



Common Council

Regular Meeting

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

Agenda

Tuesday, November 16, 2021

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **November 16, 2021** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igmp2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the November 2, 2021 Common Council meeting.
4. Public Hearing on the proposed Budget for calendar year 2022.
 - A. Presentation of 2022 Budget.
 - B. Notice of Public Hearing.
 - C. Approval of proposed 2022 Budget.
 - D. Resolution #21-113 Adoption of Tax Levy for City Purposes to Support the 2022 City Budget.
5. Public Hearing regarding an ordinance repealing and recreating Sections 2-1 and 2-4 regarding Aldermanic Districts and Map of the Municipal Code of the City of De Pere, Brown County, Wisconsin.
 - A. Notice of Public Hearing.
 - B. Ordinance #21-27 Repealing and Recreating Sections 2-1 and 2-4 De Pere Municipal Code Regarding Aldermanic Districts and Map.
6. Public comment upon matters not on the agenda.

7. Recommendation from the License Committee on an application for Class "A" Fermented Malt Beverage License and "Class A" Intoxicating Liquor License for Braj Convenience Stores, LLC (DBA Main Ave. BP) 1501 Main Ave. Submitted by Braj Convenience Stores, LLC; Agent Basudev Adhikari, Kohler, WI.
8. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for L and S Enterprises of Green Bay, LLC (DBA Get Reck'd) 617 Birch St. Submitted by Land S Enterprises of Green Bay, LLC; Agent Lori Coopman, Green Bay, WI.
9. Resolution #21-114 Authorizing Extension of Agreement for Contractor Services Between the City of De Pere and One Curb N' Decor LLC (Nicolet Alley Snow Removal).
10. Resolution #21-115 Approving Solid Waste Management Services Agreement with Brown County.
11. Resolution #21-116 Approving Agreement with Green Bay Metropolitan Sewerage District for Construction of Extension of the Ninth Street Interceptor - De Pere.
12. Resolution #21-117 Approving State/Municipal Financial Agreement for a State - LET Highway Project (STH 32 - Main Avenue & Reid Street).
13. Resolution #21-118 Approving Grant Agreement Modification to Division of Public Health DPH Consolidated Contract #47645-4.
14. Voucher approval.
15. Future agenda items.
16. Adjournment.

Carey Danen
City Clerk

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

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the November 2, 2021 Common Council meeting.

ATTACHMENTS:

- 11-2-21 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, November 2, 2021

7:30 PM

Council Chambers and Virtual

1. Call to Order. The meeting was called to order at 7:30 PM by Alderperson and Council President Jonathon Hansen.

Attendee Name	Title	Status	Arrived
Dan Carpenter	Alderperson	Present	
Mike Eserkaln	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
John Quigley	Alderperson	Present	
Dean Raasch	Alderperson	Present	
Kelly Ruh	Alderperson	Present	
James Boyd	Mayor	Excused	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the October 19, 2021 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

4. The Public Hearing regarding an ordinance repealing and recreating §2-1 and §2-4 regarding Aldermanic Districts and Map noticed on October 22 and October 29, 2021 has been rescheduled and will be held at the regularly scheduled Council meeting on November 16, 2021.

Alderperson Hansen provided an opportunity for public comment on this item, but no one wished to speak.

5. Public comment upon matters not on the agenda.

None.

6. Recommendation from the Board of Park Commissioners to Request an Additional \$4,735 from Unassigned Reserves to Complete the Fox Point Furnace Project.

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy Chandik Kunding, Alderperson
SECONDER: Shana Defnet Ledvina, Alderperson
AYES: Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

7. Recommendation from the License Committee on an application for a Class "A" Fermented Malt Beverage License and a "Class A" Intoxicating Liquor License for True North Energy, LLC (DBA True North #811) 841 Main Ave. Submitted by True North Energy, LLC; Agent Daniel Pamperin, De Pere, WI.

RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Eserkaln, Alderperson
SECONDER: Kelly Ruh, Alderperson
AYES: Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

8. Recommendation from the License Committee on the application for a Class "A" Fermented Malt Beverage License and a "Class A" Intoxicating Liquor License for True North Energy, LLC (DBA True North #812) 1511 Lawrence Dr. Submitted by True North Energy, LLC; Agent Daniel Pamperin, De Pere, WI.

RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Eserkaln, Alderperson
SECONDER: Kelly Ruh, Alderperson
AYES: Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

9. Recommendation from the License Committee on an application for a Class "A" Fermented Malt Beverage License and a "Class A" Intoxicating Liquor License for True North Energy, LLC (DBA True North #813) 1010 S. Broadway. Submitted by True North Energy, LLC; Agent Daniel Pamperin, De Pere, WI.

RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Eserkaln, Alderperson
SECONDER: Kelly Ruh, Alderperson
AYES: Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

10. Recommendation from the License Committee on an application for a Class "A" Fermented Malt Beverage License and a "Class A" Intoxicating Liquor License for True North Energy, LLC (DBA True North #814) 1063 N. Broadway. Submitted by True North Energy, LLC; Agent Daniel Pamperin, De Pere, WI.

RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Eserkaln, Alderperson
SECONDER: Kelly Ruh, Alderperson
AYES: Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

11. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

12. Future agenda items.

Alderperson Raasch has heard from several employees who are concerned about the City's masking and vaccination policy; he requested that this policy be revisited. City Administrator Larry Delo stated that the request will go to the Finance-Personnel Committee.

13. Adjournment.

Alderperson Ledvina moved, seconded by Alderperson Kunding to adjourn the meeting at 7:38 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: Finance Department

FROM: Carey Danen

SUBJECT: A. Presentation of 2022 Budget.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: B. Notice of Public Hearing.

ATTACHMENTS:

- 2022 Budget Public Hearing Notice - 10-25-21 (PDF)

2022 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 2022 on Tuesday, November 16, 2021, commencing at 7:30 p.m in the Council Chambers of De Pere City Hall, 335 S Broadway St, De Pere Wisconsin. The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Computer/smart phone access <https://www.gotomeet.me/DePere> or dial in using your phone toll free 1-866-899-4679 or 1-312-757-3117 Access Code: 154-883-285. Notice is hereby given that the details of the proposed Budget will be on file in the Clerk's office in City Hall beginning on October 29th, 2021 and will be open for public inspection during regular office hours. A summary of the proposed budget is published herewith.

Dated this 29th day of October, 2021
Carey Danen - City Clerk - City of De Pere, Wisconsin

<u>GENERAL FUND</u>	<u>2020</u> <u>ACTUAL</u>	<u>2021</u> <u>ESTIMATED</u>	<u>2021</u> <u>ADOPTED</u> <u>BUDGET</u>	<u>2022</u> <u>PROPOSED</u> <u>BUDGET</u>	<u>PERCENT</u> <u>CHANGE</u>
<u>REVENUES</u>					
Taxes (other than property)	\$562,275	\$563,095	\$545,320	\$586,285	
Public Improvements	\$16,215	\$20,525	\$20,000	\$20,000	
Intergovernmental	\$3,839,196	\$3,794,307	\$3,377,051	\$3,740,346	
Licenses and Permits	\$976,936	\$964,519	\$912,900	\$965,272	
Fines, Forfeitures & Penalties	\$338,891	\$406,500	\$410,000	\$428,750	
Public Charges for Services	\$1,245,083	\$1,966,884	\$1,836,945	\$1,989,175	
Intergovernmental Charges for Services	\$1,275,129	\$1,230,142	\$1,230,190	\$1,228,617	
Miscellaneous	\$406,761	\$100,689	\$575,590	\$150,689	
Fund Balance Applied	\$0	\$0	\$0	\$190,573	
Transfers from Other Funds	\$1,311,400	\$1,305,700	\$1,311,400	\$1,311,400	
TOTAL GENERAL FUND REVENUES	\$9,971,886	\$10,352,361	\$10,219,396	\$10,611,107	3.83%
<u>EXPENDITURES</u>					
General Government	\$1,713,843	\$1,826,563	\$1,822,308	\$1,977,854	
Other General Government	\$615,792	\$274,380	\$483,050	\$406,254	
Public Safety	\$9,291,621	\$9,565,051	\$9,652,615	\$10,009,148	
Public Works	\$2,058,390	\$2,298,644	\$2,289,994	\$2,286,977	
Solid Waste & Recycling	\$760,258	\$770,700	\$757,852	\$784,491	
Health & Social Services	\$550,683	\$585,665	\$568,132	\$584,564	

Culture, Recreation & Education	\$1,902,709	\$2,442,793	\$2,467,540	\$2,720,375	
Conservation & Development	\$387,355	\$374,457	\$378,862	\$406,933	
Capital Outlay	\$690,772	\$146,220	\$84,240	\$49,667	
Contingency Fund	\$0	\$0	\$0	\$0	
Transfer to Other Funds	\$104,987		\$0	\$0	
TOTAL GENERAL EXPENDITURES	\$18,076,410	\$18,284,473	\$18,504,593	\$19,226,263	3.90%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(\$8,104,524)	(\$7,932,112)	(\$8,285,197)	(\$8,615,156)	3.98%
General Fund Property Tax Levy	\$8,146,890	\$8,285,197	\$8,285,197	\$8,615,156	3.98%
GENERAL FUND SURPLUS (DEFICIT)	\$42,366	\$353,085	\$0	\$0	
<u>SPECIAL REVENUE FUNDS</u>					
Revenues	\$371,121	\$439,378	\$220,588	\$298,387	35.27%
Expenditures	(\$554,877)	(\$435,794)	(\$135,785)	(\$140,225)	3.27%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(\$183,756)	\$3,584	\$84,803	\$158,162	-86.51%
SPECIAL REVENUE FUND PROPERTY TAX	\$0	\$0	\$0	\$0	
SPECIAL REVENUE FUND SURPLUS (DEFICIT)	(\$183,756)	\$3,584	\$84,803	\$158,162	
<u>DEBT SERVICE FUND</u>					
Revenues	\$5,151,206	\$3,325,631	\$3,325,631	\$3,380,561	1.65%
Expenditures	(\$9,810,395)	(\$7,194,658)	(\$7,194,658)	(\$7,429,766)	3.27%
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	(\$4,659,189)	(\$3,869,027)	(\$3,869,027)	(\$4,049,205)	4.66%
Debt Service Fund Property Tax Levy	\$3,813,192	\$3,869,027	\$3,869,027	\$4,049,205	4.66%
Debt Service Fund Surplus (Deficit)	(\$845,997)	\$0	\$0	\$0	

CAPITAL PROJECTS FUNDS

Revenues	\$12,544,074	\$11,979,979	\$11,979,979	\$16,784,629	40.11%
Expenditures	(\$14,294,885)	(\$13,722,255)	(\$13,722,255)	(\$18,526,905)	35.01%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(\$1,750,811)	(\$1,742,276)	(\$1,742,276)	(\$1,742,276)	0.00%
CAPITAL PROJECTS FUNDS PROPERTY TAX LEVY	\$1,742,276	\$1,742,276	\$1,742,276	\$1,742,276	0.00%
CAPITAL PROJECTS SURPLUS (DEFICIT)	(\$8,535)	\$0	\$0	\$0	

FUND BALANCES

	<u>General Fund</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Proprietary Funds</u>
Actual as of January 1, 2021	\$7,881,493	\$1,165,226	\$1,709,771	\$729,313	\$57,977,333
Projected December 31, 2021	\$7,881,493	\$1,323,388	\$1,276,705	\$729,313	\$54,953,510

CITY PROPERTY TAX LEVY

	<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>Percent Change</u>
<u>General Fund</u>	\$8,146,890	\$8,285,197	\$8,615,156	3.98%
<u>Debt Service Fund</u>	\$3,813,192	\$3,869,027	\$4,049,205	4.66%
<u>Capital Projects Fund</u>	\$1,742,276	\$1,742,276	\$1,742,276	0.00%
<u>City Tax Increment Levy</u>	\$1,090,687	\$1,175,788	\$980,172	-16.64%
<u>TOTAL TAX LEVY</u>	\$14,793,045	\$15,072,288	\$15,386,809	2.09%

CITY TAX RATES

<u>(PER \$1,000 ASSESSED VALUE)</u>	<u>\$6.76</u>	<u>\$6.59</u>	<u>\$6.27</u>	-4.73%
<u>(PER \$1,000 EQUALIZED VALUE)</u>	<u>\$6.69</u>	<u>\$6.37</u>	<u>\$6.13</u>	-3.75%



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: C. Approval of proposed 2022 Budget.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: D. Resolution #21-113 Adoption of Tax Levy for City Purposes to Support the 2022 City Budget.

The budget document can be found at the following link:
https://www.deperewi.gov/egov/documents/1635445602_01159.pdf

ATTACHMENTS:

- Reso21-113 (PDF)

RESOLUTION #21-113

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2022 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2022 City Budget; and

WHEREAS, a public hearing regarding proposed 2022 City Budget was held on November 16, 2021; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2022 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the De Pere Common Council hereby approves the 2022 Budget as presented; further the Common Council adopts a total 2021 property tax levy to support the City's 2022 Budget and that this levy be further apportioned according to the following: General Fund (\$8,615,156); Debt Service (\$4,049,205); Capital Projects (\$1,742,276); and Local Levy TID Districts (\$980,172).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of November, 2021.

APPROVED:

 James G. Boyd, Mayor

ATTEST:

 Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: A. Notice of Public Hearing.

ATTACHMENTS:

- Redistricting for Aldermanic Districts Class 2 Notice_Nov 16 2021 (2) (PDF)

Publish: October 29, 2021 and November 5, 2021 in the Press Times (Class II Notice)

**NOTICE OF INTRODUCTION OF ORDINANCE
ALDERMANIC DISTRICT BOUNDARIES**

(The following notice is being published in accordance with Wis. Stats. Section 62.08)

NOTICE IS HEREBY GIVEN, that the City of De Pere Common Council will meet at 7:30 p.m. on Tuesday, November 16, 2021, at City Hall, 335 S. Broadway, De Pere, Wisconsin, to conduct a hearing regarding an ordinance repealing and recreating Sections 2-1 and 2-4 regarding Aldermanic Districts and Map of the Municipal Code of the City of De Pere, Brown County, Wisconsin.

The detailed description of the Aldermanic District Boundaries and a copy of the Official Map is on file and available for review in the City Clerk's Office at City Hall, 335 S. Broadway St., De Pere, WI and through the City's website at www.deperewi.gov.

Persons desiring information on the Aldermanic Districts may contact the City Clerk at 339-4050.

Dated this 27th day of October, 2021.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: B. Ordinance #21-27 Repealing and Recreating Sections 2-1 and 2-4
De Pere Municipal Code Regarding Aldermanic Districts and Map.

ATTACHMENTS:

- Ord21-27 (PDF)
- Mayor CC - Aldermanic District Regulations (PDF)
- Official Districts Map 2021 (PDF)

ORDINANCE #21-27
 REPEALING AND RECREATING SECTIONS 2-1 AND 2-4 DE PERE MUNICIPAL CODE
 REGARDING ALDERMANIC DISTRICTS AND MAP

WHEREAS, Wis. Stats. §62.08(1) requires that the City redistrict the boundaries of its aldermanic districts within 60 days of adjusting its wards under Wis. Stats. §5.15(1) and (2); and

WHEREAS, the City Clerk has published a Class 2 Legal Notice regarding the proposed aldermanic district alterations and has maintained at her office during regular business hours a copy of the proposed ordinance and revised district map in regard thereto.

NOW THEREFORE, the Common Council of the City of De Pere, Wisconsin, pursuant to the authority provided in Wis. Stats. §62.08(1), do hereby ordain as follows:

SECTION 1. Section 2-1, *Aldermanic districts*, is hereby repealed and recreated as follows:

Sec. 2-1. Aldermanic districts.

There are hereby created four aldermanic districts from which the members of the common council shall be elected in accordance with the provisions of chapter 10. The boundaries of the aldermanic districts shall be as illustrated on the map attached hereto and as set forth by reference in section 2-4. The boundaries of each aldermanic district shall be the centerline of the streets or other rights-of way shown on said map. Each aldermanic district shall be comprised of the following described wards:

- (1) The first aldermanic district shall comprise all that territory encompassing wards 1, 2, 3, 4, and 5.
- (2) The second aldermanic district shall comprise all that territory encompassing wards 6, 7, 8, and 9.
- (3) The third aldermanic district shall comprise all that territory encompassing wards 10, 11, 12, 13, 14, 15, and 16.
- (4) The fourth aldermanic district shall comprise all that territory encompassing wards 17, 18, 19, 20, 21, 22, and 23.

