Charges for P&G to be billed separately.

Fox River Fiber Operation & Maintenance Rate Comparison

Parameter	COS Title	2019 COS Rate (FRF Adjusted)	2020 COS Rate (FRF Adjusted)	2020 Budget Comparison with 2019 Adopted Budget
Volume (1,000 GALS)	Flow	$0.48322	$0.53918	$0.0560
Biochemical Oxygen Demand (LBS)	BOD	$0.28558	$0.32249	$0.0369
Suspended Solids (LBS)	TSS	$0.25893	$0.26977	$0.0108
Phosphorus (LBS)	PHOS	$0.43155	$0.68871	$0.2572
Total Kjeldahl Nitrogen (LBS)	TKN	$0.71272	$0.78615	$0.0734

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Summary of Revenues and Expenses

	2018 Budget	2018 Actual	2019 Budget	% of Overall Expenses	Projected 2019 Year-End	2020 Budget	% of Overall Expenses	2020 Budget Favorable/ (Unfavorable) Variance	% Variance
Revenues									
Municipal User Fees (3)	$ 34,221,844	$ 34,174,012	$ 33,799,675	83.7%	$ 34,341,032	$ 35,549,256	85.4%	$ 1,749,581	5.2
P&G User Fees	1,441,121	1,492,900	1,342,045	3.3%	1,342,045	1,508,400	3.6%	166,355	12.4
Hauled Waste User Fees	416,872	800,773	541,357	1.3%	541,357	531,538	1.3%	(9,819)	-1.8
Mills Direct Charges	109,756	117,559	117,200	0.3%	117,200	117,200	0.3%	-	0.0
P&G Capital Charges	1,037,677	1,033,729	1,163,822	2.9%	1,163,822	1,204,467	2.9%	40,645	3.5
General Reserve Interest	2,175	175,606	14,019	0.0%	14,019	21,855	0.1%	7,836	55.9
Other Revenues	350,152	142,662	1,177,704	2.9%	636,345	664,240	1.6%	(513,464)	-43.6
	$ 37,579,597	**37,937,241**	**38,155,822**	**94.5%**	**38,155,820**	**$ 39,596,956**	**95.2%**	**$ 1,441,134**	**3.8**
DEBT and ICR Reserve Transfers	2,334,123	2,334,123	2,027,034	5.0%	2,027,034	1,536,616	3.7%	(490,418)	-24.2
General Fund Transfers	-	(173,431)	175,000	-	(525,000)	480,000	268.8%	305,000	174.3
	$ 2,334,123	**$ 2,160,692**	**$ 2,202,034**	**5.5%**	**$ 1,502,034**	**$ 2,016,616**	**4.8%**	**$ (185,418)**	**-8.4**
Total Revenues	**$ 39,913,720**	**$ 40,097,933**	**$ 40,357,855**	**100.0%**	**$ 39,657,854**	**$ 41,613,572**	**100.0%**	$ 1,255,717	3.1
Expenses									
Salaries & Benefits	$ 10,401,955	$ 9,997,075	$ 10,741,619	26.6%	$ 10,741,619	$ 11,382,923	27.4%	$ (641,304)	-6.0
Power	1,923,964	2,678,554	1,537,400	3.8%	1,537,400	1,598,677	3.8%	(61,277)	-4.0
Contracted Services	3,588,058	3,423,259	2,966,020	7.3%	2,966,020	3,863,924	9.3%	(897,904)	-30.3
Maintenance & Repairs	1,942,867	1,523,139	1,688,721	4.2%	1,688,721	1,634,541	3.9%	54,180	3.2
Chemicals	945,239	802,577	1,045,447	2.6%	1,045,447	968,403	2.3%	77,044	7.4
Natural Gas & Fuel Oil	487,404	1,208,015	327,449	0.8%	327,449	702,907	1.7%	(375,458)	-114.7
Solid Waste Disposal	180,686	133,001	283,828	0.7%	283,828	254,828	0.6%	29,000	10.2
Interceptor System (1)	690,490	801,429	1,106,301	2.7%	1,106,301	631,136	1.5%	475,165	43.0
Office & Administrative	631,146	570,076	614,468	1.5%	614,468	659,991	1.6%	(45,523)	-7.4
Insurance	250,375	222,145	274,830	0.7%	274,830	276,490	0.7%	(1,660)	-0.6
Supplies	220,187	127,681	218,826	0.5%	218,826	221,774	0.5%	(2,948)	-1.3
Employee Training & Development	175,094	143,911	186,978	0.5%	186,978	178,562	0.4%	8,416	4.5
Travel and Meetings	75,815	77,657	70,791	0.2%	70,791	88,493	0.2%	(17,702)	-25.0
DNR Environmental Fees	136,000	124,975	131,000	0.3%	131,000	131,000	0.3%	-	0.0
Contingency						-		-	0.0
Total O & M Expenses	**$ 21,649,280**	**$ 21,833,494**	**$ 21,193,678**	**52.5%**	**$ 21,193,678**	**$ 22,593,649**	**54.3%**	**$ (1,399,971)**	**-6.6**
Debt Service (2)	$ 15,253,439	$ 15,253,439	$ 16,216,177	40.2%	$ 16,216,177	$ 17,248,923	41.5%	$ (1,032,746)	-6.4
Annual Capital	3,011,000	3,011,000	2,948,000	7.3%	2,248,000	1,771,000	4.3%	1,177,000	39.9
Total Debt Service, Annual Capital & Rate Stabilization	**$ 18,264,439**	**$ 18,264,439**	**$ 19,164,177**	**47.5%**	**$ 18,464,177**	**$ 19,019,923**	**45.7%**	**$ 144,254**	**0.8**
Total Expenses	**$ 39,913,719**	**$ 40,097,933**	**$ 40,357,855**	**100.0%**	**$ 39,657,855**	**$ 41,613,572**	**100.0%**	**$ (1,255,717)**	**-3.1**

Notes:
(1) Interceptor System includes all expenses related to Interceptors, Meter and Lift Stations, including chemicals, power, phones, pretreatment program, and water.
(2) Debt Service for 2020 reflects collection and payments for 2021 Debt Payments.
(3) Municipal User Fees equal municipal customers plus Fox River Fiber.

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Flow and Load Projections - with FRF Adjustment

	VOLUME		BOD		TSS		PHOS		TKN		65.0% Fixed Charge	
	(1000 gallon)	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Amount	Total Amount
City of Green Bay	5,300,000	$ 3,803,872	7,234,423	$2,423,189	8,562,010	$2,392,128	181,746	$130,171	1,222,327	$1,006,014	$ 5,064,568	$ 14,819,940
City of De Pere	1,280,000	918,671	4,002,900	1,340,782	2,432,099	679,501	27,285	19,542	282,837	232,784	1,851,398	5,042,677
Fox River Fiber	300,000	161,755	1,235,846	398,552	908,069	244,971	28,511	19,636	266,079	209,178	641,891	1,675,984
Village of Allouez	710,000	509,575	747,792	250,475	1,003,800	280,450	21,372	15,307	154,164	126,882	585,594	1,768,283
Village of Ashwaubenon	1,410,000	1,011,973	2,486,484	832,854	2,674,376	747,190	64,164	45,956	317,143	261,019	1,588,579	4,487,571
Village of Bellevue	650,000	466,513	846,660	283,591	900,840	251,684	23,136	16,571	179,244	147,523	580,364	1,746,246
Village of Hobart	200,000	143,542	304,464	101,981	360,708	100,778	7,452	5,337	60,420	49,728	211,362	612,728
Village of Howard	830,000	595,701	777,446	260,408	1,841,147	514,395	25,264	18,095	299,253	246,295	852,585	2,487,478
Village of Luxemburg	175,000	125,600	31,000	10,384	46,000	12,852	1,800	1,289	10,000	8,230	49,415	207,770
Village of Pulaski	196,000	140,671	55,080	18,449	53,796	15,030	7,224	5,174	38,616	31,782	68,889	279,996
Village of Suamico	203,000	145,695	549,083	183,917	544,641	152,166	11,927	8,542	72,555	59,715	321,758	871,794
Town of Ledgeview Sanitary District #2	185,000	132,777	234,996	78,713	254,844	71,200	7,512	5,380	55,608	45,767	164,714	498,551
Town of Lawrence - Utility District	120,000	86,125	254,676	85,304	447,516	125,031	6,204	4,443	48,000	39,506	205,292	545,702
Pittsfield Sanitary District	12,500	8,971	16,697	5,593	27,524	7,690	456	327	3,451	2,840	13,818	39,239
Scott Municipal Utility	120,000	86,125	156,648	52,470	260,254	72,712	4,846	3,471	37,332	30,725	131,857	377,360
Dyckesville Sanitary District	28,500	20,455	37,167	12,449	61,269	17,118	1,014	726	7,683	6,323	30,866	87,937
Total Municipal	11,720,000	$ 8,358,022	18,971,362	$6,339,109	20,378,893	$5,684,897	419,913	$299,967	3,054,712	$2,504,311	$ 12,362,950	$ 35,549,256
Hauled Waste	28,752	20,265	322,368	180,767	539,471	265,063	7,714	8,958	56,090	56,485	-	531,538
Procter & Gamble	1,550,000	$ 870,165	589,068	$ 152,440	2,224,572	$ 454,152	2,172	$ 1,237	40,644	$ 30,405	$ -	$ 1,508,400
Total Mill	1,550,000	$ 870,165	589,068	$ 152,440	2,224,572	$ 454,152	2,172	$ 1,237	40,644	$ 30,405	$ -	$ 1,508,400
Grand Total												
Units	13,298,752		19,882,798		23,142,936		429,799		3,151,446			
Costs		$ 9,248,452		$6,672,316		$6,404,112		$310,162		$2,591,201	$ 12,362,950	$ 37,589,193

Note: Fixed Charge is billed 1/12 of annual amount each month.

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
User Fees by Source

	2020 Budget	2019 Budget	2018 Actual	2017 Actual	2016 Actual
City of Green Bay	$14,819,940	$14,476,493	$14,057,433	$14,974,753	$13,827,312
City of De Pere	5,042,677	4,646,056	4,480,750	5,434,550	5,037,348
Fox River Fiber	1,675,984	1,450,323	1,829,527	1,163,311	1,084,874
Village of Allouez	1,768,283	1,741,047	1,653,805	1,780,075	1,749,897
Village of Ashwaubenon	4,487,571	4,044,325	3,817,487	4,069,542	3,977,249
Village of Bellevue	1,746,246	1,663,872	1,649,952	1,740,876	1,593,290
Village of Hobart	612,728	597,697	545,071	568,425	459,957
Village of Howard	2,487,478	2,459,531	1,819,469	2,410,582	2,408,423
Village of Luxemburg	207,770	264,432	239,987	225,721	174,364
Village of Pulaski	279,996	285,720	303,684	318,328	317,468
Village of Suamico	871,794	692,384	709,620	725,354	669,926
Town of Ledgeview Sanitary District #2	498,551	489,169	463,003	505,389	469,136
Town of Lawrence - Utility District	545,702	482,198	457,110	455,156	374,940
Pittsfield Sanitary District	39,239	38,331	32,991	37,351	38,741
Scott Municipal Utility **	377,360	381,073	0	0	0
Dyckesville Sanitary District	87,937	87,024	75,008	84,852	87,100
New Franken Sanitary District **	0	0	38,850	43,742	45,153
Royal Scott Sanitary District **	0	0	75,347	90,566	84,184
Town of Scott Sanitary District #1 **	0	0	150,671	169,977	178,443
Bayshore Sanitary District **	0	0	59,011	67,899	70,015
Hauled Waste *	531,538	541,357	1,895,252	1,823,820	1,280,178
Total Municipal	**$36,080,793**	**$34,341,032**	**$34,354,027**	**$36,690,269**	**$33,927,997**
Procter & Gamble	1,508,400	1,342,045	1,492,757	1,425,552	1,275,813
Total Mill	**$1,508,400**	**$1,342,045**	**$1,492,757**	**$1,425,552**	**$1,275,813**
Total User Fees	**$37,589,193**	**$35,683,077**	**$35,846,784**	**$38,115,821**	**$35,203,811**

* Hauled Waste for 2016, 2017, & 2018 was significantly higher due to special projects with the three cheese facilities.

** Scott Municipal Utility is a consolidation of New Franken Sanitary District, Royal Scott Sanitary District, Town of Scott Sanitary District #1, and Bayshore Sanitary District.

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Municipal Cost of Service

	Total	VOLUME	BOD	TSS	PHOS	TKN	Fixed Charge
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units (1)		11,720,000	18,971,362	20,378,893	419,913	3,054,712	11,720,000
Cost of Service							
Municipal							
Operating Cost	$19,435,836	$ 7,838,900	$4,910,761	$4,161,277	$ 239,286	$2,285,612	$ -
Pretreatment Cost Allocation	266,308	0	130,890	87,335	5,737	42,346	0
Capital Cost	6,427,413	514,404	407,791	292,111	50,185	148,645	5,014,276
Solids Project - Capital Cost	9,419,699	4,718	889,666	1,144,174	4,758	27,709	7,348,674
Total Cost	$35,549,256	$ 8,358,022	$6,339,109	$5,684,897	$ 299,967	$2,504,311	$12,362,950
Unit Operating Cost		$0.66885	$0.26575	$0.20848	$0.58351	$0.76209	
Unit Capital Cost		$0.04429	$0.06839	$0.07048	$0.13084	$0.05773	
Unit Combined Cost		$0.71314	$0.33414	$0.27896	$0.71435	$0.81982	
Fox River Fiber (FRF) Adjustment (2)		$0.00457	$0.00081	$0.00043	$0.00187	$0.00321	
Adjusted Unit Combined Cost		$0.71771	$0.33495	$0.27939	$0.71622	$0.82303	

(1) Exclude Hauled Waste flows and loads.

(2) FRF Adjustment removes interceptor costs from FRF Cost of Service

GBMSD MUNICIPAL BUDGET RATE HISTORY	VOLUME	BOD	SS	PHOS	TKN
2020	$0.71771	$0.33495	$0.27939	$0.71622	$0.82303
2019	$0.72428	$0.29558	$0.26732	$0.44398	$0.74148
2018	$0.69897	$0.35126	$0.28304	$0.75833	$0.70556
2017	$0.72126	$0.41913	$0.36651	$0.58901	$0.76448
2016	$0.79357	$0.43068	$0.41292	$0.60597	$0.64043
2015	$0.80448	$0.39331	$0.34822	$0.56768	$0.65358

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Hauled Waste Cost of Service

	Total	VOLUME	BOD	TSS	PHOS	TKN	Fixed Charge
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		28,752	322,368	539,471	7,714	56,090	0
Cost of Service							
Operating Cost	$255,898	$15,985	$83,423	$110,134	$4,395	$41,960	$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	105,412	2,287	37,528	55,949	2,360	7,287	0
Solids Project - Capital cost	170,228	1,993	59,816	98,979	2,203	7,237	0
Direct Charges	0	0	0	0	0	0	0
FRF Adjustment	0	0	0	0	0	0	0
Total Cost	**$531,538**	**$20,265**	**$180,767**	**$265,063**	**$8,958**	**$56,485**	**$0**
Unit Operating Cost		$0.55597	$0.25878	$0.20415	$0.56971	$0.74809	$0.00000
Unit Capital Cost		$0.149	$0.302	$0.287	$0.592	$0.259	$0.000
Unit Combined Cost		**$0.705**	**$0.561**	**$0.491**	**$1.161**	**$1.007**	**$0.000**

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Procter & Gamble Cost of Service

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		1,550,000	589,068	2,224,572	2,172	40,644	1,550,000
Cost of Service							
Operating Cost	$1,508,400	$870,165	$152,440	$454,152	$1,237	$30,405	$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	436,490	0	0	0	0	0	436,490
Solids Project - Capital Cost	767,977	0	0	0	0	0	767,977
Direct Charges	73,074	0	0	0	0	0	0
Total Cost	**$2,785,941**	**$870,165**	**$152,440**	**$454,152**	**$1,237**	**$30,405**	**$1,204,467**
Unit Cost		$0.56140	$0.25878	$0.20415	$0.56971	$0.74809	
Unit Capital Cost (1)		$0.00000	$0.00000	$0.00000	$0.00000	$0.00000	
Unit Combined Cost		**$0.56140**	**$0.25878**	**$0.20415**	**$0.56971**	**$0.74809**	

BUDGET RATE HISTORY	VOLUME	BOD	TSS	PHOS	TKN
2020	$0.56140	$0.25878	$0.20415	$0.56971	$0.74809
2019	$0.58964	$0.23376	$0.20216	$0.29866	$0.67460
2018	$0.58847	$0.28878	$0.22148	$0.69239	$0.64105
2017	$0.58553	$0.26840	$0.20301	$0.43617	$0.64104
2016	$0.05342	$0.25789	$0.18371	$0.38906	$0.49819
2015	$0.52549	$0.26270	$0.19420	$0.40750	$0.50956

Note: (1) Capital Charges for P&G to be billed separately.

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Fox River Fiber Cost of Service

	Total	VOLUME	BOD	TSS	PHOS	TKN	Fixed Charge (1)
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		300,000	1,235,846	908,069	28,511	266,079	-
Cost of Service							
Operating Cost	$ 921,312	$ 200,654	$ 319,900	$ 185,424	$ 16,247	$ 199,087	$ -
Pretreatment Cost Allocation	16,496	-	8,527	3,892	390	3,688	-
Capital Cost	822,791	13,288	84,520	64,000	3,730	15,361	641,891
Solids Project	-	-	-	-	-	-	-
Subtotal Cost of Service	$ 1,760,599	$ 213,943	$ 412,947	$ 253,315	$ 20,367	$ 218,137	$ 641,891
Direct Charges	49,589	-	-	-	-	-	-
Less FRF Adjustment	(84,615)	(52,188)	(14,395)	(8,343)	(731)	(8,958)	-
Total Cost	**$ 1,725,573**	**$ 161,755**	**$ 398,552**	**$ 244,971**	**$ 19,636**	**$ 209,178**	**$ 641,891**
Unit Cost		$0.71314	$0.33414	$0.27896	$0.71435	$0.81982	
FRF Adjustment		(0.17396)	(0.01165)	(0.00919)	(0.02564)	(0.03367)	
Unit Cost (with FRF Adjustment)		**$0.53918**	**$0.32249**	**$0.26977**	**$0.68871**	**$0.78615**	

BUDGET RATE HISTORY	VOLUME	BOD	TSS	PHOS	TKN
2020	$0.53918	$0.32249	$0.26977	$0.68871	$0.78615
2019	$0.48322	$0.28558	$0.25893	$0.43155	$0.71272
2018	$0.44504	$0.33742	$0.27266	$0.72553	$0.67474
2017	$0.53436	$0.40685	$0.35735	$0.56875	$0.73482
2016	$0.63165	$0.41777	$0.40379	$0.58647	$0.61550
2015	$0.59821	$0.38082	$0.33967	$0.55008	$0.63145

Note (1): The Fixed Charge for Fox River Fiver to be billed separately by the City of DePere.

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2020 Proposed Budget - October 23, 2019
Allocation of Capital and Debt Service Costs (1)

Debt Service	FY2020	Allocations Municipal	Procter & Gamble (1)
Debt Service - Municipal Only			
Clean Water Fund Loans			
4198-18 Scott Bayshore Interceptor	45,717	45,717	0
4198-21 East Tower Drive Interceptor	182,776	182,776	0
4198-29 Phase Two Interceptor Rehabilitation	216,163	216,163	0
4198-45 De Pere Facility East Service Area Interceptor Rehabilitation	186,778	186,778	0
East River Interceptor Rehabilitation (2018 New)*	265,793	265,793	0
Ninth Street Interceptor Rehabiliation (2019 New)	201,056	201,056	0
East Fox River Interceptor Rehabilitation	47,400	47,400	0
Fox River Crossing Rehabilitation	26,200	26,200	0
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	475,488	475,488	0
Total Debt Service - Municipal Only (2)	**$1,647,371**	**$1,647,371**	**$0**
Debt Service - Common to All			
4198-02 Bar Screen Replacement	100,614	94,057	6,557
4198-09 Service Water System	64,640	60,427	4,212
4198-24 Electrical Generation Facility	208,229	194,660	13,569
4198-25 RAS/WAS Improvements	662,801	619,609	43,192
4198-27 Solids Process Improvement	352,427	329,461	22,966
4198- 32 GBF: Administration & Maintenance Building HVAC Replacement *	206,374	192,925	13,448
4198-35 Combined Treatment Facilities Projects	300,587	280,999	19,588
4198-37 Consolidation/Conveyance Project	880,772	823,376	57,396
4198-44 R2E2 Solids Management *	981,045	908,261	72,784
4198-48 DPF: UV Disinfection System Upgrade *	270,966	253,309	17,658
4345-04 De Pere Facility	257,532	240,750	16,782
4198-99 Green Bay Facility Solids Management Plan Construction (R2E2)	8,502,224	7,871,446	630,779
4198-52 Green Bay Disinfection Project *	112,991	104,608	8,383
4198-53 DPF Substation & Emergency Generator (2019 Budget)	718,437	665,136	53,301
GBF & DPF: Clarifier Rehabilitation (2018 New)*	204,867	191,517	13,350
GBF: Gravity Belt Thickener Replacement	111,849	104,560	7,289
DPF: Tertiary Filter Replacement (2019 New)	297,000	277,646	19,354
GBF: Maintenance Building Addition (2021 New)	62,000	57,960	4,040
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	277,462	259,381	18,081
Promissory Note to City of De Pere	160,485	150,027	10,458
Green Bay Facility Solids Management Plan - Design	868,250	803,835	64,415
Total Debt Service - Common to All (2)	**$15,601,551**	**$14,483,949**	**$1,117,603**
Debt Service Offsets			
Georgia-Pacific - Capital Payment	(429,694)	(429,694)	0
4198-29 City of De Pere Rehabilitation Interceptor Ashwaubenon Creek Payment	(53,472)	(53,472)	0
Less Debt Payments Funded from ICR Reserve **	(413,349)	(413,349)	0
City of Green Bay Interceptors Payment	(292,431)	(292,431)	0
Town of Lawrence Interceptors Payment ((9th Street Seg 5 Ext., Ashw. Creek 2,3,4,6,7	(197,077)	(197,077)	0
New Franken Sanitary District Interceptors Payment	(21,621)	(21,621)	0
Royal Scott Sanitary District #1 Interceptor Payment	(8,902)	(8,902)	0
4198-45 De Pere Eastside Interceptor Rehabilitation	(120,071)	(120,071)	0
Total Debt Service Offsets	**($1,536,616)**	**($1,536,616)**	**$0**
TOTAL DEBT SERVICE	**$15,712,307**	**$14,594,705**	**$1,117,603**
ANNUAL CAPITAL OUTLAY			
Regular			
2020 Requests - Allocated to All	1,531,000	1,435,388	95,612
2020 Requests - Allocated to Municipal Only	240,000	240,000	0
TOTAL ANNUAL CAPITAL OUTLAY	**$1,771,000**	**$1,675,388**	**$95,612**
TOTAL ANNUAL CAPITAL AND DEBT SERVICE	**$17,483,307**	**$16,270,092**	**$1,213,215**
REVENUES AND TRANSFERS			
Interest Income	($21,855)	($21,855)	$0
Miscellaneous Revenue - Capital ***	($134,233)	($125,486)	($8,747)
Total Non-Rate Revenues (Capital-Related)	**($156,088)**	**($147,341)**	**($8,747)**
Net Annual Capital and Debt Service	**$17,327,219**	**$16,122,751**	**$1,204,467**

(1) Based on Revised Cost of Service Allocations from CDM Smith, Inc. June 2016 (Table 5). Debt Collection is for 2021 debt service payments.
(2) Total Debt Collected in 2020 Budget for 2021 Debt payments. Metropolitan Sewerage Districts are permitted to abate taxation by having sufficient fun in its designated debt service fund to pay those debt obligations for the following year.
Metropolitan Sewerage Districts Subchapter I 200.13(2),(5) permits Sewerage Districts to levy a tax upon property for its performance of duties.
* Note: 2018 & 2019 Payments for Debt Service over collected for these projects due to timing on submitting loan. The 2008 Improvement Bond Re-Iss
** Note: Less Debt Payments funded from ICR Reserve.

