



Common Council

Regular Meeting

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

Agenda

Tuesday, January 21, 2025

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **January 21, 2025** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

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

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance.
3. Approval of the minutes of the December 17, 2024 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. Section 6-3(f) DPMC
5. Recommendation from Plan Commission for a 4-lot Extraterritorial Certified Survey Map at 1201 Wrightstown RD in Rockland (Parcel R-279).
6. Recommendation from the Board of Park Commissioners on Approval of Amerilux as Main Beer Garden Sponsor for 2025.

7. Recommendation from Board of Public Works on award of Contract 24-17 Community Center Relay to Alfson Excavating LLC in the amount of \$662,927.50.
8. Recommendation from the Board of Public Works on Award of Contract for 9th Street Reservoir Overflow Modifications to Jossart Brothers, Inc. in the amount of \$68,500.00.
9. Recommendation from Board of Public Works on GV-15 Retaining Wall Design Concepts.
10. Recommendation from Board of Public Works on GV-16 Bridge Design Concepts.
11. Recommendation from Board of Public Works on Approval of Neighborhood Watch Sign Policy.
12. Resolution #25-01 Authorizing Second Amendment to Agreement for Consulting Services with Short-Elliott-Hendrickson, Incorporated (MSC Expansion for Design and Construction Engineering Services).
13. Resolution #25-02 Approving Contracts with Wisconsin Public Service Corporation for Outdoor Lighting Service (Decorative Lighting in the Downtown Areas).
14. Resolution #25-03 Authorizing Participation in Cost-Share Grant with Brown County for U.S. Department of Transportation Safe Streets and Roads for All Program.
15. Resolution #25-04 Approving State/Municipal Financial Agreement with WisDOT for I-41-Southbridge Road Interchange.
16. Resolution #25-05 Approving Revision #1 to State/Municipal Financial Agreement (STH 32 from Cook Street to Merrill Street).
17. Resolution #25-06 Approving Grant Agreement for WI DPH LPHD Consolidated Contract #65397.
18. Resolution #25-07 Approving Memorandum of Agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection.
19. Resolution #25-08 Regarding De Pere Parks, Recreation & Forestry Park and Facilities Rentals, Recreation Programs, Aquatics and Community Center 2025 Fees.
20. Resolution #25-09 Resolution Authorizing Representatives to Declare Official Intent for Reimbursement for Federal Tax Law Purposes.
21. Resolution #25-10 Approving Utility Easement for underground electrical services to Wisconsin Public Service (Parcel ED-275; 335 South Broadway Street).
22. Resolution #25-11 Authorizing Purchase of Placer Labs Inc. Online Venue Analytics Platform.
23. Resolution #25-12 Authorizing Agreement for Consulting Services with Miron Construction Co., Inc. for a Public Parking Garage.
24. Resolution #25-13 Creating Senior Mechanic Position and Assigning Position to City's Table of Organization and Compensation Plan.

II. Future Agenda Items

III. Adjournment

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Trevor Frank, SEH

Joshua Steffeck, REL

Robert Laskowski, WPS

Tina Alfson, Alfson Excavating



Common Council

Regular Meeting

Draft Minutes

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

Tuesday, December 17, 2024

7:30 PM

Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the December 3, 2024 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Shana Defnet Ledvina, Aldersperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

4. Public Hearing to act on a request for a Zoning Map Amendment from MX2 Neighborhood Mixed-Use District to GX1 Office-Residential Mix District, 314 North Broadway Street and 330 North Broadway Street (ED-870 and ED-871).

A. Notice of Public Hearing.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom reported that Plan Commission members requested additional information from the applicant, which they have provided for this meeting. Mayor Boyd declared the public hearing open. Residents James and Holly Williams expressed concern about the use of the property as a pet crematorium, and shared results of their research about the potential effects of emissions and regulation standards in the pet cremation industry. Resident Jennifer Parins also spoke against the proposed rezoning. No one else wished to speak so Mayor Boyd then declared the public hearing closed.

C. Ordinance #24-24 Approving Zoning Map Amendment from MX2 Neighborhood Mixed-Use District to GX1 Office-Residential Mix District (ED-870 and ED-871; 314 North Broadway Street and 330 North Broadway Street).

Council members asked questions about the initial zoning classification for this property, and the recommendation from staff to approve the rezoning. Discussion followed regarding potential mechanisms to prevent certain uses, and how possible emissions complaints would be handled.

RESULT:	DEFEATED [7 TO 0]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Perock, Quigley
ABSTAIN:	Shana Defnet Ledvina

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

None.

6. Consideration and Possible Action on the following Community Service Grant applications:

A. Sleep in Heavenly Peace, Inc. - No Kid Sleeps on the Floor in Our Town!

B. De Pere VFW Post 2113 - Beautification of Master Veteran grave monuments

Alderperson Gantz moved, seconded by Alderperson Ledvina to award \$600 to each applicant, with \$400 to come from unassigned reserves. Alderperson Ledvina moved, seconded by Alderperson Gantz to open the meeting. Upon vote, motion carried unanimously. Randy Hansen from VFW Post 2113 explained the project and answered questions from Council members. Alderperson Ledvina moved, seconded by Alderperson Quigley to close the meeting. Upon vote, motion carried unanimously.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Pamela Gantz, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

7. Recommendation from the Board of Public Works to delay the reconstruction of Merrill Street to 2026.

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

8. Recommendation from Finance/Personnel Committee to Approve City Manager Job Description.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

9. Recommendation from Finance and Personnel Committee to approve Amendments to the "Deeper Roots - Housing Stock Improvement Program."

Development Services Director Dan Lindstrom answered questions from Council members about the program. Alderperson Hansen pointed out that the program now allows 30% of the funds to be used for interior projects.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

10. Recommendation from the Finance/Personnel Committee to Approve a copier purchase and subsequent service contract for the Health Department from Complete Office of Wisconsin.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

11. Recommendation from Finance/Personnel Committee to Approve Definitely De Pere's request to waive Invoice #202408015405 in the amount of \$1,461.25 related to the 2024 Tour De Pere special event.

Council members discussed the request, noting that it should not become the norm because Definitely De Pere already receives a 50% discount on police department and other fees as a non-profit organization.

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

12. Consideration and Possible Action on MOU between City of De Pere and Downtown De Pere Inc. for ARPA funds for Main Avenue Streetscape.

City Manager Larry Delo explained that while initially ARPA funds had to be spent by the end of this year, the state loosened their definition to include that the money can be obligated (instead of spent). The memorandum of understanding meets this definition. Development Services Director Dan Lindstrom explained that not all the funds were spent because of vendor issues and Definitely De Pere's internal staffing issues.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

13. Ordinance #24-25 Amending Section 6-3 of the De Pere Municipal Code Regarding Rules of Order.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

14. Ordinance #24-26 Amending Section 10-5 of the De Pere Municipal Code regarding City Officer positions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

15. Resolution #24-103 Approving Reclassification of Senior Building Inspector position to Building Inspector Manager and Authorizing Corresponding Adjustment to Compensation Plan Grade Level.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

16. Resolution #24-104 Authorizing First Amendment to Development Agreement (Gypsum Management and Supply - Builders Court; Parcel Nos. WD-L176-1 & WD-1138).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

17. Resolution #24-105 Approving Development Agreement Regarding a Mixed-Use Redevelopment between the City of De Pere and 417 Main, LLC.

Development Services Director Dan Lindstrom was asked about the façade grant program, and he stated that the project would only have qualified for \$10,000; this would not have provided enough funding to get the project over the finish line.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

18. Resolution #24-106 Authorizing First Amendment to Water Utility Billing Services Agreement between the City of De Pere and the Green Bay Water Utility.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

19. Resolution #24-107 Regarding Health Department Fees for 2025.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

20. Resolution #24-108 Regarding Certain Fees (Public Works and City Clerk).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

21. Resolution 24-109 Authorizing the Redevelopment Authority of the City of De Pere to Acquire Blighted Property at 2535 Lawrence Drive (Parcel No. (WD-L482-1).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
SECONDER:	Shana Defnet Ledvina, Devin Perock
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

22. Future agenda items.

None.

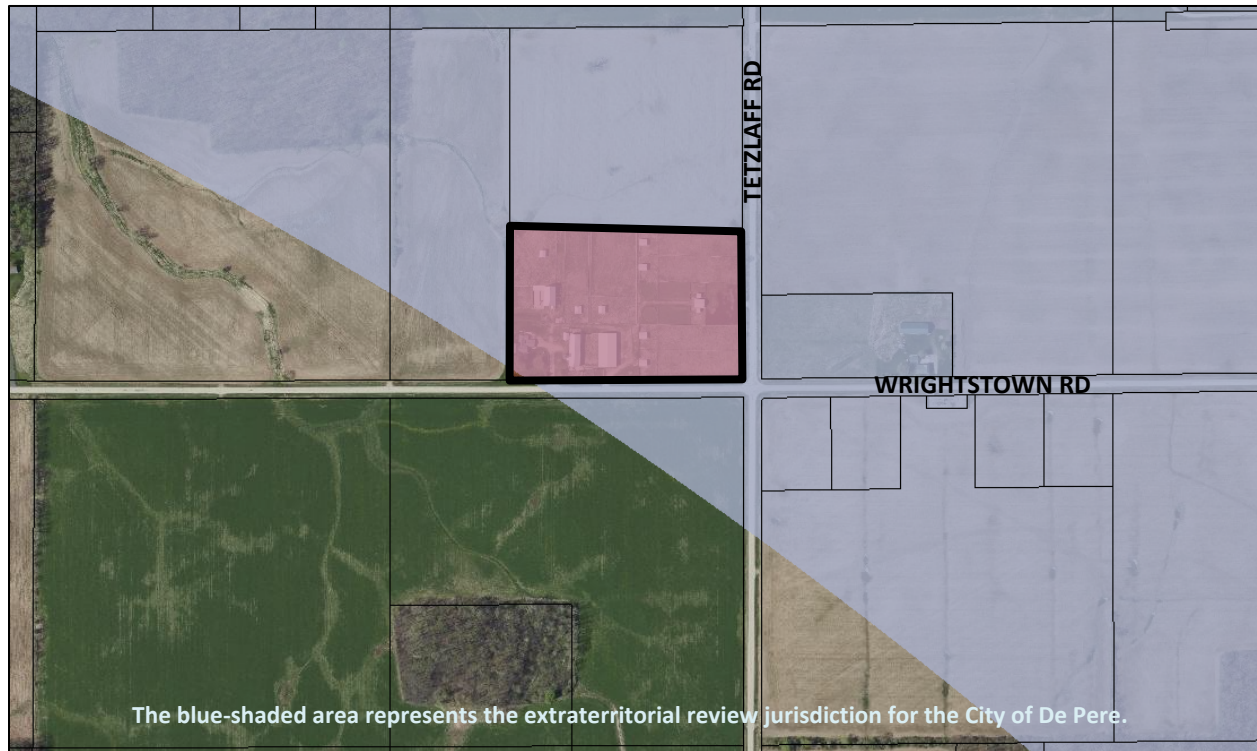
23. Adjournment.

Alderperson Carpenter moved, seconded by Alderperson Perock to adjourn the meeting at 8:29 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

Item 4: Consideration and possible action for an extraterritorial 4-lot certified survey map at 1201 Wrightstown RD in Rockland (Parcel R-279).*

SITE MAP



REQUESTED ACTION:	Extraterritorial Certified Survey Map Approval.	
COMMON DESCRIPTION:	1201 Wrightstown RD, located northwest of the Wrightstown RD and Tetzlaff RD intersection in Rockland.	
ZONING:	ER-2, Estate Residential 2-Acre in Rockland.	
SURROUNDING LAND USES:	Agricultural to the north, south, east, and west.	
COMPREHENSIVE PLAN:	Residential in Rockland.	
APPLICANT/OWNER:	<u>Applicant</u> Brad Rymer Vierbicher 400 Security BL. STE 1 Green Bay, WI 54313	<u>Property Owner</u> Dabarto Properties LLC 801 Heritage RD, STE C De Pere, WI 54115
LAND USE HISTORY:	After a review of air photographs, the site had agricultural uses since 1938.	
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan,	

surrounding land uses, and desired development patterns.

- The proposed CSM is 13,700 feet (2.6 miles) south of the De Pere city limits.
- The proposed land division will create four residential lots.
- The site is located outside the sewer service area.
- The Rockland minimum acreage and frontage requirements are 2.0 acres and 150 feet. The De Pere minimum acreage and frontage requirements are 0.46 acres and 100 feet.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed lot sizes, street frontages, and setbacks meet De Pere's requirements.

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

1. Meeting all other state and local regulations, including the City of De Pere, Village of Wrightstown, Town of Rockland, and Brown County Planning Commission.
2. Revise the City Clerk's name to reference "Carey E. Danen".



Planning/Zoning Application

Planning & Zoning Department

Submitted On:

Nov 12, 2024, 11:09AM EST

Parcel Number: (Include ALL parcels)	r-279
Nearest property address to the project site:	Street Address: 1201 wrightstown road City: Rockland State: W Zip: 54115
Check each project type that is being applied for:	CSM
Number of lots in the CSM:	4
Number of outlots in the CSM:	0
Current De Pere Zoning Districts:	Not in De Pere
Extraterritorial Zoning Districts:	RR ER-10
Existing Site Land Uses:	Residential
Proposed Site Land Uses:	Residential
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: Dirk Bartolazzi Last Name: Dabarto Properties LLC
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 801 Heritage Road Property Owner's Address:: Suite C City: DePere State: W Zip: 54115
Property Owner's Phone Number:	920-676-6475
Property Owner's Email Address:	bartolazzihomes@gmail.com
Is someone processing the project for the property owner as their authorized representative?	Yes

Authorized Representative's Name:	First Name: Brad Last Name: Rymer
Authorized Representative's Business Name:	Vierbicher
Authorized Representative's Phone Number:	920-434-9670
Authorized Representative's Email Address:	brym@vierbicher.com
Please attach 1 PDF copy of the CSM.	L-12328.pdf
How do you plan on paying for your application?	Mail a check
Total Due:	\$375.00
Signature Data	First Name: Brad Last Name: Rymer Email Address: brym@vierbicher.com  Signed at: November 12, 2024 11:06am America/New_York
User's Session Information	IP Address: 74.87.124.242 Referrer URL:

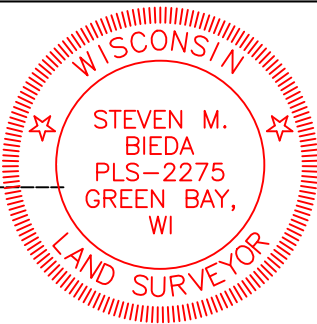
Certified Survey Map

All of Lot 2, Volume 60, Certified Survey Maps, Page 133, Map Number 8522, Document Number 2696067, Brown County Records, located in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

Graphic Scale: 1" = 150'



Steven M. Bieda
PLS-2275
September 3, 2024



North



Legend

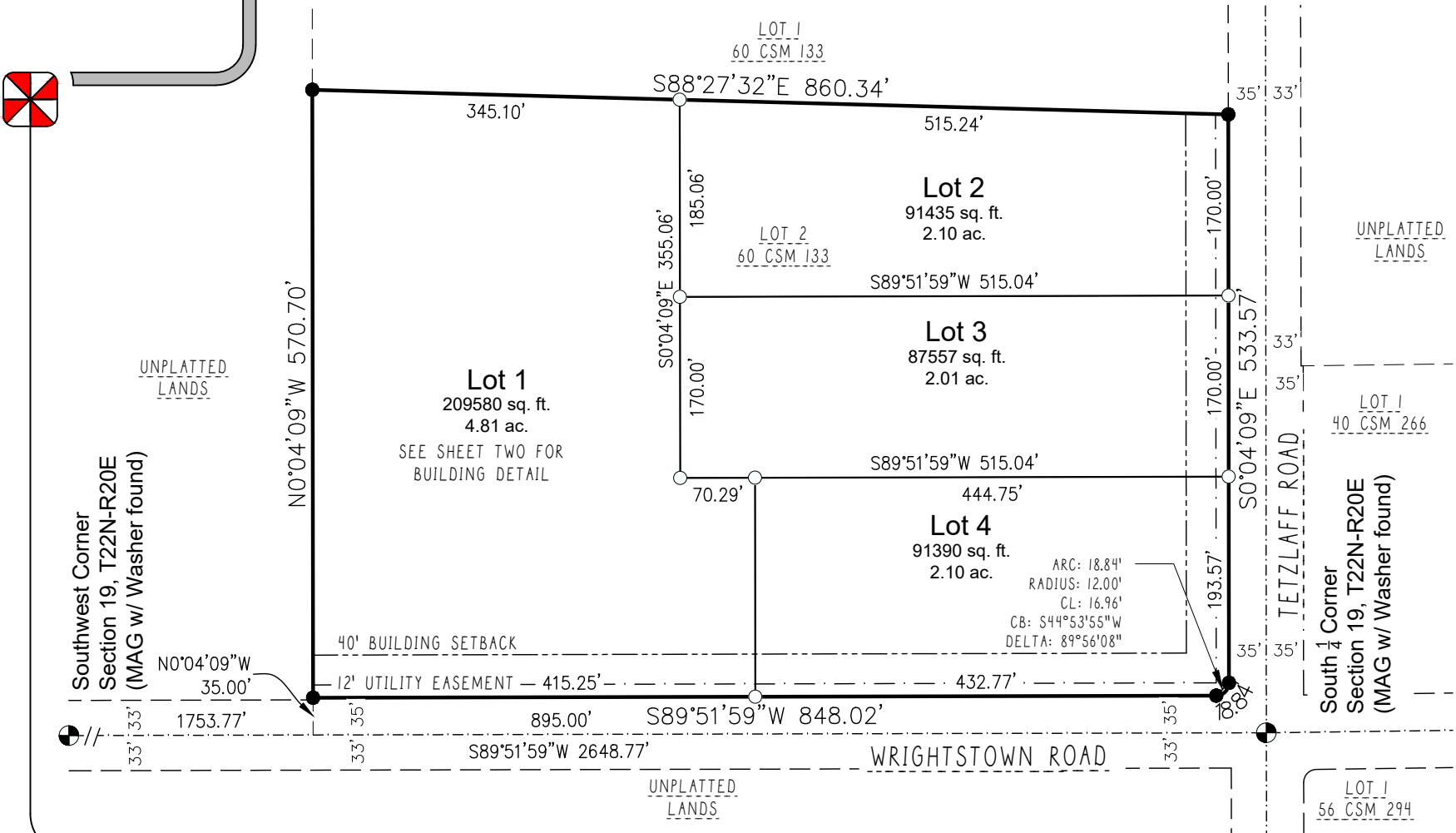
- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊙ Brown County monument - type noted
- () recorded as bearing / distance

existing building

NOTES

Bearings referenced to the South line of the Southwest $\frac{1}{4}$ of Section 19, T22N-R20E, assumed to be 89°51'59"W.

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



Sheet One of Four
Project No.: 240533
Drawing No.: L-12328
Fieldwork Completed: 09/05/24



vierbichler
planners | engineers | advisors

Client: Dabarto Properties LLC

Tax Parcel: R-279
Drafted By: CPM
File: 240533CSM 082324.dwg
Data File: 240533.txt

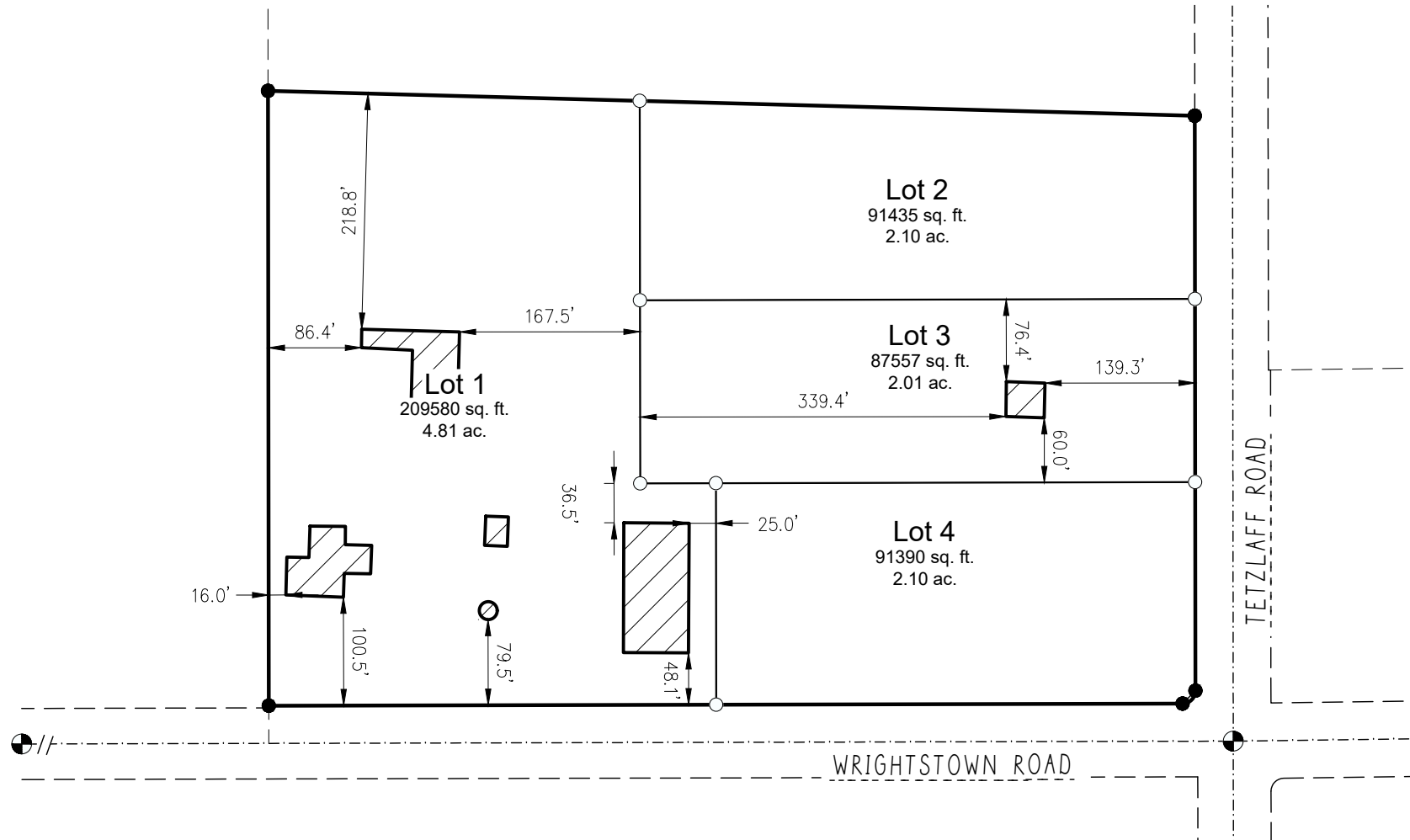
400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670



Certified Survey Map

All of Lot 2, Volume 60, Certified Survey Maps, Page 133, Map Number 8522, Document Number 2696067, Brown County Records, located in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

Graphic Scale: 1" = 150'



Steven M. Bieda
PLS-2275
September 3, 2024



Sheet One of Four

Project No.: 240533

Drawing No.: L-12328

Fieldwork Completed: 09/05/24



vierbichler
planners | engineers | advisors

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670

Client: Dabarto Properties LLC

Tax Parcel: R-279

Drafted By: CPM

File: 240533CSM 082324.dwg

Data File: 240533.txt



Certified Survey Map

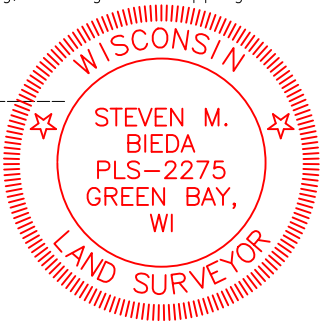
All of Lot 2, Volume 60, Certified Survey Maps, Page 133, Map Number 8522,
Document Number 2696067, Brown County Records, located in the Southeast $\frac{1}{4}$ of the
Southwest $\frac{1}{4}$ of Section 19, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped All of Lot 2, Volume 60, Certified Survey Maps, Page 133, Map Number 8522, Document Number 2696067, Brown County Records, located in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Rockland, and the Brown County Planning Commission code in surveying, dividing and mapping the same.

Steven M. Bieda
PLS-2275
September 3, 2024



CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this ____ day of _____, 20__.

Devin Yoder
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

Charles T. Mahlik Date
Brown County Deputy Treasurer

CERTIFICATE OF THE TOWN OF ROCKLAND

Approved for the Town of Rockland this ____ day of _____, 20__.

Julie Koenig
Town Clerk





CERTIFICATE OF THE CITY OF DE PERE

Approved by the Common Council of DePere this _____ day of _____, 20__.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

In Witness Whereof, the said Dabarto Properties LLC has caused these presents to be signed by _____, its Member, on this ____ day of _____, 20__.

Member

Personally came before me this ____ day of _____, 20__, the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member as the deed of said Limited Liability Company, by its authority.

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

NOTES

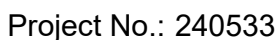
The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However,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

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

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

Steven M. Bieda
PLS-2275
September 3, 2024



Drawing No.: L-12328

Sheet Three of Four



City of De Pere, Wisconsin

I.6

Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Board of Park Commissioners on Approval of Amerilux as Main Beer Garden Sponsor for 2025.

ATTACHMENTS:
Amerilux Sponsorship - Beer Gardens

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: December 19, 2024

RE: Consideration and Possible Action to Approve a \$5,500 Donation from Amerilux for the Main Sponsorship of the 2025 Beer Gardens

Staff is requesting the Board of Park Commissioner's approval to accept a donation of \$5,500 from Amerilux to be the main sponsor for the 2025 Beer Gardens. Amerilux has been the main sponsor of the beer gardens since its inception in 2021. The reason for the change in sponsorship level is due to our department's plan to make our Beer Garden's weekly in 2025. We plan to host 11 total Beer Gardens this summer.

Donation Information:

From: Amerilux
Attn: Patrick Gauthier
1212 Enterprise Drive
De Pere, WI 54115
To: De Pere Park, Recreation, and Forestry Department
For: Main Sponsorship for the 2025 Beer Gardens
Amount: \$5,500



City of De Pere, Wisconsin

I.7

Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Recommendation from Board of Public Works on award of Contract 24-17 Community Center Relay to Alfson Excavating LLC in the amount of \$662,927.50.

ATTACHMENTS:

2024 1212 CI_BOPW_Award_24-17, 2024 1212 CE_Project 24-17_Bid Tab

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: January 13, 2025

RE: **Consideration and possible action on award of Contract 24-17 Community Center Relay***

The Engineering Department received bids on Project 24-17 Community Center Utility Relay on Thursday, December 12, 2024. This project involves relaying sanitary sewer and storm sewer near the Community Center north of Grant Street. A section of the storm sewer is collapsing. Additionally, part of the existing box culvert will be relayed and the sanitary sewer relocated out of this culvert. The bids received are as follows:

Contractor	Amount
Alfson Excavating LLC	\$662,927.50
Kruczek Construction, Inc.	\$727,777.77
De Groot, Inc.	\$752,708.38
Calnin & Goss, LLC	\$755,583.29
Dorner, Inc.	\$774,019.50
Advance Construction Inc.	\$785,896.00
Highway Landscapers, Inc.	\$803,752.25
PTS Contractors, Inc.	\$899,983.00

The allocated funding amount from the capital improvement budget is \$684,600.00, which is broken down as follows:

- Storm Water Utility: \$485,600.00
- Sewerage Utility: \$199,000.00

Staff's recommendation is to accept the bid from Alfson Excavating LLC in the amount of \$662,927.50

Attachments:

2024 1212 CE_Project 24-17_Bid Tab (PDF)



Project 24-17
Community Center Utility Relay

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Alfson Excavating LLC		Kruczek Construction Inc.		De Groot, Inc.		Calnin & Goss, LLC		Dorner Inc.		Advance Construction Inc.		Highway Landscapers, Inc.		PTS Contractors, Inc	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER																			
SS-01	Provide 12" PVC Sanitary Sewer (Granular Backfill)	LF	175	\$130.00	\$22,750.00	\$111.00	\$19,425.00	\$117.07	\$20,487.25	\$106.34	\$18,609.50	\$148.00	\$25,900.00	\$172.00	\$30,100.00	\$175.15	\$30,651.25	\$173.00	\$30,275.00
SS-02	Provide 12" PVC Sanitary Sewer (Natural Backfill)	LF	270	\$105.00	\$28,350.00	\$85.00	\$22,950.00	\$93.34	\$25,201.80	\$85.76	\$23,155.20	\$108.00	\$29,160.00	\$116.00	\$31,320.00	\$120.15	\$32,440.50	\$114.00	\$30,780.00
SS-03	Remove and Relay 10" PVC Sanitary Sewer (Granular Backfill)	LF	50	\$125.00	\$6,250.00	\$128.00	\$6,400.00	\$110.66	\$5,533.00	\$197.30	\$9,865.00	\$139.00	\$6,950.00	\$163.00	\$8,150.00	\$167.60	\$8,380.00	\$150.00	\$7,500.00
SS-04	Remove and Relay 10" PVC Sanitary Sewer (Natural Backfill)	LF	60	\$110.00	\$6,600.00	\$102.00	\$6,120.00	\$69.38	\$4,162.80	\$149.65	\$8,979.00	\$107.00	\$6,420.00	\$123.00	\$7,380.00	\$112.60	\$6,756.00	\$105.00	\$6,300.00
SS-05	Provide 10" PVC Sanitary Sewer (Granular Backfill)	LF	15	\$125.00	\$1,875.00	\$128.00	\$1,920.00	\$103.02	\$1,545.30	\$106.75	\$1,601.25	\$122.00	\$1,830.00	\$163.00	\$2,445.00	\$167.60	\$2,514.00	\$278.00	\$4,170.00
SS-06	Provide 10" PVC Sanitary Sewer (Natural Backfill)	LF	20	\$110.00	\$2,200.00	\$102.00	\$2,040.00	\$70.70	\$1,414.00	\$65.75	\$1,315.00	\$90.00	\$1,800.00	\$123.00	\$2,460.00	\$112.60	\$2,252.00	\$185.00	\$3,700.00
SS-07	Provide 8" PVC Sanitary Sewer (Granular Backfill)	LF	50	\$105.00	\$5,250.00	\$121.00	\$6,050.00	\$107.76	\$5,388.00	\$192.69	\$9,634.50	\$136.00	\$6,800.00	\$158.00	\$7,900.00	\$161.45	\$8,072.50	\$155.00	\$7,750.00
SS-08	Provide 4" PVC Sanitary Sewer Lateral	LF	30	\$125.00	\$3,750.00	\$93.00	\$2,790.00	\$50.57	\$1,517.10	\$41.96	\$1,258.80	\$118.00	\$3,540.00	\$76.00	\$2,280.00	\$75.00	\$2,250.00	\$150.00	\$4,500.00
SS-09	Provide 12"x4" Sanitary Wye	EA	1	\$500.00	\$500.00	\$390.00	\$390.00	\$840.32	\$840.32	\$598.39	\$598.39	\$420.00	\$420.00	\$340.00	\$340.00	\$515.00	\$515.00	\$500.00	\$500.00
SS-10	Provide 4' Diameter Outside Drop Sanitary Sewer Manhole	VF	11	\$1,200.00	\$13,200.00	\$926.00	\$10,186.00	\$884.03	\$9,724.33	\$1,797.79	\$19,775.69	\$1,766.00	\$19,426.00	\$1,200.00	\$13,200.00	\$1,410.00	\$15,510.00	\$2,000.00	\$22,000.00
SS-11	Provide 4' Diameter Sanitary Sewer Manhole	VF	17	\$720.00	\$12,240.00	\$877.00	\$14,909.00	\$879.72	\$14,955.24	\$1,982.31	\$33,699.27	\$1,112.00	\$18,904.00	\$564.00	\$9,588.00	\$1,135.00	\$19,295.00	\$900.00	\$15,300.00
SS-12	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	6	\$760.00	\$4,560.00	\$936.00	\$5,616.00	\$1,313.32	\$7,879.92	\$1,797.39	\$10,784.34	\$1,164.00	\$6,984.00	\$822.00	\$4,932.00	\$1,264.00	\$7,584.00	\$1,000.00	\$6,000.00
SS-13	Connect to Existing Sanitary Sewer Pipe (4" to 12")	EA	5	\$1,000.00	\$5,000.00	\$1,160.00	\$5,800.00	\$3,030.00	\$15,150.00	\$952.81	\$4,764.05	\$1,165.00	\$5,825.00	\$600.00	\$3,000.00	\$325.00	\$1,625.00	\$2,500.00	\$12,500.00
SS-14	Connect to Existing Sanitary Sewer Manhole	EA	1	\$1,500.00	\$1,500.00	\$1,120.00	\$1,120.00	\$3,030.00	\$3,030.00	\$1,875.47	\$1,875.47	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
SS-15	Dig Down and Verify Sanitary Sewer Pipe	EA	1	\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$1,515.00	\$1,515.00	\$1,875.47	\$1,875.47	\$1,050.00	\$1,050.00	\$750.00	\$750.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00
SS-16	Abandon/Remove Sanitary Sewer and Appurtenances	LS	1	\$6,000.00	\$6,000.00	\$9,000.00	\$9,000.00	\$5,151.00	\$5,151.00	\$2,878.76	\$2,878.76	\$2,085.00	\$2,085.00	\$5,000.00	\$5,000.00	\$22,500.00	\$22,500.00	\$3,500.00	\$3,500.00
STORM SEWER																			
ST-01	Provide 38"x60" Reinforced Concrete (Class HE-III) Elliptical Storm Sewer (Granular Backfill)	LF	75	\$430.00	\$32,250.00	\$538.00	\$40,350.00	\$512.22	\$38,416.50	\$101.01	\$7,575.75	\$492.00	\$36,900.00	\$500.00	\$37,500.00	\$505.00	\$37,875.00	\$480.00	\$36,000.00
ST-02	Provide 72" RCP (Class III) Storm Sewer (Natural Backfill)	LF	200	\$455.00	\$91,000.00	\$521.00	\$104,200.00	\$493.18	\$98,636.00	\$495.49	\$99,098.00	\$528.00	\$105,600.00	\$498.00	\$99,600.00	\$482.00	\$96,400.00	\$512.00	\$102,400.00
ST-03	Provide 60" RCP (Class III) Storm Sewer (Granular Backfill)	LF	80	\$415.00	\$33,200.00	\$440.00	\$35,200.00	\$489.53	\$39,162.40	\$418.62	\$33,489.60	\$462.00	\$36,960.00	\$453.00	\$36,240.00	\$551.00	\$44,080.00	\$485.00	\$38,800.00
ST-04	Provide 60" RCP (Class III) Storm Sewer (Natural Backfill)	LF	160	\$320.00	\$51,200.00	\$400.00	\$64,000.00	\$354.32	\$56,691.20	\$378.49	\$60,558.40	\$389.00	\$62,240.00	\$391.00	\$62,560.00	\$368.00	\$58,880.00	\$402.00	\$64,320.00
ST-05	Provide 36" RCP (Class III) Storm Sewer (Natural Backfill)	LF	40	\$225.00	\$9,000.00	\$161.00	\$6,440.00	\$219.48	\$8,779.20	\$187.02	\$7,480.80	\$195.00	\$7,800.00	\$193.50	\$7,740.00	\$147.00	\$5,880.00	\$225.00	\$9,000.00
ST-06	Remove and Replace 36" RCP (Class III) Storm Sewer (Natural Backfill)	LF	8	\$280.00	\$2,240.00	\$186.00	\$1,488.00	\$207.05	\$1,656.40	\$328.37	\$2,626.96	\$437.00	\$3,496.00	\$243.50	\$1,948.00	\$292.00	\$2,336.00	\$300.00	\$2,400.00
ST-07	Remove and Replace 30" RCP (Class III) Storm Sewer (Natural Backfill)	LF	8	\$260.00	\$2,080.00	\$160.00	\$1,280.00	\$188.22	\$1,505.76	\$344.29	\$2,754.32	\$394.00	\$3,152.00	\$220.00	\$1,760.00	\$266.00	\$2,128.00	\$265.00	\$2,120.00
ST-08	Provide 18" PP, PVC, or RCP (Class III) Storm Sewer (Natural Backfill)	LF	65	\$70.00	\$4,550.00	\$74.00	\$4,810.00	\$87.13	\$5,663.45	\$155.08	\$10,080.20	\$106.00	\$6,890.00	\$105.00	\$6,825.00	\$69.30	\$4,504.50	\$120.00	\$7,800.00
ST-09	Provide 12" PP, PVC, or RCP (Class III) Storm Sewer (Granular Backfill)	LF	30	\$69.00	\$2,070.00	\$76.00	\$2,280.00	\$123.04	\$3,691.20	\$109.08	\$3,272.40	\$112.00	\$3,360.00	\$109.00	\$3,270.00	\$67.80	\$2,034.00	\$150.00	\$4,500.00
ST-10	Provide 12" PP, PVC, or RCP (Class III) Storm Sewer (Natural Backfill)	LF	140	\$67.00	\$9,380.00	\$59.00	\$8,260.00	\$93.03	\$13,024.20	\$79.98	\$11,197.20	\$84.00	\$11,760.00	\$89.00	\$12,460.00	\$57.80	\$8,092.00	\$150.00	\$21,000.00
ST-11	Provide 10" PVC Storm Sewer (Granular Backfill)	LF	30	\$70.00	\$2,100.00	\$100.00	\$3,000.00	\$101.44	\$3,043.20	\$124.14	\$3,724.20	\$107.00	\$3,210.00	\$113.00	\$3,390.00	\$72.60	\$2,178.00	\$130.00	\$3,900.00
ST-12	Provide 10" PVC Storm Sewer (Natural Backfill)	LF	40	\$68.00	\$2,720.00	\$70.00	\$2,800.00	\$85.85	\$3,434.00	\$56.25	\$2,250.00	\$87.00	\$3,480.00	\$93.00	\$3,720.00	\$62.60	\$2,504.00	\$120.00	\$4,800.00
ST-13	Provide 6" PVC Storm Sewer (Granular Backfill)	LF	30	\$60.00	\$1,800.00	\$66.00	\$1,980.00	\$85.69	\$2,570.70	\$121.75	\$3,652.50	\$88.00	\$2,640.00	\$72.50	\$2,175.00	\$62.35	\$1,870.50	\$100.00	\$3,000.00
ST-14	Provide 6" PVC Storm Sewer (Natural Backfill)	LF	20	\$58.00	\$1,160.00	\$53.00	\$1,060.00	\$70.70	\$1,414.00	\$101.23	\$2,024.60	\$69.00	\$1,380.00	\$52.50	\$1,050.00	\$52.35	\$1,047.00	\$90.00	\$1,800.00
ST-15	Provide 72"x12" Storm Branch or Inserta Tee	EA	3	\$700.00	\$2,100.00	\$781.00	\$2,343.00	\$1,050.40	\$3,151.20	\$718.35	\$2,155.05	\$1,665.00	\$4,995.00	\$1,000.00	\$3,000.00	\$842.00	\$2,526.00	\$1,000.00	\$3,000.00
ST-16	Provide 60"x12" Storm Branch or Inserta Tee	EA	1	\$700.00	\$700.00	\$781.00	\$781.00	\$1,050.40	\$1,050.40	\$1,481.59	\$1,481.59	\$1,665.00	\$1,665.00	\$1,000.00	\$1,000.00	\$842.00	\$842.00	\$1,000.00	\$1,000.00
ST-17	Provide 60"x6" Storm Branch or Inserta Tee	EA	1	\$450.00	\$450.00	\$356.00	\$356.00	\$573.68	\$573.68	\$1,110.42	\$1,110.42	\$850.00	\$850.00	\$330.00	\$330.00	\$490.00	\$490.00	\$1,000.00	\$1,000.00
ST-18	Provide 10' Cast-in-Place Manhole	VF	8	\$2,300.00	\$18,400.00	\$10,600.00	\$84,800.00	\$10,126.18	\$81,009.44	\$1,687.72	\$13,501.76	\$10,056.00	\$80,448.00	\$11,558.00	\$92,464.00	\$4,995.00	\$39,960.00	\$15,000.00	\$120,000.00
ST-19	Provide 10' Diameter Storm Manhole or Equivalent Box	VF	16	\$3,100.00	\$49,600.00	\$2,960.00	\$47,360.00	\$2,965.12	\$47,441.92	\$3,243.37	\$51,893.92	\$3,441.00	\$55,056.00	\$3,179.00	\$50,864.00	\$2,985.00	\$47,760.00	\$3,100.00	\$49,600.00
ST-20	Provide 9' Diameter Storm Manhole or Equivalent Box	VF	14	\$2,250.00	\$31,500.00	\$2,126.00	\$29,764.00	\$1,987.05	\$27,818.70	\$2,193.07	\$30,702.98	\$2,230.00	\$31,220.00	\$2,427.00	\$33,978.00	\$2,426.00	\$33,964.00	\$2,300.00	\$32,200.00
ST-21	Provide 6' Diameter Storm Manhole	VF	6	\$1,250.00	\$7,500.00	\$1,236.00	\$7,416.00	\$1,385.06	\$8,310.36	\$1,569.69	\$9,418.14	\$1,459.00	\$8,754.00	\$1,262.00	\$7,572.00	\$1,235.00	\$7,410.00	\$1,200.00	\$7,200.00
ST-22	Provide 5' Diameter Storm Manhole	VF	7	\$975.00	\$6,825.00	\$832.00	\$5,824.00	\$994.46	\$6,961.22	\$1,156.21	\$8,093.47	\$1,105.00	\$7,735.00	\$861.00	\$6,027.00	\$920.00	\$6,440.00	\$1,000.00	\$7,000.00
ST-23	Provide Type A Inlet	EA	2	\$125.00	\$250.00	\$2,575.00	\$5,150.00	\$2,427.37	\$4,854.74	\$3,306.77	\$6,613.54	\$3,310.00	\$6,620.00	\$2,000.00	\$4,000.00	\$1,850.00	\$3,700.00	\$2,500.00	\$5,000.00
ST-24	Connect to Existing 60"x84" Box Culvert	EA	1	\$4,500.00	\$4,500.00	\$6,776.83	\$6,776.83	\$5,050.00	\$5,050.00	\$2,555.88	\$2,555.88	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$26,000.00	\$26,000.00
ST-25	Connect to Existing Pipe with Concrete Collar (30" to 36")	EA	2	\$1,000.00	\$2,000.00	\$603.50	\$1,207.00	\$2,272.50	\$4,545.00	\$1,850.30	\$3,700.60	\$1,950.00	\$3,900.00	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$2,520.00	\$5,040.00
ST-26	Connect to Existing Pipe (6" to 18")	EA	7	\$750.00	\$5,250.00	\$800.00	\$5,600.00	\$1,512.11	\$10,584.77	\$522.55	\$3,657.85	\$1,565.00	\$10,955.00	\$400.00	\$2,800.00	\$750.00	\$5,250.00	\$925.00	\$6,475.00
ST-27	Dig Down and Verify Storm Sewer Pipe	EA	9	\$1,000.00	\$9,000.00	\$650.00	\$5,850.00	\$1,161.50	\$10,453.50	\$694.62	\$6,251.58	\$1,050.00	\$9,450.00	\$750.00	\$6,750.00	\$700.00	\$6,300.00	\$1,010.00	\$9,090.00
ST-28	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	\$17,000.00	\$17,000.00	\$23,000.00	\$23,000.00	\$16,665.00	\$16,665.00	\$49,823.17	\$49,823.17	\$4,170.00	\$4,170.00	\$50,000.00	\$50,000.00	\$46,500.00	\$46,500.00	\$38,800.00	\$38,800.00



Project 24-17
Community Center Utility Relay

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Alfson Excavating LLC		Kruczek Construction Inc.		De Groot, Inc.		Calnin & Goss, LLC		Dorner Inc.		Advance Construction Inc.		Highway Landscapers, Inc.		PTS Contractors, Inc	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE																			
SD-01	Provide Clearing and Grubbing	LS	1	\$20,500.00	\$20,500.00	\$11,000.00	\$11,000.00	\$10,100.00	\$10,100.00	\$12,542.93	\$12,542.93	\$10,550.00	\$10,550.00	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00
SD-02	Provide 1-1/4" Crushed Aggregate Base Course	TON	20	\$20.00	\$400.00	\$16.00	\$320.00	\$25.25	\$505.00	\$37.10	\$742.00	\$26.90	\$538.00	\$20.00	\$400.00	\$35.00	\$700.00	\$22.00	\$440.00
SD-03	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1-3/4" Upper Layer	TON	80	\$125.00	\$10,000.00	\$114.00	\$9,120.00	\$121.96	\$9,756.80	\$145.65	\$11,652.00	\$130.00	\$10,400.00	\$113.80	\$9,104.00	\$113.80	\$9,104.00	\$120.00	\$9,600.00
SD-04	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2-1/4" Lower Layer	TON	110	\$145.00	\$15,950.00	\$136.00	\$14,960.00	\$146.35	\$16,098.50	\$173.68	\$19,104.80	\$153.60	\$16,896.00	\$135.70	\$14,927.00	\$135.70	\$14,927.00	\$145.00	\$15,950.00
SD-05	Remove and Replace 9" Doweled Concrete Pavement	SY	15	\$180.00	\$2,700.00	\$113.00	\$1,695.00	\$126.46	\$1,896.90	\$198.38	\$2,975.70	\$152.80	\$2,292.00	\$112.00	\$1,680.00	\$220.00	\$3,300.00	\$127.00	\$1,905.00
SD-06	Remove and Replace 24" Integral Concrete Curb and Gutter	LF	10	\$35.00	\$350.00	\$32.00	\$320.00	\$29.13	\$291.30	\$163.19	\$1,631.90	\$40.90	\$409.00	\$38.00	\$380.00	\$125.00	\$1,250.00	\$44.00	\$440.00
SD-07	Remove and Replace 24" Concrete Curb and Gutter	LF	610	\$37.00	\$22,570.00	\$31.00	\$18,910.00	\$33.80	\$20,618.00	\$44.16	\$26,937.60	\$30.40	\$18,544.00	\$32.70	\$19,947.00	\$80.00	\$48,800.00	\$34.00	\$20,740.00
SD-08	Remove and Replace 6" Concrete Sidewalk, Ramp, or Driveway	SY	120	\$90.00	\$10,800.00	\$91.00	\$10,920.00	\$105.66	\$12,679.20	\$115.83	\$13,899.60	\$103.30	\$12,396.00	\$92.00	\$11,040.00	\$135.00	\$16,200.00	\$106.00	\$12,720.00
SD-09	Remove and Replace 4" Concrete Sidewalk	SY	110	\$85.00	\$9,350.00	\$81.00	\$8,910.00	\$96.29	\$10,591.90	\$106.87	\$11,755.70	\$92.60	\$10,186.00	\$83.00	\$9,130.00	\$117.00	\$12,870.00	\$96.00	\$10,560.00
SD-10	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	420	\$2.00	\$840.00	\$2.00	\$840.00	\$2.12	\$890.40	\$4.48	\$1,881.60	\$2.20	\$924.00	\$2.00	\$840.00	\$2.75	\$1,155.00	\$2.00	\$840.00
SD-11	Drilled Dowel Bars	EA	10	\$30.00	\$300.00	\$14.25	\$142.50	\$15.15	\$151.50	\$32.00	\$320.00	\$15.10	\$151.00	\$14.00	\$140.00	\$25.00	\$250.00	\$15.00	\$150.00
SD-12	Drilled Tie Bars (Existing Sidewalk, Driveway and Curb and Gutter)	EA	50	\$10.00	\$500.00	\$8.00	\$400.00	\$10.10	\$505.00	\$17.92	\$896.00	\$8.60	\$430.00	\$8.00	\$400.00	\$8.00	\$400.00	\$9.00	\$450.00
SD-13	Drilled Tie Bars (Existing Concrete Pavement)	EA	5	\$15.00	\$75.00	\$9.00	\$45.00	\$12.12	\$60.60	\$17.92	\$89.60	\$9.70	\$48.50	\$9.00	\$45.00	\$15.00	\$75.00	\$10.00	\$50.00
SD-14	Provide Detectable Warning Field (Natural Patina)	EA	3	\$360.00	\$1,080.00	\$300.00	\$900.00	\$312.09	\$936.27	\$639.95	\$1,919.85	\$325.00	\$975.00	\$300.00	\$900.00	\$650.00	\$1,950.00	\$320.00	\$960.00
SD-15	Provide Concrete Flume	SY	5	\$150.00	\$750.00	\$160.00	\$800.00	\$156.05	\$780.25	\$639.95	\$3,199.75	\$190.00	\$950.00	\$150.00	\$750.00	\$750.00	\$3,750.00	\$160.00	\$800.00
SD-16	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	40	\$50.00	\$2,000.00	\$20.00	\$800.00	\$25.25	\$1,010.00	\$63.99	\$2,559.60	\$20.00	\$800.00	\$20.00	\$800.00	\$25.00	\$1,000.00	\$53.00	\$2,120.00
SPECIAL CONSTRUCTION																			
SC-01	Pipe Foundation Stabilization	CY	100	\$40.00	\$4,000.00	\$0.01	\$1.00	\$25.25	\$2,525.00	\$95.67	\$9,567.00	\$30.00	\$3,000.00	\$25.00	\$2,500.00	\$125.00	\$12,500.00	\$23.00	\$2,300.00
SC-02	Inlet Protection Type B	EA	3	\$75.00	\$225.00	\$70.00	\$210.00	\$151.50	\$454.50	\$127.99	\$383.97	\$110.00	\$330.00	\$50.00	\$150.00	\$75.00	\$225.00	\$106.00	\$318.00
SC-03	Inlet Protection Type D	EA	2	\$150.00	\$300.00	\$100.00	\$200.00	\$151.50	\$303.00	\$255.98	\$511.96	\$110.00	\$220.00	\$85.00	\$170.00	\$150.00	\$300.00	\$215.00	\$430.00
SC-04	Remove, Salvage & Reinstall Sign	LS	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,222.00	\$2,222.00	\$3,839.67	\$3,839.67	\$1,105.00	\$1,105.00	\$200.00	\$200.00	\$4,500.00	\$4,500.00	\$3,200.00	\$3,200.00
SC-05	Remove, Salvage & Reinstall Fence	LS	1	\$2,500.00	\$2,500.00	\$7,944.44	\$7,944.44	\$2,525.00	\$2,525.00	\$15,358.69	\$15,358.69	\$2,755.00	\$2,755.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00
SC-06	Traffic Control - Grant Street	LS	1	\$20,000.00	\$20,000.00	\$3,300.00	\$3,300.00	\$12,120.00	\$12,120.00	\$3,199.73	\$3,199.73	\$12,000.00	\$12,000.00	\$12,500.00	\$12,500.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00
ELECTRICAL																			
E-01	Conduit Rigid Nonmetallic Schedule 40, 2"	LF	300	\$29.50	\$8,850.00	\$10.20	\$3,060.00	\$10.50	\$3,150.00	\$12.80	\$3,840.00	\$10.00	\$3,000.00	\$8.00	\$2,400.00	\$10.00	\$3,000.00	\$10.60	\$3,180.00
E-02	Concrete Base, Type 5	EA	2	\$825.00	\$1,650.00	\$1,606.50	\$3,213.00	\$1,654.38	\$3,308.76	\$2,015.83	\$4,031.66	\$1,615.00	\$3,230.00	\$1,200.00	\$2,400.00	\$1,575.00	\$3,150.00	\$1,700.00	\$3,400.00
E-03	Electrical Wire Lighting 10 AWG	LF	350	\$1.25	\$437.50	\$1.00	\$350.00	\$1.05	\$367.50	\$1.28	\$448.00	\$1.70	\$595.00	\$1.00	\$350.00	\$1.00	\$350.00	\$1.10	\$385.00
E-04	Electrical Wire Lighting 6 AWG	LF	1000	\$2.00	\$2,000.00	\$2.30	\$2,300.00	\$2.36	\$2,360.00	\$2.88	\$2,880.00	\$3.20	\$3,200.00	\$2.35	\$2,350.00	\$2.25	\$2,250.00	\$2.40	\$2,400.00
E-05	Rewire Existing Light Pole	LS	1	\$750.00	\$750.00	\$765.00	\$765.00	\$787.80	\$787.80	\$959.92	\$959.92	\$585.00	\$585.00	\$325.00	\$325.00	\$750.00	\$750.00	\$795.00	\$795.00
E-06	Remove, Salvage, and Reinstall Existing Light Pole	EA	2	\$1,100.00	\$2,200.00	\$2,805.00	\$5,610.00	\$3,030.00	\$6,060.00	\$3,519.70	\$7,039.40	\$590.00	\$1,180.00	\$1,300.00	\$2,600.00	\$2,750.00	\$5,500.00	\$2,915.00	\$5,830.00
TOTAL AMOUNT BID:				\$662,927.50		\$727,777.77		\$752,708.38		\$755,583.20		\$774,019.50		\$785,896.00		\$803,752.25		\$899,983.00	



City of De Pere, Wisconsin

I.8

Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Recommendation from the Board of Public Works on Award of Contract for 9th Street Reservoir Overflow Modifications to Jossart Brothers, Inc. in the amount of \$68,500.00.

ATTACHMENTS:

Consider 9th Street Reservoir Overflow Modification Bids Memo, 9th Street Reservoir Overflow Modification Recommendation Letter and Summary of Bids

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: January 13, 2025
RE: Consider and Possible Action on Award of Contract for 9th Street Reservoir Overflow Modifications*

The City's consultant REL received bids (See attached bid and recommendation letter) on December 18, 2024, for the contract for the 9th Street reservoir overflow modifications. This project involves modifying the existing ground storage reservoir overflow so that it meets Wisconsin Administrative Code NR 811.64 (4)(a). The low bid received is Jossart Brothers, De Pere, WI in the amount of \$68,500.00.

Staff's recommendation is to award the contract to Jossart Brothers, De Pere, WI in the amount of \$68,500.00. The 2025 water utility budget has \$125,000.00 allocated for this project which will also include engineering fees for REL.

December 18, 2024

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

RE: 9th Street Reservoir Overflow Modifications
Contract 404-24-01

Dear Mr. Thoresen:

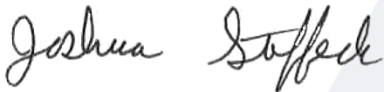
Bids were opened on December 18, 2024, for the 9th Street Reservoir Overflow Modifications project, Contract 404-24-01. Bids were received from eight (8) contractors, ranging in cost, from \$68,500.00 to \$94,825.00 for the base bid. The low bidder was Jossart Brothers, De Pere, WI. A bid tabulation is enclosed.

We have reviewed the documents submitted with the bids and everything appears to be in order. Therefore, we recommend the City award the contract to Jossart Brothers for the bid amount of \$68,500.00.

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

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Joshua J. Steffek, P.E.
Project Manager

JJS/LAR

ENC.

CC/ENC.: Eric Zygarlicke, City of De Pere
Dean LaFleur, REL

ITEMIZED BID TABULATION														
OWNER: CITY OF DE PERE														
PROJECT: 9th Street Reservoir Overflow Modifications														
CONTRACT: 404-24-01														
BID DATE: Wednesday, December 18, 2024 - 1:00 p.m.														
Line Item	Item Code	Item Description	Unit	Qty.	JOSSART BROTHERS De Pere, WI		KRUCZEK CONSTRUCTION Green Bay, WI		ADVANCE CONSTRUCTION Green Bay, WI		BILLMAN CONSTRUCTION Suamico, WI		MC EXCAVATING Whitelaw, WI	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid														
1	3212.11	Asphaltic Concrete Pavement, 4 LT 58-28 S, Complete.	TON	30	\$250.00	\$7,500.00	\$210.00	\$6,300.00	\$240.00	\$7,200.00	\$330.00	\$9,900.00	\$250.00	\$7,500.00
2	5000.01	Complete All Work, As Specified and Shown on the Drawings, Complete.	LS	1	\$49,000.00	\$49,000.00	\$60,000.00	\$60,000.00	\$66,216.00	\$66,216.00	\$54,322.00	\$54,322.00	\$69,811.90	\$69,811.90
3	5000.02	Provide Stainless Steel Overflow Piping, Complete.	LS	1	\$12,000.00	\$12,000.00	\$12,700.00	\$12,700.00	\$5,990.00	\$5,990.00	\$18,000.00	\$18,000.00	\$7,200.00	\$7,200.00
		Total - Base Bid, Bid Items 1 - 3				\$68,500.00		\$79,000.00		\$79,406.00		\$82,222.00		\$84,511.90
Alternate 1														
4	5000.03	Provide Ductile Iron Overflow Piping, In Lieu of Item Code 5000.02, Complete.	LS	1	\$6,000.00	\$6,000.00	\$9,900.00	\$9,900.00	\$6,793.00	\$6,793.00	\$15,500.00	\$15,500.00	\$7,150.00	\$7,150.00
		Total - Alternate 1 - Bid Item 4				\$6,000.00		\$9,900.00		\$6,793.00		\$15,500.00		\$7,150.00
Total Contract 404-24-01, Bid Items 1- 3					\$68,500.00		\$79,000.00		\$79,406.00		\$82,222.00		\$84,511.90	

ITEMIZED BID TABULATION										
OWNER: CITY OF DE PERE										
PROJECT: 9th Street Reservoir Overflow Modifications										
CONTRACT: 404-24-01										
BID DATE: Wednesday, December 18, 2024 - 1:00 p.m.										
Line Item	Item Code	Item Description	Unit	Qty.	PETERS CONCRETE Green Bay, WI		DE GROOT, INC. Green Bay, WI		VINTON CONSTRUCTION Manitowoc, WI	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid										
1	3212.11	Asphaltic Concrete Pavement, 4 LT 58-28 S, Complete.	TON	30	\$330.00	\$9,900.00	\$252.50	\$7,575.00	\$232.00	\$6,960.00
2	5000.01	Complete All Work, As Specified and Shown on the Drawings, Complete.	LS	1	\$53,000.00	\$53,000.00	\$62,746.25	\$62,746.25	\$82,145.00	\$82,145.00
3	5000.02	Provide Stainless Steel Overflow Piping, Complete.	LS	1	\$26,500.00	\$26,500.00	\$22,220.00	\$22,220.00	\$5,720.00	\$5,720.00
		Total - Base Bid, Bid Items 1 - 3				\$89,400.00		\$92,541.25		\$94,825.00
Alternate 1										
4	5000.03	Provide Ductile Iron Overflow Piping, In Lieu of Item Code 5000.02, Complete.	LS	1	\$25,500.00	\$25,500.00	\$19,190.00	\$19,190.00	\$13,200.00	\$13,200.00
		Total - Alternate 1 - Bid Item 4				\$25,500.00		\$19,190.00		\$13,200.00
Total Contract 404-24-01, Bid Items 1- 3						\$89,400.00		\$92,541.25		\$94,825.00



City of De Pere, Wisconsin

I.9

Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Recommendation from Board of Public Works on GV-15 Retaining Wall Design Concepts.

ATTACHMENTS:
GV-15 Retaining Wall Design Concepts 1-8-2025

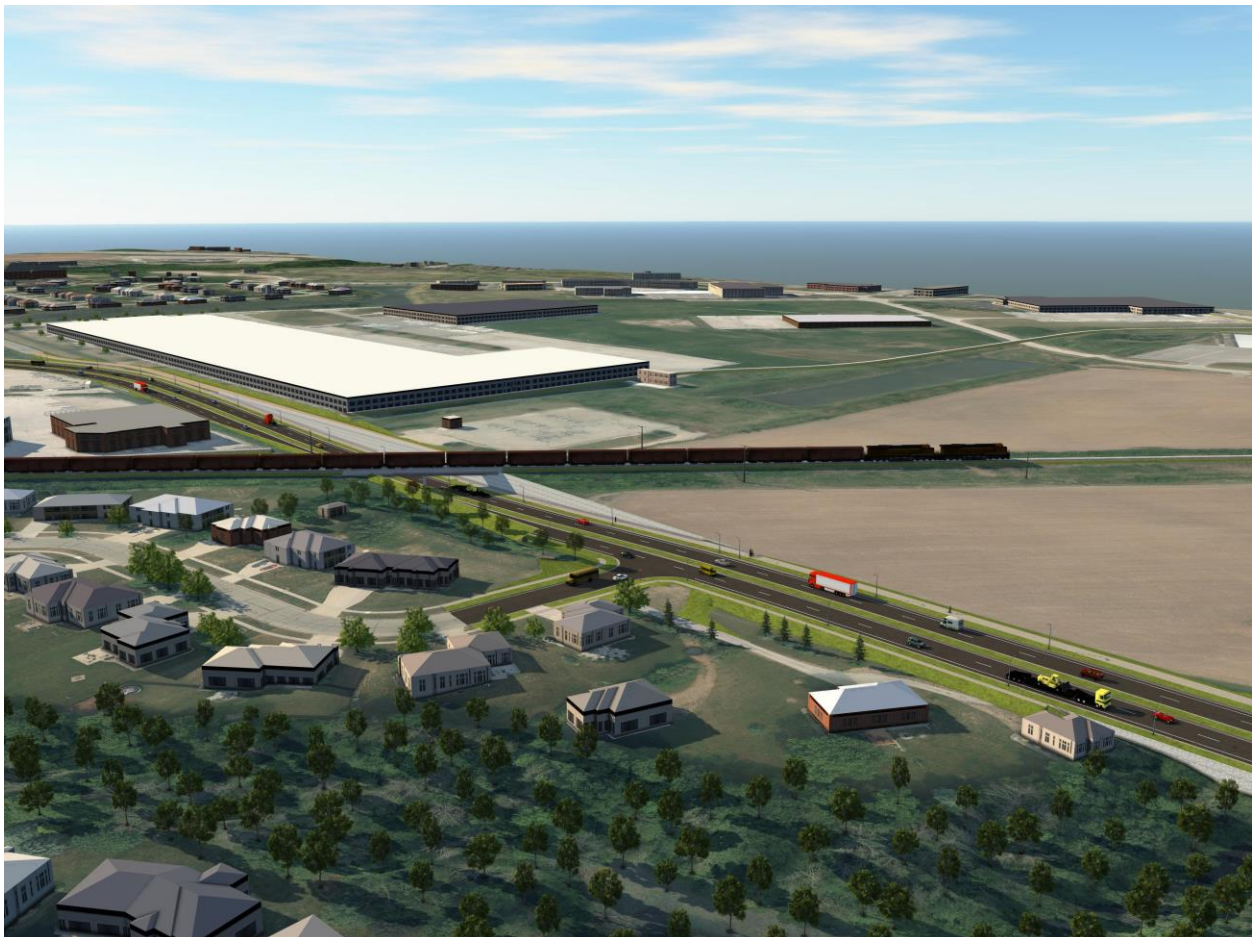
CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: January 8, 2025
RE: Consideration and possible action GV-15 Retaining Wall Design Concepts*

GV-15 is going to require the construction of approximately 2000 feet of retaining walls for the roadway due to the need to build a new railroad bridge. Below are concepts showing the retaining walls being built on both sides of GV at the proposed railroad bridge.

AERIAL OVERVIEW CONCEPT LOOKING WEST



CONCEPT LOOKING EAST



The County has provided the City the following retaining wall options to be considered:

MSE RETAINING WALL

This type of retaining wall is created using a form liner and staining is applied to the concrete panels. The cost of this type of retaining wall is estimated at \$90 to \$120 per square foot.





CAST-IN PLACE CONCRETE CANTILEVER RETAINING WALL

This type of retaining wall is created using a form liner and staining is applied to the concrete wall. The cost of this type of retaining wall is estimated at \$90 to \$120 per square foot.





SOLDIER PILE/POST AND PANEL RETAINING WALL

This type of retaining wall is created using a form liner and staining is applied to the concrete panels. The cost of this type of retaining wall is estimated at \$220+ per square foot.



