Common Council

Regular Meeting

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

Agenda

Tuesday, November 15, 2022 | **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 15, 2022** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

This meeting may also be rebroadcast on TV throughout the week and available on demand at http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the November 1, 2022 Common Council meeting.
4. Public Hearing on the request to rezone Parcels WD-D0034 and WD-D0035 at 2000 Blk Lawrence Dr from C-EO (Corporate Executive Office District) to R-1 PDD (Single Family Residential District with a Planned Development District Overlay).

   A. Notice of Public Hearing.

   B. Recommendation from the Plan Commission.

   C. Ordinance #22-11 Rezoning Certain Property from C-EO Corporate-Executive Office District to R-1 PDD Single Family Residence District with a Planned Development District Overlay (Parcels WD-D0034 and WD-D0035; 200 Block Lawrence Drive).
5. Public Hearing on the proposed Budget for calendar year 2023.

   A. Presentation of 2023 Budget.

   B. Notice of Public Hearing.

   C. Approval of proposed 2023 Budget.

   D. Resolution #22-87 Adoption of Tax Levy for City Purposes to Support the 2023 City Budget.
6. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC

7. Commendation for photo contest winners.
8. Proclamation celebrating 15 years of Sister City partnership with Åmål, Sweden.
9. Recommendation from Plan Commission to approve a 4 lot certified survey map at 2000 BLK Lawrence DR (Parcel WD-D0034).
10. Recommendation from the Board of Park Commissioners to Accept a Donation from De Pere Baseball for Diamond Improvements valued at $10,968.
11. Recommendation from the Board of Park Commissioners to Approve Changes to the Beer Garden Sponsorship Plan.
12. Recommendation from the Board of Public Works to approve City of De Pere Cluster Mailbox Unit Informational Guide and Policy
13. Recommendation of Finance/Personnel Committee to Approve Various Credit Limit Increases for City Credit Cards.
14. Recommendation of Finance/Personnel Committee to Approve Purchase of Digital Juice Subscription.
15. Recommendation from the Business Improvement District Board to Approve the De Pere Business Improvement District 2023 Operating Plan.
16. Ordinance #22-12 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations (Schedule G Parking).
17. Resolution #22-88 Approving Amendment #1 to the Solid Waste Management Services Agreement with Brown County.
18. Resolution #22-89 Authorizing Extension of Consulting Services Agreement Between the City of De Pere and Robert E. Lee and Associates, Inc. (2023 Consulting Services).
19. Resolution #22-90 Authorizing Agreement for Contractor Services Between the City of De Pere and GFL Environmental Services USA, Inc. (2023-2025 Garbage & Recycling Dumpster Collection Services).
20. Voucher approval.
21. Future agenda items.
22. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library

De Pere Chamber of Commerce
William F Donart
Benjamin D Klemp
Michael S Schneider
Preserve Development LLC
Gary L Tranberg
Raythern Thao
Ruthanne E Dahlke, Etal
VHC Inc
Michelle L Schadrie, Etal
Rohde Kevin J Revocable Trust of 2017
Encompass Child Care Inc
Crosspoint Church Inc
Kenneth G Marvenko
DDH LLC
Saint Mark Evangelical Lutheran Church
Kolb Steven J & Alice M Revocable Trust
Douglas Bergan
Michelle & Timothy J Stevens
Karmyn Korte
Adam Jackson
Jennifer Egen
Rae Boettcher
Peter Koury

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the November 1, 2022 Common Council meeting.**

ATTACHMENTS:

- 11-1-22 Common Council Minutes_Draft (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, November 1, 2022 | 7:30 PM | Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the October 18, 2022 Common Council meeting.

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

4. Public Hearing on the request to designate the following as a local Historic Structure: Parcel ED-139 at 933 Oakdale Av.

A. Notice of Public Hearing.

City Clerk Carey Danen reported that the notice of public hearing was published in the Green Bay Press Times on October 21, 2022.

B. Recommendation from Historic Preservation Commission to approve locally designating the "George E. Bowman House" (house only) at 933 Oakdale AV as a local historic structure (Parcel ED-139).

Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed. Senior Planner Peter Schleinz explained that there is no financial benefit to the property owner for a local designation. Any exterior renovations must be approved by the Historic Preservation Commission, and the designation does transfer to future owners.

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

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

   None.

6. Recommendation from Plan Commission to approve a 3 lot preliminary extraterritorial plat of Shady Court Subdivision at 2400 BLK Little Rapids RD in the Town of Lawrence (Parcel L-458-7).

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

7. Recommendation and Approval to Confirm Appointment of Anthony Wachewicz to Position of City Attorney.

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

8. Voucher approval.

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

9. Future agenda items.

   None.

10. Adjournment.

    Alderperson Raasch moved, seconded by Alderperson Ledvina to adjourn at the meeting at 7:42 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 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing on the request to rezone Parcels WD-D0034 and WD-D0035 at 2000 Blk Lawrence Dr from C-EO (Corporate Executive Office District) to R-1 PDD (Single Family Residential District with a Planned Development District Overlay).**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice_2000 Blk Lawrence Dr_Nov 22 (PDF)

Publish: October 28, 2022 and November 4, 2022 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, November 15, 2022** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request to rezone the following property:

Parcels WD-D0034 and WD-D0035 at 2000 BLK Lawrence DR, approximately 390.0 feet southwest from the Lawrence DR and Employers BL intersection, from C-EO (Corporate Executive Office District) to R-1 PDD (Single Family Residential District with a Planned Development District overlay).

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

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

Dated this 25th day of October, 2022.

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 15, 2022**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**B. Recommendation from the Plan Commission.**

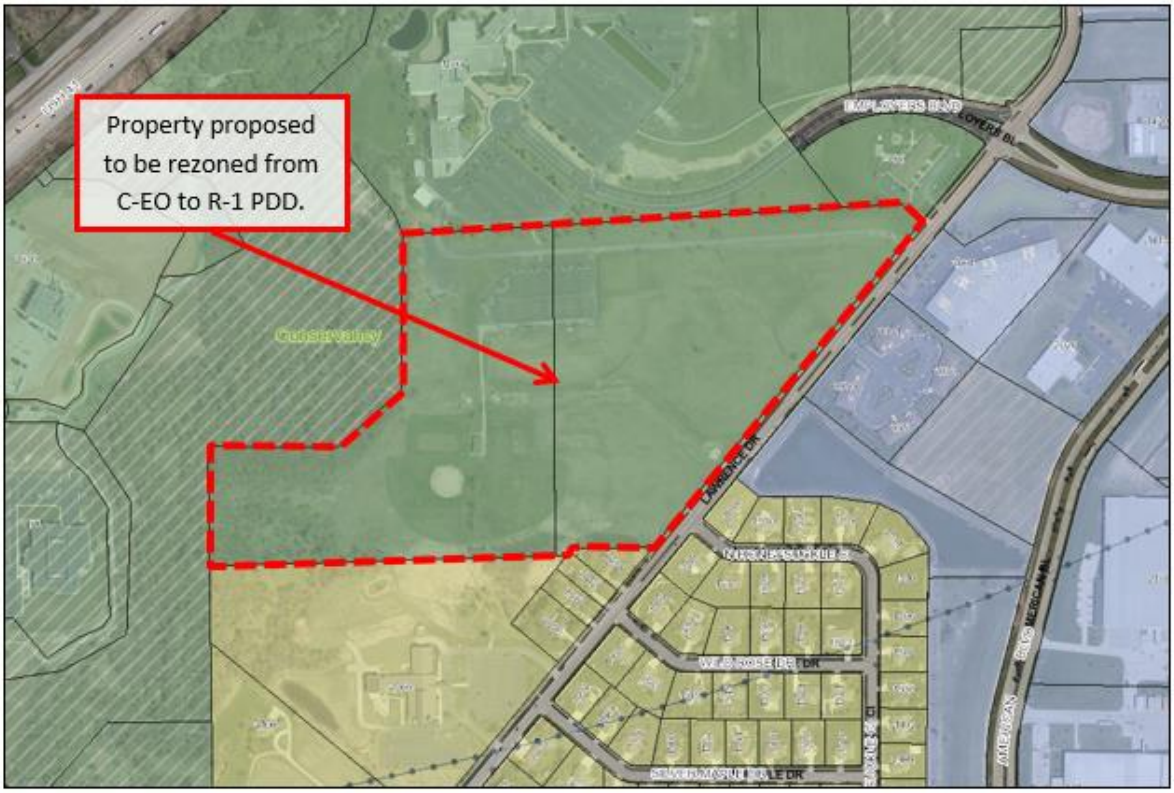
On October 24, 2022, Plan Commission unanimously recommended approval of the rezoning by a vote of 5-0.

ATTACHMENTS:

- PC Report - Rezoning (PDF)
- Application Form (PDF)
- GDP, Zoning Map, Plat & Maps - Site Plan - 29 Sep 2022 (PDF)

Item 4: **Consideration and possible action to rezone 2000 BLK Lawrence DR (Parcels WD-D0034, WD-D0035) from C-EO (Corporate-Executive Office District) to R-1 PDD (Single Family Residence District with a Planned Development District Overlay). ***

SITE MAP



REQUESTED ACTION: Rezoning Request.

Rezone 2400 BLK Lost Dauphin RD from C-EO to R-1 PDD to allow for single family residential uses.

COMMON DESCRIPTION: 2000 BLK Lawrence DR, southwest from Lawrence DR and Employers BL.

ZONING: C-EO (Corporate-Executive Office).

SURROUNDING LAND USES: Business Park to the north (C-EO), and east (I-B-1).
Residential and church to the south (R-1).
Park and conservancy to the east (C-EO, C-EO PDD).

COMPREHENSIVE PLAN: Neighborhood Residential (Including Multi-Family), Multi-Family Residential, Business Park.

APPLICANT/OWNER:

<u>Authorized Representative</u>
Brandon Robaidek, PE
Robert E Lee & Associates INC
1250 Centennial Centre BL
Hobart, WI 54155

<u>Property Owner</u>
Preserve Development LLC
3346 Pine Tree RD
Hobart, WI 54155

LAND USE HISTORY: After a review of air photographs, the northwest end of the vacant site was

developed for a park in the 1980's.

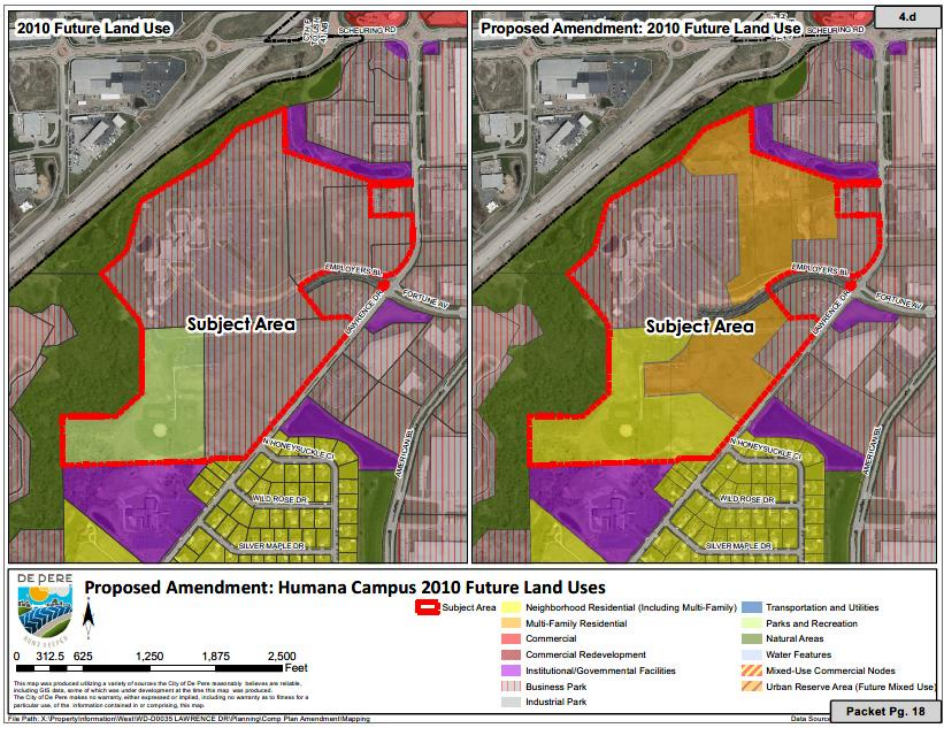
STAFF REVIEW:

When reviewing a rezoning request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan, desired development patterns, and surrounding land uses, including matching adjacent existing uses.

Comprehensive Plan

An amendment to the 2010 Comprehensive Plan Future Land Uses Map (Figure 2-6) was approved by Common Council on July 6, 2021. The amendment allowed for diversity in land uses within an area that was largely zoned C-EO. The amendment allowed for opportunities to develop the property with a mixture of uses, including commercial office/retail, along with a mixture of residential uses made up of low and higher densities. By creating a mixture of uses and appropriately placing them within the development lands, the area could develop cohesively into a lifestyle center where individuals have the opportunity to live and work amongst a diverse amount of housing styles and employment sectors. The amendment was intended to bring high quality development to the area that compliments existing, as well as future development. The addition of single-family residential zoning to this area also would buffer existing single-family development, located to the south of the property, along with those single-family properties along Honeysuckle Circle.

The July 6, 2021 approved change to the Comprehensive Plan:



Desired Development Patterns

The zoning, if changed to R-1 PDD, allows for the development of single-family dwellings. Other uses are also allowed including schools, churches, recreational facilities, day care centers, etc. An accompanying concept plat identifies that the proposed uses will be single family residential and a neighborhood clubhouse, matching proposed development patterns with future street connections to Lawrence DR and Employers BL. The proposed zoning matches the details that the petitioner presented to Plan Commission during a Pre-Application consult on March 28, 2022.

Neighbor Outreach

All property owners within 300 feet of the subject area have been notified of this application via mail. No comments were received as of the time this report was written.

Proposed PDD Changes to R-1 Zoning:

The following table summarizes the PDD changes to standard R-1 zoning.

Minimum Criteria	R-1 Municipal Code Requirement	R-1 PDD Proposed Requirement
Lot Area	10,000 SF	5,000 SF
Lot Width	85’	39’
Front Yard Setback	30’	15’
Corner Side Yard Setback	30’	15’
Interior Side Yard Setback	10’	5’
Rear Yard Setback	30’	20’
Clubhouse/Shared Use	Publicly Owned	Privately Owned

STAFF RECOMMENDATION: Staff recommends APPROVAL of the request to rezone 2000 BLK Lawrence DR from C-EO (Corporate-Executive Office District) to R-1 PDD (Single Family Residence District with a Planned Development District Overlay), subject to the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.

DE PERE
RUNS DEEPER

CITY OF DE PERE

APPLICATION FOR REZONING

CITY OF DE PERE RECEIVED OCT 12 2022 PLANNING DEPT.

Fee: $ 305.00

Receipt #: 176463

Date: 10-12-22

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
Robert E Lee and Associates, Inc.	Brandon Robaidek	PE	
Mailing Address	**City**	**State**	**ZIP Code**
1250 Centennial Centre Blvd	Hobart	WI	54155
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
brobaidek@releeinc.com	920-662-9641		

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Preserve Development, LLC.	Bill Kingston		
Mailing Address	**City**	**State**	**ZIP Code**
3346 Pine Tree Road	Hobart	WI	54155
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
bkingston@draco-pm.com	414-651-5077		

SECTION 3: Project or Site Location

Project Address/Description	Parcel Number(s):
2000 Block of Lawrence Drive, Southwest from Employers Bl and Lawrence Dr Int	WD-D0034,WD-D0035,WD-D0031

SECTION 4: Proposed Rezoning Use

Existing Zoning:	C-EO, Corporate Executive Office		
Proposed Zoning:	R-1 with PDD Overlay		
Adjacent Zoning: North	Adjacent Zoning: South	Adjacent Zoning: West	Adjacent Zoning: East
C-EO	R-1	C-EO with PDD Overlay	I-B-1
Present Use of Parcel	Commercial Development and Park		
Proposed Use of Parcel	Single Family Subdivision		

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Brandon Robaidek	P.E.	920-662-9641
Signature of Applicant		**Date Signed**
		8-19-22

Attached additional sheets if necessary.

GENERAL DEVELOPMENT PLAN – Parcel WD-D0031, WD-D0034 and WD-D0035

Project Description:

The proposed development includes 80-85 single-family lots and 8 outlots on three different proposed streets along with a clubhouse that will have a community room, kitchen, exercise room, game room and more on Parcels WD-D0031, WD-D0034 and WD-D0035. The development will require connections to public watermain and sanitary sewer along Lawrence Drive and Employers Blvd and will be treated by two regional detention ponds. The roadways will be constructed to City of De Pere standards.

Zoning:

Existing Parcel Zoning: The existing zoning is C-EO, Corporate Executive Office, and is designed to provide large scale office development in an elite campus-type environment.

Proposed Parcel Zoning: The proposed rezoning is to R-1, Single Family Residence District which is designed to accommodate single family homes and compatible uses that are characteristics of low-density residential neighborhoods. The proposed zoning will also contain a PDD overlay which is intended to promote the maximum benefit for coordinated area site planning, diversified location of structures, provide for safe and efficient system of pedestrian and vehicular traffic, economic design, and location of public and private utilities, and assure adequate standards of construction and planning.

Adjacent zoning: The property to the North is C-EO, South is R-1, East is I-B-1 and West is C-EO with PDD Overlay.

PDD:

We are proposing that the PDD overlay for the proposed “The Preserve” Plat and the proposed 4 lot CSM include the below variations from the proposed R-1 zoning to fit the proposed development.

1. Minimum Lot Area Square Footage
    a. R-1 zoning: 10,000 square feet
    b. PDD overlay request: 5,000 square feet
2. Minimum Lot Width
    a. R-1 zoning: 85 feet
    b. PDD overlay request: 39 feet (on bend)
3. Minimum Front Yard Setback
    a. R-1 zoning: 30 feet
    b. PDD overlay request: 15 feet
4. Corner Side Yard Setback
    a. R-1 zoning: 30 feet
    b. PDD overlay request: 15 feet

5. Minimum Side Yard Setback
    a. R-1 zoning: 10 feet
    b. PDD overlay request: 5 feet
6. Minimum Rear Yard Setback
    a. R-1 zoning: 30 feet
    b. PDD overlay request: 20 feet
7. Allowance of a club house/shared use facility.

All other requirements will remain permitted under the R-1 zoning.

Summary:

The proposed roadways and utilities will be constructed to meet City of De Pere standards and will be inspected prior to transfer of these “dedicated to the public areas” over to the City.



This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

Part of Brown County WI

Map printed on 9/14/2022

1:4,800
1 inch = 400 feet*
1 inch = 0.0758 miles*
original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

Brown County Planning & Land Services

REZONE LEGAL DESCRIPTION (WD-D0034 & WD-D0035)

Parts of the Northeast 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4, all in Section 31, and part of the Northwest 1/4 of the Southwest 1/4 of Section 32, all located in Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of said Section 31; thence N00°03'18"E, 2646.09 feet on the east line of said Southeast 1/4 to the East 1/4 corner of said Section 31, the POINT OF BEGINNING; thence S50°28'50"E, 104.51 feet on the north line of said Lot 1 to the west right of way of Lawrence Drive; thence S39°31'10"W, 1640.05 feet on said west right of way; thence S89°40'10"W, 308.28 feet on the north line of lands described in Document Number 2397139; thence S39°31'10"W, 36.29 feet on the west line of said lands and continuing on the west line of lands described in Document Number 1775115 to the south line of said Northeast 1/4 of the Southeast 1/4; thence S88°18'00"W, 1385.91 feet on said south line and continuing on the south line of said Northwest 1/4 of the Southeast 1/4 to the southwest corner thereof; thence N00°48'06"W, 464.04 feet on the west line of said Northwest 1/4 of the Southeast 1/4 to a north line of lands described as Parcel D in Document Number 2970378; thence S89°34'37"E, 504.97 feet on said north line; thence N48°02'38"E, 328.67 feet on said north line to a west line of said lands; thence N00°27'16"E, 603.19 feet on said west line to the east-west quarter line of said Section 31; thence N86°27'52"E, 1935.70 feet on said east-west quarter line to the Point of Beginning.

Said parcel contains 2,295,225 Square Feet (52.691 Acres) of land more or less.

PRELIMINARY PLAT
THE KINGSTON PRESERVE
A PLANNED DEVELOPMENT DISTRICT

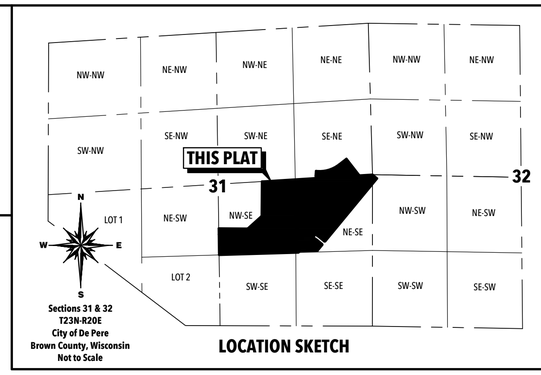
ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER XXXX, LOCATED IN PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ AND PARTS OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHEAST ¼, ALL IN SECTION 31, AND PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

PARCEL AREA TABLE

PARCEL #	AREA	PARCEL #	AREA	PARCEL #	AREA
1	15,528 SQ. FT.	29	29,364 SQ. FT.	57	12,334 SQ. FT.
2	8,630 SQ. FT.	30	12,816 SQ. FT.	58	17,375 SQ. FT.
3	9,062 SQ. FT.	31	11,543 SQ. FT.	59	15,853 SQ. FT.
4	8,921 SQ. FT.	32	10,010 SQ. FT.	60	12,769 SQ. FT.
5	8,927 SQ. FT.	33	13,291 SQ. FT.	61	8,260 SQ. FT.
6	8,930 SQ. FT.	34	11,751 SQ. FT.	62	8,122 SQ. FT.
7	9,528 SQ. FT.	35	11,586 SQ. FT.	63	11,137 SQ. FT.
8	9,517 SQ. FT.	36	10,392 SQ. FT.	64	7,975 SQ. FT.
9	8,173 SQ. FT.	37	10,532 SQ. FT.	65	7,975 SQ. FT.
10	8,173 SQ. FT.	38	7,975 SQ. FT.	66	7,975 SQ. FT.
11	9,652 SQ. FT.	39	7,975 SQ. FT.	67	8,700 SQ. FT.
12	9,503 SQ. FT.	40	7,975 SQ. FT.	68	8,700 SQ. FT.
13	8,847 SQ. FT.	41	7,975 SQ. FT.	69	7,975 SQ. FT.
14	7,975 SQ. FT.	42	7,975 SQ. FT.	70	7,975 SQ. FT.
15	7,975 SQ. FT.	43	7,975 SQ. FT.	71	7,975 SQ. FT.
16	7,975 SQ. FT.	44	7,975 SQ. FT.	72	15,267 SQ. FT.
17	9,030 SQ. FT.	45	7,975 SQ. FT.	73	8,561 SQ. FT.
18	11,586 SQ. FT.	46	7,975 SQ. FT.	74	8,660 SQ. FT.
19	14,100 SQ. FT.	47	7,975 SQ. FT.	75	7,721 SQ. FT.
20	14,681 SQ. FT.	48	11,131 SQ. FT.	76	8,775 SQ. FT.
21	16,187 SQ. FT.	49	13,514 SQ. FT.	77	9,474 SQ. FT.
22	14,427 SQ. FT.	50	8,700 SQ. FT.	78	12,994 SQ. FT.
23	10,308 SQ. FT.	51	8,700 SQ. FT.	79	9,344 SQ. FT.
24	7,975 SQ. FT.	52	7,975 SQ. FT.	80	8,788 SQ. FT.
25	7,975 SQ. FT.	53	7,975 SQ. FT.	81	8,632 SQ. FT.
26	9,425 SQ. FT.	54	7,975 SQ. FT.	82	30,818 SQ. FT.
27	7,975 SQ. FT.	55	8,102 SQ. FT.		
28	13,070 SQ. FT.	56	10,868 SQ. FT.		

TROY E HEWITT S-2831 GREEN BAY WISCONSIN LAND SURVEYOR

9/15/22



Sections 31 & 32
T23N-R20E
City of De Pere
Brown County, Wisconsin
Not to Scale

LOCATION SKETCH

ZONING
R-1, Single Family Resident District
Planned Development District Overlay

MINIMUM LOT AREA AS PLATTED
7,721 Sq.Ft.
0.177 Acres

NUMBER OF LOTS
82 Lots
7 Outlots

OWNER
Preserve Development, LLC
3346 S. Pine Tree Road
Hobart, WI 54155

PLATTED AREA DEDICATED TO THE PUBLIC
263,690 Square Feet
6.053 Acres

PLATTED AREA
2,407,892 Square Feet
55.278 Acres

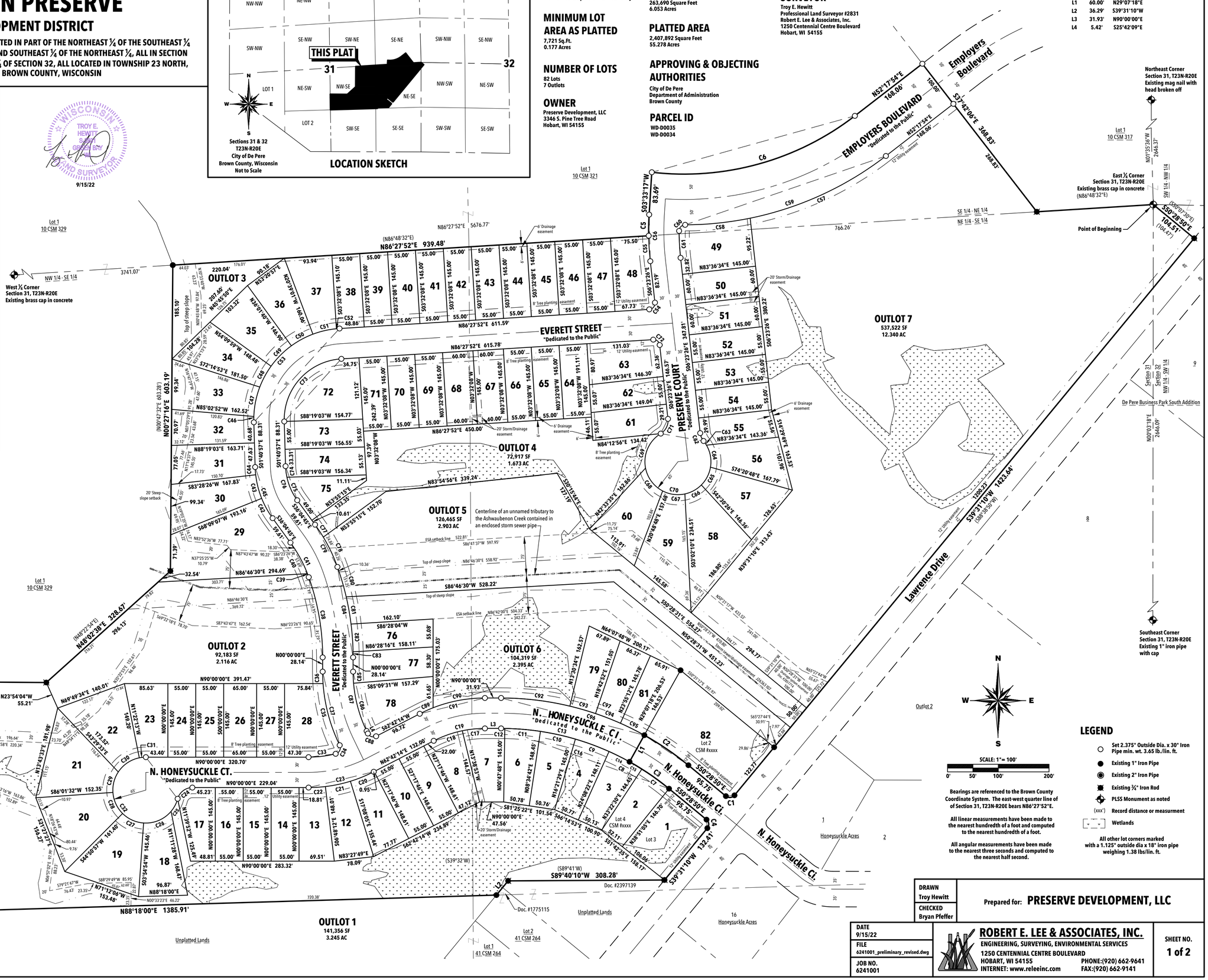
APPROVING & OBJECTING AUTHORITIES
City of De Pere
Department of Administration
Brown County

PARCEL ID
WD-D0035
WD-D0034

SURVEYOR
Troy E. Hewitt
Professional Land Surveyor #2831
Robert E. Lee & Associates, Inc.
1250 Centennial Centre Boulevard
Hobart, WI 54155

Line Table

Line #	Length	Direction
L1	60.00'	N29°07'18"E
L2	36.29'	S39°31'10"W
L3	31.93'	N90°00'00"E
L4	5.42'	S25°42'09"E



SCALE: 1"= 100'
0' 50' 100' 200'

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

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

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

LEGEND
- Set 2.375" Outside Dia. x 30" Iron Pipe min. wt. 3.65 lb./lin. ft.
- Existing 1" Iron Pipe
- Existing 2" Iron Pipe
- Existing ¾" Iron Rod
- PLSS Monument as noted
- (xxx') Record distance or measurement
- Wetlands

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

DRAWN	Troy Hewitt
CHECKED	Bryan Pfeffer
DATE	9/15/22
FILE	6241001_preliminary_revised.dwg
JOB NO.	6241001

Prepared for: **PRESERVE DEVELOPMENT, LLC**

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

SHEET NO. 1 of 2

PRELIMINARY PLAT
THE KINGSTON PRESERVE
A PLANNED DEVELOPMENT DISTRICT

ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER XXXX, LOCATED IN PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ AND PARTS OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHEAST ¼, ALL IN SECTION 31, AND PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	90°00'00"	12.00'	18.85'	N84°31'10"E	16.97'	S50°28'50"E	N39° 31' 10"E
C2	10°23'52"	580.00'	105.26'	N55°40'46"W	105.11'	N50°28'50"W	N60° 52' 42"W
C3	7°16'32"	520.00'	66.03'	N54°07'06"W	65.99'	N50°28'50"W	N57° 45' 21"W
C4	90°00'00"	12.00'	18.85'	N05°28'50"W	16.97'	N39°31'10"E	N50° 28' 50"W
C5	4°30'14"	530.00'	41.66'	S01°18'10"W	41.65'	S03°33'17"W	S00° 56' 57"E
C6	44°21'40"	550.00'	425.84'	N74°28'44"E	415.28'	S83°20'26"E	N52° 17' 54"E
C7	7°16'32"	520.00'	66.03'	N54°07'06"W	65.99'	N50°28'50"W	N57° 45' 21"W
C8	8°06'17"	520.00'	73.56'	N61°48'30"W	73.49'	N57°45'21"W	N65° 51' 38"W
C9	7°46'53"	520.00'	70.62'	S69°45'05"E	70.57'	S73°38'31"E	S65° 51' 38"E
C10	7°46'46"	520.00'	70.61'	S77°31'55"E	70.55'	S81°25'18"E	S73° 38' 31"E
C11	7°46'55"	520.00'	70.63'	S85°18'45"E	70.57'	S89°12'12"E	S81° 25' 18"E
C12	39°31'10"	520.00'	358.67'	N70°14'25"W	351.60'	N50°28'50"W	N90° 00' 00"W
C13	29°07'18"	520.00'	264.30'	N75°26'21"W	261.46'	N60°52'42"W	N90° 00' 00"W
C14	4°58'56"	520.00'	45.22'	N63°22'10"W	45.20'	N60°52'42"W	N65° 51' 38"W
C15	3°07'21"	520.00'	28.34'	N59°19'02"W	28.34'	N57°45'21"W	N60° 52' 42"W
C16	39°31'10"	520.00'	358.67'	N70°14'25"W	351.60'	N50°28'50"W	N90° 00' 00"W
C17	11°40'37"	220.00'	44.84'	S84°09'42"W	44.76'	N90°00'00"W	S78° 19' 23"W
C18	15°37'10"	220.00'	59.97'	S70°30'48"W	59.79'	S78°19'23"W	S62° 42' 14"W
C19	27°17'46"	220.00'	104.81'	S76°21'07"W	103.82'	N90°00'00"W	S62° 42' 14"W
C20	10°09'41"	280.00'	49.66'	N67°47'04"E	49.59'	N72°51'55"E	N62° 42' 14"E
C21	10°19'54"	280.00'	50.49'	N78°01'51"E	50.42'	N83°11'48"E	N72° 51' 55"E
C22	6°48'12"	280.00'	33.25'	N86°35'54"E	33.23'	N90°00'00"E	N83° 11' 48"E
C23	27°17'46"	280.00'	133.39'	N76°21'07"E	132.14'	N90°00'00"E	N62° 42' 14"E
C24	74°44'33"	30.00'	39.14'	S52°37'44"W	36.42'	N90°00'00"W	S15° 15' 27"W
C25	24°47'31"	65.00'	28.13'	N27°39'13"E	27.91'	N40°02'58"E	N15° 15' 27"E
C26	53°51'56"	65.00'	61.11'	N66°58'56"E	58.88'	S86°05'06"E	N40° 02' 58"E
C27	40°56'03"	65.00'	46.44'	S65°37'05"E	45.46'	S45°09'03"E	S86° 05' 06"E
C28	41°10'36"	65.00'	46.71'	S24°33'45"E	45.71'	S03°58'28"E	S45° 09' 03"E
C29	37°25'52"	65.00'	42.46'	S14°44'28"W	41.71'	S33°27'24"W	S03° 58' 28"E
C30	45°10'23"	65.00'	51.25'	S56°02'35"W	49.93'	S78°37'47"W	S33° 27' 24"W
C31	11°22'13"	65.00'	12.90'	S84°18'53"W	12.88'	N90°00'00"W	S78° 37' 47"W
C32	254°44'33"	65.00'	289.00'	S37°22'16"E	103.31'	N90°00'00"W	N15° 15' 27"E
C33	14°03'19"	220.00'	53.97'	N82°58'21"E	53.83'	N90°00'00"E	N75° 56' 41"E
C34	102°01'11"	12.00'	21.37'	S24°56'06"W	18.65'	S75°56'41"W	S26° 04' 29"E
C35	21°58'56"	330.00'	126.61'	S15°05'01"E	125.83'	S04°05'33"E	S26° 04' 29"E
C36	4°05'33"	330.00'	23.57'	S02°02'47"E	23.57'	S00°00'00"E	S04° 05' 33"E
C37	26°04'29"	330.00'	150.18'	S13°02'15"E	148.89'	S00°00'00"E	S26° 04' 29"E
C38	19°39'58"	470.00'	161.32'	N09°49'59"W	160.53'	N00°00'00"E	N19° 39' 58"W
C39	1°33'34"	270.00'	7.35'	N20°26'45"W	7.35'	N19°39'58"W	N21° 13' 32"W
C40	14°51'13"	270.00'	70.00'	N28°39'08"W	69.80'	N21°13'32"W	N36° 04' 45"W
C41	16°24'47"	270.00'	77.34'	N27°52'21"W	77.08'	N19°39'58"W	N36° 04' 45"W
C42	14°13'52"	180.00'	44.71'	S28°57'49"E	44.59'	S21°50'53"E	S36° 04' 45"E
C43	15°19'19"	180.00'	48.14'	S14°11'13"E	47.99'	S06°31'34"E	S21° 50' 53"E
C44	4°50'37"	180.00'	15.22'	S04°06'15"E	15.21'	S01°40'57"E	S06° 31' 34"E
C45	34°23'48"	180.00'	108.06'	S18°52'51"E	106.44'	S01°40'57"E	S36° 04' 45"E
C46	3°39'02"	180.00'	11.47'	S00°08'34"W	11.47'	S01°58'05"W	S01° 40' 57"E
C47	18°55'55"	180.00'	59.48'	S11°26'02"W	59.21'	S20°53'59"W	S01° 58' 05"W
C48	14°56'01"	180.00'	46.92'	S28°22'00"W	46.78'	S35°50'01"W	S20° 53' 59"W
C49	18°08'19"	180.00'	56.98'	S44°54'10"W	56.75'	S53°58'20"W	S35° 50' 01"W

Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C50	15°22'40"	180.00'	48.31'	S61°39'40"W	48.17'	S69°20'59"W	S53° 58' 20"W
C51	15°09'35"	180.00'	47.63'	S76°55'47"W	47.49'	S84°30'35"W	S69° 20' 59"W
C52	1°57'18"	180.00'	6.14'	S85°29'14"W	6.14'	S86°27'52"W	S84° 30' 35"W
C53	88°08'49"	180.00'	276.92'	S42°23'28"W	250.41'	S86°27'52"W	S01° 40' 57"E
C54	92°51'18"	12.00'	19.45'	N40°02'13"E	17.39'	N86°27'52"E	N06° 23' 26"W
C55	5°26'29"	530.00'	50.33'	S03°40'12"E	50.31'	S00°56'57"E	S06° 23' 26"E
C56	9°56'43"	530.00'	92.00'	S01°25'05"E	91.88'	S03°33'17"W	S06° 23' 26"E
C57	26°09'26"	650.00'	296.74'	N65°22'37"E	294.17'	N78°27'20"E	N52° 17' 54"E
C58	11°22'14"	650.00'	129.00'	N84°08'27"E	128.78'	N89°49'34"E	N78° 27' 20"E
C59	37°31'40"	650.00'	425.74'	N71°03'44"E	418.17'	N89°49'34"E	N52° 17' 54"E
C60	89°44'25"	12.00'	18.80'	S44°57'21"W	16.93'	S89°49'34"W	S00° 05' 08"W
C61	6°28'35"	470.00'	53.13'	S03°09'09"E	53.10'	S00°05'08"W	S06° 23' 26"E
C62	32°37'54"	30.00'	17.09'	S22°42'23"E	16.86'	S06°23'26"E	S39° 01' 20"E
C63	8°50'55"	65.00'	10.04'	N34°35'52"W	10.03'	N30°10'25"W	N39° 01' 20"W
C64	39°35'41"	65.00'	44.92'	N10°22'34"W	44.03'	N09°25'16"E	N30° 10' 25"W
C65	35°15'12"	65.00'	39.99'	N27°02'52"E	39.37'	N44°40'29"E	N09° 25' 16"E
C66	33°02'45"	65.00'	37.49'	N61°11'51"E	36.97'	N77°43'14"E	N44° 40' 29"E
C67	39°47'15"	65.00'	45.14'	S82°23'09"E	44.24'	S62°29'32"E	N77° 43' 14"E
C68	51°19'24"	65.00'	58.22'	S36°49'50"E	56.30'	S11°10'08"E	S62° 29' 32"E
C69	69°52'49"	65.00'	79.28'	S23°46'17"W	74.45'	S58°42'41"W	S11° 10' 08"E
C70	277°44'01"	65.00'	315.08'	S80°09'19"E	85.52'	S58°42'41"W	N39° 01' 20"W
C71	65°06'08"	30.00'	34.09'	N26°09'38"E	32.28'	N58°42'41"E	N06° 23' 26"W
C72	87°08'42"	12.00'	18.25'	N49°57'47"W	16.54'	N06°23'26"W	S86° 27' 52"W
C73	88°08'49"	120.00'	184.61'	S42°23'28"W	166.94'	S86°27'52"W	S01° 40' 57"E
C74	10°27'32"	120.00'	21.91'	S06°54'43"E	21.87'	S01°40'57"E	S12° 08' 29"E
C75	23°56'16"	120.00'	50.13'	S24°06'37"E	49.77'	S12°08'29"E	S36° 04' 45"E
C76	34°23'48"	120.00'	72.04'	S18°52'51"E	70.96'	S01°40'57"E	S36° 04' 45"E
C77	5°06'34"	330.00'	29.43'	S33°31'28"E	29.42'	S36°04'45"E	S30° 58' 10"E
C78	11°18'13"	330.00'	65.10'	S25°19'04"E	65.00'	S30°58'10"E	S19° 39' 58"E
C79	16°24'47"	330.00'	94.53'	N27°52'21"W	94.21'	N19°39'58"W	N36° 04' 45"W
C80	6°39'35"	530.00'	61.60'	S16°20'10"E	61.57'	S19°39'58"E	S13° 00' 22"E
C81	5°52'50"	530.00'	54.40'	S10°03'57"E	54.37'	S13°00'22"E	S07° 07' 33"E
C82	5°56'42"	530.00'	54.99'	S04°09'12"E	54.97'	S07°07'33"E	S01° 10' 51"E
C83	1°10'51"	530.00'	10.92'	S00°35'25"E	10.92'	S01°10'51"E	S00° 00' 00"E
C84	19°39'58"	530.00'	181.92'	N09°49'59"W	181.02'	N00°00'00"E	N19° 39' 58"W
C85	4°50'29"	270.00'	22.81'	S02°25'14"E	22.81'	S00°00'00"E	S04° 50' 29"E
C86	20°51'41"	270.00'	98.31'	S15°16'19"E	97.76'	S04°50'29"E	S25° 42' 09"E
C87	25°42'09"	270.00'	121.12'	S12°51'05"E	120.11'	S00°00'00"E	S25° 42' 09"E
C88	91°35'37"	12.00'	19.18'	S71°29'58"E	17.20'	S25°42'09"E	N62° 42' 14"E
C89	5°55'26"	280.00'	28.95'	S65°39'56"W	28.94'	S68°37'39"W	S62° 42' 14"W
C90	21°22'21"	280.00'	104.45'	S79°18'50"W	103.84'	N90°00'00"W	S68° 37' 39"W
C91	27°17'46"	280.00'	133.39'	S76°21'07"W	132.14'	N90°00'00"W	S62° 42' 14"W
C92	13°30'34"	580.00'	136.75'	N83°14'43"W	136.44'	N76°29'26"W	N90° 00' 00"W
C93	5°12'18"	580.00'	52.69'	N73°53'17"W	52.67'	N71°17'08"W	N76° 29' 26"W
C94	5°12'21"	580.00'	52.70'	N68°40'58"W	52.68'	N66°04'48"W	N71° 17' 08"W
C95	5°12'05"	580.00'	52.65'	N63°28'45"W	52.64'	N60°52'42"W	N66° 04' 48"W
C96	29°07'18"	580.00'	294.80'	N75°26'21"W	291.63'	N60°52'42"W	N90° 00' 00"W
C97	39°31'10"	580.00'	400.05'	N70°14'25"W	392.17'	N50°28'50"W	N90° 00' 00"W

UTILITY EASEMENT PROVISIONS

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

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

RESTRICTIVE COVENANTS BETWEEN CITY OF DE PERE AND PROPERTY OWNER

1. **The land on all side and rear lot lines of all lots not included in the drainage easement shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.**
2. **Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.**
3. **No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street lines, a disturbance of survey stake by anyone is a violation of Section 236.32 of the Wisconsin statutes.**
4. **A drainage easement in favor of the city on rear and side lot lines as shown on the plat shall be provided. Such easements shall contain the following restrictions:**
   - A. **Any obstruction to the flow of water, by any means, shall be prohibited.**
   - B. **No structure, earthen berm, dam, erection of other improvement, tree, or landscaping shall be permitted.**
   - C. **The erection of a fence or annual plantings may be allowed provided that same do not obstruct the flow of water.**
   - D. **Grantor is prohibited from changing the grade elevation of the drainage easement from that established by grantee.**
   - E. **Grantee shall have full rights of ingress and egress to carry on and all work in connection with the maintenance and operation in, over, under, and across lands of grantor.**
   - F. **The property covered by said easement shall not be used in any way or manner that will impair the rights of grantee.**
   - G. **The easement shall run with the land, and shall be binding upon the grantees, lessees, successors, heirs and assigns of grantor and grantee.**
   - H. **The easement shall be assignable.**

OWNER'S CERTIFICATE OF DEDICATION:

Preserve Development, LLC, a Wisconsin limited liability company duly organized and by virtue of the laws of the State of Wisconsin, as the property owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Preserve Development, LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

CITY OF DE PERE
BROWN COUNTY
DEPARTMENT OF ADMINISTRATION

Dated this _____ day of _____, 2022.

In the presence of Preserve Development, LLC

By _____

Name: _____

Title: _____

STATE OF WISCONSIN)
_____ _____ COUNTY) SS

Personally came before me this _____ day of _____, 2022, the above named property owner(s) to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____ _____ My commission expires _____
Notary Public, Wisconsin

COMMON COUNCIL APPROVAL CERTIFICATE

Resolved, that the plat of "THE KINGSTON PRESERVE" in the City of De Pere, Preserve Development, LLC, owner, is hereby approved by the Common Council on _____, 2022.

_____ _____
Carey E. Danen, City Clerk Date

CITY OF DE PERE TREASURER'S CERTIFICATE

I, being the duly elected, qualified and acting Treasurer of the City of De Pere, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

_____ _____
Carey E. Danen Date
City of De Pere Treasurer

BROWN COUNTY TREASURER'S CERTIFICATE

I, being the duly elected, qualified and acting Treasurer of Brown County, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

_____ _____
Paul Zeller Date
Brown County Treasurer

SURVEYOR'S CERTIFICATE

I, Troy E. Hewitt, Professional Land Surveyor, hereby certify that by the order and under the direction of Preserve Development, LLC, I have surveyed, divided and mapped a parcel of land being all of Lot 1, Certified Survey Map Number xxxx, located in part of the Northeast 1/4 of the Southeast 1/4 and parts of the Northwest 1/4 of the Southeast 1/4 and Southeast 1/4 of the Northeast 1/4, all in Section 31, and part of the Northwest 1/4 of the Southwest 1/4 of Section 32, all located in Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of said Section 31; thence N00°03'18"E, 2646.09 feet on the east line of said Southeast ¼ to the East ¼ corner of said Section 31, the POINT OF BEGINNING; thence S50°28'50"E, 104.51 feet on the north line of said Lot 1 to the west right of way of Lawrence Drive; thence S39°31'10"W, 1300.04 feet on said west right of way to the northeast corner of Lot 2 of said Certified Survey Map Number XXXX (CSM #XXXX); thence N50°31'17"W, 243.24 feet on the north line of said Lot 2 to the northwest corner thereof; thence S29°01'13"W, 207.61 feet on the west line of said Lot 2 and its southerly extension to the south right of way of Street A; thence 27.34 feet on the arc of a 520.00 foot radius curve to the right, having a long chord which bears S59°28'25"E, 27.33 feet on said south right of way to the northwest corner of Lot 4 of said CSM #XXXX; thence S31°24'26"W, 145.00 feet on the west line of said Lot 4 to the southwest corner therof; thence S51°46'30"E, 157.99 feet on the south line of said Lot 4 and continuing on the south line of Lot 3 of said CSM #XXXX to said west right of way of Lawrence Drive; thence S89°40'10"W, 308.28 feet on the north line of lands described in Document Number 2397139; thence S39°31'10"W, 36.29 on the west line of said lands and continuing on the west line of lands described in Document Number 1775115 to the south line of said Northeast ¼ of the Southeast ¼; thence S88°18'00"W, 1385.91 feet on said south line and continuing on the south line of said Northwest ¼ of the Southeast ¼ to the southwest corner thereof; thence N00°48'06"W, 464.04 feet on the west line of said Northwest ¼ of the Southeast ¼ to a north line of lands described as Parcel D in Document Number 2970378; thence S89°34'37"E, 504.97 feet on said north line; thence N48°02'38"E, 328.67 feet on said north line to a west line of said lands; thence N00°27'16"E, 603.19 feet on said west line to the east-west quarter line of said Section 31; thence N86°27'52"E, 939.48 feet on said east-west quarter line to a west line of lands described in Document Number XXXXXXX; thence 41.66 feet on the arc of a 530.00 foot radius curve to the right, having a long chord which bears N01°18'10"E, 41.65 feet on the said west line; thence N03°33'17"E, 83.69 feet on said west line to the north line of said lands; thence 425.84 feet on the arc of a 550.00 foot radius curve to the left, having a long chord which bears N74°28'44"E, 415.28 feet on said north line; thence N52°17'54"E, 168.06 feet on said north line to the east line of said lands; thence S37°42'06"E, 368.83 feet on said east line to said east-west quarter line; thence N86°27'52"E, 229.96 feet on said east-west quarter line to the Point of Beginning.

Said parcel contains 2,513,813 Square Feet (57.709 Acres) of land more or less.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes in the surveying, dividing and mapping of the same.

8/5/22
Troy E. Hewitt S-2831 Date
ROBERT E. LEE & ASSOCIATES, INC.

WISCONSIN
TROY E. HEWITT S-2831 GREEN BAY WI
LAND SURVEYOR

DRAWN	Troy Hewitt
CHECKED	Bryan Pfeffer
DATE	8/04/2022
FILE	6241001_preliminary_revised.dwg
JOB NO.	6241001

Prepared for: PRESERVE DEVELOPMENT, LLC

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

SHEET NO. 2 of 2

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LIVE WELL IN AN EPCON COMMUNITY

Luxury Ranch Homes

Our open, modern floor plans include abundant natural light, and are designed for single-level living, everything you need is on one floor – kitchen, living space, bedrooms, laundry and storage.

Low-Maintenance Living

We know what you want and need for a happier, healthier life. Sit back and relax while we handle the mowing, mulching, edging and raking.

Private Courtyards

Whether you're enjoying a cocktail under the stars or a quiet moment with your morning coffee, connect with the outside world while maintaining your privacy.

Lock & Leave Lifestyle

Our HOA-maintained communities provide you with peace of mind. You have the freedom to do what your heart desires knowing that your home is well taken care of.

Features of Universal Design

Our homes are designed to support your lifestyle now, and in the future, with wide hallways and open floorplans.



WOODLAND LAKES
COTTAGES
An Epcon Community

WoodlandLakesCottages.com

920-967-5500

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WOODLAND LAKES
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The Salerno is a striking home, designed with dramatic features like 9-foot ceilings. The elegant design includes an expansive dining room and a great room that opens to the private outdoor living space. The large eat-in kitchen is ideal for gathering with friends and family, and the owner's suite accesses the courtyard.

There is generous storage space, and a bonus suite perfect for a guest room. All things considered, the Salerno provides a luxurious yet casual home that caters to your lifestyle.

Salerno

1,643-2,247 Sq. Ft.

- 2-3 Bedrooms | 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Gourmet kitchen with island
- Covered porch off of living room
- Private, rear-facing courtyard
- Optional screened porch or veranda available in lieu of covered porch off living room
- Optional sitting room, screened porch or covered porch off owner's suite
- Optional 2nd floor bonus suite



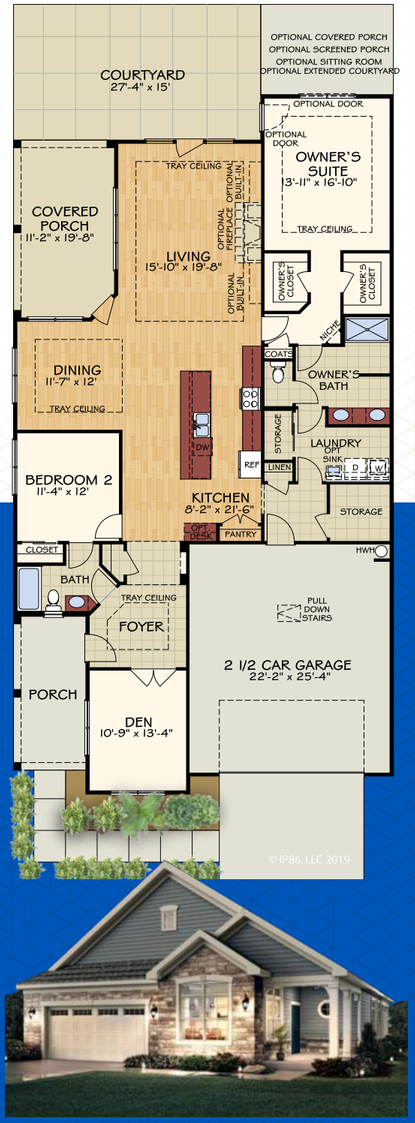
The Torino II is an elegant, open home, built for entertaining. With plenty of room for oversized sofas and a large dining room table, you can comfortably host friends and family. The gourmet kitchen is the ideal place to grab a quick meal or prepare a grand feast.

Other features include the owner's suite with walk-in shower, the private courtyard, and a welcoming front porch. An optional bonus suite adds flexibility and comfort for guests. If home is where the heart is, you'll enjoy the Torino.

Torino II

1,888-2,588 Sq. Ft.

- 2-3 Bedrooms | 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Gourmet kitchen with island
- Den
- Private, rear-facing courtyard
- Optional sitting room, covered porch or screened porch off owner's suite
- Optional covered porch or screened porch off courtyard
- Optional 2nd floor bonus suite



The Verona has everything exactly how you want it. The integrated living space is flexible and roomy. Details like the front porch and large entry foyer make guests feel instantly at home. And smart storage features within reach make everything easier.

From preparing meals in the modern kitchen to entertaining friends in the open living room, life's everyday moments are more enjoyable and more relaxing. For a home that features the finest in intuitive design, look no further than the Verona.

Verona

2,114-2,930 Sq. Ft.

- 2-3 Bedrooms | 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Gourmet kitchen with island
- Den
- Private, rear-facing courtyard with covered porch
- Optional screened porch or veranda available in lieu of covered porch off courtyard
- Optional sitting room, screened porch or covered porch off owner's suite
- Optional 2nd floor bonus suite

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The Palazzo is revered for its design flexibility, luxurious options and standard comforts. Possibilities abound from an upstairs bonus suite, walk-in spa shower, private den, restful sitting room, and much more. Regardless of the options you choose, the Palazzo is a warm and lively home energized by abundant living space, contemporary amenities, and natural light. Thanks to its flexibility and elegance, the Palazzo is the perfect fit for all personalities and lifestyles.

- 2-3 Bedrooms
- 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Gourmet kitchen with island
- Optional 4 seasons sunroom
- Private, outdoor courtyard
- Optional sitting room, screened porch or covered porch off owner's suite
- Optional 2nd floor bonus suite



Palazzo

1,518-2,027 Sq. Ft.

The Portico is a beautiful and striking home designed with functional excellence to promote easy manageability. It offers intelligent features including a conveniently located laundry room, generous storage space, and the added versatility of a bonus suite perfect for a guest room. All things considered, the Portico provides a luxurious yet casual living experience that caters to your lifestyle desires.

- 2-3 Bedrooms
- 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Gourmet kitchen with island
- Optional sitting room, covered porch or screened porch off owner's suite
- Private, outdoor courtyard
- Den
- Optional 2nd floor bonus suite



Portico

1,775-2,501 Sq. Ft.

The Promenade III is an elegant, open home with plenty of room for your oversized sofas and your dining room furniture. The gourmet kitchen with center island and pantry make it the ideal place to have a quick meal or prepare a grand feast for family and friends. An optional bonus suite adds flexibility and comfort for guests that visit. For those who believe that home is where the heart is, rejoice with the Promenade III.

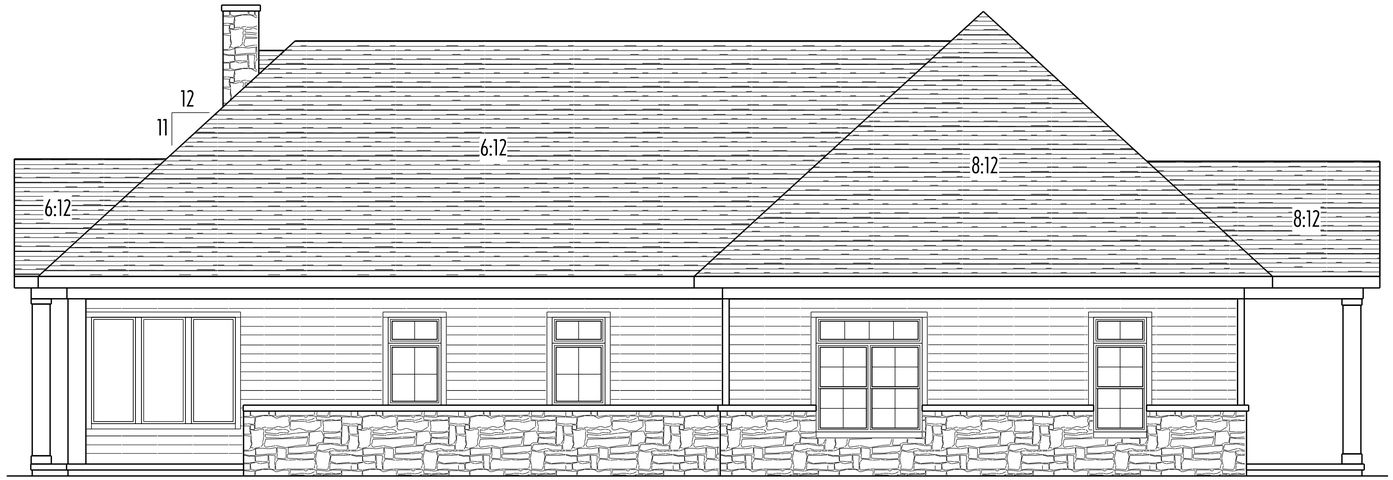
- 2-4 Bedrooms
- 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Den
- Generous storage space
- Private, outdoor courtyard
- Optional sitting room, screened porch or covered porch off owner's suite
- Optional 2nd floor bonus suite



Promenade III

2,058-2,832 Sq. Ft.

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LEFT ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

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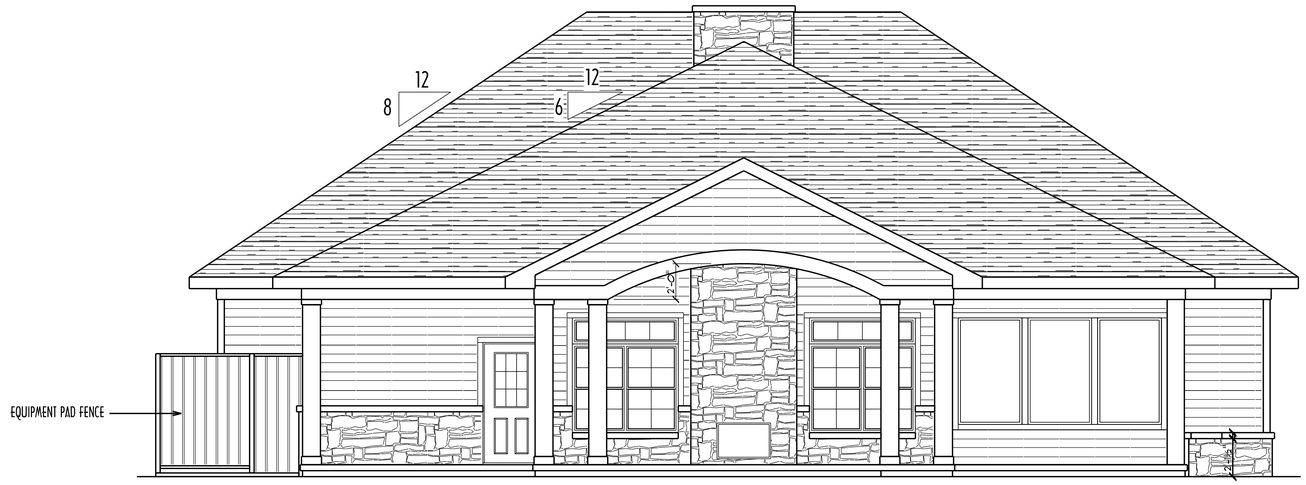
DRAWN BY: Karl Kaufman
SCALE: 1/4" = 1'-0"
DRAWING NO: KRD-21-028

1 OF 5

WOODLAND LAKES COTTAGES
CLUBHOUSE

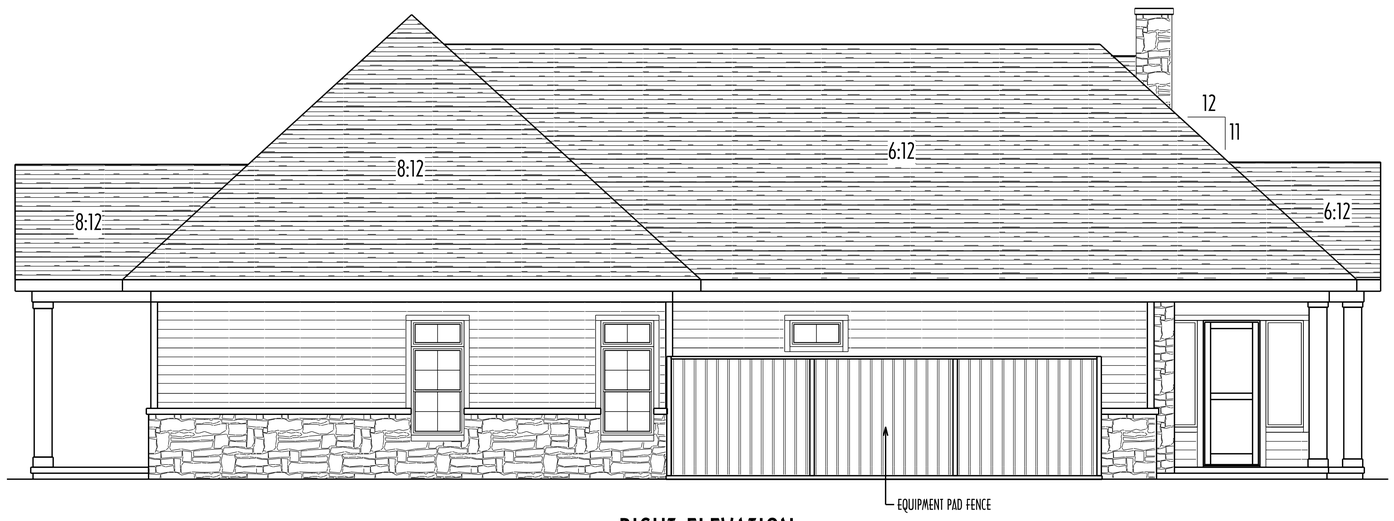
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REAR ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

WOODLAND LAKES COTTAGES

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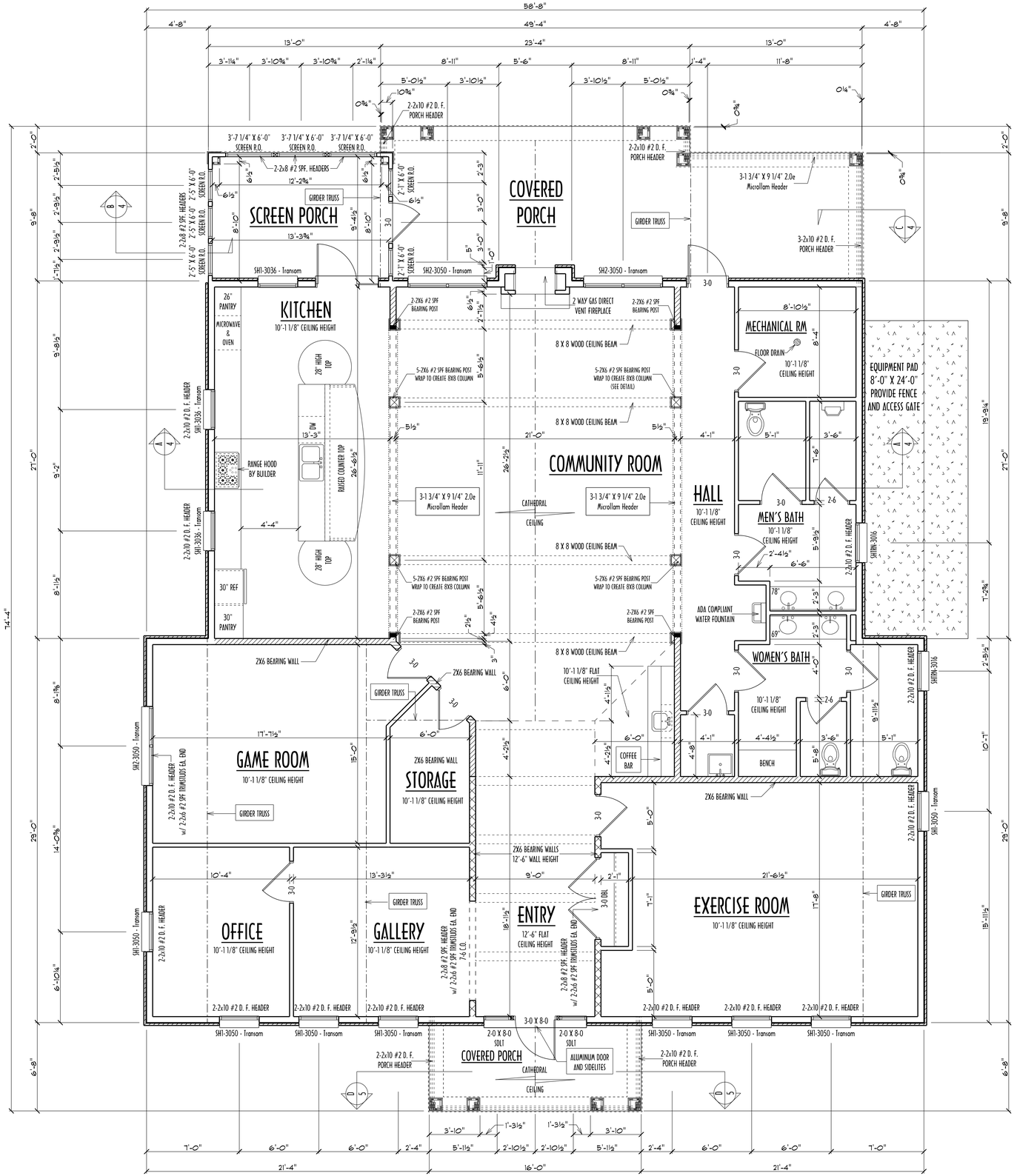
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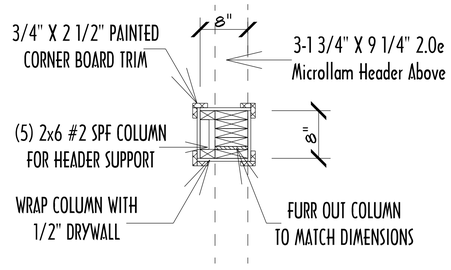
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2 OF 5

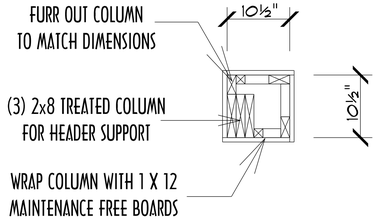
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INTERIOR COLUMN DETAIL

SCALE: 1" = 1'-0"



EXTERIOR COLUMN DETAIL

SCALE: 1" = 1'-0"

NOTES:

1. FLOOR: 4" CONCRETE SLAB
   LOADING: TOTAL LOAD = 55#
   TOTAL LOAD AT TILE = 65#
   TCLL = 40#
   TCDL = 10#
   TCDL AT TILE = 20#
   BCDL = 5#
   FLOOR DEFLECTION: LL = L/480
   TL = L/240
   DURATION OF LOAD: 1.00%
2. ROOF SYSTEM: WOOD TRUSSES 24" O.C.
   LOADING: TOTAL LOAD = 50#
   TCLL = 30#
   TCDL = 10#
   BCDL = 10#
   ROOF DEFLECTION: LL = L/240
   TL = L/180
   DURATION OF LOAD: 1.15%
3. STD. HEADERS: (2)-2x12 #2 DF
4. EXT. WALL STUDS: 1ST FLR: 2x6-116 5/8"
5. INT. WALL STUDS: 1ST FLR: 2x4-116 5/8"
6. WINDOW SIZES SHOWN ARE FOR VISIONS WINDOWS. SEE CATALOG FOR DETAILS
7. ALL DIMENSIONS SHOWN ARE TO FACE OF STUD.
8. STAIRS: BSMT. TO 1ST FLR.: N/A
9. BUILDER TO PROVIDE AN ATTIC SCUTTLE
10. FIRE SEPERATION MUST BE PROVIDED BETWEEN HOUSE AND GARAGE. SEE CODE FOR DETAILS.
11. A MINIMUM OF DOUBLE TRIMSTUDS MUST BE USED FOR ALL OPENINGS 6'-0" AND LARGER.
12. THE CONDITIONS LISTED HERE ARE STANDARD FOR THIS PLAN. EXCEPTIONS ARE NOTED ON THE PLAN.

FLOOR PLAN

10'-1 1/8" CEILING HEIGHT
3039 SQ. FT. @ HOUSE
132 SQ. FT. @ SCREEN PORCH

NOTE:
PLEASE SEE CABENT BUILDERS LAYOUTS FOR CABINET DIMENSIONS

NOTE:
BUILDER RESPONSIBLE TO TRANSFER ALL LOADS FROM ABOVE THROUGH FLOOR SYSTEM AND WALLS. USE SOLID BLOCKING AND BEARING POSTS TO TRANSFER LOADS TO BEAMS AND FOUNDATION.

NOTE:
PLEASE SEE HEADER INFORMATION SHEETS FOR MULTI MEMBER FASTENING INFORMATION

NOTE:
ALL BEARING OPENINGS REQUIRE 2-2X12 #2 D.F. HEADERS UNLESS A SPECIFIC HEADER IS NOTED BY AN OPENING. A MINIMUM OF DOUBLE TRIMSTUDS MUST BE USED FOR ALL OPENINGS 6'-0" AND LARGER

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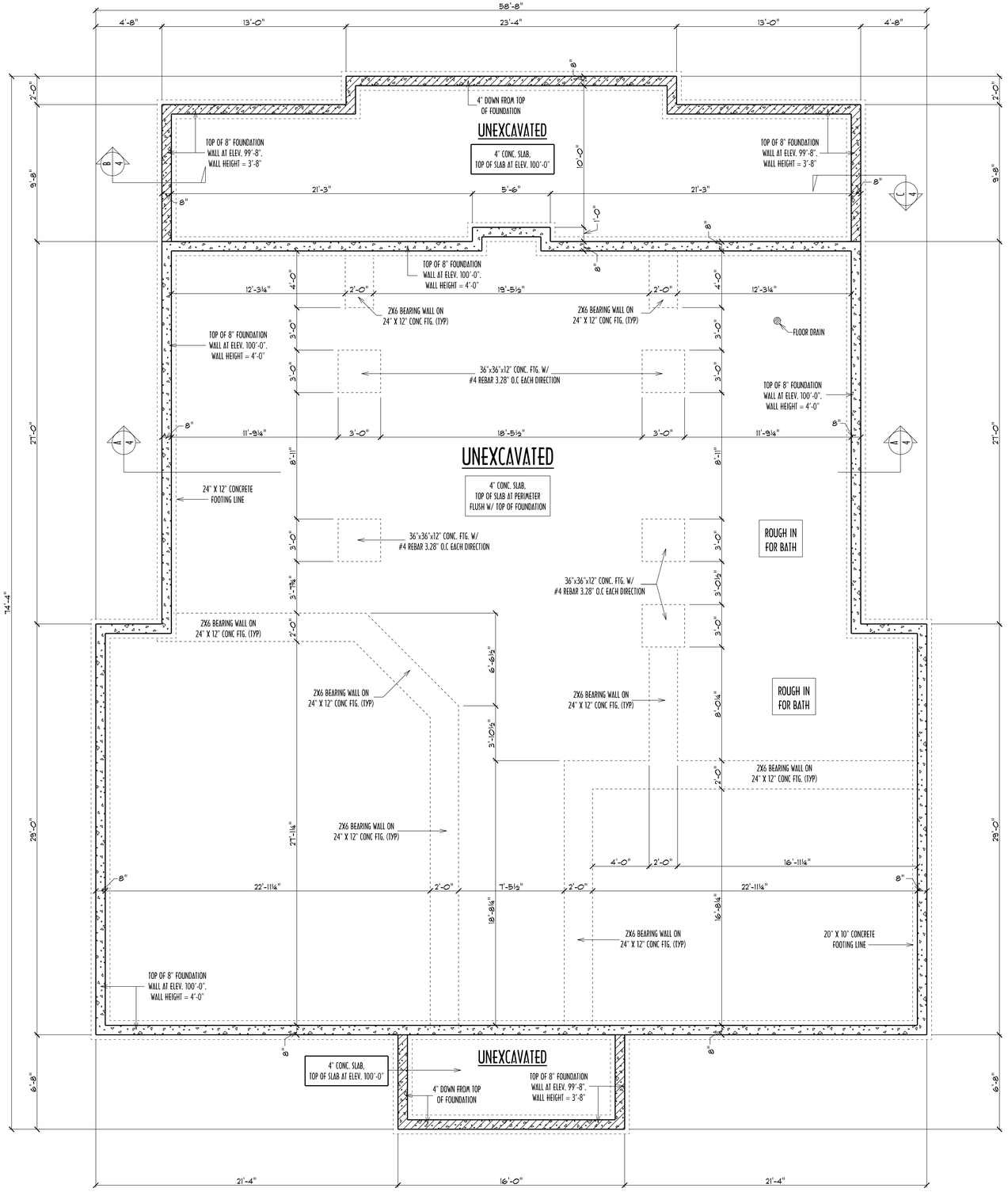
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SCALE:	1/4" = 1'-0"
DRAWING NO:	KRD-21-028
DATE:	11 NOV 2021
REVISED:	15 DEC 2021

3 OF 6

WOODLAND LAKES COTTAGES
CLUBHOUSE

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FOUNDATION PLAN

NOTES:

1: FOUNDATION WALLS:
HOUSE: 8" POURED CONCRETE WALLS 4'-0" HIGH
8" WALLS AT COVERED PORCH AREAS
2: THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE CONTRACTOR:
BASEMENT WINDOWS — FLOOR DRAINS
ELECTRIC SERVICES — WATER HEATER
SUMP PIT & PUMP — FURNACE
3: BUILDER TO PROVIDE HEADERS AT BASEMENT WINDOWS
4: POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE.
5: STEEL COLUMNS TO SUPPORT 12,000 LBS UNLESS NOTED OTHERWISE.
6: ASSUMED SOIL BEARING CAPACITY IS 3000 PSF. FOOTING SIZES MUST BE ADJUSTED FOR VARYING SOIL CONDITIONS.
7: FOUNDATION WALLS ARE ASSUMED TO BE UNREINFORCED 3000 PSI CONCRETE. WALLS ARE DESIGNED PER IJDC TABLE 21.18-B BASED ON THE HEIGHT OF UNBALANCED FILL. PROPER REINFORCEMENT (DESIGN BY OTHERS) MAY ALLOW FOR WALLS THAT ARE LESS THICK, BUT ANY DEVIATION FROM THE THICKNESSES SHOWN ON THE PLAN IS THE RESPONSIBILITY OF FOUNDATION AND / OR GENERAL CONTRACTOR.

NOTE:
BUILDER RESPONSIBLE TO TRANSFER ALL LOADS FROM ABOVE THROUGH FLOOR SYSTEM AND WALLS. USE SOLID BLOCKING AND BEARING POSTS TO TRANSFER LOADS TO BEAMS AND FOUNDATION.