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Summary of Debt Service Schedule

Issue	Description	Original Amount	2020 Budget for 2021 Debt Payments	Loan Date	Last Paymen
4198-09	Service Water System	946,212	64,640	7/11/2001	May 2021
4198-02	Bar Screens Replacement	1,490,715	100,614	7/11/2001	May 2021
4198-18	Scott Bayshore Interceptor	695,592	45,717	2/27/2002	May 2021
4345-04	De Pere Facility	3,881,879	257,532	12/31/2007	May 2021
4198-27	Solids Process Improvement	5,347,693	352,427	12/8/2004	May 2024
4198-21	East Tower Drive Interceptor	2,761,526	182,776	4/13/2005	May 2024
Dec. 2007	Promissory Note to City of De Pere	2,000,000	160,485	12/28/2007	Dec 2027
Sept. 2008	2008 General Obligation - Sewerage System Improvement Bond Re Issue 03/2018	6,505,000	752,950	3/15/2028	May 2028
4198-25	RAS/WAS Improvements	10,460,782	662,801	3/19/2018	May 2028
4198-35	Combined Treatment Facilities Projects	4,211,341	300,587	12/9/2009	May 2029
4198-37	Consolidation/Conveyance Project	12,821,922	880,772	12/9/2009	May 2029
4198-29	Phase Two Interceptor Rehabilitation	3,421,382	216,163	11/10/2010	May 2030
4198-24	Electrical Generator Project	3,246,148	208,229	12/22/2010	May 2030
4198-32	GBF: Administration & Maintenance Building HVAC Replacement *	3,133,312	206,374	4/10/2013	May 2032
July 2013	Green Bay Facility Solids Management Plan - Design	20,000,000	868,250	8/20/2013	May 2038
4198-45	De Pere Facility East Service Area Interceptor Rehabilitation	3,146,593	186,778	12/12/2012	May 2032
4198-48	DPF: Disinfection System Upgrade *	4,272,020	270,966	1/8/2014	May 2033
4198-44	Green Bay Facility Solids Management Plan Construction (R2E2)	15,209,242	981,045	8/13/2014	May 2034
4198-52	GBF: Disinfection System Upgrade *	1,850,000	112,991	12/23/2015	May 2035
4198-53	DPF Substation & Emergency Generator	14,847,867	718,437	6/30/2019	Jun 2039
4198-99	Green Bay Facility Solids Management Plan Construction (R2E2)*	130,000,000	8,502,224	10/14/2015	May 2035
	Total Existing Debt	**$250,249,225**	**$16,032,758**		
(New)	GBF: Gravity Belt Thickener Replacement	4,919,311	111,849	8/31/2021	Aug 2041
(New)	GBF & DPF: Clarifier Rehabilitation (2018 New)*	42,000,000	204,867	3/31/2021	Mar 2041
(New)	Ninth Street Interceptor Rehabiliation (2019 New)	3,000,000	201,056	5/30/2020	May 2040
(New)	East River Interceptor Rehabilitation (2018 New)*	3,106,000	265,793	8/31/2021	Aug 2041
(New)	Fox River Crossing Rehabilitation	1,779,325	26,200	8/31/2021	Aug 2041
(New)	East Fox River Interceptor Rehabilitation	3,035,320	47,400	5/30/2020	May 2040
(New)	DPF: Tertiary Filter Replacement (2019 New)	8,350,000	297,000	10/31/2020	Oct 2040
(New)	GBF: Maintenance Building Addition (2021 New)	3,663,317	62,000	5/30/2021	May 2041
	Total New Debt	**115,149,273**	**$1,216,165**		
	Grand Total with New Debt	**$365,398,498**	**$17,248,923**		

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NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Annual Capital

Item Description	Common to All - Municipal Only	Amount
Business Services		
Information Technology		
GBF: Replace PLC Input/Output Hardware	Common to All	$ 125,000
Total Business Services		**$ 125,000**
Operations		
Maintenance		
DPF: Replace outdated MCCs	Common to All	$ 125,000
Vehicle ID# 111 Replacement	Common to All	40,000
GPF: Air Compressor Replacement	Common to All	400,000
GPF: Power Roof Vent Replacement	Common to All	275,000
GBF: Transformer Replacement Project	Common to All	125,000
DPF: Pump Station HVAC Improvements	Common to All	300,000
GBF: Perimeter Fence Replacement	Common to All	141,000
Total Operations		**$ 1,406,000**
Technical Services		
Engineering		
Meter Station #1 Flow Tube and Flow Meter Replacement	Municipal Only	$ 90,000
Annual Manhole Rehabilitation	Municipal Only	50,000
MS-05 Flow Tube Replacement	Municipal Only	100,000
Total Engineering		**$ 240,000**
Total Technical Services		**$ 240,000**
Environmental Programs		
Laboratory		
	Common to All	$ -
Total Laboratory		**$ -**
Total Environmental Programs		**$ -**
	Solids	$ -
Total Annual Capital Items		**$ 1,771,000**

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Allocation of Operation and Maintenance Costs

Expenses are first allocated to cost components (Flow, BOD, TSS, PHOS, TKN) and then allocated to Municipal and Mill customers based on projected annual wastewater flows and loadings.

		Common to All					Municipal Only		Mill Only	
ITEM	Total	Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Salaries & Benefits										
Laboratory & Research & Environmental Services										
Operational Testing	$ 646,936	$ 90,571	$ 77,633	$ 58,224	$ 38,816	$ 45,286	$ 135,857	$ 155,265	$ -	$ 45,286
Water Quality Testing	911,140	911,140	0	0	0	0	0	0	0	0
Total Laboratory Services	$ 1,558,076	$ 1,001,711	$ 77,633	$ 58,224	$ 38,816	$ 45,286	$ 135,857	$ 155,265	$ -	$ 45,286
Treatment										
Pump Station	$ 121,017	$ 121,017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Primary Treatment	162,601	162,601	0	0	0	0	0	0	0	0
Grit Removal	21,176	0	0	21,176	0	0	0	0	0	0
Aeration	233,264	0	116,632	0	0	116,632	0	0	0	0
Final & Chlorine Contact Basins	207,918	207,918	0	0	0	0	0	0	0	0
Filtration	30,982	30,982	0	0	0	0	0	0	0	0
Primary Thickeners	80,776	485	7,270	72,537	485	0	0	0	0	0
Waste Activated Sludge Thickeners	173,091	0	103,855	65,775	0	3,462	0	0	0	0
Dewatering - Belt Presses/Incineration	*450,037*	*1,177*	*169,975*	*272,630*	*1,177*	*5,077*	*0*	*0*	*0*	*0*
Primary Sludge	196,170	1,177	17,655	176,161	1,177	0	0	0	0	0
Secondary Sludge	253,867	0	152,320	96,469	0	5,077	0	0	0	0
Incineration	*539,205*	*1,473*	*198,331*	*332,054*	*1,473*	*5,875*	*0*	*0*	*0*	*0*
Primary Sludge	245,475	1,473	22,093	220,436	1,473	0	0	0	0	0
Secondary Sludge	293,730	0	176,238	111,617	0	5,875	0	0	0	0
Digestion	249,671	682	91,834	153,753	682	2,720	0	0	0	0
Struvite Harvesting	164,699	225	30,290	50,713	82,574	897	0	0	0	0
Power Generation	209,807	573	77,171	129,204	573	2,286	0	0	0	0
Solids, General	236,411	633	88,019	144,509	633	2,617	0	0	0	0
Total Treatment	$ 2,880,655	$ 527,766	$ 883,377	$1,242,349	$ 87,597	$ 139,566	$ -	$ -	$ -	$ -
Maintenance/Engineering										0
Maintenance	$ 2,487,711	$ 780,534	$ 649,841	$ 482,158	$ 11,253	$ 403,716	$ 130,356	$ -	$ 29,853	$ -
Engineering	958,335	300,684	250,337	185,741	4,335	155,522	50,217	0	11,500	0
Total All Above	$ 7,884,777	$ 2,610,695	$1,861,187	$1,968,472	$142,002	$ 744,090	$ 316,429	$ 155,265	$ 41,353	$ 45,286
Business Services & Information Systems	$ 2,305,080	$ 778,556	$ 555,039	$ 587,034	$ 42,348	$ 221,901	$ 94,365	$ -	$ 10,377	$ 15,461
Total Salaries & Benefit Costs	$10,189,857	$ 3,389,251	$2,416,226	$2,555,505	$184,350	$ 965,991	$ 410,794	$ 155,265	$ 51,729	$ 60,746
Power										
Metro Pump	$ 227,285	$ -	$ -	$ -	$ -	$ -	$ 227,285	$ -	$ -	$ -
Mill Pump	11,899	0	0	0	0	0	0	0	11,899	0
Secondary Effluent Pump	12,892	12,892	0	0	0	0	0	0	0	0
Process Air Compressors	616,551	0	400,758	0	0	215,793	0	0	0	0
Solids Building	*151,405*	*423*	*54,906*	*94,034*	*423*	*1,619*	*0*	*0*	*0*	*0*
Primary Sludge (40)	70,464	423	6,342	63,277	423	0	0	0	0	0
Secondary Sludge (60)	80,941	0	48,565	30,758	0	1,619	0	0	0	0
All Other Plant	578,645	181,553	151,154	112,151	2,618	93,905	30,321	0	6,944	0
Total Power	$ 1,598,677	$ 194,868	$ 606,818	$ 206,185	$ 3,040	$ 311,316	$ 257,606	$ -	$ 18,843	$ -
Fuel										
Fuel - Diesel for Generators	$ 22,800	$ 22,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Building	278,132	87,266	72,654	53,906	1,258	45,136	14,574	0	3,338	0
Incineration & Process	*401,975*	*1,122*	*145,775*	*249,658*	*1,122*	*4,298*	*0*	*0*	*0*	*0*
Primary Sludge (40)	187,079	1,122	16,837	167,997	1,122	0	0	0	0	0
Secondary Sludge (60)	214,896	0	128,938	81,660	0	4,298	0	0	0	0
Total Fuel	$ 702,907	$ 111,188	$ 218,428	$ 303,564	$ 2,381	$ 49,434	$ 14,574	$ -	$ 3,338	$ -

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Allocation of Operation and Maintenance Costs

Expenses are first allocated to cost components (Flow, BOD, TSS, PHOS, TKN) and then allocated to Municipal and Mill customers based on projected annual wastewater flows and loadings.

		Common to All					Municipal Only		Mill Only	
ITEM	Total	Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Chemicals										
Sodium Hypochlorite	$ 114,100	$ 114,100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gravity Belt Polymer	81,276	0	48,766	30,885	0	1,626	0	0	0	0
Gravity Thickener Polymer	0	0	0	0	0	0	0	0	0	0
Belt Press Polymer	*387,396*	*1,082*	*140,488*	*240,603*	*1,082*	*4,142*	*0*	*0*	*0*	*0*
Primary Sludge (40)	180,294	1,082	16,226	161,904	1,082	0	0	0	0	0
Secondary Sludge (60)	207,102	0	124,261	78,699	0	4,142	0	0	0	0
Lime and Clay	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Primary Sludge (40)	0	0	0	0	0	0	0	0	0	0
Secondary Sludge (60)	0	0	0	0	0	0	0	0	0	0
Sodium Bisulfite	57,700	57,700	0	0	0	0	0	0	0	0
Ferric Chloride	62,500	31,250	0	0	31,250	0	0	0	0	0
Odor Control	15,000	4,376	4,018	3,271	143	2,295	730	0	167	0
Magnesium Chloride	82,758	113	15,220	25,482	41,492	451	0	0	0	0
Sodium Hydroxide -- Air Pollution	58,255	159	21,427	35,875	159	635	0	0	0	0
Sodium Hydroxide -- Nutrient Removal	0	0	0	0	0	0	0	0	0	0
Activated Carbon	0	0	0	0	0	0	0	0	0	0
Aqua Ammonia	0	0	0	0	0	0	0	0	0	0
Other Chemicals	129,006	129,006	0	0	0	0	0	0	0	0
Total Chemicals	$ 987,991	$ 337,786	$ 229,919	$ 336,116	$ 74,126	$ 9,148	$ 730	$ -	$ 167	$ -
Maintenance & Repairs										
Maintenance & Repairs	$ 1,595,453	$ 500,583	$ 416,765	$ 309,224	$ 7,217	$ 258,916	$ 83,602	$ -	$ 19,145	$ -
All Other Expenses										
Solid Waste	*$ 254,828*	*$ 712*	*$ 92,412*	*$ 158,268*	*$ 712*	*$ 2,725*	*$ -*	*$ -*	*$ -*	*$ -*
Primary Sludge (40)	118,597	712	10,674	106,500	712	0	0	0	0	0
Secondary Sludge (60)	136,231	0	81,739	51,768	0	2,725	0	0	0	0
DNR Enviromental Fees	131,000	956	44,101	46,528	29,581	9,834	0	0	0	0
Other Miscellaneous	5,289,234	1,659,529	1,381,656	1,025,138	23,926	858,358	277,156	0	63,471	0
Biogas Treatment	19,500	53	7,173	12,009	53	212	0	0	0	0
Total All Other	$ 5,694,562	$ 1,661,250	$1,525,342	$1,241,942	$ 54,272	$ 871,129	$ 277,156	$ -	$ 63,471	$ -
Total Treatment Plant O & M	$20,769,447	$ 6,194,926	$5,413,498	$4,952,536	$325,385	$2,465,935	$ 1,044,462	$ 155,265	$ 156,693	$ 60,746
Field Services O & M										
Pretreatment	$ 215,789	$ -	$ -	$ -	$ -	$ -	$ -	$ 215,789	$ -	$ -
Municipal Interceptors	393,821	0	0	0	0	0	393,821	0	0	0
Mill Interceptors	2,547	0	0	0	0	0	0	0	2,547	0
Fox River Fiber Force Main	26,505	0	0	0	0	0	0	0	0	26,505
Municipal Metering Stations	243,210	0	0	0	0	0	243,210	0	0	0
Mill Metering Stations	17,339	0	0	0	0	0	0	0	0	17,339
Municipal Lift Stations	392,531	0	0	0	0	0	392,531	0	0	0
Subtotal	*$ 1,291,741*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 1,029,562*	*$ 215,789*	*$ 2,547*	*$ 43,844*
All Other (Field Services Salaries after distribution)	532,461	0	0	0	0	0	424,389	88,949	1,050	18,073
Total Interceptor System O & M	$ 1,824,202	$ -	$ -	$ -	$ -	$ -	$ 1,453,951	$ 304,738	$ 3,597	$ 61,917
Total O & M Costs	$22,593,649	$ 6,194,926	$5,413,498	$4,952,536	$325,385	$2,465,935	$ 2,498,413	$ 460,002	$ 160,289	$ 122,663
Distribution to Participants										
MUNICIPAL	$20,652,438	$ 5,459,500	$5,165,341	$4,361,037	$317,901	$2,390,243	$ 2,498,413	$ 460,002	$ -	$ -
FOX RIVER FIBER	49,589	0	0	0	0	0	0	0	0	49,589
GREEN BAY PACKAGING	0	0	0	0	0	0	0	0	0	0
PROCTER & GAMBLE	1,891,622	735,426	248,157	591,499	7,484	75,692	0	0	160,289	73,074
Total	$22,593,649	$ 6,194,926	$5,413,498	$4,952,536	$325,385	$2,465,935	$ 2,498,413	$ 460,002	$ 160,289	$ 122,663

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Interceptor System O & M

Account Name	Maintenance	Field Services	Procter & Gamble Meter Station	Procter & Gamble Interceptor	Fox River Fiber Force Main	Total
Salaries - Procter & Gamble (P&G) Interceptor	$ -	$ 1,240		$ 1,240		$ 1,240
Benefits - P&G Interceptor	-	407		407		407
Salaries - P&G Meter Station	2,328	9,919	12,246			12,246
Benefits - P&G Meter Station	764	3,257	4,021			4,021
Salaries - Fox River Fiber - Force Main	-	9,919			9,919	9,919
Benefits - Fox River Fiber - Force Main	-	3,257			3,257	3,257
Salaries - Fox River Fiber - Meter Station	-	8,679			8,679	8,679
Benefits - Fox River Fiber - Meter Station	-	2,850			2,850	2,850
Repair & Maintenance (R & M) - P&G Interceptor			-	900		900
R & M - P&G Meter Station			1,071			1,071
Phones - P&G			-			-
Power - P&G			-			-
R & M - Force Main					1,710	1,710
R & M - Meter Station					91	91
Chemicals					-	-
Total	$ 3,092	$ 39,527	$ 17,338	$ 2,547	$ 26,505	$ 46,391

Account Name	Maintenance	Field Services	GBMSD Meter Stations	GBMSD Interceptors	Lift Station	Pretreatment
Salaries - Pretreatment	$ -	$ 148,060				$ 148,060
Salaries - GBMSD Interceptors	3,016	92,491		95,507		
Salaries - GBMSD Meter Stations	-	96,706	96,706			
Salaries - East Bayshore Lift Stations	29,251	44,634			73,884	
Salaries - East River Lift Station	11,595	13,638			25,233	
Salaries - Old Plank Lift Station	3,020	7,687			10,707	
Salaries - Interplant Force Main	-	14,878		14,878		
Salaries - Chemical Feed Building	-	248	248			
Benefits - Pretreatment	-	48,619				48,619
Benefits - GBMSD Interceptors	990	30,371		31,361		
Benefits - GBMSD Meter Stations	-	31,756	31,756			
Benefits - East Bayshore Lift Stations	9,605	14,656			24,261	
Benefits - East River Lift Station	3,807	4,478			8,285	
Benefits - Old Plank Lift Station	992	2,524			3,516	
Benefits - Interplant Force Main	-	4,885		4,885		
Benefits - Chemical Feed Building	-	81	81			
Pretreatment Program						1,445
R & M - East Bayshore System Lift Stations					19,408	
R & M - East Bayshore Force Main					-	
R & M - East River Lift Station					-	
R & M - GBMSD Interceptors - Field Services				60,515		
R & M - GBMSD Interceptors - Engineering				(56,267)		
R & M - Old Plank Lift Station					-	
R & M - Interplant Force Main				31,600		
R & M - GBMSD Meter Stations			235,644			
R & M - Chemical Feed Building			4,500			
Phones - Meter/Lift Stations			58,450			
Phones - Chemical Feed Building			19,110			
Power - Meter Stations			33,000			
Power - Chemical Feed Building			1,360			
Power - Old Plank Lift Station					18,000	
Power - East Bayshore Lift Stations					35,800	
Power - East River Lift Station					-	
Water - East River Lift Station					25,500	
Chemicals - Old Plank Lift Station					1,500	
Chemicals - De Pere Conveyance					-	
Chemicals - Chemical Feed Building					1,880	
Chemicals - Bayshore Interceptor					91	
Total			**$ 480,855**	**$ 182,479**	**$ 248,065**	**$ 198,124**

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Salaries and Benefits before Distribution

Description	Commission	Business Services	Laboratory & Research	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	$ 2,500	$ 1,180,479	$ 614,126	$ 2,102,309	$ 1,850,036	$ 743,666	$ 578,289	$ 855,277	$ 587,240	$ 8,513,920
Long Term Disability	-	5,239	2,973	9,701	9,171	3,545	2,893	4,016	2,839	40,378
Dental Insurance	-	11,372	7,582	23,018	22,963	6,318	6,777	7,454	4,595	90,079
Health Insurance	-	180,216	106,773	324,005	327,102	80,227	73,443	106,773	30,232	1,228,771
Life Insurance	-	4,422	1,023	4,865	6,441	4,122	2,748	1,971	511	26,103
Wisconsin Retirement	-	77,807	40,026	138,516	124,627	50,478	40,079	57,520	37,702	566,755
FICA & Medicare	191	85,089	46,981	158,478	141,528	55,693	44,238	65,429	44,923	642,550
Worker's Compensation	5	4,737	18,485	63,279	55,686	14,286	1,330	25,744	8,764	192,316
Uniforms	-	-	3,300	12,492	15,524	-	-	3,515	-	34,831
Employee Assistance	-	3,226	-	-	-	-	-	-	-	3,226
Wellness Program	-	-	-	43,992	-	-	-	-	-	43,992
Totals	**$ 2,696**	**$ 1,552,587**	**$ 841,269**	**$ 2,880,655**	**$ 2,553,078**	**$ 958,335**	**$ 749,797**	**$ 1,127,699**	**$ 716,806**	**$ 11,382,924**

Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Salaries and Benefits after Distribution to Interceptors & Meter Stations

Description	Commission	Business Services	Laboratory Services	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	$ 2,500	$ 1,180,479	$ 614,126	$ 2,102,309	$ 1,800,827	$ 743,666	$ 578,289	$ 407,180	$ 587,240	$ 8,016,616
Long Term Disability	-	5,239	2,973	9,701	8,938	3,545	2,893	1,890	2,839	38,018
Dental Insurance	-	11,372	7,582	23,018	22,442	6,318	6,777	2,713	4,595	84,817
Health Insurance	-	180,216	106,773	324,005	320,000	80,227	73,443	42,101	30,232	1,156,997
Life Insurance	-	4,422	1,023	4,865	6,290	4,122	2,748	597	511	24,578
Wisconsin Retirement	-	77,807	40,026	138,516	121,352	50,478	40,079	12,038	37,702	518,000
FICA & Medicare	191	85,089	46,981	158,478	137,763	55,693	44,238	43,235	44,923	616,591
Worker's Compensation	5	4,737	18,485	63,279	54,574	14,286	1,330	19,191	8,764	184,651
Uniforms	-	-	3,300	12,492	15,524	-	-	3,515	-	34,831
Employee Assistance	-	3,226	-	-	-	-	-	-	-	3,226
Wellness Program	-	-	-	43,992	-	-	-	-	-	43,992
Totals	**$ 2,696**	**$ 1,552,587**	**$ 841,269**	**$ 2,880,655**	**$ 2,487,711**	**$ 958,335**	**$ 749,797**	**$ 532,461**	**$ 716,806**	**$ 10,722,318**

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP

NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
Employees Headcount Report

DIVISIONS AND DEPARTMENTS	DEPARTMENT	2019 BUDGET HEADCOUNT	2020 BUDGET HEADCOUNT
Business Services including Non-Departmental *		13	13
Laboratory & Research		8	8
Treatment including Health and Safety		24	26
Maintenance		23	24
Engineering		7	7
Information Technology		6	6
Field Services		9	10
Watershed Management		5	5
Regulatory Compliance		1	1
Total Headcount without Commissioners **		**96**	**100**
Commissioners		5	5

Positions Changes			
Division	**Department**		
Technical Services	Engineering		
Technical Services	Field Services		Add Field Services Technician
Operations	Maintenance	Delete Maintenance Mechanic	Add E & I Apprentice
Operations	Treatment	Delete Operations Project Coordinator	Add (2) Operator in Training
Environmental Programs	Watershed Management	Add Grant and Contract Specialist	

Notes:
* Non-Departmental Division includes Executive Director & Human Resources
** Total Full-Time and Part-Time positions

Divisions and Departments classification for referencing

BUSINESS SERVICES	TECHNICAL SERVICES	OPERATIONS	ENVIRONMENTAL PROGRAMS	NON-DEPARTMENTAL
Accounting	Engineering	Maintenance	Watershed Management	Commission
Public Affairs and Education	Field Services	Treatment	Regulatory Compliance	District Wide
Information Technology		Health and Safety	Laboratory & Research	Executive Director and HR
Administrative Services			Sustainability	Procter & Gamble
				Fox River Fiber

Definition of Positions
Regular Full-time Employee – Individuals who work 40 hours per week for an extended period of time and have successfully completed a probationary period.
Regular Part-time Employee – Individuals who work less than 40 hours per week for an extended period of time.