RETAINING WALL RAILING

The top of the retaining walls are required to have either a fence or railing installed to protect anyone from falling from the top of the wall. The vinyl coated chain link fence is estimated at \$40 to \$75 a lineal foot. The metal railing is estimated at \$250 to \$300 a lineal foot.

METAL RAILING



VINYL COATED CHAIN LINK FENCE



The intent of the discussion is to get BOPW and Council approval on the retaining wall design concepts. As mentioned above, there is approximately 2,000 lineal feet of wall with 1,000 lineal feet of wall on each side of the road. The costs of the retaining walls will be split 50:50 with the County. At this time the County would prefer either to go with the MSE retaining wall or the cast-in place concrete retaining wall because of the costs. In addition, the County would prefer to go with the vinyl-coated chain link fence because it is approximately 1/3 the cost of the metal railing.



City of De Pere, Wisconsin

I.10

Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Recommendation from Board of Public Works on GV-16 Bridge Design Concepts.

ATTACHMENTS:
GV-16 Bridge Design Concepts 1-2-2025, GV 16 Aesthetic Options Summary_Dec 2024 -
County Recommendations

CITY OF DE PERE MEMO

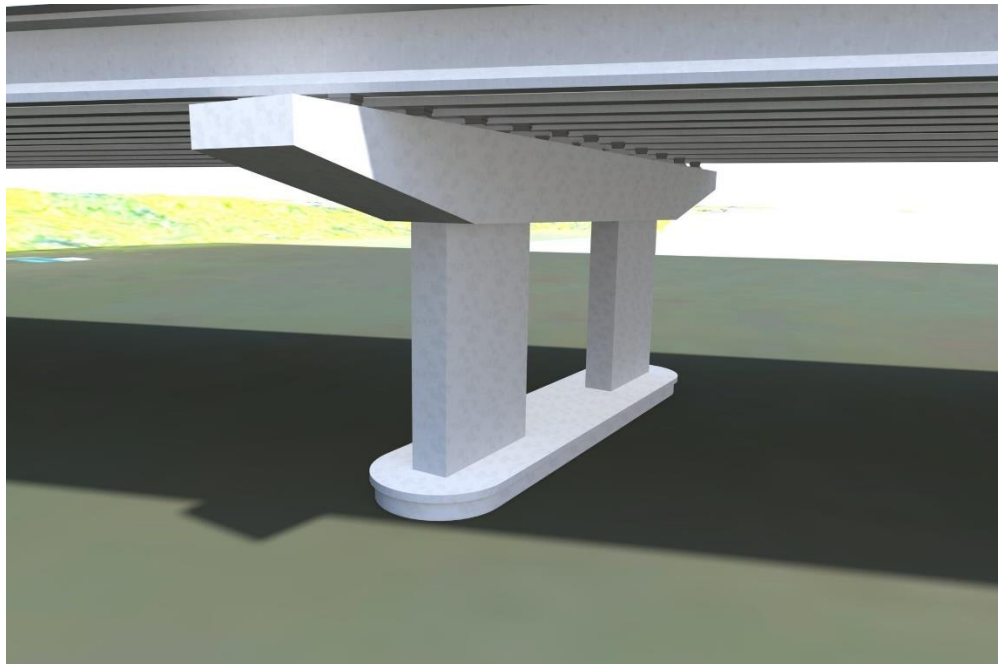


To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: January 2, 2025
RE: Consideration and possible action GV-16 Bridge Design Concepts*

The City received the attached correspondence from the Brown County regarding the GV-16 bridge design concepts (See attached correspondence) for the new bridge over the Fox River for the Southbridge corridor project. The following are options to be considered for bridge design:

PIER AESTHETIC OPTIONS:

- Rectangular Column Piers (Base design) with rectangular constant cross-section, plain concrete surface finish, no form liner surface treatment, and no color staining. The base design costs for the piers are estimated at \$18,000,000. **COUNTY IS RECOMMENDING THIS OPTION**



- Enhanced Rectangular Column Pier Option with cut stone surface texture (form liner) to pier base, multi-color concrete stain on the pier base, and one-color concrete to pier columns and cap. This would be an additional \$450,000 and costs would be shared with County 50:50.



- Flared Width Trapezoidal Columns with flared, increasing with column shape, plain concrete finish, no form liner surface treatments, and no concrete staining (colored). This option would be an additional \$990,000 and costs would be shared with County 50:50.



- Enhance Flared Width Trapezoidal Columns with flared column increasing with column shape, cut stone texture (form liner) to pier base, multi-colored concrete stain to pier base, and one-color stain to pier columns and cap. This option would be an additional \$1,440,000 and costs would be shared with County 50:50.

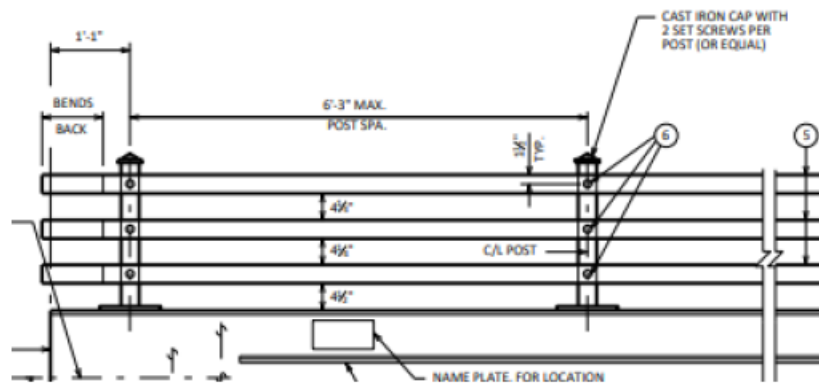


BRIDGE PARAPET & RAILING OPTIONS:

- Vertical Parapets (Base design) with plain concrete finish (no form liner) and grey standard concrete finish.
- Vertical Parapet with cut stone surface texture (form liner) with multi-color staining on both the exterior and interior wall. This option would be an additional \$450,000 and costs would be shared with County 50:50. **COUNTY IS RECOMMENDING THIS OPTION**



- Tubular Railing (Base design) the railing is tubular in shape and the railing is galvanized steel and is not painted.



TUBULAR RAILING

- Type C3 Combination Railing installed on vertical parapets and would be painted. This option would be an additional \$385,000 and costs would be shared with County 50:50. **COUNTY IS RECOMMENDING THIS OPTION**



PEDESTRIAN OVERLOOK:

- This option would add six (6) pedestrian bumpouts with three (3) being on each side. This option would be an additional \$60,000 and costs would be shared with County 50:50.

COUNTY IS RECOMMENDING THIS OPTION



DECORATIVE PYLONS:

- This option would add decorative pylons above the roadway at ends of the bridge and would be sized proportionally per the bridge. This is something that was done on the Claude Alloeuz Bridge. This option would be an additional \$264,000 and costs would be shared with County 50:50.



The intent of the discussion is to get BOPW and Council approval on the bridge design concepts. The County has received \$50 million for the construction of the bridge. The County has been told any unused funding for the bridge (estimated at \$8 million) can be used for the construction of GV-15. Any aesthetic options presented above would decrease the amount that could be used for GV-15. The GV-15 project is expected to significantly increase in costs due to the need to construct a bridge for the railroad tracks that currently exist at Red Maple Road.



2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 662-2170 FAX (920) 434-4576



CHRIS HARDY, P.E.
HIGHWAY COMMISSIONER

December 6, 2024

City of De Pere

MEMO: Southbridge Connector Aesthetics

For Local Program projects or projects that are receiving Federal or State grant funds for construction, funding will participate on design elements in accordance with Standard Details in the WisDOT Bridge Manual. This means the project grant funding (typically 80:20) can be used for standard bridge and retaining wall elements and finishes (think concrete, grey, flat, form finish type façade). There is allowance for some Non-Standard components and finishes to be used on these projects (aesthetic treatments). However, project funding will NOT participate in the cost for those items if elected by the locals. The cost for aesthetic treatments falls 100% on LOCALS. Allowable aesthetic treatments might include, for example; pier shapes beyond the WisDOT standard; concrete surface coloration and finishes (rustications); railing style, shape, and color; sidewalk bump-outs for recreational view; lighting fixtures or color; and others.

For the past several months, we have been discussing amenity options related to aesthetic treatments for bridges within the corridor. WisDOT went so far as to provide a listing of some amenity options and their associated costs. Brown County Planning, Development, & Transportation Committee (PD&T) recently reviewed some of those amenity options and made a preliminary recommendation to the Department on how to move forward or proceed in the consideration of them. One aspect of that recommendation is to reach-out to our municipal partners and gauge their interest with regards to options that are being presented.

Please see attached for aesthetic amenity options reviewed by the County for the GV-16 specific bridge and potentially for all the bridges on the Southbridge Connector projects (EB-39, GV-16, and GV-18; GV-15?); including, potential cost implications for each:

1. Piers
2. Parapet and Railings
3. Sidewalk Bump-outs
4. Lighting
5. Bridge End Pylons

PIER AESTHETIC OPTIONS:

- a) **Rectangular Column Piers: are included with the base design for the Fox River crossing bridge and would be provided at no additional LOCAL cost. Base Piers are**
 - a. rectangular with constant cross-section,
 - b. plain concrete surface finish,
 - c. no form liner surface treatment, and
 - d. no colored concrete staining.
 - e. Pier as base design will cost \$18,000,000 (about \$2M per pier).
Keep in mind GV-16 has a \$50M grant for its construction.
- b) **Enhanced Rectangular Column: Pier Option 1**
 - a. cut stone surface texture (form liner) to pier base,
 - b. multi-color concrete stain on the pier base,
 - c. one color concrete stain to pier columns and cap
 - d. Extra Cost = \$450,000 for all 9 piers (\$50,000 per pier). Shared 50:50 county-municipal.
- c) **Flared Width Trapezoidal Columns: Pier Option 2**
 - a. flared, increasing with column shape,
 - b. plain concrete finish,

- c. no form liner surface treatments,
- d. no concrete staining (colored)
- e. Extra cost = \$990,000 (\$110,000 per pier); shared 50:50 county-municipal.
- d) Enhanced Flared Width Trapezoidal Columns: Option 3
 - a. flared column increasing with column shape,
 - b. cut stone texture (form liner) to pier base,
 - c. multi-color concrete stain to pier base,
 - d. one color concrete stain to pier columns and cap
 - e. Extra cost = \$1,440,000 (\$160,000 per pier); shared 50:50 county-municipal.

BRIDGE PARAPET AND RAILING AESTHETIC OPTIONS:

- a) Vertical Parapets: Base design standard is
 - a. plain concrete finish (no form liner),
 - b. grey standard concrete finish.
- b) Vertical Parapets: Option 1
 - a. cut stone surface texture (form liner) with multi-color staining,
 - b. added to both exterior parapet faces of outside bridge parapet wall,
 - c. added to pedestrian (sidewalk) side of bridge wall,
 - d. Extra Cost = \$450,000
- c) Tubular Railing: Base design option is
 - a. tubular shape railing,
 - b. galvanized steel, unpainted finish,
- d) Type C3 Combination Railing (painted studio): Option A
 - a. only on exterior vertical parapets,
 - b. Cost = \$385,000.
- e) Logo: Southbridge Connector Logo added to the railing.
 - a. Option 1 on Logo handout sheet.
 - b. Cost = \$10,000 (for WisDOT SBC @ GV-18 cost is 80:20 funding, so \$2,000).

BRIDGE LIGHTING:

- a) Continuous lighting study was completed August 2024,
- b) **WisDOT approved Type 5 poles with 6 ft arms,**
- c) **Lighting approved LED B luminaries,**
- d) Light-spacing to be determined on structure: 50 ft, 75 ft, or 150 ft ,
- e) **Color black.**
- f) **No Cost Difference.**

PEDESTRIAN OVERLOOK:

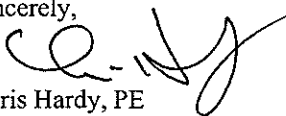
- a) **6 pedestrian bump-outs; 3 each side.**
- b) **Cost = \$60,000 (6 at \$10,000 person).**

DECORATIVE PYLONS:

- a) Add decorative pylons above roadway at ends of bridges.
- b) Sized proportionally per the bridge.
- c) Cost = \$264,000 (\$66,000 each).

Please review the above information and provide input to this department on how your local authority might want to proceed. Again, at this time, Brown County has not made a final decision on aesthetics; merely a recommendation to have a point to move forward in the design process. Recommended options are shown in bold, above (total about \$895,000 additional above current budget estimate).

Sincerely,


Chris Hardy, PE
Highway Commissioner



GV-16 Structure Aesthetics





WisDOT Bridge Standard Details



Participating Items Construction Funded by WisDOT

- Design Elements Per Standard Details In The WisDOT BM
- Permissible (Participating) Aesthetic Enhancement:
 - Horizontal and Vertical Inset Reveals (Rustications)
 - Inset Panels on Flat Surfaces

Non-Participating Items Construction Funded by Municipality

- Non-Standard Bridge Component Shapes
- Architectural Surface Treatment (Concrete Form Liners) to Achieve Surface Textures Such As Cut-Stone Masonry.
- Concrete Color Stain
- Non-Standard Pedestrian Railing or Fencing
- Non-Standard Lighting

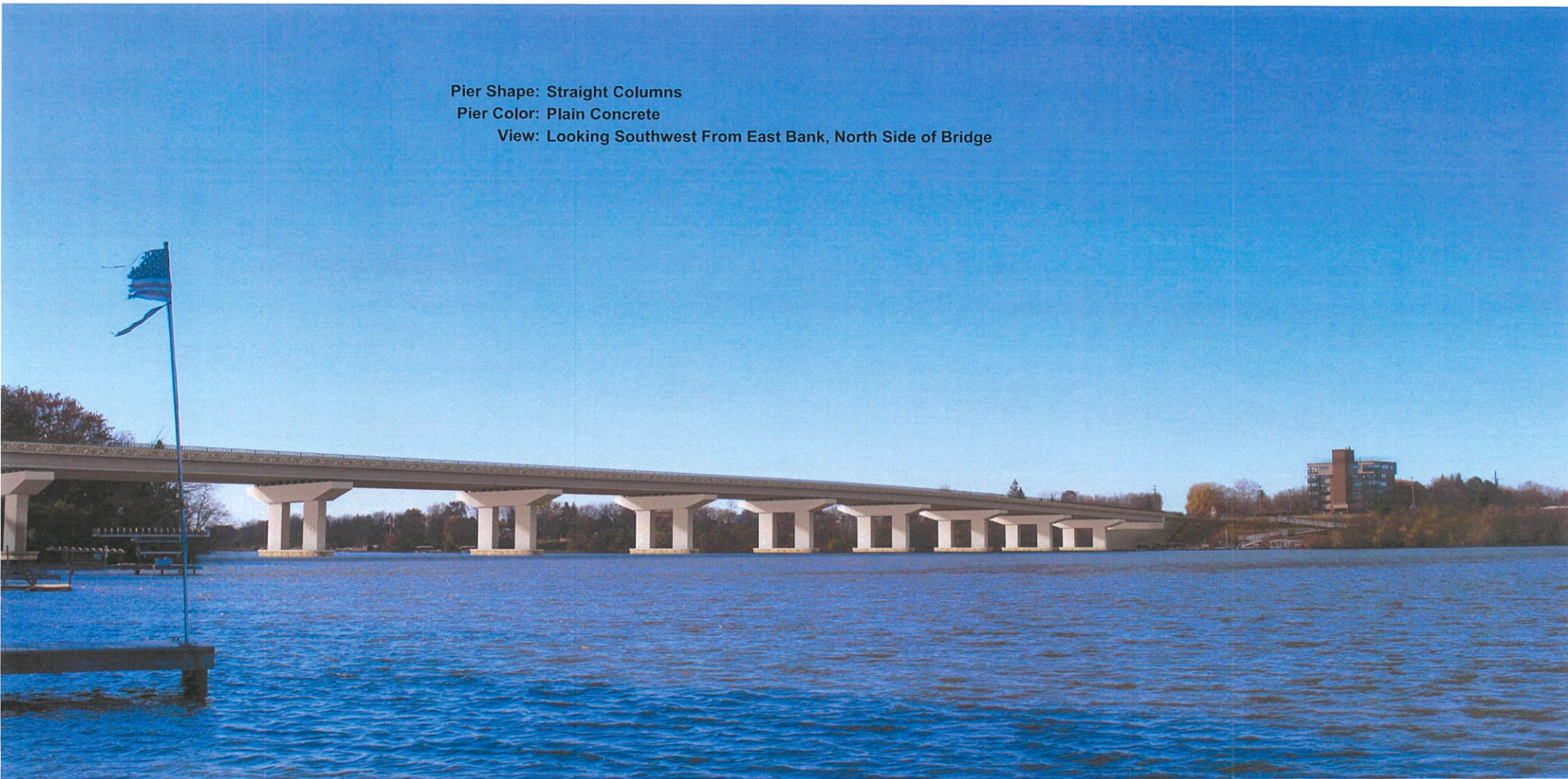


Rectangular Column Piers

- Least Cost Option With No Aesthetic Enhancement
- 2 - Rectangular Columns with Constant Cross Section
- Plain Concrete Finish
- No Form Liner Surface Treatments
- No Concrete Staining (Colored Concrete)
- ~\$2 M per Pier; ~\$18 M for 9 Piers



Pier Shape: Straight Columns
Pier Color: Plain Concrete
View: Looking Southwest From East Bank, North Side of Bridge

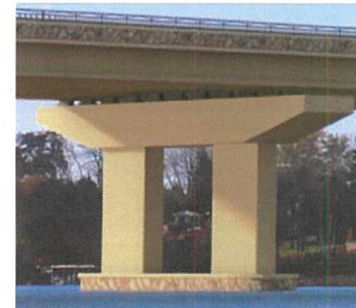


Piers "B"



Enhanced Rectangular Column Piers

- Cut-Stone Surface Texture (Form Liner) to Pier Base
- Multi- Color Concrete Stain to Pier Base
- One Color Concrete Stain to Pier Columns and Cap
- +\$50,000 per Pier; +\$450,000 for 9 piers
- +1.2% Increase To Estimated Overall Bridge Construction Cost

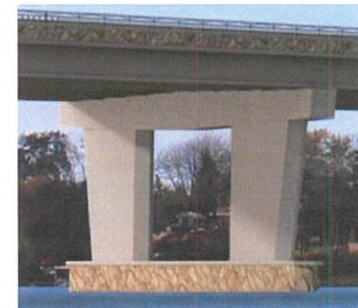
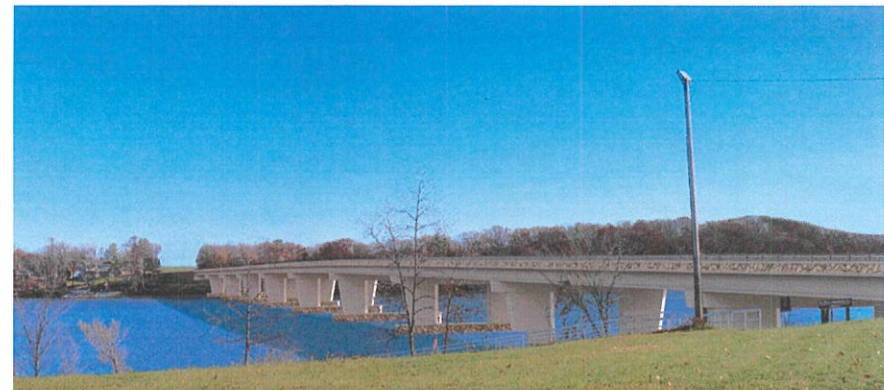


Piers "C"



Flared Width / Trapezoidal Columns

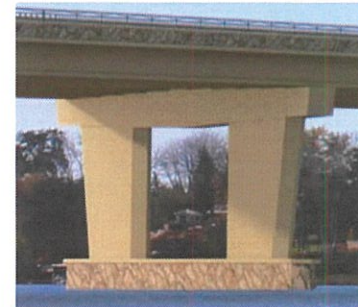
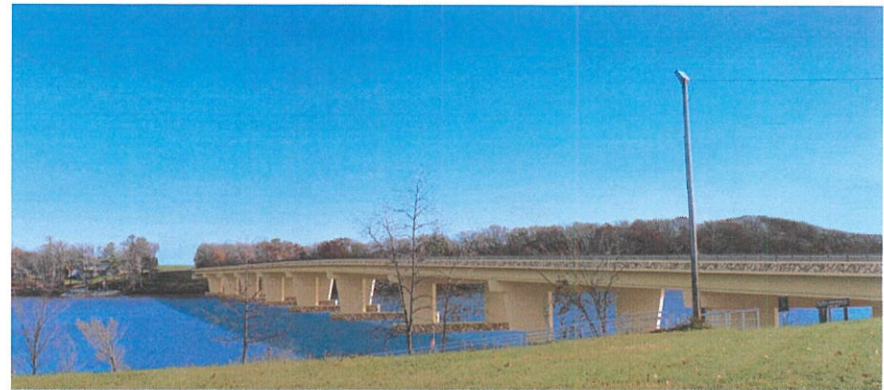
- Flared Increasing With Column Shape
- Plain Concrete Finish
- No Form Liner Surface Treatments
- No Concrete Staining (Colored Concrete)
- +\$110,000 per Pier; + \$990,000 for 9 Piers
- +2.7% Increase To Estimated Overall Bridge Construction Cost





Enhanced Flared Width / Trapezoidal Columns

- Flared Increasing With Column Shape
- Cut-Stone Surface Texture (Form Liner) to Pier Base
- Multi- Color Concrete Stain to Pier Base
- One Color Concrete Stain to Pier Columns and Cap
- +\$160,000 per Pier; +\$1,440,000 for 9 piers
- +3.9% Increase To Estimated Overall Bridge Construction Cost





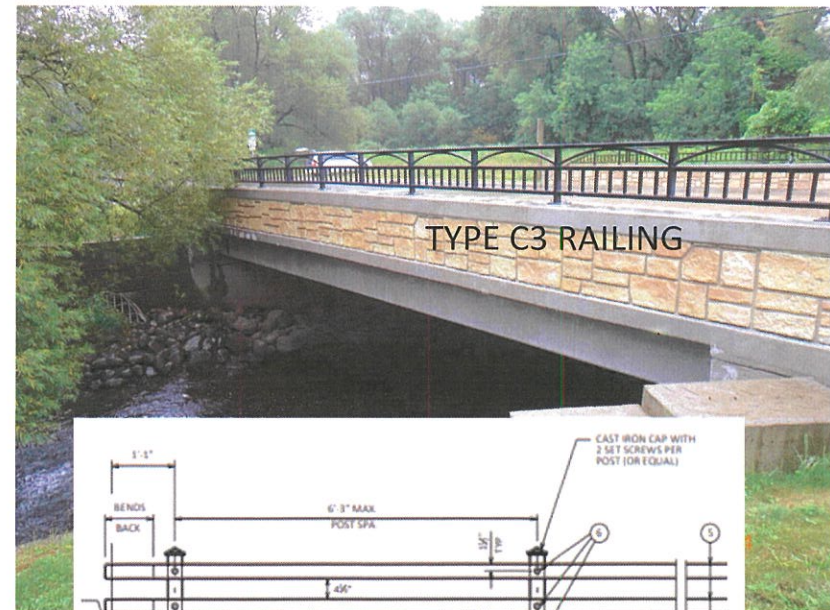
Bridge Parapet and Railing Aesthetic Enhancements

Cut-Stone Surface Texture (Form Liner) With Multi-Color Staining

- Both Faces Of Vertical Parapets
- Pedestrian Side Of Traffic Parapets
- +\$450,000
- +1.2% Increase To Estimated Overall Bridge Construction Cost
- WisDOT Tubular Railing No Additional Cost

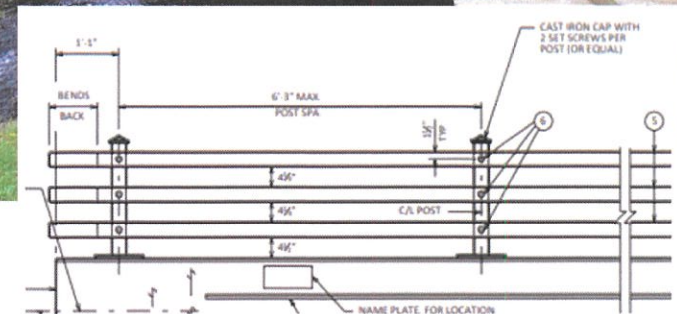
Type C3 Combination Railing (Painted Steel)

- On Exterior Vertical Parapets Only
- +\$385,000 (Compared to Tubular Railing)
- +1.0% Increase To Estimated Overall Bridge Construction Cost



"D"

"B"



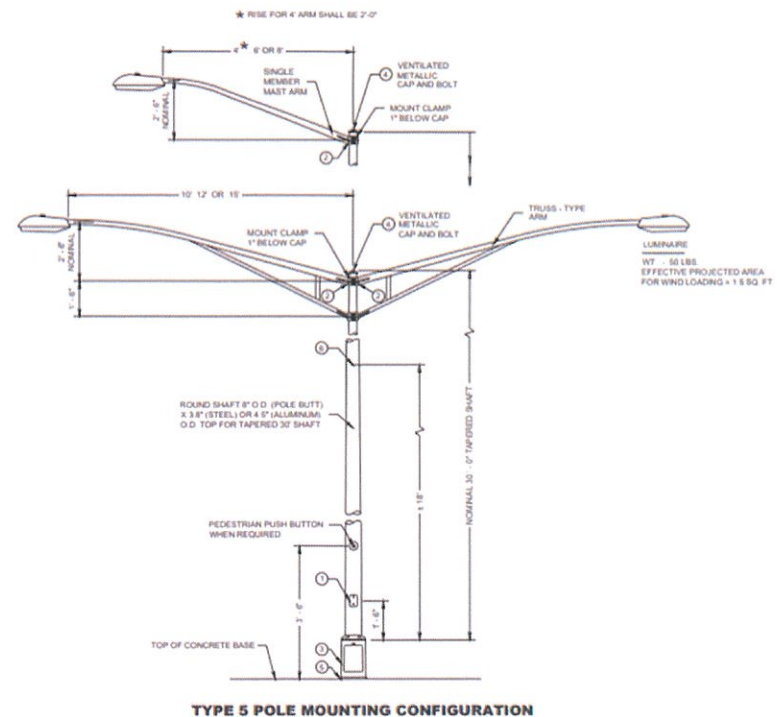
TUBULAR RAILING

"C"



Bridge Lighting

- CTH GV Continuous Lighting Study Completed Summer 2024
- WisDOT approved Type 5 Poles
- WisDOT approved 6-foot Arms
- WisDOT approved LED B Luminaires
- Light spacing on structure to be determined
 - 50-ft/75-ft/150-ft Spacing





Pedestrian Overlook Bump-Outs

- 6 Pedestrian Lookouts (3 Each Side)
- +\$60,000 (\$10,000 Each Lookout)
- 0.2% Increase To Estimated Overall Bridge Construction Cost



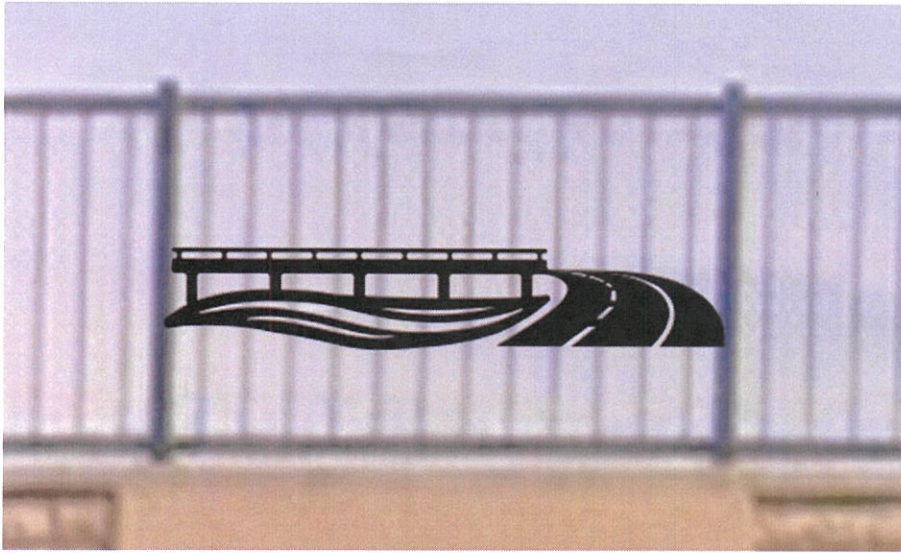


Bridge End Pylons

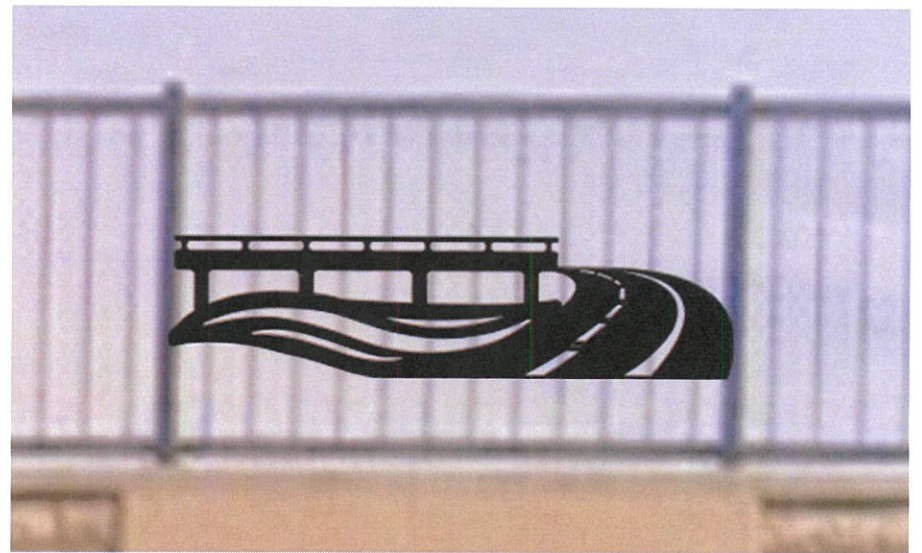
- Decorative Pylons Above the Roadway At Ends Of The Bridge
- +\$66,000 Per Pylon; +\$264,000 For Four Pylons
- 0.7% Increase To Estimated Overall Bridge Construction Cost
- Estimated cost based on pylons similar to the Claude Allouez Bridge in De Pere. Smaller pylons would be proportionally less cost.



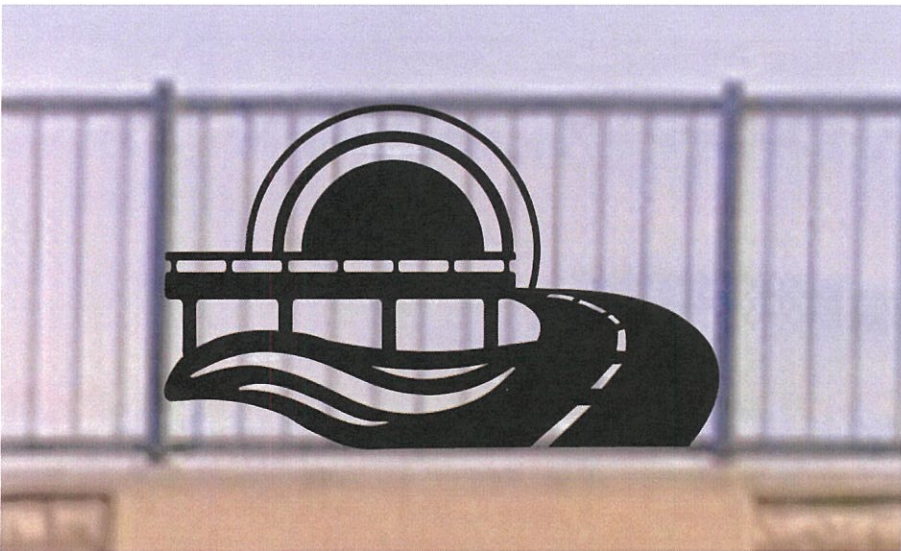
Claude Allouez Bridge in De Pere



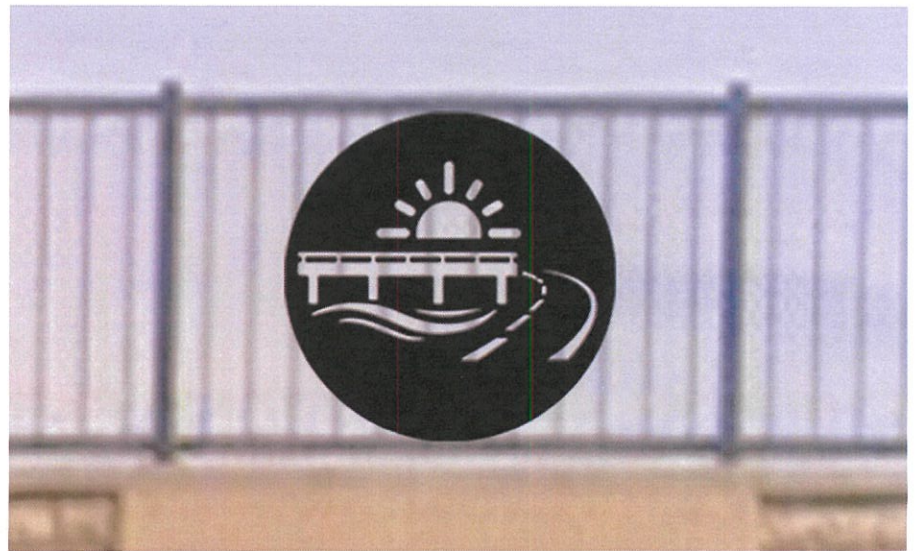
Option 1: Original logo and proportion



Option 2: Original logo with narrow proportion



Option 3: Narrow proportion with sun



Option 4: Narrow proportion with sun reversed



City of De Pere, Wisconsin

I.11

Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Recommendation from Board of Public Works on Approval of
Neighborhood Watch Sign Policy.

ATTACHMENTS:
2025 0113 CI-Neighborhood Watch Signs, Draft Neighborhood Watch Signs Policy,
Neighborhood Watch Map 11x17, Wis State Statute 66-0429

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Rakers
Date: January 13, 2025
RE: Consideration and possible action on Neighborhood Watch Sign Policy*

The Police Department has received a grant to partially fund the replacement of neighborhood watch associations. Prior to expending funds, a policy needs to be created addressing the future placement and replacement of signs.

Background

De Pere has neighborhood watch signs scattered around the City. Some of the signs are associated with active neighborhood associations while other associations no longer exist or are not active. A map is attached showing the previous neighborhood watch associations whether active or not. The existing signs are aged and need to be replaced. The Police Department has received a grant to partially fund sign replacement for active neighborhood watch associations.

In the past, neighborhood watch associations were responsible for funding the installation of signs. Signs were placed at various locations within the neighborhood association area. There does not appear to have been a policy on the number of signs placed in an association area. Signs were placed on existing signposts or utility poles.

Discussion

There are many different considerations when creating a policy including funding, location of signs, when are signs installed and removed, how many signs can a group have, along with who will maintain the signs and the overall program. Additionally, Wisconsin Statute 66.0429 establishes requirements for installing neighborhood watch signs.

Program Oversight. One of the challenges has been tracking active neighborhood associations. For signs to be installed and maintained, the association must remain active. This program has been run by the Police Department in the past in conjunction with Statute 66.0429 (2) which states that “a city or village which has a neighborhood watch program authorized by the law enforcement agency”. Based on this, the Police Department will oversee the program, including funding/invoicing, tracking active associations, and installing, maintaining, and replacing signs.

Sign installation will be completed by the Street Department, as directed by the Police Department. Signs will be made by the Street Department.

Funding. The Police Department has received a \$3,000 grant to re-establish signs. This will not fund all the signs. Based on internal discussions, the goal is to provide each active neighborhood watch association with two signs. Signs in the past were funded by the neighborhood watch association. Requiring neighborhood watch associations to purchase signs provides a balance to the number of signs a neighborhood watch association will request. The Police Department believes they have enough money to fund up to two signs for each group.

Maintenance costs for sign replacement has been funded by the neighborhood watch associations in the past. This should be continued as part of the program.

Location/Number of Signs. It is difficult to establish a “one size fits all” for the installation of neighborhood association signs due to the sizes and configurations of various neighborhood watch associations. As can be seen on the neighborhood watch associations map, the associations vary significantly in size, with some having multiple entrance points and some being on cul de sacs.

Sign installation should be restricted to entrances into the association. Signs should not be placed internally within an association. The goal is to highlight the entrance into the association while balancing the overuse of signs within the right of way.

Sign installation has been restricted to existing signposts, light poles, or the back of stop signs in the past. Staff reviewed this practice and determined that the placement on the back of stop signs is not allowed. Additionally, when using stop signs, the association signs are located on the opposite side of the road for standard sign placement (signs are typically on the right-hand side). The use of existing sign poles and streetlights reduces the cost of implementation while minimizing too many signs scattered throughout the right of way.

Installation. Neighborhood watch signs have primarily been installed by City staff. Signs were placed on existing signposts or utility poles. The advantage to this is two-fold. First, installing on existing signposts and utility poles helps reduce the costs of sign installation, which will be charged back to the association. Second, it can help to reduce the number of new signs installed in an area.

Recommendation

Staff recommends the attached policy be approved, with up to two signs per active neighborhood watch association being funded in 2025.

Attachments:

- Draft Policy Neighborhood Watch Sign Program
- Existing Neighborhood Watch Associations
- Wisconsin Statute 66.0429 Street barriers; neighborhood watch signs.



DRAFT POLICY NEIGHBORHOOD WATCH SIGN PROGRAM

PROGRAM OVERSIGHT

The Neighborhood Watch Sign Program will be administered by the Police Department in accordance with Wisconsin Statute 66.04029. The Police Department will maintain a list of active associations. If associations are dissolved or considered inactive, the Police Department will direct the Street Department to remove signs.

Neighborhood watch signs shall have a uniform design created by the Street Department in coordination with the Police Department and approved by the Wisconsin Department of Transportation per Statute 66.0429 (2).

FUNDING

Neighborhood watch sign installation shall be funded by the associations. The association will make a request to the Police Department. If approved, the Police Department will direct the Street Department to create a sign and install per the policy below.

The cost to repair or replace signs shall be funded by the associations at the same cost as a new sign.

The cost to install, repair, or replace a sign is for the sign creation. The City will install the sign at no cost to the association.

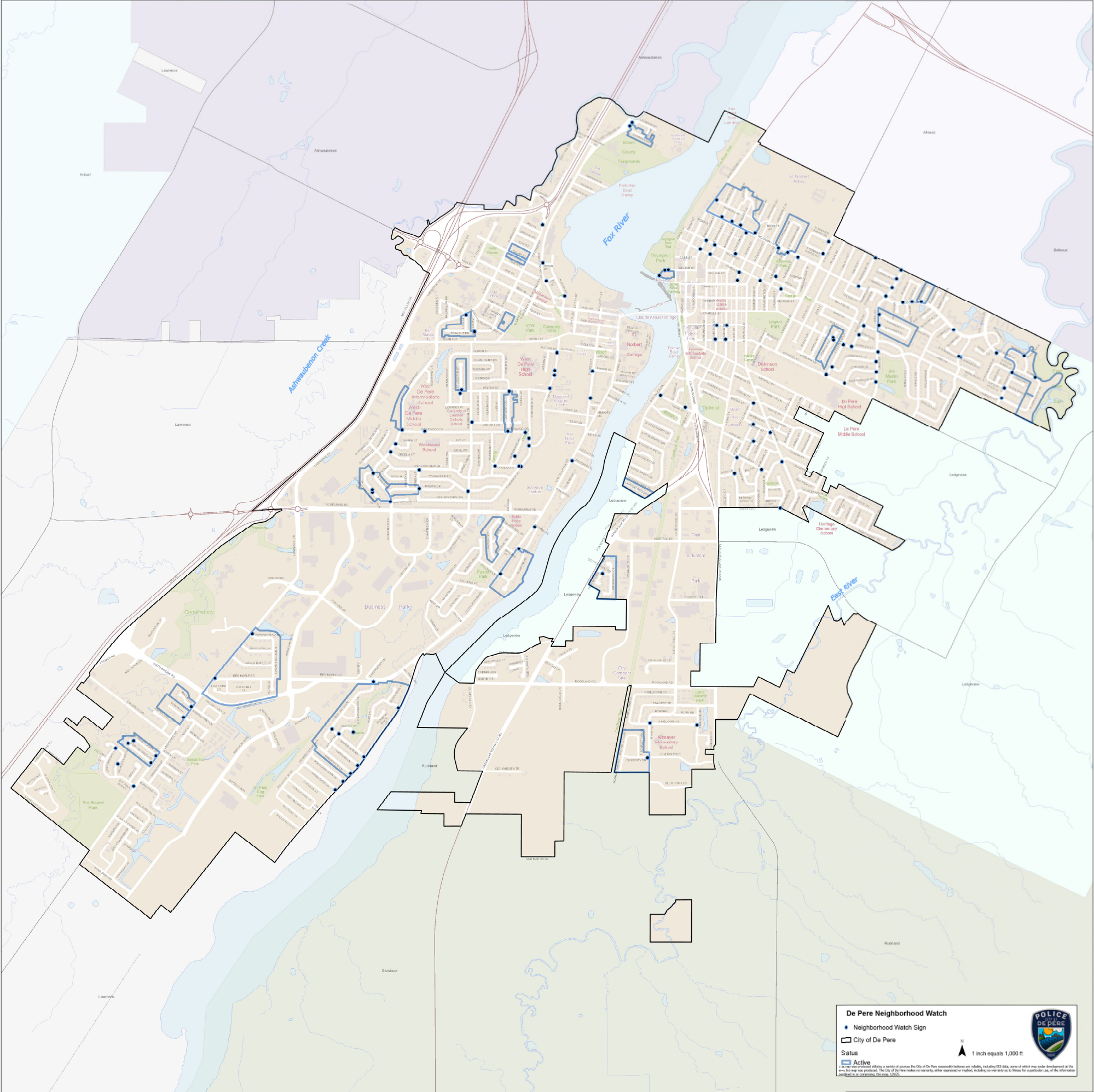
There is no charge to remove old signs.

The Street Department will invoice the association for sign installation, repair, or replacement. The cost for sign installation will be determined by the Street Department.

LOCATION/INSTALLATION

Sign installation shall be restricted to the entrances into a neighborhood association. Signs shall be located on the right-hand side of the street and placed on existing signposts or utility poles. The sign will be placed as close to the entrance of association as possible based on the location of existing signposts or utility poles.

Sign maintenance/replacement will be determined by the City.



75 Updated 23-24 Wis. Stats.

MUNICIPAL LAW

66.0435

(10) A privilege may be granted only as provided in this section.

History: 1985 a. 297; 1991 a. 316; 1993 a. 184, 246; 1997 a. 27; 1999 a. 150 ss. 111, 114; Stats. 1999 s. 66.0425; 2005 a. 441; 2015 a. 231.

When the plaintiff fell due to a depression in a street enclosed as a temporary sidewalk, the city, not the indemnitor contractor, was primarily liable since the contractor did no excavation in the street and its enclosing of the street did not cause the defect. *Webster v. Klug & Smith*, 81 Wis. 2d 334, 260 N.W.2d 686 (1978).

66.0427 Open excavations in populous counties. In a town, city or village in a county with a population of 750,000 or more no excavation for building purposes, whether or not completed, may be left open for more than 6 months without proceeding with the erection of a building on the excavation. If an excavation remains open for more than 6 months, the building inspector or other designated officer of the town, village or city shall order that the erection of a building on the excavation begin forthwith or that the excavation be filled to grade. The order shall be served upon the owner of the land or the owner's agent and upon the holder of any encumbrance of record as provided in s. 66.0413 (1) (d). If the owner of the land fails to comply with the order within 15 days after service of the order upon the owner, the building inspector or other designated officer shall fill the excavation to grade and the cost shall be charged against the real estate as provided in s. 66.0413 (1) (f). Section 66.0413 (1) (h) applies to orders issued under this section. This section does not impair the authority of a city or village to enact ordinances in this field.

History: 1999 a. 150 s. 145; 2017 a. 207 s. 5.

66.0429 Street barriers; neighborhood watch signs.

(1) The governing body of a city, village or town may set aside streets or roads that are not a part of any federal, state or county trunk highway system for the safety of children in coasting or other play activities, and may obstruct or barricade the streets or roads to safeguard the children from accidents. The governing body of the city, village or town may erect and maintain on the streets or roads barriers or barricades, lights, or warning signs and is not liable for any damage caused by the erection or maintenance.

(2) A city or village which has a neighborhood watch program authorized by the law enforcement agency of the city or village and in which the residents of the city or village participate may, in a manner approved by the city council or village board, place within the right-of-way of a street or highway within its limits a neighborhood watch sign of a uniform design approved by the department of transportation. No sign under this subsection may be placed within the right-of-way of a highway designated as part of the national system of interstate and defense highways.

(3) (a) The governing body of a city may monitor or limit access to streets that are not part of any federal, state or county trunk highway system or connecting highway, as described in s. 84.02 (11), for the purposes of security or public safety. The governing body of a city may authorize gates or security stations, or both, to be erected and maintained to monitor traffic or limit access on these streets. The restriction of access to streets that is authorized under this subsection does not affect a city's eligibility for state transportation aids.

(b) This subsection applies only to the city of Arcadia.

History: 1985 a. 194; 1987 a. 205; 1993 a. 113, 246; 1999 a. 150 s. 115; Stats. 1999 s. 66.0429.

66.0431 Prohibiting operators from leaving keys in parked motor vehicles. The governing body of a city, village or town may by ordinance require every passenger motor vehicle to be equipped with a lock suitable to lock either the starting lever, throttle, steering apparatus, gear shift lever or ignition system; prohibit any person from permitting a motor vehicle in the

person's custody from standing or remaining unattended on any street, road, or alley or in any other public place, except an attended parking area, unless either the starting lever, throttle, steering apparatus, gear shift or ignition of the vehicle is locked and the key for that lock is removed from the vehicle; and provide forfeitures for violations of the ordinance. This section does not apply to motor vehicles operated by common carriers of passengers under ch. 194.

History: 1991 a. 316; 1993 a. 246; 1999 a. 150 s. 615; Stats. 1999 s. 66.0431.

66.0433 Licenses for nonintoxicating beverages. (1)

A town board, village board or common council may grant licenses to persons it considers proper for the sale of beverages containing less than 0.5 percent of alcohol by volume to be consumed on the premises where sold and to manufacturers, wholesalers, retailers and distributors of these beverages. The fee for a license shall be not less than \$5 nor more than \$50, to be fixed by the board or council, except that where these beverages are sold for consumption off the premises the license fee shall be \$5. The license shall be issued by the town, village or city clerk, shall designate the specific premises for which granted and shall expire the next June 30 after issuance. The full license fee shall be charged for the whole or a fraction of the year. No beverages described in this paragraph may be manufactured, sold at wholesale or retail or sold for consumption on the premises, or kept for sale at wholesale or retail or for consumption on the premises where sold, without a license issued under this paragraph.

(1m) If a place of business moves from the premises designated in the license to another location in the town, village or city within the license period, the licensee shall give notice of the change of location, and the license shall be amended accordingly without payment of an additional fee. A license is not transferable from one person to another.

(2) No license or permit may be granted to any person, unless to a domestic corporation or domestic limited liability company, not a resident of this state and of the town, village or city in which the license is applied for, nor, subject to ss. 111.321, 111.322 and 111.335, to any person who has been convicted of a felony, unless the person has been restored to civil rights.

(3) A town board, village board or common council may by resolution or ordinance adopt reasonable and necessary regulations regarding the location of licensed premises, the conduct of the licensed premises, the sale of beverages containing less than 0.5 percent of alcohol by volume and the revocation of any license.

History: 1977 c. 125; 1981 c. 334 s. 25 (1); 1981 c. 380, 391; 1993 a. 112; 1999 a. 150 s. 156; Stats. 1999 s. 66.0433; 2017 a. 59.

66.0435 Manufactured and mobile home communities. (1) DEFINITIONS. In this section:

(am) "Community" means a manufactured and mobile home community.

(b) "Licensee" means any person licensed to operate and maintain a manufactured and mobile home community under this section.

(c) "Licensing authority" means the city, town or village wherein a manufactured and mobile home community is located.

(cg) "Manufactured and mobile home community" means any plot or plots of ground upon which 3 or more manufactured homes or mobile homes, occupied for dwelling or sleeping purposes, are located, regardless of whether a charge is made for the accommodation.

(cm) "Manufactured home" has the meaning given in s. 101.91 (2) and includes any additions, attachments, annexes, foundations, and appurtenances.

(d) "Mobile home" has the meaning given in s. 101.91 (10)



Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-01 Authorizing Second Amendment to Agreement for Consulting Services with Short-Elliott-Hendrickson, Incorporated (MSC Expansion for Design and Construction Engineering Services).

ATTACHMENTS:

Consider SEH's Proposal for MSC Expansion for Design and Engineering Services 1-6-2025, Reso25-01, Amendment-Second-SEH(MSC Expansion), Exhibit 1(a) DePere Office Expansion Scope of Services 1-3-25

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: January 6, 2025
RE: Consider and Possible Action Regarding SEH's Proposal for MSC Expansion for Design and Construction Engineering Services*

The 2025 approved budget includes \$25,000,000 for the MSC expansion. The expansion would include the expansion of the current facilities for the City's equipment and vehicles, office expansion, and necessary updates to the facilities to meet ADA requirements. This funding would include consultant fees, construction, and additional interior office furniture for the office expansion.

The City is currently under contract with SEH for design services for the MSC expansion. SEH submitted the attached proposal for design and construction engineering services which would be ordered into their existing engineering contract. The scope of services are as follows:

1. Design of the 6,000 s.f. addition to the office facility and the consolidation of the documents from the previously phased projects and includes the added services to design for conformance per the ADA audit: **\$263,049.00**
2. Construction administration for the addition to the office facility and the consolidation of the construction administration from the previously phased projects: **\$206,945.00**
3. Construction administration services as the Architect and Engineer of Record to comply with State requirements for professional of record during construction: **\$82,950.00**
4. Expenses: In addition to the professional services fees. Expenses are billed at actual cost. Expenses are estimated at **\$13,500.00**

Total costs for the above-mentioned services are \$566,444. The tentative schedule for the expansion would be complete design in 2025, bid spring of 2026, and construction taking place in 2026 and 2027.

Staff met to discuss this proposal to determine whether we should solicit additional proposals. The following things were discussed:

- The design process would be delayed by possibly twelve (12) months or more. It would take several months to solicit proposals. If a new consultant was hired, the consultant firm

would have to start the design process from the beginning for the expansion of the equipment and vehicles, which could take up to nine (9) months or more.

- Design costs would be higher to hire a new consultant firm due to the design fees needed to develop the preliminary design phases that has already currently been designed by SEH.
- Staff reviewed what the City would be paying SEH on a percentage basis. Staff looked at the percentages for VFW pool and the Nelson Pavilion. The City paid GRAEF approximately 8.96% for design and construction services for the VFW pool. The City paid McMahon approximately 6.7% for design and construction services for the Nelson Pavilion. If SEH's proposal is approved their fees would be approximately 3.76% for design and construction services.

Staff recommends approving SEH's proposal in the amount of \$566,444.

RESOLUTION #25-01

AUTHORIZING SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND SHORT-ELLIOTT-HENDRICKSON, INCORPORATED
(Municipal Service Center Facility Expansion – Design and Construction Engineering Services)

WHEREAS, the City and Short-Elliott-Hendrickson, Incorporated are parties to a Consulting Agreement (approved by Resolution #21-59) and an Amendment thereto (approved by Resolution #23-02) providing comprehensive design services for expansion of City's Municipal Service Center ("MSC") facility; and

WHEREAS, the City is in need of additional professional architectural and engineering consulting design services related to a campus-wide development at MSC for design, bidding and construction administrative services, resulting in the need to further amend the agreement, pursuant to the terms and conditions of the Second Amendment attached hereto; 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 City Manager and City Clerk are authorized and directed to execute the Second Amendment to Agreement for Consulting Services Between the City of De Pere and Short-Elliott-Hendrickson, Incorporated as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of
January, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/13/2025

**SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND SHORT- ELLIOTT-HENDRICKSON, INCORPORATED
(MSC Facility Expansion – Design and Construction Engineering Services)**

THIS SECOND AMENDMENT made and entered into this ____ day of _____, 2025, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Short-Elliott-Hendrickson, Incorporated, a foreign corporation authorized to conduct business in the State of Wisconsin (“Consultant”).

WHEREAS, the City and Consultant are parties to an Agreement for Consulting Services dated June 30, 2021, and Amendment #1 dated January 20, 2023, (collectively “the Agreement”); and

WHEREAS, the parties wish to further amend the Agreement to provide for additional professional architectural and engineering services for Consultant to perform, namely for a campus-wide development at Municipal Services Center, as outlined in Consultant’s Proposal attached hereto.

NOW, THEREFORE, upon the promises and obligations provided herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to amend the Agreement as follows:

1. Consultant’s Scope of Work shall be amended to add consulting services to include design of a 6,000 square foot office addition, consolidation of the previous phases of construction, bidding assistance and construction administration services, as set forth in detailed scope in Consultant’s Proposal attached hereto as Exhibit 1(a), which shall be incorporated herein by reference and added as part of Consultant’s Proposal (Exhibit B) to the original Agreement.
2. Section VII. Time for Completion shall be amended to include the completion of design services in 2025, bidding of the project in 2026, and construction taking place in 2026 and 2027.
3. The cost for such additional consulting services shall be performed in the lump sum amount of \$566,444.
4. All other terms and conditions of the Agreement shall remain in full force and effect, unless specifically modified by this Second Amendment.

This Second Amendment has been duly executed as of the date and year first set forth above.

(Signatures follow on page 2 of 2)

SHORT-ELLIOTT-HENDRICKSON, INCORPORATED

By:

Trevor Frank, NCARB, AIA, PMP, LEED AP
Sr. Architect /Project Manager

CITY OF DE PERE

By:

Lawrence M. Delo, City Manager

Carey E. Danen, City Clerk

J:\Law\Agreements\2025\Consultant\Amendment-Second-SEH(MSC Expansion)1-15-25.docx



January 3, 2023

RE: De Pere MSB Facility and Office
Expansion and Renovation- **Revised**
1/3/2025

Mr. Scott Thoreson
City of De Pere
925 S 6th Street
De Pere, WI 53533

Dear Scott:

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit this proposal to the City of De Pere (client) for professional architectural and engineering services as required for a renovated MSB facility and proposed new Public Works office improvements in De Pere, Wisconsin (Project).

PROJECT UNDERSTANDING

This proposal is based on a facility and site needs study and building programming recently completed for the De Pere Public Works Department that developed design, bid documents and phasing plan for campus-wide development for the Municipal Services Building facility on 6th Street. This proposal includes the next steps in the process including design of a 6,000 s.f. office addition, consolidation of the previous phases of construction, bidding assistance and construction administration services.

Based on previous design efforts and proposed expansion design to the existing office facility, this project will include the following:

1. Consolidation of previously developed phased bidding documents into one combined set of contract documents
2. Documentation of demolition of the existing 1999 office addition and design of a 6,000 s.f. office addition
3. Incorporation of ADA corrective design and implementation based on the ADA report issued to SEH for the MSB facility including Civil/Site works, Architecture and MEP services.
4. Bidding and construction administration services for the consolidated scope of work to include all previous phases of development and includes the new office expansion.
5. Geotechnical Exploration and reporting for soil classification beneath the proposed office addition
6. Site improvements to include:
 - a. Relocation of existing utilities and large underground stormwater interceptor
 - b. Modifications to existing topography, pavement, stormwater treatment and landscaping

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 425 West Water Street, Suite 300, Appleton, WI 54911-6058

920.380.2800 | 888.413.4214 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Tasks

1. Consolidate previous phased designed packages into a single conformed set of contract documents.
2. Code review and coordination for the office expansion.
3. Develop office expansion demolition and construction drawings through Design Development
4. Provide cost estimate at Design Development phase.
5. Upon approval of design development plans and estimate, begin construction documents.
6. Generate 60% and 90% review documents along with associated cost estimates.
7. Generate final bid documents.
8. Plan submittal to state and local authorities as required for construction.
9. Construction documents to be posted to online bid room for contractor's downloading bidding.
10. Respond to contractor questions during bidding and issue addendum as needed.
11. Conduct pre-bid meeting, if required.
12. Assist with reviewing bids and recommending contractor award.
13. Administer construction of the entire scope of development. (Proposed as separate services)

Professional Services Included:

- Architectural / Project Management (SEH) FEE: \$162,600

Architectural Scope: The Scope of Work proposed includes providing design services through construction documents (CD) and includes construction support (CS). **Our revised scope of work includes coordination and design of the ADA improvements per the ADA audit report issued to SEH.**

- a. Design Development – coordinate with Public Works Department personnel to make modifications / changes to the preliminary design prior to beginning construction documents.
 - Floor plans
 - Exterior elevations
 - Schematic building sections
 - Updated Cost Estimate
- b. Construction documents – generate construction plans and specifications based on approved Design Development plans as well as coordination with remainder of the design team on their work
 - Floor Plans – overall and enlarged as needed
 - Building Elevations
 - Roof Plan
 - Building / Wall Sections
 - Reflected Ceiling Plan
 - Door and Room Finish Schedules
 - Details & Interior Elevations as needed
- c. Bidding Services
 - Plan submittals to State of Wisconsin and local AHJ as required
 - Respond to contractor questions during bidding
 - Issue addendum as necessary
 - Assist with review of bids
 - Construction administration services will be contracted separately after award of the contract for construction.
- d. Construction Administration Services **FEE: \$35,700.00**

Engineers | Architects | Planners | Scientists

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- Review submittals and shop drawings
 - Respond to contractor RFI
 - Issue Construction Bulletins
 - Attend bi-weekly construction meetings during the construction phase
 - Develop punchlists
 - Coordinate project close out
 - Attend 11-month post-construction punchlist walk through
- e. Construction Administration Services- (Consolidated Projects) **FEE: \$150,400- This fee is the construction administration fee for the previously identified phased project delivery scope that was broken into Phases 1A-2E. Those Construction Administration services will need to be performed with the consolidation of the phased projects.**
 - Review submittals and shop drawings
 - Respond to contractor RFI
 - Issue Construction Bulletins
 - Attend bi-weekly construction meetings during the construction phase
 - Develop punchlists
 - Coordinate project close out
 - Attend 11-month post-construction punchlist walk through
- f.
- **Structural Engineering (SEH) FEE: \$22,000.00**
 - 1. Structural Engineering Scope: The Scope of Work proposed includes providing design services through construction documents (CD) and includes construction support (CS).
 - a. Design Development
 - Review preliminary plans and provide input on structural elements – coordinate with remainder of design team
 - Review geotechnical report and begin foundation design
 - b. Construction Documents
 - Foundation plan
 - Structural framing plan
 - Structural details
 - Structural Specifications
 - Coordination with pre-engineered metal building system manufacturer
 - c. Bidding Services
 - State plan submittal
 - Respond to contractor questions during bidding
 - Construction administration services will be contracted separately after award of the contract for construction.
 - d. Construction Administration Services **FEE: \$5,500.00**
 - Review submittals and shop drawings
 - Respond to contractor RFI
 - Issue Construction Bulletins
 - Develop punchlists
 - Coordinate project close out
 - Attend 11-month post-construction punchlist walk through

- Civil Engineering (RaSmith) FEE: **\$21,949.00**

Civil Engineering Scope: The Scope of Work proposed includes providing design services through construction documents (CD) and includes construction support (CS).). **Our revised scope of work includes coordination and design of the ADA improvements per the ADA audit report issued to SEH.**

1.

- a. Design Development – This task includes preparation of Design Development Documents which will include:
 - Topographic Survey of the site
 - Coordination for soil borings.
 - Existing Conditions/Site Demolition Plan.
 - Site Plan.
 - Grading and Drainage Plan.
 - Site Utility Plan.
 - Erosion Control Plan.
 - Stormwater modeling and design.
- b. 60% and 90% and final Construction Documents to include:
 - Existing Conditions/Site Demolition Plan (refined)
 - Site Plan.
 - Grading and Drainage Plan.
 - Site Utility Plan.
 - Landscape Plan.
 - Construction Details and General Notes.
 - Erosion Control Plan and Details.
 - Stormwater management Plan
 - Site/Civil Details
 - Technical Specifications for Civil Site Elements.
 - Engineer's Estimate of Probable Construction Costs.
 - WI DNR NOI permit submittal.
 - DSPS exterior plumbing submittal.
 - Attendance at two (2) City plan commission and site review meetings.
 - Construction administration services will be contracted separately after award of the contract for construction.
- c. Construction Administration Services **FEE: \$2,420.00**
 - Review submittals and shop drawings
 - Respond to contractor RFI
 - Issue Construction Bulletins
 - Develop punchlists

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 425 West Water Street, Suite 300, Appleton, WI 54911-6058

920.380.2800 | 888.413.4214 | 888.908.8166 fax | **sehinc.com**

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- Coordinate project close out
 - Attend 11-month post-construction punchlist walk through
- HVAC Engineering (MSA Professional Services) **FEE: \$42,020.00-** (INCLUDES THE SCOPE ITEMS OF ELECTRICAL AND PLUMBING DESIGN LISTED BELOW).
 1. The Scope of Work proposed includes providing design services through construction documents (CD) and includes construction support (CS).
 2. The Scope of Work proposed includes the following effort:
 - a. Design Development – coordinate with City and Public Works Department personnel to make modifications / changes to current preliminary design prior to beginning construction documents.
 - HVAC plans and equipment/ductwork layout
 - Updated Cost Estimate
 - Equipment selections
 - b. Construction documents – generate construction plans and specifications based on approved Design Development plans as well as coordination with remainder of the design team on their work
 - HVAC Plans – overall and enlarged as needed
 - Details
 - Controls and sequencing operations
 - System design and specifications
 - c. Bidding Services
 - Plan submittals to State of Wisconsin as required
 - Respond to contractor questions during bidding
 - Assist with review of bids
 - Construction administration services will be contracted separately after award of the contract for construction.
 - d. Construction Administration Services **FEE: \$10,505.00**
 - Review submittals and shop drawings
 - Respond to contractor RFI
 - Issue Construction Bulletins
 - Develop punchlists
 - Coordinate project close out
 - Attend 11-month post-construction punchlist walk through
- 3. Electrical Engineering (MSA Professional Services) **FEE: INCLUDED ABOVE**

Design will assume a new electrical service to the building and new power distribution within the building. New light fixtures will be provided to serve the layout as coordinated with Architect and Owner. New lighting control system will be provided. Direction for locations of low voltage systems (network drops, security systems, key fobs, etc) will be furnished to MSA by owner and architect and will be indicated on electrical drawings.

 1. The Scope of Work proposed includes providing design services through construction documents (CD) and includes construction support (CS).
 2. The Scope of Work proposed includes the following effort:

- a. Design Development – coordinate with City and Public Works Department personnel to make modifications / changes to current preliminary design prior to beginning construction documents.
 - Electrical plans and equipment layout
 - Updated Cost Estimate
 - Equipment selections (gear, generator, controls)
- b. Construction documents – generate construction plans and specifications based on approved Design Development plans as well as coordination with remainder of the design team on their work
 - Electrical Plans – overall and enlarged as needed
 - Details and one-line diagram
 - Controls and sequencing operations
 - System design and specifications
 - Rough in for low voltage systems (data systems, security access control, cameras, A/V)
- c. Bidding Services
 - Plan submittals to State of Wisconsin as required
 - Respond to contractor questions during bidding
 - Assist with review of bids
 - Construction administration services will be contracted separately after award of the contract for construction.
- d. Construction Administration Services **FEE: INCLUDED ABOVE**
 - Review submittals and shop drawings
 - Respond to contractor RFI
 - Issue Construction Bulletins
 - Develop punchlists
 - Coordinate project close out
 - Attend 11-month post-construction punchlist walk through

4. Plumbing Engineering (MSA Professional Services) FEE: INCLUDED ABOVE

The Scope of Work proposed includes providing design services through construction documents (CD) and includes construction support (CS).