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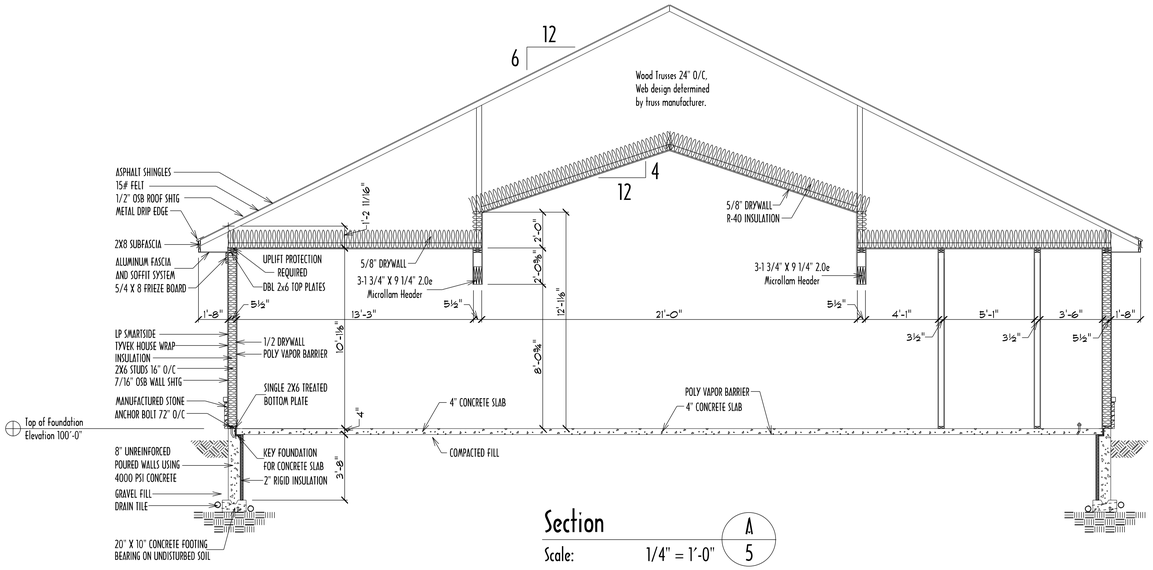
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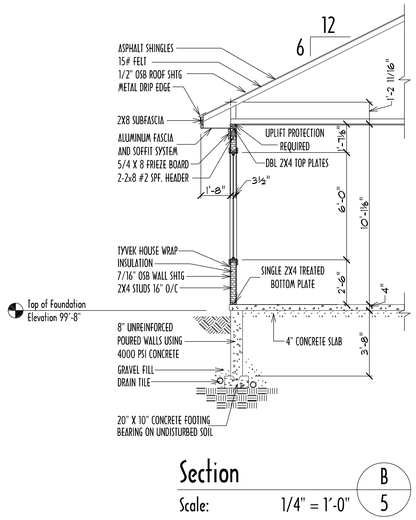
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Section

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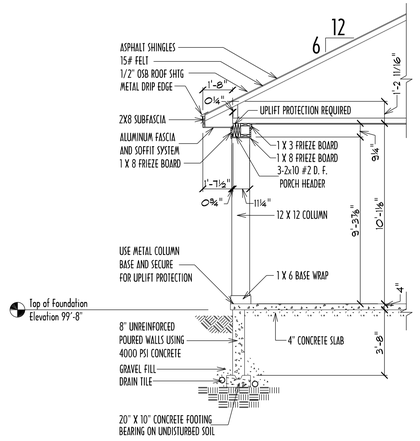
A / 5



Section

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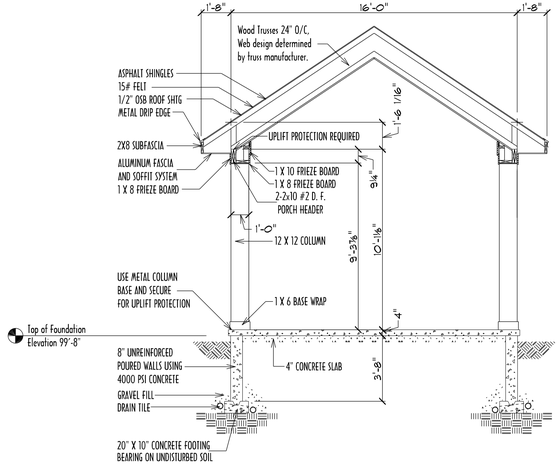
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Section

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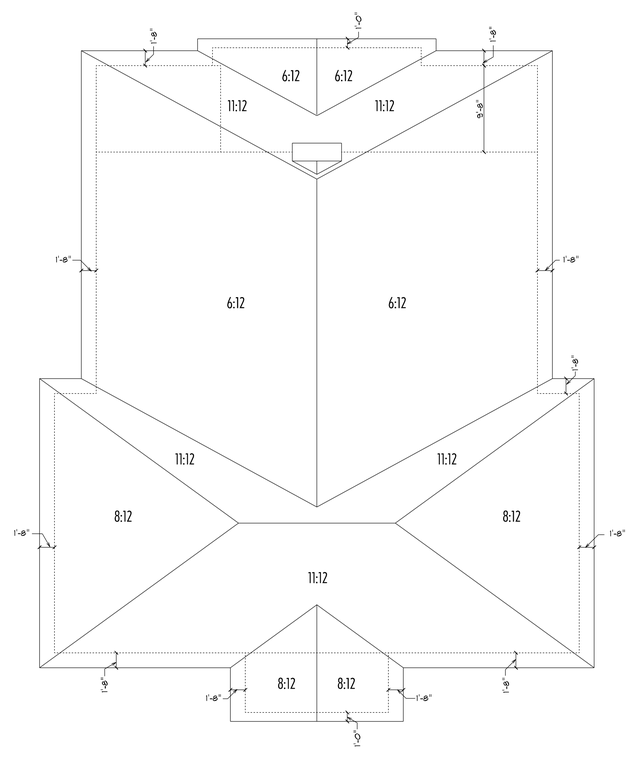
C / 5



Section

Scale: 1/4" = 1'-0"

D / 5



ROOF PLAN

SCALE: 1/8" = 1'-0"

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WOODLAND LAKES COTTAGE
CLUBHOUSE

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5 OF 5

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Ordinance #22-11 Rezoning Certain Property from C-EO Corporate-Executive Office District to R-1 PDD Single Family Residence District with a Planned Development District Overlay (Parcels WD-D0034 and WD-D0035; 200 Block Lawrence Drive).**

ATTACHMENTS:

- Ord22-11 (PDF)

ORDINANCE #22-11
REZONING CERTAIN PROPERTY FROM C-EO CORPORATE-EXECUTIVE OFFICE DISTRICT TO R-1 PDD SINGLE FAMILY RESIDENCE DISTRICT WITH A PLANNED DEVELOPMENT DISTRICT OVERLAY
(Parcels WD-D0034 and WD-D0035; 2000 Block Lawrence Drive)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 15th day of November, 2022 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property:

Parts of the Northeast 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4, all in Section 31, and part of the Northwest 1/4 of the Southwest 1/4 of Section 32, all located in Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of said Section 31; thence N00°03'18"E, 2646.09 feet on the east line of said Southeast 1/4 to the East 1/4 corner of said Section 31, the POINT OF BEGINNING; thence S50°28'50"E, 104.51 feet on the north line of said Lot 1 to the west right of way of Lawrence Drive; thence S39°31'10"W, 1640.05 feet on said west right of way; thence S89°40'10"W, 308.28 feet on the north line of lands described in Document Number 2397139; thence S39°31'10"W, 36.29 feet on the west line of said lands and continuing on the west line of lands described in Document Number 1775115 to the south line of said Northeast 1/4 of the Southeast 1/4; thence S88°18'00"W, 1385.91 feet on said south line and continuing on the south line of said Northwest 1/4 of the Southeast 1/4 to the southwest corner thereof; thence N00°48'06"W, 464.04 feet on the west line of said Northwest 1/4 of the Southeast 1/4 to a north line of lands described as Parcel D in Document Number 2970378; thence S89°34'37"E, 504.97 feet on said north line; thence N48°02'38"E, 328.67 feet on said north line to a west line of said lands; thence N00°27'16"E, 603.19 feet on said west line to the east-west quarter line of said Section 31; thence N86°27'52"E, 1935.70 feet on said east-west quarter line to the Point of Beginning.

Said parcel contains 2,295,225 Square Feet (52.691 Acres) of land more or less.

shall be and the same is hereby rezoned from the present zoning classification of C-EO, Corporate-Executive Office District, to R-1 PDD, Single Family Residence District with a Planned Development District Overlay, as set forth in and regulated by the provisions of §14-38 and §14-59 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. All other ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of November, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 10/24/2022
Publication Date: _____
Effective Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing on the proposed Budget for calendar year 2023.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Presentation of 2023 Budget.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Notice of Public Hearing.**

ATTACHMENTS:

- 2023 Budget Hearing Publication (PDF)

2023 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 2023 on Tuesday, November 15, 2022, 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 28th, 2022 and will be open for public inspection during regular office hours. A summary of the proposed budget is published herewith.

Dated this 28th day of October, 2022

Carey Danen - City Clerk- City of De Pere, Wisconsin

GENERAL FUND	2021 ACTUAL	2022 ESTIMATED	2022 ADOPTED BUDGET	2023 PROPOSED BUDGET	PERCENT CHANGE
REVENUES					
Taxes (other than property)	$549,416	$579,542	$586,285	$579,620	
Public Improvements	$7,778	$10,000	$20,000	$10,000	
Intergovernmental	$4,345,706	$3,904,080	$3,740,346	$3,781,932	
Licenses and Permits	$1,046,324	$1,031,444	$965,272	$1,045,584	
Fines, Forfeitures & Penalties	$409,762	$265,000	$428,750	$335,000	
Public Charges for Services	$2,113,604	$2,009,566	$1,989,175	$2,310,954	
Intergovernmental Charges for Services	$1,227,006	$1,225,467	$1,228,617	$1,226,896	
Miscellaneous	$27,415	$229,392	$150,689	$521,428	
Fund Balance Applied	$0	$0	$190,573	$102,601	
Transfers from Other Funds	$1,903,602	$1,330,700	$1,311,400	$1,461,400	
TOTAL GENERAL FUND REVENUES	**$11,630,613**	**$10,585,191**	**$10,611,107**	**$11,375,415**	**7.20%**
EXPENDITURES					
General Government	$1,713,843	$1,797,753	$1,977,854	$2,116,923	
Other General Government	$186,669	$241,100	$406,254	$460,736	
Public Safety	$9,437,978	$9,991,761	$10,009,148	$10,666,786	
Public Works	$1,843,806	$2,285,895	$2,286,977	$2,355,199	
Solid Waste & Recycling	$648,645	$813,023	$784,491	$858,567	
Health & Social Services	$655,284	$623,132	$584,564	$728,923	

Culture, Recreation & Education	$2,334,515	$2,798,022	$2,720,375	$2,986,808	
Conservation & Development	$363,958	$404,359	$406,933	$375,945	
Capital Outlay	$33,522	$262,615	$49,667	$42,085	
Contingency Fund	$0	$0	$0	$0	
Transfer to Other Funds	$7,145		$0	$0	
TOTAL GENERAL EXPENDITURES	**$17,225,365**	**$19,217,660**	**$19,226,263**	**$20,591,972**	**7.10%**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	($5,594,752)	($8,632,469)	($8,615,156)	($9,216,557)	**6.98%**
General Fund Property Tax Levy	$8,146,890	$8,285,197	$8,615,156	$9,216,557	**6.98%**
GENERAL FUND SURPLUS (DEFICIT)	$2,552,138	($347,272)	$0	$0	
SPECIAL REVENUE FUNDS					
Revenues	$385,461	$356,865	$298,387	$300,472	0.70%
Expenditures	($428,454)	($140,225)	($140,225)	($201,471)	43.68%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	($42,993)	$216,640	$158,162	$99,001	37.41%
SPECIAL REVENUE FUND PROPERTY TAX	$0	$0	$0	$0	
SPECIAL REVENUE FUND SURPLUS (DEFICIT)	($42,993)	$216,640	$158,162	$99,001	
DEBT SERVICE FUND					
Revenues	$5,328,844	$3,061,856	$3,061,856	$3,138,541	2.50%
Expenditures	($8,588,996)	($7,429,766)	($7,429,766)	($8,493,791)	14.32%
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	($3,260,152)	($4,367,910)	($4,367,910)	($5,355,250)	22.60%
Debt Service Fund Property Tax Levy	$3,869,027	$4,049,205	$4,049,205	$4,438,614	**9.62%**
Debt Service Fund Surplus (Deficit)	$608,875	($318,705)	($318,705)	($916,636)	

CAPITAL PROJECTS FUNDS

Revenues	$5,224,155	$16,784,629	$16,784,629	$12,306,809	-26.68%
Expenditures	($6,630,873)	($18,526,905)	($18,526,905)	($14,049,085)	-24.17%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	($1,406,718)	($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)	$335,558	$0	$0	$0	

FUND BALANCES

	General Fund	Special Revenue	Debt Service	Capital Projects	Proprietary Funds
Actual as of January 1, 2022	$10,433,631	$1,149,841	$2,318,646	$402,351	$63,229,972
Projected December 31, 2022	$10,086,359	$1,308,003	$1,999,941	$402,351	$64,807,397

CITY PROPERTY TAX LEVY

	2021	2022	2023	Percent Change
General Fund	$8,285,197	$8,615,156	$9,216,557	6.98%
Debt Service Fund	$3,869,027	$4,049,205	$4,438,614	9.62%
Capital Projects Fund	$1,742,276	$1,742,276	$1,742,276	0.00%
City Tax Increment Levy	$1,175,788	$980,172	$773,821	-21.05%
TOTAL TAX LEVY	**$15,072,288**	**$15,386,809**	**$16,171,268**	**5.10%**

CITY TAX RATES

(PER $1,000 ASSESSED VALUE)	**$6.59**	**$6.27**	**$5.77**	**-7.98%**
(PER $1,000 EQUALIZED VALUE)	**$6.37**	**$6.13**	**$5.60**	**-8.65%**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**C. Approval of proposed 2023 Budget.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**D. Resolution #22-87 Adoption of Tax Levy for City Purposes to Support the 2023 City Budget.**

The budget document can be found at the following link:
https://www.deperewi.gov/egov/documents/1666973658_00098.pdf

ATTACHMENTS:

- Reso22-87 (PDF)

RESOLUTION #22-87

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2023 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2023 City Budget; and

WHEREAS, a public hearing regarding proposed 2023 City Budget was held on November 15, 2022; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2023 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

> That the De Pere Common Council hereby approves the 2023 Budget as presented; further the Common Council adopts a total 2022 property tax levy to support the City's 2023 Budget and that this levy be further apportioned according to the following: General Fund ($9,216,557); Debt Service ($4,438,614); Capital Projects ($1,742,276); and Local Levy TID Districts ($773,821).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of November, 2022.

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 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **November 15, 2022**

DEPARTMENT: **City Clerk**

FROM: **Carey Danen**

SUBJECT: **Commendation for photo contest winners.**

ATTACHMENTS:

- Photo Contest Commendation (PDF)

MUNICIPAL COMMENDATION

CITY OF DE PERE 2022 PHOTO CONTEST WINNERS

WHEREAS, *the 2022 Photo Contest, hosted by the City of De Pere and Definitely De Pere, invited photographers of all ages and abilities to enter photos from within our city limits that showcased the plentiful beauty and activity within our community; and*

WHEREAS, *an assortment of more than 250 photos were entered into the contest by many talented photographers; and*

WHEREAS, *a panel of judges voted for winners in the following categories: Events and Community, Downtown and Architecture, Environment and Nature, and Recreation and Health. They were also supported by residents of De Pere in choosing the winner for the Popular Vote category; and*

WHEREAS, *Karmyn Korte was declared the winner for the Downtown and Architecture category, which sought to display the aesthetic character of De Pere's infrastructure and landmarks; and*

WHEREAS, *Adam Jackson was declared the winner for the Environment and Nature category, which sought to display an appreciation for the natural beauty De Pere has to offer; and*

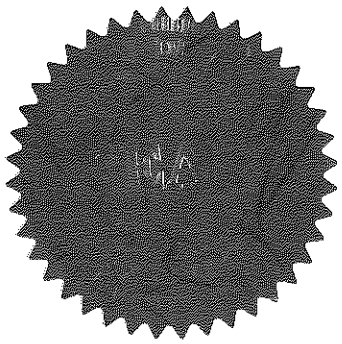
WHEREAS, *Jennifer Egen was declared the winner for the Recreation & Health category, which sought to display fun activities residents of De Pere partake in; and*

WHEREAS, *Rae Boettcher was declared the winner for the Events and Community category, which sought to display activities and events that help connect our community; and*

WHEREAS, *Peter Koury was declared the winner for the Popular Vote category for receiving the most total votes from our community; and*

WHEREAS, *it is appropriate to publicly thank all who entered their beautiful work into this contest, and congratulate the winners of the 2022 Photo Contest.*

NOW, THEREFORE BE IT RESOLVED, *by virtue of the authority vested in me as Mayor of the City of De Pere, Wisconsin, I, James G. Boyd, do hereby commend and congratulate the winners of the 2022 Photo Contest for their talent and dedication in capturing the beauty that De Pere has to offer; and on behalf of the City's governing body and all of its citizens, do hereby bestow this special Municipal Commendation, as witnessed and acknowledged by the De Pere Common Council.*



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 15th day of November 2022.

CITY OF DE PERE, WISCONSIN

James G. Boyd

James G. Boyd, Mayor

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Proclamation celebrating 15 years of Sister City partnership with Åmål, Sweden.**

ATTACHMENTS:

- Sister Cities Proclamation (PDF)

PROCLAMATION

Celebrating 15 years of the Sister City partnership between De Pere & Åmål, Sweden

WHEREAS, *the Cities of Åmål, Sweden and De Pere, Wisconsin, USA have been sister cities through Sister Cities International since November 8, 2007; and*

WHEREAS, *throughout this fifteen-year partnership, the two cities have fostered a strong relationship, collaborating on many social and economic programs that have benefited each respective community, and have earned numerous awards for these initiatives, and*

WHEREAS, *most recently, on July 8, the City of De Pere was presented with the 2022 Sister Cities International Innovation in Youth and Education Award (Population 25,000–100,000); and*

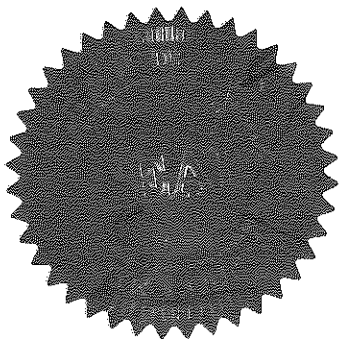
WHEREAS, *this award came through the efforts of teachers Randy Soquet from De Pere High School and Henrick Olsson from Åmål's high school, who held monthly zoom calls for the past two years with their students to discuss lifestyles and cultures in the two cities; and*

WHEREAS, *there are many other notable examples of sister city influence within our communities, including a mural painted by Åmål artists in De Pere, and a clock installed in Åmål, inspired by the clock in De Pere's downtown; and*

WHEREAS, *the City of De Pere continues to find value and influence from this sister city program and looks forward to more collaboration in the future, and*

WHEREAS, *our partnership with Åmål was formally renewed January 29, 2021 by Mayor James Boyd; who will visit Åmål with a delegation from De Pere in December 2022.*

NOW, THEREFORE, *by virtue of the authority vested in me as Mayor of the City of De Pere, Wisconsin, I, James G. Boyd, on behalf of our community during this 15th anniversary, do hereby commend, congratulate, and thank all who have helped develop and strengthen the City of De Pere's sister city partnership with Åmål, Sweden.*



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 15th day of November 2022.

CITY OF DE PERE, WISCONSIN

James G. Boyd, Mayor

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission to approve a 4 lot certified survey map at 2000 BLK Lawrence DR (Parcel WD-D0034).**

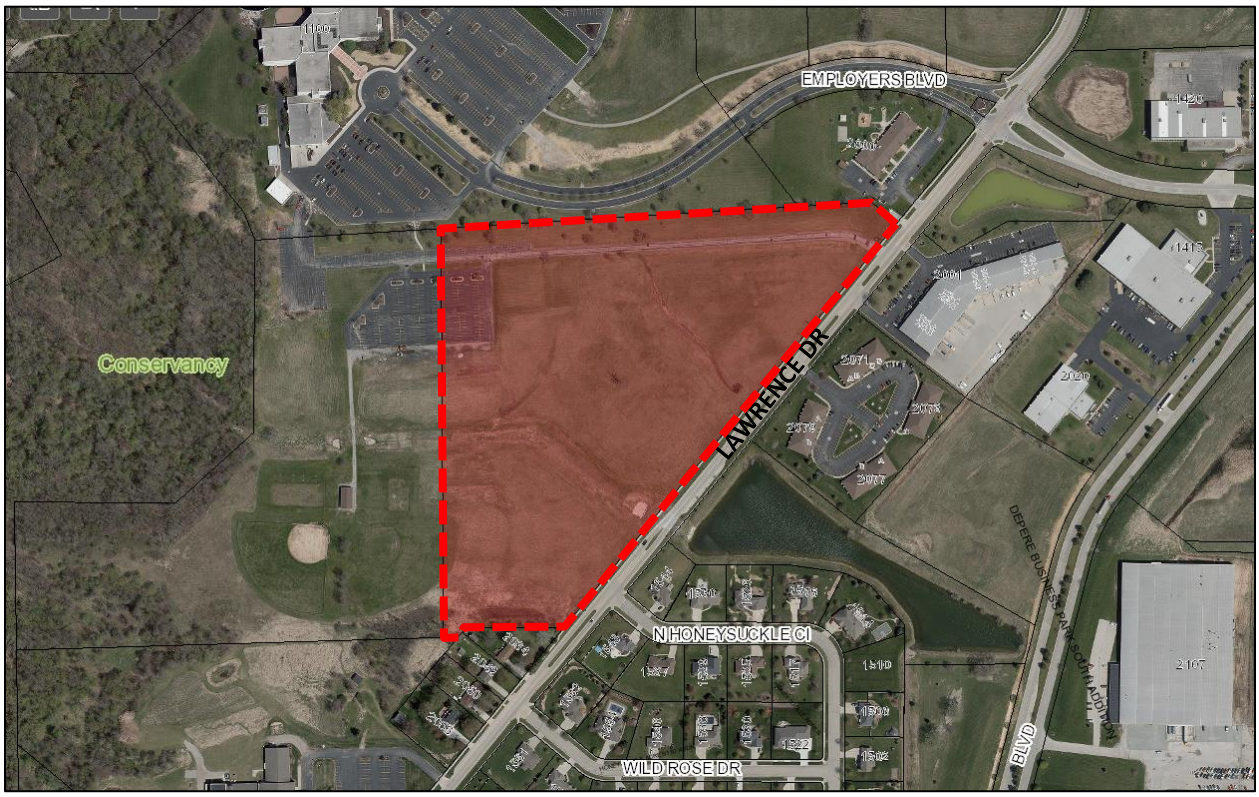
On October 24, 2022, Plan Commission unanimously recommended approval of the certified survey map by a vote of 5-0.

ATTACHMENTS:

- PC Report - CSM on Lawrence DR (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

Item 5: **Consideration and possible action on a 4 lot certified survey map at 2000 BLK Lawrence DR (Parcel WD-D0034). ***

SITE MAP



REQUESTED ACTION: Certified Survey Map Approval. *

COMMON DESCRIPTION: 2000 BLK Lawrence DR, between Employers BL and N Honeysuckle CI.

ZONING: C-EO (Corporate Executive Office).

Note: Site is proposed to be reviewed for rezoning to R-1 PDD by Plan Commission on October 24, 2022.

SURROUNDING LAND USES: Business Park to the north (C-EO), and east (I-B-1).
Residential and church to the south (R-1).
Conservancy to the east (C-EO, C-EO PDD).

COMPREHENSIVE PLAN: Neighborhood Residential (Including Multi-Family), Multi-Family Residential, and Business Park.

APPLICANT/OWNER:

Authorized Representative
Troy Hewitt, PLS,
Robert E Lee & Associates INC
1250 Centennial Centre BL
Hobart, WI 54155

Property Owner
Preserve Development LLC
3346 S Pine Tree RD
Hobart, WI 54155

LAND USE HISTORY: After a review of air photographs, the northwest end of the vacant site was developed for a park in the 1980's.

STAFF REVIEW: When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The proposed land division will create four lots. The larger Lot 1 is proposed for future residential land divisions, Lot 2 is a proposed neighborhood clubhouse, and Lots 3-4 are for single-family residential development.
- The City's minimum acreage and frontage for the proposed rezoning to R-1 PDD are 5,000 SF and 39'.
- The staff recommended conditions of approval are listed at the end of the report.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides development opportunities and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet City requirements.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations.
2. Subject to final rezoning approval from C-EO to R-1 PDD by Common Council.
3. Add a "no access" symbol on the map and in the legend for the Lawrence DR side of Lots 2 and 3.
4. In the City Certificate, suggest changing the word "…this…" to "…the…" because the CSM is typically not signed on the same day that the CSM is approved.
5. Provide a 6' drainage easement along the back of lot 4.
6. Provide an additional 20-foot storm water and maintenance easement on either side of the existing drainage swale through the center of Lot 1.
7. Add the numbered items below to the restrictions with the City:
    1. Drainage easements shall contain the following restrictions:
        a. *An obstruction to the flow of water, by any means, shall be prohibited.*
        b. *No structure, earthen berm, dam, erection of other improvement, tree, or landscaping shall be permitted (with the exception of the items listed below in "c").*
        c. *The erection of a fence or annual plantings may be allowed provided that same does not obstruct the flow of water. Landscaping stone may also be permitted if placed according to the grading plan and approved by the City.*
        d. *Grantor (property owner) is prohibited from changing the*

grade elevation of the drainage easement from that established by grantee.

e. Grantee shall have full rights of ingress and egress to carry on and all work in connection with maintenance and operation in, over, under and across the lands of grantor.

f. The property covered by said easement shall not be used in any way or manner that will impair the rights of the grantee.

g. The easement shall run with the land, and shall be binding upon the grantees, lessees, successors, heirs and assigns of grantor and grantee.

h. The easement shall be assignable.

2. Property owners are responsible for the removal and replacement of any amenities/improvements on easements beyond standard terrace restoration.
3. Sidewalks are required on N. Honeysuckle Circle.
4. Exposed basement windows shall be approved the by Inspection Department prior to construction.
5. The City may restrict parking on one side of N. Honeysuckle Circle.
6. Access for Lots 2 and 3 shall be off of N. Honeysuckle Circle.
7. The United States Postal Service (USPS) requires the installation of Cluster Mailbox Units (CBU) in this development. The mailboxes will be installed in the next phase of the development. The lot owners associated with the designated CBU are joint owners of the specified CBU structure, foundation, and associated sidewalk and responsible for the long-term maintenance and replacement. If the property owners do not keep the CBU in good-looking functional state, the municipality may assess/charge the lot owners for the shared cost of repairs of the replacement.
8. Storm water management for this development will be constructed with the next phase of development. Storm water from this CSM shall be directed toward the storm sewer on N. Honeysuckle Cl.

Note: It should be identified how the costs for utilities and the street are being handled on this dedication. It needs to be clear that the adjacent property owners to the dedicated N Honeysuckle Circle are responsible for the cost of the utilities and street construction. This would likely be done with the residential infrastructure agreement.

Note: This area (all four lots) should be replatted to comply with future preliminary plats.

DE PERE
RUNS DEEPER

CITY OF DE PERE

APPLICATION FOR CSM REVIEW

CITY OF DE PERE RECEIVED OCT 1 2 2022 PLANNING DEPT.

Fee: $ 368.00
Receipt #: 176462
Date: 10-12-22

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
REL	TROY HEWITT	LAND SURVEYOR	
Mailing Address: 1250 CENTENNIAL CENTRE BLVD	City: HOBART	State: WI	ZIP Code: 54155
Email Address: thewitt@releeinc.com	Phone Number (incl. area code): 920-662-9641	Fax Number (incl. area code): 920-662-9141	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
PRESERVE DEVELOPMENT	BILL KINGSTON		
Mailing Address: 3346 PINE TREE ROAD	City: HOBART	State: WI	ZIP Code: 54155
Email Address: bkingston@draco-pm.com	Phone Number (incl. area code): 414-651-5077	Fax Number (incl. area code):	

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
2000 Block of Lawrence Drive - Extension of N. Honeysuckle Circle	WD-D0034

SECTION 4: CSM Information

Existing Zoning:	C-EO, CORPORATE EXECUTIVE OFFICE
Present Use of Parcel:	COMMERCIAL DEVELOPMENT AND PARK
Proposed Use of Lots:	SINGLE FAMILY RESIDENTIAL

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print)	Title	Phone Number
TROY HEWITT	LAND SURVEYOR	920-662-9641
Signature of Applicant		Date Signed: 9/21/2022

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.	

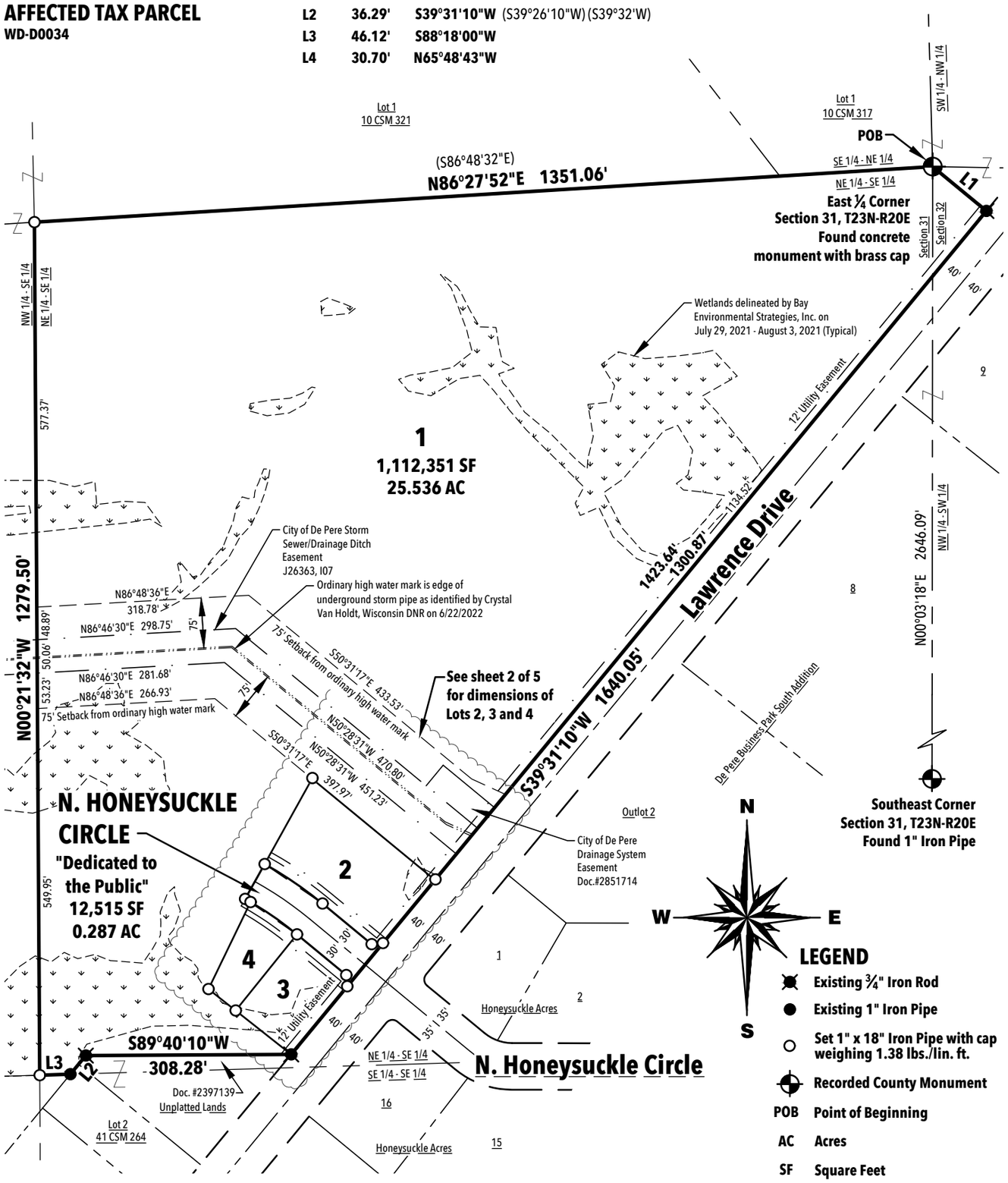
CERTIFIED SURVEY MAP

PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 31 AND PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

AFFECTED TAX PARCEL
WD-D0034

Line Table

Line #	Length	Direction
L1	104.51'	S50°28'50"E (N50°07'30"W, 104.47')
L2	36.29'	S39°31'10"W (S39°26'10"W) (S39°32'W)
L3	46.12'	S88°18'00"W
L4	30.70'	N65°48'43"W



LEGEND

- Existing ¾" Iron Rod
- Existing 1" Iron Pipe
- Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.
- Recorded County Monument
- POB Point of Beginning
- AC Acres
- SF Square Feet
- (25.31') Previously Recorded Bearing or Distance

PARCEL #	AREA
2	30,818 SQ. FT.
3	15,528 SQ. FT.
4	10,000 SQ. FT.

SCALE: 1"= 200'

0' 100' 200' 400'

Bearings are referenced to the Brown County Coordinate System. The east line of the Southeast ¼ of Section 31 bears N00°03'18"E.

Robert E. Lee & Associates, Inc.
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PHONE:(920) 662-9641
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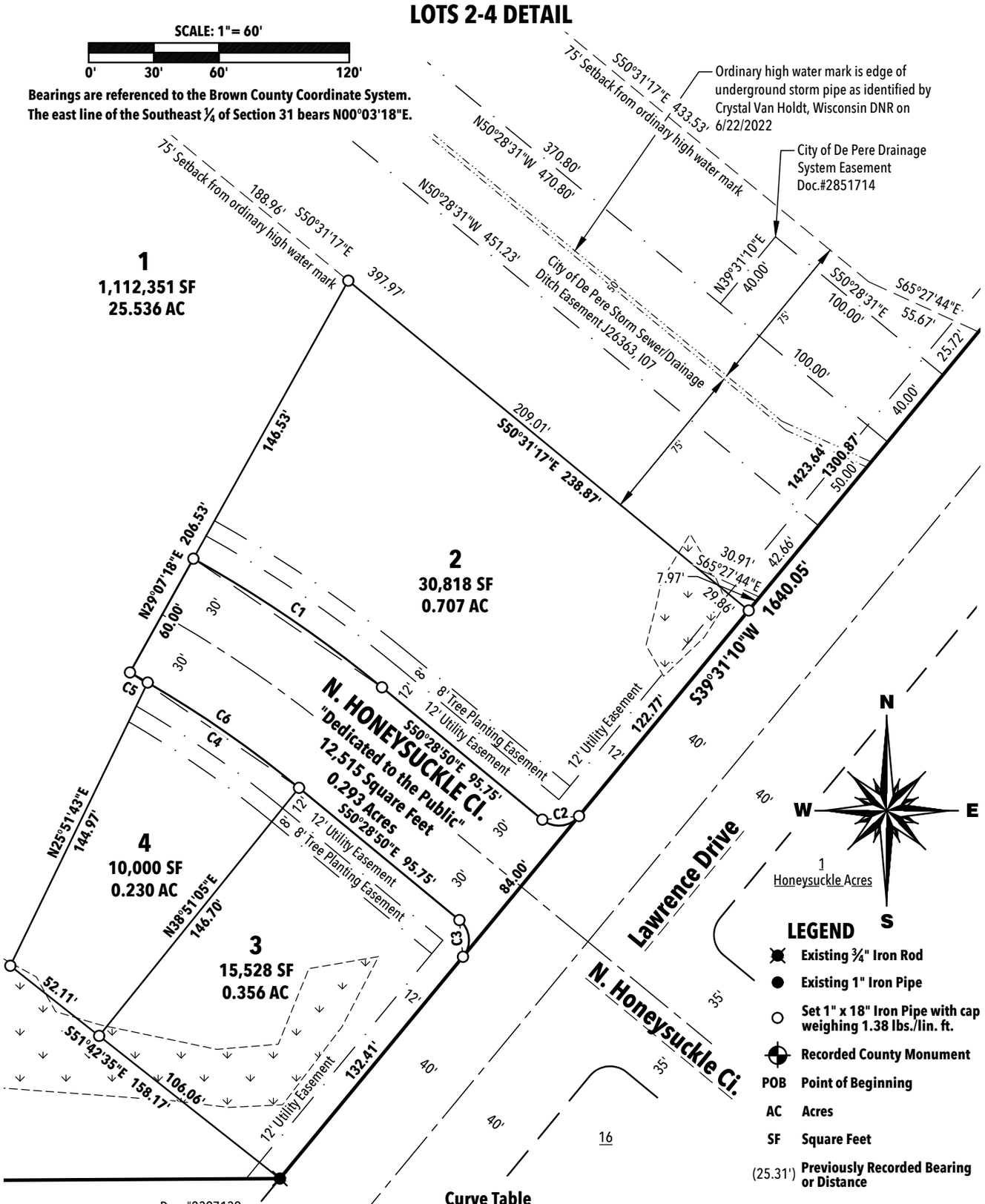
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SHEET 1 OF 5

CERTIFIED SURVEY MAP

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LOTS 2-4 DETAIL



Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	10°23'52"	580.00'	105.26'	N55°40'46"W	105.11'	N50°28'50"W	N60° 52' 42"W
C2	90°00'00"	12.00'	18.85'	N84°31'10"E	16.97'	S50°28'50"E	N39° 31' 10"E
C3	90°00'00"	12.00'	18.85'	N05°28'50"W	16.97'	N39°31'10"E	N50° 28' 50"W
C4	9°21'56"	520.00'	85.00'	N55°09'48"W	84.91'	N50°28'50"W	N59° 50' 46"W
C5	1°01'56"	520.00'	9.37'	N60°21'44"W	9.37'	N59°50'46"W	N60° 52' 42"W
C6	10°23'52"	520.00'	94.37'	N55°40'46"W	94.24'	N50°28'50"W	N60° 52' 42"W

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SURVEYOR'S CERTIFICATE:

I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, mapped and divided part of the Northeast 1/4 of the Southeast 1/4 of Section 31 and part of the Northwest 1/4 of the Southwest 1/4 of Section 32, all located in Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of said Section 31; thence N00°03'18"E, 2646.09 feet on the east line of said Southeast ¼ to the East ¼ corner of said Section 31, the POINT OF BEGINNING; thence S50°28'50"E, 104.51 feet on the south line of Lot 1, Volume 10 of Certified Survey Maps, Page 317, Map Number 2313, Document Number 968550 to the northwest right of way of Lawrence Drive; thence S39°31'10"W, 1640.05 feet on said northwest right of way to the north line of lands described in Document Number 2397139; thence S89°40'10"W, 308.28 feet on said north line to a northwest corner of said lands; thence S39°31'10"W, 36.29 feet on the northwest line of said lands and continuing on the northwest line of Lot 2, Volume 41 of Certified Survey Maps, Page 264, Map Number 6257, Document Number 1775116 to the south line of said Northeast ¼ of the Southeast ¼; thence S88°18'00"W, 46.12 feet on said south line to the southwest corner of said Northeast ¼ of the Southeast ¼; thence N00°21'32"W, 1279.50 feet on the west line of said Northeast ¼ of the Southeast ¼ to the northwest corner thereof; thence N86°27'52"E, 1351.06 feet on the north line of said Northeast ¼ of the Southeast ¼ to said East ¼ corner, the Point of Beginning.