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NEW Water
Green Bay Metropolitan Sewerage District
2020 Proposed Budget - October 23, 2019
OUT-OF-AREA TRAVEL - Outside EPA Region 5 (Wisconsin, Minnesota, Illinois, Ohio, Indiana, Michigan)

Account	Title	Division	Event
5020	Director of Business Services	Business Services	Government Finance Officers Assoc (GFOA) Conference - BV (New Orleans 5/17/20-5/20/20)
5020	Public Affairs & Education Coordinator	Business Services	PR / Comms conference - TG
5020	System Administrator	Business Services	Microsoft Ignite Conf., Orlando, FL - MP
5020	System Administrator	Business Services	Microsoft Ignite Conf., Orlando, FL - MW
5020	System Administrator	Business Services	SANS SCADA Cybersecurity Trning, TBD - TBD
5020	Director Of Technical Services	Technical Services	WEFTEC- 2020 New Orleans, LA - NRQ
5020	Director Of Technical Services	Technical Services	NACWA Winter Conf, Atlanta, GA - NRQ
5020	Director Of Technical Services	Technical Services	NACWA Summer Conf, Seattle, WA - NRQ
5020	Engineer	Technical Services	WEF Residuals & Biosolids Conf.- TBD - WIA
5020	Engineer	Technical Services	WEFTEC- 2020 New Orleans, LA - SE1
5020	Field Services Manager	Technical Services	WEF Collections System Conference - ST , TBD
5020	Pretreatment Coordinator	Technical Services	NACWA Pretreatment Seminar - SG, TBD
5020	Maintenance	Operations	CMMS Conference Maximo World Orlando
5020	Executive Director	Non-Departmental	NACWA Winter Conf, Atlanta, GA - TWS
5020	Executive Director	Non-Departmental	NACWA Summer Conf, Seattle, WA - TWS
5020	Executive Director	Non-Departmental	WEFTEC, New Orleans, LA - TWS
5020	Executive Director	Non-Departmental	Water Reuse Association Conference, Denver - TWS
5079	Executive Director	Non-Departmental	National Association of Clean Water Agencies (NACWA) Environmental Policy, Washington DC
5079	Executive Director	Non-Departmental	National Association of Clean Water Agencies (NACWA) Leadership meeting, Miami, FL
5079	Executive Director	Non-Departmental	EPA Meeting, Washington DC
5020	Commissioner	Non-Departmental	National Association of Clean Water Agencies (NACWA) Summer Conference, Seattle, WA
5020	Lab Analyst	Environmental Programs	Metrohm IC Training- Tampa -AC

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2020 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN

2020 Budget - Rev 3 - October 4, 2019	2020	2021	2022	2023	2024
MAJOR CAPITAL: WASTEWATER TREATMENT FACILITIES					
GBF: Blower System Efficiency Upgrade	-	-	205,000	4,635,000	-
GBF: R2E2 Solids Management Project	2,700,000	-	-	-	-
GBF: Metro & Mill Pumping and Plant Drain Systems Upgrades	-	100,000	340,000	5,905,000	5,925,000
GBF: Gravity Belt Thickener Replacement	100,000	1,550,000	3,250,000	-	-
GBF: Reclaimed Water System ** See Notes **	1,700,000	-	-	-	-
DPF: Service Water System Rehabilitation/Replacement	-	-	-	-	-
DPF: Primary Substation & Emergency Generator	-	-	-	-	-
DPF: Blower Replacement Project	-	-	-	-	-
DPF: 1st Stage RAS Pumping System Replacement	-	-	-	-	-
DPF: 2nd Stage Secondary System Upgrade	-	-	-	-	-
DPF: Scum Handling Improvements	-	-	-	-	-
GBF & DPF: Clarifier Rehabilitation	600,000	5,700,000	8,500,000	10,500,000	10,500,000
GBF: Primary Clarifier Odor Control	-	330,000	5,875,000	-	-
GBF & DPF: Headworks Upgrades	-	-	340,000	3,850,000	5,750,000
GBF: Maintenance Building Addition	300,000	1,250,000	2,110,000	-	-
Interplant Wastewater Force Main - Phase 2	-	-	36,000	848,000	-
GBF: Phosphorus Upgrade (60 mgd Ballasted Flocculation)	-	-	-	-	1,480,000
DPF: Tertiary Filter Replacement	500,000	9,400,000	-	-	-
DPF: Tertiary Enhancement - Chemical Coagulation and Sedimentation	-	-	-	-	-
DPF: Phosphorus Upgrade	-	-	-	-	-
TOTAL WASTEWATER TREATMENT FACILITIES	**5,900,000**	**18,330,000**	**20,656,000**	**25,738,000**	**23,655,000**
MAJOR CAPITAL: INTERCEPTORS					
Dutchman Creek Interceptor Upgrade & Rehabilitation ** See Notes **	4,500,000	-	-	-	-
Scott Bayshore Interceptor Rehabilitation	-	-	-	-	-
Ninth Street Interceptor Rehabilitation ** See Notes **	2,966,000	-	-	-	-
East River Interceptor Rehabilitation ** See Notes **	3,766,000	-	-	-	-
West Fox River Interceptor Relay and Rehabilitation	-	-	209,000	4,956,000	-
Ninth Street Interceptor Extension - American Drive	-	1,250,000	-	-	-
Fox River Crossing Rehabilitation	35,000	585,000	1,150,000	-	-
East Fox River Interceptor Rehabilitation	50,000	1,055,000	1,930,000	-	-
Quincy Street Interceptor Improvements	-	-	-	-	-
Northeast Interceptor Rehabilitation	-	-	-	-	2,000
Southeast Interceptor Rehabilitation	-	-	-	-	-
West Tower Drive Interceptor Rehabilitation	-	-	-	70,000	1,647,000
Quincy Street 2 Interceptor Rehabilitation	-	-	-	-	-
East River Bellevue Interceptor Rehabilitation	-	-	-	-	-
East Tower Drive Interceptor Rehabilitation Phase 3	-	-	-	-	-

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2020 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN

2020 Budget - Rev 3 - October 4, 2019	2020	2021	2022	2023	2024
Scott-Bayshore Interceptor Rehabilitation	-	-	-	-	-
Duck Creek Interceptor Rehabilitation	-	-	-	-	-
Lawrence Sewers Upsizing	-	-	-	-	150,000
East Bayshore System Relief & Replacement	-	-	-	150,000	2,000,000
East Tower Drive Interceptor Rehabilitation - Phase 1	-	-	-	60,000	1,422,000
East Tower Drive Interceptor Rehabilitation - Phase 2	-	-	-	-	-
Bayview Interceptor Upsizing	-	-	-	-	-
Bayview Interceptor Replacement	-	-	-	-	-
Charles Street Interceptor Upsizing	-	-	-	-	-
East River Lift Station - Upsizing & Rehabilitation	-	77,000	1,823,000	-	-
East Bayshore Lift Stations - Replacement	-	35,000	520,000	-	-
TOTAL INTERCEPTORS, METER STATIONS & LIFT STATIONS	**11,317,000**	**3,002,000**	**5,632,000**	**5,236,000**	**5,221,000**
DEPARTMENT ANNUAL CAPITAL INVESTMENTS					
MAINTENANCE SECTION					
GBF: Replace MCC - Center Mechanical MCC-B2, -B2A, -B2B	-	-	-	-	-
GBF: Replace MCC - West Mechanical MCC-B1, -B1A	-	-	-	-	-
GBF: Replace MCC - Administration Building ADP-1,-2; MCC-A1, -A2	-	-	-	-	-
GBF: Replace MCC - South Plant MCC-N1, -N2, -N3	-	-	-	-	-
GBF: Replace MCC - Compressor Building MCC-C1	-	-	-	-	-
GBF: Replace UPS-A1 systems (3 units)	-	-	-	-	-
GBF: Replace UPS systems plantwide	-	-	-	-	-
GBF & DPF: Liquids Instrumentation Package Replacement	-	-	-	-	-
GBF: Solids Instrumentation Package Replacement	-	-	-	-	-
DPF: Replace outdated MCCs	125,000	-	-	-	-
DPF: Install online sulfide monitoring of Fox River Fiber discharge	-	-	-	-	-
DPF: Replace first stage RAS pump bases in Blower Building #2	-	-	-	-	-
DPF: Upgrade fluorescent lighting in offices and plant	-	-	-	-	-
DPF: Replace diffuser socks in aeration system (10-year rotation)	-	57,000	-	-	-
DPF: Move polymer pumps to BFP garage for hook up to tote tanks	-	-	-	-	-
DPF: Replace security & process cameras (10-year rotation)	-	-	-	-	-
DPF: Replace control air compressors & dryers	-	-	-	-	-
DPF: Install odor controls for PTU and clarifier basins	-	-	-	-	-
GBF: Overhaul gravity belt thickeners	-	-	-	-	-
GBF: Replace Air Handling Units	-	959,000	230,000	-	-
GBF: Replace Air Handling Units installed in 1994	-	-	-	-	-
GBF: Replace roof - Administration Building	-	-	-	-	-
GBF: Replace roof - Thickening Building	-	-	-	-	-
GBF: Replace roof - Compressor Building	-	-	-	-	-
GBF: Replace roof - Pump Station	-	-	-	-	-
GBF: Replace roof - South Complex Buildings	-	-	-	-	-
GBF: Replace roof - Mechanical Building (3)	-	-	-	-	-
GBF: Replace roof - Main Substation, Pole Building, N&S	-	-	-	-	-
GBF: Replace roof - Maintenance Building	-	-	-	-	-
GBF: Replace roof - Headworks Building	-	-	-	-	-
DPF: Replace roof - Blower Building No. 1	-	-	-	-	-
DPF: Replace roof - Gravity Filter Building	-	-	-	-	-
DPF: Replace roof - Sludge Control Tank Building	-	79,000	-	-	-
DPF: Replace roof - Maintenance Building	-	-	-	-	-
DPF: Replace roof - Electrical Building 1	-	-	-	-	-
DPF: Replace roof - Electrical Building 2	-	-	-	-	-
DPF: Replace roof - Electrical Building 3	-	-	-	-	-
DPF: Replace roof - Electrical Building 4	-	-	-	-	-
DPF: Replace roof - Influent Pump Station	-	-	-	-	-
DPF: Replace roof - Service Building	-	-	-	-	-
DPF: Replace roof - Grit Building 2	-	-	-	-	-
DPF: Replace roof - Blower Building No. 2	-	-	-	-	-
DPF: Replace roof - Administration Building	-	-	-	-	53,000
CFB: Replace roof - Intermediate Chemical Feed Building	-	-	-	-	-
MS: Replace roof - MS 1	-	-	-	-	-
MS: Replace roof - MS 2	-	-	-	-	-
MS: Replace roof - MS 3 (East River Lift Station)	-	-	-	-	-
MS: Replace roof - MS 4	-	-	-	-	-
MS: Replace roof - MS 5	-	-	-	-	-
MS: Replace roof - MS 6	-	-	-	-	-

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2020 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN

2020 Budget - Rev 3 - October 4, 2019	2020	2021	2022	2023	2024
MS: Replace roof - MS 9	-	-	-	-	-
MS: Replace roof - MS 14	-	-	-	-	-
MS: Replace roof - MS 14A (Royal Scott Sanitary District)	-	-	-	-	-
MS: Replace roof - MS 14C (Village of Luxemburg)	-	-	-	-	-
MS: Replace roof - MS 15	-	-	-	-	-
MS: Replace roof - MS P&G	-	-	-	-	-
GBF: Replace Thickening Building Skylights	-	-	-	-	-
Vehicle ID# 101 Replacement (Utilities)	-	-	-	-	-
Vehicle ID# 102 Replacement (Admin)	-	-	-	-	-
Vehicle ID# 107 Replacement (Field Services)	-	-	63,000	-	-
Vehicle ID# 109 Replacement (E&I)	-	-	-	-	-
Vehicle ID# 111 Replacement (Field Services)	40,000	-	-	-	-
Vehicle ID# 112 Replacement (Mechanics)	-	-	-	-	-
Vehicle ID# 113 Replacement (Utilities)	-	-	-	-	-
Vehicle ID# 115 Replacement (Field Services)	-	-	-	-	-
GBF: Replace North Final Clarifier Lighting	-	-	-	-	-
GBF: Simplex Access Control Basin Complex	-	-	-	-	-
GBF: TEF Line Repainting	-	-	-	-	-
Air Relief Vault Repainting	-	-	-	-	-
DPF: Actuated Slide Gates & Basin Drains	-	-	-	200,000	-
GBF: Aeration Compressor Controls Upgrade	-	-	-	-	-
GBF: Replace South Complex RAS Pump VFDs	-	-	-	-	-
EBS: Lift Station Painting	-	-	-	-	-
GBF: Rewind influent pump magnetic couplings	-	-	-	-	-
GBF Replace 3 Mill Waste Pump suction valves	-	-	-	-	-
GBF: Air Compressor Replacement	400,000	-	-	-	-
DPF: Air Handling Unit Replacement	-	-	-	-	-
GBF: Power Roof Vent Replacement	275,000	275,000	275,000	-	-
DPF: Power Roof Vent Replacement	-	-	-	-	-
GBF: Tunnel Unit Heater Replacement Phase 1	-	-	-	-	-
GBF: Tunnel Unit Heater Replacement Phase 2	-	-	-	-	-
GBF: Tunnel Unit Heater Replacement	-	50,000	-	-	-
DPF: Tunnel Unit Heater Replacement	-	-	50,000	-	-
GBF: Transformer Replacement Project	125,000	-	-	-	-
GBF: SW Pump Replacement	-	-	400,000	-	-
DPF: Process Air Blowers - HST Upgrades	-	-	-	-	-
GBF: Aeration Basin Access Ladders	-	-	-	-	-
GBF: Tunnel Lighting Upgrades	-	-	-	-	-
DPF: Process Air Blowers - HST Upgrades Phase 2 (HST #4,6)	-	-	-	-	-
DPF: Pump Station HVAC Improvements	300,000	-	-	-	-
GBF: Perimeter Fence Replacement	141,000	-	-	-	-
Maintenance Section subtotal	**1,406,000**	**1,420,000**	**1,018,000**	**200,000**	**53,000**
INFORMATION TECHNOLOGY SECTION					
GBF: Wireless Network Communication	-	-	-	-	50,000
GBF: Wireless Network Communication Phase II	-	-	-	-	-
DPF: Wireless Network Communication	-	-	-	-	-
DPF: Fiber Optic Network Enhancement/Upgrade	-	-	-	-	-
GBF: Fiber Optic Network Enhancement/Upgrade	-	80,000	-	-	-
GBF: Building Network Cabling Enhance/Upgrade	-	45,000	-	-	-
GBF: County Wide Radio Communications	-	-	-	50,000	-
GBF: County Wide Radio Communications Phase II	-	-	-	50,000	-
GBF: Replace PLC Input/Output Hardware	125,000	125,000	125,000	-	-
GBF & DPF: SCADA HMI Software Replacement	-	-	-	-	-
GBF & DPF: SCADA Historian Software Replacement	-	-	-	-	-
GBF: Continuous Emissions Monitoring (CEM)	-	-	-	-	-
GBF: RBAM - Computerized Maintenance Management System	-	-	-	-	-
GBF: Laboratory Information Management System	-	-	-	-	450,000
GBF: HR/Payroll Software System	-	-	-	-	-
GBF: & DPF: Time and Attendance System	-	-	-	-	-
GBF: Financial Software Replacement/Upgrade	-	-	-	-	-
GBF: Audio/Visual Rm Equipment Replacement	-	-	-	-	-
GBF & DPF: Telephone System	-	-	150,000	-	-
GBF: Campus Paging System	-	-	-	-	-
GBF & DPF: Disaster Recovery/Backup System	-	-	-	75,000	-
GBF: eDocs. Imaging/ Management/Collaboration	-	-	-	90,000	-
DPF: MCC DevicNet Upgrade	-	240,000	-	-	-
Information Technology Section subtotal	**125,000**	**490,000**	**275,000**	**265,000**	**500,000**
ENGINEERING SECTION					
Highway 41 Accommodations - WTD & BVI Relocations (10% of total project cost after DOT reimbursement)	-	-	-	-	-
Manhole Castings Replacement - De Pere Basin	-	-	-	-	-
Meter Station #1 Flow Tube and Flow Meter Replacement	90,000	-	-	-	-
Ninth Street Interceptor, 30-inch lining section near Suburban Drive	-	-	-	-	-
DPF: Abandon Old West Side Interceptor	-	-	-	-	-

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2020 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN

2020 Budget - Rev 3 - October 4, 2019	2020	2021	2022	2023	2024
Duck Creek Interceptor-North Leg Relocation (5% of total project cost after DOT reimbursement)	-	-	-	-	-
DPF: Demolish Solids Building & MS11A	-	-	-	-	-
DPF: Effluent Filter Rehab & Upgrades	-	-	-	-	-
GBF: Pump Station Duct Bank	-	-	-	-	-
MS 6, 8, & 9 Rehabilitation	-	-	-	-	-
Annual Manhole Rehabilitation	50,000	50,000	50,000	50,000	50,000
East River Interceptor Abandoned Segments	-	-	-	-	-
Administration Building Office Space Upgrades	-	-	-	-	-
0	-	-	-	-	-
Engineering Services Section subtotal	**140,000**	**50,000**	**50,000**	**50,000**	**50,000**
WATERSHED MANAGEMENT SECTION					
Environmental lands easement or title purchase - Pilot Demonstration Project	-	-	-	-	-
Replace "Bay Guardian" workboat (Delivered In 2011; 30-year service life)	-	-	-	-	-
Watershed Management Section subtotal	-	-	-	-	-
FIELD SERVICES SECTION					
MS-01 Flow Tube Replacement	-	-	-	-	-
MS-02 Flow Tube Replacement	-	-	-	-	-
MS-04 Flow Tube Replacement	-	-	-	-	-
MS-05 Flow Tube Replacement	100,000	-	-	-	-
MS-13 Flow Tube Replacement	-	-	-	-	-
MS-14 Flow Tube Replacement	-	-	-	-	100,000
MS-15 Flow Tube Replacement	-	-	-	-	-
MS-06 Flume Replacement	-	-	-	-	-
MS-08 Flume Replacement	-	-	-	-	-
MS-09 Flume Replacement	-	-	-	-	-
P&G Flume Replacement	-	-	-	-	-
Lift Station alarm notification system	-	-	-	200,000	-
Billing Program Design & Implementation	-	-	-	-	-
ERLS - Ozone unit replacement	-	-	-	-	-
Cellular Telemetry for Air Relief Vaults	-	-	-	-	-
Replace Godwin 6-inch Dri-Prime Bypass Pump	-	-	-	-	-
Field Services Section subtotal	**100,000**	-	-	**200,000**	**100,000**
LABORATORY & RESEARCH SECTION					
Laboratory Information System	-	-	-	-	-
Ion Chromatography System	-	-	-	-	-
Lachat Auto Analyzer 1 (TP, TKN)	-	-	-	-	-
Lachat Auto Analyzer 2 (NH3, OP, NO3)	-	-	-	-	-
Lachat Auto Analyzer 3 (Low level P)	-	-	-	-	-
Metals Lab: PE ICP	-	-	-	-	-
BOD Incubator	-	-	-	-	-
Lachet Auto Analyzer Upgrade	-	-	-	-	-
Automated BOD Analyzers	-	-	-	-	-
Laboratory Services Section subtotal	-	-	-	-	-
ANNUAL CAPITAL RENEWAL & REPLACEMENT					
Wastewater Treatment Facility Renewal & Replacement (See Tab R&R 6-20)	-	-	-	-	-
Interceptor Renewal & Replacement (See Tab R&R 6-20)	-	-	-	-	-
TOTAL ANNUAL CAPITAL INVESTMENTS	**1,771,000**	**1,960,000**	**1,343,000**	**715,000**	**703,000**
TOTAL CAPITAL INVESTMENTS	**18,988,000**	**23,292,000**	**27,631,000**	**31,689,000**	**29,579,000**

Notes:
Major Capital - Treatment Facilities GBF Reclaimed Water System project: Funded via contributed capital from Brown County and/or Industrial Customer.
Major Capital - Interceptors Dutchman Creek Interceptor project: Funded via ICR reserve.

Major Capital - Interceptors: Ninth Street Interceptor Rehabilitation project: $100,000 overcollected in 2015 for anticipated Annual Capital project.

Major Capital - Interceptors: East River Interceptor Rehabilitation project: $715,000 collected in 2018 Budget for anticipated project.

This 5-year report projects costs going forward. It does not capture actual expenditures from previous years and the totals do not accurately reflect the total capital costs of projects that are in progress.

Attachment: NEW Water 2020 draft budget (8938 : Resolution #19-122 Consultant Agreement CLA LLP (sewer utility rate study).)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**Information Technology**
FROM:	**Steve Massey**
SUBJECT:	**Resolution #19-123 Authorizing Master Service Agreement with Brown County C-LEC, LLC (Voice Carrier Services).**

ATTACHMENTS:

- Reso19-123 (DOCX)
- Nsight Master Service Agreement (PDF)
- Mayor & Finance - Approval of Nsight Teleservices Quotation to Change Voice Carrier_v1 (DOCX)
- Quote - Nsight Voice v2 (PDF)

RESOLUTION #19-123

AUTHORIZING MASTER SERVICE AGREEMENT WITH BROWN COUNTY C-LEC, LLC
(Voice Carrier Services)

WHEREAS, in an effort to control cost increases and improve support services during times of outage, City has solicited quotes for service agreements for voice carrier services; and

WHEREAS, Brown County C-LEC, LLC, d/b/a Nsight, has offered to supply such services under the terms and conditions outlined in the attached "Master Service Agreement" attached hereto and incorporated as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Master Service Agreement (Exhibit A), 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 19th day of November, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-123 (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC (Voice Carrier))

Attachment: Nsight Master Service Agreement (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is entered into this , by and between BCCLEC, a Wisconsin Limited Liability Company (d/b/a and hereinafter referred to as "Nsight"), and City of DePere ("Customer"). Nsight and Customer are collectively referred to as "Parties" and individually as a "Party." The Agreement consists of the following terms and conditions and all Service Schedules attached hereto or subsequently signed by the parties that reference this Agreement.