Design shall include new service requirements for water, natural gas, sanitary sewer. New fixtures will be provided per architectural layouts.

1. The Scope of Work proposed includes the following effort:
 - a. Design Development – coordinate with City and Public Works Department personnel to make modifications / changes to current preliminary design prior to beginning construction documents.
 - Plumbing plans and equipment layout
 - Updated Cost Estimate
 - Equipment selections (fixtures, equipment, piped systems)
 - b. Construction documents – generate construction plans and specifications based on approved Design Development plans as well as coordination with remainder of the design team on their work

Engineers | Architects | Planners | Scientists

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- Plumbing Plans – overall and enlarged as needed
 - Details
 - System design and specifications
 - Basis of design fire protection drawings (State approved plans by FP Engineer of Record)
- c. Bidding Services
 - Plan submittals to State of Wisconsin as required
 - Respond to contractor questions during bidding
 - Assist with review of bids
 - Construction administration services will be contracted separately after award of the contract for construction.
- d. Construction Administration Services **FEE: INCLUDED ABOVE**
 - Review submittals and shop drawings
 - Respond to contractor RFI
 - Issue Construction Bulletins
 - Develop punchlists
 - Coordinate project close out
 - Attend 11-month post-construction punchlist walk through
- Interior Design Services (ACI) **FEE: \$4,680.00**

Interior Design Scope: The Scope of Work proposed includes providing design services through construction documents (CD) and includes construction support (CS).

 - a. Design Development – coordinate with Public Works Department personnel to make modifications / changes to current preliminary design prior to beginning construction documents.
 - Room Finish Schedule
 - Interior Material Selections and Specifications
 - b. Construction documents – generate construction plans and specifications based on approved Design Development plans as well as coordination with remainder of the design team on their work
 - Floor Plans – overall and enlarged as needed
 - Room Finish Schedules
 - Details & Interior Elevations as needed
 - c. Bidding Services
 - Plan submittals to State of Wisconsin as required
 - Respond to contractor questions during bidding
 - Assist with review of bids
 - Construction administration services will be contracted separately after award of the contract for construction.
 - d. Construction Administration Services **FEE: \$2,420.00**
 - Review submittals and shop drawings
 - Respond to contractor RFI
 - Issue Construction Bulletins
 - Develop punchlists
 - Coordinate project close out
 - Attend 11-month post-construction punchlist walk through

- **Geotechnical Services (PSI) FEE: \$9,800.00**

Geotechnical Scope: The Scope of Work proposed includes providing on-site geotechnical drilling and investigation as directed by the Civil and Structural Engineers- **This added scope addresses additional soil borings in the areas impacted by the ADA improved parking and pavement areas.**

- a. Deliverables

- Drilling, sampling and lab work
 - Final report and recommendations

PRELIMINARY SCHEDULE:

This proposal is based on the premise that this project will go out to bid in spring of 2026, with construction taking place in 2026 and 2027.

- Project Kick off:..... Within 2 weeks of Contract
- Complete Design Development:..... 6 weeks
- 60% Construction documents:..... 12 weeks
- 90% Construction Documents:..... 4 weeks
- 100% Documents / Out to Bid: 4 weeks
- Bidding:..... 4 weeks
- Start Construction:..... 2-4 weeks after bids received

Anticipated construction duration is 15 months. We will request that bidding contractors submit an anticipated completion date with their bids to verify.

Upon approval of this proposal, and signed contract to follow, SEH will begin work immediately on this project and will work with client to have this phase of work completed in a timely manner based on the schedule above.

CLIENT'S RESPONSIBILITY

The client agrees to meet with SEH to review proposed plans and provide feedback on design and to make timely decisions to keep the design process on schedule.

ASSUMPTIONS / NOT INCLUDED

1. Project delivery method will be Design / Bid / Build.
2. Project will be bid as one project.
3. No specific sustainable features (Geothermal, Photo PV, Water reclamation) are required aside from current standard applications.
4. If the project is registered with Focus on Energy, there may be additional professional design fees to offset the effort or participating in the program.

PROPOSED FEE

Our base fee for these services shall be on a **Lump Sum Basis**. Monthly invoices will be based upon work completed in the calendar month prior to the invoice date.

A breakdown of the above fees is as follows:

1. Design of the 6,000 s.f. addition to the office facility and the consolidation of the documents from the previously phased projects and includes the added services to design for conformance per the ADA audit: **\$263,049.00**
2. Construction administration for the addition to the office facility and the consolidation of the construction administration from the previously phased projects: **\$206,945.00**
3. Construction administration services as the Architect and Engineer of Record to comply with State requirements for professional of record during construction: **\$82,950.00**
4. Expenses: In addition to the professional services fees. Expenses are billed at actual cost. Expenses are estimated at **\$13,500.00**

Please let me know if this proposal meets your approval, after which our standard contract will be forwarded to you for your signature. If you have any questions or concerns regarding this proposal, please contact me at 920.585.4320.

We look forward to working with you and the De Pere Public Works Department on this long-anticipated project.

Sincerely,



Trevor M. Frank, NCARB, AIA, PMP, LEED AP
Sr. Architect / Project Manager
(Lic WI, AZ, FL, GA, IA, IL, IN, KY, MI, MN, NC, ND, OH, RI, SD, TN, VA.)

CC: File



City of De Pere, Wisconsin

I.13

Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-02 Approving Contracts with Wisconsin Public Service Corporation for Outdoor Lighting Service (Decorative Lighting in the Downtown Areas).

ATTACHMENTS:

Consider WPS Contract for Replacing Decorative Street Lighting in Downtown Areas 1-3-2025, Reso25-02, CityDePereParagonEastcontract (002), CityDePereParagonWestcontract (002), De Pere Street Lighting Monthly Bill

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: January 3, 2025
RE: Consider and Possible Action on WPS Contract for Replacing Decorative Street Lighting in the Downtown Areas*

The adopted 2025 budget included \$30,000 for WPS to replace the existing decorative streetlights owned by WPS in the downtown areas. WPS will replace the existing fixtures with a LED Paragon fixture the BOPW and Council approved going with in January of 2024. In order for WPS to replace these fixtures, the City must enter into the attached street lighting contracts with WPS. The total costs for both contracts as seen in the attached contracts are \$14,066.95. The breakdown is as follows:

- East side lighting = \$1,191.79
- West side lighting = \$12,875.16

The east side lighting is significantly less because WPS inadvertently billed the City in 2024 for \$12,426.17 (See attached bill). This bill was paid from the 2024 streetlight operating budget because the monthly bill was coded for streetlights. WPS does not know why this occurred but is looking into this. This will result in the City bonding less monies for the decorative light replacements.

Staff recommend approving the contracts with WPS for replacement of the decorative street lighting in the downtown areas.

RESOLUTION #25-02

AUTHORIZING CONTRACTS WITH WISCONSIN PUBLIC SERVICE
CORPORATION FOR OUTDOOR LIGHTING SERVICE
(Decorative Lighting in Downtown Areas)

WHEREAS, the City is in need of replacement of decorative street lighting in the downtown area with LED paragon fixtures approved by the Common Council in January of 2024; and

WHEREAS, Wisconsin Public Service Corporation has available and offers to provide personnel and equipment necessary to install the street lighting, pursuant to the attached contracts, for both the east side downtown and the west side downtown; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Wisconsin Public Service Corporation-WI Contract for Outdoor Lighting Service as are attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/13/2025

WISCONSIN PUBLIC SERVICE CORPORATION-WI
CONTRACT FOR OUTDOOR LIGHTING SERVICE

This contract is for the installation of Outdoor Lighting entered into on 12/18/2024 (Contract Date) between
CITY OF DE PERE (Customer) and Wisconsin Public Service Corporation (WPSC).

The Customer desires WPSC to own, install and maintain the outdoor lighting system.
Site Address/Description/Location: STREET LIGHTING EAST in the
CITY of DE PERE, County of BROWN, State of WI.

This lighting system is comprised of 55 LED Lamps under a LS-1 rate schedule on
pole number(s) See attached pole number sheet.

Now in consideration of the mutual promises herein contained, the parties hereto agree as follows: The customer
agrees to comply with all terms and conditions as stated on page 2 of this contract, including the commencement
date of Minimum Charges and all appropriate WPSC tariffs on file with the PSCW.

The Customer will pay WPSC on a monthly basis for the outdoor lighting service according to the following:

1. Monthly Fixture Charges	Quantity	Monthly Rate	Monthly Billing
Class M - LED Med Output Post Top, Paragon	55	\$ 31.46	\$ 1,730.30
Sub-Total Monthly Bill			\$ 1,730.30
2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			\$ -
Total Monthly Bill			\$ 1,730.30

3. Advance Payment - Special Facilities, Non-Refundable	Advance Payment
Total Advance Payment	\$1,191.79

WPSC Signature	Property Owner / Authorized Representative Signature
WR/Revisions: 3389035-1	Property Owner / Authorized Representative Mailing Address
IFRIS Project: 21800071EC, 21800071ER	CITY OF DE PERE
Database:	335 S BROADWAY
	DE PERE, WI 54115-2526

ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both WPSC and the Customer. If the Customer fails to return the Contract to WPSC within sixty days of the WPSC signature date or contract date, the Contract is null and void.
2. The minimum term of this contract is 3 years beginning with the first billing. It may be terminated by either party at the expiration date and at any time thereafter by giving ninety days written notice. Termination or change requests after installation and prior to conclusion of the lighting agreement term will result in customer charges.
3. All the terms and conditions of the Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by WPSC.
4. In the event that WPSC decides to use any of the poles and spans for some purpose other than outdoor lighting service, the monthly charges for those poles and spans shall cease during the period that they are used for other purposes.
5. The Customer agrees, when possible, to report promptly to WPSC the failure of any lamp to burn or any dangerous equipment, and the location thereof, to the end that such lamp and/or equipment may be inspected and the trouble therewith remedied. No credit will be allowed for outages.
6. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, or frost removal, and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer.
7. As a condition of receiving service, the Customer agrees to grant WPSC, at no cost, an easement for the necessary construction, operation, and maintenance of any portion of the extension necessary to serve the Customer.
8. Whether stated or not, a special facilities charge will be applied during Winter Construction period, as stated in WPSC's approved tariffs.
9. **Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.**
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to WPSC, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to WPSC prior to installation of facilities. WPSC shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. **In no event shall the Customer place any decorative element on the pole without the prior written approval of WPSC. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by WPSC to the Customer upon request.**
12. **The Customer agrees to provide WPSC, or its authorized contractor, the location within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by WPSC or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate any underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold WPSC harmless, as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitations, attorneys' fees, arising out of or in connection with the Customer's use of services.**
13. Upon written request and at the expense of the Customer, WPSC will relocate any pole and/or change the position of any lamp.
14. **In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.**
15. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
16. WPSC does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.
17. This contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
18. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the Wisconsin Public Service Commission from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.
19. In the event of a conflict between this Contract and WPSC's approved tariffs, the tariffs shall prevail.

WISCONSIN PUBLIC SERVICE CORPORATION-WI
CONTRACT FOR OUTDOOR LIGHTING SERVICE

This contract is for the installation of Outdoor Lighting entered into on 12/18/2024 (Contract Date) between
CITY OF DE PERE (Customer) and Wisconsin Public Service Corporation (WPSC).

The Customer desires WPSC to own, install and maintain the outdoor lighting system.
Site Address/Description/Location: STREET LIGHTING WEST in the
CITY of DE PERE, County of BROWN, State of WI.

This lighting system is comprised of 52 LED Lamps under a LS-1 rate schedule on
pole number(s) See attached pole number sheet.

Now in consideration of the mutual promises herein contained, the parties hereto agree as follows: The customer
agrees to comply with all terms and conditions as stated on page 2 of this contract, including the commencement
date of Minimum Charges and all appropriate WPSC tariffs on file with the PSCW.

The Customer will pay WPSC on a monthly basis for the outdoor lighting service according to the following:

1. Monthly Fixture Charges	Quantity	Monthly Rate	Monthly Billing
Class M - LED Med Output Post Top, Paragon	52	\$ 31.46	\$ 1,635.92
Sub-Total Monthly Bill			\$ 1,635.92
2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			\$ -
Total Monthly Bill			\$ 1,635.92

3. Advance Payment - Special Facilities, Non-Refundable	Advance Payment
Total Advance Payment	\$ 12,875.16

WPSC Signature	Property Owner / Authorized Representative Signature
WR/Revisions: 3389034-1	Property Owner / Authorized Representative Mailing Address
IFRIS Project: 21800071EC, 21800071ER	CITY OF DE PERE
Database:	335 S BROADWAY
	DE PERE, WI 54115-2526

ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both WPSC and the Customer. If the Customer fails to return the Contract to WPSC within sixty days of the WPSC signature date or contract date, the Contract is null and void.
2. The minimum term of this contract is 3 years beginning with the first billing. It may be terminated by either party at the expiration date and at any time thereafter by giving ninety days written notice. Termination or change requests after installation and prior to conclusion of the lighting agreement term will result in customer charges.
3. All the terms and conditions of the Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by WPSC.
4. In the event that WPSC decides to use any of the poles and spans for some purpose other than outdoor lighting service, the monthly charges for those poles and spans shall cease during the period that they are used for other purposes.
5. The Customer agrees, when possible, to report promptly to WPSC the failure of any lamp to burn or any dangerous equipment, and the location thereof, to the end that such lamp and/or equipment may be inspected and the trouble therewith remedied. No credit will be allowed for outages.
6. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, or frost removal, and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer.
7. As a condition of receiving service, the Customer agrees to grant WPSC, at no cost, an easement for the necessary construction, operation, and maintenance of any portion of the extension necessary to serve the Customer.
8. Whether stated or not, a special facilities charge will be applied during Winter Construction period, as stated in WPSC's approved tariffs.
9. **Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.**
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to WPSC, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to WPSC prior to installation of facilities. WPSC shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. **In no event shall the Customer place any decorative element on the pole without the prior written approval of WPSC. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by WPSC to the Customer upon request.**
12. **The Customer agrees to provide WPSC, or its authorized contractor, the location within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by WPSC or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate any underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold WPSC harmless, as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitations, attorneys' fees, arising out of or in connection with the Customer's use of services.**
13. Upon written request and at the expense of the Customer, WPSC will relocate any pole and/or change the position of any lamp.
14. **In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.**
15. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
16. WPSC does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.
17. This contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
18. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the Wisconsin Public Service Commission from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.
19. In the event of a conflict between this Contract and WPSC's approved tariffs, the tariffs shall prevail.

Bill Date	Account Number	Next Meter Read Date	Amount Due	Payment Due Date
12/19/2024	0401270505-00205		\$1,191.79	01/10/2025

Customer Name CITY OF DE PERE
Service Address STREET LIGHTING
DE PERE WI 54115

Activity Since Last Bill		
01/15/2024	Previous Balance	\$12,426.17
02/01/2024	Payment	-\$12,426.17
	Balance	\$0.00
	Total Current Charges	\$1,191.79
	Total Current Balance	\$1,191.79

Other Charges/Credits		
Elec Const Chrg Non-Refundable		
WR 3389035		
Install Underground Sys		\$770.00
Subtotal:		\$770.00
Elec Const Chrg Non-Refundable		
WR 3389035		
Install Ornamental Ltg		\$421.79
Subtotal:		\$421.79
Other Charges/Credits Total:		\$1,191.79

Messages
View your bill online anytime in My Account. Visit our website to sign up.
Thank you! We appreciate your prompt payments during the year.

ACCOUNT NUMBER: 0401270505-00205 INVOICE: 5296309042 Page 1 of 1 WEC_PDF_Out_Archive 21141 {1}

Please return this stub with your payment.



ACCOUNT NUMBER: 0401270505-00205

CITY OF DE PERE
335 S BROADWAY
DE PERE WI 54115-2526

Wisconsin Public Service
PO Box 1109
Glenview IL 60025-8109

Amount Due By	01/10/2025	\$1,191.79
<i>Please write your account number on your check</i>		
Amount Enclosed		

0110401270505002056 0000119179



City of De Pere, Wisconsin

I.14

Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-03 Authorizing Participation in Cost-Share Grant with Brown County for U.S. Department of Transportation Safe Streets and Roads for All Program.

ATTACHMENTS:
2025 0112 CI_BOPW-SS4_Grant, Reso25-03, Funding Allocation_Locals, SS4A_NOI Revised 12112024, Chris Hardy Email

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: January 13, 2025

RE: **Consideration and possible action participating with Brown County on the Safe Roads for All FHWA Grant***

The purpose for this item is to discuss participating in plan preparation of a Road Safety Plan with Brown County.

Background and Discussion

In 2023, Brown County was awarded a Federal Highway (FHWA) grant “Safe Streets and Roads for All” (commonly referred to SS4A). This is a grant to write a Road Safety Plan for roads at the local level (town, village, and city). This report examines roads, intersections, accident data, curve information, and geometry and makes recommendations for “low hanging fruit” such as signage types, centerline rumble strips, pavement markings, and pedestrian crossings. The plan is a kick-off point for garnering FHWA Highway Safety Improvement Program funding opportunity. Without the SS4A, a municipality is not eligible to apply for HSIP grants.

The grant funding is an 80:20 match program, where FHWA provides 80% and the locals would need to provide 20%. The grant amount awarded is \$200,000 with a local \$50,000 match to attain a total project estimate for \$250,000. Brown County Highway recently sent out a Request for Proposals (see attached) from interested firms to prepare this report for all the locals in the County that will participate. To participate with Brown County, each local municipality needs to decide that they want to participate and guarantee to commit to their 20% of the funding. Brown County has pro-rated the local portion based on centerline road miles (since it is a road based plan) and the table of cost breakdown (in event all choose to participate) is provided as well (see attached).

The City’s prorated share to participate is \$3,963.71. The estimated amount will increase if all other municipalities do not participate. Knowing there could and will likely be variability, an upper limit could be established, and if the cost goes above that amount, this item would be brought back to the Board.

Recommendation

Staff recommends the City participate with the County in the SS4A Road Safety Plan preparation. The cost to participate will be set at a maximum of \$7,000. Funding will be from the Engineering Department’s Consulting budget item.

Attachments:

- Safe Road for All FHWA Grant SS4 Cost Breakout
- Brown County Highway Department Request for Qualifications
- E-mail from Chris Hardy, Brown County Highway Commissioner

RESOLUTION #25-03

AUTHORIZING PARTICIPATION IN COST-SHARE GRANT WITH BROWN COUNTY FOR
U.S. DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS FOR ALL PROGRAM

WHEREAS, the U.S. Department of Transportation (USDOT) has awarded a cost-sharing grant to Brown County for the purpose of funding efforts to save lives and reduce serious injuries on roadways through its Safe Streets and Roads for All (SS4A) program; and

WHEREAS, such grant will be used by Brown County to develop a Road Safety Plan (RSP) for roads at the local level, and the SS4A funding will allow for future application for Highway Safety Improvement Program funding opportunities/grants; and

WHEREAS, the SS4A funding requires an 80:20 cost-share match, for which Brown County is proposing to partner with 24 of its local municipalities, with a commitment of their 20% share based upon centerline road miles; and

WHEREAS, the City is interested in partnering with Brown County and committing funds sufficient for its participation in requesting the RSP report from the chosen firm and receipt of the resultant recommendations; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the Director of Public Works to:

- notify Brown County representatives of the City's commitment to participate in the grant program as described above;
- sign necessary documents as required to obtain the City's portion of funding/services; and

- undertake all other necessary actions to direct and complete the approved project to satisfy the grant agreement.

BE IT FURTHER RESOLVED THAT:

The Common Council authorizes the City's 20% portion of grant-match funding in the amount of \$3,963.71, with participation of the 24 local municipalities as proposed by Brown County. If a lesser number of municipalities elect to participate, the Common Council alternatively authorizes a maximum amount not more than \$7,000.00 be expended for City's 20% share.

BE IT FURTHER RESOLVED THAT:

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

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

January, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/13/2025

Safe Roads for All - FHWA Grant
SS4A

Determining Cost Allocation on Local Share
Grant is \$200,000 with \$50,000 (20% local share)
County Roads are not included in the Plan (local only)

Authority	District	Rd Miles	Allocation	Est Cost	
Eaton	Town	42.84	0.0305	\$	1,525.79
Glenmore	Town	60.1	0.0428	\$	2,140.53
Green Bay	Town	44.95	0.0320	\$	1,600.94
Holland	Town	55.28	0.0394	\$	1,968.86
Humboldt	Town	36.66	0.0261	\$	1,305.69
Lawrence	Town	58.46	0.0416	\$	2,082.12
Ledgeview	Town	63.39	0.0452	\$	2,257.70
Morrison	Town	53.54	0.0381	\$	1,906.89
Denmark	Town	59.88	0.0427	\$	2,132.69
Pittsfield	Town	56.79	0.0405	\$	2,022.64
Rockland	Town	42.84	0.0305	\$	1,525.79
Scott	Town	42.74	0.0304	\$	1,522.23
Wrightstown	Town	30.37	0.0216	\$	1,081.66
Allouez	Village	54.65	0.0389	\$	1,946.42
Ashwaubenon	Village	100.18	0.0714	\$	3,568.02
Bellevue	Village	74.43	0.0530	\$	2,650.91
Denmark	Village	14.64	0.0104	\$	521.42
Greenleaf	Village	25.76	0.0183	\$	917.47
Hobart	Village	91.3	0.0650	\$	3,251.75
Howard	Village	114.48	0.0815	\$	4,077.33
Pulaski	Village	19.73	0.0141	\$	702.71
Suamico	Village	135.74	0.0967	\$	4,834.53
Wrightstown	Village	13.82	0.0098	\$	492.21
DePere	City	111.29	0.0793	\$	3,963.71
Green Bay	City	0	0.0000	\$	- Own Grant
		1403.86	1.0000	\$	50,000.00



REQUEST FOR QUALIFICATIONS

Municipality
Brown County Highway Department
2198 Glendale Avenue
Green Bay, WI 54303

Project ID(s)
TSP-1
SS4A Action Plan

Solicitation Type (Roster or Open)
WisDOT Register of Eligible Consultants

SOLICITATION DATE
December 12, 2024

RFQ QUESTIONS DUE:
January 3, 2025, 12 pm CT

RFQ DUE DATE
January 17, 2025, 12 pm CT

INTERVIEW DATE
January 31, 2025, 12 pm CT

Location/Description

Local Road Safe Streets and Roads for All Action Plan
SS4A
Local Road System
Brown County

Local selection?
Yes

Background

Brown County in partnership with 24 municipalities was awarded a US DOT Safe Streets and Roads for All (SS4A) grant to complete an action plan intended to reach zero preventable roadway deaths in Brown County. In 2018, Brown County completed a county highway system safety plan. This new local roadway safety action plan will continue to build off Brown’s County’s 2018 efforts to advance a Vision Zero approach.

Brown County Highway is seeking consultant services to lead efforts on the SS4A action plan process. The successful applicant will direct and implement efforts in coordination with Brown County staff and participating jurisdictions/municipalities to create a local road county-wide safety action plan for the local roadway network ranging from urban, suburban and rural. The action plan will identify location specific safety challenges and appropriate treatments and fulfill the USDOT requirements for eligibility for implementation funding from the SS4A program in future years.

Project Description and Goals

The overall goal for the project is to create a county-wide local road safety action plan that comprehensively identifies location specific challenges and develops appropriate treatments and projects for the identified locations. The action plan is to identify low-cost, high impact strategies that can improve safety throughout the county on the local road system such as:

• Clear zone maintenance	• Install and upgrade signing
• Enhanced and widened edge line markings	• Bicycle lane markings or separated accommodations
• Rumble strips	• Shoulder paving

• Marked and/or signalized cross walks	• Roundabouts and/or traffic signals
• Pavement safety edge	• Lighting

The plans must:

- Fulfill USDOT requirements for eligibility for implementation funding from the SS4A program in future years.
- Provide guidance for the county and participating jurisdictions on how to proceed with safety improvement priorities independently of the SS4A program over the next 10 years.

The project must, at a minimum include:

- Produce a complete and comprehensive regional safety action plan that:
 - Identifies roadway safety challenges through a systemic model.
 - Categorizes, ranks and catalogs the safety challenges.
 - Develop a prioritization. It is not expected all roadways will be recommended for a countermeasure.
 - Evaluates a range of treatments based on USDOT proven safety countermeasures.
 - Utilizes a combination of public and stakeholder priorities, equity considerations, cost/benefit analysis, roadway limitations and a system of prioritization for which identified issues are in a detailed implementation plan.
 - Create an implementation plan or prioritization that includes project description, limits and general cost range.
 - Includes all USDOT required components for eligibility for SS4A Implementation Grant Funding.
- USDOT Action Plan Components. The USDOT requires that SS4A Action Plan include at least four of the six following components.
 - High ranking official/governing body commits to Vision Zero
 - Representative committee oversees action plan development.
 - Meaningful public engagement and stakeholder outreach.
 - Equity analysis (defined as USDOT disadvantaged communities).
 - Assessment of current safety policies and recommendations for future
 - Identification of baselines and goals to evaluate progress moving forward.

Overview of Potential Participants

Brown County will engage with the following potential jurisdictions and stakeholders to ensure complete and inclusive community engagement.

- Jurisdiction/municipalities within the County

Jurisdiction	District	Rd Miles
Eaton	Town	42.84
Glenmore	Town	60.1
Green Bay	Town	44.95
Holland	Town	55.28
Humboldt	Town	36.66
Lawrence	Town	58.46
Ledgeview	Town	63.39
Morrison	Town	53.54
Denmark	Town	59.88
Pittsfield	Town	56.79
Rockland	Town	42.84
Scott	Town	42.74
Wrightstown	Town	30.37
Allouez	Village	54.65
Ashwaubenon	Village	100.18
Bellevue	Village	74.43
Denmark	Village	14.64
Greenleaf	Village	25.76
Hobart	Village	91.3
Howard	Village	114.48
Pulaski	Village	19.73
Suamico	Village	135.74
Wrightstown	Village	13.82
De Pere	City	111.29
Total miles		1403.86

Additional Stakeholders

- Oneida Nation (received its own SS4A grant so this effort will need to coordinate with this effort)
- City of Green Bay (received its own SS4A grant so this effort will need to coordinate with this effort)
- Hmong, Hispanic and African American Resource Centers
- Other Stakeholders as needed such as Green Bay Metro, Emergency Response and various school districts.

Municipalities and stakeholders will have an opportunity to interact with the project team and identify safety issues that should be reviewed as part of the Action Plan. Stakeholders can expect to participate in 3 to 5 Action Plan engagement meetings:

- Project scoping and planning
- Issue identification
- Draft action plan
- Additional meeting(s) as determined.
- Meetings may be combined if appropriate.

Anticipated Tasks

Task 1 – Project Management, Organization, Guidance and Tracking of Process

- Work with client to develop an overall strategy and work plan, including goals, scope of work, timeline/schedule of tasks and milestones.
- This task includes the day-to-day operations of the contract including timely submission of contract documents (monthly progress reports, budget management, invoices).
- This also includes efforts to coordinate the project with County management and stakeholders. County management shall be updated monthly through email or monthly progress meetings.
- Prepare presentations for the stakeholders to explain and frame key decisions to be made.
- Includes the production of draft and final meeting minutes for all meetings between the consultant, county and municipalities.
- Determine the appropriate level and detail of public outreach that balances stakeholder interest, equity considerations and specific strategies.
- Work with the client to draft and implement a public outreach process that meets the requirements of the SS4A Program and provide valuable feedback to help with prioritization of roadway safety challenge locations.

Task 1 Deliverables:

- Progress reports, invoices and meeting minutes to County management.
- Outreach plan for client approval.
- Presentations of project information to stakeholders.

Task 2 – Data Collection and Analysis

- Collect and organize relevant crash data for the local roads in Brown County. The primary data element of interest is motor vehicle crashes and roadway data. The consultant should expect to leverage whatever local data is available to assist in the development of a comprehensive safety plan.
- Obtain current traffic crash data through WisTransportal System through the Wisconsin Traffic Operations and Safety Laboratory (Community Maps), including but not limited to summary preliminary summary and advanced data in addition to specific accident reports (MV4000). The most recent set of 5-year crash data should be used for analysis.
- Collect roadway data from the Wisconsin Information System for Local Roads (WISLR), internet sources, field reviews or some other manner. Use WisDOT traffic counts to verify ADT accuracy in WISLR. It will be necessary to determine various roadway characteristics in order to realistically determine priorities. Elements such as pavement age, shoulder width, location will determine where countermeasures can be applied. Close coordination with stakeholders will be

required. It is not anticipated significant field data collection will be required. The consultant should conduct a limited field review after proposed counter measures have been identified for specific roadway.

- Obtain roadway plans (as available) from the various municipalities.
- Review any pertinent documents applicable to the transportation system within the municipalities. Review and report possible safety research or application of information which could be valuable to this effort. If there are other local or state documents available, they should be reviewed as part of the plan development.
- Assess the quality and completeness of the available data.
- Develop systemic analysis to identify and categorize the roadway safety challenges.

Task 2 Deliverables:

- Comprehensive categorization and listing by location and municipality.
- Public outreach meeting

Task 3 – Determination of priority focus areas

- Utilize the data collected from Task 2, priorities identified through Task 3 and municipal stakeholder input, identify a smaller group of priority crash location sites and specific locations for more detailed analysis.

Task 3 Deliverables:

- Written methodology for each location.
- Document and develop a list of priority locations, roadway segments and intersection types and justification
- Technical report summarizing the analysis.

Task 4 – Development of specific treatments and projects for priority locations.

- Create an implementation plan for improvements using USDOT Proven Safety Countermeasures for all prioritized locations.
- The recommended projects should include project description, project location, limits and estimate.

Task 4 Deliverables:

- Report or technical memo for the priority locations.
- Public outreach meeting

Task 5 – Completion of SS4A approved action plan for the participating jurisdictions/municipalities.

- Ensure all USDOT required components for safety actions plans eligible for implementation funding are present.

Task 5 Deliverables:

- Final summary report that includes data analysis, process summary and summary of how the completed plan meets USDOT SS4A requirements. A detailed public outreach summary should be included.

Schedule

The final SS4A Action Plan report is due no later than November 30, 2025, with a project close out by December 31, 2025.

Consultant requirements

- Minimum of 5 years of experience conducting traffic or traffic safety investigations, engineering studies and or traffic research as the lead project engineer.
- At least one member of the proposed project team must be a Wisconsin Licensed Civil Engineer.
- Experience in conducting large scale/countywide crash analysis and understanding of the results to develop recommendations (county, region, statewide) that is consistent with the FHWA Systemic Safety Project Selection Tool, in the past 5 years.
- Experience in applying crash countermeasures and distinguishing effectiveness based on FHWA Crash Modification Factors Clearinghouse information and other relevant studies.
- Has conducted and completed a Road Safety Audit (RSA) at a limited number of high risk, crash and/or state, county or local road highlighted locations, as defined by FHWA Road Safety Audit Guidelines.
- Demonstrated ability to investigate, identify, and propose characteristics of fatal and serious injury crashes.
- Demonstrated ability to perform literature reviews, summarize and conduct studies while applying current program guidelines and techniques.
- Demonstrated ability to manage a project with diverse stakeholders and committees.

RFQ Clarifications and Questions

The consultant may ask clarifying questions of the RFQ by submitting them via email to Chris Hardy, PE. Chris.hardy@browncountywi.gov. Questions regarding this RFQ must be submitted no later than January 3, 2025, 12:00 pm CT. Answers to questions requiring clarifications will be posted prior to the deadline.

Selection Process

Consultant firms will be ranked on the submitted Request for Qualifications forms using the attached “Brown County Highway Department Engineering Consultant RFQ Form”. The Highway Department will select qualified firms for the interview process from the qualifications presented in the RFQ.

Interview dates are tentatively scheduled for 12:00 pm CT, January 31, 2025, at the Brown County Highway Department, 2198 Glendale Avenue, Green Bay, WI 54303

Instructions for consultants:

1. Complete the RFQ Portion, **to a maximum of 11 pages**, adhering to these guidelines:
 - a. All electronic files must be in Adobe PDF format. No files other than the RFQ will be considered.
 - b. Submit only ONE RFQ per firm. Firms with multiple locations and/or parent companies may not submit more than one RFQ.
 - c. Additional comments may be added in narrative form after the tables in each question.
 - d. General formatting:
 - i. Do not add colors in the tables or to fonts.
 - ii. Limit font bolding to highlight only the most important words. Do not bold questions.
 - iii. Use the Arial font, sized between 9-12 only. Only table labels should be font size 8.
 - iv. Using bullets within tables is allowed.
 - v. Limited table column size changing is allowed, but expanding tables is not.
 - vi. Deleting unneeded tables from the default form is allowed. Do not delete any questions.
 - vii. Leave at least two blank lines between information and the next question.
 - e. Special instructions for RFQ questions:
 - i. Question 2—be sure to identify time period for availability.
 - f. Do not copy resumes or other external documents into the RFQ form to supply firm qualifications.
 - g. Automatic disqualification will occur if:
 - i. Questions are deleted or changed.
 - ii. The RFQ response is longer than 9 pages.
 - iii. NOI submitted after the specified RFQ deadline listed below.
2. Delete the scope of service narrative and these instructions before submitting the file to the department.
3. The scope of services and the submitted RFQ form will become part of the contract with the awarded consultant. The standard Brown County Professional Services Contract will be used for this work. See attached contract template.
4. For more information, contact:

Chris Hardy, PE
Highway Commissioner
chris.hardy@browncountywi.gov
5. RFQ Deadline: **All RFQ's must be submitted no later than 12:00 pm CT January 17, 2025.**
 - Please send an electronic copy (PDF) of your RFQ documents to chris.hardy@browncountywi.gov and colleen.harris@exp.com
 - Hard copies are an acceptable alternative submission- if you intend to submit a paper hard copy, please provide three (3) copies to Brown County Highway Department, 2198 Glendale Avenue, Green Bay WI 54303 by the RFQ deadline.



Request For Qualifications

Municipality
Brown County Public Works Department
2198 Glendale Avenue
Green Bay, WI 54303

Project ID(s)
TSP-1
SS4A Action Plan

Solicitation Type (Roster or Open)
Brown County Roster

SOLICITATION DATE
December 12, 2024

RFQ DUE DATE
January 17, 2025, 12 pm CT

Firm Name		
Street Address	Area Code - Telephone Number	Area Code - FAX Number
City, State, ZIP Code	Contact Person, E-Mail Address	

Use only the format furnished; changes or deletion of questions or format may disqualify you from consideration. Limit your response to 11 pages.

1. **10 points.** List credentials, qualifications and years experience for the project manager and other key staff you would assign to this project in the following table. If showing more than two individuals, add tables using the format provided. Key subconsultants may be listed. Be sure to clearly identify the subconsultant firm. Note any DBE participation.

KEY STAFF	POSITION/ PROJECT ROLE	YEARS EXPERIENCE	EDUCATION	REGISTRATION (PE, RLS, etc.)
Narrative				

KEY STAFF	POSITION/ PROJECT ROLE	YEARS EXPERIENCE	EDUCATION	REGISTRATION (PE, RLS, etc.)
Narrative				

2. **5 Points.** Workload Capacity and Firm Location - Describe your staff's capacity, availability and their ability to perform the work in a timely manner relative to present workload. Address the firm location and availability of the named key staff members, including competing commitments and the percent of time available for this project. If showing more than four individuals, add rows to the table below. Key subconsultants may be listed. Note any DBE participation.

KEY STAFF		CURRENT COMMITMENTS	CURRENT ESTIMATED AVAILABILITY BY TIME PERIOD
Name		➤	
Firm		➤	
Location		➤	
Name		➤	
Firm		➤	
Location		➤	

3. **25 points.** List consulting teams' performance of similar type projects and complexity. IF showing more than two projects, add tables using the format provided. Key subconsultants may be listed. Be sure to clearly identify the subconsultant firm – no more than two (2) pages.

Project Name	Begin/End Service Dates	Firm's Fees on Project	Reference--Name, Address, Phone, E-mail
DELIVERABLES		KEY STAFF	
➤	➤		
➤	➤		
Narrative			

Project Name	Begin/End Service Dates	Firm's Fees on Project	Reference--Name, Address, Phone, E-mail
DELIVERABLES		KEY STAFF	
➤	➤		
➤	➤		
Narrative			

4. **45 Points.** Project Knowledge –Describe your overall project approach - no more than four (4) pages.

Narrative

5. **15 Points.** Description of data analysis approach - no more than three (3) pages.

Narrative

Betty Marovich

From: Hardy, Chris <Chris.Hardy@browncountywi.gov>
Sent: Monday, December 23, 2024 8:15 AM
To: James Boyd; Carey E. Danen; Tony Fietzer; Scott Thoresen; Eric Rakers; Brad Lange; carrie.zittlow@villageofallouezwi.gov; Sean Gehin; Mary Kardoskee; kteske@ashwaubenon.gov; brickert@ashwaubenon.gov; sSoukup@VillageofBellevueWI.gov; susanspresident@vi.denmark.wi.gov; sherri@vi.denmark.wi.gov; rheidel@hobartwi.gov; lisa@hobartwi.gov; jerry@hobartwi.gov; bmcintyre@villageofhoward.com; chaltom@villageofhoward.com; Denmark Public Works Director Erica (erika@villageofdenmark.com); publicworks@villageofhoward.com; Geoff Farr; villagepres@villageofpulaski.org; villageclerk@villageofpulaski.org; bholewinski@villageofpulaski.org; SVanRossum@SuamicoWI.gov; clerk@SuamicoWI.gov; dpwdirector@SuamicoWI.org; Andy Smits; TCoenen; sbowers@wrightstown.us; Andy Vickman
Subject: FW: Grant Funding Opportunity
Attachments: SS4A_NOI Revised 12112024.pdf; Funding Allocation_Locals.pdf

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.

Hello,

In 2023, Brown County was awarded a Federal Highway (FHWA) grant “Safe Streets and Roads for All” (commonly referred to SS4A). This is a grant to write a Road Safety Plan for roads at the local level (town, village, and city). Similar to the Road Safety Plan prepared for BC Highway back in 2018, this report examines roads, intersections, accident data, curve information, etc and makes recommendations for “low hanging fruit”. For example, signage types, centerline rumble strips, pavement markings, ped crossings, etc, etc. Here’s a link to what that might look like; [Highway Safety Improvement Program \(HSIP\) | FHWA](#). The report is really the kick-off point for garnering FHWA Highway Safety Improvement Program funding opportunity. Without the SS4A, you are not able to apply for HSIP grants.

The grant funding is a 80:20 match program, where FHWA provides 80% and the locals would need to provide 20%. The grant amount awarded is \$200,000 with a local \$50,000 match to attain a total project estimate for \$250,000. BC Highway recently sent out a Request for Proposals from interested firms to prepare this report for all the locals in the County that will participate. In order to participate, each local needs to decide that they want to participate and guarantee to commit to their 20% of the funding. We have pro-rated the local portion based on centerline road miles (since it is a road based plan) and the table of cost breakdown (in event all choose to participate) is provided as well (attached).

Please notify me prior to January 31, 2024 if you are interested and commit to participation in this monumental program. This will be one of the first multi-jurisdictional encompassing local road safety plan to be prepared in the Wisconsin and the nation. The City of Green Bay and the Oneida Nation have each received a SS4A grant of their own and will not be participating in this program. The only potential participants are as identified on the attached (proposed breakdown of contributions).

If you have any questions regarding this proposal and offer, please reach out to me to discuss. For those that decide to not participate, their roads will be removed from consideration of the study and report.

Chris Hardy, P.E.

Highway Commissioner



Brown County Highway Department
2198 Glendale Ave
Green Bay, WI 54303

(920) 662-2170

***** IMPORTANT CONFIDENTIALITY NOTICE ***** This electronic transmission, along with any information attached may contain confidential, proprietary, or privileged information, subject to, among other protections, the Health Insurance Portability & Accountability Act of 1996, codified as 45 C.F.R. Part 160; the Public Health Service Act, codified as 42 C.F.R. Part 2; and the attorney-client/attorney work-product statutory and common law privileges. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained in or attached to this email is strictly prohibited. If you have received this email in error, please immediately notify the sender via return e-mail, then delete the email and any of its attachments, without reading or saving the email.



City of De Pere, Wisconsin

I.15

Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-04 Approving State/Municipal Financial Agreement with WisDOT for I-41-Southbridge Road Interchange.

ATTACHMENTS:
2025_0112 CI_BOPW_SMFA-WisDOT_I41, Reso25-04, 11306877 C De Pere Southbridge Interchange SMFA ORG

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: January 13, 2025

RE: **Consideration and possible action on the State/Municipal Financial Agreement with WisDOT for I-41-Southbridge Road Interchange***

The Wisconsin Department of Transportation (WisDOT) is continuing construction on the I41 and Southbridge (Generations Boulevard) interchange project. The first phase of the project that started in 2024 was early fill placement in the interchange due to very poor subsoils under WisDOT Project ID 1130-68-81.

The next phase will be constructing the pavement and bridge for the interchange later in 2025. This work is being completed under WisDOT Project ID 1130-68-77. The City will have a small cost for this work. The costs are associated with the following

- Architectural surface treatment with stamped concrete in the roundabouts – 20% of cost to City
- Concrete staining on the overpass – 10% of cost to City and 10% of cost to Town of Lawrence
- Minor sanitary sewer and water valve box adjustments – 10% of cost to City

For this work to be completed, the City needs to enter into a State/Municipal Financial Agreement (SMFA) with WisDOT. The estimated cost for the work in the SMFA is \$3,631.

Staff recommends the Board of Public Works approve the agreement and forward to the Council for approval.

Attachments:

- SMFA for WisDOT Project ID 1130-68-77

RESOLUTION #25-04

APPROVING STATE/MUNICIPAL FINANCIAL AGREEMENT
FOR A STATE – LET HIGHWAY PROJECT
(I-41, Southbridge Road Interchange)

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

WHEREAS, the attached State/Municipal Agreement for a State – Let Highway Project (I.D. 1130-68-77/Design 1130-63-01) provides cost distribution for completion of the new I-41/Southbridge interchange, along with three multi-lane roundabouts along the new corridor, a new bridge over I-41 and auxiliary lanes between the new interchange and Scheuring Road to the north, as part of the Brown County Southbridge Connector project; and

WHEREAS, the Board of Public Works has reviewed this Agreement and recommends that the City enter into the State/Municipal Financial Agreement as is attached hereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the City Manager is hereby authorized and directed to enter into the attached State/Municipal Financial Agreement for a State – Let Highway Project.

BE IT FURTHER RESOLVED:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/13/2025



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

Date: January 3, 2025
I.D.: 1130-68-77 (Design 1130-63-01)
Road Name: I-41, Southbridge Rd
Title: Appleton – De Pere
Limits: SBC Interchange
County: Brown
Roadway Length: 0.677 MI

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The I-41 Project corridor, which has four travel lanes, two in each direction – is congested and sees a higher rate of crashes than similarly configured freeways in Wisconsin. By federal standards, the project area has multiple roadway design deficiencies, and much of its pavement and several bridges are nearing the end of their useful lives and must be replaced.

Much of the original pavement in the corridor was built in the 1960s and has reached the end of its useful life, meaning further rehabilitations are no longer cost-effective. The project corridor also has narrow road shoulders, outdated ramp designs, and interchanges spaced too closely to one another – deficiencies that can contribute to safety and operational problems.

Proposed Improvement - Nature of work: The I-41/Southbridge interchange is a new diamond interchange proposed to connect with the future Brown County Southbridge Connector project. WisDOT identified the diamond interchange with roundabouts as the preferred alternative for this location. At the new Southbridge interchange, the roundabout alternative is the safest interchange option, provided the best traffic operations, and has the support of Brown County, Town of Lawrence, and City of De Pere.

Work as part of the 1130-68-77 project will include completion of the new Southbridge interchange. Three multi-lane roundabouts will be installed along the new corridor (I-41 SB ramps, I-41 NB ramps, and French Road). Work will also include a new bridge over I-41 and auxiliary lanes between the new interchange and Scheuring Road to the north.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Architectural surface treatment and staining will be added to the new I-41/Southbridge overpass along with a silhouette attached to the parapet fence. Stamped colored concrete will also be added to the center island of the three remaining roundabouts (I-41 SB, I-41 NB, and French Road). The municipality is responsible for the additional cost of stamping estimated at 10% of the bid item cost. Sanitary manhole and water valve adjustments are also included for matching final roadway grades.

Phase ¹	Total Est. Cost	Federal/State Funds	%	Other Funds	%	Municipal Funds	%
Design Engineering	N/A	N/A	100%	\$0	0%	\$0	0%
Real Estate Acquisition	N/A	N/A	100%	\$0	0%	\$0	0%

Municipal Utility Coordination:	N/A	N/A	100%	\$0	0%	\$0	0%
Construction ²: 1130-68-77							
Category 1000 – Roadway	\$11,780,899	\$11,780,899	100%	\$0	0%	\$0	0%
Category 1100 – Lighting	\$667,473	\$667,473	100%	\$0	0%	\$0	0%
Category 1200 – FTMS / ITS	\$497,320	\$497,320	100%	\$0	0%	\$0	0%
Category 1400 – CSD ³ (Architectural Surface Treatment & Staining)	\$29,431	\$23,545	80% MAX	\$2,943	10% +BAL	\$2,943	10% +BAL
Category 1410 - CSD ³ (Fence Silhouettes)	\$11,500	\$9,200	80% MAX	\$2,300	20% +BAL	\$0	0%
Category 1420 – CSD ³ (Stamping Colored Concrete – Town of Lawrence)	\$12,144	\$11,901	98% MAX	\$243	2% +BAL	\$0	0%
Category 1430 – CSD ³ (Stamping Colored Concrete – City of De Pere)	\$20,148	\$19,745	98% MAX	\$0	0%	\$403	2% +BAL
Category 1600 – 100% City of De Pere Funded	\$15	\$0	0%	\$0	0%	\$15	100%
Category 1610 – 100% Brown County Funded	\$15	\$0	0%	\$15	100%	\$0	0%
Category 1620 – 100% Town of Lawrence Funded	\$15	\$0	0%	\$15	100%	\$0	0%
Category 1700 – Utilities (Town of Lawrence)	\$2,696	\$2,426	90%	\$270	10%	\$0	0%
Category 1710 – Utilities (City of De Pere)	\$2,696	\$2,426	90%	\$0	0%	\$270	10%
Category 1800 – 100% State Funded	\$1,150	\$1,150	100%	\$0	0%	\$0	0%
Category 2000 – B-05-0696 I41/Southbridge	\$2,583,091	\$2,583,091	100%	\$0	0%	\$0	0%
Category 3000 – C-05-0800 I41 over Hemlock Creek	\$230,849	\$230,849	100%	\$0	0%	\$0	0%
Category 6000 – S-05-0423	\$143,750	\$143,750	100%	\$0	0%	\$0	0%
Category 6010 – S-05-0431	\$143,750	\$143,750	100%	\$0	0%	\$0	0%
Category 6020 – S-05-0432	\$143,750	\$143,750	100%	\$0	0%	\$0	0%
Category 6030 – S-05-0433	\$143,750	\$143,750	100%	\$0	0%	\$0	0%
Category 6040 – S-05-0438	\$143,750	\$143,750	100%	\$0	0%	\$0	0%
Category 6050 – S-05-0439	\$143,750	\$143,750	100%	\$0	0%	\$0	0%
Category 6060 – S-05-0440	\$143,750	\$143,750	100%	\$0	0%	\$0	0%
Category 6070 – S-05-0441	\$143,750	\$143,750	100%	\$0	0%	\$0	0%
Category 6080 – S-05-0442	\$143,750	\$143,750	100%	\$0	0%	\$0	0%
Category 6090 – S-05-0443	\$143,750	\$143,750	100%	\$0	0%	\$0	0%
Category 6100 – S-05-0446	\$143,750	\$143,750	100%	\$0	0%	\$0	0%
Subtotal	\$17,420,692	\$17,411,275		\$5,786		\$3,631	
Total Est. Cost Distribution	\$17,420,692	\$17,411,275		\$5,786		\$3,631	

¹. Costs shown are estimates only and may be updated as design progresses

². Estimates include construction engineering, estimated at 15%.

³. Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of \$26,000 for category 1400, \$10,500 for category 1410, \$13,500 for category 1420, and \$22,000 for category 1430.

This request is subject to the terms and conditions that follow (pages [3] – [9]); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and

delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the City of De Pere	
Name	Title
Signature	Date
Signed for and on behalf of the State	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.

- (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
 - (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance with state and federal regulations.
 - (h) Conditioning, if required, and maintenance of detour routes.
 - (i) 20% of cost eligible Community Sensitive Design (CSD) amenities up to the CSD funding limit for the project plus 100% of the cost eligible CSD amenities in excess of the federal funding limit for the project.
 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 8. Basis for local participation:

Design Engineering, Real Estate Acquisition, Utility Coordination:

The State will pay 100% of the cost for design engineering, real estate acquisition, and utility coordination.

Costs for design engineering, real estate acquisition, and utility coordination are shown as not applicable (N/A) in the summary of costs table due to the complexities of isolating individual Let Project costs from the Appleton-Green Bay corridor wide design ID (1130-63-01) and this information is not relevant to the municipal construction cost share.

Construction 1130-68-77:

The Project Agreement will be revised, if necessary, as the project progresses. All costs shown are approximate and subject to final audit. Estimates include construction engineering, estimated at 15%.

Category 1000 – Roadway items

The State will pay 100% of the construction costs under Category 1000 – Roadway Items unless otherwise noted.

Category 1100 – Lighting

The State will pay 100% of the construction costs under Category 1100 – Lighting unless otherwise noted.

Category 1200 – FTMS/ITS

The State will pay 100% of the construction costs under Category 1200 – FTMS/ITS unless otherwise noted.

Category 1400 – CSD (Architectural Surface Treatment & Staining)

CSD amenities are funded with 80% federal funding up to a maximum of \$26,000 when the municipalities agree to provide the remaining 20% and any funds in excess of the CSD category funding limit. The Municipality and town of Lawrence will split the local cost share at 10% each up to the CSD amenities category limit and split any costs in excess of the CSD category limit at 50% each. CSD amenities included in the project are:

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
517.1010.S	Concrete Staining (structure) 01. B-5-696	SF	5,915	\$1.50	\$8,872.50
517.1015.S	Concrete Staining Multi-Color (structure) 01. B-5-696	SF	1,520	\$3.50	\$5,320.00
517.1050.S	Architectural Surface Treatment (structure) 01. B-5-696	SF	1,520	\$7.50	\$11,400.00

1130-68-77 Construction Total: \$25,592.50
15% Construction Engineering: \$3,838.88
 1130-68-77 Project Total **\$29,431.38**

1130-68-77 - Category 1400 CSD amenities category limit = \$32,500

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1410 – CSD (Fence Silhouettes)

CSD amenities are funded with 80% federal funding up to a maximum of \$10,500 when Brown County and the town of Lawrence agree to provide the remaining 20% and any funds in excess of the CSD category funding limit. Brown County and the town of Lawrence will split the local cost share at 10% each up to the CSD amenities category limit and split any costs in excess of the CSD category limit at 50% each. CSD amenities included in the project are:

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
SPV.0060	Fence Silhouette	Each	2	\$5,000.00	\$10,000.00

1130-68-77 Construction Total: \$10,000.00

<u>15% Construction Engineering:</u>	<u>\$1,500.00</u>
1130-68-77 Project Total:	\$11,500.00

1130-68-77 - Category 1410 CSD amenities limit = \$13,125

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1420 – CSD (Stamping Colored Concrete – Town of Lawrence)

CSD amenities are funded with 80% federal funding up to a maximum of \$13,500 when the town of Lawrence agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. CSD amenities included in the project are:

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
405.1000	Stamping Colored Concrete	CY	44	\$240.00	\$10,560.00

1130-68-77 Construction Total:	\$10,560.00
<u>15% Construction Engineering:</u>	<u>\$1,584.00</u>
1130-68-77 Project Total:	\$12,144.00

1130-68-77 – Category 1420 CSD amenities limit = \$13,776

Estimated additional cost to stamp the concrete is 10% of the total Stamping Colored Concrete bid item. Following the CSD cost share above, the actual town of Lawrence responsibility is 2% (10% x 20%) of the bid item. The State will pay 98% of the construction cost up to the federal CSD category funding limit.

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the town of Lawrence of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1430 – CSD (Stamping Colored Concrete – City of De Pere)

CSD amenities are funded with 80% federal funding up to a maximum of \$22,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. CSD amenities included in the project are:

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
405.1000	Stamping Colored Concrete	CY	73	\$240.00	\$17,520.00

1130-68-77 Construction Total:	\$17,520.00
<u>15% Construction Engineering:</u>	<u>\$2,628.00</u>
1130-68-77 Project Total:	\$20,148.00

1130-68-77 – Category 1430 CSD amenities limit = \$22,449

Estimated additional cost to stamp the concrete is 10% of the total Stamping Colored Concrete bid item. Following the CSD cost share above, the actual municipal responsibility is 2% (10% x 20%) of the bid item. The State will pay 98% of the construction cost up to the federal CSD category funding limit.

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments

to CSD funding that may be required to remain in compliance with state statutes.

Category 1600/1610/1620 – 100% City of De Pere/Brown County/Town of Lawrence Funded

In accordance with Local Participation Policy Section 3-25-5 of the State’s Program Management Manual, proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
305.0120	Base Aggregate Dense 1 ¼-Inch	Ton	1	\$13.00	\$13.00

1130-68-77 Construction Total: \$13.00
15% Construction Engineering: \$2.00
1130-68-77 Project Total: **\$15.00**

Category 1700 – Utilities (Town of Lawrence)

Wisconsin State Statute 84.295 (4m) Municipal Utility Relocation; Freeway Construction

(a) The state shall pay 90 percent of the eligible costs of the relocation or replacement of any municipal utility facilities required by the construction of any freeway undertaken by the department. The affected municipal utility shall pay the balance of such costs.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
SPV.0060	Adjusting Sanitary Manhole Covers	Each	2	\$780.00	\$1,564.00
SPV.0060	Adjusting Water Valve Boxes	Each	3	\$260.00	\$780.00

1130-68-77 Construction Total: \$2,344.00
15% Construction Engineering: \$352.00
1130-68-77 Project Total: **\$2,696.00**

Category 1710 – Utilities (City of De Pere)

Wisconsin State Statute 84.295 (4m) Municipal Utility Relocation; Freeway Construction

(a) The state shall pay 90 percent of the eligible costs of the relocation or replacement of any municipal utility facilities required by the construction of any freeway undertaken by the department. The affected municipal utility shall pay the balance of such costs.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
SPV.0060	Adjusting Sanitary Manhole Covers	Each	2	\$780.00	\$1,564.00
SPV.0060	Adjusting Water Valve Boxes	Each	3	\$260.00	\$780.00

1130-68-77 Construction Total: \$2,344.00
15% Construction Engineering: \$352.00
1130-68-77 Project Total: **\$2,696.00**

Category 1800 – State Funded

The State will pay 100% of the construction costs under Category 1800 – State Funded unless otherwise noted.

Category 2000 – B-05-0696 I41/Southbridge

The State will pay 100% of the construction costs under Category 2000 – B-05-0696 I41/Southbridge unless otherwise noted.

Category 3000 – C-05-0800 I41 over Hemlock Creek

The State will pay 100% of the construction costs under Category 3000 – C-05-0800 I41 over Hemlock Creek unless otherwise noted.

Category 6000 – S-05-0423

The State will pay 100% of the construction costs under Category 6000 – S-05-0423 unless otherwise noted.

Category 6010 – S-05-0431

The State will pay 100% of the construction costs under Category 6010 – S-05-0431 unless otherwise noted.

Category 6020 – S-05-0432

The State will pay 100% of the construction costs under Category 6020 – S-05-0432 unless otherwise noted.

Category 6030 – S-05-0433

The State will pay 100% of the construction costs under Category 6030 – S-05-0433 unless otherwise noted.

Category 6040 – S-05-0438

The State will pay 100% of the construction costs under Category 6040 – S-05-0438 unless otherwise noted.

Category 6050 – S-05-0439

The State will pay 100% of the construction costs under Category 6050 – S-05-0439 unless otherwise noted.

Category 6060 – S-05-0440

The State will pay 100% of the construction costs under Category 6060 – S-05-0440 unless otherwise noted.

Category 6070 – S-05-0441

The State will pay 100% of the construction costs under Category 6070 – S-05-0441 unless otherwise noted.

Category 6080 – S-05-0442

The State will pay 100% of the construction costs under Category 6080 – S-05-0442 unless otherwise noted.

Category 6090 – S-05-0443

The State will pay 100% of the construction costs under Category 6090 – S-05-0443 unless otherwise noted.

Category 6100 – S-05-0446

The State will pay 100% of the construction costs under Category 6100 – S-05-0446 unless otherwise noted.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project.

A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



City of De Pere, Wisconsin

I.16

Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-05 Approving Revision #1 to State/Municipal Financial Agreement (STH 32 from Cook Street to Merrill Street).

ATTACHMENTS:
2025_0113 CI_BOPW_SMFA-STH 32, Reso25-05, 40856501_72 C DePere STH32 CookSt-MerrillSt REV#1 SMFA_12162024

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: January 13, 2025

RE: **Consideration and possible action on the State/Municipal Financial Agreement – 1st Revision for STH 32***

The City entered into a State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT) for resurfacing of STH 32 (Broadway Street) from Merrill Street to Cook Street. The SMFA was signed by the City on February 27, 2023, and by WisDOT on March 3, 2023. The City has received a SMFA Revision #1 for this project. Since this section of STH 32 is connecting highway, the City needs to enter into the SMFA which requires the City to fund 25% of the design. The City's estimated cost on the original SMFA was \$19,550 and is increasing to \$42,500 with the Revision #1. The cost has increased due to overall project cost increases. The revised project now includes the construction of sidewalk on the east side of STH 32 from Bomier Street to Cook Street. SMFA Revision #1 has been attached with the changes from the original SMFA highlighted.

Staff recommends the Board of Public Works approve the agreement and forward to the Council for approval.

Attachments:

- SMFA Revision #1 for WisDOT STH 32 Project ID 4085-65-01/23/72

RESOLUTION #25-05

APPROVING REVISION #1 TO THE STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE – LET HIGHWAY PROJECT
(STH 32 – Broadway Street from Cook Street – Merrill Street)

WHEREAS, pursuant to Wis. Stats. § 86.25(1), (2) and (3), the City and the Wisconsin Department of Transportation (WisDOT) are parties to a State/Municipal Financial Agreement for a State – Let Highway Project, authorized by Resolution #23-19, for cost distribution for pavement replacement and resurface level roadway improvements to STH 32 (Broadway Street Street) from Cook Street to Merrill Street; and

WHEREAS, an increase in design costs has adjusted the anticipated construction costs, requiring a revised Agreement reallocating the total cost distribution for this street improvement project; and

WHEREAS, the attached State/Municipal Financial Agreement Revision 1 incorporates the revised scope of work and supersedes the Agreement authorized by Resolution #23-19; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached Revision #1 to the State/Municipal Financial Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to enter into the attached Revision #1 State/Municipal Financial Agreement for a State-Let Highway Project (Project ID 4085-65-01/23/72), subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/13/2025



1st Revision

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

This agreement supersedes the agreement signed by the Municipality on 2/27/2023 and signed by the State on 03/03/2023.

Revision #1 Date: December 16, 2024

Original Date: January 6, 2023

I.D.: 4085-65-01/23/72

Road Name: State Highway 32

Title: Broadway Street, C of De Pere

Limits: Cook Street – Merrill Street

County: Brown

Roadway Length: 0.4 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is a connecting highway.

Broadway Street, for most of the length of the project, is a 4-lane divided highway consisting of 2, 12-foot lanes in each direction. Between Cook Street and Bomier Street, is a rural section; curb and gutter and sidewalk are located along the project limits between Bomier Street and Merrill Street.

Proposed Improvement - Nature of work: It is anticipated the proposed improvements will consist of a resurface level improvement project. The project will begin at the connecting highway limits north of Cook Street and will extend to the asphalt/concrete joint located south of the Merrill Street intersection.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The non-participating work will be determined as this project continues through the design process; it is anticipated the municipality will be responsible for any sanitary or water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
4085-65-01 Preliminary Engineering: Plan Development	\$ 170,000	\$ 127,500	75%	\$ 42,500	25%
4085-65-23 Real Estate Acquisition: Acquisition	\$ 6,000	\$ 6,000	100%	\$ -	0%
4085-65-72 ¹ Construction: Roadway (cat 0010)	\$ 819,000	\$ 819,000	100%	\$ -	0%
subtotal 4085-65-72	\$ 819,000	\$ 819,000		\$ -	

Total Cost Distribution \$ **995,000** \$ **952,500** \$ **42,500**

1. Estimates include construction engineering.

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

Signed for and in behalf of the city of De Pere	
Name	Title
Signature	Date
Signed for and in behalf of the State	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

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

- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 - 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 - 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 - 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - 8. Basis for local participation:
 - (a) **Project ID 4085-65-01, Preliminary Engineering:** The Municipality will be responsible for 25% of the design for the anticipated resurface level improvement project. Any additional work per the request of the Municipality will be funded by the Municipality.
 - (b) **Project ID 4085-65-23, Real Estate:** The State will be 100% responsible for all costs associated with the real estate acquisition of the temporary resolution at Wells Park, a 4f property. The City of De Pere will waive compensation, as the current owner of the parcel, and the State will complete the donation paperwork for the city of De Pere.

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

CITY OF DE PERE

MEMO



Meeting Date: 1/21/2025
Department: Health
From: Chrystal Woller BSN, RN, MBA, Health Director

Re: Recommendation from the Finance/Personnel Committee to approve WI DPH Consolidated Contract #65397 in the amount of \$18,513

The De Pere Health Department has received notification of the department's annual consolidated contract award from the WI Department of Health Services in the amount of \$18,513. This contract includes funding for three programs: Maternal Child Health, Childhood Lead, and Immunization. The budget period for this award is January 1, 2025-December 31, 2025. Passed Finance/Personnel Committee unanimously on 1/14/2025.

RESOLUTION #25-06

APPROVING GRANT AGREEMENT FOR DIVISION OF PUBLIC HEALTH
DPH LPHD CONSOLIDATED CONTRACT #65397

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services desire to enter into the attached 2025 Division of Public Health (DPH) Local Public Health Department (LPHD) Consolidated Contract #65397 to facilitate Childhood Lead, Immunization and Maternal Child Health programs; and

WHEREAS, acceptance of DPH grant funding in the amount of \$18,513 requires the approval and execution of the attached Grant Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Grant Agreement between the State of Wisconsin Department of Health Services and De Pere DPH for 2025 DPH LPHD Consolidated Contract (#65397) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/14/2025

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

Agreement Number: **435100-G25-DPHCC25-17**

Bureau of Procurement and Contracting (BPC) Review:

- ☐ This agreement requires **Standard** OLC review.
- ☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- ☐ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- ☐ This agreement uses intergovernmental cooperative purchasing.

