



Common Council

Regular Meeting

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

Agenda

Tuesday, October 15, 2019

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **October 15, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the October 1, 2019 Common Council meeting.
4. Public Hearing on a request to rezone the following properties by removing the Planned Development District overlay therefrom: Parcel WD-D0036 (2100 BLK Innovation Court) and Parcel WD-D0035-1-1 (2100 BLK Innovation Court).
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #19-20 Rezoning Certain Property from C-EO PDD Corporate-Executive Office District with Planned Development District Overlay to C-EO Corporate-Executive Office District (Parcels WD-D0035-1-1 and WD-D0036).
5. Public comment upon matters not on the agenda and other announcements.
6. Recommendation from Finance/Personnel Committee to approve Recommended Changes to 2020 Seasonal Wage Schedule
7. Recommendation from Finance/Personnel Committee to approve 2020 Benefit Renewal and Plan Design Changes
8. Recommendation from Board of Public Works to deny request from Ald. Hansen Requiring Sod Instead of Seed for All Restoration in Street Right of Way or Easements
9. Recommendation from Board of Public Works to approve request from Ald. Hansen to donate and install Flags in Street Right of Way on Webster Avenue
10. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License for the De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons Hockey), 1450 Ft. Howard Ave. Submitted by the De Pere Deacons Hockey Team, Inc., Agent: David Lepp De Pere, WI.
11. Ordinance #19-21 Amending Chapter 82 De Pere Municipal Code Regarding Solid Waste/Curbside Recyclable Collection.

12. Ordinance #19-22 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
13. Resolution #19-113 Authorizing Agreement for Contractor Services Between the City of De Pere and Kent Hutchinson (Nicolet Square Infinity Planters).
14. Resolution #19-114 Authorizing Agreement for Consulting Services Between the City of De Pere and JT Engineering, Inc. (Main Avenue and Eighth Street Traffic Signal Upgrades).
15. Resolution #19-115 Authorizing Agreement for Consulting Services Between the City of De Pere and Ruekert & Mielke, Inc. (2019 Inflow and Infiltration Study and Clear Water Mitigation Plan).
16. Resolution #19-116 Authorizing Funding for Southern Bridge Corridor [Tier I Environmental Impact Study (EIS) and Draft Interstate Access Justification Report (IAJR)].
17. Resolution #19-117 Accepting Brown County Crime Prevention Funding Board Grant.
18. Operator license applications.
19. Voucher approval.
20. Future agenda items.
21. Discussion and Possible Action on Participation in Opioid Litigation.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

22. Adjournment.

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Mau & Associates
Southbridge Properties LLC
Town of Lawrence
Innovation Properties One LLC
BBKP LLC
David Lepp, De Pere Deacons Hockey



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the October 1, 2019 Common Council meeting.

ATTACHMENTS:

- 10-1-19 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, October 1, 2019

7:30 PM

De Pere City Hall Council Chambers

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

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

2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the September 17, 2019 Common Council meeting.

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

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

None.

5. Presentation Regarding Sister City.

Kim Thompson with the Sister City Committee provided an overview of the partnership between De Pere and Amal, Sweden as part of the Sister Cities International organization. She stated that the goal of the group is to connect communities and citizens through a focus on youth programs, economic development/tourism, and cultural exchange. Kim described the many activities that have resulted from the partnership, such as a high school student exchange program, delegation visits between the cities, an elementary school pen pal program, and visiting teacher opportunities. They have also promoted culture and art, citing the recent mural painted by artists from Amal. Future ideas that the group has discussed include organizing a tour to Sweden, further artists exchange, organizing a summer solstice celebration like the one in Amal, and additional educational opportunities. Mayor Walsh thanked Ms. Thompson and the entire Sister City Committee for their hard work.

6. Recommendation from the Board of Park Commissioners to Accept \$250 Donation from the Pink Flamingos for the De Pere Community Center Flooring Project.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

7. Recommendation from the Board of Park Commissioners to Approve Reallocating \$5,000 from the Southwest Paving Project to Riverwalk Maintenance.

Alderperson Hansen requested details on the maintenance projects that are being performed at the Riverwalk. Parks, Recreation and Forestry Director Marty Kosobucki said various items need replacement, and the bridge needs to be readjusted. He reported that the Parks Board will discuss the remaining \$11,000 from the Southwest Paving Project at its October meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

8. Recommendation from the Business Improvement District Board regarding De Pere Business Improvement District 2020 Operating Plan.

Development Services Director Kim Flom answered questions about the zoning code rewrite and the façade grant program, and their interaction with the BID operating plan. Discussion followed about snow removal on downtown sidewalks and the powers of the BID as outlined by the state and in the bylaws. Alderperson Jennings pointed out that the two buildings destroyed in the S. Broadway fire are still listed on the BID assessment, and asked what the process would be if that owner would want to request a BID refund. The property owner can contact the City Attorney for more information. Discussion followed regarding the assessment method and the potential for a rate increase next year, as well as the policy for property owners who have more than one building.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

9. Recommendation from the License Committee for a temporary premises description change submitted by C&C Pub and Grill.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson, Raasch

10. Resolution #19-110 Authorizing Intergovernmental Cooperation Agreement Between the Town of Lawrence and the City of De Pere Regarding Non-resident Fees Imposed for Participation in the De Pere Rapides Youth Soccer Program.

Alderperson Raasch pointed out that De Pere Rapides Youth Soccer is not technically part of the Recreation department, but the City is collecting fees on their behalf. He stated that while he fully supports their program, he thinks that this could be handled differently.

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

11. Resolution #19-111 Authorizing Farm Lease (67 acres along American Boulevard).

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

12. Resolution #19-112 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and American Boulevard Properties LLC (American Boulevard - Parcel WD-1137-2).

Alderperson Hansen asked if the conditions required by Plan Commission are included in the approval of this resolution. City Attorney Judy Schmidt-Lehman confirmed that the conditions were incorporated into the agreement.

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

13. Operator license applications.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve New Operator Applications #1-3 and 5. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to table New Operator Applications #4 and 6. Upon vote, motion carried unanimously.

14. Voucher approval.

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

15. Future agenda items.

None.

16. Update on Project 16-04B and Possible Action on that Contract Under the City's Standard Specifications

Alderperson Nelson moved, seconded by Alderperson Carpenter to close the meeting at 8:16 PM. Upon roll call vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Carpenter to open the meeting at 8:28 PM. Upon roll call vote, motion carried unanimously.

17. Adjournment.

Alderperson Nelson moved, seconded by Alderperson Carpenter to adjourn the meeting at 8:28 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: Plan Commission

FROM: Peter Schlein

SUBJECT: C. Ordinance #19-20 Rezoning Certain Property from C-EO PDD Corporate-Executive Office District with Planned Development District Overlay to C-EO Corporate-Executive Office District (Parcels WD-D0035-1-1 and WD-D0036).

On September 23, 2019 the Plan Commission unanimously recommended approval of the request to remove a Planned Development District overlay with a vote of 6-0.

ATTACHMENTS:

- Ord19-20 (DOCX)
- Public Hearing Notice FINAL - Innovation Court (DOCX)
- 09-23-19 Plan Commission Report - General Plan & PDD - Office Site (DOCX)
- GENERAL DEVELOPMENT - APPLICATION, NARRATIVE, SUBMITTAL - 10 Sep 2019 (PDF)

ORDINANCE #19-20
 REZONING CERTAIN PROPERTY FROM C-EO PDD CORPORATE-EXECUTIVE OFFICE
 DISTRICT WITH A PLANNED DEVELOPMENT DISTRICT OVERLAY TO C-EO
 CORPORATE-EXECUTIVE OFFICE DISTRICT
 (Parcels WD-D0035-1-1 and WD-D0036)

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 October, 2019 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:

Parcel WD-D0035-1-1

Outlot One (1), Vol. 52 Certified Survey Maps, Page 327, Map No. 7671, Document No. 2318068, Brown County Records; being located in part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, being in Section 31, T23N-R20E, City of De Pere, Brown County, Wisconsin.

Parcel WD-D0036

Lot Three, Vol. 57 Certified Survey Maps, Page 255, Map No. 8236, Document No. 2584032, Brown County Records; being part of Government Lots 1 and 2, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, being in Section 31, T23N-R20E, City of De Pere, Brown County, Wisconsin.

shall be and the same are hereby rezoned from the present zoning classification of C-EO PDD, Corporate-Executive Office District with Planned Development District overlay, to C-EO,

Ordinance #19-20

Page 2 of 2

Corporate Executive Office District, as set forth in and regulated by the provisions of §14-50 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

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

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

Section 4. That 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 October, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 9/23/19

Publication Date: _____

Effective Date: _____

Attachment: Ord19-20 (8792 : Ordinance #19-20 Rezoning Certain Property (Parcels WD-D0035-1-1 and WD-D0036).)

Publish: September 30, 2019 and October 7, 2019 in Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, October 15, 2019** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, 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 properties by removing the Planned Development District overly therefrom:

Parcel WD-D0036 (2100 BLK Innovation Court) located at the Innovation Court and Southbridge Road intersection, from C-EO-1 PDD (Corporate-Executive Office District with a Planned Development District overlay) to C-EO-1 (Corporate-Executive Office District); and

Parcel WD-D0035-1-1 (2100 BLK Innovation Court) located ~2,000' north from the Innovation Court and Southbridge Road intersection, from C-EO-1 PDD (Corporate-Executive Office District with a Planned Development District overlay) to C-EO-1 (Corporate-Executive Office District).

A map of the proposed area to be rezoned is available at the City of De Pere Development Services Department, 335 S. Broadway St., De Pere, WI 54115.

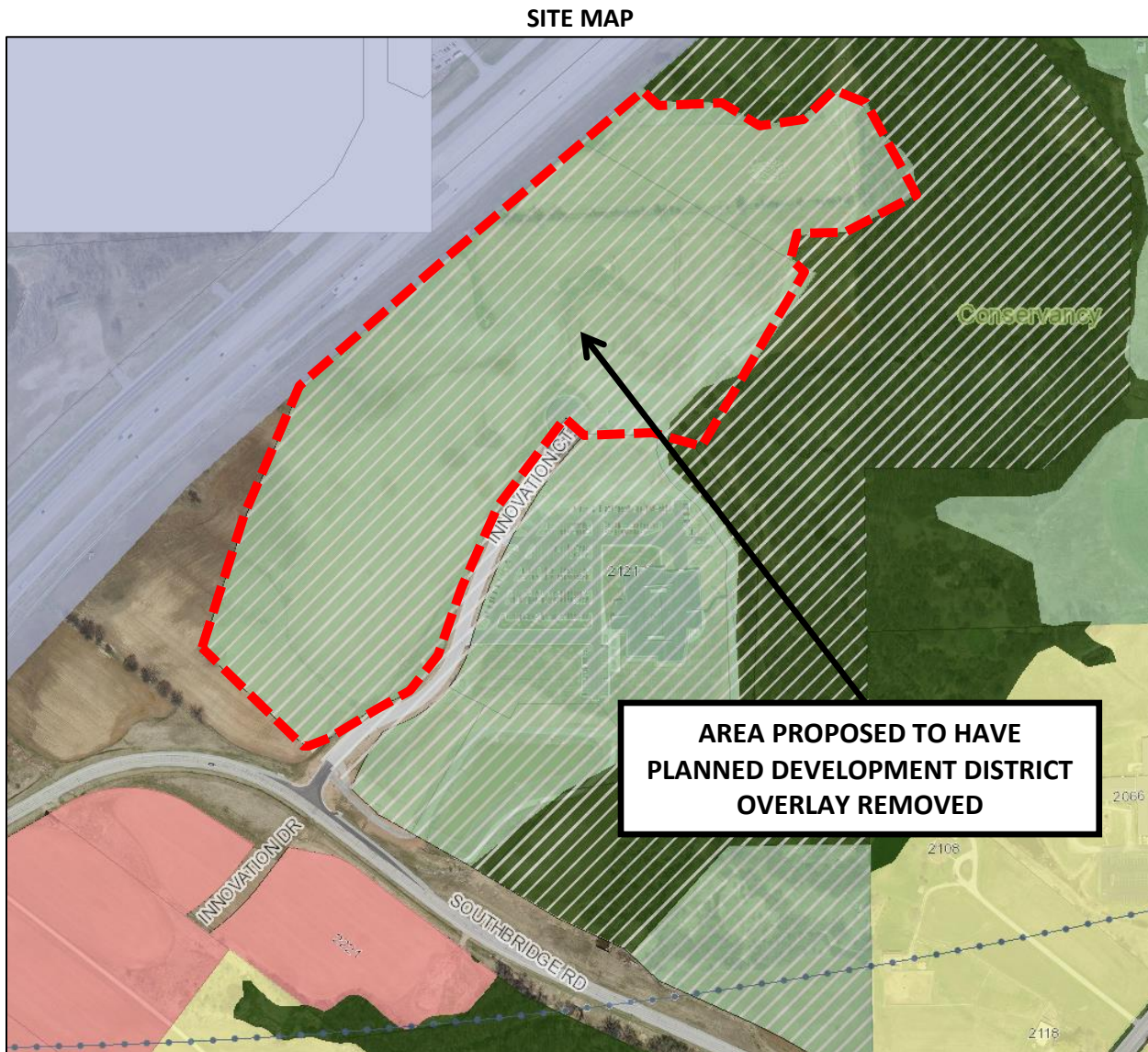
Dated this 30th day of September, 2019.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Carey E. Danen
City Clerk

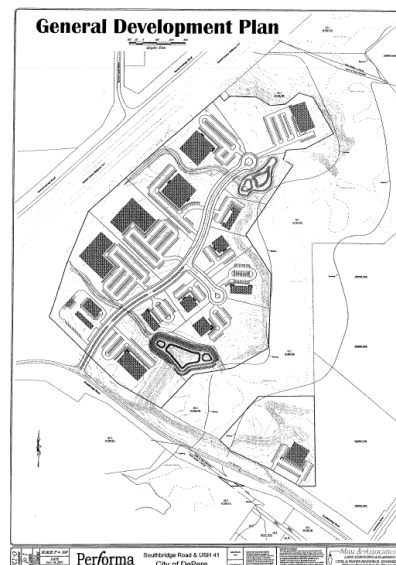
- ITEM 3:** Staff recommendation and possible action regarding the removal of part of an expired Planned Development (PDD) overlay that is related to a PDD General Development Plan application for a new office building at 2100 BLK Innovation Court (Parcels WD-D0036 & WD-D0035-1-1). *



- REQUESTED ACTION:** The petitioner originally requested a General Development Plan update review due to former plan expiring in 2008.
- However, staff determined that the General Development Plan referenced design details that did not require a revised Planned Development District overlay. Combined with the fact that a new zoning code is underway, it is more efficient to remove the PDD overlay so the proposed project can be reviewed by Plan Commission as a site plan.
- COMMON DESCRIPTION:** 2100 BLK Innovation Court, located northwest from the Innovation Court and Southbridge Road/French Road intersection.

PARCEL NUMBERS:	WD-D0036 – South Bridge Properties LLC, Owner WD-D0035-1-1 – City of De Pere, Owner	
EXISTING ZONING:	C-EO (Corporate-Executive Office District) with a Planned Development District overlay.	
PROPOSED ZONING:	C-EO (Corporate-Executive Office District)	
SURROUNDING LAND USES:	North – Conservancy/natural area (CEO) South – Vacant Business Park Property (CEO) East – Conservancy/natural area (CEO) and corporate office (CEO). West – I-41 freeway and Town of Lawrence with agricultural and commercial.	
COMPREHENSIVE PLAN:	Business Park	
APPLICANT / OWNER:	Mau & Associates LLP Steven M. Bieda, PLS 400 Security Boulevard, Suite 1 Green Bay, WI 54313	Parcel WD-D0036 Owner: South Bridge Properties LLC 111 N. Washington Street #400 Green Bay, WI 54301-4256 Parcel WD-D0035-1-1 Owner: City of De Pere 335 S. Broadway Street De Pere, WI 54115
SITE HISTORY:	The site has been used for agricultural purposes since at least 1938. In 2007 a General Development Plan was approved for the area on both sides of Innovation Court, which included building footprints for multiple potential future office buildings. One office (Foth built in the early 2010's) was the only developed site near the area.	

Expired General Development Plan from 2007



In 2008, the General Development Plan for the property expired because a Precise Implementation Plan was not submitted within one year of the General Development Plan approval.

In 2019, the petitioner submitted a new General Development Plan application to replace and update the expired documents, in order to pursue the appropriate zoning approvals for a future large office user.

This staff report and requested action does not review the development proposal in detail but rather removes the zoning overlay designation in order to provide the most efficient and logical review process for the proposed project moving forward.

PROJECT SUMMARY:

The applicant proposes a four-story office building (72' height) with 928 parking stalls with space for parking expansion. Proposed building materials include cast stone, aluminum composite metal, and curtainwall/window wall glazing (glass). The office could house 600-1,300 employees.

Proposed Development 2019



STAFF REVIEW:

When staff reviewed the application the following was determined:

- The concept 72 foot building height requires Plan Commission approval.
- The use of aluminum composite metal panel may not be directly permitted without special approval.
- The length of ~15 parking rows may be too long.

All three of the above bullets are the only items that trigger the need for an update to a Planned Development District. However, all of the items can be resolved by eliminating part of the Planned Development District and doing the following:

- The ~72 foot building height can be considered by Plan Commission with or WITHOUT a Planned Development District via site plan review.
- The petitioner stated that the concept building materials can be changed if Plan Commission deems the materials not approvable.
- The proposed parking row length is allowed as shown without a Planned Development District.

Additionally, the new zoning code will include much more detailed regulations of site development in an effort to eliminate the need for Planned Development District Overlays. Thus, staff proposes that the Plan Commission recommend the removal of the Planned Development District overlay and encourage that the proposed building be submitted as a typical site plan for review. The petitioner is aware, and agrees with, the staff recommendation.

REVIEW PROCESS:

The removal of a Planned Development District overlay is similar to a rezoning project, which includes a Plan Commission recommendation, Class II public hearing, and a final decision by Common Council. The public hearing and Common Council decision are expected to occur on October 15, 2019.

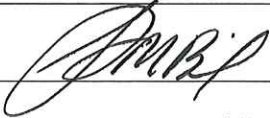
*De Pere property owners within 300' of the site, and the Town of Lawrence, have been notified of the proposal.

STAFF RECOMMENDATION:

Staff recommends approval of the removal of a Planned Development District Overlay at 2100 BLK Innovation Court, in order to allow for a future proposed office development of an office building. There are no conditions of approval.

	CITY OF DE PERE APPLICATION FOR REZONING <i>General Development Plan</i>	CITY OF DE PERE RECEIVED SEP 10 2019 PLANNING DEPT.	Fee: \$ 305.00
		Receipt #: 146047	
		Date: 9-10-19	

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) Mau and Associates		Authorized Representative Steve Bieda	
Title Managing Partner / PLS			
Mailing Address 400 Security Blvd Ste 1		City Green Bay	State WI
ZIP Code 54313			
Email Address sbieda@mau-associates.com		Phone Number (incl. area code) 920.434.9670	Fax Number (incl. area code) -
SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)			
Name (Ind. Org. or Entity) South Bridge Properties		Contact Person Jeffery Weyers	
Title Manager			
Mailing Address 111 N Washington St #400		City Green Bay	State WI
ZIP Code 54301			
Email Address pklistner@commercialhorizons.com		Phone Number (incl. area code) 920.830.9646	Fax Number (incl. area code) -
SECTION 3: Project or Site Location			
Project Address/Description Part of Lot 3 57CSM255 west side Southbridge and Outlot 1 52CSM327 along Hwy 41		Parcel Number(s): WD-D0036, WD-D0035-1-1	
SECTION 4: Proposed Rezoning Use			
Existing Zoning: PDD C-EO-1 (Expired)			
Proposed Zoning: PDD C-EO-1 (Updated)			
Adjacent Zoning: North Conservancy	Adjacent Zoning: South PDD C-EO-1(Expired)	Adjacent Zoning: West Hwy 41, Town of Lawrence	Adjacent Zoning: East PDD C-EO-1 (Foth Campus)
Present Use of Parcel Agricultural.			
Proposed Use of Parcel Multi-tenant office building campus			
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) Steve Bieda (Authorized Representative)		Title Managing Partner / PLS	Phone Number 920.434.9670
Signature of Applicant 		Date Signed 9-9-19	

Attached additional sheets if necessary.

Commercial Horizons C-EO PDD Update

General Development Plan



Southbridge Road
South Bridge Properties LLC
September 9, 2019



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Mau & Associates, LLP.

Land Surveying & Planning - Civil & Water Resource Engineering

400 Security Boulevard Ste. 1, Green Bay, WI 54313

Phone (920) 434-9670

Website: www.mau-associates.com

Kim Flom

Development Services Director, City of De Pere

335 S Broadway

De Pere, WI 54115

September 9, 2019

Intent: Planned Development District Rezone GDP Submission

RE: Parcels WD-D0036, WD-D0035-1-1

Commercial Horizons Multi-Tenant Office Campus

Mau and Associates, on behalf of South Bridge Properties LLC, submits an application for rezone for two parcels along Southbridge Road for the purposes of creating a multi-tenant office campus. Currently, the property is zoned PD- C-EO, but the PDD has expired. South Bridge Properties seeks to create an updated C-EO-1 PDD and is submitting a General Development Plan for approval.

South Bridge Properties currently owns a 29.2 acre property (Parcel WD-D0036). In the existing option to purchase with the City of De Pere, South Bridge Properties intends to acquire ± 4 acres of the adjacent 5.78 acre outlot north (Parcel WD-D0035-1-1). The combined parcels will create a lot to feature a 4 story, 185,409 square foot multi-tenant office building along Highway 41.

The southern portion of WD-D0036 (11.59 acres) is not included in this request. Property owner intends to split parcel to allow ample acreage for future development at Southbridge and Innovation. Final lot sizes to be determined.

Additionally, property owner intends to allow City of De Pere to take ownership of common open spaces along existing trail and future pond in a land swap of city and privately held parcels pursuant to the existing option to purchase agreement between City and property owner. This includes the existing trail running along the eastern edge of the development, the existing surface lot to service the existing trail and the future storm water pond. Property owners have had preliminary discussions with City staff regarding ownership of properties in common open space areas.

Sincerely

Steve Bieda, PLS

GDP Narrative

The submitted Commercial Horizons multi-tenant office campus PD proposal strives to meet and exceed the general considerations for development.

Adequacy of Design:

Design standards have been considered in alignment with City of De Pere standards.

Consideration of comprehensive plan:

Future land use of the comprehensive plan classifies parcel as business park. Existing, expired PD calls for C-EO use.

Consideration of existing adjacent development:

Location along Innovation Court is designed with intent to compliment adjacent Highway 41 and Foth Headquarters across the street. CSM and PD call for office building use. Development fits the character of the office campus environment existing along Highway 41.

Unsafe or hazardous conditions:

Recorded CSM notes edge of slope along northeast corner of parcel. Trail has been built connecting American Blvd, Lawrence Drive, and Southbridge Drive through The Preserve along the top of slope. Development to commence west of the slope.

Project Details-Location of Structures

Specific lot size: Lots 2 and 6 of Land Swap Proposal. Total size contains 23.29 acres

Building: Single owner, multi-tenant office building.

Location: Front of building offset approximately 350 from right of way of Hwy 41. Parking in front and sides. Storm water pond located between building and trail system

Height: 4 stories. 72 feet to the top of mechanical screening unit

Floor area:	First Floor	44,757 sf
	Second Floor	46,884 sf
	Third Floor	46,884 sf
	Fourth Floor	46,884 sf

Building materials: Cast stone
Aluminum composite metal panel
Curtainwall glazing system framing
Window wall glazing systems

Rendering elevations attached. Colors subject to change.

Projected typical daily operations:

Typical work hours: 7am-6pm, weekdays

Employees: 600-1300

Single property owner to maintain and organize efforts for site upkeep such as routine landscaping maintenance, refuse removal and snow removal

Accommodation of pedestrian traffic

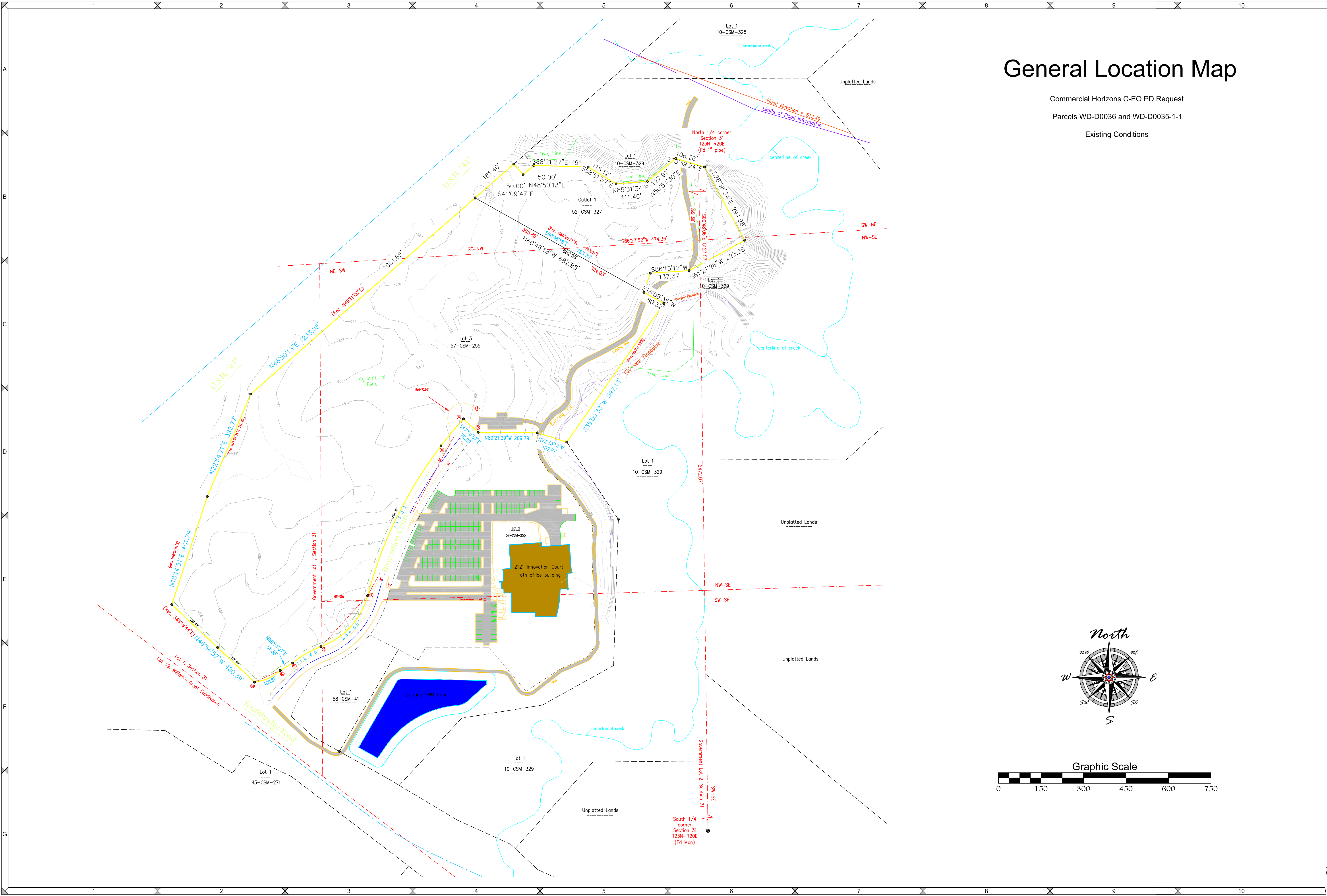
Applicability: Existing paved trail meanders throughout eastside of property linking with city owned land. Request land swap of recreation facilities to city in exchange for city owned outlot north of South Bridge Properties parcel.

Design Considerations: Surface lot includes two, island lined pedestrian pathways to provide functional, dedicated pedestrian access through lot.

Parking and loading

Required parking: In consideration of code, one parking stall is needed for every 200 square foot of office space. Minimum requirements result in a need for 928 stalls. Land in Lot 2 and 6 net 1,100 stalls. Land in lot nets an additional 152 stalls for potential future development within Lot 1.

Landscaping of parking areas: Parking areas have been arranged to allow for adequate movement of people and cars. Most parking is interrupted 15 stalls or less. Plentiful landscape islands designed to break up the surface lot, add green space, and allow for pedestrian thoroughfares are aligned throughout the surface lots.



General Location Map

Commercial Horizons C-EO PD Request
Parcels WD-D0036 and WD-D0035-1-1
Existing Conditions

SCALE
1"=150'

DRAWN BY
JEL

General Location Map Topo Map

TAX PARCEL NO. WD-D0036, WD-D0035-1-1

Fieldwork Completed: 9.5.19
Data File: P-21205

Mau & Associates, LLP

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

S Bridge Properties LLC
Commercial Horizons

PROJECT NO.
P-10119

SHEET NO.
1 of 1

DRAWING NO.
S-3160

File: P-21205Site Plan 090419.dwg



Conceptual Site Plan



SCALE
1"=120'

DRAWN BY
JEL

TAX PARCEL NO. WD-D0036, WD-D0035-1-1

PDD Boundary

Fieldwork Completed: xx/xx/xx

Date File: P-20205

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Comm. Horizons

PROJECT NO.
P-10119

SHEET NO.

1 of 2

DRAWING NO.
P-2410

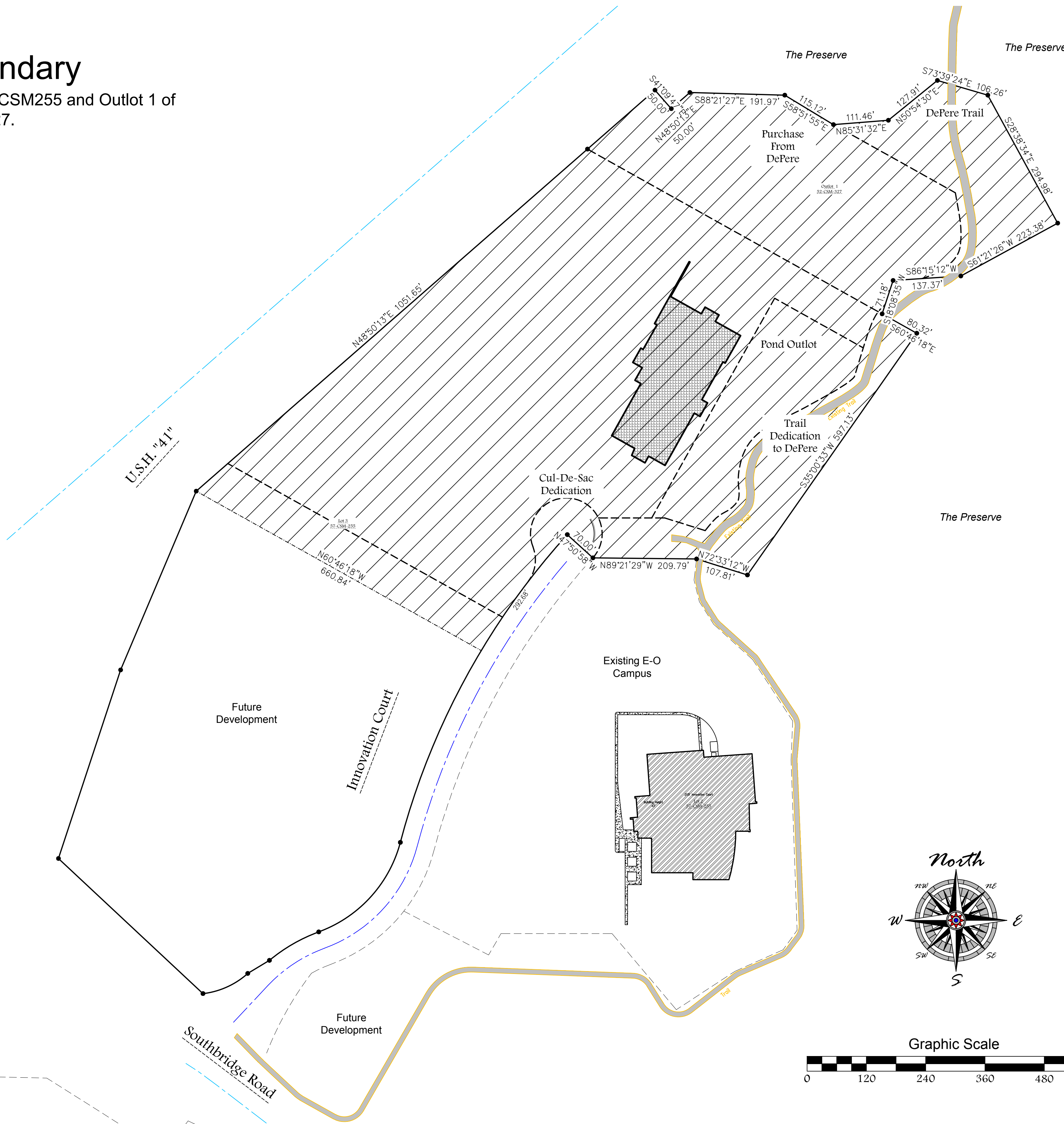


PDD Boundary

North 17.51 acres of Lot 3 of 57CSM255 and Outlot 1 of 52CSM327.