W I T N E S S E T H:

WHEREAS, Nsight is in the business of, among other things, the provision of telecommunications services and related equipment, and is licensed by the Federal Communications Commission to provide such services in Northeast Wisconsin, among other places; and

WHEREAS, Customer desires to purchase or otherwise acquire from Nsight certain telecommunications and/or information services and related products for its own use; and

WHEREAS, Nsight wishes to provide such services and related equipment to Customer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, Nsight and Customer do hereby agree as follows:

ARTICLE I
PROVISION OF SERVICES AND RELATED EQUIPMENT

A. Services. Nsight shall provide to Customer those services (hereinafter, the "Services") specifically identified on the attached Service Schedule(s). Unless Nsight and Customer agree to the contrary, and such agreement is memorialized on the Service Schedule(s), the transmission facilities through which Nsight provides the Services to Customer need not be dedicated to the provision of Services exclusively to Customer; and Nsight shall be entitled to utilize such facilities for the transmission of other data, or the provision of Services to other customers, provided such other utilization of these facilities does not interfere with Customer's use and/or enjoyment of the Services. Nsight covenants and agrees that the Services shall be functional in all material respects and available for Customer's use on the date Nsight sends Customer an e-mail informing Customer the Services are ready for Customer's use.

B. Availability of Services. Nsight shall use commercially reasonable efforts to ensure the continuous availability of the Services without interruption. Notwithstanding, Customer acknowledges and agrees that, from time to time, the Services may be temporarily

unavailable during periods of testing, maintenance, or repair, or during other periods caused by events of force majeure (as defined in Article VI.B, below).

C. Use of Services.

1. Customer represents and warrants that it will not use the Services or otherwise engage in any activities:

a. that constitute or encourage a violation of any applicable law or regulation, including, but not limited to, the sale of illegal goods, or the violation of export control or obscenity laws;

b. that defame, impersonate, or invade the privacy of any third party or entity;

c. that infringe the rights of any third party, including, but not limited to, the intellectual property, business, contractual, or fiduciary rights of others; and

d. that are in any way connected with the transmission of "junk mail," "spam," or the unsolicited mass distribution of e-mail, or with any unethical marketing practices.

2. Nsight reserves the right, at any time, to refuse to host or discontinue hosting any Web site or Internet connection which Nsight believes, in its sole discretion:

a. offers for sale goods or services, or uses or displays materials, that are illegal, obscene, vulgar, offensive, dangerous, or are otherwise inappropriate;

b. received a significant number of complaints for failing to be reasonably accessible to customers, or timely fulfill customer orders;

c. has become the subject of a government complaint or investigation;

d. has violated or is alleged to have violated any local, state, or federal law or regulation;

e. has violated or is alleged to have violated the rights or interests of any person or entity;

f. impairs or threatens to impair the functionality of servers owned or operated by Nsight, or other Web sites hosted or maintained by Nsight on its own behalf or for the benefit of other customers;

g. has violated or threatens to violate this Agreement.

Attachment: Nsight Master Service Agreement (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC

D. Equipment.

1. Installation, Operation, and Maintenance of Equipment. Nsight shall use reasonable efforts to instruct, construct, operate, and maintain all cable, equipment, and other facilities necessary to provide the Services to Customer up to a point of demarcation identified by Nsight. Unless Nsight and Customer agree otherwise, and such agreement is memorialized on the Service Schedule(s), Customer shall be responsible for the installation, construction, operation, and maintenance of all cable, equipment, and other facilities necessary to utilize the Services from and after the point of demarcation. To the extent necessary, Customer shall, at no cost to Nsight, grant to Nsight and its agents access, including any necessary or required easement, to Customer's premises as may be necessary for Nsight to install, construct, operate, or maintain any cable, equipment, or other facilities, or to otherwise provide the Services to Customer. Except in emergency situations (which shall be determined by Nsight, in its reasonable judgment), Nsight will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering upon Customer's premises to engage in any of the foregoing activities.

2. Responsibility for Equipment. Except as may be otherwise specified in the Service Schedule(s), neither Party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment, or materials owned by the other Party; provided, however, that each Party shall be responsible to the other for any damage or harm, including damage caused by environmental conditions at a Party's location, or by the negligence or willful misconduct of the other Party. Customer shall be responsible for maintaining insurance coverage adequate to cover damage to Nsight's physical property located at Customer's premises.

3. Title and Control of Facilities. Title to equipment or facilities owned by Nsight and used in any fashion to provide Services shall remain with Nsight. Customer shall keep all such equipment and facilities located on Customer's premises free and clear of all liens, encumbrances, and security interests, and shall not tamper with or allow the same to be moved or tampered with by any person not authorized by Nsight to do so. Customer shall also keep all such equipment and facilities secure and free from environmental hazards.

4. Access to Equipment and Facilities Upon Termination or Expiration of Agreement. Customer shall grant to Nsight access to all of Nsight's equipment and other facilities in or about Customer's premises for purposes of removing the same during the 30 days immediately following the expiration or termination of this Agreement by either Party and for any reason. Such access shall be granted during normal business hours and shall afford Nsight sufficient time and opportunity to remove its equipment and other facilities from Customer's premises.

E. Procurement of Access Rights. Customer shall, at its expense, procure all necessary rights of way, easements, franchises, licenses, conduit rights, building entrance rights,

landlord consents, and other rights and grants of authority which are necessary or desirable for Nsight to provide the Services specifically to Customer.

F. Security of Transmitted Information. When applicable, the Customer shall incorporate Secure Socket Layer ("SSL"), or substantially equivalent technology, to transmit sensitive Customer information (such as payment information) over the World Wide Web. Notwithstanding the incorporation of such technology into the Services delivered to Customer, Nsight shall not be liable to Customer or any third party for the failure of such technology, or failure on the part of Customer, to maintain the confidentiality of any information transmitted by, from, or to Nsight pursuant to this Agreement, or in connection with the Services provided to Customer.

ARTICLE II
COMPENSATION AND PAYMENT TERMS

A. Compensation to Nsight. As compensation for the Services provided hereunder, Customer shall pay to Nsight the rates and other charges identified on the Service Schedule(s) for Services provided or made available to Customer during the period identified on Nsight's invoice to Customer.

B. Taxes and Other Charges. There may be added to any charges under Article II.A, above, an amount equal to industry-wide surcharges and/or fees and surcharge, duty, levy, tax, or withholding, including, but not limited to, sales, property, excise and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, state, or federal government or governmental agency with respect to the Services, or with respect to this Agreement, excepting only taxes on the income of Nsight. Furthermore, service order charges apply to certain services and will charged for those services in addition to other charges.

C. Payment. Nsight shall render an invoice in accordance with Nsight's usual and customary billing cycle for Services delivered or made available to Customer during each preceding month during the Term. Except as set forth below, Customer shall pay each invoice in full within thirty (30) days of the invoice date ("Due Date"). A 1% per month late payment fee will be assessed on any unpaid balance remaining after the Due Date. If payment is not made by the Due Date, the account will be considered past due and Customer may not add more charges to the past due account.

D. Disputes. If Customer disputes any invoice amount in good faith ("Disputed Amount"), then Customer must, within sixty (60) calendar days of the date of such invoice:

1. pay to Nsight the undisputed amount of the invoice on or before the applicable Due Date; and

2. log the dispute by completing and submitting a dispute form by contacting Nsight at 1-877-463-8532; and

Attachment: Nsight Master Service Agreement (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC

3. cooperate with Nsight in resolving the disputed invoice amount.

If the Customer fails to provide notice of a dispute in the manner specified above within sixty (60) calendar days of the date of the invoice which contains the disputed amount, then the invoice is deemed correct and the Customer irrevocably waives all rights to dispute such amounts.

To the extent such Disputed Amount is resolved in favor of Nsight, Customer shall pay Nsight the disputed charges within thirty (30) calendar days of the resolution of the dispute, together with the lesser of interest equal to 1.5% per month of any such disputed charges or the highest rate chargeable by law. In the event Customer previously paid such Disputed Amount and the disputed charges were resolved in favor of Customer, Nsight will credit Customer's account within sixty (60) days of the resolution.

ARTICLE III
TERM AND TERMINATION

A. Term of this Agreement. This Agreement shall become effective on the later to occur of: (i) the date first written above; or (ii) the signature date of the last Party to sign this Agreement ("Effective Date"). This Agreement shall remain in effect as long as any Service Schedule associated with it remains in effect unless terminated in accordance with the provisions of the Agreement.

B. Term of Each Service Schedule. Nsight shall utilize commercially reasonable efforts to make the Services available to Customer as soon as possible. The Services shall be available to Customer, subject to the terms and conditions hereof, for the "Length of Term" as identified on the applicable Service Schedule. The Length of Term shall commence on the date Nsight sends a Completion of Service e-mail to Customer ("Completion of Service Date"), which informs Customer the Services are ready for Customer's use. The period commencing on the Completion of Service Date and continuing until the expiration of the Length of Term is considered the "Initial Term" of this Agreement. Upon the expiration of the Initial Term, the Agreement shall automatically renew for successive 1-year renewal terms (each a "Renewal Term"), unless either Party provides the other with written notice pursuant to VI (A) of its election to not renew the Agreement no less than ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.

C. Termination. This Agreement shall terminate upon the occurrence of any of the following events:

1. Mutual Agreement. Upon the mutual written agreement of the parties.

2. Bankruptcy/Insolvency. Upon the appointment of a receiver to take possession of all or substantially all of the assets of either Party to this Agreement, or an assignment by either Party to this Agreement for the benefit of creditors, or any action

Attachment: Nsight Master Service Agreement (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC

taken or suffered by either Party to this Agreement under any insolvency, bankruptcy, or reorganization act, at the option of the other Party.

3. Default. Excluding Disputed Amounts, if Customer fails to make payment when due pursuant to the terms in Article II (C) above, or otherwise materially defaults in the performance of its obligations pursuant to this Agreement, Nsight shall have the right to terminate this Agreement, terminate providing any Service(s) to the Customer, and accelerate and declare to be immediately due and payable the entire unpaid balance of fees for the remainder of the service term according to Article III, F, whether or not such charges have accrued as of the date this Agreement is terminated. In the case of other material breach, the non-defaulting Party may provide written notice of the default and may terminate this Agreement at any time following the expiration of a reasonable opportunity to cure such default; provided that, if the defaulting Party has cured the breach prior to the expiration of such cure period, this Agreement shall remain in effect. For purposes of this Agreement, a "reasonable opportunity to cure" shall be thirty (30) days for a monetary or payment default and thirty (30) days for a non-monetary or non-payment default, unless such default cannot with reasonable diligence be cured within such period, in which case, the cure period shall be automatically extended for so long as the defaulting Party, acting in good faith and with reasonable diligence, requires to cure such default.

D. Customer Termination. Customer may terminate this Agreement and/or any Service Schedule associated with this Agreement prior to the expiration of the Initial Term or, if renewed, the Renewal Term by delivering notice to Nsight according to Article VI(A) of Customer's intent to terminate this Agreement and/or Service Schedule(s) and the effective date of such termination. The effective date of termination shall be no less than ten (10) business days after Nsight's receipt of Customer's notice. Notwithstanding any such termination, Customer shall be responsible for payment of all outstanding charges at the time of such termination and payment of the Early Termination Charge outlined in Article III (F).

E. Effect of Early Termination. The termination of this Agreement for any cause shall not release either Party hereto from any liability which at the time of termination has already accrued to the other Party hereto, or which thereafter may accrue with respect to any act or omission prior to termination, or from any obligation which is expressly stated herein to survive termination. Termination of this Agreement in accordance with its terms shall be without prejudice to any other rights or remedies of the parties.

F. Early Termination Charge. If the Customer terminates this Agreement and/or any Service Schedule associated with this Agreement prior to the expiration of the Initial Term or, if renewed, the Renewal Term, Customer shall pay Nsight an early termination charge. The early termination charge will be calculated as follows: the number of months remaining in the Initial Term and/or the Renewal Term multiplied by the monthly price of the Service(s) found on the applicable Service Schedule(s). Each Service Schedule is deemed a separate Service and cancellation of any single Service Schedule shall not affect the other Services ordered by Customer under this Agreement.

Attachment: Nsight Master Service Agreement (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC

ARTICLE IV
INDEMNIFICATION AND LIMITATION OF LIABILITY

A. Indemnification. Customer and Nsight shall indemnify each other and hold each other harmless from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorney fees) that may arise out of: (i) any material breach of this Agreement by either Party; (ii) any breach of any of the representations or warranties made by either Party in this Agreement; and (iii) any alleged violation of any rights of another, including, but not limited to, each Party's use of any content, trademark, service mark, trade name, copyrighted or patented material, or other intellectual property of its own or of any third party. The indemnification rights granted hereby are independent of, and in addition to, such rights and remedies as either Party may have at law or in equity, or otherwise, including the right to seek specific performance, rescission, or restitution.

B. LIMITATION OF LIABILITY.

1. IN GENERAL. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NSIGHT SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER OR TO ANY OTHER PERSON, FIRM, OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE ARISING OUT OF, OR RELATING TO, THE OPERATION OR NON-OPERATION OF THE SERVICES. NSIGHT HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT OR NSIGHT'S PROVISION OF, OR FAILURE TO PROVIDE, THE SERVICES.

2. NO LIABILITY FOR CONTENT. THE CONTENT THAT CUSTOMER MAY ACCESS OR DELIVER THROUGH ANY SERVICES IS PROVIDED BY INDEPENDENT CONTENT PROVIDERS, OVER WHICH NSIGHT DOES NOT EXERCISE AND DISCLAIMS ANY CONTROL. NSIGHT NEITHER PREVIEWS CONTENT NOR EXERCISES EDITORIAL CONTROL, DOES NOT ENDORSE ANY OPINIONS OR INFORMATION ACCESSED THROUGH ANY SERVICE, AND ASSUMES NO RESPONSIBILITY FOR ON-LINE CONTENT. NSIGHT SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED USING THE SERVICES. SUCH CONTENT OR PROGRAMS MAY INCLUDE, WITHOUT LIMITATION, PROGRAMS OR CONTENT OF AN INFRINGING, ABUSIVE, PROFANE, OR SEXUALLY OFFENSIVE NATURE. ALL CONTENT FROM OTHER PARTIES ACCESSED VIA THE SERVICES IS ACCESSED BY CUSTOMER AND THOSE USERS CUSTOMER HAS AUTHORIZED, ALL AT CUSTOMER'S OWN RISK; AND NSIGHT ASSUMES NO LIABILITY WHATSOEVER FOR ANY CLAIMS,

LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH CONTENT.

3. DAMAGE, LOSS, OR DESTRUCTION OF SOFTWARE FILES AND/OR DATA. NSIGHT ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF CUSTOMER'S HARDWARE, SOFTWARE, FILES, DATA, OR PERIPHERALS WHICH MAY RESULT FROM CUSTOMER'S USE OF THE SERVICES, OR FROM THE INSTALLATION, MAINTENANCE, OR REMOVAL OF ANY SERVICE OR RELATED EQUIPMENT OR SOFTWARE. NSIGHT DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM WITHIN ANY PERIOD OF TIME.

4. NO CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN ARTICLE IV.A, ABOVE, AND EXCEPT FOR DAMAGES RESULTING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, RECKLESSNESS, OR PERSONAL INJURY OR DEATH, OR DAMAGE TO PROPERTY, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGE FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTY KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

C. International Calling Blocked as Default. As a default setting, Nsight blocks the Customer from using the Services to make international calls. If the Customer desires to make international calls, the Customer must affirmatively request Nsight allow international calling.

D. Liability for Toll and International Fraud. The Customer acknowledges that the Customer has exclusive control over the equipment and system that accesses Nsight's Services. The Customer also acknowledges that it is the sole responsibility of the Customer to address and prevent toll and international fraud. The Customer is solely responsible for all charges incurred by the Customer's equipment and system. This responsibility exists whether the charges are legitimate or are due to fraud, abuse or misuse of services, whether known or unknown, and whether or not Nsight takes any actions to stop or block toll or international fraud.

ARTICLE V
CONFIDENTIALITY AND INTELLECTUAL PROPERTY

A. Definition of "Confidential Information". For purposes of this Agreement, "Confidential Information" means information that is marked or otherwise specifically identified

Attachment: Nsight Master Service Agreement (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC

in writing as proprietary, confidential, or trade secret and shall include, without limitation, this Agreement.

B. **Non-Disclosure of Confidential Information.** The disclosing Party will make a good-faith effort to cause Confidential Information: (i) disclosed in tangible form to be marked; and (ii) disclosed verbally to be identified verbally at the time of disclosure or promptly thereafter, as confidential. Notwithstanding the foregoing, a disclosing Party's failure to so mark or identify Confidential Information will not excuse a receiving Party from the requirements of this Agreement if the receiving Party knew or should have known that such Confidential Information was proprietary or confidential.

C. **Disclosure of Confidential Information.** Each Party will hold in strict confidence Confidential Information disclosed by the other Party and shall not disclose the same to any third party, except if the information: (i) was previously known by the receiving Party free from any obligation to keep it confidential; (ii) is independently developed by the receiving Party; (iii) becomes publicly available; (iv) is disclosed to the receiving Party by a third party without breach of any confidentiality obligation; or (v) is required to be disclosed by law or legal process. The terms of this section shall survive the termination, expiration, non-renewal or rescission of this Agreement for a period of three (3) years.

D. **Protective Arrangements.** If either Party is compelled to disclose Confidential Information in judicial or administrative proceedings, such Party will give the other Party notice and the opportunity (if lawfully allowed), in advance of such disclosure, to seek protective arrangements and will cooperate with the other Party in that regard.

E. **Intellectual Property.** Each Party shall retain all of its intellectual property and other proprietary rights in any information and materials disclosed to the other in the course of performance of this Agreement. The foregoing notwithstanding, Customer hereby grants Nsight and its successors and assigns a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license in all content displayed on any Web site hosted by Nsight on Customer's behalf to maintain such material and content on Nsight servers during the Term of this Agreement. In the event that new information or materials are created in the course of performance under this Agreement, subject to any pre-existing or independently developed intellectual property rights of a Party, each Party will own all intellectual property rights in its contribution to the new information or materials created. Each Party agrees to not translate, decompile, reverse engineer, disassemble, modify, reproduce, duplicate, remarket, or otherwise dispose of the other Party's intellectual property rights.

ARTICLE VI
MISCELLANEOUS

A. **Notices.** All notices permitted or required to be given under the terms of this Agreement, any Exhibit or Service Schedule, shall be in writing and may be delivered personally evidenced by a signed receipt; deposited in the United States Mail via certified mail, return receipt requested, postage prepaid; delivered via nationally recognized overnight courier, postage prepaid, or delivered via facsimile, electronic mail or other electronic means. The effective date

Attachment: Nsight Master Service Agreement (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC

of the notice shall be the date of delivery if the notice is personally delivered or delivered via overnight courier, or the date of mailing if the notice is mailed by certified mail. Notices delivered by electronic mail or other electronic means will not be effective unless the sender receives acknowledgement of receipt from the recipient, which acknowledgement will not include any machine-generated automatic reply. Notices are to be addressed as follows:

If to Nsight:

Nsight
Attn.: Robert Webb, Vice President of Fixed Operations
1580 Mid Valley Drive
De Pere, WI 54115
_____@nsight.com

With a copy to:

Nsight
Attn: Legal
450 Security Blvd.
Green Bay, WI 54313

OR

P.O. Box 19079
Green Bay, WI 54307-9079
legal@nsight.com
Telephone: (920) 617-7000
Facsimile: (920) 617-5713

If to Customer:

CITY OF DEPERE

ATTN: STEVE MASSEY

, ,

920 339-4072 x1255

smassey@mail.de-pere.org

B. Force Majeure. Notwithstanding any other term or condition of this Agreement, neither Party will be liable to the other Party for any delay or failure of performance resulting from any cause beyond such Party's reasonable control and without such Party's fault or negligence, including, without limitation, unusually severe weather conditions, earthquakes, floods, nuclear accidents, acts of God, epidemics, war, terrorist acts, riots, insurrections, civil disturbances, government regulations, acts of civil or military authorities or public enemy, fuel, energy, labor, or materials shortages, or an inability to procure raw materials or other inputs necessary for a Party's satisfaction of its obligations arising hereunder.

C. Entire Agreement; Amendments. This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement between Nsight and Customer with respect to the subject matter hereof and supersedes all prior proposals, negotiations, communications,

Attachment: Nsight Master Service Agreement (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC

and agreements between Nsight and Customer with respect to the subject matter hereof, whether oral or written. This Agreement shall not be amended or modified, except by a subsequent written agreement executed by duly-authorized representatives of Nsight and Customer.

D. **Assignment.** Neither Party may assign this Agreement without the prior written approval of the other Party, which approval shall not be unreasonably withheld, except that. without consent, Nsight shall have the right to assign this Agreement to any parent, subsidiary or affiliate or to any person, firm or corporation into or with which Nsight may be merged or consolidated or which purchases all or substantially all of the assets or stock of Nsight, provided that in any such circumstance the assignee shall agree in writing to be bound by and agree to perform the terms and conditions of this Agreement. For purposes of this Agreement, an "affiliate" of Nsight is any entity that (directly or indirectly) controls, is controlled by, or is under common control with Nsight.

E. **Governing Law; Consent to Jurisdiction and Venue.** This Agreement shall be governed and interpreted by and in accordance with the laws of the State of Wisconsin. Nsight and Customer agree that any legal or equitable action for claims, debts, or obligations arising from any provision of this Agreement shall be brought in the state or federal courts located in the State of Wisconsin. Nsight and Customer further agree that both the state and federal courts in the State of Wisconsin shall have personal jurisdiction over both parties; and venue shall be appropriate in any such court.

F. **No Waiver.** The failure of Nsight or Customer to object to or to take affirmative action with respect to any conduct of the other that is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation, or of any future violations of the provisions of this Agreement. No waiver shall be effective unless reduced to writing and executed by both parties.

G. **Relationship of Parties.** This Agreement creates only an independent contractor relationship between Nsight and Customer and does not create a joint venture, partnership, or agency, express or implied, between Nsight and Customer. Neither Party shall act as an agent of the other for any purpose, and neither shall have the authority to bind the other Party.

H. **Survival.** All representations, warranties, covenants, conditions, and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

I. **Headings.** The headings and captions contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

J. **Attorney Fees.** In the event either Party initiates legal action with respect to the interpretation or performance of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees and costs as the court may award.

K. **No Third-Party Rights.** Nothing contained in this Agreement shall be construed as creating or giving rise to any rights in any third parties, or any persons other than the parties hereto.

L. **Conflict of Terms and Conditions.** In the event that there is a conflict between the terms and conditions of this Agreement and those as set forth on an authorized Service Schedule, the terms and conditions of this Agreement shall prevail.

M. **Authority to Execute Agreement.** By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any by-law, covenants and/or other restrictions placed upon them by their respective entities.

[SIGNATURE PAGE FOLLOWS]

Attachment: Nsight Master Service Agreement (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC

IN WITNESS WHEREOF, Nsight and Customer, by their duly-authorized and empowered representatives, have executed this Agreement as of the date and year first written above.

Brown County CLEC, LLC.

Date: _____ By: _____

Robert M. Webb

Its VP of Fixed Operations

City of DePere

(Customer Name)

Date: _____ By: _____

(Print or Type Name Here)

Its _____

(Title of person signing)

Attachment: Nsight Master Service Agreement (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC

CITY OF DE PERE MEMO

TO: Mayor Michael J. Walsh
Finance/Personnel Committee Members
FROM: Steve Massey, City IT Director
DATE: November 6, 2019
RE: Approval of Nsight Teleservices Quotation to Change Voice Carrier

The current City of De Pere voice carrier is AT&T. Over the past 3 years the cost of voice services has increased 25% without adding additional services. Voice services with AT&T have been mostly stable but we have averaged 1outage per year. During outages it has been very challenging to obtain timely support to restore voice services. The average time to restore voice services over the past 3 years has been 6+ hours per incident. To control cost and improve support services staff is seeking approval to change voice carriers.