Description:

NA

Office of Legal Counsel (OLC) Review and Approval:

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

Signed by:

Amanda Ross

Name: Amanda Ross

Title: Paralegal

12/5/2024

Date Signed

Revision: 10/16/2024(previous versions obsolete)



GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Depere DPH
for
2025 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G25-DPHCC25-17

DPH Contract No.: 65397

Agreement Amount: \$18,513

Agreement Term Period: 10/1/2024 to 9/30/2026

GEARS Pre-Packet No: 27411

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Chrystal Woller

Grantee Email: cwoller@deperewi.gov

Grantee Unique Entity Identifier (UEI) Name:

Grantee Unique Entity Identifier (UEI) Number:

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

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Name: Chrystal Woller

Title: Health Officer/Health Department Director

Signature: _____

Date: _____

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1. DEFINITIONS

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

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

Assistance Listings: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, (GSA) at SAM.gov, pursuant to 2 C.F.R. § 200.1.

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

- (i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.
- (ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.
- (iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

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

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

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

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

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

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

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

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

2. ORDER OF PRECEDENCE

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

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

3. PARTIES

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

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.
- B. The Grantee is: Depere Dph
The Grantee's principal business address is: 335 S BROADWAY, DE PERE, WI, 541152526

4. PURPOSE AND SCOPE

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

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

4.1 List of Exhibits

- Exhibit I: Contract Agreement Addendum – Program Quality Criteria
- Exhibit II: Contract Agreement Addendum – Program Objectives
- Exhibit III: Boundary Statements for all 2025 DPH Consolidated Contract Funding
- Exhibit IV: Maternal Child Health Program Parameters
- Exhibit V: Maternal Child Health Budget

5. CONTACT INFORMATION

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

Grantee Grant Administrator
Grant Administrator Name: **Ms Chrystal Woller**
Email: **cwoller@deperewi.gov**

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

6. PAYMENT FOR GRANT AWARD

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

7. REPORTING

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

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

9. AFFIRMATIVE ACTION

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

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

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

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

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

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

10. CIVIL RIGHTS COMPLIANCE

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

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

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

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

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

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

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

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

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

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

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

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

physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 18 (Audits) of this Agreement.

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

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

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

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

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

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

This Section shall survive the termination of the Agreement.

12. HIGH-RISK IT REVIEW

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

13. SUBGRANT or SUBCONTRACT

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

14. GENERAL PROVISIONS

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

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319
- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

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

16. CHANGES IN ACCOUNTING PERIOD

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

17. PROPERTY MANAGEMENT REQUIREMENTS

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

18. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.

- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.4 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding*: DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
 3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
 4. Report on compliance for each major program and a report on internal control over compliance.
 5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
 6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
 7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
 8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
 9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
- *NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.
- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

- I. *Failure to Comply with the Audit Requirements:* DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 1. The auditee did not have an audit.
 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions:* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;
 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits:* An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.
 The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.
 DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other

related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.

- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

20. RECORDS

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

21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
 - 1. Increased or decreased volume of services.
 - 2. Changes required by state and federal law or regulations or court action.
 - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
 The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
 Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
 Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
 In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for

but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

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

22. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

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

- A. **Informal Review:** DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.
- B. **Division Administrator's Review:** If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date

of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.

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

24. FINAL REPORT DATE

- A. The due date of the final fiscal reports shall be 45 days after the funding ends per the appropriate profile. Expenses incurred during the profile performance period but reported later than 45 days after the funding ends per the appropriate profile will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur. Please reference the GEARS information box for specified profile performance period end dates.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

25. INDEMNITY

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

26. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

27. GOVERNING LAW

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

28. SEVERABILITY

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

29. ASSIGNMENT

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

30. ANTI-LOBBYING ACT

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

The Grantee shall use Standard Form LLL (SFLLL) for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities>. A completed disclosure must be provided upon Department request.

31. DEBARMENT OR SUSPENSION

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

32. DRUG FREE WORKPLACE

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

33. MULTIPLE ORIGINALS

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

34. CAPTIONS

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

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

A. Match Requirements:

Local MCH/CYSHCN Match

Federal Maternal and Child Health regulations require the state to provide 75% match. Contracts must include match as indicated below:

- Local organizations are required to provide local match in an amount not less than 75% of the requested grant funds. Tribal agencies, federally designated community health centers and migrant health centers are exempt from this requirement.
- Local match is funding, resources, contributions, provided by the local agency, to further the objectives of the MCH Program, outside of the MCH grant funds.
- Program costs, including match is generally considered eligible if it is budgeted for, complies with Federal regulations, and if it is not charged against any other grant. Match may consist of cash match and in-kind donations. An organization may not claim as match any costs used to match any other federal grant, award, or contract. No federal dollars may be used for match of this grant except Title XIX and Title XX reimbursements received by the organization for services when such are used to further the objectives of the MCH Program.

- An organization may count as match any local expense which meets the qualifications outlined above and which contributes to the project. For example, the local share of staff costs related to the project, and the value of supplies purchased with local funds and used in the project, may be used as match.
- An organization may also use as match any local share which meets the qualifications outlined above and which consists of effort on the organization's part to pursue the objectives of the MCH Program. For example, if an organization receives funds for a child health program, it may count as match not only the local effort which is directly related to the child health program, but local effort devoted to any other relevant maternal and child health activity.

Grantees will comply with year-end program reporting requirements set by the State of Wisconsin MCH/CYSHCN Program including documentation of 75% local match (\$0.75 local contribution for every \$1.00 federal), including program income. Grantees report through the GEARS system on the DHS/DES F-00642 Grant Enrollment, Application and Reporting System (GEARS) Expenditure Report form. In the current net expense column, use profile 193002 for reporting MCH match and profile 193001 for reporting CYSHCN match. The original DHS/DES F-00642 form is e-mailed to GEARS (dhs600rcars@wi.gov) with a copy to the State MCH/CYSHCN Contract Administrator/Negotiator.

Reference: Public Health Service (PHS) Grants Policy Statement, U.S. DHHS, 1/1,2007

36. NULL AND VOID

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

37. FUNDING CONTROLS

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

38. FEDERAL AWARD INFORMATION

DHS Profile Number	155020	159320
FAIN	NH23IP92261	B0452962
Federal Award Date	6/17/2024	5/21/2024
Subaward period of Performance Start Date	1/1/2025	1/1/2025
Subaward period of Performance End Date	12/31/2025	12/31/2025
Amount of Federal Funds obligated in the subaward	\$8,939	\$7,413
Total Amount of Federal Funds obligated	\$8,939	\$7,413
Federal Award Project Description	Immunization Cooperative Agreements	Maternal and Child Health Services
Federal Awarding Agency Name (Department)	Department of Health and Human Services	DHHS
DHS Awarding Official Name	Debra K. Standridge	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622
Assistance Listings Number	93.268	93.994
Assistance Listings Name	Immunization Cooperative Agreements	Maternal and Child Health Services Block Grant to the States
Total made available under each Federal award at the time of disbursement	\$161,983,317	\$8,347,666
R&D?	No	No
Indirect Cost Rate	7.5%	7.5%

DHS Profile Number	159320
FAIN	B0452962
Federal Award Date	5/21/2024
Sub-award period of Performance Start Date	1/1/2025
Sub-award period of Performance End Date	12/31/2025
Amount of Federal Funds obligated in the subaward	\$7,413
Total Amount of Federal Funds obligated	\$7,413
Federal Award Project Description	Maternal and Child Health Services
Federal Awarding Agency Name (Department)	DHHS
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listings Number	93.994
Assistance Listings Name	Maternal and Child Health Services Block Grant to the States
Total made available under each Federal award at the time of disbursement	\$8,347,666
R&D?	No
Indirect Cost Rate	7.5%

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

GEARS Contract year: 2025

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
155020	CONS CONTRACTS IMM		-	\$8,939	\$8,939	N/A
157720	CONS CONTRACTS CHHD LD		-	\$2,161	\$2,161	6-month
159320	CONS CONTRACTS MCH		-	\$7,413	\$7,413	N/A
					\$18,513	

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Template Revision: 10/01/2024 (previous templates no longer usable)

Contract Agreement Addendum: Exhibit I

Program Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract.

This Exhibit contains only applicable quality criteria for this contract.

Contract Agreement Addendum: Exhibit I

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

Program: Childhood Lead Consolidated

Program Quality Criteria

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
 - A) Contractee must assess local blood lead surveillance data for lead poisoning prevalence and risk factors.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.
 - A) Contractees must provide services that support the elimination of childhood lead poisoning and the early detection and treatment of children with lead poisoning including compliance with:
 - (1) WI Statute and Administrative Rules:
 - WI Stat 254 (Environmental Health, <http://docs.legis.wi.gov/statutes/statutes/254.pdf>),
 - WI Admin Rule 181 (Reporting of Blood Lead Test Results, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf), and
 - WI Admin Rule 163 (Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf) and
 - (2) Practice standards presented in:
 - CDC's Blood Lead Reference Value and Recommended Actions (Oct 2021) <https://www.cdc.gov/nceh/lead/data/blood-lead-reference-value.htm>
 - Low Level Lead Exposure Harms Children: A Renewed Call for Primary Prevention* (https://www.cdc.gov/nceh/lead/docs/final_document_030712.pdf, CDC, January 4, 2012),
 - Wisconsin Childhood Lead Poisoning Prevention and Control Handbook (<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Handbook tab; rev. 2014), and
 - U.S. Dept of Housing and Urban Development, Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. (2012 Edition; https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines).
 - B) Contractees must assure the availability and accessibility of blood lead tests for children under age 6, as referenced in the boundary statement.
 - C) Contractees must provide a nurse home visit and environmental investigation within two weeks of the referral date for children with an elevated blood lead level. A note must be added to the patient and/or address record in the Healthy Homes and Lead Poisoning Surveillance System (HHL PSS) regarding any delay. For instructions, use HHL PSS Job Aids 3.13: Patient Notes and 4.2: Entering Property Notes (<https://www.dhs.wisconsin.gov/lead/hhlps-job-aids.htm>).
 - D) Contractees must not discriminate on the basis of the child or guardian's race, ethnicity, religion, sex, gender identity and expression, sexual orientation, primary language, disability, marital status or national origin in any of its activities related to this contract.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
 - A) Contractee must have a system for maintaining records to track follow-up of children with blood lead levels ≥ 3.5 $\mu\text{g/dL}$ and all properties associated with elevated blood lead levels, including the findings and outcomes of interventions and environmental investigations.
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.

Contract Agreement Addendum: Exhibit I**Contract #:** 65397**Agency:** De Pere Department of Public Health**Contract Year:** 2025

- A) Contractee must provide information within the community about lead hazards, lead hazard reduction methods, primary prevention of lead poisoning, and blood lead testing, as referenced in the boundary statement.
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.
 - A) Contractee must build partnerships with local health care providers and agencies involved in health, social services, housing, and childcare to incorporate lead hazard awareness into their activities with, or services to, families at risk for lead exposure.
 - B) Contractee must provide information, consultation and technical assistance to health care providers or other programs to assure that treatment of children with lead poisoning is efficient and effective, and to assure that lead-safe environments are available to children with lead poisoning.
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.
 - A) Contractee must assess the need for, and provide timely and appropriate referrals for, supportive services to families of lead poisoned children.
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.
 - A) Contractee must assure that local childhood lead poisoning prevention program staff has access to, are knowledgeable of and in compliance with the state statutes and administrative rules and practice standards listed in Number 2. Delivery of Public Health Services.
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided.
 - A) Contractee must pursue third party payment and/or other funding sources for service provision to children who are eligible for third party payment. This includes billing Medicaid fee-for-service or the appropriate managed care organization for blood lead testing of Medicaid-enrolled children. This also includes billing Medicaid for nurse home visits and environmental investigations for children with blood lead levels $\geq 5 \mu\text{g/dL}$.
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.
 - A) Contractee must regularly collect and analyze local data to determine the adequacy of blood lead testing for children, timely follow-up of lead poisoned children, timely completion of environmental investigations and lead hazard reduction work, and community lead poisoning prevention education.
 - B) Contractee must complete the following nursing and environmental reports. Template forms can be found at <https://dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Forms and Templates tab. When you click on a template, if a window appears asking you to log in, click on the  in the right-hand corner to go to the document.
 - Nursing Case Management Report (F-44771A)
 - Nursing Case Closure Report (F-44771B)
 - Property Investigation Report (F-44771C)
 - Property Investigation Closure Report (F-44771D)
 - Risk Assessment Report (template)
 - Work Specification Language for Lead Hazard Reduction (list of work spec options)

Contract Agreement Addendum: Exhibit I

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

-Work Orders Letter (template)

-Scope of Work (template)

-Clearance Report (template)

C) Contractee must promptly attach the completed forms and documents above to the pertinent patient or address record in HHL PSS. For instructions use HHL PSS Job Aids 3.14: Patient Attachments and 4.3: Adding Attachments (<https://www.dhs.wisconsin.gov/lead/hhlps-job-aids.htm>).

Contract Agreement Addendum: Exhibit I**Contract #:** 65397**Agency:** De Pere Department of Public Health**Contract Year:** 2025**Program:** Immunization

Program Quality Criteria

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
 - A) Contractees must assure reported vaccine preventable diseases (VPD) are investigated and controlled as detailed in the most current edition of the Wisconsin Disease Surveillance Manual (EPINET) and/or written disease-specific guidance from DPH (e.g. Pertussis Guidelines). Local health departments (LHDs) should maintain regular contact with local required reporters of VPDs to encourage and assure prompt reporting. Contractees should solicit the help of the Wisconsin Immunization Program when needed to help assure that an adequate system is in place to report and investigate VPD. This includes the follow-up of infants born to HBsAg-positive women. The LHD where the woman resides is responsible for follow-up activities.
 - B) Contractees must annually and formally evaluate immunization delivery and the use of vaccine preventable disease surveillance systems and improve the use of those systems [e.g., the Wisconsin Electronic Disease Surveillance System (WEDSS)] in their jurisdictions, where needed.
 - C) Contractees must work in collaboration with the Wisconsin Immunization Program to increase the use of existing electronic data collection systems for vaccine record keeping and vaccine preventable disease data systems.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.
 - A) Contractees must assure the delivery of immunization services in a safe, effective and efficient manner, as detailed in the Wisconsin Immunization Program Policy and Procedure Manual and in Chapter 252, Wis. Statutes and Chapter DHS 145, Wis. Admin. Code. Contractees must assure the immunization of children is consistent with Healthy People 2020 goals.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
 - A) Contractees must use the Wisconsin Immunization Registry (WIR) or an electronic immunization population-based data system that links with the WIR. The data system must have a tracking and recall function to identify children whose immunization records are behind schedule according to the ACIP recommendations. Tracking and recall shall be conducted at least every other month as required by the Wisconsin Immunization Policy and Procedure Manual.
 - B) Contractees immunization practice must assure the immunization of children and share children's immunization records with parents or guardians, schools and childcare centers and other healthcare providers as provided by the Wisconsin School Immunization Law (Chapter 252, Wis. Statutes; Chapters DHS 144 and 145, Wis. Admin. Code).
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.
 - A) Contractees must engage in community partnerships to identify and address the needs of high-risk populations, reduce racial and ethnic health disparities and to educate families and the community on the importance of immunizations.
 - B) Contractees should engage in improving health literacy for the public and for the healthcare personnel working with immunizations to better understand, evaluate, and communicate immunization information.
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-

Contract Agreement Addendum: Exhibit I**Contract #:** 65397**Agency:** De Pere Department of Public Health**Contract Year:** 2025

effective manner across programs and throughout the community.

- A) Contractees must coordinate public and private immunization services with local child healthcare (service) providers [e.g., Women, Infants, and Children (WIC) projects; Medical Assistance programs; and other local public health programs] to assess the immunization status of, refer, and provide immunization services to under-immunized children.
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.
 - A) Contractees must develop relationships among public and private healthcare providers to facilitate access by children and families to immunization services. Contractees should work with these providers to assure that current immunization guidelines are followed.
 - B) The LHD should promote the medical home concept by referring vaccine recipients to their medical home provider for subsequent immunizations and coordinate with this medical provider to assure adherence to the recommended immunization schedule.
 - C) LHDs should promote the exchange and sharing of immunization data using immunization registries.
 - D) The LHD will assure adequate surveillance, prompt reporting and epidemiologic follow-up of vaccine preventable diseases. When prompt reporting of a vaccine preventable disease does not occur, the LPHD will formally address the issue with the reporting agency to assure that reports are made according to the latest EPINet Manual.
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.
 - A) Contractees will ensure program staff is competent in current immunization program policy and processes, including that provided through the Centers for Disease Control and Prevention (CDC) distance learning course and CDC updates.
 - B) The LHD will follow the Immunization Policy and Procedure Manual developed and distributed by the Wisconsin Immunization Program, unless otherwise agreed upon, as well as immunization policy memos periodically issued by the Program. The LHD must have written policies on the proper handling and storage of state-supplied vaccines as required by the Vaccines for Children (VFC) Program. These policies must be reviewed with all immunization program-related staff on at least an annual basis.
 - C) Contractees will require at least one staff member to view the perinatal hepatitis B training webinar.
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided.
 - A) Billing for payment of childhood immunization services is not required under this section.
 - B) LHDs must assure that parents of children who are on Medical Assistance will not be charged a vaccine administration fee or be requested to make a donation for vaccine or vaccine-related services. Administration fees cannot be mandatory, and clients must be informed that failure to pay the administration fee or make a donation does not preclude them from receiving state-supplied vaccine. This information must be added to immunization advertising materials used by the LHD for state-supplied vaccines. The message must be given to the client in a way and in a language the client understands.
 - C) Grantees must screen for insurance eligibility in accordance with current DPH guidelines for state-supplied vaccines.
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Contract Agreement Addendum: Exhibit I

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

- A) Contractees must collect and analyze agency and available private provider immunization data for children 12-35 months of age, school immunization law reports and other available population-based information needed to identify strengths and weaknesses in local delivery systems and plan improvements. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis.
- B) LHDs will utilize the WIR for immunization-level data analysis.
- C) LHDs and Tribes will assure staff competence with the WIR system. LHD and Tribal health staff must attend at least one Regional WIR User Group Meetings. Attendance at these meetings is necessary for staff to maintain a thorough working knowledge of the functionality of the WIR.

Contract Agreement Addendum: Exhibit II

Program Objectives

(A) Contract Funds, Program/Objective Values, and Other Contract Details

(B) Objective Details

Contract Year: 2025

Contract Source of Funds		
Source	Program	Amount
De Pere	Childhood Lead - Consolidated	\$2,161
De Pere	Immunization - Consolidated IAP	\$8,939
De Pere	Maternal Child Health - Consolidated	\$7,413
Contract Amount		\$18,513

Contract Match Requirements	
Program	Amount
Childhood Lead - Con	\$0
Immunization	\$0
MCH	\$5,560

Program Sub-Contracts		
Program	Sub-Contractee	Sub-Contract Amount
Childhood Lead - Con	None Reported	\$0
Immunization	None Reported	\$0
MCH	None Reported	\$0

Contract Agreement Addendum: Exhibit II(A)

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

Childhood Lead - Con		Program Total Value \$2,161	
1	Objective 1: Blood Lead Testing: By December 31, 2025, De Pere Health Department will increase the percentage of blood lead testing for 1- and 2-year-olds.		\$2,161
Immunization		Program Total Value \$8,939	
1	Objective 1: Immunization By December 31, 2025, 82% children residing in the De Pere Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday.		\$8,939
MCH		Program Total Value \$7,413	
1	Objective 8: Social Connections By December 31, 2025, the agency, in collaboration with community partners, will implement and evaluate strategy two to improve social connections in their community.		\$7,413
		Total of Contract Objective Values	\$0
		Total of Contract Statement Of Work Values	\$18,513

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65397
Program: Childhood Lead Consolidated

Agency: De Pere Department of Public Health
Objective #: 1 of 1

Contract Year: 2025
Objective Value: \$2,161

Objective: Primary Details

Objective Statement

Objective 1: Blood Lead Testing:
By December 31, 2025, De Pere Health Department will increase the percentage of blood lead testing for 1- and 2-year-olds.

Deliverable Due Date: 01/31/2026

Contract Deliverable (Evidence)

- A report to document each of the following measures:
- 1. The percent of one-year olds tested in the De Pere Health Department jurisdiction.
 - 2. The percent of two-year-olds tested in the De Pere Health Department jurisdiction.
 - 3. The percent of one- and two-year-olds tested in the De Pere Health Department jurisdiction.
 - 4. The number of children with a capillary blood lead level greater than or equal to 3.5 micrograms per deciliter and the number who received a confirmation test within 90 days after the capillary test.
 - 5. The number of children with a confirmed blood lead level greater than or equal to 3.5 micrograms per deciliter.
 - 6. Activities the local health department provided to increase testing.

This report should be emailed [send secure] to the Childhood Lead Poisoning Prevention Program
DHSLeadPoisoningPrevention@wi.gov by February 1, 2026.

Programs Providing Funds for this Objective

Childhood Lead Consolidated: \$2,161

Agency Funds for this Objective:

Data Source for Measurement

An Agency-generated report.

Baseline for Measurement

Baseline will be determined at the end of 2024.
This baseline must be included for perspective on future objectives being proposed.

Context

There is no designated value range for this objective. This objective is intended to assure that the local health department is promoting the updated Wisconsin Blood Lead Testing Recommendations.

Context Continued

Input Activities

- Baseline will be established as this is the first year the health department is choosing this objective due to the universal screening recommendations as of 1/2024.
- Contact providers in the De Pere Health Department jurisdiction and provide universal testing campaign materials.
- Outreach to families with children under age 3 to get their child tested for lead through local childcare centers.

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65397	Agency: De Pere Department of Public Health	Contract Year: 2025
Program: Childhood Lead Consolidated	Objective #: 1 of 1	Objective Value: \$2,161

Conditions of Eligibility for an Incentive

Contract Agreement Addendum: Exhibit II(B)**Contract #:** 65397**Agency:** De Pere Department of Public Health**Contract Year:** 2025**Program:** Immunization**Objective #:** 1 of 1**Objective Value:** \$8,939**Objective: Primary Details****Objective Statement**

Objective 1: Immunization

By December 31, 2025, 82% children residing in the De Pere Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday.

Deliverable Due Date: 01/31/2026**Contract Deliverable (Evidence)**

1. A Wisconsin Immunization Registry (WIR)-generated population-based standard benchmark report, documenting the number of children in the De Pere Health Department jurisdiction who turned 24 months of age in 2025 contract year. The end-of-year report should be run with a 30-day buffer to ensure that all updated data have been received by the WIR. With the end-of-year report, include a summary of the accountability targets and the progress achieved, including the activities and interventions conducted. Include any barriers that may have been identified. A template to be used has been provided by the program.

Criteria for the Mid-Year Report (optional):

Birthdate Range: 01/01/2023- 06/30/2023

Evaluation date: 07/01/2025

Run date: 07/01/2025

Criteria for the 2025 End-of-Year Report:

Birthdate Range: 01/01/2023- 12/31/2023

Evaluation date: 01/01/2026

Run date: 02/01/2026

2. An estimated itemized budget must be submitted during the negotiation phase of the contracting process. A template to be used for this budget is provided by the Immunization Program.

Programs Providing Funds for this Objective

Immunization: \$8,939

Agency Funds for this Objective:**Data Source for Measurement**

Wisconsin Immunization Registry Records.

Baseline for Measurement

The 2023 end-of-year population-based standard benchmark report will be used to determine the baseline for the 2025 population-based objective.

WIR baseline benchmark report-79% Add 3% per formula. 2025 EOY Goal=82%

For the baseline measurement, the following parameters will be used to run the benchmark report:

Birthdate Range: 01/01/2021 - 12/31/2021

Evaluation Date: 01/01/2024

Run Date: After: 01/01/2024

Context

Children will be assessed using the standard benchmark report for having 4 DTaP, 3 Polio, 1 MMR, 3 Hib 3 Hepatitis B, 1 varicella and 4 Pneumococcal Conjugate (PCV) vaccination by 24 months of age. Progress towards reaching 80% will be measured using a WIR Benchmark report. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction, you cannot remove him/her from your cohort.

Guidelines for determining increase needed for progress towards 2025 goals, using the 2023 end-of-year coverage rate as the baseline (see Section E).

Required Increase:

Greater or equal to 59% - 5% Above Baseline

60-69% - 4% Above Baseline

Contract Agreement Addendum: Exhibit II(B)**Contract #:** 65397**Agency:** De Pere Department of Public Health**Contract Year:** 2025**Program:** Immunization**Objective #:** 1 of 1**Objective Value:** \$8,939

70-79% - 3% Above Baseline
 80-85% - 2% Above Baseline
 86-89% - 1% Above Baseline
 Greater or equal to 90 - Maintain

A list of accountability targets, or activities that will be conducted to achieve the objective goal, MUST be provided by or at the time of contract negotiation. Agencies should consult the Addendum of the Immunization Program Boundary Statement or their regional Immunization Program advisor for assistance in determining activities and interventions that will help them achieve the required increase for their population assessment.

Context Continued**Input Activities**

The Wisconsin Immunization Program recommends the following activities to help ensure success of this objective and De Pere Health Department staff will implement the following targeted strategies:

- Contacting parents of infants without immunization histories
- Tracking
- Coordination of immunization services with other LHD and tribal programs
- Sharing information with area physicians
- Requesting that information is entered into the WIR.
- Reminder/recall
- Working with schools and daycare centers to promote immunization among attendees

The Wisconsin Immunization Program requires a minimum of 3 attempts to personally contact a responsible party.

Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction you cannot remove him/her from your cohort.

Reminder/recall activity is not listed in a particular order, and we suggest you use the method that is the most successful for your community:

- Letter
- Phone call
- Home visit
- Email
- Text message

In addition, funds may be utilized to enhance influenza vaccination coverage rates. Example activities include but are not limited to:

- Staff time
- Vaccine storage supplies
- Influenza clinic planning
- Partner outreach to populations of low coverage rates

Activities that are not allowed:

- Case follow up and contact tracing should not be included in these activities.
- Funds cannot be used to purchase vaccines.
- COVID-19 and Mpox activities are not included currently.

Additional interventions/activities are in an addendum to the Immunization Program Boundary Statement. These are suggested interventions/activities that LHDs are strongly to consider in order to achieve this objective.

Objective: Risk Profile**Percent of Objective Accomplished**

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

Program: Immunization

Objective #: 1 of 1

Objective Value: \$8,939

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

Conditions of Eligibility for an Incentive

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65397
Program: Maternal and Child Health Block Grant

Agency: De Pere Department of Public Health
Objective #: 1 of 1

Contract Year: 2025
Objective Value: \$7,413

Objective: Primary Details

Objective Statement

Objective 8: Social Connections
By December 31, 2025, the agency, in collaboration with community partners, will implement and evaluate strategy two to improve social connections in their community.

Deliverable Due Date: 01/31/2026

Contract Deliverable (Evidence)

Submit data quarterly using the Title V reporting survey to document activity progress, successes, barriers, and outcomes.

Programs Providing Funds for this Objective

Maternal and Child Health Block Grant: \$7,413

Agency Funds for this Objective:

Data Source for Measurement

Quarterly Alchemer reports and learning community attendee list.

Baseline for Measurement

Baseline information as identified in the 2025 MCH Objectives Supplement.

Context

This work will address the Title V State Performance Measure for Social Connections: Percent of Wisconsin adults who report that they *usually* or *always* get the social and emotional support that they need.
Title V State Performance Measure for Representative Participation: Percent of performance measures with family, youth, and community engagement embedded into programs and policies.

Context Continued

Input Activities

Implement and evaluate the selected strategy as outlined below with activity details that your agency identified in the 2025 Maternal Child Health (MCH) Objectives Supplement.

Strategy 2: Implementation of action plan and practice change.

Core Activities:

- Implement action plan and practice change.
- Conduct outreach, recruit, and support sustained partnerships.
- Enhance community engagement to inform, develop, and implement social connections and activities.
- Collaborate with community partners to promote social connections throughout the community.
- Participate in all Learning Community Calls to support progress on the Title V State Performance Measure related to Social Connections.
- Attend 2025 MCH Summit (virtually).

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Contract Agreement Addendum: Exhibit II(B)

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

Program: Maternal and Child Health Block Grant

Objective #: 1 of 1

Objective Value: \$7,413

Definition of Percent Accomplished

Conditions of Eligibility for an Incentive

Boundary Statements for 2025 DPH Consolidated Contract Funding

Note: This attachment includes Boundary Statements for funding associated with the DPH 2025 Consolidated Contract. Individual agencies may not receive all funding.

2025 Program Boundary Statement Wisconsin Immunization Program

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local health department (LHD), tribe or agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility.

However, if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement. LHDs, tribes and agencies are encouraged to leverage resources across categorical funding to achieve common program goals. The Wisconsin Immunization Program aligns well with the boundaries of the Women, Infants, and Children (WIC) and Maternal and Child Health (MCH) programs.

Program Boundary Statement:

The LHD's immunization program is expected to administer vaccines primarily to children from birth through 18 years of age. The LHD will assure the development and maintenance of a jurisdiction-wide immunization infrastructure necessary to raise immunization levels for universally recommended vaccines. The LHD is expected to maintain immunization levels for the clients served by the agency based on the current Advisory Committee on Immunization Practices (ACIP) recommendations. In addition, the LHD will assure adequate surveillance, prompt reporting and epidemiologic follow-up of vaccine preventable diseases. LHD's will provide perinatal Hepatitis B case management services as outlined in the Wisconsin Perinatal Hepatitis B Prevention Program Manual. In addition, every LHD must have at least one staff member watch the perinatal hepatitis B training webinar. The LHD will follow the Immunization Policy and Procedure Manual developed and distributed by the Wisconsin Immunization Program, unless otherwise agreed upon. It will also assure that community wide systems are in place to prevent vaccine preventable diseases such as diphtheria, tetanus, pertussis, polio, measles, mumps, rubella, Haemophilus influenzae B, varicella, pneumococcal disease, meningococcal disease, influenza, rotavirus, human papillomavirus (HPV), and hepatitis A and B. To ensure that funds provided for this program through the consolidated contract are used effectively, the contractee will be required to measure the outcome of its efforts to achieve goals. The LHD will establish and maintain partnerships with all immunization providers in its jurisdictions.

Long-term Program Goals:

The Wisconsin Immunization Program has reviewed and analyzed Healthiest Wisconsin 2020 and CDC's Healthy People 2020, the plans available at the time of review, to ensure that its program goals are aligned. The Program will continue to evaluate progress towards the 2020 goals on an annual basis.

The annual Consolidated Contract process is an important component of the Wisconsin Immunization Program's efforts to use evidence-based practices and data-driven activities to improve immunization rates. To that end, state, regional and local public health entities have a leadership role in educating for, implementing, assessing and assuring population-based immunization activities to meet local, state and federal immunization goals and objectives. Due to limited resources, high leverage activities need to be prioritized, thus having the greatest impact on programmatic functions and stated goals within the defined public health functions of assessment, policy development, and assurance.

Currently, Wisconsin's rate for the 4:3:1:3:3:1:4 series for children aged 19-35 months is 69.2% (NIS 2017 data). Through performance-based contracts, we can execute population-based immunization activities to achieve local, state and federal immunization goals aimed at having 80% percent of Wisconsin children aged 19-35 months who received all universally recommended vaccines (4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4:3:1:3:3:1:4]). The 2019 Wisconsin Immunization Registry (WIR) statewide coverage rate for children 24 months of age is 72.13% for 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4:3:1:3:3:1:4].

The 2020 NIS-Teen estimated Tdap, MCV4, and HPV coverage rates among Wisconsin adolescent males and females aged 13-17 years are Tdap (greater than or equal to 1), 91.6%; Meningococcal (greater than or equal to 1), 90.2%; HPV (greater than or equal to 1), 77.8%; and HPV (up to date), 61.5%. The 2021 Wisconsin Immunization Registry (WIR) adolescent statewide immunization coverage rates for both males and females aged 13–18-year-olds are HPV (1) 60.43%, HPV Complete 48.4%, Meningococcal (1) 71.9%, Tdap (1) 76.95%.

The percentage of students who met the minimum immunization requirements was 91.9% for the 2020-2021 school year. Noncompliant students were comprised of 2.9% who were behind schedule and 0.4% who had no record. The percentage of students with a waiver (personal conviction, religious, or medical) for one or more immunizations increased from 5.1% during the 2019-2020 school year to 9.1% during the 2020-2021 school year.

Annual Wisconsin Immunization Program Goals:

For 2023, increase the percent of Wisconsin children ages 19-35 months who receive all the universally recommended vaccines of 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 HepB, 1 Varicella and 4 Pneumococcal (PCV13) to the Healthy People 2020 goal of 80% for 4:3:1:3:3:1:4. An additional goal will be to increase the effective use of the Wisconsin Immunization Registry (WIR) or an immunization registry capable of interfacing with the WIR. Effective use is evidenced by an increase in the overall jurisdictional rise in immunization levels. LHDs must explore jurisdiction-specific practices to increase the number and effective use of registries as described above.

For 2023, increase the percent of Wisconsin adolescent children ages 11-12 that receive Tdap and MCV4 and are HPV Complete to the Healthy people 2020 goal. Also, an additional goal will be to increase the HPV initiation and completion of the series in adolescents by strongly recommending adolescent vaccines to parents of 11 through 18-year-old children.

For 2023, achieve 100% timely reporting of the School Report to Local Health Department (F-04002), according to DHS 144.07(4), Wis. Admin. Code.

Target Populations:

The Immunization Program primarily serves Wisconsin children ages 0-18 years.

References:

Federal Regulations/Guidelines:

Centers for Disease Control and Prevention (CDC), Grant Award Terms & Conditions, Federal Regulations and Policies

CDC Current ACIP Recommendations

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CDC Vaccines for Children (VFC) Program Operations Guide

CDC "Pink Book"

CDC Healthy People 2020

CDC National Immunization Survey (Note: Use interactive menus on VaxView pages.)

State of Wisconsin Statutes/Guidelines:

WI Statute 252

WI Administrative Rule DHS 144

WI Administrative Rule DHS 145

WI State Health Plan: "Healthiest Wisconsin 2020", including the Implementation Plan

Wisconsin Immunization Program Policies: Immunization Policy and Procedure Manual, 2010

Wisconsin Immunization Registry (WIR) User Manual

Core Competencies for Public Health Professionals

(http://www.phf.org/resourcestools/pages/core_public_health_competencies.aspx)

Note: Click "Cancel" if login credentials are requested after following the link. Then click "Download this File" on the Public Health Foundation's website to access the core competencies PDF file.

Optimal or Best Practice Guidance:

Contractees must use the WIR or an electronic immunization population-based data system that links with the WR.

Contractees should make every effort to identify and link immunization outreach and promotion activities with existing local health department efforts targeted at high-risk families. These may include but are not limited to: perinatal care coordination (PNCC); WIC programming and education; new-baby mailings and home visits; LHD health check programming; Birth to 3 programming; developmental screening programs; safe and healthy home inspections; Preparedness education for families; lead screening programs; school and daycare efforts; and reproductive health programming, etc.

Contractees must engage and foster community partnerships to 1) identify and address the needs of high-risk populations in a culturally competent and linguistically appropriate manner and 2) educate families and the community on the importance of on-schedule immunization of children.

Contractees should make every effort to share information on vaccine preventable diseases, immunization, and local assessment data with local private health care providers and key community stakeholders to include community-based organizations in an effort to increase immunization coverage rates within their jurisdictions.

Unacceptable Proposals:

The Wisconsin Immunization Program will not accept any objectives other than the template objectives in effect for the contract year. Once a population-based template objective has been negotiated, the addition of a unique objective may be considered through consultation with your Immunization Program representative.

Past programmatic template objectives may not fit into the new framework in which we are trying to achieve these goals. Use of past objectives will require negotiation and does not guarantee acceptance.

Relationship to State Health Plan: Healthiest Wisconsin 2020:

The vision of Healthiest Wisconsin 2020 (HW2020) is "everyone living better, longer." This was chosen to stress the importance of living a quality life from birth to old age, and to be inclusive of all communities and regions.

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Complementing HW2020's vision are two goals. The first goal is to improve health across the lifespan. This preventative approach emphasizes the importance of starting healthy practices at a young age in order to avoid acute and chronic disease and injury and continuing them until the end of life. The second goal of HW2020 is to eliminate health disparities and achieve health equity.

Communicable Diseases:

Immunize

Prevent disease, including strategies to reduce disparities in high-risk populations

Communicable disease prevention and control protect both individuals and entire populations. Effective immunizations have drastically reduced many, once common communicable diseases. Prompt identification and control of communicable diseases reduce illness and premature deaths, health costs, and absenteeism.

Objective 1

By 2023, protect Wisconsin residents across the life span from vaccine preventable diseases through vaccinations recommended by the U.S. Advisory Committee on Immunization Practices (ACIP).

Objective 2

By 2023, implement strategies focused to prevent and control reportable communicable diseases and reduce disparities among populations through higher immunization rates.

Addendum

Activities should focus on both individual/family-based interventions and community/system-based interventions where an immunization intervention might be used to reach high risk persons for increasing immunization rates. Examples include:

Community/System Activities

Registry

Promote the use of and enrollment in immunization registries and electronic health records that interface with WIR with private providers in your community.

Work with private medical doctors to utilize registries.

Contact private providers not currently using a registry to help facilitate in any way possible the use of WIR or a registry capable of interfacing with WIR (e.g., arrange a demonstration of WIR, coordinate with WIR Implementation Coordinator for training, offer to assist in facilitation of data entry).

Work with private providers to best utilize WIR when necessary to assure that immunization data will be entered accurately and in a timely manner.

Tracking and recall shall be conducted at least every other month as recommended by the Wisconsin Immunization Program's Immunization Policy and Procedure Manual.

Media

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Expand immunization media coverage to include “expert” guest columns.

Share stories on the benefits of immunization.

Implement media outreach strategies in support of childhood immunization in the community.

Market immunizations through social networks (e.g. Twitter, Facebook, websites, texting, etc.).
Marketing must be in compliance with HIPAA and confidentiality rules and regulations.

Community Outreach

Use zip-code level data to inform outreach in areas of low vaccination coverage.

Identify strategies to outreach under-immunized populations in your jurisdiction, e.g. church bulletin inserts, community newsletter information, “School Friday Folder” or backpack inserts to promote immunizations.

Ensure resources are culturally appropriate for ethnic groups in your community (i.e. correct language)

Work with community-based organizations such as local food banks, to educate the community and promote immunizations.

Meet with local medical societies, Rotary and/or Kiwanis clubs to gain support for local public health population-based efforts in the county or jurisdiction

Work with parish nurses at congregations to promote on-schedule immunization.

Partner with pharmacies to help vaccinate patients during clinic off-hours and promote immunizations.

Provide education to child health care center providers on the importance of keeping immunizations up-to-date (UTD) for children in their care.

Promote immunizations by having an informational flyer at the Department of Motor Vehicles (DMV) office in your jurisdiction.

Ask the county board chairperson to set one day during the school year as “Check Your Child/Adolescent Immunization Record Day”.

Community prevention and preparedness strategies should also include emphasis on UTD immunizations.

Provider Outreach

Share current immunization information or provide an annual immunization update with providers in your community.

Plan an immunization workshop for immunization providers.

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Promote childhood/adolescent immunizations by routinely measuring your jurisdiction's immunization coverage levels and share the results with staff and the medical community.

Meet with department head of pediatrics, nursery, OB or family medicine at local hospitals to promote on-schedule immunization of children, including birth dose of Hepatitis B.

Work with hospital perinatal educators to promote on-schedule immunization of infants, including birth dose Hepatitis B and Tdap and Influenza vaccine for new mothers and close contacts of infants.

School Outreach

Work with schools to promote the importance of immunization and school requirements.

Work with schools that have high waiver rates or decreasing compliance rates.

Work with school staff to provide education for parents choosing personal conviction waivers.

Work with schools to garner compliance with the school immunization law, DHS 144 Wis. Admin. Code.

Work with schools to ensure timeliness and accuracy of the School Report to Local Health Department.

Promote adolescent immunizations at school sporting events (e.g., signs at the concession stands).

Provide promotional materials to school health classes to promote the adolescent platform.

Coalitions

Share immunization assessment data with local private providers and local coalitions.

Actively seek new community coalition members (non-traditional)

Create, join, or support an immunization coalition.

Outline a community immunization action plan with coalition members to improve immunization coverage.

Partner with a nearby coalition to help raise HPV immunization rates in your jurisdiction.

Individual/Family Activities Check immunization records at lead screening sites.

PNCC clients – have an immunization education module and follow birth with appointment for the 1:1:1:1 vaccination series.

Check records of children of women being followed for inter-conception counseling.

Follow breast feeding mothers at 1-2 months and check on first immunization appointment.

Include Immunization teaching in all Health Education Activities targeted to MCH populations.

Promote the public access component of WIR.

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Partner with WIC to promote immunizations.

Assess and provide any needed immunizations at WIC appointments.

Use early intervention developmental profile (EIDP) education to assure that young women are fully immunized and/or referred for immunizations.

Provide accurate information to parents regarding vaccine safety.

Provide adolescent immunization information at sexually-transmitted disease (STD) clinics (during follow up), family planning, and pre-natal classes (especially those who might have pregnant teens in them).

Use teach-back methods for parents to understand the importance of immunization and to understand what immunizations are recommended the first time they hear it.

Keep message short

Use active voice

Frame ideas in the here and now

Avoid jargon and define unfamiliar terms

Write as you would speak

Wisconsin Childhood Lead Poisoning Prevention Program Program Boundary Statement

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local public health agencies (LPHA) will need to set its objectives.

Program Boundary Statement:

Local childhood lead poisoning prevention programs are to implement objectives that will protect children against lead poisoning and eliminate it as a major childhood disease. The impact of LPHA activities should result in decreasing lead hazards in the environment(s) of children and increasing early detection and treatment of lead poisoning in children up to age 16. All children up to age 16 who have an elevated blood lead level should receive environmental and nursing interventions.

Education activities are to be targeted at community members who play a role in preventing lead exposure, eliminating lead hazards, providing blood lead testing, or providing medical or environmental follow-up to children who are lead poisoned (greater than or equal to 3.5 micrograms per deciliter [$\mu\text{g}/\text{dL}$]).

Long-term Program Goal:

To eliminate childhood lead poisoning in Wisconsin.

Annual Program Goals:

- Increase the involvement of community members in childhood lead poisoning prevention activities.
- Increase the availability of lead-safe housing for families with young children.
- Educate parents so they have the knowledge and skills necessary to protect their children from lead hazards.
- Increase blood lead testing of children across Wisconsin.
- Provide interventions for children with blood lead levels greater than or equal to 3.5 $\mu\text{g}/\text{dL}$.
- Provide comprehensive environmental investigations for children up to age 16 with elevated blood lead levels, including adequate documentation of environmental lead sources, work orders and property clearance.

High Risk Populations:

Highest-risk children for blood lead testing include those 0-5 years of age who meet one or more of the following criteria:

- live in high-risk neighborhoods,
- live, or spend significant time, in a house built before 1950.
- live in a house built before 1978 with recent or ongoing renovations
- are enrolled in the Medicaid or WIC program,
- have a sibling or playmate with lead poisoning.

Acceptable Program Objectives:

- Objectives that involve increasing blood lead testing for children under 6 years of age.
 - Local health departments must seek Medicaid reimbursement for blood lead testing of Medicaid-enrolled children. This may require establishing contracts with the managed care organizations within their community.

- Objectives that involve direct provision of services to families with children at high risk for, or with, lead poisoning.
- Objectives that build capacity in a community to prevent lead poisoning and increase the availability of lead-safe housing to families of young children.
 - This involves going beyond the one-to-one transfer of information to building partnerships with targeted organizations or groups that can assist in maximizing community resources to meet the goal of eliminating lead poisoning. For example, reaching out to child care regulators, child care providers, home visitors, and housing agencies who provide service to or work with the target population, parents or caregivers of young children.

Unacceptable Program Objectives:

- Objectives for general educational outreach, such as health fairs or public service announcements, will not be accepted.

State of Wisconsin Statute and Administrative Rules:

- WI Statute Chapter 254: *Environmental Health* (<http://docs.legis.wi.gov/statutes/statutes/254.pdf>)
- WI Administrative Rule DHS 163: *Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards* (http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf)
- WI Administrative Rule DHS 181: *Reporting of Blood Lead Test Results* (http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf)

Program Policies and Guidance Documents:

- WI Blood Lead Testing Recommendations
- WCLPPP Handbook for Local Health Departments (Revised 2014; <https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>; under the Handbook tab)
- Nursing and environmental investigation forms and templates; (<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>; under the Forms and Templates tab)
 - [Nursing Case Management Report](#) (F-44771A)
 - [Nursing Case Closure Report](#) (F-44771B)
 - [Property Investigation Report](#) (F-44771C)
 - [Property Investigation Closure Report](#) (F-44771D)
 - [Risk Assessment Report](#) (template)
 - [Work Specification Language for Lead Hazard Reduction](#) (list of work spec options)
 - [Work Orders Letter](#) (template)
 - [Scope of Work](#) (template)
 - [Clearance Report](#) (template)
- *How to Do A Lead Risk Assessment* video (<https://www.youtube.com/watch?v=QOrhcnYKUwU>)
- Healthy Homes and Lead Poisoning Surveillance System (HHLPPS) Job Aids (<https://www.dhs.wisconsin.gov/lead/hhlpps-job-aids.htm>)
- Medicaid reimbursement for lead-related services (<https://dhs.wisconsin.gov/lead/medicaid-reimbursement.htm>)

Relationship to the Wisconsin Health Improvement Plan and its Priorities

Lead exposure can cause permanent brain damage and negatively affect learning, behavior, and health throughout the child's life. Lead exposure can have an impact the Division of Public Health's Health Improvement Plan Priority in a few areas:

- **Healthy housing**
Housing is a basic need for all. Housing needs of communities in Wisconsin often do not match the housing and related resources that are available. Community members described healthy housing as housing that is affordable, stable, safe, and meets the needs of those who live there. More than 350,000 homes in Wisconsin have potential lead-based paint hazards that are harmful to health, especially in children. Housing may affect health directly by, for example, being free of pollutants and lead. Housing may also indirectly affect health through factors like location and accessibility by facilitating economic well-being, social connectedness, access to education, access to nearby health care services, and more. Healthy housing is an important contributor to the overall social and economic vitality of a community.

References:

Federal Regulations and Guidelines:

- Educational Services for Children Affected by Lead Expert Panel, *Educational intervention for children affected by lead*. Atlanta: U.S. Department of Health and Human Services (April 2015);
https://www.cdc.gov/nceh/lead/publications/Educational_Interventions_Children_Affected_by_Lead.pdf.
- CDC's Blood Lead Reference Value and Recommended Actions (Oct 2021)
<https://www.cdc.gov/nceh/lead/data/blood-lead-reference-value.htm>
- CDC Advisory Committee on Childhood Lead Poisoning Prevention, *Low Level Lead Exposure Harms Children: A Renewed Call for Primary Prevention*. Atlanta: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, (https://www.cdc.gov/nceh/lead/docs/final_document_030712.pdf; CDC, January 2012)
- U.S. Dept of Housing and Urban Development, *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*. (2012 Edition;
https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines).
- Centers for Medicare and Medicaid Services, *State Medicaid Manual, Part 5. Early and Periodic Screening, Diagnosis and Treatment*. Section 5123.2, page 5-15,
<https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Paper-Based-Manuals-Items/CMS021927>

2025 Program Boundary Statement Radon Program

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local public health department (LPHD), Tribe or agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility. However, if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement.

Program Outline:

Objectives for reducing exposures to elevated indoor radon in homes are funded for two classes of agencies:

Radon Information Centers (RICs): Seventeen local health or environmental agencies will be funded to deliver eight services of a single objective, each agency to multiple counties (a region). Services include: outreach, public consultation, proficiency training, coordination with DPH, test kit/detector data collection and analysis, and field site visits.

Local health agencies other than RICs will not be funded in 2025.

Long-term Program Goals: The Outcome Goal is reduction of lung cancer incidence by reducing exposures of the public to indoor radon. An Output Goal is that every home with ground contact be tested for radon, identifying those with exposures to residents averaging higher than 4 pCi/L in occupied spaces, and reducing those to far below 4 pCi/L with the mitigation method recommended by US EPA. Another Output Goal is that new homes be built with features recommended as effective in helping to keep radon out of the indoor air.

Target Populations:

- Residents of all homes in Wisconsin having ground contact.
- Residents in regions of the Wisconsin radon risk map where higher percentages have elevated radon.

Every home with ground contact should be tested, because:

- Homes with elevated radon have been found in virtually every zip code in Wisconsin;
- The radon in any particular home is not predictable;
- Neighboring homes tend to have greatly dissimilar concentrations;
- Radon screening tests may be made for as little as \$10 and radon mitigation is available at reasonable cost.
- The only way for homeowners to know if their radon is elevated is to test.

References:

Federal Guidelines and state statute

- ***US EPA: Citizen's Guide to Radon***
- US EPA: Home Buyers and Sellers Guide to Radon
- US EPA: Consumers' Guide to Radon Reduction
- State of Wisconsin Statutes s. 254.34

Program Policies

- Policies of the US EPA regarding measurement, mitigation, and risk reduction for radon in homes, as reflected in the three EPA documents above, should be recommended. No others have been specified in state legislation.

Unacceptable Proposals:

- Radon measurement for building types other than homes will not be funded. Advising them is done only by DPH in coordination with RICs, because measurement protocols, interpretation of results in terms of risk, and methods of mitigation can differ from those for various building types.
- Funds will not be provided to pay for radon mitigation itself.

Relationship to the Wisconsin Health Improvement Plan and its Priorities

Radon is the second leading cause of lung cancer and the leading cause of lung cancer among non-smokers. Testing for and mitigating radon in places where people live, work, and attend school and child care can help prevent future incidence of lung cancer. Radon is a component of the 2023–2027 Wisconsin Health Improvement Plan in two priority areas: Supportive Systems of Care and Healthy Housing.

Supportive Systems of Care

Objective 1: Improve the accessibility and affordability of quality early care and educational opportunities that meet the needs of families and caregivers.

- Relevant strategy: Improve quality of early childhood care and education.
- Relevant activities: Ensure, through policy, programs, education, and ongoing enforcement, that care and education facilities are safe from environmental hazards, including **radon**.
- Methods: Testing for and mitigating radon when levels are high is now required of every licensed group and family child care center in Wisconsin. The DHS Radon Program and regional Radon Information Centers will continue to support state efforts to reduce exposures to high radon in child care facilities by:
 - Offering radon education and resources to current and prospective child care providers.
 - Offering radon training to the Department of Children and Families and Child Care Resource and Referral Agencies.
 - Calculating the number of radon mitigation system installations in child care centers and the impact of those mitigations on children's health in Wisconsin.

Healthy Housing

Objective 3: Improve the quality, safety, and accessibility of housing.

- Relevant strategy: Improve the safety of housing.
- Relevant activities: Improve detection, abatement, and enforcement policies and programs for home hazards, including **radon**.
- Methods: The DHS Radon Program and regional Radon Information Centers will continue to support state efforts to reduce exposures to high radon in homes by:
 - Using indicators to show trends in the percentage of homes with healthy, safe environments in all communities with a focus on minority, low income, and underserved areas. Indicators for the Radon Program include number of test results returned and number of radon mitigations performed.
 - Updating mapping tools regularly to show risk potential for radon in areas statewide.
 - Moving state and local policy toward radon resistant new construction for all new homes being built.
 - Moving state and local policy toward licensure or certification for all radon measurement and mitigation professionals conducting work in Wisconsin.

2025

Maternal Child Health Program Parameters

The Title V Maternal and Child Health (MCH) Services Block Grant creates federal-state-local partnerships to develop state and local systems to meet the critical challenges facing women, children, youth, families, children and youth with special health care needs (CYSHCN) and communities. Local health departments (LHD) and Tribal agencies are encouraged to work with community and state partners to achieve common program goals as well as to assure coordination with all the CYSHCN programs that serve children and youth with special health care needs (i.e., the Resource Centers for CYSHCN and others) as appropriate. States must use at least 30% of Title V Block Grant funds for preventive and primary care programs serving children; and 30% to support programs for CYSHCN.

Target Populations

The populations to be served are all infants, children, and youth, including children and youth with special health care needs, and people who are pregnant and their families, with a special focus on those at risk for poor health outcomes.

State MCH Priorities and Performance Measures

The 2020 MCH Needs Assessment led to the identification of MCH priorities and performance measures for 2021-2025.

MCH program priority needs

- Advance Equity and Racial Justice
- Assure Access to Quality Health Services
- Cultivate Supportive Social Connections and Community Environments
- Enhance Identification, Access and Support for Individuals with Special Health Care Needs and their Families
- Foster Positive Mental Health and Associated Factors
- Improve Perinatal Outcomes
- Promote Optimal Nutrition and Physical Activity

National and state performance measures by population domain

- Women/Maternal Health
 - Annual Preventive Visit
- Perinatal/Infant Health
 - High Quality Perinatal Care
 - African American Infant Mortality
 - Breastfeeding
- Child Health
 - Developmental Screening
 - Physical Activity – Ages 6 through 11
- Adolescent Health
 - Injury Hospitalization – Ages 10 through 19
 - Adolescent Well-Being
- Children and Youth with Special Health Care Needs
 - Medical Home

- Transition - from pediatric to adult health care
- Cross-cutting/Life course
 - Social Connections
 - Representative Participation

Maternal Child Health (MCH) Program Parameters: Required Activities

Local health departments (LHD) and Tribal agencies receive Title V (MCH) funds to implement projects that address select Title V National and State Performance Measures. The objectives and strategies outlined for agencies help measure and accomplish the Title V MCH program's overall goals related to adolescent well-being, breastfeeding, child development, high quality perinatal care, physical activity and nutrition, health equity, representative participation, and social connections. LHDs and Tribal agencies can use local community health assessments, surveillance data, and other data sources to assist with strategy selection, systematic program planning, and policy development to implement and evaluate each selected strategy.

See the "2025 MCH Template Objectives" document with specific strategies for each objective, *found on the [Division of Public Health Grants and Contracting \(GAC\) System page](#) under "2025 Program Information", Maternal and Child Health" section.*

Required activities across all objectives include:

1. Implement and evaluate the selected objective(s) with activity details agency identified in the [2025 MCH Objective Supplement](#).
2. Collaborate with community partners to promote selected objective(s) throughout the community.
3. Participate in quarterly Learning Community Calls to support progress on the selected objective(s).
4. Participate in training and technical assistance opportunities to support strategies for implementing health equity and community engagement in selected objective(s).
5. Attend the 2025 MCH Summit (virtually).
6. [Well Badger Resource Center](#)
 - a. Confirm agency is listed and information is updated in the Well Badger Resource Center searchable directory found at www.wellbadger.org.
 - b. Promote the Well Badger Resource Center using their tools for professionals and partners through the following strategies.
 - i. [Print and/or order Well Badger Resource Center materials](#), such as flyers and posters, and display in areas where clients are served.
 - ii. Include the Well Badger Resource Center phone number and email on agency's voicemail for clients calling outside normal business hours.
 1. Call: 1-800-642-7837 or Text: 608-360-9328
 2. Email: help@wellbadger.org
 - iii. [Incorporate the Well Badger Resource Center social media posts and/or newsletter messages](#) into agency's communication methods.
7. Submit data quarterly using the Title V reporting survey to document activity progress, successes, barriers, and outcomes.

8. Utilize data and prevention recommendations from local Fetal Infant Mortality Review (FIMR) and Child Death Review (CDR) teams to inform and align the work of selected MCH objective(s). *This does not apply to agencies that do not have a local FIMR or CDR team.*
9. Request technical assistance as needed from agency's assigned MCH contract administrator.
10. All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: *"Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services."*
11. **Budget:**
 - a. Submit a 2025 budget to MCH contract administrator, using the Title V budget template available on the [Division of Public Health Grants and Contracting \(GAC\) System page](#) under the 2025, Maternal and Child Health (MCH) section.
 - b. Changes across budget categories of 20% or more will need to be approved by contract administrators.
12. **Expense & Match Reporting:**
 - a. Agencies should report expenses and local match **monthly** using the GEARS Expenditure report available [here](#).
 - b. Agencies should use profile ID #159320 for Title V MCH expenses (unless directed otherwise) and profile ID #193002 for Title V MCH match expenses.
 - c. Agencies should copy their MCH contract administrators on all expense report and match submissions.
 - d. Agencies receiving federal funds must provide 75% match for all Title V MCH Block grant funds. Agencies that do not meet their MCH match requirements may be subject to repayment of grant funds. Tribal Agencies are not required to report match.

Grantee Name: De Pere Health Department**Direct Costs (Sections I-VI)****I. Personnel Costs****Total Personnel Costs:****II. Fringe Benefit Costs****Total Fringe Benefit Costs:****III. Consultant and Sub-Contract Costs**

Sub-contractors may include training providers, transportation contracts, youth advisory boards, guest speakers, implementation arrangements where your agency provides funds for services to another agency. List type of subcontract, agency name, and provided. Must include a calculation of costs, for example: X number of hours or sessions at X rate. Add a new line and repeat for each consultant.

Community engagement event guest speaker/event implementation partner expenses (details to be determined)

Facility Use/Rental Fees (details to be determined)

Total Consultant and Sub-Contract Costs:**IV. Supply Costs**

Provide description of supply items required for program implementation. Basic materials may include consumable office supplies (pens, office chairs, desks, markers), materials for tabling or recruitment events, technology, incentives, educational materials, supplies, and other supplies priced less than \$5,000. All supplies must include justification for the purchase and a calculation of items at X cost or provide a calculation for cost based on similar programs expenses or justified by X amount per FTE.

Program Supplies: Basic materials required for providing a community engagement event to include: pens, markers, copies of program activity sheets, materials for tabling.

Printing and Copying: Printing costs for outreach materials for 12 months = \$513 This expense is estimated based on adjacent programs from previous years, assuming a similar volume of printed materials to support partners.

V. Operations Costs**Total Operations Costs:****VI. Travel Costs****Total Travel Costs:****Total Direct Costs (Categories I-VI)****VII: Indirect Costs****Total Indirect Costs:****Total All Categories (I-VII):**

Budgeted Amount \$7,413
\$0.00
\$0.00
ation partners, or other details about services it for each subcontract or
\$4,400.00
\$2,000.00
\$6,400.00
opies (e.g., postage, paper, , other miscellaneous program of cost, such as X number of
\$500.00
\$513.00
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\$0.00
\$7,413.00

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. [Disclosure of Lobbying Activities \(Standard Form-LLL\)](#)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Signature of Official Authorized to Sign Application)

(Date)

Chrystal Woller

Health Officer/Health Department Director

(Print Name)

(Title)

(Agency / Contractor Name)

(Title of Program)

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application		Date Signed
For (Name of Vendor)	Unique Entity Identifier (UEI), if applicable	

Certificate Of Completion

Envelope Id: D2D65812-866F-4AB1-BB13-BCF6AA033ED6
Subject: MP - DePere HD - 2025 DPH Consolidated Contract - 435100-G25-DPHCC25-17
Source Envelope:
Document Pages: 59
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Yvette Smith
1 West Wilson St.
Madison, WI 53703
yvettea.smith@dhs.wisconsin.gov
IP Address: 165.189.255.23

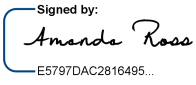
Record Tracking

Status: Original 12/4/2024 1:01:39 PM	Holder: Yvette Smith yvettea.smith@dhs.wisconsin.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: DHS	Location: DocuSign

Signer Events

Amanda Ross
amandal.ross@dhs.wisconsin.gov
Paralegal
Department of Health Services
Security Level: Email, Account Authentication (None)

Signature

Signed by:

E5797DAC2816495...

Signature Adoption: Pre-selected Style
Using IP Address: 165.189.255.23

Timestamp

Sent: 12/4/2024 1:05:08 PM
Viewed: 12/5/2024 6:32:25 PM
Signed: 12/5/2024 6:33:51 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chrystal Woller
cwoller@deperewi.gov
Health Officer/Health Department Director
Security Level: Email, Account Authentication (None)

Sent: 12/5/2024 6:33:53 PM
Viewed: 12/9/2024 8:48:08 AM

Electronic Record and Signature Disclosure:
Accepted: 12/9/2024 8:48:08 AM
ID: 5a9bd614-76ae-445e-a1ca-455b9ff7c14d

Anna Benton
anna.benton@dhs.wisconsin.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 12/6/2024 1:53:50 PM
ID: 55d7aa05-481d-48c8-846a-602a4cd43c96

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
DPH Contracts DHSDPHContracts@dhs.wisconsin.gov DPH Contracts Shared Account Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/4/2024 1:05:07 PM
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Kelly Burke kburke@mail.de-pere.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/5/2024 6:33:54 PM
Sara Lornson slornson@deperewi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/5/2024 6:33:54 PM Viewed: 12/6/2024 8:28:10 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/4/2024 1:05:08 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

CITY OF DE PERE

MEMO



Meeting Date: 1/21/2025
Department: Health
From: Chrystal Woller BSN, RN, MBA, Health Director

Re: Recommendation from the Finance/Personnel Committee to approve the routine renewal of the DATCP MOA

The De Pere Health Department has received the renewal contract from the WI Department of Agriculture, Trade and Consumer Protection (DATCP) for the new performance period of 7/1/2025 through 6/30/2028. This executed contract allows the health department to continue to act as the DATCP's local Agent to issue licenses, inspect, and regulate retail food establishments, campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and breakfast establishments. Passed Finance/Personnel Committee unanimously on 1/14/2025.

RESOLUTION #25-07

APPROVING MEMORANDUM OF AGREEMENT WITH THE
WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION

WHEREAS, the City of De Pere Health Department would like to renew its agent status with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) for purposes of continuing to act as the DATCP's local agent to issue licenses and undertaking certain regulatory and inspection obligations for the state regarding retail food establishments, campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and & breakfast establishments for 2025-2028, pursuant to the attached Memorandum of Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Memorandum of Agreement Between the State of Wisconsin Department of Agriculture, Trade and Consumer Protection and De Pere Health Department as is attached hereto, together with such subsequent renewals as may be required, provided such renewals are substantively similar.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January,

2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/14/2025

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
AND
DEPERE DEPARTMENT OF PUBLIC HEALTH**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into for the period **07/01/2025** through **06/30/2028** (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“DATCP”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and **DEPERE DEPARTMENT OF PUBLIC HEALTH (“Agent”)**, whose service address is **335 S. Broadway, DePere, WI, 54115**, for the purpose of addressing issues of mutual interest to the parties regarding Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATCP 74. The Agent's jurisdiction under this MOA includes the following geographic area(s): **City of DePere**.

RECITALS:

WHEREAS, the issues of mutual interest include an integrated food safety system and safe operation of retail food, lodging, and recreational establishments within the State of Wisconsin; and

WHEREAS, the intention of this MOA is to provide a framework for the provision of services for the inspection, licensing, complaint and foodborne illness investigation for retail food, lodging, and recreational establishments as an Agent for the DATCP; and

WHEREAS, the primary outcome intended by this MOA is to improve the level of service and consistency for providing inspections, licensing, complaint and foodborne illness investigations for retail food, lodging, and recreational establishments; and

WHEREAS, the parties intend to clarify their relationship to establish a common understanding regarding their roles, responsibilities, and procedures that will facilitate the best provision of services between our agencies; and

WHEREAS, the DATCP has authority under Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATP 74, authorizing the DATCP to enter into a written contract designating a local health department, defined in Wis. Stat. § 250.01 (4), to act as the DATCP’s local Agent to administer the retail food, lodging, and recreational establishment program for the purpose of enforcing Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and the applicable provisions of the Wisconsin Administrative Code; and

NOW, THEREFORE, DATCP and the Agent hereby resolve and agree they will mutually support and adhere to the following principles, and exert their best efforts in doing so.