Said parcel contains 1,181,212 square feet or 27.116 acres of land more or less subject to easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in the surveying, mapping and dividing of the same.

Dated this _____ day of _____, 2022.

_____

Troy E. Hewitt PLS #2831
ROBERT E. LEE & ASSOCIATES, INC.

RESTRICTIVE COVENANTS WITH THE CITY OF DE PERE:

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

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

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

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, communications, sanitary sewer, water main and storm sewer service is hereby granted by

Preserve Development, LLC, Grantor, to

Wisconsin Public Service Corporation, a Wisconsin Corporation, Time Warner Cable, AT&T, City of De Pere and public utilities, grantees,

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

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

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CERTIFIED SURVEY MAP

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OWNER'S CERTIFICATE:

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, mapped, divided and dedicated as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection: CITY OF DE PERE

_____
Preserve Development, LLC Date

_____
Print name and title

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2022, the above named to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of _____
(print name)_____

My commission expires:_____

MORTGAGE CERTIFICATE:

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map, and does hereby consent to the above certificate of Preserve Development LLC, owner.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed by, _____, its President, and countersigned by _____, its Secretary (Cashier), at _____, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 2022.

In the presence of:

_____
Corporate Name

_____
_____, President Date
Print Name

_____
_____, Secretary or Cashier Date
Print Name

(Corporate Mortgagee Notary Certificate)

STATE OF WISCONSIN)
_____ COUNTY) SS
Personally came before me this _____ day of_____, 2022, _____, President,
and _____, Secretary (cashier) of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____Notary Public,

_____, Wisconsin
My commission expires _____.

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CITY OF DE PERE APPROVAL CERTIFICATE:

Approved by the City of De Pere Common Council on this_____ day of _____, 2022.

_____

Carey E. Danen, City Clerk **Date**

TREASURER'S CERTIFICATE:

As duly appointed/elected City of De Pere and Brown County Treasurer, we hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

_____

Joe Zegers **Date**
City of De Pere Treasurer

_____

Paul Zeller **Date**
Brown County Treasurer

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Accept a Donation from De Pere Baseball for Diamond Improvements valued at $10,968.**

The Board of Park Commissioners, at the October 20, 2022 meeting, approved accepting a donation from De Pere Baseball for diamond improvements at Southwest Park valued at $10,968. The motion was as approved unanimously with a 6-0 vote.

ATTACHMENTS:

- Memo.De Pere Baseball donation (DOCX)
- Southwest park pdf_ (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: October 20, 2022

RE: Diamond Improvements at Southwest Park

De Pere Baseball would like to invest into improvements at Gandrud Field in Southwest Park. The work will cost $10,968 and will be beneficial for the long-term health of the complex.

Staff recommends accepting the generous donation and thanks De Pere Baseball for their generosity and care in keeping the fields at top level condition.

HUTCHINSON PROPERTY SERVICES

Quote
920-493-8080
Chris Hutchinson

2195 County Rd S.
Sturgeon bay, Wi
54235

September 20, 2022

Southwest park

Jon Susek

Project:
1 field renovation
1option
Scope of work: baseball field

1. Verify location of home plate, pitching rubber, and anchors turn new angle if needed.

2. Perform minor lip removal to back infield arc. Sod cut and clean up existing grass edge interior.

3. Till and regrade existing material to remove weeds. Achieve proper sub grade

4. Install, laser grade, and compact (approx. 44 tons) of infield mix Quickpitch red to field.

5. Reset new base anchors to corrected height after installing new infield mix. Additional anchors other than one set is additional.

6. Supply and install new home plate and pitching rubber. Adding bag clay to mound and home plate areas. Clay bricks option not included. Additional anchors for mound is extra.

Total Quote to perform the above scope of work: $7,480.00

Option add material to warning track approx. 44 tons add $3,488.00

Sincerely yours,

Chris Hutchinson

Hutchinson Property Services

Email - chris@hutchinsonpropertyservice.com

Cell - 920-493-8080

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Approve Changes to the Beer Garden Sponsorship Plan.**

The Board of Park Commissioners, at the October 20, 2022 meeting, approved the staff recommended changes to the Beer Garden Sponsorship Plan, with the Main Sponsorship fee going to $3,500 and the Individual Event Sponsorship going to $1,750 for the 2023 Beer Garden season. The motion was approved unanimously with a 6-0 vote.

ATTACHMENTS:

- Memo.Beer Garden Sponsorship Rates(DOCX)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: October 20, 2022

RE: Beer Garden Sponsorship Plan

We would like to have a discussion and action (if required) related to how to approach our Beer Gardens for 2023. Prior to having the discussion, we would like to summarize our current sponsorship plan and details around it.

Current Sponsorship Plan:
Main Sponsor - We recruit one main sponsor at the cost of $3,000. We only have one main sponsor as we have talked with sponsors and if they are going to be the "Main" sponsor they do not want to be categorized with others.
Individual Event Sponsors – We recruit one sponsor per event at the cost of $1,500/event. We limit it to one sponsor for the similar reason as the main sponsor. We do not want to dilute the meaning of our sponsors by having multiples of them.

Sponsors are given the opportunity to help at the event and pass out marketing materials (swag) if they so choose.

2023 Proposed Sponsorship Plan:

Background – with rising prices we think it warrants consideration for raising our sponsorship rates. The challenge with raising our sponsorship rates is that, we want to be careful about raising them to a point they are no longer attractive for someone/business to consider. However, with rising costs we think it warrants a discussion and strong consideration. When we started the Beer Gardens musician costs were as low as $150 per session. We are now finding that it is difficult to find someone for $300 per session. In addition, our staffing costs have risen due to the pay rates along with rising costs of beer and our tent.

Staff Recommendation:
Raise Main sponsor rate to $3,500 and Individual Sponsor to $1,750.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to approve City of De Pere Cluster Mailbox Unit Informational Guide and Policy**

The Board of Public Works at the November 7, 2022 meeting approved City Cluster Mailbox Unit Informational Guide and Policy and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- 2022 1107 CI_BOPW_CBU (PDF)
- City of De Pere CBU Information Guide and Policy Rev 2022 1101 (PDF)
- City of De Pere CBU Information Guide for Residents Rev 2022 1101 (PDF)

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 7, 2022

RE: **Consideration and possible action on Cluster Mailbox Unit Informational Guide and Policy***

The United States Postal Services (USPS) is requiring the installation of cluster mailbox units (CBU's) with new developments. The attached policy has been modeled from other community policies in the area to meet these requirements. The purpose for the policy is to:

- Identify USPS CBU coordination and the location process as part of the platting process.
- Address engineering considerations for CBU locations in subdivision.
- Provide CBU construction information.
- Provide CBU mailbox information and approved vendors.
- Identify CBU operation.

In addition to the attached policy covering the CBU operation, an informational guide has been included. This guide will be presented to residents when new homes are constructed as part of their welcome packet and when they pick up the keys for their CBU box.

Recommendation

Staff recommends approval of the CBU Information Guide and Policy.

City of De Pere Municipal Cluster Mailbox Unit (CBU) Informational Guide and Policy

The US Postal Service (USPS) has indicated that CBU's will be installed in every new subdivision, businesses and private developments. Requests for exceptions will require an appeal process that will be lengthy and not result in a timely decision. In that light the City of De Pere developed a new policy to simplify USPS coordination efforts, expedite the review process and develop a common understanding of what is an acceptable installation for De Pere Developers, Surveyors, Engineers and the Post Office. The goal is to develop a simple, fast & easy process that will protect our municipality and be workable for USPS, developers, surveyors, engineers, Brown County Planning/Tax Listing and Highway Department. The details and approach outlined below was reviewed by the USPS, Brown County Home Builders Association and other stakeholders.

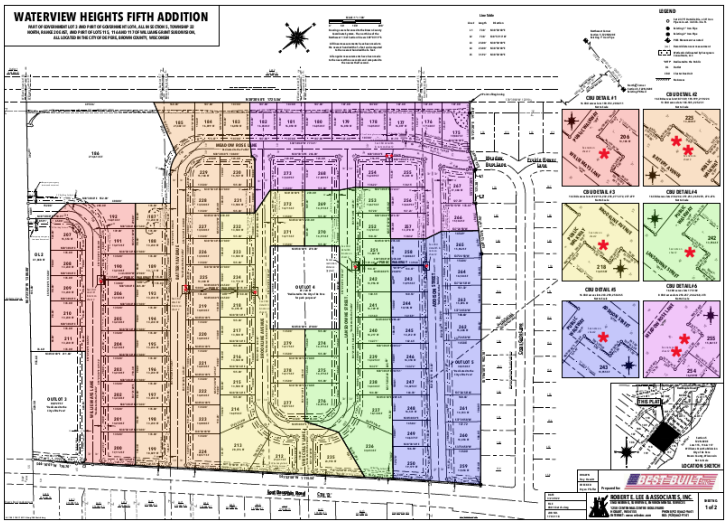
This guide also describes the construction and installation requirements for staff and for design engineers, limits municipal exposure and liability (as the right of way permitting authority), ensures proper ADA installations and clarifies that subdivision lot owners are responsible for long term CBU maintenance and replacement costs including the foundation pads. There are five major policy parts in De Pere:

I. USPS CBU Coordination and Location Planning During the Plat/Site Plan Review
II. Engineering Considerations for CBU Locations in Subdivisions
III. CBU Construction Information
IV. CBU Mailbox Information
V. CBU Operation

All CBU installation costs will be added to municipal subdivision development costs, to be paid by the developer or property owner.

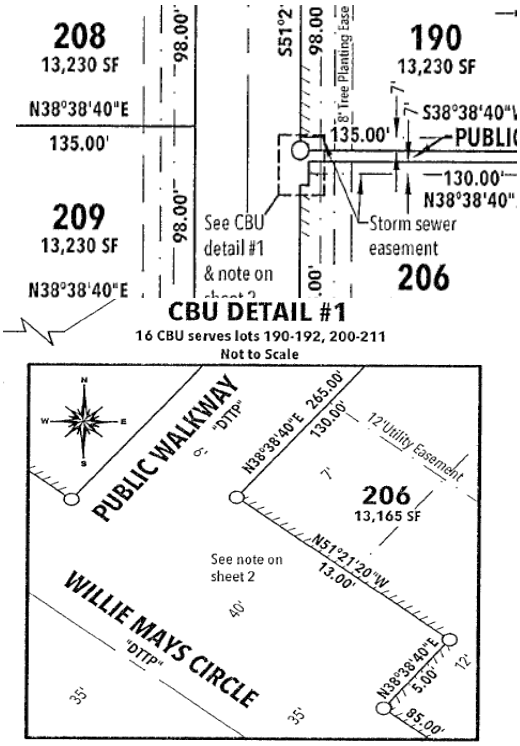
I. USPS CBU Coordination and Location Planning during the Plat/Site Plan Review

- Many of the CBU coordination difficulties begin with fact that neither USPS or Developers are transportation designers or engineers. Additionally, they cannot act as a Municipality to determine exactly what can be installed because they can't issue right of way use permits, nor approve designs for American Disability Act (ADA), crash, safety and breakaway requirements. Also, because so many different municipalities are involved each may have a different policy.
- **There are five steps for determining the location of CBU's once a subdivision plat comes our way:**
  - Assist the developer and surveyor. Engineers design and municipalities permit everything in the right of way, utilities, road, sewers etc. The City will assist planning and coordinate appropriate CBU locations that are ADA compliant and safe. CBU location needs are simple and outlined below. Creating a USPS plan submittal is easy and if done correctly the first time will be easy for USPS to approve it quickly.
  - Make a simple plan drawing like the one shown to the right. This simple plan shows which lots will be served by which CBU. Submit it to the post office and subdivision surveyor. USPS technically has 30 days to respond. Do it early and as soon as possible so as not to delay the subdivision design or platting process. Each location will have space for 2 CBU's, 1 parcel unit (for large packages) and space for 1 future CBU just in case. There are many CBU options, many units having 8 or more compartments, with 13 and 16 compartment units being most applicable to new



subdivisions. Two 13 or 16 compartment CBU's can accommodate from to 26 or 32 lots. The CBU's will be installed on a 15' long by 5' wide concrete pad. Use only one model of CBU throughout whole subdivision or someone will get the dreaded "my compartment is smaller than their compartment" complaint.

- Ensure that the surveyor adds a "general" CBU plat note to protect the City. This is like the standard note on all plats requiring "drainage grading along lot lines". It should be a general note as Municipalities have nothing to do with enforcing restrictive covenants. However, the note could be both a general note and a restrictive covenant. De Pere's current note, endorsed by Brown County is as follows:
  - ***The lot owners associated with the designated CBU are joint owners of the specified CBU structure and its foundation who are responsible for the long-term maintenance and replacement. If the property owners do not keep the CBU in a good-looking functional state, the municipality may assess/charge the lot owners for the shared cost of repairs or replacement.***
- Ensure the plat designates which lots are served by each CBU location.
  - The note is important because De Pere wants to convey that the municipality doesn't own or maintain the CBU's. Municipalities need to know exactly who is responsible for the CBU's if elected officials or constituents make a complaint about maintenance later. See the details and notes to the right as an example.
  - Brown County (as a separate coordination courtesy) currently plans to forward new plats to USPS representatives (contact info below) as part of their normal 20-day comment period. This does not replace the required USPS coordination plan/agreement, see below, but might help identify if a subdivision hasn't planned for CBU's.

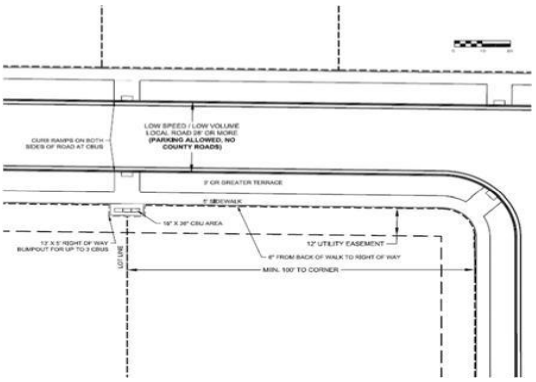


- Submit the simple plan drawing to the USPS contacts below by email.
  - The City Planning Department will submit simple plan drawing to the area Postmaster and listed below:

    De Pere Postmaster - Amy DeBauche
    Phone: 920-336-4306 Cell: 414-588-8472
    Email: amy.e.debauche@usps.gov

II. *Engineering Considerations in CBU locations in Subdivisions*

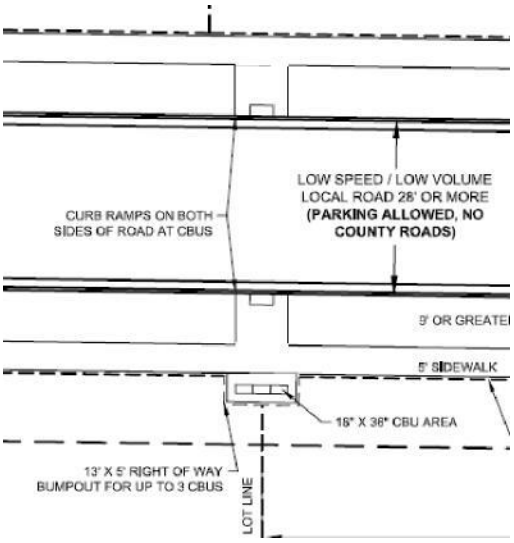
- CBU location guide: see USPS National Delivery Planning Standards Handbook PO-632. (Construction details are in the next section)
  - Parking must be safe for residents & postal employees.
  - Locate them on low volume, low speed side streets that allow and provides for parking. The minimum street width is 28 feet.
  - Don't place CBU's on County, arterial or collector roadways that will have higher traffic volumes or high speeds. Typically, these roads only have travel lanes and narrow shoulders that are not adequate or safe to park on.
  - The roadway must have legal safe parking for users to stop and get out of cars.
  - Do not place CBU's in a cul-de-sac bulb area due to congestion of driveways and snow storage issues.
  - CBUs should be within one block from residences.
  - CBU's should be accessed from an ADA sidewalk.
  - Locate CBU's to have a short postal driving route travel distance.
  - Ideal postal driving routes utilize right hand turns.
  - The Post office will provide for an optional extra CBU parcel box to aid in parcel deliveries.



- Items that don't fit into available compartments will be placed at the doorstep.

III. CBU Construction Information

- See the sample construction drawings urban roads with sidewalks.
- CBU's aren't crash or breakaway safe. Depending on your policy and terrace widths, CBU's should be a minimum of 2 or more feet clear of any curb as a clear zone and up to 6 feet away as a breakaway zone.
- While the CBU may be placed on either side of the sidewalk. De Pere does not want CBU's in the terrace due to possible CBU damage from snow plowing, to avoid breakaway requirements and clear distance issues.
- De Pere will require a right of way bump out behind the sidewalk so the CBU is still located in the public right of way, see the drawing to the right.
- A standard CBU **slab width** is 5 feet. The slab is poured adjacent to the sidewalk. **5 feet wide** allows a 2 feet offset to the front of the CBU from the sidewalk, 1.5 feet of CBU depth and 1.5 feet clearance on the back of the CBU's to the rear edge of slab.
- A standard CBU **slab length** measured along the sidewalk; to accommodate 2 CBU's, 1 parcel box and have 1 spare future CBU space, is 4 CBU spaces at 3 feet each plus 1.5 feet clear on each end, totaling **15 feet long**. The slab may be wider if a more centralized location is used and more CBU's are needed in a location. Just add 3 feet extra for each additional CBU.

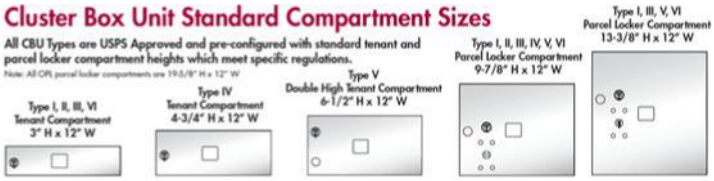


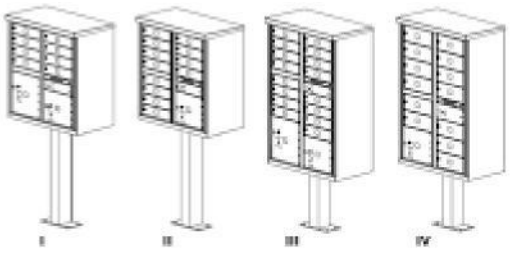
- Each standard CBU **right of way bump out area width is 5 feet** to accommodate the 5 feet CBU slab that has the same clearance as the sidewalk is to right of way (6" in De Pere's case).
- Each standard CBU **right of way bump out area length is 18 feet** to accommodate more clearance of 1.5 feet on each side. Add 3 feet each if you plan additional CBU's
- ADA type accessible routes, part of USPS National Delivery Planning Standards Handbook PO-632
  - Standard sidewalk requirements: 5 feet wide (4 feet minimum), use curb ramps at curbs, 1 to 2% cross slope etc.
  - Don't place CBU's at the curb facing the street, as a curb is an ADA barrier and is not acceptable.
  - Place CBU's 15" or more off the sidewalk edge. De Pere will use a 24" offset for pedestrians and so there is generous space to plow snow with power equipment.
  - CBU foundation pads are 8" thick and they must be level to the sidewalk. Make them 5 feet wide to leave room around the sides and edges so lawnmowers and easily go around the edge without hitting the CBU box and eliminate lawn trimming needs.
  - The Sidewalk and CBU foundation will be installed by the City as part of the subdivision work.

IV. CBU Mailbox Information

- Municipalities are an integral part of the subdivision construction process. Now that you know planning accessible routes and installing the CBU foundation pads is fairly simple, the City will purchase and install the actual CBU Mailboxes for the developer as well.
- Before the CBU is bolted down, call the post office to install the 2 Arrow USPS master door locks in the CBU so it is locked.
- **Also consider that it is probably important to make sure that CBU's and their foundation pads are installed before the first Builder shows up, so that home placement and driveways won't interfere with the CBU and pad later.**

- Make sure the product you order is USPS approved - F SERIES
- The City will pass the keys out. If you have residents stopping by Public Works to get their garbage cans anyway that might make sense for the Municipality. Handing out keys only happens once.
- When homeowners move, they are supposed to hand CBU mailbox keys to the new homeowners.
- If a resident loses their keys, they will have to call the post office and for a fee USPS will install a new lock and provide a new set of keys.





	TYPE I	TYPE II	TYPE III	TYPE IV
INSTALLED HEIGHT	62"	62"	62"	62"
DEPTH	17-7/8"	17-7/8"	17-7/8"	17-7/8"
WIDTH	30-1/2"	30-1/2"	30-1/2"	30-1/2"
WEIGHT (WITHOUT PEDESTAL)	107 LBS	101 LBS	147 LBS	137 LBS
WEIGHT (WITH PEDESTAL)	123 LBS	229 LBS	162 LBS	152 LBS
QTY OF STANDARD COMPARTMENTS	8	12	16	13
QTY OF PARCEL COMPARTMENTS	2	1	2	1
PARCEL COMPARTMENT HEIGHT	16", 23"	16"	16", 23"	16"

- Florence Manufacturing and Salsbury Industries are the two primary manufacturers of USPS approved cluster mailboxes in the United States. The number of compartment slots and compartment slot sizes vary in each CBU type.
- All CBUs have the same outside overall dimensions: 30.5" wide by 18" deep. They all have the same total height. The posts are taller or shorter depending on how many compartments are selected. Standard 3" tall compartment door sizes come in 8, 12, and 16 unit configurations, while the larger 4-3/4" compartment door size comes in a 13 unit configuration. CBU's have two half double doors on the front that the postal employee opens to load the mail into. They also come with optional decorative features and parcel box models for larger delivery items.
  - The two most common CBU models that might be used in a subdivision can be seen to the right. De Pere is going to standardize on the Type IV unit below.
    - Type IV – is a 13 compartment CBU that has 4-3/4" tall and 12" wide slots. It has 1 lower parcel box built in the bottom and 1 outgoing mail slot. Smaller flexible.
      Packages might fit in these larger slots but it only has one parcel box. 2 CBU units will serve up to 26 lots.
  - De Pere is planning to standardize on the black color.
  - Decorative features are optional, but De Pere plans to add the Flat top style decorative features for all new installations



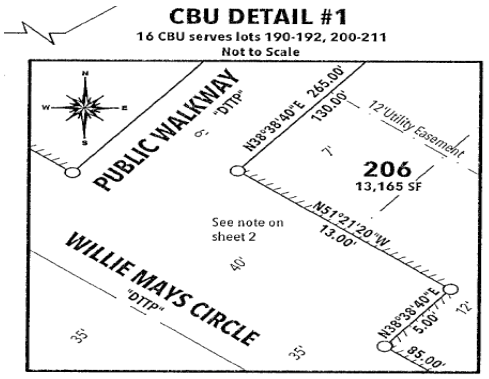




V. CBU Operation

- How lot addresses & CBU door labels work:
  - Units come with either labels or engraved numbers on each mailbox compartment door.
  - Typically, up to 5 digits can be on each label or engraved.
  - Actual street addresses are not typically used on each tenant mailbox box door for various reasons.
  - In De Pere each CBU location will have a ROW bump out location number shown on the plat and a detail showing which lot numbers that are served. Typically, 2 CBU's will be at each bump out location serving 26 to 32 lots. If you have any duplexes, town houses or condo lots remember to plan for that. Apartments will have their own on-site CBU units.

- **Example CBU door numbering method** could be as follows: The first label number would be 4 for CBU bump out location #4. The second number, as normally there are 2 CBUs are at each location, would be either 1 or 2. The last two digits would be the CBU compartment number, say 1 – 13 or 1 – 16, so the the first CBU unit would have compartment numbers as 411, 412, 413 through 4116, the second CBU unit at the same location would be 421, 422, 423 through 4216. The numbers on the compartment doors can be labeled with decals or be engraved.



- Once the plat is recorded and a street address is given for each subdivision lot. City staff will use a strip label maker to label the floor of each compartment inside the CBU unit with the street name & address of the home so the delivery person will know which slot to put mail in when they open the front double doors. Then label each key with the CBU door unit number and the street address of the home. Keep the keys at the Public Works office, 925 S. Sixth Street, and distribute them when residents come in for their garbage cans.
- **When ordering**, **Color Select** BLACK, **Use/Locks Select** USPS use WITHOUT Postmaster Lock (USPS installs them for free), **Anchor Bolts Select** Include Expansion Anchor Bolts for a pre poured concrete slab, **Compartment Door Identification Select** Custom Door Engraving it should be free, **Enter the CBU custom numbering as determined by the subdivision plan & municipality.**
- **Parcel Keys work like this: When the postal delivery person places a parcel in a parcel box the key to the parcel box is placed in the mail slot of the resident intended to receive the package. When the resident obtains the key from their mail slot, they open the appropriately labeled parcel locker to retrieve their parcel and the special parcel lock traps and holds the key for the postal delivery person to be used again.**

Extra USPS provided parcel boxes

- USPS Postmasters in Brown County will optionally provide one extra 2 or 4 unit parcel box for larger parcels. It has the same dimensions as regular CBU's. An extra parcel box is not required.
- As part of the coordination process USPS will order and pay for the extra parcel box if desired and match the color. USPS has a contract with Salsbury for CBU's. There are several licensed & authorized CBU manufacturers and they should all be built exactly the same like Salsbury, Florence etc.

City of De Pere Municipal Cluster Mailbox Unit (CBU)
Informational Guide for Residents

How to obtain a key:
Original keys will be obtained from the City of De Pere Public Works Department, 925 S. Sixth Street during regular business hours.

What to do with your key when you move:
Residents will leave the mailbox compartment keys with the property for the new owner.

What to do if you lose your key:
Residents will have to call the post office (920-336-4306) and for a fee USPS will install a new lock and provide a new set of keys.

How to collect packages:
When the postal delivery person places a parcel in a parcel box the key to the parcel box is placed in the mail slot of the resident intended to receive the package. When the resident obtains the key from their mail slot, they open the appropriately labeled parcel locker to retrieve their parcel and the special parcel lock traps and holds the key for the postal delivery person to be used again.

CBU Maintenance:
General CBU Maintenance will be the responsibility of all residents assigned to the unit per the plat (cleaning, vandalism removal, etc). Lawn and snow removal maintenance will be the responsibility of abutting property owners. Should a CBU be damaged and require repair or replacement, property owners will have opportunity to complete the work. If replaced, the CBU shall meet the City standard. If the City determines that the CBU requires repair or replacement and it is not completed by the residents assigned to the unit, the City will repair and/or replace and invoice evenly amongst all properties assigned the unit per the plat.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation of Finance/Personnel Committee to Approve Various Credit Limit Increases for City Credit Cards.**

At its meeting on November 8, 2022, the Finance/Personnel Committee voted unanimously to recommend approval of the various credit limit increases for City credit cards and move the item forward for consideration by the Common Council.

ATTACHMENTS:

- Credit Card Memo - November 1-2022(PDF)
- CREDIT CARD HOLDERS WKST FINANCE MTG 11-8-22 B (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: November 3rd, 2022
Subject: Consideration & Approval of Various City Credit Card Limit Increases

I have attached a summary of the City's various departmental credit cards along with their present and proposed limits. The credit card program was originally approved by the City Council in October of 2007 and several employees have asked for the increased limits to allow them to use the cards especially during peak purchasing months. This would further enable them to take advantage of more favorable cost savings with vendors such as Amazon etc. I have highlighted the changes in yellow on the attached worksheet for your review and consideration. They will be available at the Finance Committee meeting for any questions you may have regarding the changes as well and also feel free to contact me should you have any questions on this.

City of De Pere
Current/Proposed Credit Card Listing

	Name or Department Issued Card/Expiration Date	Present Credit Limit	Proposed Credit Limit
1	City Council - 1	1,500	1,500
2	City Council - 2	1,500	1,500
3	City Hall - 2	1,500	3,000
4	Fire Department	1,500	2,500
5	Engineering Department	1,500	2,500
6	Police Department - 1	2,500	-
7	Police Department - 2	5,000	-
8	Shannon Metzler	1,500	3,000
9	Lawrence Delo	2,500	3,000
10	Scott Thoresen	2,500	2,500
11	Eric Zygarlicke	1,500	1,500
12	Steven Massey	1,500	2,000
13	Parks Center	1,500	2,500
14	Tony Fietzer	1,500	1,500
15	Parks MSC	1,500	2,500
16	Dan Lindstrom	1,500	1,500
17	Health Department	1,500	3,000
18	City Hall - 1	1,500	1,500
19	Public Works	1,500	2,500
20	Jacob P Nowak	1,500	1,500
21	Todd W Kerkela	1,500	1,500
22	James Boyd	1,500	3,000
23	Jeremy Muraski	-	2,000
24	Chad Opicka	-	2,000
25	Nate Mrstik-Police	-	2,000
26	Kerry Krueger-Training Purposes	-	2,000
27	City Atty Tony Wachewicz	1,500	2,500
	TOTAL:	**41,000**	**54,500**

These two shaded items represent two increases that weren't on the Finance Agenda fyi.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Information Technology**
FROM:	**Justine Braun**
SUBJECT:	**Recommendation of Finance/Personnel Committee to Approve Purchase of Digital Juice Subscription.**

This item was unanimously approved by the Finance/Personnel Committee during its November 7, 2022, meeting.

Staff is requesting approval to make a one-time purchase of $249 for a lifetime subscription to the video production content library Digital Juice.
Digital Juice is a content library that provides licensed music, video production templates, stock footage and more. Access to this library would ensure we have the permission to use licensed music and speed up some video production projects with the use of templates. This resource would benefit both Cable Access and Marketing efforts. Several other area municipalities subscribed to this service including the City of Oshkosh.
Attorney Johnson has reviewed and signed off on the terms of service. There is funding in the cable access fund to cover the cost of the lifetime subscription.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Recommendation from the Business Improvement District Board to Approve the De Pere Business Improvement District 2023 Operating Plan.**

At their meeting on November 9, 2022, the Business Improvement District Board (BID) approved the 2023 BID Operating Plan by a vote of 6-0 and recommended the plan to the Common Council for approval subject to Wis. Stats., 66.1109 (3) (b).

The 2023 rates as shown in Appendix C were calculated at a rate of $2.00 per $1,000.00 of assessed value, an increase of $0.25 per $1,000 of assessed value. The BID board approved a change to also raise the cap from $1,950 to $3,000 per parcel and remove the cap for owning multiple parcels. No parcel is assessed less than $275.00. Property values used to calculate the BID assessment represent the assessed value of real property, as certified by the City of De Pere Assessor, as of January 1, 2022. Assessments are based per parcel and legal ownership.

The resulting in an estimated 2022 assessment collection of $117,148.60. The assessment funds are proposed to be allocated to the City of De Pere ($1,000) and to Definitely De Pere ($116,148.60).

ATTACHMENTS:

- DRAFT BID_OperatingPlan_2023 BID Board Approved (PDF)
- Benchmark Community Analysis (PDF)

DRAFT

De Pere Business Improvement District

2023 Operating Plan

(Year Nine)



Approved by De Pere Business Improvement District: **11/09/2022**
Approved by De Pere Common Council: **11/15/2022 (scheduled)**

The 2023 Business Improvement District (BID) Plan was prepared by the City of De Pere in collaboration with the BID Board and Downtown De Pere, Inc. (dba Definitely De Pere)

BID Board Members

Tom Gavic - Chairperson (term expires 2024)
Rich Starry - Vice Chairperson (term expires 2025)
Larry Delo - Secretary (term expires 2025)
Mary Boyd (term expires 2024)
Brent Felchlin (term expires 2024)
Maya Romboy (term expires 2025)
Final Position Vacant

Downtown De Pere, Inc.

Tina Quigley - Executive Director
Scott Hemauer - Board President (2023)
Kendall Tilkens - Marketing & Events Coordinator

City of De Pere

Daniel Lindstrom - Development Services Director
Bill Boyle - GIS Manager/Project Manager

DE PERE
BUSINESS IMPROVEMENT DISTRICT OPERATING PLAN
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I. Introduction

Wisconsin Act 184, signed into law in 1984, gives Wisconsin municipalities the authority to create Business Improvement Districts (BIDs) within their communities. To do so, at least one property owner within the proposed district must petition the City to create a BID. The State Legislature created Wis. Stats. §66.1109 (the "BID Law") to provide a way for business properties within an established district to authorize voluntary assessments. The assessment funds are to be used for programs aimed at promoting developing, redeveloping, managing, and maintaining that district. There are currently approximately 90 active BID's in the State of Wisconsin across approximately 50 different communities.

Business Improvement Districts are quite similar to traditional special assessments where property owners are assessed for improvements or services that benefit them. Unlike traditional assessments, Business Improvement District assessments can be used to finance a wide range of activities, services, and improvements. Primarily BIDs have been used to attract merchants and business owners that in turn attract more customer traffic downtown. Some BIDs in Wisconsin have funded physical improvements like lighting or parking; others have funded promotional and marketing materials and events. The Operating Plan for each BID directs the use of funds and identifies projects, priority areas, etc.

A. Purpose and History of the BID

The property owners who were involved in the creation of the BID hoped to accomplish the goals and ideas presented in the De Pere Downtown Master Plan, Cultural District Master Plan, Comprehensive Plan, Historic Preservation Plan, West Side Vision Plan (pending) and the updated Comprehensive Plan, herein referred to as "Long Range Plans". The original De Pere Business Improvement District Operating Plan had been developed by De Pere BID proponents and the City of De Pere. This BID Operating Plan and future plans will be developed by the BID Board, the City of De Pere, and Downtown De Pere, Inc., along with input and discussion from the membership.

The BID Board, through the development of this Operating Plan, has coordinated with Downtown De Pere, Inc. and the membership for the work described in this plan. Downtown De Pere, Inc. and the BID provide for a system that has shared long-term goals, and results, that will benefit both the BID District and the City of De Pere.

As used herein, "DBID Operating Plan" shall refer to the De Pere Business Improvement District Operating Plan, and "District" shall refer to the properties located within the physical boundaries of the Business Improvement District, as provided herein in Appendix B.

The De Pere BID was created to:

1. Allow for private property owners to work together in conjunction with the City to develop the District.
2. Enhance existing public funding sources to continue to maintain and promote the District. The BID also empowers future investments generated through private resources in addition to existing public dollars.
3. Provide for an equitable and fair mechanism for funding initiatives that will benefit all business and property owners in the District.
4. Ensure the District will be preserved and will improve the social and economic environment of the District. This is a mechanism to bring together funding initiatives that will fulfill District improvement projects identified in the Long Range Plans.

Use of a BID to develop the District was anticipated to work as follows:

1. The BID was created by the Common Council of the City of De Pere.
2. An operating Board (BID Board), comprised mostly of property owners within the District, has all powers necessary to implement the DBID Operating Plan.
3. The City collects BID assessments from District property owners following the approved assessment formula.
4. Assessment collections are turned over to the BID Board for distribution in accordance with the DBID Operating Plan by the 15th day of the month following such collection.

The Original De Pere BID (established in 2014) included 221 parcels with a total BID value over $68,209,900. The boundaries include parcels in West and East De Pere's Downtown Business District. Out of the 221 parcels, 76 were tax-exempt or were used for residential purposes. The BID value of the remaining 145 parcels was assessed at $1.75 for every $1,000.00 in total value of the parcel.

II. Development Plans

The objective of the BID is to preserve and improve the social, economic and physical environment in the District, bring together appropriate partnerships of people, organizations and funds, and to evaluate and implement District development projects identified by businesses and building owners in the Long Range Plans. This section of the Plan shall be the De Pere BID Operating Plan for 2023.

The BID plan works towards creating Plan Objectives, Activities, and Benefits that are measurable. As each year of the BID evolves so must the Objectives, Activities, and Benefits of the plan to find ways to measure success.

A. Plan Objectives

Goals for the District Development as identified by local businesses, building owners, and residents in the Long Range Plans.

1. **Make the downtown a destination** by efforts to attract more residents and visitors and increase vitality, while preserving the existing charm and character.
2. **Support business and private investment** by providing business support and mentorship, organized events, and a current business directory.
3. **Capitalize on key business niches** and promote growth trending clusters in appropriate locations to increase foot traffic and highlight different experiences and sub-districts within the Downtown.
4. **Add life to the District** through expanded creative placemaking efforts, public art, special events, and cultural offerings.
5. **Increase public realm investment and improvement** to create unique and high-quality spaces that provide linkages and outdoor rooms within the Downtown, providing space for enjoyment and organized events.
6. **Promote walkability and bikeability as integral transportation modes** through education efforts, outreach programs with partner organizations, infrastructure investment, and events/programming.