Ordinance #21-27

Page 2 of 2

SECTION 2. Section 2-4, *Aldermanic district map*, is hereby repealed and recreated as follows:

Sec. 2-4. Aldermanic district map.

The map referenced in section 2-1 and attached to Ordinance No. 21-27 as Exhibit 1, on file in the City Clerk's office, is hereby adopted and incorporated into this chapter for purposes of delineating aldermanic district boundaries in the City.

SECTION 3. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere this 16th day of November, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

MEMORANDUM

TO: Mayor James G. Boyd, Chair
Common Council Members
Lawrence Delo, City Administrator

FROM: Kristen Johnson, Assistant City Attorney

DATE: November 16, 2021 (meeting date)

RE: Aldermanic Districts

As you will recall, Resolution #21-112(B) was approved on October 19, 2021, establishing wards. The approving resolution, official ward map, ward boundary descriptions and census block numbers of each ward were sent to Brown County on October 22, 2021. The City must now adopt aldermanic districts in accordance with Wis. Stat. § 62.08. Below you will find a summary of the redistricting process and the statutory requirements of aldermanic wards.

Redistricting Process

The redistricting process occurs in three phases:

1. County adopts tentative supervisory district plans.
 - The City received the County's tentative plan on September 23, 2021. State statute allows 60 days for municipalities to adjust its wards after receiving the tentative supervisory district plans from the County. However, due to several delays in the process, the County has required all municipal ward plans to be submitted by October 21, 2021.
2. City adjusts ward boundaries.
 - Once approved, the city clerk must file with the county clerk a copy of the resolution approving the wards along with the required list of blocks and map.
3. County adopts final supervisory district plans; cities adopt aldermanic district plans. (*Current Phase)
 - Within 60 days after adjusting its wards, the Council shall redistrict the boundaries of its aldermanic districts by an ordinance introduced at a regular meeting, published as a class 2 notice and adopted by a majority vote of all members of the Council.

Aldermanic District Requirements

Aldermanic districts must meet the following requirements of Wis. Stat. § 62.08 (this is not an exhaustive list):

- a. Be as compact in area as possible;
- b. Contain whole contiguous wards;
- c. As nearly as practicable, contain an equal number of inhabitants according to the most recent decennial federal census population;

- “Substantially equal in population” has generally been interpreted to mean that districts should have a total population deviation of no more than 10% between the most populated district and the least populated district.
- d. Territory within each district shall be contiguous, except that territory within the city that is wholly surrounded by another city or water, or both, may be combined with noncontiguous territory;
- e. Shall not divide any census block unless the block is bisected by a municipal boundary or the division is made as required under Wis. Stat. § 5.15(2)(c).

Please let me know if you have any questions ahead of the meeting.

KKJ

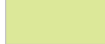
City of De Pere
Approved Redistricting Plan
Ordinance #21-27

Legend

 Approved Ward Boundary

 County Supervisory Districts

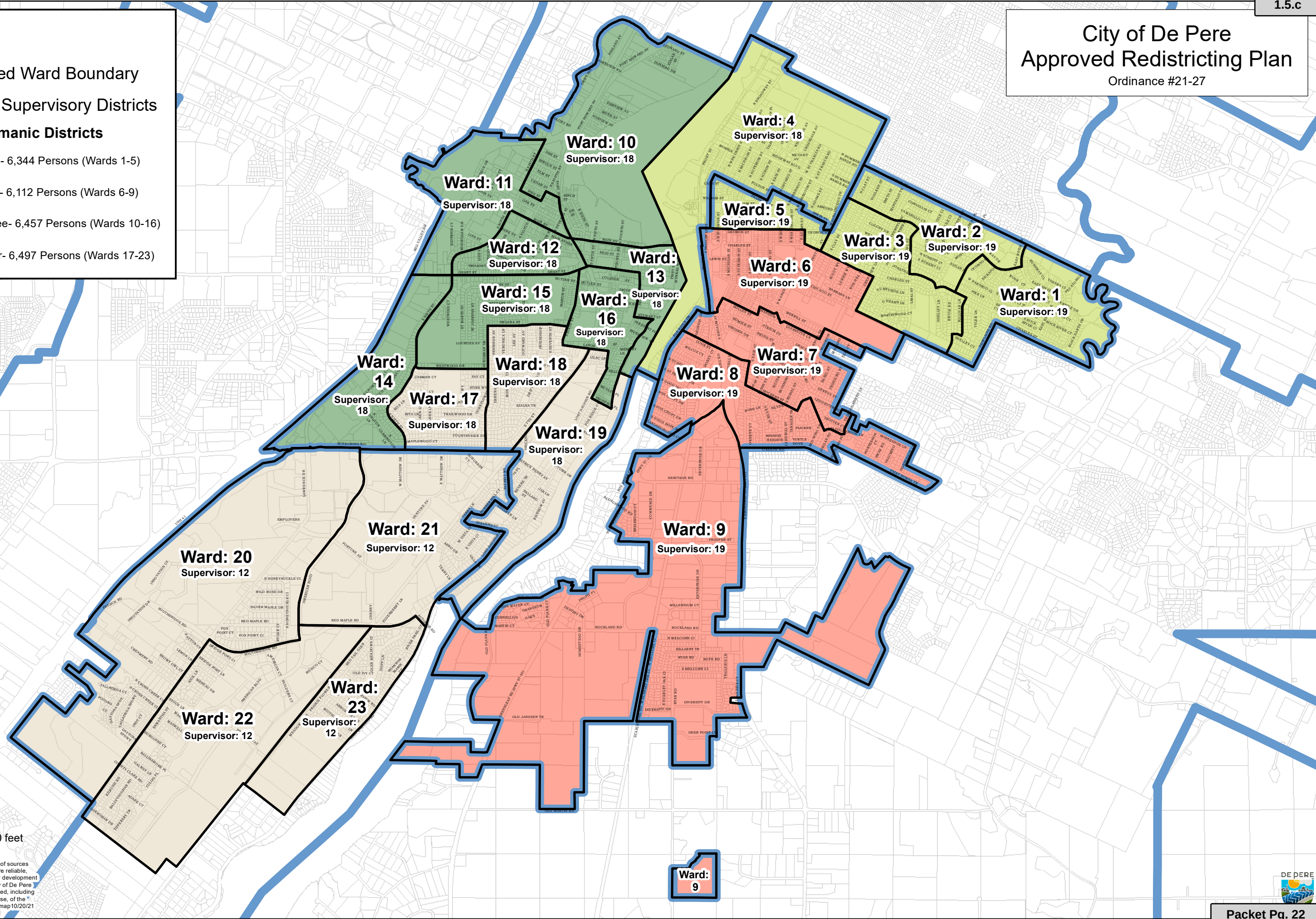
Proposed Aldermanic Districts

 District One- 6,344 Persons (Wards 1-5)

 District Two- 6,112 Persons (Wards 6-9)

 District Three- 6,457 Persons (Wards 10-16)

 District Four- 6,497 Persons (Wards 17-23)



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map10/20/21





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Public comment upon matters not on the agenda.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on an application for Class "A" Fermented Malt Beverage License and "Class A" Intoxicating Liquor License for Braj Convenience Stores, LLC (DBA Main Ave. BP) 1501 Main Ave. Submitted by Braj Convenience Stores, LLC; Agent Basudev Adhikari, Kohler, WI.

ATTACHMENTS:

- Mainv Av BP Application_11.16.21 (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

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

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

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

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

Applicant's Wisconsin Seller's Permit Number

456-1030831605-04

FEIN Number

87-2994424

TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30</u>
TOTAL FEE	\$

R#
14639

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

ADHIKARI BASUDEV / BRAJ Convenience Stores LLC

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

President / Member Last Name <u>ADHIKARI</u>	(First) <u>BASUDEV</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>BHANDARI</u>	(First) <u>RAJENDRA</u>	(Middle Name) <u>MANI</u>	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>ADHIKARI</u>	(First) <u>BASUDEV</u>	(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 Main Ave BP Business Phone Number _____
2. Address of Premises 1901 Main Ave, De Pere Post Office & Zip Code _____

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.)

Beer will be stored in the cooler and on the sales floor.
Liquor will be kept behind the counter in a locked
cabinet or rack.

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? De Pere Super Store

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
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 10/7/2021 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.
Jai Marketing LLC - 1710 Indiana Ave, Sheboygan class A Beer
Ananda Market LLC - 810 N 14th St. Sheboygan CLASS A - Beer/Liquor
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.) <u>ADHIPARI BASUDEB</u>	Title/Member <u>Member</u>	Date <u>10/21/2021</u>
Signature <u>[Signature]</u>	Phone Number <u>920-226-1786</u>	Email Address <u>missionbda@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>10-21-21</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for L and S Enterprises of Green Bay, LLC (DBA Get Reck'd) 617 Birch St. Submitted by Land S Enterprises of Green Bay, LLC; Agent Lori Coopman, Green Bay, WI.

ATTACHMENTS:

- Get Reck'd Application_11.16.21 (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: 06/30/2022
(mm dd yyyy) (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 <u>456-1030845638-02</u>	
FEIN Number <u>87-3336546</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30</u>
TOTAL FEE	\$

R #
160634

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

Land S Enterprises of Green Bay LLC

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

President / Member Last Name <u>Coopman</u>	(First) <u>Lori</u>	(Middle Name) <u>Lynn</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>Reckelberg</u>	(First) <u>Scott</u>	(Middle Name) <u>David</u>	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Coopman</u>	(First) <u>Lori</u>	(Middle Name) <u>Lynn</u>	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Get Reck'd Business Phone Number _____
2. Address of Premises 617 Birch St Post Office & Zip Code De Pere WI 54115

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

Bar, basement, back room

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? Cory's Corner Bar

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
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 10/29/2021 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.
Lori L Coopman is owner of Slammer
bar located at 316 9th St Green Bay WI 54304
for the last 10 years
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.) <u>Coopman Lori L</u>	Title/Member <u>owner</u>	Date <u>10/30/2021</u>
Signature <u>Lori L Coopman</u>	Phone Number <u>920 401-1302</u>	Email Address <u>lcoopman@hotmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11/1/21</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #21-114 Authorizing Extension of Agreement for Contractor Services Between the City of De Pere and One Curb N' Decor LLC (Nicolet Alley Snow Removal).

The Board of Public Works at the November 8, 2021 meeting moved to approve a five year agreement with One Curb N' Décor LLC for snow removal services in the Nicolet Art Alley and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso21-114 (PDF)
- Extension of Contractor Agreement - Curb & Decor (PDF)
- Exhibit 1-One Curb 'n Decor Extension (PDF)
- Exhibit A-One Curb 'n Decor (PDF)
- 2021 1108 Snow Removal Memo (PDF)

RESOLUTION #21-114

AUTHORIZING EXTENSION OF AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE CITY OF DE PERE AND ONE CURB 'N DÉCOR LLC
(Nicolet Alley Snow Removal)

WHEREAS, the City and One Curb 'n Décor LLC are parties to an Agreement for Contractor Services dated January 22, 2020 and an Extension thereto dated November 10, 2020 (collectively the "Contractor Agreement"); and

WHEREAS, the City and One Curb 'n Décor LLC wish to enter into an Extension of the Contractor Agreement for provision of snow and ice removal services in the Nicolet Alley for the 2021-2022 through 2025-2026 winter seasons; 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 enter into such Extension of Agreement for Contractor Services, as is attached hereto.

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 16th day of November, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 11/08/2021

**EXTENSION OF CONTRACTOR SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ONE CURB 'N DÉCOR, LLC**
(Nicolet Alley Snow Removal)

THIS EXTENSION is entered into this ____ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and One Curb 'n Décor, LLC, a Wisconsin limited liability company ("Contractor"), collectively referred to as the "Parties."

WHEREAS, the City and Contractor are parties to a Contractor Services Agreement dated January 22, 2020, and an Extension thereto dated November 10, 2020, for the purposes of snow and ice removal from Nicolet Alley during the winter months in order to maintain public pedestrian access ("the Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, Contractor has submitted the lowest responsive quote for snow and ice removal services for the 2021-2022 through 2025-2026 winter seasons, and the parties wish to extend the Agreement by mutual consent as provided herein.

NOW THEREFORE, the Parties hereby agree to renew and extend the Agreement between them as follows:

1. The term of the Agreement is hereby extended for a five-year term, to include the 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026 winter seasons.
2. Exhibit A of the Agreement shall be deleted in its entirety and replaced with Exhibit A attached hereto.
3. Unless specifically modified in this Extension, all other provisions of the Agreement shall remain in full force and effect.

Dated this ____ day of _____, 2021.

[signatures follow on Page 2 of 2]

ONE CURB 'N DÉCOR LLC

d/b/a Curb 'n Décor, LLC

By:

CITY OF DE PERE

By:

Bowie Retzlaff, Managing Member

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Agreements\ 2021\ Contractor Agreements\Extension of Contractor Agreement-Curb & Decor11-21-161-002-19.docx

**EXTENSION OF CONTRACTOR SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ONE CURB 'N DÉCOR, LLC
(Nicolet Alley Snow Removal)**

THIS EXTENSION is entered into this 10 day of November, 2020, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and One Curb 'n Décor, LLC, a Wisconsin limited liability company ("Contractor"), collectively referred to as the "Parties."

WHEREAS, the City and Contractor are parties to a Contractor Services Agreement dated January 22, 2020, for the purposes of snow and ice removal from Nicolet Alley during the winter months in order to maintain public pedestrian access ("the Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, Contractor has submitted the lowest quote for snow and ice removal services for the 2020-2021 winter season, and the parties wish to extend the Agreement for a subsequent term by mutual consent as provided herein.

NOW THEREFORE, the Parties hereby agree to renew and extend the Agreement between them as follows:

1. The term of the Agreement is hereby extended to include the 2020-2021 winter season.
2. Exhibit A of the Agreement shall be deleted in its entirety and replaced with Exhibit A attached hereto.
3. Unless specifically modified in this Extension, all other provisions of the Agreement shall remain in full force and effect.

Dated this 10 day of November, 2020.

[signatures to follow on Page 2 of 2]

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DEPERE
AND ONE CURB 'N DÉCOR, LLC
(Nicolet Alley Snow Removal)**

THIS AGREEMENT, made and entered into on this 22 day of January 2020, by and between the City of De Pere ("City") and One 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 \$4,000,000.

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

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.

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.

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:

City of De Pere
Attention: Public Works Director
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

One 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.

ONE CURB 'N DÉCOR LLC

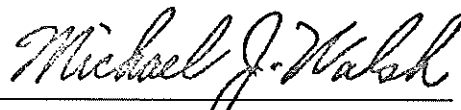
By:



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 One Curb 'n Décor LLC (Nicolet Alley Snow Removal)11-14-19.docx

Exhibit 1
Page 7 of 10

One Curb 'n Décor, LLC
dba. Curb 'n Décor, LLC
4651 Sportsman Dr.
De Pere, WI 54115
920 562 4105
www.curbndecor.com

page 1

Work Order

Date:	11/12/2019
Project Number:	
Estimate Number:	146

Customer Billing Information		Jobsite- if different from billing address
Name	City of De Pere Attn: Tony Fietzer	
Address	925 S. 6th St.	
Address	De Pere, WI 54115	Nicolet Alley
Phone	(920) 339-4060	De Pere
Email		

Project Information

Snow removal services to be performed throughout the months of November 2019 thru May 2020. Below are the prices per snow event.

\$55 per snow event of 1" - 3"
\$70 per snow event of 3.1" - 6"
\$85 per snow event of 6.1" - 10"
\$100 per event of 10.1" and over
\$75 per event Salting of alley

Estimated pricing provided above. If you would like to be placed on our schedule we ask that you sign and send the estimate back.

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 30 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 May, 2020.

Agreement

Payment Terms - Snow billing will be sent out within the first week of each month with net 30 terms.

Each month the invoice will be sent via quickbooks.

I have read all and understand all of the above listed information and agree to comply with all of the guide lines, warranty inforr listed above.

Signatures

By signing below I acknowledge beginning of the above listed work order.