Legend

- Point of record
- PDD boundary
- Proposed land swaps, purchases, and dedications



DRAWN BY
JFI

TAX PARCEL NO. WD-D0036, WD-D0035-1-1

Land Swap

Data File: P-20205
Fieldwork Completed: xx/xx/xx

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mall-associates.com

4400 Security Blvd Ste 1, Green Bay, WI 54313-9712

File: P-21205Area Calculations 090519.dwg

Comm. Horizons

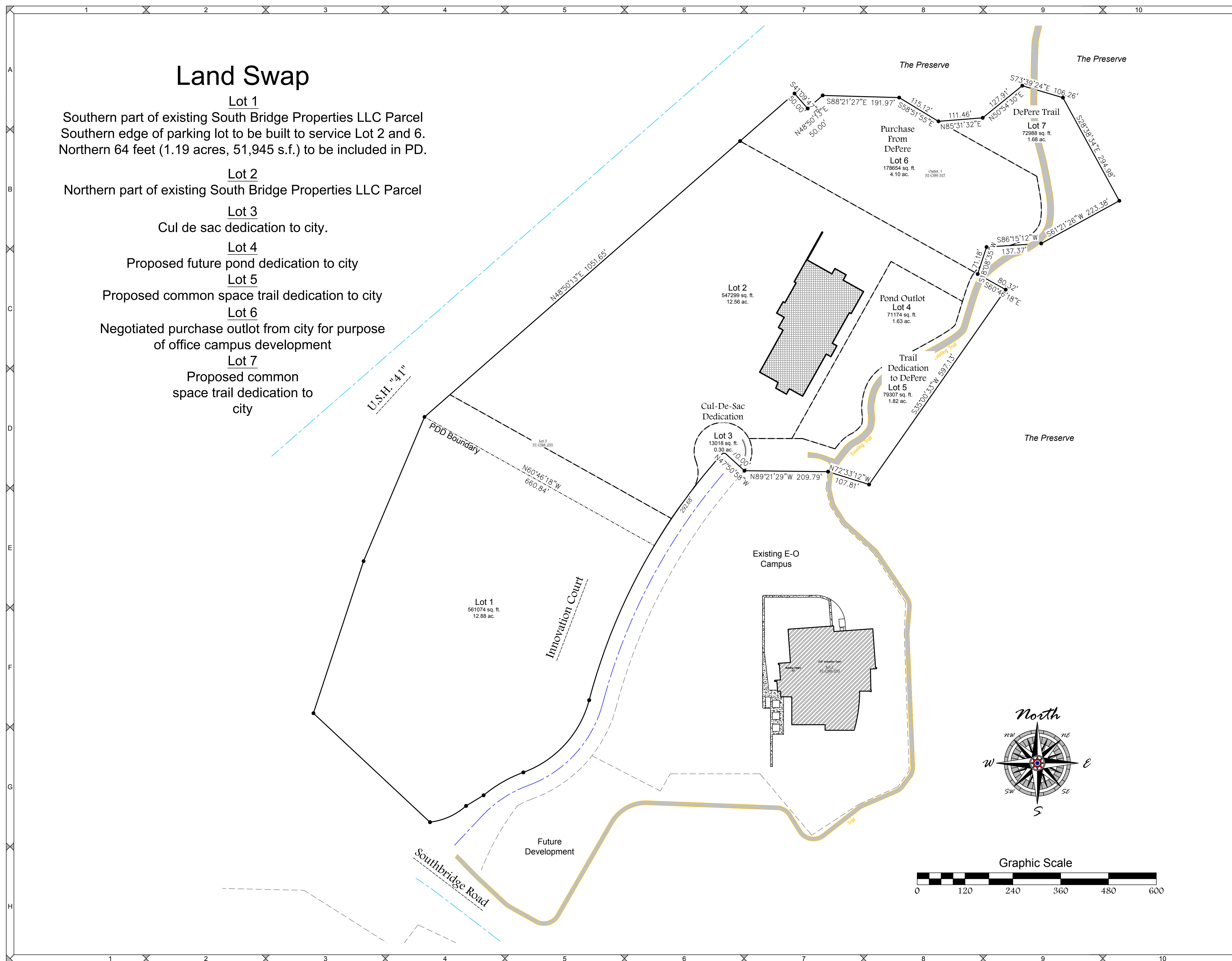
PROJECT NO.
P-10119

SHEET NO.

2 of 2

DRAWING NO.
P-2410

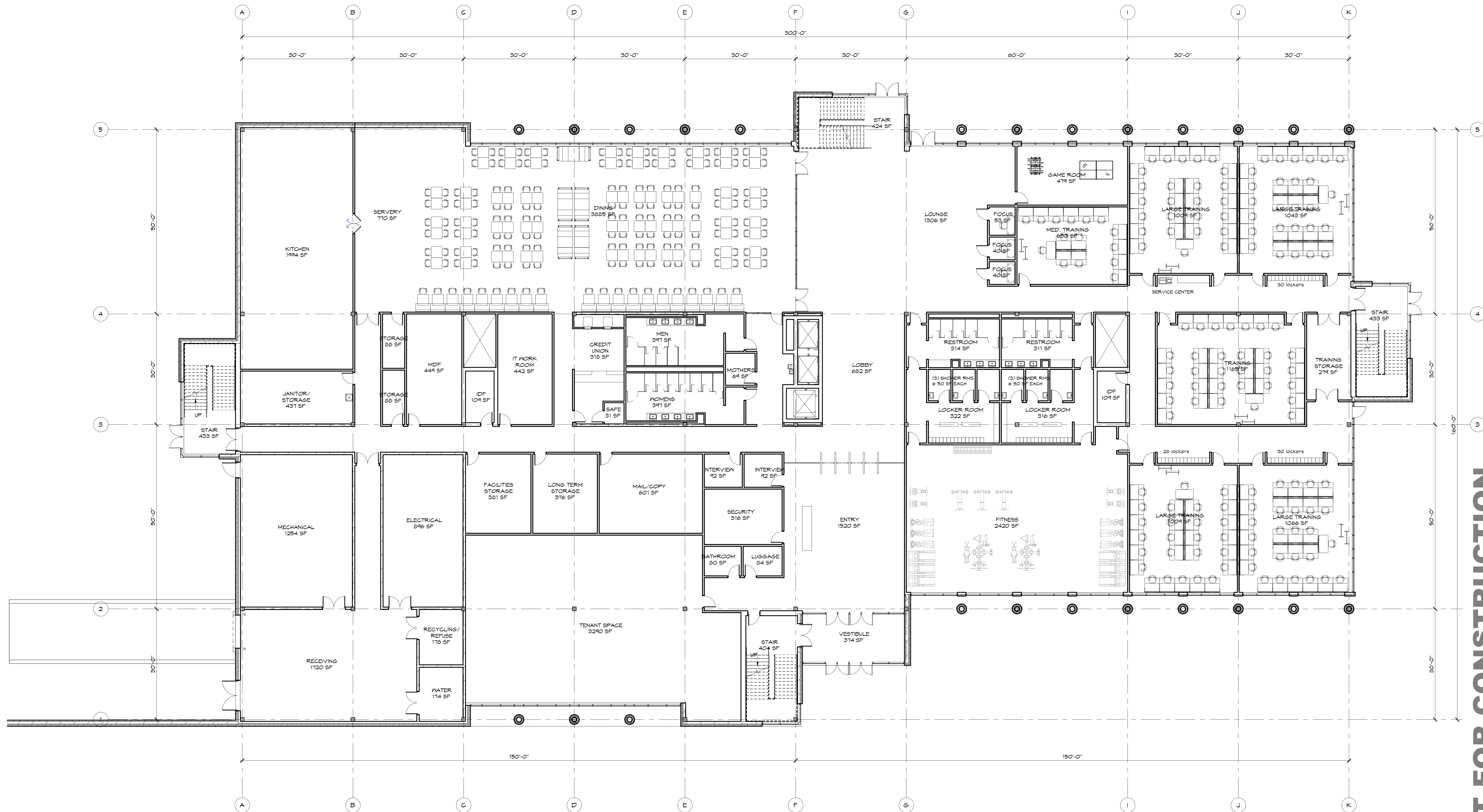
Packet Pg. 25



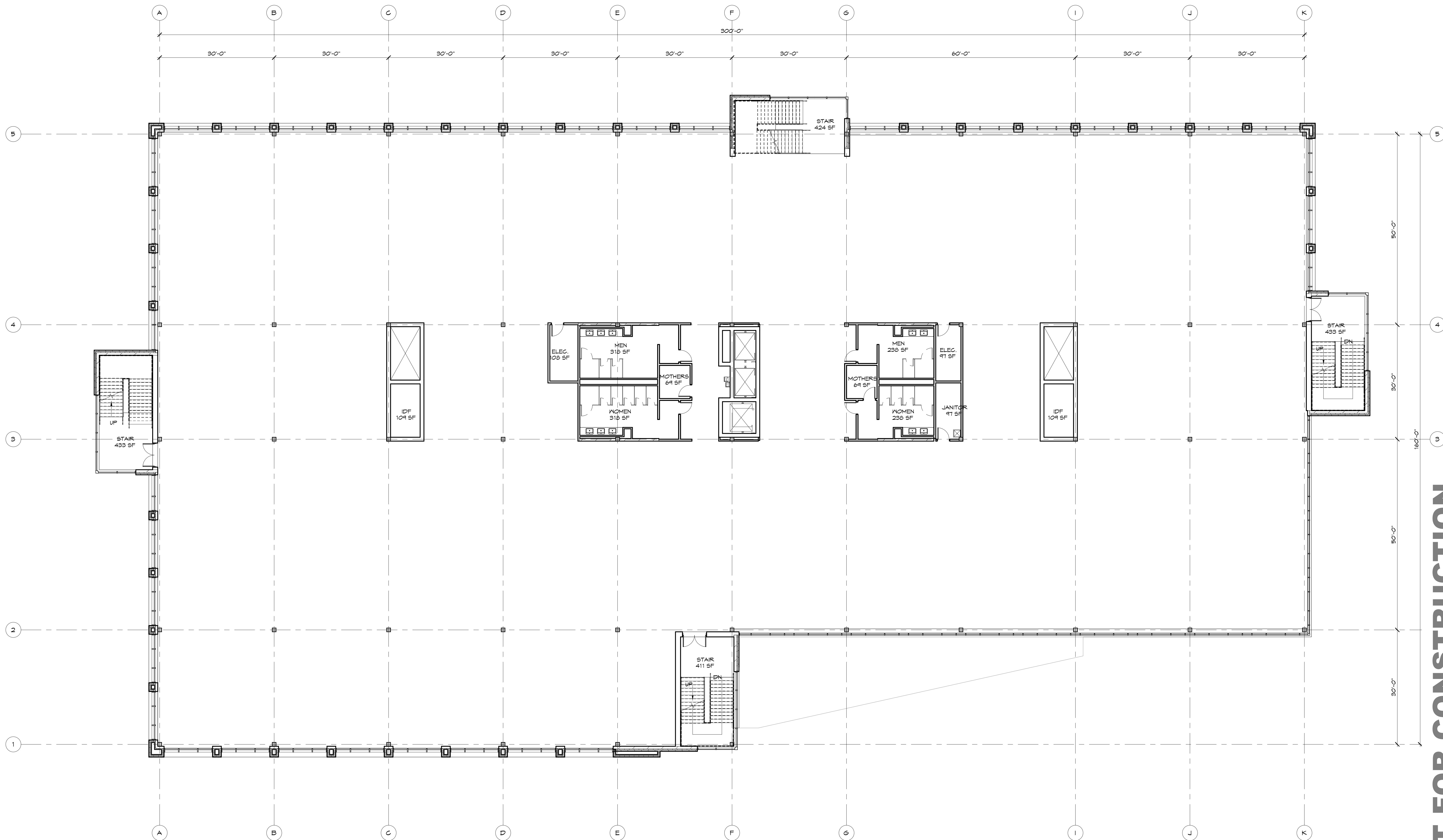




NOT FOR CONSTRUCTION



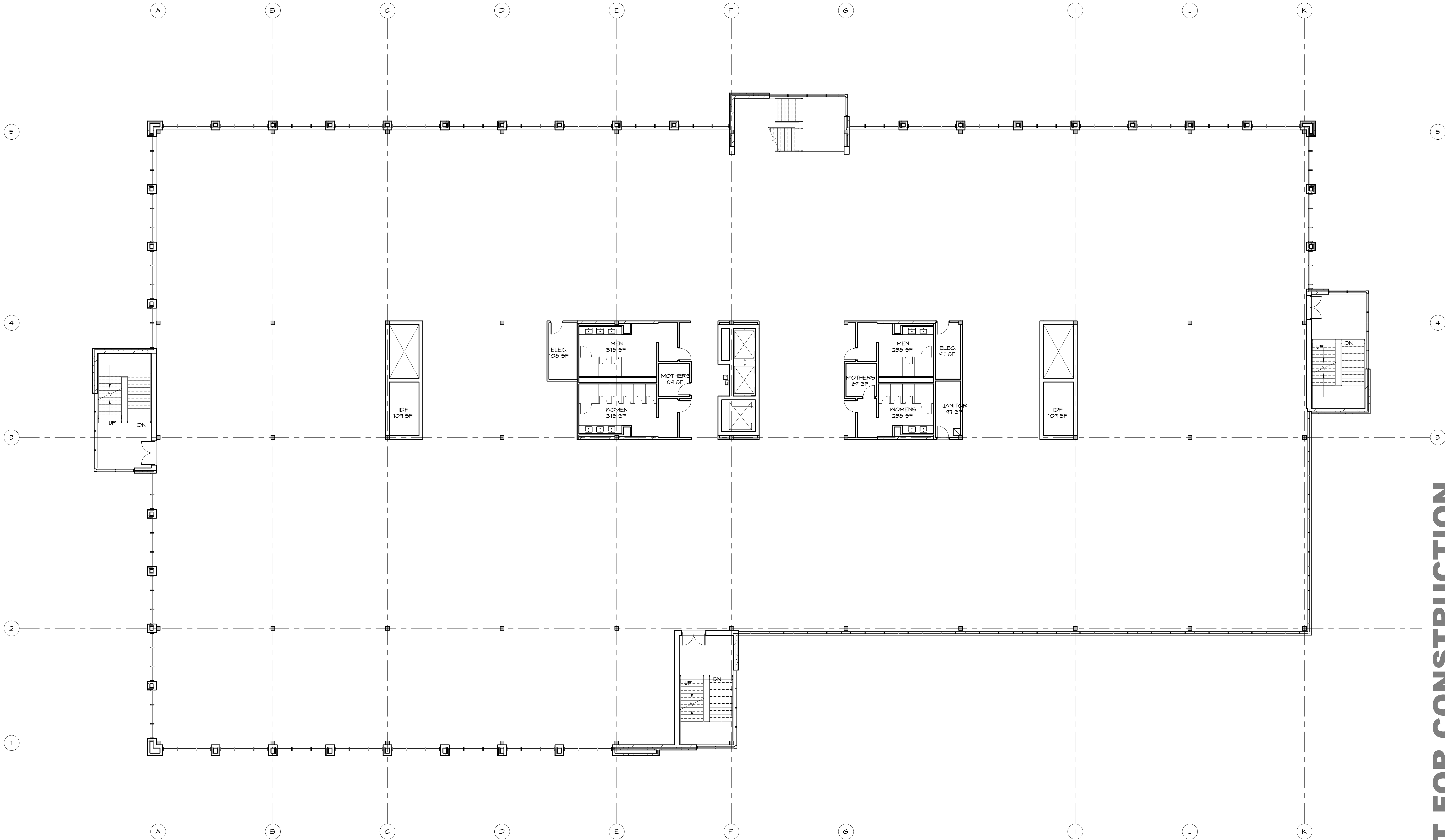
 FIRST FLOOR
SCALE: 3/32" = 1'-0"



NOT FOR CONSTRUCTION

 SECOND FLOOR
SCALE: 3/32" = 1'-0"

S:\working\3040 - 301\3040.dwg, 10/1/2013 10:00:00 AM, 10/1/2013 10:00:00 AM, 10/1/2013 10:00:00 AM



THIRD FLOOR
SCALE: 3/32" = 1'-0"

NOT FOR CONSTRUCTION

DATE	10/1/2013
DESCRIPTION	THIRD FLOOR PLAN
NO.	1

THIRD FLOOR PLAN

Performa
ARCHITECTS + ENGINEERS
12711 WISCONSIN AVE., SUITE 100
WISCONSIN, WI 53518
PHONE: 938.338.972 FAX: 938.338.897 www.performarc.com

COMMERCIAL HORIZONS
INNOVATION COURT, DEPERE, WISCONSIN

MULTI-TENANT BUILDING FOR:
COMMERCIAL HORIZONS
INNOVATION COURT, DEPERE, WISCONSIN

Attachment: GENERAL DEVELOPMENT - APPLICATION, NARRATIVE, SUBMITTAL - 10 Sep 2013 (8792 - Ordinance #19-20 Rezoning Certain Property (Parcels WD-D0035-1-1 and WD-D0035-1-2))

[illegible]

**MULTI-TENANT BUILDING FOR:
COMMERCIAL HORIZONS**
INNOVATION COURT, DEPERE, WISCONSIN



Performa
ARCHITECTS + ENGINEERS

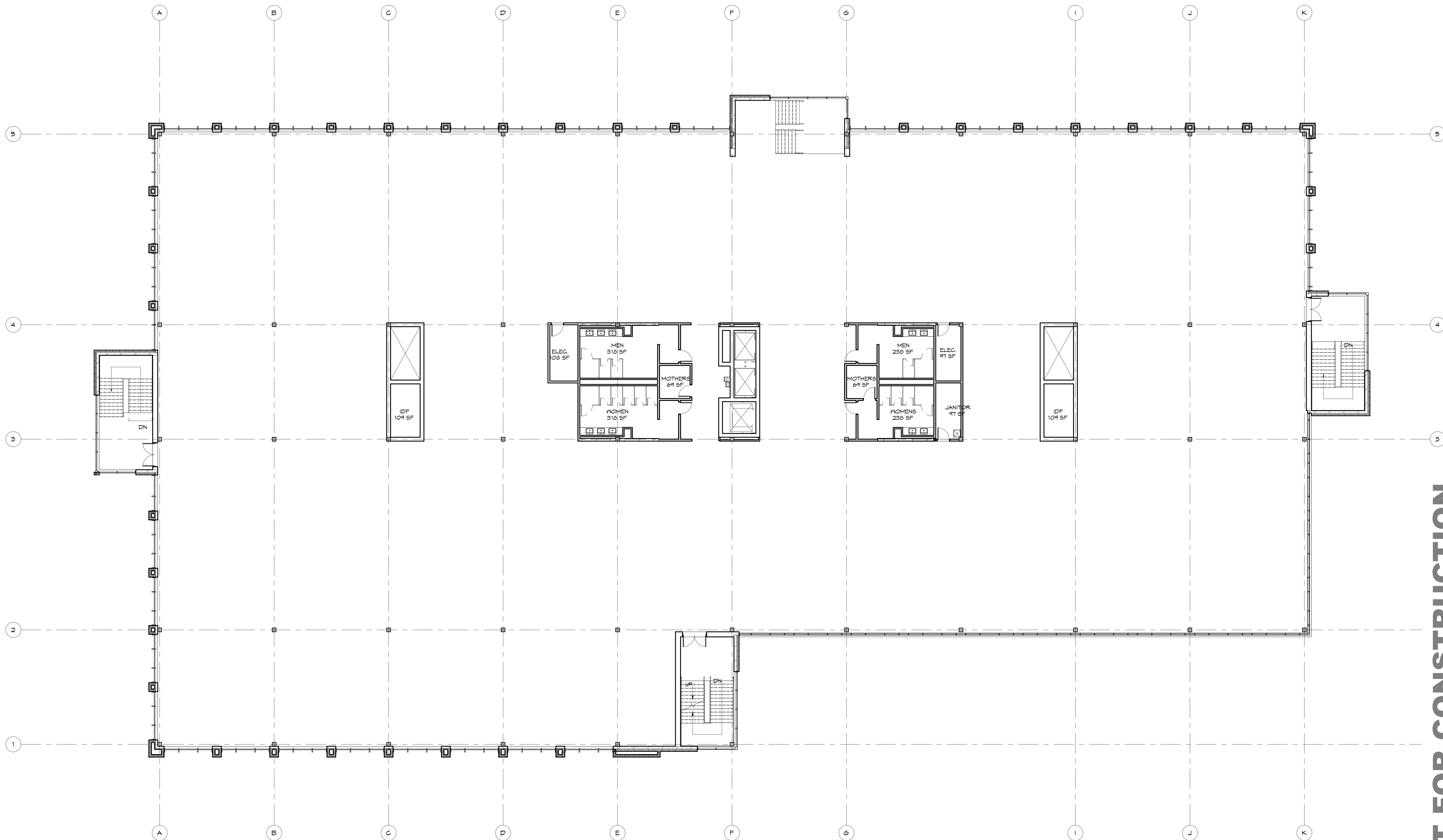
12414 WOODWAY RD. BOX 5156
DE FRESE, WISCONSIN 53111
PHONE: 262.336.9929 FAX: 262.336.2899 www.eperformatic.com

Attachment: GENERAL DEVELOPMENT - APPLICATION NARRATIVE SUBMITTAL - 10 Sep 2019 (879) - Ordinance #19-20 Rezoning Certain Property (Barrels WD-D0035.1-1 and WD-D0036.1)

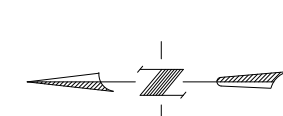
FOURTH FLOOR PLAN

TITLE	
DRAWN Author	CHK'D Checker
DATE MM/DD/YY	
SCALE 3/32" = 1'-0"	
DRAWING NO. A1.4	
PROJECT NO. XXXXX	REV.

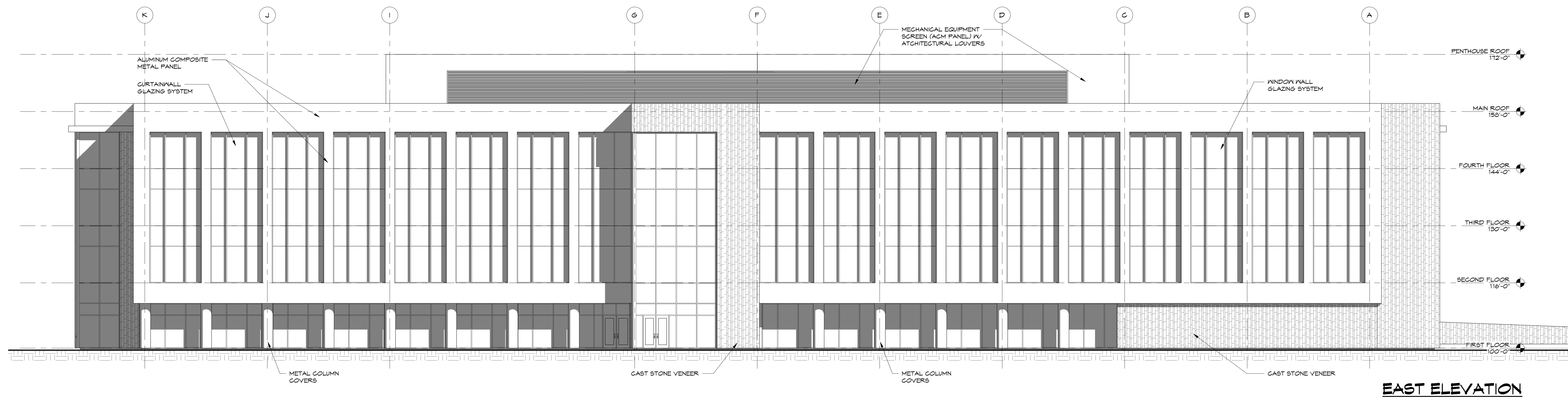
Packet Pg. 31



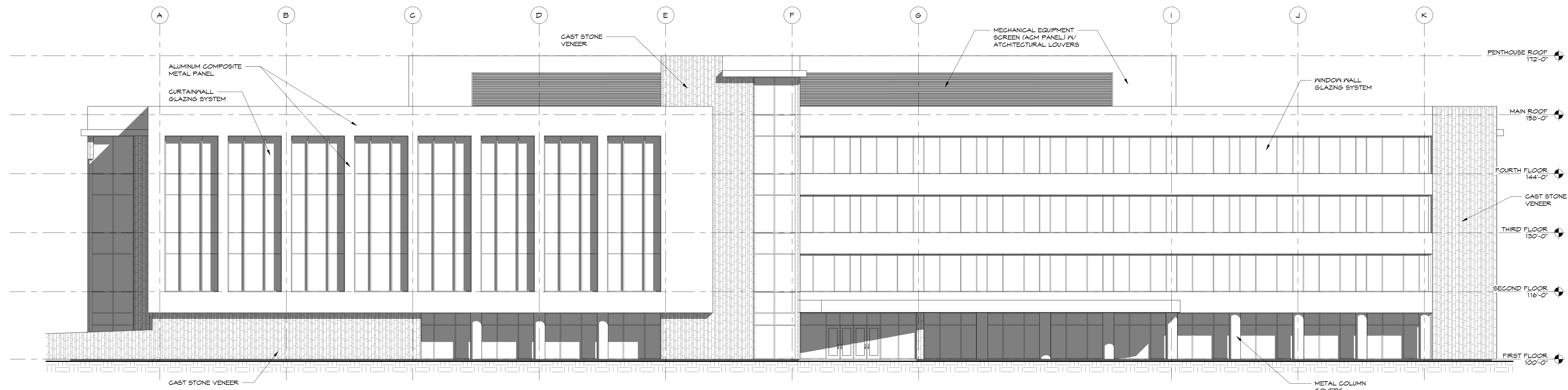
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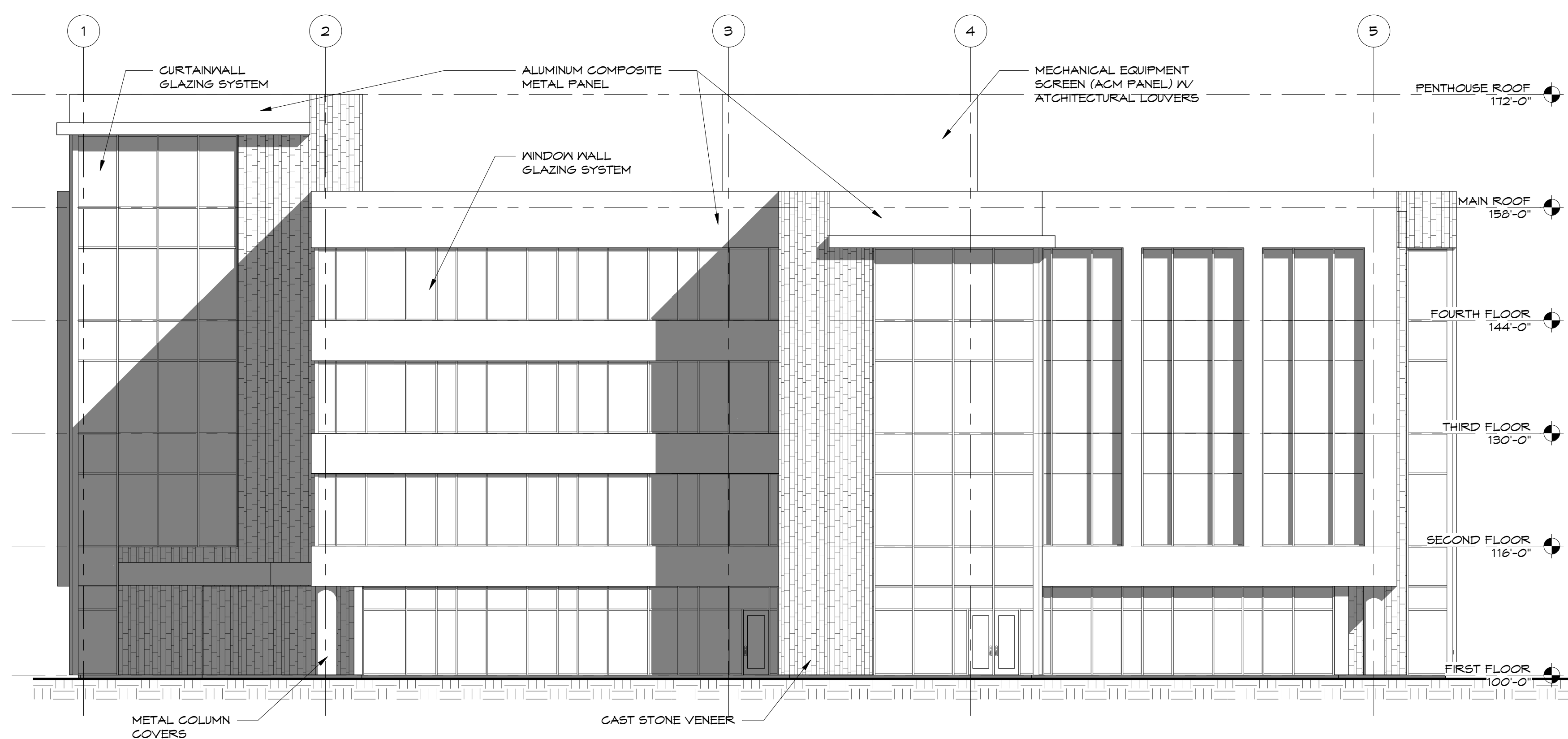
FOURTH FLOOR
SCALE: 3/32" = 1'-0"



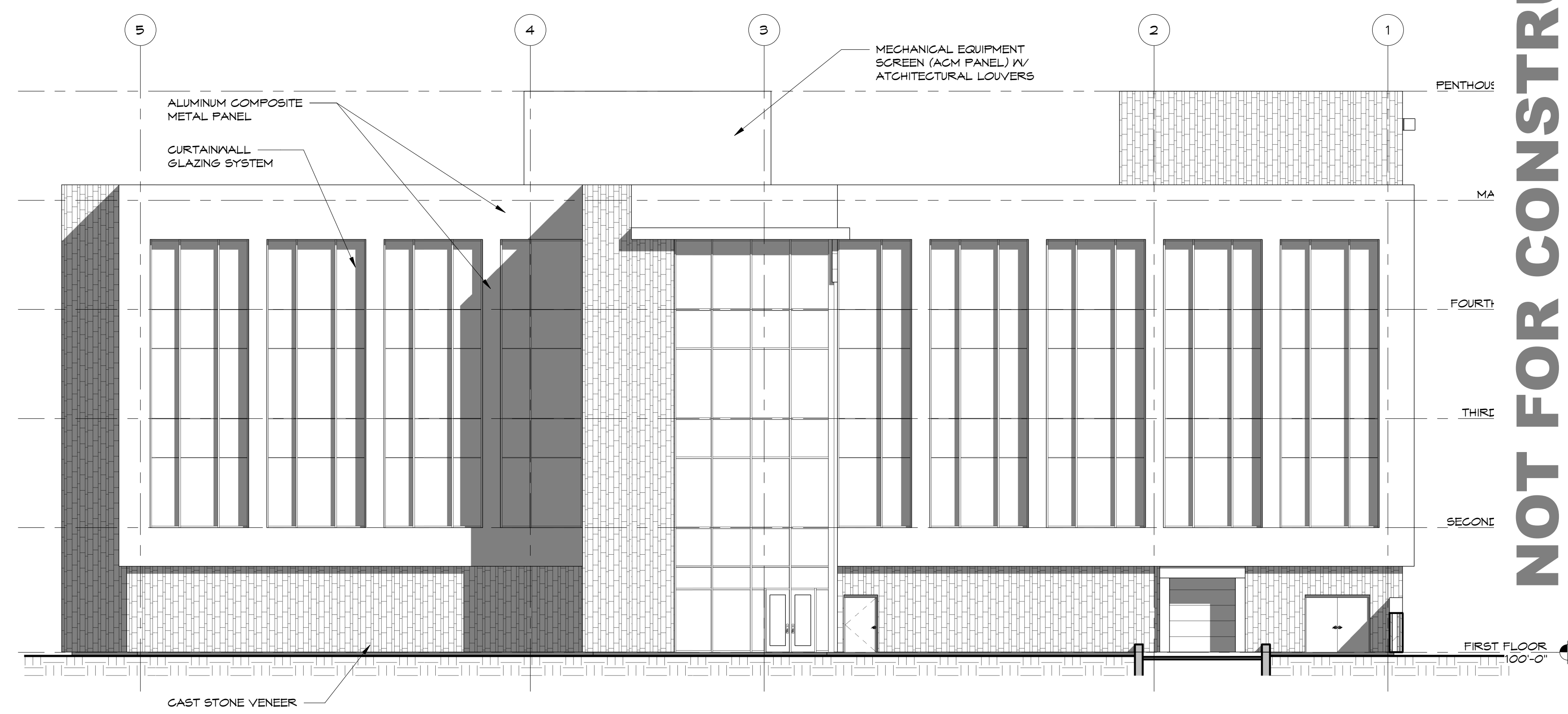
EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

MULTI-TENANT BUILDING FOR:

COMMERCIAL HORIZONS

INNOVATION COURT, DEPERE, WISCONSIN



EXTERIOR ELEVATIONS

DRAWN	CHK'D
Author	Checker
DATE	MM/DD/YY
SCALE	3/32" = 1'-0"
DRAWING NO.	A3.1
PROJECT NO.	XXXXX
REV.	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from Finance/Personnel Committee to approve
Recommended Changes to 2020 Seasonal Wage Schedule

ATTACHMENTS:

- Memo to Finance and Council on 2020 Seasonal rates (DOC)
- DRAFT 2020 Seasonal Part-time-Non-Benefit Eligible- Employee Wage Schedule (rev 09.09.19) (XLSX)

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 Re: Recommended changes to 2020 Seasonal/Part-time Employee Wages
 Date: October 8, 2019

Note: At the October 8th Finance/Personnel Committee meeting the below recommendation was approved unanimously.

Attached please find the 2020 pay recommendations for part-time and seasonal employees.

There are two positions, based on market data and/or difficulty filling positions, we are recommending moving to a higher level effective January 1, 2020. The departments have funds in their 2020 budget to cover the cost of the increases. The recommendations are as follows:

- GIS Intern – from Level 5 to Level 6
- Engineering Aide – from Level 7 to Level 9

There are two new positions that we will be adding to the salary schedule. The departments have funds in their 2020 budget to cover the cost of the new positions. The recommendations are as follows:

- Development Services Intern – Level 6
 - The Development Services Intern was approved as part of the 2019 budget with a rate of \$12.00 - \$14.00/hour. Seasonal pay level 6 is within the rate approved in the 2019 budget.
- Water Department Intern – Level 6

Please feel free to contact me at 339-4045 if you have questions prior to the meeting.

Thank you.