The City is currently paying approximately $2,500 per month for voice services. Staff received quotes from AT&T, Nsight Teleservices, Spectrum and TDS. Based on cost, target service level agreement (SLA) and target mean time to restore (MTTR) staff is seeking the approval of the Nsight Teleservices quotation at the cost of approximately $1,000 per month depending on long distance usage. Changing carriers requires a one-time setup fee of $560 and $4,000 for consulting fees to assist with the cutover. Nsight's proposal is significantly lower than any other carrier. The agreement is for 36 months with the option to disconnect analog lines without incurring early termination fees. Analog lines make up a significant portion of monthly charges and will be phased out as technology permits in the years to come. Analog lines are currently being used for credit card machines, elevators, faxing, fire alarms systems and panic button systems. Please review the cost matrix below for a detailed breakdown (Please note: the table below doesn't include non-exempt taxes or service charges).

Voice Service Proposal Matrix

Provider	Contract Term	Service	Quantity	Per Item	Monthly	Year 1	Year 2	Year 3	3 Year Total
AT&T	36 Months	PRI Voice Service	1	$550.00	$550.00	$6,600.00	$6,600.00	$6,600.00	$19,800.00
		Long Distance - 6000 Min Included	5000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Analog Service	23	$65.00	$1,495.00	$17,940.00	$17,940.00	$17,940.00	$53,820.00
		One-Time Installation Fee	0	$0.00		$0.00			$0.00
				Total	$2,045.00	$24,540.00	$24,540.00	$24,540.00	$73,620.00
NSIGHT	36 Months	PRI Voice Service	1	$379.95	$379.95	$4,559.40	$4,559.40	$4,559.40	$13,678.20
		Long Distance	5000	$0.029	$145.00	$1,740.00	$1,740.00	$1,740.00	$5,220.00
	No Early Term Fee	Analog Service	23	$18.00	$414.00	$4,968.00	$4,968.00	$4,968.00	$14,904.00
		One-Time Installation Fee	1	$560.00		$560.00			$560.00
				Total	$938.95	$11,827.40	$11,827.40	$11,827.40	$35,482.20
SPECTRUM	36 Months	PRI Voice Service	1	$348.00	$348.00	$4,176.00	$4,176.00	$4,176.00	$12,528.00
		Long Distance - 5000 Min Included	5000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Month to Month	Analog Service	23	$29.99	$689.77	$8,277.24	$8,277.24	$8,277.24	$24,831.72
		One-Time Installation Fee	1	$594.00		$594.00			$594.00
				Total	$1,037.77	$13,047.24	$13,047.24	$13,047.24	$39,141.72
TDS	36 Months	PRI Voice Service	1	$325.00	$325.00	$3,900.00	$3,900.00	$3,900.00	$11,700.00
		Long Distance	5000	$0.039	$195.00	$2,340.00	$2,340.00	$2,340.00	$7,020.00
		Analog Service	23	$29.99	$689.77	$8,277.24	$8,277.24	$8,277.24	$24,831.72
		One-Time Installation Fee	0	$0.00		$0.00			$0.00
				Total	$1,209.77	$14,517.24	$14,517.24	$14,517.24	$43,551.72

Attachment: Mayor & Finance - Approval of Nsight Teleservices Quotation to Change Voice Carrier_v1 (8939 : Resolution #19-123 Authorizing

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

SDM
Attachment
J:\IT\Project\Internet Upgrade\Mayor & Finance - Approval of Nsight Teleservices Quotation to Change Voice Carrier_v1.docx

SERVICE SCHEDULE

470 Security Blvd
Green Bay, WI 54313

Prepared By: Nancy Loberger
Email: nancy.loberger@nsight.com
Created Date: November 7, 2019

Number: 1041
MSA: 2777
Term (Months): 36

Service Address:
, ,

Account Name: CITY OF DEPERE
Contact Name: STEVE MASSEY
Phone: 920 339-4072 x1255
Email: smassey@mail.de-pere.org

MONTHLY RECURRING CHARGES				
QTY	PRODUCT	LINE ITEM DESCRIPTION	UNIT PRICE	LINE TOTAL
1	PRI SERVICE		$320.00	$320.00
5	DID(S)	Block of 20	$1.40	$7.00
23	BUSINESS LINE		$18.00	$414.00
1	CALLER ID NAME & NUMBER - FOR PRI OR SIP TRUNKS		$52.95	$52.95
			MONTHLY RECURRING CHARGE (MRC):	**$793.95**

NON-RECURRING CHARGES				
1	INSTALLATION		$560.00	$560.00
			NON-RECURRING CHARGES:	**$560.00**

NOTES:

~Services to be provided on copper loops.
~Local calls included on PRI
~Local calls on business lines are billed at $0.06 each.
~Long distance is $0.029 per minute
~Analog Business Lines cancelled prior to 36 month term will not be charged an early termination charge.
~Target SLA is 99.99%
~Target MTTR is 2 hours

Attachment: Quote - Nsight Voice v2 (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC (Voice

SERVICE SCHEDULE

470 Security Blvd
Green Bay, WI 54313

TV DISCLAIMER: In the event Business TV services are contracted under this service schedule, they will be subject to annual increases, based on programmers' annual rate increase. Calls are billed in 6-second increments, rounded to the nearest cent; international calls do not apply. State, Local, Federal, and E911 charges may apply. FCC Access & Arc charges apply and are subject to change. This service schedule is void unless signed by customer within 90 days of the created date mentioned above.

Customer acknowledges and understands that, in the event the equipment provided hereunder is utilized at a location other than the business location identified above, incomplete or incorrect call-origination location information may be transmitted to call recipients (including, but not limited to, 911 and other emergency service providers). Customer, on its own behalf and on the behalf of its employees, agents, affiliates, successors, assigns, and relatives of all the foregoing, waives and releases Nsight and its employees, agents, affiliates, successors, and assigns from and against any and all claims, damages, actions, or liabilities arising at any time hereafter, which may result from, in whole or in part, the transmission of incomplete or incorrect call-origination location information by the equipment provided hereunder if such equipment is utilized at any location other than the business location identified above.

This Service Schedule is not effective until signed by both the Customer and Nsight Telservices.

By signing below, each party, warrants and represents that the person signing this Agreement on its behalf has authority to bind that the party and that the party's execution of this Agreement is not in violation of any by-law, covenants and/or other restrictions placed upon them by their respective entities.

THANK YOU FOR YOUR BUSINESS!

Authorized Signature for CITY OF DEPERE	Authorized Signature for Nsight Telservices
Print Name	Print Name
Date	Date

Attachment: Quote - Nsight Voice v2 (8939 : Resolution #19-123 Authorizing Master Service Agreement w/Brown County C-LEC, LLC (Voice

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #19-124 Authorizing Submission of Wisconsin Department of Transportation Surface Transportation Urban Program Grant Application for Lawrence Drive Reconstruction.**

The Board of Public Works at the November 11, 2019 meeting approved the formal submission of an STP-U Grant Application with WisDOT for Lawrence Drive Reconstruction and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-124 (DOCX)
- 2019 1111 CE_STP U Grant Memo (PDF)
- 2019-10-23-WisDOT_stp-u-app (PDF)
- ExhibitPG1 (PDF)
- ExhibitPG2 (PDF)
- Exhibit-Typical Sections (PDF)

RESOLUTION #19-124

AUTHORIZING SUBMISSION OF WISCONSIN DEPARTMENT OF TRANSPORTATION
SURFACE TRANSPORTATION URBAN PROGRAM GRANT APPLICATION
FOR LAWRENCE DRIVE RECONSTRUCTION

WHEREAS, the Wisconsin Department of Transportation (WDOT) offers grants through its Surface Transportation Program-Urban (STP-Urban) to improve transportation on Wisconsin's federal-aid-eligible roads and streets in urban areas; and

WHEREAS, such grant, if awarded, will be used by the City for the reconstruction of a portion of Lawrence Drive, including the addition of bike lanes and the installation of a pedestrian refuge island and flashing beacons at the crossing of the Preserve Trail, with the WDOT covering funding for up 80% of eligible project costs; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the Director of Public Works to:

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

BE IT FURTHER RESOLVED THAT:

Any such grant awarded shall be brought before the Common Council for formal acceptance thereof.

BE IT FURTHER RESOLVED THAT:

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

Attachment: Reso19-124 (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-124 (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)

CITY OF DE PERE MEMO

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: November 11, 2019

RE: **Consideration of STP-U Grant Application for Lawrence Drive Reconstruction***

City staff has submitted a preliminary application for an STP-U Grant for the reconstruction of Lawrence Drive from 400 feet south of Fortune Drive to 650 south of Scheuring Road. The project scored very high in will be awarded a grant with the formal submittal. The project involves several updates including the installation of a pedestrian refuge island where the Preserve Trail crosses Lawrence Drive 1,000 feet north of Fortune Avenue. Rapid rectangular flashing beacons will be installed at the crossing. Bike lanes will be included in the project. The proposed project involves reducing the four lanes down to two lanes from the south project limits to 1,000 feet north of Fortune Avenue. Lawrence Drive will remain four lanes from 1,000 feet north of Fortune Avenue to the north project limits.

Under this program, the City receives grant funding for up to 80% of eligible project costs. The project schedule is to complete design in 2023 and 2024 and construction in 2025. A summary of costs is as follows:

Roadway	Costs
• Construction Cost	$2,545,000
• Construction Engineering Costs	$483,550
• State Review for Construction	$20,400
• Total Construction	**$3,048,950**
Design	
• Plan Development	$559,900
• State Review for Design	$22,200
• Total Design	**$582,100**

Staff recommends the BOPW approve the formal submittal of the grant for City signature.

Attachment: 2019 1111 CE_STP U Grant Memo (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)

WisDOT 2020-2025 STP-Urban Program Application

NOTE: This application is required for each new potential 2020-2025 program cycle project. Please review the application instructions (see link below) to assist you in completing the application.

STP-Urban Application Instructions

Project Description

Project Sponsor: **City of De Pere** Facility Owner: **City of De Pere**

Project Location:

Municipality: **City of De Pere** County: **Brown**

On Route: **Lawrence Drive**

At Route (Start): **Fortune Ave** Offset: **.1 mile south** (tenths of a mile)

Toward Route (End): **Scheuring Rd**

Is the project a planning, administration, or other non-infrastructure project? ☐ Yes ☒ No If yes, please select the type of project and provide a brief explanation: **SELECT**

Please indicate the project's distance from the applicable urban/urbanized area boundary: **SELECT**

NOTE: Attach an 8½ x 11 map showing the project location. A WISLR map is REQUIRED (refer to the following link: http://wisconsindot.gov/Pages/doing-bus/local-gov/wislr/default.aspx

Length of Project: **0.53** (tenths of a mile)

Average Daily Traffic (ADT): **14,700** ADT Year: **2016** Posted or Statutory Speed Limit(s): **35** (mph)

Functional Classification: **Minor Arterial**

Functional classification map change anticipated during this program cycle? ☐ Yes ☒ No

NOTE: Roadway must be functionally classified as a Collector or higher to be eligible for funding.

Existing Facility

Number of Lanes: **4** Lane Width: **10.5' & 11'** Cross Section: ☐ Rural ☒ Urban

Pavement Type: **Concrete** If Combination, explain: Pavement Width: **43**

Pavement Rating: **5** Pavement Condition: **2019** Year Last Improved: **1986**

Shoulder Type: **SELECT** If Combination, explain: Shoulder Width:

Existing Sidewalk? ☒ Yes ☐ No

Are sidewalks designated as part of a regional or local bicycle or pedestrian system? ☒ Yes ☐ No

Existing bicycle/pedestrian accommodations? ☐ Yes ☒ No

Are bicycle/pedestrian accommodations designated as part of a regional or local bicycle or pedestrian system?

☒ Yes ☐ No

☒ Lighting: **SELECT** Lighting Style: **Standard**

Attachment: 2019-10-23-WisDOT_stp-u-app (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)

Sub-standard alignment? Horizontal: ☐ Yes ☒ No
Vertical: ☐ Yes ☒ No

Any federal-aid-eligible structures within the existing facility? ☐ Yes ☒ No If yes, please indicate the structure ID #(s):

Does a railroad facility exist within 1000 feet of the project limits? ☐ Yes ☒ No If yes, specify: **SELECT**

Known Safety Issues? ☐ Yes ☒ No If yes, specify: (consider applying for Highway Safety Improvement Program [HSIP] funds if applicable)

Project Justification

Explain why the project is needed, including the scope and appropriate detail on the project's uniqueness and complexity. Describe specific deficiencies such as pavement cracking, edge raveling, surface deterioration, substandard geometrics, etc. Include and separately identify any 100% locally funded components of the project that are part of the overall improvement.

Project involves several updates including the installation of a pedestrian refuge island at a popular trail that crosses Lawrence Drive 1000 feet north of Fortune Avenue. Rapid rectangular flashing beacons will be installed at the crossing. Bike lanes will be included in the project. The proposed project involves reducing the four lanes down to two lanes from the south project limits to 1000 feet north of Fortune Avenue. Lawrence Drive will remain four lanes from 1000 feet north of Fortune Avenue to the north project limits.

Proposed Improvement

NOTE: Applicants should refer to the traffic data and design standards information in the instructions prior to completing this section of the application.

Improvement Type: **Reconstuction** If Combination, explain: Overall Length: (feet)

☐ Rural Cross Section Length: (tenths of a mile)

☒ Urban Cross Section Length: **.53** (tenths of a mile)

Will the project add lanes? ☐ Yes ☒ No If Yes, describe which part(s) of the project will receive additional lanes:

Grading: ☒ Minimal ☐ Moderate ☐ Extensive

New Pavement Type: **Concrete** If Combination, explain: Width: **54 & 46** Length: **2200**

New Shoulder Type: **SELECT** If Combination, explain: Width: Length:

☐ Sidewalk Width: Length:

Are bicycle/pedestrian accommodations required? ☒ Yes ☐ No If yes, specify: **Bike lanes, 5'**

☒ Curb and Gutter Length: **2200**

☐ Signals ☐ Roundabout **NOTE: Refer to FDM 11-26 for modern roundabout information (http://wisconsindot.gov/rdwy/fdm/fd-11-26.pdf).**

☐ Railroad improvements

☐ Freight-related improvements

☒ Lighting: **Spot** Lighting Style: **Standard**

☐ Beam Guard

☒ Permanent and Temporary Pavement Marking

☒ Permanent and Temporary Signing

☒ Storm Sewer:

Attachment: 2019-10-23-WisDOT_stp-u-app (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)

☒ Lateral Storm Sewer Lines Estimated Total Length: **300** Estimated Diameter(s): **12**

☐ Trunk Storm Sewer Lines Estimated Total Length: Estimated Diameter(s):

☐ Storm Sewer Included in Non-participating Construction Cost estimate (see page A-5)

☐ Structure Structure Type: **SELECT** Work Required: **SELECT**

Structure #(s): Sizes and Descriptions:

Traffic Management During Construction: **Road Open with Staged Construction**

Do you anticipate submittal of an exception to standards request? ☐ Yes ☒ No

If yes, please describe:

Environmental/Cultural Issues

Agriculture	☐ Yes	☐ No	☒ Not Investigated	Comments:
Archaeological sites	☐ Yes	☐ No	☒ Not Investigated	Comments:
Historical sites	☐ Yes	☐ No	☒ Not Investigated	Comments:
Lakes, waterways, floodplains	☐ Yes	☐ No	☒ Not Investigated	Comments:
Wetland	☐ Yes	☐ No	☒ Not Investigated	Comments:
Stormwater management	☐ Yes	☐ No	☒ Not Investigated	Comments:
Hazardous materials sites	☐ Yes	☐ No	☒ Not Investigated	Comments:
Hazardous materials on existing structure	☐ Yes	☐ No	☒ Not Investigated	Comments:
Upland habitat	☐ Yes	☐ No	☒ Not Investigated	Comments:
Endangered/threatened/migratory species	☐ Yes	☐ No	☒ Not Investigated	Comments:
Section 4(f)	☐ Yes	☐ No	☒ Not Investigated	Comments:
Section 6(f)	☐ Yes	☐ No	☒ Not Investigated	Comments:
Through/adjacent to tribal land	☐ Yes	☐ No	☒ Not Investigated	Comments:

Miscellaneous Issues

Construction Schedule Restrictions (trout, migratory bird, local events):

Has there been any real estate acquired or transferred in anticipation of this project? ☐ Yes ☒ No

If yes, please explain.

Right of Way: **(NOTE: It is recommended that local funds be used to acquire right of way.)**

Check all that are applicable.

☐ None ☐ Less than ½ acre ☐ More than ½ acre

☐ Parklands ☐ Large parcels ☐ Strips ☒ Temporary interests

Other Funding Sources: Has the municipality anticipated, requested or been approved for other federal or state funding from WisDOT for the improvement? ☐ Yes ☒ No If yes, please indicate all of the other funding sources that are anticipated, have been requested, or approved with the associated project ID(s):

Highway Safety Improvement Program (HSIP)	☐ Anticipated	☐ Requested	☐ Approved	ID:
Local Roads Improvement Program (LRIP)	☐ Anticipated	☐ Requested	☐ Approved	ID:
Railroad Programs (see instructions)	☐ Anticipated	☐ Requested	☐ Approved	ID:

Attachment: 2019-10-23-WisDOT_stp-u-app (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)

Local Bridge Program	☐ Anticipated	☐ Requested	☐ Approved	ID:
Surface Transportation Program - Rural	☐ Anticipated	☐ Requested	☐ Approved	ID:
Congestion Mitigation and Air Quality (CMAQ)	☐ Anticipated	☐ Requested	☐ Approved	ID:
Transportation Alternatives Program	☐ Anticipated	☐ Requested	☐ Approved	ID:
Transportation Economic Assistance Program	☐ Anticipated	☐ Requested	☐ Approved	ID:
Disaster Damage Aids	☐ Anticipated	☐ Requested	☐ Approved	ID:
Other:	☐ Anticipated	☐ Requested	☐ Approved	ID:

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

Attachment: 2019-10-23-WisDOT_stp-u-app (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)

CONFIDENTIAL INFORMATION

Cost Estimate, Project Priority, and Scheduling (do not include pages A-5 and A-6 in the Concept Definition Report [CDR])

Applicants should reference the following WisDOT web page prior to completing this section of the application: http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/tools.aspx

NOTE: Requesting design and construction projects in the same fiscal year is not allowed. All applications must include a sheet documenting the calculations performed to create the estimate(s).

☒ **Tied Projects? All requests for design must be tied to a construction project. Please indicate which projects will be tied (if applicable): Design and construction of Lawrence Drive**

☒ **Construction:**

Basis for Construction Estimate: ☒ Itemized ☐ Per Mile ☐ Past Projects ☐ Other, specify:

Project Priority: 1

☐ FY 2021 ☐ FY 2022 ☐ FY 2023 ☐ FY 2024 ☒ FY 2025

Roadway:	
Federal Share of the Participating Construction Cost (80%)	$**2,036,000**
Local Share of the Participating Construction Cost (20%)	$**509,000**
Non-Participating Construction Cost (100% Local)	$**0**
Structure(s) (if applicable):	
Federal Share of the Participating Construction Cost (80%)	$
Local Share of the Participating Construction Cost (20%)	$
Non-Participating Construction Cost (100% Local)	$
A. Subtotal Construction Costs	**$2,545,000**
B. Construction Engineering Costs	**$483,550**
C. State Review for Construction (see instructions, page I-8, Table 1)	**$20,400**
Construction with State Review Cost Estimate (sum lines A, B and C)	**$3,048,950**

☒ **Design:**

☐ 100% Locally Funded (state review is required to be included as 100% locally funded) **OR**

☒ 80% Federally Funded ("state review only" projects are not allowed)

Project Priority: 2

☐ FY 2021 ☐ FY 2022 ☒ FY 2023 ☐ FY 2024 ☐ FY 2025

A. Plan Development (see instructions page I-9, Table 1)	Percentage: **22 %**	$**559,900**
B. State Review for Design (see instructions, page I-9, Table 1)	Percentage: **%**	$**22,200**
Design with State Review Cost Estimate (sum lines A and B)		**$582,100**

NOTE: WisDOT Region staff may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

Attachment: 2019-10-23-WisDOT_stp-u-app (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)

CONFIDENTIAL INFORMATION (continued)

☐ **Real Estate:** (Recommend funding with local funds.)

Project Priority:

☐ FY 2021 ☐ FY 2022 ☐ FY 2023 ☐ FY 2024 ☐ FY 2025

Total Real Estate Cost (Round to next $1,000) **$**

Cost Estimate, Project Priority, and Scheduling (do not include pages A-5 and A-6 in the Concept Definition Report [CDR])

☐ **Utility:** (Compensable utility costs must be $50,000 minimum per utility. Recommend funding with local funds.)

Project Priority:

☐ FY 2021 ☐ FY 2022 ☐ FY 2023 ☐ FY 2024 ☐ FY 2025

Total Utility Cost (Round to next $1,000) **$**

NOTE: WisDOT Utility Policy link: http://wisconsindot.gov/rdwy/fdm/fd-18-01.pdf

☐ **Other (Planning, Administration, or Other Non-infrastructure):**

Project Priority:

☐ FY 2021 ☐ FY 2022 ☐ FY 2023 ☐ FY 2024 ☐ FY 2025

Total Other Cost (Round to next $1,000) **$**

WisDOT Information – Shaded area to be completed by WisDOT staff only.

Additional Confidential Information	
FOR WISDOT USE ONLY – enter the following information at application review	
WisDOT Region Reviewer:	Date:
WisDOT Region Comments on Application:	
FOR WISDOT USE ONLY – enter the following information after project approval	
Approved Federal Funding Amount: Construction: **$** Design: **$** Real Estate: **$** Utility: **$** Other: **$**	

Attachment: 2019-10-23-WisDOT_stp-u-app (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)

Key Program Requirements Confirmation

Please confirm your understanding of the following project conditions by **typing your name, title and initials** in the boxes at the bottom of this page. **A Head of Government/Designee with fiscal authority for the project sponsor, not a consultant, must initial below AND sign the next page of this application.**

a. All Federal Funding will be limited at the estimate amount unless an increase is approved by WisDOT. Additional costs incurred over the limit will be 100% the responsibility of the project sponsor.

b. A federally funded design project must be tied to a construction project. Stand alone design projects are no longer eligible for funding (this does not apply to MPO area projects).

c. Only new projects may apply, existing projects are ineligible for additional funds through the new cycle process. Existing projects requiring additional funds are encouraged to use the existing Project Change and Cost Increase processes.

c. Federally-funded projects must be designed in accordance with all applicable federal design standards (even if the design for a federally-funded project was 100% locally funded).

d. The sponsor must provide matching dollar funding of at least 20% of project costs.

e. The sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.

f. As the work progresses, the state will bill the project sponsor 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. If reviews or audits show any of the work to be ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.

g. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its 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 any moneys otherwise due and payable by the state to the municipality.

h. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.

i. For 100% locally funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding for only state review for design projects.

j. The sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of design and construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same 80% federal and 20% local match requirements.

k. Transportation construction projects using federal funds except sidewalks, are likely general improvements that primarily benefit the public at large and for which special assessments cannot be levied under s. 66.0703, Wis. Stats. Municipalities desiring to obtain the required local project funding through special assessments levied against particular parcels should seek advice of legal counsel. See Hildebrand v. Menasha, 2011 WI App 83.