Name _____	Date _____
Customer	

Name _____	Date _____
one Curb 'n Décor, LLC	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2020

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

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

PRODUCER Green Bay Insurance Center 417 S. Monroe Avenue Green Bay WI 54301		CONTACT NAME: Nicole Bowman PHONE (A/C, No, Ext): 920-437-9281 FAX (A/C, No): E-MAIL ADDRESS: nicole@gbic.com	
INSURED One Curb 'N Decor, LLC 4651 Sportsman Dr De Pere WI 54115		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins Co NAIC # 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		A396187	2/2/2019	2/2/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A396187	2/2/2019	2/2/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			A396187	2/2/2019	2/2/2020	EACH OCCURRENCE \$ AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A396194	2/2/2019	2/2/2020	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate holder is included as Additional Insured with respects to the General Liability policy per the enclosed form #WB1482(0717).

CERTIFICATE HOLDER

CANCELLATION

City of De Pere 335 S. Broadway De Pere WI 54115-2593	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

- B.** The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your premises; or
 - b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
 3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

- a. "Bodily injury" or "property damage" occurring after:

- (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage A. and Coverage B. to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

Curb 'n Decor, LLC

4651 Sportsman Dr.
De Pere, WI 54115 US
920-562-4105
bowie@curbndecor.com
www.curbndecor.com

Estimate**ADDRESS**

Tony Fietzer
City of De Pere
925 S 6th St
De Pere, WI 54115
United States

ESTIMATE
DATE

597
10/27/2021

ACTIVITY	QTY	RATE	AMOUNT
Snow Removal Commercial - 1" to 3" per event 1" to 3"	0	70.00	0.00
Snow Removal Commercial - 3.1" to 6" per event 3.1" to 6"	0	85.00	0.00
Snow Removal Commercial - 6.1" to 10" per event 6.1" to 10"	0	105.00	0.00
Snow Removal Commercial - 10.1" and over per event 10.1" and over	0	125.00	0.00
Snow Removal Commercial - Salting per event salting parking lot and walks	0	80.00	0.00

A multi year agreement is accepted for an annual increase of \$5/event per year. 4 year agreement
2021/2022 - 2025/2026 season

This estimate	SUBTOTAL	0.00
	TAX	0.00
	TOTAL	\$0.00

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.

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

Payment Schedule -

Snow Accounts - Payments Due in full within 15 days

All other jobs 10% Deposit, 45% Down payment at start of job, Final payment upon completion.

Outstanding balances will incur a 1.5% monthly interest charge.

By sending in the deposit which secures placement in schedule you are agreeing to our terms and conditions.

snow contract is valid from November, 2021 thru April, 2026.

Accepted By

Accepted Date

Payment Schedule -

Snow Accounts - Payments Due in full within 15 days

All other jobs 10% Deposit, 45% Down payment at start of job, Final payment upon completion.

Outstanding balances will incur a 1.5% monthly interest charge.

By sending in the deposit which secures placement in schedule you are agreeing to our terms and conditions.

CITY OF DE PERE MEMO



To: Honorable Mayor James Boyd
Members of the Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: November 8, 2021

RE: **Consideration and possible action on five year agreement for snow removal services for Nicolet Art Alley**

The City of De Pere has enlisted the help of a private contractor for the purposes of snow removal of the Nicolet Art Alley since its inception the winter of 2019. The past two seasons the contractor that was awarded the contract was One Curb n Décor, DBA Curb n Décor, LLC. This company was the lowest bid the past two seasons and they have done a nice job in clearing and maintaining the alley during the winter months.

I once again reached out to a number of snow removal companies in the De Pere area requesting a quote for services. Of the four companies I solicited quotes from, only Curb n Décor returned a quote. In discussions about the snow removal needs, I asked Curb n Décor to provide a quote with any annual increases for the next 5 years. They provided the quote with a \$5 increase annually.

I am recommending approval to award Curb n Décor, LLC for snow removal services in the Nicolet Art Alley for the next five years based on the quote given. (See Attached)

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

MEETING DATE: November 16, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #21-115 Approving Solid Waste Management Services Agreement with Brown County.

The Board of Public Works at the November 8, 2021 meeting approved the Brown County Solid Waste Agreement and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Brown County has been working with the various municipalities over the past year in revising the solid waste agreement. (See attached correspondence and proposed agreement) The agreement has been reviewed not only by our legal department but other City and Village attorneys as well. The County is requesting the City approve the agreement by the end of the year.

Staff recommends approving this agreement.

ATTACHMENTS:

- Reso21-115 (PDF)
- Brown County Final Solid Waste Agreement 11-02-2021 (PDF)
- Brown County Final Solid Waste Agreement Letter 11-02-2021 (PDF)

RESOLUTION #21-115

APPROVING SOLID WASTE MANAGEMENT SERVICES
AGREEMENT WITH BROWN COUNTY

WHEREAS, the Brown County Solid Waste Department has provided, and will continue to provide in the future, solid waste management services and facilities for solid waste generated within Brown County; and

WHEREAS, the City of De Pere wishes to manage waste generated within its boundaries in an environmentally sound manner, and wishes to support the County's infrastructure designed and built to meet the long-term needs of municipalities within Brown County; and

WHEREAS, the City and County agree that the mutual obligations and purposes of the attached Solid Waste Management Services Agreement (Exhibit 1), which combines and replaces the existing Solid Waste Management Services Agreement and Municipal Recycling Agreement, is of mutual benefit to both parties; and

WHEREAS, the Board of Public Works has reviewed said Agreement and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Solid Waste Management Services Agreement as is attached hereto 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.

Resolution #21-115

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of November, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 11/08/21

Solid Waste Management Services Agreement

This Solid Waste Management Services Agreement (the “Agreement”), made and entered into this _____ day of _____, 20____ by and between Brown County, Wisconsin, a Wisconsin body corporate ("Brown County"), through its Port & Resource Recovery Department and _____ (“Municipality”). Brown County and Municipality shall collectively be referred to herein as “the Parties.” Capitalized terms used in this Agreement are defined in Section 1.

WITNESSETH:

WHEREAS, Brown County desires to enter into an Agreement with Municipality for the provision of long-term Solid Waste Management Services on the terms and subject to the conditions provided herein, such services to include the storage, transfer, source separation, processing, treatment, recovery and disposal of Solid Waste, Recycling and Household Hazardous Waste (“Solid Waste Management Services”); and,

WHEREAS, this Agreement combines and replaces the existing Solid Waste Management Services Agreement and the Municipal Recycling Agreement; and,

WHEREAS, the Municipality wishes to have Brown County provide such long-term Solid Waste Management Services at a low cost; and,

WHEREAS, in 1975 the Brown County Solid Waste Department (now the Brown County Port & Resource Recovery Department) and the Brown County Solid Waste Board were created to provide solid waste management services and facilities designed to demonstrate the availability of, and access to, sufficient economically and environmentally sound Solid Waste disposal capacity for Solid Waste generated within the Brown County Solid Waste Management System for municipalities of Brown County; and,

WHEREAS, Brown County in 2002 signed the Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement (“BOW Agreement”) covering 25 years or until the South Landfill closes to share landfill disposal services and to construct engineered sanitary landfills that meet both the federal design standards of the Resource Conservation and Recovery Act (“RCRA”), Subtitle D and Wisconsin Department of Natural Resources standards; and,

WHEREAS, in 2009 Brown, Outagamie and Winnebago Counties jointly constructed a single-stream Material Recovery Facility to process and separate recyclable materials collected by municipalities within the three counties; and,

WHEREAS, Brown County has established a multi-tiered Solid Waste and Recycling Tipping Fee system that provides a Preferred Rate to Municipalities utilizing the Brown County Solid Waste Management System; and,

WHEREAS, Persons receiving Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate; and,

WHEREAS, pursuant to Brown County Code, § 12.01(4), Brown County has the legal responsibility to act as the policy making body for the Port & Resource Recovery Department and “shall keep abreast of the latest techniques, procedures and methods that may be developed in solid waste management,” and therefore, Municipality can propose an emerging solid waste management technology concept for consideration at any meeting of the Brown County Solid Waste Board; and

WHEREAS, Brown County and Municipality agree that the mutual obligation and purpose of this Agreement is to establish a low-cost Preferred Rate, with appropriate adjustments, at Brown County’s landfill, transfer stations or designee for all solid waste and residential curbside recycling generated by Municipality, and to guarantee the delivery of all of Municipality’s solid waste and recycling, over which it has control as stipulated within the Municipality’s Recycling Ordinance, to Brown County for appropriate management to justify such Preferred Rate; and,

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the Board and Municipality agree as follows:

1. DEFINITIONS – For purposes of this Agreement, the following terms shall be defined as follows:

- A. “Additional Services” means the following services, the payment for which is not included in Tipping Fees: Household Hazardous Waste, Sharps Disposal Services, Electronic Recycling, Tire Recycling, Appliance Recycling, Scrap Metal Recycling, Food Waste Recovery and such other resource recovery services as may be offered from time to time as conditions and markets warrant.
- B. “Board” refers to the Solid Waste Board which was established by the Brown County Board under Sec. 59.07(135) (now Sec. 59.70(2), Wis. Stats.) with powers defined hereunder and in Chapter 12 of the Brown County code.
- C. “BOW Agreement” refers to the Intergovernmental Solid Waste Disposal Agreement for Brown, Outagamie and Winnebago Counties.
- D. “Designated Drop-Off Location” means the Landfill, Solid Waste Transfer Station, Recycling Transfer Station or other final disposal destination designated by Brown County as the location for Solid Waste and Recycling to be delivered pursuant to this Agreement.
- E. “Director” means the Director of the Brown County Port & Resource Recovery Department or their designee.
- F. “Force Majeure” means an act of God; strikes or other industrial disturbances; acts of public enemy; acts of terrorism; blockades; wars; insurrections or riots; epidemics and

pandemics; landslides; earthquakes; fires; storms; floods or washouts; civil disturbances; or explosions.

- G. “Gate Rate” means a Tipping Fee charged for the acceptance of solid waste or recycling not subject to any agreement.
- H. “Hazardous Waste” means waste defined as hazardous waste by Chapter 291 of the Wisconsin Statutes and the Chapter NR 600 Series of the Wisconsin Administrative Code, as may be amended from time to time.
- I. “Host Community” means the town of Holland (Stock Landfill site) in Brown County or Outagamie County or Winnebago County designated disposal locations where the Board has received WDNR landfill siting approvals to build and operate a landfill or other solid waste treatment facilities.
- J. “Host Community Agreement” means an agreement between the Board and the Host Community which describes and defines the obligations and responsibilities of the parties.
- K. “Landfill” means the designated BOW landfill facility in use during the period of this Agreement which includes the Outagamie County East landfill (and its Northeast expansion) and the Brown County South landfill which are subject to the BOW Agreement.
- L. “Recyclable Materials” are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal and identified in Exhibits D and E and which include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper.
- M. “Recycling” means the transfer, transporting, processing, marketing and conversion of solid wastes into usable materials or products and includes the stockpiling and disposal of non-usable portions of solid wastes but does not include the collection of solid wastes.
- N. “Responsible Unit” means a municipality, county, another unit of government, including a federally recognized Indian tribe or band in this state, or solid waste management system under s. 59.70 (2), that is designated under s. 287.09 (1).
- O. “Plan of Operation” means that certain Plan of Operation approved by the State of Wisconsin for the Landfill.
- P. “Preferred Rate” means the lowest rate among the multi-tiered Tipping Fees offered.
- Q. “Solid Waste” means waste defined as solid waste by Chapter 289 of the Wisconsin Statutes and the Chapter NR 500 series of the Wisconsin Administrative Code, as may be amended from time to time.

- R. “Solid Waste Reduction Measures” means recycling or other measures taken by Municipality to reduce the amount of Solid Waste generated by the municipality.
- S. “Tipping Fee” means the per ton rate established by the Board for the disposal, recycling, salvage or beneficial use of delivered Solid Waste and Recycling and includes both the Preferred Rate and the Gate Rate. The Board may establish different Tipping Fees for the disposal, salvage or beneficial use of other types of materials, including but not limited to, petroleum contaminated soil, asbestos, special wastes, foundry sands, construction and demolition debris, appliances, tires and batteries.
- T. “Solid Waste Transfer Station” means a building located at 3734 West Mason Street established to transfer Solid Waste to the receiving Landfill.
- U. “Recycling Transfer Station” means a building located at 2561 S. Broadway established to transfer recyclable material to the Tri-County Material Recovery Facility.

2. This Agreement supersedes all previous Solid Waste Management Services agreements between Municipality and the Board.

3. **TERM** – The initial term of this Agreement will be ten (10) years commencing on the date of signature by Municipality. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a “Renewal Term” and, collectively with the Initial Term, the “Term”) until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 180 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.

4. **BROWN COUNTY RESPONSIBILITIES** – The Board agrees to the following:

- A. Subject to the terms of this Agreement, Brown County agrees to accept all of Municipality’s collected and/or contracted collections of residential, industrial and commercial Solid Waste and Recycling, provided such material is of a kind or nature that may be legally accepted at the Designated Drop-Off Locations.
- B. The Brown County Solid Waste Transfer Station at 3734 W. Mason Street in the village of Hobart, Wisconsin will accept Solid Waste for transport to the Landfill or a temporary alternative disposal drop-off location mutually agreed upon by the Parties, if an emergency condition warrants. Brown County will accept only Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill’s license and approved Plan of Operation, and Wisconsin Administrative Code.
- C. The Brown County South Landfill at 1258 Mill Road (County IL) in the town of Holland, Wisconsin will accept Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill’s license and approved Plan of Operation, and Wisconsin Administrative Code.

- D. The Brown County Recycling Transfer Station at 2561 S. Broadway in the village of Ashwaubenon, Wisconsin will accept all recyclable materials generated by the Municipality through its residential curbside recycling program for transport to the Tri-County Material Recovery Facility (MRF) for processing according to all State Regulations. Acceptable materials are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal as noted in Exhibits D & E and include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper. Upon delivery to the Brown County Recycling Transfer Station, and acceptance by Brown County, title to all such recyclable materials shall pass from the Municipality to Brown County. Brown County reserves the right to add or modify the materials it accepts based upon available markets. The County will give three (3) months written notice prior to accepting or not accepting a material that is not required by the WDNR.
- E. Brown County will make available to Municipality certain Additional Services such as Household Hazardous Waste Disposal and Sharps Disposal which Brown County deems necessary to augment Solid Waste disposal. All or part of the cost of any Additional Services may be subsidized by Landfill Tipping Fees at Brown County's sole discretion.
- F. Brown County shall provide a certified scale to facilitate proper billing on a per ton basis.
- G. Brown County agrees to meet with Municipalities in June of each year, and at other times as needed throughout the year, to discuss operations, budgets and alternative solid waste management opportunities.
- H. Brown County and Municipality shall endeavor to cooperate, for so long as they both agree, to investigate emerging solid waste management technologies that may be economically and environmentally beneficial to each and, in the event Brown County and Municipality mutually agree, plan, budget and fund the development and implementation of such technologies so that the economic costs and benefits resulting from such technologies are shared between Brown County and Municipality. Any such arrangement for the investigation, planning, budgeting and funding for the development and implementation of such technologies, as well as sharing the economic costs and benefits of such technologies, shall be pursuant to a separate and supplemental validly signed written agreement between Brown County and Municipality.
- I. In the event that Brown County, without the assistance of Municipality, implements any new solid waste management technologies, Brown County may undertake a financial review of the economic benefits and costs and consider, in Brown County's sole discretion, whether such benefits necessitate the renegotiation of the terms and conditions of the BOW Agreement; provided that, any such renegotiation must be in accordance with the terms of the BOW Agreement.
- J. Brown County agrees to provide disposal or recycling services for other materials as listed in Exhibit C and Exhibit F for a separate fee. These materials and fees will be set on an annual basis depending on the availability of markets.