DRAFT

2020 Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale

Wages Effective January 1, 2020

Updated 09/09/2019

Position	Step 1	Step 2	Step 3	Step 4
Level 1 - Pool - Concession Staff - Pool - Basket/Maintenance	\$9.25	\$9.50	\$9.75	\$10.00
Level 2 - Assistant Instructor - Recreation Office Assistant - Recreation Intern - Community Center Facility Attendant - Playground Leader - Election Inspector - Event Server^^	\$10.00	\$10.25	\$10.50	\$10.75
Level 3 - Kidz Zone & Camp Counselors - Youth Recreation Supervisor	\$10.50	\$10.75	\$11.00	\$11.25
Level 4 - Community Center Maintenance - Basketball Supervisor - Lifeguard*** - Chief Election Inspector - Park, Street & Water Maintenance Laborer - Sign Maintenance Aide - Shop Assistant - Building Maintenance Assistant - Community Services Officer	\$11.00	\$11.25	\$11.50	\$11.75
Level 5 - Tennis Instructor - Park Maintenance Lead GIS Intern	\$12.00	\$12.25	\$12.50	\$12.75
Level 6 - Art/Theatre Instructor - Fitness Instructor - Tae Kwon Do Instructor/Tai Chi Instructor - Water Aerobics Instructor - Youth Activity Instructor - Economic Development Intern - Election Specialist - Development Services Intern - GIS Intern - Water Department Intern	\$13.00	\$13.25	\$13.50	\$13.75
Level 7 - Dance, Pom, Twirling & Tumbling Instructor - Enrichment Instructor - Pool Manager Engineering Aide - Event Manager^^	\$14.00	\$14.25	\$14.50	\$14.75
Level 8 - Paid On Call Firefighter**** - Paid On Premise Firefighter**** / *****	\$15.00	\$15.25	\$15.50	\$15.75

- Training & Safety Officer (Fire)**** / ***** - Weed Commissioner				
Level 9 - Band Director - Yoga/Pilates/Zumba with basic certification * - Video Production Assistant^ - Engineering Aide	\$16.50	\$16.75	\$17.00	\$17.25
Level 10 - Crossing Guard***** - Rubbish Site Attendant	\$17.00	\$17.25	\$17.50	\$17.75
Level 11 - Yoga/Pilates/Zumba with advance certification after 1 yr. employment unless approved by Mgr. (ACE, AFAA, E-RYT 500 hrs) * - Snow Plow Driver - Seasonal Maintenance Worker - Accountant	\$20.00	\$20.25	\$20.50	\$20.75
Non-Classified Wage Rates - Scorekeeper - Kickball Official** - Flag Football Official - Slow/Co-ed Softball Umpire** - Basketball Official** - WIAA Certified Basketball Official**	\$9.50/ga \$14.00/ga \$14.00/ga \$17.00/ga \$22.00/ga \$25.00/ga	\$9.75/ga \$14.25/ga \$14.25/ga \$17.25/ga \$22.25/ga \$25.25/ga	\$10.00/ga \$14.50/ga \$14.50/ga \$17.50/ga \$22.50/ga \$25.50/ga	\$10.25/ga \$14.75/ga \$14.75/ga \$17.75/ga \$22.75/ga \$25.75/ga

Misc. Wage Rates	
- Medical Advisor	\$1,500/yr
- Electrical Inspector	\$30.00/hr

The step scale is designed to reward employees for good work performance and continual years of service. Employees are given a step increase with supervisor approval, for each year they return to same employment or each January 1st with satisfactory work performance. (New hires hired after June 30th will receive an increase the second January 1st after start date or when returning for a second season, whichever happens first.)

- First year employees in any classified level shall start at Step 1, unless approved otherwise approved by the department head.

The City of De Pere has an incentive program established for seasonal Park and Recreation employees. The program includes: admission to one program per season (up to 3 per year). The incentive program is administered at the discretion of the supervisor of the department.

* Eligible to earn incentive pay based upon number of participants enrolled. Incentive pay ranges an additional .25 hours to 1.25 hours per class.

** Umpires or officials that are scheduled with a partner and work a game alone will be paid at 1.5 times the game rate.

*** The City will pay for lifeguard certification for new lifeguards, and WSI certified lifeguards, contingent on staff successfully completing one season of employment as a full time staff member. Substitute guards are not eligible for reimbursement of their lifeguard certification.

**** Receives \$50/month on-call pay if meet minimum response requirements for emergency incidents and duty crew. Responses will be reviewed annually by department.

***** Receives \$20/month gas stipend for regular assigned guards. This benefit is discontinued for guards assigned to a regular position on or after April 1, 2019.

***** Receives \$0.25/hour for each of the following certifications: Firefighter II, Fire Inspector, Driver Operator Pumper, Driver Operator Aerial, Emergency Services Instructor, Fire Officer I, Fire Officer II;
Receives \$1.00/hour for EMT-P Licensure

^ Paid at least a minimum of 2 hours each day worked

^^ Bartenders License required and shall be reimbursed by the City upon successful attendance of at least three events



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: Human Resources

FROM: Judith Schmidt-Lehman

SUBJECT: Recommendation from Finance/Personnel Committee to approve
2020 Benefit Renewal and Plan Design Changes

ATTACHMENTS:

- 2020 Council Memo City of De Pere (DOCX)

CITY OF DE PERE MEMO



To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 Date: October 8, 2019
 RE: Consideration of 2020 Benefit Renewal and Plan Design Changes

At the October 8th Finance/Personnel Committee meeting all of the recommended changes were unanimously approved with the exception of the first two items. The Committee voted to deny the first two recommended changes (abortion and home health care) by a vote of 4/1 with Alderperson Crevier voting nay.

We continue to monitor the benefit plans provided to the employees to maintain high value, financially stable design and costs. As we plan into 2020, we continually evaluate the fixed costs of the plan. We are recommending minor changes to the medical plan language this year.

Each year we have moved our plan more in line with industry standards. Below are the last few changes we are recommending to have our plan match with UMR's industry standards.

MEDICAL PLAN LANGUAGE RECOMMENDATIONS

CURRENT PLAN LANGUAGE

Abortions: If a physician states in writing that the mother's life would be in danger if the fetus were to be carried to term or if the pregnancy was the result of incest or rape, or if the fetus has been diagnosed with a lethal or otherwise significant abnormality.

Home Health Care Visit Maximum: 60 per calendar year with additional visits allowed if medically necessary.

Augmentation Communication Devices: Allow augmentation communication devices only after surgical removal of the larynx or a diagnosis of permanent lack of function of the larynx.

Waive of Newborn Deductible: Waive the deductible of the newborn.

Air ambulance – no trip maximum

2020 PROPOSED LANGUAGE CHANGES

Abortions: If a physician states in writing that the mother's life would be in danger if the fetus were to be carried to term or if the pregnancy was the result of incest or rape.

Change to 60 visits per calendar year and deny anything after regardless of medically necessary.

Cover augmentation communication devices, subject to medical necessity, as long as a covered diagnosis.

Not waive the deductible for the newborn.

\$25,000 per trip maximum

Prior Authorization: No preauthorization required Preauthorization required with no penalty for Specialty Injectables

In addition to the above, we are recommending the following programs which are UMR's norms for their book of business:

CRS Benchmark Program: The program enables UMR to apply cost management strategies on out-of-network claims to limit balance billing of members. It also protects the plan from egregious provider billing. The standard access fee for this program is 22% of savings with a savings cap of \$50,000 per claim. The maximum access fee paid on any one claim will be \$11,000 (which is 22% of \$50,000). Today, the current CRS program that the City of De Pere has in place is 30% of savings with a savings cap of \$50,000 per claim.

Advanced Claims Review: The review provides additional claim review for professional coding accuracy and increased savings. Fee is 30% of savings.

RENEWAL RATES

Our plan continues to perform well. Based on the plan performance, we are recommending a 3% decrease for 2020 plan year. The rates would as follows:

	CURRENT	RENEWAL
Single:	\$757.10	\$734.39
EE+1:	\$1,409.12	\$1,366.85
Family:	\$2,311.18	\$2,241.84
Retiree Single under 65:	\$999.37	\$969.39
Retiree EE+1 under 65:	\$1,860.04	\$1,804.24
Retiree Family under 65:	\$3,050.76	\$2,959.23
Medicare Single over 65:	\$681.39	\$660.95
Medicare Two over 65:	\$1,362.78	\$1,321.90
Medicare one over one under 65:	\$1,680.76	\$1,630.34

DENTAL PLAN

No changes to the plan.

RENEWAL RATES

Based on the plan performance, we are recommending a 0% increase to our Humana self-funded plan. The Dental Associates rates, which is a fully-insured plan were we do not have control over the pricing, will increase 4% for 2020.

HUMANA		DENTAL ASSOCIATES	
CURRENT	RENEWAL	CURRENT	RENEWAL
Single - \$48.44	Single - \$48.44	Single - \$34.94	Single - \$36.34
Family - \$147.25	Family - \$147.25	Family - \$99.71	Family - \$103.70

VOLUNTARY VISION PLAN

No Changes to the plan.

RENEWAL RATES

The United Healthcare fully-insured voluntary vision plan rates will increase 2.5% for 2020.

UNITED HEALTHCARE	
CURRENT	RENEWAL
Single - \$6.16	Single - \$6.31
Employee/Spouse: \$11.68	Employee/Spouse: \$11.97
Employee/Child(ren): \$13.70	Employee/Child(ren): \$14.04
Family - \$19.27	Family - \$19.75

OTHER BENEFITS

The market analysis for our other benefit plan offerings shows that our plans are comprehensive and competitive and we are not recommending any plan design changes.

Please contact me at 339-4045 if you have questions prior to the meeting.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from Board of Public Works to deny request from Ald. Hansen Requiring Sod Instead of Seed for All Restoration in Street Right of Way or Easements

The Board of Public Works at the October 7, 2019 meeting denied a request from Alderperson Hansen to require sod instead of seed for all restoration of street right-of-ways or easements and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Request for Sod Installation for Restoration Instead of Grass Seed (PDF)

Scott Thoresen

From: Scott Thoresen
Sent: Friday, August 30, 2019 8:32 AM
To: Jonathon Hansen
Cc: Ryan Jennings; Judy Schmidt-Lehman; Mike Walsh; Eric Rakers; Kimberly T. Flom; Larry Delo; Scott Thoresen
Subject: RE: ATT grass replacement

Good Morning Jonathon:

I will put a general discussion item requested by you for the October meeting to talk about requiring sod instead of seed for all restoration in the City right of way or easements.

As Larry indicated previously, staff will not be recommending any changes to require sod due to costs and maintenance requirements of sod.

Any questions please let me know.

Make it a great day!

Thanks,

Scott J. Thoresen, P.E.

Director of Public Works | [City of De Pere](#)
 925 South Sixth Street | De Pere, WI 54115
 Tel: (920) 339-8095 | Fax: (920) 339-4071



Email: sthoresen@mail.de-pere.org
 Facebook: [City of De Pere Facebook](#)

From: Jonathon Hansen
Sent: Thursday, August 29, 2019 10:17 PM
To: Larry Delo; Scott Thoresen
Cc: Ryan Jennings; Judy Schmidt-Lehman; Mike Walsh; Eric Rakers; Kimberly T. Flom
Subject: RE: ATT grass replacement

Hi Scott and Larry,

I very much appreciate Larry's comments, as it is very helpful to hear a testimonial of someone who has planted both seed and sod grass. However, I still feel obligated to allow my constituent to have an opportunity to speak on this matter if he so chooses. Please just have the agenda item deal with the question of whether to require sod replacement in private easement areas in situations in which the property owner can prove that sod grass was originally planted in the easement area. I also agree that this should not take priority over Judy's current workload, so no rush on receiving determination from the City Attorney on this. Perhaps we could shoot for the October BOPW meeting, and could push it back to November's meeting if necessary.

Thanks, and have a great weekend!

Jonathon

From: Larry Delo
Sent: Thursday, August 22, 2019 3:27 PM
To: Jonathon Hansen; Scott Thoresen
Cc: Ryan Jennings; Judy Schmidt-Lehman; Mike Walsh; Eric Rakers; Kimberly T. Flom
Subject: RE: ATT grass replacement

Jonathon:

Just as an FYI. When I installed my lawn when I moved here I seeded my front yard and sodded my backyard (I had dogs). Over the years I have had large areas of the sod die and always used seed to replenish those areas. The seeded lawn areas adjacent to the sod looked different the first year, after that, I cannot tell the difference. No one would guess my front yard and rear yard were planted differently. They look identical.

My point is that the City typically uses a good (average) standard for replacing items such as mail boxes or grass when they are damaged that match the general needs of the community. We do not replace specialty plantings with specialty planting or replace weed patches with weeds. We use quality grass seed.

I do not believe it would be prudent (based on cost and additional care requirements) for the City to start planting sod or try to require utilities to plant sod unless there is some specific environmental or event driven reason that would require it for a specific location.

Larry

From: Jonathon Hansen
Sent: Thursday, August 22, 2019 2:57 PM
To: Scott Thoresen
Cc: Larry Delo; Ryan Jennings; Judy Schmidt-Lehman; Mike Walsh; Eric Rakers; Kimberly T. Flom
Subject: Re: ATT grass replacement

Hi Scott,

When new neighborhoods are first developed, is the new grass on the street ROW terrace typically planted by the City, the developer, or the property owner buying the new house? Or does it vary?

Thank you,

Jonathon

Sent from my iPhone

On Aug 22, 2019, at 1:29 PM, Scott Thoresen <sthoresen@mail.de-pere.org> wrote:

Good Afternoon Jonathon:

I need some clarification on what you are requesting the BOPW to consider. The way I interpret your email the BOPW should consider requiring lawn areas to be restored with sod instead of seed within the street right of way? Is this correct? If so, we would need to be considering our street projects follow these same requirements as well which will result in significant cost increases to the restoration costs for every project. Please advise.

As far as restoration in private easements I will need to have Judy research this as to whether we can control work on private property easements. I know she is extremely busy so it is not going to be a priority for her to research.

Make it a great day!

Thanks,

Scott J. Thoresen, P.E.

Director of Public Works | [City of De Pere](#)
925 South Sixth Street | De Pere, WI 54115
Tel: (920) 339-8095 | Fax: (920) 339-4071

<image001.png>

Email: sjthoresen@mail.de-pere.org
Facebook: [City of De Pere Facebook](#)

From: Jonathon Hansen
Sent: Thursday, August 22, 2019 12:55 PM
To: Eric Rakers; Scott Thoresen
Cc: Larry Delo; Ryan Jennings; Judy Schmidt-Lehman; Mike Walsh
Subject: Fwd: ATT grass replacement

Eric and Scott,

I received the follow-up email below from Mr. and Mrs. Hassel. Can we please add this matter to a future BOPW meeting? Specifically, the question of whether the City should require contractors to replace excavated lawn that was originally planted with sod to be replaced with new sod in right of ways and easements (assuming the City can even require sod grass replacement in easement areas). The issue of how it could even be proved if a lawn was originally planted with sod vs seed would be a corresponding question to consider.

I completely understand, as you mentioned, that with your current workload, the easement jurisdiction question needs time to be researched. I have also copied Judy in case this is something that the City Attorney's office can look into.

Thanks!

Jonathon

Sent from my iPhone

Begin forwarded message:

From: Gary Hassel <inwisc@new.rr.com>
Date: August 22, 2019 at 11:45:17 AM CDT
To: Jonathon Hansen <jhansen@mail.de-pere.org>
Cc: Ryan Jennings <rjennings@mail.de-pere.org>, "inwisc@new.rr.com" <inwisc@new.rr.com>
Subject: Re: FW: ATT grass replacement

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

Mr. Hansen,

Thank you for your reply and the work you put into my earlier letter. I apologize that this response took so long, but my wife's surgery and aftercare intervened and kept me busy. I also note that while you promptly responded and followed-up, I have yet to hear from Mr. Jennings and believe he is not properly suited to be a representative of his constituency, but that's another matter.

I would also like to point out that, unfortunately, you and Eric Rakers missed the essential point of my message - I didn't really expect any changes in what was done to my yard or that of my neighbors, but hoped to suggest that the City in it's dealings with contractors could more carefully protect its citizens in permitting future contracts of this nature. Certainly easements must be honored but contracts for work pursuant to the easements shouldn't be 'rubber-stamped' by the City, but rather the City should require a little more of the contractors. If sod is removed, sod should be replaced. The extra cost would simply be built into the contracts and ultimately passed on to the broader customer base of the corporations that operate under the easements. This is something to think about and incorporate into future such contracts.

Ironically, as I write this, I noted that Green Bay now requires public art to be incorporated into projects funded in part by the City. This improves the overall quality of life and protects the citizens of the City in ways that DePere hasn't yet thought of.

The City, through its representatives and permit-issuers, are stewards of the citizens and residents of DePere and their actions should reflect such a duty.

I neither need nor expect any further response on your part and thank you for your efforts to date. I would like to see the City spend a little more thought in the future in protecting the property rights of all of its citizens.

Thank you,

Sharon and Gary Hassel

On 8/3/2019 7:42 PM, Jonathon Hansen wrote:

Hi Gary and Sharon,

Thank you very much for bringing this matter to my attention. Please see below for the response that I received on Thursday from the City Engineer. I have some follow-up questions for staff next week based on the information provided by the City Engineer. I will keep you posted.

Thanks again, and have a good weekend.

Jonathon

From: Eric Rakers

Sent: Thursday, August 1, 2019 2:25 PM

To: Jonathon Hansen

Cc: Larry Delo; Mike Walsh; Ryan Jennings; Chase Kuffel; Scott Thoresen; Judy Schmidt-Lehman

Subject: FW: ATT grass replacement

Hi Jonathon,

I provide some answers directly in the e-mail.

Eric

Eric Rakers, P.E.
City of De Pere - City Engineer
925 S. Sixth Street, De Pere, WI 54115

O (920) 339-8304 | C (920) 639-1000

erakers@mail.de-pere.org

From: Jonathon Hansen
Sent: Thursday, August 01, 2019 10:23 AM
To: Eric Rakers; Scott Thoresen
Cc: Larry Delo; Mike Walsh; Ryan Jennings; Chase Kuffel; Judy Schmidt-Lehman
Subject: Fwd: ATT grass replacement

Eric and Scott,

Can you please provide some feedback on the email below when you have a chance?

Thanks!

Jonathon

Sent from my iPhone

Begin forwarded message:

From: "Gary Hassel" <inwisc@new.rr.com>
To: "Jonathon Hansen" <jhansen@mail.de-pere.org>, "Ryan Jennings" <rjennings@mail.de-pere.org>
Subject: Fwd: ATT grass replacement

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

Gentlemen,

We've neither talked nor met, but I understand that you represent me and my wife in DePere. The purpose of this e-mail is to bring an issue to your attention in hopes that other residents will fare better in the future. Apparently the

City approved a construction project for an ATT contractor to upgrade cable services in our neighborhood pursuant to an easement, which ordinarily would be fine. Our neighborhood, as is usual in DePere, consists of nicely maintained houses and manicured, cared-for lawns, usually aided by lawn care companies. ATT (it's contractor) dug up sod to do its work, but replaced it with extremely poor quality grass seed which was rife with weeds and even corn stalks. When neighbors and I complained, we were told the City approved a contract that allowed for seed, not sod replacement and that the contractor had done all that was required, even though the pre-construction paperwork delivered to each home assured us that we would enjoy complete restoration after construction. I haven't researched exactly where the easement lines are located, but the work was done at least 50 feet from the centerline of our street, which seems excessive. The City issues excavation permits for utility work in the right of way. We do not issue permits the utility work in easements. The restoration requirements for private utility work in the right of way is the same as what is required for City contractors or City completed work in the right of way which is topsoil, seed, and mulch.

The right of way at this property is 70 feet with a 12 foot easement. Based on the aerial of the landscaping, this repair appears to be around 35 feet off the centerline.

I have attached a photo of the results of the ATT(contractor) seeding which is filled with weeds, crabgrass and even a few corn stalks. It will take months and extra expense from our lawn service to restore our lawn to pre-construction standards. The weeds shown in the this picture are common in all restoration projects in the City. The weed seed is in topsoil. If the property owner cuts the area, the grass will take over and the weeds will die. I see no issues with the restoration based on the photo. The grass has come in thick. There are always be some weeds in the restoration.

I realize there is nothing to be done in my situation, but in the future, when DePere approves such construction contracts, a standard provision should be to require contractors to replace sod with sod, not seed. This situation is unsightly and frustrating for homeowners who work diligently to maintain the appearance of their properties. While I know the City doesn't receive it all, each of us pay what we consider very high property taxes, and for that, we would expect the City to be cognizant of the care people take of their properties and require contractors to truly restore properties as they complete

necessary work. Please note that this work is being completed by a utility company. Even though the City has a permitting process, we are not involved in any contracts for this work. All utility companies have the right to be in the right of way and utility easements.

I recognize that neither of you probably had any hand in negotiating the terms of the contracts involved, but someone within City government did and they should answer to the overall City Council . These contracts are not City contracts and not negotiated by the City. This is between AT&T and the contractor.

My hope is that you will track this situation down and require all similar future contracts require sod replacement with sod, not seed, to allow other homeowners to avoid this mess and nuisance. The City does not place sod on City projects so we do not require sod on private utility work. Sod is an extra expense and potentially more maintenance as it has to be watered a lot after installation. Additionally, some people don't like sod because it will not match their existing lawn.

Thank you for your attention to this matter.

Gary and Sharon Hassel

1863 Horseshoe Ct.

DePere, Wi. 54115

920-632-4821

inwisc@new.rr.com

----- Forwarded Message -----

Subject: ATT grass replacement

Date: Thu, 01 Aug 2019 09:52:11 -0500

From: Gary Hassel <inwisc@new.rr.com>

To: Gary Hassel <inwisc@new.rr.com>

Sent from my Verizon Wireless 4G LTE smartphone

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Gary R. Hassel



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from Board of Public Works to approve request from Ald. Hansen to donate and install Flags in Street Right of Way on Webster Avenue

The Board of Public Works at the October 7, 2019 meeting approved the request from Alderperson Hansen to donate and install flags in the street right of way on Webster Avenue and moved to send to the Common Council for approval. The motion passed with a 5-0 vote.

See attached emails.

ATTACHMENTS:

- Request for Installation of Flags in Street Right of Way(PDF)

Scott Thoresen

From: Larry Delo
Sent: Thursday, September 5, 2019 12:11 PM
To: Jonathon Hansen
Cc: Scott Thoresen; Don Melichar
Subject: RE: City Flags on Traffic Islands

Jonathon:

I believe it would be appropriate for this item should go to the BOPW for discussion to determine what flags, if any, they want placed in the right of way before you make a donation. I have copied Scott Thoresen so he can place it on a future agenda. Thanks.

Larry

From: Jonathon Hansen
Sent: Thursday, September 5, 2019 12:19 AM
To: Don Melichar
Cc: Larry Delo
Subject: FW: City Flags on Traffic Islands

Hi Don,

Can you please let me know what an ideal size would be for a flag on the traffic median islands on S. Webster Ave? I was just thinking about the possibility of donating flags for next year. Also, given that there are three traffic islands on S. Webster with flag poles, rather than having three City of De Pere flags, it might be neat to have one City flag, one Wisconsin flag, and one American flag. Although I realize that the issue of lighting the American flag would need to be addressed.

Thank you,

Jonathon

From: Andrew Pantzlaff
Sent: Monday, July 22, 2019 1:53 PM
To: Kimberly T. Flom; Jonathon Hansen
Cc: Larry Delo
Subject: RE: City Flags on Traffic Islands

Yes. We decided that our flags would not be proportionally suitable.

The recommendation is to either use existing garden flags on-hand, or potentially remove the poles altogether if it's an eyesore and isn't aesthetically significant enough to warrant investment of time or resources to manage.

From: Kimberly T. Flom
Sent: Monday, July 22, 2019 1:47 PM
To: Jonathon Hansen
Cc: Larry Delo; Andrew Pantzlaff
Subject: RE: City Flags on Traffic Islands

Hi Andy,

Attachment: Request for Installation of Flags in Street Right of Way (8839 : Rec BOPW Request of Ald. Hansen to Consider Installation of Flags

I think we reviewed this and determined that the small size of the pole in the islands would not accommodate the flags (which are sized for standard flag pole). Can you confirm?

Thanks!

Kim

From: Jonathon Hansen
Sent: Monday, July 22, 2019 11:54 AM
To: Kimberly T. Flom
Cc: Larry Delo
Subject: Re: City Flags on Traffic Islands

Hi Kim,

Just wondering if a decision has been made yet by the Rebranding Committee about the suitability of placing the new City flag on the S. Webster traffic islands that currently have three unused flag poles?

Thanks!

Jonathon

Sent from my iPhone

On Jun 19, 2019, at 7:38 AM, Jonathon Hansen <jhansen@mail.de-pere.org> wrote:

Begin forwarded message:

From: Andrew Pantzlaff <apantzlaff@mail.de-pere.org>
Date: June 19, 2019 at 7:30:48 AM CDT
To: Jonathon Hansen <jhansen@mail.de-pere.org>
Cc: Larry Delo <ldelo@mail.de-pere.org>
Subject: RE: City Flags on Traffic Islands

Kim and I will be looking at some of the basic branding loose ends/ideas in a meeting this coming Tuesday. This may be reviewed then. Also during our sit-down, her and I will be figuring out when the next entire team meeting will take place.

-----Original Message-----

From: Jonathon Hansen
 Sent: Tuesday, June 18, 2019 9:54 PM
 To: Andrew Pantzlaff
 Cc: Larry Delo
 Subject: FW: City Flags on Traffic Islands

Hi Andy,

Just following-up on this and wondering if a date has been set yet for the next Rebranding Committee meeting?

Thank you,

Jonathon

From: Larry Delo
Sent: Friday, June 7, 2019 7:30 AM
To: Jonathon Hansen
Subject: RE: City Flags on Traffic Islands

Jonathon:

I do not believe this has been discussed yet. I have asked Andy to have them discuss it at their next meeting (I am unsure when that meeting is scheduled at this time).

Larry

-----Original Message-----

From: Jonathon Hansen
Sent: Thursday, June 6, 2019 11:14 PM
To: Larry Delo
Subject: RE: City Flags on Traffic Islands

Hi Larry,

Just following-up on this to see if the Rebranding Team has had an opportunity yet to discuss whether the S. Webster traffic islands might be an appropriate location to place the new City flags.

Thanks,

Jonathon

From: Larry Delo
Sent: Wednesday, April 10, 2019 1:41 PM
To: Jonathon Hansen
Cc: Scott Thoresen; Marty Kosobucki; Don Melichar; Andrew Pantzlaff
Subject: RE: City Flags on Traffic Islands

Jonathon:

The City Parks Department has City flags in stock. Don Melichar indicated the small flag poles on Webster originally had US flags on them (installed by a citizen working with the beautification committee), but due to concerns from citizens about the placement of U.S. flags without night lighting the City had them removed. The Beautification Committee has recently provided garden type flags on these poles (that the City installed), but has decided to not pay for or request installation of flags on these poles this year.

I will pass your request onto the Branding Team to discuss at a future meeting to

determine if this is an appropriate place for City flags. Thanks.

Larry Delo, ICMA - CM
City Administrator
City of De Pere
920-339-4044
Ldelo@mail.de-pere.org

-----Original Message-----

From: Jonathon Hansen
Sent: Wednesday, April 10, 2019 1:07 PM
To: Larry Delo; Scott Thoresen
Subject: City Flags on Traffic Islands

Larry and Scott,

There are two traffic islands on S. Webster between Le Brun Rd and George St that have flag poles. Instead of putting up the older generic summer flags, could we put up the new City flag? Not sure if we have any left from when we originally ordered the new flags, but might be a nice touch to promote the rebranding.

Thank you for your consideration,

Jonathon



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: City Clerk

FROM: Ann Ledvina

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

ATTACHMENTS:

- De Pere Deacons Renewal Alcohol Beverage Lic. App (PDF)

Renewal Alcohol Beverage License Application

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

For the license period beginning: 12.01.19 ending: 05.01.20
(mm dd yyyy) (mm dd yyyy)

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

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

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>LEPP</u>	(First) <u>DAVID</u>	(Middle Name) <u>EDWARD</u>	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company <u>DE PERE DEACONS HOCKEY TEAM, INC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises)
--	--

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

Agent Last Name <u>LEPP</u>	(First) <u>DAVID</u>	(Middle Name) <u>EDWARD</u>	Home Address (Street, City or Post Office, & Zip Code)
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All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name <u>LEPP</u>	(First) <u>DAVID</u>	(Middle Name) <u>EDWARD</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>NUTALLS</u>	(First) <u>GREG</u>	(Middle Name) <u>FRANCIS</u>	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name DE PERE DEACONS HOCKEY TEAM, INC Business Phone Number 920.660.0933
- Address of Premises 1450 FT. HOWARD AV Post Office & Zip Code DE PERE, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1ST AND 2ND FLOORS
e DE PERE ICE ARENA

Applicant's Wisconsin Seller's Permit Number <u>TAN EXEMPT</u>	
FEIN Number <u>46.8893404</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$ <u>30.00</u>

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? **EXEMPT PER. CANNES** ☐ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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

Contact Person's Name (Last, First, M.I.) LEPP, DAVID, E.	Title / Member MEMBER	Date 9.18.19
Signature <i>David E. Lepp</i>	Phone Number 820.660.0933	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 9-19-19	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME NONE STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 PENDING CHARGE _____ DATE _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #19-21 Amending Chapter 82 De Pere Municipal Code Regarding Solid Waste/Curbside Recyclable Collection.

The Board of Public Works at the October 7, 2019 meeting approved amending Chapter 82 De Pere Municipal Code regarding Solid Waste/Curbside Recyclable Collection and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

Staff is proposing the following changes to the solid waste ordinance:

1. Revising Sec 82-2 to include "the city shall not collect from any parcel which receives private garbage and/or recyclable collection services." (See attached)
2. Revising Sec 82-5 (c) to include prohibiting rubbish from commercial operations.
3. Revising Sec 82-12 which will allow for dumpster service collection for Marquette Square. (See attached)

Staff recommends approving the proposed amendments of Chapter 82 De Pere Municipal Code regarding solid waste/curbside recyclable collection.

ATTACHMENTS:

- Ord19-21 (DOCX)
- Sec_82_2.____Collection_limits_and_frequency-redlined (DOCX)
- Sec_82_12.Recyclable_and_Garbage_Common_Collection_Service_District red-lined (DOC)

ORDINANCE #19-21
AMENDING CHAPTER 82 DE PERE MUNICIPAL CODE
REGARDING SOLID WASTE/CURBSIDE RECYCLABLE COLLECTION

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

Section 1: **Sec. 82-2. –Collection limits and frequency.**, is hereby amended by adding the following sentence at the end of (a):

The city shall not collect from any parcel which receives private garbage and/or recyclable collection services.

Section 2. Sec. 82-5(c) is amended to insert the following as a new subsection (3):

(3) Rubbish from commercial operations shall be prohibited from being deposited at such drop off site.

with all subsequent paragraphs renumbered accordingly.

Section 3: **Sec. 82-12. Nicolet Square Recyclable and Garbage Common Collection**

Service District is hereby repealed in its entirety and recreated as follows:

Sec. 82-12. - Recyclable and Garbage Common Collection Districts

(a) *Purpose.* The common council finds that city curbside collection of commercial source recyclables and garbage has led to the proliferation of recycling and garbage carts in the city's downtown commercial areas, resulting in access restrictions to businesses and public parking areas and sanitary and aesthetic concerns. Further, commercial building footprints in the historic downtown commercial areas typically encumber the entire parcel, leaving little or no room for public or private refuse container storage or screening, allowing few options to avoid the detrimental impact caused by the presence of individual recycle and garbage carts on collection days or when stored between collection days.

Wis. Stats §66.0405 authorizes the city to create district(s) for the collection of refuse defined by type of property. The City's commercial business areas exhibit the detrimental impact on aesthetics and access caused by multiple containers on public parking property each collection day. The initial Common Collection Service area of the Nicolet Square area has shown Common Collection services to be an efficient and effective in alleviating aesthetic blight and access problems while delivering quality services to property owners. The common council therefore creates Common Collection Districts in the City. In circumstances where the provisions of this section are in conflict with other sections of this chapter, the provisions of this section shall control.

(b) *Definitions.* When used in this section, the following definitions shall apply:

- (1) *Common area* means the location(s) identified by the city where it will place dumpster(s) for collecting commercial source recyclables and garbage from each District.
- (2) *Common Collection Districts (also called District herein).* The city hereby creates the following Common Collection Districts:
 - a. *Marquette Square District* means those real properties identified as: ED-857, ED-850, ED-848, ED-847, ED-842, ED-841, ED-840, ED-837 and ED-836, except those parcels which may have opted out as permitted under §82-12(d)2 of this Chapter.
 - b. *Nicolet Square District* means those real properties abutting Main Ave to the North, Third Street to the East, Reid Street to the South and Fourth Street to the West, in particular the following Parcels: WD-906, WD-907, WD-908, WD-909, WD-910, WD-911, WD-912, WD-913, WD-915, WD-917, WD-918, WD-919, WD-920, WD-921, WD-922, WD-923, WD-925, WD-930 and WD-931, except for those parcels which may have opted out as permitted under §82-12(d)2 of this Chapter.
- (3) *Dumpster* means a container designed and used for dumping, receiving and transporting recyclable materials and garbage. In this section, dumpster does not include polycart(s).
- (4) *Waste generator rate* means the rate assigned to the commercial use of the parcel as determined by Waste Management Practices-Municipal, Hazardous, and Industrial - Second Edition.

(c) *City to provide Common Collection Services.*

- (1) City shall provide common area(s) to place dumpster(s) for receiving and disposing of normal accumulations of commercial source recyclables and garbage generated by the owners and/or tenants of the parcels comprising the each Common Collection District. Further, city shall provide or contract to provide collectable recyclable and garbage dumpster collection and transportation services therefore. City shall allow owners of establishments in each District to place necessary grease collection containers in the common area(s), who shall be responsible for maintaining that area in a clean and orderly manner and for the proper and sanitary collection of the same by a service contractor.
- (2) Dumpsters in the common area shall be serviced by city or its contractor at such times and frequencies as necessary to maintain the area in a good, clean and sanitary condition. The collection limits and frequency found in section 82-2 of this chapter do not apply to the Common Collection Districts.
- (3) Only commercial source collectable recyclables and garbage, as defined in this Chapter shall be placed in the appropriate dumpsters, except that restaurant grease

is permitted when placed in the appropriate grease container provided as specified above.