I. PURPOSE.

The Agent hereby agrees to protect public health and safety, as the Agent of the DATCP under Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code ch. ATP 74, and the terms and conditions of this MOA. The Agent agrees to issue licenses to, inspect, and regulate retail food establishments, campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and breakfast establishments, as specified in this MOA, enforcing all applicable provisions of the Wisconsin Statutes and Administrative Code and associated DATCP policies, interpretive memos and procedures including, but not necessarily limited to, Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code chs. ATP 72 (Hotels, Motels, and Tourist Rooming Houses), 73 (Bed and Breakfast Establishments), 74 (Local Agents and Regulation), 75 (Retail Food Establishments) and its Appendix (Wisconsin Food Code), 76 (Safety, Maintenance, and Operation of Public Pools and Water Attractions), 78 (Recreational and Educational Camps), and 79 (Campgrounds). If the Agent inspects individual vending machines, the Agent will receive reimbursement from the DATCP.

The DATCP agrees to fulfill its responsibilities to the Agent required by Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, Wis. Admin. Code ch. ATP 74, and this MOA.

Pursuant to Wis. Admin. Code § ATP 74.06 (7), the DATCP shall whenever feasible provide

notice to an Agent program at least one fiscal year before making any changes to Department policies and procedures not specified in the MOA that would adversely affect the budget of an Agent program.

This MOA incorporates any amendments to the statutes or administrative rules cited in this MOA, as well as any additional statutes or rules, related to retail food, lodging, and recreational establishment licensing that may be enacted or adopted during the term of this MOA. The Agent agrees that all of its obligations under this MOA include any of these amendments, enactments or adoptions.

A. Meetings and Consultation. Both parties agree to meet as needed, to identify issues of mutual concern and discuss strategies to address identified issues.

B. Designation of Contacts. The Agent agrees to identify its primary spokesperson to the DATCP, and the DATCP agrees to do the same for discussion of all topics identified in this agreement.

II. SCOPE OF WORK.

A. DEFINITIONS

1. **Administrative Follow-Up** means a mandatory reinspection to ensure that a priority, critical or recurring violation has been corrected, but may be performed without an onsite visit by electronic or other effective means. An administrative follow-up shall be conducted as soon as possible, based on the scheduled date for correction(s). An applicable administrative follow-up fee may be required per Agent policy. An administrative follow-up or reinspection will be required as identified in the DATCP's reinspection criteria for retail food and recreational facilities.

2. **Agent** means a local health department (LHD) as defined in Wis. Stat. § 250.01 (4), that has entered into a MOA with the DATCP and is authorized under the terms of that MOA to administer a retail food establishment, lodging, and recreational safety regulatory program, pursuant to Wis. Stat. §§ 97.41 and 97.615 (2), in the local health department's area of jurisdiction.

3. **Agent Program** means the retail food establishment, lodging, and recreational safety

regulatory program operated by an Agent.

4. **Agent Program Plan** means the plan developed by the Agent for the administration of the Agent program and enforcement of Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, related provisions of the Wisconsin Administrative Code, and any applicable local ordinances or regulations cited in its enforcement actions for the types of facilities for which the Agent has been delegated Agent status.

5. **Agent Standard** means a member of the Agent’s inspection staff, responsible for leading standardization exercises, as prescribed in the DATCP’s Standardization Manual, for the environmental health inspection personnel in the Agent’s jurisdiction, who has successfully completed the initial standardization process, is current in their inspection standardization maintenance exercises, and has received a letter of completion from the DATCP.

6. **Complaint** means an allegation, presented to an Agent or the DATCP, of a possible public health hazard or violation of any provision of the Wisconsin Statutes and Administrative Code indicated in this contract or a local public health ordinance or regulation.

7. **Conflict of interest** means a conflict between the private interests and the official responsibilities of a person in a position of trust. As provided in Wis. Stat. § 19.59 (1), a conflict of interest occurs when the exercise of a person's official responsibilities gives the person the opportunity to obtain financial gain or anything of substantial value for the private benefit of himself or herself, his or her immediate family, or an organization with which he or she is associated.

8. **DATCP** means the Wisconsin Department of Agriculture, Trade and Consumer Protection.

9. **Enforcement Action** means a statutorily authorized action imposed on a licensee for non-compliance with a provision of the Wisconsin Statutes or Administrative Code. Enforcement actions include, but are not limited to, holding orders, citations, forfeitures, temporary orders, license suspension, or revocation of a license.

10. **Establishment or Facility** means a retail food establishment, hotel, motel, tourist rooming house, bed and breakfast establishment, food vending machine, camping resort or other campground, recreational educational camp, public swimming pool or water attraction licensed pursuant to Wis. Stat. ch. 97.

11. **Fiscal Year** means July 1 of one year through June 30 of the next year.

12. **Follow up Inspection** means a non-mandatory inspection by the Agent to ensure non-critical violations, cited in a routine inspection, have been corrected by a licensee.

13. **Foodborne Disease Outbreak** means the occurrence of two or more cases of a similar illness of persons, resulting from the ingestion of a common food.

14. **Inspection Fee** means a fee charged by the Agent program, the amount of which is reasonably related to the cost of performing an assessment of an establishment's compliance with the statutes and rules, under which a license is granted, including the following:

- a. An inspection in an establishment not under the DATCP's regulatory authority.
- b. An Agent inspection in its jurisdiction of a DATCP licensed or other Agent licensed mobile or temporary retail food establishment.

15. **Inspector** means any employee inspecting establishments for the DATCP, or the Agent under the jurisdiction of an Agent program.

16. **License** means the legal authority granted by the DATCP or its Agent to operate an establishment.

17. **Licensee** means the person or entity licensed to operate an establishment.

18. **Local Public Health Ordinance or Regulation** means an ordinance adopted by a village, city or county, or a regulation adopted by a local board of health, as the DATCP's Agent, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g).

19. **MOA** means a signed, written agreement between a local health department and the DATCP setting forth the obligations of each party in the operation of an Agent program.

20. **Memorandum of Understanding (MOU)** means an agreement between the DATCP

and another state agency for designating each agency’s responsibilities in shared governance. Examples include agreements with the department of public instruction and the department of natural resources.

21. **New Agent** means an Agent that has entered into its first contract with the DATCP or an Agent that has applied to reenter into a contract with the DATCP after termination of a previous contract.

22. **Person** means an individual, married couple, legal entity of a partnership, corporation, or limited liability company, municipality, county, town, or state or local agency.

23. **Pre-licensing Inspection** means an inspection that must be completed before a license is granted and the licensee may begin operating an establishment.

24. **Program Evaluation** means an assessment by the DATCP of the Agent’s adherence to the provisions of this MOA.

25. **Registered Environmental Health Specialist/Registered Sanitarian or REHS/RS** means a person who holds a REHS/RS credential awarded by the National Environmental Health Association.

26. **Registered Sanitarian or RS** means an individual who is a Wisconsin-registered sanitarian, pursuant to Wis. Stat. §440.98 and Wis. Admin. Code. chs. SPS 174 to 177 or is recognized as a registered environmental health specialist/registered sanitarian.

27. **Reimbursement** means the portion of the license fee, collected by the Agent, that is remitted to the DATCP, pursuant to Wis. Stat. § 97.41 (5) or 97.615 (2) (e).

28. **Reinspection** means a mandatory inspection to ensure that a priority, critical or recurring violation has been corrected. A reinspection shall be conducted as soon as possible, based on the scheduled date for correction(s). An applicable reinspection fee may be required per Agent policy. A reinspection will be required as identified in the DATCP’s reinspection criteria for retail food and recreational facilities.

29. **Routine inspection** means the annual evaluation of a licensee’s operation of its

establishment.

30. **Sanitarian** means a person who is qualified to conduct inspections as an Agent of the DATCP and meets the requirements under Wis. Admin. Code § ATPC 74.08 (2).

31. **Standard** means a DATCP (state standard) or Agent employee (Agent standard) who is certified as correctly interpreting and enforcing Wis. Admin. Code ch. ATPC 75 and its Appendix.

32. **Standardization exercise** means an evaluation conducted by a standard to determine if a sanitarian is correctly interpreting and enforcing Wis. Admin. Code ch. ATPC 75 and its Appendix.

33. **Standardization (initial)** means a sanitarian's first successful completion of required field standardization exercises by using risk-based inspection methods, as specified in the DATCP's Standardization Manual.

34. **Standardization (maintenance)** means a sanitarian's successful completion of field standardization exercises by using risk-based inspection methods, required every three years to maintain standardization certification, as specified in the DATCP's Standardization Manual.

35. **State Fees** means the DATCP's fees in Wis. Stat. §§ 97.41 (5) and 97.615 (2) (e), levied to recoup DATCP costs related to setting standards for, monitoring and evaluating the activities of, and providing education and training to, Agent local health departments.

36. **State License Fees** means the license fees set by the DATCP, pursuant to Wis. Stat. §§ 97.30 (3) and (3m), 97.613, and 97.67 (4).

37. **Waterborne Disease Outbreak** means two or more people that experience a similar illness after exposure, ingestion or inhalation of water that epidemiologic evidence implicates as the probable source of the illness or meets other exposure criteria for that specific disease.

B. ISSUING LICENSES

1. Any establishment that is selling, holding, or distributing food and exempt from the requirement to hold a retail food establishment license, pursuant to Wis. Stat. § 97.30 (2) (b), is under the regulatory authority of the DATCP and may not be licensed, charged a fee, or inspected

in any manner related to food, dairy, or meat processing, or wholesale or retail food operations by the Agent.

2. The Agent shall require a person who applies for, or a licensee who requests renewal of, a license to include, at a minimum, the following information:

a. Name of the Individual, Married Couple or Legal Entity who will hold the license and a complete street address.

b. Doing business as name (DBA). Name and complete address of the establishment.

c. License number and expiration date of any current license.

d. Type of Establishment, for licensing purposes

e. Numbers of units, rooms, or sites and complexity, if applicable.

3. A license issued by the Agent shall expire on June 30 of each year, except that a new license issued during the period beginning on April 1 and ending on June 30 shall expire on June 30 of the following year (15-month license), except as follows: The Agent of a city of the 1st class that has entered into a Contract with the DATCP may issue a required license for a retail food establishment or bed and breakfast establishment at any time during the year, which shall expire one year from the date of its issuance.

4. The Agent, as required in Wis. Stat. § 97.605 (4), shall allow for the holder of a license to transfer the license to:

a. An individual who is an immediate family member if the holder is transferring operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine to the immediate family member.

b. A sole proprietorship that reorganizes as a business entity or a business entity that reorganizes as either a sole proprietorship or a different type of business entity may transfer a license issued under this section for operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary to the newly formed business entity or sole proprietorship if the following conditions are satisfied:

i. The hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary remains at the location for which the license was issued.

ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.

5. The Agent, as required in Wis. Stat. § 97.67 (2) shall allow a license to be transferred from an individual to:

a. An immediate family member, as defined in s. 97.605 (4) (a) 2., if the individual is transferring operation of the campground, camping resort, recreational or educational camp, or public swimming pool to the immediate family member.

b. A sole proprietorship that reorganizes as a business entity, as defined in s. 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity may transfer a license issued under this section for a campground, camping resort, recreational or educational camp, or public swimming pool to the newly formed business entity or sole proprietorship if all of the following conditions are satisfied:

i. The campground, camping resort, recreational or educational camp, or public swimming pool remains at the location for which the license was issued.

ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.

6. The Agent, as required in Wis. Admin. Code § ATP 75.06 (1) and (5) shall require a retail food establishment license upon any change of operator. The Agent shall waive the preinspection fee under the following conditions:

a. The new license holder is an immediate family member, as defined in s. 97.605 (4) (a) 2., if the individual is transferring operation of the retail food establishment to an immediate family member.

b. A sole proprietorship that reorganizes as a business entity, as defined in s. 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity to the newly formed business entity or sole proprietorship if all the following conditions are satisfied:

i. The retail food establishment remains at the location for which the license was issued.

ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was previously issued has an ownership interest in the newly formed sole proprietorship or business entity.

c. Initial inspection of micro-market. The DATCP or its agent may issue a license for a new retail food establishment that is a micro-market before it inspects the new retail food establishment that is a micro-market for compliance with this chapter. Before one year after the date that the DATCP or its agent issues a license for a new retail food establishment that is a micro-market, it shall inspect the new retail food establishment for compliance with this chapter.

7. The Agent shall notify the DATCP when, in the performance of its duties, it encounters an unlicensed establishment that falls under the DATCP's licensing and inspection authority.

8. The DATCP shall notify the Agent when, in the performance of its duties, it encounters an unlicensed establishment that falls under the Agent's licensing and inspection authority.

9. The Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the DATCP or other Agent jurisdictions for a mobile retail food establishment. The following shall also apply:

a. The mobile retail food establishment license and service base license shall be issued by the jurisdiction where the service base is located or the address where the mobile unit is stored, if a service base variance is granted by the DATCP, or as specified in sub. b.

b. The Agent or the DATCP issuing the mobile retail food establishment service base license may allow another jurisdiction to issue the mobile retail food establishment license, if the mobile retail food establishment operates solely outside the jurisdiction where the mobile service

base is located.

c. Enforcement activities for all operations of the mobile retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.

d. The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection.

e. An inspection fee may be charged by any Agent program conducting an inspection on a mobile retail food establishment unit licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.

f. Current out-of-state mobile retail food establishments shall continue to maintain a DATCP-issued license unless the DATCP determines that the license should be held by another jurisdiction.

10. An Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the DATCP or other Agent jurisdictions for a transient retail food establishment. The following shall also apply:

a. The transient retail food establishment license shall be issued in the jurisdiction in which the operator is located, or the temporary event occurs.

b. Enforcement activities for all operations of the transient retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.

c. The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection.

d. An inspection fee may be charged by any Agent program conducting an inspection on a transient retail food establishment licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.

e. Current out-of-state transient retail food establishments shall continue to maintain a DATCP issued license unless the DATCP determines that the license should be held by another jurisdiction.

C. INSPECTIONS

The Agent Program sanitarians shall inspect all establishments covered in the contract for compliance with Wis. Stat. § 97.30, Subchs. III and IV of Wis. Stat. ch. 97, and Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.

1. The Agent Program shall follow standard inspection methods, procedures, policies and guidance documents as prescribed by the DATCP.

2. Each fiscal year the Agent shall conduct one routine inspection of each licensed establishment under its jurisdiction, except for vending machines and transient retail food establishments. The Agent may propose a different inspection frequency to the DATCP which may only be implemented if approved by the DATCP in writing. Examples include:

- a. Micro-market inspections.
- b. Tourist rooming houses.
- c. An inspection frequency based on risk, as long as the number of inspections performed equals the number of licenses issued by the jurisdiction.

3. The Agent Program shall perform a prelicensing inspection of a license applicant's establishment for compliance with all applicable rules, and statutes. The pre-licensing inspection shall be conducted before the applicant is issued a license and conducts business, except as specified for micro-markets in Wis. Stat. § 97.30 (2) (d).

4. The DATCP may conduct inspections at an establishment in the Agent Program's jurisdiction for all of the following purposes:

- a. Training or standardization of DATCP staff or Agent Program staff.
 - b. In response to an emergency.
 - c. For monitoring and evaluating the Agent Program’s licensing, inspection, and enforcement program.
 - d. At the request of the Agent Program.
5. Whenever feasible, the DATCP shall notify the Agent of the DATCP’s intent to inspect an establishment in the Agent program’s jurisdiction. The Agent may accompany the DATCP during such inspections.
6. The Agent may elect, in writing to the DATCP, to inspect vending machines.
7. The Agent shall give priority to pre-licensing inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.
8. A routine inspection shall be unannounced except when it is necessary that the owner or operator be present for the inspection, or when the Agent is conducting a follow-up inspection, reinspection or other activity where having the owner or operator present is important for continued compliance.
9. Every effort shall be made to conduct inspection activities during times when normal business practices and procedures can be observed to assess active managerial control.
10. If a routine inspection is performed in conjunction with another investigation, separate inspection reports shall be completed for the investigation and the routine inspection. Each report shall be signed by the environmental health inspection staff and the licensee, or licensee’s designated person in charge.
11. The Agent shall perform inspection duties required by, and in compliance with, the DATCP’s MOU’s. The DATCP will provide the Agent with a copy of each MOU it executes.
12. The Agent may, with written approval from the DATCP, enter into written contracts with other units of government or other persons to perform inspection activities related to enforcement responsibilities under this MOA. The Agent assumes ultimate responsibility for the

performance and quality of the inspections and for the enforcement of all applicable provisions of the Wisconsin Statutes and Administrative Code under this MOA.

13. The Agent shall not charge an inspection fee for a routine inspection of any establishment licensed by the Agent.

14. The Agent shall use the DATCP's electronic software program for conducting and documenting inspections unless prior approval had been granted prior to 2009. The DATCP will provide, maintain, and support this software. The Agent may be responsible for additional user licenses or development costs specific to the Agent's program.

D. INSPECTION DOCUMENTATION

The Agent shall complete inspection activities and reports as outlined in the DATCP's inspection documentation policy and procedure for retail, lodging, and recreational programs.

E. COMPLAINTS, FOODBORNE AND WATERBORNE DISEASE INVESTIGATIONS.

1. The Agent shall investigate every complaint that it receives against any licensee under its jurisdiction. The Agent shall prioritize and investigate complaints according to the procedures in this section and procedures adopted by the Agent program under the contract with the DATCP. The complaints shall be addressed in decreasing order of priority as follows:

a. An allegation indicating a serious or imminent public health hazard is associated with a licensee or establishment under the Agent Program's jurisdiction.

b. An allegation indicating a potential public health problem, that is neither a serious nor an imminent public health hazard, is associated with a licensee or establishment under the Agent Program's jurisdiction.

c. An allegation of a violation, not indicating a public health hazard, associated with a licensee or establishment under the Agent Program's jurisdiction.

2. The Agent shall notify and consult with the DATCP and other affected agencies having jurisdiction, as necessary, about complaints or foodborne or waterborne diseases that may be of significant concern to those agencies. The Agent Program shall coordinate complaint investigations,

as necessary, with other agencies having jurisdiction.

3. The Agent shall conduct an investigation if there is a complaint concerning a retail food establishment exempt from the requirement to hold a license, as defined in Wis. Admin. Code § ATCP 75.063, within its jurisdiction, or upon DATCP request.

4. Each complaint, and documentation of a complaint investigation, shall be physically or electronically linked with the establishment licensing and inspection information.

5. When the Agent receives information that indicates a foodborne or waterborne disease outbreak has occurred, the Agent shall conduct an investigation. In conducting the investigation, the Agent shall follow the criteria in Wisconsin's Foodborne and Waterborne Disease Outbreak Investigation Manual. The Agent shall conduct an investigation of the facility linked to the outbreak, as soon as epidemiological evidence links that facility with the outbreak. In addition:

a. The Agent shall notify the Department of Health Services' (DHS) Communicable Disease Epidemiology Section (CDES.)

b. The Agent shall notify the DATCP via the Emergency Responses mailbox.

datcpfoodcomplaintsemergencyresponse@wisconsin.gov

c. Upon the Agent's request, the DATCP shall assist in the investigation.

d. In the event the outbreak becomes cross-jurisdictional, the DATCP, in coordination with DHS CDES, will coordinate the activities of the Agent and other governmental agencies in order to most quickly and effectively end the outbreak.

e. In order for the DATCP to share foodborne illness outbreak information with the agent, the agent shall enter into a long-term Food, Feed and Cosmetic 20.88 agreement with the US Food and Drug Administration (FDA). This agreement allows FDA to share confidential commercial information (CCI), personal privacy information (PPI), and pre-decisional information (PDI) during a foodborne illness outbreak investigation. These agreements shall be completed and filed with the FDA.

6. The Agent, if requested by the DATCP, shall conduct effectiveness checks pertaining to

product recalls or other situations in which food must be removed from sale or service.

7. Agent participation and involvement with the National Environmental Assessment Reporting System (NEARS).

a. A NEARS investigation shall occur for any suspect foodborne illness outbreak associated with a retail food establishment.

b. DATCP will perform the NEARS investigation if the Agent does not have a NEARS certified sanitarian.

c. The agent shall accompany the DATCP during a NEARS investigation in their jurisdiction.

d. An Agent that has two or more foodborne illness outbreaks in its jurisdiction during the previous MOA period shall provide a NEARS certified sanitarian to conduct NEARS investigations in their jurisdiction. Only a NEARS certified sanitarian shall perform the NEARS investigation and complete the required documentation.

e. The DATCP shall assist in any NEARS investigation if requested by the Agent.

f. Any Agent is welcome to participate in NEARS by having a NEARS certified sanitarian even if the Agent does not meet criteria in par. d.

g. The DATCP NEARS coordinator shall follow up after the NEARS investigation to provide recommendations and discuss next steps in working with the establishment operator.

h. Upon request by the DATCP, the Agent shall provide an action plan to the department outlining the actions that will be taken with the retail food establishment operator to establish active managerial control over the food operation.

F. ENFORCEMENT

1. The Agent Program shall take necessary actions to enforce the provisions of Wis. Stat. § 97.30 and Subchs. III and IV of Wis. Stat. ch. 97 and related administrative rules in Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79, and any local ordinances or regulations, adopted pursuant to Wis. Stat. §§ 97.41 (7) and 97.615 (2) (g), for establishments over

which the Agent Program has been delegated authority under the MOA when an observation is made including, but not limited to, the following:

- a. An immediate danger to public health as required in Wis. Stat. §§ 97.12 and 97.65.
 - b. Noncompliance with written inspection orders.
 - c. Continued repeat violations noted on inspection reports.
 - d. Operating without the required establishment license.
2. Enforcement actions may include license revocation; license suspension; fines or civil forfeitures; temporary or final orders to close; temporary or final hold orders on equipment, food, processes, or establishments; and the placement of conditions on licenses or the voiding of a license.
3. The Agent Program shall maintain a written enforcement policy that is distributed to its inspection staff and shall make it available to the DATCP during evaluations, whenever it is substantively changed, or upon request.
4. The Agent Program shall notify the DATCP, in writing within 10 days, after taking any enforcement action against an establishment involving license suspension, license revocation, or court or administrative actions.
5. The Agent Program shall be responsible for costs incurred in enforcement actions taken in the Agent Program's jurisdiction.
6. If the DATCP has notified the Agent Program of deficiencies by any licensee, in complying with the enforcement provisions of this chapter or any other rules or statutes applicable under the contract, and the Agent Program does not act expeditiously or take effective action with the licensee, the DATCP may act, pursuant to Wis. Stat. §§ 97.12, and 97.65, to enforce compliance with this chapter.
7. The DATCP shall provide technical assistance to the Agent for enforcement activities upon the Agent's request.
8. The Agent program may deny, suspend, or revoke a license or impose conditions on a

license, as provided in Wis. Stat. § 93.06 (7) and (8). Except as otherwise provided by statute or rule, the suspension or revocation of a license shall comply with the prior notice requirements of Wis. Stat. § 227.51.

G. SAMPLING

1. The Agent shall take samples requested by the DATCP for routine sampling schedules or in association with a food or waterborne outbreak.
2. Routine sampling requested by the DATCP may include any of the following:
 - a. Monitoring sampling.
 - b. Surveillance sampling.
 - c. “For Cause” sampling.
3. The Agent Program may conduct any requested sample analyses in a laboratory certified by the DATCP, pursuant to Wis. Admin. Code ch. ATCP 77 for those analyses. All costs associated with collecting and analyzing these samples shall be assumed by the Agent Program.
4. The Agent Program shall share laboratory results with the DATCP.
5. If the Agent Program does not have the laboratory capability to perform required analyses, or chooses not to perform those analyses, it shall submit samples to the DATCP’s Bureau of Laboratory Services for analysis. The Agent Program shall assume the cost of collecting samples and shipping them to the DATCP’s laboratory. The DATCP shall assume the cost of the laboratory analysis of those samples.

H. STAFFING

1. The Agent Program shall have sufficient employees to implement the program according to the terms of this MOA.
2. The Agent program shall have an agreement in place with another Agent program(s) to provide coverage by a RS/REHS or RS-eligible sanitarian in the event of staffing shortages or in situations when staff are unavailable to perform inspectional duties for an extended period to fulfill the requirements under this MOA. The agreement shall detail the coverage for the following

activities until normal staffing coverage can be resumed:

- a. Preinspection of a new establishment.
- b. Food or waterborne illness investigation.
- c. Complaint investigation.
- d. Arrangement for routine inspection for periods of extended leave time i.e. medical or

military leave for periods greater than 6 months in length.

3. Except as specified in par. 6, each sanitarian employed by the Agent Program shall meet one of the following requirements:

- a. Is RS-eligible, which means having met one of the following criteria:

- i. Holding a baccalaureate or higher degree in environmental health from an accredited college or university and completing at least 30 semester or 45 quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.
- ii. Holding a baccalaureate or higher degree in physical or biological sciences from an accredited college or university and completing at least 30 semester or 45 quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.
- iii. Holding a baccalaureate or higher degree from an accredited college or university.
- iv. Holding an associate degree from an accredited college, community college or technical institute in environmental, physical, biological, or chemical sciences; or

- b. Is an RS in training; or

- c. Holds a valid Wisconsin Registered Sanitarian or REHS/RS credential.

4. The Agent Program shall employ at least one Registered Sanitarian to conduct inspections and supervise any inspectors or sanitarians who are not registered sanitarians. The Agent Program shall only hire sanitarians who are Registered Sanitarians or will become Registered Sanitarians within five years after the date of hire. Inspectors or sanitarians who were employed by the Agent Program prior to July 1, 2018, and are not eligible to become Registered Sanitarians within five years, shall perform inspections under the supervision of a Registered Sanitarian and

shall be deemed competent to perform inspections by passing standardization exercises.

5. Sanitarians unable to obtain their RS/REHS registration within 5-years after the date of hire cannot continue to perform inspectional work under this MOA, except as provided under par.

6.

6. Only Tourist Rooming House (TRH) inspections may be conducted by personnel who either do not have an RS credential or will not be eligible to obtain the RS credential within five years provided that:

- a. A RS-credentialed employee supervises the non-credentialed employees; and
- b. Each TRH license is inspected at least once every five years by an employee who has the RS credential or will be eligible to obtain the RS credential within five years; and
- c. A written plan of implementation and tracking for TRH inspections shall be provided to the DATCP for review and approval; and
- d. Each year, the TRH inspection tracking documentation shall be provided in the self-assessment for review by the DATCP.
- e. The individual conducting the TRH inspections has met the minimum training requirements for TRH inspections in the DATCP's training manual.

7. If an Agent Program loses its only Registered Sanitarian, the Agent Program shall hire a Registered Sanitarian replacement within 120 days or, upon the Agent's written request, the DATCP may allow the Agent additional time to hire a qualified replacement. A replacement who is not a Registered Sanitarian may be hired, if approved by the DATCP, if the Agent has a signed agreement with another Agent for a Registered Sanitarian to provide supervisory oversight and the replacement hire shall become a Registered Sanitarian within six months of being hired. A copy of the supervisory oversight contract shall be provided to the DATCP and shall include the amount of time allotted for oversight activities and what specific duties the supervising Registered Sanitarian will provide.

8. The Agent shall designate a sanitarian or Registered Sanitarian, as required by the

DATCP, to undergo the standardization exercise evaluating enforcement of Wis. Admin. Code ch. ATCP 75 Appendix as prescribed in the DATCP’s Standardization Manual. After successfully completing the exercises, the staff person shall be designated as the Agent Standard. As the DATCP develops standardization processes for programs other than the retail food program, the Agent will comply with the standardization process in those programs.

9. The Agent Standard shall perform DATCP-required exercises with the DATCP to maintain his or her status as the Agent Standard, as prescribed in the DATCP’s Standardization Manual.

10. The Agent Standard shall perform standardization and maintenance exercises with other sanitarians in their jurisdiction, using procedures specified by the DATCP’s Standardization Manual.

11. The Agent is required to send at least one sanitarian or Registered Sanitarian to attend training provided by the DATCP.

12. An employee of the Agent shall participate on DATCP rulemaking and policy advisory committees when requested.

13. The Agent may not permit an employee to conduct an inspection in a situation in which the employee, a member of his or her family, or an organization with which the employee is associated or has a financial interest or where the employee’s relationship with any person at the inspected establishment could cause the employee not to be able to conduct an objective, unbiased inspection.

14. The Agent Program is solely responsible for all employment–related issues involving the persons it employs in the program and for the actions or omissions of the Agent Program’s employees, except as otherwise provided by law.

15. Upon the Agent’s request, the DATCP shall provide technical assistance and training to Agent staff.

III. EDUCATIONAL OUTREACH

The Agent will cooperate with the DATCP in conducting training programs for licensees and employees of establishments located in its jurisdiction.

IV. REPORTS AND RECORDS.

A. The Agent shall maintain current records for each licensed facility within its jurisdiction. Records shall include the name, address, ID number and type of establishment or facility and contain at least the latest three years of inspection reports, follow-up investigation reports, reports of enforcement actions, confirmed complaint follow-ups and summaries, foodborne disease outbreak and follow-up investigation information, and approvals of variance requests, Hazard Analysis Critical Control Point (“HACCP”) plans and waivers.

B. The Agent shall use inspection report forms approved by the DATCP for all pre-licensing inspections, routine inspections, re-inspections, and follow-up inspections.

C. The Agent shall submit reports as requested by the DATCP. The DATCP may review or request a copy of any inspection report, correspondence, or order served on any licensee within the Agent’s jurisdiction; annual program budget reports, projections, and any other report the DATCP determines it needs to monitor the Agent’s performance, including, but not limited to, Center for Disease Control and Prevention (“CDC”) risk factor reports, self-assessments, or any other required reports, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g) or Wis. Admin. Code ch. ATCP 74.

D. The Agent Program shall accurately and completely document the cost of the Agent’s program that is administered under the contract with the DATCP. The cost may include direct costs for licensing, inspection, complaint handling and investigation, enforcement, information management, reporting, and any other activities carried out within the limits of the MOA with the DATCP. The costs may also include documented indirect costs normally associated with the program. These costs may include staff, equipment, facilities, contract service, and other documented costs allocated to the program. Upon request, the Agent shall provide copies of these records to the DATCP.

E. By September 30th of each year, the Agent shall give the DATCP a complete list of the

names and addresses of the licensees to whom licenses were issued by the Agent during the previous fiscal year. This reporting requirement is satisfied by the Agent's use of DATCP's electronic licensing and inspection software.

F. Within 10 days after the date on which it takes place, the Agent shall report to the DATCP, in writing, any change in the assignment of a supervisor of the environmental health inspection personnel who are not currently Wisconsin Registered Sanitarians/REHS and any change in the organization of the inspection staff, including authority line changes. If the Agent employs only one or two sanitarians, the Agent shall report any change in assignment of environmental health inspection personnel who are providing services under this Contract.

G. The Agent shall submit a completed CDC Risk Factor Tracking Sheet annually to the DATCP for the purpose of enabling the DATCP to determine the types of violations found in facilities throughout the State of Wisconsin. This reporting requirement is satisfied by the Agent's use of DATCP's electronic licensing and inspection software.

H. As required by Wis. Admin. Code ch. ATCP 74, the Agent shall maintain and keep readily available for use by inspection staff and review by the DATCP, a copy of its Agent Program Plan. The plan shall include, at a minimum, all the components identified in Wis. Admin. Code ch. ATCP 74 and any other information the DATCP requests in writing that it determines is necessary or relevant for its review of the plan. The minimum components include:

1. Employee positions that will issue licenses or conduct investigations and inspections.
2. Staffing and budget plans for issuing licenses, conducting investigations and inspections, providing technical assistance, and enforcing applicable state statutes and rules and local ordinances.
3. A list of the licenses that may be issued by the Agent. A local ordinance may combine and expand license categories, so long as those categories include all of the types of establishments that shall be licensed under this MOA.
4. A list of the fees to be charged by the Agent to licensees. A local ordinance may establish

local license fees that differ from fees charged under Wis. Admin. Code chs. ATPCP 72, 73, 75 and its Appendix, 76, 78, and 79, for licenses issued by the DATCP. All license fees shall be based on the Agent's reasonable program costs, pursuant to Wis. Stat. § 97.41 (4).

5. A description of the inspection and enforcement program to be implemented by the Agent, including a copy of applicable village, city, or county ordinances or regulations.

6. Procedures to ensure cooperation between the Agent and appropriate federal, state, local, and tribal agencies in the event of a natural disaster or other emergency.

7. Procedures for investigating complaints concerning licensees under this Contract and unlicensed activity that may require licensing and inspection.

8. Procedures for notifying the DATCP when the Agent receives information or a complaint concerning an establishment that may need to be licensed or inspected by the DATCP within the Agent's geographical area.

9. Procedures, including cooperation with the DATCP, for investigating reports of suspected foodborne disease.

10. Procedures to ensure the time period within which the Agent will make a determination on an application for a license does not exceed 30 days following receipt of a complete application.

11. Any other information that the DATCP may reasonably require for its review of the Agent's program plan.

V. ANNUAL REVIEW

A. At least annually, the Agent shall review DATCP policy and procedures relevant to the Agent MOA with DATCP, monitor their jurisdictions website to ensure all documents and links pertaining to the programs under this MOA are current, and review the Agent Program Plan and all educational information and forms created by the Agent in connection with this MOA.

B. The agent shall document that each staff person performing work under this MOA has completed an annual review of DATCP policy and procedures and documentation indicating the staff that reviewed the agent plan and jurisdictions website. This documentation shall be provided upon

request to DATCP.

VI. REIMBURSEMENT TO THE DATCP FOR STATE FEES COLLECTED BY AGENT

A. The Agent shall reimburse the DATCP for the state fees from the license fees the Agent collects, as provided under sub. B.

B. The state fees shall not exceed 20% of the state license fees the DATCP sets by administrative rule for the types of facilities for which the Agent issues licenses. The calculation of the state fees is based on state license fees only, not preinspection, reinspection and inspection fees.

C. As of July 1, 2024, the state fees are 12% of the state license fees. The DATCP may increase the state fees up to 20% of the state license fees by announcing a change in the percentage one year prior to the licensing year for which the change applies. Retail food, lodging, and recreational establishment license fee reimbursement shall be:

1. A fee equal to 12% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

2. Starting July 1, 2025, A fee equal to 13% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

3. Starting July 1, 2026, A fee equal to 14% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

4. Starting July 1, 2027, A fee equal to 15% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

5. A fee equal to 20% of the applicable state license, regardless of the license fee actually charged by the Agent, if the Agent fails to submit the Agent reimbursement or the annual self-assessment as required under Section IX, to the DATCP, by September 30 of that year. A fee payment

under this paragraph does not exempt the Agent from the duty to prepare and submit an annual self-assessment.

D. The DATCP shall provide the Agent with a reimbursement summary form to be used by the Agent to identify all the facilities for which the Agent has issued licenses during the licensing year. The summary shall be formatted by the Agent to include the complexity assessment rating assigned to each retail food establishment licensed during the licensing year.

E. State fees for each licensee shall be based on the state license fee, determined by the license category as follows:

1. Retail Food Establishments - using Wis. Admin. Code § ATCP 75.08 Table B.
2. Lodging and Recreation Facilities – using Wis. Admin. Code chs. ATCP 72, 73, 76, 78 and 79.

F. No later than September 30 of each year, the Agent shall return the completed summary form and reimburse the DATCP for the state fees.

G. If the Agent Program has contracted with the DATCP, pursuant to Wis. Stat. § 97.41 and Wis. Admin. Code § ATCP 74.06, for the DATCP to collect fees and issue licenses, the Agent Program shall pay the DATCP for the actual cost of providing these services.

VII. REIMBURSEMENT BY THE DATCP FOR VENDING INSPECTIONS

A. The Agent shall submit a list of vending machine inspections it conducted during the previous fiscal year to the DATCP, no later than September 30 unless the DATCP in its sole discretion extends the deadline for submission, to receive reimbursement from the DATCP for performing the inspections.

B. No later than September 30 of the next fiscal year, the DATCP shall reimburse the Agent for inspections of vending machines during the previous fiscal year, as required in Wis. Stat. § 97.615 (1). If the DATCP extends the deadline for submitting inspection information, the DATCP may reimburse the Agent up to 30 days after receiving this information. The reimbursement amount for vending machine inspections is the portion that remains after deducting the DATCP's clerical and automated licensing processing costs from the license fee.

C. Fee reimbursements for the inspection of vending machines moved from one Agent's jurisdiction to another Agent's jurisdiction will be credited to the Agent making the first inspection during the fiscal year.

VIII. COSTS

The total license fees the Agent collects may not exceed the Agent's reasonable costs of issuing licenses to, making investigations and inspections of, and providing education, training and technical assistance to licensed establishments, plus the state fees.

IX. EVALUATION AND TRAINING

A. At least once each year, the Agent Program shall submit a self-assessment in a format determined by the DATCP by September 30th. The DATCP may waive the self-assessment requirement in a year where the DATCP conducts an evaluation. The DATCP shall evaluate the Agent Program based on the following required information in the self-assessment:

1. The Agent Program's compliance with the MOA terms.
2. The Agent Program's progress in meeting program standards adopted by the DATCP.
3. The Agent Program's records and reports required pursuant to Wis. Admin. Code § ATCP 74.20.

B. The DATCP shall conduct an evaluation, at least once every three years, to assess the Agent's compliance with the provisions of this MOA, program standards set by the DATCP, and applicable statutes and administrative rules. The DATCP may conduct the evaluation process at any reasonable time and shall give the Agent reasonable advance notice. The evaluation process shall include an office component and a field component. The office component shall include, but is not limited to, review of the agent program plan, ordinances, regulations, inspection reports, complaints, budget information, and other required documentation. The field component shall include DATCP personnel performing maintenance standardization with the sanitarian who is the Agent Standard, as well as evaluating other sanitarians, if applicable.

C. In addition to the required evaluation, the DATCP may perform additional evaluations of the Agent's performance at any reasonable time with reasonable advance notice.

D. The DATCP shall provide the Agent program with the DATCP's written findings based on the review of the self-assessment or an evaluation. The DATCP may, as deemed necessary, increase the evaluation frequency.

E. The Agent shall submit to the DATCP any required corrective action plan detailing how the Agent will meet MOA requirements.

F. The DATCP shall review the corrective action plan and may make additional comments or approve the corrective action plan if deemed acceptable.

G. The Agent shall document progress on the approved corrective action plan on their next one or two yearly self-assessments as necessary.

H. The Agent shall incorporate the approved corrective action plan in its Agent Program Plan.

I. If the Agent fails to meet the conditions specified in the corrective action plan, the DATCP shall:

1. Notify the Agent, in writing, of the deficiencies in meeting the corrective action plan and place the MOA in a conditional status with a deadline for the Agent to meet the corrective action plan conditions.

2. Remove conditional status of the MOA if deficiencies are corrected within the conditional time period.

3. Notify the Agent of its intent to terminate the MOA and revoke Agent status, as provided pursuant to Wis. Admin. Code § ATCP 74.26 if deficiencies remain uncorrected after a conditional deadline has passed.

4. The Agent may request a hearing on the termination in writing, as provided in Wis. Admin. Code § ATCP 1.03 (3), with the request including the information required in Wis. Admin. Code § ATCP 1.06. The DATCP shall hold a hearing, if requested by Agent, within 15 days after the DATCP receives the request, unless the Agent agrees to a different date.

J. Notwithstanding these provisions, the DATCP may exercise its right to immediately suspend a MOA, pursuant to Wis. Admin. Code § ATCP 74.26 (3), to protect public health or safety.

X. NONDISCRIMINATION

A. In connection with the performance of work under this MOA, the Agent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Agent shall take affirmative action to ensure equal employment opportunities. The Agent shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DATCP setting forth the provisions of the nondiscrimination clause.

B. Pursuant to s. 16.75(10p), Wis. Stats., Agent agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with an organization that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

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

D. The DATCP assumes no liability for the job safety or welfare of the Agent employees, or for the actions or omissions of the Agent employees relating to the administration of the retail food and recreational program, except as otherwise provided by law.

XI. PRIVACY AND CONFIDENTIAL INFORMATION

A. Definitions: The following definitions apply to this section.

1. “Confidential Information” : means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this MOA, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria:

- a. Personally Identifiable Information as defined in sub. 2;
- b. Information not subject to disclosure under Wis. Stat. ch. 19, Subch. II, Public Records and Property, that is related to the DATCP’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or
- c. Information expressly designated as confidential in writing by the DATCP.

2. “Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with, and linked to, any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

- a. The individual’s Social Security number;
- b. The individual’s Driver’s License number or state identification number;
- c. The number of the individual’s financial account, including a credit or debit card account number or any security code, access code, or password that would permit access to the individual’s financial account;
- d. The individual’s DNA profile; or
- e. The individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

3. “Corrective Action Plan” means a plan, developed by the Agent and approved by the DATCP, that the Agent must follow in the event of any threatened or actual use or disclosure of any

Confidential Information not specifically authorized by this MOA, or in the event that any Confidential Information is lost or cannot be accounted for by the Agent.

B. Duty of Non-Disclosure and Security Precautions

1. The Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in this MOA and all related and necessary actions taken in fulfillment of the obligations thereunder. The Agent shall not disclose such Confidential Information to any persons other than those Agent Representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this MOA and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this MOA. The Agent shall be responsible for the breach of this MOA by any said Representatives.

2. The Agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation or transmission, whether physically or electronically.

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

4. The Agent shall return to the DATCP all Personally Identifiable Information it maintains, possesses or controls, collected on behalf of this MOA, upon termination of this MOA and shall destroy all copies.

C. Legal Disclosure. If Agent or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, the Agent shall give the DATCP's Office of Legal Counsel prompt notice thereof (unless it has a legal

obligation to the contrary) to allow the DATCP to inspect the Confidential Information and seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Agent and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature. Agent or its representatives shall not be obligated to wait on any action or inaction by the DATCP, under this section, at any time when Agent is required to release information under other authority of law.

D. Unauthorized Use, Disclosure or Loss

1. Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this MOA, or that any Confidential Information has been lost or is unaccounted for, the Agent shall notify the DATCP's Office of Legal Counsel of the problem. Such notice shall include, to the best of the local Agent's knowledge at that time, the persons affected, their identities and the Confidential Information disclosed.

2. The Agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The Agent shall cooperate with the DATCP's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such threatened or actual breach, or to recover the Confidential Information, including complying with a Corrective Action Plan.

XII. TERM, TERMINATION, REVOCATION OR SUSPENSION OF AGENT MOA

A. The term of this MOA shall be a period of three years, commencing on the effective date set forth above.

B. TERMINATION. The DATCP or the Agent may terminate this MOA upon 90 days written notice to the other party. The notice shall specify the reasons for termination and the last day the Agent will have Agent status. By such termination, no party may nullify obligations incurred prior to the effective date of termination. The 90 days' notice requirement may be waived by mutual written consent of the parties.

C. REVOCATION. If the DATCP finds that the Agent has failed to comply with the

requirements for Agent status under Wis. Stat. §§ 97.41(2) or 97.615 (2) (b), Wis. Admin. Code ch. ATPC 74, or the terms and conditions of this MOA, the DATCP may revoke Agent status, as provided by statute, upon 90 days written notice to the Agent. The notice shall specify the reasons for revocation and the last day that the Agent will have Agent status.

D. **SUSPENSION.** If the DATCP finds that suspension of this MOA is necessary to protect the public's health or safety, the DATCP may immediately suspend this MOA upon notice to the Agent. The Agent may request a hearing on the suspension in writing, as provided in Wis. Admin. Code § ATPC 1.03 (3), including the information required in Wis. Admin. Code § ATPC 1.06. The DATCP shall hold a hearing, if requested by Agent, within 15 days after the DATCP receives the request, unless the Agent agrees to a different date. The suspension shall remain in effect until the final hearing decision is issued.

E. **REIMBURSEMENT UPON TERMINATION OR REVOCATION:**

1. **Vending:** If this MOA is terminated or revoked, the Agent shall receive reimbursement for inspections of vending machines performed under the MOA up to and including the date of termination or revocation.

2. **Other Licenses:** If this MOA is terminated or revoked, the Agent shall reimburse the DATCP for the prorated amount, for the remainder of the fiscal year, of all license fees received by the Agent. The reimbursement shall be based on this formula: Days left in fiscal year/365 times the state license fees for all the establishments the Agent has licensed.

F. **TRANSFER OF RECORDS.** Upon termination or revocation of this MOA, the Agent shall transfer all inspection and enforcement records to the DATCP.

IN WITNESS WHEREOF, DATCP and **DePere Department of Public Health** have executed this MOA as of the date this MOA is signed by DATCP. This MOA may be executed in multiple originals, which together shall constitute a single agreement. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. ch. 137 to execute this MOA.

DePere Department of Public Health

DEPARTMENT OF
AGRICULTURE, TRADE AND
CONSUMER PROTECTION

BY: _____
[Name of Signatory]

BY: _____
Adam Brock

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: _____

RESOLUTION #25-08

REGARDING DE PERE PARKS, RECREATION & FORESTRY
PARK AND FACILITIES RENTALS, RECREATION PROGRAMS, AQUATICS
AND COMMUNITY CENTER 2025 FEES

WHEREAS, the Common Council wishes to establish revised fees for services described herein.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the attached revised fees for such services as are to be provided by the De Pere Parks, Recreation and Forestry Department in 2025.

BE IT FURTHER RESOLVED THAT:

Such fees established hereunder shall be effective January 22, 2025.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes _____

Nays _____

De Pere Park, Recreation & Forestry
Park and Facilities Rental Fees
2025 Fees

Park Shelters			
	Resident	Non-Resident	
Outdoor/Indoor Shelters (Friday, Saturday, Sunday and Holidays)	\$152.00	\$172.00	
Outdoor/Indoor Shelters (Monday - Thursday)	\$73.00	\$93.00	

Park and Facility Rental Fees			
	City Sponsored Youth Groups	Non-Revenue Generating Organizations and De Pere Service Groups	All Other Groups
Softball / Baseball Fields (per field) Note: Special field marking is not provided. Chalk and machine are provided on-site in locations. If field must be marked, additional charges will be applied based on time and materials.	Rental Fees Waived	\$8.50 per hour or \$80.00 per day (lights included)	\$19.00 per hour or \$142.00 per day (Lights - additional \$30.00/day) Long term rentals (5 or more dates) \$16.00 per hour
Soccer / Football Fields (per field) Note: Special field marking is not provided. If field must be marked, additional charges will be applied based on time and materials.	Rental Fees Waived	\$8.50 per hour or \$80.00 per day (lights included)	\$19.00 per hour or \$157.00 per day (Lights - additional \$30.00/day) Long term rentals (5 or more dates) \$16.00 per hour
Tennis Courts (battery of 2 - 3 courts)		\$47.00	\$141.00
Boat Launches (ramps open to public)		\$75.00	\$152.00
Parks (only Fairgrounds, Legion, VFW and Voyageur)		\$220.00 per day; shelters extra charge	\$420.00 per day; shelters extra charge
Swimming Pools (contact department for availability and rates)			

Spring / Fall Tree Planting		
	Fee	
Spring / Fall Tree Planting (plus Tax)	\$147.00	\$155.09 including tax

Permits	
	Fee
Canine Goose Patrol	no fee established
Possession of Intoxicating Liquor in Park	no fee established
Park Private Vendor Permit	\$630.00
Plant removal and Maintenance	no fee established
Permit to Trim Trees	no fee established
Permit to Prevent Access of Air and Water to Roots of Tree, Plant or Shrub in Public Highway or Place	no fee established
Attachment to Trees	to be established
Planting Trees on Streets	no fee established
Boat Launch - Annual Permit (established by separate resolution)	\$60.00
Boat Launch - Additional Vehicle (established by separate resolution)	\$6.00 per vehicle
Boat Launch - Daily Permit (established by separate resolution)	\$6.00
Voyageur Park - Overnight Boat Docking	\$16.00
Revocable Occupancy Permit for encroachment/obstructions upon park property	\$32.00

Banner Placement	
Claude Allouez Bridge Deposit	\$105.00
Over Third and Reid Street Deposit	\$105.00
Existing Poles in City Right of Way Deposit	\$105.00

De Pere Park, Recreation & Forestry

Recreation Programs

2025 Fees

Recreation - YOUTH PROGRAMS				
	Resident	Non-Resident	Resident & Resident	Non-
Program Cancellation Fee	\$9.50 per class/registrant			
Cookies and Cocoa Bingo	\$7.00	\$7.00		
Oodles of Art	\$51.00	\$71.00		
Candy Making Workshop	\$16.00	\$32.00		
Art In the Park	\$13.00	\$26.00		
Teddy Bear Picnic	\$13.00	\$26.00		
Preschoolers in the Park	\$11.00	\$22.00		
Badges and Bobbers	\$6.00	\$6.00		
Oodles of Art - Workshop	\$13.00	\$26.00		
Cookie Decorating Workshop	\$13.00	\$26.00		
Holiday Workshops	\$13.00	\$26.00		
Mini Camps	\$29.00	\$49.00		
Learning Tree Adventures	\$171.00	\$191.00		
Kamp Kinder Adventure	\$69.00	\$89.00		
Sports'tacular (6 weeks)	\$30.00	\$50.00		
Sports'tacular (8 weeks)	\$37.00	\$57.00		
YEL Camp - Chess	\$149.00	\$169.00		
YEL Camp - Lego	\$149.00	\$169.00		
YEL Camp - Extreme Engineers	\$63.00	\$83.00		
Art Expressions	\$49.00	\$69.00		
Art Expression Holiday Workshop	\$14.00	\$28.00		
Art Explosion	\$51.00	\$71.00		
Tea Parties	\$14.00	\$28.00		
Firefighter Friends	\$9.00	\$18.00		
Tumblebees (8 weeks)	\$31.00	\$51.00		
Tumblebees (12 weeks)	\$45.00	\$65.00		
Tiny Tumblers (8 weeks)	\$36.00	\$56.00		
Tiny Tumblers (12 weeks)	\$61.00	\$81.00		
Little Yogis	\$35.00	\$55.00		
Dance with Ribbons Camp	\$20.00	\$40.00		
Twirl Team	\$184.00	\$204.00		
Summer Pom Clinic	\$34.00	\$54.00		
Pom & Dance	\$168.00	\$188.00		
Intro to Dance	\$41.00	\$61.00		
Youth Dance	\$189.00	\$209.00		
ABC, 123 Dance with Me	\$33.00	\$53.00		
Summer Dance Pre-Ballet (3-4 yrs)	\$36.00	\$56.00		
Summer Dance Tap/Ballet/Hip Hop/Jazz	\$44.00	\$64.00		
Little Ninjas (12 weeks)	\$58.00	\$78.00		
Little Ninjas (11 weeks)	\$54.00	\$74.00		
Tennis Lessons - Youth	\$61.00	\$81.00		
Youth Tennis Tournament (dbl-elim)	\$15.75	\$19/doubles		
Youth Flag Football League	\$55.00	\$75.00		
Youth Flag Football Late Fee			\$13.00	
Pee Wee Flag Football	\$34.00	\$54.00		

Recreation Programs

Recreation - KIDZ ZONE			
	Resident	Non-Resident	Resident & Non-Resident
Registration Fee			\$42.00
Cancellation Fee 2 week notice			(retain fee for 2 weeks)
Early Release Days Per Participant			\$20.00
All Fees for Kidz Zone are per participant/per week			
Full Time (4-5 days/wk) Before School			\$49.00
Full Time (4-5 days/wk) After School			\$60.00
Full Time (4-5 days/wk) Before & After School			\$99.00
Part-Time (3 days/wk or less) Before School			\$35.00
Part-Time (3 days/wk or less) After School			\$42.00
Part-Time (3 days/wk or less) Before & After School			\$72.00
Kid's Day Camps	\$39.00	\$59.00	

Recreation - SUMMER CAMP			
	Resident	Non-Resident	Resident & Non-Resident
Registration Fee Per Participant			\$42.00
Cancellation Fee for one week/Per Participant (with 2 week notice)			\$44.00
Cancellation Fee for all additional weeks/Per Participant (with 2 week notice)			\$72.00
Weekly Camp Fee	\$174.00	\$194.00	
Half Day/4th of July Week	\$143.00	\$163.00	

Recreation - SUMMER PLAYGROUNDS			
			Resident & Non-Resident
Playground Program			\$22.00
Kids Night Out - Rule the Pool			\$5.00
Summer Carnival			\$0.25
Movie in the Park			Free
Park Playground Bingo			\$1.00

Recreation - FAMILY PROGRAMS			
	Resident	Non-Resident	Senior Citizen Resident
Parent Child Dance/Per Person	\$17.00	\$17.00	
Puzzle Mania/Per Team	\$26.00	\$26.00	
Tae Kwon Do (12 weeks)	\$74.00	\$94.00	\$56.00
Tae Kwon Do (11 weeks)	\$68.00	\$88.00	\$51.00
Introduction to Tae Kwon Do (12 weeks)	\$68.00	\$88.00	
Introduction to Tae Kwon Do (11 weeks)	\$63.00	\$83.00	
Women's Self Defense	\$14.00	\$28.00	

Recreation - ADULT/SENIOR PROGRAMS			
	Resident	Non-Resident	Senior Citizen Resident
Watercolor Group	\$33.00	\$33.00	
Watercolor Group after June 30	\$24.00	\$24.00	\$24.00
Stained Glass (6 weeks)	\$60.00	\$80.00	\$45.00
Stained Glass (8 weeks)	\$79.00	\$99.00	\$60.00
Studio Oil Paint	\$90.00	\$110.00	\$68.00
Painter's Paradise	\$22.00	\$22.00	\$22.00
Tennis	\$61.00	\$81.00	\$46.00
Yoga (7 weeks)	\$51.00	\$71.00	\$39.00
Yoga (6 weeks)	\$45.00	\$65.00	\$35.00
Gentle Chair Yoga	\$45.00	\$65.00	\$35.00
Restorative Yoga (7 weeks)	\$51.00	\$71.00	\$39.00
Restorative Yoga (6 weeks)	\$45.00	\$65.00	\$35.00
Yin Restorative Yoga (7 weeks)	\$51.00	\$71.00	\$39.00
Yin Restorative Yoga (6 weeks)	\$45.00	\$65.00	\$35.00
Yin Yoga (7 weeks)	\$51.00	\$71.00	\$39.00
Yin Yoga (6 weeks)	\$45.00	\$65.00	\$35.00
Core Strength (7 weeks)	\$45.00	\$65.00	\$35.00
Core Strength (6 weeks)	\$40.00	\$60.00	\$30.00
Strength & Cardio (7 weeks)	\$37.00	\$57.00	\$28.00
Strength & Cardio (6 weeks)	\$32.00	\$52.00	\$24.00
Zumba (45 min.) (7 weeks)	\$37.00	\$57.00	\$28.00
Zumba (45 min.) (6 weeks)	\$32.00	\$52.00	\$24.00
Zumba (60 min.) (7 weeks)	\$42.00	\$62.00	\$32.00
Zumba (60 min.) (6 weeks)	\$37.00	\$57.00	\$28.00
Cardio Gold (7 weeks)	\$37.00	\$57.00	\$28.00
Cardio Gold (6 weeks)	\$32.00	\$52.00	\$24.00
Cardio Gold Strength Training (7 weeks)	\$37.00	\$57.00	\$28.00
Cardio Gold Strength Training (6 weeks)	\$32.00	\$52.00	\$24.00
Meditative Fusion	\$55.00	\$75.00	\$42.00
Tai Chi (7 weeks)	\$37.00	\$57.00	\$28.00
Tai Chi (6 weeks)	\$32.00	\$52.00	\$24.00
Drop-in Fees for Fitness Classes (1 hr.)	\$12.00	\$12.00	\$12.00
Drop-in Fees for Fitness Classes (45 min.)	\$10.00	\$10.00	\$10.00

Recreation Programs

Drop-in Fees for Fitness Classes (30 min.)	\$8.00	\$8.00	\$8.00
Luncheons/Bingos	\$9.00	\$9.00	
Music Shows	\$8.00	\$8.00	
Senior Picnic	\$6.00	\$6.00	
Friday Bingo	\$6.00	\$6.00	
Cribbage Tournament/Team	\$30.00	\$30.00	

Recreation - ADULT LEAGUES

	Resident	Non-Resident	Team Fee
Kickball	\$24.00	\$44.00	\$163.00
Softball - Summer	\$37.00	\$57.00	\$281.00
Softball - Fall	\$24.00	\$44.00	\$163.00
Basketball - Officiated	\$44.00	\$64.00	\$573.00
Basketball - Self Officiated	\$44.00	\$64.00	\$65.00
	Resident	Non-Resident	Senior Citizen Resident
Pickleball - League	\$16.00	\$32.00	\$12.00
Indoor Pickleball	\$53.00	\$73.00	\$40.00

De Pere Park, Recreation & Forestry
Swimming Pools
2025 Fees

Summer Pools

Daily Admission

	Legion	VFW	Both Pools
Infant (0-2 years old)	\$2.00	\$3.00	NA
Single (3-59 years old)	\$5.00	\$7.00	NA
Senior (60+ years old)	\$4.00	\$5.00	NA
Lap Swim	NA	NA	\$4.00

Season Pool Passes

Legion Only	Pre-Season Swim Passes		In-Season Swim Passes	
Season Pool Passes	Resident	Non-Resident	Resident	Non-Resident
Individual	\$40.00	\$84.00	\$55.00	\$116.00
Family	\$80.00	\$168.00	\$95.00	\$200.00
Senior	\$30.00	\$84.00	\$45.00	\$116.00
Additional Dependent	\$8/dependent			

Legion & VFW	Pre-Season Swim Passes		In-Season Swim Passes	
Season Pool Passes	Resident	Non-Resident	Resident	Non-Resident
Individual	\$53.00	\$111.00	\$68.00	\$143.00
Family	\$113.00	\$237.00	\$128.00	\$269.00
Senior	\$40.00	\$111.00	\$55.00	\$143.00
Additional Dependent	\$8/dependent			

Legion & VFW		
Lap Swim Pool Pass	Resident	Non-Resident
Individual	\$50.00	\$105.00
Senior	\$38.00	\$105.00

Inseason resident rates are increased by \$15
Non-Res fees are +110% the resident rate.
Res-Senior rates are 75% the resident rate
All rates are based on the resident ind./family
preseason rates initially & updated from there

Pool Facility Rental Fees

Base Facility Rental Fee Per Hour				
Number of Attendees	Legion Main Pool	Legion Tot Pool	VFW Main Pool	VFW Tot Pool
1-60	\$130.00	\$60.00	\$200.00	\$85.00
61-136	\$160.00	NA	\$240.00	NA
137-236	\$190.00	NA	\$270.00	NA
237-336	NA	NA	\$300.00	NA

Additional Rental Service Fees Per Hour (unless otherwise noted)

Services	Legion Pool		VFW Pool	
Concessions (60 or less attendees)	\$35.00	Tot pool fee waived with rental of main pool.	\$35.00	Tot pool fee reduced to \$35/hour with main pool rental
Concessions (61+ attendees)	\$70.00		\$70.00	
Water Slides	NA		\$35.00	
Inflatables (per rental, not per hour)	\$60.00		NA	
Party Room Rental	NA		\$35.00	
Additional Staff (each)	\$35.00		\$35.00	

Party Room & Packages

Attendees	Legion Pool	VFW Pool	Meal Add-On:	Party Room VFW Only
	Party Package	Party Package	Option 1	
1-12	\$60.00	\$84.00	\$72.00	+\$35/hour
13-20	\$100.00	\$140.00	\$120.00	+\$35/hour
Additional guests	\$5 ea	\$7 ea	+\$6.75 ea	NA

Aquatics - Programs

Youth Swim Lessons	Resident	Non-Resident
Summer Group Swim Lessons	\$47.00	\$67.00
Private Swim Lessons - 4 pack	\$100.00	\$120.00
Private Swim Lessons - 8 pack	\$190.00	\$210.00
Additional Private Lesson Fee	\$30.00	\$30.00
SH Parent Child (7 weeks)	\$44.00	\$64.00
SH Parent Child (6 weeks)	\$40.00	\$60.00
Competitive Swim Class	\$187.00	\$207.00

Adult Fitness	Resident	Non-Resident	Senior Resident
Masters Swim Program	\$50.00	\$70.00	\$38.00
Summer Water Aerobics (4 weeks)	\$58.00	\$78.00	\$44.00
Summer Water Aerobics (3 weeks)	\$43.00	\$63.00	\$32.00
SH Water Fitness (7 weeks)	\$49.00	\$69.00	\$37.00
SH Water Fitness (6 weeks)	\$43.00	\$63.00	\$32.00

**De Pere Park, Recreation & Forestry
De Pere Community Center**

2025 Fees

Room Reservations

	Resident	Non-Resident	Resident & Non-Resident
Large Activity Rooms with Kitchens/Four Hour Rental	\$195.00	\$245.00	
Meeting Rooms/Four Hour Rental	\$95.00	\$145.00	
Meeting Rooms/Additional Hours			\$30.00/hr
Large Activity Rooms/Additional Hours			\$55.00/hr
Set up/Take Down/Clean Up Fee Per Hour			\$85.00
Additional Cleaning Fee Per Hour			\$75.00
Call-In Fee Assistance Per Time			\$75.00
On-Site Call-In Fee Per Time			\$150.00; \$75/hr. after 2 hours
Reservation Cancellation Fee Per Time			\$45.00
Reservation Room Change Fee Per Time			\$25.00
Damage to City Property			Cost + Labor
Security Deposit		\$250 Small Rm./\$500 Large Rm./Any rental beyond 9pm +\$200	
Game Room Security Deposit			\$150.00
Security Deposit for Non-Profit or Youth Organizations Flat Rate			\$150.00
Birthday Parties (\$100 minimum)			n/a

Storage Bins/Cabinets/Audio-Visual Equipment

	Resident	Non-Resident	Resident & Non-Resident
Storage Bins 6 month minimum			\$95.00
Storage Bins Per Year			\$190.00
Cabinets Per Month			\$16.00
TV, VCR, DVD Player (Per Unit)			\$20.00
35mm Slide Projector (Per Unit)			\$18.00
Overhead Projector (Per Unit)			\$18.00
Cordless Microphone (Per Unit)			\$20.00
Conference Phone (Per Unit)			\$18.00
LCD Projector/Digital Presenter (Per Unit)			\$40.00
HDMI Cable Security Deposit			\$100.00

Contracted Rental Agreements

Brown County Per Month	N/A		
Freezer/Year	N/A		



City of De Pere, Wisconsin

1.20

Request for Common Council Action

MEETING DATE: January 21, 2025
DEPARTMENT: Finance
FROM: Pamela Manley, Finance Director-Treasurer
SUBJECT: Resolution #25-09 Resolution Authorizing Representatives to Declare Official Intent for Reimbursement for Federal Tax Law Purposes.

ATTACHMENTS:

Authorizing Representatives to Declare Official Intent for Reimbursement, Reso25-09

CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: January 14, 2025

RE: Authorizing Representatives to Declare Official Intent for Reimbursement

A resolution was approved back on March 21, 2023, authorizing the City Administrator to be the City's Authorizing Representative. This authorized this position to sign a Declaration of Official Intent for Reimbursement allowing the City to be reimbursed for projects that were paid for prior to the annual borrowing done in the summer. With the change from City Administrator to City Manager at the beginning of this year it was determined that a new resolution was needed. In discussions with the City Manager, it was determined to also add the Finance Director as an Authorized Representative.

Please feel free to contact me prior to the meeting with any questions.

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

January 21, 2025

Resolution No. 25-09

**Resolution Authorizing Representatives to
Declare Official Intent for Reimbursement for Federal Tax Law Purposes**

RECITALS

The Common Council (the “**Governing Body**”) of the City of De Pere, Wisconsin (the “**City**”) makes the following findings and determinations:

A. The City from time to time pays for costs of municipal projects using funds on hand and then borrows to provide permanent financing for the projects, reimbursing itself for the earlier payments.

B. If the City wishes to reimburse itself for an earlier payment using the proceeds of a tax-exempt borrowing, or if the City wishes to preserve its ability to refund on a tax-exempt basis taxable debt that will be used to reimburse an earlier payment, then federal tax law requires that the City declare its intent to do so (a “**Declaration of Official Intent**”) not later than 60 days after the date the payment was made.