5. MUNICIPALITY RESPONSIBILITIES –Municipality agrees to the following:

- A. Unless otherwise authorized in writing by the Director, Municipality agrees to deliver all collected and/or contracted collections of acceptable Solid Waste and Recyclable Materials under control of the Municipality and generated by Municipality and its constituents or residents for the term of this Agreement to the Designated Drop Off Locations. Acceptable Solid Waste types are shown in Exhibit A; unacceptable Solid Waste types are shown in Exhibit B; acceptable Recyclable Materials are shown in Exhibit D. Construction debris and excavation material generated by a municipal agreement with a private vendor that may be used as clean fill elsewhere is exempt from this Agreement. Brown County recognizes that Solid Waste Reduction Measures may result in reductions in total annual tonnage received from Municipality.
- B. Municipality will pay the Preferred Rate on a per ton basis for all Solid Waste delivered to and accepted by Brown County pursuant to this Agreement.
- C. Municipality shall be responsible for disposal of, and all associated costs for handling, unacceptable waste delivered to and rejected by the Designated Drop-Off Location. If unacceptable waste is delivered to the Designated Drop-Off Location, the Director or designee shall notify the Municipality to have the waste removed, transported and disposed in accordance with all applicable laws. If the Municipality does not make arrangements to remove the waste within six (6) hours of said notice, in a manner to the satisfaction of Brown County at its sole discretion, then Brown County may, but is not obligated to, manage the waste at its discretion and at the Municipality's sole expense. Municipality is responsible for any and all costs associated with limiting the Designated Drop-Off Location operation and/or for any other Designated Drop-Off Location users' additional costs associated with the user's inability to use the Designated Drop-Off Location due to unacceptable waste delivered to the Designated Drop-Off Location by the Municipality. Municipality shall indemnify and hold harmless Brown County for any costs and/or damages incurred as a result of Municipality's failure to comply with this subsection of Section Five of this Agreement.

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the Municipality or its insurers from relying upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, the Municipality or its insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

- D. Municipality shall require all vehicles transporting Solid Waste delivered pursuant to this Agreement to transport such wastes in enclosed trucks, trailers, or vehicles, or shall cover the Solid Waste with a secure tarpaulin. Municipality shall not permit or fail to adequately prevent any Solid Waste material from falling out or off of, or blowing out or off of, any vehicle transporting Solid Waste for Municipality.

- E. Municipality will ensure that all third-party contracts negotiated for the collection and hauling of municipally collected recyclables under control of the Municipality require delivery of all such material to Brown County.
- F. Municipality shall retain its RU status as defined by the WDNR. Municipality shall be required to insure it meets all obligations of this status and perform as required tasks such as enforcement, education, etc.
- G. Municipality agrees to take necessary steps to ensure high level quality for the recyclable material it collects and delivers to Brown County's facility. These steps may include, but are not limited to education, cart/bin inspections, rejecting material curbside, etc. Brown County reserves the right to reject poor quality loads at Municipality's expense.
- H. Municipality will limit the compaction of its recycling loads by using suitably designed collection routes and appropriately sized collection vehicles that limit compaction to no more than 600 lbs/cy. Municipality is responsible for providing all necessary collection carts, bins and vehicles in order to properly manage its recycling collection program.

6. TIPPING FEES – Tipping Fees for Solid Waste and Recycling will be set separately as follows:

- A. **SOLID WASTE TIPPING FEE** - The initial Preferred Rate and the Gate Rate of the Solid Waste Tipping Fees for this Agreement shall be identified in Attachment #1. The Solid Waste Tipping Fees (both Preferred Rate and Gate Rate) may be adjusted on January 1 of each year at Brown County's discretion. Except as noted in Attachment #2 Schedule for Utilization of the Rate Stabilization Fund, the Solid Waste Tipping Fees may annually increase by not more than the annual change from May to May of the Consumer Price Index, for all Urban Wage Earners and Clerical Workers (CPI-W). In addition to the CPI-W adjustment, the Solid Waste Tipping Fee may also be increased as a direct result of (i) a Federal or State mandated capital project; (ii) an increase in State imposed tipping fee surcharges; (iii) an act or event beyond the reasonable control of Brown County; (iv) an increase in fees associated with the Host Community Fees; or (v) an increase or decrease in tonnage at the Designated Drop-Off Location. In the event there is an unanticipated major capital construction project, Brown County has the ability to approach the Municipality for a Solid Waste Tipping Fee increase.
- B. **RECYCLING TIPPING FEE** - Brown County agrees to calculate a Recycling Tipping Fee each month based upon operating costs and current market conditions. If at any time the cost of processing materials exceeds revenue, a rate per ton may be assessed to the Municipality. Furthermore, if revenues exceed the operational cost Brown County may pay Municipality a rate per ton for collected materials.

7. OPERATING DAYS AND HOURS – Brown County agrees to receive Municipality’s material at the Designated Drop-Off Locations during regular operations:

Solid Waste Transfer Station

Regular Hours:

January 1st - March 31st

Mon. - Fri. 7:30 am - 4:00 pm

Sat. 7:30 am - noon

April 1st - December 31st

Mon. - Fri. 7:00 am – 4:00 pm

Sat. 7:00 am – 2:00 pm

South Landfill

Regular Hours:

Mon. - Fri. 7:30 am - 5:00 pm

Sat. 7:30 am – 12:30 pm

Recycling Transfer Station

Regular Hours:

Mon. - Fri. 7:30 am - 4:00 pm

Brown County reserves the right to alter the regular operating hours as deemed necessary by Brown County. Brown County will provide reasonable notification to Municipalities of any change in regular operating hours.

If a holiday occurs during a week, the Director agrees to provide a reasonable period of operating hours for the Designated Drop-Off Location to accommodate the holiday. Nothing in this section shall preclude the Director from closing the Designated Drop-Off Location during inclement weather, such as days with high winds or any day that makes the disposal of wastes under existing state law unacceptable to Brown County. The Parties agree that the Director may extend or limit the aforementioned hours at the Director’s sole discretion.

Municipality may, with at least twenty-four (24) hours’ notice, request the Director to extend normal operating hours. Municipality agrees to pay an hourly rate established by Brown County for extended hours.

8. PENALTIES –Municipality is obligated to deliver all Solid Waste and Recyclable Materials to Brown County, as provided in Section 5. In the event that Municipality diverts Solid Waste for treatment or disposal to a facility owned or operated by a person other than Brown County, a penalty shall be assessed to offset the losses incurred by Brown County. The total penalty shall be calculated based on the amount of tonnage diverted in a year, multiplied by the Preferred Rate. The penalty will be assessed at the end of each Agreement year and shall be promptly paid by Municipality. Penalties shall not be assessed for the reduction of Solid Waste delivery due to Solid Waste Reduction Measures.

9. FORCE MAJEURE – Should Brown County or Municipality be delayed or prevented in whole or in part from performing any obligation or condition hereunder by reason of or as a result of any Force Majeure, Brown County or Municipality shall be excused from performing such obligations or conditions while Brown County or Municipality is so delayed or prevented

and for ten (10) days thereafter. The Director shall use best efforts to arrange for Municipality's Solid Waste to be accepted for disposal at another landfill or Recyclable Materials at another Material Recovery Facility during any Force Majeure event that prevents normal operations at the Designated Drop-Off Locations.

10. ASSIGNMENT – The Parties shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or notation, without the prior written consent of the Director.

11. DEFAULT – Should either party breach any provision of this Agreement, the other party may pursue the legal and equitable remedies available to it for the breach of this Agreement. The breaching party must cure the breach within ten (10) working days of its actual notice of breach or this Agreement may be terminated by the other party upon thirty (30) days written notice of the failure to cure the breach.

12. NOTICE – A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

Brown County Port & Resource Recovery Department
2561 South Broadway
Green Bay, WI 54304

13. DAMAGES –Municipality shall pay Brown County for any damages, fees, expenses, costs, penalties, fines, whatsoever incurred by Brown County as a result of Municipality's delivery of materials which fail to meet the standards identified in the Plan of Operation or Exhibit A of this Agreement, as may be amended from time to time as provided for in Section 4 hereof. The Municipality shall also pay Brown County the penalties, if any, called for by Section 8 hereof, and such penalties shall be in addition to and not in lieu of other damages.

14. TERMINATION

- A. This Agreement is null and void if Brown County determines not to renew the BOW Agreement for consecutive 25-year terms, or if the Brown County South Landfill reaches capacity.
- B. Municipality may terminate this agreement upon ninety (90) day written notice if Brown County raises Solid Waste Tipping Fees beyond the allowable CPI-W adjustment for reasons not contemplated in Paragraph 6 of this Agreement.

15. SEVERABILITY – If any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect the legality or enforceability of any other provision of this Agreement.

16. APPLICABLE LAW – The civil and regulatory laws, ordinances and regulations of Brown County and other municipalities in Brown County, which currently apply and are in force and

effect or may in the future be adopted, with respect to the subject matter of this Agreement, and matters which are necessarily related, shall continue in force and effect and be enforced in the usual manner in municipal courts and state circuit courts, with regard to enforcement or interpretation of this Agreement. This provision shall continue for the term of this Agreement.

Any future Brown County ordinances that affect the Solid Waste Management System, and any future civil and regulatory laws, ordinances and regulations of other municipalities in Brown County, may result in an addendum to this Agreement.

This Agreement shall be interpreted and applied pursuant to the laws of the State of Wisconsin, and any legal dispute arising hereunder shall be venued in Brown County Circuit Court.

17. HOLD HARMLESS – Brown County agrees to defend, indemnify, save and hold harmless Municipality, its elected and appointed officials, officers, employees and agents, representatives and volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of natured in any manner directly caused, occasioned, or contributed to in whole or in part or claimed to be causes, occasioned or contributed to in whole or in part, arising or claimed to arise from implementation and operation of this Agreement when such liability, damage, loss, claim, demand, or action is based upon any illegal solid waste flow control or any allegation of Federal or State Anti-Trust or Commerce clause violations. The obligation to indemnify, defend and hold harmless the Municipality, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent that liability results from the negligence or intentional actions or inactions of the Municipality, its elected and appointed officials, officers, employees, agents, representatives and volunteers. It is the intent of this clause that Brown County will defend or pay the defense expenses of Municipality and reimburse Municipality for cost incurred, including damages, fines, fees, judgments, forfeitures, and any other cost imposed by virtue of claims made or litigation commenced against Municipality when such claim or litigation is based upon the above. Nothing in this Section 17 is intended to waive or affect any other right, title, interest, defense or claim to other legal or equitable relief of the Parties, all such rights, claims and defenses being expressly reserved, including the right to seek contribution under the federal Comprehensive Environmental Response, Compensation, and Liability Act and counterpart state law. This indemnity provision shall survive the termination or expiration of this Agreement

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

Municipality of

Brown County Port & Resource Recovery
Director

(Municipal Official)

(Title)

Attachment #1

This Attachment #1 is incorporated into and made a part of the Agreement by this reference.

The Solid Waste Preferred Rate tipping fee for 2022 is \$47.82/ton; the Solid Waste Gate Rate is \$53.00/ton. The Recycling Tipping Fee is set each month based on market conditions. Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Agreement.

Attachment #2

This Attachment #2 is incorporated into and made a part of the Agreement by this reference.

The Brown County Rate Stabilization Fund was established in the 2013 Budget in an effort to reduce the occurrence of major tipping fee increases in any one budget year. The Fund will be used to mitigate the expected \$8/ton increase in tipping fees for municipal customers due to the openings of the Brown County South Landfill in 2022 and the Outagamie County Northwest Landfill in 2024 to allow for an incremental increase in the municipal Preferred Contract Rate. The initial cost increase is estimated at \$8.00/ton not including CPI in the first five years. Brown County will use its Rate Stabilization Fund to incrementally increase the Preferred Rate by \$1.50 per ton each year not including CPI increases. After Year 2, the County will reevaluate costs and adjust the Rate Stabilization Funds usage to recognize actual costs and discuss with the customer any tipping fee increase necessary beyond CPI. The targeted amount of the fund was \$1 million. At the time of this Agreement, Brown County had a fund balance of \$1.1 million in the account.

Schedule for Utilization of the Rate Stabilization Fund

5-year TIP Fee Increase	2021	2022	2023	2024	2025	2026	Total
Estimated Annual Tonnage	85,000	85,000	85,000	85,000	85,000	85,000	
Stabilized Annual Tip Fee Increase	\$ -	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 7.50
Annual CPI Increase	\$ 0.23	\$ 2.48	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 4.48
Total Annual Tip Fee Increase	\$ 0.23	\$ 3.98	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 11.98
Annual Tip Fee w/Rate Stabilization (Estimate)	\$ 43.84	\$ 47.82	\$ 49.82	\$ 51.82	\$ 53.82	\$ 55.82	
Annual Tip Fee w/o Rate Stabilization (Estimate)	\$ 43.84	\$ 51.82	\$ 52.32	\$ 55.32	\$ 55.82	\$ 56.32	
Stabilization Rate		\$ 4.00	\$ 2.50	\$ 3.50	\$ 2.00	\$ 0.50	
Rate Stabilization Fund Usage		\$ 340,000	\$ 212,500	\$ 297,500	\$ 170,000	\$ 42,500	\$ 1,062,500

Exhibit A

Acceptable Solid Waste – Solid Waste Transfer Station and/or Landfill

1. Residential waste, refuse and garbage. (Transfer Station and/or Landfill)
2. Large items, except those identified in Exhibit B (Transfer Station and/or Landfill)
3. Commercial Waste (Transfer Station and/or Landfill)
4. Industrial Waste, except those listed in Exhibit B (Transfer Station and/or Landfill)
5. Construction and Demolition Waste (Transfer Station and/or Landfill)
6. Special Waste as approved by Brown County (Landfill)

Exhibit B

Unacceptable Solid Waste

1. Liquid waste
2. All industrial process waste unless approved in advance by the Director in writing
3. Hazardous waste (toxic, corrosive, reactive, or flammable)
4. Automobile hulks
5. Septic tank waste
6. Yard waste
7. Asbestos, unless approved in advance by the Director in writing
8. Incinerator residue, unless approved in advance by the Director in writing
9. Contaminated soil, unless approved in advance by the Director in writing
10. Gasoline, Diesel or other fuel tanks unless approved in advance by the Director in writing
11. Radioactive, biological or infectious waste

Exhibit C

Solid waste accepted at Transfer Station or Landfill for recycling

1. Household appliances
2. Vehicle batteries
3. Vehicle tires
4. Scrap metal

Exhibit D

Acceptable Recyclable Material – Recycling Transfer Station

1. Aluminum Cans and Bottles
2. Steel and Bi-Metal Cans
3. Metal Lids and Caps
4. Empty Aerosol Cans, not Containing a Pesticide
5. All Plastic Household Bottles, Jugs and Containers
6. Green Glass Containers
7. Brown Glass Containers
8. Clear (Flint) Glass Containers
9. Newspapers (ONP) and Inserts
10. Phone Books, Catalogs and Magazines
11. Books, both Hardcover and Softcover
12. Paperboard (Cereal, Cracker, Soda Boxes, etc.)
13. Dairy and Frozen Food Boxes
14. Mixed Office and Writing Paper
15. Corrugated Cardboard (OCC)
16. Junk Mail and Envelopes
17. Brown Paper Bags
18. Shredded Paper
19. Aseptic Cartons and Gable Topped Cartons
20. Other Recyclable Commodities as Agreed in Writing

Exhibit E

Additional Recycling Quality Requirements

In addition to the standards set forth above, Recyclable Materials must be of such quality and nature as not to:

1. Be delivered in plastic bags (minimal amounts of plastic bags are acceptable, however, Supplier will continually educate their customers not to use plastic bags), or
2. Be overly compacted (average density computed for all semi-trailer loads delivered in a specific calendar month may be up to 300 pounds/cubic yard, with no individual load being more dense than 600 pounds/cubic yard); or
3. Materially impair the strength or the durability of the MRF structures or equipment; or
4. Create flammable or explosive conditions in the MRF; or
5. Contain material that is on fire, smoldering, or potentially flammable; or
6. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of the MRF, its personnel or the public; or
7. Include any hazardous or toxic substances as defined by applicable federal or state regulations, or any medical waste.