- (4) The dumpsters in the common area(s) shall be used only by the owners and tenants of each respective District as defined in this section.
 - (5) The city shall collect all previously city issued polycarts from all properties in each District. No polycart shall be distributed to any parcel in any Common Collection District after the City collects the polycarts in that District. All parcels shall receive Common Collection services unless a property owner qualifies for and provides notice to city of their intent to opt out of such service under paragraph (d)2. Regulations found in subsections 82-4(a)(2), (c)(2), and (c)(4) of this chapter regarding polycarts do not apply to this section.
- (d) *Participation in city provided collection service.*
- (1) Except as provided herein, all parcels in a Common Collection District shall be provided Common Collection Services. A property owner meeting all of the requirements of paragraph (2) below may provide written notice of their intent to opt out of the city provided Common Collection Service and to be responsible for their own safe and sanitary collectible recyclable and garbage collection service. Notice shall be as provided in paragraph (2) below.
 - (2) A property owner may opt out of the Common Collection Service provided by the city only if all of the following apply:
 - a. The parcel for which the owner opts out is of sufficient size and shape such that all private collection receptacles and the enclosure therefore are located entirely upon such parcel and enclosed in accordance with all of the following requirements:
 - i. Use of such enclosure shall be limited to the storage of private collection receptacles.
 - ii. The enclosure shall be 100 percent impervious to sight.
 - iii. The enclosure shall be equipped with a gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which matches the primary structure. Chain link fence with slats is not permitted.
 - iv. The enclosure shall be at least one foot higher than the receptacle(s) but no higher than six feet. No refuse or recycle may be stored higher than the enclosure.
 - v. The refuse recycle storage area shall have a compliant hard surface (gravel is not allowed).
 - vi. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.

- b. The parcel owner shall provide written notice of opt out to the director of public works on or before October 1 of the year preceding the effective date of the opt out. Once the opt out is effective, the opt out shall continue until the owner of the parcel provides the director of public works with a request to terminate the opt out on or before October 1 of any year. If the termination request is approved by the director of public works (whose approval shall not be unreasonably withheld), the termination shall be effective January 1 of the subsequent year.
- (e) *Assessment for city Common Collection services.* All property owners in a Common Collection District except those opted out shall be charged for all costs associated with providing and maintaining the common areas for recyclables and garbage and for all costs associated with providing collection, transportation and disposal services for recyclables. The director of public works shall annually determine the costs of providing the Common Collection Service utilizing the waste generator rate determined by the most current edition of Waste Management Practices - Municipal, Hazardous, and Industrial. The charge for services rendered to the parcels as described shall be placed as a special charge against the tax roll for such parcel each year as provided by Wis. Stats. § 66.0627.

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

Section 5. This ordinance shall take effect on December 1, 2019.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of November, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 10/7/2019

Publication Date: _____

Effective Date: _____

Sec. 82-2. - Collection limits and frequency.

- (a) Effective June 1, 2017, city shall not collect garbage or collectable recyclables for parcels which create in excess of two large polycarts on a garbage only collection cycle or three large polycarts on garbage recycling collection cycle. The property owner or designated agent shall be responsible for the proper and sanitary storage, collection and transportation of garbage and collectable recyclables generated, all in accordance with federal, state and local regulations. **The city shall not collect from any parcel which receives private garbage and/or recyclable collection services.**
- (b) Residential source. Garbage from a residential source shall be collected by the city once each week. Collectable recyclables from a residential source shall be collected once every two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:
 - (1) *Garbage collection only cycle:*
 - a. Single family residence: two garbage polycarts at a maximum of 200 pounds each.
 - b. Two, three or four unit residence: one garbage polycart per unit at a maximum of 200 pounds each.
 - (2) *Garbage and recyclable collection cycle:*
 - a. Single family residence: three polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
 - b. Two, three or four unit residence: two polycarts per unit, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
- (c) Multifamily source. Garbage and collectable recyclables shall not be collected from any multifamily source. All owners or designated agents of multifamily dwellings shall be responsible for the proper and sanitary transportation of garbage and collectable recyclables generated from multifamily sources in compliance with all federal, state and local laws and regulations.
- (d) Commercial, institutional and manufacturing sources. Normal accumulations of garbage from commercial or manufacturing parcels shall be collected once each week. Normal accumulations of collectable recyclables shall be collected from a commercial or manufacturing source once each two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:
 - (1) Garbage collection only cycle: two garbage polycarts at a maximum of 200 pounds each.
 - (2) Garbage and recyclable collection cycle: three polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
- (e) Commercial sources in certain locations. Normal accumulations of garbage and collectable recyclables from commercial and manufacturing parcels located in Mission Square, Perrot Square, Marquette Square, the block bounded by Fourth, Fifth, Main and Reid, and the block bounded by Broadway, Front, George and James Streets, up to a maximum limit of five polycarts of solid waste at a maximum of 200 pounds each per parcel shall be collected once each week.
- (f) Other sources. Normal accumulations of garbage from municipal buildings and municipal public spaces shall be collected once per week by the city. Collectable recyclables from the sources stated in this subsection shall be collected once every two weeks.
- (g) Construction debris. Construction debris shall not be picked up by the city. It shall be the responsibility of the owner and/or contractor to properly dispose of construction debris as provided by law.

(Ord. No. 16-12, 7-19-2016)

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Sec. 82-12. - ~~Nicolet Square~~ Recyclable and Garbage Common Collection Service Districts ~~created~~
~~created.~~

- (a) *Purpose.* The common council finds that ~~continued~~ city ~~curbside~~ collection of commercial source recyclables and garbage has led to the proliferation of recycling and garbage carts in the city's downtown commercial areas, resulting in access restrictions to businesses and public parking areas and sanitary and aesthetic concerns. Further, commercial building footprints in the historic downtown commercial areas typically encumber the entire parcel, leaving little or no room for public or private refuse container storage or screening, allowing few options to avoid the detrimental impact caused by the presence of individual recycle and garbage carts on collection days or when stored between collection days.

Wis. Stats §66.0405 authorizes the city to create district(s) for the collection of refuse defined by type of property. ~~Although both the east and west side~~ The City's commercial business areas exhibit the detrimental impact on aesthetics and access caused by multiple containers on public parking property each collection day. ~~The initial Common Collection Service area of the Nicolet Square area has shown Common Collection Services to be an efficient and effective in alleviating aesthetic blight and access problems while delivering quality services to property owners. , the number of commercial businesses properties contributing to the problem on the east side is far less than on the west side. Further, the configuration of business properties on the west side is compact due to the presence of the Nicolet Square Parking Mall, providing the city an opportunity to implement a novel approach to prevent the deleterious effects the proliferation of recyclable and garbage containers has on the historic downtown commercial properties. The Common Council is mindful that it has not before set apart public property for the purpose of recyclable and garbage collection by a private waste hauler, and wishes to determine the effectiveness of the action prior to expanding the program.~~

~~Therefore, deeming it prudent to establish one such common collection district at this time to determine the efficiency and effectiveness of the collection method, the common council therefore creates Common Collection Districts in the City. hereby creates the Nicolet Square Recyclable and Garbage collection District ("the Nicolet Square District").~~ In circumstances where the provisions of this section are in conflict with other sections of this chapter, the provisions of this section shall control.

- (b) *Definitions.* When used in this section, the following definitions shall apply:

- (1) *Common area* means the location(s) identified by the city where it will place dumpster(s) for collecting commercial source recyclables and garbage from ~~each the Nicolet Square~~ District.

- (2) *Common Collection Districts.* The city hereby creates the following Common Collection Districts:

a. *Marquette Square District* means those real properties identified as: ED-857, ED-850, ED-848, ED-847, ED-842, ED-841, ED-840, ED-837 and ED-836, except those parcels which may have opted out as permitted under §82-12(d)2 of this Chapter.

b. *Nicolet Square District* means those real properties abutting Main Ave to the North, Third Street to the East, Reid Street to the South and Fourth Street to the West, in particular the following Parcels: WD-906, WD-907, WD-908, WD-909, WD-910, WD-911, WD-912, WD-913, WD-915, WD-917, WD-918, WD-919, WD-920, WD-921, WD-922, WD-923, WD-925, WD-930 and WD-931, except for those parcels which may have opted out as permitted under §82-12(d)2 of this Chapter.

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- (2) *Dumpster* means a container designed and used for dumping, receiving and transporting recyclable materials and garbage. In this section, dumpster does not include polycart(s).

~~(43) Nicolet Square District shall mean those real properties abutting Main Ave to the North, Third Street to the East, Reid Street to the South and Fourth Street to the West, in particular the following Parcels: WD-906, WD-907, WD-908, WD-909, WD-910, WD-911, WD-912, WD-913, WD-915, WD-917, WD-918, WD-919, WD-920, WD-921, WD-922, WD-923, WD-925, WD-930 and WD-931, except for those parcels which may have opted out as permitted under §82-12(d)2.~~

- (4) *Waste generator rate* means the rate assigned to the commercial use of the parcel as determined by Waste Management Practices-Municipal, Hazardous, and Industrial - Second Edition.

(c) *City to provide eCommon eCollection sServices.*

- (1) ~~Commencing January 1, 2018, eCity~~ shall provide common area(s) for placing dumpster(s) for receiving and disposing of normal accumulations of commercial source recyclables and garbage generated by the owners and/or tenants of the parcels comprising the each Common Collection District. ~~Nicolet Square District~~. Further, city shall provide or contract to provide collectable recyclable and garbage dumpster collection and transportation services therefore. City shall allow owners of establishments in each the Nicolet Square District to place necessary grease collection containers in the common area(s), who shall be responsible for maintaining that area in a clean and orderly manner and for the proper and sanitary collection of the same by a service contractor.
- (2) Dumpsters in the common area shall be serviced by city or its contractor at such times and frequencies as necessary to maintain the area in a good, clean and sanitary condition. The collection limits and frequency found in section 82-2 of this chapter do not apply to the eCommon eCollection sService to the Nicolet Square Districts.
- (3) Only commercial source collectable recyclables and garbage, as defined in this Chapter section 82-1 DPMC shall be placed in the appropriate dumpsters, except that restaurant grease is permitted when placed in the appropriate grease container provided as specified above.
- (4) The dumpsters in the common area(s) shall be used only by the owners and tenants of each repsective the Nicolet Square District as defined in this section.
- (5) The city shall collect all previously city issued polycarts from all each propertiesy in the Nicolet Square each District. No polycart shall be distributed to any parcel in any Common Collection District after the City collects the polycarts in that District..the Nicolet District after December 31, 2017. All parcels shall receive the cityCommon eCollection sServices described above commencing January 1, 2018 unless a property owner qualifies for and provides notice to city of their intent to opt out of such service under paragraph (d)2. ~~After December 31, 2017, r~~Regulations found in subsections 82-4(a)(2), (c)(2), and (c)(4) of this chapter regarding polycarts do not apply to this section.

(d) *Participation in city provided collection service.*

- (1) Except as provided herein, all parcels in the Common Collection DistrictsNicolet Square District shall be provided cityCommon eCollection sServices. A property owner meeting all of the requirements of paragraph (2) below may provide written notice of their intent to opt out of the city provided Common eCollection sService and to be responsible for their own safe and sanitary collectible recyclable and garbage collection service. Notice shall be as provided in paragraph (2) below.
- (2) A property owner may opt out of the eCommon eCollection sService provided by the city only if all of the following apply:

- a. The parcel for which the owner opts out is of sufficient size and shape such that all private collection receptacles and the enclosure therefore are located entirely upon such parcel and enclosed in accordance with all of the following requirements:
 - i. Use of such enclosure shall be limited to the storage of private collection receptacles.
 - ii. The enclosure shall be 100 percent impervious to sight.
 - iii. The enclosure shall be equipped with a gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which matches the primary structure. Chain link fence with slats is not permitted.
 - iv. The enclosure shall be at least one foot higher than the receptacle(s) but no higher than six feet. No refuse or recycle may be stored higher than the enclosure.
 - v. The refuse recycle storage area shall have a compliant hard surface (gravel is not allowed).
 - vi. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.
- b. The parcel owner shall provide written notice of opt out to the director of public works on or before October 1 of the year preceding the effective date of the opt out. Once the opt out is effective, the opt out shall continue ~~until~~unless the owner of the parcel provides the director of public works with a request to terminate the opt out on or before October 1 of any year. If the termination request is approved by the director of public works (whose approval shall not be unreasonably withheld), the termination shall be effective January 1 of the subsequent year.
- (e) *Assessment for city ~~Common e~~Collection services.* All property owners in the Common Collection Districts~~Nicolet Square District~~ except those opted out shall be charged for all costs associated with providing and maintaining the common areas for recyclables and garbage and for all costs associated with providing collection, transportation and disposal services for recyclables. The director of public works shall annually determine the costs of providing the ~~e~~Common ~~e~~Collection ~~s~~Service utilizing the waste generator rate determined by the most current edition of Waste Management Practices - Municipal, Hazardous, and Industrial. ~~—Second Edition.~~ The charge for services rendered to the parcels as described shall be placed as a special charge against the tax roll for such parcel each year as provided by Wis. Stats. § 66.0627.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #19-22 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

The Board of Public Works at the October 7, 2019 meeting approved ordinance changes to include “Vehicle with Trailer Parking Only”, ordinance changes and signage to restrict parking on Ryan Road, ordinance changes and signage to restrict parking on Enterprise Drive, ordinance changes and signage to restrict parking on Drift Inn Drive, ordinance changes and signage to restrict parking on Suburban Drive, mid-block bump-outs and RREBs on Grant Street, Ninth Street, and Superior Street, ordinance changes and parking sign installation on Drift Inn Drive, ordinance changes and signage on Superior Street to limit traffic to one-way, and pavement markings on Michigan Avenue and moved to send to Common Council for approval. The motion passed with a 5-0 vote.

The Board of Public Works at the October 7, 2019 meeting approved not installing the Drive Slow sign on Samantha Drive by Samantha Park, but denied installing a park warning sign, resulting in no signage to be installed and moved to send to the Common Council for approval. The motion passed 4-1 with Alderperson Hansen voting no.

ATTACHMENTS:

- Ord19-22 (DOCX)
- 2019 1007-CI-BOPW-PTTeam-Recommendations 2 (DOCX)
- Bomier Parking (PDF)
- Fox Point Parking (PDF)
- Perkofski Parking (PDF)
- Drift Inn Drive (PDF)
- Park sign listing (PDF)

ORDINANCE #19-22

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

Section 1: Section 150-23, Schedule B (Stop Intersections/Right Turn No Stop) is hereby amended as follows:

ADDITION:

<i>Traffic On</i>	<i>Stops At</i>
Drift Inn Drive	Hwy. 41 (Ashland Avenue)
Drift Inn Drive	Parkview Road

Section 2: Section 150-23, Schedule D (One-Way Traffic) is hereby amended as follows:

ADDITION:

<i>Streets</i>		
<i>Street/Direction</i>	<i>From</i>	<i>To</i>
Superior Street (southbound)	George Street	Charles Street

Section 3: §150-22(7), *Posted/regulated areas*, is hereby amended by adding “y. Vehicle with trailer parking only” to the list of regulations.

Section 4: Section 150-23, Schedule G (Parking) is hereby amended as follows:

Creating “Vehicle with Trailer Parking Only” and inserting after “Parking Lots”:**VEHICLE WITH TRAILER PARKING ONLY**

<i>Vehicle with Trailer Parking Only</i>			
<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking ROW/From Dir.</i>	<i>Located No. of Stalls/From Dir.</i>
Bomier Boat Launch	6	2/E	1/S through 6/S
Bomier Boat Launch	7	3/E	1/S thru 7/S
Fox Point Boat Landing	2	1/N	1/W thru 2/W
Fox Point Boat Landing	24	1/E	2/S thru 25/S

Ordinance #19-22

Page 2 of 3

Fox Point Boat Landing	20	2/E	1/S thru 20/S
Fox Point Boat Landing	20	3/E	1/S thru 12/S and 14/S thru 21/S
Fox Point Boat Landing	12	4/E	1/S thru 12/S
Fox Point Boat Landing	12	5/E	1/S thru 12/S
Perkofski Boat Ramp	12	1/N	1/W thru 12/W

ADDITIONS:

<i>No standing, stopping or parking between signs</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Ryan Road	W	460' S/O Diversity Drive	180' S/O South Melcorn Circle

<i>NO PARKING</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Drift Inn Drive	E	Ashland Avenue	Parkview Road
Drift Inn Drive	S	410'/W Suburban Court Extended	200'/W Suburban Court Extended
Drift Inn Drive	W	Ashland Avenue	Parkview Road
Enterprise Drive	W	700' S/O Prosper Street	340' S/O Prosper Street
Suburban Drive	N	410'/W Suburban Court	200'/W Suburban Court

DELETIONS:

<i>NO PARKING</i>			
<i>No standing or stopping</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Ryan Road	E	Diversity Drive	800' N/O Diversity Drive

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Ordinance #19-22
Page 3 of 3

Section 6: 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
October, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 10/7/2019

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

Public Works - Engineering Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org



City Engineer Parking and Traffic Recommendations August 28, 2019 Meeting

Parking and Parking Lot Items:

1. Some of the parking stalls in the boat launches are designated "Vehicle with Trailer Parking Only". This is not in the City ordinance.



Recommendation:

- The above sign does not exist in our ordinance. Staff recommends the ordinance be updated to include this sign designation along with the applicable locations as follows:

Insert under Parking Lots:

Vehicle with Trailer Parking Only

<i>Vehicle with Trailer Parking Only</i>			
<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking ROW/From Dir.</i>	<i>Located No. of Stalls/From Dir.</i>
<i>Bomier Boat Launch</i>	<i>6</i>	<i>2/E</i>	<i>1/S thru 6/S</i>
<i>Bomier Boat Launch</i>	<i>7</i>	<i>3/E</i>	<i>1/S thru 7/S</i>
<i>Fox Point Boat Landing</i>	<i>2</i>	<i>1/N</i>	<i>1/W thru 2/W</i>

<i>Fox Point Boat Landing</i>	<i>24</i>	<i>1/E</i>	<i>2/S thru 25/S</i>
<i>Fox Point Boat Landing</i>	<i>20</i>	<i>2/E</i>	<i>1/S thru 20/S</i>
<i>Fox Point Boat Landing</i>	<i>20</i>	<i>3/E</i>	<i>1/S thru 12/S and 14/S thru 21/S</i>
<i>Fox Point Boat Landing</i>	<i>12</i>	<i>4/E</i>	<i>1/S thru 12/S</i>
<i>Fox Point Boat Landing</i>	<i>12</i>	<i>5/E</i>	<i>1/S thru 12/S</i>
<i>Perkofski Boat Ramp</i>	<i>12</i>	<i>1/N</i>	<i>1/W thru 12/W</i>

2. Add a parking restriction on the west side of Ryan Road and allow parking on the east side with the reconstruction.
- Ryan Road was reconstructed this summer. Parking lanes were added to the east side. The street was designed without parking on the west side to prohibit students from being dropped off on the opposite from the school. Currently there are no restrictions on the west side in the ordinance. No restrictions are being placed on the east side at this time. PD has been working with the school and monitoring use of the parking area.

Recommendation:

- Staff recommends the ordinance be updated for parking as follows:

No Standing, Stopping or Parking Between Signs.

Insert:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Ryan Road</i>	<i>W</i>	<i>460' S/O Diversity Drive</i>	<i>180' S/O South Melcorn Circle</i>

No Standing or Stopping.

Delete:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Ryan Road</i>	<i>E</i>	<i>Diversity Drive</i>	<i>800' N/O Diversity Drive</i>

3. Restrict Parking on Enterprise near Durr-MEGTEC northerly entrance.
- Durr-MEGTEC receives oversized loads on a regular basis. If a vehicle were parked near the entrance, truck access will be restricted.

Recommendation:

- Staff recommends the ordinance be updated for parking as follows:

No Parking.

Add:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Enterprise Drive</i>	<i>W</i>	<i>700' S/O Prosper Street</i>	<i>340' S/O Prosper Street</i>

4. Parking on Drift Inn Drive (formerly Parkview)

- Parkview Road has been realigned by the Wisconsin Department of Transportation. The new street has been named Drift Inn Drive. Even though this is not a truck route, the street was designed to accommodate trucks on the curves.

Recommendation:

- Staff recommends the ordinance be updated for parking as follows:

No Parking.

Add:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Drift Inn Drive</i>	<i>E</i>	<i>Ashland Avenue</i>	<i>Parkview Road</i>
<i>Drift Inn Drive</i>	<i>W</i>	<i>Ashland Avenue</i>	<i>Parkview Road</i>

5. Restrict parking near the driveway for 1733 Suburban Drive. They are having issues with truck access due to parked vehicles.

- Staff evaluated the driveway using computer software to analyze the turning radius of a semi-truck.

Recommendation:

- Staff recommends the ordinance be updated for parking as follows:

No Parking.

Add:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Suburban Drive</i>	<i>N</i>	<i>410'/W Suburban Court</i>	<i>200'/W Suburban Court</i>
<i>Suburban Drive</i>	<i>S</i>	<i>410'/W Suburban Court Extended</i>	<i>200'/W Suburban Court Extended</i>

Pedestrian and Bicycle Items

6. Discuss proposed mid-block crossings at the following locations.

- Grant Street at WDPHS
 - Ninth Street at WDPMS
 - Superior Street at Notre Dame
- Modifications are being made at three different schools. Traffic impact analysis' (TIA's) were completed for each school due to increased traffic. The TIA's recommended mid-block pedestrian crosswalks with bump-outs at each school entrance on Grant, Ninth, and Superior. Staff concurs with the mid-block

crossings and proposed bump-outs. In addition, staff recommends the installation of Rapid Rectangular Flashing Beacons (RRFB's). After school modifications are completed, these locations are anticipated to meet the requirements for a crosswalk of over 20 people crossing in any given hour.

Recommendation:

- Staff recommends approval of the mid-block crossings with bump-outs and RRFB's be approved. These facilities will be funded by the schools, and built by the City to coincide with school construction.

Traffic Signals and Stop Signs

7. New Stop Signs on Drift Inn Drive due to Parkview Realignment

- Parkview Road has been realigned by the Wisconsin Department of Transportation. The new street has been named Drift Inn Drive. WisDOT is installing two stop signs on Drift Inn Drive with one at Ashland Avenue and the Second at Parkview Road.

Recommendation:

- Staff recommends the ordinance be updated for stop signs as follows:

Stop Intersections/Right Turn No Stop

Insert:

<i>Traffic On</i>	<i>Stops At</i>
<i>Drift Inn Drive</i>	<i>Hwy. 41 (Ashland Avenue)</i>
<i>Drift Inn Drive</i>	<i>Parkview Road</i>

Other

8. Convert Superior Street to one way – southbound only.

- Notre Dame Elementary School is being reconstructed as an elementary and middle school. The school has requested modifications to Superior Street to accommodate the changes. These modifications include conversion to a one way street. This was approved as part of the site plan process.

Recommendation:

- Staff recommends the ordinance be updated for a one way street as follows:

Schedule D

One-Way Traffic

Insert:

<i>Street/Direction</i>	<i>From</i>	<i>To</i>
<i>Superior Street</i>	<i>George Street</i>	<i>Charles Street</i>

9. Request for a “Park” or “Drive Slow” sign on Samantha Drive at Samantha Park.
- Traffic speed was reviewed at this location. 95% of the vehicles are traveling less than 31 mph. Speed is not an issue.
 - There are several large apartment complexes that may result in a higher turnover of residents in the area.
 - There is no consistency for signing parks. A review was done in the City with 9 parks being signed and 14 not signed. A list is attached.

Recommendation:

- Staff is opposed to “Drive Slow” sign. Staff questions the need for a park warning sign but is not opposed to a park warning sign being installed.

10. Install pavement marking on the west side of Michigan Street between Merrill Street and the first driveway south. This area is currently designated No Stopping, Standing, or Parking.

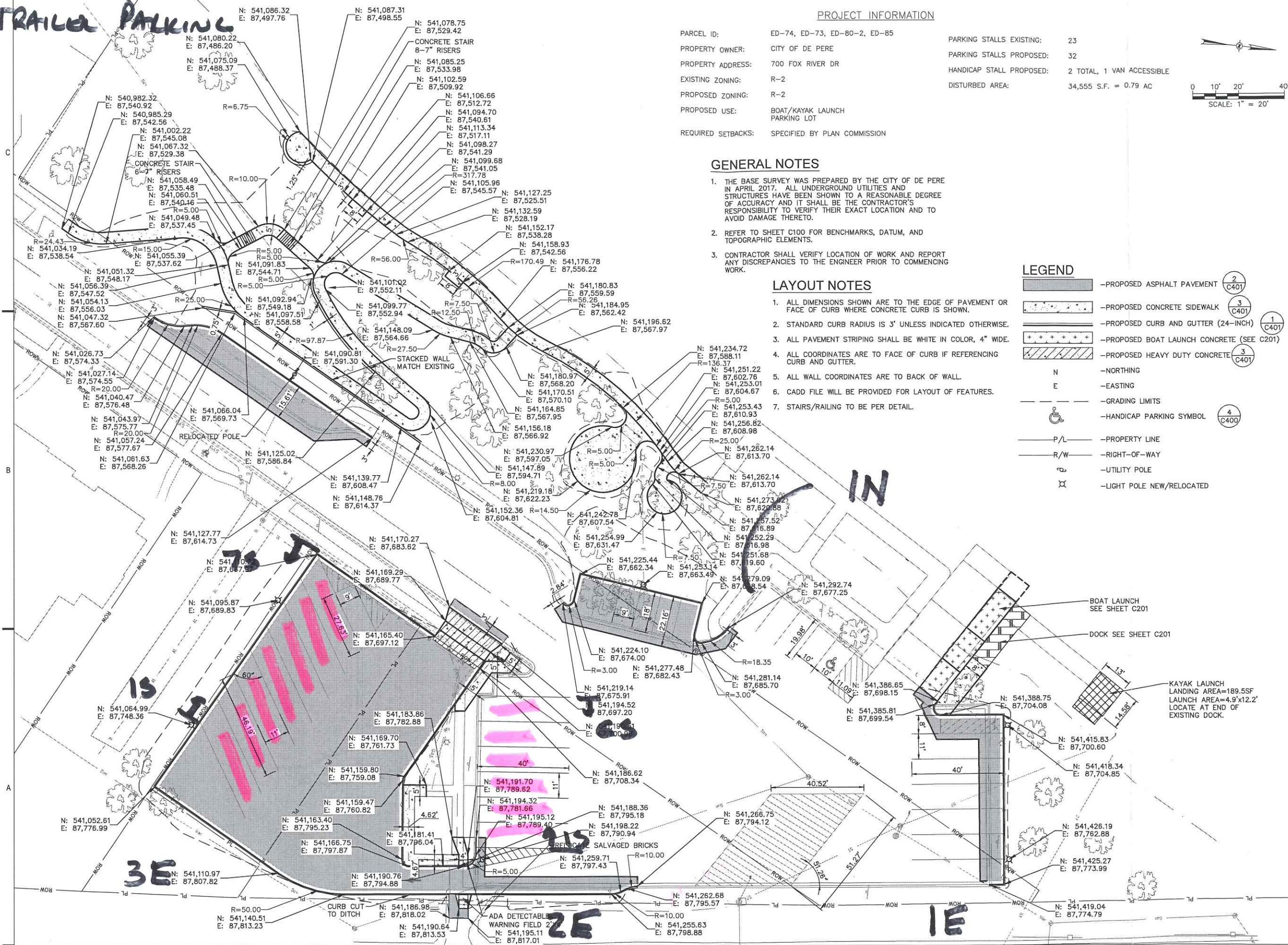
- This area is signed, but continues to be a problem with people stopping for pick-up or drop-off.

Recommendation:

- Paint dashes in this area to emphasize that parking is not permitted.

BOMIER BOAT LAUNCH

TRAILER PARKING



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GRaEF

1150 Springhurst Drive,
Suite 201
Green Bay, WI 54304-5947
920 / 592 9440
920 / 592 9445 fax

www.graef-usa.com

CONSULTANTS:

PROJECT TITLE:

BOMIER BOAT LAUNCH

700 FOX RIVER DR
DE PERE, WI 54115

NO. DATE REVISIONS BY

PROJECT INFORMATION:

PROJECT NUMBER: 19-22
DATE: 02-22-19
DRAWN BY: CEP
CHECKED BY: PJS
APPROVED BY: PJS
SCALE: AS NOTED

SHEET TITLE:

SITE LAYOUT, UTILITY, AND
PAVING PLAN

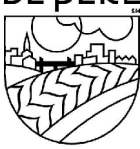
SHEET NUMBER:

C200

Packet Pg. 76

Attachment: Bomier Parking (8840 : Ordinance #19-22 Amending Chapter 150 DPMC Regarding Traffic Regulations)



DE PERE

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

FOX POINT
PARKING STALL
LAYOUT

DATE: 9-2018
BY: BK
CHECKED: EPP



DE PERE

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

PERKOFSKI
PARKING STALL
LAYOUT

DATE: 9-2018
BY: BK
CHECKED: EPR

2

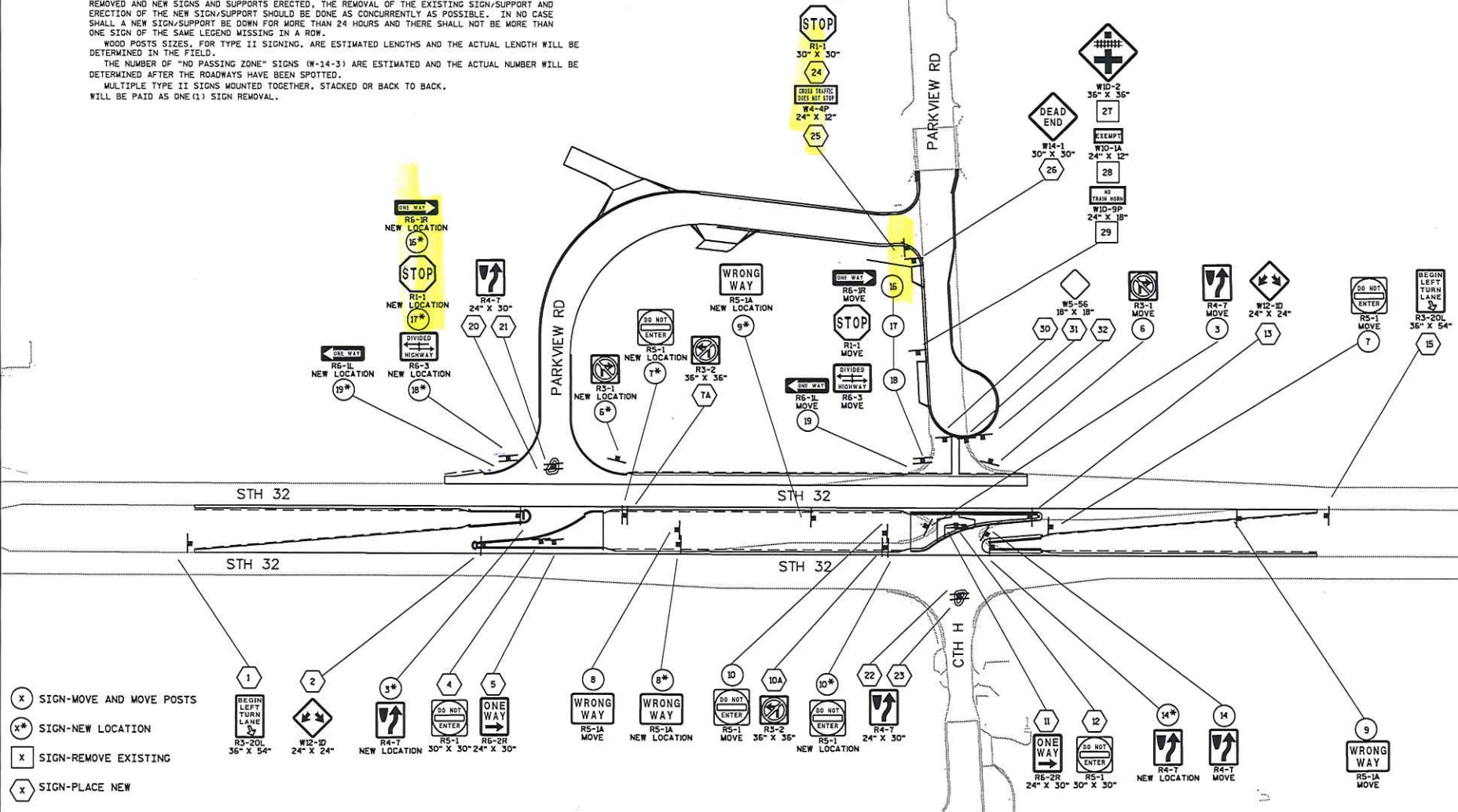
SIGNING NOTES

WHEN AN EXISTING STOP SIGN AND SUPPORT IS TO BE REMOVED AND A NEW STOP SIGN AND SUPPORT ERECTED THE WORK SHALL BE DONE CONCURRENTLY. FOR OTHER SIGNS AND SUPPORTS THAT ARE TO BE REMOVED AND NEW SIGNS AND SUPPORTS ERECTED, THE REMOVAL OF THE EXISTING SIGN/SUPPORT AND ERECTION OF THE NEW SIGN/SUPPORT SHOULD BE DONE AS CONCURRENTLY AS POSSIBLE. IN NO CASE SHALL A NEW SIGN/SUPPORT BE DOWN FOR MORE THAN 24 HOURS AND THERE SHALL NOT BE MORE THAN ONE SIGN OF THE SAME LEGEND MISSING IN A ROW.

WOOD POSTS SIZES, FOR TYPE II SIGNING, ARE ESTIMATED LENGTHS AND THE ACTUAL LENGTH WILL BE DETERMINED IN THE FIELD.

THE NUMBER OF "NO PASSING ZONE" SIGNS (W-14-3) ARE ESTIMATED AND THE ACTUAL NUMBER WILL BE DETERMINED AFTER THE ROADWAYS HAVE BEEN SPOTTED.

MULTIPLE TYPE II SIGNS MOUNTED TOGETHER, STACKED OR BACK TO BACK, WILL BE PAID AS ONE (1) SIGN REMOVAL.