C. The City is advised by bond counsel that, with certain exceptions for preliminary expenditures, under the applicable federal tax regulations no expenditure made with respect to any property or project may be reimbursed from the proceeds of a tax-exempt state or local borrowing if such obligations are issued more than 18 months after the later of (i) the date that the original expenditure with respect to such property or project was paid or (ii) the date that such property or project is placed in service. In addition, the date that any such expenditure is so reimbursed may not be more than three years after the original expenditure date unless, in the case of a construction project, a licensed architect or engineer and the City certify that at least five years is necessary to complete the project.

D. The Governing Body wishes to authorize one or more persons to make Declarations of Official Intent on the City’s behalf when appropriate to preserve the City’s ability to use proceeds of a tax-exempt borrowing to reimburse itself for costs paid before the borrowing, or to refund taxable debt that was used to reimburse costs paid before that borrowing.

Resolutions

The Governing Body resolves as follows:

Section 1. Authorization to Declare Official Intent.

The City Manager and the Finance Director, each acting alone (each an “**Authorized Representative**”), and any employee of the City designated by an Authorized Representative, are each hereby designated as an authorized representative of the City, for purposes of Treasury Regulations Section 1.150-2, as amended from time to time (the “**Reimbursement Regulations**”), to make Declarations of Official Intent for reimbursement on behalf of the City.

Section 2. Records.

Each Authorized Representative, and any employee of the City designated by an Authorized Representative, are hereby directed to maintain a written record of each Declaration of Official Intent for so long as the related borrowing is outstanding.

Section 3. Further Authorizations.

Each Authorized Representative, and any employee of the City designated by an Authorized Representative, are hereby authorized to take such further actions as may be necessary or useful to comply with the Reimbursement Regulations.

Section 4. Effective Date.

This Resolution shall take effect immediately upon its adoption in the manner provided by law and shall supersede any prior resolutions with respect to the authorizations herein.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2025.

James G. Boyd, Mayor

Carey E. Danen, City Clerk

CERTIFICATIONS BY CLERK

I, Carey E. Danen, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**City**”), and as such I have in my possession, or have access to, the complete corporate records of said City and of its Common Council (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

Resolution Authorizing Representatives to Declare Official Intent for Reimbursement for Federal Tax Law Purposes

I do hereby further certify as follows:

1. **Meeting Date.** On January 21, 2025, a meeting of the Governing Body was held commencing at 7:30 p.m.
2. **Posting.** On January _____, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City’s offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On January _____, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Village President (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay and _____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on January ____, 2025.

Carey E. Danen, City Clerk

[Seal]

- ITEM 8: Consideration and possible action for a new 12-foot-wide underground easement, created by the City of De Pere for Wisconsin Public Service on the east-central side of 335 S Broadway ST (Parcel ED-275).*

SITE MAP



REQUESTED ACTION:	New 10-foot-wide no-build easement.
COMMON DESCRIPTION:	335 S Broadway ST, northeast of the S Broadway ST and Merrill ST intersection.
ZONING:	PI-1 (Neighborhood Public & Institutional District).
SURROUNDING LAND USES:	Cultural Center (MX1) to the north. School (PI-1) to the south, Residential (R2-45) to the east. City Park (PI-1) to the west.
COMPREHENSIVE PLAN:	Institutional/Governmental Facilities
APPLICANT/OWNER:	<u>Applicant and Owner</u> City of De Pere ATTN: Peter Schleinz, Senior Planner 335 S Broadway ST De Pere, WI 54115

LAND USE HISTORY: The property developed as an institutional/governmental facility in the early 1970s, and is used as a city hall, police department, and fire department.

STAFF REVIEW: **Summary**
The City of De Pere is requesting a new 12-foot-wide underground easement, created by the City of De Pere for Wisconsin Public Service on the east-central Side of 335 S Broadway ST.

Details
The City owns and leases space on the wireless telecommunications tower on the property. Dish Network is currently leasing space on the tower. A new electric line needs to be run across the City property to allow Dish Network to operate their facilities. To facilitate this, Wisconsin Public Service is requesting a 12-foot-wide easement across the City property to run a new electric facility to the City tower and provide service to Dish Network. An easement document is included with the report for Plan Commission's consideration prior to consideration by the Common Council.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the 12-foot-wide underground easement and forwarding the recommendation to the Common Council for final approval. The final easement language will be subject to the final approval of the City Attorney's office.

RESOLUTION #25-10

APPROVING UTILITY EASEMENT FOR UNDERGROUND ELECTRICAL
SERVICES TO WISCONSIN PUBLIC SERVICE
(Parcel No. ED-275; 335 South Broadway Street)

WHEREAS, to facilitate planned operations of Dish Network, who leases space on the City-owned wireless telecommunications tower on Parcel ED-275, a formal request has been made by Wisconsin Public Service for a 12-foot-wide utility easement for construction and maintenance of underground electrical facilities; and

WHEREAS, Wisconsin Public Service has submitted the attached Easement for new electric facilities providing service access for Dish Network's operations on City's tower for consideration and approval; and

WHEREAS, this matter has been reviewed by the Plan Commission which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the Easement, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Plan Commission Approval: 09/23/2024



Planning/Zoning Application

Planning & Zoning Department

Submitted On:

Sep 19, 2024, 09:39AM EDT

Parcel Number: (Include ALL parcels)	ED-275
Nearest property address to the project site:	Street Address: 335 S Broadway ST City: De Pere State: W Zip: 54115
Check each project type that is being applied for:	Easement
Is this project creating a new easement or releasing an existing easement?	New Easement
Current De Pere Zoning Districts:	PI-1
Existing Site Land Uses:	Public & Civic
Proposed Site Land Uses:	Public & Civic
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: City of De Pere Last Name: City of De Pere
Is the property owner's address the same as the nearest property address?	Yes
Property Owner's Phone Number:	920-339-4043
Property Owner's Email Address:	pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Peter Last Name: Schleinz
Authorized Representative's Business Name:	City of De Pere
Authorized Representative's	

Phone Number:		920-339-4043
Authorized Representative's Email Address:		pschleinz@deperewi.gov
Please attach an EXHIBIT MAP with the easement boundary.		Easement and Temporary Exhibit - 05 Oct 2023.pdf
Please attach a WORD DOCUMENT with the boundary legal description and a description about why the easement change is needed.		Legal Description - 12' WPS underground easement.rtf
How do you plan on paying for your application?		City is the petitioner
Total Due:		\$375.00
Signature Data	First Name: Peter Last Name: Schleinz Email Address: pschleinz@deperewi.gov	
		
		Signed at: September 19, 2024 9:39am America/New_York
User's Session Information		IP Address: 216.56.64.34 Referrer URL:

3307278

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of De Pere, a Municipal Corporation** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of **Reserve Block 63** of the recorded plat of **Dickinson's Addition to the Plat of De Pere**, Volume 1, Plats, Page 37, being part of Private Claim 34, East Side of Fox River, **City of De Pere, County of Brown, State of Wisconsin**, as shown on the *attached Exhibit "A"*.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number (PIN)

ED-275

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Relocation:** In the event that Grantor requires the relocation of the electrical facilities within the easement area due to building construction, installation of roads and/or driveways, or development and redevelopment activities on land surrounding the easement area, Grantee agrees to relocate said electrical facilities at its expense, on a one-time basis, upon reasonable written notice from Grantor, provided that Grantor provides a suitable alternate location for said facilities with all necessary easement rights using standard easement language for their construction and maintenance at the new location. This relocation agreement applies to the original Grantor only and does not apply to any heirs, successors or assigns of said land.

4. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
5. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
6. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
7. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
8. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
9. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

City of De Pere, a Municipal Corporation
Organization Name

Sign Name

Print Name & Title

Sign Name

Print Name & Title

STATE)
OF _____)SS
COUNTY)
OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the
above-named _____ **City of De Pere, a
Municipal Corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf
of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Kate Trout
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1468659	WMIS-3346391	3307278	INT11-468-659

EASEMENT MAP (EXHIBIT "A")

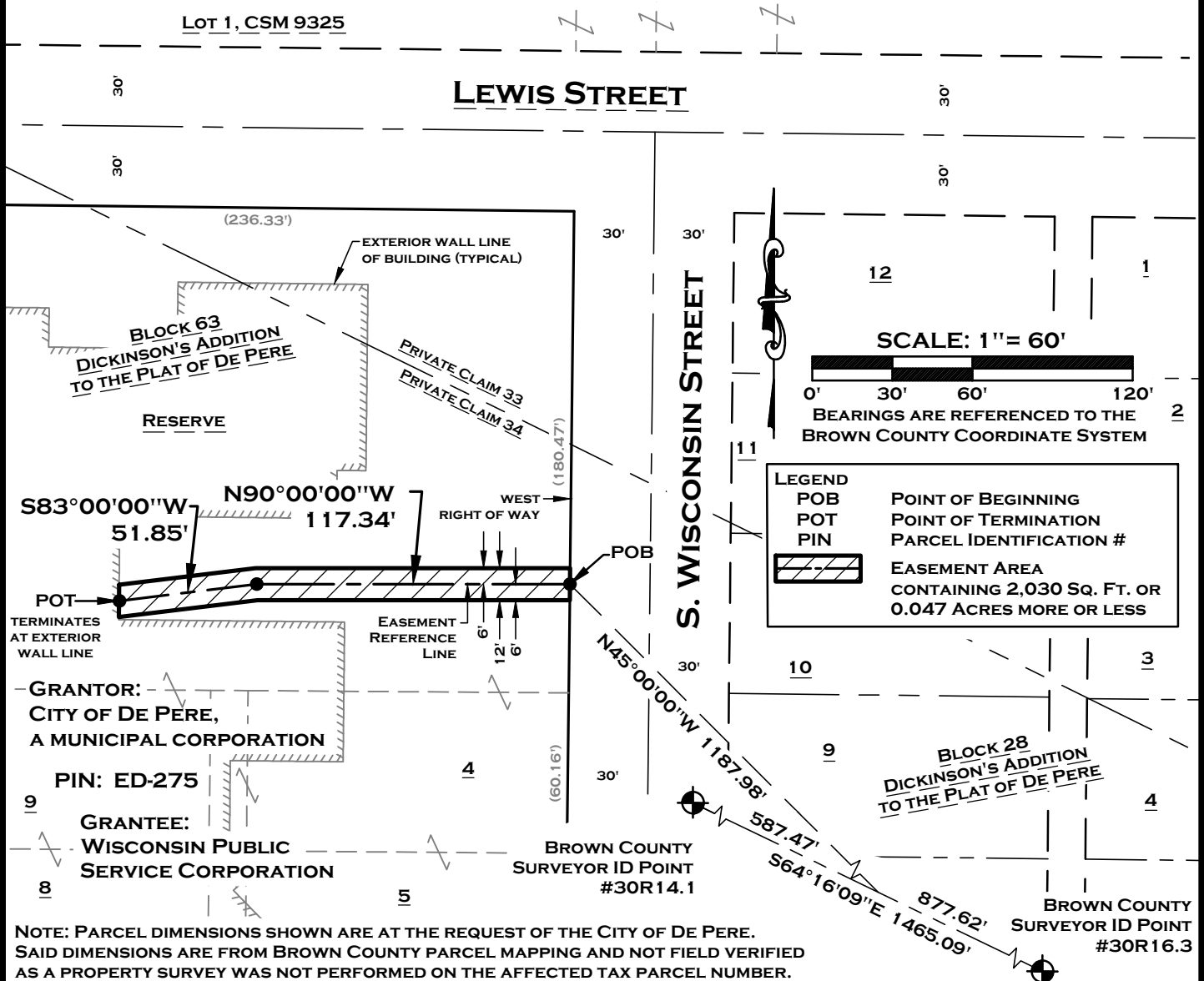
AN EASEMENT AREA DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE GRANTOR'S PROPERTY BEING PART OF RESERVE BLOCK 63, DICKINSON'S ADDITION TO THE PLAT OF DE PERE, VOLUME 1, PLATS, PAGE 37, BEING PART OF PRIVATE CLAIM 34, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN, LYING 6.00 FEET ON EACH SIDE (12.00 FEET TOTAL WIDTH) OF THE EASEMENT REFERENCE LINE DESCRIBED BELOW:

COMMENCING AT BROWN COUNTY SURVEYOR ID POINT #30R14.1; THENCE S64°16'09"E, 587.47 FEET ON THE LINE THAT CONNECTS SAID ID POINT #30R14.1 TO BROWN COUNTY SURVEYOR ID POINT #30R16.3; THENCE N45°00'00"W, 1187.98 FEET TO THE WEST RIGHT OF WAY OF S. WISCONSIN STREET, THE POINT OF BEGINNING; THENCE N90°00'00"W, 117.34 FEET; THENCE S83°00'00"W, 51.85 FEET TO THE EXTERIOR WALL LINE OF A BUILDING, AS IT EXISTED ON DECEMBER 9, 2024, THE POINT OF TERMINATION.

THE SIDELINES OF SAID 12.00 FOOT WIDE EASEMENT EXTEND AND SHORTEN TO INTERSECT WITH THE WEST RIGHT OF WAY OF S. WISCONSIN STREET, SAID EXTERIOR WALL LINE AND ALL POINTS OF INTERSECTION.

SAID DESCRIBED LAND (PERMANENT EASEMENT) CONTAINS 2,030 SQ. FT. OR 0.047 ACRES MORE OR LESS.



PREPARED BY:



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

R:\1100\1134\21134079\dwg\3346391_BROWN_FINAL EXHIBIT.DWG

PREPARED FOR:



Wisconsin Public Service

WISCONSIN PUBLIC SERVICE CORPORATION

P.O. Box 19001
2830 S. ASHLAND AVE.
GREEN BAY, WI 54307-9001

PHONE: 800-450-7260

FAX: 920-431-4815

DRAFTED BY: BLP

REVIEWED BY: TEH

DATE: 01/13/2025

DOC ID NO: 3307278

WR NO: 3346391

LEGAL DESCRIPTION 1- 12' WPS UNDERGROUND EASEMENT

Part of Reserve Block 63 of the recorded plat of Dickinson's Addition to the Plat of De Pere; being part of Private Claim 33 and 34, East Side of Fox River, City of De Pere, County of Brown, State of Wisconsin, as shown on the attached Exhibit "A".

CITY OF DE PERE MEMO



To: James Boyd, Mayor
Finance/Personnel Committee Members

From: Quasan Shaw, Community and Economic Development Specialist

Date: January 14, 2025

RE: **Consideration and Possible Action to Enter Into a Contract for Demographic and Research Data with Placer Labs Inc.***

Summary

The Development Services Department is looking to enter a contract with Placer Labs Inc. (Placer). Placer is a traffic analytics platform that allows us to measure visitation, view trends, benchmark competition and discover new audiences of customers and businesses within the City. Services provided will include:

Chains Report Expanded

Chains Report Expanded which displays chain-level demographic and psychographic data.

Placer Venue Analytics Platform

- Access to Placer's online venue analytics platform (the "Placer Platform"), which includes reports such as Visits, Trade Areas, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers' demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive Insights
 - Analysis Reports

The City used to rely on an ESRI product to provide market driven data or leakage studies. That service is now more costly and tends to use older data than currently technologies can afford. Placer.ai uses machine algorithms and projection modeling to present similar information but uses data that is immediately collected. Trade area analysis is a process used by professionals such as retailers, property developers, and community planners to map out business activity and consumer behavior in a specific location. Analyzing a trade area entails studying things like traffic patterns, shopping habits, and existing businesses, for the purpose of exploring the market potential of a planned venture or optimizing the management of an existing one.

Staff anticipates providing small businesses in the City with a wealth of information that could not be readily available to their business without a significant cost burden. The Staff will work with Definitely De Pere and the De Pere Area Chamber of Commerce to inform businesses of this service. We will also work with the Parks Department and other special event coordinators to give up-to-data about their

event, i.e. how long the average attendee stayed, where attendees arrived from and where they traveled next so they can better market future events. There are far more uses for the information and staff would meet with other department to determine if there are any other uses of the software that would benefit projects (i.e. park or pool attendance, traffic counts over extended period of time, etc.). The Village of Howard uses Placer.ai and recommended implementation based on their success for business, events, and Village needs.

Timeline and Budget

Placer will provide Demographic and Research Data to the City of De Pere for an estimated timeframe of 2 years. The contract includes the costs of Year 1 in the amount of \$22,000.00 and Year 2 in the amount of \$24,000.00 for a total of \$46,000.00. Below is the detailed funding breakdown based on potential utilization.

Placer.ai Funding Mechanism			
Source	2024		2025
	Funding Amount		Funding Amount
Development Services Consulting Budget	\$	2,000.00	\$ 2,000.00
Downtown Business Improvement District	\$	2,000.00	\$ 2,200.00
TID 7	\$	2,000.00	\$ 2,200.00
TID 9	\$	2,000.00	\$ 2,200.00
TID 10	\$	2,000.00	\$ 2,200.00
TID 11	\$	2,000.00	\$ 2,200.00
TID 12	\$	2,000.00	\$ 2,200.00
TID 13	\$	2,000.00	\$ 2,200.00
TID 15	\$	2,000.00	\$ 2,200.00
TID 17	\$	2,000.00	\$ 2,200.00
TID 18	\$	2,000.00	\$ 2,200.00
Total	\$	22,000.00	\$ 24,000.00

Staff Recommendation

Recommend approval of the contract with Placer Labs Inc. for demographic and research data as outlined and forward the recommendation to the Common Council for approval.

RESOLUTION #25-11

AUTHORIZING PURCHASE OF PLACER LABS INC.
ONLINE VENUE ANALYTICS PLATFORM

WHEREAS, the City of De Pere is interested in purchasing access to Placer Labs Inc.'s online venue analytics platform (the "Placer Platform") to obtain reports and data related to monitor visitor traffic, view trends, benchmark competition and discover new audiences of customers and business within the City; and

WHEREAS, the Placer Platform has the capability to provide reports, as well as actionable insights, such as: foot traffic counts and dwell time, true trade areas displaying frequent-visitor-density by home and work locations, route tracing, benchmarking foot traffic, market share, audiences and competitive insight available, which will provide small businesses in the City with a wealth of information not otherwise readily available; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is authorized and directed to execute the Order Form as required by Placer Labs Inc., subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January,

2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/14/2025



**PLACER LABS INC.
ORDER FORM**

City of De Pere, Wisconsin	(“ Customer ”)	Placer Labs Inc.	(“ Placer ”)
Address:	335 S. Broadway De Pere, WI 54115	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Caitlin Green
Contact Person:	Daniel J Lindstrom	Billing Contact Person:	Jason Tsui
Email:	dlindstrom@deperewi.gov	Billing Email*:	billing@placer.ai
Phone:	(920) 339-4043 ext. 3	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	dlindstrom@deperewi.gov	*Not for use for official notices.	

1. Services and Fees.

The services provided under this Order Form (the “**Services**”) include:

Services Description	Services Description Detail
Platform Access	Section 2
Chains Report Expanded	Section 2

Total Annual Fee – Year 1	\$22,000.00
Total Annual Fee – Year 2	\$24,000.00

All Fees in this Order Form are shown in US Dollar (USD)

2. Services Description.

Chains Report Expanded

Chains Report Expanded which displays chain-level demographic and psychographic data.

Placer Venue Analytics Platform

- Access to Placer’s online venue analytics platform (the “**Placer Platform**”), which includes reports such as Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers’ demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports

- Access to Xtra reports in Excel, KML, Tableau, and other formats upon request and subject to Scoping and Additional Usage Limitations in Section 2.
- Access to STI Demographics Bundle + Mosaic Data Set. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Features
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

3. Permitted Uses and Limitations.

Permitted Uses:

Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Placer Data**” means the data, information and materials accessible via the Services.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data:

- Research Data may contain limited excerpts and discrete portions of Placer Data (“Excerpts”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed;
- The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and
- Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (“AI”) technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

Scoping and Additional Usage Limitations: In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer’s access to and usage of the Services and Placer Data is further limited as follows:

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.
- Customer and its authorized users may not provide access to any third party agents acting on Customer's behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- Xtra Reports: Quarterly Maximum of 26 credits; Annual Maximum of 104 Customer and its authorized users may not share user credentials, logins or Placer Data with any others.

4. Term and Termination.

Term:

The Initial Term and any Additional Terms are referred to collectively as the "Term."

- Initial Term: The initial term of this Order Form will begin on January 1, 2025 (the "**Effective Date**"), and will continue for 24 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term**," and the Initial Term and any Additional Terms are referred to collectively as the "**Term**".
- Additional Term: This Order Form shall continue on the same terms and conditions set forth herein for additional periods of 12 months, if mutually agreed in writing by both parties (email would be sufficient).

Termination:

- Material Breach: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days.
- Suspension: In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.
- Fees: All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services.

Post -Termination:

- Rights and Licenses: Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease.
- Placer Data: Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the "Post-Termination Information"), so long as any Post-Termination Information is (x) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (y) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (z) ultimately deleted in accordance with Customer's data retention policy.
- Research Data: Customer may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for Customer's internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with Customer's data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement.
- Certification: Upon request from Placer, Customer shall certify in writing its compliance with this provision.

5. Invoicing, Payment Terms, and Fee Increases.

Invoicing and Payment Terms:

Placer will invoice Customer as follows for the Initial Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.
- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.
- Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

Fee Increases:

- The Annual Fee for the Initial Term has been based on the metric(s) and scoping in this Order Form, Placer reserves the right to increase the Customer's Annual Fee for any Additional Term if the metric or scope of use has increased.
- Except as specifically provided otherwise in this Order Form, renewal of promotional or one-time priced Fees will be at Placer's applicable subscription pricing in effect at the time of the applicable Additional Term.
- Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee mid-Term accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.
- Except as specifically provided otherwise in this Order Form, Annual Fees for any Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Support.

Premier Customer Support

- Regular Meetings with Placer's Customer Success Team
- Live, Virtual Training support

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, Customer shall contact support@placer.ai.

7. Confidentiality.

Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

8. Miscellaneous.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Wisconsin state (“**Public Records Laws**”), that all obligations imposed by this Agreement are subordinate to Customer’s obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer’s Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning “Customer shall defend, indemnify and hold Placer harmless...”, is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: “This Agreement shall be governed by the laws of the State of Wisconsin without regard to its conflict of laws provisions.”

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription

Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Promotional Use. Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

9. Authorization.

This Order Form is entered into by and between Customer and Placer effective as of the Effective Date. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “Agreement”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

By: _____

Name: _____

Title: _____

Date: _____

“Placer”

By: _____

Name: _____

Title: _____

Date: _____

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee

From: Daniel Lindstrom, Development Services Director

Date: January 14, 2025

RE: **Consideration and possible action on the award of contract for Construction Manager at Risk (CMaR) for a public parking structure at 230 N Wisconsin St (ED-875) to Miron Construction***

Overview

In 2023, the City of De Pere approved a term sheet for redeveloping the former ShopKo retail store at the 200 block of Broadway and Wisconsin Streets. The approved term sheet included development terms for five new mixed-use buildings downtown and a publicly owned parking structure. In July 2024, the City and Developer approved an initial development agreement for the first building (Building "F"), including the sale of the appropriate road right-of-way and parcel for the future parking structure. The development agreement contemplated an approximately 220-240-stall parking structure. The City closed on the parking structure lot on September 24, 2024.

What is Construction Management at Risk (CMaR)

The CMaR is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP. The CMaR provides professional services and acts as a consultant to the owner in the design development with the designer and construction phases with the contractor. Often times, the CMaR also provides some of the actual construction of the project depending on the availability of bidders and the expertise the company has. In addition to acting in the owner's interest, the CMaR must manage and control construction costs to not exceed the GMP because contractually any costs exceeding the GMP that are not change orders are the financial liability of the CMaR. An additional benefit to project is have a CMaR with construction experience will create a feedback loop to the designer to ensure they can identify construction challenges before the design is final. As such, they are able to streamline the overall design and bidding process.

Generally, the CMaR will give the Owner a GMP prior to bidding the project. Included in this GMP is a contingency line item to take care of bid overages, reasonably inferred items and other project related items that may arise during construction. By giving the Owner the GMP prior to bids, the CMaR assumes the risk of bids coming in higher as they are contractually bound to deliver the project per the plans and specifications and any additional allowances as defined in his GMP. However to prevent significant padding of the GMP the City has included a professional cost estimator in the contract proposal with the designer to ensure both parties are designing a quality project and at a fair and reasonable price.

RFP Breakdown/Issuance

In October and November, the City prepared and revised two separate Requests for Proposals (RFP) for (1) Design and (2) Construction Manager at Risk (CMaR). The scope of the Request for Proposals Consulting Services - Architecture and Engineering Design Services Public Parking Garage is included within this exhibit.

Proposed Timeline

Below are details of the proposed timeline for the completion of the RFP and consultant selection process, the design process, and the construction process.

Finance and Personnel Committee.....January 14, 2025
Council Approval.....January 21, 2025
Notice to ProceedJanuary 22, 2025

Design Specific – Note: Design kickoff is ahead of CMaR Kickoff

Design Kickoff meeting w/staff.....Week of January 13, 2025
Phase 1 – Conceptual / 30% DesignJanuary 31, 2025/March 11, 2025 (F&P)
Phase 1 – 60% DesignWeek of May 5, 2025
Phase 1 – 90% DesignWeek of June 10, 2025 (F&P)
Phase 1 – Site Plan ApprovalJune 23, 2025
Phase 1 – 100% DesignWeek of June 30, 2025
Phase 1 – Final Design Approval.....Week of July 7, 2025

CMaR Specific

Phase 2 - Issue Invitation to BIDWeek of July/August 22, 2025
Phase 3 – Construction ManagementSept 2025 to June/July 2026.

Received proposals:

The City sent both RFPs directly to 30 potentially interested parties and posted the RFPs to various professional organizational webpages. The City received two proposals – Findorff and Miron Construction

Staff evaluations:

The review team, comprised of the City Administrator, City Attorney, City Engineer, Development Services Director, and Community and Economic Development Specialist, evaluated the proposals based on the following scoring criteria:

Cover Letter (2 pages):.....	0 PTs
Qualifications and Capabilities (up to 10 pages):.....	15
Project Understanding and Approach (up to 10 pages):.....	40
Project Timeline (up to 5 pages):	15
Budget (up to 2 pages):.....	15
References:	15
Total	100

Both proposals were well-written and had quality references and quality examples. Both proposals reviewed the needs of the City and presented a proposal that staff believes would meet the City's needs for CMaR. Both proposals also have significant experience working with designers. However, after reviewing the proposal, staff felt that the Miron approach with Wells and Midwest Structure engineering, cost and experience with the selected designer was the best fit for the City. Both proposals are listed in the agenda packet.

Cost proposals:

The Findorff team presented a package that included total costs and total hours for a CMaR and expenses for a total of \$564,091. The Miron Team presented a package based on cost per month approach with an added with optional for Park Smart certification. Total proposal cost of \$297,000.

Recommendation

Staff recommends awarding the CMaR for the public parking structure to Miron Construction.

Exhibit: Objectives and Scope

OBJECTIVES

The City seeks to design and construct a parking garage with at least 220 parking spaces. The subject area is described as Lot 1 in Exhibit C. The design shall be done promptly and maximize the number of parking spaces while balancing the need to retain the downtown character.

For information only, the City will evaluate the design proposal based on, but not limited to, the following design objectives:

- A. During the design of the public parking garage, the Parties will work collaboratively to determine whether it is feasible for the public parking garage to include both surface and subgrade parking garage/structure or if it should solely be a surface-level garage. The City is solely responsible for determining the project's total size, height, and scale.
- B. The designer's approach to the project and the design's aesthetic value are viewed by pedestrians, motorists, and visitors to downtown De Pere, and its overall fit with the urban character of the vision for Downtown. The Proposer will use good faith efforts to design and construct the public parking garage complimentary to the structures planned for the conceptual redevelopment. The City envisions involving the public in the design process and allows the public to provide input on the design of the public parking garage throughout said process. The City reserves the sole authority to approve the final design of the public parking garage.
- C. The design's functionality includes how one conveniently and safely enters and exits the garage while minimizing the impact on pedestrian comfort and safety.
- D. The plan is to implement technology investments to make the ramp as self-sufficient and low maintenance as possible (smart lighting fixtures with occupancy sensors, gate arms, LRPs, etc.), consistent with a conceptual theory of operations plan.
- E. The design must include streetscaping in the overall design concept, and there must be ample room for wide sidewalks and decorative streetlamps consistent with the Downtown.
- F. The structure must be designed with high quality, long-term durability, and low maintenance components/elements that withstand the Wisconsin/Midwest climate.
- G. Patron security must be a design priority, and an efficient lighting system is essential. Emergency lighting shall be incorporated in appropriate locations throughout the structure. The design shall include a camera surveillance system at each level in strategic locations where pedestrian and vehicle traffic will occur.
- H. Accessibility requirements must be incorporated in all aspects of the structure.
- I. Appropriate signage and graphics shall be provided to clearly define ingress and egress, emergency and safety information, and any other information necessary for the operation of the garage.
- J. The garage shall accommodate any required mechanical, electrical, fire protection, elevator, and mechanical equipment rooms in compliance with all codes and standards.
- K. Work with the City Department of Public Works to prepare plans to meet required stormwater requirements.

- L. The inclusion of preplanned conduit for electric vehicle charging.
- M. The City of De Pere is committed to fostering, encouraging, and supporting sustainable development and green building practices to the maximum extent possible. Respondent(s) shall demonstrate how sustainable building, parking, and transportation practices can be incorporated into the proposed parking structure's design, management, and operation. Demonstration of sustainable practices shall include a summary of the pros and cons of each, the anticipated maintenance implications, and initial costs and potential savings. The final design should enable the proposed Parking Structure to obtain Parksmart Certification through Green Business Certification, Inc. (GBCI), the certifying body for LEED. Current assumptions are that rooftop solar canopies may be part of the final design. Respondent(s) may include an International Parking Institute/GBCI Parksmart Advisor on their team to demonstrate expertise and familiarity with this standard.

SCOPE OF WORK

Phase 2: Construction Manager at Risk (CmaR)

The Construction Manager at Risk (CmaR) will be expected to provide complete management of construction and installation services for this project. Generally, the CMaR will coordinate and manage all construction services on the project and procure trade subcontracts and owner-direct purchases under the Wisconsin Statutes and public bidding requirements applicable to municipal construction.

The CMaR will be responsible for the project completion and cost of the subcontracts. Direct Owners Purchase items should be identified by the CMaR in the pre-construction phase and managed and coordinated by the CMaR. For those trade subcontracts that are not assigned to the CMaR by the City, the CMaR shall manage that portion of the work but shall not be responsible for that work or the price of that work.

The CMaR will not perform, nor permit the trade subcontractors to perform, the construction, execution, repair, remodeling, or improvements, nor furnish supplies or materials unless the performance or supply complies with public works contracts and bid requirements of the Wisconsin Statutes. Including without limitation Wisconsin Statutes Sections 62.15 and 66.29. During the pre-construction period, the CMaR will also assist in completing the project's design by providing critical reviews and suggestions for improving the project's economy, schedule, and constructability.

The CMaR will also provide cost estimates for the project during pre-construction and provide prebid services to assemble individual bid packages for all sub-contract divisions necessary for the construction of the complete project.

The City will allow the CMaR to self-performance the value of the project. Any self-performance of a portion of the project shall only occur if CMaR submits a sealed bid as part of the public bidding project and before receipt of any other bids. A CMaR that intends to submit any bids for work shall not participate in the bid openings, evaluation, and award process for those parts. Services shall include, but not be limited to:

1. *Construction Management Pre-construction Phase Scope of Services.* Respondents shall participate in the design phase, including, but not limited to:
 - a. Constructability reviews
 - b. Value engineering reviews
 - c. Site logistics plan
 - d. Schedule and phasing coordination

- e. Cost control management
 - f. Establish a direct purchase item list
 - g. Construction documents conversion into subcontractor bid packages
2. *Bid-Phase Scope of Services:* Respondents shall lead the pre-bidding and bidding process, including, but not limited to:
- a. Developing the Master Project Schedule
 - b. Preparation of bid template
 - c. Issue subcontractor bid packages
 - d. Conduct pre-construction conferences and site visits
 - e. Process all addenda
 - f. In conjunction with the City, receive bids from subcontractors and conduct public bid openings (except in the case of the submission of sealed bids from the CMaR under the details above)
 - g. Execute subcontractor agreements
 - h. Review bids and make a recommendation for award to the City
 - i. Issue Guaranteed Maximum Price (an amendment to the CMaR Agreement).
3. *Construction Phase Scope of Services:* Respondents shall provide Project Management at a level of support to be determined as part of any supplemental amendment to the approved Agreement, which typically includes;
- a. Comply with General Conditions & Requirements
 - b. Conduct pre-construction conference
 - c. Periodic update of the Master Construction Schedule
 - d. Lead progress meeting, communications, and meeting minutes
 - e. Attend bi-weekly construction meetings as needed
 - f. Review and prepare monthly progress payment requests; obtain lien waivers
 - g. Provide payment application review and inspection to verify all work is completed
 - h. Periodic update of project cash flow projections
 - i. Act as the project's prime liaison
 - j. Provide construction inspection at a level of support
 - k. Coordinate all change order administration
 - l. Coordinate all types of submittals
 - m. Coordinate all types of testing and Inspections
 - n. Coordinate all sub-contractors
 - o. Direct Owner Purchase Order System – execute and monitor
 - p. Provide construction trailers, storage, equipment, barriers, etc.
 - q. Provide all necessary on-site CMaR personnel
 - r. Develop and issue a punch list;
 - s. Coordinate Substantial Completion and Turnover
 - t. Work with the designer/AE to prepare record drawings of the completed construction, utilizing redline drawings prepared by the designer/AE/CMaR. As-built drawings shall include complete sets of PDF and CAD electronic files and a set of full-scale hard-copy drawings.

NOTE: It shall be the CMaR responsibility to be familiar with and take into consideration, when responding to this RFP, all of the City of De Pere, State of Wisconsin, and federal government requirements, including, but not limited to, construction contract requirements, permitting,

warranty for construction defects, assurance of completion, progress payment requests, construction guidelines (including but not limited to: project planning & technical review, construction costs, energy conservation, environmental & hazardous material review), standards of design, cost certification, affirmative action, substantial completion/permission to occupy and final closeout.

RESOLUTION #25-12

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND MIRON CONSTRUCTION CO., INC.
(Architecture and Engineering Design Services Public Parking Garage)

WHEREAS, the City is in need of contracting with a consulting firm to perform design specific architecture and engineering as well as Construction Manager at Risk (CMaR) services for the design and construction of a public parking garage on City-owned Parcel No. ED-875 at 230 North Wisconsin Avenue; and

WHEREAS, Miron Construction Co., Inc. has available and offers to provide qualified personnel and professional assistance necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Miron Construction Co., Inc. (Architecture and Engineering Design Services Public Parking Garage) as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/14/2025

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND MIRON CONSTRUCTION CO., INC.
(Architecture and Engineering Design Services Public Parking Garage)**

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Miron Construction Co., Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of consultant services to perform design specific architecture and engineering as well as Construction Manager at Risk (CMaR) services for the design and construction of a public parking garage on City-owned Parcel ED-875 located at 230 North Wisconsin Avenue; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the November 5, 2024 City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated December 13, 2024 (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 the 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 in Exhibits A and 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 scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as its completed parking study, a conceptual redevelopment plan and property identification and access, as well as other information concerning the project that may be applicable, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. 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.

VIII. 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.

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B in a lump sum, to be paid monthly over a 10 month period, unless otherwise agreed to by the parties. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. 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.

XI. 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.

XII. 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 \$5,000,000.
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. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

C. 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.

XIII. 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.

XIV. SUBCONTRACTS

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

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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 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 XIX.

XIX. 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.

XX. 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 a 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.

XXI. NOTICES

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

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

If to Consultant: Miron Construction Co., Inc.
Attn: John Murphy
Principal-in-Charge/Senior Vice President
1175 Lombardi Avenue; Suite 300
Ashwaubenon, WI 54304

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

MIRON CONSTRUCTION CO., INC.

CITY OF DE PERE, WISCONSIN

By: _____
Printed Name: _____
Title: _____

By: _____
Lawrence M. Delo, City Manager

By: _____
Printed Name: _____
Title: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2025\Consultant\Miron Construction Co., Inc.(CMaR for Parking Garage)1-16-25.docx



Building Excellence

CITY OF DE PERE

PUBLIC PARKING GARAGE

DE PERE, WISCONSIN

MIRON CONSTRUCTION CO., INC.

1175 Lombardi Avenue, Suite 300
Ashwaubenon, WI 54304

MIRON-CONSTRUCTION.COM

DE PERE®



PROPOSAL FOR CMAR SERVICES | 12.13.2024

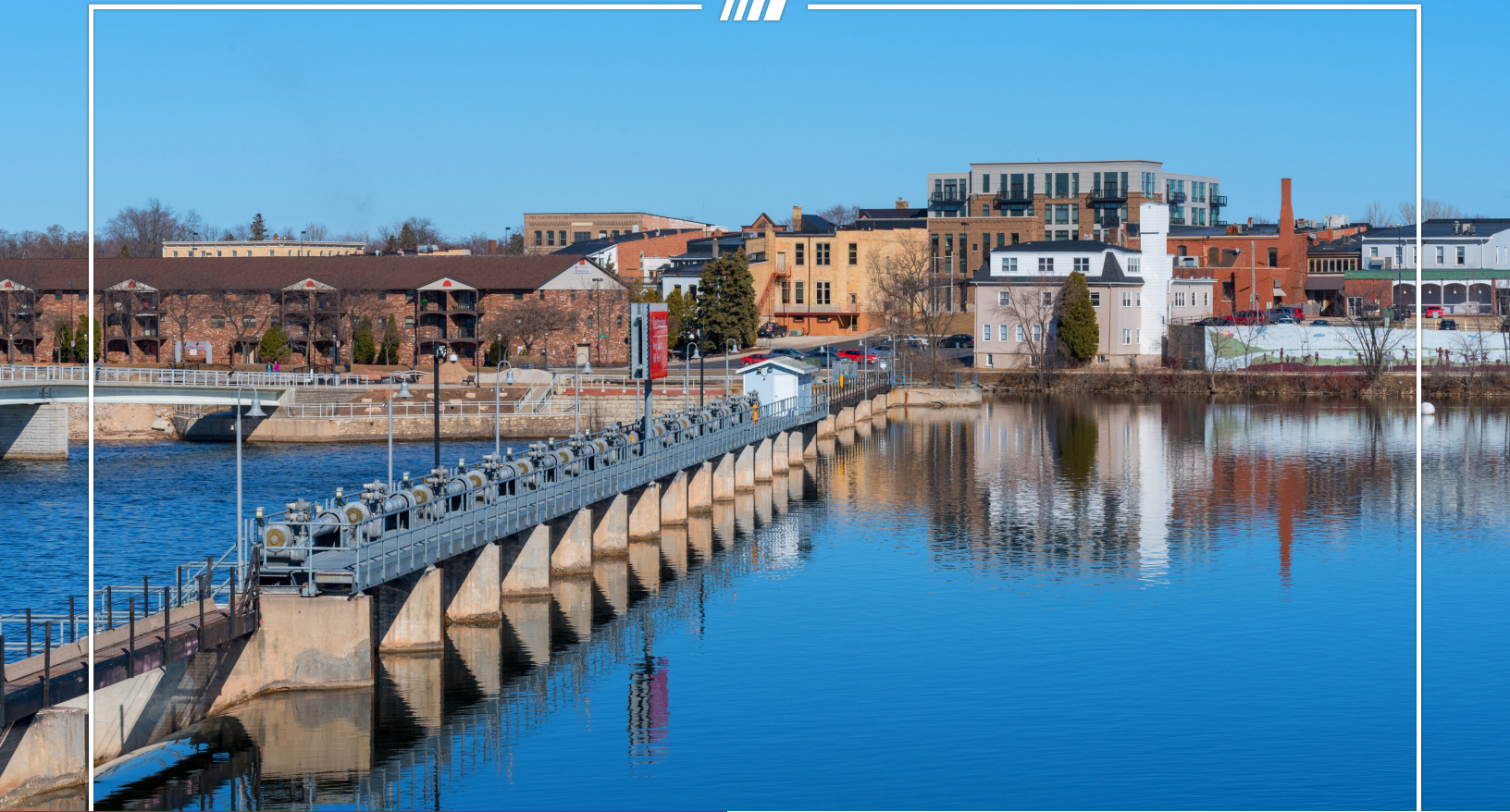


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Building Excellence

MIRON CONSTRUCTION CO., INC.
CITY OF DE PERE
PUBLIC PARKING GARAGE
12.13.2024



MIRON CONSTRUCTION CO., INC.

1175 Lombardi Avenue, Suite 300
Ashwaubenon, WI 54304

PH 920.328.1800 | FX 920.328.1799

MIRON-CONSTRUCTION.COM

Include a cover letter outlining why the City should select your firm/team. The letter shall identify who will be the point of contact/project manager, including their email address and the office in which they are located.

December 13, 2024

Daniel Lindstrom
Development Services Director
City of De Pere

RE: Request for Proposals for CMAA Services - City of De Pere Public Parking Garage

Dear Daniel:

Miron Construction Co., Inc. is extremely excited to submit our proposal for construction management services for the City of De Pere Public Parking Garage. We are confident that we will be a valued partner throughout the process, offering several significant advantages to your team.

LOCAL CONTRACTOR: De Pere is in Miron's backyard, given our new Green Bay office. We want to take care of our local community more than anyone, and this project lends itself to just that. Projects, like this one, that benefit the community are at the heart of our values. As in recent projects in neighboring communities, Miron is your local contractor with a local team that will be here to assist you with any needs now and into the future.

EXPERIENCE & RELATIONSHIPS: With 30+ projects that include parking structures in our portfolio, we know how to construct these facilities safely and efficiently. That experience, along with being the **only contractor in the state to have completed a parking structure that is seeking Parksmart certification**, makes Miron second to none in experience with any Parksmart or LEED-certified parking structures. Coupled with our relationship with Wells Concrete, the industry leader in supplying precast concrete parking structures, we have an expert project team that has the knowledge and horsepower to complete a public parking structure in both a cost-effective and timely manner.

EXPERT TEAM: We have assembled a strong and collaborative team to work on this facility. Our project executive, Amanda Manteufel (Amanda.Manteufel@miron-construction.com) and I (John.Murphy@miron-construction.com) have worked on several high-profile projects and parking structures, including the iconic Lambeau Field Stadium projects. We will be your points of contact, as we are both local and based out of our Green Bay office (1175 Lombardi Ave, Suite 300), which is only minutes from the proposed site. The field team will be led by our director of steel and precast, Andy Vis. An industry pro in erecting precast structures and parking garages, Andy's 25 years of industry knowledge will be utilized from the very start of preconstruction to ensure constructability and budget alignment.





MIRON CONSTRUCTION CO., INC.

1175 Lombardi Avenue, Suite 300
Ashwaubenon, WI 54304

PH 920.328.1800 | FX 920.328.1799

MIRON-CONSTRUCTION.COM

| SUSTAINABILITY AND PARKSMART SUPPORT: As your construction manager, our priority is to support your goals and vision for the City of De Pere Public Parking Garage. We also understand our role in ensuring decisions are well-informed and made in the best interest of the project. Our process starts with learning your project drivers so we can engage all members of the project team from preconstruction through construction and occupancy. Knowing that the City of De Pere is committed to sustainable building, parking and transportation practices, our director of sustainable services, Theresa Lehman, will be a great resource. Theresa serves as the project administrator on projects that seek third-party green building certifications such as LEED, WELL and Fitwel, works as part of Miron's risk management group partnering with the DNR and EPA to proactively resolve environmental-related challenges, and assists clients in seeking incentive opportunities to ensure projects can invest in energy efficiency systems and renewable energy technologies.

Thank you for the opportunity to submit our qualifications for this exciting project. After reviewing our submission, we hope you will agree that our experience, relationships, innovative services, and—most importantly—our **PASSION** make Miron the best choice for your team. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,
MIRON CONSTRUCTION CO., INC.

John Murphy
Principal-in-Charge | Senior Vice President, Green Bay Office
920.328.1771
john.murphy@miron-construction.com



STAY GROUNDED : THINK BIG : RALLY TOGETHER : DIG DEEP : BUILD LEGACIES

2 | QUALIFICATIONS & CAPABILITIES



For more on Miron's government experience, including project profiles, scan the QR code or visit www.miron-construction.com/our-experience/government.

\$2.5B
IN GOVERNMENT
PROJECTS
IN THE LAST 10 YEARS



a. Demonstrate experience and qualifications of the lead firm on related projects and any sub-firms on the project team.

We bring specialized expertise that ensures structural integrity and schedule adherence through precise coordination. Our experience in managing congested sites and phased construction in active environments will allow us to maintain smooth traffic flow and continuous access to surrounding buildings throughout construction. By drawing on lessons learned from similar projects, we will collaborate closely with the City of De Pere and the selected design team to optimize the design for durability, efficiency, and long-term performance.

MIRON IS PROUD TO BE ONE OF THE PREMIER GOVERNMENT BUILDERS IN THE MIDWEST.

When it comes to local and federal government contracts, Miron has a robust portfolio of experience encompassing facilities to serve communities' needs. As a trusted government contractor, we are well-equipped to leverage our experience, some of which is listed below, for your parking project.

No builder in the state of Wisconsin puts more precast in place than Miron Construction, which uniquely positions us to bring substantial value to the City of De Pere Parking Garage project. Most recently, we completed work on Titledown Podium Parking and Foundation Structure in Green Bay as well as the City of Madison South Livingston Street. This knowledge of local city logistics, along with our understanding of city parking challenges, allows us to anticipate and mitigate potential disruptions.



82
WI CITIES &
COUNTIES
WORKED IN

RESCH EXPO CENTER

Green Bay, WI

- | Owner: Brown County
- | Size: 265,000 SF
- | Completion: January 2021



VILLAGE OF WESTON MUNICIPAL CENTER

Weston, WI

- | Owner: Village of Weston
- | Size: 114,400 SF
- | Completion: January 2023

MENASHA PUBLIC WORKS FACILITY

Menasha, WI

- | Owner: City of Menasha
- | Size: 21,000 SF
- | Completion: March 2021



HOWARD COMMONS

Howard, WI

- | Owner: Village of Howard
- | Size: 27,722 SF
- | Completion: July 2023

DANE COUNTY COUNTY REGIONAL AIRPORT PARKING STRUCTURE EXPANSION

Madison, WI

- | Owner: Dane County Department of Public Works
- | Size: 469,155 SF Addition | 1,072,387 SF Remodel
- | Completion: October 2015



WAUPACA COUNTY HIGHWAY DEPARTMENT FACILITY

Waupaca, WI

- | Owner: Waupaca County
- | Size: 90,988 SF
- | Completion: October 2019



VILLAGE OF SUSSEX NEW CIVIC CENTER

Sussex, WI

- | Owner: Village of Sussex
- | Size: 52,867 SF
- | Completion: October 2016

CITY OF STEVENS POINT UTILITY GARAGE

Stevens Point, WI

- | Owner: City of Stevens Point
- | Size: 37,500 SF
- | Completion: February 2019



UW-LA CROSSE POLICE SERVICE BUILDING & PARKING RAMP

La Crosse, WI

- | Owner: State of Wisconsin DOA Division of Facilities Development
- | Size: 17,000 SF
- | Completion: February 2023

CITY OF MADISON SOUTH LIVINGSTON STREET GARAGE

Madison, WI

- | Owner: City of Madison
- | Size: 241,182 SF
- | Completion: July 2018





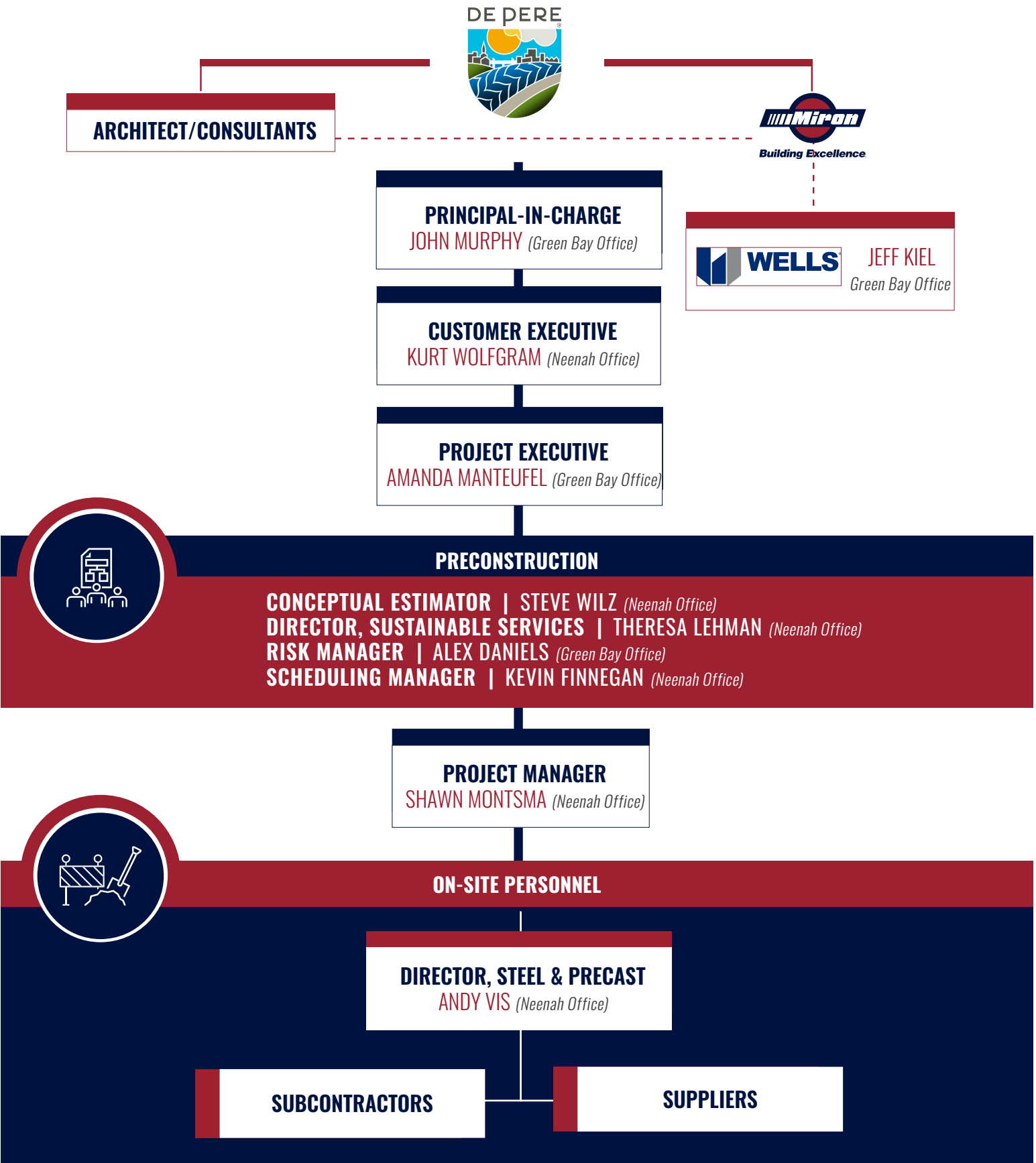
ADDITIONAL PARKING RAMP EXPERIENCE

Miron Construction Co., Inc.

Project Name	City	State	Project	Completion
Ho-Chunk Beloit Casino, Hotel, and Conference Center	Beloit	WI	\$515,000,000	1/14/2026
Salvation Army Shield Apartments and Underground Parking	Madison	WI	\$11,100,000	11/2/2023
Titelown Podium Parking and Foundation Structure	Green Bay	WI	\$36,330,000	8/10/2021
Marquette General Replacement Hospital and Parking Garage	Marquette	MI	\$15,400,000	6/2/2019
Ho-Chunk Hotel & Casino Renovations & Expansions	Black River Falls	WI	\$37,000,000	12/29/2017
Middleton Center Commercial & Residential Towers	Middleton	WI	\$17,300,000	7/1/2017
Staybridge Hotel & Underground Parking at Liberty Way	Marquette	MI	\$15,800,000	10/28/2016
Upper Peninsula Health Plan Liberty Way Office Facility	Marquette	MI	\$8,801,111	10/1/2016
Skyward Inc. New Corporate Office Building	Stevens Point	WI	\$32,200,000	2/19/2016
Dane County Regional Airport Parking Structure Expansion	Madison	WI	\$18,922,873	6/30/2015
Nicolet Parking Garage Updates	Green Bay	WI	\$168,080	2/1/2014
City of Marion New Police Headquarters	Marion	IA	\$10,400,000	11/22/2013
UW-La Crosse Police Service Building & Parking Ramp	La Crosse	WI	\$8,092,600	6/1/2013
City of Cedar Rapids May's Island Parkade Renovation	Cedar Rapids	IA	\$824,483	5/31/2012
Appleton Police Station Addition & Remodel	Appleton	WI	\$10,582,036	5/15/2010
Flats on the Fox High-Rise Lofts (Stone House Development)	Green Bay	WI	\$7,287,925	12/31/2008
UW-Madison Lot 36 Parking Ramp Addition	Madison	WI	\$2,042,485	8/1/2008
One Financial Place (8215 Greenway Blvd. Office Building)	Middleton	WI	\$13,484,150	6/30/2008
8333 Greenway Boulevard Office Building	Middleton	WI	\$4,618,080	1/21/2008

b) Provide a staff organization chart. Identify key individuals involved in this project, their affiliation, and office location. Provide key individuals' resumes.

| ORGANIZATIONAL CHART



For each staff member identified in the organization chart, summarize relevant experience and qualifications. Detailed resumés of all team members should NOT be submitted. The brief overview should identify the individual's experience with similar projects and their availability to support this project.



JOHN MURPHY

PRINCIPAL-IN-CHARGE | SENIOR VICE PRESIDENT, GREEN BAY OFFICE
LEED AP - BD+C

John brings 28 years of experience in the construction industry and is active in the daily management of Miron's Green Bay office as well as participating in all aspects of corporate operations management. John provides overall project strategy, guidance, and management of project development to ensure successful project completion and client satisfaction. His expertise leads the charge when it comes to increasing efficiencies, eliminating waste, and delivering the project within the budget and schedule parameters established by the project team.

John is a recipient of The Daily Reporter's Construction Executive of the Year award, which honors individuals who are considered outstanding leaders in the industry, moving construction and design in a positive direction.

EDUCATION

MILWAUKEE SCHOOL OF ENGINEERING
Bachelor of Science, Architectural Engineering

AVAILABILITY: AVAILABLE IMMEDIATELY

REPRESENTATIVE PROJECTS

- | Lambeau Field Stadium Improvements | Green Bay, WI
- | Resch Expo Center | Green Bay, WI
- | Howard Commons | Howard, WI
- | Shawano Municipal Utilities New Headquarters | Shawano, WI



KURT WOLFGRAM

CUSTOMER EXECUTIVE
LEED AP BD+C

Kurt works closely with clients and design partners to lead the project through the planning and preconstruction phases to ensure successful outcomes. He focuses on project strategy, facilitating a collaborative design process, budget development and control, schedule development and execution, and quality control. Most importantly, Kurt is responsible for providing a smooth process and positive team experience. He brings over 20 years of experience in the construction industry.

EDUCATION

UNIVERSITY OF WISCONSIN-STOUT
Bachelor of Science - Construction Management

NORTHEAST WISCONSIN TECHNICAL COLLEGE
Associates Degree - Architectural Design

AVAILABILITY: AVAILABLE IMMEDIATELY

REPRESENTATIVE PROJECTS

- | Resch Expo Center | Green Bay, WI
- | Menasha Downtown Development Broad Street Parking Structure | Menasha, WI
- | U.S. Venture Center, Parking Garage and Public Space at Titledown | Green Bay, WI
- | City of Appleton Jones Park Amphitheater | Appleton, WI



AMANDA MANTEUFEL

PROJECT EXECUTIVE

LEED AP BD+C

Amanda is responsible for planning, budgeting, scheduling, and construction of the project. She will work closely with the design and construction teams to facilitate a seamless project delivery.

Amanda provides overall project strategy, guidance, and management of project development to ensure successful project completion. Her duties include oversight of construction management, design development, pricing, quality control, and client satisfaction. She brings 25 years of experience in the construction industry.

Amanda was recognized by The Daily Reporter as a top woman in the Wisconsin construction industry.

| EDUCATION

UNIVERSITY OF WISCONSIN-MADISON

Bachelor of Science - Civil Engineering and
Construction Engineering Management

AVAILABILITY: AVAILABLE IMMEDIATELY

| REPRESENTATIVE PROJECTS

- | Lambeau Field Stadium Improvements | Green Bay, WI
- | Outagamie County 911 Communication Center & Storage Facility | Appleton, WI
- | Curative Connections Yesteryear Village | Green Bay, WI
- | Neenah High School (New) | Neenah, WI



SHAWN MONTSMA

PROJECT MANAGER

Shawn manages all project activities including, but not limited to, preliminary planning, budget development, financial control, value engineering assessments, scheduling, coordination of construction activity, project closeout, and owner occupancy. He brings 10 years of construction industry experience.

Shawn is also responsible for regular communication with the architectural team and owner regarding items related to budget, constructability, bidding, and schedule.

| EDUCATION

UNIVERSITY OF WISCONSIN - MADISON

Bachelor of Science, Civil Engineering

AVAILABILITY: AVAILABLE IMMEDIATELY

| REPRESENTATIVE PROJECTS

- | Dane County Regional Airport Parking Structure Expansion | Madison, WI
- | Menasha Downtown Development Broad Street Parking Structure | Menasha, WI
- | UW-La Crosse Police Service Building & Parking Ramp | La Crosse, WI
- | UW-Madison Lot 36 Parking Ramp Addition | Madison, WI



ANDY VIS

DIRECTOR, STEEL & PRECAST

As Director of Steel & Precast, Andy will support the project superintendent and project management team with scheduling, equipment utilization, and pre-planning of the steel and precast work. He is also in charge of ensuring that our corporate best practices are applied to your project, and that the adequate amount of resources are assigned to your project to preserve schedule milestones.

His 25 years of construction experience, specifically on precast projects, will contribute to the success of your project as he works with the construction team to support all phases of construction activity.

| EDUCATION

- | OSHA 30-Hour Certification
- | Superintendent Training
- | CPR & First Aid Certification
- | Forklift Certification

AVAILABILITY: AVAILABLE IMMEDIATELY

| REPRESENTATIVE PROJECTS

- | Dane County Regional Airport Parking Structure Expansion | Madison, WI
- | Menasha Downtown Development Broad Street Parking Structure | Menasha, WI
- | UW-La Crosse Police Service Building & Parking Ramp | La Crosse, WI
- | UW-Madison Lot 36 Parking Ramp Addition | Madison, WI



STEVE WILZ

CONCEPTUAL ESTIMATOR | LEED GREEN ASSOCIATE

With 40+ years of experience, Steve develops quality estimates at conceptual and construction document levels; evaluates material and labor costs; selects, evaluates, and tabulates subcontractor estimates and materials; prepares final tabulations, bid submittals, and presentation of project costs to owners.

Steve will attend meetings and assist with detailed and open book estimates. He will explore a variety of building systems to establish an optimum design that meets budget expectations. Steve is a recipient of The Daily Reporter Estimator of the Year award and has estimated over \$3.1 billion in construction, including some of Miron's largest, most complex projects.



ALEX DANIELS

REGIONAL RISK MANAGER, GREEN BAY

Alex manages the development of site safety plans, the coordination of pre-planning efforts for our superintendents and project managers, training of employees on job-specific hazard recognition and injury prevention, performs project safety audits, and acts as an on-site safety representative.



KEVIN FINNEGAN

SCHEDULING MANAGER | LEED GREEN ASSOCIATE

Kevin facilitates all schedule-related activities with the project team, and communicates regularly with the project team, consultants, and subcontractors to update and monitor all project schedules. Kevin is also responsible for the analysis, identification, and resolution of potential schedule issues.



d) Demonstrate experience in community engagement and presenting reports and information to elected officials.

| COMMUNITY ENGAGEMENT & INFORMATION MANAGEMENT

Our team is dedicated to maintaining strong engagement with stakeholders throughout the preconstruction and construction process. We understand the importance of keeping all the community informed and involved, and we make it a priority to provide transparent, consistent updates on project milestones, timelines, and any potential challenges. This ongoing communication fosters trust and collaboration. We utilize a variety of engagement methods including:

- | Neighborhood communications
- | Open houses
- | Milestone events
- | Community tours

We ensure that each stakeholder (owner, architect, subcontractors, elected officials, community members) clearly understands the unique project drivers and is communicated about them throughout the life of the project.

COMMITMENT TO COLLABORATION

Miron embraces collaboration and welcomes a team-based approach to delivering projects.

OPEN COMMUNICATION

Our team engages in and encourages open and honest communication throughout the project. A variety of our communication tools are highlighted in the following section.

FISCAL TRANSPARENCY

Our team will maintain an open-book philosophy throughout the project in order to increase trust and keep costs visible and controllable.

COLLABORATIVE DECISION-MAKING

Miron will work together with the City of De Pere and the architect on important decisions to leverage our vast knowledge base and encourage joint accountability.

UTILIZE BUILDING INFORMATION MODELING

Our team uses Building Information Modeling (BIM) to further facilitate team collaboration and information sharing and streamline the design and construction processes.



e) Please indicate which individuals will attend the proposed interview if an interview is requested.

If an interview is requested, John Murphy (Principal-in-Charge), Kurt Wolfgram (Customer Executive), Amanda Manteufel (Project Executive), Shawn Montsma (Project Manager), and Andy Vis (Director, Steel & Precast) will be available to attend.

f) Should sub-consultant(s) be listed as part of the project team, the Proposer shall provide a letter from each sub-consultant that indicates the subconsultant's intent to be part of the project team.



Parking Building Solutions from Wells & MSE



Wells is a leading prefabrication building solution leader in the U.S., involved throughout the project from pre-construction through completion, supporting upfront design assist work and fine-tuning plans for each parking project. Our team's unique understanding of code requirements, ADA accessibility, slope limitations, and drainage ensures an efficient and well-built project.

Once the building components are manufactured and installed, our Sealants and Restoration team is here to help with lifelong maintenance support, providing a seamless Wells experience to our clients.



Dr. John Wang, S.E. is the founder and president of Midwest Structure Engineering, Inc. Dr. Wang received his Ph.D. degree from the Civil Engineering Department of Marquette University in 1992.

Dr. Wang's experience with precast concrete design is extensive, and he has been involved in designing over 250 precast structures such as stadiums, high rise precast hotels, and insulated industrial warehouse buildings.