Exhibit F

2022 BROWN COUNTY PORT & RESOURCE RECOVERY RATES & FEES

WASTE DISPOSAL & RESOURCE RECOVERY						
					FEE	UNIT
Regular Refuse - Brown County Waste Transfer Station and South Landfill						
	Preferred Contract Rate Tipping Fee			\$47.83	Per Ton	
	Contract Rate Tipping Fee			\$50.65	Per Ton	
	Gate Rate Tipping Fee			\$53.00	Per Ton	
	Minimum Fee			\$24.00	Each Load	
	Waste Tires			\$325.00	Per Ton	
	Asbestos			*	Per Ton	
	Concrete (Landfill Only)			*	Per Ton	
	Stumps and Wood Waste (Landfill Only)			*	Per Ton	
	Shingles - Clean			\$18.00	Per Ton	
	Large Appliances (Containing Freon)			\$15.00	Per Unit	
	Large Appliances (Non-Freon Containing) & Microwaves			\$5.00	Per Unit	
	Lead Acid Batteries			\$1.00	Per Unit	
	Early/Late Delivery - Solid Waste Transfer Station			\$200.00	Per Hour	
	Truck Scale Only			\$10.00	Per Transaction	
	Safety Vests			\$5.00	Each	
Recycling - Brown County Recycling Transfer Station						
	Recycling Tipping Fee			Market Rate	Per Ton	
		Glass Recycling Fee		Mkt Rate + \$25.00	Per Ton	
	Early/Late Delivery - Recycling Transfer Station			\$200.00	Per Hour	
	Refused Material at Recycling Transfer Station			\$55.00	Per Incident	
	Truck Scale only			\$10.00	Per Transaction	
	Safety Vests			\$5.00	Each	
Hazardous Waste - Brown County Hazardous Material Recovery Facility						
	Out-of-County Household Hazardous Waste Disposal			**	Per Pound	
	Very Small Quantity Business Hazardous Waste Disposal			**	Per Pound	
	Extinguishers, Waste Oil, Antifreeze, Household Batteries, Bulbs, Lamps			\$0.30	Per Pound	
	Fire Extinguishers			\$5.00	Each	
	Propane Cylinders (1 lb)			\$1.00	Each	
	*See w w w .Brow nCountyRecycling.org for further information, terms and definitions.					
	**Call Port & Resource Recovery office at (920) 492-4950 for information and specific rates.					
PORT OF GREEN BAY						
					FEE	UNIT
Bay Port Dredged Material Rehandling Disposal Facility						
	Out-Of-County Dredged Sediment			\$19.61	Per Cu Yd	
	Private Dredged Sediment			\$17.61	Per Cu Yd	
	Commercial Terminal Operator Dredged Sediment			\$15.61	Per Cu Yd	
	U.S. Army Corps of Engineers			\$13.61	Per Cu Yd	
Harbor Tonnage Assessment						
	Over 400,000 Tons			\$0.030	Per Metric Ton	
	300,000-399,999 Tons			\$0.035	Per Metric Ton	
	200,000-299,999 Tons			\$0.040	Per Metric Ton	
	100,000-199,999 Tons			\$0.045	Per Metric Ton	
	99,999 Tons and Under			\$0.065	Per Metric Ton	
	Project Cargo			\$1.50	Per Ton	
	Special Projects			\$375.00	Each	
	Active Minimum			\$1,550.00	Per Year	
	Inactive Minimum			\$600.00	Per Year	

PORT & RESOURCE RECOVERY DEPARTMENT

2561 SOUTH BROADWAY
GREEN BAY, WI 54304
PHONE: (920) 492-4950 | FAX: (920) 492-4957

DEAN R. HAEN
DIRECTOR

October 18, 2021

Scott Thoresen
City of De Pere
335 S. Braodway
De Pere, WI 54115

Re: New Brown County Solid Waste Agreement

Dear Scott Thoresen,

As you may have heard, the construction of the South Landfill by Brown County in the Town of Holland is expected to be completed and in operation in 2022. With the opening of the South Landfill in 2022, the Brown County Port & Resource Recovery Department is seeking to renew the Solid Waste Management Services Agreements with Brown County municipalities. The current Solid Waste Agreement was adopted in 2012 and the Recycling Agreement was adopted in 2009. The new agreement combines all solid waste services under one agreement. By doing so it is Brown County's intent to continue to provide long-term environmentally-sound solid waste management at a low cost.

The Brown County Solid Waste Agreement has been reviewed by the Brown County City, Village and Town Public Works Directors and vetted by attorneys at the cities of Green Bay and De Pere, villages of Allouez and Denmark as well as the Brown County Corporation Counsel. Approval of the blank agreement by the Brown County Board is expected to take place on October 27, 2021 after which Brown County Resource Recovery staff will be seeking approval from each municipality.

We are requesting that you review the Agreement and add it to your Board agendas for approval prior to the end of 2021.

The construction of the landfill along with ancillary facilities and acquisition of equipment is estimated at \$22 million. When the landfill opens in 2022, the communities making up the Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement (BOW) will begin hauling and disposing solid waste at the new facility. The current BOW landfill in use is the Outagamie County Northeast Landfill which is expected to be full by the end of 2024. The expected life expectancy of the South landfill is 16 to 18 years.

To pay for the new landfill, Brown County is estimating an \$8/ton increase in the tipping fees for municipal customers. This initial cost increase does not include annual consumer price

index (CPI) increases. A Rate Stabilization Fund established and funded by Brown County under the existing Solid Waste Agreement has a balance of \$1.1 million which will be used by the County to allow for an incremental increase to the municipal Tipping Fee over a 5-year period beginning in 2022. The municipal Tipping Fee per ton with yearly consumer price index increases are estimated as follows:

- 2021 - \$43.84– Existing Rate
- 2022 - \$47.82
- 2023 - \$49.82
- 2024 - \$51.82*
- 2025 - \$53.82*
- 2026 - \$55.82*

**Estimated*

See Attachment #2 of the proposed Municipal Solid Waste Management Agreement for a more detailed schedule of Rate increases.

Fortunately, due to recent favorable recycling markets, the proposed cost increase in 2022 may be offset by the revenue generated by the disposal of recyclables. In September 2021, Brown County paid Brown County municipalities \$81/ton for their recyclable material.

If you need more information please contact Mark Walter at (920) 492-4950 or via email at Mark.Walter@BrownCountyWi.gov.

Sincerely,



Dean Haen
Director



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #21-116 Approving Agreement with Green Bay Metropolitan Sewerage District for Construction of Extension of the Ninth Street Interceptor - De Pere.

The Board of Public Works at the November 8, 2021 Meeting approved the Ninth Street Interceptor Agreement between the City of De Pere and Green Bay Metropolitan Sewerage District and moved to forward it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso21-116 (PDF)
- Draft Agreement for Construction of American Blvd_Ninth Street Intercept... (PDF)
- EXHIBIT A (PDF)
- Exhibit B - CODP Agreement (PDF)
- NSI SEWER SERVICE AGREEMENT EXHIBIT C (PDF)
- 2021 1108 CI-BOPW GBMSD NSI Agreement (PDF)
- 2008-01-15 Agreement Regarding Sewer Extension S of Biotech Wy along Ame... (PDF)

RESOLUTION #21-116

APPROVING AGREEMENT WITH GREEN BAY METROPOLITAN SEWERAGE DISTRICT
FOR CONSTRUCTION OF EXTENSION OF THE NINTH STREET INTERCEPTOR – DE PERE

WHEREAS, the Green Bay Metropolitan Sewerage District (GBMSD), of which the City is a member municipality, owns and operates a wastewater facility for the purpose of treating wastewater discharged to it by its members and contract customers; and

WHEREAS, development in De Pere, within GBMSD's jurisdiction, has necessitated the construction of an extension of the Ninth Street Interceptor to provide additional capacity for such areas; and

WHEREAS, the parties wish to enter into the Agreement for Construction of Extension of the Ninth Street Interceptor – De Pere, attached hereto and incorporated as Exhibit A, pursuant to the terms and conditions as set forth therein; 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 is authorized and directed to execute the Agreement for Construction of Extension of the Ninth Street Interceptor – De Pere (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 16th day of November, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 11/08/2021

**AGREEMENT FOR CONSTRUCTION OF EXTENSION
OF THE NINTH STREET INTERCEPTOR – DE PERE**

THIS AGREEMENT (the “Agreement”), is made and entered into this _____ day of _____, 2021, by and between GREEN BAY METROPOLITAN SEWERAGE DISTRICT (“GBMSD”) and CITY OF DE PERE (“De Pere”).

WITNESSETH:

WHEREAS, GBMSD is a metropolitan sewerage district organized under Chapter 200 of the Wisconsin Statutes;

WHEREAS, De Pere is a member municipality of GBMSD;

WHEREAS, GBMSD owns and operates a wastewater facility for the purpose of treating wastewater discharged to it by its members and contract customers;

WHEREAS, Development in De Pere requires the construction of an extension of the Ninth Street Interceptor more particularly described on the attached **Exhibit A** (the “Ninth Street Interceptor Extension”);

WHEREAS, The parties have agreed that De Pere shall construct the Ninth Street Interceptor Extension;

WHEREAS, The parties have agreed that GBMSD shall purchase the Ninth Street Interceptor Extension from De Pere upon completion of the Ninth Street Interceptor Extension; and

WHEREAS, De Pere has agreed to purchase certain capacity in the Ninth Street Interceptor Extension, and GBMSD agrees to allocate certain capacity in those facilities to De Pere.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the terms “Allocated Interceptor Capacity,” “Collector” and “Lateral” shall have the meanings of those terms as defined in GBMSD’s Sewer Use Ordinance.
2. Construction of Ninth Street Interceptor Extension. De Pere agrees to design, engineer and construct the Ninth Street Interceptor Extension pursuant to plans and specifications approved by GBMSD, which approval shall not be unreasonably withheld. Once approved by GBMSD, the plans and specifications for the Ninth Street Interceptor Extension shall not be changed without the consent of GBMSD. De Pere agrees to commence construction of the Ninth Street Interceptor Extension no later than April 2022 conditioned on receipt of Wisconsin Department of Natural Resources approvals for the Ninth Street Interceptor Extension and shall use its best efforts to substantially complete the construction before September 1, 2022. GBMSD agrees to cooperate with De Pere in the construction of the Ninth Street Interceptor Extension as may be reasonably be requested by De Pere. In connection with the construction of the Ninth Street Interceptor Extension, De Pere may construct the connections, including Laterals and Collectors, which are indicated on the plans and specifications.
3. Acquisition of Permits and Easements. De Pere agrees that it will acquire all easements and apply for all necessary permits for the construction of the Ninth Street Interceptor Extension. De Pere will use its best efforts to acquire said easements on a “no-cost basis.”
4. Acquisition of Interceptor Extension. GBMSD agrees to purchase from De Pere and De Pere agrees to sell to GBMSD the Ninth Street Interceptor Extension on a day mutually

agreed upon by the parties within sixty (60) days after contract completion/closeout of the Ninth Street Interceptor Extension. The purchase price for the Ninth Street Interceptor Extension shall be De Pere's Actual Costs of Construction. For the purposes of this Agreement, "Actual Costs of Construction" shall be determined by adding together the costs of construction (including easement acquisition costs), any engineering costs, any permit fees, and any interest expenses and incidental costs of financing, including legal expenses, and subtracting any state or federal grants. De Pere acknowledges that the costs of hooking up sewer connections, including Laterals and Collectors are De Pere's responsibility and those costs shall not be included in the purchase price for the Ninth Street Interceptor Extension.

5. Contractual Guarantees and Warranties. Upon notification by GBMSD, De Pere agrees to assert for GBMSD's benefit all contractual guarantees and warranties made by the contractor De Pere engages to construct the Ninth Street Interceptor Extension.

6. Allocated Interceptor Capacity. Upon acquisition of the Ninth Street Interceptor Extension, GBMSD agrees to increase De Pere's Allocated Interceptor Capacity by the amount indicated on the attached **Exhibit B**. The mapped area in **Exhibit C** is strictly a projection of the anticipated service area, which is subject to change based on the actual future development needs in the area. Any changes to the anticipated service area reflected in **Exhibit C** shall require GBMSD approval.

7. Assessment of Interceptor Cost Recovery Charge. In consideration of the allocation of the capacity set forth in Paragraph 6, above, De Pere hereby acknowledges and agrees that it shall pay to GBMSD an interceptor cost recovery charge determined by GBMSD pursuant to the methodology set forth in GBMSD's Sewer Use Ordinance. De Pere's interceptor cost recovery charge shall be based on its relative allocation as set forth in **Exhibit B**. The

assessment and the estimated payment due by De Pere is set forth on **Exhibit B**. De Pere shall pay the amount due to GBMSD pursuant to this Paragraph 7 in one lump-sum payment within thirty (30) days on invoice from GBMSD.

8. Connection to Facilities. With the exception of the connections indicated on the plans and specifications referenced in Paragraph 2, De Pere acknowledges and agrees that no sewer connections, including Laterals or Collectors, will be allowed to be made to the Ninth Street Interceptor Extension without the prior written consent of GBMSD. GBMSD shall be under no obligation to give its consent to any sewer connection requested by De Pere and GBMSD may withhold its consent for any reason. This Paragraph 8 is not intended, however, to restrict the right of De Pere to allow individual connections to their Collector systems; provided, however, that the parties acknowledge that all industrial dischargers in De Pere may need a permit from GBMSD in order to discharge their wastewater to GBMSD's sewerage system.

9. Effect of Annexation by De Pere. If De Pere annexes any territory in the Town of Lawrence ("Lawrence") which is located in Lawrence's design area for the Ninth Street Interceptor Extension, De Pere agrees to purchase from GBMSD that portion of the capacity in the Ninth Street Interceptor Extension allocated to Lawrence which is equal to the design capacity per acre for the portion annexed (the "Annexed Capacity"). The purchase price for the Annexed Capacity shall be equal to the total interceptor cost recovery assessment paid by Lawrence for the Annexed Capacity through the date of annexation, plus the balance of any Ninth Street Interceptor Extension cost recovery assessment owing by Lawrence to GBMSD for the Annexed Capacity. The purchase price shall be paid by De Pere in cash at closing and by formal assumption by De Pere of the remaining Ninth Street Interceptor Extension cost recovery assessment owing by Lawrence for the Annexed Capacity.

10. Notice. Any notice required under this Agreement shall be delivered personally or sent by certified mail, return receipt requested, to the parties at their addresses set forth below. Any party may, by like written notice at any time, and from time to time, designate a different address to which notices shall be subsequently sent. Notices given in accordance with this Section shall be deemed received when mailed.

To GBMSD: Executive Director
Green Bay Metropolitan Sewerage District
2231 N. Quincy Street
Green Bay, Wisconsin 54302

To De Pere: City Administrator
City of De Pere
335 S. Broadway
De Pere, Wisconsin 54115

11. No Third-Party Rights. Except for the parties hereto, no person, corporation, association, or any group or combination thereof, shall have any rights or interest under this Agreement; it being the express intent of the parties to exclude all third-party beneficiaries and all third-party claims, demands, actions, causes of action and suits hereunder.

12. Headings. Captions and headings are not to be used in aid of construction, but are intended for reader convenience alone.

13. Entire Agreement. This writing, which includes and incorporates the attached exhibits, contains the entire agreement of the parties. There are no understandings, written or verbal, express or implied, except as contained herein.