PROJECT NO: 4190-16-73

HWY: STH 32

COUNTY: BROWN

PERMANENT SIGNING

SHEET

E

FILE NAME : N:\spc\traffic\SIGNING\Projects\4190-16-01 parkview\41901601_SIGNPLAN.dgn

PLOT DATE : 31-JAN-2018 11:31

PLOT BY : dotets

PLOT NAME :

PLOT SCALE : 100:1

WISDOT/CADDs SHEET 42

CITY OF DE PERE

Engineering

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org



City of De Pere Park Warning Sign Summary June 4, 2019

Park	Park Warning Sign
Bicentennial Park	None
Braisher Park	N. Adams Street
Carney Park	- Outward Avenue - Monterey Trail
De Pere Dog Park	None
Jim Martin Park	Corner of S. Libal Street and O'Hearn Lane
Kelly Danen Park	- Cedar Street N. Tenth Street
Kiwanis Park	None
Lawton Park	None
Legion Park	Charles Street
Lions Trailside Park	None
Optimist Park	S. Erie Street - Cook Street
Patriot Park	Colleen Lane
Rainbow Park	None
Rotary Park	None
Rusk Park	None
Samantha Park	None
Southwest Park	None
VFW Park	Allard Street
Voyageur Park	None
Wells Park	None
Wilcox Park	None
Willems Park	None
Wilson Park	Fourth Street

Attachment: Park sign listing (8840 : Ordinance #19-22 Amending Chapter 150 DPMC Regarding Traffic Regulations)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-113 Authorizing Agreement for Contractor Services Between the City of De Pere and Kent Hutchinson (Nicolet Square Infinity Planters).

The Board of Public Works at the October 7, 2019 meeting approved the Nicolet Square Planter Project and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

Definitely De Pere has submitted for approval the project concept for installation of planters in Nicolet Square. (See attached submittals from Definitely De Pere). The cost for these planters is \$15,000 and was budgeted for in the 2019 TID #9 budget. In addition, an agreement will need to be drafted and executed with the artist fabricating and installing the planters.

Staff recommends approving the fabrication and installation of the planters as outlined in Definitely De Pere's submittal. In addition, there needs to be an execution of an agreement which will be drafted by the City Attorney and presented to Council for approval.

ATTACHMENTS:

- Reso19-113 (DOCX)
- Contractor Agreement Nicolet Square Infinity Planters (PDF)
- Exhibit A-Contractor Agreement-Infinity Planters (PDF)
- Exhibit B-Contractor Agreement-Infinity Planters (PDF)
- Nicolet Square Planter Project (PDF)
- Nicolet Square Planter (PDF)
- Nicolet Square Planter Locations (PDF)

RESOLUTION #19-113

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE CITY OF DE PERE AND KENT HUTCHINSON
(Nicolet Square Infinity Planters)

WHEREAS, the City is in need of contractor services to aesthetically improve the public pedestrian walkway abutting the north side of the Nicolet Square Parking Mall; and

WHEREAS, Kent Hutchinson is available and offers to provide qualified personnel and equipment necessary to accomplish such services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Contractor Services, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of October, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**AGREEMENT FOR CONTRACTOR SERVICES
(Nicolet Square Infinity Planters)**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2019, by and between the City of De Pere (“City”) and Kent Hutchinson (“Contractor”).

WITNESSETH

WHEREAS, City wishes to aesthetically improve the public pedestrian walkway abutting the north side of the Nicolet Square Parking Mall, shown on the map attached and incorporated as Exhibit A, with six (6) Infinity Planters; and

WHEREAS, Contractor is available and offers to provide qualified personnel and equipment necessary to accomplish such services within the required timeframe.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECTS

The Work contracted for hereunder is comprised of the six (6) Infinity Planters Contractor is creating for City and City is purchasing from Contractor, all as described in the Nicolet Square Streetscape Project Proposal, attached hereto and incorporated herein as Exhibit B. If there is a conflict between the terms of Exhibit B and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONTRACT SERVICES

- A. Contractor is an independent contractor and is not employed by, nor is an agent of, City. Contractor shall provide City with its Tax Identification Number and other documentation City deems necessary.
- B. Contractor agrees to perform the services as described in Exhibit B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the additional scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.
- C. Obligation of Contractor in addition to Exhibit B:
 - 1. Contractor shall perform all services required and provide all materials, supplies and equipment necessary for the design and creation of the work, all of which are included in the compensation/commission set forth in ¶ VIII.
 - 2. Contractor shall provide a description of all materials and products utilized and provide photographic documentation of the work.

3. Contractor shall take all steps necessary to install the planters at or about the locations identified on Exhibit A. Installation shall conform to the load specifications identified in Exhibit B.
4. Any change Contractor deems necessary to enhance the composition or color of the work shall be deemed for the good of the work and at no additional charge to City.

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS AND COMPLETION

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

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

V. OWNERSHIP OF WORK

Intellectual property, title to and ownership of the Work shall remain with Contractor. City's purchase of the work includes a license for its intended use. Further, Contractor grants City an irrevocable license to reproduce images of the Work for City promotional activities, including photographs or other images of the Work used on the City's website, social media outlets and other forms of communication by City to encourage and promote activities in the City.

Contractor acknowledges that, as a Contractor to City, Wis. Stats. §19.36(3) requires that records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Contractor for the reasonable costs incurred in complying with this paragraph. Contractor also agrees to indemnify the City from all costs City incurs should Contractor fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Contractor understands that, during the course of work under this contract, Contractor may become privy to confidential information of City. Contractor shall maintain the confidentiality of all information specifically designated confidential by City unless withholding

such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Contractor's work hereunder shall be completed no later than November 29, 2019. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay their response time, Contractor shall so inform the City in writing as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept as compensation a commission of not to exceed \$15,000 as identified in Exhibits A and B. City shall pay Contractor 50% of the commission upon execution of this Agreement and 50% upon completion of the work. If the parties agree to additional work under this Agreement, such compensation for such additional work shall be as agreed upon by the City and Contractor and set forth in the written amendment under Section I of this Agreement.

IX. NON-DISCRIMINATION

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

X. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.

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

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

XI. ALLOCATION OF RISKS

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

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

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

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

XIV. INTEGRATION

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

XV. JURISDICTION

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

XVI. SUSPENSION OF WORK

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

XVII. TERMINATION OF WORK

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

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

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

XVIII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a

lien arising out of the 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. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XIX. NOTICES

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

If to City:

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

With a copy to:

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

If to Contractor:

Keith Hutchinson
1633 East Mason Street
Green Bay, WI 54302

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

Keith Hutchinson

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Carey E. Danen



Infinity Planters

Nicolet Square

Nicolet Square Streetscape Project Proposal

Background

The Common Council approved allocating \$15,000 in streetscape funds for Nicolet Square. City staff has reviewed the proposal submitted by Definitely De Pere and is requesting BOPW and Council approval of the project.

Project Description

The Infinity Planter was designed to bring vertical dimension into unexpected spaces. The planter will provide year-round interest with holiday plantings, hanging vines, and vibrant seasonal flowers. The attached illustration shows the design for an artistic planter that will provide not only beauty but also a sense of art-place for Nicolet Square.

Art-place is an emerging concept employed by many forward-thinking cities to creatively engage their community, businesses, and visitors through the implementation of artistic elements that display visual continuity in a given area.

The planters will be fabricated out of stainless steel and aluminum. They will be weatherproof and long lasting. The bowl of the planter is designed to hold soil, vegetation and water.

The total height is 9 feet. The bottom clearance is about 7 ½ feet. The planter cone is 45 inches in diameter and 11 inches deep.

Locations

The attached map highlights the proposed locations for the planters.

Structural Specifications

We received the following opinion from Kevin Klarkowski, Structural Engineer with Performa:

- In addition to the planter's self-weight, I estimated wind overturning loads and included those.
- Anchors:
 - I assumed 3/8" diameter, with 3 ½" minimum embedment.
 - Capacities vary based on the particular manufacturer of the epoxy. That said, I used a representative product, and it calculated out OK.
 - In my calculations, I assumed anchor no closer than 2" from concrete edge or joint. Placement should conform to that or manufacturer's recommended minimum edge distance if greater.
- Base plate: I used a pretty simple analysis, but my recommendation would be for 3/8" vs. ¼" thickness. Depending on the particular aluminum alloy, bending stresses I calculated in the ¼" plate might creep up on what's allowable. A 3/8" plate will provide 2.25x the strength of ¼", reducing those stresses significantly.
- Placement on sidewalk: Following placement recommendation for the anchors noted above, there's sufficient effective sidewalk mass to prevent overturning of the planter pole.

Project Budget \$15,000

The budget includes design, fabrication and installation of 6 independent 10 feet tall planters. The Beautification Committee will fund all seasonal plants, winter decorations, and possible lighting for year-round interest.

1. Due to the unique nature of this proposal, it is requested that funds be allocated to the artist in the same process as approved for other streetscape and public art projects (50% upon execution of agreement and 50% upon project completion).

Timeline

Pending BOPW and Common Council approval, fabrication will begin late October and installation of the planters would occur late November.

Artist

Kent Hutchinson is a multidisciplinary artist and designer with over 15 years of experience in welding, carpentry and multimedia fabrication. Kent blends his formal education as a craftsman with his broad experience as an artist in his non-traditional approach to fabrication methodology. Kent offers the full range of project development from conceptualization to fabrication in the creation of sculptures and public art.

Requested BOPW Approvals

1. We are requesting approval of the project proposal.
2. We are requesting that 50% payment be provided upon execution of agreement with artist and 50% payment be provided upon project completion.

Nicolet Square Streetscape Project Proposal

Background

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Timeline

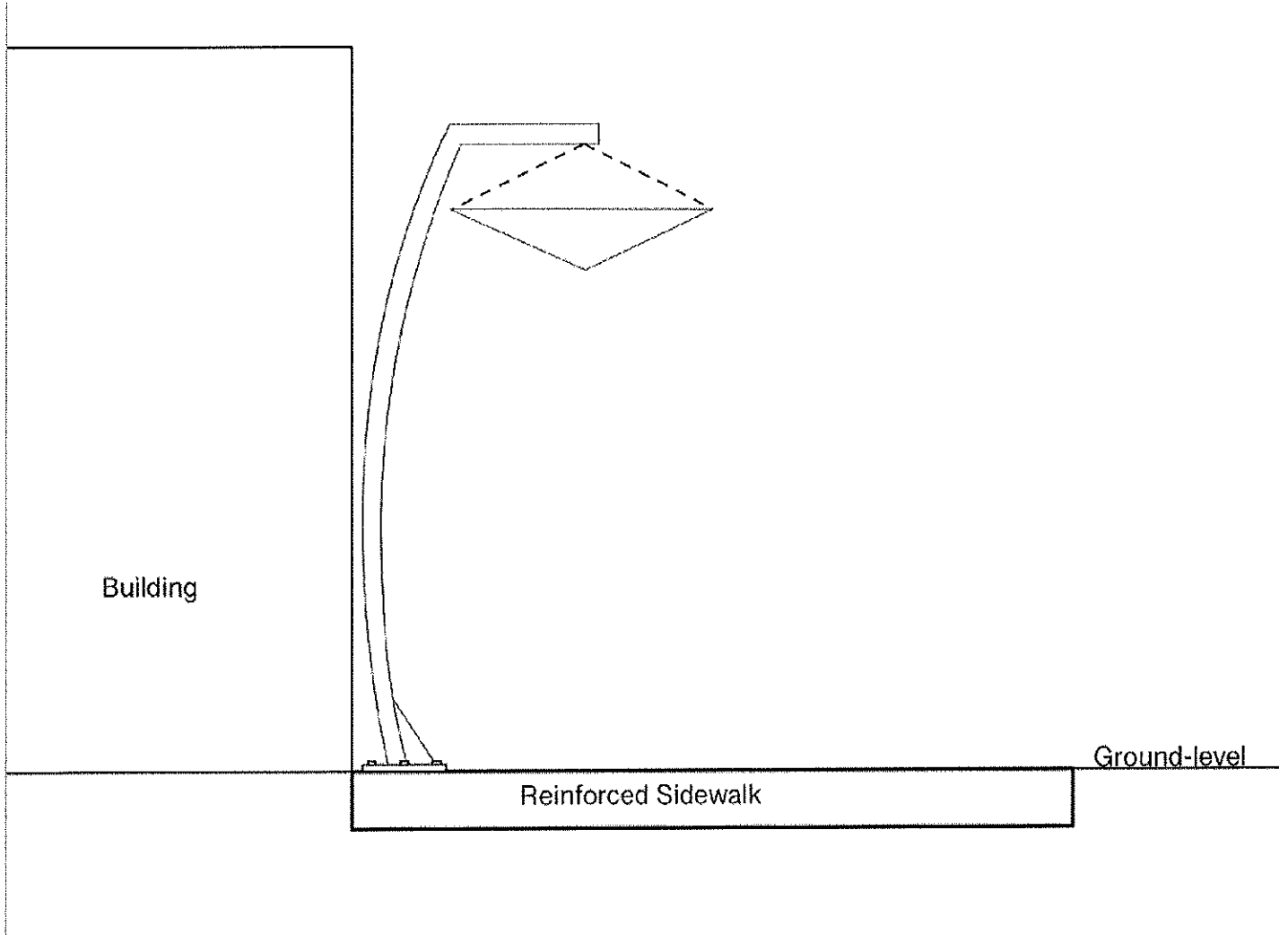
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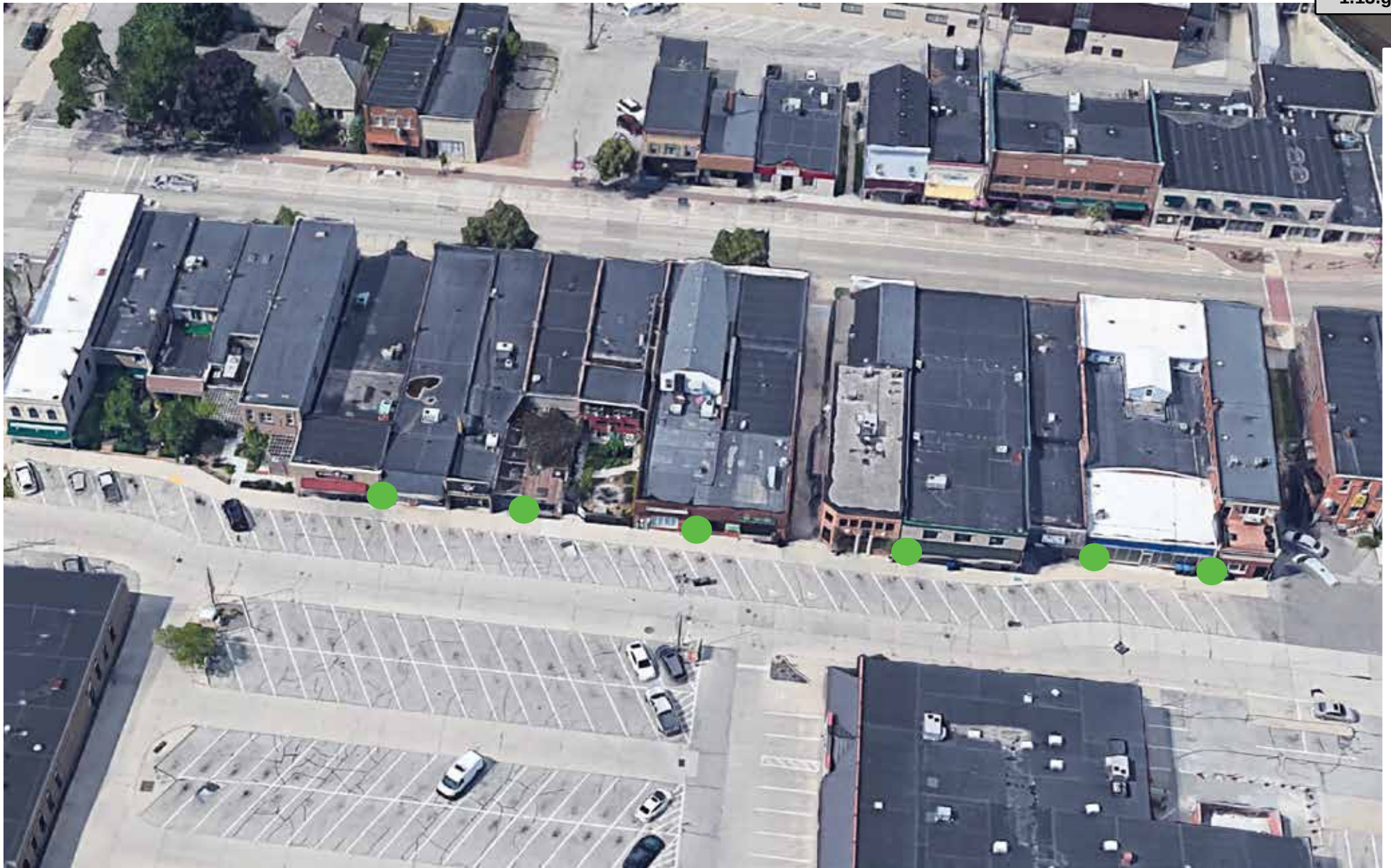
Artist

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Requested BOPW Approvals

1. We are requesting approval of the project proposal.
2. We are requesting that 50% payment be provided upon execution of agreement with artist and 50% payment be provided upon project completion.





Infinity Planters

Nicolet Square



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-114 Authorizing Agreement for Consulting Services Between the City of De Pere and JT Engineering, Inc. (Main Avenue and Eighth Street Traffic Signal Upgrades).

The Board of Public Works at the October 7, 2019 meeting approved the award for Main Avenue and Eighth Street Signal Upgrades to JT Engineering in the amount of \$25,490 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-114 (DOCX)
- Exhibit 1-Consultant Agreement-JT Engineering(Main Ave-Eighth St Signal Upgrade)10-8-19 (PDF)
- Exhibit A - CE_RFP_Main-Eighth_Signals-2019-09-06 (PDF)
- Exhibit B-2019 0927 CE_JT_DePere - Main and 8th street RFP - final (PDF)
- CI_BOPW_Main Avenue_&_8th_Signal_Upgrades_10-7-2019 (PDF)
- 2019 0927 CE_Cedar-Signals_DePere (PDF)
- 2019 0927 CE_REL_PR092419_De Pere_Signal Upgrades (PDF)

RESOLUTION #19-114

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND JT ENGINEERING, INC.
(Main Avenue and Eighth Street Traffic Signal Upgrades)

WHEREAS, the City is in need of contracting with an engineering firm to provide design and construction management services for Main Avenue and Eighth Street traffic signal upgrades; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Services Between the City of De Pere and JT Engineering, Inc., as is attached hereto and incorporated herein as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of October, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes:_____

Nays:_____

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND JT ENGINEERING, INC.
(Main Avenue and Eighth Street Traffic Signal Upgrades)**

THIS AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and JT Engineering, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of an engineering firm to provide design and construction management services for Main Avenue and Eighth Street traffic signal upgrades; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated September 27, 2019 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into this 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.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with necessary information concerning the project as are available and will pay for associated permitting fees.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum, with monthly invoicing based upon the percentage of work completed. Payment to the Consultant is due upon receipt of invoice by the City; however, the City will not issue more than one payment per month. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than

\$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

JT Engineering, Inc.
Attention: Robert Schuurmans, P.E.
1077 Centennial Centre Boulevard
Hobart, WI 54155

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

JT ENGINEERING, INC.

CITY OF DE PERE, WISCONSIN

By: _____
 Printed Name: _____
 Title: _____

By: _____
 Michael J. Walsh, Mayor

By: _____
 Printed Name: _____
 Title: _____

By: _____
 Carey E. Danen, City Clerk

J:\Law\Agreements\2019\Consultant Agreement-JT Engineering(Main Ave-Eighth St Signal Upgrade)10-8-19.docx

**Request for Proposals
For
Main Avenue and Eighth Street Signal Upgrades (WisDOT Signals and ITS Standalone Program)**

The City of De Pere would like to invite your firm to submit a proposal to provide consulting services for the design and construction management of Main Avenue and Eighth Street signal upgrades which are being partially funded by the WisDOT Signals and ITS Standalone Program.

Your proposal must be submitted to our office by Friday, September 27, 2019 at 3 P.M. Proposals can be submitted via e-mail to Chase Kuffel at ckuffel@mail.de-pere.org.

GENERAL INFORMATION:

The City of De Pere was awarded a grant from WisDOT through the Signals and ITS Standalone Program to replace the existing signals at Main Avenue and Eighth Street. A copy of the application has been included for your information. This project includes the following:

- Install new conduit to replace the old steel system.
- Install new pull boxes.
- Replace cold steel standards with aluminum.
- Install new signal bases.
- Replace signal heads.
- Provide trombone (overhead) signal faces for eastbound and westbound traffic on Main Avenue.
- Replace pedestrian signal heads and push buttons.
- Provide video vehicle detection.
- Upgrade cabinet.

SCOPE OF SERVICES:

Consulting services shall include, but are not limited to:

1. Complete design survey.
2. Design signal improvements
3. Complete Construction staking.
4. Perform construction management which includes:
 - a. Obtaining prices for non-typical items with the WisDOT contractor.
 - b. Shop drawing review. (if applicable)
 - c. Reimbursement requests to WisDOT.
5. Perform construction observation.
6. Complete record survey and drawings.
7. Meetings (four)

With this program, WisDOT has a contract with Bodart Electric for the installation of the signals. Unit prices have been established for some of the items.

An analysis of truck turning movements will be required at the intersection for signal placement. The City will provide the signal timing.

SCHEDULING:

The award of this proposal is scheduled to go to the Board of Public Works on October 7th and the Common Council on October 15th. Design will start in 2019 for construction in 2020.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

The proposed fee schedule shall be submitted on the attached form.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

PAYMENT:

The City's Consultant Agreement provides for compensation under the contract to be paid up to once a month. Any proposal that seeks an alternative compensation provision shall be included in a specific description of the preferred compensation method for City consideration.

DELIVERY:

Consulting services will be completed via phone and email with engineering staff. Permitting shall be delivered via email, in pdf format. Hard copies will not need to be provided.

ADDITIONAL INFORMATION:

The City will provide additional information requested to assist consulting services and will pay for permitting fees associated with the project.

A sample Consultant Agreement is attached. Terms and conditions of a proposer's Standard Agreement for Services shall not be incorporated into Consultant Agreement absent specific language thereof in the Consultant Agreement itself.

PROPOSED FEE SCHEDULE

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	\$	\$
B	Design	1	LS	\$	\$
C	Construction Staking	1	LS	\$	\$
D	Construction Management	40	HR	\$	\$
E	Construction Observation	80	HR	\$	\$
F	Record Survey and Drawings	1	LS	\$	\$
G	Meetings	4	EA	\$	\$
TOTAL PROPOSAL COST					\$



September 27, 2019

ATTN: Mr. Chase Kuffel, PE
 City of De Pere
 925 South Sixth Street
 De Pere, WI 54115-1199

Subject: Request for Proposal for Main and 8th Street Signal Upgrades

Dear Mr. Kuffel,

I am pleased to present our proposal to complete the Main and 8th Street Signal Upgrades for the City of De Pere. JT Engineering, Inc. is a woman-owned firm that was founded in 2005. Our team of experienced staff is fully dedicated to providing cost-effective transportation solutions for our clients, and we look forward to this opportunity to serve the City of De Pere. We view each project as a partnership and will listen to your needs, goals, and concerns while making successful delivery our top priority.

Our team's project manager will be Bob Schuurmans, PE. Bob has been focused on traffic engineering and signal design for the past 30+ years and has designed and studied traffic and corridors all over northeast Wisconsin and knows the specific intersection in this RFP very well. Bob specializes in traffic signal design and operations, safety analysis, regulations, work zone analysis, lighting design, and constructability review from a traffic operations perspective. Over his career, he has directed over 130 traffic signal installations and 100+ highway lighting installations within 11 counties in NE Wisconsin.

JT Engineering has a large team of highly talented design and construction professionals based within a close proximity to the De Pere area, all of which have experience to help adequately assist with the data gathering, signal design, construction observation, and administration of this project. We work closely together, utilizing our past project experiences and lessons learned to deliver high-quality, cost-effective designs. We appreciate your consideration of JT Engineering, Inc. and look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Treadway'.

Craig Treadway, PE
 Vice President
 JT Engineering, Inc.

Proposed Fee Schedule

Company Name: JT Engineering, Inc.

Company Address: 1077 Centennial Centre Blvd.

Company Address: Hobart, WI 54155

Company Representative: Craig Treadway, P.E., Vice President

Signature: 

Fee (Total): \$21,920

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	\$800	\$800
B*	Design	1	LS	\$12,250	\$12,250
C*	Construction Staking	1	LS	\$0	\$0
D*	Construction Management	30	Hours	\$132	\$3,960
E*	Construction Observation	50	Hours	\$75	\$3,750
F*	Record Survey and Drawings	1	LS	\$600	\$600
G*	Meetings	4	Each	\$140	\$560
				Total Proposal Cost	\$21,920

***Notes:**

- For item B – Design: Because construction pricing is agreed to (or bid) up front for many of the items with Bodart Electric, this proposal is bid to use all WisDOT SISP specs and abbreviated plans.
- For item C - On past SISP projects with WisDOT, there has been no construction staking needed. In construction, once utilities are located, the signal bases and cabinet locations are adjusted to avoid those utilities in the field. If the City ultimately does require any staking for any additional items not included in the Scope of services, this will be completed at the construction management rate.
- For Items D and E – The number of hours was reduced to get this proposal closer to the cap for construction, which was approved in the application. We did this because every dollar over that \$9,000 amount for construction oversight will be funded 100% by the City of De Pere. JT feels that this reduction in hours will be sufficient, barring any changes from the listed scope of services.
- For Item F – The SISP program is a DOT grant program. The following items are not required or bid in this proposal:
 - Field management software or documentation
 - materials documentation
- For Item G - Meetings are bid one hour long (including travel from the JT office) for design and construction and we intend to only have the Construction Manager attend. Additional time, or desire by the City of De Pere to have other attendees, will be billed at the construction management rate.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works

From: Eric Rakers, P.E., City Engineer

Date: October 7, 2019

Subject: Quote for Main Avenue and Eighth Street Signal Upgrades *

The Engineering Department received proposals for the Main Avenue and Eighth Street Signal Upgrades (WisDOT Signals and ITS Standalone Program). The City of De Pere was awarded a grant from WisDOT through the Signals and ITS Standalone Program to replace the existing signals at Main Avenue and Eighth Street. The consultant will assist the City with the design of the signal improvements, construction management (including shop drawing review and reimbursement requests to WisDOT), and construction observation. The proposals received are as follows:

Main and Eighth Signal Upgrades	Total
JT Engineering, Inc.	\$25,490
Cedar Corporation	\$30,000
Robert E. Lee and Associates, Inc.	\$36,800

The JT Engineering proposal has been modified to match the number of hours included in the original proposal for construction management and observation. The original proposal included 40 and 80 hours respectively. JT Engineering listed the hours as 30 and 50. The hours in the proposal is just an estimate, however, it is important that all proposals include the same estimated hours.

The budgeted amount from the capital improvement budget for a Main and Eighth Signal Replacement is \$60,000 (Engineering/Administration).

The staff recommendation is to accept the quote from JT Engineering, Inc. for the Main Avenue and Eighth Street Signal Upgrades.

Attachments:

CE_RFP_Main-Eighth_Signals-2019-09-06
 2019 0927 CE_JT_DePere – Main and 8th street RFP-final
 2019 0927 CE_Cedar-Signals_De Pere
 2019 0927 CE_REL_PR092419_De Pere_Signals Upgrades

September 26, 2019

Eric P. Rakers, PE, City Engineer
City of De Pere
Public Works – Engineering Department
925 S. Sixth Street
De Pere, WI 54115

RE: RFP – Main Avenue and Eighth Street Signal Updates

Dear Eric:

Cedar Corporation appreciates the opportunity to submit a proposal from your firm to complete design and construction management for the Main Avenue and Eighth Street Signal Upgrades for the City of De Pere.

See the attached Proposed Fee Schedule and Resumes of the staff.

Cedar Corporation is teaming with SRF Consulting to provide technical staff and expertise for your project. Our qualifications are enclosed along with the proposed fee schedule.

We look forward to the opportunity to provide services to the City of De Pere. Please do not hesitate to call if you have questions or would require additional information regarding our proposal. Thank you.

Sincerely,

CEDAR CORPORATION



Thad M. Majkowski, PE
Director

TMM/cap

Attachments: Proposed Fee Schedule
Proposed Team Resumes

cc: Scott Thoresen, Director of Public Works, City of De Pere
Jeff Knudson, SRF Consulting, Inc.

A sample Consultant Agreement is attached. Terms and conditions of a proposer's Standard Agreement for Services shall not be incorporated into Consultant Agreement absent specific language thereof in the Consultant Agreement itself.

PROPOSED FEE SCHEDULE

Company Name: Cedar Corporation

Company Address: 1695 Bellevue Street

Company Address: Green Bay, WI 54311

Company Representative: Thad Majkowski, PE

Signature: 

Fee (Total): \$ 30,000

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	\$950	\$950
B	Design	1	LS	\$14,000	\$14,000
C	Construction Staking	1	LS	\$450	\$450
D	Construction Management	40	HR	\$100	\$4,000
E	Construction Observation	80	HR	\$90	\$7,200
F	Record Survey and Drawings	1	LS	\$1,000	\$1,000
G	Meetings	4	EA	\$600	\$2,400
TOTAL PROPOSAL COST					\$30,000



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services

1250 Centennial Centre Boulevard • Hobart, WI 54155 • 920-662-9641 • www.releeinc.com

September 27, 2019

Mr. Eric Rakers, P.E.
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115-1199
erakers@mail.de-pere.org

RE: Request for Proposal ▲ Main Avenue and Eighth Street Signal Upgrades

Dear Mr. Rakers:

Robert E. Lee & Associates, Inc., (REL) is pleased to submit this proposal to assist the City of De Pere with the survey, design, and construction services for the signal replacement project at the intersection of Main Avenue and Eighth Street.

REL intends to team with TADI to perform the work requested in the Request for Proposal. Our team will be led by Mark Schuster and will be assisted by Ryan Trzinski. REL will provide survey, drafting, signal design, layout assistance, construction services, and record drawings. TADI will provide the signal design.

Services REL will provide will be consistent with the requirements presented within the Request for Qualifications, dated September 6, 2019, following the project scope and schedule outlined, and reiterated on the following page.

REL will provide/complete the following for this project.

- Topographic survey of the intersection identifying the curb and gutter, sidewalks, existing signals, lane configuration, and existing utilities. Profiles or elevations will not be provided.
- Signal design and layout, including temporary signal design; City to provide signal timing.
- Construction staking of the new signals and appurtenances.
- Construction management including obtaining non-typical bid prices, shop drawing review, and providing reimbursement request to WisDOT, to a maximum of 40 hours.
- Perform construction observation to a maximum of 80 hours.
- Complete record survey and drawings of the signal system.
- Prepare for and attend up to 4 meetings.

September 27, 2019
Mr. Eric Rakers, P.E.
CITY OF DE PERE
Page 2

We understand the project contractor has already been selected by WisDOT and therefore, no bidding services are required.

REL will complete the required scope of work for the fees identified on the attached proposed fee schedule. A company fee schedule is attached in the event that additional services are required. REL greatly appreciates the opportunity to offer this proposal to the City of De Pere, and continue our long-standing relationship. Please feel free to contact us if you have any questions or require additional information for your review process.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Mark S. Schuster, P.E.
Project Manager



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

MSS/JGS/LAR

ENC.

A sample Consultant Agreement is attached. Terms and conditions of a proposer's Standard Agreement for Services shall not be incorporated into Consultant Agreement absent specific language thereof in the Consultant Agreement itself.

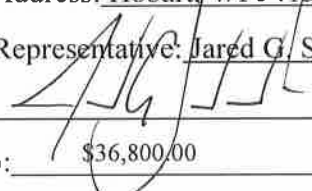
PROPOSED FEE SCHEDULE

Company Name: Robert E. Lee & Associates, Inc.