7. **Create New Neighborhoods in the Downtown** Help to brand distinct neighborhoods in the District based on existing assets and future vision. Support development and redevelopment of a range of different housing products.
8. **Support Growth and Redevelopment** in alignment with the Long Range Plans without losing the authentic existing character. Balance growth with change, including parking and traffic needs.

B. Proposed Activities

General activities consistent with the above objectives include:

1. **Business Retention and Expansion/Development Projects**

Direct Action

a. Downtown De Pere Inc, BID Board, and City to maintain a Downtown business building owner and business owner database to be used as a resource to facilitate conversations between building owners and prospective tenants and buyers and sellers.

b. Downtown De Pere Inc, BID Board, and City work to establish a strategic business retention and expansion program that considers market demand and complements existing businesses.

c. Provide technical assistance to independently owned businesses (marketing and promotions, storefront/window displays, business plan development, retail space improvements, etc).

d. Conduct business retention surveys to identify activities that add value and help drive small business success.

e. Provide business owners with funding assistance by identifying opportunities including grants, low-interest loans, etc. Assist with the application process to secure funding.

f. Provide business owners with information on changing markets.

g. Inform business owners of seminars, workshops, webinars, etc. to help improve their business.

h. Continue to promote historic buildings in the district, by facilitating façade rehabilitation projects and educating property owners on available federal and state historic tax credits for building preservation.

Support Action

i. Downtown De Pere Inc, BID Board, and City work to establish a strategic business recruitment program that considers market demand and complements existing businesses.

j. Establish existing business touch-point/tracking metrics.

k. Support plans for the redevelopment of vacant and underutilized properties (360 Main Ave, Former Shopko, etc).

2. **Marketing and Branding**

Direct Action

a. Explore different ways to effectively market and promote the Downtown as a destination through image development campaigns, promotional materials, website itinerary blogs, etc.

b. Maximize communication opportunities (press, newsletter, social media, etc.) to drive traffic into Downtown businesses and raise the visibility of events. Support the creation/development of a community-wide calendar that would serve as the primary resource for De Pere news and activities.

c. Enhance current events and develop a plan to add new ones to bring more people downtown throughout the year (historic and public art walking tours, special events, retail events, food and beverage walks, music series, etc.)

Support Action

d. Research, study, and present to the BID Board and Common Council the findings of the updated economic impact of the Mulva Cultural Center.

e. Coordinate with BID Board/Downtown De Pere Inc Board, the De Pere Cultural Foundation, and various local business resources to begin to develop a plan to retain visitors to the Mulva Cultural Center through specific destination marketing.

Additional Downtown De Pere, Inc. Activities Related to Subject (informational)

f. Work directly with business owners to manage and develop promotional activities that bring value to their business and revolve around increasing foot traffic and economic activity.

3. Streetscaping Improvements

Direct Action

a. Continue to focus on creating a more pedestrian-inviting environment through enhanced streetscape projects (planters, banners, etc).

Support Action

b. None

Additional Downtown De Pere, Inc. Activities Related to Subject (informational)

c. Activate the Michael J Walsh Plaza by programming special events and activities to encourage community gatherings.

d. Continue implementing new and innovative public art projects.

e. Work to promote beautification and art-related projects to add to the District. Extend the success of the Public Art program into other areas with other forms of art.

f. Support the City in developing more pedestrian and bicycle-friendly roadways, crosswalks, and parking options to emphasize walking and biking as an integral transportation mode.

g. Support future infrastructure projects and continue to promote pedestrian and bicycle facilities and stormwater management, consistent with ideas presented in the long range Plans.

h. Identify future project timelines and strategies to move forward with other concepts identified in the downtown master plans.

4. Property Improvements

Direct Action

a. Work with building owners to encourage and secure façade grants and mural opportunities along the south face of the 400 Block of Main Ave to coincide with the development of the Cobblestone Hotel at 499 Main Ave.

Support Action

b. Promote business assistance programs, such as the locally administered Façade Grant Program, through continuous education efforts with both new and existing businesses via the development of a Downtown Resource Guide.

Additional Downtown De Pere, Inc. Activities (informational)

5. **General/Operational**

Direct Action

a. Coordinate with the City of De Pere to conduct an annual meeting (required).

b. Prepare BID annual plan in coordination with Downtown De Pere, Inc. annual plan (required).

c. Conduct building/property owners outreach to establish a database for communications (Bi-annual property owner meetings, bi-annual building owner meetings).

d. Work with the City to develop a memorandum of understanding and maintenance practices plan for the District, in which both parties have an understanding of expectations and responsibilities relating to the maintenance of the District, such as sidewalk snow removal, landscape maintenance etc.

e. Develop and implement a plan and budget for the coming year and beyond for the District based on the financial expectations from assessments and its priority of needs, and the City's planned improvements during the same period.

f. Prepare and implement an action plan for budget tracking to separate out BID expenses vs other expenses.

g. Ongoing research and annually study De Pere BID annual assessments compared to other similar communities in Wisconsin. The comparison should in communities of similar size, similar characteristics, and/or in this region.

h. Take all further action needed to carry out the general purposes of the BID Operating Plan as are allowed by BID law.

Support Action

i. None

Additional Downtown De Pere, Inc. Activities Related to Subject (informational)

j. Provide a structure to carry out projects and programs, and build consensus and cooperation among groups that have an important stake in the district by managing staff and committee volunteers.

k. Raise funds for projects and administration from donations, grants, sponsorships, etc.

l. Conduct surveys to community members and visitors to continue to provide programming and amenities that ensure downtown is a place that patrons want to return to time after time.

m. Promote community engagement and networking opportunities by increasing volunteer participation from BID and community members.

C. Benefits of the BID

Money collected by the BID under this DBID Operating Plan will be spent within the District or for the benefit of the District, and used to:

1. Help the District property owners secure and retain tenants by:
   a. Promotion of coordinated and collaborative partnerships between the District stakeholders, which includes business and property owners.
   b. Assisting property owners and tenants in the District in dealing and/or partnering with City Government through consultation and formal and informal interaction with City staff and officials.
   c. Assisting property owners in retaining existing tenants by providing programs and services that help businesses to thrive. Implement in conjunction with the City, projects identified in the Long Range Plans that will improve tenant retention.
   d. Assisting property owners in recruiting new businesses to the District and reducing new vacancies.
   e. Assisting property owners in rehabilitating second-floor rental units to generate additional cash flow for properties.
   f. Implementing in conjunction with the City, projects identified in the Long Range Plans that will improve tenant retention.
2. Help increase the value of property in the District by:
   a. Continuing to improve the perceived and actual image of the District.
   b. Investigating and facilitating enhancements to buildings in the District by business and property owners.
   c. Increasing the demand for space by new businesses that wish to locate in the District.
3. Help tenants and existing businesses in the District become stronger by:
   a. Conducting successful traffic building community events.
   b. Conducting successful retail and hospitality events.
   c. Enhancing the relationship between St. Norbert College and downtown.

III. Measures of Success

The success of the BID is determined by the level of satisfaction of those who create it and who controls the BID, as well as the level of customer satisfaction. This information can be attained through various surveys and questionnaires. A thorough review of qualitative and quantitative data concerning the BID occurred in year 3 (2018) and the business and building owners have been surveyed throughout 2022. That review should be updated periodically and provided to the BID Board for review at their strategic planning meeting.

In addition to the evidence suggested above, the following measures will be established and evaluated as quantifiable measures of success:

1. The Long Range Plans contain steps for both the public and private sectors. Many of these actions are identified in this DBID Operating Plan. The accomplishment of these objectives will indicate one measure of success for the BID.

2. Commercial facilitation is a measure that can easily be quantified as the number of businesses, both existing and new, that receive help, either financial or advocacy services by the BID.

3. Another way to measure BID success is by the growth in value of private property in the District. Quantifiable valuation measures are calculated annually to measure success over time.

4. A final way to track success is through occupancy rates and business inventory. The BID and Downtown De Pere, Inc. are required to report occupancy rates throughout the year and an summary will be included in each annual report.

A. Budget

The 2023 De Pere BID includes 214 parcels with a total BID value of $82,223,100 of which $67,893,100 are for assessable properties). The value increased by $1,898,800 due to the construction and partial assessment of the Cobblestone Hotel. Out of the 214 parcels, 77 are tax-exempt or are used for residential purposes. Out of the remaining 137, the BID assessment is $2.00 for every $1,000 in total assessed value of the parcel, with parcel to have an assessment of more than $ 3,000 or less than $275.

A map of the district boundaries is attached as Appendix B, and information for each parcel classification is listed in Appendix C. Funds collected through BID assessments shall be used to pay for this BID Operating Plan in order to implement a sustainable Business Improvement District for the City of De Pere.

Estimated 2023 Assessment Income (from 2022 assessments):	$117,148.60.

2023 Budgeted Expenses

1. Contract with Downtown De Pere, Inc.:	$116,148.60
2. City of De Pere Administrative Costs:	$1,000.00
Total:	$117,148.60

The BID does not have independently paid staff, and will use City of De Pere staff and contract with Downtown De Pere, Inc. for such services. The City of De Pere provides staff support to update the assessment numbers and operating plan, and administer the BID meetings.

Estimated expenditures for Downtown De Pere, Inc. and the City of De Pere are shown in Appendix A. Any unused funds remaining at the end of the year shall be deposited into contingency funds or designated for specific uses in the following DBID Operating Plan year. All physical improvements made with these funds shall be made in the District. The location of other expenditures shall be as determined by the BID Board, but shall be for the benefit of the District.

A Capital Reserve Account may be created to set aside a specific amount of the District's assessment or reserve. This account would be for long term capital needs and projects that may require extraordinary funding during a given budget year.

Annual Review

The BID law requires that the De Pere BID Operating Plan be presented annually to De Pere's Common Council for approval. To comply with the Wis. Stats., § 66.1109 (3) (b), the following process for the approval of the annual BID Operating Plan will be as follows:

1. A joint strategy session of representatives from the BID Board and the City will meet annually and will be responsible for developing the objectives of the BID Operating Plan for the next plan year.
2. The BID Board will review the proposed BID Operating Plan and make recommendations to the Common Council.
3. The Common Council will act on the proposed BID Operating Plan for the following plan year.
4. Appointment of new BID Board members will be made 30 days before the expiration of outgoing BID Board members' terms. This appointment is made by the Mayor and approved by the Common Council.

It is anticipated that the BID Board will continue to revise and develop the DBID Operating Plan annually in response to changing development needs and opportunities in the District. As a part of this review, the BID Board will analyze the benefits of the BID to the property owners and the community and based on this analysis, determine if it is appropriate to continue the BID.

The method of assessment shall not be altered unless a meeting of all District property owners assessed under the BID has been held to discuss such changes, except with the approval of the City of De Pere Common Council. This special meeting will be published as a Class 2 Notice, a copy of which will be mailed to each property owner in the District.

B. Relationship to Plans for Orderly Development of the City

According to Wisconsin Statutes §66.1109 (1)(f)(4), the DBID Operating Plan is required to specify how the creation of a BID promotes the orderly development of the City. The BID will encourage commerce and increase business activity in the District. Orderly development is consistent with the Long Range Plans and will promote the orderly development of the City in general and the District in particular.

C. Powers

It is intended that the BID Board shall have all powers authorized by law and this DBID Operating Plan, including, but not limited to, the following powers:

1. To manage the affairs of the District.
2. To promote new investment and appreciation in the value of existing investments in the District.
3. To contract on behalf of the BID when necessary to implement the DBID Operating Plan.
4. To develop, advertise, and promote the existing and potential benefits of the District.
5. To acquire, improve, lease, and sell properties in the District and otherwise deal in real estate.
6. To annually consider and make changes to the DBID Operating Plan.
7. To undertake on its own account, public improvements and/or assist in development underwriting or guaranteeing public improvements in the District.
8. To apply for, accept, and use grants and gifts for these purposes.
9. To elect officers and contract out work as necessary to achieve its goals.

10. To add to the security of the District.

D. Public Review Process

Wis. Stats. §1109(3) provides ample opportunities for public oversight of the BID, including:

1. The BID Board is subject to the Open Meetings Law (Wis. Stats. §19.84), requiring all meetings of the Board to be preceded by a public meeting notice and to be open to the public;
2. The BID Board must annually submit proposed changes to the Operating Plan to the Common Council for approval;
3. Any change to the special assessment method procedure requires the approval of the Common Council; and
4. The BID Board must provide an annual report of expenses and revenues.

IV. District Boundaries

The District is defined by the current configuration of tax parcels listed in Appendix C-1, and shown in map form in Appendix B. The District is generally bounded by Franklin St. in East De Pere, to N. Ontario St., to Lewis St., across the Claude Allouez Bridge to West De Pere bordered by Main Ave., to Fort Howard Ave., to Grant Street, and lastly to Third St. (St. Norbert College Campus). The District includes 137 taxable parcels subject to BID assessment, according to the Assessor's Records as of January 1, 2022. Parcels that are not taxable or are used for residential purposes have been excluded from this number, even as they fall within the boundaries.

V. BID Organization and Operating Board

Under the adopted By-Laws of the BID, the owners of real estate within the District will recommend members to serve on the BID Board to the Mayor and the Mayor shall appoint Board members from the names provided, whose appointment shall be subject to the approval of the Common Council. The By-Laws also require that over one-half of the BID Board members must be a property owner or operating business in the District and that appointments to the Board be made before the start of the plan year for which the DBID Operating Plan was adopted.

The Board's responsibility is to implement the current year's DBID Operating Plan and to contract for the carrying out of the DBID Operating Plan. The Board also must prepare an annual report and either a reviewed financial statement or audit (per State Statute requirements) and submit it to the Common Council. This will require the BID Board to negotiate with providers of services and materials to carry out the DBID Operating Plan; to enter into various contracts; to monitor development activity, and to ensure compliance with the provisions of applicable statutes and regulations.

The BID Board will operate under the provisions of the BID By-Laws adopted by the BID Board on July 17, 2015, and by the Common Council on September 1, 2015 - amended by the BID Board December 10, 2020 and the Common Council December 15, 2020. (See Appendix E for the adopted Bylaws).

VI. Financing Method

The proposed expenditures outlined in the budget will be financed with funds collected from the BID assessment. It is estimated that in 2023, the BID will receive $117,148.60 from the BID 2022 special assessment. Monies collected from the BID assessment will also be used to contract with Downtown De Pere, Inc. following the DBID Operating Plan.

VII. Method of Assessment

A. Assessed Parcels

All taxable property used for commercial purposes, as well as those taxed by the state as manufacturing, in the District boundary, will be assessed. Properties used exclusively for residential purposes cannot be assessed under Wis. Stats. §66.1109(5). Mixed-use properties containing both commercial and residential will be fully assessed. Those that are used for commercial, as well as manufacturing, will be assessed. Finally, property exempt from paying real estate taxes or owned by government agencies may not be assessed under Wis. Stats. §66.1109(5).

B. Levy of Assessment

Special assessments under this DBID Operating Plan will be levied, through the adoption of this DBID Operating Plan by the City of De Pere against each taxable property within the District, in the amount shown on the assessment schedule, which is attached in Appendix C.

The 2023 rates as shown in Appendix C were calculated at a rate of $2.00 per $1,000.00 of assessed value. Parcels are assessed on an individual basis. No parcel is assessed more than $3,000.00, and no less than $275.00. Property values used to calculate the BID assessment represent the assessed value of real property, as certified by the City of De Pere Assessor, as of January 1, 2022. Assessments are based per parcel and legal ownership.

The logic behind the assessment methodology is that each non-exempt parcel owner should pay for district developments in proportion to benefits derived. It is assumed that a minimum and maximum benefit can be achieved for each parcel, thus the minimum and maximum BID assessments have been established.

C. Schedule of Assessments

Appendix C provides a schedule of assessments for 2022 (to fund the 2023 Operating Plan) for all non-exempt parcels in the District based on the formula described above. For convenience, a schedule of all nontaxable parcels exempt from BID assessments are also identified as part of Appendix C.

D. Assessment Collection and Disbursal

The City of De Pere will bill all non-exempt parcel owners the assessed amount in the same manner as other special assessments. The City shall then turn over all collected funds to the BID Board for distribution following the DBID Operating Plan.

The City of De Pere shall hold funds collected for BID assessments in a separate account.

The BID Board will prepare and make available to the public and Common Council annual reports describing the current status of the BID, including expenditures and revenues, when it submits its annual DBID Operating Plan to the City for the following year. Disbursement of BID funds will be made following

the approved DBID Operating Plan and budget. At the end of the fiscal year, an independent certified audit or reviewed financial statement shall be obtained by the BID Board.

This section shall be sufficient instruction to the City to disburse the BID assessment, without the necessity of an additional disbursement agreement, disbursement method, or accounting method. Disbursements made under this DBID Operating Plan shall be shown in the City's budget as a line item. Other than as specified herein, the disbursement procedures shall follow the standard City disbursement policy.

E. Annual Report

An annual report prepared by the BID Board is required by section 66.1109 (3) (c) of the Wisconsin Statutes. Downtown De Pere, Inc. will prepare the annual report for operations in the District as well as obtain the required audit or reviewed financial statement. Downtown De Pere, Inc. will provide copies of these reports to the City of De Pere for inclusion in the BID Operating Plan. The BID shall be responsible for the payment of any funds specified for the BID audit and related to BID activities for said BID audit and/or reviewed financial statement. State statute includes detail as related to the amount allocated for these items. The BID Board will continue to review, revise, and develop the DBID Operating Plan annually in response to changing development needs within the District.

VIII. City Role in District Operations

The City of De Pere is committed to helping owners and occupants in the District promote the objectives outlined in this DBID Operating Plan while maintaining autonomy in the preparation of its annual budget. The City makes significant annual investments in the District for maintenance, upkeep, and infrastructure. The City will continue providing services, capital improvements, and funds for maintenance, the Facade Grant Program, and promoting economic development. The City of De Pere will also commit to the following:

1. Encourage County, State, and Federal Governments to support activities of the District.
2. Monitor, and when appropriate apply for, outside funds which could be used in support of the District.
3. Collect assessments and maintain a segregated account.
4. Provide disbursement of BID funds to service providers following the DBID Operating Plan and budget.
5. Obtain and review annual audits/reviewed financial statements as required per Section 66.1109 (3) (c).
6. Provide a financial statement to the BID Board.
7. Review annual audits/reviewed financial statements as required by Section 66.1109 (3) (e) of the BID Law.
8. Provide to the BID Board no later than September 1st each plan year, the official City records on assessed value for each tax parcel within the District as of that date in each DBID Operating Plan year, to calculate the BID assessment.
9. Adopt this DBID Operating Plan in the manner required by the BID Law.
10. Appoint and confirm new BID Board members as required by BID Law.
11. Provide Staff for the operation, facilitation, and support of the BID Board.

IX. Required Statements

The BID Law requires that the DBID Operating Plan include specific statements:

1. *66.1109(1)(f)(1) The special assessment method applicable to the business improvement district*. The special assessment method is set forth in Section VI.
2. *66.1109(1)(f)(1m) Whether real property used exclusively for manufacturing purposes will be specially assessed*. The District will contain property used exclusively for manufacturing purposes; it will contain properties used in part for manufacturing. These properties will be assessed according to the formula contained herein because it is assumed they will benefit from development in the District.
3. *66.1109(1)(f)(2) The kind, number and location of all proposed expenditures within the business improvement district*. The number and location of proposed expenditures is set forth in Section II.G.
4. *66.1109(1)(f)(3) A description of the methods of financing all estimated expenditures and the time when related costs will be incurred*. The method of financing the estimated expenditures is set forth in Section V.
5. *66.1109 (1) (f) (4) A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan*. Please refer to Section II. B, C and E.
6. *66.1109 (1) (f) (5): A legal opinion that subds. 1. to 4. have been complied with*. A legal opinion from the BID Attorney, indicating that the Operating Plan complies with all applicable provisions of Section 66.1109 (1) (f) (1-4) is attached as Appendix F.

X. Severability and Expansion

The Business Improvement District has been created under the authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of the BID Law or this DBID Operating Plan unconstitutional, it will not invalidate or terminate the BID. The DBID Operating Plan will be amended to conform to the law without the need of re-establishment. Should any legislature amend the statute to narrow or broaden the purposes of a BID to exclude or include as assessable properties a certain class or classes of properties, then this DBID Operating Plan may be amended by the Common Council of the City of De Pere when it conducts its annual budget approval, without any necessity to undertake any other act. If it is determined by a court or administrative body that a parcel of property is not subject to general real estate taxes and may not be included in the District, then such parcels shall be excluded from the definition of the District.

All of the above is specifically authorized under Wis. Stats. §66.1109(3)(b).

APPENDIX A: 2023 BID Budget & City Administrative Costs

City of De Pere Administrative Costs

In 2023, **$1,000** of BID Assessment funds will be used to fund the City of De Pere administrative costs as outlined below. The dollar amount proposed for BID funds represents only a portion of costs incurred by the City.

Annual Meeting Mailing (printing and postage): $150

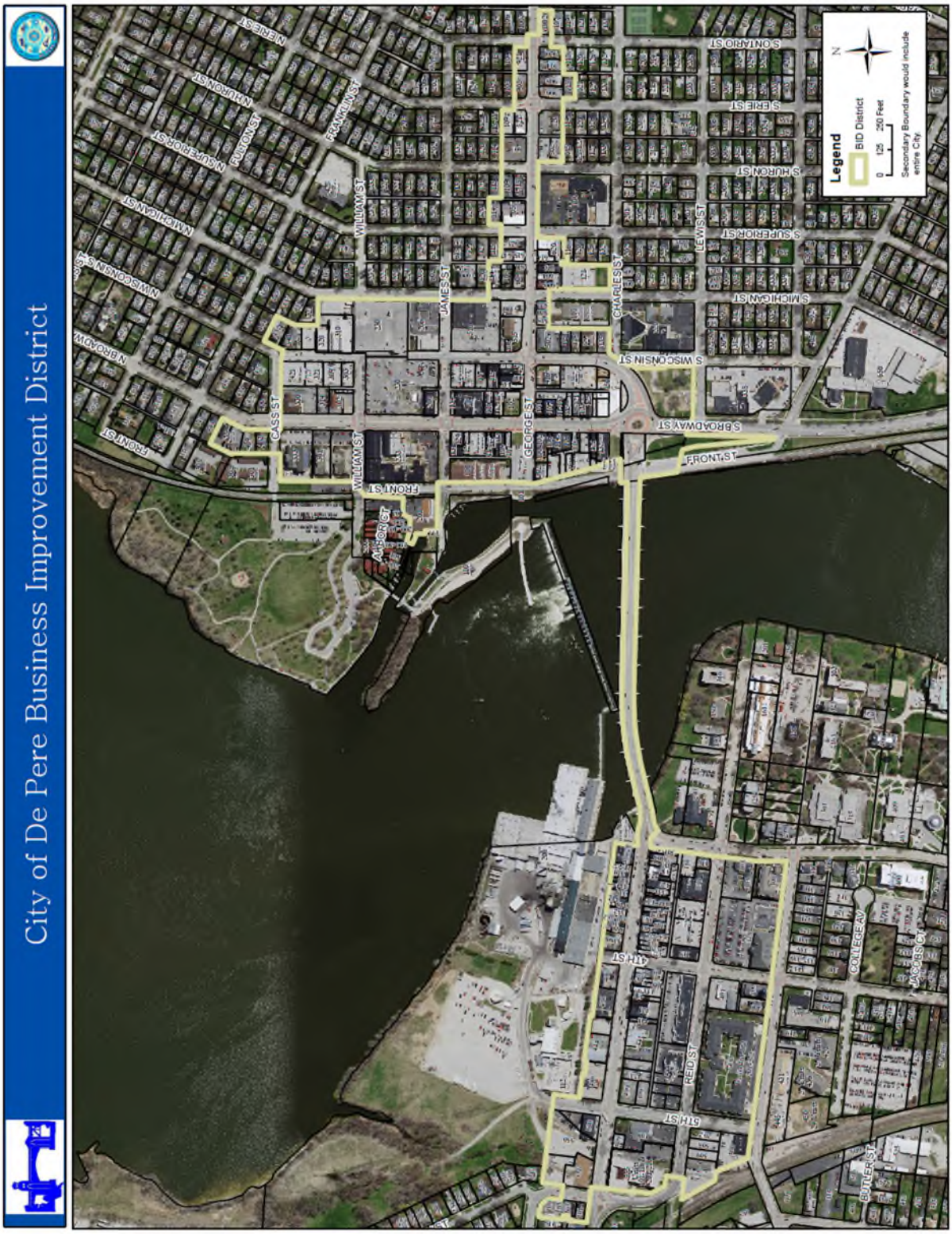
City Staff Time: $875 (this amount covers only a portion of the time needed to calculate the assessment data, administering the BID meetings, and updating the annual operating plan. Actual City staff costs are estimated at $3,000)

Key Staff and Responsibilities
Administrative Staff (meeting agendas, meeting minutes, correspondence)
Development Services Director (BID operating plan, parcel & assessment data, correspondence, meeting memos)
GIS Coordinator/Project Manager (BID map, parcel & assessment data)
City Clerk (submittal of assessment data to the County)
City Attorney (statute review)

Downtown De Pere, Inc. Budget

In 2023, the BID Board will contract with Downtown De Pere, Inc. in the amount of $116,148.60 to implement the Operating Plan. The Downtown De Pere, Inc. draft budget will be provided for review at the annual membership meeting.

APPENDIX B: BID District Boundary



APPENDIX C: Properties in the District including Assessed and Exempt Properties

2023 De Pere Business Improvement District Assessments						
#	PARCEL ID	ADDRESS	PROPERTY OWNER	PROPERTY VALUE	BID PROPERTY VALUE	ASSESSMENT
1	ED-1006	109 N HURON ST	LTF INVESTMENTS LLC	$ 104,300.00	$ 104,300.00	$ 275.00
2	ED-1007	715 GEORGE ST	LTF INVESTMENTS LLC	$ 54,200.00	$ 54,200.00	$ 275.00
3	ED-1008	705 GEORGE ST	LTF INVESTMENTS LLC	$ 279,700.00	$ 279,700.00	$ 559.40
4	ED-1010	114 N SUPERIOR ST	LTF INVESTMENTS LLC	$ 20,100.00	$ 20,100.00	$ 275.00
5	ED-1048	820 GEORGE ST	DE PERE CHIROPRACTIC HOLDINGS LLC	$ 306,200.00	$ 306,200.00	$ 612.40
6	ED-1058	802 GEORGE ST	FLOUR CHILD LLC	$ 328,000.00	$ 328,000.00	$ 656.00
7	ED-1065	109 N ERIE ST	NEW HORIZON ENTERPRISES LLC	$ 47,400.00	$ 47,400.00	$ 275.00
8	ED-1066	821 GEORGE ST	NEW HORIZON ENTERPRISES LLC	$ 377,300.00	$ 377,300.00	$ 754.60
9	ED-1067	805 GEORGE ST	OFFICE HARMONY LLC	$ 400,000.00	$ 400,000.00	$ 800.00
10	ED-1088	921 GEORGE ST	SUMMERLEIGH ASSOCIATES INC	$ 274,000.00	$ 274,000.00	$ 548.00
11	ED-1089	905 GEORGE ST	BEACHWALKER EXPRESS LLC	$ 220,600.00	$ 220,600.00	$ 441.20
12	ED-1094	920 GEORGE ST	ROBERT VANDEURZEN	$ 118,300.00	$ -	$ -
13	ED-1095	914 GEORGE ST	CAPRICORN PROPERTIES INC	$ 435,000.00	$ 435,000.00	$ 870.00
14	ED-1103	115 S ERIE ST	LEDGE HEAVEN LLC	$ 240,400.00	$ 240,400.00	$ 480.80
15	ED-1104	908 GEORGE ST	CRAIG R NELSON	$ 181,200.00	$ 181,200.00	$ 362.40
16	ED-1105	900 GEORGE ST	CLYDE B TETZLAFF	$ 188,100.00	$ 188,100.00	$ 376.20
17	ED-18-65	201 JAMES ST	CHATEAU DEPERE LLC	$ 1,700,000.00	$ 1,700,000.00	$ 3,000.00
18	ED-287	230 S BROADWAY ST	DEPERE CITY OF WELLS PARK	$ -	$ -	$ -
19	ED-376	0 N BROADWAY ST	435 BROADWAY LLC	$ 564,000.00	$ 564,000.00	$ 1,128.00
20	ED-377	435 N BROADWAY ST	435 BROADWAY LLC	$ 20,300.00	$ 20,300.00	$ 275.00
21	ED-432	432 N WISCONSIN ST	RYAN D PICHLER	$ 249,000.00	$ 249,000.00	$ 498.00
22	ED-432-1	340 N WISCONSIN ST	VOYAJONES LLC	$ 500,100.00	$ 500,100.00	$ 1,000.20
23	ED-660	1002 GEORGE ST	1002 GEORGE STREET LLC	$ 158,200.00	$ 158,200.00	$ 316.40
24	ED-719	0 FRONT ST	DEPERE CITY OF	$ -	$ -	$ -
25	ED-737	0 FRONT ST	WISCONSIN DEPT OF NATURAL RESOURCES	$ -	$ -	$ -
26	ED-751	409 N BROADWAY ST	DEPERE HISTORICAL SOCIETY	$ -	$ -	$ -
27	ED-752	403 N BROADWAY ST	DEPERE HISTORICAL SOCIETY INC	$ -	$ -	$ -
28	ED-756	333 N BROADWAY ST	BROWN COUNTY LIBRARY	$ -	$ -	$ -
29	ED-758	301 N BROADWAY ST	BEEKOZ LLC	$ 1,750,000.00	$ 1,750,000.00	$ 3,000.00
30	ED-758-1	300 N BROADWAY ST BLK	BEEKOZ LLC	$ 1,750,000.00	$ 1,750,000.00	$ 3,000.00
31	ED-766	233 N BROADWAY ST	HEARTLAND AFFORDABLE HOUSING DE PERE LL	$ 2,804,800.00	$ 2,804,800.00	$ 3,000.00
32	ED-767	129 N BROADWAY ST	BROOKS TL HOLDINGS LLC	$ 120,200.00	$ 120,200.00	$ 275.00
33	ED-767-1	131 N BROADWAY ST	MC KIM T BOYD	$ 102,000.00	$ 102,000.00	$ 275.00
34	ED-768	127 N BROADWAY ST	SCOTT TROWBRIDGE	$ 295,000.00	$ 295,000.00	$ 590.00
35	ED-769	123 N BROADWAY ST	DEPERE CITY OF	$ -	$ -	$ -
36	ED-771	117 N BROADWAY ST	BELLE HOLDINGS LLC	$ 186,400.00	$ 186,400.00	$ 372.80
37	ED-772	115 N BROADWAY ST	SAKS HOLDINGS LLC	$ 166,700.00	$ 166,700.00	$ 333.40
38	ED-774	109-113 N BROADWAY ST	SAKS HOLDINGS LLC	$ 285,200.00	$ 285,200.00	$ 570.40
39	ED-775	107 N BROADWAY ST	MARC P BRUMMEL	$ 450,200.00	$ 450,200.00	$ 900.40
40	ED-776	0 N BROADWAY ST	DEPERE CITY OF	$ -	$ -	$ -
41	ED-778	100 FRONT ST	LEFEBVRE INVESTMENT CO LLC	$ 1,250,000.00	$ -	$ -
42	ED-783	100 S BROADWAY ST	MP BROADWAY LLC	$ 68,100.00	$ 68,100.00	$ 275.00
43	ED-784	106 S BROADWAY ST	MP BROADWAY LLC	$ 22,900.00	$ 22,900.00	$ 275.00
44	ED-785	114 S BROADWAY ST	MP BROADWAY LLC	$ 67,200.00	$ 67,200.00	$ 275.00
45	ED-788	118 S BROADWAY ST	MP BROADWAY LLC	$ 19,300.00	$ 19,300.00	$ 275.00
46	ED-788-1	0 S BROADWAY ST	DEPERE CITY OF	$ -	$ -	$ -
47	ED-789	126 S BROADWAY ST	126 SOUTH BROADWAY LLC	$ 199,000.00	$ 199,000.00	$ 398.00
48	ED-790	132 S BROADWAY ST	MP BROADWAY LLC	$ 268,100.00	$ 268,100.00	$ 536.20
49	ED-793	0 FRONT ST	DEPERE CITY OF	$ -	$ -	$ -
50	ED-794	0 FRONT ST	DEPERE CITY OF	$ -	$ -	$ -
51	ED-796	0 FRONT ST	DEPERE CITY OF	$ -	$ -	$ -
52	ED-798	302 GEORGE ST	MP BROADWAY LLC	$ 42,100.00	$ 42,100.00	$ 275.00
53	ED-799	0 CHARLES ST	DEPERE CITY OF	$ -	$ -	$ -
54	ED-801	0 S BROADWAY ST	DEPERE CITY OF WELLS PARK	$ -	$ -	$ -
55	ED-80-3	0 S BROADWAY ST	WISCONSIN DEPT OF NATURAL RESOURCES	$ -	$ -	$ -
56	ED-816	416 GEORGE ST	416 GEORGE ST LLC	$ 398,000.00	$ 398,000.00	$ 796.00
57	ED-818	114 S WISCONSIN ST	DEPERE CITY OF MISSION SQUARE PARKING LO	$ -	$ -	$ -
58	ED-824	125 S BROADWAY ST	BEILKE LLC	$ 354,400.00	$ 354,400.00	$ 708.80
59	ED-826	123 S BROADWAY ST	SAKS HOLDINGS LLC	$ 196,900.00	$ 196,900.00	$ 393.80
60	ED-828	111 S BROADWAY ST	HZ PROPERTIES LLC	$ 185,600.00	$ 185,600.00	$ 371.20
61	ED-829	115 S BROADWAY ST	ZOELLER THOMAS G REVOCABLE TRUST	$ 424,500.00	$ 424,500.00	$ 849.00
62	ED-831	107 S BROADWAY ST	SAKS HOLDINGS LLC	$ 280,000.00	$ 280,000.00	$ 560.00
63	ED-833	101 S BROADWAY ST UNIT A-D	SAKS HOLDINGS LLC	$ 325,000.00	$ 325,000.00	$ 650.00
64	ED-833-1	0 GEORGE ST	DEPERE CITY OF	$ -	$ -	$ -
65	ED-834	0 JAMES ST	DEPERE CITY OF	$ -	$ -	$ -
66	ED-835	127 N WISCONSIN ST	DEPERE CITY OF	$ -	$ -	$ -