14. Amendment. This Agreement may be amended at any time in writing, approved and subscribed by all the parties hereto.

15. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Wisconsin.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

GREEN BAY METROPOLITAN SEWERAGE
DISTRICT

By:_____

Its:_____

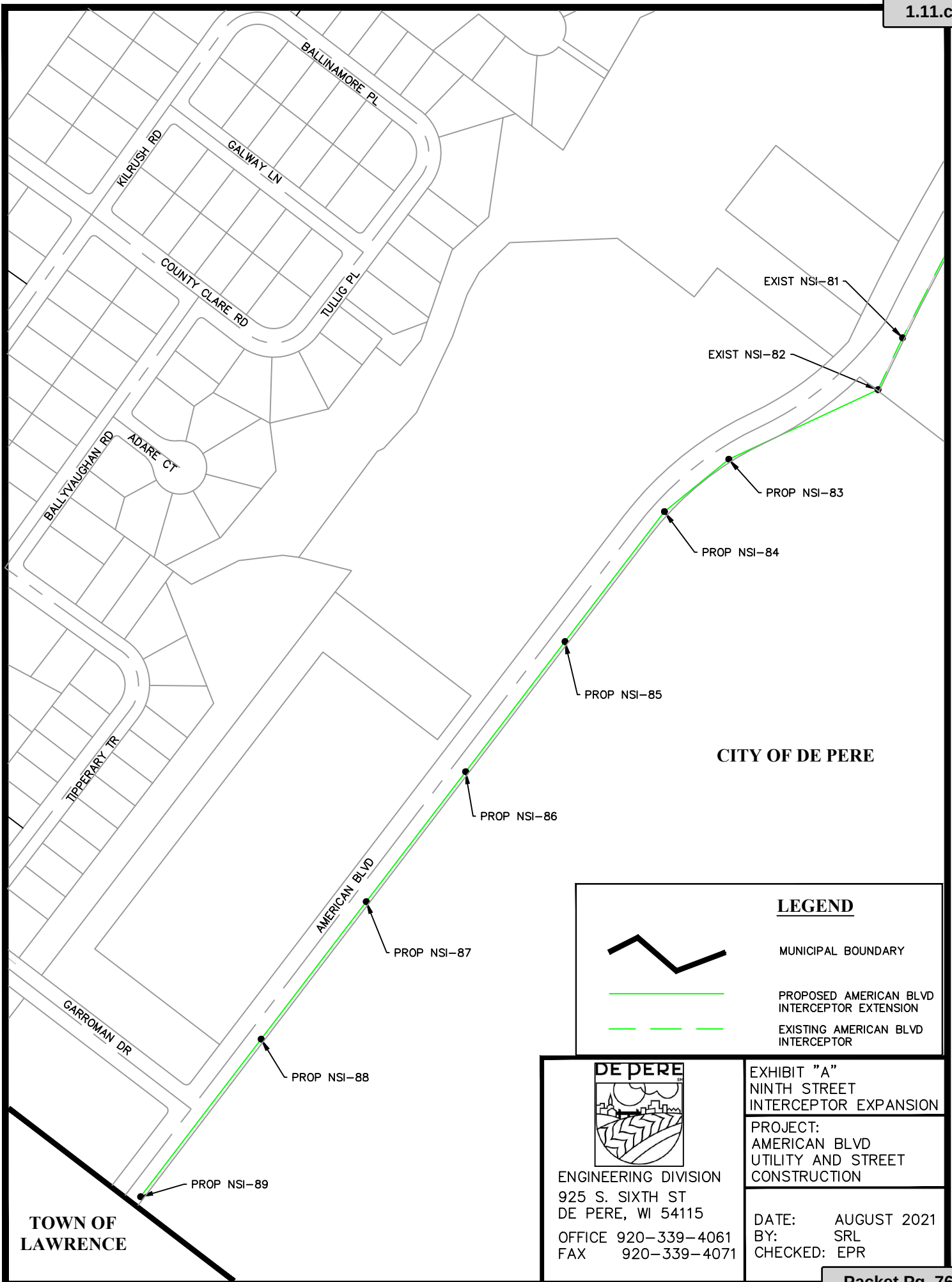
Name:_____

CITY OF DE PERE

By:_____

Its:_____

Name:_____

**LEGEND**

MUNICIPAL BOUNDARY

PROPOSED AMERICAN BLVD
INTERCEPTOR EXTENSIONEXISTING AMERICAN BLVD
INTERCEPTOR

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

EXHIBIT "A"
NINTH STREET
INTERCEPTOR EXPANSION

PROJECT:
AMERICAN BLVD
UTILITY AND STREET
CONSTRUCTION

DATE: AUGUST 2021
BY: SRL
CHECKED: EPR

Interceptor Cost Recovery Charge - Ninth Street Interceptor

EXHIBIT B

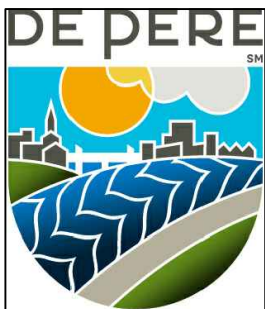
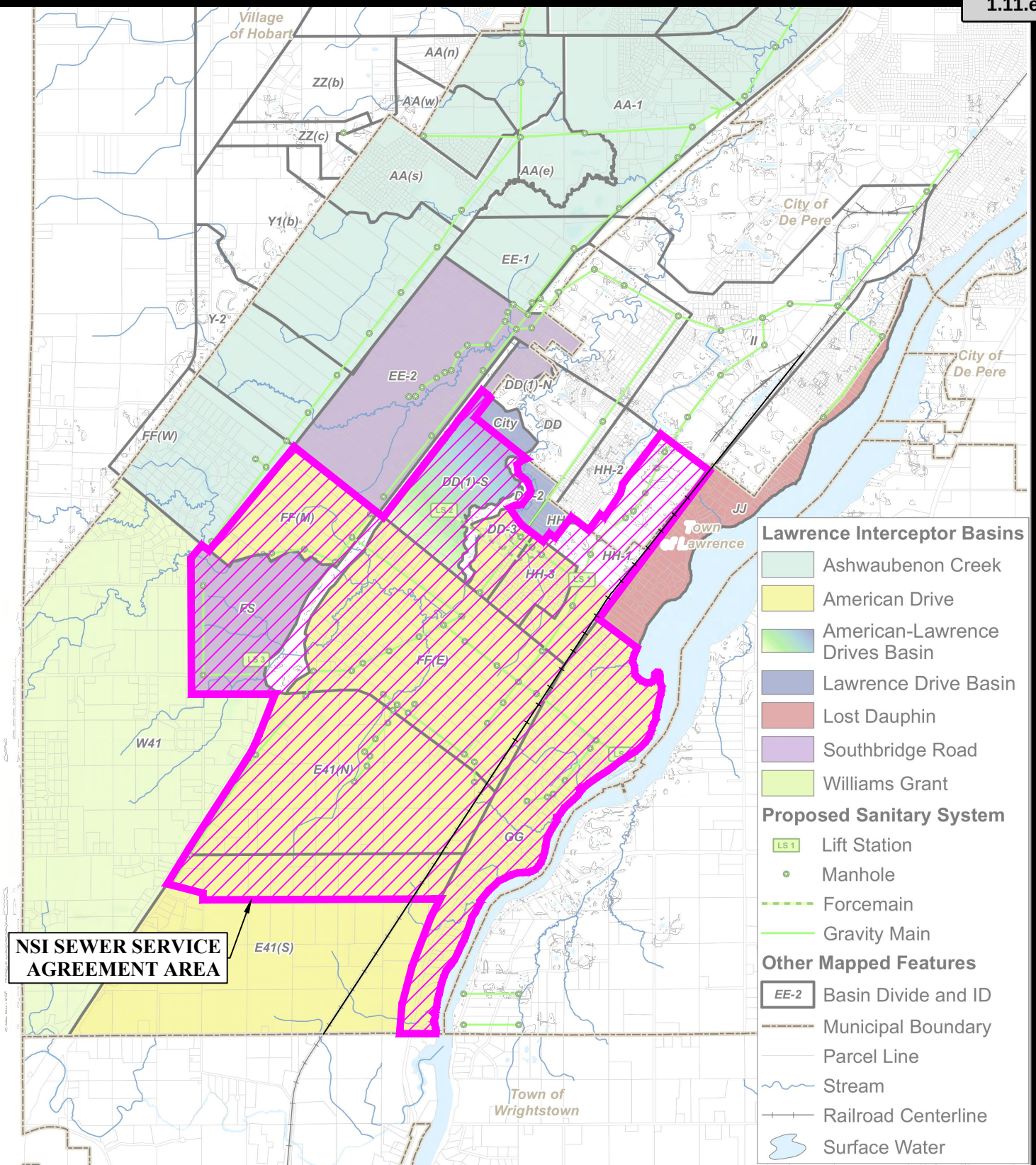
American Boulevard Extension

November 2, 2021

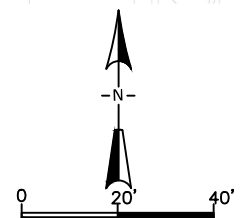
BASED ON ESTIMATE

Upstream MH	Upstream MH	ICR Capacity	Aquisition Cost	Cost Per CFS	De Pere Allocated Capacity (cfs)	De Pere Cost	Lawrence Allocated Capacity (cfs)	Lawrence Cost
NSI-89	NSI-82	7.25	\$1,100,000	\$151,724.14	2.85	\$432,413.79	4.40	\$667,586.21

Note - The aquisition cost is an estimate. Actual costs will be determined after construction has been completed.



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



**NSI SEWER
SERVICE AGREEMENT
EXHIBIT C**

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: November 8, 2021

RE: **Consideration and possible action on Ninth Street Interceptor Agreement between the City of De Pere and the Green Bay Metropolitan Sewerage District***

Attached is an agreement between the City of De Pere and Green Bay Metropolitan Sewerage District (GBMSD) for the extension of the Ninth Street Interceptor (NSI) as part of the American Boulevard construction project. The City will build the sanitary sewer and invoice GBMSD for construction with a portion of this cost assigned to the City for capacity of the sewer.

Background

Staff is preparing to bid and build the American Boulevard utility and street construction project to the south City limits. The street extension includes sanitary sewer, water main, storm sewer and pond construction. The existing sanitary sewer on American Boulevard is the NSI and owned and maintained by the GBMSD. This sewer services a large part of the City's west side. The sanitary sewer extension will provide sewer service to the City and also the Town of Lawrence. De Pere and Lawrence have allocated capacity in the NSI from previous agreements.

Discussion

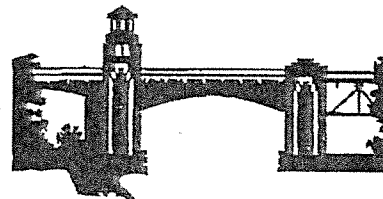
The agreement for the NSI sewer is for the City to construct as part of the American Boulevard extension. The interceptor will provide capacity for the remainder of the undeveloped portion of the City along American Boulevard along with an area in Lawrence. The City will oversee construction. The City will invoice GBMSD for the construction, engineering, and related project expenses. De Pere will be allocated back a portion of the costs per the agreement letter from January 15, 2008 and April 6, 2007 based on the flow. The City is allocated 2.85 cfs in this segment at an estimated cost of \$432,413.79 per Exhibit B in the draft agreement.

Recommendation

Funding for the City's portion will be through the TID. Staff recommends approval of the agreement.

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



VIA FAX AND MAIL: 920-436-7988

January 15, 2008

City Attorney's Office
(920) 339-4042

Mr. Joe Nicks
Godfrey & Kahn S.C.
333 Main Street, Suite 600
P.O. Box 13067
Green Bay, WI 54307-3067

**RE: Agreement Regarding Sewer Extension South of Biotech Way
Along American Boulevard and the Segment of Sewer Along
American Boulevard Between Southbridge Road to Biotech Way**

Dear Joe:

Enclosed please find the accepted original of GBMSD's April 6, 2007 offer to purchase capacity in the American Drive extension of the 9th Street Interceptor. Please let me know if you have any questions.

Very truly yours,

A handwritten signature in black ink, reading "Judith Schmidt-Lehman". The signature is fluid and cursive, with the first name "Judith" being the most prominent.

Judith Schmidt-Lehman
City Attorney

JSL:jlb

Enc.

cc: Lawrence Delo, City Administrator
H:\jbiskner\letters\2008 letters\Nicks 1-15-08.doc



P.O. Box 19015
2231 North Quincy St.
Green Bay, WI 54307-9015
920/432-4893
Fax: 920/432-4302
Email: gbmsd@gbmsd.org

Executive Director
Paul E. Thormodsgard

Commissioners
Daniel Alexch, Pres.
Kathryn Hasselblad, Secy.
Christopher Zabel, V. Pres.
Frank S. Bennett Jr., V. Pres.
Thomas P. Meinz, V. Pres.

April 6, 2007

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

Re: Agreement Regarding Sewer Extension South of Biotech Way Along
American Boulevard and the Segment of Sewer Along American
Boulevard Between Southbridge Road to Biotech Way

Dear Mr. Delo:

This letter is to set forth the understanding between the Green Bay Metropolitan Sewerage District ("GBMSD") and the City of De Pere ("De Pere") regarding a sewer extension along American Boulevard beginning approximately at Biotech Way.

GBMSD and De Pere have agreed that the planned sewer extension along American Boulevard from Biotech Way to 2,109 feet south (the 2007 Segment) will be built with a 24-inch pipe size. This extension will be built by De Pere and GBMSD will be allocated permanent capacity in this extension and will pay its share of the cost of the extension as follows.

1. 2007 Segment-Biotech Way to 2,109 feet south NSI-076 to NSI-082
 - The 2007 Segment would be constructed as a 24-inch sewer to provide shared service to De Pere and GBMSD's customer, the Town of Lawrence, all pursuant to the plans previously submitted to GBMSD.
 - GBMSD would be permanently allocated 4.4 cfs for Lawrence (subject to confirmation from Lawrence) and De Pere would retain 2.85 cfs.
 - The cost of construction for the 2007 Segment would be split between GBMSD and De Pere based on their relative allocation of cfs.
 - GBMSD would make payment in full for its share of the capacity upon completion of construction.
 - GBMSD would accept construction of the segment using plastic-lined concrete pipe.
 - De Pere acknowledges that it has acquired all of the necessary easements for the 2007 Segment.

Mr. Larry Delo

April 6, 2007

Page 2

GBMSD and De Pere have agreed that the allocation of capacity, cost allocation and time of payment for the segment of the sewer along American Boulevard from Southbridge Road to Biotech Way (the "Southbridge Segment"), which has already been constructed by De Pere, shall be as follows:

2. Segment-Southbridge Road to 3,700 feet south to Biotech Way NSI-065 to NSI-076

- GBMSD would be permanently allocated 4.4 cfs for Lawrence (subject to confirmation from Lawrence) and De Pere would retain 2.85 cfs.
- The actual constructed cost of \$309,570 plus bonding cost from original construction completion to the date of this agreement would be split between GBMSD and De Pere based on their relative allocation of cfs.
- GBMSD would make payment in full for its share of this capacity upon acknowledgement by De Pere to the terms and conditions of the agreement set forth in this letter.

The parties agree that the following will control further extensions of the 2007 Segment:

Future Segment-from 2007 segment south to De Pere southern city limits

- The parties agree that future extensions will be constructed at appropriate size and grade to accommodate current and existing future needs of De Pere and GBMSD's current and future customers.
- GBMSD would be permanently allocated 4.4 cfs for Lawrence (subject to confirmation from Lawrence) and De Pere would retain 2.85 cfs. A peaking factor of 4.0 is used in determining each party's capacity needs.
- The actual constructed cost when known will be split between the parties based on the ratio of each parties agreed upon capacity.
- Payment for capacity allocated to GBMSD would be made in full by GBMSD to De Pere upon completion of construction.

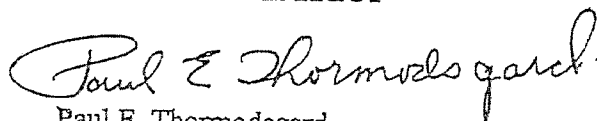
Larry, I believe that the above correctly states our understanding regarding the above matters. I can represent to you that this summary agreement has been approved by the GBMSD Commission. If the above is satisfactory to De Pere's Common Council, would you please acknowledge this agreement by

Mr. Larry Delo
April 6, 2007
Page 3

signing the enclosed copy of this letter and returning it to me at your earliest convenience. Otherwise, please contact me as soon as possible.

Very truly yours,

GREEN BAY METROPOLITAN
SEWERAGE DISTRICT



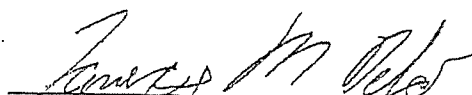
Paul E. Thormodsgard
Executive Director

Acknowledgement of Agreement

The undersigned hereby acknowledges and agrees that the above arrangement regarding the 2007 Segment and future extensions thereof and the Southbridge extension are hereby acknowledged and agreed to by the City of De Pere this ____ day of April, 2007.

JAN 15 2008

The City of De Pere


By: Larry Delo, City Administrator

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

MEETING DATE: November 16, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #21-117 Approving State/Municipal Financial Agreement for a State - LET Highway Project (STH 32 - Main Avenue & Reid Street).