Company Address: 1250 Centennial Centre Boulevard

Company Address: Hobart, WI 54155

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

Signature: 

Fee (Total): \$36,800.00

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	\$ 1,550.00	\$ 1,550.00
B	Design *	1	LS	\$ 17,400.00	\$ 17,400.00
C	Construction Staking	1	LS	\$ 1,900.00	\$ 1,900.00
D	Construction Management	40	HR	\$ 105.00	\$ 4,200.00
E	Construction Observation	80	HR	\$ 85.00	\$ 6,800.00
F	Record Survey and Drawings	1	LS	\$ 2,350.00	\$ 2,350.00
G	Meetings	4	EA	\$ 650.00	\$ 2,600.00
*Design cost includes \$3,000 for design of temporary signals.					
TOTAL PROPOSAL COST					\$ 36,800.00

Robert E. Lee Associates, Inc.
2019 Labor Rates

1.14.g

<u>Staff Type</u>	<u>Billing Rate</u>
CAD TECHNICIAN I	\$ 70.00
CAD TECHNICIAN II	\$ 82.00
CAD TECHNICIAN INTERN	\$ 40.00
CIVIL ENGINEERING MANAGER	\$ 157.00
CLERICAL I	\$ 50.00
CLERICAL II	\$ 59.00
CLERICAL MANAGER	\$ 83.00
COMMUNITY PLANNER	\$ 98.00
CONSTRUCTION MANAGER	\$ 157.00
DESIGN MANAGER	\$ 140.00
DESIGNER I	\$ 104.00
DESIGNER II	\$ 111.00
ENGINEER I	\$ 94.00
ENGINEER II	\$ 105.00
ENGINEER III	\$ 127.00
ENGINEER IV	\$ 142.00
ENGINEERING ASSISTANT	\$ 59.00
ENGINEERING DIRECTOR	\$ 164.00
ENGINEERING TECHNICIAN I	\$ 75.00
ENGINEERING TECHNICIAN II	\$ 89.00
ENGINEERING TECHNICIAN III	\$ 112.00
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 139.00
ENVIRONMENTAL SCIENTIST I	\$ 85.00
ENVIRONMENTAL SCIENTIST II	\$ 97.00
ENVIRONMENTAL SCIENTIST III	\$ 107.00
ENVIRONMENTAL SERVICES MANAGER	\$ 157.00
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 46.00
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 62.00
ENVIRONMENTAL TECHNICIAN I	\$ 65.00
ENVIRONMENTAL TECHNICIAN II	\$ 75.00
ENVIRONMENTAL TECHNICIAN III	\$ 90.00
EROSION CONTROL/RESTORATION CREW LEADER	\$ 83.00
EROSION CONTROL/RESTORATION TECHNICIAN I	\$ 46.00
EROSION CONTROL/RESTORATION TECHNICIAN II	\$ 71.00
EROSION CONTROL/RESTORATION TECHNICIAN III	\$ 77.00
GEOLOGIST I	\$ 83.00
GEOLOGIST II	\$ 96.00
GEOLOGIST III	\$ 106.00
GEOLOGIST IV	\$ 128.00
GIS SPECIALIST I	\$ 79.00
GIS SPECIALIST II	\$ 90.00
GIS TECHNICIAN	\$ 64.00
LAND USE PLANNER I	\$ 83.00
LAND USE PLANNER II	\$ 112.00
NATURAL RESOURCES SCIENTIST I	\$ 63.00
NATURAL RESOURCES SCIENTIST II	\$ 78.00
NATURAL RESOURCES SCIENTIST III	\$ 92.00
NATURAL RESOURCES SCIENTIST IV	\$ 114.00
NATURAL RESOURCES TECHNICIAN I	\$ 37.00
NATURAL RESOURCES TECHNICIAN II	\$ 42.00
NATURAL RESOURCES TECHNICIAN III	\$ 62.00
NES DIVISION MANAGER	\$ 114.00
PROJECT COORDINATOR	\$ 77.00
SENIOR CONSULTANT	\$ 150.00
SENIOR GIS SPECIALIST	\$ 118.00
SENIOR TRANSPORTATION CONSULTANT	\$ 117.00
SOLID WASTE MANAGER	\$ 157.00
SURVEY INTERN	\$ 50.00
SURVEY MANAGER	\$ 119.00
SURVEYOR TECHNICIAN I	\$ 67.00
SURVEYOR TECHNICIAN II	\$ 77.00
SURVEYOR TECHNICIAN III	\$ 88.00
SURVEYOR PROFESSIONAL I	\$ 83.00
SURVEYOR PROFESSIONAL II	\$ 90.00
SURVEYOR PROFESSIONAL III	\$ 98.00
TECHNICAL SERVICES DIRECTOR	\$ 151.00
TRANSPORTATION MANAGER	\$ 157.00
WATER & WASTEWATER FACILITIES OPERATOR	\$ 86.00
WATER & WASTEWATER MANAGER	\$ 157.00
WATER & WASTEWATER OPERATOR TRAINER	\$ 97.00
WWTP FACILITIES OPERATOR ASSISTANT	\$ 49.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-115 Authorizing Agreement for Consulting Services Between the City of De Pere and Ruekert & Mielke, Inc. (2019 Inflow and Infiltration Study and Clear Water Mitigation Plan).

The Board of Public Works at the October 7, 2019 meeting approved the award for Inflow and Infiltration Study and Clear Water Mitigation Plan to Ruekert and Mielke, Inc not to exceed \$60,000 with the flow monitoring reduced to 18 locations and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-115 (DOCX)
- Exhibit 1-Consultant Agreement-Ruekert & Mielke(2019 Inflow and Infiltration Study and Clear Water Mitigation Plan)10-8-19 (PDF)
- Exhibit A - 2019 0720 CE_RFP_Inflow_Infiltration_Study (PDF)
- Exhibit B - 2019 0926 Kuffel-20190926-2019 I_I Study and Clear Water Mitigation Plan Proposal (PDF)
- CI_BOPW_I&I_Study_10-7-2019 (PDF)
- 2019 0926 L- Response to RFP-II Study and MIt Plan-DePere 9-26-19 (PDF)
- 2019 0926 RE RFP - 2019 Inflow and Infiltration Study (REL)(MSG)

RESOLUTION #19-115

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND RUEKERT & MIELKE, INC.
(2019 Inflow and Infiltration Study and Clear Water Mitigation Plan)

WHEREAS, the City is in need of contracting with an engineering firm to provide an inflow and infiltration study and develop a clear water mitigation plan of City's sanitary sewer system; and

WHEREAS, Ruekert & Mielke, Inc. has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Services Between the City of De Pere and Ruekert & Mielke, Inc., as is attached hereto and incorporated herein as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of October, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND RUECKERT & MIELKE, INC.
(2019 Inflow and Infiltration Study and Clear Water Mitigation Plan)**

THIS AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Ruekert & Mielke, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of an engineering firm to perform an inflow and infiltration study and develop a clear water mitigation plan of City's sanitary sewer system; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated September 26, 2019 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into this Agreement.

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

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. The scope of services is hereby amended to reduce the number of flow monitoring stations to 18 from 21, with those deleted being determined by the City Engineer. Any other change to the scope of services as identified therein shall be defined in a separate writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with necessary information concerning the project, including but not limited to, previous studies, reports and other information as outlined in the exhibits to this agreement. In addition, field access to City's system will be provided for field monitoring efforts.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the

confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, in an amount not to exceed \$60,000.00 to be paid in a lump sum, with monthly invoicing based upon the percentage of work completed. Payment to the Consultant is due upon receipt of invoice by the City; however, the City will not issue more than one payment per month. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:
 Ruekert & Mielke, Inc.
 Attention: Colin L. Meisel, P.E.
 1400 Lombardi Avenue
 Suite 101S
 Green Bay, WI 54304

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

RUEKERT MIELKE, INC.

CITY OF DE PERE, WISCONSIN

By: _____
 Printed Name: _____
 Title: _____

By: _____
 Michael J. Walsh, Mayor

By: _____
 Printed Name: _____
 Title: _____

By: _____
 Carey E. Danen, City Clerk

J:\Law\Agreements\2019\Consultant Agreement-Ruekert & Mielke(2019 Inflow and Infiltration Study and Clear Water Mitigation Plan)10-8-19.docx

**Request for Proposals
For
2019 Inflow and Infiltration Study and Clear Water Mitigation Plan**

The City of De Pere is seeking proposals to perform an inflow and infiltration study and develop a clear water reduction plan. The chosen firm will be tasked with the review of studies completed between 2004 and 2018, each of which identifies the presence of clear water volumes.

Your proposal must be submitted to our office by Thursday, September 26, 2019 at 3 pm. Proposals can be submitted via e-mail to Chase Kuffel at ckuffel@mail.de-pere.org.

GENERAL INFORMATION:

The City of De Pere operates and maintains a gravity fed, sanitary sewer system which includes well over 100 miles of sewers, and one lift station, serving development on both sides of the Fox River. The wastewater from the City's collection system discharges into the Green Bay Metropolitan Sewerage District (GBMSD) wastewater treatment facility located in West De Pere. The GBMSD wastewater treatment facility was purchased from the City on January 1, 2008. The solids generated at the De Pere plant are piped to the Green Bay facility for processing.

The original collection system was constructed over 100 years ago and was designed to collect both wastewater and storm runoff. While major efforts have been made to eliminate connections that allow for the entry of storm water into the collection system, the City still experiences significant increases in flow following major rainfall. Since 2007, the City has been lining or relaying approximately 10,000 linear feet of sewer a year, relaying laterals to the property line, repairing manholes and sealing leaks in pipes. Flow monitors installed by GBMSD have recorded peak factors as high as 20 following rainfall events.

SCOPE OF SERVICES:

The chosen firm will be tasked with reviewing data from the studies provided and conducting additional field monitoring activities to create an Inflow and Infiltration Mitigation Plan report. The intent of the Inflow and Infiltration Plan is to combine the new findings with past reports and to outline the City's future steps towards reducing inflow and infiltration. The report is to include the following:

1. Field monitoring data of the below listed basins with corresponding rainfall data. Field monitoring is to occur for one full month containing a minimum of one large rainfall event. Flow monitoring data and corresponding rainfall data is to be presented in a Microsoft Excel spreadsheet format.
 - a. Front Street Annex (Basin E-1): This basin lies in the northwest portion of the east

side of De Pere. It generally includes the area south of Ridgeway Boulevard and north of George Street. It extends to Webster Avenue on the east and the Fox River on the West. This area includes a portion of the central commercial district, some of the older development within the City. This basin was previously identified as having excessive inflow levels. The City has identified the following sanitary sewer segments, flowing west into the GBMSD main from Broadway for flow monitoring:

- i. North of Randall Avenue.
 - ii. At Randall Avenue.
 - iii. At Ridgeway Boulevard.
 - iv. Between Fulton Street and Morris Street.
 - v. At Fulton Street.
 - vi. At Franklin Street.
 - vii. At William Street.
 - viii. At James Street.
 - ix. At George Street
- b. Front Street (Basin E-2): The Front Street basin lies just south of the Front Street Annex basin along the Fox River. It generally includes the area south of Charles Street, north of Cook Street and west of Nob Hill Lane. This area contains a mixture of commercial and residential development. As with the Front Street Annex basin, some of the area was developed when different plumbing codes were used that were more tolerant of discharging storm water to the wastewater system. This basin was previously identified as having excessive inflow levels. The City has identified the following sanitary sewer segments, flowing west into the GBMSD main from S. Broadway for flow monitoring:
- i. At Merrill Street
 - ii. At Bolles Street
- c. Aldrin (Basin W-4): The Aldrin basin is located in the central part of the west side of De Pere. The area included extends from Grant Street south to Westwood Drive and east from St. Mary's Street to near Seventh Street. The development is primarily residential in nature. This basin was previously identified as having excessive inflow levels. Flow monitoring for this basin can occur on Suburban Drive between Aldrin Street and Grant Street.
- d. St. Mary's (Basin W-5): The St. Mary's Basin lies south of the Aldrin basin and north of Scheuring Road. It extends from USH 41 east to the Fox River. The development is primarily residential in nature. This basin was previously identified as having high infiltration levels. The City has identified the following sanitary sewer segments, flowing into the GBMSD main from Suburban Drive.
- i. At Fay Court flowing east
 - ii. At Danena Drive flowing west

- iii. At Stine Way flowing east
 - iv. At Meadow View Lane flowing east and west
 - v. At Trailwood Drive flowing east and west
 - vi. At Countryside Drive flowing east and west.
2. Evaluation of current program sewer relay and lining program. This evaluation shall go over the City's current efforts to reduce inflow and infiltration and recommend any additional practices or specifications that should be adopted to prevent inflow and infiltration.
 3. Identifying additional programs for private lateral evaluation and rehabilitation. This should also include recommendation for new home construction or programs to incentivize inflow and infiltration reduction. Rehabilitation or funding programs used in other local communities to promote sump pump installation or floor drain disconnection should be considered.
 4. Recommendations for additional monitoring, televising or smoke testing in high inflow and infiltration areas should also be provided. A proposed schedule and engineers estimate to conduct these activities will be included.

A final draft of this report will be presented to the City of De Pere Board of Public Works for informational consideration.

Meetings

The consultant should include three meetings in the proposal as follows:

- Kickoff meeting.
- Preliminary report meeting.
- Final report meeting.

The majority of correspondence and review will be completed via e-mail.

SCHEDULING:

This proposal will be taken to the Board of Public Works on October 7, 2019 for consideration and approval. Field monitoring and flow data collection should be completed over one full month in the fall of 2019 or spring of 2020. The Inflow and infiltration Mitigation Plan is to be completed by May 29, 2020 such that any proposed capital improvements can be included in the City's 2021 Capital Improvement Program.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury,

sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for the project include the following:

- Field Monitoring Data in a Microsoft Excel Spreadsheet and PDF format.
- Inflow and Infiltration Mitigation Plan in a Microsoft Word Document and PDF format.
- An engineer's estimate of any recommended capital improvements in a Microsoft Excel Spreadsheet.
- Contact information and program literature for the host municipality for any program presented for inflow and infiltration reduction.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant for the inflow and infiltration study:

- 2004 Inflow and Infiltration Study completed by Robert E. Lee and Associates
- I&I Study from GBMSD
- City of De Pere Capacity, Management, Operations & Maintenance (CMOM) Report
- A CAD system map of the City's sanitary sewers broken down by basin.
- Available, historical, field flow monitoring data broken down by basin.
- Field Access to the City's system for field monitoring efforts.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

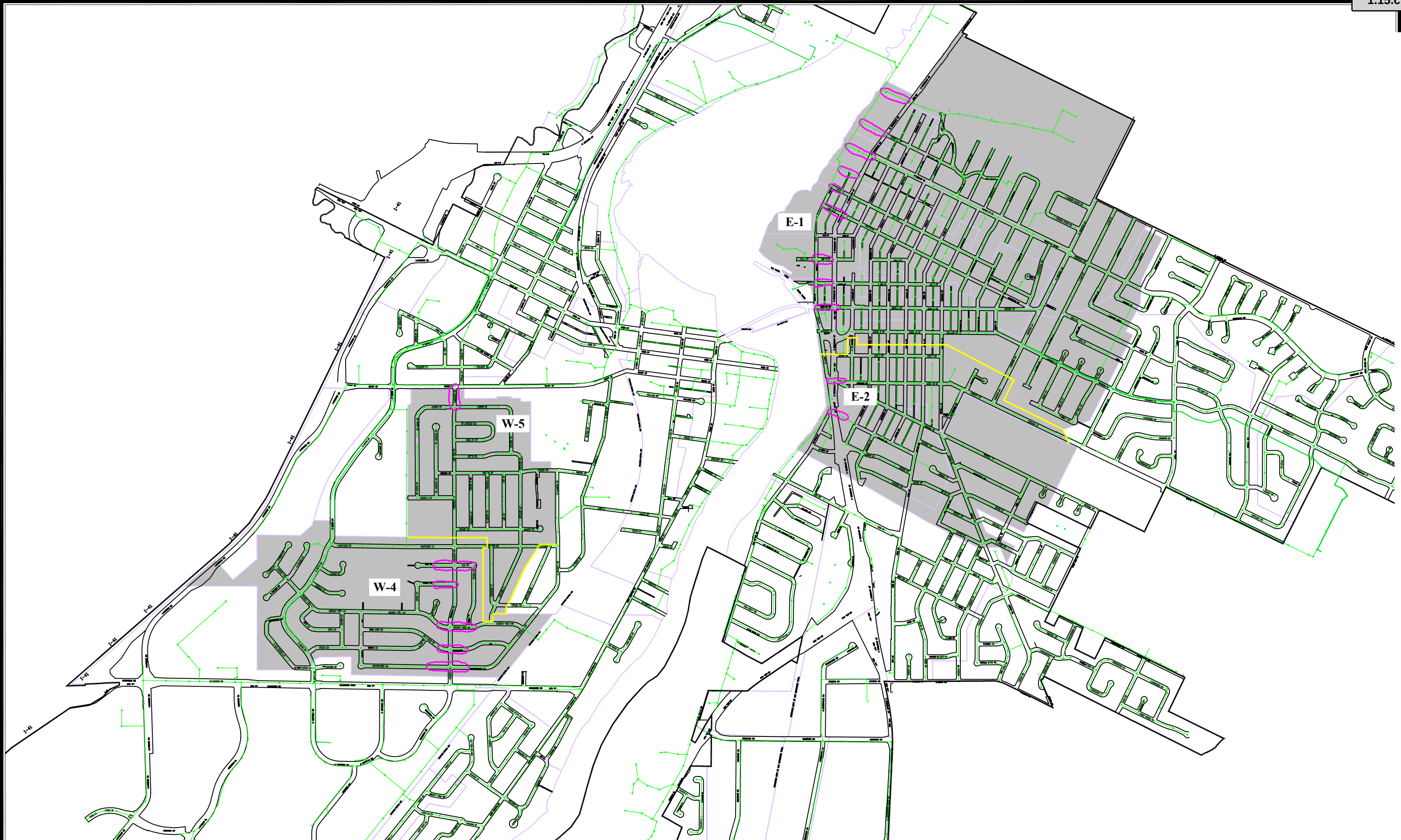
Company Address:_____

Company Representative:_____

Signature:_____

Fee (Total):_____

Item	Description	Quantity	Unit	Unit Price	Amount
A	Inflow and Infiltration Study				
	1. Inspection, Field Work, and Report Review	1	LS		
	2. Flow Monitoring	21	EA		
	3. Evaluation of City's Current Program	1	LS		
	4. Review and Recommend additional programs for I&I reduction on Private Property.	1	LS		
	5. Recommendations for additional monitoring	1	LS		
	6. Report preparation and drafting.	1	LS		
B	Meetings	3	EA		
TOTAL					

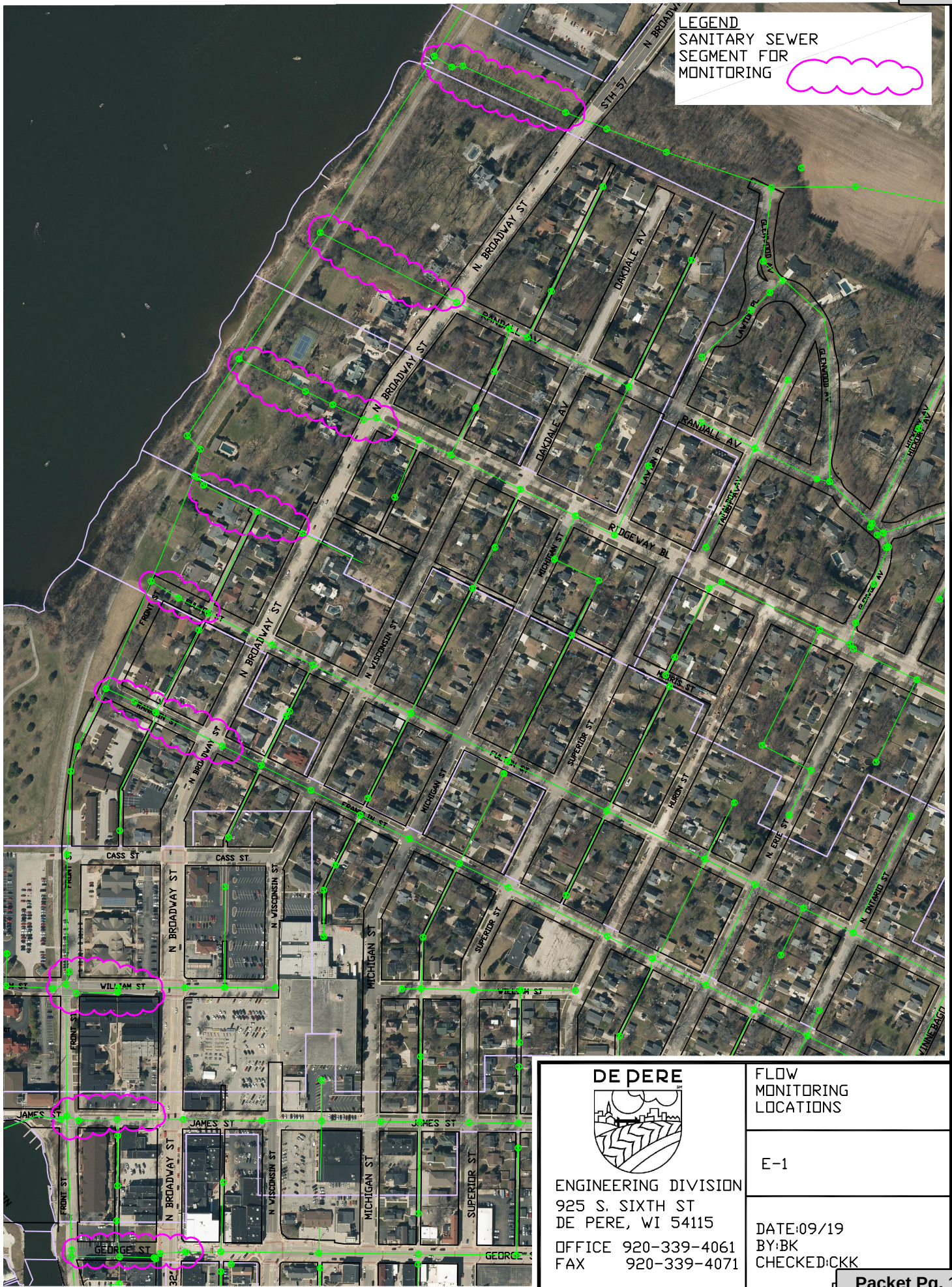


CITY OF DE PERE

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

CITY OF DE PERE
FLOW MONITORING BASINS

NAME:		BY		DATE	REVISIONS / ISSUES			PAGE NO.
PROJECT #		SURVEYED	NA	NA	NO.	DATE	BY	
		DRAWN	BK	09-2019				
		DESIGNED						



LEGEND
 SANITARY SEWER
 SEGMENT FOR
 MONITORING

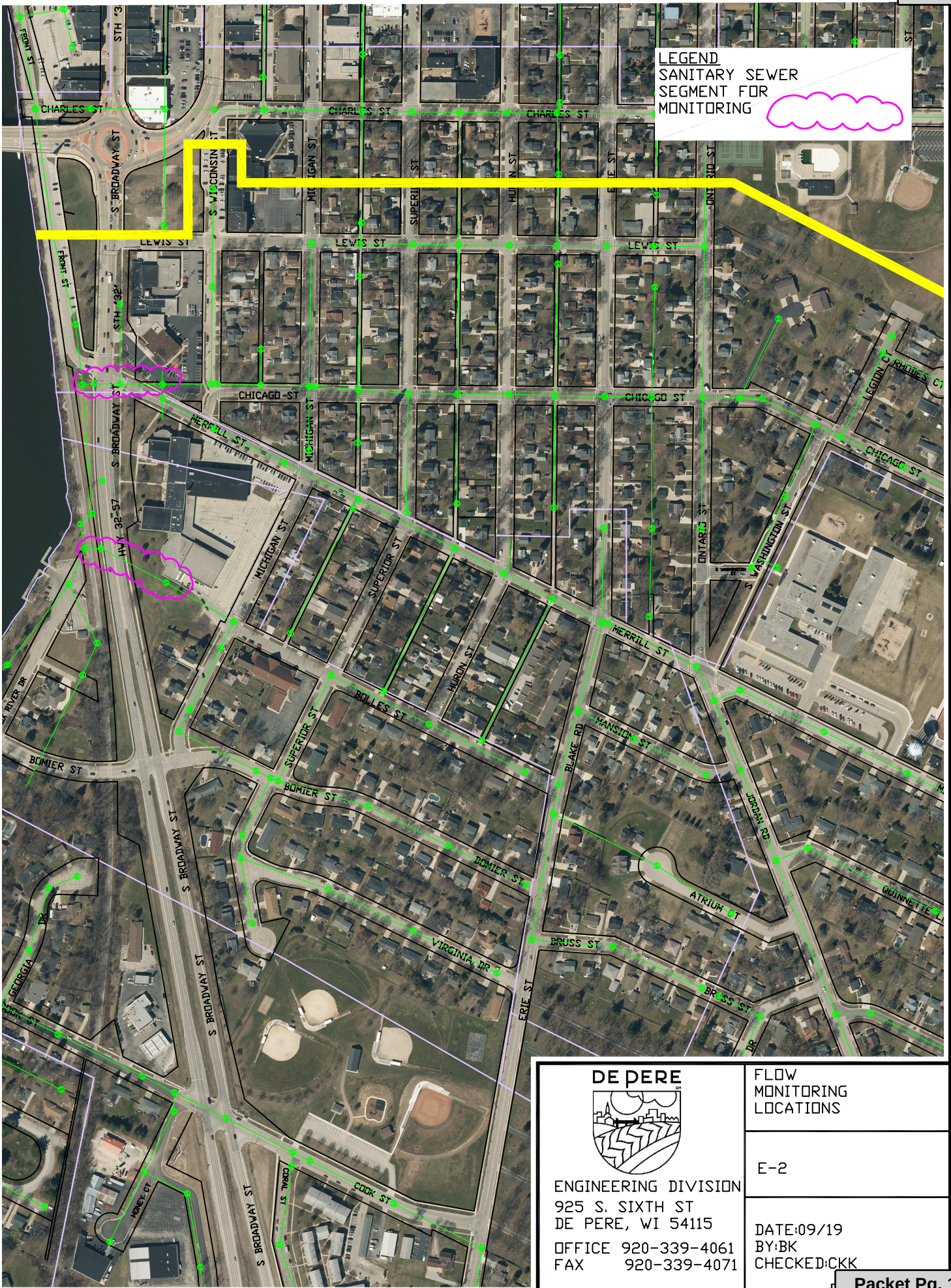


ENGINEERING DIVISION
 925 S. SIXTH ST
 DE PERE, WI 54115
 OFFICE 920-339-4061
 FAX 920-339-4071

**FLOW
 MONITORING
 LOCATIONS**

E-1

DATE:09/19
 BY: BK
 CHECKED: CKK



LEGEND
SANITARY SEWER
SEGMENT FOR
MONITORING

DE PERE

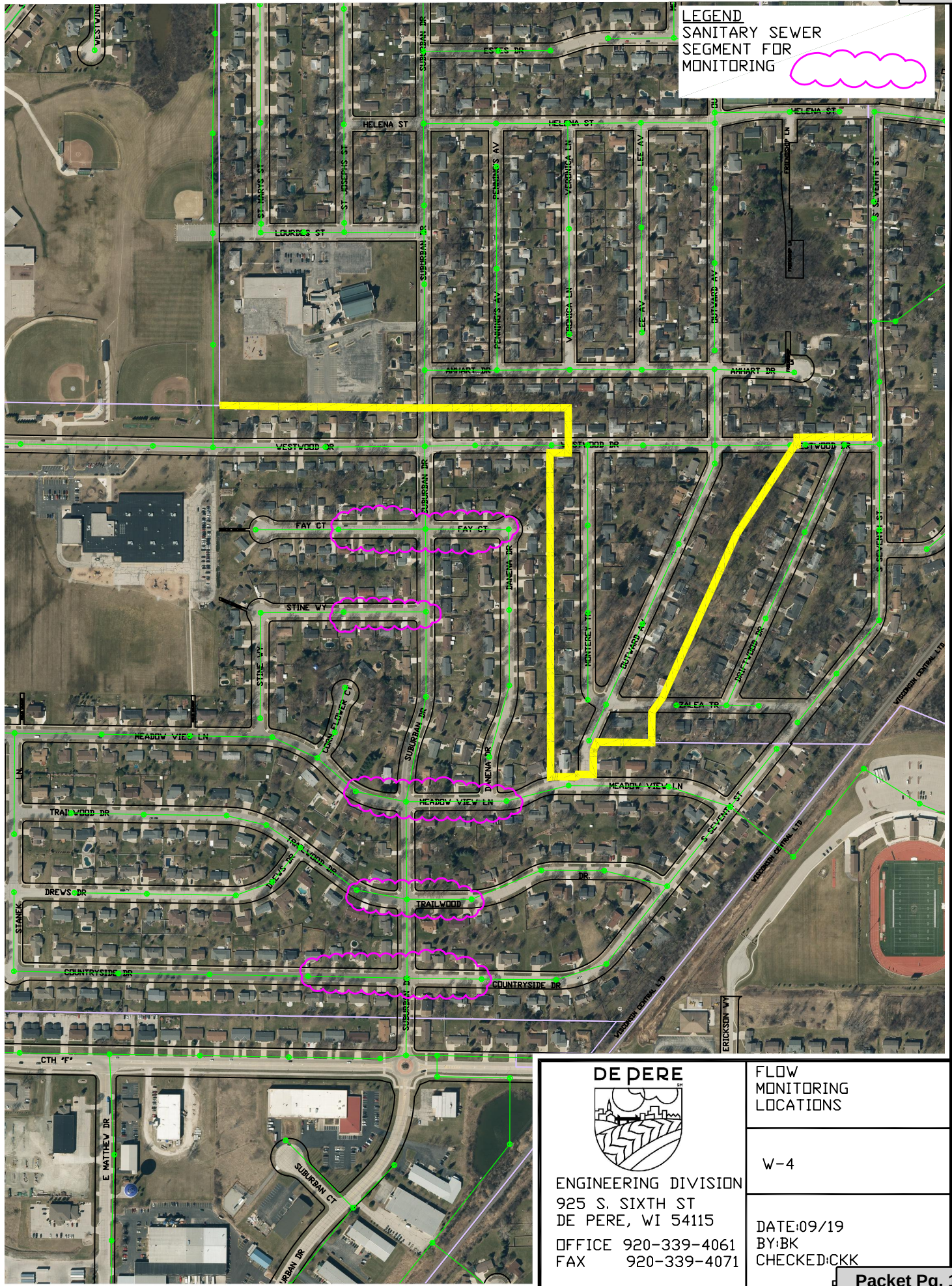


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

FLOW
MONITORING
LOCATIONS

E-2

DATE:09/19
BY: BK
CHECKED: CKK



DE PERE



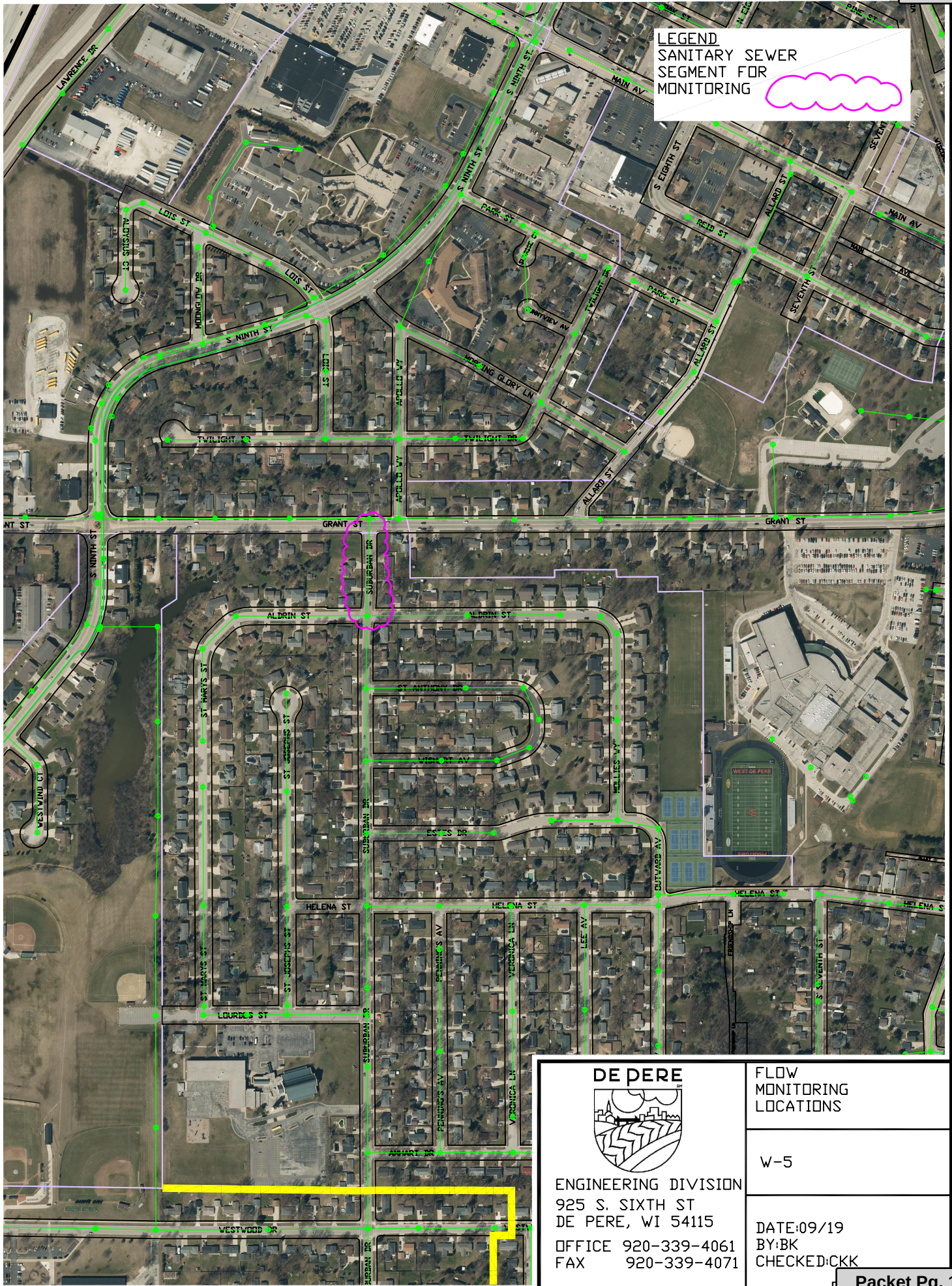
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

FLOW
MONITORING
LOCATIONS

W-4

DATE:09/19
BY: BK
CHECKED: CKK

Packet Pg. 134



September 26, 2019

Mr. Chase K. Kuffel, P.E.
 Assistant City Engineer
 City of De Pere
 925 S. Sixth Street
 De Pere, WI 54115

Re: 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan

Dear Mr. Kuffel,

Ruekert & Mielke, Inc. (R/M) thanks you for the opportunity to submit this proposal for the 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan. This letter presents our proposed scope of services, time schedule, and fee based on your needs, determined from our previous discussions, and your request for proposal dated September 11, 2019.

Study Description

The Inflow and Infiltration Study is described in detail in the RFP and includes reviewing past studies that have been completed, flow monitoring at 21 locations, evaluation of the City's current program, review and recommendations for additional programs or monitoring and documenting the findings and recommendations in a report. The study includes four drainage basins, two on the west side of the river (W-4, W-5) and two on the east side of the river (E-1, E-2).

Sanitary sewers over 12-inches in diameter or over 24' deep will require confined space entry to install flow monitoring equipment. Based on the email dated September 24, 2019, Basin W-5 and E-1 both have sewers over 18-inches and have confined space entry included as part of our proposal.

The scope of services offered is presented in more detail in the following section:

Services Not Included – Additional Services

- A. Items not specifically included in the scope of this project are listed below. These items can be included as additional services if authorization in writing is provided:
 - 1. In review of the project areas as identified on the figure titled "Flow Monitoring Basins" in the RFP it appears the study area approximates 1,400 acres. As we previously discussed, R/M believes that smoking testing these areas would help determine direct connections of storm sewers, roof drains, etc. This area could be completed for under \$50,000 with assistance from City staff.