Attachment: 2019-10-23-WisDOT_stp-u-app (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)

I confirm that I have read and understand project conditions (a) through (k) listed above:

Name: **Eric Rakers** Title: **City Engineer**

Accepted (please type your initials here): *EPR*

Contact Information and Signatures

Application prepared by a consultant? ☐ Yes ☒ No If yes, consultant information and signature required below.

Consultant Company Name: Company Location (City, State):

Consultant Signature (electronic only)**:** **Date:**

NOTE: On Local Program projects, it is not permissible for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project. A municipality could start their consultant selection process early enough and make the application part of the scope of services with the understanding that all costs incurred prior to authorization will be the responsibility of the local municipality.
See FDM 8-5-3 for additional information: http://wisconsindot.gov/rdwy/fdm/fd-08-05.pdf

Sponsor Agency:

Contact Person: (Note: must be Head of Government or Designee)

Title:

Address:

Telephone:

Email:

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below confirms that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

Head of Government/Designee Signature (electronic only)**:** **Date:**

Local Unit of Government Agency (**when owner differs from sponsor**):

Owner Signature (when owner differs from sponsor) (electronic only)**:** **Date:**

WisDOT Information – Shaded area to be completed by WisDOT staff only.

FOR WISDOT USE ONLY – enter the following information at application review

NOTE: Please add any WisDOT application comments in the comments section on the Confidential page A-6.

Subprogram: Project Improvement Type:

Anticipated Environmental Document Type (e.g., CE, ER, EA, EIS):

Region Reviewer's Name:

Reviewer's Title:

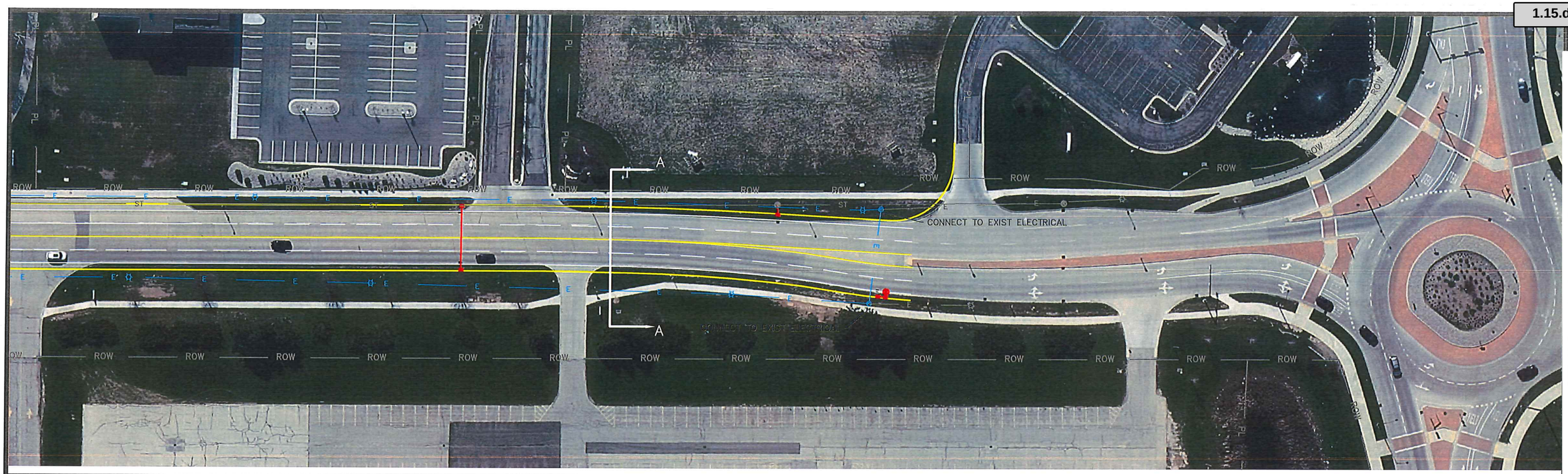
Date Received:

WisDOT Region Reviewers Signature: Date:

FOR WISDOT USE ONLY – enter the following information after project approval

Project ID(s):

Attachment: 2019-10-23-WisDOT_stp-u-app (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)



CITY OF DE PERE

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

LAWRENCE DRIVE
FROM FORTUNE AVENUE TO SCHEURING ROAD

NAME: EXHIBIT

PROJECT #

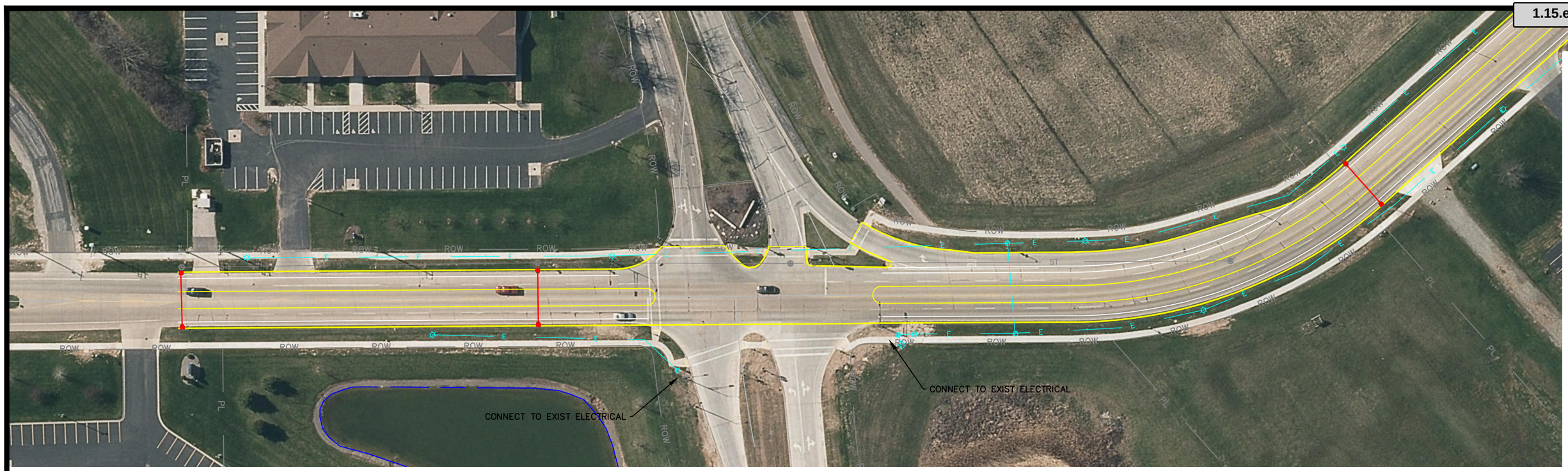
	BY	DATE
SURVEYED		
DRAWN	JML	06-2019
DESIGNED		
CHECKED		

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

EXHIBIT NO.

Attachment: ExhibitPG1 (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)



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

LAWRENCE DRIVE
FROM 500' S/O FORTUNE AVENUE TO FORTUNE AVENUE

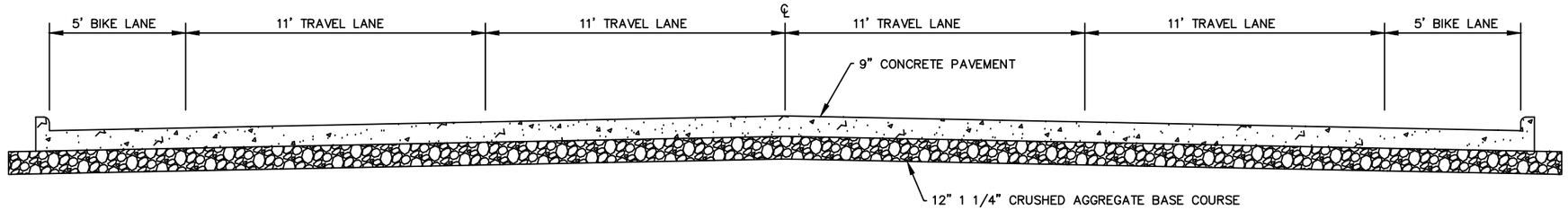
NAME: EXHIBIT
PROJECT #

	BY	DATE
SURVEYED		
DRAWN	JML	06-2019
DESIGNED		
CHECKED		

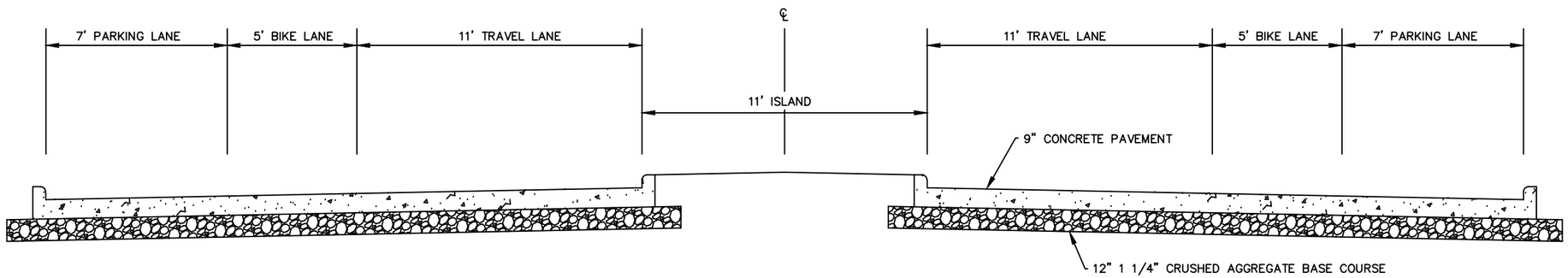
REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

EXH NO.

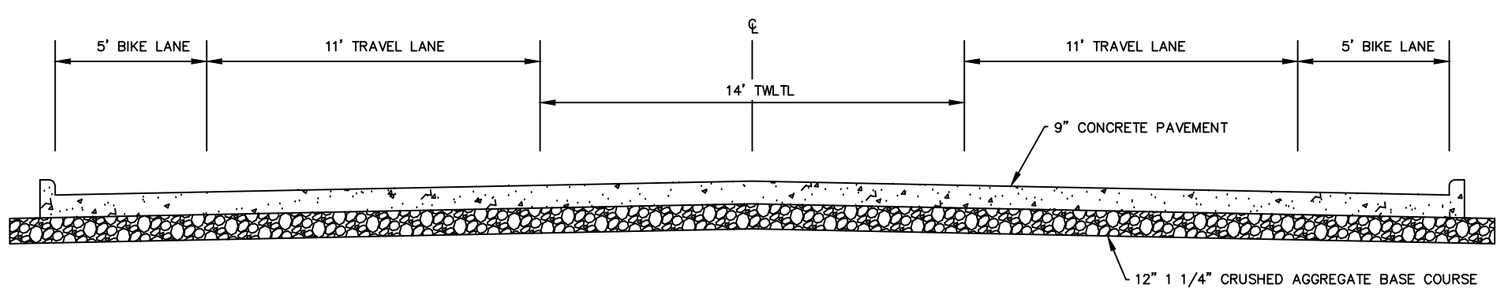
Attachment: ExhibitPG2 (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)



SECTION A–A



SECTION B–B



SECTION C–C

0 2.5' 5'

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

LAWRENCE DRIVE
FROM FORTUNE AVENUE TO SCHEURING ROAD

NAME: TYPICAL SECTIONS EXHIBIT
PROJECT #

	BY	DATE
SURVEYED		
DRAWN	SRL	5–2016
DESIGNED		
CHECKED		

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

EXH NO.

Attachment: Exhibit-Typical Sections (8916 : Reso #19-124 Authorizing Submission of STP-U Grant for Lawrence Drive)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #19-125 Authorizing Agreement for Consulting Services Between the City of De Pere and Midwest Design Solutions, LLC (City Hall Complex Backup Generator Design and Construction Management).**

The Board of Public Works at the November 11, 2019 meeting approved the RFP with Midwest Design Solutions for City Hall Complex Backup Generator Design and Construction Management in the amount of $10,800 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-125 (DOCX)
- Consultant Agreement-Midwest Design Solutions, LLC(City Hall Backup Generator Design and Construction Management)11-11-19 (PDF)
- Exhibit A-Midwest Design Solutions, LLC (PDF)
- Exhibit B-Midwest Design Solutions, LLC (PDF)
- 2019 1111 City Hall Backup Generator Memo (PDF)

RESOLUTION #19-125

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND MIDWEST DESIGN SOLUTIONS, LLC
(City Hall Complex Backup Generator Design and Construction Management)

WHEREAS, the City is in need of contracting with a firm to provide design and construction management services for installation of a backup generator at City's City Hall complex; and

WHEREAS, Midwest Design Solutions, LLC has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-125 (8913 : Reso #19-125 Authorizing Agreement w/Midwest Design for CH Backup Generator.)

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND MIDWEST DESIGN SOLUTIONS, LLC
(City Hall Complex Backup Generator Design and Construction Management)

THIS AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Midwest Design Solutions, LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of a firm to perform design and construction management services for installation of a backup generator at City's City Hall complex; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into this Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with necessary information concerning the project, including but not limited to, current building plans and hourly power usage reports obtained from Wisconsin Public Service to assist with sizing the proper generator. In addition, the City will bid

the Construction Phase of the project and will insert the technical specifications into the bid document, as well as provide other necessary components to the bid documents.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding

Attachment: Consultant Agreement-Midwest Design Solutions, LLC(City Hall Backup Generator Design and Construction Management)11-11-19

such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, payable in two lump sum payments at the conclusion of each Project Phase (Design Phase/Construction Phase). Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

Attachment: Consultant Agreement-Midwest Design Solutions, LLC(City Hall Backup Generator Design and Construction Management)11-11-19

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this

Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XX. NOTICES

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

If to City:	With a copy to:
City of DePere	City of De Pere
Attention: City Clerk	Attention: Director of Public Works
335 South Broadway Street	925 South Sixth Street
De Pere, WI 54115	De Pere, WI 54115

Attachment: Consultant Agreement-Midwest Design Solutions, LLC(City Hall Backup Generator Design and Construction Management)11-11-19

If to Consultant:
Midwest Design Solutions, LLC
Attention: Harland Matthews
2676 Bay Settlement Road
Green Bay, WI 54311

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

MIDWEST DESIGN SOLUTIONS, INC.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name:_____
Title: _____

CITY OF DE PERE, WISCONSIN

By: _____
Michael J. Walsh, Mayor

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2019\Consultant Agreement-Midwest Design Solutions, LLC(City Hall Backup Generator Design and Construction Management)11-11-19.docx

Attachment: Consultant Agreement-Midwest Design Solutions, LLC(City Hall Backup Generator Design and Construction Management)11-11-19

Request for Proposals
For
City Hall Complex Backup Generator Design and Construction Management

The City of De Pere would like to invite your firm to submit a proposal for the design and construction management for the insulation of a backup generator for the City Hall complex.

Your proposal must be submitted to our office at the Municipal Service Center, 925 South Sixth Street, De Pere, WI 54115 by Tuesday November 5, 2019 at 10:00 A.M. Proposals can be submitted either by paper copy or via email to Thomas Blohowiak at tblohowiak@mail.de-pere.org

BACKGROUND INFORMATION:

The City Hall complex has one smaller 45 KW Generator to maintain critical equipment in the event of power loss. This generator is over loaded and the system needs to be inspected. The plan is to have a portable generator large enough to power up the entire complex when there is a power loss event. There is equipment running on the backup generator like an air handler unit for city hall that can be removed from backup power and will come back on line when a portable generator is installed.

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

- Complete a design of where to power up the complex with a portable generator.
  - Design shall be compliant with all local and state regulations.
  - Design to accommodate the installation of "Big Plug" and the main transfer switch.
  - Specify the size of the portable generator to allow room for future expansion.
- The evaluation of current emergency power panels to meet code and not overload the current generator.
- Provide detailed plans for the electrical work and backup generator.
- Provide technical specifications to be included in bid packet.
- Provide bid items and cost estimate.
- Provide construction management services for the installation of the portable generator and wiring upgrades to meet electrical code.
  - Should include initial site visit with contractor, part time site visits during critical times of construction, final inspection, and review of payment requests from contractor.
- Coordinate and manage the installation of backup generator and electrical upgrades to be completed by August 1, 2020.

Attachment: Exhibit A-Midwest Design Solutions, LLC (8913 : Reso #19-125 Authorizing Agreement w/Midwest Design for CH Backup

Meetings

The consultant should include:

- Design Phase
  - Kickoff meeting with City staff, including review of the project site.
  - Final design meeting.
- Construction Management
  - Initial site visit and project kick off meeting with contractor.
  - Periodic site visits during installation.
  - Final meeting and inspection of the backup generator and electrical upgrades.

The Proposed Fee Schedule is included with this document. If there are any specific work items which the Consultant believes are not identified in any unit price item, but is required to provide a functionally completed project, then the identified specific work items shall be included in the appropriate unit price item.

The City will bid the construction project. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

A sample consultant agreement is attached.

SCHEDULING:

The proposals will be taken to the Board of Public Works on November 11, 2019 and Common Council on November 19, 2019. We anticipate the design to be completed by February 2020, with bidding of the project to be completed in March 2020, and construction to be completed by August 1, 2020.

INSURANCE:

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

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

Attachment: Exhibit A-Midwest Design Solutions, LLC (8913 : Reso #19-125 Authorizing Agreement w/Midwest Design for CH Backup

PAYMENT:

The City's Consultant Agreement provides for compensation under the contract to be made in a lump sum upon completion of the contract. This project will be paid in two lump sum payments by Project Phase (Design Phase and Construction Phase) Any proposal that seeks an alternative compensation provision shall be included in a specific description of the preferred compensation method for City consideration.

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for this project include the following:

1. Provide project plans for in AutoCAD and .pdf for insertion into the bid documents. The City will bid the project on-line with 11"x17" .pdf plan set.
2. Provide technical specifications in a word document for bidding of the City Hall complex backup portable generator design.
3. Provide bid items, quantities, summary of work, and an engineer's estimate. The estimate is to be provided in an Excel document. Provide the remaining items in a Word document.
4. Provide all required permits and regulatory approvals for construction of the City Hall complex backup portable generator design.
5. Provide a timeline of events to include (but not limited to) kick off meeting, design phase, final design, completion of items for bid document, permit applications as needed, state approval (if needed), bid award, and construction/installation.

The City will prepare the bid documents and bid the City Hall complex backup portable generator project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions. The consultant shall be involved once the contractor has been selected to oversee construction management of the project.

ADDITIONAL INFORMATION:

The City will provide a copy of the current building plans to help size the proper backup generator. The City has a copy of the hourly power usage from WPS for 2019 to help with sizing the generator.

The City will pay for permitting fees associated with the project.

A sample Consultant Agreement is attached. Terms and Conditions of a proposer's Standard Agreement for Service shall not be included into Consultant Agreement absent specific language thereof in the Consultant agreement itself.

For questions, please contact Thomas Blohowiak at 920-339-4072 (EXT 2250), or e-mail at tblohowiak@mail.de-pere.org.

Proposed Fee Schedule

Company Name:

Company Address:

Company Address:

Company Representative:

Signature:

Design Backup Generator Hookup for City Hall Complex **Design Phase (bid items)**	**Fee**
Design Size of Portable Generator and Hook-up to Complex	
Inspect Emergency panels and Recommend Repairs	
Project Meetings (Two)	
Total Design Fee	

Design Backup Generator Hookup for City Hall Complex **Construction Phase (bid items)**			**Fee**
Description	**Unit**	**Unit price**	**Amount**
Attend Preconstruction Meeting	LS	$	
Review Shop Drawings	LS	$	
Perform Construction Administration (Estimate) 20 Hrs	HR	$	
Perform Construction Observation (Estimate) 40 Hrs	HR	$	

Attachment: Exhibit A-Midwest Design Solutions, LLC (8913 : Reso #19-125 Authorizing Agreement w/Midwest Design for CH Backup

Proposed Fee Schedule

Company Name: Midwest Design Solutions, LLC

Company Address: 2676 Bay Settlement Rd

Company Address: Green Bay, WI 54311

Company Representative: Harland Matthews

Signature: Harl Matthews

Design Backup Generator Hookup for City Hall Complex **Design Phase (bid items)**	**Fee**
Design Size of Portable Generator and Hook-up to Complex	**$2700.00**
Inspect Emergency panels and Recommend Repairs	**$1500.00**
Project Meetings (Two)	**$700.00**
Total Design Fee	**$4900.00**

Design Backup Generator Hookup for City Hall Complex **Construction Phase (bid items)**			**Fee**
Description	**Unit**	**Unit price**	**Amount**
Attend Preconstruction Meeting	LS	$250.00	**$250.00**
Review Shop Drawings	LS	$250.00	**$250.00**
Perform Construction Administration (Estimate) 20 Hrs	HR	$90	**$1800.00**
Perform Construction Observation (Estimate) 40 Hrs	HR	$90	**$3600.00**

$10,800.00

Attachment: Exhibit B-Midwest Design Solutions, LLC (8913 : Reso #19-125 Authorizing Agreement w/Midwest Design for CH Backup

CITY OF DE PERE MEMO

To: Honorable Mayor Walsh
Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: November 11, 2019

RE: **Consideration and possible action on an RFP for City Hall Complex Backup Generator Design and Construction Management***

The City Hall complex has one smaller 45 KW Generator to maintain critical equipment in the event of power loss. This generator is over loaded and the system needs to be inspected. The plan is to have a portable generator large enough to power up the entire complex when there is a power loss event. There is equipment running on the backup generator like an air handler unit for City Hall that can be removed from backup power and will come back on line when a portable generator is installed. The Council has approved $320,000 in the 2019 budget for the entire project. This phase is to get the correct sized generator and insure the system will meet electrical code when complete. Based off the design we will bid out the rest of the project.

The City of De Pere requested quotes from seven (7) venders for this service. The following three (3) quotes were received for consideration.

Venders	Performa, Inc.	Midwest Design Solutions	Hanson Design Group
Design Phase Fees	$11,300.00	$4,900.00	$7,050.00
Construction Phase Fees	$10,050.00	$5,900.00	$4,350.00
Grand Total	$21,350.00	$10,800.00	$11,400.00

Attached

1. Request for Proposals For City Hall Complex Backup Generator Design and Construction Management
2. Proposed Fee schedule for Performa Inc.
3. Proposed Fee schedule for Hanson Design Group
4. Proposed Fee Schedule for Midwest Design Solutions, LLC

Staff completed reference checks on the vender with the lowest proposal. Staff recommendation is to accept the quote from Midwest Design Solutions for the backup generator design and construction management estimated at $10,800.

Attachment: 2019 1111 City Hall Backup Generator Memo (8913 : Reso #19-125 Authorizing Agreement w/Midwest Design for CH Backup

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #19-126 Authorizing Agreement for Contractor Services Between the City of De Pere and Curb 'n Decor LLC (Nicolet Alley Snow Removal).**

The Board of Public Works at the November 11, 2019 meeting approved snow removal services with Curb 'n Décor, LLC for sidewalk snow removal in Nicolet Alley and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

Nicolet Alley was recently renovated with artwork. In order to maintain this area for pedestrian access in the winter months in a timely manner, the City needs to contract snow removal services. The City solicited eight (8) vendors for quotes (See attached email) for snow removal services. Only two (2) quotes were received. See attached quotes.