Wisconsin Recent Parking Structure Project Experience

- 1801 E. Washington Marling Lumber Parking Deck, Madison, WI
- Associated Physicians Parking Deck, Madison, WI
- YMCA Parking Structure, Appleton, WI
- Aurora Psychiatric Hospital Parking Deck, Wauwatosa, WI
- Aurora West Allis Medical Center Parking Structure Addition, West Allis, WI
- Block 7 Parking Structure, Milwaukee, WI
- Broad Street Parking Structure, Menasha, WI
- Burlington Parking Deck, Burlington, WI
- Concordia College Parking Ramp (3), Mequon, WI
- Dane County Airport Ramp, Madison, WI
- Franck Cottage Garage, Wabeno, WI
- GIA Parking Deck, Madison, WI
- Hill Farms DOT Parking Deck, Madison, WI
- Innovation Park Parking Structure, Wauwatosa, WI
- Johnson Controls Parking, Glendale, WI
- Komatsu Corporate Headquarters Parking Structure, Milwaukee, WI
- Linden Drive Parking Deck, Madison, WI
- Luther Midelfort Hospital Parking Ramp, Eau Claire, WI
- Madison Yards Parking Deck (2), Madison, WI
- Marquette General Hospital Ramp, Marquette, MI
- Mayfair Parking Deck, Wauwatosa, WI
- Metro Market Parking Deck, Shorewood, WI
- MSOE Parking Deck, Milwaukee, WI
- Potawatomi Parking Deck, Milwaukee, WI
- Pritzlaff Parking Structure, Milwaukee, WI
- Promega Parking Garage (2), Fitchburg, WI
- River Center Parking Ramp, Green Bay, WI
- Shorewood Parking Deck, Shorewood, WI
- St. Joseph's Parking Deck Renovation, Milwaukee, WI
- Summit Parking Deck Addition, West Allis, WI
- The Corners Parking Deck (2), Brookfield, WI
- ThriveOn Collaboration Parking Structure, Milwaukee, WI
- University Crossing Parking, Madison, WI
- UWHC East Side Parking Deck, Madison, WI
- VA Hospital Parking Deck (2), Milwaukee, WI
- Wgema Campus Parking, Milwaukee, WI
- Wisconsin Crime Lab Parking Deck, Wauwatosa, WI
- WM. S Middleton VA Hospital Parking Structure, Madison, WI

(#) represents the number of projects for the specific client and location

Wells Primary Contact: Brett Evenson
brett.evenson@wellsconcrete.com
920.965.9464

Wells has completed hundreds of parking structures throughout the United States.

g) The Proposer may include two (2) additional pages for each project to illustrate aspects of the completed project that provide the evaluation team information to assess the Proposer's experience with relevant project work.

CITY OF MADISON

LIVINGSTON STREET GARAGE

MADISON, WISCONSIN



The Madison South Livingston Street Garage is a five-story, cast-in-place concrete parking structure with a two-story component available for retail space. It contains 667 spaces and four electric vehicle charging stations (EVCS). **It is the first, and only, parking structure in Wisconsin to pursue Parksmart certification,** the world's only certification program that defines, measures and recognizes high-performing, sustainable garages. The system is designed to advance sustainable mobility through smarter parking structure design and operation. The following page outlines the Parksmart certification process and Miron's capabilities to assist with this and other sustainable incentives.

OWNER: CITY OF MADISON
 ARCHITECT: GRAEF
 PROJECT: \$15,200,000
 AREA: 241,182 SF
 COMPLETION: JULY 2018
 DELIVERY: GENERAL CONTRACTOR

| PARKSMART CERTIFICATION

Parksmart is the world's only rating system designed to advance sustainable mobility through smarter parking structure design and operation. Parksmart is a standard that recognizes 48 measures (248 points) across innovation and three categories:

- Innovation:** credits new and creative sustainable parking and transportation initiatives.
- Management:** encourages garage operations to maximize the use of a parking asset while minimizing waste.
- Programming:** guides garages to new revenue sources, greater customer satisfaction and stronger community relations. Green garage programs ensure effective vehicle ingress/egress, provide access to alternative mobility solutions, and leverage the garage's potential as a public space.
- Technology and Structure Design:** recognizes the physical attributes a garage can deploy to increase energy efficiency, lower waste and support customer mobility choice.



Elements of Parksmart Certification

Management	Max Points	Technology and Structure Design	Max Points
Parking Pricing	4	Idle Reduction Payment Systems	4
Shared Parking	6	Fire Suppression Systems	2
Transportation Management	4	High/Low VOC Coatings, Paints, Sealants	2
Organization/Association	4	Free Infusion Stations	2
Recycling Program	4	EV Charging Stations	6
Sustainable Purchasing Program	2	HVAC Systems - Occupied Spaces	6
Proactive Operational Maintenance	6	Ventilation Systems - Parking Decks	6
Cleaning Procedures - Occupied Spaces	2	Lighting Controls	8
Cleaning Procedures - Parking Decks	6	Energy-efficient Lighting System	8
Building Systems Commissioning	8	Stormwater Management	6
Construction Waste Management	6	Rainwater Harvesting	4
Regional Materials	6	Crewwater Reuse	2
Regional Labor	4	Indoor Water-efficiency	2
Reused/Repurposed/Recycled Materials	6	Water-efficient Landscaping	2
Third Party Sustainability Certification	12	Roofing Systems	6
Credentialed Management	4	Renewable Energy Generation	12
Life-cycle Assessment	8	Design for Durability	6
Total Management Points	90	Energy Resiliency - Storage	4
		Total Technology & Structure Design Points	88
Programs	Max Points	Innovation	Max Points
Placemaking	4	Innovative Approach	6
Access to Mass Transit	4	Total Innovation Points	6
Wayfinding Systems - External	4	Total Parksmart Points	248
Wayfinding Systems - Internal	4		
Traffic Flow Plan	4	Parksmart Award Levels / Existing Facilities	
Cashless Program	6	Certification level	Points
Rideshare Program	6	Parksmart Pioneer	90+
Low-emitting and Fuel-efficient Vehicles	4	Required minimum in management, Programs and Technology & Structure Design categories: 10 in each category	
Alternative Fuel Vehicles	4	Parksmart Award Levels / New Construction	
Alternative Fuel Fleet Vehicles	6	Certification level	Points
Bicycle Parking	6	Parksmart Bronze	110 - 134
Bicycle Sharing/Rental	6	Parksmart Silver	135 - 159
Accessing/Bidirectional Program	4	Parksmart Gold	160+
Total Programs Points	44	Required minimum in management, Programs and Technology & Structure Design categories: 20 in each category	

Parksmart | parksmart.gbci.org

THE PROCESS

Parksmart certification involves four main steps:

- 01 |** Register the project by completing the online form and paying the one-time flat \$1,2000 registration fee
- 02 |** Collect and submit the documentation to Green Business Certification Inc. (GBCI) via the Arc platform and pay the one-time flat \$5,500 certification review fee
- 03 |** Review of the project by GBCI
- 04 |** Certification by GBCI

Integrating Parksmart measures into the project will require a team approach that is led by the Parksmart Project Administrator (PA), who guides the Owner and the project team through the Parksmart strategies to determine which elements are integrated into the project by reviewing the Owner's Checklist, developing the Parksmart Planning Worksheet, and managing the Parksmart Scorecard.

The PA oversees the Parksmart certification process via the Parksmart Certification Tracker and manages project design and construction team members, as well as the owner, who are responsible for certain tasks or measures including collecting information, performing calculations and analysis, and preparing the documentation to demonstrate the achievement of the Parksmart requirements. The PA plays a key quality role by checking that the Parksmart documentation is complete and accurate in the Arc platform, before submitting it to GBCI for review, and accepting the review results once certification is achieved.

After the documentation is submitted, GBCI evaluates the documentation for completeness and compliance with the Parksmart rating system and responds with a review, indicating which measures are achieved and which, if any, are pending and require further information. The project team then has an opportunity to resubmit information for a final review. Once the project has reached a certification achievement threshold, the PA can accept the Parksmart certification award.

Projects have five years from registration to achieve certification. New parking structures must earn a minimum of 20 points in each of the three main certification categories: Management, Programs, and Technology and Structure Design, and are eligible to achieve Bronze (110-134 points), Silver (135-159 points) or Gold (160+ points) certification.

CAPABILITIES & EXPERIENCE

Miron served as the general contractor on the only parking structure in Wisconsin that is pursuing Parksmart certification, providing documentation to BWBR, who served as the Project Administrator. Miron's director of sustainable services, Theresa Lehman, has the ability to serve as the Project Administrator on this project if needed, as she has served in this role on nearly half of the 74 LEED projects in Miron's \$1.25 billion green project portfolio. If the City of De Pere would choose to have Miron serve as the Project Administrator, we can provide a professional service fee accordingly.

3 | PROJECT UNDERSTANDING & APPROACH

a) Demonstrate understanding of the project opportunities and challenges. b) Identify the potential project challenges and how you would recommend addressing each.

| UNDERSTANDING OF PROJECT OPPORTUNITIES & CHALLENGES

With Miron Construction’s experience in parking structures and garages, we have seen our share of opportunities and challenges. With most of the structures going in congested areas with impacts to surrounding stakeholders, these projects require detailed pre-planning and communication. Being involved with the design process to review constructability, budget, and schedule throughout preconstruction will allow us to control any potential challenges by identifying them earlier enough to have a positive reaction.

Below we have identified areas for consideration that will drive project success. We welcome the opportunity to engage with your group in more detail about these strategies and their ability to improve project schedule and increase efficiency.

FOCUS AREA	STRATEGY
01 Develop/maintain strict adherence to project schedule	Develop the overall schedule to hit key milestone dates and adhere to the completion date of July 2026. Our job is to provide a very detailed schedule throughout preconstruction that can be assessed from multiple viewpoints on what is the best path forward. It is imperative that Miron attend any/all design review meetings to assess how specific decisions will affect the overall construction schedule. The proposed team is positioned to be involved in these meetings and can provide potential schedule impacts on specific decisions/outcomes discussed. Miron will also look at specific opportunities for “enabling work” to get a jump on areas that make sense. We will establish a plan with the project team to make sure the risk/ reward makes sense.
02 Overall site logistics and material logistics plan	Develop an ongoing 4D site logistics plan. This plan will be critical to get “buy-in” from City of De Pere and the adjacent stake holders for all phases of the work. It will be imperative to establish a well-considered plan, as the project moves from start to finish, that City of De Pere and all contractors can rely on. Mapping out a thoughtful plan that considers contractor parking, construction traffic patterns, equipment laydown, construction trailer areas, etc., are all things the Miron team will be focused on immediately, if awarded.
03 Material procurement	To meet schedule and be efficient in providing the required equipment and materials for the project, we will be advising on early procurement of some items. Precast concrete fabrication, electrical equipment, and elevators are some of the items we track that can have longer than normal lead times. Given this, we will detail this out in our schedule and be reviewing with the team on a constant basis to avoid any delays.

FOCUS AREA	STRATEGY
04 Parksmart and sustainability requirements	Utilize a Parksmart scorecard to demonstrate how sustainable building, parking and transportation practices can be incorporated into the structure's design, management and operation and provide a summary of the pros and cons of each, anticipated maintenance implications, and initial costs and potential savings, including an analysis of potential rooftop solar canopies. Investigate potential incentive opportunities for rooftop solar and EV charging stations.
05 Impact to Adjacent Properties & Projects	Through review of Walker Consultants Park Study, it is understood that this project is a piece of a larger master plan. Coordination between adjacent contractors, residential properties, and City of De Pere will be essential to a successful project. With limited lay down space, we will need to have strategic planning for material delivery, traffic flow, and snow removal.

c) Provide your firm/team's approach to achieving the project's scope of work.

| APPROACH TO PROJECT MANAGEMENT SERVICES

1. Provide a detailed outline of the firm/team's approach toward the delivery of services to complete the Project in accordance with the City's goals and timeline. The Project Management Approach will describe the process for making recommendations to the City and define procedures that will be employed to address the following:

COMMUNICATE WITH AND REPORT TO THE CITY AND SELECTED DESIGNER

Our team is dedicated to clear communication in order to bring all stakeholders toward a common goal. We actively encourage establishing communication channels and defining roles for the project team as early as possible.

| COMMUNICATION TOOLS

PROJECT MANAGEMENT SYSTEM

Miron utilizes Procore, an integrated project management software that tracks project-related information from the team and the project site to ensure that the project remains on time and on budget. Everyone involved in the project can access up-to-date information, including a current set of drawings, submittals, RFIs, contracts, schedules, and punch list items.

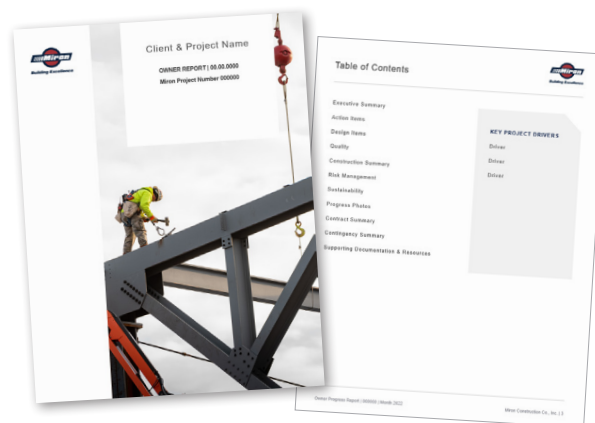
WEEKLY PROGRESS MEETINGS

Our weekly job site meetings require our project manager and superintendent, a design team representative, an owner representative, and the foremen for key sub trades to be in attendance. Miron works in conjunction with the other members of the project team in preparing meeting agendas. Minutes taken at these meetings provide a comprehensive report of the project's

progress as well as documentation of the construction schedule, commitments, designs, and directives discussed during the meeting.

MONTHLY REPORTS

A progress report identifying schedule updates, budgeting, and cost control will be provided on a monthly basis to keep you aware of the project's status. Our project manager typically attends a monthly committee meeting to present this information as well.



PROJECT SCOPE AND COST CONTROL

BUDGET AND SCOPE TRACKING

To assist with budget and scope management, Miron has developed a scope tracking tool that we use throughout design to document the cost history of a project. We start with the initial budget and list every scope change, its status (pending, accepted, or rejected), and its impact to the budget. This real-time tracking tool allows the team to quickly realize how changes affect a project's cost and ensures the project scope is linked to the budget.

BID SCOPES AND CATEGORIES

Our team works in coordination with the architects to complete a set of front-end documents that includes all required information to ensure that the bidding contractors are providing complete and accurate bid quotations for the project. We create a bid form along with specific scopes of work that identify specific inclusions and exclusions as it pertains to the specific trade of work being bid. Contractors are allowed to provide bids on multiple packages. However, each bid category must be submitted on a separate bid form for clarity. These bid scope documents are then integrated directly into subcontracts to ensure complete and full scopes of work, and verification that there is no confusion as to what is required by the successful bidder.

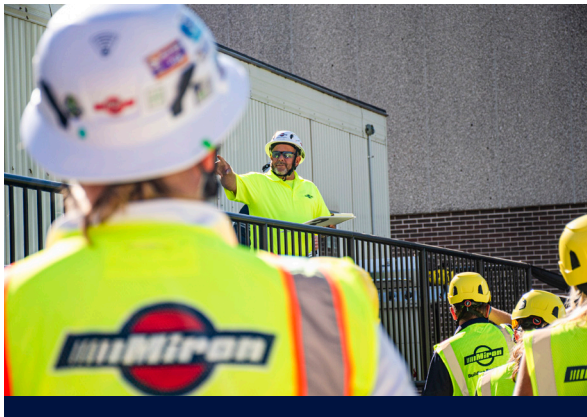
Miron may choose to bid certain scopes of work such as concrete, masonry, and general trades. As part of the "Instruction to Bidders", these scopes of work will be underlined in the front end documents stating that Miron intends on bidding these select scopes of work. Subcontractors bidding these same categories will be instructed to send their bids DIRECTLY to the Owner on bid day, not to Miron. Miron will also send our bid forms for the selected scopes of work directly to the Owner to maintain bidder trust and integrity.

PROJECT SCHEDULE - CRITICAL PATH

The project schedule is an important communication tool used to ensure the project stays on track – our "road map" for project success. Miron uses the Critical Path Method (CPM) scheduling technique, which is commonly used in the construction industry. The CPM schedule identifies all project-related activities, including design, permitting, procurement, construction, and project close-out, detailing how long each activity will take and how it relates to other tasks. From the CPM schedule, we can produce graphical representations of the project timeline and calculate the time required to complete the project. We can also determine the critical activities that require attention in order to achieve the milestone dates.

To develop the project schedule, our team works closely with the owner and design team to determine project needs and desired milestone dates. With this information, our team creates a conceptual schedule that we continue to refine as more details become available.

Our project manager and superintendent further develop the schedule by identifying construction tasks by their respective divisions of work. Once bidding is complete, we gather input from the selected subcontractors and suppliers to create a detailed work schedule within the divisions.



The project schedule is further broken down into a three-week look-ahead that is controlled by our project superintendent and reviewed daily with all on-site personnel. This look-ahead offers a detailed view of the construction activities happening on site and helps crews understand the scope of work taking place each day.

During construction, our project manager maintains the project schedule on a weekly basis to accurately report the day-to-day field operations. Schedule updates are shared in weekly progress meetings as well as in our owner project reports.

COORDINATION OF SITE AND REGULATORY APPROVALS/INSPECTIONS

Miron's coordination of site and appropriate inspections/approvals begin in the preconstruction phase. Site logistics tie heavily with Miron's culture of SQP (Safety, Quality and Production). This includes ensuring traffic flows, site security, public walk paths, and overall equipment and material laydown spaces are thought out with detail. Utilizing our in-house virtual construction team, we will create these plans in a way that can be shared with all necessary stakeholders. The clarity, frequency, and methods of communication regarding these logistics are essential to a safe and successful project.



Along with site conditions, our full-time on-site superintendent will be in constant contact with local and state officials for all required inspections and approvals throughout the construction process. From early on with storm water management, to the final occupancy inspections, Miron's team will coordinate and ensure all regulations are adhered to and approved. Our biggest asset to accomplish this is the relationships we have built throughout the years with the local authorities and inspectors, which result in proactive communication, transparency and awareness so all stakeholders are conscious of our schedule, milestones, and required inspections along the way.

QUALITY CONTROL

Miron utilizes a custom **project quality management system** adapted from the Building News Construction Inspection Manual. This comprehensive guideline and checklist is an outstanding tool used by our field and management personnel. The checklist compiles a list of items pertaining to the various divisions and specification sections. Because all projects have unique aspects, we customize each list to coincide with specific projects.

(A) QUALITY CONTROL ORGANIZATION

Our quality program begins at the top with our principals, and from there, the project manager has the ultimate control of the quality of the project. He/she is responsible for adhering to the quality program and is also responsible for the quality of our subcontractors.

(B) QUALITY CONTROL MANAGER DUTIES

- | Adapting the program to fit the project.
- | Assembling the project team and explaining the duties of each member.
- | Assembling subcontractor management and explaining their roles.
- | Maintaining active quality reports throughout the project.
- | Conducting punch list items.
- | Carrying out punch list and quality inspection until owner occupancy.

(C) SUBMITTAL PROCEDURES

Submittals are processed through the project coordinator. All submittals are documented in our network system and passed on to the proper personnel. The coordinator will also keep a log of submittal entries for tracking purposes.

(D) SCHEDULING, TRACKING, AND QUALITY CONTROL TESTING PROCEDURES

The project quality control manager will schedule, track, and conduct any of the required control testing.

(E) PREPARATORY, INITIAL, AND FOLLOW-UP INSPECTIONS

The project quality control manager will perform all inspections and report the results to the project manager and field superintendent.

(F) RESOLUTION OF CONSTRUCTION DEFICIENCIES

In tracking and resolving construction deficiencies, the quality control manager will report such deficiencies to the project manager and field superintendent, who will then refer the deficiency to the proper personnel for resolution, including any subcontractor involved in the deficiency.

SITE SAFETY

WE ARE COMMITTED TO PROVIDING A SAFE AND HAZARD-FREE WORK ENVIRONMENT FOR OUR CLIENTS, EMPLOYEES, SUBCONTRACTORS, HOST FACILITIES, AND THE GENERAL PUBLIC.

Miron takes a multi-discipline approach to risk management that integrates **safety, quality, and production (SQP)** into the building process. This approach guides our daily decisions and work.

Our SQP approach allows us to establish specific project needs and drivers through pre-planning. With this process, we:

- Proactively identify and plan for potential **safety** risks.
- Ensure that we capture and communicate **quality** expectations to stakeholders and team members.
- Integrate **production** planning to ensure the most efficient strategies that optimize the safety and quality of the project.

Critical to this approach is a highly skilled and safely trained workforce. Equipped with the most comprehensive safety training in the industry, our employees and subcontractors possess the knowledge and tools to identify and eliminate unsafe acts and conditions. Miron provides on-site safety, quality, and production management and ensures project-wide accountability in all three categories.

Employees are empowered to make a difference in the safety practices of themselves and others, leveraging Speak Up, Listen Up, Recognize It (SULURI) to not only bring forward issues, but to listen respectfully to one another. This philosophy has allowed us to establish long-lasting relationships with both subcontractors and clients who understand our commitment to safety. We actively use this tool to protect people, property, and our clients' market interests through trust and reliability.

SPEAK UP, LISTEN UP, RECOGNIZE IT

Miron utilizes SULURI as a way to enhance our SQP business philosophy and provide employees the tools to communicate effectively and reinforce safety, both on our project sites and within our offices. With this three-step process, we are able to provide **clear, direct communication** with our teams, leaders, and customers; practice **respectful listening**; and **express gratitude** for being safe, productive, and producing quality work.



PHILOSOPHY OF DISPUTE RESOLUTION

Miron takes a proactive approach by utilizing our many tools and resources to identify potential conflicts before they require resolution. Some examples of the tools and resources utilized are:

- | Design coordination meetings
- | Subcontractor coordination meetings
- | Quality assurance review of design documents
- | RFI logs
- | Submittal logs
- | Weekly coordination meetings
- | Daily foreman's meetings
- | Communication between all team members
- | Professional and experienced staff

We pride ourselves on our ability to promote teamwork with owners, the design team, subcontractors, and suppliers. When a problem arises, we address it immediately and find a solution. The most critical element in conflict resolution is communication. As long as there is clear communication between the owner, architect, and Miron, the project will be successful.

Miron conducts weekly job site meetings, which we have found to be beneficial and productive, as we require our project manager, on-site superintendent, a design team representative, an owner representative, and the foremen for key sub trades to be in attendance. These meetings allow for open discussions, ensuring that everyone involved in the project is on the same page.



d) Coordinate with the designer to identify the permits that will be required to be submitted and how you would propose to proceed to ensure that permits are obtained quickly.

| IDENTIFY & OBTAINING PERMITS

Miron prides itself on the relationships we have with our architectural partners throughout the industry. Due to these relationship, we have developed a clear communication line for all required permits and submissions. Early in the preconstruction process, our team will create a milestone schedule for the design and approval process that will be reviewed on a weekly basis with the team. Being able to hold all team members accountable for this schedule ensures we hit milestone submittals in both the state and local jurisdictions. Our experience gives us the ability to anticipate which permits will need longer approval processes, and which can be done quickly. Identifying these early while holding all participants accountable, ensures we don't delay and construction starts when scheduled.

e) Provide any value-added services your firm/team can provide above that are identified within the request.

| MIRON VALUE-ADDED SERVICES

SUSTAINABILITY

Sustainability plays an integral role in our organization. Miron’s sustainable services are led by Theresa Lehman, LEED Fellow, LEED AP BD+C, ID+C, WELL AP, Fitwel Ambassador, and LEED and WELL Faculty. She, along with our team, is ready to help establish or support your sustainable goals. Services offered by Miron include:

SERVICES OFFERED BY MIRON INCLUDES:

- Assessment of sustainability grants and incentives.
- Evaluation of energy programs available through local utilities.
- Financing mechanisms for sustainability projects.
- Identification of alternative, renewable, and emerging technologies.
- Sustainable material assessments for local resources and products.
- Creating and implementing a customized Construction Waste Management (CWM) Plan.
- Project administration of building certifications (LEED, WELL, Fitwel, etc.).
- Sustainability engagement and messaging for key stakeholders and communities.



OUR **BUILDING GREEN** MISSION IS TO LEAD BY EXAMPLE TO DEMONSTRATE THE BENEFITS OF THE TRIPLE BOTTOM LINE: **PEOPLE, PLANET AND PAYBACK** THROUGH EDUCATION, CORPORATE CULTURE, AND PRACTICAL CONSTRUCTION SOLUTIONS.



THERESA LEHMAN

DIRECTOR, SUSTAINABLE SERVICES

LEED FELLOW, LEED AP BD+C, ID+C, WELL AP, FITWEL AMBASSADOR

Theresa has worked on over 90 projects valued at over \$1 billion across many market segments that have been successfully awarded LEED, Fitwel, Parksmart, Fitwel Viral Response Module and WELL Health + Safety certifications. While third-party certification may not be a goal for your project, Theresa can provide unrivaled expertise in sustainable design and construction practices and assist the project team in identifying applicable incentive programs.

SELF-PERFORMANCE CAPABILITIES

Miron has the ability to self-perform selected construction activities, including concrete, carpentry, masonry, precast and steel erection, demolition, and heavy rigging. This experience gives us unique insight into material and labor costs and constructability. Because we competitively bid our self-perform work, we leverage our real-time productivity rates and material costs to assure our pricing is competitive in today’s construction market.

Miron routinely employs more than 1,500 skilled craftspeople. This allows us the flexibility to assure our projects are properly staffed to handle the self-performed work.

SELF-PERFORMANCE **ADVANTAGES:**

COST SAVINGS

CONTROL OVER THE SCHEDULE

QUALITY ASSURANCE

INCREASED SAFETY

EFFICIENT UTILIZATION OF CREWS AND EQUIPMENT



f. Identify any issue the City might have omitted in its understanding of this project, which may include the site’s architectural, MEP, and civil engineering concerning separate engineering related to a precast system.

| OMISSION OF ISSUES IN PROJECT UNDERSTANDING

Miron does not see any issues that the City of De Pere omitted in its understanding of this project.

4 | PROJECT TIMELINE

a) Overview of the professional team's resources available to complete the services requested in the schedule outlined in the scope of services. The Proposer should illustrate to the City how they propose to approach the project and assemble the resources to meet each major element of the project).

| AVAILABLE TEAM RESOURCES

Miron has a large team behind the scenes ready to jump in on planning, preconstruction, and constructability reviews for the new De Pere Public Parking garage. From the time of award and kick-off, our resources are available to begin laying out a detailed schedule and setting important preconstruction milestones. To meet these goals, the team will be led by our customer executive, Kurt Wolfgram. As the leader of the preconstruction process, he also serves as the connector between preconstruction and the on-site construction team when its time to put a shovel in the ground.

Our approach to the project will begin with understanding the City of De Pere's needs with this ramp. This includes learning adjacent property impact, going through maintenance and service concerns/issues, and ensuring the project meets high quality standards while also being conscious of budget. Our road map to this will be in a detailed preconstruction milestone schedule (example schedule provided on the next page), which will be created early on with input from both the City of De Pere and your architectural partner.

b) Provide a proposed critical path Project Schedule that illustrates the total project time to complete the project. For these purposes, assume the schedule to begin using the information provided in the kickoff identified above, Anticipated Project Timeline, or c) The firm/team determines that the project cannot be completed in the timeline proposed in Section D, Anticipated Project Timeline. Provide a proposed Project Schedule with a detailed explanation of the total time needed to complete this project.

| PROPOSED PROJECT SCHEDULE

At this time, there are a lot of details and discussions required with the team to determine a detailed critical path schedule for the new City of De Pere Public Parking Garage. While we have a lot to review and decisions to make, Miron is confident that the new project can be completed in the timeline listed in the RFP, based on our project experience and history of constructing ramps similar to this one. At this point, Miron is very optimistic that the project can be completed in a 9 to 10-month timeframe. Key decisions that will drive this schedule will be understanding the direction on Parksmart certification, understanding how we handle accessibility for the parking garage (elevators and stairwells), and getting ahead of any long lead time items identified early in the preconstruction process. Our current assumption is that this ramp will be constructed of precast concrete members. From both a budget and schedule perspective, this will be the most efficient way to construct the concept shown in the study provided. Additional key factors required for consideration in the schedule include:

- | SOIL CONDITIONS AND FOUNDATION SYSTEM:** Given this is a site that had previous structures and activity, it will be important to understand our foundation system. Geotechnical reports can determine if any deep foundations systems are needed.
- | ADJACENT PROJECT MILESTONES:** Miron understands that construction will be happening adjacent to this property, and it will be important to coordinate activities for all projects. It's vital that material delivery, crane swinging path, and traffic patterns are reviewed and timed out to ensure safety for everyone on and around the project site.
- | MATERIAL PROCUREMENT:** Given this parking garage is multi-story, the team will need to ensure any conveying systems are decided in a timely matter to allow for material delivery. While we feel we can get all materials required within the dates listed inside the RFP, we will need to give extra attention to some that require longer delivery windows.

Preconstruction Milestone Schedule Multiple Bid Packages

De Pere Parking Garage

12/13/2024	Bid Package #1				
	Responsible	Task Duration	Milestone Date	Overall Phase Duration	Actual Date
PROJECT ALIGNMENT MEETING			1/22/2025		
PROGRAMMING AND CONCEPTUAL DESIGN COMPLETE					
SCHEMATIC DESIGN (30%)				69	
Develop Schematic Design Set	A/E	48			
Schematic Design Deliverable Complete/Due	A/E		3/11/2025		
Review Schematic Design Drawings and Basis of Design	Miron	7			
SCHEMATIC DESIGN MEETING #1 (Miron Internal Meeting)	Miron		3/18/2025		
Review Comments Back to A/E	Miron				
Update Budget	Miron	14			
SCHEMATIC DESIGN MEETING #2 (Miron Internal Meeting)	Miron		4/1/2025		
Budget Review with Owner and Design Team	Miron				
DESIGN DEVELOPMENT (60%)				55	
Develop Design Development Set	A/E	34			
Design Development Deliverable Complete/Due	A/E		5/5/2025		
Review of Design Development Set	Miron	7			
DESIGN DEVELOPMENT MEETING #1 (Miron Internal Meeting)	Miron		5/12/2025		
Review Comments Back to A/E	Miron				
Update Budget	Miron	14			
DESIGN DEVELOPMENT MEETING #2 (Miron Internal Meeting)	Miron		5/26/2025		
Budget Review with Owner and Design Team	Miron				
CONSTRUCTION DOCUMENTS (90%)				46	
Develop 90% Construction Document Set	A/E	15			
Construction Documents 90% Complete/Due	A/E		6/10/2025		
Review of 90% CD Set	Miron	7			
90% CD MEETING #1 (Miron Internal Meeting)	Miron		6/17/2025		
Review Comments Back to A/E	Miron				
Update Budget	Miron	7			
90% CD MEETING #2 (Miron Internal Meeting)	Miron		6/24/2025		
Budget Review with Owner and Design Team	Miron				
Develop 100% Construction Document Set	A/E	7			
Construction Documents 100% Complete/Page Turn with Owner	A/E		7/1/2025		
100% Construction Documents Review	Miron	5			
Review Comments Back to A/E	Miron		7/6/2025		
Final Coordination and QC	A/E	5			
Final Bid Docs Due	A/E		7/11/2025		
BIDDING				46	
PRE-RELEASE MEETING (Miron Internal Meeting)	Miron				
Final Bid Docs Review and Adjust	Miron	10			
Bid Documents Posted	Miron		7/21/2025		
Bidding Period	Miron	21			
Addendum Due (minimum one week prior to bid due date)	A/E		8/4/2025		
Bids Due	Miron		8/11/2025		
Bidder Validation	Miron	10			
Review Bid Results with Owner	Miron	5	8/25/2025		
SEQUENCE and DURATION MEETING (Miron Internal Meeting)	Miron		8/18/2025		
Site Mobilization	Miron		9/1/2025		
Award Contracts to Subcontractors and Mobilize for Construction	Miron		9/1/2025		
START CONSTRUCTION			9/1/2025		
OVERALL CONSTRUCTION DURATION		290			
SUBSTANTIAL COMPLETION			6/18/2026		

5 | BUDGET

Submit a cost proposal that documents the hours and personnel for each task. These tasks shall include, at a minimum, the scope detail above. Include cost and staff hour tables, rates, and markups to calculate the summarized costs. Include a master spreadsheet that includes the total level of effort (staff hours) for each task. The spreadsheet shall list job classification (not individual), projected hours, pay rates, overhead factors, direct costs, and profit in separate columns. Subconsultants/ subcontractors who make up your team must also be included in the master spreadsheet.

De Pere Parking Garage

Cost Proposal

12/13/2024



CMaR Fee and Cost of Work Listing		FEE	FEE	Cost of Work			
Description	Precon. Fee \$0 (No Charge)	CM Fee 2.50%		Construction Cost of Work (Div. 1 -33)	General Conditions (\$29,700 / Month)	General Req.	Reimbursable
Principle in Charge	x	x					
Principal-In-Charge Vehicle / Fuel	x	x					
Project Executive / Customer Executive	x	x					
PE / CE Vehicle / Fuel	x	x					
Project Manager / Vehicle / Fuel	x				\$8,400		
Project Superintendent / Vehicle / Fuel	x				\$17,600		
Project Accountant					\$1,200		
Document Controls Administrator					\$900		
On-Site Project Office / Heat					\$1,400		
Project Office / Phone / Fax / Supplies / Postage					\$200		
Estimating	x	x					
Scheduling / Phasing	x	x					
Safety / Risk Manager	x	x					
General Superintendent	x	x					
Sustainability Services	x	x					
Value Engineering	x	x					
Constructability Reviews	x	x					
BIM / Virtual Construction Services		x					
Home Office Accounting / Secretarial		x					
Purchasing		x					
Legal		x					
Punch List		x					
Project Closeout / Owner Training		x					
Project photos		x					
Monthly Owner's report		x					
Construction Cost of Work (Division 1 - 33)				X			
Final Clean-up						x	
Equipment and Material Transportation							
Snow Removal						x	
Project Cleanup / Dumpsters						x	
Construction Aids (scaffolding, staging, ladders)				x			
General Liability Insurance				x			
Builder's Risk Insurance				x			
Performance and Payment Bond (if requested)				x			
Testing lab services				x			
Inspection Services				x			
Temporary Power						x	
Temporary Heat						x	
Temporary Water						x	
Temporary Toilets						x	
Project Storage Trailers				x			
Cranes and Hoists				x			
Signage						x	
Job Site Security						x	
Traffic Control						x	
Temporary Access Roads / Drives				x			
Equipment and Tools				x			
Blueprints / copies							x
Mailing / UPS							x
Building Permit							x

*NOTE: Parksmart Certification or administration fees are not included in our fee or costs.

| GENERAL CONDITIONS - CITY OF DE PERE PUBLIC PARKING GARAGE

DESCRIPTION	START	COMPLETION	STATUS	MONTHLY RATE	TOTAL (based on 10 mo. schedule)
Project Executive	January 2025	July 2026	Offsite	\$0	Included
Customer Executive	January 2025	September 2025	Offsite	\$0	Included
Project Manager	September 2025	July 2026	Onsite	\$8400	\$84,000
Project Superintendent	September 2025	July 2026	Onsite	\$17,600	\$176,000
Project Accountant	September 2025	July 2026	Onsite	\$1,200	\$12,000
Document Controls Admin.	September 2025	July 2026	Offsite	\$900	\$9,000
Travel					Not Needed
Sustainable Services / Parksmart Coordination	January 2025	July 2026	Offsite	Not Included	Anticipated 80 hrs Required
BIM Coordination	January 2025	July 2026		\$0	Included
Misc. Supplies	September 2025	July 2026		\$200	\$2,000
Trailer and Supplies	September 2025	July 2026		\$1,400	\$14,000
Subtotal Cost					\$ 297,000

Within our fee includes:

- | Principal-In-Charge
- | Risk Manager
- | Director, Sustainable Services (if needed)
- | Virtual Construction Lead

6 | REFERENCES

Attach a list of not less than three (3) projects on which your firm or team has provided Construction Management Services during the last five years, emphasizing the types of projects similar in nature and scope to the City's project. In addition, identify all projects in which your firm was engaged as the Construction Manager and specify whether such projects have been for a public or private entity.

CITY OF MADISON SOUTH LIVINGSTON STREET GARAGE*

JONATHAN EVANS | jevans@cityofmadison.com

Engineer 4 | CITY OF MADISON

**Only parking ramp in Wisconsin seeking Parksmart Certification*

| Project information provided in previous section.



RESCH EXPO CENTER

MARY KARDOSKEE | mkardoskee@ashwaubenon.com

Village President | VILLAGE OF ASHWAUBENON

| Project information provided in previous section.



MENASHA DOWNTOWN DEVELOPMENT BROAD STREET PARKING STRUCTURE

JOHN HOGERTY | jhogerty@bergstromauto.com

Executive Vice President & General Counsel | BERGSTROM CORPORATION

| Owner: Menasha Downtown Development, LLC.

| Size: 100,000 SF

| Completion: May 2016

| Description: This parking structure is adjacent to the new eight-story, 118,200 SF office tower, One Menasha Center. The structure provides three levels of much-needed spaces to accommodate 300 vehicles in the downtown area.



THE PALLADIUM OFFICE BUILDING & PARKING STRUCTURE

NANCY CONNOLLY | nconnolly@hammesco.com

President | HAMMES COMPANY

| Owner: Hammes Company

| Size: 93,390 SF

| Completion: December 2018

| Description: This new five-story office building, with its adjacent 337-vehicle parking structure, serves as the new corporate headquarters of the Hammes Company.





ADDITIONAL CONSTRUCTION MANAGEMENT MUNICIPAL EXPERIENCE

Miron Construction Co., Inc.

Project Name	Owner	City	State	Project	Completion
Ho-Chunk Beloit Casino, Hotel, and Conference Center	Ho-Chunk Nation	Beloit	WI	\$515,000,000	1/14/2026
Bremer County Courthouse Addition and Renovation	Bremer County	Waverly	IA	\$6,000,000	10/17/2025
Marathon County New Regional Forensic Science Center	Marathon County	Wausau	WI	\$15,000,000	6/20/2025
North Central Health Care Campus Remodel of Building A & B	Marathon County	Wausau	WI	\$13,000,000	3/1/2025
Elisha D. Smith Public Library Renovations	City of Menasha	Menasha	WI	\$8,000,000	12/31/2024
Hannahville Indian Community Health Clinic & Government Services Building	Hannahville Indian Community	Wilson	MI	\$29,000,000	8/30/2024
Bad River Band of Lake Superior Tribe of Chippewa Indians Health and Wellness Center Expansion/Renovation	Bad River Band of the Lake Superior Chippewa	Ashland	WI	\$31,700,000	8/30/2024
Hiawatha Fire Station No. 2	City of Hiawatha	Hiawatha	IA	\$6,500,000	8/1/2024
Shawano Municipal Utilities New Headquarters	Shawano Municipal Utilities	Shawano	WI	\$10,100,000	7/9/2024
City of Waupaca Department of Public Works Facility	City of Waupaca	Waupaca	WI	\$8,600,000	3/15/2024
Neenah Police Training Center	City of Neenah	Neenah	WI	\$5,200,000	2/21/2024
North Central Health Care Campus Addition and Remodel	Marathon County	Wausau	WI	\$12,800,000	10/31/2023
Sawyer County Courthouse Addition and Renovation	Sawyer County	Hayward	WI	\$8,800,000	8/15/2023
Experience Greater Green Bay Visitor Center	Experience Green Bay Foundation	Green Bay	WI	\$8,000,000	8/1/2023
Meskwaki Recreation Center	Meskwaki Nation	Tama	IA	\$29,600,000	4/5/2023
Marshfield Utilities Facility Building	Marshfield Utilities	Marshfield	WI	\$14,700,000	12/1/2022
Pepin County Highway Facility	Pepin County	Arkansas	WI	\$8,400,000	8/2/2021
Greenville Fire & Safety Building	Town of Greenville	Greenville	WI	\$6,200,000	11/1/2020
City of Wausau Fire Station No. 2	City of Wausau	Wausau	WI	\$5,400,000	4/3/2020
Waupaca County Highway Department Facility	Waupaca County	Waupaca	WI	\$21,000,000	10/13/2019
Curative Connections Facility Renovation	Curative Connections	Green Bay	WI	\$6,100,000	7/1/2019

7 | FINANCIAL STATEMENT

In lieu of a financial statement, provide a notarized representation that certifies that your organization and its underlying businesses have a sound financial standing and will provide all pertinent information regarding your financial status to the City, in confidence, if requested.



Nicoletbank.com

May 23, 2024

RE: Miron Construction Co., Inc.
PO Box 509
Neenah, WI 54957

To Whom It May Concern:

This memo is to inform you that Miron Construction Co., Inc. currently banks with Nicolet National Bank in Green Bay, Wisconsin, and has since January, 2005. The Company maintains a low-eight figure line of credit, with full availability, to be used for working capital borrowing needs. The Company also maintains depository accounts at Nicolet, with medium eight-figure average balances. All obligations have been handled satisfactorily and professionally.

Miron Construction is one of our finest customers and should you have any questions or require additional information please feel free to contact me directly at (920) 430-7339.

Sincerely,

A handwritten signature in black ink, appearing to read "ESM", written over a horizontal line.

Eric M. Siudzinski
Senior Vice President

EMS/ajm

111 N Washington Street P O Box 23900 Green Bay WI 54305-3900 P 920-430-1400 F 920-430-7581



8 | INSURANCE AND LEGAL RESPONSIBILITIES

List the names and addresses of the insurance companies that have written commercial liability insurance policies for your organization and the projects listed in the experience section of this RFP during the past three (3) years.

| INSURANCE COMPANIES

Miron's current bonding capacity is \$400 million per project with a potential overall capacity of \$1.5 billion.

SURETY/BONDING COMPANY (CARRIER)

Zurich American Insurance Company
Harry Cusack, Underwriter | Large Contract Surety - Central
4 World Trade Center, 53rd Floor
150 Greenwich Street
New York, New York 10007
978.380.8767
harry.cusack@zurichna.com

SURETY/BONDING BROKER (REPRESENTATIVE)

Aon Risk Services, Inc. of WI
Brian Krause, Director of Surety
10700 Research Drive
Milwaukee, WI 53226
414.225.5393
brian.krause@aon.com

Joint ventures should list the insurers for the company or person expected to be the major owner of the joint venture. Has any insurance company paid on behalf of the persons or organizations covered? If so, indicate names and addresses of insurance companies, particulars of payment, and date(s).

| MATERIAL CLAIMS

There have been no material claims related to projects.

Is your firm now, or has it been, within the past five (5) years, involved in any legal action related to any projects? If yes, please explain in detail and identify any judgments entered in such action.

| LITIGATION

Miron Construction Co., Inc., prides itself on the relationships we build with our clients. We are proud of our ability to resolve the infrequent issues that arise in an alternative manner without engaging in legal action. Miron has not been involved in any arbitration or litigation in the last five years.

Also, provide all details of any declaration of default, non-conformance notices, or termination for cause against your firm with respect to such services.

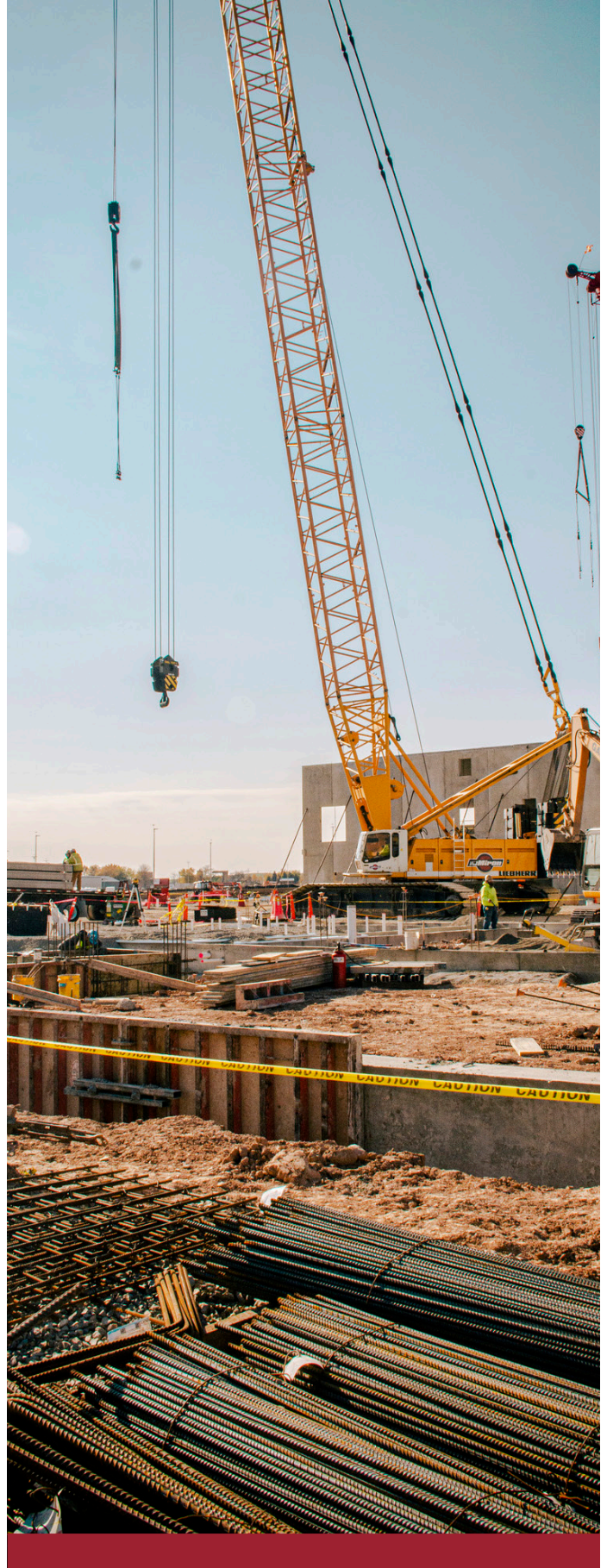
| DECLARATION OF DEFAULT, NON-CONFORMANCE OR TERMINATION

Miron has no declaration of default, non-conformance notices, or termination for cause against our firm.

In addition, state whether during the past five years your firm or sub-consulting firms have been suspended from either bidding or entering into any government contract.

| SUSPENSION FROM GOVERNMENT CONTRACTS

Miron has had no suspension from either bidding or entering into any government contracts.





9 | CONFLICT OF INTEREST

Disclose any potential conflict of interest including, but not limited to, familial relationships between members of the consulting team and elected officials or employees and/or employees of the City of De Pere.

Miron is not aware of any potential conflicts of interest with the City of De Pere.



STAY GROUNDED | THINK BIG | RALLY TOGETHER | DIG DEEP | BUILD LEGACIES



Building Excellence



PROPOSAL

FOR CONSTRUCTION MANAGEMENT SERVICES

PUBLIC PARKING GARAGE ■



Findorff

DECEMBER 13, 2024 ■

TABLE OF CONTENTS

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- 02 QUALIFICATIONS & CAPABILITIES
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& APPROACH
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- 08 INSURANCE &
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- 09 WHY FINDORFF

CLIENT CONTACT

Mike Stern
Director of Project Management

1600 N 6th Street
Milwaukee, WI 53212

Office: 414.418.2580
mstern@findorff.com





December 13, 2024

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

To whom it may concern,

Thank you for the opportunity to submit our proposal for the City of De Pere Public Parking Garage. We are thrilled to be considered as a Construction Management partner with you, and we hope the following materials demonstrate the value we will add to your team.

We understand the level of commitment, attention to detail and focus on quality that this project mandates. In the following pages, we will share examples of projects that are similar in scope and complexity to yours. We want to clearly identify our experience and expertise while highlighting our positive track record:

The Right Experience: As you will see in the pages that follow, Findorff has extensive experience completing parking garages in highly trafficked, downtown settings. Findorff has recently completed numerous projects similar in size and scope to what the City of De Pere has planned. We know this construction type very well, and our skilled experience will allow us to hit the ground running while balancing the goals of all stakeholders involved.

The Right Team: In an industry driven by client relations and integrity, Findorff's expertise in parking makes us a valuable and trusted partner. Our extensive background leading preconstruction, construction, and post construction services has proudly earned us a strong reputation among clients and project partners alike. We have proposed a highly skilled and sought-after team who will be fully dedicated to this project from beginning to end.

The Right Relationships: Findorff is committed to selecting and incorporating the best team members for your project. Having called Wisconsin home for over 134 years, we enjoy working relationships with hundreds of subcontractors, suppliers, and other area businesses. Findorff's team understands the importance of community and these relationships will prove essential to the project's efficiency, timelines, and ultimately its bottom line.

Our team looks forward to the opportunity of being your partner, and we are eager for the chance to present our qualifications in person. If you have any questions at all, please do not hesitate to contact me directly. Thank you again.

Sincerely,



Mike Stern
Director of Project Management
J.H. Findorff & Son Inc.



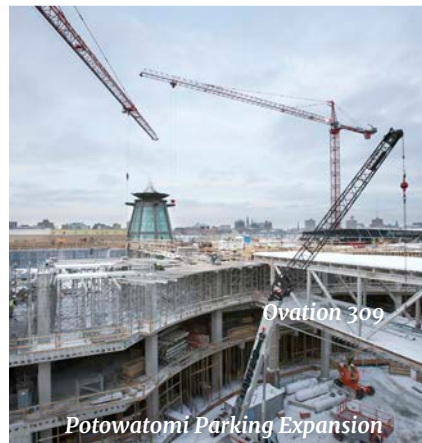
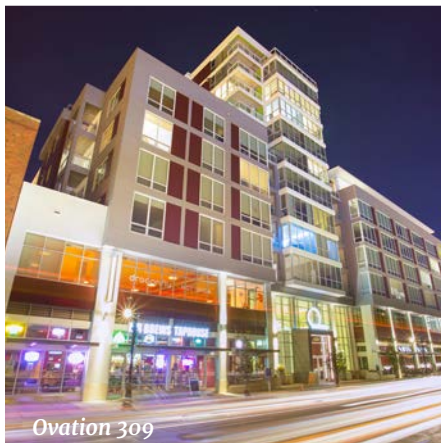
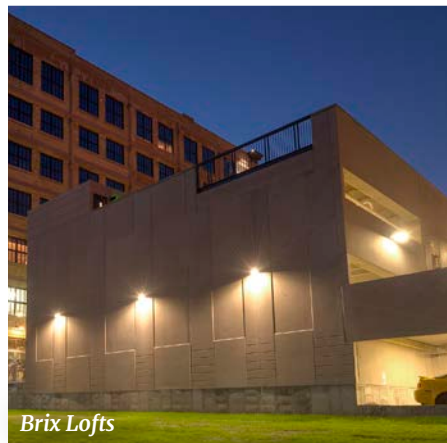
*Parking structure with
built-in solar panels
built by Findorff.*



PROJECT EXPERIENCE

A. Demonstrate experience and qualifications of the lead firm on related projects and any sub-firms on the project team. Experience should detail relevant experience in facilitation projects for similar communities.

No matter the size of the project or the delivery method, we understand and can advise on critical technical information, such as post-tension systems, epoxy-coated reinforcing steel and concrete forming (precast and cast-in-place). We work with design partners to provide life-cycle analysis information and sustainable considerations for parking structures. See below and on the following page to find a variety of parking structures Findorff has built.



ADDITIONAL PARKING STRUCTURE EXPERIENCE

PROJECT NAME	New Parking	Cast in Place	Precast	Mixed-use Development	# of Parking Spaces
100 Wisconsin	•	•		•	162
American Family Children's Hospital	•	•		•	300
Anchor Bank	•	•		•	540
Block 89 Office Building	•	•		•	469
Brix Apartment Lofts	•		•	•	149
Capitol Point Condominiums	•	•		•	300
CUNA Mutual		•			500-1,000+
Clement J. Zablocki VA Parking Structure	•		•		400
Dane County Regional Airport	•		•		1,360
Dayton Street Parking Ramp	•	•			530
Edgewater Hotel New Parking Structure	•	•		•	200
Epic Campus 5	•	•		•	2,589
Epic Farm Campus	•	•	•	•	1,075
Epic Prairie Campus	•	•		•	1,400
Epic Zodiac Parking Structure	•	•		•	1,250
Edgewood College	•	•			200
Fluno Center	•	•			291
Fourth Ward Lofts	•		•	•	100
Frances Street Parking Ramp	•	•			1,160
Grand Avenue Mall		•			700+
Hilton Hotel	•	•		•	189
J.H. Findorff & Son Inc.	•	•		•	177
Lot 17	•		•		800
Madison VA Hospital	•		•		819
Mercy Janesville Parking Structure	•	•			145
National Conference of Bar Examiners	•	•		•	98
Nolen Shore Condominiums	•	•		•	110
Potawatomi Parking Structure Addition	•	•			600
Ovation 309	•	•		•	339
The Corners - Brookfield	•	•			N/A
The Hub at Madison	•	•		•	143
The James	•	•		•	143
The Moderne	•	•		•	209
University Club	•		•	•	350
University Square Development	•	•		•	437
UW Health at The American Center	•		•		270
Waukesha Metro Transit Center	•		•	•	459

OUR TEAM

B. Provide a staff organization chart. Identify key individuals involved in this project, their affiliation, and office location. Provide key individuals' resumes

The team we are proposing includes individuals that have extensive planning, preconstruction, and construction management experience in projects of similar size and scope to the City of De Pere Public Parking Structure. Please see organization chart below and resumes to follow.

C. For each staff member identified in the organization chart, summarize relevant experience and qualifications. The brief overview should identify the individual's experience with similar projects and their availability to support this project.

Detailed resumes are provided on the following two pages for team members of key individuals who will be involved in the project on a daily basis. Please see page 10 for a summary of all project leadership's relevant experience and availability.

D. Demonstrate experience in community engagement and presenting reports and information to elected officials.

Community engagement experience is listed on page 12.

E. Please indicate which individuals will attend the proposed interview if an interview is requested

The individuals who will attend the interview are noted with a red outlined circle around their headshot.

F. Should sub-consultant(s) be listed as part of the project team, the Proposer shall provide a letter from each sub-consultant that indicates the subconsultant's intent to be part of the project team

Does not apply.

EXECUTIVE LEADERSHIP



MIKE STERN
Project Executive



MIKE SMARELLI
General Superintendent

PROJECT LEADERSHIP



DEREK GALLENGER
Project Manager



JASON REID
Superintendent

PROJECT SUPPORT



LAURA BLOOD VELOTTA
Director of MEP & Specialty Services



BEN AUSTIN
Sustainability Manager



LARRY STONE
Quality Assurance Manager



JOSH BAYSINGER
Virtual Design & Construction Manager



NICK FEMAL
Safety Director



ROB MCMURRICH
Lead Scheduler



DEREK GALLENGER, PE
Project Manager

» 6 years of industry experience «

RECENT PROJECT EXPERIENCE

City of Madison

Village on Park | Madison, WI

Parking ramp addition to an existing building

- » \$15 million
- » 124,840 square feet
- » 6.5 stories
- » Post tension ramp
- » Prioritized pedestrian safety with project adjacent to City's busiest bus stop
- » Fixed schedule to meet Madison College's start date

The Couture

Apartment Tower | Milwaukee, WI

Construction of an ellipse-shaped apartment tower, a 47-story luxury high-rise development with a two-level transit concourse to also serve as a stop for the Milwaukee Streetcar

- » \$146 million
- » 750,000 gross square feet
- » 52,000 square feet of restaurant and retail
- » Post-tension concrete

ProHealth Waukesha Memorial Hospital

Mukwonago Hospital | Mukwonago, WI

Vertical expansion, addition, and remodel of existing clinic and emergency department. The building also updated its front entry, server, retail pharmacy, and community room space

- » \$57.1 million
- » 100,000 square feet (new construction)
- » 95,000 square feet (renovation)
- » 24-bed licensed hospital with six operating rooms (two-shelled)
- » Retail and inpatient pharmacy
- » Lobby, Women's Health, and clinic renovations

WEC Energy Group

Public Service Building | Milwaukee, WI

Extensive demolition and complete restoration work of four-story facility following steam damage

- » \$80 million
- » 300,000 square feet
- » Emergency response
- » Marble and gold-leaf plaster
- » Laser scanning

EDUCATION

University of Wisconsin - Madison

B.S. Civil Engineering Environmental
Studies Certificate

CERTIFICATIONS

Professional Engineer



I am eager to collaborate with De Pere in advancing their vision forward for the community. My personal connection to the area, having spent a significant portion of my youth there, provides valuable insight and a deep-rooted commitment to providing a successful project.



Village on Park



The Couture



JASON REID
Superintendent

» 25 years of industry experience «

RECENT PROJECT EXPERIENCE

The Couture

Parking Structure | Milwaukee, WI

Construction of 5-story parking structure adjacent to the Couture apartment building

- » \$13.7 million
- » 307,486 square feet
- » 912 parking stalls
- » Self-performed concrete

The Couture

Apartment Tower | Milwaukee, WI

Construction of an ellipse-shaped apartment tower, a 44-story luxury high-rise development with a two-level transit concourse to also serve as a stop for the Milwaukee Streetcar

- » \$143 million
- » 750,000 gross square feet
- » 52,000 square feet of restaurant and retail
- » Post-tension concrete

The Moderne

Apartment & Condominium Complex | Milwaukee, WI

Development of a mixed-use, 30-story, residential development in Milwaukee's Park East Corridor

- » \$30.9 million
- » 403,332 square feet
- » 14 condominium units with private inset terraces
- » 203 contemporary apartment units
- » Floor-to-floor glass windows, fireplaces, modular sliding walls, and European-styled cabinetry
- » One level of underground parking and six levels of above ground parking

Hovde Properties

Brix Apartment Lofts | Milwaukee, WI

Historic renovation separated into three phases to convert an old candy factory, originally built in 1907, into an apartment building with retail and parking

- » \$18 million
- » 156,000 square feet
- » 98 open concept apartment lofts
- » Parking structure addition to west side

Mandel Group

University Club Tower | Milwaukee, WI

Construction of a 38-story condominium complex with 56 total units

- » \$93.9 million
- » 400,000 square feet
- » Custom interiors and high-end finishes
- » Tight urban site
- » Four-story parking structure
- » Rooftop garden with walking path

EDUCATION

Nathan Hale High School

Diploma

CERTIFICATIONS

AGC Collaborative Leadership

AGC STP

AFFILIATIONS

AGC

Southeast WI Carpentry Training Center

AWARDS

Findorff

Safety Award (2018)



My responsibilities include enforcement of Findorff's quality-control and safety programs, coordination of trade contractor and material supplier's on-site operations, direction of Findorff field forces, field inspections, daily activity reports, staking and layout, project administration, as well as cost control.



The Couture Parking Structure



Brix Apartments

PROJECT TEAM INVOLVED ON **DAILY BASIS**



DEREK GALLENGER, PE
Project Manager

Derek's capacity aligns with this project schedule — he will be prepared to hit the ground running with the City of De Pere. As outlined in his resume, Derek is well-versed in leading projects of similar scope and description, including leading a current parking structure project in Madison. A De Pere native, Derek leverages his invaluable industry experience with his knowledge of the city. He is excited at the opportunity to utilize his skill set and manage a project in his hometown.



JASON REID
Superintendent

Jason is prepared to lead the De Pere parking structure from a field perspective and will be the field main point of contact. He has full availability to support this project. Jason's resume outlines his vast experience in concrete structures, many of which include parking facilities. Having recently completed a complex, multi-year parking structure at The Couture in Milwaukee, Jason is prepared to execute a successful project for the City of De Pere.



MIKE STERN
Director of Project Management

Bringing 14 years of similar experience, Mike is prepared to provide support to the entire team throughout its duration. Mike will work with the design team and the City of De Pere on preconstruction and project planning and maintain a presence on the project from concept through completion. At the helm, Mike's primary objective will be to ensure the team has all the resources necessary to achieve success for this project.

PROJECT TEAM INVOLVED ON **AS-NEEDED BASIS**



MIKE SMARELLI
General Superintendent

Mike will be available and prepared to support the needs of this project when and as-needed. His 30+ years in working on similar projects will allow him to lead the field team successfully. Mike's will lead enforcement of our quality control and job safety programs, coordination of trade contractor and material supplier's on-site operations. Mike is the liaison of field operations and overall project management.



LAURA BLOOD VELOTTA, PE, QCxP, LEED AP®
Director of MEP & Specialty Services

With 20 years of experience to her role as Director of MEP & Specialty Services, Laura brings detailed knowledge of mechanical, electric, plumbing, and fire protection systems to the project team. Having worked extensively on high-performance buildings with intricate controls, she has the experience to provide insight, advice, and review of the MEP systems from preconstruction services to a complete commissioning process. She also oversees our VDC, Sustainability, and Quality teams. Laura looks forward to supporting this project as-needed.

PROJECT TEAM INVOLVED ON **AS-NEEDED BASIS CONTINUED**



BEN AUSTIN, LEED AP® BD+C, WELL AP, FITWEL AMB.
Sustainability Manager

Ben brings 14 years of industry experience, most of which have been focused on delivering sustainable projects. He will be the main point of contact for sustainability initiatives throughout design, preconstruction, and construction to reach the project sustainability goals. Utilizing tracking metrics and submittal documentation, Ben will work with owners and design teams throughout new construction projects to ensure all projects goals are met.



ROB MCMURRICH
Lead Scheduler

Rob works directly with field and office staff to create and maintain project baseline schedules, making sure all parties involved are well trained on the proper develop and usage of these schedules. Using BIM technology and other virtual tools, he analyzes and archives previous schedules to further understand methods most effective for the team.



JOSH BAYSINGER
Virtual Design & Construction Manager

Josh contributes 17 years of experience as a virtual construction expert. Josh leads the design, construction, and ownership team in a collaborative approach to develop the building model to the level determined by the owner. His experience with the development of construction and MEP modeling complement a client's project team with site utilization, schedule implementation, construction visualization, and MEP coordination.



LARRY STONE, AIA
Quality Assurance Manager

As Quality Assurance Manager, Larry brings 24 years of experience. His primary responsibility is to provide QA/QC support to the project team to ensure the latest processes, best practices, and lessons learned are identified and practiced. He will provide an initial Quality Risk Evaluation and periodically meet with the assigned office and field leaders to ensure QA/QC systems are meeting project expectations. Larry will also review critical task scopes prior to and during installation.



NICK FEMAL, CHST
Safety Director

Nick has 18 years of experience to his role as Safety Director. As a certified OSHA Outreach Instructor and Construction Health & Safety Technician, Nick will develop safety requirements specific to the project, while also providing formal programs and incentives to ensure safe work environments on and off the job site.



COMMUNITY ENGAGEMENT

In response to question 2D, the City of De Pere and its constituents have contributed to your vision and goals for the project. We know meaningful engagement will continue to be an important measure of success. Findorff leads collaborative design and construction processes that create a better overall facility and stronger end-user experience. Whether we are working with your design team, facilitating community conversations, or ensuring all project partners have a voice in the work at hand, our focus will be to create a better parking experience for downtown residents, workforce and guests. Our experience partnering with clients on engagement includes:

Over 350 community partnerships where Findorff worked closely with organizations to support their families

Facilitation and support work for over 50 organizations looking for community input while planning facilities

Over \$1.4 billion in successful community-supported public education projects in the last 5 years alone

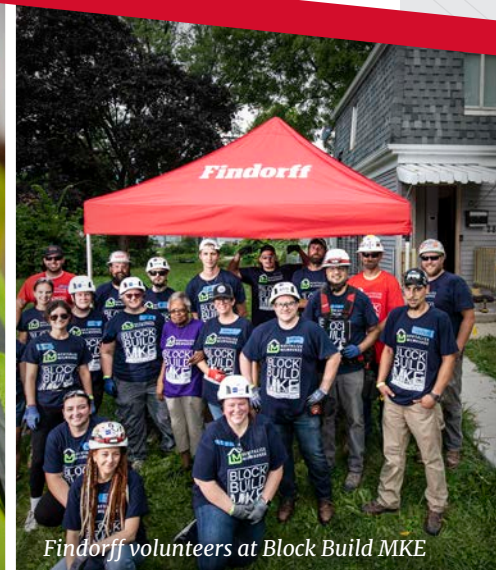
Hundreds of hands-on activities for stakeholders to continue to feel engaged



Findorff employee volunteering for Hunger Task Force



Jobsite tour for students from Bradley Technology and Trade School



Findorff volunteers at Block Build MKE

OUR WORK

G. The Proposer may include two (2) additional pages for each project to illustrate aspects of the completed project that provide the evaluation team information to assess the Proposer's experience with relevant project work.