Responsibilities of Others

- A. City of De Pere shall be responsible for the following:
 - 1. Provide previous studies, reports, and other data as outlined in the RFP.
 - 2. Review draft preliminary design documents and comment in a timely manner.
 - 3. Attending meetings.



Mr. Chase K. Kuffel, P.E.
 Proposal for 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan
 September 26, 2019
 Page 2

Time Schedule

A detailed schedule will be developed upon authorization and determination of the project schedule by the City of De Pere. Flow monitoring will be completed over a 3-month period, completing approximately one third of the locations at a time. The final report will be completed by May 29, 2020.

If acceptable flow data can be collected in less than 4-weeks, the price for flow monitoring will be reduced and credited to the City of De Pere.

Fee

The fees for services provided as outlined in the RFP are included in the attached Proposed Fee Schedule.

The above described professional services will be provided to you in accordance with the attached two-page **RM Standard Terms & Conditions (Engineering)** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and return a fully executed copy to our office.

Very truly yours,

RUEKERT & MIELKE, INC.

Colin L Meisel, P.E. (IA, IL, IN, KY, MI, MN, TN, WI)
 Team Leader
cmeisel@ruekert-mielke.com

CLM:cal
 Enclosure
 cc: File



Mr. Chase K. Kuffel, P.E.
 Proposal for 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan
 September 26, 2019
 Page 3

CLIENT NAME:

City of De Pere

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

By: Ryan T. Amtmann
 Ryan T. Amtmann, P.E.

Title: _____

Title: Vice President

Date: _____

Date: September 26, 2019

Designated Representative:

Name: _____

Designated Representative:

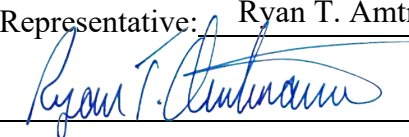
Name: Taryn Nall, P.E.

Title: _____

Title: Project Manager

Phone Number: _____

Phone Number: (920) 486-6626

Proposed Fee ScheduleCompany Name: Ruekert & Mielke, Inc.Company Address: 1400 Lombardi Avenue, Suite 101SCompany Address: Green Bay, WI 54304Company Representative: Ryan T. Amtmann, P.E.Signature: Fee (Total): \$66,225

Item	Description	Quantity	Unit	Unit Price	Amount
A	Inflow and Infiltration Study				
	1. Inspection, Field Work, and Report Review	1	LS	\$3,500	\$3,500
	2. Flow Monitoring	21	EA	\$2,430	\$51,030
	3. Evaluation of City's Current Program	1	LS	\$3,200	\$3,200
	4. Review and Recommend additional programs for I&I reduction on Private Property.	1	LS	\$1,785	\$1,785
	5. Recommendations for additional monitoring	1	LS	\$1,130	\$1,130
	6. Report preparation and drafting.	1	LS	\$4,560	\$4,560
B	Meetings	3	EA	\$340	\$1,020
TOTAL					\$66,225

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works

From: Eric Rakers, P.E., City Engineer

Date: October 7, 2019

RE: **Quote for Inflow and Infiltration Study and Clear Water Mitigation Plan***

The Engineering Department received proposals for the 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan.

The City of De Pere operates and maintains a sanitary sewer system which includes over 100 miles of gravity sewers and one lift station, serving development on both sides of the Fox River. The wastewater from the City's collection system discharges into the Green Bay Metropolitan Sewerage District (GBMSD) wastewater treatment facility located in West De Pere. The City of De Pere pays GBMSD for wastewater treatment based on five different parameters, one of which is the volume of flow. The City pays GBMSD to treat inflow and infiltration (I&I) from clear water into the sanitary sewer system.

The original collection system was constructed over 100 years ago and was designed to collect both wastewater and storm runoff. While major efforts have been made to eliminate connections that allow for the entry of storm water into the collection system, the City still experiences significant increases in flow following major rainfall. Since 2007, the City has been lining or relaying approximately 10,000 linear feet of sewer a year, relaying laterals to the property line, repairing manholes and sealing leaks in pipes. Even with those upgrades, flow monitors installed by GBMSD have recorded peak factors as high as 20 following rainfall events. Staff believes a significant portion of the I&I is coming from private laterals and property.

The consultant will provide flow monitoring in specific areas around the City, evaluate and recommend modifications to the City's current I&I program, identify programs for private lateral evaluation and rehabilitation, and recommend additional monitoring (including potential smoke testing) in the basins studied. The proposals received are as follows:

Inflow and Infiltration Study	Total
Ruekert and Mielke, Inc.	\$66,225
Cedar Corporation	DNS
Robert E. Lee and Associates, Inc.	DNS

Staff sent out proposals to three firms. Cedar Corporation and Robert E. Lee and Associates did not submit due to work load.

The budgeted amount from the capital improvement budget for the Inflow and Infiltration Study is \$60,000. This proposal includes flow monitoring at 21 locations along the east side of the Fox River and along Suburban Drive, in areas identified as high inflow and infiltration in previous studies. The cost for each monitoring location is \$2,430. Staff will work with Ruekert and Mielke, Inc. to eliminate at least three monitoring locations from the smaller basins to keep the overall cost to the within the budgeted amount of \$60,000.

The staff recommendation is to approve the quote from Ruekert & Mielke, Inc. for \$60,000 with the flow monitoring reduced to 18 locations.

Attachments:

2019 0720 CE_RFP_Inflow_Infiltration_Study

2019 0926 Kuffel-20190926-2019 I_I Study

2019 0926 L_Response to RFP-II Study and Mit Plan-De Pere 9-26-09

2019 0926 RE RFP – Inflow and Infiltration Study (REL)

September 26, 2019

Chase Kuffel, PE, Assistant City Engineer
City of De Pere
Public Works – Engineering Department
925 S. Sixth Street
De Pere, WI 54115

RE: RFP – 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan

Dear Chase:

Cedar Corporation appreciates the opportunity to submit a proposal for the 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan for the City of De Pere. While we have the technical staff and experience to complete this work, our current workload and projected obligations are restricting us from submitting a proposal at this time.

We wish you the best with your upcoming project and hope that in the future you will continue to consider Cedar Corporation. Please do not hesitate to contact our office should you have any questions or need any further information. Thank you.

Sincerely,

CEDAR CORPORATION



Thad Majkowski, PE
Director/Project Manager

TM/cp

cc: Eric Rakers, City Engineer, City of De Pere

Carey E. Danen

From: Jared G. Schmidt <jschmidt@releeinc.com>
Sent: Thursday, September 26, 2019 3:01 PM
To: Chase Kuffel
Cc: Eric Rakers
Subject: RE: RFP - 2019 Inflow and Infiltration Study

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

Good afternoon ~ I wanted to thank you again for the opportunity to bid the 2019 I&I project. Unfortunately REL is not able to complete a bid by 3 pm today, so we reluctantly will not be submitting. I have most of our costs assembled, but a few things came up that took my attention away from work this week. We simply ran out of time to prepare a quality cost proposal.

We greatly value the relationship we have with the City, and hope to be able to continue to foster that in the future. Should the situation arise where you do not receive any bids for this project and would decide to extend the submittal deadline, we would work to meet a revised deadline. We will be submitting on the Signal Upgrade project due tomorrow, so hopefully we can be successful on that project.

Paul Welter from our office will likely be in touch with you in the near future for a demonstration project we are coordinating with the City of Watertown, and Electro Scan. It is a probe that is utilized to locate defects and points of infiltration within gravity mains, and measure leaks within the pipe in gpm. Helping target leaks and magnitude of leaks, to try to spend your dollars best on corrective actions. Maybe this is something applicable for the City as a next step in the process with your I&I process.

<https://www.electroscan.com/>

Have a great afternoon, Jared



Jared Schmidt, P.E. - VP - Robert E. Lee & Associates, Inc.
 O:920-662-9641 M:920-883-1137 jschmidt@releeinc.com

From: Chase Kuffel <ckuffel@mail.de-pere.org>
Sent: Wednesday, September 11, 2019 3:35 PM
To: Jared G. Schmidt <jschmidt@releeinc.com>
Cc: Eric Rakers <erakers@mail.de-pere.org>
Subject: RFP - 2019 Inflow and Infiltration Study

Hi Jared,

Please find attached a request for proposals for the City of De Pere 2019 Inflow and Infiltration Study.

Please feel free to contact me with any questions.

Thanks,

Chase

Attachment: 2019 0926 RE RFP - 2019 Inflow and Infiltration Study (REL) (8837 : Reso #19-115 Authorizing Consultant Agreement w/Ruekert &

Chase K Kuffel, PE**Assistant City Engineer** | [City of De Pere](http://www.cityofdepere.com)

925 S. Sixth Street | De Pere, WI 54115

Tel: (920) 339-4072 x 2239 | Fax: (920) 339-4071



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

MEETING DATE: October 15, 2019

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #19-116 Authorizing Funding for Southern Bridge Corridor [Tier I Environmental Impact Study (EIS) and Draft Interstate Access Justification Report (IAJR)].

ATTACHMENTS:

- Reso19-116 (DOC)
- Ex A - Corridor frontage and funding contribution by community (PDF)
- Southern Bridge Status Summary - October 2019 (PDF)

RESOLUTION #19-116

AUTHORIZING FUNDING FOR SOUTHERN BRIDGE CORRIDOR
[Tier I Environmental Impact Study (EIS) and Draft Interstate Access Justification Report (IAJR)]

WHEREAS, when the 2019 City Budget was approved on November 20, 2018, no formula had been established among the Brown County Communities of the City of De Pere and the Towns of Ledgeview and Lawrence, to share the expenses attendant to Brown County hiring a team of consultants to finalize the EIS and IAJR, both vital components to establishing the Southern Bridge Corridor; and

WHEREAS, the cost share between the three municipalities is shown on the attached Exhibit A, with the City of De Pere's cost share being \$377,355; and

WHEREAS, the Southern Bridge has been a part of the Brown County Comprehensive Land Use and Transportation Plan for decades and is required for continued economic health and growth of Brown County and the surrounding counties into the future, such that the Council finds it necessary to approve its share of funding in advance of the 2020 budget hearing, and approve transfer of the \$377,355 necessary from the general fund unassigned reserves.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and authorizes an amendment of the 2019 budget by the transfer of \$377,355 from unassigned reserves in the General Fund to the Capital Projects fund, with the General Fund being repaid by Tax Increment Districts.

BE IT FURTHER RESOLVED THAT:

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

Resolution #19-116

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of October, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-116 (8849 : Resolution #19-116 Authorizing Funding for Southern Bridge Corridor)

**Proportion of Tier I EIS and Draft IAJR Completion Cost by Community Along Southern Bridge Corridor Alternative 2
(Rockland Road - Red Maple Road with New I-41 Interchange at Southbridge Road)**

Brown County Planning Commission (CR) - V2: October 1, 2019

Step 1: Determine Each Community's Approximate Land Frontage Along Corridor

Land Frontage Along North and South Sides of Corridor (in Feet):

Town of Lawrence

North side of corridor:	4,275
South side of corridor:	4,275

Total Corridor Frontage - Lawrence: 8,550

City of De Pere (West Side of River)

North side of corridor:	9,940
South side of corridor:	9,940

Subtotal Corridor Frontage: 19,880

Total Corridor Frontage - De Pere: 42,300

City of De Pere (East Side of River)

North side of corridor:	9,980
South side of corridor:	12,440

Subtotal Corridor Frontage: 22,420

Town of Ledgeview

North side of corridor:	6,640
South side of corridor:	4,160

Total Corridor Frontage - Ledgeview: 10,800

Step 2: Determine Each Community's Proportion of Land Frontage Along Corridor

Total Corridor Land Frontage (in Feet): 61,650

Town of Lawrence Frontage:	13.87%
City of De Pere Frontage:	68.61%
Town of Ledgeview Frontage:	17.52%

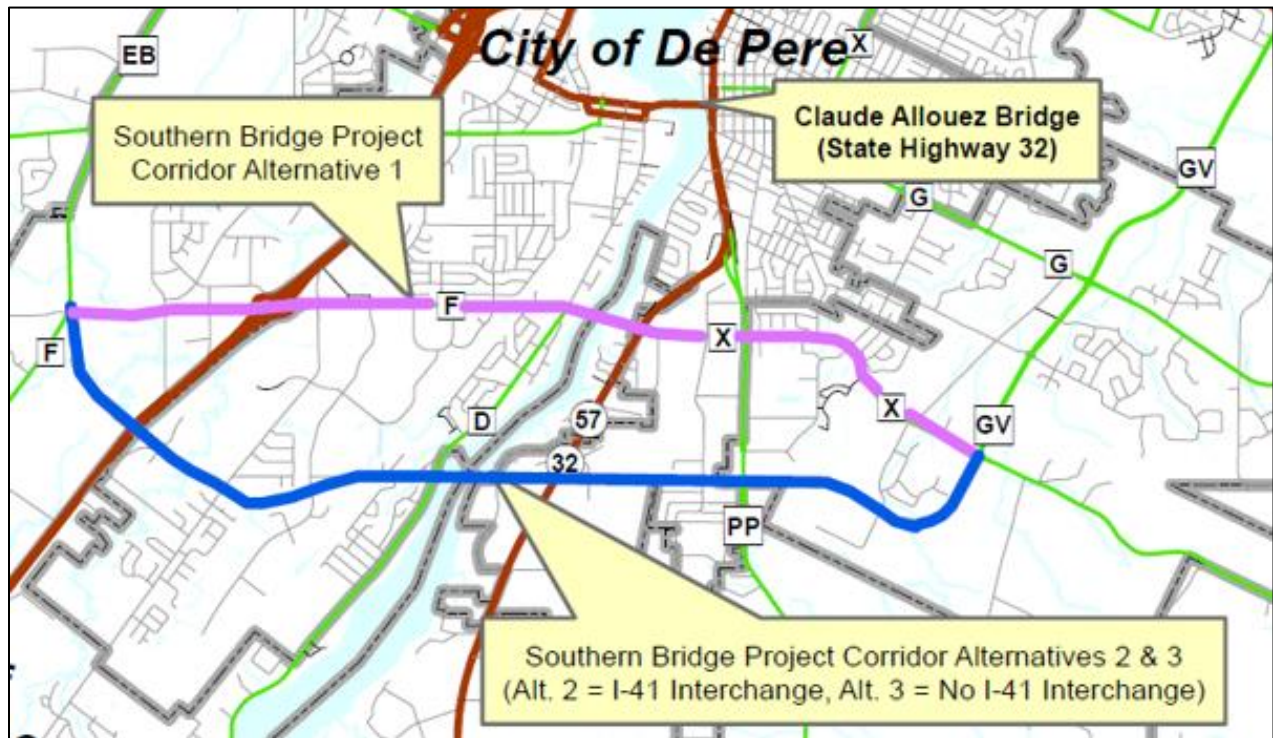
Step 3: Determine Each Community's Proportionate Share of Completing the Tier I EIS and Draft IAJR

Community share of Tier I EIS and Draft IAJR Completion Project: Half (\$550,000) of \$1.1 Million Total Project Cost

Town of Lawrence Share:	\$76,285
City of De Pere Share:	\$377,355
Town of Ledgeview Share:	\$96,360

Southern Bridge Project Environmental Impact Study (EIS) Status – October 2019

A traffic analysis was recently completed to determine which of the remaining EIS project alternatives will be able to adequately handle future estimated traffic volumes. The findings of the traffic analysis indicated that the only project alternative that will enable the street and highway system to adequately handle future traffic volumes is the alternative that includes a new Fox River bridge at Rockland and Red Maple/Southbridge Roads and a new Interstate 41 interchange at Southbridge Road (Project Alternative 2).



The next steps in the EIS process are to update the information that was developed before the traffic analysis began in 2012, add information to the EIS document in response to new state and federal requirements, formally identify a preferred location alternative, and complete the EIS document.

The Wisconsin Department of Transportation (WisDOT) recently informed Brown County that the state will design and construct a new Interstate 41 interchange for the Southern Bridge Corridor if the county completes the Southern Bridge EIS before WisDOT finishes its environmental and design work for the Interstate 41 expansion project between De Pere and the Fox Valley. To take advantage of this opportunity, Brown County and the communities directly impacted by the Southern Bridge Corridor (Lawrence, De Pere, and Ledgeview) intend to split the cost of hiring a team of consultants to help Brown County staff quickly finish the Southern Bridge EIS. Under this arrangement, Brown County would pay half of the cost, and the communities would collectively pay the other half of the cost.

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

MEETING DATE: October 15, 2019

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #19-117 Accepting Brown County Crime Prevention Funding Board Grant.

The Brown County Crime Prevention Funding Board is a county level board created by state legislation that collects certain funds from convicted criminals and then annually distributes those funds to groups or agencies that have a crime prevention purpose or use. This year the De Pere Police Department applied to the board for the purpose of purchasing two thermal imaging cameras for \$2,375.00. The board approved the application and awarded the funds in September 2019.

The cameras will be used on the occasions of missing persons, crime detection and for fleeing suspects as it detects heat and displays it on a screen. The camera can be used during the day but it is especially effective at night or in low light conditions.

At the October 8, 2019 meeting the Finance and Personnel Committee recommended approval and forwarded it to the common council.

The department requests the approval of the grant and accept the funds in the amount of \$2,375.00.

Thank you for your consideration and if you have any questions please contact me at your convenience.

ATTACHMENTS:

- Reso19-117 (DOCX)

RESOLUTION #19-117

ACCEPTING BROWN COUNTY CRIME PREVENTION FUNDING BOARD GRANT

WHEREAS, the Brown County Crime Prevention Funding Board (the "Board") offers a grant program funded by certain fees imposed upon criminal convictions which are annually distributed to groups or agencies for the use or purpose of crime prevention; and

WHEREAS, the Police Department submitted an application for \$2,375.00 in funding for the purchase two thermal imaging cameras; and

WHEREAS, the Board has approved the application and awarded the Police Department a grant for the full amount requested, recognizing the need to provide this important technology to law enforcement, which is especially effective at night or in low light conditions for the occasions of missing persons, crime detection and fleeing suspects; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval and acceptance of this generous grant.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby accepts the grant of \$2,375.00 from the Brown County Crime Prevention Funding Board and thanks them for their very generous support.

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 October, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 10/8/2019

Attachment: Reso19-117 (8854 : Resolution #19-117 Accepting Brown County Crime Prevention Funding Board Grant.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Operator license applications.

ATTACHMENTS:

- Operator List (PDF)

CITY OF DE PERE
License Committee - October 15, 2019

Previously Tabled Operator License Applications	
1	MUELLER-ACKLEY, CHRISTIAN
2	TERENS, SCOTT

New Operator License Applications	
1	BEN NJIMA, MOHAMED
2	DEGREEF, JOSEPH
3	HUCEK, EVAN
4	KAURR JASMIEET
5	MARGIS, NANCY
6	SLIMI, MOHAMED
7	BONITZ, SAMANTHA
8	DUFEK, SCOTT
9	GILSOUL, PAUL



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019
DEPARTMENT: City Clerk
FROM: Carey Danen
SUBJECT: Voucher approval.

ATTACHMENTS:

- 10-15-19 VOUCHERS (PDF)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP I-15133	A1 ELEVATOR CORP	R	10/15/2019		171.00CR	090156	171.00
2412	ACCURATE SUSPENSION WAREHOUSE I-1912292 I-1913146	ACCURATE SUSPENSION WAREHOUSE ACCURATE SUSPENSION WAREHOUSE	R	10/15/2019		289.35CR 12.66CR	090157 090157	302.01
6802	ADVANCED DISPOSAL I-B80000681094	ADVANCED DISPOSAL	R	10/15/2019		287.85CR	090158	287.85
0302	AIRGAS USA LLC I-9964843885	AIRGAS USA LLC	R	10/15/2019		231.90CR	090159	231.90
0007	AMBROSIUS SALES & SERVICE I-17999	AMBROSIUS SALES & SERVICE	R	10/15/2019		3.80CR	090160	3.80
7205	AMERICAN FENCE COMPANY I-20495-0	AMERICAN FENCE COMPANY	R	10/15/2019		871.00CR	090161	871.00
7507	DEBORAH ARMBRUSTER I-201910089844	DEBORAH ARMBRUSTER	R	10/15/2019		42.92CR	090162	42.92
0442	BADGER LABORATORIES INC I-19-49021896	BADGER LABORATORIES INC	R	10/15/2019		620.00CR	090163	620.00
7779	BADGER OFFICE CITY I-819219-0 I-819220-0 I-819221-0 I-819222-0	BADGER OFFICE CITY BADGER OFFICE CITY BADGER OFFICE CITY BADGER OFFICE CITY	R	10/15/2019 10/15/2019 10/15/2019 10/15/2019		25.32CR 81.04CR 34.42CR 26.11CR	090164 090164 090164 090164	166.89
0020	BADGERLAND PRINTING INC I-33994	BADGERLAND PRINTING INC	R	10/15/2019		85.00CR	090165	85.00
6404	BAY AREA TESTING & CONSULTING LLC I-3472 I-3473 I-3474 I-3475 I-3476	BAY AREA TESTING & CONSULTING BAY AREA TESTING & CONSULTING BAY AREA TESTING & CONSULTING BAY AREA TESTING & CONSULTING BAY AREA TESTING & CONSULTING	R	10/15/2019 10/15/2019 10/15/2019 10/15/2019 10/15/2019		303.20CR 962.35CR 385.00CR 399.00CR 338.00CR	090166 090166 090166 090166 090166	2,387.55
1303	BAY TITLE & ABSTRACT I-1066921-IN	BAY TITLE & ABSTRACT	R	10/15/2019		926.00CR	090167	926.00

Attachment: 10-15-19 VOUCHERS (8843 : Voucher approval.)

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0027	BAY TOWEL INC							
	I-2926924	BAY TOWEL INC	R	10/15/2019		110.37CR	090168	
	I-2929638	BAY TOWEL INC	R	10/15/2019		174.19CR	090168	
	I-2931491	BAY TOWEL INC	R	10/15/2019		110.37CR	090168	
	I-2938787	BAY TOWEL INC	R	10/15/2019		87.48CR	090168	482.41
0028	BAY VERTE MACHINERY INC							
	I-376934-00	BAY VERTE MACHINERY INC	R	10/15/2019		19.99CR	090169	19.99
6473	BEAVER OF WISCONSIN INC							
	I-101106	BEAVER OF WISCONSIN INC	R	10/15/2019		870.00CR	090170	870.00
6849	ERIN BONGERS							
	I-201910089845	ERIN BONGERS	R	10/15/2019		28.19CR	090171	
	I-201910089846	ERIN BONGERS	R	10/15/2019		54.81CR	090171	83.00
1	BRESSERS, ABBIGAIL							
	I-201910089847	OP LIC	R	10/15/2019		70.00CR	090172	70.00
6751	BRIDGEPORT MFG. INC.							
	I-35171-00	BRIDGEPORT MFG. INC.	R	10/15/2019		115.47CR	090173	115.47
0038	BROADWAY AUTOMOTIVE INC							
	I-958373	BROADWAY AUTOMOTIVE INC	R	10/15/2019		204.80CR	090174	
	I-960658P	BROADWAY AUTOMOTIVE INC	R	10/15/2019		79.91CR	090174	
	I-960844P	BROADWAY AUTOMOTIVE INC	R	10/15/2019		166.26CR	090174	
	I-967336	BROADWAY AUTOMOTIVE INC	R	10/15/2019		1,461.00CR	090174	1,911.97
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-41474	BROWN COUNTY PORT SOLID WASTE	R	10/15/2019		30,033.07CR	090175	30,033.07
0536	CDW GOVERNMENT INC							
	I-TZH7023	CDW GOVERNMENT INC	R	10/15/2019		126.09CR	090176	
	I-TZN7128	CDW GOVERNMENT INC	R	10/15/2019		937.09CR	090176	
	I-TZX5408	CDW GOVERNMENT INC	R	10/15/2019		87.90CR	090176	
	I-VCM9428	CDW GOVERNMENT INC	R	10/15/2019		34.15CR	090176	
	I-VCQ9139	CDW GOVERNMENT INC	R	10/15/2019		808.97CR	090176	1,994.20
2708	CLEANING SOLUTION SERVICES INC							
	I-19999	CLEANING SOLUTION SERVICES INC	R	10/15/2019		1,657.49CR	090177	
	I-20002	CLEANING SOLUTION SERVICES INC	R	10/15/2019		1,349.21CR	090177	
	I-20040	CLEANING SOLUTION SERVICES INC	R	10/15/2019		177.05CR	090177	3,183.75

Attachment: 10-15-19 VOUCHERS (8843 : Voucher approval.)

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VENDOR SET: 01

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6977	COAST TO COAST SOLUTIONS							
	I-IVC0093186	COAST TO COAST SOLUTIONS	R	10/15/2019		519.44CR	090178	
	I-IVC0093197	COAST TO COAST SOLUTIONS	R	10/15/2019		379.16CR	090178	898.60
7639	CORE & MAIN LP							
	I-K880191	CORE & MAIN LP	R	10/15/2019		1,690.00CR	090179	1,690.00
4232	DICKSON							
	I-INV1088481	DICKSON	R	10/15/2019		183.94CR	090180	183.94
0075	DIGGERS HOTLINE INC							
	I-190 9 36401	DIGGERS HOTLINE INC	R	10/15/2019		34.50CR	090181	34.50
0086	ERC INC							
	I-ERC-0919-1202	ERC INC	R	10/15/2019		429.00CR	090182	429.00
7422	EXCEL UNDERGROUND LLC							
	I-7316	EXCEL UNDERGROUND LLC	R	10/15/2019		8,085.60CR	090183	8,085.60
0331	FERGUSON WATERWORKS #1476 INC							
	I-286237	FERGUSON WATERWORKS #1476 INC	R	10/15/2019		480.00CR	090184	480.00
2627	FESTIVAL FOODS INC							
	I-201910089848	FESTIVAL FOODS INC	R	10/15/2019		3.99CR	090185	3.99
0200	FIRST SUPPLY LLC							
	I-11870579-00	FIRST SUPPLY LLC	R	10/15/2019		1,560.00CR	090186	
	I-11871670-00	FIRST SUPPLY LLC	R	10/15/2019		91.80CR	090186	
	I-11879258-00	FIRST SUPPLY LLC	R	10/15/2019		157.06CR	090186	1,808.86
0105	FOX SPECIALITY COMPANY							
	I-41897	FOX SPECIALITY COMPANY	R	10/15/2019		43.00CR	090187	
	I-41917	FOX SPECIALITY COMPANY	R	10/15/2019		148.10CR	090187	
	I-419171	FOX SPECIALITY COMPANY	R	10/15/2019		31.05CR	090187	222.15
0116	GRAINGER INC							
	I-9251658226	GRAINGER INC	R	10/15/2019		123.36CR	090188	
	I-9251658234	GRAINGER INC	R	10/15/2019		21.06CR	090188	
	I-9301497401	GRAINGER INC	R	10/15/2019		3.49CR	090188	147.91
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-9312393017	GRAYBAR ELECTRIC COMPANY INC	R	10/15/2019		82.42CR	090189	82.42

Attachment: 10-15-19 VOUCHERS (8843 : Voucher approval.)

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VENDOR SET: 01

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7245	GREEN BAY WATER UTILITY I-6401	GREEN BAY WATER UTILITY	R	10/15/2019		15,868.00CR	090190	15,868.00
2947	MATTHEW GUTH I-201910089850	MATTHEW GUTH	R	10/15/2019		242.28CR	090191	242.28
0446	HAWKINS INC C-4572202 I-4586289	HAWKINS INC HAWKINS INC	R R	10/15/2019 10/15/2019		480.00 4,097.46CR	090192 090192	 3,617.46
5674	HOME TEAM SPORTS & APPAREL INC I-38511 I-38512	HOME TEAM SPORTS & APPAREL INC HOME TEAM SPORTS & APPAREL INC	R R	10/15/2019 10/15/2019		30.42CR 18.42CR	090193 090193	 48.84
1252	HURCKMAN MECHANICAL INDUSTRIES INC I-C001859	HURCKMAN MECHANICAL INDUSTRIES	R	10/15/2019		871.35CR	090194	871.35
5484	HYDROCORP INC I-53866-IN I-54070-IN I-54133-IN	HYDROCORP INC HYDROCORP INC HYDROCORP INC	R R R	10/15/2019 10/15/2019 10/15/2019		2,876.00CR 2,648.00CR 200.00CR	090195 090195 090195	 5,724.00
6342	IDEA DINER I-201910089851	IDEA DINER	R	10/15/2019		240.00CR	090196	240.00
7069	IEI GENERAL CONTRACTORS INC. I-10859	IEI GENERAL CONTRACTORS INC.	R	10/15/2019		1,500.00CR	090197	1,500.00
6932	IMAGETREND INC. I-118561	IMAGETREND INC.	R	10/15/2019		1,856.58CR	090198	1,856.58
1399	INDOFF INC I-3290915 I-3293198	INDOFF INC INDOFF INC	R R	10/15/2019 10/15/2019		242.15CR 24.95CR	090199 090199	 267.10
7096	JAMES M FICO PHD I-201910089849	JAMES M FICO PHD	R	10/15/2019		350.00CR	090200	350.00
2602	JOSSART BROTHERS INC I-19-01 (4) I-19-09 (3)	JOSSART BROTHERS INC JOSSART BROTHERS INC	R R	10/15/2019 10/15/2019		473,702.14CR 124,074.00CR	090201 090201	 597,776.14

Attachment: 10-15-19 VOUCHERS (8843 : Voucher approval.)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

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1276	JX ENTERPRISES INC							
	C-1497839P	JX ENTERPRISES INC	R	10/15/2019		290.99	090202	
	C-1499170P	JX ENTERPRISES INC	R	10/15/2019		129.54	090202	
	I-1497844P	JX ENTERPRISES INC	R	10/15/2019		71.97CR	090202	
	I-1497854P	JX ENTERPRISES INC	R	10/15/2019		36.48CR	090202	
	I-1498070P	JX ENTERPRISES INC	R	10/15/2019		151.80CR	090202	
	I-1498647P	JX ENTERPRISES INC	R	10/15/2019		24.37CR	090202	
	I-1498887P	JX ENTERPRISES INC	R	10/15/2019		384.51CR	090202	
	I-1498948P	JX ENTERPRISES INC	R	10/15/2019		156.99CR	090202	
	I-1499354P	JX ENTERPRISES INC	R	10/15/2019		147.28CR	090202	
	I-1499480P	JX ENTERPRISES INC	R	10/15/2019		93.84CR	090202	646.71
0530	KAY DISTRIBUTING INC							
	I-50561338	KAY DISTRIBUTING INC	R	10/15/2019		1,001.05CR	090203	
	I-50561339	KAY DISTRIBUTING INC	R	10/15/2019		123.18CR	090203	
	I-W-1079654	KAY DISTRIBUTING INC	R	10/15/2019		1,309.00CR	090203	2,433.23
5786	LEE, CINDY							
	I-201910089852	LEE, CINDY	R	10/15/2019		130.50CR	090204	130.50
2044	LIGHTHOUSE TITLE INC							
	I-201910089853	LIGHTHOUSE TITLE INC	R	10/15/2019		65.00CR	090205	
	I-201910089854	LIGHTHOUSE TITLE INC	R	10/15/2019		65.00CR	090205	
	I-201910089855	LIGHTHOUSE TITLE INC	R	10/15/2019		65.00CR	090205	195.00
7444	SARA LORNSON							
	I-201910089856	SARA LORNSON	R	10/15/2019		128.76CR	090206	
	I-201910089857	SARA LORNSON	R	10/15/2019		14.38CR	090206	143.14
0173	MENARDS INC							
	C-54266	MENARDS INC	R	10/15/2019		12.98	090207	
	I-53688	MENARDS INC	R	10/15/2019		5.49CR	090207	
	I-53955	MENARDS INC	R	10/15/2019		29.28CR	090207	
	I-54248	MENARDS INC	R	10/15/2019		71.56CR	090207	
	I-54267	MENARDS INC	R	10/15/2019		15.98CR	090207	
	I-54373	MENARDS INC	R	10/15/2019		40.33CR	090207	
	I-54428	MENARDS INC	R	10/15/2019		10.92CR	090207	
	I-54460	MENARDS INC	R	10/15/2019		38.98CR	090207	
	I-54488	MENARDS INC	R	10/15/2019		234.87CR	090207	
	I-54595	MENARDS INC	R	10/15/2019		57.27CR	090207	
	I-54675	MENARDS INC	R	10/15/2019		34.97CR	090207	
	I-54725	MENARDS INC	R	10/15/2019		35.90CR	090207	
	I-54785	MENARDS INC	R	10/15/2019		25.94CR	090207	
	I-54829	MENARDS INC	R	10/15/2019		52.03CR	090207	
	I-54835	MENARDS INC	R	10/15/2019		17.55CR	090207	
	I-55039	MENARDS INC	R	10/15/2019		79.98CR	090207	738.07

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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1475	MUNICODE I-334009	MUNICODE	R	10/15/2019		900.00CR	090209	900.00
7859	MURPHY DESMOND SC I-8088379	MURPHY DESMOND SC	R	10/15/2019		84.00CR	090210	84.00
0076	NASSCO INC I-S2521929.001	NASSCO INC	R	10/15/2019		228.09CR	090211	228.09
7129	NELSON TACTICAL I-1362	NELSON TACTICAL	R	10/15/2019		163.41CR	090212	163.41
0531	NORTHEAST AUTO PARTS INC C-342785 I-342581 I-342684 I-342738 I-342748 I-342780 I-342797 I-342803 I-342816 I-342906	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R	10/15/2019		44.00 6.15CR 67.96CR 39.98CR 127.35CR 41.88CR 155.30CR 29.90CR 89.99CR 118.15CR	090213 090213 090213 090213 090213 090213 090213 090213 090213 090213	 632.66
0187	NSIGHT TELS SERVICES I-201910089858	NSIGHT TELS SERVICES	R	10/15/2019		64.40CR	090214	64.40
3788	OTTO ENGINEERING INC I-1049817	OTTO ENGINEERING INC	R	10/15/2019		124.27CR	090215	124.27
0499	PACK AND SHIP LLC I-201910089859	PACK AND SHIP LLC	R	10/15/2019		13.54CR	090216	13.54
0197	PACKER CITY INTL TRUCKS INC I-R101032857:01 I-X101113223:01 I-X101113789:01	PACKER CITY INTL TRUCKS INC PACKER CITY INTL TRUCKS INC PACKER CITY INTL TRUCKS INC PACKER CITY INTL TRUCKS INC	R	10/15/2019		100.00CR 68.72CR 25.77CR	090217 090217 090217	 194.49
1331	PACKER FASTENER & SUPPLY INC I-466028	PACKER FASTENER & SUPPLY INC	R	10/15/2019		51.95CR	090218	51.95