2023 De Pere Business Improvement District Assessments						
#	PARCEL ID	ADDRESS	PROPERTY OWNER	PROPERTY VALUE	BID PROPERTY VALUE	ASSESSMENT
67	ED-836	117 N WISCONSIN ST	FIT FAMILY LLC	$ -	$ -	$ -
68	ED-837	115 N WISCONSIN ST	FIT FAMILY LLC	$ 420,000.00	$ 420,000.00	$ 840.00
69	ED-840	421 GEORGE ST	LEE BUILDING CORP THE	$ 798,500.00	$ 798,500.00	$ 1,597.00
70	ED-841	417 GEORGE ST	GET REEL ENTERTAINMENT LLC	$ 227,100.00	$ 227,100.00	$ 454.20
71	ED-842	415 GEORGE ST	WADE CONARD	$ 244,700.00	$ 244,700.00	$ 489.40
72	ED-844	102 N BROADWAY ST	BROADWAY INVESTMENT PARTNERS LLC	$ 4,555,800.00	$ 4,555,800.00	$ 3,000.00
73	ED-847	112 N BROADWAY ST	STARRY DEVELOPMENT LLC	$ 421,400.00	$ 421,400.00	$ 842.80
74	ED-848	116 N BROADWAY ST	SERA K PROPERTIES LLC	$ 325,600.00	$ 325,600.00	$ 651.20
75	ED-850	124 N BROADWAY ST	LEE BUILDING CORP THE	$ 1,750,000.00	$ 1,750,000.00	$ 3,000.00
76	ED-851	134 N BROADWAY ST	DEPERE CITY OF	$ -	$ -	$ -
77	ED-857	200 N BROADWAY ST	UNION HOTEL CORP	$ 379,400.00	$ 379,400.00	$ 758.80
78	ED-861	230 N BROADWAY ST	DE PERE 230 DEVELOPMENT PARTNERS LLC	$ 446,500.00	$ 446,500.00	$ 893.00
79	ED-862	421 CASS ST	DEPERE CITY OF	$ -	$ -	$ -
80	ED-864	321 N WISCONSIN ST	DEPERE CITY OF	$ -	$ -	$ -
81	ED-865-1	309 N WISCONSIN ST	DEPERE CITY OF	$ -	$ -	$ -
82	ED-867	303 N WISCONSIN ST	DEPERE CITY OF	$ -	$ -	$ -
83	ED-869	302 N BROADWAY ST	NORTHERN GAS LLC	$ 366,100.00	$ 366,100.00	$ 732.20
84	ED-869-1	0 WILLIAM ST	DEPERE CITY OF	$ -	$ -	$ -
85	ED-870	314 N BROADWAY ST	WITZYTOO HOLDINGS LLC	$ 61,000.00	$ 61,000.00	$ 275.00
86	ED-871	330 N BROADWAY ST	WITZYTOO HOLDINGS LLC	$ 289,000.00	$ 289,000.00	$ 578.00
87	ED-875	230 N WISCONSIN ST	DE PERE 230 DEVELOPMENT PARTNERS LLC	$ 2,200,000.00	$ 2,200,000.00	$ 3,000.00
88	ED-878	310 N WISCONSIN ST	SRK REALTY GROUP LLC	$ 1,159,700.00	$ 1,159,700.00	$ 2,319.40
89	ED-880	320 N WISCONSIN ST	LKW HOLDINGS LLC	$ 400,000.00	$ 400,000.00	$ 800.00
90	ED-881	0 N WISCONSIN ST	DEPERE CITY OF	$ -	$ -	$ -
91	ED-886	206 N WISCONSIN ST	ASSOCIATED DEPERE BANK	$ 1,222,200.00	$ 1,222,200.00	$ 2,444.40
92	ED-893	144 N WISCONSIN ST	SEROOGY BROTHERS LLP	$ 1,065,300.00	$ 1,065,300.00	$ 2,130.60
93	ED-897	519 GEORGE ST	LFT INVESTMENTS LLC	$ 295,400.00	$ 295,400.00	$ 590.80
94	ED-900	515 GEORGE ST	DEPERE LAW BUILDING LLC	$ 542,000.00	$ 542,000.00	$ 1,084.00
95	ED-901	106 N WISCONSIN ST	LKW HOLDINGS LLC	$ 156,700.00	$ 156,700.00	$ 313.40
96	ED-907	518 GEORGE ST	BELLA NOVA LLC	$ 299,500.00	$ 299,500.00	$ 599.00
97	ED-915	127 S WISCONSIN ST	STECK LLC	$ 349,600.00	$ -	$ -
98	ED-916	119 S WISCONSIN ST	PUMPKIN HEADS LLC	$ 126,700.00	$ 126,700.00	$ 275.00
99	ED-917	115 S WISCONSIN ST	SEROOGY BROTHERS LLP	$ 251,700.00	$ 251,700.00	$ 503.40
100	ED-918	502 GEORGE ST	JDA ENTERPRISES OF WISCONSIN LLC	$ 363,700.00	$ 363,700.00	$ 727.40
101	ED-949	620 GEORGE ST	DAME PROPERTIES LLC	$ 441,000.00	$ 441,000.00	$ 882.00
102	ED-949-1	614 GEORGE ST	KEVIN L CHARLES	$ 181,500.00	$ 181,500.00	$ 363.00
103	ED-952-1	0 S SUPERIOR ST	KEVIN L CHARLES	$ 8,600.00	$ 8,600.00	$ 275.00
104	ED-957	121 S MICHIGAN ST	WISCONSIN DEPT OF TELEPHONE CO	$ -	$ -	$ -
105	ED-960	610 GEORGE ST	NIP IT LLC	$ 144,700.00	$ 144,700.00	$ 289.40
106	ED-961	600 GEORGE ST	GREGORY J CORNELL	$ 361,200.00	$ 361,200.00	$ 722.40
107	ED-966	623 GEORGE ST	DECLEENE ZELLNER INC	$ 378,000.00	$ 378,000.00	$ 756.00
108	ED-967	615 GEORGE ST	DANEN PROPERTIES LLC	$ 160,100.00	$ 160,100.00	$ 320.20
109	ED-968-1	611 GEORGE ST	DANEN PROPERTIES LLC	$ 105,800.00	$ 105,800.00	$ 275.00
110	ED-968-2	609 GEORGE ST	VANEGEREN MARSHA REVOCABLE LIVING TRUS	$ 400.00	$ 400.00	$ 275.00
111	ED-968-3	609 GEORGE ST	DANEN PROPERTIES LLC	$ 199,700.00	$ 199,700.00	$ 399.40
112	ED-969	108 N MICHIGAN ST	DANEN PROPERTIES LLC	$ 233,400.00	$ -	$ -
113	ED-970	114 N MICHIGAN ST	WILDROOT LLC	$ 197,800.00	$ 197,800.00	$ 395.60
114	F	150 S WISCONSIN ST	H&M LOMITA LLC	$ 2,491,300.00	$ 2,491,300.00	$ 3,000.00
115	WD-1646	555 MAIN AVE 101	DALE M DOMBROSKI	$ 158,400.00	$ -	$ -
116	WD-1647	555 MAIN AVE 102	JOANNE T BORNICK	$ 142,100.00	$ -	$ -
117	WD-1648	555 MAIN AVE 103	PAUL A SULLIVAN	$ 166,800.00	$ -	$ -
118	WD-1649	555 MAIN AVE 104	JAMES F ROBINSON, ETAL	$ 166,800.00	$ -	$ -
119	WD-1650	555 MAIN AVE 105	KENNETH M DINY	$ 195,300.00	$ -	$ -
120	WD-1651	555 MAIN AVE 106	KARIE A VERBOOMEN	$ 142,500.00	$ -	$ -
121	WD-1652	555 MAIN AVE 107	LINDA L STEENO	$ 144,900.00	$ -	$ -
122	WD-1653	555 MAIN AVE 108	GARY G BONZELL	$ 142,500.00	$ -	$ -
123	WD-1654	555 MAIN AVE 109	SUZETTE D FRANKLIN	$ 166,800.00	$ -	$ -
124	WD-1655	555 MAIN AVE 110	ANTERPREET SINGH	$ 188,800.00	$ -	$ -
125	WD-1656	555 MAIN AVE 111	SCOTT K DECKER	$ 149,600.00	$ -	$ -
126	WD-1657	555 MAIN AVE 112	SUSAN A MINTEN	$ 142,100.00	$ -	$ -
127	WD-1658	555 MAIN AVE 113	TIMOTHY LINDERS	$ 138,100.00	$ -	$ -
128	WD-1659	555 MAIN AVE 114	GLENDA R ENDERSON	$ 176,800.00	$ -	$ -
129	WD-1660	555 MAIN AVE 115	DONNA T PASTERNAK	$ 141,600.00	$ -	$ -
130	WD-1661	555 MAIN AVE 116	DIANE K DICK	$ 172,000.00	$ -	$ -
131	WD-1662	555 MAIN AVE 201	CHRISTOPHER D SAMP	$ 246,200.00	$ -	$ -
132	WD-1663	555 MAIN AVE 202	MELODY R GOTTOWSKI	$ 251,000.00	$ -	$ -

2023 De Pere Business Improvement District Assessments						
#	PARCEL ID	ADDRESS	PROPERTY OWNER	PROPERTY VALUE	BID PROPERTY VALUE	ASSESSMENT
133	WD-1664	555 MAIN AVE 203	WARREN J HAGANES	$ 166,800.00	$ -	$ -
134	WD-1665	555 MAIN AVE 204	JEAN M PENDLETON	$ 166,800.00	$ -	$ -
135	WD-1666	555 MAIN AVE 205	EDWARD Y LIN	$ 595,000.00	$ -	$ -
136	WD-1667	555 MAIN AVE 206	MICHAEL TUBBS	$ 283,300.00	$ -	$ -
137	WD-1668	555 MAIN AVE 208	ANNA M SZYMANSKI	$ 215,900.00	$ -	$ -
138	WD-1669	555 MAIN AVE 209	S&K DWYER FAMILY REVOCABLE TRUST	$ 276,200.00	$ -	$ -
139	WD-1670	555 MAIN AVE 210	SUNNY J LEE	$ 283,300.00	$ -	$ -
140	WD-1671	555 MAIN AVE 211	JOHN VANDEVEN	$ 258,600.00	$ -	$ -
141	WD-1672	555 MAIN AVE 212	DONNA J WAGNER	$ 243,600.00	$ -	$ -
142	WD-1673	555 MAIN AVE 213	KYLE H VANDENHEUVEL	$ 225,500.00	$ -	$ -
143	WD-1674	555 MAIN AVE 214	LINDA L BOYWID, TRUSTEE	$ 302,500.00	$ -	$ -
144	WD-1675	555 MAIN AVE 215	MATTHEW R CRULL	$ 209,100.00	$ -	$ -
145	WD-1676	555 MAIN AVE 216	IVETE C MILLER	$ 220,400.00	$ -	$ -
146	WD-216	300 GRANT ST	SAINT NORBERT COLLEGE INC	$ -	$ -	$ -
147	WD-279	509 MAIN AVE	CAPITAL CREDIT UNION	$ 127,500.00	$ 127,500.00	$ 275.00
148	WD-281	108 S FIFTH ST	CAPITAL CREDIT UNION	$ 804,200.00	$ 804,200.00	$ 1,608.40
149	WD-283	499 MAIN AVE	DE PERE HOTEL GROUP LLC	$ 489,200.00	$ 489,200.00	$ 978.40
150	WD-288	441 MAIN AVE	CHEDDAR HOUSE LLC	$ 641,500.00	$ 641,500.00	$ 1,283.00
151	WD-295	444 REID ST	PARK PLACE HOLDINGS REID STREET LLC	$ 1,900,000.00	$ 1,900,000.00	$ 3,000.00
152	WD-306	525 REID ST	N E W DEVELOPERS LLC	$ 432,000.00	$ 432,000.00	$ 864.00
153	WD-310	430 GRANT ST	NICOLET HIGHLANDS LLC	$ 5,899,400.00	$ -	$ -
154	WD-367	300 MAIN AVE	HAWK HOLDINGS LLC	$ 323,400.00	$ 323,400.00	$ 646.80
155	WD-369	320 MAIN AVE	THE CONNECTIVE LLC	$ 446,100.00	$ 446,100.00	$ 892.20
156	WD-371	330 MAIN AVE	STAGECOACH ENTERPRISES LLC	$ 181,400.00	$ 181,400.00	$ 362.80
157	WD-372	334 MAIN AVE	GTO INVESTMENTS LLC	$ 247,000.00	$ 247,000.00	$ 494.00
158	WD-373	338 MAIN AVE	RICK J HERYMAN	$ 142,300.00	$ 142,300.00	$ 284.60
159	WD-374	342 MAIN AVE	PAUL H WILLEMS	$ 97,800.00	$ 97,800.00	$ 275.00
160	WD-375	348 MAIN AVE	CHRIS C RENIER	$ 131,300.00	$ 131,300.00	$ 275.00
161	WD-376	360 MAIN AVE	DE PERE CITY OF	$ -	$ -	$ -
162	WD-377	360 MAIN AVE	DE PERE CITY OF	$ -	$ -	$ -
163	WD-378	366 MAIN AVE	DAVID J MATYAS	$ 196,300.00	$ 196,300.00	$ 392.60
164	WD-379	368 MAIN AVE	SAKS HOLDINGS LLC	$ 270,000.00	$ 270,000.00	$ 540.00
165	WD-380	380 MAIN AVE	OLD NELL PROPERTIES LLC	$ 404,800.00	$ 404,800.00	$ 809.60
166	WD-381	400 MAIN AVE	SECOR JEROME J REVOCABLE TRUST	$ 351,300.00	$ 351,300.00	$ 702.60
167	WD-386	436 MAIN AVE	ISC PROPERTY LLC	$ 337,100.00	$ 337,100.00	$ 674.20
168	WD-387	444 MAIN AVE	F & J PROPERTIES LLC	$ 325,700.00	$ 325,700.00	$ 651.40
169	WD-387-1	0 MAIN AVE	JAMES J KROPP	$ 70,600.00	$ 70,600.00	$ 275.00
170	WD-388	486 MAIN AVE	SMOOTH MONEY OF DE PERE LLC	$ 390,200.00	$ 390,200.00	$ 780.40
171	WD-389-2	500 MAIN AVE UNIT A-D	DUTCH BOYZ DE PERE LLC	$ 1,780,000.00	$ 1,780,000.00	$ 3,000.00
172	WD-389-3	550 MAIN AVE	CHRIST THE ROCK CHURCH INC	$ -	$ -	$ -
173	WD-389-4	556 MAIN AVE	CHRIST THE ROCK CHURCH INC	$ -	$ -	$ -
174	WD-389-5	0 FORT HOWARD AVE	CHRIST THE ROCK CHURCH INC	$ -	$ -	$ -
175	WD-403	103 N SIXTH ST	RALPH E SANDERS	$ 346,700.00	$ 346,700.00	$ 693.40
176	WD-404	101 FORT HOWARD AVE	DECLEENE ZELLNER LLC	$ 299,700.00	$ 299,700.00	$ 599.40
177	WD-404-2	0 MAIN AVE	WISCONSIN DEPT OF TRANSPORTATION	$ -	$ -	$ -
178	WD-623	500 GRANT ST	GRANT STREET HOLDINGS LLC	$ 600,300.00	$ 600,300.00	$ 1,200.60
179	WD-634	0 GRANT ST	SAINT NORBERT COLLEGE INC	$ -	$ -	$ -
180	WD-634-2	400 GRANT ST	SAINT NORBERT COLLEGE INC	$ -	$ -	$ -
181	WD-884	401 MAIN AVE	SCHLEIS PROPERTIES LLC	$ 472,000.00	$ 472,000.00	$ 944.00
182	WD-885	407 MAIN AVE	LANCE A KOLTZ	$ 141,300.00	$ 141,300.00	$ 282.60
183	WD-886	409 MAIN AVE	LANCE A KOLTZ	$ 207,100.00	$ 207,100.00	$ 414.20
184	WD-887	413 MAIN AVE	FORMULATE INFINITY HOMES LLC	$ 150,000.00	$ 150,000.00	$ 300.00
185	WD-888	417 MAIN AVE	KENNETH J MARTIN	$ 138,500.00	$ 138,500.00	$ 277.00
186	WD-889	419 MAIN AVE	JAMES J KROPP	$ 436,000.00	$ 436,000.00	$ 872.00
187	WD-890-1	441 MAIN AVE	CHEDDAR HOUSE LLC	$ 200.00	$ 200.00	$ 275.00
188	WD-893	400 REID ST	GENCAP DE PERE 1 LLC	$ 2,733,900.00	$ 2,733,900.00	$ 3,000.00
189	WD-906	301 MAIN AVE	PHE WI LLC	$ 415,100.00	$ 415,100.00	$ 830.20
190	WD-907	305 MAIN AVE	E SALES INC	$ 325,000.00	$ 325,000.00	$ 650.00
191	WD-908	313 MAIN AVE	313 MAIN IN DE PERE LLC	$ 284,500.00	$ 284,500.00	$ 569.00
192	WD-909	317 MAIN AVE	LIFE CHURCH GREEN BAY INC	$ 643,600.00	$ 643,600.00	$ 1,287.20
193	WD-910	321 MAIN AVE	LIFE CHURCH GREEN BAY	$ 158,500.00	$ 158,500.00	$ 317.00
194	WD-911	327 MAIN AVE	TILKENS HOLDINGS LLC	$ 394,300.00	$ 394,300.00	$ 788.60
195	WD-912	331 MAIN AVE	NICK BROTHERS PARTNERSHIP	$ 311,600.00	$ 311,600.00	$ 623.20
196	WD-913	337 MAIN AVE	MIRHASHEMI INC	$ 259,200.00	$ 259,200.00	$ 518.40
197	WD-915	345 MAIN AVE	MANNING RONALD G & MARY A PFUTZENREUT	$ 169,800.00	$ 169,800.00	$ 339.60
198	WD-917	353 MAIN AVE	SAKS HOLDINGS LLC	$ 275,000.00	$ 275,000.00	$ 550.00

2023 De Pere Business Improvement District Assessments						
#	PARCEL ID	ADDRESS	PROPERTY OWNER	PROPERTY VALUE	BID PROPERTY VALUE	ASSESSMENT
199	WD-917-1	0 MAIN AVE	DEPERE CITY OF	$ -	$ -	$ -
200	WD-917-2	0 MAIN AVE	DEPERE CITY OF	$ -	$ -	$ -
201	WD-918	355 MAIN AVE	CONNECTIVE PROPERTIES LLC	$ 171,700.00	$ 171,700.00	$ 343.40
202	WD-920	365 MAIN AVE	SAKS HOLDINGS LLC	$ 649,000.00	$ 649,000.00	$ 1,298.00
203	WD-921	371 MAIN AVE	ABTS INVESTMENTS LLC	$ 141,200.00	$ 141,200.00	$ 282.40
204	WD-922	375 MAIN AVE	DENNIS M LARSON	$ 216,600.00	$ 216,600.00	$ 433.20
205	WD-923	377 MAIN AVE	SAKS HOLDINGS LLC	$ 498,300.00	$ 498,300.00	$ 996.60
206	WD-925	115 FOURTH ST	BLACK PUCK REALTY LLC	$ 603,000.00	$ 603,000.00	$ 1,206.00
207	WD-926	340 REID ST BLK	DEPERE CITY OF NICOLET SQUARE PARKING LOT	$ -	$ -	$ -
208	WD-928	340 REID ST	DEPERE CITY OF NICOLET SQUARE PARKING LOT	$ -	$ -	$ -
209	WD-930	330 REID ST	LUTSEY ENTERPRISES LLP	$ 822,900.00	$ 822,900.00	$ 1,645.80
210	WD-931	116 THIRD ST	AJANGO PROPERTIES LLC	$ 219,000.00	$ 219,000.00	$ 438.00
211	WD-933	110 THIRD ST	DEPERE CITY OF	$ -	$ -	$ -
212	WD-955	303 REID ST	REID STREET RETAIL LLC	$ 1,180,000.00	$ 1,180,000.00	$ 2,360.00
213	WD-961	325 REID ST	TWEET BROTHERS RENTAL PARTNERSHIP	$ 3,510,000.00	$ 3,510,000.00	$ 3,000.00
214	WD-965	401 REID ST	JAYAMBEY LLC	$ 581,600.00	$ 581,600.00	$ 1,163.20

	TOTAL PROPERTY VALUE	TOTAL BID PROPERTY VALUE	TOTAL ASSESSMENT
ASSESSMENT TOTAL	**$82,223,100.00**	**$67,893,100.00**	**$117,148.60**

APPENDIX D: Wisconsin Statutes Section 66.1109

Wisconsin BID Law: 66.1109 Business improvement districts.

(1) In this section:

(a) “Board" means a business improvement district board appointed under sub. (3) (a).

(b) “Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) “Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) “Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) “Municipality" means a city, village or town.

(f) “Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that subds. 1. to 4. have been complied with.

(g) “Planning commission" means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under par. (c), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40 percent of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(2m) A municipality may annex territory to an existing business improvement district if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the territory proposed to be annexed has petitioned

the municipality for annexation.

(b) The planning commission has approved the annexation.

(c) At least 30 days before annexation of the territory, the planning commission has held a public hearing on the proposed annexation. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of a detail map showing the boundaries of the territory proposed to be annexed to the business improvement district shall be sent by certified mail to all owners of real property within the territory proposed to be annexed. The notice shall state the boundaries of the territory proposed to be annexed.

(d) Within 30 days after the hearing under par. (c), the owners of property in the territory to be annexed that would be assessed under the operating plan having a valuation equal to more than 40 percent of the valuation of all property in the territory to be annexed that would be assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property in the territory to be annexed that would be assessed under the operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property in the territory to be annexed that would be assessed under the operating plan, have not filed a petition with the planning commission protesting the annexation.

(3)

(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include one of the following:

1. If the cash balance in the segregated account described under sub. (4) equaled or exceeded $300,000 at any time during the period covered by the report, the municipality shall obtain an independent certified audit of the implementation of the operating plan.

2. If the cash balance in the segregated account described under sub. (4) was less than $300,000 at all times during the period covered by the report, the municipality shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.

(cg) For calendar years beginning after December 31, 2018, the dollar amount at which a municipality is required to obtain an independent certified audit under par. (c) 1. and the dollar amount at which a municipality is required to obtain a reviewed financial statement under par. (c) 2. shall be increased each year by a percentage equal to the percentage change between the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August of the previous year and the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August 2017, as determined by the federal department of labor. Each amount that is revised under this paragraph shall be rounded to the nearest multiple of $10 if the revised amount is not a multiple of $10 or, if the revised amount is a multiple of $5, such an amount shall be increased to the next higher multiple of $10.

(cr) The municipality shall obtain an additional independent certified audit of the implementation of the operating plan upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits and reviewed financial statements required under sub. (3) (c), or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4g) A municipality may convert a business improvement district under this section into a neighborhood improvement district under s. 66.1110 if an owner of real property that is subject to general real estate taxes, that is used exclusively for residential purposes, and that is located in the business improvement district petitions the municipality for the conversion. If the municipality approves the petition, the board shall consider and may make changes to the operating plan under s. 66.1110 (4) (b).

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. (c) and unless the business improvement district is not terminated under par. (e).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under par. (c), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under par. (c), by petition under this subsection or subsequent notification under par. (d), and after subtracting any retractions under par. (d), the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

(d) If real property that is specially assessed as authorized under this section is of mixed use such that part of the real property is exempted from general property taxes under s. 70.11 or is residential, or both, and part of the real property is taxable, the municipality may specially assess as authorized under this section only the percentage of the real property that is not tax-exempt or residential. This paragraph applies only to a 1st class city.

History: 1983 a. 184; 1989 a. 56 s. 258; 1999 a. 150 s. 539; Stats. 1999 s. 66.1109; 2001 a. 85; 2017 a. 59, 70, 189.

Copied from: https://docs.legis.wisconsin.gov/statutes/statutes/66/XI/1109/1/b (accessed November 1, 2020)

Unofficial text from Wis Stats. database. See printed Statutes and Wis. Acts for official text under s. 35.18(2) stats. Report errors to the Revisor of Statutes at (608) 266-2011, FAX 264-6978.

APPENDIX E: Adopted Bylaws

BUSINESS IMPROVEMENT DISTRICT
ARTICLE I
MEMBERS

All owners of property located within the District shall automatically be members of the De Pere Business Improvement District ("BID Members.) All BID Members shall have the right to vote on any issue that is placed before the members by the Board of Directors ("BID Board".)

ARTICLE II
MEMBERSHIP MEETINGS

Section 1. Annual Meeting. An annual meeting of the membership shall be held in each calendar year at such time and place as may be determined by the BID Board for the purpose of transacting such business as may be properly brought before the meeting.

Section 2. Special Meeting. Special meetings of the membership shall be held at any time and place as may be designated in the notice of said meeting, upon call of the Chair of the BID Board.

Section 3. Notice. Email (or mail) notice of every meeting of the membership (annual or special), stating the place, date, and hour of the meeting, shall be sent to each member not less than seven (7) or more than thirty (30) days before the date of the meeting. Other interested parties shall be given such notice of meetings as the Board of Directors deem appropriate. Public Notice of all meetings of the BID Board shall be given as required under Wis. Stats. §19.84 *et.seq.*

Section 4. Proceedings. Roberts Rules of Order shall govern the parliamentary procedures at all meetings when not in conflict with these Bylaws except that there shall be no minimum number of BID Members necessary to attend any meeting by a majority vote of the BID Members present.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Federal Requirement. BID Members can recommend future BID Board members appointments to the BID Board. The BID Board will provide the recommended nominations to the Mayor. The Mayor shall appoint members to the BID Board, subject to confirmation of the Common Council, members from these nominations to the BID Board. Pursuant to Wis. Stats. §66.1109(3), the BID Board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district. The BID Board shall also include a representative of the Mayor or Council. Common Council

Section 2. Responsibilities. The BID Board's shall be responsible contracting for services to implement the current year's DBID Operating Plan, contracting for preparation of an annual report and audit of the District, annually considering and making changes to the DBID Operating Plan and submitting the DBID Operating Plan for the following year to the Common Council of the City of De Pere for approval, together with all other powers granted under Wis. Stats. §66.1109 and under the DBID Operating Plan and Bylaws. These duties include the BID Board negotiating with providers of services (primarily to Downtown De Pere, Inc.) and

materials to carry out the DBID Operating Plan; entering into various contracts for services, including to monitor development activity; and to ensure the District's compliance with the provisions of applicable statutes and regulations.

Section 3. BID Board Composition. The BID Board shall consist of seven (7) members. A majority (at least 4) of the members shall be owners or occupants of real property within the District. The Board shall have the following composition:

a. 2 Owners of property in the District.
b. 1 representative from Service/Retail, Hospitality and Office.
c. 1 Community representative with no property ownership or business interests within the District. The appointee shall be a resident of the City of De Pere.
d. 1 representative of the City of De Pere, appointed by the Common Council.

Any BID Board member who because of transfer of ownership of property is no longer eligible to act as a representative shall be replaced.

Section 4. BID Board Term. Appointments to the BID Board shall be for a period of 3 years, except that initially 3 members are appointed for a period of 3 years, 2 members shall be appointed for 2 years, and 2 members shall be appointed for 1 year, each term ending on December 31 of the applicable year. The BID Board may remove, by majority vote, a BID Board member who is absent from more than 3 meetings, without valid excuse. Any BID Board vacancy (except the Mayor's or Common Council's Member) shall be filled by nomination of the Mayor.

Section 5. Compensation. The BID Board members shall receive no compensation for serving on the BID Board.

Section 6. Meetings. All meetings of the BID Board shall be governed by the Wisconsin Open Meetings Law (Wis. Stats. §19.84 *et.seq.)*. Meeting agendas will be provided as required under Wis. Stats. 19.84 and will be posted on the City of De Pere's website. Minutes will be recorded and submitted to the City Clerk and the BID Board. Roberts Rules of Order shall govern the parliamentary procedures at all meetings when not in conflict with these Bylaws.

Section 7. Record Keeping. Files and records of the BID Board's affairs shall be kept pursuant to the requirements of the Public Records Law (Wis. Stats. §19.35 *et.seq.*) and shall be kept and maintained by the City Development Services Department.

Section 8. Staffing. The BID Board shall contract for staffing services pursuant to this DBID Operating Plan and subsequent modifications thereof. It is contemplated that such staff and services shall be contracted with Downtown De Pere, Inc., unless requested otherwise by the BID Board; the Board of Directors of Downtown De Pere, Inc. may attend all meetings of the BID Board, but are not members of the Board and do not have voting authority.

Section 9. Officers. The BID Board shall appoint a Chair, Vice-Chair, Treasurer and Secretary, any two of the three of which shall have the power to execute documents on behalf of the full BID Board, for such purposes as are authorized by the full BID Board.

Section 10. Quorum. At all meetings of the BID Board, a majority of the Board shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the BID Board, the meeting shall be rescheduled.

Section 11. BID Board Powers. The BID Board shall have all the powers authorized by law, including but not limited to, the following powers:

1. To manage the affairs of the District.
2. To undertake on its own accord or to assist in development, underwriting or guaranteeing public improvements within the District.
3. To apply for, accept, and use grants and gifts for these purposes.
4. To contract on behalf of the BID with Downtown De Pere, Inc., to carry out the DBID Operating Plan under the direction of the BID Board.
5. To develop, advertise and promote the existing and potential benefits of the District.
6. To promote new investment and appreciation in value of existing investments.
7. To elect officers, and contract out work as necessary to carry out these goals.
8. To add to the beautification and/or maintenance of the District.
9. To annually consider and make changes to the DBID Operating Plan which may include termination of the BID.

It is anticipated that the BID Board will utilize the above powers in the capacity of directing and delegating to Downtown De Pere, Inc., many of its duties and responsibilities while retaining the overall authority and responsibility for such drafting and implementation of the DBID Operating Plan.

Section 12. BID Board Authority. The BID Board of Directors shall be required to conform to the DBID Operating Plan presented to and approved by the De Pere Common Council each year and shall be subject to the Wisconsin Statutes Section 66.1109 covering the Business Improvement Districts (BIDs).

ARTICLE IV
COMMITTEES

Section 1. There shall be such standing committees as the BID Board may determine. The terms of the committees shall be for 1 year commencing at the time of the annual membership meeting.

ARTICLE V
OFFICERS

Section 1. General. The Officers of the BID Board shall consist of a Chair, Vice-Chair, Secretary, Treasurer and such other Officers as may be deemed necessary.

Section 2. Election. Officers shall be BID Board members who shall be elected by the Board of Directors annually at the annual meeting. No BID Board member may hold more than one Office. Officers may serve more than one term if reelected.

Section 3. Powers and Duties. Except as hereinafter provided, the officers of the BID Board shall each have such powers and duties as generally pertain to their respective office, as well as those that from time to time may be conferred by the membership of the BID Board.

A. Chair. The Chair shall preside at all business meetings. In the absence of the Chair, the Vice-Chair shall preside. The Chair may appoint other Officers to preside at meetings of the BID Board other than business meetings. The Chair shall perform such duties as are usually incumbent upon that

office, together with such other duties as may be directed by resolution of the BID Board.

B. Secretary. The Secretary shall record and maintain in good order all minutes of all meetings and all records and correspondence of the District , and shall email copies of the minutes of each membership meeting to all members within 60 days of the conclusion of each meeting. The Secretary shall also have such duties as may be assigned by the BID Board.

C. Treasurer. The Treasurer shall maintain in good order all financial records of the District. The Treasurer shall also have such other duties as may be assigned by the BID Board.

D. Temporary Officers. In case of absence or disability of any Officer and of any person authorized to perform duties in the Officer's place during such periods of absence or disability, the Chair may, from time to time, delegate the powers and duties of other such Officers or to any BID Member.

ARTICLE VI
FINANCES

Section 1. Authority. Except as the BID Board may generally or in particular cases authorize the execution thereof in some other manner, all checks, drafts, and other instruments for the payment of money and all instruments of transfer of securities, shall be signed in the name and on behalf of the BID by two of the four officers.

Section 2. Financial Institution. All funds of the BID shall be deposited from time to time to the credit of the BID in such banks, trust companies, or other depositories as the BID Board may select.

Section 3. Funding Services. The BID Board may accept on behalf of the BID any contribution, gift, bequest or device for general purposes or for any special purpose of the BID.

ARTICLE VII
AMENDMENTS

Section 1. Authority. The Common Council of the City of De Pere, upon the consent of the BID Board, shall have the power to alter, amend, or repeal the Bylaws or adopt new Bylaws.

Section 2. Process. The BID Board may also annually present amendments to the Bylaws. The following process for approval of the amended Bylaws will be as follows:

A. The BID Board will review the proposed BID Bylaws and make a recommendation to the De Pere Common Council.
B. The Common Council will act on the proposed amended BID Bylaws.

Section 3. Generally. It is anticipated that the BID Board will continue to revise and develop the Bylaws annually, in response to changing development needs and opportunities in the District, within the purpose and objectives defined herein and in the DBID Operating Plan.

Adopted by BID Board on: **December 14, 2021**
Adopted by City of De Pere Common Council on: **December 21, 2021**

Benchmark Communities - BID Assessment Analysis							
BID Community	**Population**	**Year Established**	**Organization**	**Assessment Rate**	**Minimum**	**Maximum**	**Mill Rate**
Beloit	36,856	1989	Downtown Beloit	$4.27/$1,000	None	$3,500	$0.03280261
De Pere	24,465	2014	Definitely De Pere	$1.75/$1,000	$275	$1,950	E: $0.015442445 W: $0.01880621
Fond du Lac	43,398	1999	Downtown Fond du Lac	$2.60/$1,000	$250	$3,000	$0.02299897
Marshfield	19,140	1990	Main Street Marshfield	$1.35/$1,000	None	None	$0.02543705
Neenah	29,932	2002	Future Neenah	$2.95/$1,000	$750	$7,000	$0.02131540
Wausau	39,299	2004	Wausau River District	Proportional	$309	$3,090	$0.02480206
West Bend	31,587	2000	Downtown West Bend	$4.00/$1,000	None	None	$0.01909594
Sun Prairie	30,800	1989	City of Sun Prairie	$2.00/$1,000	None	$8,000	$0.02177439
Wauwatosa	47,000	1994	The Village Wausatosa	$1.21/$1,000	469	$3,647	$0.02085497
Port Washington	12,641	1994	Port Washington Main St.	$2.11/$1,000	None	$3,000	$0.01489999
Shorewood	13,648	1999	Village of Shorewood	$1.10/$1,000	None	$5,000	$0.02496449
West Allis	60,700	1989	West Allis Downtown	$5.37/$1,000	None	None	$0.02766381

Benchmark Average: $2.82 | **Benchmark Median**: $2.78 | **State Average**: $3.23

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Ordinance #22-12 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations (Schedule G Parking).**

The Board of Public Works at the November 7, 2022 meeting approved parking changes on Reid Street and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Ord22-12 (PDF)
- 2022 1107 CI_BOPW_Reid Street Parking (PDF)

ORDINANCE #22-12

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE REGARDING TRAFFIC REGULATIONS
(Schedule G Parking)

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

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

ADDITION:

Three-hour parking 9:00 a.m. - 6:00 p.m. Mon. - Sat			
Street	*Side of Street*	*From Curbline or Feet/Dir. of Curbline*	*To Curbline or Feet/Dir. of Start*
Reid	N	335/W of Fourth	Fourth

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of November, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 11/7/2022
Publication Date: _____
Effective Date: _____

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 7, 2022

RE: **Consideration and possible action on Reid Street Parking Changes***

The purpose for this memo is to consider the return of three-hour parking on a section of the north side of Reid Street from Fifth Street to Fourth Street.

Background and Discussion

In 2021 and 2022, modifications were made to change three-hour parking to unrestricted on the north side of Reid Street, from Fifth Street to Fourth Street. These changes were made to accommodate parking during the alley construction between Reid and Main from Fifth to Fourth Street. During construction of the alley and the Cobblestone project, there was a temporary loss of unrestricted parking stalls in the alley and private parking lots. With the completion of the alley project, unrestricted parking stalls have been created in the alley eliminating the need for all the unrestricted parking on Reid Street. Several businesses have requested that the stalls in front of 400 Reid Street return to 3-hour parking restrictions. Additionally, the unrestricted parking was only intended to be temporary during construction.

Recommendation

Staff recommends the parking in front of 400 Reid Street be changed back to three-hour parking and the ordinance be updated as follows:

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

INSERT:

Three-hour parking 9:00 a.m. - 6:00 p.m. Mon. - Sat			
Street	*Side of Street*	*From Curbline or Feet/Dir. Of Curbline*	*To Curbline or Feet/Dir. of Start*
Reid	N	335/W of Fourth	Fourth

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-88 Approving Amendment #1 to the Solid Waste Management Services Agreement with Brown County.**

The Board of Public Works at the November 7, 2022 meeting approved Brown County Solid Waste Management Services Agreement Amendment #1 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

In 2021 the City Council approved the Brown County Solid Waste Management Services Agreement (See attached) The County has recently recommended an amendment to the 2021 agreement to create a "direct haul contract rate" for those customers wanting to directly haul to the south landfill. In addition, the amendment includes clarifies language in the original agreement.

Staff recommends approving this amendment to the agreement.

ATTACHMENTS:

- Reso22-88 (PDF)
- Solid Waste Management Services Agreement Amendment #1 (PDF)
- Solid Waste Management Services Agreement (PDF)

RESOLUTION #22-88

APPROVING AMENDMENT #1 TO THE SOLID WASTE
MANAGEMENT SERVICES AGREEMENT WITH BROWN COUNTY

WHEREAS, the City of De Pere and Brown County are parties to an agreement whereby the Brown County Solid Waste Department provides long-term management services and facilities for solid waste generated within the Brown County Solid Waste Management System for municipalities within Brown County; and

WHEREAS, the parties wish to enter into this Amendment to add a Direct Haul Contract Rate, to clarify the responsibilities of Brown County, as well as make updates to definitions utilized in the agreement, for the mutual benefit of both parties; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute Amendment #1 Solid Waste Management Services Agreement as is attached hereto, subject to said 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 15th day of November, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 11/07/22

Amendment #1
Solid Waste Management Services Agreement

This Amendment #1 to the 2021 Solid Waste Management Services Agreement (the "Agreement"), by and between Brown County, Wisconsin ("Brown County") and _____ ("Municipality") updates certain sections of the original Agreement in order to add a Direct Haul Contract Rate for material taken to the Brown County South landfill in 2023, update the definitions and clarify language in the original agreement.

The following paragraph is modified to clarify the responsibly of Brown County:

WHEREAS, pursuant to Brown County Code, § 12.01(4), Brown County *Solid Waste Board* 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

Section 1. Definitions is amended to add the following definition:

F. "Direct Haul Contract Rate" means a Tipping Fee rate that is lower than the Gate Rate for material hauled directly to the Brown County South Landfill, as provided in Attachment #1.

Section 1. Definitions is updated to clarify the following definition:

K. "Landfill" means the designated BOW landfill facility in use during the period of this Contract which includes the Outagamie County *Northeast* landfill (and its *Northwest* expansion) and the Brown County South landfill which are subject to the BOW Agreement.

Section 7. Operating Days and Hours is modified to reflect normal hours of operation of the South Landfill.

South Landfill
Regular Hours:
Mon. - Fri. 7:30 am - ~~5~~4:00 pm
Sat. 7:30 am – 12:30 pm

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

Brown County Executive

_____

Brown County Port & Resource Recovery Director

_____

Municipality of

_____

_____
(Municipal Official)

_____
(Title)

Attachment #1

This Attachment #1 is incorporated into and made a part of the Contract by this reference. The following Tipping Fees will be charged for disposal of solid waste in 2022 and 2023:

2022 Solid Waste Tipping Fee Rates			
		FEE	UNIT
Brown County Waste Transfer Station			
	Preferred Contract Rate	$47.82	Per Ton
	Gate Rate	$53.00	Per Ton

2023 Solid Waste Tipping Fee Rates			
		FEE	UNIT
Brown County Waste Transfer Station			
	Preferred Contract Rate	$52.25	Per Ton
	Gate Rate	$58.00	Per Ton
Brown County South Landfill			
	Direct Haul Contract Rate	$43.00	Per Ton
	Gate Rate	$53.00	Per Ton

Solid Waste Management Services not performed pursuant to this Contract will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Contract.