The Board of Public Works at the November 8, 2021 Meeting approved the State-Municipal Agreement for State Highway 32 (Main Avenue and Reid Street) Improvements and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attached is the State / Municipal agreement (SMA) for the improvements for STH 32 (Main & Reid) from 3rd Street to 8th Street. The anticipated proposed improvements will consist of a pavement replacement and resurfacing. The estimated cost for the project at this time is \$2,915,000. At this time we do not have a confirmed time frame when the project will be constructed. However, once the agreement is approved the design process will begin for this project.

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

ATTACHMENTS:

- Reso21-117 (PDF)
- State - Municipal Agreement STH 32 Main Ave 11-02-2021 (PDF)

RESOLUTION #21-117

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

WHEREAS, Wis. Stats. § 86.25, permits the State of Wisconsin Department of Transportation to enter into cost share agreements with local units of government; and

WHEREAS, the State/Municipal Agreement for a State – Let Highway Project, attached and incorporated by reference as Exhibit A, provides cost distribution for pavement replacement and resurface level improvements to STH 32 (Main Avenue & Reid Street) to address necessary improvements identified by the 2020 Pavement Management Decision Support System; and

WHEREAS, the Board of Public Works has reviewed Exhibit A and recommends approval thereof;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the Mayor is hereby authorized and directed to enter into the attached State/Municipal Financial Agreement for a State – Let Highway Project (Exhibit A).

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 16th day of November, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 11/08/2021



**Original
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: October 7, 2021
 I.D.: 4190-17-00/71/72
 Road Name: STH 32
 Title: Main & Reid St, C De Pere
 Limits: 3rd Street – 8th Street
 County: Brown
 Roadway Length: 1.1 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

The existing facility is a connecting highway.

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

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

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

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

Proposed Improvement - Nature of work: It is anticipated the proposed improvements will consist of a pavement replacement improvement (4190-17-71) and a resurface level improvement (4190-17-72).

Project 4190-17-71 will begin on Main Street between Third Street and Fourth Street and will extend to the Eighth Street intersection; it will also include Reid Street beginning at Sixth Street and ending just west of the Fourth Street intersection.

Project 4190-17-72 will include Reid Street, beginning just west of the Fourth Street intersection and will extend to the intersection of Third Street; it will also include Third Street from Reid Street to the Claude Allouez Bridge.

The pavement and project details will be further defined as this project continues through the scoping process.

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

		TABLE 1:	SUMMARY OF COSTS				
			Total	Federal/State		Municipal	
		Phase	Est. Cost	Funds	%	Funds	%
¹Preliminary Engineering:							
	4190-17-00	Plan Development	\$ 500,000	\$ 375,000	75%	\$ 125,000	25%
Real Estate Acquisition:							
		Acquisition	\$ -	\$ -		\$ -	
¹Construction:							
	Participating:	4190-17-71					
	Category 0010 - Roadway		\$ 2,300,000	\$ 2,300,000	100%	\$ -	0%
	Participating:	4190-17-72					
	Category 0010 - Roadway		\$ 115,000	\$ 115,000	100%	\$ -	0%
	Non-Participating:	TBD	\$ -	\$ -	0%	\$ -	100%
Total Cost Distribution			\$ 2,915,000	\$ 2,790,000		\$ 125,000	
1. Costs shown are estimates only and may be updated throughout design.							
Construction estimates are for driving lanes only and include 15% construction engineering.							

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3– 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

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

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

- (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 8. Basis for local participation:
 - (a) The Municipality will be responsible for 25% of the design for the anticipated pavement replacement and resurface level improvement project. Any additional work per the request of the Municipality will be funded by the Municipality.
 - (b) Non-participating construction costs and cost share will be further defined as this project continues through the design process.

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #21-118 Approving Grant Agreement Modification to Division of Public Health DPH Consolidated Contract #47645-4.

The Finance/Personnel Committee voted unanimously during its regular meeting on Tuesday, November 10, to approve this modification and move the item forward for Common Council approval.

Consideration and possible action to approve 2021 State of Wisconsin Department of Health Services grant funding for \$3,600 for Communicable Disease Control and Prevention. DPH Contract # 47645-4.

ATTACHMENTS:

- Reso21-118 (PDF)
- DPH Contract No. 47645-4 (PDF)

RESOLUTION #21-118

APPROVING GRANT AGREEMENT MODIFICATION TO DIVISION OF PUBLIC HEALTH
DPH CONSOLIDATED CONTRACT #47645-4

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services are parties to the 2021 Division of Public Health (DPH) Consolidated Contract #47645-4; and

WHEREAS, the state would like to modify the original contract to include additional funding for communicable disease and prevention to reduce the burden of communicable diseases on local health agencies; and

WHEREAS, acceptance of such additional funds in the amount of \$3,600 requires the approval and execution of DPH Contract #47645-4 Grant Agreement Modification, attached as Exhibit A.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Grant Agreement Modification between the State of Wisconsin Department of Health Services and De Pere DPH for 2021 DPH Consolidated Contract (#47645-4) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of November, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 11/09/2021

**Wisconsin Department of Health Services
Contract Centralization Legal Review**

Agreement Number: **47645-4**

Bureau of Procurement and Contracting (BPC) Review:

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

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

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

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

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

DocuSigned by:

Cody Wagner

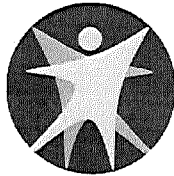
Name: Cody Wagner

Title: Office of Legal Counsel

11/3/2021

Date Signed

Revision: 12/2/2020 (previous versions obsolete)



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
DEPERE DPH
For
2021 DPH Consolidated Contract

DPH Contract No.: 47645-4

Agreement Amount: \$3,600

Agreement Term Period: **10/1/2020 to 12/31/2024**

CARS Pre-Packet No: **19385**

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Telephone: 608-266-9780

DHS Email: anna.benton@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Debbie Armbruster

Grantee Address: 335 S BROADWAY, DE PERE, WI,
54115

Grantee Email: darmbruster@mail.de-pere.org

Modification Description: Modification Description: We are adding funding for Communicable Disease Control & Prevention (Profile 155800). Please see attached Scope(s) of Work. We are also extending the end date for profile 155809 to 6/30/2024 (incorrectly listed as 6/30/2022 on the recently sent SOW). This also serves as a formal notification removing vaccine eligibility for reimbursement on profile 155806 as of 8/1/2021 please see revised SOW. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

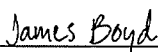
Grantee

Entity Name: City of De Pere Health Department

Authorized Representative

Name: James Boyd

Title: Mayor

Signature: 

Date: 11/4/2021

CARS PAYMENT INFORMATION***DHS CARS STAFF INTERNAL USE ONLY***
CARS PAYMENT INFORMATION

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

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472779	DEPERE DPH	260	See Below	See Below	\$3,600

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155800	COMM DISEASE CTRL & PREV	7/1/21- 6/30/22	-	\$3,600	\$3,600	N/A
					\$3,600	

Scope of Work
Communicable Disease Control and Prevention (LPHD and Tribal HD)
Funding Period July 1, 2021-June 30, 2022

Overview

The Communicable Diseases Funding passed in the 2021-2023 Biennial Budget allocated \$500,000 in GPR per year as a continuing appropriation to local and tribal health agencies for communicable disease control and prevention .

The budget language as passed states:

“252.185 Communicable disease control and prevention.

(1) From the appropriation under s. 20.435 (1)(cf), the department shall distribute moneys to local health departments to use for disease surveillance, contact tracing, staff development and training, improving communication among health care professionals, public education and outreach, and other infection control measures as required under this chapter. The department shall consider the following factors to establish an equitable allocation formula for the distribution of moneys under this section:

- (a) Base allocation, including at least some base amount for each local health department.***
- (b) General population.***
- (c) Target populations.***
- (d) Risk factors.***
- (e) Geographic area, including consideration of the size of the service area or the density of population, or both.***

(2) By January 1, 2023, and biennially thereafter, each local health department shall submit to the division of the department that addresses public health issues a financial statement of its use of funds under this section.”

Eligible Uses

The scope of eligible uses for this additional funding is relatively broad and reflects all responsibilities under chapter 252. Funding may be used for new projects as well as to offset increasing budgetary pressures resulting from ongoing disease surveillance and investigations at the local level. Examples of possible uses include but are not limited to:

- Reduce burden of communicable diseases (CD),
- Ensure or increase capacity to respond to CD events,
- Training to increase competencies around CD issues,
- Purchase additional equipment to allow for easier access when following up on CD reports (such as smartphones or tablets),
- More extensive/complete follow-up on communicable disease outbreaks/reports, or
- Increasing communicable disease awareness in the community along with practical prevention opportunities.

Prohibited uses include:

- Meals for trainings or conferences;
- Uses not intended for infectious disease prevention or follow up.

Reporting Requirement

The local agency is expected to submit its financial statement to the Director of the Bureau of Communicable Diseases of its use of funds for this fiscal year **no later than January 1, 2023**. Please submit your report using an online form titled: "Financial Reporting by Local and Tribal Health Agencies for Communicable Disease Funds."

Epidemiology and Laboratory Capacity
DHS/DPH and LTHDs
Grant/Contract Deliverables and Expectations - AMENDED
2020-2022 ELC Enhancing Detection LTHD Supplement Award

Contacts		Division Program Contact	Program Contact
	Name	Traci DeSalvo	Lisa Borchardt
	Email	Traci.DeSalvo@dhs.wisconsin.gov	Lisa.borchardt@dhs.wisconsin.gov
	Phone	608-267-7321	608-695-4896

Background

This award, the Epidemiology and Laboratory Capacity Enhancing Detection supplement, will provide critical resources to local and territorial health departments in support of a broad range of COVID-19/SARS-CoV-2 testing & epidemiologic surveillance related activities. This includes, but is not limited to, increasing workforce capacity, testing, laboratory capacity, infection control and contact tracing. Further details on allowable costs are outlined below.

Contract Period of Performance:

The grant start date is October 1, 2020 and the end date is October 31, 2022.

Generalized Funding Statement

Funding to each Local or Tribal Health Department is as follows:

- A \$250,000 base award will be offered to each jurisdiction
- Additional award funding will be based on a population multiplier
- Local or Tribal Health Departments who have chosen to increase their workforce capacity using the Population Health Institute Response Corps will have the appropriate portion of their award paid directly to the Response Corps
- Local Public Health Departments should report expenses to CARS Profile 155806.
- Tribal Public Health Departments should report expenses to CARS Profile 65506.

Expenditure reports will be prepared according to contract monitor instructions and submitted to the contract monitor at the same time expenses are submitted to the DHS CARS unit for payment. The Expenditure Report form (F-00642) is e-mailed to CARS (dhs600rcars@wi.gov)

Scope of Work Summary

These funds are broadly intended to provide critical resources to local and tribal health departments in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. These funds cannot be used for costs that are already covered by any other federal source (i.e. duplicating resources from an Immunization award). These funds are not allowable for vaccination expenses after July 31, 2021.

Examples of allowable costs include:

- Personnel (term, temporary, students, overtime, contract staff, etc.) E.g. laboratorians, informaticians, epidemiologists, data managers/analysts, data visualization specialists, health communicators (including those specializing in risk communications), health educators, contact tracers, management & budget staff as well as administrative support, infection prevention & control staff. (May also include support for community health workers and organizations working with populations at higher risk for COVID-19.)
- PPE or other supplies (PPE being used to protect health care workers that are taking samples, processing specimens, conducting tests, etc.)

- Collection supplies, test kits, reagents, consumables & other necessary supplies for existing testing or onboarding new platforms
- Hardware & software necessary for robust implementation of electronic laboratory & surveillance data exchange between recipient & other entities, including healthcare entities, jurisdictional public health & CDC.
- Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, & evaluation of control measures to reduce the spread of disease (e.g. GIS software, visualization dashboards, cloud services).
- Reporting &/or enrollment incentives.
- Contracts with academic institutions, private laboratories, &/or commercial entities including contracts to increase workforce capacity.
- Expenses associated with case investigation, follow up, & contact tracing (including travel, software/hardware, etc.)
- Costs associated with testing and monitoring of isolated individuals as well as facilitating isolation to prevent spread of COVID-19. May include wrap around services as necessary.
- Support for social services that will facilitate compliance with isolation and quarantine.

Examples of non-allowable costs include:

- Research as defined by CDC
- Clinical care
- Medication for patient treatment
- Purchasing vaccines
- Construction
- Stockpiling PPE resources
- Vaccination Costs

Reporting Requirements	Due Date
Submit CARS reports	Monthly
Report summarizing activities supported by the funding	Quarterly

Grantees are required to comply with all Wisconsin ELC Enhancing Detection Award and program requirements, practice guidelines and reporting requirements set by the Centers of Disease Control and as described in the Notice of Award. In addition to the service and program requirements referenced above, administrative and operational requirements are summarized below.

- Ongoing monitoring of milestones and performance measures will be utilized to gauge progress toward successful completion of priority activities supported with these funds.
- Submission of monthly CARS expense reports.
- Quarterly reports will be completed by all awardees summarizing activities supported by the funding.

Certificate Of Completion

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Office of Legal Counsel

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Mayor

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Anna Benton

anna.benton@dhs.wisconsin.gov

Assistant Administrator, Division of Public Health

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CARS Contracts

DHSCARSContracts@dhs.wisconsin.gov

Wisconsin Department of Health Services

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Yvette A Smith

Yvette.Smith@dhs.wisconsin.gov

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DPH Contracts

DHSDPHContracts@dhs.wisconsin.gov

DPH Contracts Shared Account

Wisconsin Department of Health Services

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Kelly Burke

kburke@mail.de-pere.org

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Debbie Armbruster

darmbruster@mail.de-pere.org

Health Director/Officer

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 11-16-2021 VOUCHERS (PDF)