Staff is recommending hiring Curb 'n Decor LLC for sidewalk snow removal services for Nicolet Alley.

ATTACHMENTS:

- Reso19-126 (DOCX)
- Exhibit A-Curb 'n Decor, LLC Contractor Agreement (PDF)
- Mayor & CC Memo 11-19-19 Snow Removal Contractor Agreement (PDF)
- Snow Removal Vendor Solicitation (PDF)
- Curb n Decor Snow Removal Quote (PDF)
- Earth Development Snow Removal Quote (PDF)
- Earth Development- Revised Quote -Snow 2019_2021 - City of De Pere (2019-11-15_15-30 AST) (PDF)
- Contractor Agreement-Curb 'n Decor LLC (Nicolet Alley Snow Removal)11-14-19 (PDF)

RESOLUTION #19-126

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE CITY OF DE PERE AND CURB 'N DÉCOR LLC
(Nicolet Alley Snow Removal)

WHEREAS, the City is in need of contractor services for snow removal to maintain the public pedestrian access to the Nicolet Alley during the winter months in a timely manner; and

WHEREAS, Curb 'n Décor LLC is available and offers to provide qualified personnel and equipment necessary to accomplish such services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Contractor Services, as is attached hereto, subject to such changes as deemed necessary by the City Attorney, together with subsequent renewals thereof provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

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 18th day of November, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____

Attachment: Reso19-126 (8915 : Resolution #19-126 Authorizing Contractor Agreement w/Curb 'n Decor LLC (Nicolet Alley Snow Removal))

Curb 'n Decor, LLC
4651 Sportsman Dr.
De Pere, WI 54115 US
920-562-4105
bowie@curbndecor.com
www.curbndecor.com

Estimate 146

ADDRESS
Tony Fietzer
City of De Pere
925 S 6th St
De Pere, WI 54115
United States

DATE	TOTAL
10/31/2019	$0.00

ACTIVITY	QTY	RATE	AMOU
Snow Removal Commercial - 1" to 3" per event 1" to 3"	0	55.00	0
Snow Removal Commercial - 3.1" to 6" per event 3.1" to 6"	0	70.00	0
Snow Removal Commercial - 6.1" to 10" per event 6.1" to 10"	0	85.00	0
Snow Removal Commercial - 10.1" and over per event 10.1" and over	0	100.00	0
Snow Removal Commercial - Salting per event salting parking lot and walks	0	75.00	0

Estimated pricing provided above. If you would like to be placed on our schedule we ask that you sign and send the estimate back. Our address is: 4651 Sportsman Dr. De Pere, WI 54115.

TOTAL $0.0

THANK YO

Agreement
By signing this estimate you are agreeing to our terms and conditions of this contract. We ask for monthly payments according to how many visits are made each month. Snow billing will be sent out within the first week of each month with net 15 terms. Outstanding balances will incur a 1.5% monthly interest charge with an 18% APR. If signed, this snow contract is valid from November, 2019 thru April, 2020.

Accepted By

Accepted Date

Payment Schedule - Curbing only jobs $200 down, Remaining balance due upon completion.
Snow Accounts - Payments Due in full within 15 days
All other jobs 10% Deposit, 45% Down payment at start of job, 45% Final payment upon completion.
Outstanding balances will incur a 1.5% monthly interest charge compliant with Wisconsin State Law.
Deposit Required to secure placement in schedule.

Attachment: Exhibit A-Curb 'n Decor, LLC Contractor Agreement (8915 : Resolution #19-126 Authorizing Contractor Agreement w/Curb 'n Decor

MEMORANDUM

TO: Mayor Michael J. Walsh
Common Council Members

FROM: Judith Schmidt-Lehman, City Attorney

DATE: November 19, 2019 (meeting date)

RE: Contractor Agreement for Snow Removal; Main Avenue - Nicolet Square Alley

At the November 11, 2019 Board of Public Works meeting, the Board approved the staff recommendation to award the Contractor Agreement for the above work to "Curb 'n Décor LLC".

When drafting Agreements with contractors or consultants, the law department checks with the State Department of Financial Institutions (DFI) to make sure that the entity the city will be contracting with is authorized to do business in Wisconsin and that the entity is in good standing with the state.

The entity "Curb 'n Décor LLC" was dissolved in 2007 and is not an entity authorized to do business in Wisconsin.

Public Works staff notified the LLC contact, Bowie Retzlaff, of the irregularity. I am told that Mr. Retzlaff acknowledges that this LLC was dissolved in 2007 and that he did create a new LLC ("One Curb 'n Décor LLC") in 2007. I am told he has chosen to continue to use the unauthorized business name for the convenience of his customers. Public Works staff has asked Mr. Retzlaff for a written explanation of these irregularities. As of the date this memo is written (November 14, 2019), the same has not been received.

The Law Department cannot recommend contracting with either "One Curb'n Décor LLC" **or** "Curb 'n Décor LLC" due to these legal irregularities and inconsistencies. While we acknowledge that the quote from "One Curb'n Décor" is lower in price, the quote is not from a legal entity. In order to preserve the integrity of the RFP process, quotes from non-legal entities should not be considered.

If you have any questions prior to the meeting, feel free to call me at your convenience at 339-4042.

Scott Thoresen

From: Tony Fietzer
Sent: Tuesday, October 15, 2019 8:29 AM
To: Scott Thoresen
Cc: Tony Fietzer
Subject: Snow Contractor

FYI this is the status update on trying to secure contractors for Nicolet Alley

Lizer-Not interested-not taking additional contracts
Donnie Mac-Waiting on Don to return call 965-2222
Earth Development-Waiting on quote from Adam 406-7501
Landscape Artisans-Not interested
Apple Valley-Waiting on return call from Jerry 371-3011
Grunt Work LLC-Waiting on return call from Justin 819-2500
Curb n Décor-Waiting on call back from Bowie 562-4105
Green Cut-Spoke to owner, waiting on him to review area 360-5345

Tony Fietzer, CPWP-M
Street Superintendent | City of De Pere
925 South Sixth Street| De Pere, WI 54115
Tel: (920) 339-8325 | Fax: (920) 339-4071

DE PERE

Email: tfietzer@deperewi.gov
Facebook: City of De Pere Facebook

Curb 'n Decor, LLC
4651 Sportsman Dr.
De Pere, WI 54115 US
920-562-4105
bowie@curbndecor.com
www.curbndecor.com

Estimate 146

ADDRESS
Tony Fietzer
City of De Pere
925 S 6th St
De Pere, WI 54115
United States

DATE	TOTAL
10/31/2019	$0.00

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Snow Removal Commercial - 1" to 3" per event 1" to 3"	0	55.00	0
Snow Removal Commercial - 3.1" to 6" per event 3.1" to 6"	0	70.00	0
Snow Removal Commercial - 6.1" to 10" per event 6.1" to 10"	0	85.00	0
Snow Removal Commercial - 10.1" and over per event 10.1" and over	0	100.00	0
Snow Removal Commercial - Salting per event salting parking lot and walks	0	75.00	0

Estimated pricing provided above. If you would like to be placed on our schedule we ask that you sign and send the estimate back. Our address is: 4651 Sportsman Dr. De Pere, WI 54115.

TOTAL $0.0

THANK YO

Agreement
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Accepted By

Accepted Date

Payment Schedule - Curbing only jobs $200 down, Remaining balance due upon completion.
Snow Accounts - Payments Due in full within 15 days
All other jobs 10% Deposit, 45% Down payment at start of job, 45% Final payment upon completion.
Outstanding balances will incur a 1.5% monthly interest charge compliant with Wisconsin State Law.
Deposit Required to secure placement in schedule.

Attachment: Curb n Decor Snow Removal Quote (8915 : Resolution #19-126 Authorizing Contractor Agreement w/Curb 'n Decor LLC (Nicolet

EARTH DEVELOPMENT INC

Cost Breakdown

PREPARED FOR:
City of De Pere
Tony Fietzer -

Alley between 3rd & 4th St. De Pere, Wi 54115

PREPARED DATE
10/16/19

EXP. DATE
04/30/21

Service	Price
Push snow: Per Time (Shovel, Snow Blower & Trackless Ventrac)	$300
Bag Salt: Per Bag (Estimate 1 bag used when needing to salt)	$15
Plow snow into parking lot	

Attachment: Earth Development Snow Removal Quote (8915 : Resolution #19-126 Authorizing Contractor Agreement w/Curb 'n Decor LLC

EARTH DEVELOPMENT INC

SNOW REMOVAL PROPOSAL

PREPARED FOR

Tony Fietzer,

925 South Sixth Street Wisconsin

PREPARED BY

Adam Komoroski - Earth Development, Inc.

Attachment: Earth Development- Revised Quote -Snow 2019_2021 - City of De Pere (2019-11-15_15-30 AST) (8915 : Resolution #19-126

EARTH DEVELOPMENT INC

Why have companies trusted Earth Development for over 20 years?

PREPARED

When 2 feet of snow blanketed Green Bay and other contractors couldn't deliver, we did. We served our clients and theirs.

WELL-EQUIPPED

With 500 units in our fleet, we're prepared for every caliber of storm, when our competitors are not.

CUSTOM SOLUTION

We'll inspect and prep your lot before the snow starts falling to identify and execute the solutions that best suit your unique needs.

ON YOUR SIDE

Knowledgable and attentive, our customer service staff will work the problem with you. We're on your team.

ONE STEP AHEAD

Our on-staff meteorologist helps us anticipate important storm developments, so we're always a step ahead.

INDEPENDENT

We'll do it right, on time, every time. No cut corners. No hand-holding.

EXPERIENCED

With 20 years in the business, we've seen it all and are prepared for anything.

SAFETY

We prioritize the safety of your employees and customers.

"Earth Development Inc. maintains our 45 Wisconsin locations. They help us stay within our budget needs while performing excellent service. We highly recommend speaking with them if you want to simplify your day-to-day operations and save money while maintaining quality service.

- CVS Executive

Attachment: Earth Development- Revised Quote -Snow 2019_2021 - City of De Pere (2019-11-15_15-30 AST) (8915 : Resolution #19-126

EARTH DEVELOPMENT INC

Cost Breakdown

PREPARED FOR:
City of De Pere
Tony Fietzer -

Alley between 3rd & 4th St. De Pere, Wi 54115

PREPARED DATE
10/16/19

EXP. DATE
04/30/21

Service	Price
Push snow: Per Time (Shovel, Snow Blower & Trackless Ventrac)	$300
Bag Salt: Per Bag (Estimate 1 bag used when needing to salt)	$15
Plow snow into parking lot	
1-3''	$300
3-6''	$450
6-9''	$600

Attachment: Earth Development- Revised Quote -Snow 2019_2021 - City of De Pere (2019-11-15_15-30 AST) (8915 : Resolution #19-126

EARTH DEVELOPMENT INC

Client Classification Election: (B)

Definitions:

A. Earth Development's is most concerned with slip and fall prevention. Where our team deems it appropriate to salt the client's property for safety, we will do so.

B. Earth Development will only salt following snow removal. Additional salt applications will be applied upon request.

C. Earth Development will only apply salt to the client's property upon request.

INITIAL
Tony Fietzer

This Proposal and Agreement shall at all times be subject to the Earth Development Snow Services Customer Agreement available at: https://earthdevelopmentinc.com/terms-and-conditions/ (as may be modified from time to time as specified therein), which Terms and Conditions are hereby incorporated by reference. By executing this Agreement, you acknowledge that you have read and agree to be bound by such Terms and Conditions.

Please sign to execute this agreement

Company: City of De Pere

Print Name: Tony Fietzer

SIGNATURE
Tony Fietzer

Sign Name:

Date: Not yet accepted

Earth Development's signature

Print Name: Adam Komoroski- Earth Development

SIGNATURE
Adam Komoroski

Sign Name:

Date: Not yet accepted

Attachment: Earth Development- Revised Quote -Snow 2019_2021 - City of De Pere (2019-11-15_15-30 AST) (8915 : Resolution #19-126

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DEPERE AND CURB 'N DÉCOR, LLC (Nicolet Alley Snow Removal)

THIS AGREEMENT, made and entered into on this ___ day of _____, 2019, by and between the City of De Pere ("City") and Curb 'n Décor, LLC ("Contractor").

WITNESSETH

WHEREAS, City wishes to maintain the public pedestrian access to Nicolet Alley during the winter months and is need of snow removal services; and

WHEREAS, Contractor is available and offers to provide qualified personnel and equipment necessary to accomplish such services within the required timeframe.

NOW THEREFORE, City and Contractor agree as follows:

I. SCOPE OF CONTRACT SERVICES

The Work contracted for hereunder is as described in Contractor's Estimate, attached hereto and incorporated herein as Exhibit A. If there is a conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

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

II. COMPENSATION

Contractor shall bill monthly based upon the number snow events/visits as identified in Contractor's Estimate (Exhibit A).

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000 per occurrence, with additional umbrella liability insurance coverage to a total of not less than $5,000,000.

Attachment: Contractor Agreement-Curb 'n Decor LLC (Nicolet Alley Snow Removal)11-14-19 (8915 : Resolution #19-126 Authorizing

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars, mobile equipment and specialized equipment. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Proof of Insurance. Contractor shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Contractor meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Contractor's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.

2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees

Attachment: Contractor Agreement-Curb 'n Decor LLC (Nicolet Alley Snow Removal)11-14-19 (8915 : Resolution #19-126 Authorizing

that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. PERMITS AND LICENSING. The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.

4. WORK SAFETY AND HEALTH. The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

5. RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or because of any act or omission, neglect or misconduct of said Contractor; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

   It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

Attachment: Contractor Agreement-Curb 'n Decor LLC (Nicolet Alley Snow Removal)11-14-19 (8915 : Resolution #19-126 Authorizing

VI. INTEGRATION

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

VIII. JURISDICTION

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

IX. TERMINATION

The City may terminate this Agreement for its convenience. Either the City or the Contractor may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

X. MEDIATION

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

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

Attachment: Contractor Agreement-Curb 'n Decor LLC (Nicolet Alley Snow Removal)11-14-19 (8915 : Resolution #19-126 Authorizing

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

XI. NOTICES

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

If to City:	If to Contractor:
City of De Pere Attention: Public Works Director 925 South Sixth Street De Pere, WI 54115	Curb 'n Décor, LLC Attention: Mr. Bowie Retzlaff 4651 Sportsman Drive De Pere, WI 54115

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

CURB 'N DÉCOR LLC
By:

_____
Bowie Retzlaff, Managing Member

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Carey E. Danen, City Clerk

Approved as to Form:

_____
City Attorney

J:\Law\Agreements\2019\Contractor Agreement Curb 'n Décor LLC (Nicolet Alley Snow Removal)11-14-19.docx

Attachment: Contractor Agreement-Curb 'n Decor LLC (Nicolet Alley Snow Removal)11-14-19 (8915 : Resolution #19-126 Authorizing

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**Operator license applications.**

ATTACHMENTS:

- Applicant List (PDF)

CITY OF DE PERE

License Committee - November 19, 2019

Previously Tabled Operator License Applications	
1	DIEDERICH, MATTHEW
2	FREE, BILLY
3	LANGE, BRITTANY
4	MAY, ALYSSA
5	VANDE VOORT, BROOKE
6	IVERSON, SEAN

New Operator License Applications	
1	BALL, ANDREA
2	BASTIEN, NATALIE
3	CISZEWSKI, MELISSA
4	VANDE HEI, DAWN
5	JACKIMOWICZ, CONNIE
6	ROWEN, CURT

Attachment: Applicant List (8936 : Operator license applications.*)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 11-19-19 VOUCHERS (PDF)

PACKET: 06213 NOV 2019 ADVANCES 11-13-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7944	A2CL SERVICES LLC							
	I-322L1073652	A2CL SERVICES LLC	R	11/19/2019		26.80CR	090470	
	I-322L1073849	A2CL SERVICES LLC	R	11/19/2019		26.80CR	090470	53.60
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1913749	ACCURATE SUSPENSION WAREHOUSE	R	11/19/2019		21.30CR	090471	21.30
7551	AD GREENROOF LLC							
	I-1193	AD GREENROOF LLC	R	11/19/2019		1,100.00CR	090472	1,100.00
7583	ADVANCE AUTO PARTS							
	I-6339-277976	ADVANCE AUTO PARTS	R	11/19/2019		151.81CR	090473	
	I-6339-278833	ADVANCE AUTO PARTS	R	11/19/2019		7.45CR	090473	159.26
6802	ADVANCED DISPOSAL							
	I-B80000684660	ADVANCED DISPOSAL	R	11/19/2019		287.85CR	090474	287.85
0302	AIRGAS USA LLC							
	I-9094578172	AIRGAS USA LLC	R	11/19/2019		851.90CR	090475	
	I-9965564458	AIRGAS USA LLC	R	11/19/2019		240.77CR	090475	1,092.67
1530	RICHARD J. ANNEN							
	I-9979	RICHARD J. ANNEN	R	11/19/2019		47.48CR	090476	47.48
7507	DEBORAH ARMBRUSTER							
	I-201911129937	DEBORAH ARMBRUSTER	R	11/19/2019		41.18CR	090477	41.18
0442	BADGER LABORATORIES INC							
	I-19-49025652	BADGER LABORATORIES INC	R	11/19/2019		300.00CR	090478	300.00
0020	BADGERLAND PRINTING INC							
	I-34150	BADGERLAND PRINTING INC	R	11/19/2019		140.00CR	090479	
	I-34165	BADGERLAND PRINTING INC	R	11/19/2019		777.60CR	090479	
	I-34183	BADGERLAND PRINTING INC	R	11/19/2019		28.00CR	090479	
	I-34202	BADGERLAND PRINTING INC	R	11/19/2019		5.00CR	090479	
	I-34203	BADGERLAND PRINTING INC	R	11/19/2019		118.00CR	090479	1,068.60
0023	BATTERIES PLUS LLC							
	I-P20413242	BATTERIES PLUS LLC	R	11/19/2019		272.88CR	090480	272.88
6404	BAY AREA TESTING & CONSULTING LLC							
	I-3591	BAY AREA TESTING & CONSULTING	R	11/19/2019		1,198.75CR	090481	
	I-3592	BAY AREA TESTING & CONSULTING	R	11/19/2019		307.25CR	090481	
	I-3593	BAY AREA TESTING & CONSULTING	R	11/19/2019		1,358.00CR	090481	
	I-3594	BAY AREA TESTING & CONSULTING	R	11/19/2019		1,703.75CR	090481	
	I-3595	BAY AREA TESTING & CONSULTING	R	11/19/2019		772.75CR	090481	
	I-3596	BAY AREA TESTING & CONSULTING	R	11/19/2019		198.25CR	090481	5,538.75

Attachment: 11-19-19 VOUCHERS (8929 : Voucher approval.)

PACKET: 06213 NOV 2019 ADVANCES 11-13-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0027	BAY TOWEL INC							
	I-2911326	BAY TOWEL INC	R	11/19/2019		174.19CR	090482	
	I-2911340	BAY TOWEL INC	R	11/19/2019		93.72CR	090482	
	I-2945168	BAY TOWEL INC	R	11/19/2019		110.37CR	090482	
	I-2949686	BAY TOWEL INC	R	11/19/2019		114.07CR	090482	
	I-2954221	BAY TOWEL INC	R	11/19/2019		114.07CR	090482	
	I-2956946	BAY TOWEL INC	R	11/19/2019		176.85CR	090482	
	I-2956961	BAY TOWEL INC	R	11/19/2019		91.05CR	090482	
	I-2958760	BAY TOWEL INC	R	11/19/2019		112.05CR	090482	986.37
6849	ERIN BONGERS							
	I-201911129938	ERIN BONGERS	R	11/19/2019		235.48CR	090483	235.48
0038	BROADWAY AUTOMOTIVE INC							
	I-473355P	BROADWAY AUTOMOTIVE INC	R	11/19/2019		140.52CR	090484	140.52
0039	BROOKS TRACTOR INC							
	I-D76719	BROOKS TRACTOR INC	R	11/19/2019		161.02CR	090485	161.02
2944	BROWN COUNTY JAIL							
	I-201911129939	BROWN COUNTY JAIL	R	11/19/2019		600.00CR	090486	
	I-201911129940	BROWN COUNTY JAIL	R	11/19/2019		120.00CR	090486	720.00
6561	KEVIN CLARK							
	I-201911129941	KEVIN CLARK	R	11/19/2019		109.71CR	090487	109.71
2708	CLEANING SOLUTION SERVICES INC							
	I-20066	CLEANING SOLUTION SERVICES INC	R	11/19/2019		1,354.06CR	090488	
	I-20067	CLEANING SOLUTION SERVICES INC	R	11/19/2019		1,657.49CR	090488	
	I-20070	CLEANING SOLUTION SERVICES INC	R	11/19/2019		1,349.21CR	090488	
	I-20104	CLEANING SOLUTION SERVICES INC	R	11/19/2019		107.71CR	090488	
	I-20105	CLEANING SOLUTION SERVICES INC	R	11/19/2019		154.13CR	090488	4,622.60
6414	COMMUNICATIONS ENGINEERING CO							
	I-323016	COMMUNICATIONS ENGINEERING CO	R	11/19/2019		425.00CR	090489	425.00
7997	COMPLETE OFFICE							
	I-AR10987	COMPLETE OFFICE	R	11/19/2019		66.80CR	090490	
	I-AR10988	COMPLETE OFFICE	R	11/19/2019		94.71CR	090490	
	I-AR10989	COMPLETE OFFICE	R	11/19/2019		37.71CR	090490	
	I-AR10990	COMPLETE OFFICE	R	11/19/2019		50.75CR	090490	249.97

Attachment: 11-19-19 VOUCHERS (8929 : Voucher approval.)

PACKET: 06213 NOV 2019 ADVANCES 11-13-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7998	CONFIDENTIAL RECORDS INC							
	I-36006	CONFIDENTIAL RECORDS INC	R	11/19/2019		234.60CR	090491	234.60
7639	CORE & MAIN LP							
	I-L312404	CORE & MAIN LP	R	11/19/2019		456.75CR	090492	
	I-L370260	CORE & MAIN LP	R	11/19/2019		975.00CR	090492	
	I-L419016	CORE & MAIN LP	R	11/19/2019		2,827.00CR	090492	
	I-L433101	CORE & MAIN LP	R	11/19/2019		1,141.00CR	090492	
	I-L456543	CORE & MAIN LP	R	11/19/2019		564.00CR	090492	
	I-L501449	CORE & MAIN LP	R	11/19/2019		140.00CR	090492	6,103.75
0217	COUNTRY VISIONS COOPERATIVE							
	I-201911129942	COUNTRY VISIONS COOPERATIVE	R	11/19/2019		28.03CR	090493	28.03
6286	CREVIER, SCOTT							
	I-201911129943	CREVIER, SCOTT	R	11/19/2019		504.12CR	090494	504.12
0061	CUMMINS NPOWER, LLC							
	I-F4-31202	CUMMINS NPOWER, LLC	R	11/19/2019		191.76CR	090495	
	I-F4-31221	CUMMINS NPOWER, LLC	R	11/19/2019		130.19CR	090495	
	I-F4-39872	CUMMINS NPOWER, LLC	R	11/19/2019		356.45CR	090495	
	I-F4-41131	CUMMINS NPOWER, LLC	R	11/19/2019		3,034.38CR	090495	
	I-F4-44260	CUMMINS NPOWER, LLC	R	11/19/2019		466.18CR	090495	
	I-F4-44262	CUMMINS NPOWER, LLC	R	11/19/2019		513.90CR	090495	4,692.86
6526	DE PERE BASEBALL							
	I-201911129944	DE PERE BASEBALL	R	11/19/2019		4,589.00CR	090496	4,589.00
1196	DE PERE GIRLS SOFTBALL ASSOCIATION							
	I-201911129945	DE PERE GIRLS SOFTBALL ASSOCIA	R	11/19/2019		2,178.00CR	090497	2,178.00
1626	DE PERE YOUTH HOCKEY							
	I-201911129946	DE PERE YOUTH HOCKEY	R	11/19/2019		670.00CR	090498	670.00
7707	DUNCAN ASSOCIATES INC							
	I-337-18-17	DUNCAN ASSOCIATES INC	R	11/19/2019		3,480.00CR	090499	3,480.00
7999	ENVISIONINK PRINTING SOLUTIONS							
	I-194361	ENVISIONINK PRINTING SOLUTIONS	R	11/19/2019		285.00CR	090500	285.00
0086	ERC INC							
	I-ERC-1019-2169	ERC INC	R	11/19/2019		429.00CR	090501	429.00

Attachment: 11-19-19 VOUCHERS (8929 : Voucher approval.)