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 sold 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 that 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	April 1st - December 31st
Mon. - Fri. 7:30 am - 4:00 pm	Mon. - Fri. 7:00 am – 4:00 pm
Sat. 7:30 am - noon	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

_____

Brown County Port & Resource Recovery Director

_____

Municipality of

De Pere

(Municipal Official)

Mayor

(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 www.BrownCountyRecycling.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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-89 Authorizing Extension of Consulting Services Agreement Between the City of De Pere and Robert E. Lee and Associates, Inc. (2023 Consulting Services).**

The Board of Public Works at the November 7, 2022 meeting approved extending the 2021 consulting services agreement with Robert E. Lee and Associates through 2023 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso22-89 (PDF)
- Extension of Consultant Agreement-REL & Associates11-8-22-189-003-19 (PDF)
- Exhibit B-REL Extension (2023 General Consulting Services) (PDF)
- 2022 1107 CI_BOPW_Consulting_Services_Extension(PDF)
- 2021 1105 TDS_Build_Map_8.5X11 (PDF)
- 2022 REL-Extension-General Consulting Services (PDF)

RESOLUTION #22-89

AUTHORIZING EXTENSION OF CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2023 Consulting Services)

WHEREAS, the City and Robert E. Lee & Associates are parties to an Agreement for Consulting Services dated February 28, 2020, and Extensions thereto dated January 19, 2021, and January 10, 2022, providing for limited consulting services on an as-needed basis for City's construction projects, for services which exceed City staff availability or expertise; and

WHEREAS, the City and Robert E. Lee & Associates, Inc. wish to extend said Agreement for City's 2023 construction projects, as well as to allow Consultant to continue its work on larger, longer-term projects for which Consultant is currently engaged, upon the terms and conditions of the attached Extension of Consulting Services Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Extension of Consulting Services Agreement Between the City of De Pere and Robert E. Lee & Associates, Inc., 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 15th day of November, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 11/7/2022

EXTENSION OF CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2023 Consulting Services)

THIS EXTENSION is entered into this _____ day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant"), collectively referred to as the "Parties."

WHEREAS, the City and Consultant are parties to a Consulting Services Agreement dated February 28, 2020, and Extensions thereto dated January 19, 2021, and January 10, 2022, for the provision of limited consulting services for construction projects that exceed City staff availability or expertise (collectively "the Agreement"); and

WHEREAS, the Parties wish to extend the Agreement to continue Consultant's provision of limited consulting services for City's 2023 construction projects, as well as to allow Consultant to continue its work on larger, longer-term projects for which Consultant is currently engaged, for a subsequent yearly term as provided herein by mutual consent.

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 City's 2023 construction projects.

2. Pages 3 and 4 of Exhibit B to the Agreement shall be deleted in their entirety and replaced with Pages 3 and 4 attached hereto to include 2023 Labor Rates.

3. Unless specifically modified in this Extension, all other provisions of the Agreement shall remain in full force and effect.

Dated this ____ day of _____, 2022.

ROBERT E. LEE & ASSOCIATES, INC.
By:

Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

CITY OF DE PERE
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Agreements\2022\Consultant Agreements\Extension of Consultant Agreement-REL & Associates11-8-22-189-003-19.docx

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

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

November 2, 2022

Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: Amendment for 2023 Consulting Services

Dear Mr. Rakers:

As requested, REL is providing a summary of our 2023 standard labor rates for the purpose of extending REL's existing engineering consulting contract with the City of De Pere. Rates provided include the categories as previously requested by the City, along with our standard rates for other individuals that may be resources for the City of De Pere to utilize in 2023. As a means to amend our existing Consulting Services agreement, REL proposes to complete services in 2023 under current terms and conditions of our agreement with the exception of the attached rate adjustment.

As in 2022, REL is able to continue supporting the ongoing TDS fiber installation project. The rate for this position is specifically labeled as Utility Coordinator on the attached rate sheet. Should additional resources be needed to help coordinate the TDS project, REL will make them available at those individuals appropriate labor rate.

We value the relationship we have developed with the City of De Pere and appreciate the opportunity to continuing working with the City to fulfill your contracted engineering services in 2023 and beyond. Should you need any additional information to complete this amendment, please do not hesitate to contact our office. Thank you again for the opportunity to work with the City of De Pere.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

JGS/NJM

ENC.

CC/ENC.: Chase Kuffel, P.E., Assistant City Engineer

2023 Labor Rates Robert E. Lee & Associates, Inc.	
Staff Type	**Rate**
TECHNICIAN	$ 85.00
SENIOR TECHNICIAN	$ 97.00
TECHNICIAN INTERN	$ 50.00
CIVIL ENGINEERING MANAGER	$ 180.00
CLERICAL	$ 64.00
COMMUNITY PLANNER	$ 112.00
CONSTRUCTION MANAGER	$ 142.00
ENGINEER	$ 100.00
SENIOR ENGINEER	$ 119.00
SENIOR PROJECT ENGINEER	$ 148.00
ENGINEERING DIRECTOR	$ 183.00
ENVIRONMENTAL COMPLIANCE MANAGER	$ 159.00
ENVIRONMENTAL SCIENTIST I	$ 97.00
ENVIRONMENTAL SCIENTIST II	$ 112.00
ENVIRONMENTAL SCIENTIST III	$ 125.00
ENVIRONMENTAL SERVICES MANAGER	$ 180.00
ENVIRONMENTAL TECHNICIAN ASSISTANT I	$ 53.00
ENVIRONMENTAL TECHNICIAN ASSISTANT II	$ 72.00
ENVIRONMENTAL TECHNICIAN I	$ 76.00
ENVIRONMENTAL TECHNICIAN II	$ 86.00
ENVIRONMENTAL TECHNICIAN III	$ 105.00
GEOLOGIST I	$ 95.00
GEOLOGIST II	$ 110.00
GEOLOGIST III	$ 123.00
GEOLOGIST IV	$ 145.00
NATURAL RESOURCES SCIENTIST I	$ 74.00
NATURAL RESOURCES SCIENTIST II	$ 90.00
NATURAL RESOURCES SCIENTIST III	$ 107.00
NATURAL RESOURCES SCIENTIST IV	$ 131.00
NATURAL RESOURCES TECHNICIAN I	$ 44.00
NATURAL RESOURCES TECHNICIAN II	$ 50.00
NATURAL RESOURCES TECHNICIAN III	$ 72.00
NES DIVISION MANAGER	$ 133.00
SENIOR CONSULTANT	$ 170.00
SENIOR TRANSPORTATION CONSULTANT	$ 135.00
SOLID WASTE MANAGER	$ 180.00
SURVEY INTERN	$ 59.00
SURVEY MANAGER	$ 138.00
UTILITY COORDINATOR	$ 100.00
PROFESSIONAL LAND SURVEYOR	$ 103.00
TRANSPORTATION MANAGER	$ 178.00
WATER & WASTEWATER FACILITIES OPERATOR	$ 99.00
WATER & WASTEWATER MANAGER	$ 173.00
WWTP FACILITIES OPERATOR ASSISTANT	$ 58.00
LANDSCAPE ARCHITECT	$ 116.00

**Mileage will be billed at the standard 2023 federal rate, and equipment billed at REL's standard 2023 billing rate.*

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 7, 2022

RE: **Consideration and possible action on Second Amendment to 2021 Agreement for 2023 Consulting Services***

The Engineering Department is looking to extend the 2021 Agreement for Consulting Services with Robert E. Lee and Associates through 2023. In December 2021, an extension was approved for coordinating larger, long-term projects without having to potentially switch hands to another consulting firm mid-project. Currently, Robert E. Lee and Associates is providing inspection services and assisting in the design of a few ongoing, multi-year projects. Once these projects wrap up, Engineering Staff will look to solicit for consulting services on a multi-year basis to facilitate long-term project coordination with the selected firm. Additionally, the selected firm will further specialize in the City's standard practices for plan design and bidding which should expedite future work.

Background and Discussion

Staff utilizes consulting services to assist with the completion of storm water, wetland, navigable waterway permits, shop drawing review, wetland reviews, wetland delineations, traffic impact analysis review, street lighting design, legal surveys, legal descriptions, easement preparation, or engineering issues that arise that exceed staff's availability or expertise.

Moving into 2023, there are multiple outstanding City projects that Robert E. Lee and Associates is actively contributing including:

1. TDS Telecom: TDS Telecom has announced its plans to install fiber optic communications to serve the majority of the Green Bay Metropolitan Area. This fiber build includes the majority of De Pere residents and over 100 miles of roadway. Engineering staff is leading this work with Robert E. Lee and associates providing a Utility Coordinator to assist in day-to-day permit review, correspondence and inspection. A map of the anticipated project limits is attached.
2. Waterview Heights: a 106 lot, 1.2 mile long subdivision is being constructed on the City's southwest side. This subdivision is designed by Robert E. Lee and Associates due to staff's unavailability.
3. Pond and Drainage System Construction Permits-Franklin/Fulton/Front: a new storm water treatment pond requiring a Chapter 30 permit to cross the Fox River Trail.

The updated 2023 Labor Rates for Robert E. Lee and Associates is included with this memo. The typical rates are listed in the table below for comparison to previous year's consulting services proposals.

Description	Unit	Robert E Lee 2023	Robert E Lee 2022	Robert E Lee 2021	Cedar Corp 2021	Ruekert & Mielke 2021
Senior Engineer	HR	$119	$113	$108	$120	$122
Engineer	HR	$100	$95	$91	$95	$106
Registered Land Surveyor	HR	$103	$98	$94	$100	$100
Senior Tech	HR	$97	$92	$88	$92	$105
Tech	HR	$85	$80	$77	$82	$78
Clerical	HR	$64	$59	$55	$68	$68
Mileage	MI	2023 Fed Rate	2022 Fed Rate	$0.56	$0.575	$0.58
Electrical/Mechanical Review	HR				$125	

While Robert E. Lee's 2023 rates have increased $5 to $6 per hour across the board, they are still comparable to the rates provided by Cedar Corporation and Ruekert & Mielke in 2021.

Due to the magnitude of the incoming projects, staff cannot generate an estimate for 2023 consulting services. Funding will be from the various capital projects accounts and the engineering budget. Any time associated with the TDS Fiber Build will eventually be billed back to TDS as part of the City's excavation permit process.

Recommendation

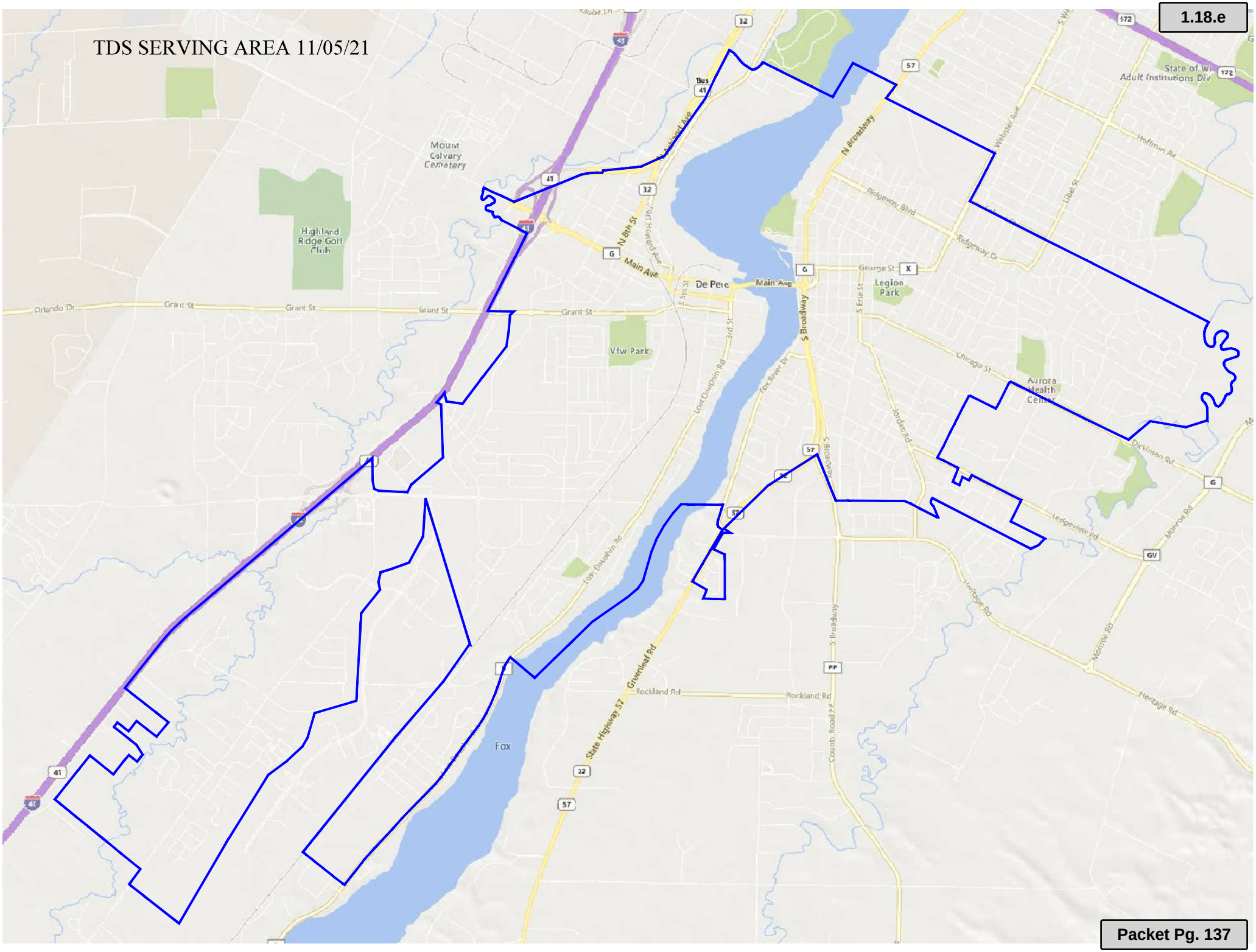
The staff recommendation is to amend the 2021 Agreement to extend consulting services with Robert E. Lee and Associates through 2023.

Attachments

2021 1105 TDS Build Map (PDF)
2022 1102 Amendment 2023 Cont Eng Services (PDF)
2022 REL Extension-General Consulting Services (PDF)

In 2020 and 2021 the Engineering Department has requested for proposals for consulting services that were completed in conjunction with the City's annual construction projects.

TDS SERVING AREA 11/05/21



EXTENSION OF CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2022 Consulting Services)

THIS EXTENSION is entered into this 10 day of January, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant"), collectively referred to as the "Parties."

WHEREAS, the City and Consultant are parties to a Consulting Services Agreement dated February 28, 2020, and an Extension thereto dated January 19, 2021, for the provision of limited consulting services for construction projects that exceed City staff availability or expertise ("the Agreement"); and

WHEREAS, the Parties wish to extend the Agreement to continue Consultant's provision of limited consulting services for City's 2022 construction projects, as well as to allow Consultant to conclude its work on larger, longer-term projects for which Consultant is currently engaged, for a subsequent yearly term as provided herein by mutual consent.

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 City's 2022 construction projects.

2. Pages 3 and 4 of Exhibit B to the Agreement shall be deleted in their entirety and replaced with Pages 3 and 4 attached hereto (2022 Labor Rates).

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 January, 2022.

ROBERT E. LEE & ASSOCIATES, INC.
By:

Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

CITY OF DE PERE
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

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

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

December 6, 2021

Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: Amendment to 2021 Agreement for 2022 Consulting Services

Dear Mr. Rakers:

As requested, REL is providing a summary of our 2022 standard labor rates for your use. Rates provided include the categories as requested by the City for 2021 services, along with our standard rates for other individuals that may be resources for the City of De Pere to utilize in 2022. As a means to amend our existing 2021 Consulting Services agreement, REL proposes to complete services in 2022 under current terms and conditions of our agreement with the exception of the attached rate adjustment.

We have discussed the possibility of REL being involved with the TDS fiber installation project that is scheduled to be ongoing in De Pere in 2022-2023. We have identified an REL staff member that will serve as the Utility Coordinator. The rate for this position is specifically labeled as Utility Coordinator on the attached rate sheet. Should additional resources be needed to help coordinate the TDS project, REL will make them available at those individuals appropriate labor rate.

We value the relationship we have developed with the City of De Pere and appreciate the opportunity to continuing working with the City to fulfill your contracted engineering services in 2022 and beyond. Should you need any additional information to complete this amendment, please do not hesitate to contact our office. Thank you again for the opportunity to work with the City of De Pere.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

JGS/NJM

ENC.

CC/ENC.: Chase Kuffel, P.E., Assistant City Engineer

2022 Labor Rates Robert E. Lee & Associates, Inc.	
Staff Type	**Rate**
TECHNICIAN	$ 80.00
SENIOR TECHNICIAN	$ 92.00
TECHNICIAN INTERN	$ 50.00
CIVIL ENGINEERING MANAGER	$ 172.00
CLERICAL	$ 59.00
COMMUNITY PLANNER	$ 108.00
CONSTRUCTION MANAGER	$ 128.00
ENGINEER	$ 95.00
SENIOR ENGINEER	$ 113.00
SENIOR PROJECT ENGINEER	$ 141.00
ENGINEERING DIRECTOR	$ 174.00
ENVIRONMENTAL COMPLIANCE MANAGER	$ 152.00
ENVIRONMENTAL SCIENTIST I	$ 94.00
ENVIRONMENTAL SCIENTIST II	$ 107.00
ENVIRONMENTAL SCIENTIST III	$ 118.00
ENVIRONMENTAL SERVICES MANAGER	$ 172.00
ENVIRONMENTAL TECHNICIAN ASSISTANT I	$ 50.00
ENVIRONMENTAL TECHNICIAN ASSISTANT II	$ 69.00
ENVIRONMENTAL TECHNICIAN I	$ 72.00
ENVIRONMENTAL TECHNICIAN II	$ 82.00
ENVIRONMENTAL TECHNICIAN III	$ 99.00
GEOLOGIST I	$ 91.00
GEOLOGIST II	$ 104.00
GEOLOGIST III	$ 117.00
GEOLOGIST IV	$ 142.00
NATURAL RESOURCES SCIENTIST I	$ 70.00
NATURAL RESOURCES SCIENTIST II	$ 85.00
NATURAL RESOURCES SCIENTIST III	$ 101.00
NATURAL RESOURCES SCIENTIST IV	$ 127.00
NATURAL RESOURCES TECHNICIAN I	$ 42.00
NATURAL RESOURCES TECHNICIAN II	$ 47.00
NATURAL RESOURCES TECHNICIAN III	$ 68.00
NES DIVISION MANAGER	$ 127.00
SENIOR CONSULTANT	$ 164.00
SENIOR TRANSPORTATION CONSULTANT	$ 129.00
SOLID WASTE MANAGER	$ 174.00
SURVEY INTERN	$ 56.00
SURVEY MANAGER	$ 133.00
UTILITY COORDINATOR	$ 97.00
PROFESSIONAL LAND SURVEYOR	$ 98.00
TRANSPORTATION MANAGER	$ 167.00
WATER & WASTEWATER FACILITIES OPERATOR	$ 95.00
WATER & WASTEWATER MANAGER	$ 165.00
WWTP FACILITIES OPERATOR ASSISTANT	$ 55.00
LANDSCAPE ARCHITECT	$ 114.00

**Mileage will be billed at the standard 2022 federal rate, and equipment billed at REL's standard 2022 billing rate.*

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-90 Authorizing Agreement for Contractor Services Between the City of De Pere and GFL Environmental Services USA, Inc. (2023-2025 Garbage & Recycling Dumpster Collection Services).**

The Board of Public Works at the November 7, 2022 meeting approved GFL Environmental, Inc for dumpster collection services at City dumpster corals and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso22-90 (PDF)
- GFL Environmental Services-Dumpster Collection Services11-9-22 (PDF)
- Exhibit A-RFP 2022 Garbage Recycling Dumpster Collection Services (PDF)
- Exhibit B-Dumpster Services Proposal GFL (PDF)
- Collection Services 2022 memo (PDF)
- Collection Services Proposal-WM (PDF)

RESOLUTION #22-90

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND GFL ENVIRONMENTAL SERVICES USA, INC.
(2023-2025 Garbage & Recycling Dumpster Collection Services)

WHEREAS, the City of De Pere is in need of garbage and recycling dumpster collection services at designated sites in the downtown area of the city, as well as potential future locations; and

WHEREAS, GFL Environmental Services USA, Inc. has available and offers to provide personnel and equipment necessary to accomplish the garbage and recycling dumpster collection services subject to the terms and conditions of the Agreement for Contractor Services, attached hereto; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to enter into such Agreement for Contractor Services as is attached hereto, subject to such changes as deemed necessary by the City Attorney, with the option of two subsequent renewals thereof (in additional one-year periods), provided that the terms are substantially similar, and the appropriate funds are budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of November, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 11/7/2022

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND GFL ENVIRONMENTAL SERVICES USA, INC.
(2023-2025 Garbage & Recycling Dumpster Collection Services)

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of De Pere, Wisconsin, a Wisconsin municipality ("City"), and GFL Environmental Services USA, Inc., a foreign corporation authorized to conduct business in the State of Wisconsin ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform garbage and recycling dumpster collection services for a three-year period (2023-2025) as described in the City's Request for Proposals, dated September 20, 2022, attached hereto and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

At its option, the City may extend this Agreement for two additional years in one year increments. Either party may terminate this Agreement, without cause, by providing 90-days written notice to the other party.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's Proposal dated October 19, 2022, attached and incorporated herein as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

After the initial 12 months of the Agreement, any changes to the prices quoted in Exhibit B shall be submitted in writing by the Contractor at least 60 days prior to the expiration of the current term of the Agreement or the current pricing then in effect shall remain for the next 12-month renewal period. Pricing shall remain firm for each 12-month period.

The City may, at its sole option, accept the new pricing or elect to cancel the Agreement and resolicit bids.

III. INSURANCE

The Contractor shall maintain during the course of the project, the following

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than $5,000,000.

2. Automobile Liability

   (A) Coverages must include the following extensions:
   Comprehensive Form
   (1) All Owned Autos
   (2) All Hired Autos
   (3) All Non-Owned Autos
   (4) Mobile Equipment
   (5) Specialized Equipment
   (6) Contractual Liability
   (7) Uninsured Motorists to Limit of Policy
   (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

   (B) Limits of Liability:
   Combined Single Limit/Bodily Injury and Property Damage:
   $1,000,000 per person/per accident

   Uninsured/Underinsured Motorists:
   Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance
   Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this

Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.

2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. PERMITS AND LICENSING. If applicable, the Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.

4. WORK SAFETY AND HEALTH. The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

5. RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement

of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

VI. 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.

VII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:	If to Contractor:
City of De Pere Attention: Director of Public Works 925 South Sixth Street De Pere, WI 54115	GFL Environmental Attention: Brent Kessler, Account Manager 1799 South Broadway Street 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.

GFL ENVIRONMENTAL SERVICES USA, INC.
By:

Brent Kessler, Account Manager

CITY OF DE PERE
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

Anthony S. Wachewicz III, City Attorney
J:\Law\Agreements\Contractor Agreement Template1-5-22.docx

CITY OF DE PERE

Streets Division
925 S. Sixth Street, De Pere, WI | 920-339-4062 | www.deperewi.gov/streets

September 20, 2022

RE: Request for Proposals
2023 Garbage & Recycling
Dumpster Collection Services

The City of De Pere is requesting a proposal from your firm to provide garbage and recycling dumpster collection services. Dumpster collection is to take place at three or more designated sites throughout the City's downtown over the next several years. The current locations include a dumpster enclosure located at Nicolet Square parking lot located at 110 3rd Street, a dumpster enclosure at Marquette Square, 127 N. Wisconsin St and a dumpster enclosure located in the alley of 400 block of Reid St. The services being sought are for a multi-year period.

Scope of Work:

1. Contractor Responsibilities

a) The contractor shall be responsible for familiarizing themselves with the service areas, and requirements, challenges and restrictions and conduct the work so as to not unnecessarily disrupt the businesses or residents in the area so that they may fully understand any unique conditions affecting the contract.

b) The contractor shall provide the necessary labor, equipment, tools, materials and supplies to provide garbage and recycling dumpster collection services. If the contractor fails to meet these requirements, then the City reserves the right to terminate the contract.

c) Contractor shall comply with all applicable federal, state, county and local ordinances and regulations relative to the service provided hereunder.

d) Contractor shall comply with all safety requirements set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

e) All Contractors performing work are required to have a Contractor's License for the state for which the work is to be done. All Licenses for any contractors must be current on the day of bidding and throughout the length of the project.

f) Contractor shall obtain and maintain all necessary licenses and permits, and dispose of the collected waste and recycles in a legal and environmentally responsible manner. The successful bidder shall possess all required State of Wisconsin and other local licenses, a Solid Waste Transporter or Solid Waste/Recyclables Transporter license from the WDNR and must submit proof of same with their quote package.

g) The contractor shall work with the City to determine the appropriate size dumpster to furnish at each dumpster enclosure location.

h) The Contractor shall furnish correctly sized, well-maintained, leak proof metal dumpsters at each site designated by the City. Dumpsters shall be of good quality and painted in such a way as to not be an eyesore (i.e. no excessive rust, peeling, gaudy colors, etc.). Contractor shall be responsible for all maintenance and repair to dumpsters during the term of the contract.

i) The contractor shall pick up from the various locations in a consistent manner. The exact day of the week and time for schedule collection for each location will be mutually agreed to by the contractor and the City.

j) Contractor shall ensure that all waste and recycling materials are completely removed from the dumpster enclosure areas per the schedule. Upon emptying containers, there shall be no waste or recycling materials left in the enclosure area.

k) Dumpsters shall be covered and shall be properly labeled on side and front to identify its use (Trash or Recycle).

l) Contractor shall insure that its employees exercise all necessary caution to avoid injury to persons or damage to property of any kind.

m) Contractor shall report immediately to the City any accidents involving any facilities, public or private property, other individuals, etc. The report shall include, but not be limited to, the accident; location, date, time, description, witnesses and corrective actions taken to avoid future occurrence.

n) Contractor agrees that any damage to buildings, enclosures, materials, equipment or to other property etc. during the performance of this service will be repaired to the satisfaction of the City at the Contractor's expense.

o) Any damage caused to Contractor owned dumpsters by any type of vandalism is the responsibility of the Contractor. Any damaged or vandalized dumpsters shall be repaired or replaced by the Contractor within 48 hours of notification by the City.

p) New containers required shall be set in place or installed within 48 hours of request.

q) Service calls on equipment shall be responded to and completed within 24 hours of request. All service calls shall be completed during normal working hours of Monday-Friday, 8:00am-4:30pm at no additional charge to the City including parts, labor, time, mileage, etc.

r) Contractor shall notify the City of any work stoppage for any reason, including weather, material delays, etc.

s) Contractor shall not subcontract any of the work to be performed under contract unless it has first obtained written approval from the City. City shall have full and complete discretion in withholding or granting such approval.

t) Contractor must dispose and transport all refuse and recyclable materials to Brown County facilities. Contractor agrees to pay for disposal of all refuse and recyclable materials collected under this contract at the current gate rate or at the rate in which contractor is authorized to pay per a separate waste disposal contract. Refuse and recyclable material disposal must occur during normal Brown County operating hours.

u) Upon award of the contract, the City reserves the right to require the Contractor to provide a Performance Bond in the amount of $50,000, the estimated annual value of this contract, for the duration of the contract. Should the Contractor be unable to fulfill the contract requirements, and the City requires the services of another Contractor, the City has the right to call upon the Performance Bond to pay any extra costs associated with hiring the second Contractor to complete the work for the remaining period of the contract.

2. City of De Pere Responsibilities

a) The City shall enact and enforce necessary ordinances consistent with this proposal.

b) The City shall make prompt payment in accordance with true and correct statements submitted by the contractor.

c) The City shall comply with any and all future regulations enacted by the County, State, or Federal authorities which affect these collection services.

d) The City reserves the right to terminate the contract if the contractor is unable to perform satisfactorily or there are continuing problems with the contractor personnel or contractor equipment.

3. Indemnification

Contractor hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractors) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defenses, and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the City or its insurer 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.

4. Term of Contract

The proposed term of the contract to perform provide garbage and recycling dumpster collection services shall be for three years (2023 -2025) with an option for the City to

renew if for two (2) more years in one (1) year increments. The contract is anticipated to begin no sooner than January 1, 2023. **Prices quoted shall be firm for the first 12 months of the agreement.**

For subsequent renewal years thereafter, any revision to the pricing shall be submitted in writing by the contractor to City at least 60 days prior to the expiration date. Documentation must be provided to support any requested price increases. If no notice is received regarding any price increases it shall be understood by the contractor that current pricing will remain the same for the next 12 month renewal period. **Pricing shall remain firm for each 12 month renewal period.** The City may, at its sole option, accept the new pricing or choose to cancel the agreement and re-solicit.

Quotes shall include any and all costs to be charged to the City for the proposed services. Any costs not submitted on the price sheets will not be considered payable. This includes but is not limited to, all containers, waste/recycling removal fees, labor, equipment, mileage, time, maintenance, administrative fees, fuel surcharges, County tipping fees, State tipping fees, environmental fees, etc.

The agreement may be cancelled, with or without cause, by either party by giving 90 days written notice.

5. Payment

The Contractor shall invoice monthly the City monthly basis and invoiced at the unit rates for work listed in the proposal. Invoices shall be itemized to dates, locations and number of pickups for each container. Contractor expressly agrees that no interest assessment will be charged for goods and/or services provided if payment is made by the City within 60 days of acceptance of the goods and/or services or receipt by the City of a properly completed invoice, whichever date is later.

6. Insurance Requirements:

The firm shall be required to provide the following limits of liability for insurance coverage shall for not less than the following

Workers' Compensation:

State:	Statutory
Applicable Federal (e.g., Longshoreman's):	Statutory
Employer's Liability:	$ 1,000,000

Contractor's General Liability shall be written on the most current ISO CG 00 01 or equivalent form and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate (on a per project basis)	$ 2,000,000
b. Products – Completed Operations Aggregate	$ 2,000,000
c. Personal and Advertising Injury	$ 1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

f. Excess or Umbrella Liability

General Aggregate	$ 5,000,000
Each Occurrence	$ 5,000,000

Automobile Liability:

g. Combined Single Limit of	$ 1,000,000

Contractual Liability coverage as provided in the most current CG 00 01 or equivalent form. Policy shall be free of any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01.

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

A valid Certificate of Insurance shall be issued to the City prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to City prior to the execution of the contract to:

Street Superintendent
City of De Pere
925 South Sixth Street
De Pere, WI 54115

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Contractor must submit at least three (3) references for dumpster collection services done in the past two (2) years in downtown areas.

2. **Cost:** Contractor shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above. Failure to provide a price for any line item in the proposal may result in the rejection of the submitted proposal.

Sealed proposals marked **"2023 Dumpster Collection Services Proposal"** on envelope are to be delivered or mailed to:

Tony Fietzer, CPWP-M
Street Superintendent
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later than 10:00 a.m. on Thursday, October 20, 2022.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of the City.

If you have any questions, please call me at (920) 339-8325.

Sincerely,

Tony Fietzer, CPWP-M
Street Superintendent
Department of Public Works

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to provide garbage and recycling dumpster collection services.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices provide garbage and recycling dumpster collection services:

2023 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2023 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2023 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2023 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2023 MARQUETTE SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2023 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2023 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2023 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2023 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2023 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2023 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2023 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2024 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2024 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2024 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2024 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2024 MARQUETTE SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2024 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2024 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2024 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2024 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2024 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2024 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2024 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2025 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2025 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2025 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2025 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2025 MARQUETTE SQUARE				
DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2025 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2025 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2025 ALLEY 400 REID ST				
DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2025 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2025 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2025 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2025 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

Name of Firm

Address of Firm

Telephone Number

Fax Number

Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of:_____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

2023 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2023 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$54.00	$105.00	$156.00	$207.00
4 – YD Dumpster	$74.00	$143.00	$211.00	$280.00
6 – YD Dumpster	$93.00	$179.00	$266.00	$353.00
8 – YD Dumpster	$111.00	$216.00	$321.00	$425.00

YEAR 2023 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$48.00	$92.00	$136.00	$180.00
4 – YD Dumpster	$60.00	$115.00	$171.00	$226.00
6 – YD Dumpster	$70.00	$146.00	$209.00	$274.00
8 – YD Dumpster	$84.00	$162.00	$239.00	$316.00

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- $75 Per Container Delivery & Removal
- $50 Per Container Swap Out
- $10/Yard Extra Yardage
- $75 Per Extra Pick Up/Hauls

2023 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2023 MARQUETTE SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$54.00	$105.00	$156.00	$207.00
4 – YD Dumpster	$74.00	$143.00	$211.00	$280.00
6 – YD Dumpster	$93.00	$179.00	$266.00	$353.00
8 – YD Dumpster	$111.00	$216.00	$321.00	$425.00

YEAR 2023 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$48.00	$92.00	$136.00	$180.00
4 – YD Dumpster	$60.00	$115.00	$171.00	$226.00
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- $50 Per Container Swap Out
- $10/Yard Extra Yardage
- $75 Per Extra Pick Up/Hauls

2023 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2023 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$54.00	$105.00	$156.00	$207.00
4 – YD Dumpster	$74.00	$143.00	$211.00	$280.00
6 – YD Dumpster	$93.00	$179.00	$266.00	$353.00
8 – YD Dumpster	$111.00	$216.00	$321.00	$425.00

YEAR 2023 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$48.00	$92.00	$136.00	$180.00
4 – YD Dumpster	$60.00	$115.00	$171.00	$226.00
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- $50 Per Container Swap Out
- $10/Yard Extra Yardage
- $75 Per Extra Pick Up/Hauls

2023 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2023 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$54.00	$105.00	$156.00	$207.00
4 – YD Dumpster	$74.00	$143.00	$211.00	$280.00
6 – YD Dumpster	$93.00	$179.00	$266.00	$353.00
8 – YD Dumpster	$111.00	$216.00	$321.00	$425.00

YEAR 2023 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$48.00	$92.00	$136.00	$180.00
4 – YD Dumpster	$60.00	$115.00	$171.00	$226.00
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Additional Fees & Conditions:

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- $75 Per Container Delivery & Removal
- $50 Per Container Swap Out
- $10/Yard Extra Yardage
- $75 Per Extra Pick Up/Hauls

2024 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2024 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$56.70	$110.25	$163.80	$217.35
4 – YD Dumpster	$77.70	$150.15	$221.55	$294.00
6 – YD Dumpster	$97.65	$187.95	$279.30	$370.65
8 – YD Dumpster	$116.55	$226.80	$337.05	$446.25

YEAR 2024 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$50.40	$96.60	$142.80	$189.00
4 – YD Dumpster	$63.00	$120.75	$179.55	$237.30
6 – YD Dumpster	$73.50	$153.30	$219.45	$287.70
8 – YD Dumpster	$88.20	$170.10	$250.95	$331.80

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- $75 Per Container Delivery & Removal
- $50 Per Container Swap Out
- $10/Yard Extra Yardage
- $75 Per Extra Pick Up/Hauls

2024 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2024 MARQUETTE SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$56.70	$110.25	$163.80	$217.35
4 – YD Dumpster	$77.70	$150.15	$221.55	$294.00
6 – YD Dumpster	$97.65	$187.95	$279.30	$370.65
8 – YD Dumpster	$116.55	$226.80	$337.05	$446.25

YEAR 2024 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$50.40	$96.60	$142.80	$189.00
4 – YD Dumpster	$63.00	$120.75	$179.55	$237.30
6 – YD Dumpster	$73.50	$153.30	$219.45	$287.70
8 – YD Dumpster	$88.20	$170.10	$250.95	$331.80

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- $75 Per Container Delivery & Removal
- $50 Per Container Swap Out
- $10/Yard Extra Yardage
- $75 Per Extra Pick Up/Hauls

2024 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2024 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$56.70	$110.25	$163.80	$217.35
4 – YD Dumpster	$77.70	$150.15	$221.55	$294.00
6 – YD Dumpster	$97.65	$187.95	$279.30	$370.65
8 – YD Dumpster	$116.55	$226.80	$337.05	$446.25

YEAR 2024 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$50.40	$96.60	$142.80	$189.00
4 – YD Dumpster	$63.00	$120.75	$179.55	$237.30
6 – YD Dumpster	$73.50	$153.30	$219.45	$287.70
8 – YD Dumpster	$88.20	$170.10	$250.95	331.80

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- $75 Per Container Delivery & Removal
- $50 Per Container Swap Out
- $10/Yard Extra Yardage
- $75 Per Extra Pick Up/Hauls

2024 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2024 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$56.70	$110.25	$163.80	$217.35
4 – YD Dumpster	$77.70	$150.15	$221.55	$294.00
6 – YD Dumpster	$97.65	$187.95	$279.30	$370.65
8 – YD Dumpster	$116.55	$226.80	$337.05	$446.25

YEAR 2024 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$50.40	$96.60	$142.80	$189.00
4 – YD Dumpster	$63.00	$120.75	$179.55	$237.30
6 – YD Dumpster	$73.50	$153.30	$219.45	$287.70
8 – YD Dumpster	$88.20	$170.10	$250.95	$331.80

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- $75 Per Container Delivery & Removal
- $50 Per Container Swap Out
- $10/Yard Extra Yardage
- $75 Per Extra Pick Up/Hauls

2025 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2025 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$59.54	$115.76	$171.99	$228.22
4 – YD Dumpster	$81.59	$157.66	$232.63	$308.70
6 – YD Dumpster	$102.53	$197.35	$293.27	$389.18
8 – YD Dumpster	$122.38	$238.14	$353.90	$468.56

YEAR 2025 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$52.92	$101.43	$149.94	$198.45
4 – YD Dumpster	$66.15	$126.79	$188.53	$249.17
6 – YD Dumpster	$77.18	$160.97	$230.42	$302.09
8 – YD Dumpster	$92.61	$178.61	$263.50	$348.39

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- $75 Per Container Delivery & Removal
- $50 Per Container Swap Out
- $10/Yard Extra Yardage
- $75 Per Extra Pick Up/Hauls

2025 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2025 MARQUETTE SQUARE				
DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$59.54	$115.76	$171.99	$228.22
4 – YD Dumpster	$81.59	$157.66	$232.63	$308.70
6 – YD Dumpster	$102.53	$197.35	$293.27	$389.18
8 – YD Dumpster	$122.38	$238.14	$353.90	$468.56

YEAR 2025 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$52.92	$101.43	$149.94	$198.45
4 – YD Dumpster	$66.15	$126.76	$188.53	$249.17
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8 – YD Dumpster	$92.61	$178.61	$263.50	$348.39

Additional Fees & Conditions:

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- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- $75 Per Container Delivery & Removal
- $50 Per Container Swap Out
- $10/Yard Extra Yardage
- $75 Per Extra Pick Up/Hauls

2025 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2025 ALLEY 400 REID ST				
DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$59.54	$115.76	$171.99	$228.22
4 – YD Dumpster	$81.59	$157.66	$232.63	$308.70
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8 – YD Dumpster	$122.38	$238.14	$353.90	$468.56

YEAR 2025 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$52.92	$101.43	$149.94	$198.45
4 – YD Dumpster	$66.15	$126.79	$188.53	$249.17
6 – YD Dumpster	$77.18	$160.97	$230.42	$302.09
8 – YD Dumpster	$92.61	$178.61	$263.50	$348.39

Additional Fees & Conditions:

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- $75 Per Container Delivery & Removal
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- $75 Per Extra Pick Up/Hauls

2025 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2025 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$59.54	$115.76	$171.99	$228.22
4 – YD Dumpster	$81.59	$157.66	$232.63	$308.70
6 – YD Dumpster	$102.53	$197.35	$293.27	$389.18
8 – YD Dumpster	$122.38	$238.14	$353.90	$468.56

YEAR 2025 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	$52.92	$101.43	$149.94	$198.45
4 – YD Dumpster	$66.15	$126.79	$188.53	$249.17
6 – YD Dumpster	$77.18	$160.97	$230.42	$302.09
8 – YD Dumpster	$92.61	$178.61	$263.50	$348.39

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- $75 Per Container Delivery & Removal
- $50 Per Container Swap Out
- $10/Yard Extra Yardage
- $75 Per Extra Pick Up/Hauls

GFL Environmental
Name of Firm

1799 S Broadway De Pere, WI 54115
Address of Firm

(920)-889-1615
Telephone Number

Fax Number

bkessler@gflenv.com
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: GFL ENVIRONMENTAL and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

10/19/22
Date

BRENT KESSLER
Print or Type Name of Bidder

ACCOUNT MANAGER
Title

GFL GREEN FOR LIFE environmental



References

GFL brings fresh ideas and solutions to the business of a clean environment. As one of the largest publicly held environmental services company in the U.S., we provide integrated, non-hazardous solid waste collection, recycling and disposal services to residential, commercial, industrial and construction customers across 27 states and Canada. Our team is dedicated to finding effective, sustainable solutions to preserve the environment for future generations.