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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	I-90059685	POMP'S TIRE SERVICE INC	R	10/15/2019		27.50CR	090219	
	I-90059769	POMP'S TIRE SERVICE INC	R	10/15/2019		79.95CR	090219	
	I-90059817	POMP'S TIRE SERVICE INC	R	10/15/2019		599.12CR	090219	706.57
1246	PREVEA HEALTH							
	I-124675	PREVEA HEALTH	R	10/15/2019		453.35CR	090220	453.35
0395	PRO ONE JANITORIAL INC							
	I-150205	PRO ONE JANITORIAL INC	R	10/15/2019		1,125.00CR	090221	1,125.00
1434	PAULA RAHN							
	I-201910089860	PAULA RAHN	R	10/15/2019		23.32CR	090222	
	I-201910089861	PAULA RAHN	R	10/15/2019		138.62CR	090222	161.94
6948	RAY'S TIRE							
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	I-1008964	RAY'S TIRE	R	10/15/2019		901.84CR	090223	1,481.84
0227	REINDERS INC							
	I-1802746-00	REINDERS INC	R	10/15/2019		17.73CR	090224	17.73
1	RICOSSA, RYAN							
	I-201910089862	OP LIC	R	10/15/2019		55.00CR	090225	55.00
7059	ROYAL DISTRIBUTING CO.							
	I-8493	ROYAL DISTRIBUTING CO.	R	10/15/2019		50.00CR	090226	50.00
3234	SHERWIN WILLIAMS							
	I-6803-2	SHERWIN WILLIAMS	R	10/15/2019		27.00CR	090227	27.00
6152	TIM SINKLER							
	I-201910089863	TIM SINKLER	R	10/15/2019		362.16CR	090228	362.16
2791	SIRCHIE FINGER PRINT LABS LLC							
	I-417072-IN	SIRCHIE FINGER PRINT LABS LLC	R	10/15/2019		294.20CR	090229	294.20
2683	SOMMERS CONSTRUCTION CO INC							
	I-19-02 (2)	SOMMERS CONSTRUCTION CO INC	R	10/15/2019		184,823.43CR	090230	184,823.43
7588	THOMAS EMS							
	I-33009	THOMAS EMS	R	10/15/2019		764.10CR	090231	764.10

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5663	TYLER TECHNOLOGIES INC I-045-277390	TYLER TECHNOLOGIES INC	R	10/15/2019		175.00CR	090232	175.00
3091	CARRIE UHLIG I-100219	CARRIE UHLIG	R	10/15/2019		90.00CR	090233	90.00
7210	VANDEN PLAS SANITATION INC. I-39658	VANDEN PLAS SANITATION INC.	R	10/15/2019		123.60CR	090234	123.60
1355	RONALD J VANPRICE I-201910089864	RONALD J VANPRICE	R	10/15/2019		524.70CR	090235	524.70
3707	VIKING ELECTRIC SUPPLY I-S002988560.001 I-S002988650.001 I-S002989903.001 I-S002999261.001	VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY	R	10/15/2019 10/15/2019 10/15/2019 10/15/2019		242.25CR 57.30CR 93.75CR 276.92CR	090236 090236 090236 090236	670.22
3311	VINTON CONSTRUCTION CORP I-19-18 (2)	VINTON CONSTRUCTION CORP	R	10/15/2019		418,507.21CR	090237	418,507.21
7350	WI MEDIA I-2768368 I-2868418	WI MEDIA WI MEDIA	R	10/15/2019 10/15/2019		102.85CR 721.95CR	090238 090238	824.80
1181	WI PARK AND RECREATION ASSOC I-231	WI PARK AND RECREATION ASSOC	R	10/15/2019		300.00CR	090239	300.00
5109	WILD BLUE TECHNOLOGIES I-26736-01	WILD BLUE TECHNOLOGIES	R	10/15/2019		8,844.00CR	090240	8,844.00
1	ZIESMER, KAYLA I-201910089865	OP LIC	R	10/15/2019		70.00CR	090241	70.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	85	0.00	1,314,483.81	1,314,483.81
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:	86	0.00	1,314,483.81	1,314,483.81

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	10/2019	64,344.40CR
201	10/2019	11,049.64CR
208	10/2019	71.62CR
211	10/2019	1,542.98CR
285	10/2019	5.49CR
292	10/2019	926.00CR
405	10/2019	1,203,791.78CR
601	10/2019	27,557.31CR
650	10/2019	5,194.59CR
=====		
ALL		1,314,483.81CR

Attachment: 10-15-19 VOUCHERS (8843 : Voucher approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 15, 2019

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Discussion and Possible Action on Participation in Opioid Litigation.

ATTACHMENTS:

- Opioid Negotiation Class Notice 9-19 (PDF)

NPO Litigation
PO Box 6727
Portland, OR 97228-6727



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Chief Legal Officer
CITY OF DE PERE
335 S BROADWAY
DE PERE WI 54115-2593

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Attachment: Opioid Negotiation Class Notice 9-19 (8841 : Discussion and Possible Action on Participation in Opioid Litigation.)



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**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019**

EXCLUSION REQUEST FORM

Read this page carefully then turn to Page 2 if you want to sign and send

Complete this form ONLY if your County or City does NOT want to remain a Class Member and does not want to share in any potential negotiated Class settlement. If your County or City does not complete and submit this form, it will be deemed to be a Class Member so long as it is a County or City in the United States as those terms are described in the Class Notice and is on the list of Class Members found at www.OpioidsNegotiationClass.info.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

_____	x	
	:	
In re NATIONAL PRESCRIPTION	:	1:17-md-2804 (DAP)
OPIATE LITIGATION	:	
_____	x	

Class Notice Administrator
NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

Dear Class Notice Administrator:

My County or City does **NOT** want to be a member of the Negotiation Class certified in the *In re National Prescription Opiate Litigation*. I understand that by completing the information requested on page 2, signing, and submitting a copy of this form by email (to the email address on page 2) sent on or before **November 22, 2019** OR by first-class U.S. mail (to the mailing address on page 2) post-marked on or before **November 22, 2019**, I am opting my County or City out of the Negotiation Class and it will **NOT** be a Class Member. I understand that by timely submitting this form, my County or City is foregoing the right to share in any Class settlement that may be obtained. I understand that my County or City is **NOT** guaranteed an opportunity to opt back in if there is a Class settlement, so this is our final decision. I also understand that by opting out, my County or City will not be bound by any judgment entered as part of any Class settlement.

I understand that if my jurisdiction is a Class Member and wants to remain a Class Member, it does not need to do anything now. I understand that I should **NOT** return this Exclusion Request Form if my jurisdiction wants to remain a Class Member.

I understand that, if I have any questions, I may contact Class Counsel at **1-877-221-7468**, or visit www.OpioidsNegotiationClass.info **BEFORE** I mail this form to you and **BEFORE** **November 22, 2019**.

**TURN TO PAGE 2 IF YOU WANT TO SIGN EXCLUSION/OPT-OUT FORM
AND FOR EMAIL AND MAILING ADDRESSES**

Attachment: Opioid Negotiation Class Notice 9-19 (8841 : Discussion and Possible Action on Participation in Opioid Litigation.)

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**IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019**

EXCLUSION REQUEST FORM
Read Information on Page 1 carefully before signing

Having read and understood the information on page 1, the County or City (**circle one**) entitled _____ in the State of _____ hereby excludes itself from the Negotiation Class certified by the United States District Court in the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL 2804. Under penalty of perjury and in accordance with 28 U.S.C. § 1746, I declare that I am an official or employee authorized to take legal action on behalf of my County or City.

Signature: _____

Print name: _____

Title: _____

City or County Represented: _____ (Circle one): City / County

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Date: _____

BY NOVEMBER 22, 2019

EMAIL TO:

**OR SEND BY
FIRST CLASS MAIL TO:**

info@OpioidsNegotiationClass.info

NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

Attachment: Opioid Negotiation Class Notice 9-19 (8841 : Discussion and Possible Action on Participation in Opioid Litigation.)

CLASS ACTION NOTICE AND FREQUENTLY ASKED QUESTIONS ("FAQs")

**To: All U.S. Counties, Cities, and Local Governments as
listed at www.OpioidsNegotiationClass.info**

A court authorized this notice. This is not a solicitation from a lawyer.

- Counties and cities across the country have sued manufacturers, distributors, and retailers of prescription opiate drugs seeking, among other things, reimbursement for monies spent addressing the opioid crisis. All federal actions have been centralized into one court in Ohio and are entitled, In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio). Additional cases are pending in state courts.
- The Court in In re: National Prescription Opiate Litigation has certified a voluntary "Negotiation Class" ("Class"). The Class is defined as: **all counties, parishes, and boroughs (collectively, "counties"); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively "cities")**. The Class includes all counties and cities, whether they have filed a lawsuit or not. The complete current list of Class Members is available at the Class website: www.OpioidsNegotiationClass.info. This list may be updated as the Court may order.
- **NO SETTLEMENT HAS BEEN REACHED. HOWEVER, IF YOUR COUNTY OR CITY STAYS IN THE CLASS**, it will be bound if a Class settlement is approved in the future. Your county or city will likely **NOT** be provided another opportunity to be excluded from this Class action, so you should read this notice carefully and consult with your counsel regarding your county or city's rights.
- The Court has certified two Racketeer Influenced and Corrupt Organizations Act ("RICO") claims under Rule 23(b)(3) and two Controlled Substances Act ("CSA") issues under Rule 23(c)(4). (see FAQ 7). The Class is certified solely to consider and vote on any future settlement offers made to the Class by one or more of 13 defendants (see FAQ 5). The purposes of the Class are (a) to unify cities and counties into a single negotiating entity to maximize their bargaining power and (b) to provide finality to opioids litigation for any settling Defendant.
- This Negotiation Class will not decide any claims or defenses in opioids litigation on the merits. It is certified as a Negotiation Class only, to facilitate Class Members' approval or rejection of proposed settlements. There are no proposed settlements at this time, and no guarantee that there will be in the future. **However, your legal rights are affected and it is recommended that you consult with counsel regarding the choice you have to make now.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
STAY IN THE CLASS REQUIRES NO ACTION	Stay in the Class. Await the negotiation outcome, but retain the right to pursue your own lawsuit in the meantime. Give up certain rights if a Class settlement is reached and approved by the Class and Court, but get a share of any Class settlement. By taking no action in response to this Notice, you remain in the Class. As a Class Member, you will still retain your right to pursue your own case unless and until any possible Class settlement is approved by the Court. As a Class Member, you have the right to vote on any settlement proposed to the Negotiation Class. A settlement will not be accepted unless supported by 75% of the voting Class Members, counted by number, population, and allocation, for both litigating and non-litigating entities, and approved by the Court. Settlement funds will be distributed at the county level and each county's share – and city's suggested share – can be viewed now by utilizing the Allocation Map at the Class website, www.OpioidsNegotiationClass.info. If the Court approves any settlement, that judgment will prohibit Class Members from suing the settling Defendant(s) about the claims and issues in the litigation.
REMOVE YOURSELF FROM THE CLASS REQUIRES ACTION BY NOVEMBER 22, 2019	Get out of the Class. Get no portion of any settlement. Keep rights. Those who exclude themselves from the Class cannot vote on, will not have the right to be paid under, and will not be bound by, any Class settlement. You keep any rights to negotiate separately about the same legal claims in this lawsuit, even if the Court approves a settlement for the Class. Class Members may exclude themselves from ("opt out" of) the Class by having an authorized officer or employee complete and sign the Exclusion Request Form enclosed here and submit it on or before November 22, 2019 by email or mail in accordance with the instructions in FAQ 26 below.

- Class representatives and Class counsel will represent the Class in negotiations with Defendants who choose to do so. You may enter an appearance through an attorney (at your own expense) if you desire, but it is not required. Class Membership does not eliminate existing agreements with individual counsel. The procedure for payment of Class/common benefit attorneys' fees/costs in connection with any Class settlement must be approved by the Court. Details of the proposed options and procedures for fees and costs are posted on the Class website.
- For complete information on the Class, the settlement allocation formulas, the Class certification motion and Order, the list of included Class Members, the voting process to be used by the Class in accepting or rejecting any Class settlement offer, and an Allocation Map determining your allocation of any proposed settlement, go to www.OpioidsNegotiationClass.info. Important information on the Opioids-related litigation, including all pertinent Orders and Schedules, and Frequently Asked Questions, will be available on the Class website on an ongoing and current basis.

Your rights and options are further explained below.

Any questions? Read on and visit www.OpioidsNegotiationClass.info.

DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION

Questions? Visit www.OpioidsNegotiationClass.info

FREQUENTLY ASKED QUESTIONS ("FAQS")

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20. If there is a Class settlement, how will my County or City's share of the settlement be determined? ..	9
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BASIC INFORMATION

1. Why is a Negotiation Class being formed? What is its purpose?

The purpose of the Negotiation Class is to create a cohesive group of cities and counties to negotiate Classwide settlements, on a voluntary basis, with Defendants who make, distribute, or sell opioids nationwide. Class Representatives and Class Counsel will represent the Negotiation Class. Class Members will vote on any Class settlement proposal. If 75% of those Class Members who vote (as described in FAQ 18 and 19 below) support a proposed Settlement, Class Counsel will ask the Court to approve it. The ultimate purpose of the Negotiation Class is to make settlement easier to obtain.

2. Is this the first Negotiation Class Action?

Yes. This is a new use of the Class action mechanism under Federal Rule of Civil Procedure 23, reflecting the unique nature of the national opioids litigation. Unlike any mass litigation before, thousands of cities and counties nationwide are pursuing claims against major defendants. The goal is to recover money to help fight the opioids epidemic, provide prevention and treatment services going forward, and change Defendants' practices.

3. Why use a Class mechanism?

Joining all cities and counties together as a Negotiation Class gives them maximum negotiating power, makes the negotiation of comprehensive settlements a more practical process, enables Defendants to know the group with which they are negotiating, and enables Class Members to vote on resulting settlement offers.

4. Who are the Class Representatives?

The Court has authorized the following 49 counties and cities to serve as the Negotiation Class's Class Representatives: (1) County of Albany, New York; (2) City of Atlanta, Georgia; (3) Bergen County, New Jersey; (4) City of Baton Rouge/East Baton Rouge Parish, Louisiana; (5) Broward County, Florida; (6) Camden County, New Jersey; (7) Cass County, North Dakota; (8) City of Chicago, Illinois; (9) Cobb County, Georgia; (10) City of Concord, New Hampshire; (11) Cumberland County, Maine; (12) City of Delray Beach, Florida; (13) Denver, Colorado; (14) Escambia County, Florida; (15) Essex County, New Jersey; (16) County of Fannin, Georgia; (17) Franklin County, Ohio; (18) Galveston County, Texas; (19) County of Gooding, Idaho; (20) City of Grand Forks, North Dakota; (21) County of Hennepin, Minnesota; (22) City of Indianapolis, Indiana; (23) County of Jefferson, Alabama; (24) Jefferson County/City of Louisville, Kentucky; (25) Jersey City, New Jersey; (26) Kanawha County, West Virginia; (27) King County, Washington; (28) City of Lakewood, Ohio; (29) City of Los Angeles, California; (30) City of Lowell, Massachusetts; (31) City of Manchester, New Hampshire; (32) Maricopa County, Arizona; (33) Mecklenburg County, North Carolina; (34) The Metropolitan Government of Nashville and Davidson County, Tennessee; (35) Milwaukee County, Wisconsin; (36) Monterey County, California; (37) City of Norwalk, Connecticut; (38) County of Palm Beach, Florida; (39) Paterson City, New Jersey; (40) City of Phoenix, Arizona; (41) Prince George's County, Maryland; (42) Riverside County, California; (43) City of Saint Paul, Minnesota; (44) City of Roanoke, Virginia; (45) County of Rockland, New York; (46) City and County of San Francisco, California; (47) County of Smith, Texas; (48) County of Tulsa, Oklahoma; and (49) Wayne County, Michigan.

5. Who are the Defendants?

The Court has authorized the Negotiation Class to negotiate with 13 Defendants (including their affiliates): (1) Purdue, (2) Cephalon, (3) Endo, (4) Mallinckrodt, (5) Actavis, (6) Janssen, (7) McKesson, (8) Cardinal, (9) AmerisourceBergen, (10) CVS Rx Services, Inc., (11) Rite-Aid Corporation, (12) Walgreens, and (13) Wal-Mart. The Negotiation Class is authorized to negotiate settlements with any of these 13 Defendants, on any of the claims or issues identified below in FAQ 7, or other claims or issues arising out of the same factual predicate. If Class Counsel seek to negotiate for the Class with any other defendants, they can file a motion asking the Court to amend the Class certification order.

6. Has a Class settlement been reached with Defendants yet?

No. No Class settlement has been reached yet with any Defendant. But the existence of a Negotiation Class makes the possibility of Class settlement more feasible because a Defendant will know the group with which it is negotiating. There is no guarantee, however, that there will be a Class settlement and it is possible that there will be settlements that do not encompass the Class, such as settlements between one or more Class Members and one or more Defendants.

THE CLASS CLAIMS AND ISSUES

7. What claims and issues are certified for the Negotiation Class?

In this Negotiation Class, the Court certified two federal Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims and two federal Controlled Substances Act (“CSA”) issues. The RICO claims and the issues related to the CSA are similar across the country and the Class. The first RICO claim alleges that five Defendants misled physicians and the public about the need for and addictiveness of prescription opioids, all in an effort to increase sales. The second RICO claim alleges that eight Defendants ignored their responsibilities to report and halt suspicious opioid sales, all in an effort to artificially sustain and increase federally-set limits (quotas) on opioid sales. The CSA issues allege that the CSA required Defendants to create systems to identify, suspend, and report unlawful opioid sales, and that Defendants failed to meet those obligations. As noted in FAQ 5, above, the Negotiation Class is authorized to negotiate Class settlements concerning these claims and issues or other claims or issues arising out of the same factual predicate. **However, this Negotiation Class does not involve claims by State governments against the Defendants and no Class settlement will release or otherwise interfere with any State government’s current or future litigation. This Negotiation Class concerns claims only of counties and cities.** You can read more about these claims and issues in the Court’s Memorandum Opinion certifying this Class, which is posted at www.OpioidsNegotiationClass.info.

8. Has the Court decided any claims or issues?

No. The Court has not decided any Classwide claims or defenses on the merits and the Court will not render any Classwide decisions on the merits of any claims asserted by the Class or individual Members of it. By establishing this Negotiation Class and issuing this notice, the Court is not suggesting the Class would win or lose this case. This Class has been certified for negotiation purposes only.

WHO IS IN THE CLASS

9. What entities are included in the Negotiation Class?

The Negotiation Class is defined as:

All counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”).

A complete current list of Class Members is available at www.OpioidsNegotiationClass.info. The list may be updated as the Court may order.

The terms “counties” and “cities” are used only as shorthand. The Class includes political subdivisions with other names, such as parishes, villages, towns, townships, etc. The list of Class Members was devised primarily from the U.S. Census Bureau lists of governmental entities that provide services to their residents. Check the Cities and Counties lists posted on the Class website to confirm whether you are a Negotiation Class Member.

10. Are counties and cities with state court-filed actions considered part of the Negotiation Class?

Yes. Counties and cities that sue in state court are Members of this Negotiation Class, with the option to opt out. However, nothing about Membership in the Negotiation Class interferes with the rights of any federal or state court plaintiffs to proceed with their own cases for litigation, trial, or individual settlement. Only if and when a Class settlement has been reached, has been approved by 75% of the voting Class Members as described in FAQ 19, and has been approved by the Court, would Class Members lose their ability to proceed on their own, in exchange for the settlement benefits that they would receive.

11. Will the Negotiation Class end the opioid litigation that my County or City has filed?

Not now and only if a Class settlement is later reached and approved. Your county’s or city’s Membership in the Negotiation Class will not immediately affect any opioid suit it has filed, whether in federal or state court. It also will not stop your county or city from filing or pursuing a lawsuit, and it will not affect any scheduled hearings or trials in any lawsuit. However, if there is a final Class settlement, approved by the required 75% of the voting Class Members and by the Court, the final settlement will likely end all other opioids-related litigation brought by Class Members. In the meantime, you do not need to opt out of the Class to file, continue to prosecute, or settle your own case, and you may keep any settlement or judgment you obtain. If any county or city obtains a judgment or settlement with a Defendant before the Negotiation Class does, however, it will not receive additional compensation through any later Negotiation Class settlement. But by remaining in the Class, your county or city does risk foregoing its own lawsuit (although it would obtain money from a Class settlement) if a Class settlement is reached and approved.

12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?

The Negotiation Class does not directly affect the litigation or settlement of the claims of other types of plaintiffs, such as Indian Tribes, third party payors, and others, that are proceeding in federal or state courts. These plaintiffs can organize themselves as groups or propose their own Classes, for trial or settlement purposes.

THE NEGOTIATION CLASS PROCESS

13. Now that the Court has approved this process, what will happen next?

The creation of the Negotiation Class has these next steps:

- On **September 11, 2019**, Judge Polster, the federal judge overseeing all of the national opioids litigation, certified the Negotiation Class to go forward.
- On or before **September 20, 2019**, Class Action Notice will be sent via First-Class mail and posted to the Class website www.OpioidsNegotiationClass.info to all Class Members.
- Class Members have until **November 22, 2019** to decide whether to participate or to opt out of the Class. This is the “opt-out period.” All Class Members are automatically included in the Class. If a Class Member wants to participate, it does not need to do anything at this point. Only Class Members that wish to exclude themselves (“opt out”) and not participate in the Class must act: they must submit a copy of the enclosed Exclusion Request Form on or before **November 22, 2019**, using the instructions in FAQ 26.
- After the close of the opt-out period, the Court will enter an order confirming the Membership of the Class, saying who is in and who is out of the Class.
- After that, the Class will operate if, and only if, one or more of the Defendants wishes to negotiate with the Class as a whole through the Negotiation Class mechanism.
- If a proposed Class settlement is reached, the proposal will be submitted to the entire Class Membership for its approval or rejection in accordance with the voting formula (described in FAQ 18 and 19 below). If no proposed settlement is reached, the Class will not vote and will have no other role.

14. If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement?

All Negotiation Class Members will be given advance notice of any Class settlement offer, including details on its terms and conditions, and they will have an opportunity to vote on each settlement offer. Class Members will be able to cast their vote securely, through the Class website, which will establish a voting identity and portal for each Class Member. Only Class settlements achieving 75% approval votes, by number, by allocation, and by population, of the litigating and non-litigating Class Members that vote (as described in FAQ 19) will be submitted to the Court, which will make the final determination of whether to approve the settlement.

15. If there is a proposed Class settlement, does the Court still have to approve it?

Yes. If there is a proposed settlement that is approved by 75% of the voting Class Members, as described in FAQ 18 and 19, the Court will review and decide whether to approve it, under the Class action settlement approval process set forth in Federal Rule of Civil Procedure 23(e). Generally, the Court will assess whether any settlement is fair, reasonable, and adequate. All applications for fees and costs also require court approval under Rule 23 procedures. (See https://www.law.cornell.edu/rules/frcp/rule_23.)

16. If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement?

Yes. As a Negotiation Class Member, you will be entitled under Rule 23(e) to object to any settlement, even if it has received approval from the Class. However, as described in FAQ 27, you

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will likely not be able to exclude yourself from the Class at that time. An objection explains your concerns to the Court for its consideration but does not remove you from the Class.

17. How long will the Negotiation Class last?

The Negotiation Class will last for 5 years from the date it is certified by the Court. The Court certified the Class on September 11, 2019 and the Negotiation Class will last until September 11, 2024. After that date, the Class will not exist as an entity with which a Defendant can negotiate. However, the Negotiation Class will continue to exist with regard to: (1) any Class settlements presented to the Negotiation Class for a vote before that date, to carry out the voting and approval process; and (2) any Class settlements reached before that date, to complete settlement administration and enforcement.

VOTING

18. If there is a proposed Class settlement, how will the voting be done?

Each Class Member will vote only once on any particular Class settlement proposal. The vote will simply be yes-or-no, in favor of or against the proposed settlement. Class Members that do not vote will not be counted as either yes or no votes; as with an election for government office in the United States, the only votes that are counted are those of the voters who actually cast votes. Class Members' votes will be tabulated mechanically within each applicable voting pool, to make sure that 75% of each pool is in favor of the proposed settlement before it is presented to the Court. The voting pools are described in FAQ 19. Voting tabulation does not require any effort by the Class Members. The requirement of 75% support of voting Class Members across the different voting pools ensures that no settlement will go forward without a wide cross-section of support from cities and counties of all sizes and interests.

19. If there is a proposed Class settlement, how many votes are needed to approve it?

The agreement to be bound by a supermajority vote means that no settlement can be reached that would bind the Negotiation Class without the approval of 75% of the voting Class Members, defined in several ways. To be binding, 75% of those voting in each of the following six categories must approve a proposed settlement:

- 75% of the total number of voting Class Members that had filed suit as of June 14, 2019 ("litigating entities"). This number is based on all individual Class Members who had suits on file regardless of size, so that each voting entity has one vote;
- 75% of the total number of voting Class Members that had not filed suit as of June 14, 2019 ("non-litigating entities"). This number is based on all individual Class Members who had not filed suit, regardless of size, so that each voting entity has one vote;
- 75% of the total population of all voting Class Members that had filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes yes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor. The population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;

Questions? Visit www.OpioidsNegotiationClass.info

- 75% of the total population of all voting Class Members that had not filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county's vote is weighted as 20,000 votes in favor, and the city's vote is recorded as 10,000 votes in favor. Again, the population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;
- 75% of the litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info; and
- 75% of the non-litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info.

For purposes of counting votes, only votes cast will be considered. In order for a proposed settlement to be binding on the Negotiation Class, 75% of those Class Members who cast votes in **each** of these six categories must be in favor. No settlement will be submitted to the Court for final approval unless 75% of those voting in **each** of the six categories are in favor. No county or city that is not a Class Member as of the deadline for a vote on a proposal will be allowed to vote on that proposal.

ALLOCATION OF CLASS SETTLEMENT FUNDS

20. If there is a Class settlement, how will my County or City's share of the settlement be determined?

Any Class settlement funds will be distributed in three steps:

Step 1: Each county's share of the settlement will be distributed in accordance with an "allocation model." The allocation model uses three factors, based on reliable, detailed, and objective national data, to determine the share of a settlement fund that each county will receive. These factors address the most critical causes and effects of the opioids crisis, and are each weighted equally (1/3-1/3-1/3): (1) the amount of opioids distributed within the county, (2) the number of opioid deaths that occurred in the county; and (3) the number of people who suffer opioid use disorder in the county. This model is designed not to favor either small or large counties based solely on population. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused actual harm.

Step 2: Counties and their constituent cities, towns, and boroughs may distribute the funds allocated to the county among all of the jurisdictions in any manner they choose. If the county and cities cannot agree on how to allocate the funds, the Class website reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past. Any of the affected jurisdictions may ask a Special Master to apply a different formula.

Step 3: If the default allocation is used and a city's share is less than \$500, then that amount will instead be distributed to the county in which the city lies to allow practical application of the abatement remedy. Affected cities could seek recovery through intra-county allocation described in Step 2, or from the Class Members' Special Needs Fund (see FAQ 24). In the rare circumstance that a city with a share of less than \$500 lies in a county that does not have a county government, the amount would instead go to the Class Members' Special Needs Fund, and Class members could seek recovery from that Fund.

Further information about the allocation formulas and their data sources are available at the Class website.

Questions? Visit www.OpioidsNegotiationClass.info

21. What happens if a county and its constituent cities make different decisions about staying in the Class?

- If a county and all of its constituent cities remain in the Class, each entity's share will be determined as explained in FAQ 20.
- If a county remains in the Class, but one or more cities within the County are not in the Class, there are a variety of ways that a Class settlement might address that situation, but it is possible that a Class settlement would require that the County's allocation be reduced.
- If a county is not in the Class, but cities within that county remain in the Class, there are a variety of ways a Class settlement might address that situation. One possibility is that a city would receive no direct monetary allocation because its county has opted out, but that it could seek monetary relief through the Special Needs Fund (see FAQ 24). If a settlement provides a city no possibility of monetary relief because its county has opted out, Class Counsel anticipates the city would not be required to release its claims against the settling Defendant.

22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?

The Negotiation Class process does not interfere with a Defendant's ability to settle directly with one or more States. If a Defendant reaches a settlement directly with a State, nothing about this Negotiation Class process would affect the distribution of those settlement funds between the State and its own cities or counties. The Court has explicitly ordered that the Class's lawyers not involve themselves or the Class in the process of allocating monies secured by States between themselves and their counties and cities.

23. Will Negotiation Class Representatives receive anything more than other Class Members?

Negotiation Class Representatives do not receive preferential treatment under any settlement simply for serving as Class Representatives. Their allocation will be calculated in precisely the same manner as every other Class Member's. However, they can apply to the Court for reimbursement of costs and expenses incurred by reason of serving as Class Representatives. Also, courts often award a modest amount to Class Representatives, called an incentive or service award, so as to encourage Class Representatives to step forward on behalf of others. Any such awards are subject to Class notice and Court approval.

24. What is the Special Needs Fund?

Fifteen percent (15%) of any Class settlement fund will be put into the "Special Needs Fund." Any Class Member may apply for a distribution from the Special Needs Fund: (1) to recover its costs of litigating its own opioids lawsuit, if that case was filed before June 14, 2019; and/or (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class Member's allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

YOUR RIGHTS AND OPTIONS

25. Can my county or city exclude itself from the Negotiation Class?

Yes. You have a **one-time** opportunity to exclude your county or city from the Class and you must do so before November 22, 2019. You must follow the procedure set forth in FAQ 26 below to

Questions? Visit www.OpioidsNegotiationClass.info

exclude your county or city. As explained in FAQ 27, you will likely **not** be given a second opportunity to exclude your county or city from the Class if a settlement is later reached and you should not count on such an opportunity being available at that time.

26. How does my county or city exclude itself from the Negotiation Class?

You may exclude your county or city ("opt out") by signing and sending, either by email or by first-class U.S. mail, the enclosed Exclusion Request Form.

- If submitted by email, the form must be sent to info@OpioidsNegotiationClass.info on or before **November 22, 2019**.
- If submitted by mail, the form must be postmarked on or before **November 22, 2019** and sent by first-class U.S. mail to:

NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

The Exclusion Request Form must be signed by an **authorized** official or employee of the county or city itself, under penalty of perjury pursuant to 28 U.S.C. § 1746, and is subject to verification by the Court. If you exclude your county or city from the Negotiation Class, your county or city will not be bound by any Orders or Judgments regarding the Class, and it will have no right to share in any settlement reached by the Class.

27. If my county or city stays in the Negotiation Class, can it exclude itself later if it doesn't like a proposed settlement?

Not under the current Court Order. The Court's Order certifying the Negotiation Class provides only one opportunity for a county or city to exclude itself from the Class. The exclusion deadline ends on November 22, 2019. If a settlement is reached and proposed to the Class for its approval, Class Members who do not support the settlement may (1) vote against it and/or, (2) if the settlement is nonetheless approved by the Class votes, file objections with the Court. Rule 23 permits a court to offer a second opportunity for Class Members to opt out when a settlement is proposed, but the Rule does not require the Court to give Class Members a second opportunity to opt out. In this case, it is anticipated that the Court will not give Class Members a second opportunity to opt out. Therefore, Class Members should not rely on that possibility. Class Members should expect that there will be no opportunity to opt out of the Class after **November 22, 2019**.

THE LAWYERS REPRESENTING THE CLASS

28. Who are the Class Counsel?

The Court has authorized the following six lawyers to jointly represent the Negotiation Class: Jayne Conroy and Christopher A. Seeger are Co-Lead Negotiation Class Counsel and Gerard Stranch, Louise Renne, Mark Flessner, and Zachary Carter are Negotiation Class Counsel. Each of these six lawyers represents only cities or counties in Opioids-related litigation.

29. How do Class Counsel get paid?

Class Counsel will apply to the Court for approval of fees and costs under Rule 23(h). As a Class Member, you will receive notice and have an opportunity to object to any such application. The Court may appoint fee committees to make recommendations of any fee awards, to avoid duplication of payment, and to ensure appropriate compensation of those whose efforts provided a common benefit. The Court will make the final decision about all fees paid out of the Class's recovery to any lawyer.

Questions? Visit www.OpioidsNegotiationClass.info

30. Under this proposal, what happens to my County or City's current fee agreement with outside counsel?

The current fee agreement that a county or city has with its outside counsel remains in effect. Membership in the Negotiation Class does not change that. In the event of any settlement that achieves Class and Court approval, there would be a "Private Attorneys Fund" from which outside counsel for Class Members that had signed retainer agreements for opioid epidemic-related litigation before June 14, 2019 could apply for fees and costs in lieu of any current fee agreement. That would be a voluntary decision between the county or city and its outside counsel. A total of up to 10% (maximum) of any approved Class settlement amount will be held in the Private Attorneys Fund. Any unawarded amount remaining in this Fund would revert to the Class. The Court must approve all payments from this Fund.

GETTING MORE INFORMATION

31. How can my County or City keep up with what's going on in this case?

Pertinent news and information will be posted at the Class website, **www.OpioidsNegotiationClass.info** on an ongoing basis. As a Class Member, you also will have the opportunity to sign up, through the Class website, for email notices alerting you to the fact that new information has been posted to the Class website.

DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION

DATE: September 11, 2019.