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PAGE: 1

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2049	AMERICAN TEST CENTER INC I-2212244	AMERICAN TEST CENTER INC	R	11/16/2021		585.00CR	097119	585.00
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8413	JUSTINE BRAUN I-202111112246	JUSTINE BRAUN	R	11/16/2021		276.78CR	097128	276.78
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6967	BROCK WHITE COMPANY LLC I-15078712-00	BROCK WHITE COMPANY LLC	R	11/16/2021		1,180.00CR	097130	1,180.00
0039	BROOKS TRACTOR INC I-D95439	BROOKS TRACTOR INC	R	11/16/2021		31.70CR	097131	31.70
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6061	CARRICO AQUATIC RESOURCES INC I-20215648	CARRICO AQUATIC RESOURCES INC	R	11/16/2021		325.00CR	097135	325.00
8482	CASTUS CORP I-1405	CASTUS CORP	R	11/16/2021		1,200.00CR	097136	1,200.00
0536	CDW GOVERNMENT INC I-M155689 I-M217208 I-M750870	CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC	R R R	11/16/2021 11/16/2021 11/16/2021		338.20CR 183.88CR 2,937.00CR	097137 097137 097137	 3,459.08
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	I-AR35351	COMPLETE OFFICE	R	11/16/2021		38.10CR	097140	
	I-AR35352	COMPLETE OFFICE	R	11/16/2021		27.61CR	097140	200.53
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	I-P772828	CORE & MAIN LP	R	11/16/2021		3,448.00CR	097141	
	I-P860289	CORE & MAIN LP	R	11/16/2021		3,225.00CR	097141	9,848.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-202111112248	COUNTRY VISIONS COOPERATIVE	R	11/16/2021		33.66CR	097142	33.66
2077	DE PERE EXHAUST							
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	I-62736	DE PERE EXHAUST	R	11/16/2021		423.45CR	097143	1,105.74
0069	DE PERE GREENHOUSE INC							
	I-35262	DE PERE GREENHOUSE INC	R	11/16/2021		68.98CR	097144	68.98
2624	DECKER SUPPLY CO							
	I-916752	DECKER SUPPLY CO	R	11/16/2021		1,233.70CR	097145	1,233.70
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	I-P40893280001	DISCOUNT SCHOOL SUPPLY	R	11/16/2021		28.70CR	097146	28.70
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0835	FOSTER COACH SALES INC							
	I-22872	FOSTER COACH SALES INC	R	11/16/2021		247.81CR	097150	247.81
8347	GFL ENVIRONMENTAL							
	I-U60000031488	GFL ENVIRONMENTAL	R	11/16/2021		581.46CR	097151	581.46
7553	GLENN'S 24 HR TOWING INC							
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2947	MATTHEW GUTH							
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	I-6044028	HAWKINS INC	R	11/16/2021		3,512.00CR	097155	3,512.00
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
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	I-C002415	HURCKMAN MECHANICAL INDUSTRIES	R	11/16/2021		1,661.22CR	097156	
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	I-W36531	HURCKMAN MECHANICAL INDUSTRIES	R	11/16/2021		1,422.23CR	097156	7,814.22
5484	HYDROCORP INC							
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	I-3515766	INDOFF INC	R	11/16/2021		78.63CR	097158	
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0362	JOHNSON CONTROLS FIRE	PROTECTION LP						
	I-88213124	JOHNSON CONTROLS FIRE PROTECTI	R	11/16/2021		1,835.00CR	097159	1,835.00
2602	JOSSART BROTHERS INC							
	I-21-02 (3)	JOSSART BROTHERS INC	R	11/16/2021		385,822.31CR	097160	
	I-2442	JOSSART BROTHERS INC	R	11/16/2021		3,482.40CR	097160	
	I-2448	JOSSART BROTHERS INC	R	11/16/2021		6,512.40CR	097160	
	I-2449	JOSSART BROTHERS INC	R	11/16/2021		6,337.20CR	097160	
	I-2450	JOSSART BROTHERS INC	R	11/16/2021		5,419.10CR	097160	
	I-2451	JOSSART BROTHERS INC	R	11/16/2021		2,744.10CR	097160	410,317.51
1276	JX ENTERPRISES INC							
	I-14169656P	JX ENTERPRISES INC	R	11/16/2021		8.41CR	097161	
	I-14175276P	JX ENTERPRISES INC	R	11/16/2021		8.41CR	097161	
	I-14188782P	JX ENTERPRISES INC	R	11/16/2021		29.53CR	097161	
	I-14190208P	JX ENTERPRISES INC	R	11/16/2021		33.84CR	097161	
	I-14190248P	JX ENTERPRISES INC	R	11/16/2021		37.71CR	097161	117.90
8483	KLEEN MAINTENANCE CO LLC							
	I-2930	KLEEN MAINTENANCE CO LLC	R	11/16/2021		6,870.00CR	097162	6,870.00
0153	LAFORCE INC							
	I-1174605	LAFORCE INC	R	11/16/2021		485.00CR	097163	485.00
7063	LEAVES INSPIRED TREE NURSERY LLC							
	I-689	LEAVES INSPIRED TREE NURSERY L	R	11/16/2021		8,643.00CR	097164	8,643.00
2044	LIGHTHOUSE TITLE INC							
	I-WGB21-10293847	LIGHTHOUSE TITLE INC	R	11/16/2021		652.00CR	097165	
	I-WGB21-11294085	LIGHTHOUSE TITLE INC	R	11/16/2021		1,618.00CR	097165	2,270.00
0160	LIZER LAWN CARE & IRRIGATION							
	I-123926AD	LIZER LAWN CARE & IRRIGATION	R	11/16/2021		375.00CR	097166	375.00
4254	MEACHAM NURSERY							
	I-IV21-8579	MEACHAM NURSERY	R	11/16/2021		2,029.00CR	097167	2,029.00
5113	MED ALLIANCE GROUP INC							
	I-222441	MED ALLIANCE GROUP INC	R	11/16/2021		395.00CR	097168	395.00
0173	MENARDS INC							
	I-89862	MENARDS INC	R	11/16/2021		63.40CR	097169	
	I-89958	MENARDS INC	R	11/16/2021		157.90CR	097169	
	I-89975	MENARDS INC	R	11/16/2021		75.86CR	097169	
	I-89977	MENARDS INC	R	11/16/2021		14.98CR	097169	
	I-89978	MENARDS INC	R	11/16/2021		60.32CR	097169	
	I-90024	MENARDS INC	R	11/16/2021		35.65CR	097169	
	I-90085	MENARDS INC	R	11/16/2021		6.90CR	097169	
	I-90092	MENARDS INC	R	11/16/2021		6.90CR	097169	
	I-90120	MENARDS INC	R	11/16/2021		769.00CR	097169	
	I-90136	MENARDS INC	R	11/16/2021		6.54CR	097169	
	I-90142	MENARDS INC	R	11/16/2021		37.96CR	097169	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-90157	MENARDS INC	R	11/16/2021		41.54CR	097169	
	I-90178	MENARDS INC	R	11/16/2021		37.96CR	097169	
	I-90220	MENARDS INC	R	11/16/2021		20.95CR	097169	
	I-90269	MENARDS INC	R	11/16/2021		128.37CR	097169	
	I-90287	MENARDS INC	R	11/16/2021		3.99CR	097169	
	I-90419	MENARDS INC	R	11/16/2021		159.07CR	097169	
	I-90438	MENARDS INC	R	11/16/2021		5.99CR	097169	1,633.28
VOID	VOID CHECK		V	11/16/2021			097170	**VOID**
0176	MID STATE SUPPLY CORP							
	I-4448330	MID STATE SUPPLY CORP	R	11/16/2021		109.40CR	097171	109.40
8484	MIDWEST ATHLETIC FIELDS LLC							
	I-3889	MIDWEST ATHLETIC FIELDS LLC	R	11/16/2021		37,520.00CR	097172	37,520.00
0524	MJB INDUSTRIES INC							
	I-6057	MJB INDUSTRIES INC	R	11/16/2021		14,000.00CR	097173	14,000.00
8431	MULTI MEDIA CHANNELS LLC							
	I-IN44344	MULTI MEDIA CHANNELS LLC	R	11/16/2021		61.21CR	097174	61.21
1475	MUNICODE							
	I-365398	MUNICODE	R	11/16/2021		3,638.00CR	097175	3,638.00
8485	NACCHO							
	I-297025	NACCHO	R	11/16/2021		635.00CR	097176	635.00
4546	NATIONAL ELEVATOR INSPECT SERV INC							
	I-202111112251	NATIONAL ELEVATOR INSPECT SERV	R	11/16/2021		80.00CR	097177	80.00
3191	NCI							
	I-AR23662	NCI	R	11/16/2021		49.90CR	097178	49.90
7252	NEWCOMERS							
	I-6105	NEWCOMERS	R	11/16/2021		50.00CR	097179	50.00
0531	NORTHEAST AUTO PARTS INC							
	C-360913	NORTHEAST AUTO PARTS INC	R	11/16/2021		105.77	097180	
	C-360914	NORTHEAST AUTO PARTS INC	R	11/16/2021		11.58	097180	
	I-360804	NORTHEAST AUTO PARTS INC	R	11/16/2021		73.12CR	097180	
	I-360819	NORTHEAST AUTO PARTS INC	R	11/16/2021		103.08CR	097180	
	I-360821	NORTHEAST AUTO PARTS INC	R	11/16/2021		28.63CR	097180	
	I-360846	NORTHEAST AUTO PARTS INC	R	11/16/2021		20.94CR	097180	
	I-360859	NORTHEAST AUTO PARTS INC	R	11/16/2021		149.99CR	097180	
	I-360876	NORTHEAST AUTO PARTS INC	R	11/16/2021		291.44CR	097180	
	I-360877	NORTHEAST AUTO PARTS INC	R	11/16/2021		1.29CR	097180	
	I-360900	NORTHEAST AUTO PARTS INC	R	11/16/2021		170.99CR	097180	
	I-360910	NORTHEAST AUTO PARTS INC	R	11/16/2021		192.23CR	097180	
	I-361033	NORTHEAST AUTO PARTS INC	R	11/16/2021		67.92CR	097180	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3250	NORTHERN LAKE SERVICE							
	I-408892	NORTHERN LAKE SERVICE	R	11/16/2021		135.00CR	097181	
	I-409482	NORTHERN LAKE SERVICE	R	11/16/2021		590.00CR	097181	725.00
4245	NOVER ENGELSTEIN & ASSOC, INC.							
	I-M2022	NOVER ENGELSTEIN & ASSOC, INC.	R	11/16/2021		600.00CR	097182	600.00
0966	OLD DOMINION BRUSH							
	I-7768858	OLD DOMINION BRUSH	R	11/16/2021		337.56CR	097183	337.56
8327	OSBURN ASSOCIATES INC							
	I-288383	OSBURN ASSOCIATES INC	R	11/16/2021		6,092.00CR	097184	6,092.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-185702	OSHKOSH FIRE & POLICE EQUIPMEN	R	11/16/2021		3,564.54CR	097185	
	I-185777	OSHKOSH FIRE & POLICE EQUIPMEN	R	11/16/2021		30,879.00CR	097185	34,443.54
5222	P J KORTENS & CO INC							
	I-10023254	P J KORTENS & CO INC	R	11/16/2021		3,109.85CR	097186	
	I-10023256	P J KORTENS & CO INC	R	11/16/2021		905.00CR	097186	
	I-10023257	P J KORTENS & CO INC	R	11/16/2021		267.43CR	097186	
	I-10023259	P J KORTENS & CO INC	R	11/16/2021		9,595.00CR	097186	13,877.28
0197	PACKER CITY INTL TRUCKS INC							
	I-X101150059:01	PACKER CITY INTL TRUCKS INC	R	11/16/2021		74.00CR	097187	
	I-X101150121:01	PACKER CITY INTL TRUCKS INC	R	11/16/2021		56.51CR	097187	
	I-X101150402:01	PACKER CITY INTL TRUCKS INC	R	11/16/2021		74.00CR	097187	
	I-X101150465:01	PACKER CITY INTL TRUCKS INC	R	11/16/2021		35.10CR	097187	239.61
1331	PACKER FASTENER & SUPPLY INC							
	I-642285	PACKER FASTENER & SUPPLY INC	R	11/16/2021		27.09CR	097188	27.09
4159	POLLARDWATER							
	I-202302	POLLARDWATER	R	11/16/2021		1,599.60CR	097189	
	I-202304	POLLARDWATER	R	11/16/2021		100.50CR	097189	1,700.10
0208	POMP'S TIRE SERVICE INC							
	I-90074459	POMP'S TIRE SERVICE INC	R	11/16/2021		490.41CR	097190	490.41
1246	PREVEA HEALTH							
	I-135102	PREVEA HEALTH	R	11/16/2021		413.85CR	097191	413.85

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0395	PRO ONE JANITORIAL INC I-177259	PRO ONE JANITORIAL INC	R	11/16/2021		1,580.00CR	097192	1,580.00
7923	QUEST DIAGNOSTICS I-T 1411750	QUEST DIAGNOSTICS	R	11/16/2021		109.62CR	097193	109.62
0228	RENT A FLASH OF WISCONSIN INC I-78039 I-78040 I-78178	RENT A FLASH OF WISCONSIN INC RENT A FLASH OF WISCONSIN INC RENT A FLASH OF WISCONSIN INC	R R R	11/16/2021 11/16/2021 11/16/2021		3,152.40CR 724.88CR 482.85CR	097194 097194 097194	 4,360.13
0158	ROBERT E LEE & ASSOCIATES INC I-80604	ROBERT E LEE & ASSOCIATES INC	R	11/16/2021		1,992.50CR	097195	1,992.50
7088	NEAL SCHWEINER I-202111112252	NEAL SCHWEINER	R	11/16/2021		149.99CR	097196	149.99
8486	SELLMARK CORP I-603779	SELLMARK CORP	R	11/16/2021		6,250.00CR	097197	6,250.00
2953	SHERWIN INDUSTRIES INC I-SS091393	SHERWIN INDUSTRIES INC	R	11/16/2021		1,584.00CR	097198	1,584.00
7482	SHERWIN WILLIAMS CO I-4162-6	SHERWIN WILLIAMS CO	R	11/16/2021		59.66CR	097199	59.66
8350	MATT SMITH I-40235	MATT SMITH	R	11/16/2021		79.00CR	097200	79.00
7762	SMITHGROUP INC I-157303 I-157751	SMITHGROUP INC SMITHGROUP INC	R R	11/16/2021 11/16/2021		21,800.00CR 10,550.00CR	097201 097201	 32,350.00
4094	STATE BAR OF WISCONSIN I-5100362	STATE BAR OF WISCONSIN	R	11/16/2021		264.00CR	097202	264.00
1465	STEEN MACEK PAPER COMPANY I-874135	STEEN MACEK PAPER COMPANY	R	11/16/2021		185.40CR	097203	185.40
0267	TRAFFIC & PARKING CONTROL INC I-I710504	TRAFFIC & PARKING CONTROL INC	R	11/16/2021		905.00CR	097204	905.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0268	TRUCK EQUIPMENT INC I-973745-00	TRUCK EQUIPMENT INC	R	11/16/2021		860.17CR	097205	860.17
6900	TURRIFF PLUMBING INC. I-473	TURRIFF PLUMBING INC.	R	11/16/2021		1,193.06CR	097206	1,193.06
0277	VAN'S FIRE & SAFETY INC I-4153305 I-4153306	VAN'S FIRE & SAFETY INC VAN'S FIRE & SAFETY INC	R	11/16/2021		61.15CR	097207	
			R	11/16/2021		137.85CR	097207	199.00
8430	VANDEN LANGENBERG CONST LLC I-202111112253 I-202111112254	VANDEN LANGENBERG CONST LLC VANDEN LANGENBERG CONST LLC	R	11/16/2021		6,060.00CR	097208	
			R	11/16/2021		6,476.00CR	097208	12,536.00
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC I-6623 I-7269	VANDEN PLAS PORTABLE SOLUTIONS VANDEN PLAS PORTABLE SOLUTIONS	R	11/16/2021		137.00CR	097209	
			R	11/16/2021		137.00CR	097209	274.00
1355	RONALD J VANPRICE I-202111112255	RONALD J VANPRICE	R	11/16/2021		463.13CR	097210	463.13
3707	VIKING ELECTRIC SUPPLY I-S005000043.002 I-S005088955.001	VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY	R	11/16/2021		50.15CR	097211	
			R	11/16/2021		123.82CR	097211	173.97
0919	VOGELS BUCKMAN APPRAISAL GROUP INC I-2087 I-2088	VOGELS BUCKMAN APPRAISAL GROUP VOGELS BUCKMAN APPRAISAL GROUP	R	11/16/2021		2,000.00CR	097212	
			R	11/16/2021		2,000.00CR	097212	4,000.00
5892	VONBRIESEN & ROPER SC I-371238	VONBRIESEN & ROPER SC	R	11/16/2021		577.50CR	097213	577.50
8284	KATY WANTA I-202111112256	KATY WANTA	R	11/16/2021		94.92CR	097214	94.92
0282	WESCO DISTRIBUTION INC I-408715	WESCO DISTRIBUTION INC	R	11/16/2021		220.42CR	097215	220.42
1896	MIKE WESSLEY I-202111112257	MIKE WESSLEY	R	11/16/2021		63.14CR	097216	63.14
6469	WI DOCUMENT IMAGING I-149073	WI DOCUMENT IMAGING	R	11/16/2021		537.32CR	097217	537.32

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0582	WI EMPLOYMENT RELATIONS COMMISSION							
	I-425-0000000530	WI EMPLOYMENT RELATIONS COMMIS	R	11/16/2021		400.00CR	097218	400.00
1181	WI PARK AND RECREATION ASSOC							
	I-3239	WI PARK AND RECREATION ASSOC	R	11/16/2021		1,048.00CR	097219	1,048.00
7783	WINCRAFT INC							
	I-477641	WINCRAFT INC	R	11/16/2021		284.31CR	097220	284.31
7857	WISCNET							
	I-18676	WISCNET	R	11/16/2021		1,800.00CR	097221	1,800.00
1547	JADE WITT							
	I-202111112258	JADE WITT	R	11/16/2021		50.38CR	097222	50.38

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	107	0.00	724,473.16	724,473.16
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:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	108	0.00	724,473.16	724,473.16

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	11/2021	137,953.86CR
201	11/2021	41,714.29CR
209	11/2021	1,476.78CR
260	11/2021	4,991.50CR
285	11/2021	4,707.50CR
290	11/2021	16,794.50CR
291	11/2021	622.00CR
292	11/2021	622.00CR
293	11/2021	622.00CR
294	11/2021	622.00CR
295	11/2021	622.00CR
297	11/2021	1,618.00CR
405	11/2021	123,380.82CR
415	11/2021	91,395.79CR
601	11/2021	209,750.13CR
650	11/2021	87,579.99CR
=====		
ALL		724,473.16CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 16, 2021

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