Findorff's longevity in the construction industry has been achieved by our ability to adapt and work within a wide range of project requirements and specifications. Our experience includes thousands of building projects, many of which have involved parking structures. The following buildings are relevant examples of projects that exemplify our capability to perform construction management services for your project.

Please see the following pages showcasing Findorff's relevant and previous experience.

PRIDE IN CLIENT RETENTION

91% REPEAT
CLIENTS

9% NEW
CLIENTS



THE DAILY REPORTER 2023 AWARD RECIPIENT

BUILDER OF THE YEAR

PROJECT PROFILE

BLOCK 7 PARKING

DEER DISTRICT LLC
MILWAUKEE, WI

- » 628,000 square feet
- » 1,243 parking spaces
- » Cast-in-place concrete structure
- » Skywalk to arena

Completion Date: November 2017



ABOUT THE PROJECT

Connected to the Milwaukee Bucks' Fiserv Forum via skywalk, this parking structure boasts approximately 1,243 parking spaces and 55 bicycle parking spaces. When completely full, the structure is designed to provide smoother entry, as well as easier and quicker exiting. Another notable improvement over other garages are the stairways. While a bay of elevators is available, the stairways are lined with floor-to-ceiling windows that bring in natural light and afford great views of the arena.

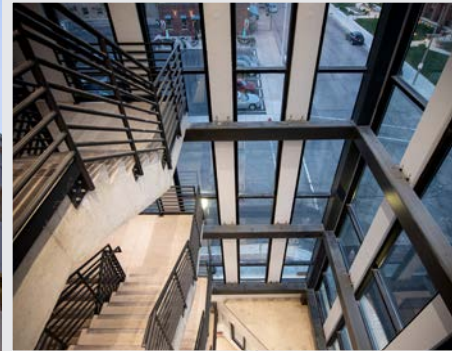
PROJECT PROFILE

PARKING RAMP

CITY OF KENOSHA
KENOSHA, WI

- » \$8.1 million
- » Five-story
- » 364-spot ramp
- » Street lighting

Completion Date: July 2020



ABOUT THE PROJECT

The five-story, 364-spot ramp is a city-owned parcel just east of the Kenosha Post Office on Eighth Avenue between 56th and 57th streets. Viewed as an integral part in accommodating future local growth for Kenosha, the structure also includes street lighting, car-charging stations, security cameras, and concrete surface treatment. The parking ramp additionally features precast concrete panels.

PROJECT PROFILE

VILLAGE ON PARK

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON
MADISON, WI

- » \$15 million
- » 124,840 square feet
- » 6.5 levels of parking
- » Self-performed work

Completion Date: June 2025 ■



ABOUT THE PROJECT

The Community Development Authority (CDA) of the City of Madison needed additional parking for Village on Park development and for nearby Bus-Rapid-Transit (BRT) hub. This project meets Madison College's start date for the 2025 Fall semester, through a fixed schedule, which was essential for adjacent work being completed. This project is also targeting to obtain Bronze Parksmap Certification.

PROJECT PROFILE

PARKING STRUCTURE LOT 7

MILWAUKEE VA MEDICAL CENTER
MILWAUKEE, WI

- » \$4.4 million
- » 129,800 square feet
- » Self-performed carpentry, concrete, and masonry

Completion Date: September 2017



ABOUT THE PROJECT

Phase two of the Clement J. Zablocki VA Medical Center parking improvement project, this 129,800-square-foot structure has helped streamline the Campus's parking goals. This structure incorporates cast-in-place concrete foundations atop auger cast piles and precast concrete from the foundations up. Findorff was a subcontractor to Progressive Construction Services LLC and self-performed carpentry, concrete, and masonry.

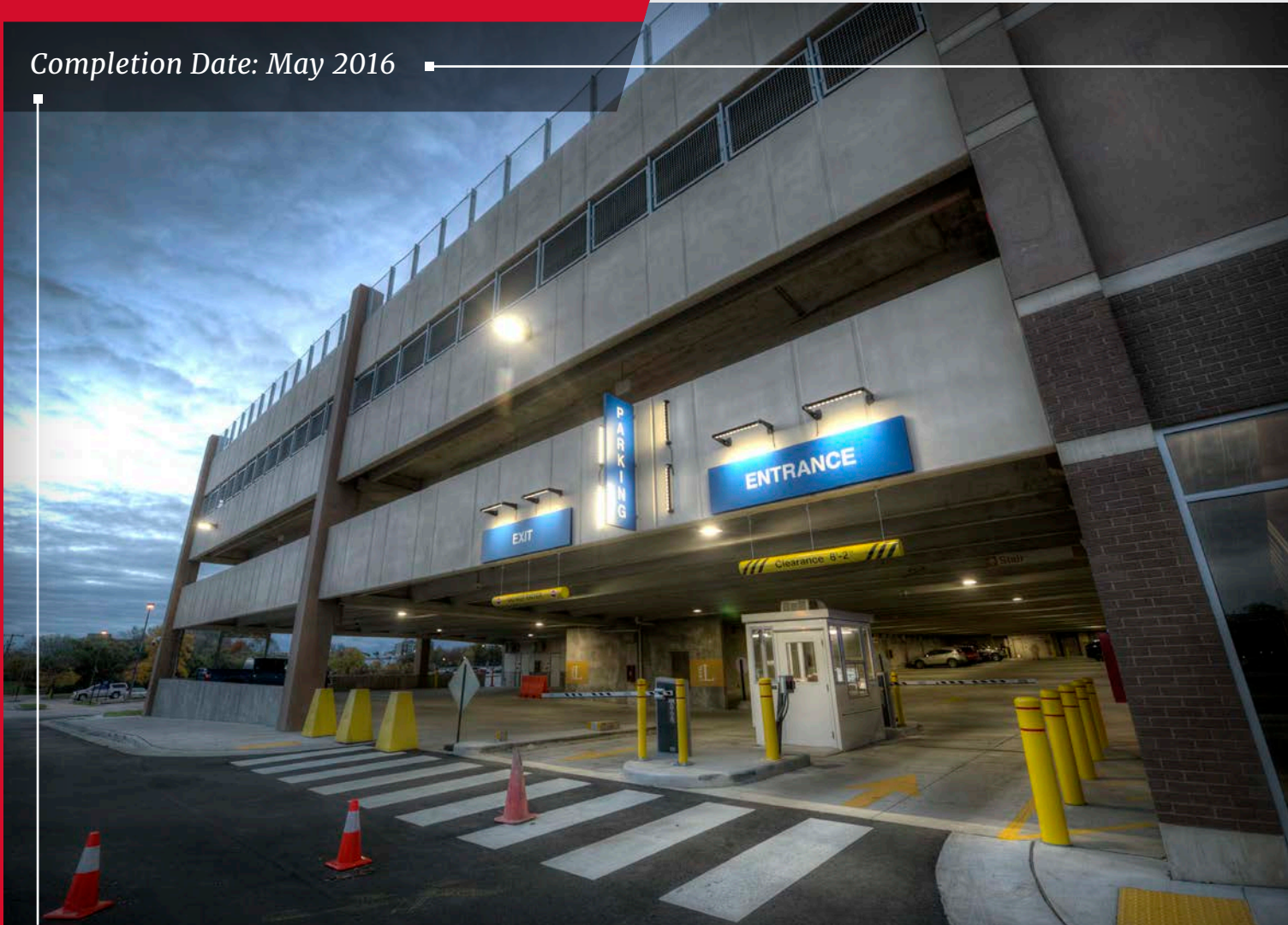
PROJECT PROFILE

PARKING STRUCTURE LOT 4

MILWAUKEE VA MEDICAL CENTER
MILWAUKEE, WI

- » \$5.9 million
- » 140,000 square feet
- » Tight site
- » Deep foundations

Completion Date: May 2016



ABOUT THE PROJECT

Approximately 140,000 square feet, this three-tier elevated precast parking structure on the Clement J. Zablocki VA Medical Center campus breaths functionality and new life into the campus's much needed parking improvements. Findorff was a subcontractor to Progressive Construction Services LLC and self-performed carpentry and concrete. Work was completed within a 10-15 foot clearance from other occupied areas of the campus.

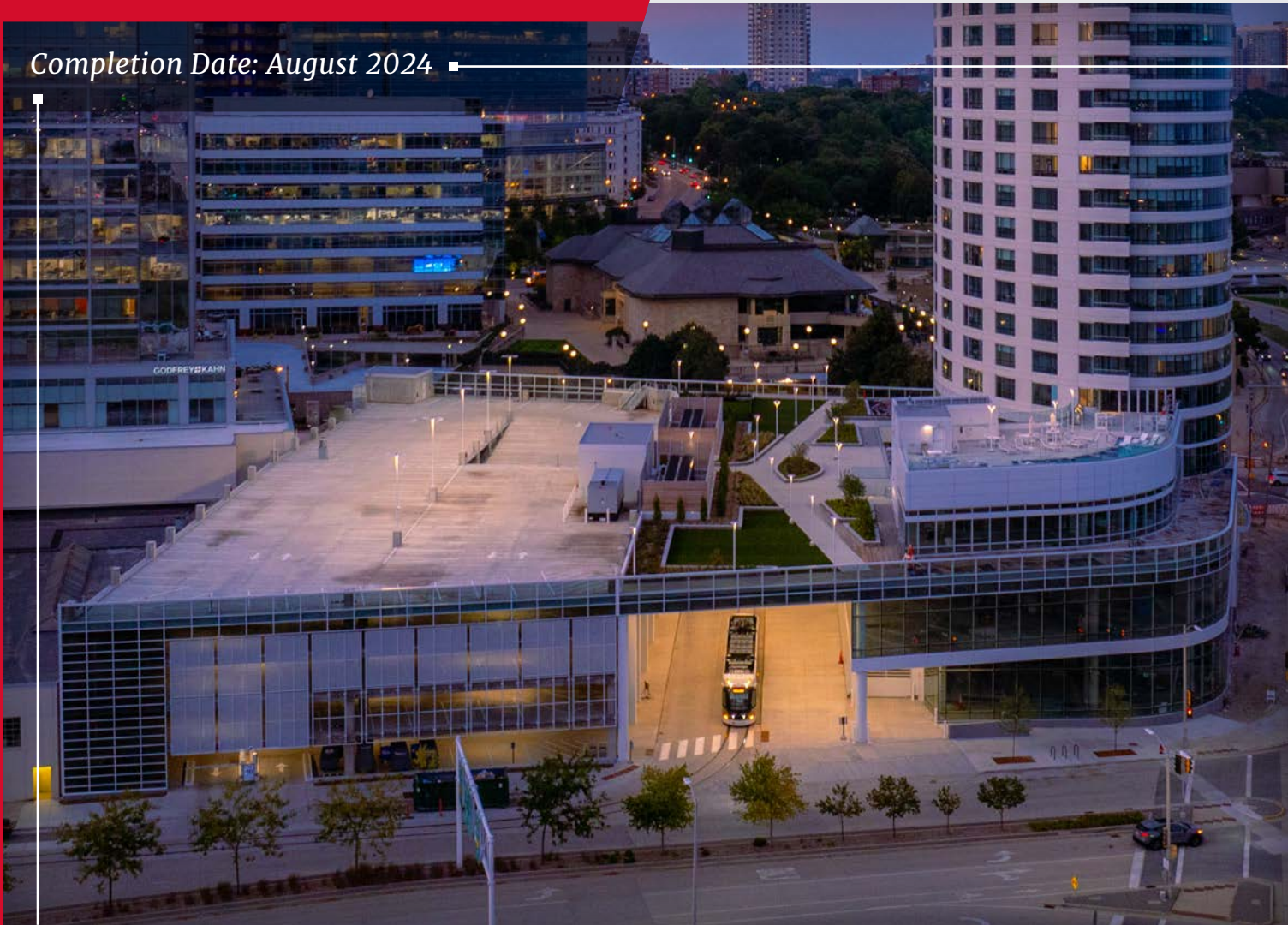
PROJECT PROFILE

PARKING STRUCTURE

BARRETT LO VISIONARY DEVELOPMENT
MILWAUKEE, WI

- » \$13.7 million
- » 307,486 square feet
- » Self-performed concrete

Completion Date: August 2024



ABOUT THE PROJECT

In addition to Milwaukee's newest lakefront high-rise, the Couture, Findorff developed the adjacent parking structure. With 5 levels and 912 parking stalls, it offers space for both the public and renters to enjoy. The structure is built below the water table, requiring extensive water mitigation measures in place to build the foundation.

Findorff achieved the Small Business Enterprise (SBE) participation goal of 25%, while also achieving a set Resident Participation Program (RPP) goal of 40% of the total hours worked on public infrastructure projects.



*Rendering of Village on Park
Parking Structure, a current
project led by Project Manager
Derek Gallenberger.*



UNDERSTANDING & APPROACH

A. Demonstrate understanding of the project opportunities and challenges

The successful integration of structured parking into De Pere is a key opportunity and requirement of both the design and construction team. This project is one piece of a larger vision to transform Downtown De Pere and executing on the seamless integration of this structure into the development is the biggest opportunity for the project team. As the Construction Manager, our opportunity and role is to bring our expert knowledge and integrate into the team as a partner, doing our part to meet and exceed the project objectives. Specific opportunities include:

- » **Integrated Team:** With the City of De Pere we need to establish an integrated team of designers, contractors, and city representatives to focus and align on the project goals with the design and construction planning. This involves open discussions about materials, constructability, and experiences so the knowledge of your experts can be harnessed and considered.
- » **Value Analysis:** At Findorff, value analysis is not just cost reduction. It's a review of all aspects of the project to ensure the team understands the value (both initial and long term) of the decisions and design components of the project. It's our responsibility to work collaboratively with the team to talk openly about the pros and cons of all decisions and educate stakeholders on our experiences and observations from past projects. The goal is to ensure decisions are being made in the best interests of the project that consider initial economical value, durability/safety, long-term maintenance, and integration into the overall development.
- » **Past Project Experience:** Findorff has built dozens of public and private parking structures over our nearly 135-year history. We can bring these experiences, lessons learned, and success stories to this project so that they can be discussed openly and considered during the preliminary design evaluation stage. These include a review of below- and above-grade parking, low maintenance solutions, precast vs. cast-in-place structures, and the integration of technology and solar on the structure.
- » **Level of Service:** Findorff prides itself on providing a level of service to our clients that is unmatched. We understand large construction projects can be daunting, but our job is to make the project experience low stress, turnkey, and enjoyable. You will find that our staff overcommunicate, are team players, and infuse transparency into our process to ensure that we are your trusted partner.

From a construction perspective there are a number of challenges that can be managed through proper planning and investigation.

- » **Underground Conditions:** The most notable being potential underground conditions that are not known by the project team currently. These could include unsuitable soils, contamination, foundations/obstructions, and due to the location in relation to the Fox River, water infiltration needs to be understood and considered.
- » **Winter Construction:** Based on a September 2025 project start, there would be significant scope throughout the 2025-2026 winter that, depending on actual conditions, could result in project delays and additional costs.
- » **Development Site Activity:** Due to the site location being in close proximity to a residential neighborhood, there is a risk of disturbance to the residents. In addition, with multiple buildings being constructed concurrently, the coordination between contractors/subcontractors has the potential to cause conflict in the area.
- » **Design Schedule/Decision-Making:** Adhering to design schedules and decision-making is a risk on every construction project. Each decision made is impactful on a project and has the ability to improve, maintain, or delay a schedule. This has a risk of affecting the overall delivery of the project to the City of De Pere.

B. Identify the potential project challenges and how you would recommend addressing each

Based on the challenges listed above below are our recommendations related to each.

- » **Underground Conditions:** Proper investigation through soil borings, environmental reports, and a review of previous site uses before Shopko will help educate the team on these risks. This information will help inform the risks of below-grade parking vs. all above-grade and we can value those risks as part of the considerations during design. In terms of managing identified risks, we have had success establishing allowances for potential risks based on quantification and unit costs. By approaching risks in this manner we don't just say "it's part of contingency;" we proactively manage them. This benefits the City of De Pere by utilizing the allowance approach and realize the savings. By planning for the risks individually, the overall project risk profile is smaller and the team can proceed with a more aggressive contingency approach.
- » **Winter Construction:** There are two approaches to winter construction in terms of assigning the risks. In Option 1 we can assign all the risk to the bidders for winter conditions during bidding which will drive costs higher initially, but transfer all risks and costs to the subcontractors. The benefit is having certainty in final costs; the risk is having a mild winter and the contractor reaps the rewards. Option 2 would be for the City/CM to hold certain winter conditions as allowances so the project can realize the savings of a mild winter rather than the subcontractors. The risk of this would be a harsh winter that cause costs to exceed allowances. The building type (precast vs cast-in-place) will also drive the level of risk on this item. The project schedule can also be impacted by a harsh winter. Findorff proactively plans for this with built-in weather days based on historical weather data. Wisconsin consistently brings many lost days throughout the fall, winter, and spring that we account for when presenting our initial schedule.
- » **Development Site Activity:** The location of this construction site in the heart of downtown De Pere needs to be carefully considered. Most of Findorff's parking structure experience is in downtown areas and we carefully plan the execution of the project with the surrounding community's interests in mind. We understand Findorff is a guest in your city, and we take our role in creating a safe and organized jobsite seriously. Collaborative planning with the city and adjacent contractors will be necessary to set the groundwork for how we all will operate together and meet the expectations for our site and the community around us. Considerations include keeping sidewalks open, working hours, screening of the project site with fencing/security screening, and pre-planning meetings for major tasks like deliveries and large concrete pours. **A review of a site traffic control plan with the City is a step to ensure we're meeting the City's expectations.** This is an aspect of the project we take seriously as our actions affect the jobs of those at the City of De Pere and we want to be as minimally impactful as possible.
- » **Design Schedule/Decision-Making:** With an integrated team and clear communication and expectations, the design schedule and decision-making process can be successful and is key to allowing the contractor to execute the project and schedule requirements. This discussion should be one of the first agenda items at the kickoff meeting, so expectations and deliverables are set for all team members. This allows everyone to understand the materials needed for decision-making and come prepared with the required information. A well-oiled, efficient team will allow for productive meetings and discussions to drive success on the project.

C. Provide your firm/team's approach to achieving the project's scope of work

Please see the following pages in response to the question above.



COMMUNICATIONS

C 1A. Communicate with and report to the City and select designer

Ongoing communication is instrumental to project success. Findorff will develop customized strategies to keep the project team and its stakeholders fully informed through the following efforts:

PROJECT MEETINGS

From kickoff meetings to weekly progress meetings, the Findorff team will use these assemblies to convey schedule, safety, cost control, change management, and value engineering both in-person and virtually.

SCHEDULES

Findorff considers a project's schedule as one of the most important communication tools at our disposal. After a pull schedule exercise with all parties, we will build the master schedule indicating essential activities and long lead procurement items.

DELIVERABLES & RESOURCES

- » Site Signage
- » Executive Summaries
- » "Construction in Your Community" Flyers
- » Drone Photography



PROJECT SCOPE AND COST CONTROL

C 1B. Project scope and cost control

As your CM partner our means of achieving your project goals for scope, budget, and schedule is through constant communication. This will be in many forms. For example, the parking garage project we feel one of the most powerful venues for the team to connect will be through our initial pull scheduling meeting. This will ensure great dialogue which will ultimately lead to each team member better understanding each other's needs, roadblocks, goals, milestones, etc. Our goal is to march together as one unit. This is just one example of how our collaborative approach will drive us as one team towards our goals.

Along the way, we will interact with the design and De Pere teams through:

- » Cost feedback
- » The value engineering process
- » The Building Information Model
- » The weekly Findorff Top Ten list (most urgent items of the day)
- » A commitment to picking up the phone vs. e-mail
- » Providing access to all of Findorff's resources as needed (all of our support team departments: Safety, Pre-fabrication, BIM, QA, MEP, etc.)

COST CONTROL

Cost management will be emphasized from the beginning. From the design process and through the GMP, Findorff will work to provide budget feedback and value enhancements on design decisions. Findorff will work directly with De Pere and the design team to ensure the GMP is clear and includes what is required by the contract. Throughout the duration of construction, we will track all potential costs through regular dedicated cost issue review meetings. We will proactively communicate potential cost impacts and deadlines needed for change directives to maintain project progress and schedule. Our system is also completely open-book, so you can see and track the cost with us at all times. The intent is that team members are always aware of current and potential costs so they can make informed decisions.

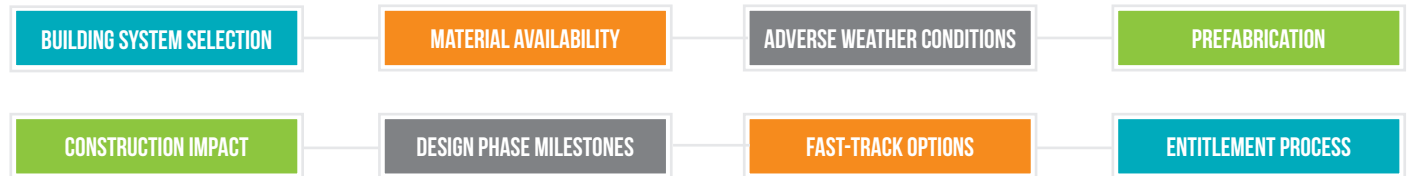




SCHEDULING

C 1C. Project Schedule - critical path

Schedules are one of the most important communication tools in project management, as they drive timely decision-making. Findorff will build the Master Project Schedule indicating essential activities, dates, and long-lead procurement items. Some of the most critical issues addressed include:



SITE COORDINATION

C 1D. Coordination of site and regulatory approvals/inspections

Each municipality is different and each project unique. Below are the items we suggest to minimize scope issues associated with Authorities and Jurisdictions during project planning:

- » Plan proactively
- » Identify potential risks early
- » Budget for potential risks
- » Get commitments and needs in writing
- » Encourage the client to meet with the municipality early (or facilitate the meeting where appropriate)
- » Meet with the Building Inspector early and often

In each community where we work, we strive to build a trusting relationship with the local building inspector. This is done through quality workmanship, responsiveness, and always doing the right thing. This partnership will be invaluable for De Pere and Findorff while executing your project.



QUALITY ASSURANCE

C 1E. Quality Control

At Findorff, we believe a successful Quality Program is executed by utilizing a consistent process to deliver the best finished product possible. This process is communicated in the bidding process so clear expectations are set. To ensure this consistency is maintained amongst all projects, the Findorff Quality Program is based off a team approach utilizing a three-phase preventative quality process.

1. PRE-JOB QUALITY PLANNING

- » In-house experts are assembled to evaluate and plan the project
- » This consists of the PM team, preconstruction, field leaders, quality, safety, sustainability, prefabrication, MEP, virtual construction, and scheduling
- » A Quality Risk Evaluation is performed to document the critical areas of focus and help develop plans to mitigate each

2. PRE-TASK QUALITY PLANNING

- » All scopes of a project involve a pre-task planning meeting prior to the start of construction to ensure trades people have a clear understanding of required quality standards prior to install
- » The quality team provides an in-depth scope review prior to the meeting to help flush any inconsistencies and provide the latest best practices and industry standards

3. FIRST INSTALL REVIEW AND FOLLOW-UP MONITORING

- » A First Install Review of the work in the field is an essential step to ensure the rigorous planning efforts come to fruition
- » The materials and install must meet the project requirements for that initial portion of work
- » Follow up QC inspections from that point on ensure the quality standards are carried through to project completion

C 1F. Site Safety

Site logistics is a key component of a successful construction project. The delineation between the public and active construction is important to ensure the safety of those outside the site but also give the construction crews the confidence they can proceed with work efficiently knowing everyone within the project site has gone through the required site orientation and working under the same rules.

Findorff sites include a fenced, screened perimeter with labeled entrance gates to ensure deliveries arrive at the desired location. Instructions to the proper gate are provided for all deliveries to ensure an efficient, just-in-time philosophy. All workers go through a mandatory preconstruction orientation conducted by the project superintendent to ensure proper safety protocols are followed and communicate site specific rules and regulations. Most importantly, a Findorff employee is present whenever the jobsite is operational.



SAFETY

SAFETY IS ALWAYS THE NUMBER ONE PRIORITY

We take safety extremely seriously and are constantly implementing improved measures to increase overall jobsite safety and continually drive our incident rates towards zero. We invest heavily into the following:

- » Safety Programs and Infrastructure
- » Employee Training and Education
- » Safety Policies and Equipment

SAFETY FOR ALL

Safety is our #1 priority not just for the workers on the site, but for all parties that could be in the vicinity of the project. **Findorff has a comprehensive Safety Program to protect workers, students, faculty, and visitors.** Each project team also develops a Project-Specific Safety Plan that is tailored to the unique needs of the project. For sites like the City of De Pere Parking Structure that are in high traffic and low-space areas, these plans include items such as disruption avoidance, adjacent work considerations, and pedestrian/traffic concerns.

Best practices in Findorff's safety program are established through the following:

- » Management, project team, and subcontractor commitment
- » OSHA construction training
- » Daily crew huddles/stretch and flex & weekly toolbox talks
- » Lean Construction/5S Program
- » Employee incentive program
- » Continued education and training



Scan the code to learn more about the importance Findorff places on safety on an occupied campus.

As a Construction Manager who self-performs work, our safety ratings for each self-perform category are better than the national average for projects where CMs self-perform work. See our EMR listed below.

2020 - 2024 EMR					
YEAR	2020	2021	2022	2023	2024
EMR	0.78	0.80	0.76	0.60	0.67



PHILOSOPHY OF DISPUTE RESOLUTION

C1G. Philosophy of dispute resolution

Findorff typically tenders matters involving lawsuits and arbitrations to its insurance carrier or to its legal counsel for handling and resolution. Findorff annually discloses claims and threatened claims to its accountants so that material ones are reflected on its financial statements and believes that its claims and defenses in lawsuits and in arbitration proceedings are de minimis.



PERMIT APPROACH

D. Coordinate with the designer to identify the permits that will be required to be submitted and how you would propose to proceed to ensure that permits are obtained quickly.

Findorff takes great pride in our strong relationships with all of our partners. Given our long history in the state of Wisconsin and work in your area, we have strong confidence in our ability to navigate the permitting process efficiently and successfully. From beginning to end, we will remain in constant contact with our design partners and City officials through plan review, permitting, certificates of occupancy, and more. We are well-versed in helping our design and client partners with navigating the regulatory process enjoyably. This experience will ensure design and construction schedules are met with clarity and collective buy-in from all concerned.



VALUE-ADDED SERVICES

E. Provide any value-added services your firm/team can provide above that are identified within the request.

DISCIPLINES & AREAS OF SPECIALIZATION

Top-Tier Resources to Advance Your Project

We take pride in helping our clients succeed. Whether it's our speed-to-market delivery process or our ability to make connections in the community, we aim to be your partner in achieving success.



SCHEDULING



QUALITY



SAFETY



MEP MANAGEMENT



VIRTUAL DESIGN
& CONSTRUCTION



PRECONSTRUCTION



SUSTAINABILITY



COMMISSIONING/
OPERATIONAL
READINESS

INDUSTRIES

Building Solutions that Exceed Your Vision

Across sectors, Findorff is dedicated to creating environments that make a difference in people's lives. We're proud to provide customized and comprehensive construction management, general contracting, and program manager services for industries throughout the U.S.



Healthcare



K-12 Education



Science & Technology



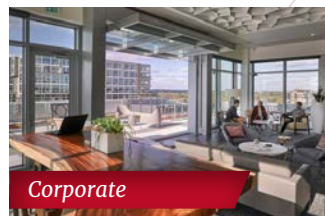
Industrial & Manufacturing



Arts & Community



Food & Beverage



Corporate



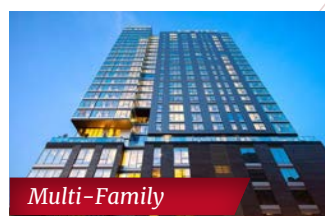
Government & Municipal



Higher Education



Religious



Multi-Family



Retail & Recreation



.67 EMR
RATING



POTENTIAL ISSUES

F. Identify any issue the City might have omitted in its understanding of this project, which may include the site's architectural, MEP, and civil engineering concerning separate engineering related to a precast system.

A number of items were previously discussed in earlier questions. These include underground conditions, planning for winter, and a focus on the type of structure (cast-in-place vs precast). Part of every discussion should include considerations for long lead items. On this project, those would include electrical switch gear/transformers that could be upward of 12 months to procure. If a precast structure is selected, this design is typically delegated to the manufacturer so the team would want to engage, through a competitive process, a precast supplier to team with the designers of record on the project to ensure the building is drawn properly to the appropriate precast system.

We should also consider the stormwater management solutions for the project and how they interact with the design. There may be a need for underground detention of water to meet the requirements and this will need to be planned for on the tight site. We've seen the Stormtrap product used successfully in below parking garages to meet the stormwater detention requirements.

In Section D Scope of Work, there is a comment regarding City-held contracts. This is often done on Findorff projects, and to make it successful, we'd suggest having us involved in the scoping/execution discussion so that the work the City contractors for aligns with our expectations of execution. We want to avoid any scope gaps or misunderstanding regarding the project schedule and execution expectations.





PROJECT TIMELINE

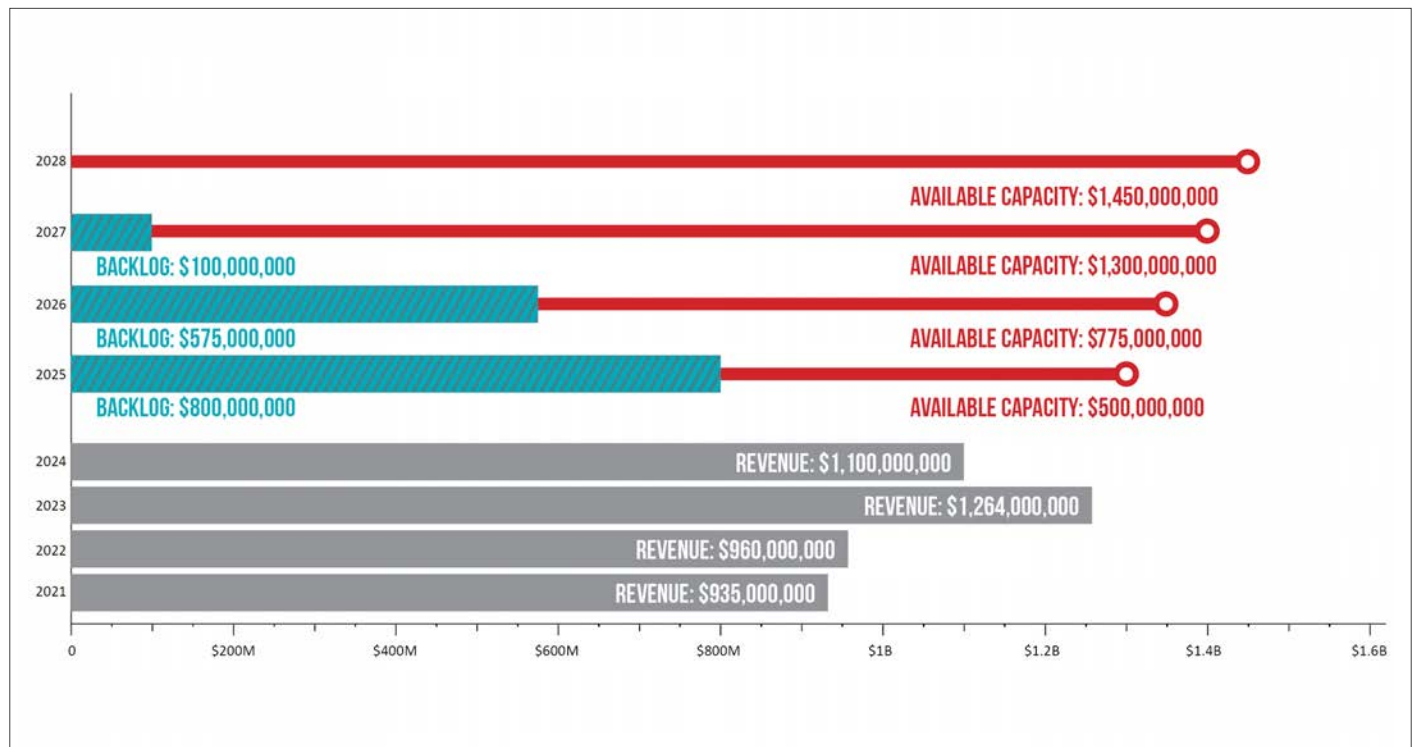
A. Overview of the professional team's resources available to complete the services requested in the schedule outlined in the scope of services

Findorff has built a successful business around trusted relationships and quality construction. We proactively plan for anticipated work and thoughtfully consider each opportunity that comes our way. When deciding if we will pursue a project opportunity like the De Pere Parking Garage, we first consider the following:

- » Expertise: Do we have the expertise needed for this project?
- » Financial resources: Do we have the financial capacity to successfully complete the work?
- » Staffing: Do we have the staffing resources available that have the skill and experience to successfully complete the project?

In this case of your project, the answer is **YES** to all of these questions, reinforcing that our team has the capacity needed to provide solutions to you on time and on budget. The chart below exemplifies our available capacity as it relates to our current and projected revenues. Based on our workforce, resources, and available capacity during your planned preconstruction and construction time frame, we are confident that your project will fit nicely into our schedule, ensuring a successful project for De Pere and the citizens, stakeholders, and visitors you serve.

CURRENT FINDORFF BACKLOG & CAPACITY



B. Provide a proposed critical path Project Schedule that illustrates the total project time to complete the project. For these purposes, assume the schedule to begin using the information provided in the kickoff identified above

Included is a critical path schedule created. This includes many assumptions given the current conceptual design, these include:

- » An above grade, open air precast structure
- » Lost days due to weather are included based upon NOAA historical data. A 32-day weather bank is included on the critical path to account for expected weather.
- » The project team will work together to identify long lead time items and order them so they do not affect project critical path. Specifically this will be electrical switch gear.
- » We've included the time for an elevated level of exterior finish anticipating the desire for the structure to integrate with surrounding architecture

In addition to the included schedule we've created schedule scenarios that would include below grade cast in place, below grade precast, and above grade cast in place. All of these should be considered and discussed during the design development stage of the project.

Please see our proposed schedule on the following two pages.

C. The firm/team determines that the project cannot be completed in the timeline proposed in Section D, Anticipated Project Timeline. Provide a proposed Project Schedule with a detailed explanation of the total time needed to complete this project

Not applicable.



Superintendent: NAME | EMAIL@findorff.com
XXX/XXX-XXXX cell

Task Milestone Summary Critical Progress

1600 N 6th St. Milwaukee, WI 53212
300 S. Bedford St. Madison, WI 53703
226890 Harrier Avenue | Wausau, WI 54401



2024-12-11 - De Pere Parking Structure - 2 Above Grade (Pre-Cast) - MS

Project Manager: Derek Gallenberger | dgallenberger@findorff.com

920/680-9614 cell

Superintendent: NAME | EMAIL@findorff.com

XXX/XXX-XXXX cell

[illegible]

Task Milestone Summary Critical Progress

Critical
Date: Thu 12/12/24
Page 2



1600 N 6th St. Milwaukee, WI 53212
300 S. Bedford St. Madison, WI 53703
226890 Harrier Avenue | Wausau, WI 54401

BUDGET

05



The Couture parking structure, recently completed was led by Jason Reid, Superintendent.



BUDGET

Submit a cost proposal that documents the hours and personnel for each task. These tasks shall include, at a minimum, the scope detail above. Include cost and staff hour tables, rates, and markups to calculate the summarized costs. Include a master spreadsheet that includes the total level of effort (staff hours) for each task. The spreadsheet shall list job classification (not individual), projected hours, pay rates, overhead factors, direct costs, and profit in separate columns. Subconsultants/subcontractors who make up your team must also be included in the master spreadsheet.

Please see the following page in response to the question above.





FEE

Preconstruction					
Construction Management Pre-Construction Phase Scope of Services					
Role	Projected Hours	Pay Rate	Overhead Factors	Direct Costs	Profit
Director	56	Lump sum preconstruction fee = \$15,000 See note 4			
Project Manager	112				
Preconstruction Manager	96				
Bid-Phase Scope of Services					
Project Manager	180				
Preconstruction Manager	48				
Construction Phase Scope of Services					
Role	Projected Hours	Pay Rate	Overhead Factors	Direct Costs	Profit
Director		In CM Fee			
Project Manager	815	\$175.00	In Pay Rate - See Note 1		In CM Fee
Superintendent	1993	\$160.00	In Pay Rate - See Note 1		In CM Fee
Safety Supervisor	381	\$110.00	In Pay Rate - See Note 1		In CM Fee
Project Assistant	329	\$78.00	In Pay Rate - See Note 1		In CM Fee
Project Cost Accountant	52	\$110.00	In Pay Rate - See Note 1		In CM Fee
General Liability Insurance	0.60%				
Construction Management Fee	2.00%				

General Comments:

1. Pay rates are all-inclusive of all employment costs, etc. No additional fee beyond the 2% CM fee will be applied.
2. Projected hours are based on a 9/1/25 start and a 7/31/26 completion as noted in the RFP. Hours will be adjusted to reflect the final design and schedule.
3. Supervision: Project Superintendent hours reflect full time onsite staff for the duration of the project.
4. Preconstruction Fee: The lump sum preconstruction fee includes all meetings, estimating, and services listed within the RFP scope of services. The preconstruction services are limited to the currently defined scope. Any substantial change in scope would be evaluated at that time.



*William S. Middleton
Memorial Veterans Hospital
parking garage*



REFERENCES

Attach a list of not less than three (3) projects on which your firm or team has provided Construction Management Services during the last five years, emphasizing the types of projects similar in nature and scope to the City's project. In addition, identify all projects in which your firm was engaged as the Construction Manager and specify whether such projects have been for a public or private entity.

Marquette University

Chris Gluesing, Director of Planning & Project Delivery

414.288.7433

christopher.gluesing@marquette.edu

Private entity

Findorff role: construction manager



Barrett Lo Visionary Development

Joel Aizen, Chief Financial Officer

414.220.4726

jaizen@barrettlo.com

Public/Private entity

Findorff role: construction manager



City of Madison

***Jim Whitney, AIA, Dept. of Public Works,
Engineering Division***

608.266.4563

jwhitney@cityofmadison.com

Public entity

Findorff role: construction manager





FINANCIAL STRENGTH

G. In lieu of a financial statement, provide a notarized representation that certifies that your organization and its underlying businesses have a sound financial standing and will provide all pertinent information regarding your financial status to the City, in confidence, if requested.

J.H. Findorff & Son Inc is a privately held company, and we do not share our financials. Our fiscal year ends 9/30; audit firm is BDO. We are providing a bank letter and a bond letter which both indicate the financial strength of Findorff. We understand there are occasions when we may need to share limited information, which we handle on a case-by-case basis. Should you require additional financial information, please contact Tiffany Scheller, Vice President of Finance at tscheller@findorff.com. We look forward to working with you.





BMO Commercial Bank
One West Main Street
Madison, WI 53703

Tel: 608-252-5931
Fax: 608-283-5713
bmo.com

March 5, 2024

RE: J.H. Findorff & Sons, Inc.

To Whom It May Concern:

J.H. Findorff & Son, Inc. (the "*Company*") has been a valued customer of BMO Bank N.A., or its predecessor M&I Bank (collectively, "*BMO*"), for more than 60 years. The Company's ownership and management teams are well known to BMO and regarded as experienced and professional.

The Company has maintained both a depository and lending relationship with BMO. Their depository accounts on average have maintained a low to mid eight-figure balance over the past twelve months.

BMO provides the Company with a secured \$50,000,000 revolving line of credit. The revolving line of credit has a maturity date of December 31, 2025. The current outstanding balance is \$10,000,000 plus a used amount of \$995,000 for a standby letter of credit. The remaining committed amount is fully available to be drawn by the Company. All past and present loan payments are paid current and have been paid as agreed.

Should you have any questions regarding the Company's banking relationship, please feel free to contact me at (608) 252-5939. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. A. Paulson", written over a light blue horizontal line.

Randy A. Paulson
Director, Senior Vice President
Commercial Banking
BMO Harris Bank N.A.



Liberty Mutual Surety

November 6, 2024

RE: J.H. Findorff & Son, Inc.

To Whom It May Concern:

Liberty Mutual Insurance Company has the privilege of issuing surety bonds for J.H. Findorff & Son, Inc. ("Findorff"). We are willing to issue bonds for single projects in excess of \$750,000,000, with an aggregate program in excess of \$1,500,000,000.

We find Findorff to be an exceptionally well-managed, skillful, and ethical company with a wide range of capabilities. Findorff is an industry leader and considered "Best in Class". The Findorff organization has a long history of delivering creative and unique solutions to complex projects that have benefited project owners and the communities they serve. We are pleased to recommend Findorff for your consideration.

Liberty Mutual is an A (Excellent) A.M. Best rated insurance company in Financial Size Category XV (\$2 Billion or greater).

Approval of performance and payment bonds is expressly conditioned upon acceptable review of the contract terms and scope, bond forms and financing for the project as well as other underwriting requirements. Should you have any questions or need additional information, please contact me at (612) 349-2467.

Regards,

Joshua R. Loftis, Attorney-in-Fact

JRL/ns





INSURANCE AND LEGAL RESPONSIBILITIES

List the names and addresses of the insurance companies that have written commercial liability insurance policies for your organization and the projects listed in the experience section of this RFP during the past three (3) years. Joint ventures should list the insurers for the company or person expected to be the major owner of the joint venture. Has any insurance company paid on behalf of the persons or organizations covered? If so, indicate names and addresses of insurance companies, particulars of payment, and date(s). Is your firm now, or has it been, within the past five (5) years, involved in any legal action related to any projects? If yes, please explain in detail and identify any judgments entered in such action. Also, provide all details of any declaration of default, non-conformance notices, or termination for cause against your firm with respect to such services. In addition, state whether during the past five years your firm or sub-consulting firms have been suspended from either bidding or entering into any government contract.

Please see following pages regarding our response to the above question.





GENERAL LIABILITY LOSS RUN - 1 OF 6



December 10, 2024

J. H. Findorff & Son Inc.
300 South Bedford Street
Madison, WI 53703

Re: General Liability Coverage

To Whom It May Concern:

As insurance representatives of J. H. Findorff & Son Inc., we confirm their General Liability coverage was placed with the following carrier for the below mentioned policy terms:

Policy Year	Carrier
10/1/2024 – 10/1/2025	The Phoenix Insurance Company (Travelers)
10/1/2023 – 10/1/2024	The Phoenix Insurance Company (Travelers)
10/1/2022 – 10/1/2023	The Phoenix Insurance Company (Travelers)

Enclosed is a currently valued loss run from Travelers, detailing the claim payments for the above referenced policy terms.

Please feel free to contact me if you have any questions.

Sincerely,

Taylor Olson

Taylor Olson MBA
Senior Associate – Client Service and Delivery

WTW
Willis Towers Watson Midwest, Inc.
8400 Normandale Lake Blvd., Suite 1700
Bloomington, MN 55437

Direct: 952-806-2264
Email: taylor.olson@wtwco.com
Website: wtwco.com



GENERAL LIABILITY LOSS RUN - 2 OF 6

J.H. Findorff & Son Inc. - Travelers GL Loss Run

Claim Listing | Valued as of 12.9.24

Date Selection Valued as of
Latest 3 Policy Years 12/09/2024



J H FINDORFF & SON INC

Claimant/Driver	Claim Number	Accident Date	Line of Insurance	File Prefix	Status	State - Accident	Close Date	Incurred Dollars	Paid Dollars	Outstanding Dollars
GRAND TOTAL (27 claims)								\$102,446.00	\$59,530.48	\$42,915.89
ANDERSON,AMY	CBL8251	05/25/2023	General Liability	Premises - LR	Closed	WI	06/02/2023	\$0.00	\$0.00	\$0.00
INSUREDS JCB TELEHANDLER VS 2017 SUBARU										
BATSON,LAURA	CBL8923	11/09/2023	General Liability	Premises - LR	Closed	WI	12/27/2023	\$2,605.00	\$2,605.09	\$0.00
CLAIMANT ALLEGES DAMAGE TO VEHICLE										
BEDFORD COURT CONDOMINIUM	FCP0126	10/12/2024	General Liability	Premises - LR	Open	WI		\$20,083.00	\$10,781.00	\$9,302.00
RAINWATER ENTERED A SLIT/TEAR IN THE ROOF MEMBRANE THAT WAS UNDER A REPAIR / RE-ROOF OPERATION, RESULTING IN WATER DAMAGE. MEMBRANE OVERLAP DURING										
CHAPTER AT MADISON (CRG)	CBL9719	07/27/2024	General Liability	Premises - LR	Closed	WI	10/04/2024	\$0.00	\$0.00	\$0.00
REPORTEDLY A SPRINKLER HEAD BROKE IN UNIT 423 CAUSING SIGNIFICANT FLOODING RESULTING IN WATER DAMAGE TO 6 UNITS AND LEASING OFFICES. CURRENTLY UNKNOWN CAUSE OF THE SPRINKLER HEAD BREAKING										
EAST HIGH SCHOOL	CBL9124	01/16/2024	General Liability	Products/Completed Ops - ER	Closed	WI	08/20/2024	\$0.00	\$0.00	\$0.00
COLD AIR INFILTRATED THE BUILDING, CAUSING A SPRINKLER HEAD TO TRIGGER. INVESTIGATION REVEALED HVAC SUBCONTRACTOR FAILED TO INSTALL AN ACTUATOR ON A FRESH AIR DAMPER WHICH ALLOWED EXCESSIVE COLD AIR INTO THE BUILDING. WATER REL										
FIGUEROA,BERNICE	F0F0422	08/10/2023	General Liability	Premises - LR	Closed	WI	10/25/2023	\$0.00	\$0.00	\$0.00
BERNICE CLAIMS THAT SHE STUBBED TOE ON PIECE OF WOOD WALKING OUTSIDE JOBSITE. SHE WENT TO THE LOCAL ER AND SOUGHT FURTHER TREATMENT / IMAGING BACK IN NEW YORK.										
FISHEL,VICTORIA	CBL9157	02/08/2024	General Liability	Premises - LR	Closed	WI	06/10/2024	\$407.00	\$407.24	\$0.00
CLAIMANT'S VEHICLE THAT WAS DAMAGED DRIVING PAST A JOBSITE.										
FOX COMMONS PROPERTIES,	CBL9396	04/26/2024	General Liability	Premises - LR	Open	WI		\$6,000.00	\$0.00	\$6,000.00
FINDORFF IS THE CONSTRUCTION MANAGER CONTRACTED TO PERFORM THE INTERIOR BUILDOUT OF THE 2ND AND 3RD FLOORS OF THE FOX COMMONS BUILDING. ON DOL, FINDORFF WAS INFORMED OF A FIRE IN THE CORNER IN ONE OF THE FIRST-FLOOR ROOMS CAU										
FRAZIER,TYSHEKA,L	CBL9120	01/17/2024	General Liability	Premises - LR	Closed	WI	02/19/2024	\$2,433.00	\$2,432.63	\$0.00
INSURED EMPLOYEE BACKED FORKLIFT INTO CLAIMANT VEHICLE.										

Page 1 of 4



GENERAL LIABILITY LOSS RUN - 3 OF 6

J.H. Findorff & Son Inc. - Travelers GL Loss Run

Claim Listing | Valued as of 12.9.24

Date Selection
Latest 3 Policy Years

Valued as of
12/09/2024



J H FINDORFF & SON INC

Claimant/Driver	Claim Number	Accident Date	Line of Insurance	File Prefix	Status	State - Accident	Close Date	Incurred Dollars	Paid Dollars	Outstanding Dollars
GRANITE RIDGE SCHOOL	CBL7742	11/04/2022	General Liability	Products/Completed Ops - ER	Closed	WI	08/12/2024	\$0.00	\$0.00	\$0.00
i WEATHER CAUSED ISSUES WITH ROOF OF GRANITE RIDGE SCHOOL WHICH WAS WAS COMPLETED IN JUNE '21. CAUSE IS UNCLEAR BUT THE INSTALLER(MALY) HAS BEEN ENGAGED WITH SHORT-TERM REMEDIATION AND THE ARCHITECT (EUA) HAS BEEN INVITED T										
GUSE,TYLER	F0F3928	10/09/2023	General Liability	Premises - LR	Open	WI		\$5,000.00	\$601.60	\$4,398.40
i AN EMPLOYEE WORKING FOR MALCOLM DRILLING (SUBCONTRACTOR OF EDGERTON, A FINDORFF SUBCONTRACTOR) WAS STRUCK IN THE HEAD BY A LARGE ROCK THAT EDGERTON KNOCKED OFF THE LEDGE ABOVE. FRACTURES TO SKULL, NECK, AND JAW REPORTED.										
HARRISON ST REAL ESTATE	FDV5613	05/22/2024	General Liability	Products/Completed Ops - ER	Open	VA		\$25,000.00	\$13,784.51	\$11,215.49
i INSURED WAS ACTING IN PART AS GENERAL CONTRACTOR AND SUBCONTRACT FOR THIS PROJECT, WHICH WAS COMPLETED OCTOBER 27, 2021. RECENTLY INSURED WAS MADE AWARE OF A FIRE IN A SAUNA AT THIS PROJECT ON THE DATE OF LOSS. A JOINT INSPECTION										
HEPNER,MALORIE	CBL9990	05/23/2023	General Liability	Premises - LR	Open	WI		\$0.00	\$0.00	\$0.00
i REPORTED THAT MATERIALS (CONCRETE, MORTAR DUST, AND GLUE) FROM THE PROJECT LANDED ON CARS PARKED IN AN UNPROTECTED PARKING LOT NEXT TO THE JOB SITE										
HOWE,JESSE	CBL9056	01/02/2024	General Liability	Premises - LR	Closed	WI	09/26/2024	\$500.00	\$500.00	\$0.00
i CLAIMANT'S PARKED VEHICLE WAS ALLEGEDLY BACKED INTO.SEE ATTACHED INCIDENT REPORT, STATEMENT FORM, PHOTOS										
JEFFERSON EAST ELEMENTAR	CBL9954	09/17/2024	General Liability	Premises - LR	Closed	WI	12/03/2024	\$10,571.00	\$10,571.43	\$0.00
i FINDORFF IS PERFORMING A MULTI-PHASE RENOVATION OF THE SCHOOL. AROUND 4:40AM FIRE OCCURRED IN THE BACK-UP GENERATOR ROOM WHICH IS IN THE BASEMENT OF THE SCHOOL.										
JOSSE,FABIEN	F3T8242	10/17/2024	General Liability	Premises - LR	Open	WI		\$12,000.00	\$0.00	\$12,000.00
i WHILE OPERATING A FORKLIFT WITH A FULL METAL TIP DUMPSTER ON THE FORKS, THE OPERATOR DID NOT SEE THE OTHER CAR AND RAN INTO THE BACK OF VEHICLE.										
KMI CONSTRUCTION LLC	CBL9201	02/22/2024	General Liability	Premises - LR	Closed	WI	04/11/2024	\$1,609.00	\$1,609.34	\$0.00
i FINDORFF IRONWORKER MIGUEL GOMEZ-ARZATE WAS IN THE BOOM LIFT WORKING ON THE UPPER BEAMS. AS MIGUEL WAS LOWERING THE BOOM LIFT HE DID NOT FULLY LOOK TO SEE WHAT IS BENEATH HIM. MIGUEL HIT THE TOP OF GANG BOX WITH THE BOTTOM OF THE BOOM										
MADISON METROPOLITAN SCH	CBL9278	03/22/2024	General Liability	Products/Completed Ops - ER	Open	WI		\$0.00	\$0.00	\$0.00



GENERAL LIABILITY LOSS RUN - 4 OF 6

J.H. Findorff & Son Inc. - Travelers GL Loss Run

Claim Listing | Valued as of 12.9.24

Date Selection Valued as of
Latest 3 Policy Years 12/09/2024



J H FINDORFF & SON INC

Claimant/Driver	Claim Number	Accident Date	Line of Insurance	File Prefix	Status	State - Accident	Close Date	Incurred Dollars	Paid Dollars	Outstanding Dollars
① SCHOOL DISTRICT NOTIFIED FINDORFF RECENTLY OF 3 INCIDENTS INVOLVING SLIP / FALL ON DRY FLOORING. INVESTIGATION FOUND THE FLOORING DID NOT PASS COEFFICIENT OF FRICTION TESTING. SCHOOL IS SEEKING REPAIRS TO THE FLOORING AT REPOR										
MURILLO-CRUZ,ERNESTO	F0F5319	06/26/2023	General Liability	Premises - LR	Closed	WI	11/20/2023	\$7,423.00	\$7,423.11	\$0.00
① ERNESTO WAS STRUCK BY A HANDHELD MAG TROWEL THAT FELL FROM ABOVE. EMPLOYEE WAS STRUCK IN HARD HAT AND NECK AREA.										
OVATION	CBL9277	03/22/2024	General Liability	Products/Completed Ops - ER	Open	WI		\$0.00	\$0.00	\$0.00
① PROJECT COMPLETED 2017 IN WHICH FINDORFF SERVED AS THE GENERAL CONTRACTOR. REPORTED WATER LEAKAGE INTO UNDERGROUND PARKING GARAGE.										
SHEMAK,DALE	F0F4366	10/05/2023	General Liability	Premises - LR	Open	WI		\$0.00	\$0.00	\$0.00
① EXCESS FILE -- INSURED'S EMPLOYEE DALE SHEMAK DRIVING A COMPANY VEHICLE SOUTHBOUND ON HIGHWAY 130 WHEN HE ALLEGEDLY CROSSED THE CENTERLINE, STRIKING AN ON-COMING VEHICLE HEAD ON. MR. SHEMAK DIED AT THE SCENE. OTHER VEHICLE DRIVE										
UNKNOWN	CBL8881	10/26/2023	General Liability	Products/Completed Ops - ER	Closed	WI	12/20/2023	\$0.00	\$0.00	\$0.00
① PDGU ALLEGED FIBER OPTIC CABLE CUT.										
URBAN LAND INTERESTS	CBL9322	04/10/2024	General Liability	Products/Completed Ops - ER	Closed	WI	06/28/2024	\$0.00	\$0.00	\$0.00
① REPORTED A WATER LEAK ON THE 4TH FLOOR OF ONE OF THE SUITE IN WHICH A SPRINKLER HEAD BURST CAUSING WATER DAMAGE TO 4 UNITS ON THAT FLOOR, 3 UNITS ON THE 3RD FLOOR AND A BREAK ROOM SPACE ON THE 2ND FLOOR.										
UW CREDIT UNION	CBL9134	01/17/2024	General Liability	Premises - LR	Closed	WI	05/08/2024	\$0.00	\$0.00	\$0.00
① DESIGN / BUILD PROJECT COMPLETED 3 YEAR AGO. ON DOL A WATERLINE BROKE RESULTING IN WATER DAMAGE. INVESTIGATION IS ONGOING BUT SO FAR HAS REVEALED AREA IN QUESTION DID NOT HAVE INSULATION AND DESIGN DID NOT HAVE ANY DETAI										
WEBER LANDSCAPING	CBL8677	09/01/2023	General Liability	Premises - LR	Closed	WI	02/29/2024	\$8,815.00	\$8,814.53	\$0.00
① INSURED'S FORKLIFT DRIVER STRUCK CLAIMANT'S TRACTOR. EDUARDO OPERATING THE CAT FORKLIFT SLIGHTLY HIT WEBER LANDSCAPING'S TRACTOR. FOREMAN AUSTIN PROST 262-573-4097. EDUARDO WENT IN BETWEEN THE PARKED TRACTOR AND ANOTHER PIECE OF EQUI										
WEINBERGER,NOLAN	CBL9634	06/19/2024	General Liability	Premises - LR	Closed	WI	12/06/2024	\$0.00	\$0.00	\$0.00
① EXPLOSION INVOLVING MADISON GAS AND ELECTRIC MANHOLES AND A VAULT NEAR A CURRENT FINDORFF CONSTRUCTION PROJECT. REPORTEDLY THERE ARE TWO SUBCONTRACTORS THAT WERE INJURED IN THE EXPLOSION. FINDORFF RECEIVED NOTICE FROM SUB										

Page 3 of 4



GENERAL LIABILITY LOSS RUN - 5 OF 6

J.H. Findorff & Son Inc. - Travelers GL Loss Run

Claim Listing | Valued as of 12.9.24

Date Selection
Latest 3 Policy Years

Valued as of
12/09/2024



J H FINDORFF & SON INC

Claimant/Driver	Claim Number	Accident Date	Line of Insurance	File Prefix	Status	State - Accident	Close Date	Incurred Dollars	Paid Dollars	Outstanding Dollars
ZIMMERMAN PLUMBING	FDV4836	01/29/2024	General Liability	Premises - LR	Closed	WI	02/13/2024	\$0.00	\$0.00	\$0.00
CASEY WAS BACK DRAGGING AN AREA IN THE BASEMENT AND LOST AWARENESS OF OTHER EQUIPMENT IN THE AREA. HE WENT TO TURN THE SKID STEER AND THE BUCKET ARM CONTACTED THE DOOR/WINDOW.										



GENERAL LIABILITY LOSS RUN - 6 OF 6

J.H. Findorff & Son Inc. - Travelers GL Loss Run

Claim Listing | Valued as of 12.9.24

Date Selection Valued as of
Latest 3 Policy Years 12/09/2024



J H FINDORFF & SON INC

Parameters

Alias	JHFINDOR	User Name	OLSON,TAYLOR	Run Date	12/10/2024	Schedule Indicator	No
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Filters

Field	Operator	Values
Policy Year	Greater Than or Equal To	2022
Carrier	Equal To	Aetna Life & Casualty - ALC, St Paul Companies - SPC, Travelers Insurance Company - TIC
Line of Insurance	Equal To	General Liability

Data Fields

Claimant/Driver, Claim Number, Accident Date, Line of Insurance, File Prefix, Status, State - Accident, Close Date, Incurred Dollars, Paid Dollars, Outstanding Dollars.

Report Specific Criteria

Show: All
No capping applied
Indemnity, Med, Expense Breakout: Not Selected
Include Accident Description: Yes

Other Carrier Valuation Dates

Occurrence Management	(OCC): 12/10/2024.
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Confidential and Proprietary. Do not distribute to other parties.



CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/02/2023

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED J. H. Findorff & Son Inc. PO Box 1647 Madison, WI 53701	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B: Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER C: Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Indemnity Company of America	25666	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Travelers Property Casualty Company of America	25674														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: W30485150****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		VTC2N-C0-7W348078-PHX-23	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PROJECT ☒ LOC					
	OTHER:					
B	AUTOMOBILE LIABILITY		VTK-CAP-7W348091-IND-23	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR		CUP-7W348109-23-25	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 25,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 25,000,000
	☐ DED ☐ RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB-1X067609-23-25-H	10/01/2023	10/01/2024	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment		QT-630-5W315943-TIL-23	10/01/2023	10/01/2024	Per Item \$2,500,000

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

CERTIFICATE HOLDER**CANCELLATION**

"Master Certificate"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 24751459

BATCH: 3150439



LEGAL STATEMENT

As with any large business enterprise, Findorff is sometimes involved in lawsuits and arbitration proceedings. They arise in the normal course of business and include disputes with respect to work performed by subcontractors or by Findorff, with suppliers of materials or owners of projects. In the construction industry, most contracts with owners, subcontractors and suppliers require that the disputes be resolved through arbitration. Some complex claims take a considerable period of time to resolve.

Many claims are covered by insurance and are handled through adjusters or counsel hired by insurance companies. Some claims in lawsuits and arbitrations involve insurance coverage issues, indemnification, contribution, collection of indebtedness and sometimes include restrictions on publicity.

Findorff typically tenders matters involving lawsuits and arbitrations to its insurance carrier or to its legal counsel for handling and resolution. Findorff annually discloses claims and threatened claims to its accountants so that material ones are reflected on its financial statements and believes that its claims and defenses in lawsuits and in arbitration proceedings are de minimis.

However, Findorff has not been subject to any declaration of default, non-conformance notice, or termination for cause; nor have we been suspended from bidding or entering into any government contract.





Chapter at Madison parking garage recently completed by Findorff, which includes EV charging stations and bike storage.



CONFLICT OF INTEREST

Submit a cost proposal that documents the hours and personnel for each task. These tasks shall include, at a minimum, the scope detail above. Include cost and staff hour tables, rates, and markups to calculate the summarized costs. Include a master spreadsheet that includes the total level of effort (staff hours) for each task. The spreadsheet shall list job classification (not individual), projected hours, pay rates, overhead factors, direct costs, and profit in separate columns. Subconsultants/subcontractors who make up your team must also be included in the master spreadsheet.

Findorff does not have any potential conflict of interest regarding this project. We look forward to further engaging with the City of De Pere on this exciting project for your community.



WHY FINDORFF

10



Derek Gallenberger, Project Manager attending his band concert at De Pere Middle School.

BUILDING A FUTURE TOGETHER

Innovative building techniques, uncompromising professional ethics, and commitment to client service are just a few of the factors that have contributed to Findorff's long-standing success. We will work in close collaboration with you to develop a facility that best reflects your needs while providing the best value for your investment. We are privileged to be considered and hope our proposal demonstrates how we can bring value to your project, specifically in terms of our:



Above all, the Findorff team will remain a strong and steady partner throughout all phases of the project, providing hands-on expertise and cost-effective solutions every step of the way. We thank you for the opportunity to submit our qualifications and look forward to the possibility of working on the City of De Pere Public Parking Garage.

Findorff
BUILDING & BEYOND



CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Finance/Personnel Committee Members

From: Scott J. Thoresen, Director of Public Works
Shannon Metzler, Human Resources Director/Asst. City Administrator

Date: January 7, 2025

RE: Consideration and Possible Action to Create a Senior Mechanic Position Where Employees
Would Promote into Once Meet the Qualifications*

In the Public Works department, we have four mechanic positions, and one is currently vacant. We had an employee leave to be a mechanic for another municipality in the metro area. In the past year, the city recruited for a mechanic position in the same department and struggled to fill the position.

We are proposing to create a senior mechanic position. This will allow for opportunity to reduce the qualifications for the mechanic position and allow us to then train employees into becoming senior mechanics. We believe this will create more interest when recruiting.

Based on the recommendation from our compensation consultant, we would place the senior mechanic position at one pay grade higher than the mechanic position; pay grade J. The 2025 salary for Grade J is \$31.61 at step 1, \$37.94 at step 8, and \$45.16 at the maximum. We intend that the senior mechanic position to require at least ten (10) years of experience and a CDL.

Also, if approved, we would reclassify two (2) mechanics that are currently on the fleet maintenance team to senior mechanics as they meet the qualifications for that position. One current employee would stay at the mechanic level until they are qualified to move into the senior mechanic position.

It is anticipated there will be no budget impact for 2025 due to the current mechanic vacancy.

If you have any questions in advance of the meeting, please contact either of us.

RESOLUTION #25-13

CREATING SENIOR MECHANIC POSITION AND ASSIGNING POSITION
TO CITY'S TABLE OF ORGANIZATION AND COMPENSATION PLAN

WHEREAS, the Public Works Department wishes to create a senior mechanic position in its department to allow mechanics to promote into a senior position once certain training is completed and qualifications are met, thereby reducing the required qualifications necessary for the mechanic position to promote more interest in recruitments for vacant positions; and

WHEREAS, the Finance/Personnel Committee has reviewed the recommendations of the Public Works Director and Human Resources Director/Assistant City Manager to create a Senior Mechanic position and recommends approval thereof.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves the creation of a Senior Mechanic position within the Public Works Department and insertion into City's Table of Organization.

BE IT FURTHER RESOLVED THAT:

The Senior Mechanic position shall be assigned to Pay Grade J within City's Compensation Plan Grade Order List.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of January, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 01/14/2025