Industrial Protective Coatings, Inc
1855 Enterprise Drive
DePere, WI 54115
Kelsie Czukas
920-336-0801
kelsie@massesinc.com

School District of West De Pere
400 Reid Street, Suite W
De Pere, WI 54115
Terry Vande Hey
920-337-1393 X 8037
tvandehey@wdpsd.com

McDonald's
1600 Shawano Ave
Green Bay, WI 54303
Ryan Larson
906-290-4119
Ryan.Larson@partners.mcd.com

Brent Kessler | Account Manager
GFL Environmental
1799 S Broadway Avenue, DePere, WI, 54115
C (920) 889-1615 | bkessler@gflenv.com | www.gflenv.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2022

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

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

PRODUCER	CONTACT NAME: Kerry Alaimo
R & R Insurance Services, Inc N14 W23900 Stone Ridge Drive Waukesha WI 53188	PHONE (A/C, No, Ext): (262) 953-7188 FAX (A/C, No): (262)953-7188 E-MAIL ADDRESS: Kerry.Alaimo@rrins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Motorists Commercial Mutual Insurance	13331
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
UPAC Holdings Inc 611 Hansen Rd P O Box 2238 Green Bay WI 54306-2238

COVERAGES CERTIFICATE NUMBER: 22/23 Liab Cert w/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			Garage Liability	Auto Only /	Garage	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO			5000020410	8/1/2022	8/1/2023	BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS	X		Bkt-AI, CA CW MG0014 4/17			BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS			Bkt-AI PNC, CA CW MG 0015 4/17			PROPERTY DAMAGE (Per accident)	$
	☒ Garage Liability			Bkt-WOS, CA CW MG 0007 4/17	Other Than	Auto Only /	Gar Ops Each / Agg: $1,000,000	$ / 3,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE	$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	☐ DED ☒ RETENTION $ 0	X		5000017793	8/1/2022	8/1/2023		$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☒ N	N/A		WCB1034854	11/1/2021	11/1/2022	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			**WI and MI**			E.L. DISEASE - EA EMPLOYEE	$ 500,000
				Blkt - WOS; WC0003 13			E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Garage-Physical Damage			5000020410	8/1/2022	8/1/2023	Comprehensive Ded Ea/Event	$2,500/$12,500
				$1,000,000 - Blanket			Collision Deductible	$2,500

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

GFL Environmental is additional insured in regards to garage liablity and umbrella per forms above when required by written contract..

CERTIFICATE HOLDER	CANCELLATION
GFL Environmental 100 New Park Place Suite 500 Vaughan, ON 14K 0H9	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 Mike Obertin/KA510

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CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: November 7, 2022

RE: **Consideration and possible action on Dumpster Services Collection at City Dumpster Corals***

The City recently requested proposals for providing garbage and recycling dumpster collection services for Nicolet Square, Marquette Square, 400 Main/Reid Alley and future locations. The proposals for services are for a 3 year period, with an option to extent two additional one year agreements.

The City received the following proposals (See attached summary) for the dumpster services:

- GFL Environmental, Inc
- Waste Management
- Harter's Waste Hauling did not submit a proposal.

Staff recommends awarding the dumpster services to GFL Environmental, Inc.

Attachments:
2022 Garbage & Recycling Dumpster Collection Services Request for Proposal
GFL Environmental, Inc Proposal
Waste Management of Wisconsin Proposal

10/20/2022

Waste Management of Wisconsin

2023 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2023 NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	**$72.00**	**$135.00**	**$196.00**	**$260.00**
4 – YD Dumpster	**$103.00**	**$194.00**	**$284.00**	**$375.00**
6 – YD Dumpster	**$134.00**	**$253.00**	**$371.00**	**$490.00**
8 – YD Dumpster	**$166.00**	**$315.00**	**$460.00**	**$610.00**

YEAR 2023 NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	**$72.00**	**$135.00**	**$198.00**	**$261.00**
4 – YD Dumpster	**$88.00**	**$162.00**	**$235.00**	**$308.00**
6 – YD Dumpster	**$100.00**	**$185.00**	**$269.00**	**$354.00**
8 – YD Dumpster	**$115.00**	**$209.00**	**$304.00**	**$400.00**

2024 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2024 NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	**$75.60**	**$141.75**	**$205.80**	**$273.00**
4 – YD Dumpster	**$108.15**	**$203.70**	**$298.20**	**$393.75**
6 – YD Dumpster	**$140.70**	**$265.65**	**$389.55**	**$514.50**
8 – YD Dumpster	**$174.30**	**$330.75**	**$483.00**	**$640.50**

YEAR 2024 NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	**$75.60**	**$141.75**	**$207.90**	**$274.05**
4 – YD Dumpster	**$92.40**	**$170.10**	**$246.75**	**$323.40**
6 – YD Dumpster	**$105.00**	**$194.25**	**$282.45**	**$371.70**
8 – YD Dumpster	**$120.75**	**$219.45**	**$319.20**	**$420.00**

2025 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2025 NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	**$79.38**	**$148.84**	**$216.09**	**$286.65**
4 – YD Dumpster	**$113.56**	**$213.89**	**$313.11**	**$413.44**
6 – YD Dumpster	**$147.74**	**$278.93**	**$409.03**	**$540.23**
8 – YD Dumpster	**$183.02**	**$347.29**	**$507.15**	**$672.53**

YEAR 2025 NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	**$79.38**	**$148.84**	**$218.30**	**$287.75**
4 – YD Dumpster	**$97.02**	**$178.61**	**$259.09**	**$339.57**
6 – YD Dumpster	**$110.25**	**$203.96**	**$296.57**	**$390.29**
8 – YD Dumpster	**$126.79**	**$230.42**	**$335.16**	**$441.00**

** The disposal rates for the two (2) one (1) year options (2026 & 2027), shall increase each year on the anniversary of the date of this Agreement by 5%.

WM of Wisconsin
Name of Firm

1861 E Allouez Ave, Green Bay, WI 54311
Address of Firm

920-680-7101
Telephone Number

-
Fax Number

spenovic@wm.com
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: WM of Wisconsin and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Scott Penovich
Signature of Bidder

10-18-2022
Date

Scott Penovich
Print or Type Name of Bidder

Senior Account Executive
Title

References

1. Murphy Development
   2067-69 Bridge Port Ct
   450 College Ave
   100 Front St
   De Pere, WI 54115
   Contact: Keith Brown
   Phone: (920) 337-6373

2. De Pere Superstore
   1501 W Main Ave
   De Pere, WI 54115
   Contact: Matt Olson
   Phone: (920) 347-0114

3. United Apartments
   430 Grant St
   De Pere, WI 54115
   Contact: Jeannie Mahone
   Phone: (920) 968-8112

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 11-15-2022 VOUCHERS (PDF)

PACKET: 06893 NOV 2022 COUNCIL - 2 11-15-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2492	ALCOPRO							
	I-263359-IN	ALCOPRO	R	11/15/2022		1,182.00CR	100725	1,182.00
2982	ALL CITY COMMUNICATIONS							
	I-4699411-110122	ALL CITY COMMUNICATIONS	R	11/15/2022		92.00CR	100726	92.00
0007	AMBROSIUS SALES & SERVICE							
	I-51308	AMBROSIUS SALES & SERVICE	R	11/15/2022		16.96CR	100727	16.96
3962	AMERICAN WATER WORKS ASSOCIATION							
	I-7002052924	AMERICAN WATER WORKS ASSOCIATI	R	11/15/2022		4,347.00CR	100728	4,347.00
7507	DEBORAH ARMBRUSTER							
	I-202211093538	DEBORAH ARMBRUSTER	R	11/15/2022		49.45CR	100729	49.45
8882	ASCENT CONSULTING LLC							
	I-22-035	ASCENT CONSULTING LLC	R	11/15/2022		1,400.00CR	100730	1,400.00
0496	ASTRO HYDRAULICS INC							
	I-73673	ASTRO HYDRAULICS INC	R	11/15/2022		149.80CR	100731	149.80
8883	AVANT ACOUSTICS							
	I-C2050IN01	AVANT ACOUSTICS	R	11/15/2022		9,011.35CR	100732	9,011.35
1698	B A T I							
	I-5792	B A T I	R	11/15/2022		300.16CR	100733	300.16
0442	BADGER LABORATORIES INC							
	I-22-52033779	BADGER LABORATORIES INC	R	11/15/2022		804.00CR	100734	804.00
0020	BADGERLAND PRINTING INC							
	I-38891	BADGERLAND PRINTING INC	R	11/15/2022		44.00CR	100735	
	I-38907	BADGERLAND PRINTING INC	R	11/15/2022		48.00CR	100735	
	I-38914	BADGERLAND PRINTING INC	R	11/15/2022		969.00CR	100735	
	I-38923	BADGERLAND PRINTING INC	R	11/15/2022		128.00CR	100735	
	I-38945	BADGERLAND PRINTING INC	R	11/15/2022		389.04CR	100735	1,578.04
0027	BAY TOWEL INC							
	I-4420326	BAY TOWEL INC	R	11/15/2022		113.86CR	100736	
	I-4420327	BAY TOWEL INC	R	11/15/2022		184.36CR	100736	298.22
0028	BAY VERTE MACHINERY INC							
	I-475277-00	BAY VERTE MACHINERY INC	R	11/15/2022		129.99CR	100737	129.99

PACKET: 06893 NOV 2022 COUNCIL - 2 11-15-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6473	BEAVER OF WISCONSIN INC							
	I-109639	BEAVER OF WISCONSIN INC	R	11/15/2022		506.25CR	100738	506.25
1315	BELLIN HEALTH							
	I-MB8890	BELLIN HEALTH	R	11/15/2022		37.40CR	100739	37.40
3008	BOUND TREE MEDICAL LLC							
	I-84724528	BOUND TREE MEDICAL LLC	R	11/15/2022		85.32CR	100740	85.32
0038	BROADWAY AUTOMOTIVE INC							
	I-1100655P	BROADWAY AUTOMOTIVE INC	R	11/15/2022		366.00CR	100741	
	I-1102279P	BROADWAY AUTOMOTIVE INC	R	11/15/2022		105.76CR	100741	
	I-613541P	BROADWAY AUTOMOTIVE INC	R	11/15/2022		58.76CR	100741	
	I-614245P	BROADWAY AUTOMOTIVE INC	R	11/15/2022		226.56CR	100741	
	I-614572P	BROADWAY AUTOMOTIVE INC	R	11/15/2022		47.91CR	100741	804.99
6967	BROCK WHITE COMPANY LLC							
	I-15712196-00	BROCK WHITE COMPANY LLC	R	11/15/2022		2,295.44CR	100742	2,295.44
2944	BROWN COUNTY JAIL							
	I-SP102022	BROWN COUNTY JAIL	R	11/15/2022		40.00CR	100743	40.00
2984	BROWN COUNTY TREASURER							
	I-2022-00000003	BROWN COUNTY TREASURER	R	11/15/2022		30.00CR	100744	
	I-2022-00000008	BROWN COUNTY TREASURER	R	11/15/2022		30.00CR	100744	60.00
4537	BSN SPORTS INC.							
	I-108602	BSN SPORTS INC.	R	11/15/2022		700.00CR	100745	700.00
8884	BUREAU VERITAS NTNL ELEVATOR INSP SERV INC							
	I-202211093539	BUREAU VERITAS NTNL ELEVATOR I	R	11/15/2022		80.00CR	100746	80.00
1	BURNS, THEONE							
	I-202211093540	22-01 LAWN WATER	R	11/15/2022		34.24CR	100747	34.24
6061	CARRICO AQUATIC RESOURCES INC							
	I-20224438	CARRICO AQUATIC RESOURCES INC	R	11/15/2022		156.50CR	100748	156.50
0536	CDW GOVERNMENT INC							
	C-DT02507	CDW GOVERNMENT INC	R	11/15/2022		96.16	100749	
	I-DK86047	CDW GOVERNMENT INC	R	11/15/2022		96.16CR	100749	
	I-DK92251	CDW GOVERNMENT INC	R	11/15/2022		198.03CR	100749	
	I-DM74637	CDW GOVERNMENT INC	R	11/15/2022		8,326.10CR	100749	
	I-DP69458	CDW GOVERNMENT INC	R	11/15/2022		96.16CR	100749	
	I-DP88266	CDW GOVERNMENT INC	R	11/15/2022		149.00CR	100749	
	I-DR09185	CDW GOVERNMENT INC	R	11/15/2022		110.20CR	100749	
	I-DR09938	CDW GOVERNMENT INC	R	11/15/2022		43.68CR	100749	
	I-DR57951	CDW GOVERNMENT INC	R	11/15/2022		990.15CR	100749	9,913.32

PACKET: 06893 NOV 2022 COUNCIL - 2 11-15-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8885	CHASE ELECTRONICS LLC							
	I-2228141	CHASE ELECTRONICS	R	11/15/2022		205.77CR	100750	205.77
8443	CINTAS							
	I-4135046682	CINTAS	R	11/15/2022		44.65CR	100751	
	I-4135751932	CINTAS	R	11/15/2022		81.68CR	100751	126.33
2708	CLEANING SOLUTION SERVICES INC							
	I-22606	CLEANING SOLUTION SERVICES INC	R	11/15/2022		2,218.50CR	100752	
	I-22665	CLEANING SOLUTION SERVICES INC	R	11/15/2022		468.41CR	100752	
	I-22670	CLEANING SOLUTION SERVICES INC	R	11/15/2022		407.82CR	100752	
	I-22676	CLEANING SOLUTION SERVICES INC	R	11/15/2022		1,436.94CR	100752	
	I-22677	CLEANING SOLUTION SERVICES INC	R	11/15/2022		1,758.93CR	100752	
	I-22682	CLEANING SOLUTION SERVICES INC	R	11/15/2022		2,218.50CR	100752	
	I-22710	CLEANING SOLUTION SERVICES INC	R	11/15/2022		25.00CR	100752	
	I-22719	CLEANING SOLUTION SERVICES INC	R	11/15/2022		204.88CR	100752	8,738.98
7997	COMPLETE OFFICE							
	I-AR46237	COMPLETE OFFICE	R	11/15/2022		36.23CR	100753	
	I-AR46238	COMPLETE OFFICE	R	11/15/2022		52.87CR	100753	
	I-AR46239	COMPLETE OFFICE	R	11/15/2022		25.00CR	100753	
	I-AR46240	COMPLETE OFFICE	R	11/15/2022		30.04CR	100753	144.14
7546	JASON CUMMINGS							
	I-202211093541	JASON CUMMINGS	R	11/15/2022		152.95CR	100754	152.95
8740	CUMMINS SALES AND SERVICE							
	I-F4-22775	CUMMINS SALES AND SERVICE	R	11/15/2022		24.85CR	100755	24.85
7769	DE PERE FIRE DEPT							
	I-202211093542	DE PERE FIRE DEPT	R	11/15/2022		346.34CR	100756	346.34
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2487219	EMERGENCY MEDICAL PRODUCTS INC	R	11/15/2022		345.80CR	100757	345.80
0086	ERC INC							
	I-ERC-1122-1071	ERC INC	R	11/15/2022		508.09CR	100758	508.09
7960	ERIC R ERDMAN							
	I-202211093543	ERIC R ERDMAN	R	11/15/2022		508.00CR	100759	508.00
7422	EXCEL UNDERGROUND LLC							
	I-10091	EXCEL UNDERGROUND LLC	R	11/15/2022		14,145.28CR	100760	14,145.28

PACKET: 06893 NOV 2022 COUNCIL - 2 11-15-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0200	FIRST SUPPLY LLC							
	I-13439970-00	FIRST SUPPLY LLC	R	11/15/2022		162.39CR	100761	162.39
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TPB0000770150	FOX VALLEY TECHNICAL COLLEGE	R	11/15/2022		320.00CR	100762	
	I-TPB0000770765	FOX VALLEY TECHNICAL COLLEGE	R	11/15/2022		365.00CR	100762	685.00
7767	FREEDOM OVERHEAD DOORS							
	I-46654	FREEDOM OVERHEAD DOORS	R	11/15/2022		440.00CR	100763	440.00
0111	GAT SUPPLY INC							
	I-400062-4	GAT SUPPLY INC	R	11/15/2022		160.40CR	100764	160.40
2971	GE MEDICAL SYSTEMS							
	I-2009186400.3	GE MEDICAL SYSTEMS	R	11/15/2022		13,984.20CR	100765	13,984.20
2544	GLOBAL RECOGNITION INC							
	I-NB-DG-004	GLOBAL RECOGNITION INC	R	11/15/2022		79.00CR	100766	79.00
6923	GORDON FLESCH COMPANY INC.							
	I-IN13837966	GORDON FLESCH COMPANY INC.	R	11/15/2022		149.74CR	100767	
	I-IN13942019	GORDON FLESCH COMPANY INC.	R	11/15/2022		52.24CR	100767	201.98
8011	GOVERNMENTJOBS.COM INC							
	I-INV-29562	GOVERNMENTJOBS.COM INC	R	11/15/2022		10,180.23CR	100768	10,180.23
0116	GRAINGER INC							
	I-9283707587	GRAINGER INC	R	11/15/2022		11.12CR	100769	
	I-9489045857	GRAINGER INC	R	11/15/2022		81.53CR	100769	92.65
6608	TRISTA GROTH							
	I-202211093544	TRISTA GROTH	R	11/15/2022		75.29CR	100770	
	I-202211093545	TRISTA GROTH	R	11/15/2022		23.73CR	100770	99.02
4826	GUSTAVE A LARSON CO							
	I-4953781	GUSTAVE A LARSON CO	R	11/15/2022		376.32CR	100771	376.32
0351	HACH COMPANY							
	I-13296504	HACH COMPANY	R	11/15/2022		86.45CR	100772	86.45
6023	EUGENE HACKBARTH							
	I-202211093546	EUGENE HACKBARTH	R	11/15/2022		54.00CR	100773	54.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4902	HALRON LUBRICANTS INC							
	I-1358200-00	HALRON LUBRICANTS INC	R	11/15/2022		999.10CR	100774	999.10
7528	AARON HANSON							
	I-202211093547	AARON HANSON	R	11/15/2022		60.51CR	100775	
	I-202211093548	AARON HANSON	R	11/15/2022		59.53CR	100775	120.04
8873	HAVEY COMMUNICATIONS INC							
	I-11880	HAVEY COMMUNICATIONS INC	R	11/15/2022		1,203.40CR	100776	
	I-11881	HAVEY COMMUNICATIONS INC	R	11/15/2022		12,832.90CR	100776	
	I-11888	HAVEY COMMUNICATIONS INC	R	11/15/2022		1,203.40CR	100776	
	I-11889	HAVEY COMMUNICATIONS INC	R	11/15/2022		12,418.90CR	100776	27,658.60
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-C002695	HURCKMAN MECHANICAL INDUSTRIES	R	11/15/2022		924.00CR	100777	
	I-C002696	HURCKMAN MECHANICAL INDUSTRIES	R	11/15/2022		848.50CR	100777	
	I-C002697	HURCKMAN MECHANICAL INDUSTRIES	R	11/15/2022		1,833.00CR	100777	
	I-C002698	HURCKMAN MECHANICAL INDUSTRIES	R	11/15/2022		912.00CR	100777	
	I-C002699	HURCKMAN MECHANICAL INDUSTRIES	R	11/15/2022		1,422.50CR	100777	
	I-C002700	HURCKMAN MECHANICAL INDUSTRIES	R	11/15/2022		556.00CR	100777	
	I-C002701	HURCKMAN MECHANICAL INDUSTRIES	R	11/15/2022		1,742.50CR	100777	
	I-C002703	HURCKMAN MECHANICAL INDUSTRIES	R	11/15/2022		1,298.00CR	100777	
	I-W39841	HURCKMAN MECHANICAL INDUSTRIES	R	11/15/2022		1,006.36CR	100777	
	I-W39848	HURCKMAN MECHANICAL INDUSTRIES	R	11/15/2022		738.00CR	100777	11,280.86
5484	HYDROCORP INC							
	I-69276-IN	HYDROCORP INC	R	11/15/2022		2,787.00CR	100778	2,787.00
1399	INDOFF INC							
	I-3603433	INDOFF INC	R	11/15/2022		151.60CR	100779	
	I-3606596	INDOFF INC	R	11/15/2022		166.04CR	100779	
	I-3606616	INDOFF INC	R	11/15/2022		33.90CR	100779	
	I-3606899	INDOFF INC	R	11/15/2022		112.26CR	100779	
	I-3607837	INDOFF INC	R	11/15/2022		81.14CR	100779	
	I-3608482	INDOFF INC	R	11/15/2022		117.80CR	100779	662.74
8355	DANIELLE JAUQUET							
	I-202211093549	DANIELLE JAUQUET	R	11/15/2022		236.10CR	100780	236.10
8364	JOHNSTONE SUPPLY							
	I-6046417	JOHNSTONE SUPPLY	R	11/15/2022		6.16CR	100781	6.16

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1276	JX ENTERPRISES INC							
	I-14230522P	JX ENTERPRISES INC	R	11/15/2022		365.00CR	100782	
	I-14231407P	JX ENTERPRISES INC	R	11/15/2022		69.12CR	100782	
	I-14232209P	JX ENTERPRISES INC	R	11/15/2022		10.89CR	100782	
	I-14232973P	JX ENTERPRISES INC	R	11/15/2022		205.87CR	100782	
	I-14234534P	JX ENTERPRISES INC	R	11/15/2022		171.99CR	100782	
	I-14235428P	JX ENTERPRISES INC	R	11/15/2022		771.54CR	100782	
	I-14235864P	JX ENTERPRISES INC	R	11/15/2022		24.71CR	100782	1,619.12
4584	KRUCZEK CONST INC							
	I-21-16 (4)	KRUCZEK CONST INC	R	11/15/2022		529,035.71CR	100783	529,035.71
3140	KUNDINGER FLUID POWER INC							
	I-50717843	KUNDINGER FLUID POWER INC	R	11/15/2022		344.87CR	100784	344.87
0154	LAMERS BUS LINES INC							
	I-21474	LAMERS BUS LINES INC	R	11/15/2022		1,908.90CR	100785	
	I-23812	LAMERS BUS LINES INC	R	11/15/2022		407.76CR	100785	2,316.66
0159	LEXIS NEXIS INC							
	I-3094091283	LEXIS NEXIS INC	R	11/15/2022		328.00CR	100786	328.00
0160	LIZER LAWN CARE & IRRIGATION							
	I-138368AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		270.00CR	100787	
	I-138369AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		270.00CR	100787	
	I-138406AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		270.00CR	100787	
	I-138407AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		210.00CR	100787	
	I-138408AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		270.00CR	100787	
	I-138409AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		270.00CR	100787	
	I-138410AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		240.00CR	100787	
	I-138411AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		150.00CR	100787	
	I-138412AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		240.00CR	100787	
	I-138414AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		240.00CR	100787	
	I-138415AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		240.00CR	100787	
	I-138416AD	LIZER LAWN CARE & IRRIGATION	R	11/15/2022		210.00CR	100787	2,880.00
5728	LOPEZ-MARTIN, TANYA							
	I-202211093550	LOPEZ-MARTIN, TANYA	R	11/15/2022		105.00CR	100788	105.00
0173	MENARDS INC							
	I-3679B	MENARDS INC	R	11/15/2022		61.86CR	100789	
	I-5829	MENARDS INC	R	11/15/2022		44.95CR	100789	
	I-5908	MENARDS INC	R	11/15/2022		291.95CR	100789	
	I-6032	MENARDS INC	R	11/15/2022		48.88CR	100789	
	I-6112	MENARDS INC	R	11/15/2022		15.97CR	100789	
	I-6115	MENARDS INC	R	11/15/2022		22.99CR	100789	
	I-6145	MENARDS INC	R	11/15/2022		39.88CR	100789	
	I-6172	MENARDS INC	R	11/15/2022		180.11CR	100789	
	I-6189	MENARDS INC	R	11/15/2022		99.86CR	100789	
	I-6400	MENARDS INC	R	11/15/2022		51.75CR	100789	
	I-6401	MENARDS INC	R	11/15/2022		60.44CR	100789	
	I-6404	MENARDS INC	R	11/15/2022		36.66CR	100789	

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1630	BRIAN MITCHELL							
	I-3470	BRIAN MITCHELL	R	11/15/2022		82.00CR	100790	82.00
8055	NAOMI MOES							
	I-AAFLR2021-2022	NAOMI MOES	R	11/15/2022		3,158.00CR	100791	3,158.00
8266	MOTOROLA SOLUTIONS INC							
	I-8230384093	MOTOROLA SOLUTIONS INC	R	11/15/2022		742.96CR	100792	
	I-8230386505	MOTOROLA SOLUTIONS INC	R	11/15/2022		817.27CR	100792	1,560.23
6958	NATHAN MRSTIK							
	I-202211093551	NATHAN MRSTIK	R	11/15/2022		40.45CR	100793	40.45
0456	MUNICIPAL WELL & PUMP INC							
	I-19961	MUNICIPAL WELL & PUMP INC	R	11/15/2022		915.00CR	100794	915.00
4961	MUNTZ AUDIO-VIDEO							
	I-1619GB A	MUNTZ AUDIO-VIDEO	R	11/15/2022		899.85CR	100795	899.85
7859	MURPHY DESMOND SC							
	I-8156248	MURPHY DESMOND SC	R	11/15/2022		3,523.00CR	100796	3,523.00
3191	NCI							
	I-AR27490	NCI	R	11/15/2022		52.40CR	100797	52.40
7869	NCLED							
	I-1840	NCLED	R	11/15/2022		346.00CR	100798	346.00
7129	NELSON TACTICAL							
	I-2703	NELSON TACTICAL	R	11/15/2022		43,793.08CR	100799	43,793.08
0531	NORTHEAST AUTO PARTS INC							
	C-375773	NORTHEAST AUTO PARTS INC	R	11/15/2022		66.00	100800	
	C-376091	NORTHEAST AUTO PARTS INC	R	11/15/2022		66.00	100800	
	C-376231	NORTHEAST AUTO PARTS INC	R	11/15/2022		30.00	100800	
	I-374685	NORTHEAST AUTO PARTS INC	R	11/15/2022		62.07CR	100800	
	I-374778	NORTHEAST AUTO PARTS INC	R	11/15/2022		89.53CR	100800	
	I-375371	NORTHEAST AUTO PARTS INC	R	11/15/2022		52.14CR	100800	
	I-375422	NORTHEAST AUTO PARTS INC	R	11/15/2022		21.72CR	100800	
	I-375535	NORTHEAST AUTO PARTS INC	R	11/15/2022		9.49CR	100800	
	I-375539	NORTHEAST AUTO PARTS INC	R	11/15/2022		19.47CR	100800	
	I-375543	NORTHEAST AUTO PARTS INC	R	11/15/2022		27.59CR	100800	
	I-375750	NORTHEAST AUTO PARTS INC	R	11/15/2022		33.24CR	100800	
	I-375866	NORTHEAST AUTO PARTS INC	R	11/15/2022		44.03CR	100800	
	I-375923	NORTHEAST AUTO PARTS INC	R	11/15/2022		17.75CR	100800	
	I-375950	NORTHEAST AUTO PARTS INC	R	11/15/2022		36.81CR	100800	
	I-375954	NORTHEAST AUTO PARTS INC	R	11/15/2022		3.69CR	100800	
	I-376048	NORTHEAST AUTO PARTS INC	R	11/15/2022		89.96CR	100800	
	I-376190	NORTHEAST AUTO PARTS INC	R	11/15/2022		10.64CR	100800	
	I-376208	NORTHEAST AUTO PARTS INC	R	11/15/2022		534.30CR	100800	
	I-376209	NORTHEAST AUTO PARTS INC	R	11/15/2022		79.76CR	100800	
	I-376247	NORTHEAST AUTO PARTS INC	R	11/15/2022		414.98CR	100800	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	11/15/2022			100801	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-CS36289	NORTHEAST WI TECH COLLEGE	R	11/15/2022		1,000.00CR	100802	1,000.00
3250	NORTHERN LAKE SERVICE							
	I-428188	NORTHERN LAKE SERVICE	R	11/15/2022		100.00CR	100803	100.00
4245	NOVER ENGELSTEIN & ASSOC, INC.							
	I-M2023	NOVER ENGELSTEIN & ASSOC, INC.	R	11/15/2022		630.00CR	100804	630.00
5222	P J KORTENS & CO INC							
	I-10023949	P J KORTENS & CO INC	R	11/15/2022		1,125.00CR	100805	
	I-10023965	P J KORTENS & CO INC	R	11/15/2022		486.00CR	100805	1,611.00
0197	PACKER CITY INTL TRUCKS INC							
	I-X101167150:01	PACKER CITY INTL TRUCKS INC	R	11/15/2022		50.34CR	100806	50.34
1331	PACKER FASTENER & SUPPLY INC							
	I-746221	PACKER FASTENER & SUPPLY INC	R	11/15/2022		115.09CR	100807	
	I-747098	PACKER FASTENER & SUPPLY INC	R	11/15/2022		195.31CR	100807	310.40
0208	POMP'S TIRE SERVICE INC							
	I-90080817	POMP'S TIRE SERVICE INC	R	11/15/2022		882.51CR	100808	
	I-90080899	POMP'S TIRE SERVICE INC	R	11/15/2022		81.15CR	100808	
	I-90081062	POMP'S TIRE SERVICE INC	R	11/15/2022		36.80CR	100808	1,000.46
8886	ALMA PONCE							
	I-202211093552	ALMA PONCE	R	11/15/2022		130.00CR	100809	130.00
1246	PREVEA HEALTH							
	I-1403896	PREVEA HEALTH	R	11/15/2022		305.25CR	100810	305.25
0395	PRO ONE JANITORIAL INC							
	I-190504	PRO ONE JANITORIAL INC	R	11/15/2022		1,280.00CR	100811	1,280.00
8781	PROFESSIONAL MGMT COACHING INC							
	I-1374	PROFESSIONAL MGMT COACHING INC	R	11/15/2022		2,500.00CR	100812	2,500.00
6948	RAY'S TIRE							
	I-1026806	RAY'S TIRE	R	11/15/2022		2,182.00CR	100813	2,182.00

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8157	RUEKERT & MIELKE							
	I-143657	RUEKERT & MIELKE	R	11/15/2022		41,194.00CR	100814	41,194.00
8887	TIFFANY SEAMAN BANI							
	I-202211093553	TIFFANY SEAMAN BANI	R	11/15/2022		95.00CR	100815	95.00
7951	SECURITY-LUEBKE ROOFING INC							
	I-C-701995-1	SECURITY-LUEBKE ROOFING INC	R	11/15/2022		821.93CR	100816	821.93
3458	SEROOGY'S CHOCOLATES							
	I-ORF0000002671	SEROOGY'S CHOCOLATES	R	11/15/2022		288.00CR	100817	288.00
3234	SHERWIN WILLIAMS							
	I-9919-3	SHERWIN WILLIAMS	R	11/15/2022		132.99CR	100818	132.99
1446	SNAP ON INDUSTRIAL							
	I-ARV/54867373	SNAP ON INDUSTRIAL	R	11/15/2022		36.42CR	100819	36.42
1327	JENNIFER L TOBISON							
	I-202211093554	JENNIFER L TOBISON	R	11/15/2022		52.84CR	100820	52.84
6328	LEE TOWNSEND							
	I-202211093555	LEE TOWNSEND	R	11/15/2022		529.00CR	100821	529.00
0415	TRI CITY GLASS INC							
	I-22-17 (1)	TRI CITY GLASS INC	R	11/15/2022		17,100.00CR	100822	17,100.00
3401	TRIPLE P INC							
	I-22-04 (3)	TRIPLE P INC	R	11/15/2022		184,153.65CR	100823	184,153.65
0268	TRUCK EQUIPMENT INC							
	I-1012039-00	TRUCK EQUIPMENT INC	R	11/15/2022		191.62CR	100824	
	I-1017137-00	TRUCK EQUIPMENT INC	R	11/15/2022		184.00CR	100824	375.62
7830	TUNDRA APPAREL AND PROMOTIONS							
	I-7533	TUNDRA APPAREL AND PROMOTIONS	R	11/15/2022		119.83CR	100825	119.83
7015	US BANK EQUIPMENT FINANCE							
	I-485661375	US BANK EQUIPMENT FINANCE	R	11/15/2022		306.38CR	100826	306.38
0277	VAN'S FIRE & SAFETY INC							
	I-4164941	VAN'S FIRE & SAFETY INC	R	11/15/2022		576.00CR	100827	
	I-4165309	VAN'S FIRE & SAFETY INC	R	11/15/2022		118.20CR	100827	694.20

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7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-11513	VANDEN PLAS PORTABLE SOLUTIONS	R	11/15/2022		100.77CR	100828	100.77
8889	ANNIE VANG							
	I-202211093556	ANNIE VANG	R	11/15/2022		260.00CR	100829	260.00
3707	VIKING ELECTRIC SUPPLY							
	I-S006344806.001	VIKING ELECTRIC SUPPLY	R	11/15/2022		329.00CR	100830	329.00
5892	VONBRIESEN & ROPER SC							
	I-407229	VONBRIESEN & ROPER SC	R	11/15/2022		1,008.00CR	100831	
	I-407230	VONBRIESEN & ROPER SC	R	11/15/2022		567.00CR	100831	1,575.00
8890	WALKER CONSULTANTS							
	I-210050490001	WALKER CONSULTANTS	R	11/15/2022		3,000.00CR	100832	
	I-210050491001	WALKER CONSULTANTS	R	11/15/2022		5,384.09CR	100832	8,384.09
0294	WI DEPT OF TRANSPORTATION BBS							
	I-395-0000276033	WI DEPT OF TRANSPORTATION BBS	R	11/15/2022		558.45CR	100833	
	I-395-0000276037	WI DEPT OF TRANSPORTATION BBS	R	11/15/2022		4,406.57CR	100833	
	I-395-0000276076	WI DEPT OF TRANSPORTATION BBS	R	11/15/2022		2,248.79CR	100833	7,213.81
7710	WI HUMANE SOCIETY							
	I-2388	WI HUMANE SOCIETY	R	11/15/2022		2,699.00CR	100834	2,699.00
5109	WILD BLUE TECHNOLOGIES							
	I-28209-01	WILD BLUE TECHNOLOGIES	R	11/15/2022		10,050.00CR	100835	10,050.00
6860	WITMER PUBLIC SAFETY GROUP							
	I-INV120071	WITMER PUBLIC SAFETY GROUP	R	11/15/2022		1,055.43CR	100836	1,055.43
1837	STEVEN YEDICA							
	I-202211093557	STEVEN YEDICA	R	11/15/2022		55.38CR	100837	55.38
6656	ZENITH TECH INC.							
	I-22-06 (2) FINAL	ZENITH TECH INC.	R	11/15/2022		204,820.75CR	100838	204,820.75
5978	ANDREW ZIETLOW							
	I-202211093558	ANDREW ZIETLOW	R	11/15/2022		146.95CR	100839	146.95
8457	ZOHO CORP							
	I-68542459	ZOHO CORP	R	11/15/2022		4,888.80CR	100840	4,888.80

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* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	115	0.00	1,222,001.14	1,222,001.14
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:	116	0.00	1,222,001.14	1,222,001.14

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	11/2022	165,799.38CR
201	11/2022	21,488.44CR
208	11/2022	12.75CR
405	11/2022	919,498.03CR
415	11/2022	52,286.49CR
601	11/2022	26,906.28CR
650	11/2022	36,009.77CR
ALL		1,222,001.14CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 15, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**