PACKET: 06213 NOV 2019 ADVANCES 11-13-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7422	EXCEL UNDERGROUND LLC							
	I-7403	EXCEL UNDERGROUND LLC	R	11/19/2019		8,446.47CR	090502	8,446.47
2627	FESTIVAL FOODS INC							
	I-15729-102	FESTIVAL FOODS INC	R	11/19/2019		16.18CR	090503	
	I-32806-104	FESTIVAL FOODS INC	R	11/19/2019		5.25CR	090503	21.43
6654	FLEETPRIDE INC							
	I-38334071	FLEETPRIDE INC	R	11/19/2019		158.88CR	090504	158.88
3655	FUN EXPRESS LLC							
	I-699031053-01	FUN EXPRESS LLC	R	11/19/2019		91.00CR	090505	91.00
5830	GRAEF INC							
	I-106217	GRAEF INC	R	11/19/2019		12,510.50CR	090506	12,510.50
0116	GRAINGER INC							
	I-9320770663	GRAINGER INC	R	11/19/2019		213.60CR	090507	
	I-9335344173	GRAINGER INC	R	11/19/2019		122.49CR	090507	
	I-9338141634	GRAINGER INC	R	11/19/2019		65.69CR	090507	
	I-9339667090	GRAINGER INC	R	11/19/2019		174.41CR	090507	576.19
6608	TRISTA GROTH							
	I-201911139947	TRISTA GROTH	R	11/19/2019		48.26CR	090508	48.26
4826	GUSTAVE A LARSON CO							
	I-3744534	GUSTAVE A LARSON CO	R	11/19/2019		264.66CR	090509	264.66
2947	MATTHEW GUTH							
	I-201911139948	MATTHEW GUTH	R	11/19/2019		94.66CR	090510	94.66
6023	EUGENE HACKBARTH							
	I-201911139949	EUGENE HACKBARTH	R	11/19/2019		480.88CR	090511	480.88
4902	HALRON LUBRICANTS INC							
	C-1108329-00	HALRON LUBRICANTS INC	R	11/19/2019		20.00	090512	
	I-1107858-00	HALRON LUBRICANTS INC	R	11/19/2019		1,633.28CR	090512	
	I-1108525-00	HALRON LUBRICANTS INC	R	11/19/2019		1,341.68CR	090512	2,954.96
1237	HASTINGS AIR ENERGY CONTROL							
	I-I80230	HASTINGS AIR ENERGY CONTROL	R	11/19/2019		322.69CR	090513	322.69

Attachment: 11-19-19 VOUCHERS (8929 : Voucher approval.)

PACKET: 06213 NOV 2019 ADVANCES 11-13-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7919	HOW LANDSCAPING							
	I-3256	HOW LANDSCAPING	R	11/19/2019		12,000.00CR	090514	12,000.00
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-C001880	HURCKMAN MECHANICAL INDUSTRIES	R	11/19/2019		1,721.30CR	090515	
	I-C001881	HURCKMAN MECHANICAL INDUSTRIES	R	11/19/2019		523.70CR	090515	2,245.00
5484	HYDROCORP INC							
	I-54480-IN	HYDROCORP INC	R	11/19/2019		2,876.00CR	090516	
	I-54686-IN	HYDROCORP INC	R	11/19/2019		2,648.00CR	090516	5,524.00
6342	IDEA DINER							
	I-50007019	IDEA DINER	R	11/19/2019		468.58CR	090517	468.58
1399	INDOFF INC							
	I-3286732	INDOFF INC	R	11/19/2019		103.50CR	090518	
	I-3289527	INDOFF INC	R	11/19/2019		48.38CR	090518	
	I-3305124	INDOFF INC	R	11/19/2019		816.78CR	090518	
	I-3305139	INDOFF INC	R	11/19/2019		202.08CR	090518	
	I-3306979	INDOFF INC	R	11/19/2019		266.15CR	090518	1,436.89
2602	JOSSART BROTHERS INC							
	I-1350	JOSSART BROTHERS INC	R	11/19/2019		2,355.45CR	090519	
	I-1351	JOSSART BROTHERS INC	R	11/19/2019		1,630.00CR	090519	
	I-1353	JOSSART BROTHERS INC	R	11/19/2019		2,118.35CR	090519	
	I-1354	JOSSART BROTHERS INC	R	11/19/2019		1,379.85CR	090519	
	I-1355	JOSSART BROTHERS INC	R	11/19/2019		2,530.55CR	090519	
	I-1356	JOSSART BROTHERS INC	R	11/19/2019		3,174.00CR	090519	
	I-1360REVISED	JOSSART BROTHERS INC	R	11/19/2019		3,471.10CR	090519	
	I-1363	JOSSART BROTHERS INC	R	11/19/2019		2,313.60CR	090519	
	I-1365	JOSSART BROTHERS INC	R	11/19/2019		2,130.00CR	090519	
	I-1366	JOSSART BROTHERS INC	R	11/19/2019		2,579.20CR	090519	
	I-1373	JOSSART BROTHERS INC	R	11/19/2019		2,402.55CR	090519	
	I-1374	JOSSART BROTHERS INC	R	11/19/2019		1,565.85CR	090519	
	I-1375	JOSSART BROTHERS INC	R	11/19/2019		1,369.85CR	090519	
	I-1376	JOSSART BROTHERS INC	R	11/19/2019		1,890.40CR	090519	
	I-1377	JOSSART BROTHERS INC	R	11/19/2019		2,116.90CR	090519	33,027.65
VOID	VOID CHECK		V	11/19/2019			090520	**VOID**
1276	JX ENTERPRISES INC							
	C-14102948P	JX ENTERPRISES INC	R	11/19/2019		139.91	090521	
	I-14100880P	JX ENTERPRISES INC	R	11/19/2019		21.99CR	090521	
	I-14100952P	JX ENTERPRISES INC	R	11/19/2019		29.18CR	090521	
	I-14101277P	JX ENTERPRISES INC	R	11/19/2019		4.37CR	090521	
	I-14101278P	JX ENTERPRISES INC	R	11/19/2019		47.56CR	090521	
	I-14102083P	JX ENTERPRISES INC	R	11/19/2019		195.25CR	090521	
	I-14102085P	JX ENTERPRISES INC	R	11/19/2019		150.99CR	090521	
	I-14102124P	JX ENTERPRISES INC	R	11/19/2019		143.37CR	090521	
	I-14102438P	JX ENTERPRISES INC	R	11/19/2019		82.99CR	090521	
	I-14102950P	JX ENTERPRISES INC	R	11/19/2019		172.30CR	090521	
	I-14102951P	JX ENTERPRISES INC	R	11/19/2019		150.99CR	090521	

Attachment: 11-19-19 VOUCHERS (8929 : Voucher approval.)

PACKET: 06213 NOV 2019 ADVANCES 11-13-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-14103270P	JX ENTERPRISES INC	R	11/19/2019		53.72CR	090521	
	I-14104153P	JX ENTERPRISES INC	R	11/19/2019		153.00CR	090521	
	I-1423292S	JX ENTERPRISES INC	R	11/19/2019		676.30CR	090521	1,742.10
VOID	VOID CHECK		V	11/19/2019			090522	**VOID**
3140	KUNDINGER FLUID POWER INC							
	I-50563225	KUNDINGER FLUID POWER INC	R	11/19/2019		45.84CR	090523	45.84
2289	KUSSMAUL ELECTRONICS CO INC							
	I-156610	KUSSMAUL ELECTRONICS CO INC	R	11/19/2019		160.70CR	090524	
	I-156615	KUSSMAUL ELECTRONICS CO INC	R	11/19/2019		57.90CR	090524	
	I-156616	KUSSMAUL ELECTRONICS CO INC	R	11/19/2019		57.90CR	090524	276.50
0153	LAFORCE INC							
	I-1113263	LAFORCE INC	R	11/19/2019		9.80CR	090525	9.80
7063	LEAVES INSPIRED TREE NURSERY LLC							
	I-403	LEAVES INSPIRED TREE NURSERY L	R	11/19/2019		4,043.00CR	090526	
	I-404	LEAVES INSPIRED TREE NURSERY L	R	11/19/2019		4,043.00CR	090526	8,086.00
1	LEONE, CHRISTOPHER/KATHLEEN							
	I-201911139951	MB	R	11/19/2019		75.00CR	090527	75.00
7444	SARA LORNSON							
	I-201911139952	SARA LORNSON	R	11/19/2019		84.10CR	090528	84.10
7446	MACQUEEN EQUIPMENT GROUP							
	I-P11789	MACQUEEN EQUIPMENT GROUP	R	11/19/2019		3,175.30CR	090529	
	I-P12273	MACQUEEN EQUIPMENT GROUP	R	11/19/2019		2,754.00CR	090529	
	I-P12427	MACQUEEN EQUIPMENT GROUP	R	11/19/2019		2,528.32CR	090529	8,457.62
2292	MC MAHON'S OF LUXEMBURG INC							
	I-20943	MC MAHON'S OF LUXEMBURG INC	R	11/19/2019		175.00CR	090530	
	I-20994	MC MAHON'S OF LUXEMBURG INC	R	11/19/2019		200.00CR	090530	375.00
0173	MENARDS INC							
	I-55963	MENARDS INC	R	11/19/2019		124.99CR	090531	
	I-55964	MENARDS INC	R	11/19/2019		227.97CR	090531	
	I-56264	MENARDS INC	R	11/19/2019		15.44CR	090531	
	I-56275	MENARDS INC	R	11/19/2019		12.50CR	090531	
	I-56455	MENARDS INC	R	11/19/2019		9.54CR	090531	
	I-56477	MENARDS INC	R	11/19/2019		15.98CR	090531	
	I-56540	MENARDS INC	R	11/19/2019		54.90CR	090531	
	I-56577	MENARDS INC	R	11/19/2019		81.90CR	090531	
	I-56591	MENARDS INC	R	11/19/2019		114.98CR	090531	
	I-56601	MENARDS INC	R	11/19/2019		49.12CR	090531	
	I-56615	MENARDS INC	R	11/19/2019		5.48CR	090531	
	I-56852	MENARDS INC	R	11/19/2019		47.88CR	090531	
	I-56921	MENARDS INC	R	11/19/2019		22.92CR	090531	
	I-57076	MENARDS INC	R	11/19/2019		9.48CR	090531	

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PACKET: 06213 NOV 2019 ADVANCES 11-13-19

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	11/19/2019			090532	**VOID**
3191	NCI							
	I-AT12681	NCI	R	11/19/2019		74.85CR	090533	74.85
6594	NEVILLE PUBLIC MUSEUM							
	I-201911139953	NEVILLE PUBLIC MUSEUM	R	11/19/2019		175.00CR	090534	175.00
5188	NORTHEAST ASPHALT INC							
	I-19-07 (3)	NORTHEAST ASPHALT INC	R	11/19/2019		126,208.86CR	090535	126,208.86
0531	NORTHEAST AUTO PARTS INC							
	I-342867	NORTHEAST AUTO PARTS INC	R	11/19/2019		29.99CR	090536	
	I-342942	NORTHEAST AUTO PARTS INC	R	11/19/2019		15.17CR	090536	
	I-342948	NORTHEAST AUTO PARTS INC	R	11/19/2019		37.04CR	090536	
	I-342959	NORTHEAST AUTO PARTS INC	R	11/19/2019		159.29CR	090536	
	I-342960	NORTHEAST AUTO PARTS INC	R	11/19/2019		15.17CR	090536	
	I-343090	NORTHEAST AUTO PARTS INC	R	11/19/2019		192.59CR	090536	
	I-343097	NORTHEAST AUTO PARTS INC	R	11/19/2019		12.59CR	090536	
	I-343125	NORTHEAST AUTO PARTS INC	R	11/19/2019		77.33CR	090536	
	I-343207	NORTHEAST AUTO PARTS INC	R	11/19/2019		66.57CR	090536	
	I-343233	NORTHEAST AUTO PARTS INC	R	11/19/2019		22.96CR	090536	
	I-343263	NORTHEAST AUTO PARTS INC	R	11/19/2019		57.70CR	090536	
	I-343374	NORTHEAST AUTO PARTS INC	R	11/19/2019		35.98CR	090536	
	I-343379	NORTHEAST AUTO PARTS INC	R	11/19/2019		15.60CR	090536	
	I-343391	NORTHEAST AUTO PARTS INC	R	11/19/2019		35.98CR	090536	
	I-343553	NORTHEAST AUTO PARTS INC	R	11/19/2019		132.85CR	090536	
	I-343685	NORTHEAST AUTO PARTS INC	R	11/19/2019		7.20CR	090536	
	I-343726	NORTHEAST AUTO PARTS INC	R	11/19/2019		26.97CR	090536	
	I-343749	NORTHEAST AUTO PARTS INC	R	11/19/2019		57.19CR	090536	998.17
VOID	VOID CHECK		V	11/19/2019			090537	**VOID**
3250	NORTHERN LAKE SERVICE							
	I-366633	NORTHERN LAKE SERVICE	R	11/19/2019		88.00CR	090538	88.00
0571	NORTHERN PIPE EQUIPMENT INC							
	I-1434	NORTHERN PIPE EQUIPMENT INC	R	11/19/2019		2,517.50CR	090539	2,517.50
4245	NOVER ENGELSTEIN & ASSOC, INC.							
	I-M2020	NOVER ENGELSTEIN & ASSOC, INC.	R	11/19/2019		600.00CR	090540	600.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0187	NSIGHT TELSERVICES							
	I-201911139954	NSIGHT TELSERVICES	R	11/19/2019		64.40CR	090541	64.40
0194	OLSON TRAILER & BODY LLC							
	I-74999	OLSON TRAILER & BODY LLC	R	11/19/2019		677.92CR	090542	677.92
5222	P J KORTENS & CO INC							
	I-10021770	P J KORTENS & CO INC	R	11/19/2019		374.13CR	090543	374.13
0197	PACKER CITY INTL TRUCKS INC							
	I-X101114588:01	PACKER CITY INTL TRUCKS INC	R	11/19/2019		227.85CR	090544	
	I-X101115206:01	PACKER CITY INTL TRUCKS INC	R	11/19/2019		128.20CR	090544	
	I-X101115367:01	PACKER CITY INTL TRUCKS INC	R	11/19/2019		151.90CR	090544	507.95
1331	PACKER FASTENER & SUPPLY INC							
	I-447008	PACKER FASTENER & SUPPLY INC	R	11/19/2019		72.39CR	090545	
	I-469012	PACKER FASTENER & SUPPLY INC	R	11/19/2019		2.28CR	090545	74.67
5903	LUKE PASTERSKI							
	I-201911139955	LUKE PASTERSKI	R	11/19/2019		87.83CR	090546	87.83
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-70415	PETROLEUM EQUIP SERVICE OF WI	R	11/19/2019		178.00CR	090547	178.00
6126	PM SUPPLY LLC							
	I-82658	PM SUPPLY LLC	R	11/19/2019		165.16CR	090548	
	I-82706	PM SUPPLY LLC	R	11/19/2019		175.76CR	090548	
	I-82707	PM SUPPLY LLC	R	11/19/2019		245.64CR	090548	586.56
0208	POMP'S TIRE SERVICE INC							
	I-90060607	POMP'S TIRE SERVICE INC	R	11/19/2019		198.00CR	090549	
	I-90060679	POMP'S TIRE SERVICE INC	R	11/19/2019		608.92CR	090549	
	I-90060735	POMP'S TIRE SERVICE INC	R	11/19/2019		1,642.30CR	090549	2,449.22
1701	PRAXAIR DISTRIBUTION INC							
	I-92651895	PRAXAIR DISTRIBUTION INC	R	11/19/2019		90.00CR	090550	90.00
1246	PREVEA HEALTH							
	I-124843	PREVEA HEALTH	R	11/19/2019		245.85CR	090551	245.85
0395	PRO ONE JANITORIAL INC							
	I-151210	PRO ONE JANITORIAL INC	R	11/19/2019		1,125.00CR	090552	1,125.00

Attachment: 11-19-19 VOUCHERS (8929 : Voucher approval.)

PACKET: 06213 NOV 2019 ADVANCES 11-13-19
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5055	QUALITY TRUCK CARE CENTER INC							
	I-X104001231:01	QUALITY TRUCK CARE CENTER INC	R	11/19/2019		452.17CR	090553	452.17
0220	QUILL CORP							
	C-758133	QUILL CORP	R	11/19/2019		3.99	090554	
	I-2334258	QUILL CORP	R	11/19/2019		194.80CR	090554	
	I-2395358	QUILL CORP	R	11/19/2019		50.37CR	090554	
	I-2427850	QUILL CORP	R	11/19/2019		8.79CR	090554	249.97
3450	RASMUSSEN ELECTRIC LLC							
	I-31273	RASMUSSEN ELECTRIC LLC	R	11/19/2019		165.66CR	090555	165.66
6948	RAY'S TIRE							
	I-1009326	RAY'S TIRE	R	11/19/2019		1,008.85CR	090556	
	I-1009480	RAY'S TIRE	R	11/19/2019		989.80CR	090556	
	I-1009623	RAY'S TIRE	R	11/19/2019		1,064.80CR	090556	3,063.45
0225	RED D MIX CONCRETE INC							
	I-73892	RED D MIX CONCRETE INC	R	11/19/2019		258.20CR	090557	258.20
0227	REINDERS INC							
	I-1808124-00	REINDERS INC	R	11/19/2019		84.74CR	090558	
	I-1808723-00	REINDERS INC	R	11/19/2019		178.18CR	090558	262.92
0158	ROBERT E LEE & ASSOCIATES INC							
	I-76518	ROBERT E LEE & ASSOCIATES INC	R	11/19/2019		2,124.50CR	090559	
	I-76519	ROBERT E LEE & ASSOCIATES INC	R	11/19/2019		1,900.00CR	090559	
	I-76520	ROBERT E LEE & ASSOCIATES INC	R	11/19/2019		1,976.00CR	090559	6,000.50
0242	SCOTT CONSTRUCTION INC							
	I-8854	SCOTT CONSTRUCTION INC	R	11/19/2019		679.68CR	090560	679.68
1465	STEEN MACEK PAPER COMPANY							
	I-843630	STEEN MACEK PAPER COMPANY	R	11/19/2019		216.27CR	090561	216.27
3378	STRYKER SALES CORP							
	I-2824116M	STRYKER SALES CORP	R	11/19/2019		129.86CR	090562	129.86
0268	TRUCK EQUIPMENT INC							
	C-821182-00	TRUCK EQUIPMENT INC	R	11/19/2019		78.15	090563	
	C-863057-00	TRUCK EQUIPMENT INC	R	11/19/2019		270.37	090563	
	I-816997-00	TRUCK EQUIPMENT INC	R	11/19/2019		146.77CR	090563	
	I-861708-00	TRUCK EQUIPMENT INC	R	11/19/2019		1,094.91CR	090563	
	I-867291-00	TRUCK EQUIPMENT INC	R	11/19/2019		70.41CR	090563	
	I-871324-00	TRUCK EQUIPMENT INC	R	11/19/2019		223.19CR	090563	1,186.76

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0272	UNIFORM SHOPPE INC							
	I-291565	UNIFORM SHOPPE INC	R	11/19/2019		722.95CR	090564	
	I-292044	UNIFORM SHOPPE INC	R	11/19/2019		275.95CR	090564	
	I-292574	UNIFORM SHOPPE INC	R	11/19/2019		1,149.95CR	090564	
	I-292672	UNIFORM SHOPPE INC	R	11/19/2019		73.90CR	090564	
	I-292975	UNIFORM SHOPPE INC	R	11/19/2019		112.90CR	090564	
	I-293066	UNIFORM SHOPPE INC	R	11/19/2019		34.95CR	090564	
	I-293071	UNIFORM SHOPPE INC	R	11/19/2019		38.95CR	090564	
	I-293092	UNIFORM SHOPPE INC	R	11/19/2019		82.45CR	090564	2,492.00
0620	VALLEY RADIATOR INC							
	I-28593	VALLEY RADIATOR INC	R	11/19/2019		450.00CR	090565	450.00
3707	VIKING ELECTRIC SUPPLY							
	I-S003003817.002	VIKING ELECTRIC SUPPLY	R	11/19/2019		547.50CR	090566	547.50
3724	VISU-SEWER CLEAN & SEAL INC							
	I-19-03 (2)	VISU-SEWER CLEAN & SEAL INC	R	11/19/2019		169,138.53CR	090567	169,138.53
5539	VORPAHL FIRE & SAFETY CORP							
	I-215282594	VORPAHL FIRE & SAFETY CORP	R	11/19/2019		250.70CR	090568	250.70
1896	MIKE WESSLEY							
	I-201911139956	MIKE WESSLEY	R	11/19/2019		73.85CR	090569	73.85
2645	WI DEPT OF JUSTICE							
	I-201911139957	WI DEPT OF JUSTICE	R	11/19/2019		42.00CR	090570	42.00
6418	WI DEPT OF NATURAL RESOURCES							
	I-201911139959	WI DEPT OF NATURAL RESOURCES	R	11/19/2019		52.50CR	090571	
	I-VPLE0000006030	WI DEPT OF NATURAL RESOURCES	R	11/19/2019		157.50CR	090571	210.00
6469	WI DOCUMENT IMAGING							
	I-84649	WI DOCUMENT IMAGING	R	11/19/2019		539.93CR	090572	539.93
7350	WI MEDIA							
	I-2930577	WI MEDIA	R	11/19/2019		880.03CR	090573	880.03
5978	ANDREW ZIETLOW							
	I-201911139961	ANDREW ZIETLOW	R	11/19/2019		39.57CR	090574	39.57

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	101	0.00	465,899.80	465,899.80
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	4	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00

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PACKET: 06213 NOV 2019 ADVANCES 11-13-19

VENDOR SET: 01 **** CHECK LISTING ****

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	11/2019	67,226.28CR
201	11/2019	6,690.95CR
208	11/2019	241.05CR
209	11/2019	109.71CR
405	11/2019	306,896.95CR
415	11/2019	12,510.50CR
460	11/2019	210.00CR
601	11/2019	57,465.20CR
650	11/2019	14,549.16CR
ALL		465,899.80CR

Attachment: 11-19-19 VOUCHERS (8929 : Voucher approval.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2019**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**